Dated the 27th day of March 2024

ISTRIL LIMITED

AND

[redacted]

AND

TOGETHER MANAGEMENT COMPANY LIMITED

****

DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

in respect of

INLAND LOT NO.2603

****

(2023 05 19) (v.8)

THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT
made the 27th day of March 2024

BETWEEN:-

(1) **ISTRIL LIMITED** whose registered office is situate at 35-38/F, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong (hereinafter called the "**First Owner**" which expression shall where the context so admits include his successors and assigns) of the first part;

(2) [redacted] of [redacted] Victoria Coast, No.301 Victoria Road, Hong Kong (hereinafter called the "**First Assignee**" which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and

(3) **TOGETHER MANAGEMENT COMPANY LIMITED (合眾物業管理有限公司)** whose registered office is situate at 35-38/F, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong (hereinafter called the "**DMC Manager**" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

WHEREAS:-

(A) Immediately prior to the Assignment to the First Assignee hereinafter referred to the First Owner is the registered owner and is in possession of the Land subject to and with the benefit of the Government Grant and the Tenancy Agreement of the Mobile Communications Network Area.

(B) The First Owner has developed and is in the course of developing the Land in accordance with the Government Grant and the Building Plans.

(C) For the purposes of sale, the Land and the Development have been notionally divided into 1,783 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.

(D) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee All Those 14 undivided 1,783rd parts or shares of and in the Land and the Development Together with the sole and exclusive right to hold use occupy and enjoy All Those [redacted] and Residential Parking Space [redacted] of the Development (the "**First Assignee's Unit**") Subject to and with the benefit of the Government Grant and the Tenancy Agreement of the Mobile Communications Network Area.

(E) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Land and the Development and the Common Areas and Facilities therein and for the purpose 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.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

1. Definitions and Interpretation

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

"**auditor**"
means a certified public accountant firm in Hong Kong;

"**Authority**"
means the Secretary for Home Affairs;

"**Authorized Person**"
means Leung Heung Kwan Ellis of Andrew Lee King Fun & Associates Architects Limited, an authorized person who is appointed under section 4(1)(a) or (2) of the Buildings Ordinance, Cap.123 as a co-ordinator of building works for the Development, and any other replacement authorized person for the time being appointed by the First Owner;

"**Building Plans**"
means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no.BLD(b)2/2198/76 and includes any amendments thereto as approved by the Building Authority;

"**Capital Expenditure**"
means expenditure of a capital nature or of a kind not expected to be incurred annually;

"**Car Parking Rules**"
means the rules and regulations as the Manager may from time to time make or implement (with the approval of the Owners' Committee, if and when it is formed) governing the Carpark and the Residential Parking Spaces;

"**Carpark**"
Means the whole of the car parking area for the Development intended for the parking of motor vehicles and comprising the Residential Parking Spaces and the Carpark Common Areas and Facilities;

"**Carpark Common Areas and Facilities**"

means and includes :-

(a) the whole of the Carpark except the Residential Parking Spaces;

(b) the relevant portions of the Mobile Communications Network Area (as defined in the Tenancy Agreement of the Mobile Communications Network Area) (if applicable), driveway, ramp, entrance gate with drop bars, exit staircase landing, meter room, sprinkler and such other areas and facilities of and in the Land and the Development for the common use and benefit of the Carpark as a whole or otherwise not of any individual Owner; and

(c) such other areas and facilities of and in the Land and the Development designated as Carpark Common Areas and Facilities in accordance with this Deed,

which for the purposes of identification only are shown coloured **Indigo** on the DMC Plans (certified as to their accuracy by the Authorized Person) annexed hereto, PROVIDED THAT where appropriate, if any parts of the Carpark :-

(i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or

(ii) fall within the categories as specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities and the Residential Common Areas and Facilities;

"**Club House Rules**"
means such rules and regulations (if any) set down by the Manager from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Recreational Facilities;

"**Common Areas and Facilities**"
means the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

"**Deed**"
means this Deed of Mutual Covenant and Management Agreement as amended or varied from time to time;

"**Development**"
means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Building Plans and known as "Victoria Coast";

"**Development Common Areas and Facilities**"
means and includes :-

(a) the relevant portions of the Mobile Communications Network Area (as defined in the Tenancy Agreement of the Mobile Communications Network Area) (if applicable), lifts, lift hall, exit staircases, driveway, pedestrian path, natural ground with stepped channel, the external walls of the Development or any part thereof including (but not limited to) the screen walls with weepholes, the curbs of the balconies (if any) (other than those of the Residential Accommodation or the Residential Common Areas and Facilities), flat roof, mechanical room, transformer room, switch room, refuse storage chamber, generator room, sprinkler control valve cabinet, FS inlet, entrance hall, cloak room, extra low voltage duct, meter room, pipe duct, existing transit water tank area, filtration plant area & duct space, extra low voltage cabinet, water meter cabinets;

(b) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole or otherwise not of any individual Owner; and

(c) such other areas and facilities of and in the Land and the Development designated as Development Common Areas and Facilities in accordance with this Deed

which are for the purposes of identification only shown coloured **Yellow** on the DMC Plans (certified as to their accuracy by the Authorized Person) annexed hereto, PROVIDED THAT where appropriate, if any parts of the Development other than the Carpark and the Residential Accommodation :-

(i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or

(ii) fall within the categories as specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities, but shall exclude the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

"**Development Rules**"
means, if any, the rules supplemental to this Deed governing the Development or any part or parts thereof made pursuant to the provisions of this Deed and including without limitation the Car Parking Rules, the Club House Rules and the Fit-out Rules which may from time to time be in force or revised or replaced;

"**Director**"
means the Director of Lands or any other Government authority in place of him from time to time;

"**DMC Plans**"
means the plans annexed to this Deed;

"**First Owner**"
means ISTRIL LIMITED;

"**Fit-out Rules**"
means the fit-out rules, regulations and procedures as the Manager may from time to time make revise or implement for the fit-out of any part or parts of the Development;

"**Government**"
means the Government of the Hong Kong;

"**Government Grant**"
means the Government Lease under which the Land is held from the Government which shall include:-

(a) The Government Lease dated 1st April 1926 in respect of Inland Lot No.2603 made between His late Majesty King George V and Abdoolhoosen Abdoolrahim.

(b) Any other documents having the effect of a variation or modification of the above affecting the Land.

"**Greenery Areas**"
means the greenery areas (including Vertical Greenery) of the Development, which are shown on the DMC Plans annexed hereto, the accuracy of such plans have been certified by the Authorized Person, and thereon coloured **Green Dotted Black and in Green Broken Line**;

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

"**Land**"
means all that piece or parcel of land registered in the Land Registry as Inland Lot No.2603;

"**maintain**"
means and includes but is not limited to inspecting, testing, repairing, upholding, supporting, rebuilding, overhauling, paving, purging, scouring, cleansing, emptying, amending, keeping, replacing, redesigning, refurbishing, renovating, improving, decorating and painting or such of the foregoing as may be applicable in the circumstances and in the interest of good development management and "**maintenance**" shall be construed accordingly;

"**management**"

means all duties and obligations to be performed and observed by the Manager pursuant to this Deed and "**manage**" shall be construed accordingly;

"**Management Expenses**"
means expenses, costs and charges and necessarily and reasonably incurred in the management of the Development provided in this Deed which, except for the purpose of Clause 4.3 of Section IV of this Deed, shall include the Manager's Remuneration;

"**management funds**"
means all moneys recovered or held by the Manager pursuant to this Deed except Manager's Remuneration and Special Fund;

"**Management Shares**"
means the shares allocated or to be allocated to the Units as set out in the FIRST SCHEDULE hereto for the purpose of determining the due proportion of the Management Expenses payable by each Owner;

"**Manager**"
means any person who for the time being is, for the purpose of this Deed, managing the Development;

"**Manager's Remuneration**"
means the remuneration of the Manager as provided herein;

"**month**"
means a calendar month;

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

"**Ordinance**"
means the Building Management Ordinance (Cap.344);

"**Owner**"
means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share 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) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share 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**"

means a committee of the Owners of the Development established under the provisions of this Deed;

"**Owners' Corporation**"
means the corporation of the Owners incorporated under section 8 of the Ordinance;

"**Party Wall**"
means a wall which divides two Residential Units or the flat roofs or roofs thereof;

"**Private Electric Vehicle Facilities**"
means all such facilities installed or to be installed in the Common Areas and Facilities for serving any of the Residential Parking Spaces situated within the Carpark exclusively for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance parking at such Residential Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meter, base box, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

"**Recreational Facilities**"
means the recreational facilities and facilities ancillary thereto including swimming pool, lift, lift hall, exit staircase, air ducts, male lavatory, female lavatory, Unisex accessible lavatory, entrance hall, function rooms, terrace, children pool, sun deck, footbath, hall, accessible toilet, gym rooms, new male changing room, new female changing room constructed or to be constructed for the common use and benefit of all the residents of the Residential Units and their bona fide visitors;

"**Residential Accommodation**"
means those parts of the Towers of the Development constructed or to be constructed on the Land intended for residential use in accordance with the Building Plans comprising the Residential Units and the Residential Common Areas and Facilities;

"**Residential Common Areas and Facilities**"
means and includes :-

(a) the Greenery Areas;

(b) the relevant portions of the Mobile Communications Network Area (as defined in the Tenancy Agreement of the Mobile Communications Network Area) (if applicable), architectural fins and features and external walls of the Towers (except such portions of the external wall forming the window of a Residential Unit), lift, lift hall, lift pit and lift shafts of the Towers, pump room, light well extra low voltage duct, air duct, pipe duct, garden, extra low voltage cabinet, flat roof, hall, machine room, pump houses, pump rooms, building management office, staircases;

(c) the Recreational Facilities and such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner; and

(d) such other areas and facilities of and in the Land and the Development designated as Residential Common Areas and Facilities in accordance with this Deed

which for the purposes of identification only are shown coloured **Red, Green Dotted Black and in Green Broken Line** on the DMC Plans (certified as to their accuracy by the Authorized Person) annexed hereto, PROVIDED THAT where appropriate, if any parts of the Residential Accommodation :-

(i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or

(ii) fall within the categories as specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities and the Carpark Common Areas and Facilities;

"**Residential Parking Space**"
means a parking space (some of which is provided with Private Electric Vehicle Facilities) in the Carpark for the parking of motor vehicles as shown and delineated on the Building Plans;

"**Residential Unit**"
means a self-contained unit in the Towers intended to be used for private residential purpose and occupation in accordance with the Building Plans and to which Undivided Shares have been set out in the FIRST SCHEDULE hereto, which includes but not limited to: -

(a) the internal walls and partitions (whether load bearing or structural or not) of or within the Residential Unit;

(b) the inner half of any walls (other than the external walls of the Towers) and partitions (whether load bearing or structural or not) separating the Residential Unit or any part thereof from any other part(s) of the Development;

(c) the internal plaster and internal finishes of or within the Residential Unit (other than the external finishes and features of the Residential Accommodation);

(d) (if any) the balconies and windows of the Residential Unit; and

(e) the glass balustrades or railings of the balconies of the Residential Unit.

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

"**Slopes and Retaining Walls**"
means any and all slopes, slope treatment works, earth retaining structures, retaining walls and other related structures within or outside the Land and the Development as required by the Government Grant to be maintained by the Owners, which for identification purposes are shown on the Slope Plan annexed hereto certified by the Authorised Person as to inclusion of all the Slopes and Retaining Walls on the Slope Plan and thereon coloured Violet;

"**Special Fund**"
means a special fund to be set up by the Manager pursuant to the provisions 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;

"**Sub-Deed**"
means any sub-deed of mutual covenant to be entered into in respect of any part of the Land and the Development;

"**Tenancy Agreement of the Mobile Communications Network Area**"
means the Tenancy Agreement dated 16 March 2023 and registered in the Land Registry by Memorial No.23032301220010 whereby the First Owner let to Hutchison Telephone Company Limited the Mobile Communications Network Area as therein defined;

"**Towers**"
means the 2 towers erected on the Land and designated as "Block A" and "Block B" and designated as being for private residential purposes;

"**Undivided Share**"
means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the FIRST SCHEDULE to this Deed or a sub-deed of mutual covenant (if any);

"**Unit**"
means a Residential Unit, a Residential Parking Space or any part of the Development to which Undivided Shares are allocated and/or will be allocated in any Sub-Deed save and except the Common Areas and Facilities and shall have the same definition as "flat" under the Ordinance;

"**Vertical Greenery**"

means the vertical greenery areas which for the purpose of identification only are shown in **Green Broken Line** on the DMC Plans (certified as to their accuracy by the Authorized Person) annexed hereto;

"**window**"
in relation to any Residential Unit, means:-

(a) any louvres and openable window of a Residential Unit; and

(b) any non-openable window of a Residential Unit;

together with all the glass of windows and window frames thereof (if any);

"**Works and Installations**"
means all major works and installations in the Development which require regular maintenance on a recurrent basis.

1.2 In this Deed :-

(a) words importing the singular number shall include the plural number and vice versa;

(b) words importing the masculine, feminine or neuter gender shall include the others of them;

(c) words importing persons shall include corporations and vice versa; and

(d) the words "**other**", "**include**", "**including**" and "**in particular**" do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

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

SECTION II

2. Rights and Obligations of Owners

2.1 The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant and the Tenancy Agreement of the Mobile Communications Network Area, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit assigned to the First Assignee as aforesaid and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed.

2.2 The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant, the Tenancy Agreement of the Mobile Communications Network Area and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

2.3 Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed (including but not limited to those provided in the SECOND SCHEDULE and the THIRD SCHEDULE hereto).

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

2.5 Every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith PROVIDED THAT any such transaction shall be made expressly subject to and with the benefit of the Tenancy Agreement of the Mobile Communications Network Area and this Deed.

2.6 (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of 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, do not extend to any lease, tenancy or licence with a term not exceeding 10 years.

(b) The right to the exclusive use, occupation and enjoyment of (if any) balcony, flat roof or roof appertaining to a Residential Unit shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which such balcony, flat roof or roof is held.

2.7 Upon execution of this Deed, the First Owner shall assign to and vest in the Manager as trustee for all Owners free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities subject to and with the benefit of the Government Grant, the Tenancy Agreement of the Mobile Communications Network Area and this Deed. In the event the appointment of the Manager is terminated, or the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance

with this Deed, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs the Undivided Shares allocated to the Common Areas and Facilities and transfer free of costs the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

SECTION III

3. Additional Rights of the First Owner

3.1 The First Owner shall for as long as it remains the Owner have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

(a) The right to change, amend, vary, add to or alter the Building Plans existing at the date hereof in respect of the parts of the Development which have not been sold or assigned by the First Owner without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director or other Government authorities pursuant to the Government Grant PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from such Unit;

(b) Subject to the prior written approval by a resolution of Owners passed at an Owners' meeting convened under this Deed, the right to apply to negotiate and agree with the Government to amend, vary or modify the Government Grant (including the plan(s) annexed thereto) in such manner as the First Owner may deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner

PROVIDED THAT:-

(i) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;

(ii) any exercise of this right affecting the Common Areas and Facilities shall require the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed); and

(iii) if any exercise of this right should affect the Common Areas and Facilities or any Unit(s), then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right

shall accrue to all Owners or the relevant Owner(s) concerned (as the case may be).

(c) The right to enter into and upon all parts of the Land and the Development (save and except those parts of the Land and the Development which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of completing the construction of the other parts of the Development and may, for such purpose, carry out all such works in, under, on or over the Land and the Development (save and except those parts as aforesaid) as it may from time to time see fit. The right of the First Owner to enter the Land and the Development (save and except those parts as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Development (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the First Owner shall cause as little inconvenience and disturbance as is reasonably possible to the Owners and shall not affect or interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or egress from such Unit when carrying out such works and shall make good any damage or loss that may be caused by or arise from such construction works.

(d) The right to affix, maintain, alter, renew and remove any one or more signs, masts, aerials, antennae, satellite dish, cables, telecommunication system, lightning conductors, lighting, chimneys, flues, pipes or any other structures, facilities and other fixtures of whatsoever kind on or within (1) any part or parts of the Development which has not been assigned or otherwise disposed of by the First Owner and (2) subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, any part or parts of the Common Areas and Facilities, both for the purposes of supplying utility services to the Land (but not to the land adjoining the Land and the Development)

PROVIDED THAT:-

(i) the First Owner in pursuance of such works shall cause as little disturbance as is reasonably possible to the Owners and shall make good any damage or loss that may be caused by or arise from such works;

(ii) they shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them or impede or restrict the access by the other Owners and occupiers to their Units; and

(iii) such sign, mast, aerial, antennae, satellite dish, cables, telecommunication system, lightning conductor, lighting, chimneys, flues, pipes or any other structures, facilities or other fixtures shall be for the common use and enjoyment of all the Owners entitled to use such Common Areas and Facilities and any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners

AND the right to enter into and upon any part of the Development (save and except those parts of the Development which have been assigned or otherwise disposed of to an Owner) with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid AND the right to license or otherwise permit or grant the right so to do to any other person (except where it concerns the Common Areas and Facilities) on such terms as the First Owner may deem fit. Any payment received for the approval must be credited to the Special Fund.

(e) The right to change the name of the Development or any part thereof and to change the name description and/or numbering of any building in the Development at any time as it shall in its absolute discretion think fit subject, in case of a change of name of the Residential Accommodation, to the approval of the Owners' Committee and upon giving six (6) months' prior written notice to the Owners affected by the change.

(f) The right to dedicate to the public any part or parts of the Land and the Development owned by the First Owner for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit PROVIDED THAT in making such dedication the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict an Owner's right of access to and from his Unit;

(g) Subject to the prior written approval by a resolution of Owners passed at an Owners' meeting convened under this Deed, the right to adjust or re-align the boundary of the Land and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender

PROVIDED THAT:-

(i) such adjustment or re-alignment shall not affect an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;

(ii) if any exercise of this right should affect the Common Areas and Facilities or any Unit(s), then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall accrue to all Owners or the relevant Owner(s) concerned (as the case may be);

(iii) any money received as a result of exercise of this right shall be credited to the Special Fund; and

(iv) if the First Owner is to effect any surrender of any part of the Land as a result of the adjustment or re-alignment of the boundary of the Land, the surrender shall be restricted to the part of the Land which has not been sold or assigned by the First Owner only and shall not affect an Owner's

right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit.

(h) The right to enter into a Sub-Deed in respect of any part or parts of the Development still owned by the First Owner PROVIDED THAT such Sub-Deed shall not conflict with the provisions of this Deed.

(i) Subject to the prior written approval by a resolution of the Owners passed at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, the recreational areas and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights for the benefit of the Land and the Development on such terms and conditions and from such persons as the First Owner shall deem fit.

(j) Subject to the prior written approval by a resolution of the Owners passed at an Owners' meeting convened under this Deed and subject to compliance with the Government Grant, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any nullahs and culverts, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem appropriate PROVIDED THAT:-

(i) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and

(ii) any consideration or payment received from the exercise of such right shall form part of the Special Fund.

(k) Subject to the Government Grant and this Deed, the right without the concurrence or approval of other Owners to adjust and/or allocate and from time to time re-allocate the Undivided Shares retained by the First Owner to any of the Units and the Undivided Shares relating thereto and the fraction which each such Undivided Share bears to the whole PROVIDED THAT such adjustment, allocation and/or re-allocation :-

(i) will not affect other Owners' sole and exclusive right and privilege to hold use and occupy their part or parts of the Development;

(ii) will not adversely affect other Owners' right, interest and enjoyment in the Development;

(iii) will not increase the proportion of other Owners' contribution to the Management Expenses; and

PROVIDED FURTHER THAT the total number of the Undivided Shares shall remain the same after such adjustment, allocation or re-allocation.

(l) Subject to the prior approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, the right to designate and declare from time to time by deed any part or parts of the Land and the Development owned by the First Owner to be additional Common Areas and Facilities (whether Development Common Areas and Facilities, Residential Common Areas and Facilities or Carpark Common Areas and Facilities) and to allocate Undivided Shares thereto whereupon with effect from such designation or declaration as aforesaid such additional Common Areas and Facilities shall form part of the Common Areas and Facilities and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Common Areas and Facilities and the Undivided Shares of such additional Common Areas and Facilities shall be assigned to the Manager or the Owners' Corporation (as the case may be) in accordance with this Deed on trust for and on behalf of all the Owners PROVIDED THAT:-

(i) no Owner or the Manager shall re-convert or re-designate such additional Common Areas and Facilities to the relevant Owner's own use or benefit;

(ii) all the Undivided Shares allocated to such additional Common Areas and Facilities shall be vested in the Manager in accordance with the provisions of this Deed free of costs or consideration; and

(iii) the First Owner shall prepare or cause to be prepared a set of the plans showing the additional Common Areas and Facilities certified as to their accuracy by or on behalf of the Authorized Person to be kept at the management office for inspection by all the Owners during normal business office hours of the Manager free of costs and charges.

Notwithstanding anything contained in the foregoing provision to the contrary, the exercise of the above rights and privileges shall not interfere with the other Owners' right to hold, use occupy and enjoy their Units and shall not impede other Owners' access to their Units.

3.2 The Owners hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 3.1 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall

bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

3.3 Every Assignment by an Owner of his Unit shall include a covenant in the following terms:-

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

(i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on Istril Limited (" Istril Limited" which expression shall include its respective successors and attorneys) under Clause 3.1 of a Deed of Mutual Covenant and Management Agreement dated the [ ] day of [ ] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by Istril Limited;

(ii) the Covenanting Purchaser shall, if required by Istril Limited, do everything necessary, including giving express consents in writing to the exercise of the said rights by Istril Limited, to facilitate the exercise of the said rights by Istril Limited;

(iii) the Covenanting Purchaser hereby expressly and irrevocably appoints Istril Limited to be its attorney and grants unto Istril Limited the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on Istril Limited as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

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

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in

respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained."

SECTION IV

4. Manager and Management Charges

4.1 (a) Subject to the provisions of the Ordinance, the Manager shall undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Land and the Development and the Common Areas and Facilities therein (all or any of which activities are where not inapplicable herein included under the word "**management**") from the date of this Deed for an initial term of not exceeding two (2) years and such appointment shall continue until terminated as provided in this Clause.

(b) The appointment of the Manager may be terminated as follows:-

(i) subject to Clause 4.1(e) below, the appointment is terminated by the Manager by giving not less than three (3) months' notice of resignation in writing; or

(ii) prior to the formation of the Owners' Corporation, by a resolution passed by a majority of votes of the Owners voting either personally or by proxy at an Owners' meeting convened for the purpose of removing the Manager without compensation and supported by Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding those Undivided Shares allocated to the Common Areas and Facilities) and by the Owners' Committee giving to the Manager not less than three (3) months' notice of termination in writing; or

(iii) in the event that the Manager is wound up or has a receiving order made against it.

(c) (i) Subject to Clause 4.1(c)(iv), at a general meeting convened for the purpose, the 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 the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate,

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

(ii) The resolution under Clause 4.1(c)(i) 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 three (3) months' notice or, in lieu of notice, provision is made for

an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;

(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 fourteen (14) days after the date of the meeting.

(iii) The notice and the copy of the resolution referred to in Clause 4.1(c)(ii)(4) may be given:-

(1) by delivering them personally to the DMC Manager; or

(2) by sending them by post to the DMC Manager at its last known address.

(iv) For the purposes of Clause 4.1(c)(i):-

(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 Clause 4.1(c)(i)(2) to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.

(v) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clauses 4.1(c)(i), (ii), (iii) and (iv) apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.

(vi) Clause 4.1(c)(v) 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.

(vii) If a notice to terminate a Manager's appointment is given under this Clause 4.1(c):-

(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 Clause 4.1(c)(vii)(1) above by the time the notice expires, the Owners' Corporation may

appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

(viii) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under Clause 4.1(c)(vii)(2) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 4.1(c)(vii)(2) above that may otherwise render that person liable for a breach of that undertaking or agreement.

(ix) This Clause 4.1(c) is subject to any notice relating to the Development that may be published by the Authority under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that section.

(d) (i) Subject to Clause 4.1(d)(ii), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land and the Development that is under its control or its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

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

(1) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's 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

(2) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 4.1(d)(ii)(1) and have not been delivered under Clause 4.1(d)(i).

(e) No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign:-

(i) by sending such a notice to the Owners' Committee; or

(ii) 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.

(f) The notice referred to in Clause 4.1(e)(ii) may be given:-

(i) by delivering it personally to the Owner; or

(ii) by sending it by post to the Owner at his last known address; or

(iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

4.2 In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid a meeting of the Owners' Committee may be convened to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Ordinance, at no time shall the Land and the Development be without a responsible duly appointed manager to manage the Land and the Development or any part or parts thereof after the issue of an Occupation Permit covering the same.

4.3 The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenses, costs and charges reasonably and necessarily incurred in the management of the Land and the Development (the total annual expenses, costs and charges, for the purposes of this Clause, shall exclude the Manager's Remuneration, the Government rent, any Capital Expenditure or expenditure drawn out of the Special Fund PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any Capital Expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate of 10%, or at such lower rate as the Owners may consider appropriate). The Manager's Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management funds. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed. The Manager's Remuneration shall be paid in

advance on the first day of each month by deductions made by the Manager from the monthly Management Expenses collected from the Owners, and such deductions shall be in priority to all other payments to be made out of the Management Expenses.

4.4 Payment of the Manager's Remuneration hereunder shall be in advance by twelve (12) equal monthly instalments payable by the Owners and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 4.28 hereof.

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

(b) The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if formed) except the first budget which shall cover the period from the date of this Deed until the following 31st day of December. In respect of each financial year, the Manager shall:-

(i) prepare a draft budget setting out the proposed expenditure during the financial year;

(ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days;

(iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;

(iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;

(v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.

(c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this Clause before the start of that financial year, the total amount of the Management Expenses for that year shall:-

(i) until he has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;

(ii) when he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

(d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) of this Clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and the budget by virtue of sub-clause (b) of this Clause.

(e) Where a revised budget is sent or displayed in accordance with sub-clause (d) of this Clause, the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

(f) If there is an Owners' Corporation and, within a period of one (1) month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

(g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.

(h) For the purposes of Clause 4.5, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

4.6 The annual budget shall cover the Management Expenses for the Common Areas and Facilities including without limiting the generality of the foregoing:-

(a) the maintenance, operation, repair and cleansing of all Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Common Areas and Facilities;

(b) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Common Areas and Facilities;

(c) the cost of all electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities;

(d) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators, attendants, clubhouse staff, management staff and gardeners and such other staff to manage and administer the Common Areas and Facilities;

(e) the cost and expense of maintaining such areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;

(f) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units);

(g) Manager's Remuneration calculated in accordance with Clause 4.3 of this Deed for providing its services hereunder;

(h) insurance of the Common Areas and Facilities and the Units up to the full new reinstatement value thereof and in particular against loss or damage by fire and/or such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;

(i) a sum for contingencies;

(j) legal and accounting fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided under this Deed;

(k) the costs of removal and disposal of rubbish from the Development;

(l) all costs incurred in connection with the Common Areas and Facilities;

(m) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed PROVIDED THAT any tax payable on the Manager's Remuneration shall be borne and paid by the Manager;

(n) the costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls (if any) in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual;

(o) the cost and expense of inspecting maintaining reinstating repairing the foundations, columns and other structures constructed or to be constructed and reinstating and making good the same in the event of any landslip, subsidence or falling away and the drains nullahs sewers pipes watermains and channels and such other areas whether within or outside the Land or that are required to be maintained under the Government Grant or for the proper functioning of the Development;

(p) any other items of expenditure which are necessary for the administration, management and maintenance of the Land and the Development including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses reasonably and necessarily incurred by the Manager in respect thereof or such proportionate part thereof which are provided by the head office of the Manager for the Development as well as any other lands, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Land and the Development as well as any other land(s) and building(s) in such manner as shall be determined in the reasonable discretion of the Manager having regard to the relevant circumstances.

4.7 The annual budget shall be divided into the following parts:-

(a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land, the Development and the Development Common Areas and Facilities Provided that in relation to this part of the annual budget and in so far as the Tenancy Agreement of the Mobile Communications Network Area is subsisting, the Manager shall specify the expenditure to be expended for the maintenance and management of such parts of the Mobile Communications Network Area forming parts of the Development Common Areas and Facilities and take into account any payments to be made and any receipts to be obtained pursuant to the Tenancy Agreement of the Mobile Communications Network Area;

(b) The second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities Provided that in relation to this part of the annual budget and in so far as the Tenancy Agreement of the Mobile Communications Network Area is subsisting, the Manager shall specify the expenditure to be expended for the maintenance and management of or specifically referable to such parts of the Mobile Communications Network Area forming parts of the Residential Common Areas and Facilities and take into account any payments to be made and any receipts to be obtained pursuant to the Tenancy Agreement of the Mobile Communications Network Area; and

(c) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities Provided that in relation to this part of the annual budget and in so far as the Tenancy Agreement of the Mobile Communications Network Area is subsisting, the Manager shall specify the expenditure to be expended for the maintenance and management of or specifically referable to such parts of the Mobile Communications Network Area forming parts of the Carpark Common Areas and Facilities and take into account any payments to be made and any receipts to be obtained pursuant to the Tenancy Agreement of the Mobile Communications Network Area,

PROVIDED THAT subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed), if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in this Deed) think fit and to prepare new budget in the modified manner as aforementioned and the modified budget shall be binding (save for manifest error) on all Owners and provided always that the Manager's determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners.

4.8 Each Owner shall contribute to the budgeted Management Expenses in the following manner:-

(a) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;

(b) Each Owner of a Residential Unit shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual budget which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units; and

(c) Each Owner of a Residential Parking Space shall contribute his due proportion of the budgeted Management Expenses under the third part of the annual budget which proportion shall be equal to the Management Shares of his Residential Parking Space divided by the total Management Shares of all Residential Parking Spaces.

PROVIDED THAT:-

(I) No Owner may be called upon to pay more than his appropriate share of the Management Expenses, having regard to the number of Management Shares allocated to his Unit;

(II) The First Owner shall make payments and contributions towards the Management Expenses which are of recurrent nature in respect of those Units and Undivided Shares unsold;

(III) All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations

under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof; and

(IV) The First Owner shall not be obliged to make the payments and contributions as aforesaid in respect of Units and 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) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining any Slopes and Retaining Walls or as to the security afforded by the management of the completed part(s)) of the Development.

4.9 For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payments shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his Unit is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person.

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

4.11 Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include:-

(a) Any sum attributable or relating to the completion of the construction of the Development which shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);

(b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), Government rent payable under the Government Grant which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;

(c) The expenses for keeping in good and tenantable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows and doors, flat roof and roof of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus, installations or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner for the time being of such Unit; and

(d) Any expenditure relates solely to or is solely for the benefit of any Unit or Units (the "**Relevant Unit(s)**") and no Owner other than the Owner(s) of the Relevant Unit(s) would receive any material benefit therefrom, which shall, if the Manager so decides (whose decision shall be final and binding) and demands, be borne by the Owner(s) of the Relevant Unit(s).

4.12 (a) The Manager shall establish and maintain a Special Fund to provide for expenditure of a kind not expected by it to be incurred annually, with the following separate accounts for different component parts of the Common Areas and Facilities:-

(i) A separate account of the Special Fund designated for the Development Common Areas and Facilities which shall be applied towards payment of Capital Expenditure relating to the Development Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Development Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being and such fund shall not be refundable or transferable.

(ii) A separate account of the Special Fund designated for the Residential Common Areas and Facilities which shall be applied towards payment of Capital Expenditure relating to the Residential Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of clubhouse office, installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being and such fund shall not be refundable or transferable.

(iii) A separate account of the Special Fund designated for the Carpark Common Areas and Facilities which shall be applied towards payment of Capital Expenditure relating to the Carpark Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Carpark Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Parking Spaces for the time being and such fund shall not be refundable or transferable

(b) Except where the First Owner has made payments in accordance with Clause 4.12(c) below,

(i) each Owner being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Development Common Areas and Facilities an amount equivalent to 2/12th of the first part of the first year's budgeted Management Expenses payable in respect of his Unit under Clause 4.8(a);

(ii) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities an amount equivalent to 2/12th of the second part of the first year's budgeted Management Expenses payable in respect of his Residential Unit under Clause 4.8(b);

(iii) each Owner being the first assignee of his Residential Parking Space shall upon the assignment of his Residential Parking Space from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12th of the third part of the first year's budgeted Management Expenses payable in respect of his Residential Parking Space under Clauses 4.8(c),

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

(c) The First Owner shall in respect of any Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units, whichever is the later, make the initial contribution to the Special Fund in the respective amount specified in Clause 4.12(b) above.

(d) Each Owner shall also on demand pay to the Manager such further periodic contributions to the Special Fund payable in respect of his Unit. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.

(e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155 of the laws of Hong Kong) separate interest-bearing account(s), the title(s) of which shall refer to the Special Fund for the Development, and shall use such accounts exclusively for the purpose of the

Special Fund referred to in Clause 4.12(a) above. 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). All moneys received for the Special Fund must be deposited by the Manager in such account(s). 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.

(f) Without prejudice to the generality of sub-clause (e) 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 it from or on behalf of the Owners' Corporation in respect of the Special Fund.

(g) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (e) or (f) above in a prominent place in the Development.

(h) The Manager shall without delay pay all money received by him in respect of the Special Fund into the account opened and maintained under sub-clause (e) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (f).

4.13 Except where the First Owner has made payments in accordance with Clause 4.13(e) below,

(a) Each Owner being the first assignee of his Unit shall before he is given possession of his Unit deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to 3/12th of the first year's budgeted Management Expenses payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed PROVIDED THAT in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to pay to the Manager by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be equal to three (3) times the then monthly contribution but in any event the total amount of the said deposit after such increase shall not be more than 25% of any subsequent current year's budgeted Management Expenses per Unit.

(b) Each Owner being the first assignee of his Unit shall before he is given possession of his Unit pay to the Manager in advance a sum equal to 2/12th of the first year's budgeted Management Expenses payable in respect of his Unit which shall be non-refundable and non-transferable.

(c) Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager a debris removal fee which

shall be non-refundable and non-transferable of not more than a sum equal to 1/12th of the first year's budgeted Management Expenses payable in respect of his Residential Unit. The debris removal fee not used to pay for debris collection or removal shall be credited to the Special Fund designated for the Residential Common Areas and Facilities.

(d) Each Owner being the first assignee of a Unit shall before he is given possession of his Unit pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.

(e) The First Owner shall pay the deposit under Clause 4.13(a) and the debris removal fee under Clause 4.13(c) in respect of the Units which have been completed and remain unsold for three (3) months after the date of this Deed.

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

4.15 The Manager may charge a reasonable administrative fee for issuing any consent required from the Manager pursuant to this Deed PROVIDED THAT such administrative fee shall be credited to the Special Fund.

4.16 (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities (or any part thereof, as the case may be), such sum or sums as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners (or the relevant Owners having the right to use such part of the Common Areas and Facilities concerned, as the case may be).

(b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Development Rules shall be paid into and form part of the Special Fund (if so required under any provision of this Deed) or the management funds.

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

(a) Interest calculated on the amount remaining unpaid at the rate of 2% per annum above the prime rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited for the number of days for which it remains unpaid from the due date until the actual date of payment (both dates inclusive); and

(b) A collection charge of not exceeding 10% of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4.18 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 reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (and the claim in any such action may include a claim for the costs incurred by the Manager in such action on a solicitor and own client basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed shall raise or to be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

4.19 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 thirty (30) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 4.17 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4.18 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

4.20 Any charge registered in accordance with Clause 4.19 shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 4.18 of this Deed shall apply equally to any such action.

4.21 The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the Development Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 4.18 of this Deed shall apply to all such proceedings.

4.22 Subject to Clause 9.1 of this Deed, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part

of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

4.23 Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 4.17 to 4.21 of this Deed the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the management funds, provided that if the same or any part thereof are required to be credited to the Special Fund under any provisions in this Deed, then it shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, be credited to the Special Fund.

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

4.25 Any person ceasing to be the Owner of any Undivided Share or Shares in the Land and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clauses 4.13(a) and (d) hereof and his contribution(s) towards the Special Fund under Clause 4.12 of this Deed to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development

PROVIDED THAT:-

(a) any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner; and

(b) upon the Land reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 9.1 hereof, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both case in proportion to the number of Undivided Shares held by such Owners.

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

4.27 (a) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of all the

Owners for the time being of the Land and the Development and the Manager shall use that account exclusively in respect of the management of the Land and the Development.

(b) Without prejudice to the generality of sub-clause (a), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the management of the Development.

(c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a) or (b) in a prominent place in the Development.

(d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Land and the Development into the account opened and maintained under sub-clause (a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.

(e) Subject to sub-clause (f) below, the Manager may, out of money received by the Manager in respect of the management of the Land and the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).

(f) The retention of a reasonable amount of money under sub-clause (e) above or the payment of that amount into a current account in accordance with sub-clause (e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

(g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap.155 of the laws of Hong Kong), the title of which refers to the management of the Land and the Development.

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

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

(c) Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place of the Development, and cause it to remain so displayed for at least seven (7) consecutive days.

(d) The income and expenditure account and balance sheet shall within six (6) months after the close of each financial year be audited and certified by a firm of certified public accountants appointed by the Manager (provided that prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed may require the income and expenditure account and balance sheet to be audited by an independent auditor of their choice) as providing an accurate summary of all items of income and expenditure during such closed financial year.

(e) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

4.29 (a) The Manager shall permit any Owner, at any reasonable time, to inspect the books or records of accounts and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall, on payment of a reasonable copying charge, supply any Owner with a copy of any such record or document requested by him.

(b) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and:-

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

(ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

SECTION V

5. Powers and Duties of Manager

5.1 Subject to the provisions of the Ordinance, the management of the Land and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause

4.1 of this Deed. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed. Without in any way limiting the generality of the foregoing, the Manager shall have the rights and powers to do the following:-

(a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;

(b) To manage, maintain and control all common areas and the common driveways and parking areas on the Land and the Development and to remove any cars, motorcycles and other vehicles parked in any area not reserved for parking or loading and unloading or any vehicles parked in any Residential Parking Space without the consent of the Owner or occupier of such Residential Parking Space and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such of the Residential Parking Spaces;

(c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and the Manager as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire and such other risks as the Manager shall reasonably deem fit, public liability, occupiers' liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure block insurance for the Development as a whole and to pay all premia required to keep such insurance policies in force;

(d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;

(e) To keep in good order and repair the lighting of the Common Areas and Facilities;

(f) To keep the Common Areas and Facilities in a clean, sanitary, well lighted and tidy state and condition;

(g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external walls, architectural features, fixtures and fittings thereof and the enclosed external drainage pipes therein, elevations and façade forming part of the Common Areas and Facilities but excluding windows and window frames except those situated in the Common Areas and Facilities and to erect scaffolding and other equipment necessary for repairing and maintaining the aforesaid items

PROVIDED THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any such shall be broken and remain unreplaced for seven (7) days (except in emergency) after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring him to replace the same;

(h) To choose from time to time the colour and type of façade of the Development, including that of the Residential Accommodation;

(i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;

(j) To keep all the Common Areas and Facilities in good condition and working order and to extend or improve existing facilities or provide facilities as the Manager shall at its reasonable discretion deem necessary or desirable (PROVIDED THAT except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the Manager will not carry out any improvements to facilities or services or provision of additional facilities or services which involves expenditure in excess of 10% of the current annual management budget) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

(k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the 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;

(l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;

(m) To replace any glass in the Common Areas and Facilities that may be broken;

(n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;

(o) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;

(p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;

(q) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof;

(r) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Development at all times;

(s) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, or cable television system (if any) which serve the Development;

(t) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;

(u) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;

(v) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Government Grant, the Tenancy Agreement of the Mobile Communications Network Area or this Deed;

(w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Government Grant, the Tenancy Agreement of the Mobile Communications Network Area or this Deed;

(x) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;

(y) To prevent any person from overloading the floors of the Development or any part or parts thereof;

(z) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;

(aa) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole or the Common Areas and Facilities and the fire safety system of the Development with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;

(bb) To appoint or employ from time to time agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility;

(cc) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Land and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers, clubhouse staff, management staff, clerical staff, accountants, gardeners and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;

(dd) To enforce the due observance and performance by the Owners of the terms and conditions of the Government Grant, the Tenancy Agreement of the Mobile Communications Network Area and this Deed and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;

(ee) To require all Owners or occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner;

(ff) To post the number of the Unit whose Owner or occupant is in default or in breach of the terms and conditions of this Deed together with particulars of the default

or breach on the public notice boards of the Development after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so;

(gg) Subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed) and subject to the Government Grant, to grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Land and the Development PROVIDED THAT:-

(i) the exercise of this right shall not adversely interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and

(ii) any payment received shall be credited to the Special Fund;

(hh) Subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed) and subject to the Government Grant, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and in return to obtain the grant of similar right of way or access or use from such owners, occupiers or persons PROVIDED THAT:-

(i) the exercise of this right shall not adversely interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;

(ii) any benefits obtained from the exercise of this right shall accrue to the Owners of the Development; and

(iii) any payment received shall be credited to the Special Fund;

(ii) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Land and in return to obtain the grant of similar easements and rights from such owners and occupiers PROVIDED THAT:-

(i) the exercise of this right shall not adversely interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;

(ii) any benefits obtained from the exercise of this right shall accrue to the Owners of the Development; and

(iii) any payment received shall be credited to the Special Fund;

(jj) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;

(kk) Subject to the approval of the Owners' Committee (or the Owners' Corporation, if formed), to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit PROVIDED THAT:-

(i) such use shall not be in breach of the Government Grant;

(ii) the exercise of this right shall not adversely interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;

(iii) the exercise of this right shall not adversely interfere with the Owners' enjoyment of the Common Areas and Facilities; and

(iv) all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed;

(ll) To remove any dog, cat, bird or animal from the Development if, in the opinion of the Manager, such dog, cat, bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development or if the same has been the cause of complaint of at least two (2) other Owners or occupiers of the Development PROVIDED THAT this sub-clause shall not apply to trained guide dogs on leash for the visually impaired persons;

(mm) To provide such Christmas, Chinese New Year and other festive decorations, to organize such festive celebrations or activities for the Development and to host festive events or banquets within or outside the Development as the Manager shall in its reasonable discretion consider desirable;

(nn) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) to make, revoke or amend the Development Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed, the Ordinance or the Government Grant;

(oo) 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 shall not unreasonably withhold its consent or approval and to impose conditions or additional conditions including payment of reasonable administrative fees relative thereto (such fees shall be credited to the Special Fund);

(pp) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;

(qq) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees PROVIDED THAT any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;

(rr) Subject to the prior approval of the Owners at an Owners' meeting convened under this Deed, in the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation PROVIDED THAT any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners and be credited into the management funds, as the case may be;

(ss) Subject to the approval of the Owners' Committee (or the Owners' Corporation, if formed) and subject to the Government Grant, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed;

(tt) Subject to the prior approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) :-

(i) to make and revise Club House Rules governing the use of the Recreational Facilities; and

(ii) to let, hire, lease or license all or any part of the Recreational Facilities to any Owners, residents or occupiers of the Residential Accommodation and their bona fide visitors for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit,

PROVIDED THAT all income deriving therefrom shall become part of the management funds and shall not be used other than for the purpose of the

maintenance, operation, repair and improvement of the Recreational Facilities and that any deficit in the operation of the Recreational Facilities or any part thereof shall be charged to the management funds for the Residential Common Areas and Facilities;

(uu) (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;

(ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;

(iii) To organize environmental or recycling activities or initiatives through the collaboration or engagement of contractors;

(iv) Subject to the provisions of this Deed, to make Development Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;

(vv) To take all necessary steps for the purpose of inspecting the external drainage pipes enclosed by architectural features on the external walls of the Development which shall including without limitation the following :-

(i) to provide a suitable close-circuit television imaging device and trained personnel to operate the same or to enter into contract with a service provider for the provision of such device and operation of the same; and

(ii) to carry out or procure the carrying out of regular inspection of such drainage pipes within a specified interval as proposed by the Authorized Person;

(ww) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;

(xx) To engage qualified personnel to inspect or carry out structural, building, condition or other surveys of the Development or any part thereof including the

drains and channels within or outside the Land serving the Development as and when the Manager deems necessary or desirable;

(yy) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;

(zz) 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 Development Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;

(aaa) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services 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;

(bbb) 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 Slopes and Retaining Walls in compliance with 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, the Slope Maintenance Manual (if any) and all guidelines issued from time to time by appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls PROVIDED THAT the Manager shall not be personally liable for carrying out such maintenance and repair works, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners;

(ccc) In respect of any roof and/or flat roof forming part of a Residential Unit, the Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof and/or flat roof or the parapet walls of the roof and/or flat roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in this

Deed as the "**gondola**" which expression shall include all jibs, brackets, hinges, posts or other related equipment):-

(i) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (other than such part or parts owned by an Owner) of the Development, and

(ii) to remain temporarily over and/or on the said airspace for such period as may be necessary

for the purpose of accessing, inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities and/or the Development

PROVIDED THAT:-

(1) the use and enjoyment by the Owner of the Residential Unit shall not affected or prejudiced thereby; and

(2) the Manager shall at its own costs and expense make good any damage caused thereby and ensure that the least disturbance is caused and shall be liable for negligence or wilful or criminal acts of the Manager, its staff, contractors or workmen;

(ddd) To represent all Owners in dealing with the tenant under the Tenancy Agreement of the Mobile Communications Network Area and generally in dealing with all matters arising out of or in relation to the Tenancy Agreement of the Mobile Communications Network Area and subject to the approval of the Owners' Committee (or the Owners' Corporation, if formed) to renew or terminate the Tenancy Agreement of the Mobile Communications Network Area;

(eee) To do all such other things as are reasonably incidental to the management of the Land and the Development.

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

(a) To ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night PROVIDED THAT the right of the Owners of Residential Parking Spaces to the proper use and enjoyment of such Residential Parking Spaces in accordance with the provisions of the Government Grant and this Deed shall not be affected;

(b) To remove and impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which Owner has defaulted in paying parking fees (if any) or which Owner or driver is in breach of the Car Parking Rules and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the Owner thereof;

(c) To impose charges for any such removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.

(d) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris (if any) PROVIDED THAT such charges shall be paid into the management funds;

(e) To charge the Owners for all costs and consultants' fees which may reasonably be incurred by the Manager in approving their fitting out, decoration or construction plans affecting any Common Areas and Facilities submitted for approval by the Manager in accordance with the provisions of this Deed and Development Rules. The Manager shall not charge the Owners any fee other than a reasonable administrative fee for processing and issuing such approval and all such fee shall be credited to the Special Fund;

(f) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds;

(g) From time to time to make rules and regulations governing the supply and use of fresh and flushing water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government;

(h) To manage, repair, upkeep, maintain and to keep well-lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant; and

(i) Subject to the approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed), to charge a prescribed fee for entry into and/or use of the Recreational Facilities PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities.

5.3 The Manager shall have power to enter with or without workmen, contractors, public officers and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners including, but not limited to, the following :-

(a) effecting necessary repair, replacement, maintenance and cleaning to any part or parts of the Development or the Common Areas and Facilities or for the exercise and carrying out of any of its powers under the provisions of this Deed;

(b) replacing, repairing and maintaining any of the fresh or flushing water mains and pipes serving any part of the Land whether or not the same belong exclusively to any Unit;

(c) inspecting the toilets and the sanitary provisions therein and to replace or repair any part or parts of a toilet which shall leak at the relevant Owner's cost and expense;

(d) inspecting, repairing, replacing and maintaining the sprinkler system, fire fighting equipment or door hold open device forming part of the Common Areas and Facilities for compliance with the Fire Services Ordinance (Cap. 95 of the laws of Hong Kong) or any by-laws or regulations made thereunder;

(e) inspecting, repairing, replacing and maintaining the lifts, lift doors, lift control panels, access card system and their ancillary provisions forming part of the Common Areas and Facilities for the compliance with the Lifts and Escalators Ordinance (Cap. 618 of the laws of Hong Kong) or any by-laws or regulations made thereunder

PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.

5.4 The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed in respect of any matter concerning the Common Areas and Facilities.

5.5 All acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

5.6 (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend Development Rules regulating the use, occupation, maintenance and environmental control of the Land and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Development Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Development Rules from time to time in force

shall be supplied to each Owner on request on payment of reasonable copying charges.

(b) Such Development Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions. In case of inconsistency between such Development Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail. The Development Rules and any amendments thereto must not be inconsistent with or contravene the Ordinance or the Government Grant.

(c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such Development Rules or non-observance thereof by any third party.

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

5.8 (a) Subject to sub-clauses (b) and (c) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK$200,000 or such other sum in substitution therefor as the Authority 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) below, 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 such other percentage in substitution therefor as the Authority may specify by notice in Gazette unless:-

(i) if there is an Owners' Corporation:-

(1) the supplies, goods or services are procured by invitation to tender;

(2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and

(3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or

(ii) if there is no Owners' Corporation:-

(1) the supplies, goods or services are procured by invitation to tender;

(2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and

(3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

(c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause (c) as "**relevant supplies, goods or services**")

(i) where there is an Owners' Corporation, if:-

(1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and

(2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

(ii) where there is no Owners' Corporation, if:-

(1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and

(2) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

(d) Subject to sub-clauses (a), (b) and (c) above, the procurement of supplies, goods or services by the Manager or the Owners' Committee that involves amounts in excess of or likely to be in excess of HK$200,000 (or such other sum as the Authority may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the annual budget (or such other percentage as the Authority may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A(1) of the Ordinance shall apply to the Manager or the Owners' Committee with any appropriate variations.

SECTION VI

6. Exclusions and Indemnities

6.1 The Manager shall not be liable to the Owners' Committee or the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or the instructions from the Owners' Committee or the Owners, not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents or contractors and the Owners shall fully and effectually indemnify the Manager, its employees, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid not being an act or omission involving criminal liability, dishonesty or negligence and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager 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 the lifts, fire and security services equipment, air-conditioning plants and other facilities (if any) or the Common Areas and Facilities of or in the Development, or

(b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or

(c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or

(d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or

(e) theft, burglary or robbery within the Development;

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

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

6.3 Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against the acts and omissions of all persons occupying any Unit of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by this Deed or for which the Manager has in its reasonable discretion elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION VII

7. Owners' Committee

7.1 The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) to: -

(a) appoint an Owners' Committee and the chairman thereof; or

(b) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.

7.2 The Owners' Committee shall consist of not fewer than 7 members and not more than 11 members, or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners, provided that in the appointment or election of the members to the Owners' Committee:

(a) not fewer than 6 members shall be elected from the Owners of the Residential Units; and

(b) not fewer than 1 member shall be elected from the Owners of the Residential Parking Spaces.

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

(a) the representing of the Owners in all dealings with the Manager;

(b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;

(c) the reviewing of the annual budget and revised budget prepared by the Manager;

(d) the approval of the Development Rules made from time to time by the Manager;

(e) to elect a manager to take the place of the Manager in accordance with the provisions of Clause 4.2 hereof;

(f) the approval of the Tenancy Agreement of the Mobile Communications Network Area and all matters arising out of or in relation to the Tenancy Agreement of the Mobile Communications Network Area, including but not limited to, the renewal and termination thereof; and

(g) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.

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

(a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee.

(b) The husband or wife of any Owner duly authorised by the Owner which authorisation shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee PROVIDED THAT such husband or wife resides in the Development.

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

(a) he resigns by notice in writing to the Owners' Committee; or

(b) he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or

(c) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or

(d) he becomes incapacitated by physical or mental illness or death; or

(e) he is removed from office by resolution of a duly convened meeting of Owners.

In any of the events provided for in sub-clauses (a), (c) or (d) the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

7.6 A meeting of the Owners' Committee may be convened at any time by the chairman or any two members of the Owners' Committee.

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

(a) by delivering it personally to the member of the Owners' Committee; or

(b) by sending it by post to the member of the Owners' Committee at his last known address; or

(c) by leaving it at the member's Unit or depositing it in the letter box for that Unit.

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

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

(a) the chairman; or

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

The first chairman appointed pursuant to Clause 7.1 hereof shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the Owners at the first or any other meeting of the Owners held in any calendar year.

7.10 The Manager shall act as the secretary to the Owners' Committee and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

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

(a) 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.

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

(c) Subject to sub-clause (b) above :-

(i) all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it

concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed; and

(ii) a resolution put to the vote of the meeting shall be decided on a show of hands only.

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

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

7.14 (a) The Owners' Committee shall cause to be kept records and minutes of :-

(i) the appointment and vacation of appointments of all its members and all changes therein;

(ii) all resolutions and notes of proceedings of the Owners' Committee;

(iii) the members present at all meetings.

(b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on a reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying reasonable charges therefor.

7.15 Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents and occupiers of the Development or for community concerns or to co-opt any person eligible under Clause 7.4 who are not members of the Owners' Committee to serve on such sub-committees.

SECTION VIII

8. Meeting of Owners

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

(a) A meeting of Owners may be convened by :-

(i) the Owners' Committee;

(ii) the Manager; or

(iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.

(b) The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-

(i) the date, time and place of the meeting; and

(ii) the resolutions (if any) that are to be proposed at the meeting.

(c) The notice of meeting referred to in sub-clause (b) above may be given -

(i) by delivering it personally to the Owner;

(ii) by sending it by post to the Owner at his last known address; or

(iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

(d) The quorum at a meeting of Owners shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "**10% of the Owners**" shall :-

(i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Land and the Development were divided; and

(ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.

(e) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a)(ii) or (iii) above, the person convening the meeting.

(f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.

(g) At a meeting of Owners :-

(i) an Owner shall have one vote in respect of each Undivided Share he owns;

(ii) an Owner may cast a vote personally or by proxy;

(iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast -

(1) by a proxy jointly appointed by the co-Owners;

(2) by a person appointed by the co-Owners from amongst themselves; or

(3) if no appointment is made under sub-sub-clause (iii)(1) or (2), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;

(iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and

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

(h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and

(1) shall be signed by the Owner; or

(2) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.

(ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

(iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

(i) The procedure at a meeting of Owners shall be as is determined by the Owners.

(j) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development Provided as follows:-

(i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.

(ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.

(iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed.

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

(l) The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

SECTION IX

9. Extinguishment Of Rights

9.1 In the event of any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause rendering it substantially unfit for habitation or use or occupation, (a) the Owners' Committee (b) the Manager or (c) the Owners of the Development holding not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners in whom the right to exclusive use, occupation and enjoyment of such part of the Development and such meeting may resolve by a seventy-five per cent (75%) majority of the Owners present in person or by proxy holding not less than seventy-five per cent (75%) of the total Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and Facilities) and voting that by reason of insufficiency of insurance money or changes in building law or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Development then in such event

the Undivided Shares in the Land representing such part of the Development shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners. All insurance money received in respect of any policy of insurance on such part of the Development shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant part of the Development.

PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Development in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Development and be recoverable as a civil debt. The resolution is to be binding upon all the Owners of the damaged part(s).

9.2 The following provisions shall apply to a meeting convened as provided in Clause 9.1 hereof :-

(a) The person convening such meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:

(i) the date, time and place of the meeting; and

(ii) the resolutions (if any) that are to be proposed at the meeting.

(b) The notice of meeting referred to in sub-clause (a) shall be posted on the public notice boards of or a prominent place in the Development and if possible, may be given :

(i) by delivering it personally to the Owner;

(ii) by sending it by post to the Owner at his last known address; or

(iii) by leaving at the Owner's Unit or depositing it in the letter box for that Unit.

(c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares of the part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) so affected in question shall be a quorum.

(d) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum.

(e) The chairman of the Owners' Committee or the person convening such meeting shall be the chairman of the meeting.

(f) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof.

(g) At such meeting of the Owners :

(i) an Owner shall have one vote in respect of each Undivided Share he owns;

(ii) an Owner may cast a vote personally or by proxy;

(iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of that Undivided Share may be cast :

(1) by a proxy jointly appointed by the co-Owners;

(2) by a person appointed by the co-Owners from among themselves; or

(3) if no appointment is made under this sub-clause (g)(iii)(1) or (2), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners.

(iv) where 2 or more persons are the co-Owners of an Undivided Share, and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and

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

(h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and

(1) shall be signed by the Owner; or

(2) if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.

(ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or the person convening the meeting at least 48 hours before the time for the holding of the meeting.

(iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at that meeting.

(i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of votes of such Owners present in person or by proxy and voting in proportion to the number of Undivided Shares in the relevant part of the Development so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting shall be binding on all the Owners of the Development or (as the case may be) the relevant part of the Development PROVIDED as follows:-

(i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;

(ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;

(iii) no resolution shall be valid if it is contrary to the provisions of this Deed.

(j) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

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

SECTION X

10. Miscellaneous Provisions

10.1 (a) No provision of this Deed shall contradict, overrule or fail to comply with the provisions of the Ordinance and the Schedules thereto.

(b) Nothing in this Deed conflicts with or is 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.

(c) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they

remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.

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

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

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

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

10.6 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 shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.

10.7 (a) The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Development within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the

Development. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on 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 or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.

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

10.8 A set of the plans annexed hereto showing the Common Areas and Facilities shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges.

10.9 At any time after the formation and during the 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.

10.10 (a) The First Owner at its own costs and expenses has prepared a schedule of the Works and Installations in the Development, which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in the FOURTH SCHEDULE to this Deed (subject to revisions as provided for in sub-clauses (e) and (f) below).

(b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details:-

(i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;

(ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;

(iii) recommended maintenance strategy and procedures;

(iv) a list of items of the Works and Installations requiring routine maintenance;

(v) recommended frequency of routine maintenance inspection;

(vi) checklist and typical inspection record sheets for routine maintenance inspection;

(vii) recommended maintenance cycle of the Works and Installations.

(c) The First 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 after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

(d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.

(e) The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.

(f) The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on the revisions to be made to the schedule 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.

(g) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations shall be paid out of the Special Fund.

(h) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office of the Development within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

10.11 (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with the Geoguide 5–Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual prepared in accordance with such Geoguide 5.

(b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls

in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to "**the Manager**" includes the Owners' Corporation, if formed.

(c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.

(d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.

(e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after 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.

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares

(A) Residential Unit — **1,534** Undivided Shares

Block A

Floor \ Flat	1	2	Sub-Total
2	13	13	26
3	13	13	26
4	13	13	26
5	13	13	26
6	13	13	26
7	13	13	26
8	13	13	26
9	13	13	26
10	13	13	26
11	13	13	26
12	13	13	26
13	13	13	26
14	13	13	26
15	13	13	26
16	13	13	26
17	13	13	26
18	13	13	26
19	13	13	26
20	13	13	26
21	13	13	26
22	13	13	26
23	13	13	26
24	13	13	26
25	13	13	26
26	13	13	26
27	13	13	26
28	13	13	26
29	13	13	26
30	13	13	26

Block B

Floor \ Flat	1	2	Sub-Total
1	13	13	26
2	13	13	26
3	13	13	26
4	13	13	26
5	13	13	26
6	13	13	26
7	13	13	26
8	13	13	26
9	13	13	26
10	13	13	26
11	13	13	26
12	13	13	26
13	13	13	26
14	13	13	26
15	13	13	26
16	13	13	26
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18	13	13	26
19	13	13	26
20	13	13	26
21	13	13	26
22	13	13	26
23	13	13	26
24	13	13	26
25	13	13	26
26	13	13	26
27	13	13	26
28	13	13	26
29	13	13	26
30	13	13	26

(B) Residential Parking Spaces

Residential Parking Spaces Car Park 1 Floor: Nos.1 to 18 Car Park 2 Floor: Nos.19 to 36 Car Park 3 Floor: Nos.37 to 64 Car Park 4 Floor: Nos.65 to 92 Car Park 5 Floor: Nos.93 to 120 Car Park 6 Floor: Nos.121 to 149 (149 nos. x 1 Undivided Shares each)	**149** Undivided Shares
(C) Common Areas and Facilities	**100** Undivided Shares
Grand Total:	**1,783** Undivided Shares

Allocation of Management Shares

(A) Residential Unit — **1,534** Management Shares

Block A

Floor \ Flat	1	2	Sub-Total
2	13	13	26
3	13	13	26
4	13	13	26
5	13	13	26
6	13	13	26
7	13	13	26
8	13	13	26
9	13	13	26
10	13	13	26
11	13	13	26
12	13	13	26
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23	13	13	26
24	13	13	26
25	13	13	26
26	13	13	26
27	13	13	26
28	13	13	26
29	13	13	26
30	13	13	26

Block B

Floor \ Flat	1	2	Sub-Total
1	13	13	26
2	13	13	26
3	13	13	26
4	13	13	26
5	13	13	26
6	13	13	26
7	13	13	26
8	13	13	26
9	13	13	26
10	13	13	26
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27	13	13	26
28	13	13	26
29	13	13	26
30	13	13	26

(B) Residential Parking Spaces

Residential Parking Spaces Car Park 1 Floor: Nos.1 to 18 Car Park 2 Floor: Nos.19 to 36 Car Park 3 Floor: Nos.37 to 64 Car Park 4 Floor: Nos.65 to 92 Car Park 5 Floor: Nos.93 to 120 Car Park 6 Floor: Nos.121 to 149 (149 nos. x 1 Management Shares each)	**149** Management Shares
Grand Total:	**1,683** Management Shares

THE SECOND SCHEDULE ABOVE REFERRED TO

Rights, Privileges and Easements

Part A

1. The Owner of a Unit (in this Schedule referred to as "**his premises**") shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Grant, the Tenancy Agreement of the Mobile Communications Network Area, this Deed, the Development Rules and the rights of the Manager and the First Owner as provided in this Deed :-

   (a) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development;

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

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

2. In addition to the above rights and privileges but SUBJECT TO the provisions of the Government Grant, the Tenancy Agreement of the Mobile Communications Network Area, this Deed, the Development Rules and the rights of the Manager and the First Owner as provided in this Deed :-

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

   (b) Every Owner of a Residential Unit, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the

Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Residential Unit.

(c) Every Owner of a Residential Parking Space shall have the full right and liberty (in common with the Manager and others having like rights) to :-

(i) go pass and repass over and along and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Residential Parking Space; and

(ii) in case of emergency, go pass and repass over and along all staircases connecting the Carpark to Ground Floor of the Development as means of escape.

Part B

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

(a) The full right and privilege of the Manager at all reasonable times on reasonable notice (except in an emergency) with or without agents, surveyors, workmen and others and with or without equipment and apparatus to enter into and upon his premises for the purposes of carrying out necessary repairs to or maintenance of the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts;

(b) The full right and privilege of the Manager at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof and/or flat roof or the parapet walls of the roof and/or flat roof as may be determined by the Manager the gondola or such building management equipment or units to access, service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of accessing, inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities PROVIDED THAT the use and enjoyment by the Owner of the Residential Unit shall not be unreasonably affected or prejudiced thereby;

(c) Rights of the First Owner set forth in Section III of this Deed;

(d) Rights of the tenant and its successors and assigns under the Tenancy Agreement of the Mobile Communications Network Area; and

(e) Rights and privileges equivalent to those set forth in Part A of this Second Schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO

Covenants, Provisions and Restrictions

1. No Owner shall make any structural alteration to any part of the Development owned by him (including but not limited to the structure of the Unit owned by him or any installation or fixture therein) which may damage or affect or interfere with the right of other Owner(s) or the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities) nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Land not being equipment or apparatus for his exclusive use and benefit.

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

3. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Development or any of the Units.

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

5. (a) No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.

   (b) No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.

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

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

8. (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Grant, the Occupation Permit, this Deed and any Ordinances and Regulations from time to time applicable thereto.

(b) No Owner shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.

(c) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles.

(d) No Residential Parking Space shall be used other than for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation.

(e) The Residential Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services and no structure or partitioning shall be erected thereon and the electric vehicle charging facilities ancillary to the Residential Parking Spaces shall not be used other than for the purpose of recharging the electric vehicles.

PROVIDED THAT the First Owner may use any Unit(s) and such other part(s) of the Development owned by the First Owner for the purposes of sales offices and show flats and related marketing activities provided further that if any Residential Units are used as such show flats:-

(1) such Residential Units shall only be used for the sole purpose of facilitating the sale of the Residential Units by the First Owner;

(2) the access to the show flats shall be subject to the consent and control of the Manager (who may prescribe the manner of access to the show flats, determine the opening hours thereof and control the number of visitors at any time);

(3) the use and enjoyment of other Residential Units shall not be affected;

(4) the access to other Residential Units shall not be impeded or restricted; and

(5) the operation of the show flats shall cause as little disturbance as possible to other Owners.

9. No partitioning shall be erected or installed in a 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.

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

11. 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 part of his Residential Unit any metal grille, shutter or gate except with the written approval of the Manager.

12. 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 any advertising or other sign of any description (including any small name plate outside the entrance door of a Residential Unit giving the Owner's or occupier's name).

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

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

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

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

17. No air-conditioning or other units shall be installed through any window or external wall of the Residential Unit other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.

18. No Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners,

poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof.

19. No Owner shall exhibit, display or allow or suffer to be exhibited or displayed on the external parts of any building or structure erected or to be erected on the Land any bill, notice, placard, poster, sign or advertisement whatsoever.

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

21. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, external walls or balconies of his Residential Unit or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.

22. No Owner shall erect or build or suffer to be erected or built on or upon the roof, flat roof or balcony forming part of his Residential Unit or the Development any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter (including the offending Owner's part of the Development) and remove from such roof, flat roof or balcony of the Residential Unit such structure at the cost of the offending Owner.

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

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

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

26. No Owner shall permit the causing of noisy nuisance (e.g. playing of mahjong) in his part of the Development between 11:00 p.m. and 7 a.m. so as to cause disturbance to the Owners or occupiers of any other part of the Development.

27. No dogs, cats, birds or animals shall be kept or harboured in any part of the Development if, (i) in the opinion of the Manager, such dog, cat, bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development and (ii) if the same has been the cause of written complaint of at least two (2) other Owners or occupiers of the Development PROVIDED THAT this Clause shall not apply to trained guide dogs on

leash for the visually impaired persons. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash.

28. Not to allow children to play in the Common Areas and Facilities (except such parts of the Recreational Facilities designed for children) and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.

29. No Owner shall paint the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the façade or external appearance of his Unit or the Development (including any part owned by him) or the colour of the window glass panes and the window frames of his Unit without the prior consent in writing of the Manager.

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

31. No Owner shall cause or allow bicycles, baby carriages, skateboards or similar vehicles to obstruct any Common Areas and Facilities.

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

33. No Owner shall make any alteration to or interfere with the sprinkler system, fire fighting equipment, fire alarm system, visual fire alarm system or door hold open device forming part of the Common Areas and Facilities or suffer to be done anything to such sprinkler system, fire fighting equipment, fire alarm system, visual fire alarm system or door hold open device which would constitute a breach of the Fire Services Ordinance (Cap. 95 of the laws of Hong Kong) or any by-laws or regulations made thereunder. If any alteration, addition, repair or modification to such fire fighting equipment, sprinkler system, fire alarm system, visual fire alarm system or door hold open device shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by a registered fire services installations contractor at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

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

35. No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift

loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this Clause the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.

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

37. (a) Each Owner shall at his own cost and expense and in compliance with the Government Grant, this Deed and the Development Rules, manage, repair, maintain and upkeep his Unit and all services and facilities installed therein or used in connected therewith.

(b) Subject to the provisions of this Deed, each Owner shall keep and maintain his Unit and all wirings and piping thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Land and the Development.

38. Every Owner shall observe and comply with all terms and provisions of the Government Grant, the Tenancy Agreement of the Mobile Communications Network Area and this Deed so long as he remains as owner of an Undivided Share.

39. (a) The balconies shall only be used as balcony in relation to or in connection with use and enjoyment of the Residential Units for which they are provided;

(b) The design and location of the balconies under the Building Plans shall not be altered in any way;

(c) The balconies shall not be enclosed above safe parapet height other than as under the Building Plans;

(d) Each Owner of the balcony shall (i) at his own cost keep the interior of such balcony in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance (Cap. 123 of the laws of Hong Kong) and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same; and

(e) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the balcony to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the

right to enter upon the Residential Units concerned (including the balconies provided therein) and remove any structures which are installed, exhibited, affixed, erected or attached to the balconies or the Residential Units which are in breach of the aforesaid covenants. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

40. No Owner shall carry out or cause to be carried out any alteration (structural or otherwise), interior fitting out or any construction works whatsoever to any Residential Unit which may affect any Common Areas and Facilities save with the written approval of the Manager which approval shall not be unreasonably withheld, which works shall be carried out in accordance with the Fit-out Rules. The Fit-out Rules may prescribe that the Owner of Residential Unit shall deposit and maintain with the Manager a refundable decoration deposit of HK$10,000 or such other reasonable sum as may be determined by the Manager from time to time as security for the due observance and performance by the Owner of the Fit-out Rules when fitting-out or decorating his Residential Unit. Such decoration deposit shall be refunded by the Manager without interest to the Owner of Residential Unit after the Owner has notified the Manager in writing that the fitting-out or decoration of his Residential Unit has been completed and upon the Manager being satisfied that this is the case.

41. 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.

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

43. (a) The Owner of a Residential Unit has the right to use the surface of the Party Wall abutting his Unit.

(b) A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Residential Units which the Party Wall separates.

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

45. Each Owner of the Residential Parking Space shall at his own cost and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Private Electric Vehicle Facilities (if any) serving his Residential Parking Space

exclusively and the ownership of all such facilities shall belong to him. Each Owner of the Residential Parking Space shall be liable for all loss and damage that may be suffered by the Owners or occupiers of other Premises for his failure to observe and comply with the provisions of this Clause.

46. Without prejudice to the generality of Clause 47 of the Third Schedule of this Deed, if any Owner of Residential Parking Space shall fail to repair or maintain the Private Electric Vehicle Facilities serving (if any) his Residential Parking Space exclusively in accordance with Clause 47 of the Third Schedule of this Deed and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of the Development or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not be obliged, to carry out such repairs or maintenance works to the relevant Private Electric Vehicle Facilities and make good all damage (if any) caused by the Owner's failure to repair or maintain as the Manager shall in absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Residential Parking Space as a civil debt.

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

THE FOURTH SCHEDULE ABOVE REFERRED TO

Schedule of Works and Installations

The major Works and Installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis which include the following:-

(a) structural elements;
(b) external wall finishes and roofing materials;
(c) Slopes and Retaining Walls (if any);
(d) plumbing system;
(e) drainage system;
(f) fire services installations and equipment and other fire safety elements;
(g) normal and emergency power supply system;
(h) smoke extraction system;
(i) lightning protection system;
(j) lift installations;
(k) gas supply system;
(l) window installations;
(m) glass and metal installations;
(n) air-conditioning and mechanical ventilation system for Common Areas and Facilities;
(o) filtration plant;
(p) irrigation plant;
(q) external paving finishes;
(r) landscape and plants;
(s) landscape fixtures;
(t) carpark control system;
(u) Vertical Greenery;
(v) canopies;
(w) security system, community antenna television (CATV), telecom access control system;
(x) close-circuit television (CCTV) equipment;
(y) electrical wiring system;
(z) gondola system; and
(aa) planters on the façade of the buildings.

SEALED with the Common Seal of the)
First Owner and **SIGNED** by)
Wong Hung Han, its director)
)
)
duly authorized by the board resolutions)
of its directors, whose signature(s) is/are)
verified by :-)

Yu Wai Tung

Solicitor, Hong Kong SAR
Deacons

SIGNED SEALED and **DELIVERED**)
by the **First Assignee** (Holders of Hong)
Kong Identity Cards Nos. [redacted])
[redacted] in the presence of:-)

Simon Reid-Kay
Simon Reid-Kay & Associates
Solicitor, Hong Kong SAR

~~INTERPRETED to the First Assignee by :-~~

[redacted]

SEALED with the Common Seal of the)
DMC Manager and **SIGNED** by)
)
Wong Hung Han, its director)
)
) X
duly authorised by the board resolutions)
of its directors, whose signature(s) is/are)
verified by :-)

Yu Wai Tung

Solicitor, Hong Kong SAR
Deacons

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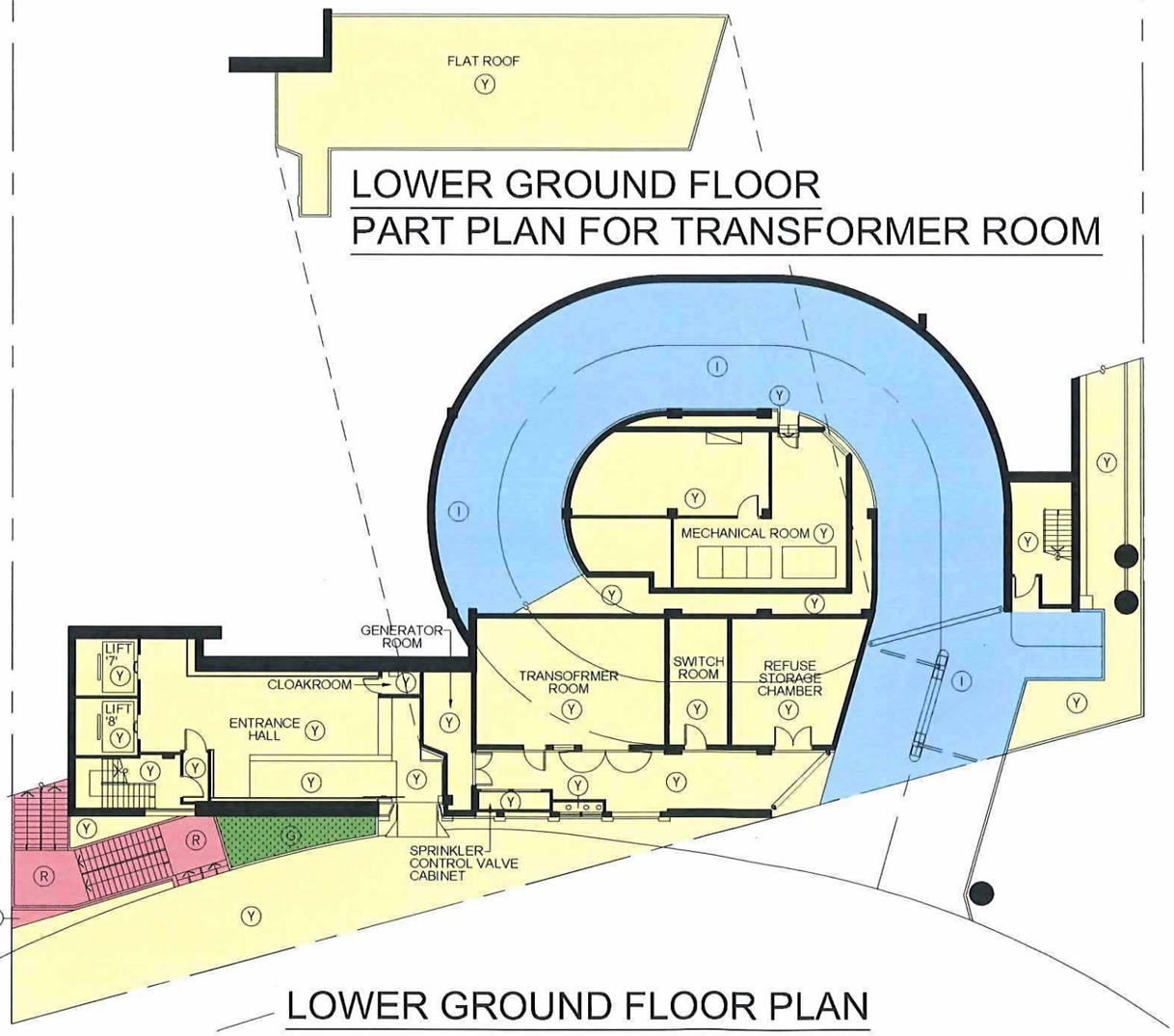

LOWER GROUND FLOOR PLAN

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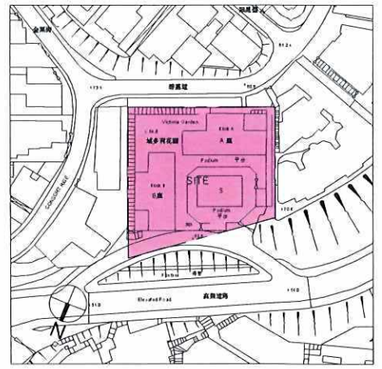
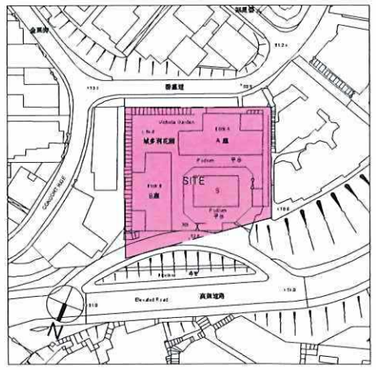


BLOCK PLAN 1:2000

I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 01	LEGEND: (I) CARPARK COMMON AREAS AND FACILITIES (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (R) RESIDENTIAL COMMON AREAS AND FACILITIES (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREENERY AREA) VERTICAL GREEN	REV: DATE : AUG 2022



BLOCK PLAN 1:2000



CAR PARK 1 TO 2 FLOOR PLAN

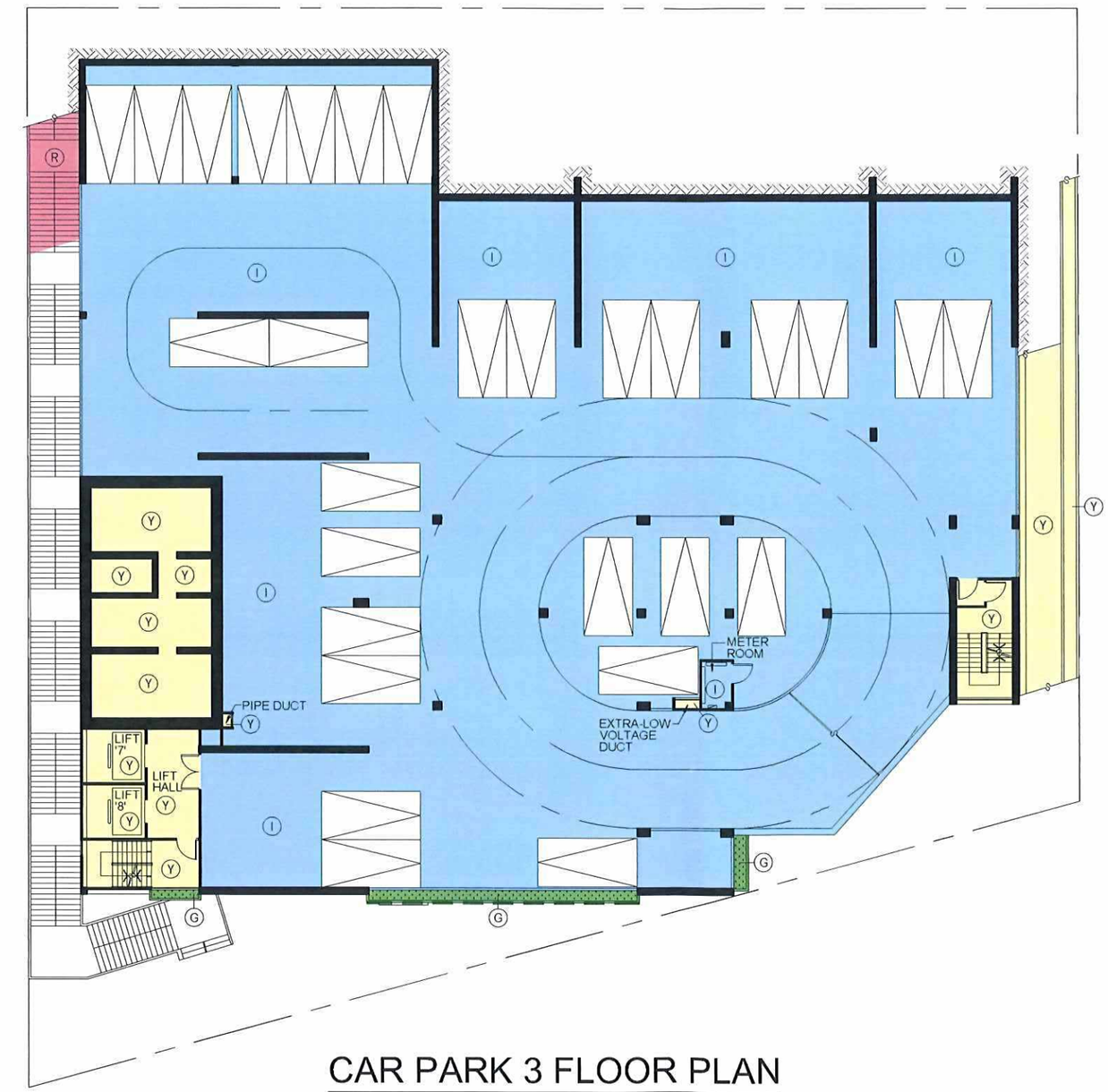
0m 2.5m 12.5m 25m

Scale 1:250

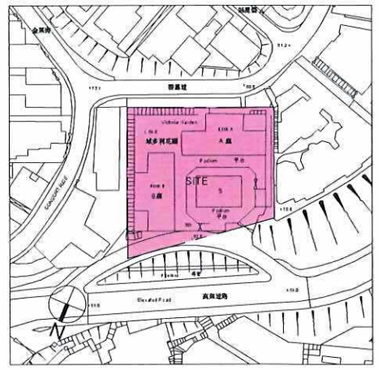
I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 02	LEGEND: (I) CARPARK COMMON AREAS AND FACILITIES (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (R) RESIDENTIAL COMMON AREAS AND FACILITIES (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREENERY AREA) VERTICAL GREEN	REV: DATE : AUG 2022



CAR PARK 3 FLOOR PLAN



BLOCK PLAN 1:2000

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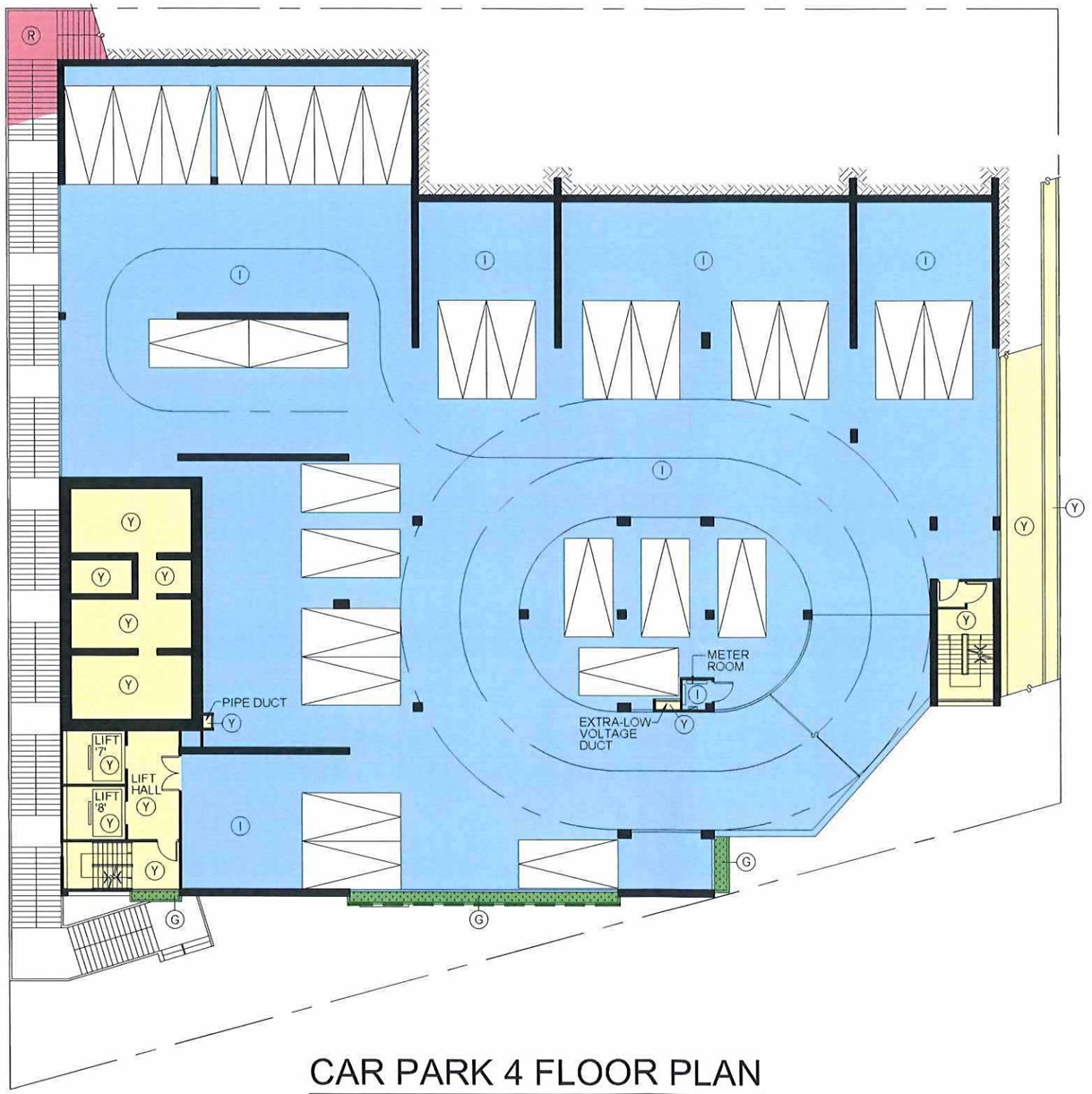
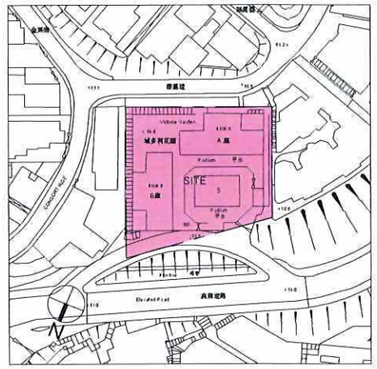
I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 03	LEGEND: (I) CARPARK COMMON AREAS AND FACILITIES (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (R) RESIDENTIAL COMMON AREAS AND FACILITIES (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREENERY AREA) VERTICAL GREEN	REV: DATE : AUG 2022





BLOCK PLAN 1:2000

CAR PARK 4 FLOOR PLAN

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Scale 1:250

I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 04	LEGEND: (I) CARPARK COMMON AREAS AND FACILITIES (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (R) RESIDENTIAL COMMON AREAS AND FACILITIES (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREENERY AREA) VERTICAL GREEN	REV: DATE : AUG 2022

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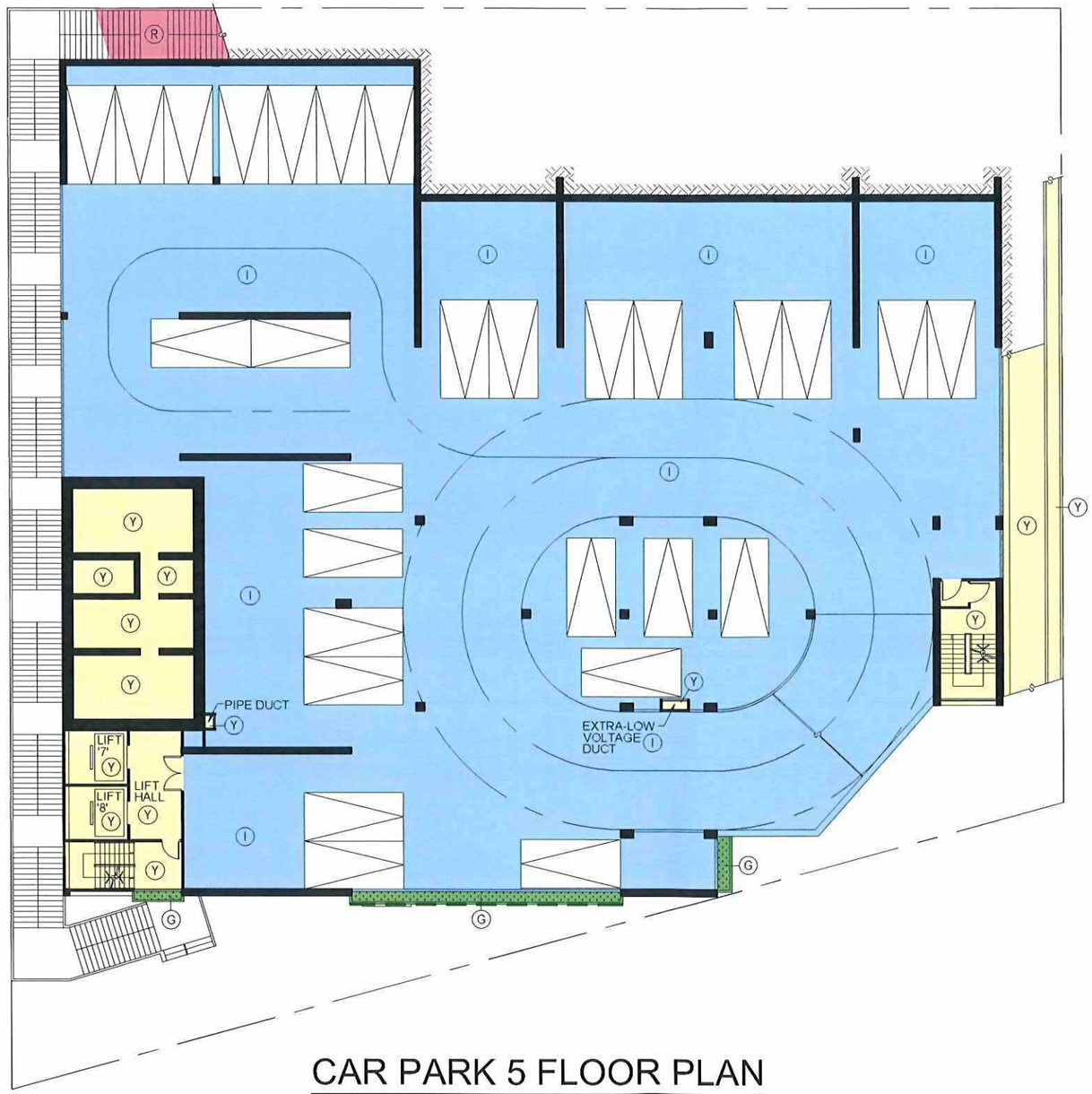

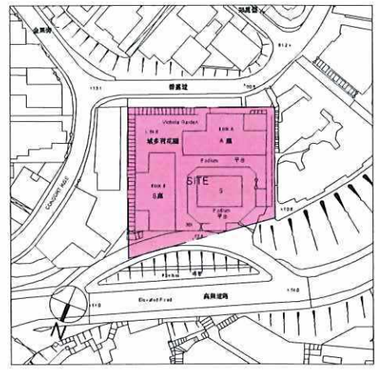

BLOCK PLAN 1:2000

CAR PARK 5 FLOOR PLAN

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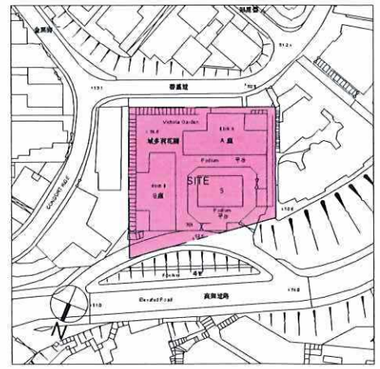
Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 05	LEGEND: (I) CARPARK COMMON AREAS AND FACILITIES (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (R) RESIDENTIAL COMMON AREAS AND FACILITIES (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREENERY AREA) VERTICAL GREEN	REV: DATE : AUG 2022





BLOCK PLAN 1:2000

CAR PARK 6 FLOOR PLAN

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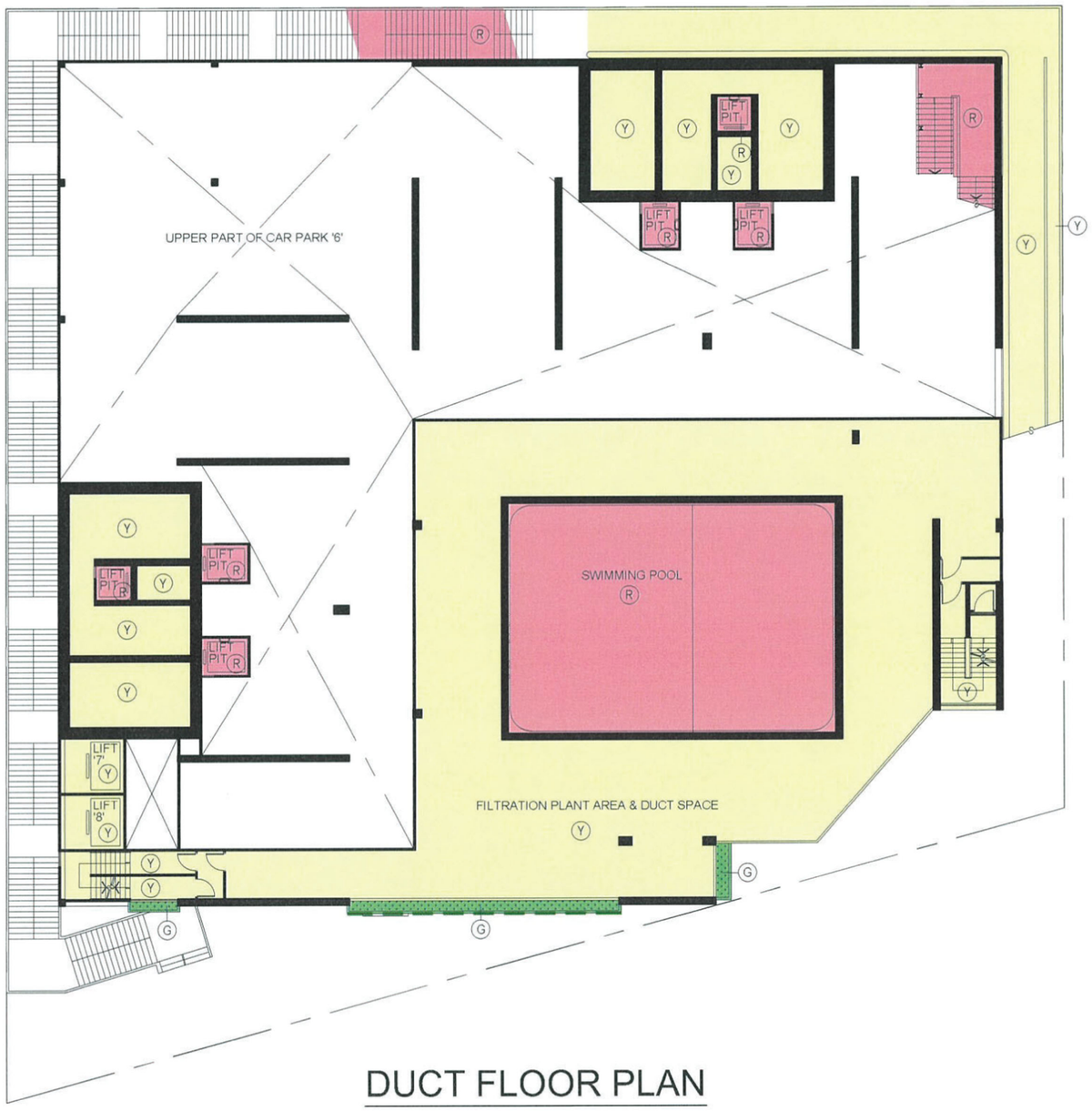
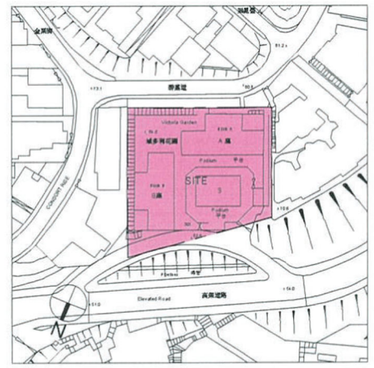
I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 06	LEGEND: (I) CARPARK COMMON AREAS AND FACILITIES (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (R) RESIDENTIAL COMMON AREAS AND FACILITIES (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREENERY AREA) VERTICAL GREEN	REV: DATE : AUG 2022







BLOCK PLAN 1:2000

DUCT FLOOR PLAN

0m 2.5m 12.5m 25m

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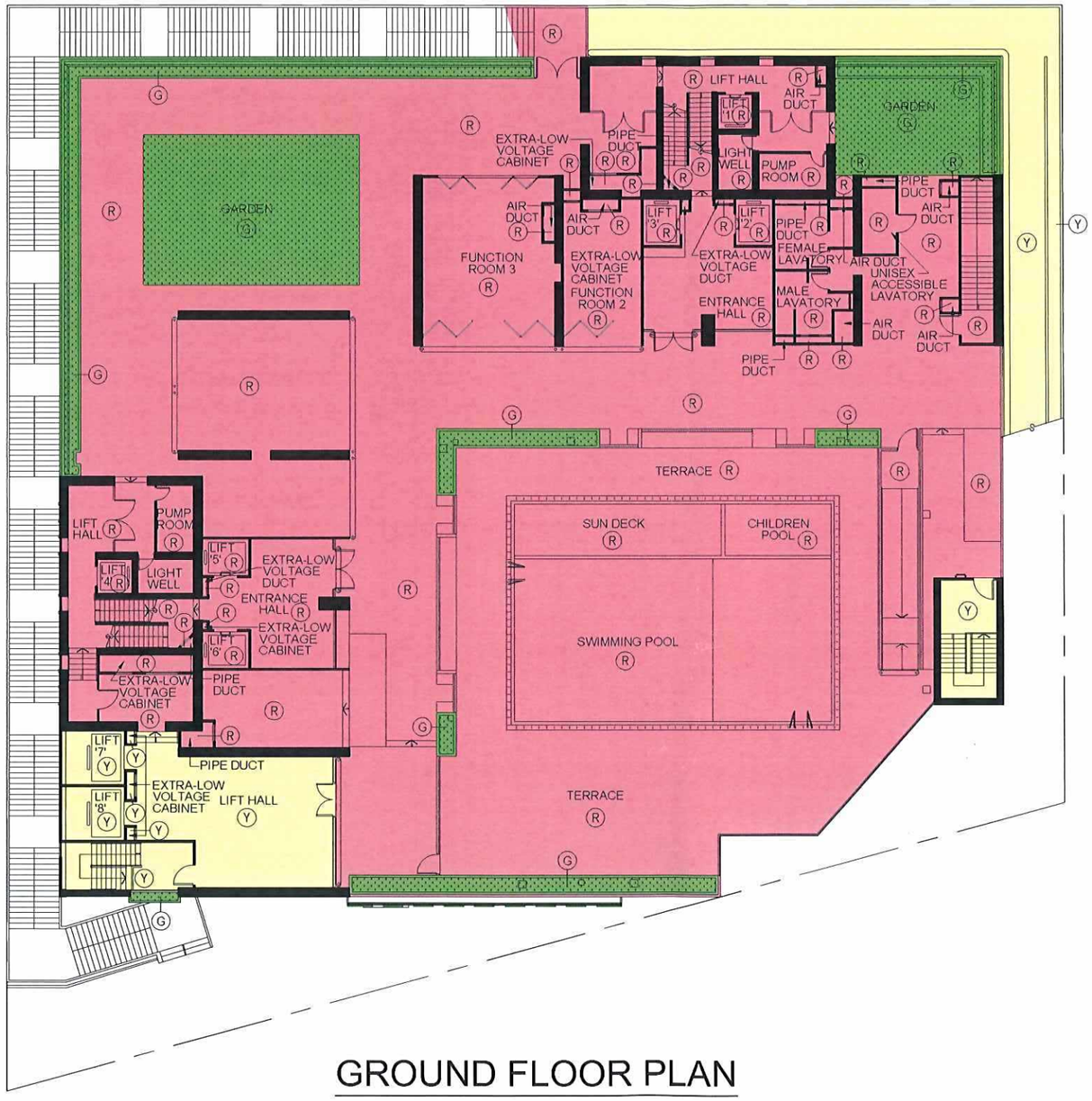
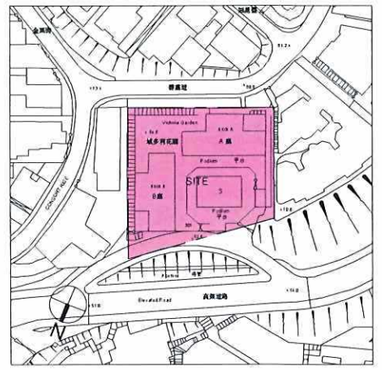
I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 07	LEGEND: (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (R) RESIDENTIAL COMMON AREAS AND FACILITIES (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREENERY AREA) — — VERTICAL GREEN	REV: DATE : AUG 2022





BLOCK PLAN 1:2000

GROUND FLOOR PLAN

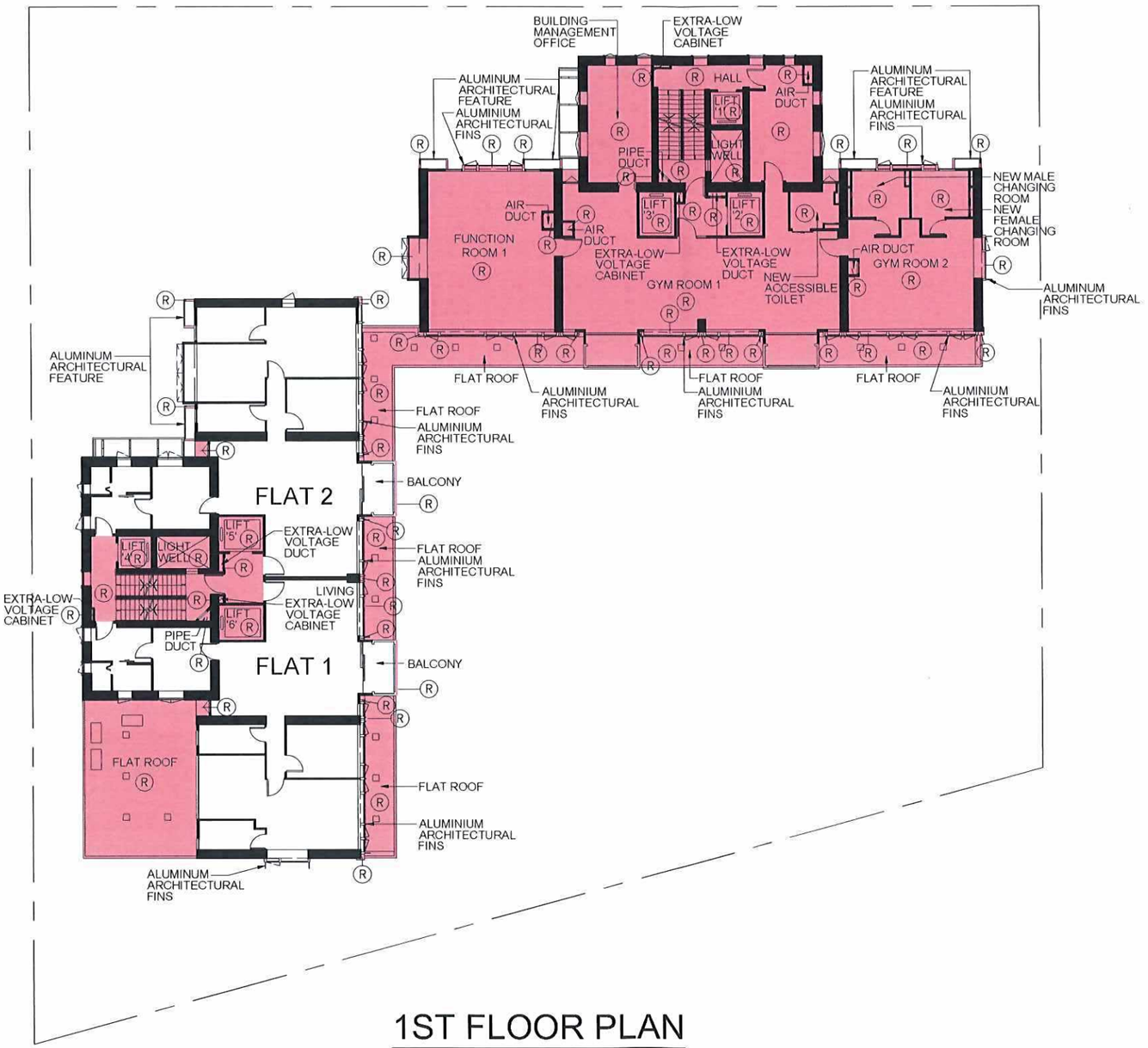
0m 2.5m 12.5m 25m

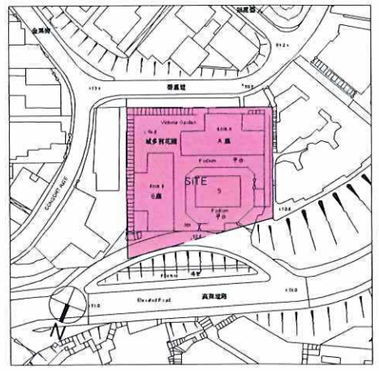
Scale 1:250

I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 08	LEGEND: (I) CARPARK COMMON AREAS AND FACILITIES (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (R) RESIDENTIAL COMMON AREAS AND FACILITIES (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREENERY AREA) VERTICAL GREEN	REV: DATE : AUG 2022





BLOCK PLAN 1:2000

1ST FLOOR PLAN

0m 2.5m 12.5m 25m

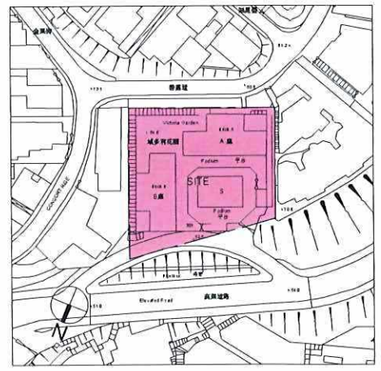
Scale 1:250

I hereby certify the accuracy of this Plan

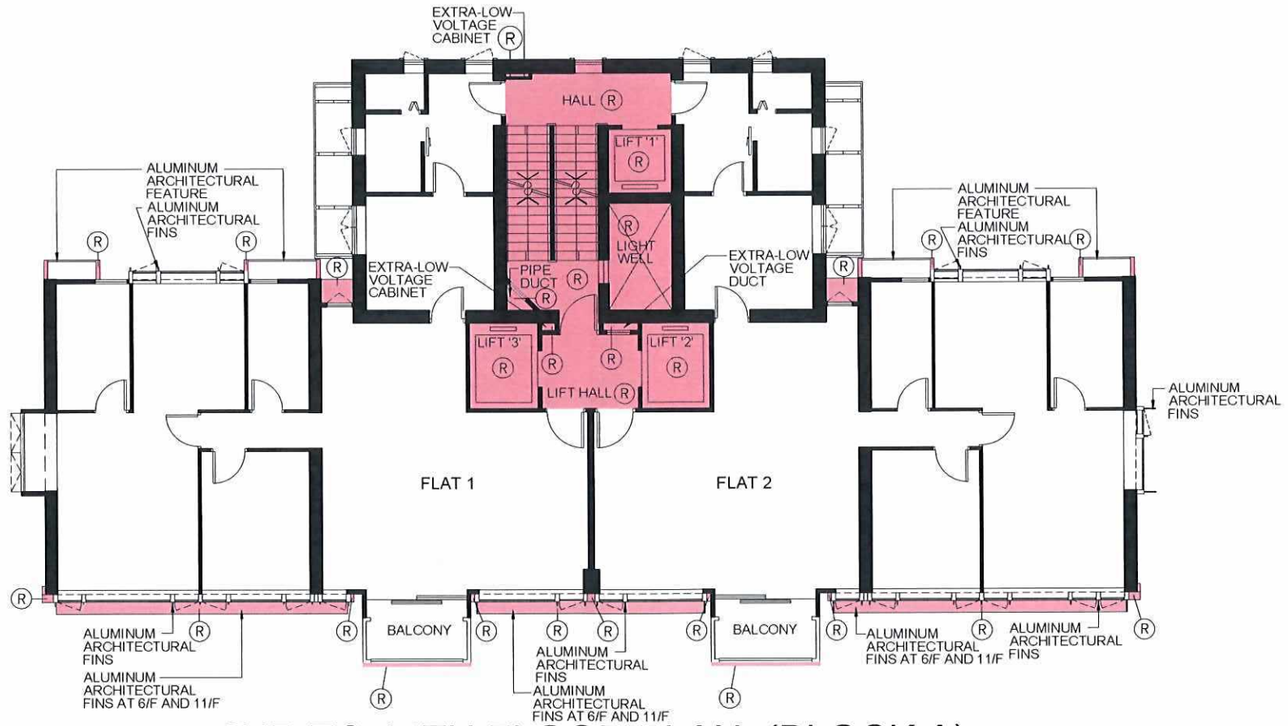
Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 09	LEGEND: (I) CARPARK COMMON AREAS AND FACILITIES (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (R) RESIDENTIAL COMMON AREAS AND FACILITIES (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREENERY AREA) VERTICAL GREEN	REV: DATE : AUG 2022

N



BLOCK PLAN 1:2000



2ND TO 14TH FLOOR PLAN (BLOCK A)

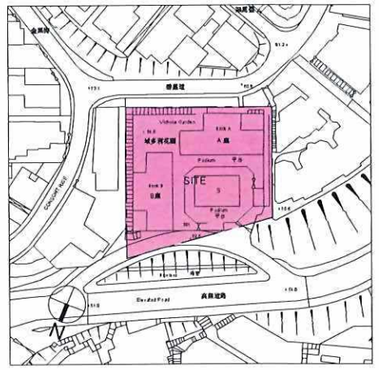
0m 1.5m 7.5m 15m

Scale 1:150

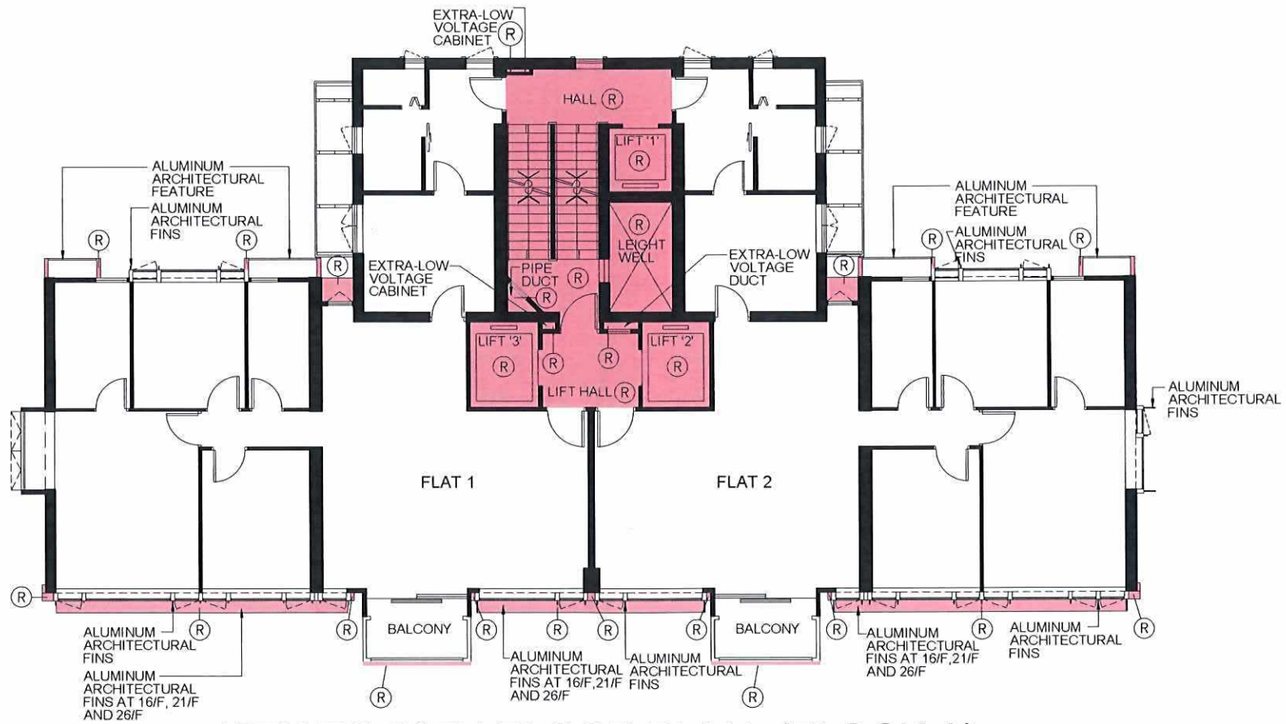
I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 10	LEGEND: (R) RESIDENTIAL COMMON AREAS AND FACILITIES	REV: DATE : AUG 2022



BLOCK PLAN 1:2000



15TH TO 30TH FLOOR PLAN (BLOCK A)

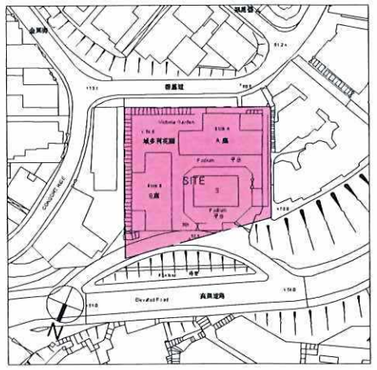
0m 1.5m 7.5m 15m

Scale 1:150

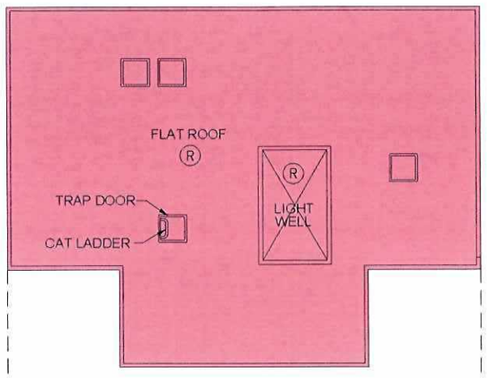
I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

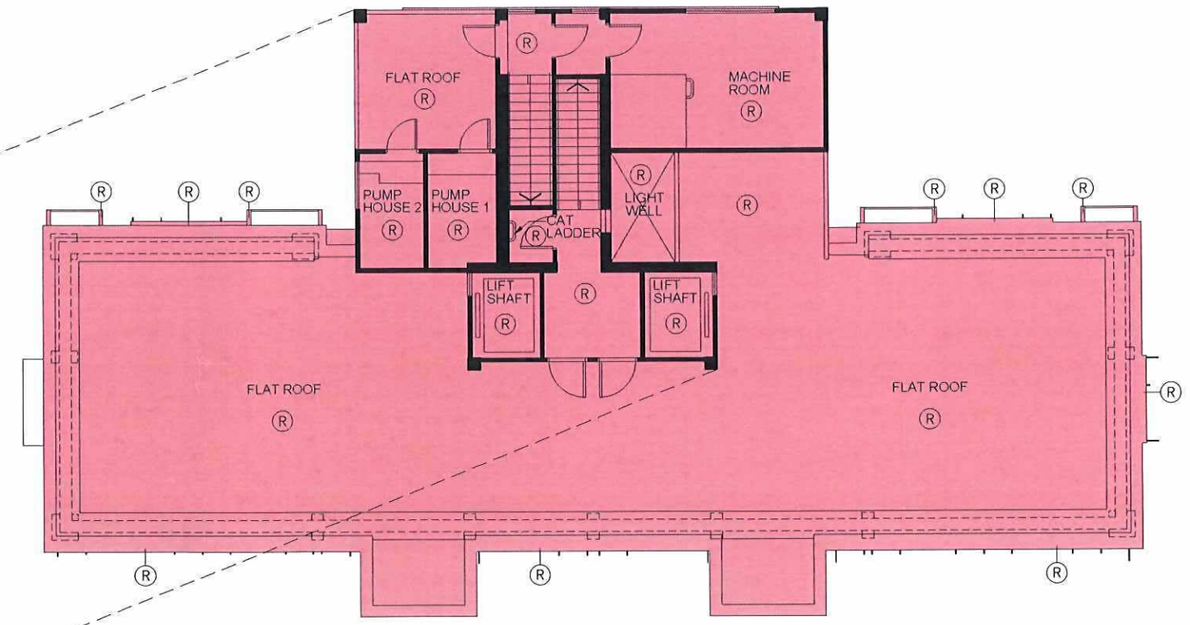
INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 11	LEGEND: (R) RESIDENTIAL COMMON AREAS AND FACILITIES	REV: DATE : AUG 2022



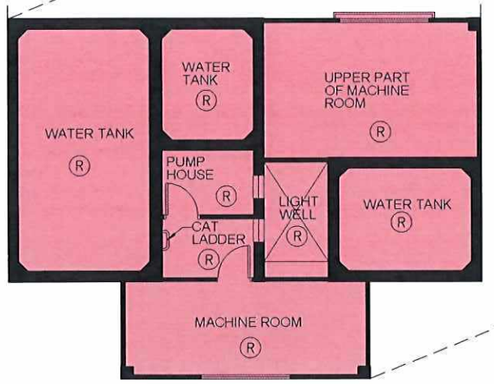
BLOCK PLAN 1:2000



UPPER ROOF PLAN (BLOCK A)



ROOF PLAN (BLOCK A)



MACHINE ROOM PLAN (BLOCK A)

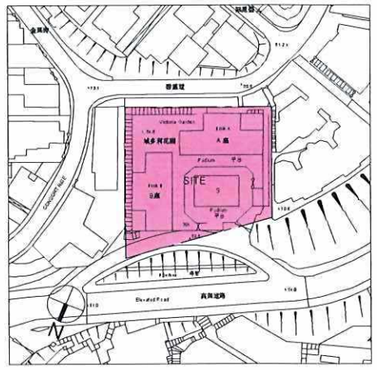
0m 1.5m 7.5m 15m

Scale 1:150

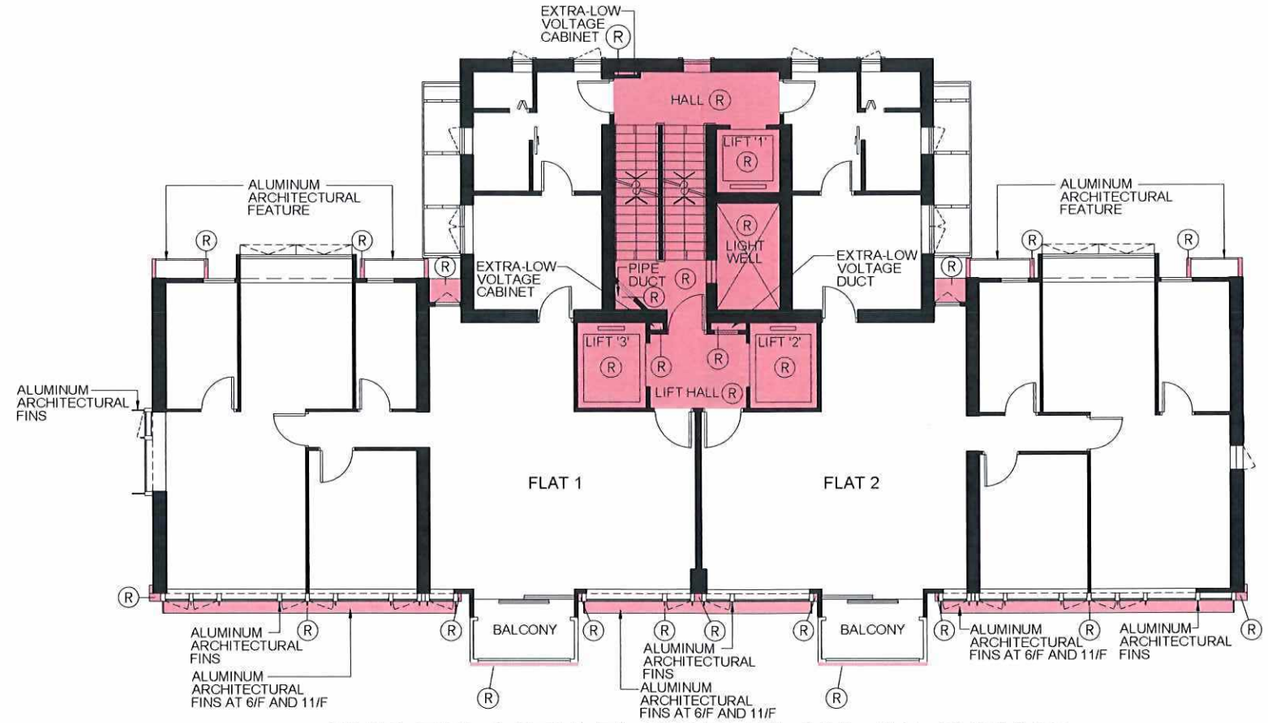
I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 12	LEGEND: Ⓡ RESIDENTIAL COMMON AREAS AND FACILITIES	REV: DATE : AUG 2022



BLOCK PLAN 1:2000



2ND TO 14TH FLOOR PLAN (BLOCK B)

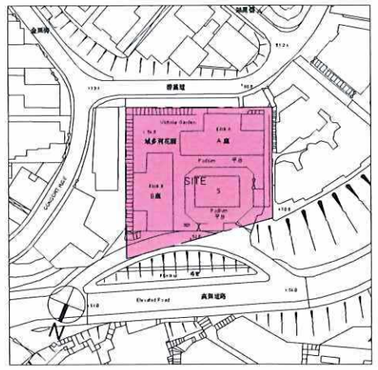
0m 1.5m 7.5m 15m

Scale 1:150

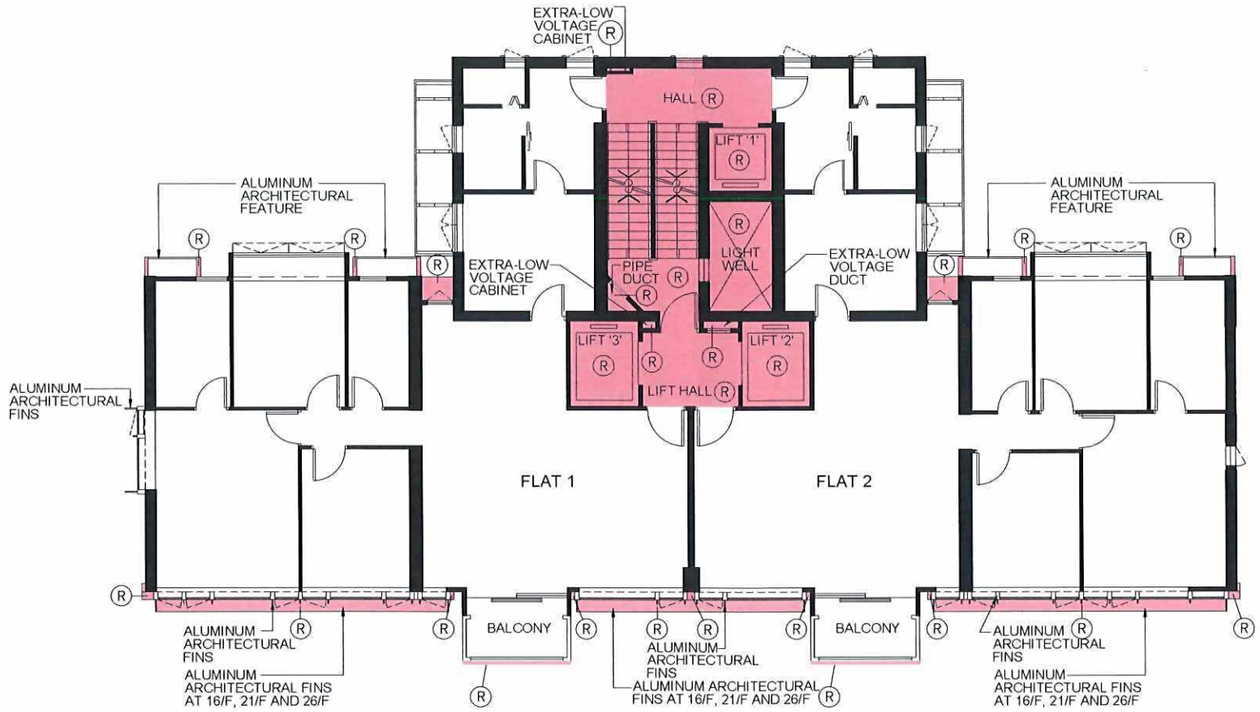
I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 13	LEGEND: (R) RESIDENTIAL COMMON AREAS AND FACILITIES	REV: DATE : AUG 2022



BLOCK PLAN 1:2000



15TH TO 30TH FLOOR PLAN (BLOCK B)

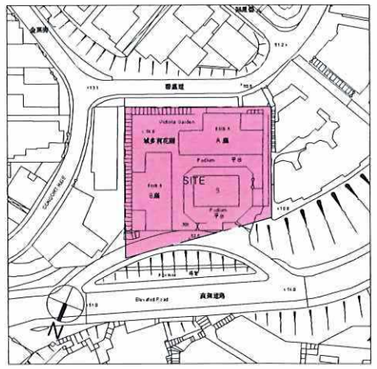
0m 1.5m 7.5m 15m

Scale 1:150

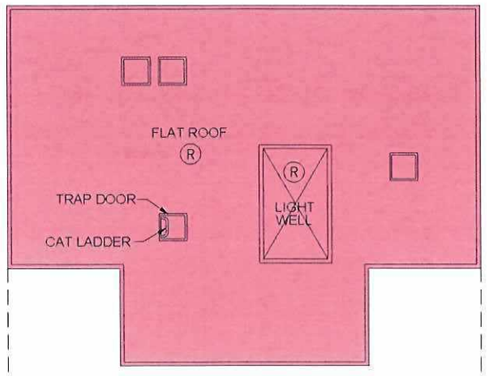
I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

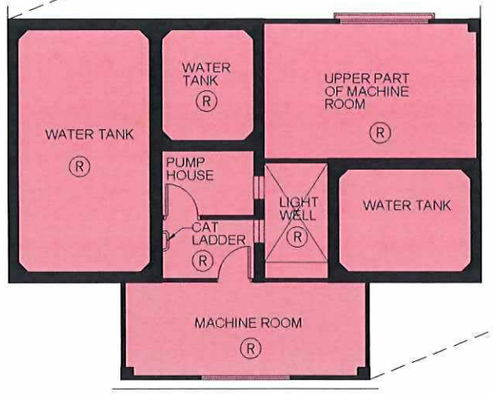
INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 14	LEGEND: (R) RESIDENTIAL COMMON AREAS AND FACILITIES	REV: DATE : AUG 2022



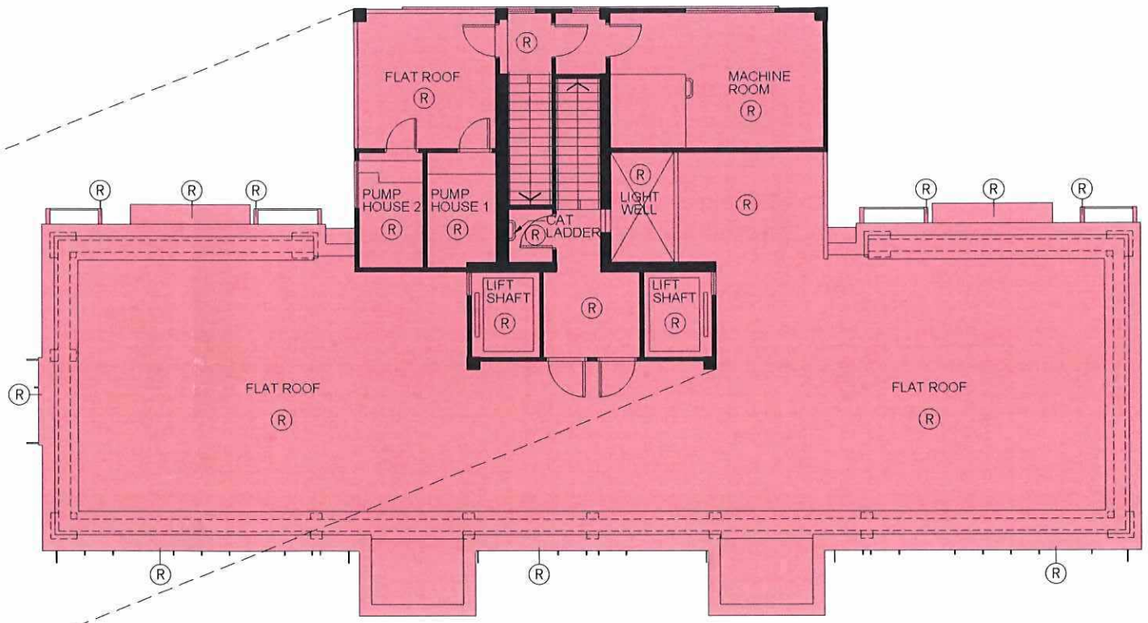
BLOCK PLAN 1:2000



UPPER ROOF PLAN (BLOCK B)



MACHINE ROOM PLAN (BLOCK B)



ROOF PLAN (BLOCK B)

0m 1.5m 7.5m 15m

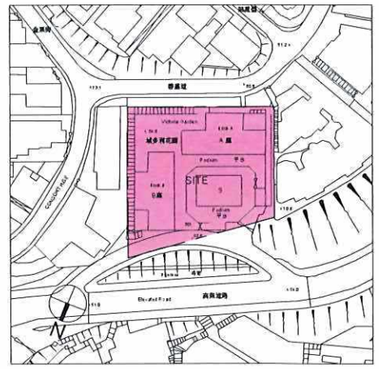
Scale 1:150

I hereby certify the accuracy of this Plan

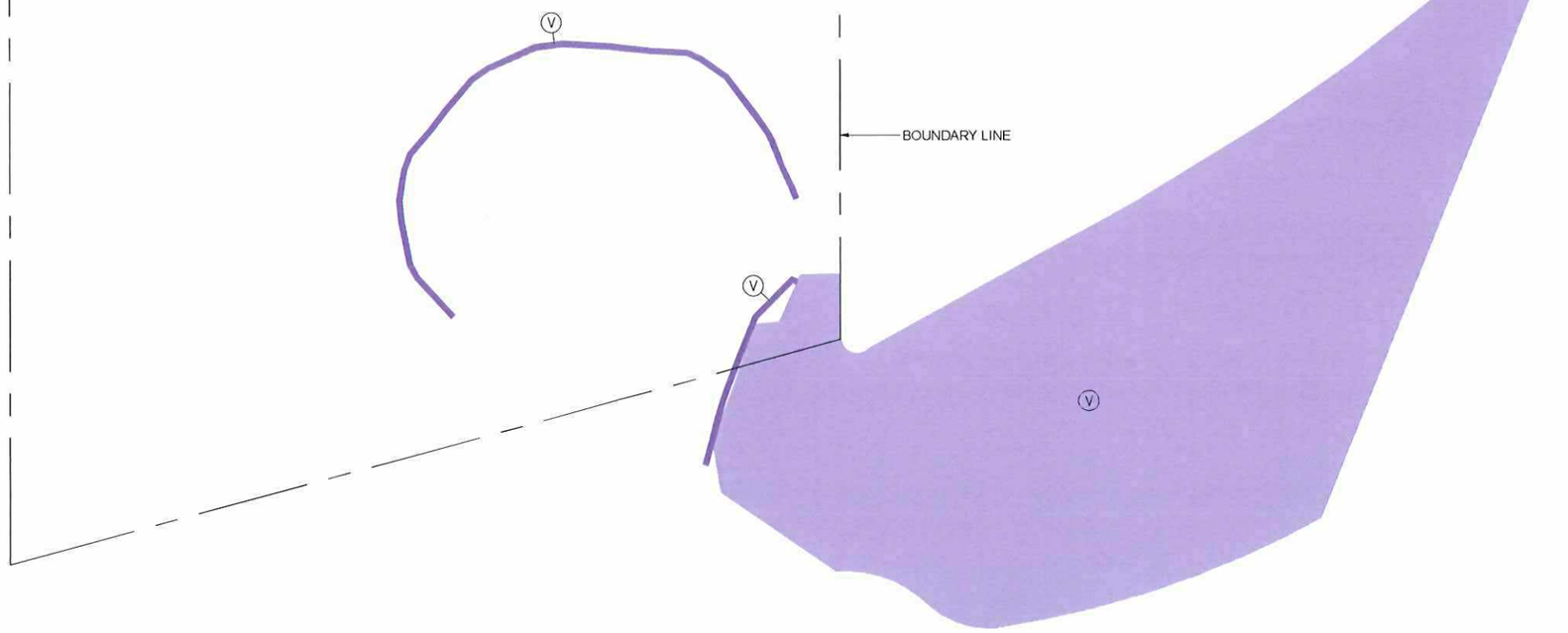
Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : DMC - 15	LEGEND: Ⓡ RESIDENTIAL COMMON AREAS AND FACILITIES	REV: DATE : AUG 2022

N



BLOCK PLAN 1:2000



SLOPE PLAN

0m 3.5m 17.5m 35m

Scale 1:350

I hereby certify the accuracy of this Plan

Leung Heung Kwan, Ellis
Authorized Person, Architect

INLAND LOT NO.2603	DMC PLAN PLAN NO. : SP - 01	LEGEND: (V) SLOPE RETAINING WALL NOTES : ALL SLOPE STRUCTURE IN THIS PLAN ARE FOR IDENTIFICATION PURPOSES ONLY I CERTIFY THAT;- I) THIS PLAN INCLUDES ALL THE SLOPE STRUCTURES REQUIRED TO BE MAINTAINED BY THE OWNERS; AND II) THIS PLAN WAS PREPARED AND CHECKED AS TO THE ACCURACY.	REV: DATE : AUG 2022