

THIS DEED

is dated the 11th day of November 2015 and is made

BETWEEN

(1) **BEST FORTUNE INVESTMENT LIMITED** whose registered office is situate at 10th Floor, Tower 1, Enterprise Square, No.9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong (hereinafter called "the Company" which expression shall where the context so admits include their respective successors and assigns) of the first part;

(2) [REDACTED]
[REDACTED]
[REDACTED] (hereinafter called "the First Owner" which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and

(3) **SAVILLS PROPERTY MANAGEMENT LIMITED (第一太平戴維斯物業管理有限公司)** whose registered office is situate at Rooms 805-813, 8th Floor, Cityplaza One, No.1111 King's Road, Taikoo Shing, Hong Kong (hereinafter called "the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

WHEREAS :-

1. Immediately prior to the said Assignment to the First Owner hereinafter referred to the Company was the registered owner of the Lot.
2. The Company has developed or is in the course of developing the Building on the Lot in accordance with the Approved Building Plans. The Building has been completed and an Occupation Permit in respect thereof has been issued.

3. For the purposes of sale and defining individual ownership, the Building have been notionally divided into 3,712 equal undivided parts or shares, the allocation of which is set out in Part I of the First Schedule hereto.
4. By an Assignment bearing even date ("the said Assignment") and made between the Company of the one part and the First Owner of the other part the Company assigned unto the First Owner All That Flat D on the 16th Floor (including the Balcony, Utility Platform, Air-conditioning Platform and Bay Window thereof) of the Building ("the said premises") subject to and with the benefit of the Government Lease.
5. The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, insurance and servicing of the Lot and the Building, and their equipment, services and apparatus thereof and for the purpose of defining and regulating the respective rights, interests and obligations of the Owners in respect of the Lot and the Building and to provide for a due proportion of the Management Expenses of the Lot and the Building to be borne by each of the Owners.

NOW THIS DEED WITNESSES as follows :-

PART I

Definition and Interpretation

1. In this Deed the following words and expressions shall have the following meanings ascribed to them whenever the context so permits :-
"Advertising Spaces" means the advertising signage spaces respectively shown and coloured Pink and marked "AS-1", "AS-2" and "AS-3" on the South-East Elevation plan and the South-West Elevation plan of the Plans for the display or affixing of advertisements (whether illuminated or not) or for such other purpose(s)

as the respective Owners of the Advertising Spaces may from time to time deem fit.

“Approved Building Plans” means the general building plans and specifications in respect of the Building or in respect of any part or parts of the Building prepared by the Authorized Person and approved by the Building Authority and includes any approved amendments thereto;

“Authorized Person” means Mr. Ku Siu Fung Stephen of Chau Ku & Leung Architects & Engineers Limited, which expression shall include any other authorized person or persons for the time being appointed by the Company in the place of the said Mr. Ku Siu Fung Stephen;

“BMO” means the Building Management Ordinance (Cap.344);

“Building” means the whole of the building comprising, inter alia, Residential Accommodation, Car Parking Areas and Commercial Areas erected on the Lot known as “L • Harbour 18 (利 • 港灣 18)” in accordance with the Government Lease and the Approved Building Plans;

“Car Parking Areas” means such spaces, car ports, ramps, driveways or areas provided within the Lot in accordance with the Approved Building Plans the use of which is for the parking of motor vehicles and motor cycles belonging to the residents and occupiers of the Building and their bona fide guests, visitors or invitees as shown on the carpark layout plan approved by the Building Authority including any approved amendments thereto;

“Car Park Common Areas and Facilities” means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Car Parking Spaces and Motor Cycle Parking Spaces and shall include :-

- (a) the whole Car Parking Areas excluding (i) the Car Parking Spaces and (ii) those areas designated as part of the Estate Common Areas and Facilities;
- (b) those areas of the Building which are (for identification purpose) coloured Brown on the Plans;
- (c) all glazing, window panes, window frames, doors, door frames, louvers and louver frames of any area mentioned in paragraph (a) of this definition; and
- (d) all lifts located in any area mentioned in paragraph (a) of this definition and associate fittings, fixtures, equipment, installations, lift shafts and lift pits.

“Car Parking Space” means a Residential Car Parking Space, a Commercial Car Parking Space and a Disabled Person Car Parking Space and Car Parking Spaces shall be construed accordingly;

“Club House” means the premises comprising, inter alia, the children play area, gymnasium, associated lift lobby, corridors, lavatories and such other areas and facilities as are now or from time to time designated as such by the Company;

“Club Rules” means such rules and regulations made by the Manager (with the approval of the Owners' Committee, if and when it is formed) from time to time with specific application to the Club House and the use and enjoyment thereof;

“Commercial Areas” means such part of the Building constructed or to be constructed for commercial/shop purposes in accordance with the Approved Building Plans;

“Commercial Car Parking Space” means a space in the Car Parking Areas intended for the parking of motor vehicles belonging to the occupiers of the Commercial Units and their bona fide guests, visitors or invitees in accordance with Special Condition No. (6)(b)(i)(II) of the Government Lease and to which Undivided Share(s) is/are allocated, as shown on the 2/F plan of the Plans and

thereon marked "CP2" and "CP3" and Commercial Car Parking Spaces shall be construed accordingly;

"Commercial Motor Cycle Parking Space" means a space in the Car Parking Areas intended for the parking of motor cycles belonging to the occupiers of the Commercial Units and their bona fide guests, visitors or invitees in accordance with Special Condition No. (6)(d)(i)(III) of the Government Lease and to which Undivided Share(s) is/are allocated, as shown on the 2/F plan of the Plans and thereon marked "CMP";

"Commercial Common Areas and Facilities" means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Commercial Units; and shall include :-

- (a) those areas of the Building which are (for identification purpose) coloured Yellow on the Plans; and
- (b) all sanitary appliances, glazing, window panes, window frames, doors, door frames, louvers and louver frames of any area mentioned in paragraph (a) of this definition.

"Commercial Unit" means a unit in the Commercial Areas to which Undivided Shares are allocated as shown on the G/F and 1/F plans of the Plans and thereon marked "Shop A" and "Shop B" including but not limited to

- (a) all glass walls, window panes, window frames, doors, door frames, louvres and louver frames of the unit;
- (b) all internal finishes (including plastering, paints, wallpapers) of the unit including those attached to structural or load bearing elements enclosing, adjoining or inside the unit, but excluding any other part of such structural or load bearing elements;
- (c) the inner half of any non-structural or non-loading bearing external walls enclosing the unit;

- (d) the inner half of any non-structural or non-load bearing elements separating another Unit or any Common Parts from the unit;
 - (e) all non-structural or non-load bearing internal partitions of the unit;
 - (f) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits (including the smoke detectors or other fire safety, prevention or fighting systems and their associated systems, equipment, facilities, machinery, fixtures, fittings, Conduits) serving exclusively the unit;
 - (g) such part or parts of the Advertising Spaces assigned together with the unit; but shall exclude (notwithstanding paragraphs (a) to (g) of this definition):
 - (1) structural or load bearing elements enclosing, adjoining or inside the unit; and
 - (2) any Conduits located inside such non-domestic unit which do not exclusively serve the unit or any part thereof,
- and Commercial Units shall be construed accordingly;

“Common Areas and Facilities” means collectively the Estate Common Areas and Facilities, the Commercial Common Areas and Facilities, the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities;

“Common Parts” means all (a) areas; (b) systems; (c) equipment; (d) facilities; (e) machinery; (f) fixtures; (g) fittings; (h) Conduits; and (i) other matters in the Lot :-

- (i) which are intended for the common use and benefit of different Owners, occupiers, licensees or invitees of the Lot or any part thereof; or
- (ii) as shall fall within the definition of “common parts” in Section 2 of the BMO.

The expression shall include (subject to the provisions of this Deed) the matters referred to in the Fourth Schedule to this Deed and shall also include those areas of the Building which are (for identification purpose) coloured Green, Indigo, Brown, Yellow, Green Hatched Black and Green Stippled Black on the Plans.

For the avoidance of doubt, the expression shall exclude any system, equipment, facility, fixture, fitting or Conduit which serves only one Unit.

“Conduits” includes sewers, drains, pipes, wires, cables, ducts, risers, gutters, flues, watercourses, fibres and any medium for the passage or transmission of soil, sewage, water, gas, electricity, air, smoke, light, information or other matters, and associated equipment and structures;

“Disabled Person Car Parking Space” means a space in the Car Parking Areas intended for the parking of motor vehicles by disabled persons (as defined in the Road Traffic Ordinance) in accordance with Special Condition No. (6)(c)(i) of the Government Lease, as shown on the 2/F plan of the Plans and thereon coloured Indigo and marked “DIS CP1”;

“Estate Common Areas and Facilities” means and includes :-

- (a) those areas of the Building which are (for identification purpose) coloured Indigo on the Plans;
- (b) those loading and unloading bay(s) of the Building provided in accordance with Special Condition No. (32)(a) of the Government Lease;
- (c) those circulation and manoeuvring spaces;
- (d) the entire External Walls (save and except for those part(s) forming part of any Unit, the Car Park Common Areas and Facilities, the Residential Common Areas and Facilities or the Commercial Common Areas and Facilities);
- (e) all structural or load bearing elements of the Building;
- (f) the foundations of the Building;
- (g) the Disabled Person Car Parking Space;
- (h) those areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;

- (i) those Common Parts which are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Units; and
- (j) those Common Parts which do not form part of the Commercial Common Areas and Facilities, the Residential Common Areas and Facilities or the Car Park Common Areas and Facilities

“External Walls” means the façade and the external walls of the Building or any part thereof including but not limited to the external finishes, claddings, architectural features and grilles;

“Fire Safety Management Plan” means the fire safety management plan and measures relating to Open Kitchen Units required to be implemented by the Building Authority, the Fire Services Department and any other relevant government authority and any addition or variation thereto from time to time in accordance with the relevant requirements of the Building Authority, the Fire Services Department or any other relevant Government authorities.

“Green and Innovative Features” means the green and innovative features in or forming part of the Building exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands, including those features as indicated on the Plans and such green and innovative features include the Non-enclosed Areas, Wider Corridors and Lift Lobbies and non-structural prefabricated external wall;

“Government” means the Government of the Hong Kong Special Administrative Region;

“Government Lease” means the Conditions of Sale No. 9607 dated the 19th day of January 1970 as varied or modified by a Modification Letter dated the 28th day of November 1972 and registered in the Land Registry by Memorial No.

UB941642 and a Modification Letter dated the 9th day of November 2011 and registered in the Land Registry by Memorial No. 11111101650277 including all amendments, variations, modifications or extensions thereof or waivers or consents or no-objections by the Government of or in relation to any provisions contained therein, made or effected from time to time after the date of the said Conditions of Sale No. 9607;

“House Rules” means the rules supplemental to this Deed governing the Building or any part or parts thereof from time to time in force made pursuant to these presents and including without limitation the Club Rules;

“Lot” means all that piece or parcel of ground registered in the Land Registry as Kowloon Inland No.9673;

“Maintenance Manual for the Works and Installations” means the maintenance manual for the Works and Installations as mentioned in Clause 131 of this Deed as may from time to time be amended or revised in accordance with the provisions of this Deed;

“Management Expenses” means expenses, costs and charges necessarily and reasonably incurred in the management of the Building and the Lot;

“Management Shares” means those shares allocated to the Units as set out in Part II of the First Schedule hereto for the purpose of determining the amount of contributions payable by their respective Owners towards the Management Expenses;

“Motor Cycle Parking Space” means a Residential Motor Cycle Parking Space or a Commercial Motor Cycle Parking Space and Motor Cycle Parking Spaces shall be construed accordingly;

“Non-enclosed Areas” means and includes :-

- (a) Balconies of the Residential Units (as marked “BAL.” on the Plans and each of such balconies is hereinafter called “Balcony” and “Balconies” shall be construed accordingly); and
- (b) Utility platforms of the Residential Units (as marked “U.P.” on the Plans and each of such utility platforms is hereinafter called “Utility Platform” and “Utility Platforms” shall be construed accordingly);

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

“Open Kitchen Unit” means a Residential Unit of which the kitchen is of open kitchen design in that the kitchen is not separated from the rest of the Residential Unit by full enclosure comprising walls and door and such open kitchen is for the purpose of identification only shown and demarcated by a dotted line on the Plans and Open Kitchen Units shall be construed accordingly;

“Owner” shall be as defined in the BMO and means and includes each person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share and every joint tenant or tenant in common of any such Undivided Share and its, his or their executors, successors and assigns and where any such Undivided Share has been assigned or charged by way of mortgage the word “Owner” shall also include a registered mortgagee in possession of such Undivided Share;

“Owners’ Committee” means a committee of the Owners of the Building established under the provisions of this Deed;

“Owners’ Corporation” means the Owners' corporation of the Lot and the Building incorporated and registered under the BMO;

“Plans” means the plans annexed to this Deed, the accuracy of which has been certified by or on behalf of the Authorized Person;

“Recreational Areas and Facilities” means and includes the Club House and such recreational areas and facilities and other landscaped areas, open-sided covered landscaped flat roof, planters, children play area, gymnasium and such other recreational areas and facilities for the enjoyment and use of the residents of the Residential Units and their bona fide visitors;

“Residential Accommodation” means such part of the Building constructed or to be constructed for residential purposes in accordance with the Approved Building Plans and all Residential Common Areas and Facilities;

“Residential Car Parking Space” means a space in the Car Parking Areas intended for the parking of motor vehicles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees in accordance with Special Condition No. (6)(a)(i) of the Government Lease and to which Undivided Share(s) is/are allocated which expression shall include a Single Residential Car Parking Space and a Residential Double Deck Mechanical Car Parking Space and Residential Car Parking Spaces shall be construed accordingly;

“Residential Common Areas and Facilities” means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Residential Units; and shall include:-

- (a) those areas of the Building which are (for identification purpose) coloured Green, Green Hatched Black and Green Stippled Black on the Plans;
- (b) all glazing, window panes, window frames, doors, door frames, louvers over frames, lift lobby, entrance lobby and caretaker's counter of any area mentioned in paragraph (a) of this definition;

- (c) those parts of the External Walls which are (for identification purpose) coloured Green on the South-East Elevation plan and the South-West Elevation plan of the Plans;
- (d) those parts of the External Walls of the Building on or above the 3rd Floor of the Building which do not form part of any Residential Unit;
- (e) all lifts located in any area mentioned in paragraph (a) of this definition and associate fittings, fixtures, equipment, installations, lift shafts and lift pits;
- (f) any flat roof or portion of the roof on or above the 3rd Floor which does not form part of any Residential Unit;
- (g) all plant rooms including the lift machine room, water meter room, electric meter room and pipe duct which are coloured Green on the Plans;
- (h) cladding abutting the utility platform, air-conditioner platform or flat roof forming part of a Residential Unit;
- (i) the Wider Corridors and Lift Lobbies; and
- (j) the Recreational Areas and Facilities.

“Residential Double Deck Mechanical Car Parking Spaces” means those Residential Car Parking Spaces as shown on the 2/F plan of the Plans and thereon marked “RP05 & RP06”, “RP07 & RP08” and “RP09 & RP10” and Residential Double Deck Mechanical Car Parking Space shall be construed accordingly;

“Residential Motor Cycle Parking Space” means a space in the Car Parking Areas intended for the parking of motor cycles belonging to the residents of Residential Units in the Building and their bona fide guests visitors or invitees in accordance with Special Condition (6)(i)(I) of the Government Lease and to which Undivided Share(s) is/are allocated as shown on the 2/F plan of the Plans and thereon marked “RMP”;

“Residential Unit” means a unit in the Residential Accommodation to which Undivided Shares are allocated including but not limited to

- (a) any Balcony, Utility Platform or flat roof held with and forming part of the unit;
- (b) railings, glass balustrades, or the inner half of all parapets (excluding external finishes and claddings of the Building attached thereto) enclosing a Balcony, Utility Platform or flat roof held with and forming part of the unit;
- (c) all window panes, window frames, doors, door frames, louvres and louver frames of the unit;
- (d) all sanitary appliances in the unit;
- (e) all internal finishes (including plastering, paints, wallpapers) of the unit (or of any Balcony, Utility Platform or flat roof held with and forming part of the unit) including those attached to structural or load bearing elements enclosing, adjoining or inside the unit (or any Balcony, Utility Platform or flat roof held with and forming part of the unit), but excluding any other part of such structural or load bearing elements;
- (f) the inner half of any non-structural or non-load bearing elements of the External Walls enclosing the unit, or any Balcony, Utility Platform or flat roof held with and forming part of the unit;
- (g) the inner half of any non-structural or non-load bearing elements separating another Unit or any Common Parts from the unit and/or any Balcony, Utility Platform or flat roof held with and forming part of the unit;
- (h) all non-structural or non-load bearing internal partitions of the unit;
- (i) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits (including the smoke detectors or other fire safety, prevention or fighting systems and their associated systems, equipment, facilities, machinery, fixtures, fittings, Conduits) serving exclusively the unit and/or any Balcony, Utility Platform or flat roof held with and forming part of the unit;

- (j) any air-conditioner platform held with and forming part of the unit (excluding the external finishes of the Building, the grille or louvers surrounding such air-conditioner platform and the slab of such air-conditioner platform and finishes thereon); and
- (k) water-proofing system on the floor slab of the Balcony, Utility Platform or flat roof held with and forming part of the unit;

but shall exclude (notwithstanding paragraphs (a) to (k) of this definition):

- (1) structural or load bearing elements enclosing, adjoining or inside the unit (or any balcony, utility platform or flat roof held with and forming part of the unit);
- (2) cladding abutting the utility platform, air-conditioner platform or flat roof forming part of the unit;
- (3) anything (save and except those referred to in paragraph (k) of this definition) forming part of any water-proofing system of the Building; and
- (4) any Conduits located inside the unit, or any balcony, utility platform or flat roof held with and forming part of the unit, which do not exclusively serve the unit, or any balcony, utility platform or flat roof held therewith, or any part thereof,

and Residential Units shall be construed accordingly;

“Single Residential Car Parking Spaces” means those Residential Car Parking Spaces as shown on the 2/F plan of the Plans and thereon marked “RP01”, “RP02”, “RP03” and “RP04” and Single Residential Car Parking Space shall be construed accordingly;

“Special Fund” means any one or, as the context may require, more of the Special Funds maintained by the Manager pursuant to Clause 35 hereof for the purpose of paragraph 4 of Schedule 7 to the BMO;

“Undivided Shares” means those equal undivided parts or shares of and in the Lot and of and in the Building allocated in accordance with the provisions of this Deed and as set out in Part I of the First Schedule hereto;

“Unit” means a Residential Unit or a Commercial Unit (together with Advertising Space) or a Car Parking Space or a Motor Cycle Parking Space or any part or parts of the Building in respect of which a specific number of Undivided Share is allocated in accordance with this Deed and is intended for separate and exclusive use and occupation by the Owner thereof and shall have the same definition as “flat” under the BMO and Units shall be construed accordingly;

“Wider Corridors and Lift Lobbies” means the wider corridors and lift lobbies in the Building which are (for identification purpose) respectively coloured Green Hatched Black and Green Stippled Black on the Plans; and

“Works and Installations” means the major works and installations in the Building (whether forming part of the Common Areas and Facilities or not) as set out in the Fourth Schedule to this Deed.

2. Headings are inserted for reference purpose only and shall not be deemed to be part of or affect the interpretation of any provision herein.
3. References to any statute or statutory provision shall include any statute or statutory provision which amends or replaces, or has amended or replaced it and shall include any subordinate legislation made under the relevant statute.
4. In this Deed (if the context so permits or requires) words in plural shall include the singular and vice versa; words importing a gender shall include every gender; and words importing persons shall include individual, firm, body corporate or unincorporated body.

PART II

Rights And Obligations Of Owners

5. The Company shall at all times hereafter subject to and with the benefit of the Government Lease have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the whole of the Lot and the Building together with the appurtenances thereto and the entire rents and profits thereof (and for the avoidance of doubt, excluding the Common Areas and Facilities) SAVE AND EXCEPT the said premises assigned to the First Owner as aforesaid and SUBJECT TO the rights and privileges granted to the First Owner by the said Assignment and SUBJECT TO the provisions of this Deed.
6. The First Owner shall at all times hereafter subject to and with the benefit of the Government Lease and these presents have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Company the said premises assigned to the First Owner by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.
7. Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Building shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the SECOND SCHEDULE hereto and the express covenants and provisions herein contained.
8. The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the THIRD SCHEDULE hereto and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

9. Subject to the Government Lease, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Building which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of this Deed.
10. The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Building shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall not extend to such lease or tenancy which complies with the terms and conditions contained in Special Condition No. (1)(a)(iii) of the Government Lease.
11. 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 Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same subject to the provisions of this Deed, the rights of the Manager and the House Rules.
12. Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the

same subject to the provisions of this Deed, the rights of the Manager and the House Rules.

- 12A. Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Commercial Unit together with 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 Commercial Common Areas and Facilities and the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same subject to the provisions of this Deed, the rights of the Manager and the House Rules.
13. Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Car Parking Space or Motor Cycle Parking Space 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 Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same subject to the provisions of this Deed, the rights of the Manager and the House Rules.
14. Upon execution of this Deed, the whole of the Undivided Shares allocated to the Common Areas and Facilities under this Deed together with the right to hold, use, occupy and enjoy the Common Areas and Facilities shall be assigned to and vested in the Manager free of costs or consideration as trustee for the benefit of all the Owners or the respective Owners (as the case may be) for the time being subject to and with the benefit of the Government Lease and this Deed. In the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager be appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is

formed under the BMO the Manager for the time being or its liquidator or receiver (as the case may be) shall assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration if so required by the Owners' Corporation, in which event, the Owners' Corporation must hold such Undivided Shares on trust for the benefit of all the Owners.

PART III

Additional Rights Of The Company

15. The Company shall for as long as it remains the beneficial owner of any Undivided Share have the right 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 rights provided in the FIFTH SCHEDULE.
16. The Owners hereby jointly and severally and irrevocably APPOINT the Company as their attorney and grant unto the Company 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 Company's rights provided in the FIFTH SCHEDULE 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 Company 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.

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

“The Purchaser covenants with the Vendor and its attorneys to the intent that such covenants shall run with the Property and be binding on the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenantee Purchaser”) and shall enure for the benefit of the Building and the Lot and be enforceable by the Vendor that :-

- (i) the Covenantee Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations (such covenants, rights, entitlements, exceptions and reservations shall collectively be referred to as the “said rights”) granted and conferred on Best Fortune Investment Limited (hereinafter called “the Company”) under Clause 15 of the Deed of Mutual Covenant and Management Agreement dated the [] day of [] and the Covenantee Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenantee Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenantee Purchaser hereby expressly and irrevocably appoints the Company acting singly to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenantee 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 said rights and the Covenantee 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 and this covenant (iv)

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

PART IV

Manager And Management Charges

- 18. Subject to the provisions of the BMO, the initial period of management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance (collectively, “the management”) of the Lot and the Building and the Common Areas and Facilities therein by the first Manager must not exceed two years from the date of appointment.
- 19. 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 :-
 - (a) by sending such a notice to the Owners’ Committee; or

- (b) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Building.
20. The notice referred to in Clause 19 may be given :-
- (a) by delivering it personally to the Owner; or
 - (b) by sending it by post to the Owner at his last known address; or
 - (c) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
21. Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilites) and by giving the Manager 3 months' notice in writing.
22. The appointment of the Manager shall be terminated in the event that the Manager is wound up or has a receiving order made against it.
23. In the event of the appointment of the Manager being terminated in accordance with Clause 21 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.

24. Subject to Clause 25, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in his place any movable property in respect of the control, management and administration of the Building that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
25. If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends :-
- (a) prepare :-
 - (i) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ended; and
 - (ii) a balance sheet as at the date his appointment ended, and shall arrange for that account and balance sheet to be audited by 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
 - (b) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 25(a) and have not been delivered under Clause 24

Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the BMO, at no time shall the Lot and the Building be without a responsible duly appointed manager to manage the Lot and the Building or any part or parts thereof.

- 26(a) Subject to Clause 26(d) below, at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution -
- (i) passed by a majority of the votes of the Owners voting either personally or by proxy; and
 - (ii) supported by the Owners of not less than 50% of the Undivided Shares in aggregate,
- terminate by notice the appointment of the Manager without compensation.
- (b) A resolution under Clause 26(a) above shall have effect only if-
- (i) the notice of termination of appointment is in writing;
 - (ii) provision is made in the resolution for a period of not less than 3 months notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period;
 - (iii) the notice is accompanied by a copy of the resolution terminating the appointment of the Manager; and
 - (iv) the notice and the copy of the resolution is given to the Manager within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in Clause 26(b)(iv) may be given :-
- (i) by delivering them personally to the Manager; or
 - (ii) by sending them by post to the Manager at his last known address.
- (d) For the purposes of this Clause 26(a)
- (i) 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;
 - (ii) the reference in Clause 26(a)(ii) above to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.
- (e) If a contract for the appointment of a manager other than the Manager contains no provision for termination of the manager's appointment, Clauses 26(a), 26(b),

- 26(c) and 26(d) apply to the termination of the manager's appointment as they apply to the termination of the Manager's appointment.
- (f) Clause 26(e) above operates without prejudice to any other power there may be in a contract for the appointment of a manager other than the Manager to terminate the appointment of the manager.
 - (g) If a notice to terminate the Manager's appointment is given under this Clause 26 :-
 - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (ii) if no such appointment is approved under Clause 26(g)(i) 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.
 - (h) 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 Building, and the Owners' Corporation has appointed a Manager under Clause 26(g)(ii), 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 be the Manager appointed under that Clause that may otherwise render that person liable for a breach of that undertaking or agreement.
 - (i) This Clause 26 is subject to any notice relating to the Building that may be published by the Authority (as defined by the BMO) under Section 34E(4) of the BMO but does not apply to any single Manager referred to in that Section.
27. The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual Management Expenses (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the management of the Lot and the Building or any portion of it provided that by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the

Manager's remuneration at the rate as provided under this Clause, or at such lower rate as the Owners may consider appropriate.

28. No variation of the percentage of the annual remuneration of the Manager in Clause 27 of Part IV above may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.
29. 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.
30. Payment of the Manager's remuneration hereunder shall be in advance by twelve equal calendar monthly instalments each such payment to be in the sum of one twelfth of the annual remuneration of the Manager being 10% of the total annual expenses, costs and charges necessarily and reasonably incurred in the management of the Lot and the Building (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund as aforesaid) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 32 to 33 below and in accordance with the provisions of BMO.
31. 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 Clauses 64 and 65 of this Deed.

Management Budget

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

(b) In respect of each financial year, the Manager shall :-

- (i) prepare a draft budget setting out the proposed expenditure during the financial year;
- (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Building, and cause it to remain so displayed for at least 7 consecutive days;
- (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;
- (iv) after the end of that period, prepare a budget specifying the 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 Building, and cause it to remain so displayed for at least 7 consecutive days.

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

- (i) until he has so complied, be deemed to be the same as the total amount of management expenditure (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 expenditure 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 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 expenditure 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 expenditure shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation or an Owners' Committee (as the case may be) and, within a period of 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 or the Owners' Committee (as the case may be) decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of management expenditure 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 expenditure (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 Owner.
 - (h) For the purpose of this Clause 32, "expenditure" means all costs charges and expenses to be borne by the Owners including the remuneration of the Manager.
33. The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the following 31st day of December. The annual budget shall be in two parts :-
- (a) The first part shall cover all expenditure which in the opinion of the Manager is to be expended for the benefit of all Owners or required for the proper management of the Building and the Estate Common Areas and Facilities therein including but without prejudice to the generality of the foregoing :-
 - (i) the maintenance, operation, repair and cleansing of all Estate Common Areas and Facilities (including such part or parts of the Green and Innovative Features forming part thereof) and the lighting thereof and the provisions and operation of emergency generators and lighting for the Estate Common Areas and Facilities;
 - (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Estate Common Areas and Facilities;
 - (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Estate Common Areas and Facilities;
 - (iv) the provision of security guard services for the Building and the cost of employing caretakers, watchmen, cleaners, lift operators and

attendants and such other staff to manage and administer the Estate Common Areas and Facilities;

- (v) the cost and expense of maintaining such areas or drains and channels whether within or outside the Lot that are required to be maintained under the Government Lease;
- (vi) the Government rent payable under the Government Lease (but only if no apportionment or separate assessments have been made for individual Units);
- (vii) the remuneration of the Manager calculated in accordance with Clause 27 of this Deed for providing its services hereunder;
- (viii) insurance of the Building up to the full new reinstatement value thereof and in particular against loss or damage by fire and/or such other perils and risks as the Manager shall reasonably deem fit, third party liability, public liability, occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (ix) a sum for contingencies;
- (x) 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;
- (xi) the costs of removal and disposal of rubbish from the Building;
- (xii) all costs incurred in connection with the Estate Common Areas and Facilities;
- (xiii) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided however that any tax payable on the Manager's remuneration shall be borne and paid by the Manager;
- (xiv) the cost of repairing and maintaining all roads footbridges slope structures and other structures on outside or adjacent to the Lot or forming part of the Building.

- (b) The second part shall cover expenditure which in the opinion of the Manager is specifically referable to different specific parts of the Building and shall be divided into three sections :-
- (i) the first section shall cover all expenditure which in the opinion of the Manager is specifically referable to the Residential Common Areas and Facilities (including such part or parts of the Green and Innovative Features forming part thereof) providing service to Owners of Residential Units including (without in any way limiting the generality of the foregoing) the charges for the supply of flushing water, the operation, maintenance, repair, cleansing, lighting and security of their entrance lobbies and lift halls in the Residential Accommodation and such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces and removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Residential Units in the manner as provided in Clause 36(c) below.
 - (ii) the second section shall cover all expenditure which in the opinion of the Manager is specifically referable to the Commercial Common Areas and Facilities (including such part or parts of the Green and Innovative Features forming part thereof) including (without in any way limiting the generality of the foregoing) such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces and removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Commercial Units in the manner as provided in Clause 36(d) below;
 - (iii) The third section shall cover all expenditure which in the opinion of the Manager is specifically referable to the Car Park Common Areas and Facilities (including such part or parts of the Green and

Innovative Features forming part thereof) including (without in any way limiting the generality of the foregoing) in such expenditure such proportionate part of the general expenditure for cost of staff, watchmen, caretakers and security forces, the charges for the supply of electricity, flushing water and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Car Parking Spaces and the Owners of the Motor Cycle Parking Spaces in the manner as provided in Clause 36(e) below;

PROVIDED THAT expenditure of a capital and/or improvement nature for the improvement of the Building and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund mentioned in Clause 35 of this Deed when the same is established AND THAT the annual budget shall also set out an estimate as to the time of any likely need to draw in the Special Fund and the amount of money that will then be needed.

34(a) Subject to Clauses 34(b) and 34(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\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-

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

(b) Subject to Clause 34(c) below, the Manger shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or

is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-

- (i) if there is an Owners' 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 BMO; 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 BMO; 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 the successful tenderer.

(c) Clauses 34(a) and 34(b) above do not apply to any supplies, goods or services which but for this Clause 34(c) would be required to be procured by invitation to tender (referred to in this Clause 34(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.

Special Fund

- 35(a) There shall be established and maintained and held by the Manager as trustee for and on behalf of all the Owners a Special Fund towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Estate Common Areas and Facilities and the costs of the relevant investigation works and professional services and such fund shall not be refundable or transferable.
- (b) There shall be established and maintained and held by the Manager as trustee for and on behalf of the Owners of the Residential Units a Special Fund towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential

Common Areas and Facilities and the costs of the relevant investigation works and professional services and such fund shall not be refundable or transferable.

- (c) There shall be established and maintained and held by the Manager as trustee for and on behalf of the Owners of the Commercial Units a Special Fund towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Commercial Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Commercial Common Areas and Facilities and the costs of the relevant investigation works and professional services and such fund shall not be refundable or transferable.
- (d) There shall be established and maintained and held by the Manager as trustee for and on behalf of the Owners of the Car Parking Spaces and the Motor Cycle Parking Spaces a Special Fund towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Car Park Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Car Park Common Areas and Facilities and the costs of the relevant investigation works and professional services and such fund shall not be refundable or transferable.
- (e) Except where the Company has made payments in accordance with Clause 35(m), as an initial contribution to the relevant Special Fund(s) in respect of any Units, each first Owner of his part of the Building shall before he is given possession of his part of the Building pay to the Manager for such relevant Special Fund(s) an amount equivalent to 2/12 of the first year's budgeted Management Expenses payable in respect of his Unit.

- (f) Each Owner covenants with the other Owners to make further periodic contributions to the relevant Special Fund(s) in respect of the Estate Common Areas and Facilities and in respect of the Residential Unit and/or the Commercial Unit and/or Car Parking Space and/or Motor Cycle Parking Spaces of which he is the Owner (as the case may be). The amount to be contributed in each financial year and the time when those contributions shall be payable shall be determined by a resolution passed at a meeting of the Owners duly convened in accordance with the provisions of this Deed.
- (g) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Cap 155) one or more interest-bearing accounts, the title of which shall refer to the relevant Special Fund(s) for the Building and shall use those accounts exclusively for the respective purposes referred to in Clauses 35(a), (b), (c) and (d).
- (h) Without prejudice to the generality of Clause 35(g), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the relevant Special Fund(s).
- (i) The Manager shall display a document showing evidence of any account opened and maintained under Clause 35(g) or 35(h) in a prominent place in the Building.
- (j) The Manager shall without delay pay all money received by him in respect of the relevant Special Fund(s) into the account or accounts opened and maintained under Clause 35(g) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 35(h).
- (k) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the relevant Special Fund(s) unless it is for a purpose

approved by a resolution of the Owners' Committee (if any) or the Owners' Corporation (if formed).

- (l) The Manager shall not use the Special Fund(s) for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Building.
- (m) The Company shall make the initial contribution to the relevant Special Fund(s) if he remains the Owner of those Undivided Shares allocated to Units which have been completed and remain unsold for three (3) months (i) after 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 (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later.
- (n) 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(s) by the Owners in any financial year, and the time when those contributions shall be payable.

Owner's Contribution

- 36. The Manager shall fix the amount to be contributed to the annual budget by each Owner in accordance with the following principles :-
 - (a) The amount of the monthly or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities;
 - (b) Each Owner shall pay for every Management Share allocated to any Residential Unit and/or Commercial Unit (together with Advertising

Space) and/or Car Parking Space and/or Motor Cycle Parking Space of which he is the Owner a fraction of the total amount assessed under the first part of the adopted annual budget in which the numerator shall be one and the denominator is equal to the total number of Management Shares in the Building;

- (c) Each Owner of the Residential Units in addition to the amount payable under sub-clause (b) of this Clause shall in respect of each Management Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of the total amount assessed under the first section of the second part of the adopted annual budget in which the numerator shall be one and the denominator is equal to the total number of Management Shares allocated to all the Residential Units;
- (d) Each Owner of the Commercial Units (together with Advertising Space) in addition to the amount payable under sub-clause (b) of this Clause shall in respect of each Management Share allocated to a Commercial Unit (together with Advertising Space) of the Commercial Areas of which he is the Owner pay a fraction of the total amount assessed under the second section of the second part of the adopted annual budget in which the numerator shall be one and the denominator is equal to the total number of Management Shares allocated to all the Commercial Units (together with Advertising Space);
- (e) Each Owner of the Car Parking Spaces or the Motor Cycle Parking Spaces in addition to the amount payable under sub-clause (b) of this Clause shall in respect of each Management Share allocated to a Car Parking Space or a Motor Cycle Parking Space of the Car Parking Areas of which he is the Owner pay a fraction of the total amount assessed under the third section of the second part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the

total number of Management Shares allocated to all the Car Parking Spaces and the Motor Cycle Parking Spaces;

- (f) Where any expenditure for the management and maintenance of the Building and the Lot shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit on demand;
- (g) For the avoidance of doubt, it is hereby expressly provided that the Company'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 part of the Building 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;
- (h) No Owner shall be called upon to pay more than his appropriate share of Management Expenses, having regarded to the number of Management Shares allocated to his Unit;
- (i) All outgoings including Management Expenses and any Government rent in respect of a Unit up to and inclusive of the date of the first assignment of that Unit shall be paid by the Company. An Owner shall not be required to make any payment or reimburse the Company for these outgoings.

37. 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, the Manager shall prepare a revised

budget and Clauses 32 to 33 and Clause 36 shall apply mutatis mutandis to this revised budget as to the annual budget and then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency calculated under the revised budget by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 36 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.

38. 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 cost of completing the construction of the Building or any part thereof or any of the Common Areas and Facilities therein incurred prior to the date of this Deed all of which sums shall be borne solely by the Company (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 Lease which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;
- (c) the expenses for keeping in good and tenantable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows and doors, flower bed, 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 or Owners for the time being of such Unit.

**Management Fee Deposit, Advance Payment of Management Fee
& Debris Removal Charge, etc**

- 39(a) Subject to Clause 49 hereof, except where the Company has paid the management fee deposit in respect of any Units in the manner hereinafter provided for, each Owner being the first Owner of his part of the Building shall before he is given possession of his part of the Building 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 two (2) months' monthly management contribution payable in respect of each Undivided Share allocated to the part of the Building of which he is the Owner 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 the 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 two (2) times the then monthly contribution.
- (b) The Company shall pay the management fee deposit 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 (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later.
- (c) Each Owner being the first Owner of his part of the Building shall before he is given possession of his part of the Building pay to the Manager in advance one (1) month's monthly management contribution payable in respect of his part of the Building which shall be non-refundable and non-transferable.

- (d) Except where the Company has paid the debris removal fee in respect of any Residential Units in the manner hereinafter provided for, each Owner being the first Owner 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 one (1) month's monthly management contribution payable in respect of his part of the Building in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the Special Fund for the Owners of the Residential Units.
- (e) Except where the Company has paid the debris removal fee in respect of any Commercial Units in the manner hereinafter provided for, each Owner being the first Owner of a Commercial Unit shall before he is given possession of his Commercial Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than three (3) months' monthly management contribution payable in respect of his part of the Building in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Commercial Unit. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the Special Fund for the Owners of the Commercial Units.
- (f) The Company shall pay the debris removal fee in respect of any Residential Units or Commercial 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 (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the relevant Special Fund(s) for the Owners of the Residential Units or of the Commercial Units (as the case may be).

- (g) Each Owner being the first Owner of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Residential 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.
- (h) Each Owner being the first Owner of a Commercial Unit (together with Advertising Space) shall before he is given possession of his Commercial Unit (together with Advertising Space) pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Commercial Unit (together with Advertising Space)) 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.
- (i) Each Owner being the first Owner of a Car Parking Space or a Motor Cycle Parking Space shall before he is given possession of his Car Parking Space or Motor Cycle Parking Space (as the case may be) pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Car Parking Space or Motor Cycle Parking Space (as the case may be)) 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.
- (j) The Company shall make such contribution in respect of any Residential Units or Commercial Units or Car Parking Space or Motor Cycle Parking Space which have been completed and remain unsold for three (3) months after the date of this Deed.

40. Contributions and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar 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.
41. Where the Manager's consent is required under this Deed, such consent shall not be unreasonably withheld provided that the Manager shall be entitled in its discretion to charge a reasonable administrative fee as consideration for granting and processing such consent. Such fee shall be credited to the Special Fund.
- 42(a) Subject to Clause 1 of the Third Schedule hereto, the Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, 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.
- (b) Subject to Clause 1 of the Third Schedule hereto, 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 House Rules shall be paid into and form part of the management funds and :-
- (i) In so far as they arise from or are attributable to the Estate Common Areas and Facilities be notionally credited to the first part of the annual budget;
 - (ii) In so far as they arise from or are attributable to the Residential Common Areas and Facilities be notionally credited to the first section of the second part of the annual budget;

- (iii) In so far as they arise from or are attributable to the Commercial Common Areas and Facilities be notionally credited to the second section of the second part of the annual budget;
 - (iv) In so far as they arise from or are attributable to the Car Park Common Areas and Facilities be notionally credited to the third section of the second part of the annual budget;
- to the intent that in each case the notional credit or estimated notional credit shall be taken into account in the preparation of the relevant part or section of the annual budget or revised annual budget.
- (c) For the avoidance of doubt, the Manager shall not be required to prepare or maintain separate accounts for the income and expenditures of individual parts or sections of the annual budget and the notional credits under sub-clause (b) of this clause shall be for reference purposes only as therein provided.

Interest and Collection Charge

43. If any Owner fails 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 due and unpaid at the rate of 2% per annum above the prime rate from time to time specified 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 in full (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.

44. 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.
45. 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 and demanded, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 43 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 44 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.

46. Any charge registered in accordance with the last preceding Clause shall be enforceable as an equitable charge by action at the suit of the Manager for an order for 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 Building held therewith and the provisions of Clause 44 of this Deed shall apply equally to any such action.
47. Without prejudice to anything herein contained, the Manager shall also 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 Building 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 House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 44 of this Deed shall apply to all such proceedings.
- 48(a) All money paid to the Manager by way of interest and collection charges pursuant to these presents shall be credited to the Special Fund.
- (b) 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 43 to 47 above, 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.
49. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Building 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 deposits paid under Clause 39 of this Deed and his contribution(s) towards the Special Fund under Clause 35 of this Deed to the

intent that all such funds shall be held and applied for the management of the Building irrespective of changes in ownership of the Undivided Shares in the Lot and the Building PROVIDED THAT any such deposits or balance thereof 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 PROVIDED FURTHER THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 116 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.

Financial Year & Management Accounts

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

52. Without prejudice to the generality of Clause 51 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 management of the Building.
53. The Manager shall display a document showing evidence of any account opened and maintained under Clause 51 or 52 in a prominent place in the Building.
54. Subject to Clauses 55 and 56, the Manager shall without delay pay all money received by the Manager in respect of the management of the Building into the account opened and maintained under Clause 51 above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 52.
55. Subject to Clause 56, the Manager may, out of money received by the Manager in respect of the management of the Building, 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 approved or determined from time to time by a resolution of the Owners' Committee (if any).
56. The retention of a reasonable amount of money under Clause 55 or the payment of that amount into a current account in accordance with Clause 55 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).
57. Any reference in Clauses 51 to 56 above 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), the title of which refers to the management of the Building.

58. The Manager shall keep and maintain proper books or records of accounts and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.
59. The Manager shall keep separate management accounts for each of Estate Common Areas and Facilities, Car Park Common Areas and Facilities, Commercial Common Areas and Facilities and Residential Common Areas and Facilities.
60. 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 in the Building, and cause it to remain so displayed for at least 7 consecutive days.
61. 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 in the Building, and cause it to remain so displayed for at least 7 consecutive days.
62. Each income and expenditure account and balance sheet shall include details of the relevant Special Fund(s) and an estimate of the time when there will be a need to draw on the relevant Special Fund(s), and the amount of money that will be then needed.
63. The Manager shall :-
 - (a) permit any Owner, at any reasonable time, to inspect any of the books or records of accounts and any income and expenditure account or balance sheet; and

- (b) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.

Audit of Accounts

- 64. Prior to the formation of the Owners' Corporation, the Owners at an owners' meeting convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.
- 65. 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 :-
 - (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (b) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

Powers of Manager

- 66. Subject to the provisions of this Deed, the management of the Lot and the Building shall be undertaken by the Manager and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter

concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the provisions of the BMO.

67. In addition to the other powers expressly provided in this Deed, the Manager shall, subject to the provisions of the BMO, have authority in accordance with the provisions of this Deed to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Building and the management thereof including in particular but without in any way limiting the generality of the foregoing the acts and things set out in the SIXTH SCHEDULE hereto.
68. The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Building including all parts of any Unit for the purposes of effecting necessary repair, replacement and maintenance to any part or parts of the Building or the Common Areas and Facilities or abating any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED that the Manager shall cause as little disturbance as possible and shall forthwith make good and repair any damage caused thereby at his own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.
69. Subject to the provisions of the BMO, 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.

70. 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.
71. Nothing in this Deed shall be construed as giving the Manager any power to interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any provision under this Deed.

Environmental Protection Measures

72. Subject to the approval of the Owners' Committee (if any) 'or the Owners' Corporation (when formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Building, the Common Areas and Facilities, protection of the environment of the Building and implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.

House Rules

73. The Manager may make House Rules in relation to the conduct of persons occupying, visiting or using the Building or any part thereof and the conditions regarding such occupation, visit or use including the payment of charges (if any) before the formation of an Owners' Committee.
74. The House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Building and a copy thereof shall be

supplied to each Owner on request on payment of reasonable copying charges. All charges received must be credited to the Special Fund.

75. Amendments to the House Rules may be made by the Manager with the approval of the Owners' Committee (if any).
76. The House Rules and the amendments thereto (if any) shall not be inconsistent with or contravene this Deed, the BMO or the conditions of the Government Lease.
77. Neither the Manager nor the Owners' Committee (if any) shall be held liable for any loss or damage however caused arising from any non-enforcement of any of the House Rules or non-observance thereof by any third party.

Communication amongst Owners

78. 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 Building.

PART V

Exclusions And Indemnities

79. Unless otherwise provided in this Deed, the Manager, its servants, employees, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence (and nothing in this Deed shall be construed as requiring any Owner to indemnify

the Manager or his servants, employees, agents or contractors from and against any action, claim, etc. arising out of any such act or omission). Without in any way limiting the generality of the foregoing, the Manager, its servants, employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of :-

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

UNLESS such damage, loss or injury was caused by an act or omission of the Manager, its servants, 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.

80. 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.

81. 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 Building or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by these presents to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by these presents or for which the Manager has in its reasonable discretion elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

PART VI

Owners' Committee

82. The Manager shall call the first meeting of Owners as soon as possible, but in any event not later than 9 months after the date hereof (and to call further and subsequent meetings if required), which meeting shall appoint (a) a Chairman of the Owners' Committee and the Owners' Committee or (b) a management committee for the purpose of forming an Owners' Corporation under the BMO. The Owners' Committee shall consist of seven (7) members comprising : four (4) members to be elected from the Owners of the Residential Units; two (2) members to be elected from the Owners of the Commercial Units; and one (1) member to be elected from the Owners of the Car Parking Spaces.
83. The functions of the Owners' Committee shall include the following :-
- (a) representing the Owners in all dealings with the Manager;

- (b) undertaking such other duties as the Manager may, with their approval, delegate to them;
- (c) reviewing the annual budget and revised budget prepared by the Manager;
- (d) approving the Club Rules and the House 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 23 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

84. 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 Building.

85. A member of the Owners' Committee shall retire from office at every alternate annual meeting of Owners 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

- (c) he is not re-elected at the meeting of Owners at which he stands for re-election; or
- (d) 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
- (e) he becomes incapacitated by physical or mental illness or death; or
- (f) 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), (b), (d), (e) or (f) of this Clause the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

- 86. A meeting of the Owners' Committee may be convened at any time by the chairman or any two members of the Owners' Committee PROVIDED THAT one such meeting to be known as the annual meeting shall be held once in each calendar year commencing from the year immediately following the date of this Deed for the purpose of transacting business in respect of which due notice has been given in the notice convening the meeting.
- 87. The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee.
- 88. The notice of meeting referred to in Clause 87 shall specify :-
 - (a) the date, time and place of the meeting; and
 - (b) the resolutions (if any) that are to be proposed at the meeting.
- 89. The notice of meeting referred to in Clause 87 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.

90. 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 meeting 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 shall be dissolved.

91. 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 82 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.

92. 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.

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

- (a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed;

- (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
 - (c) At a meeting of the Owners' Committee, each member present shall have one vote on a resolution put to the vote of the meeting or on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
94. The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.
95. 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.
96. 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.
97. The Owners' Committee shall cause to be kept records and minutes of :-

- (a) the appointment and vacation of appointments of all its members and all changes therein;
 - (b) all resolutions and notes of proceedings of the Owners' Committee; and
 - (c) the members present at all meetings.
98. The records and minutes referred to in Clause 97 shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying reasonable charges therefor.
99. Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Building or to co-opt any person eligible under Clause 84 who is not a member of the Owners' Committee to serve on such sub-committees.

PART VII

Meeting Of Owners

100. 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 management of the Lot and the Building.
101. A meeting of Owners may be convened by :-
- (a) the Owners' Committee;
 - (b) the Manager; or
 - (c) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.
102. 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.

103. The notice of meeting referred to in Clause 102 shall specify :-
- (a) the date, time and place of the meeting; and
 - (b) the resolutions (if any) that are to be proposed at the meeting.
104. The notice of meeting referred to in Clause 102 may be given :-
- (a) by delivering it personally to the Owner;
 - (b) by sending it by post to the Owner at his last known address; or
 - (c) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
105. 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.
106. For the purposes of Clause 105, the reference in that clause to "10% of the Owners" shall :-
- (a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Lot and the Building were divided; and
 - (b) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
107. A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 101(b) or (c) above, the person convening the meeting.
108. The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.

109. At a meeting of Owners :-

- (a) an Owner shall have one vote in respect of each Undivided Share he owns;
- (b) an Owner may cast a vote personally or by proxy;
- (c) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast :-
 - (i) by a proxy jointly appointed by the co-Owners;
 - (ii) by a person appointed by the co-Owners from amongst themselves;
 - or
 - (iii) if no appointment is made under sub-sub-clause (i) or (ii), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
- (d) 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
- (e) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

110. (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the BMO, and :-
- (i) shall be signed by the Owner; or
 - (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop

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

- (b) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 101(b) or (c) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (c) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

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

112. Save as otherwise herein provided any resolution on any matter concerning the Building 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 Building Provided as follows :-

- (a) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
- (b) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
- (c) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
- (d) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such

resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers of the Manager conferred by this Deed and the BMO.

(e) A resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing or in lieu of such notice, with an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of remuneration which would have accrued to him during that period, but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares in aggregate in the Building (excluding the Undivided Shares allocated to the Common Areas and Facilities).

(f) For the purposes of the immediately preceding sub-clause (e) :-

- (i) only the Owners of Undivided Shares who pay or who are liable to pay the management contribution relating to those Undivided Shares shall be entitled to vote; and
- (ii) the reference in the said sub-clause (e) to "the Owners of not less than 50% of the total number of Undivided Shares" shall be construed as a reference to the Owners of not less than 50% of the total number of Undivided Shares in aggregate who are entitled to vote.

113. Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of Undivided Shares namely :-

(a) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Government Lease or in the event of

the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Government Lease as aforesaid.

- (b) A resolution to rebuild or redevelop the Building otherwise than in accordance with Clause 116 of this Deed.

- 114. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- 115. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, the person in whom the Undivided Shares allocated to the Common Areas and Facilities are vested as trustee for all the Owners shall have no voting right in respect of such Undivided Shares in any meeting whether under this Deed, the BMO or otherwise and such Undivided Shares shall not be taken into account in determining the quorum of any such meeting or for determining the total number of Undivided Shares for any such meeting and the Undivided Shares allocated to the Common Areas and Facilities will not carry any liability to pay charges under this Deed.

PART VII

Extinguishment Of Rights

- 116. In the event of the whole or any part of the Building being so damaged by fire, typhoon, earthquake, subsidence or other causes rendering it substantially unfit for use or habitation or occupation, the Owners of not less than seventy-five per cent (75%) of the Undivided Shares allocated to that damaged part(s) of the

Building (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners (excluding the Owner of the Common Areas and Facilities) of the damaged part(s) of the Building. In such a meeting a resolution may be passed by not less than seventy-five per cent (75%) of those present at the meeting in person or by proxy (which resolution shall be binding upon all the Owners of the damaged part(s)):-

- (a) 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 Building then in such event the Undivided Shares representing such part of the Building 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 whereupon 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 Building. All insurance money received in respect of any policy of insurance on such part of the Building shall likewise be distributed amongst such former Owners; or
- (b) such part of the Building be reinstated or rebuilt in which case the Owners of such part of the Building shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Building damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Building 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 Building and be recoverable as a civil debt.

117. The following provisions shall apply to a meeting convened pursuant to Clause 116 above :-

- (a) The meeting shall be convened by at least fourteen (14) days' notice in writing posted on the public notice boards of the Building specifying the time and place of the meeting;
- (b) 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 allocated to that part of the Building in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved;
- (c) The meeting shall be presided over by an Owner of the damaged part(s) of the Building appointed by the Owners present at the meeting as chairman for that meeting;
- (d) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (e) Votes may be given either personally or by proxy;
- (f) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;

(g) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Building 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;

(h) Apart from the notice given under sub-clause (a) of this Clause, the accidental omission to give notice to any Owner shall not invalidate the meeting or any resolution passed thereat.

118. Subject to Clause 116 above, 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 Building shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Building.

PART VIII

Miscellaneous Provisions

119. Each Owner shall notify the Manager when he ceases to be the Owner of any Undivided Share and the premises enjoyed therewith and notify the Manager 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.

120. 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 premises 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.
121. There shall be public notice boards at such places in the Building as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the House Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
122. Subject as hereinbefore provided or otherwise required by law 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 Residential Unit or Commercial Unit or Car Parking Space or Motor Cycle Parking Space 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.
123. 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 Special Administrative Region and, if an individual, at his last known address.

124. 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.
125. Any Owner who is not an occupier in the Building shall provide the Manager with an address in Hong Kong Special Administrative Region for service of notices under the provisions of this Deed.
126. The provisions contained in Schedule 7 and Schedule 8 to the BMO shall be deemed to be incorporated into and form part of this Deed, and in the event of any conflict with any provision of this Deed, the provisions contained in Schedule 7 and Schedule 8 to the BMO shall prevail. Nothing contained in this Deed shall prejudice the operation of the BMO and the Schedules thereto.
127. No provisions in this Deed shall conflict with or be in breach of or overrule or fail to comply with the provisions of the Government Lease or the BMO or the Schedules to the BMO and all Owner (including the Company) shall comply with the terms and conditions of the Government Lease, the BMO and the Schedules thereto in so far as the same relate to his part of the Building and he remains as one of the Owners for the time being of the Lot and the Manager shall comply with the terms and conditions of the Government Lease, the BMO and the Schedules thereto so long as it is the manager of the Building.
128. The Company shall at his own cost provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the management office within one month from the date hereof for inspection by all Owners free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Deed, the English version shall prevail.

129. A copy of the plans showing the Common Areas and Facilities certified as to their accuracy by or on behalf of the Authorised Person shall be prepared by the Company and kept at the management office and shall be available for inspection by the Owners free of costs and charge during normal office hours.
130. During the existence of an Owners' Corporation, the general meeting of the Owners' Corporation convened under the BMO shall take the place of the meeting of Owners hereunder, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.
131. The Company shall at its own cost and expense prepare the Maintenance Manual for the Works and Installations for the reference of the Owners and the Manager setting out the following details :-
- (a) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (b) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (c) Recommended maintenance strategy and procedures;
 - (d) A lists of items of the Works and Installations requiring routine maintenance;
 - (e) Recommended frequency of routine maintenance inspection;
 - (f) Checklist and typical inspective record sheets for routine maintenance inspection;
 - (g) Recommended maintenance cycle of the Works and Installations.
132. Within one (1) month after the execution of this Deed, the Company shall deposit a full copy of the Maintenance Manual for the Works and Installations in

the management office for inspection by all Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same. Provided That all charges received therefrom shall be credited into the Special Fund.

133. The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.
134. The Owner shall at their own costs and expense inspect, maintain and carry out all necessary works for the maintenance of the Building and the Units including those part or parts of the Works and Installations forming part of their Units.
135. The Owners may, by a majority resolutions passed at an Owners' meeting convened under this Deed, make, amend and revise the Fourth Schedule to this Deed and the Maintenance Manual for the Works and Installations or any part thereof as may be necessary, in which event the Manager shall procure a revised schedule and a revised Maintenance Manual for the Works and Installations or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolutions. All costs and expenses of and incidental to the preparation of the revised schedule and the revised Maintenance Manual for the Works and Installations or any subsequent amendments thereto shall be borne by the Owners and paid out of the Special Fund.
136. The Manager shall deposit the revised Maintenance Manual for the Works and Installations and any subsequent amendments thereto in the management office within one month from the date of its preparation for inspection by all Owners free of charge and any Owner or his duly authorized representative shall be

entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.

137. The Company shall deposit a copy of Schedule 7 and 8 to the BMO (English and Chinese versions) in the management office for reference by all Owners free of costs and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.

138. The Owners of the Open Kitchen Units shall observe and comply with, at their own costs and expenses, the Fire Safety Management Plan. Without prejudice to the generality of the foregoing, the Owners of the Open Kitchen Units shall observe and comply with the following provisions :

- (a) not to alter, remove or obstruct or otherwise render ineffective the fire detector(s) provided inside his Open Kitchen Unit and at the lobby or corridor outside his Open Kitchen Unit except with the prior written approval of the Buildings Department, the Fire Services Department, the Manager and all relevant Government authority or authorities;
- (b) not to alter, remove or obstruct or otherwise render ineffective the sprinkler head(s) provided inside his Open Kitchen Unit;
- (c) not to remove demolish or alter the minimum 600mm (W) half-hour fire rated wall in his Open Kitchen Unit except with the prior written approval of the Buildings Department, the Fire Services Department, the Manager and all relevant Government authority or authorities;
- (d) to display conspicuously in his Open Kitchen Unit a permanent notice to remind the occupants of his Open Kitchen Unit that the minimum 600mm (W) half-hour fire rated wall should not be modified or removed;

- (e) to provide a self-closing device for the entrance door of his Open Kitchen Unit;
- (f) not to let, lease or licence or otherwise part with possession of his Open Kitchen Unit except upon condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions herein contained; and
- (g) to comply with any guidelines or directions as the Manager may impose at all times and from time to time relating to the implementation of the Fire Safety Management Plan.

139. The Manager shall on behalf of the Owners of all Units carry out and implement the plans relating to maintenance, inspection and check, staff training, fire action and fire prevention as set out in the Fire Safety Management Plan. For the purpose of this clause, the Manager is hereby given full authority by the Owners of all Units to engage or employ registered fire service installation contractors for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition and carrying out necessary works in respect of the fire services installations (including but not limited to fire detectors within all Open Kitchen Units and the common corridors, fire alarm system and the sprinkler system) as specified in and in accordance with the Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department.

140. The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter into with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out check, inspection, testing or maintenance of the fire services installations therein at the cost of the Owner of that Open Kitchen Unit or verify observance and compliance of provisions referred to in Clause 138 above.

141. The Company shall deposit a copy of the Fire Safety Management Plan in the management office for reference by all Owners free of costs and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.
142. The right to the exclusive use, occupation and enjoyment of any part of the Advertising Spaces shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Commercial Unit or the Undivided Share with which the same is held.
143. No provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of the Residential Care Homes (Elderly Persons) Ordinance, Cap. 459 ("RCHE") or the use of the Lot or any part thereof or the Building for the purpose of RCHE.
144. 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

Part I

Allocation Of Undivided Shares

Residential Units

	No. of Units	No. of Undivided Shares per Unit	Total No. of Undivided Shares
Flat A on 5/F with Balcony, Air-Conditioning Platform, Bay Window and Flat Roof	1	44	44
Flat B on 5/F with Balcony and Bay Window	1	21	21
Flat C on 5/F with Balcony, Air-Conditioning Platform, Bay Window and Flat Roof	1	35	35
Flat D on 5/F with Air-Conditioning Platform, Bay Window and Flat Roof	1	31	31
Flat A on 6/F to 19/F (14/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	13	42	546
Flat B on 6/F to 19/F (14/F omitted), each with Balcony and Bay Window	13	21	273
Flat C on 6/F to 19/F (14/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	13	34	442
Flat D on 6/F to 19/F (14/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	13	32	416
Flat A on 20/F to 29/F (24/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	9	42	378
Flat B on 20/F to 29/F (24/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	9	54	486
Flat C on 20/F to 29/F (24/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	9	32	288
Flat A on 30/F with Air-Conditioning Platform, Bay Window and Flat Roof	1	84	84
Sub-Total			3044

Commercial Units

		No. of Undivided Shares
Shop A on G/F together with Advertising Space AS-1		91
Shop B on 1/F together with Advertising Spaces AS-2 and AS-3		309
Sub-Total		400

Car Parking Spaces and Motor Cycle Parking Spaces

No.	No. of Undivided Shares
CP2	13
CP3	13
RP01	13
RP02	13
RP03	13
RP04	13
RP05 & RP06	28
RP07 & RP08	28
RP09 & RP10	28
RMP	3
CMP	3
Sub-Total	168

Summary of Undivided Shares Allocation

Residential Units	3,044
Commercial Units	400
Car Parking Spaces and Motor Cycle Parking Spaces	168
Common Areas and Facilities	100
Total	3,712

Part II
Allocation Of Management Shares

Residential Units

	No. of Units	No. of Management Shares per Unit	Total No. of Management Shares
Flat A on 5/F with Balcony, Air-Conditioning Platform, Bay Window and Flat Roof	1	44	44
Flat B on 5/F with Balcony and Bay Window	1	21	21
Flat C on 5/F with Balcony, Air-Conditioning Platform, Bay Window and Flat Roof	1	35	35
Flat D on 5/F with Air-Conditioning Platform, Bay Window and Flat Roof	1	31	31
Flat A on 6/F to 19/F (14/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	13	42	546
Flat B on 6/F to 19/F (14/F omitted), each with Balcony and Bay Window	13	21	273
Flat C on 6/F to 19/F (14/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	13	34	442
Flat D on 6/F to 19/F (14/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	13	32	416
Flat A on 20/F to 29/F (24/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	9	42	378
Flat B on 20/F to 29/F (24/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	9	54	486
Flat C on 20/F to 29/F (24/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	9	32	288
Flat A on 30/F with Air-Conditioning Platform, Bay Window and Flat Roof	1	84	84
Sub-Total			3044

Commercial Units

		No. of Management Shares
Shop A on G/F together with Advertising Space AS-1		91
Shop B on 1/F together with Advertising Spaces AS-2 and AS-3		309
Sub-Total		400

Car Parking Spaces and Motor Cycle Parking Spaces

No.	No. of Management Shares
CP2	13
CP3	13
RP01	13
RP02	13
RP03	13
RP04	13
RP05 & RP06	28
RP07 & RP08	28
RP09 & RP10	28
RMP	3
CMP	3
Sub-Total	168

Summary of Management Shares Allocation

Residential Units	3,044
Commercial Units	400
Car Parking Spaces and Motor Cycle Parking Spaces	168
Total	3,612

THE SECOND SCHEDULE ABOVE REFERRED TO

Part A – Rights of Owners

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Building (in this Schedule referred to as “his Unit”) shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Lease, this Deed, the House Rules and the rights of the Manager and of the Company as provided in this Deed :-
 - (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use or to receive the benefit of :
 - (i) the Estate Common Areas and Facilities; and
 - (ii) the Residential Common Areas and Facilities (if his Unit forms part of the Residential Accommodation), or the Commercial Common Areas and Facilities (if his Unit forms part of the Commercial Areas) or the Car Park Common Areas and Facilities (if his Unit forms part of the Car Parking Areas)for all purposes connected with the proper use and enjoyment of his Unit;
 - (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Building;
 - (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit 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 Unit or the Building or any part or parts thereof for the proper use and enjoyment of his Unit; and

- (d) The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon receiving the prior consent of either the Manager or the Owner of the relevant Unit (whichever the case may be and which consent shall not be unreasonably withheld) (except in the case of emergency) to enter upon other parts or units of the Building 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 practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media.
- (e) The right for any Owner of the Commerical Unit (including the Advertising Space) to erect such signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, projections and/or other structures at the Adverting Space assigned to him in such manner as such Owner may in his absolute discretion consider fit provided that access to and use and enjoyment of the Unit of any other Owner shall not be adversely affected by any exercise of any right by any Owner under this Clause (1)(e).

2. In addition to the above rights and privileges (but subject to the provisions of the Government Lease, this Deed, the House Rules and the rights of the Manager and the Company provided in this Deed and subject to payment of the prescribed fees (if any)), the Owner of each Residential Unit, his tenants, servants, agents, lawful occupants and their bona fide visitors shall have the full right and liberty (in common with all persons having the like right) to go pass or repass over and along and to use the Recreational Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no such Owner shall interfere with or permit or suffer to be interfered with the general

amenities, equipment or services provided and that each such Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same AND PROVIDED FURTHER THAT the Owners of the Commercial Areas shall have no right to use the Recreational Areas and Facilities.

Part B – Rights to which Owners are subject

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 Unit is held :-
 - (a) The power, right and privilege of the Manager to enter into and upon his Unit as provided in this Deed;
 - (b) Rights of the Company set forth in Part III of this Deed; and
 - (c) Rights and privileges of other Owners as set forth in sub-clauses (b), (c) and (d) of Clause 1 of Part A of this Second Schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner (including the Company) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless the prior approval of the Owners' Committee has been obtained. Any payment received for the approval shall be credited to the relevant Special Fund.
2. No Owner (including the Company) shall have the right to convert or designate any part of his Unit as Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting duly convened under this Deed has been obtained. No Owner (including the Company) shall have and the Manager shall not have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.
3. No Owner shall do or suffer or permit to be done any act or thing to obstruct the Common Areas and Facilities or any part thereof. Without prejudice to the generality of the foregoing, no Owner shall place or left any refuse, matter or thing on the Common Areas and Facilities or any part thereof.
4. No Owner shall do, cause or suffer or permit to be done any act or thing in his Unit or in any area of the Building which may be or become a nuisance or annoyance to or cause damage to any other Owners or occupiers of the Building.
5. No Owner shall make any structural alteration to any part of the Building owned by him (including but not limited to the External Walls, structure or facade of the Unit owned by him or any installation or fixture therein) which may interfere with or affect the right of other Owners or damage or affect or interfere with the use and enjoyment of any other part or parts of the Building whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities).

6. No Owner shall use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot, which is not for his exclusive use and benefit.
7. No Owner shall do or permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Lease or whereby any insurance on the Building 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.
8. No Owner shall without the prior written consent of the Manager and the relevant Government authority (if required) at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Building or any of the Residential Units or Commercial Units or Car Parking Spaces or Motor Cycle Parking Spaces.
9. Subject to the provisions of Clauses 11 and 12 of this Deed, no Owner shall do or permit or suffer to be done by himself, 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, the management or the maintenance of the Building or any part thereof.
10. No Owner shall use or cause or permit or suffer his Unit or any part thereof to be used for any illegal or immoral purpose.
11. No Owner shall use or cause or permit or suffer his Unit or any part thereof to be used in contravention with the Government Lease, the Occupation Permit, this Deed or any Ordinances and Regulations from time to time applicable thereto.

12. No Owner shall use or cause or permit or suffer his Unit or any part thereof 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 “Tai 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.
13. 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.
14. Subject to Clause 12 of this Schedule, no Commercial Unit shall be used for any purpose other than lawful business purpose.
15. No Residential Car Parking Spaces shall be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and with a height of less than 2.0 metres and in particular the Residential Car Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise provided that in respect of each of the Residential Double Deck Mechanical Car Parking Spaces, its Owners :
 - (i) shall not remove the parking rack from the relevant parking space or make or cause any damage or carry out any alteration work to such parking rack or any part thereof;
 - (ii) shall at its own costs and expenses keep and maintain the parking rack in good and working condition. For the avoidance of doubt, all the repair, maintenance and replacement costs and expenses for the parking rack shall be borne by the Owner absolutely;

- (iii) shall not park at the lower space of the parking rack any motor vehicle with a height of more than 1.5 metres;
 - (iv) shall not park at the upper space of the parking rack any motor vehicle with a height of more than 2.0 metres;
- 16. No Commercial Car Parking Spaces shall be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the Commercial Units and their bona fide guests, visitors or invitees and with a height of less than 2.0 metres and in particular the Commercial Car Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
- 17. No Disabled Person Car Parking Spaces shall be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the Building and their bona fide guests, visitors or invitees and with a height of less than 2.0 metres and in particular the Disabled Person Car Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
- 18. No Residential Motor Cycle Parking Space shall be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and with a height of less than 2.0 metres and in particular the Residential Motor Cycle Parking Space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
- 19. No Commercial Motor Cycle Parking Space shall be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance,

any regulations made thereunder and any amending legislation, and belonging to the occupiers of the Commercial Units and their bona fide guests, visitors or invitees and with a height of less than 2.0 metres and in particular the Commercial Motor Cycle Parking Space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

20. No loading and unloading bay of the Building shall be used for any purpose other than for the loading or unloading of goods vehicles.
21. No Car Parking Spaces or the Motor Cycle Parking Spaces shall be used for the storage of motor vehicles or other articles, goods or things and no structure or partitioning shall be erected thereon without the prior consent in writing of the Manager.
22. The Residential Car Parking Spaces or the Motor Cycle Parking Spaces shall not be :-
 - (a) assigned except
 - (I) together with Undivided Shares giving the right of exclusive use and possession of a Residential Unit or Residential Units; or
 - (II) to a person who is already the Owner of Undivided Shares with the right of exclusive use and possession of a Residential Unit or Residential Units; or

(b) underlet except to residents of the Residential Units.

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

Spaces. For the avoidance of doubt, an Owner or user of a Residential Double Deck Mechanical Car Parking Space shall only, while he remains an Owner or user (as the case may be) of such Residential Double Deck Mechanical Car Parking Space, be entitled to acquire or use not more than one additional Single Residential Car Parking Space at the same time and no Owner shall own or use more than one Residential Double Deck Mechanical Car Parking Space at the same time.

23. No Owner shall do or permit or suffer to be done any act or thing in his Unit whereby any access for fire exits will be blocked.
24. No Owner shall do or permit or suffer to be done any act or thing in his Unit whereby any window thereof will be wholly or partially blocked or the passage of light or air to such Unit will be obstructed in any way.
25. Subject to the rights granted to or vested in the Company by this Deed, no Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof, Balcony, Utility Platform, windows or flower bed forming part of his Unit or any other part thereof and the Manager shall have the right to enter a Unit to remove anything erected or placed in contravention of this provision at the cost and expense of the Owner erecting or placing the same provided that the affixing or installation of advertising signs (including the supporting structures thereof) by the Owner of an Advertising Space at such Advertising Space in accordance with the provisions of this Deed shall not constitute a breach of this Clause.
26. No Owner shall erect, affix, install, attach or permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of his Unit any metal grille or shutter or gate.

27. 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 Unit any advertising or other sign of any description without the previous written approval of the Manager provided that the affixing or installation of advertising signs (including the supporting structures thereof) by the Owner of an Advertising Space at such Advertising Space without the written approval of the Manager shall not constitute a breach of this Clause. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
28. No Owner shall store or permit or suffer to be stored in any Unit any hazardous, dangerous, combustible or explosive goods or materials in contravention of any statutory, ordinance and regulation applicable thereto.
29. No Owner shall use or permit or suffer his Residential Unit or any part thereof to be used for the storage of goods or merchandise other than the personal and household possession of the Owner or the occupiers of the Unit.
30. 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 of the Building as part of the Common Areas and Facilities.
31. No Owner shall connect or permit or suffer to be connected any installation to the communal television and radio aerial system and cable television system (if any) installed by the Company or the Manager without the prior written approval of the Manager and such connection shall be made in accordance with any House Rules relating to the same (if any). No Owner shall affix or install or permit or suffer to be affixed or installed his own private aerial on the external surfaces of or extending outside the exterior of his Unit or any part of the Building or be

projected from the Building or any part thereof without the written prior approval of the Manager.

32. No Owner shall install or permit or suffer to be installed any air-conditioner or ancillary parts thereof at any place of the Building (whether inside or outside his Unit) other than at places which are designated for such purpose and the Owner shall take all possible measures to prevent excessive noise, condensation or dripping on or to any part of the Lot or the Building. Each 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. No Owner shall use or permit or suffer the air-conditioning platforms of his Unit to be used for any purpose other than for the placing or installation of air-conditioning units.
33. Subject to the rights granted to or vested in the Company by this Deed, no Owner shall erect, install or otherwise affix or permit or suffer 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 Building or be projected from the Building or any part thereof without the written prior approval of the Manager who may in its discretion impose conditions and requirements under which its approval is granted provided that the affixing or installation of advertising signs (including the supporting structures thereof) by the Owner of an Advertising Space at such Advertising Space without the written prior approval of the Manager shall not constitute a breach of this Clause and no approval of the Manager is required for such affixing or installation of advertising signs and supporting structures.
34. No Owner shall hang or permit or suffer to be hung any clothing or laundry in the Common Areas and Facilities or any part thereof.

35. 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, Balconies, Utility platforms, flower beds, entrance halls of the Building or any other areas which in the opinion of the Manager may or shall become undesirable or constitute a nuisance to other Owners or occupiers of the Building and the Manager shall have the right to remove such utensils and/or articles without notice at the cost of the offending Owner.
36. No Owner shall erect or build or permit or suffer to be erected or built on or upon the roof, flat roof, Balcony, Utility Platform or flower bed forming part of his Unit any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter into a Unit and remove the structures, the erection or installation of which is in contravention of this provision at the cost of the offending Owner.
37. No Owner shall do or suffer or permit to be done any act whereby the flush or drainage system of the Building may be clogged or efficient working thereof may be impaired.
38. No Owner shall use or permit or suffer any water closet and other water apparatus installed in the Building (whether within his Unit or not) to be used for any purpose other than for the purpose for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. The Owner or occupier who breaches this Clause shall be responsible for the damage arising or resulting therefrom.
39. No Owner shall make or cause or permit the making of any disturbing noise in his Unit or do or cause or permit or suffer any act to be done in his Unit which will interfere with the rights, comforts and convenience of other Owners or occupiers of the Building.

40. No Owner shall play or permit or suffer the playing of mahjong in his Unit between mid-night and 9 a.m. so as to cause nuisance, disturbance or annoyance to other Owners or occupiers of the Building.
41. No bird, animal, dog, cat or pet shall be kept or harboured in any part of the Building if any of such bird, animal, dog, cat or pet is in the opinion of the Manager (which is final and conclusive), may or will cause nuisance, disturbance or annoyance to other Owners or occupiers of the Building. In any event no dog shall be kept or harboured in the Common Areas and Facilities unless such dog is on a leash.
42. No Owner shall allow children to play in the Common Areas and Facilities (except such parts of the Recreational Areas and Facilities which are 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 occupiers of the Unit in which the child or children concerned reside.
43. No Owner shall paint the outside of the Building including any part of the External Walls of his Unit, or do or permit or suffer to be done any act or thing which may or will alter the facade or external appearance of the Building without the prior written approval of the Manager provided that the affixing or installation of advertising signs (including the supporting structures thereof) by the Owner of an Advertising Space at such Advertising Space in accordance with the provisions of this Deed shall not constitute a breach of this Clause and no approval of the Manager is required for such affixing or installation of advertising signs and supporting structures.
44. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

45. No Owner shall use or permit or suffer any bicycle, baby carriage or similar vehicle to be used in the Common Areas and Facilities which will interfere with the rights, comforts and convenience of other Owners or occupiers of the Building.
46. No Owner shall install or erect or permit or suffer to be installed or erected in his Unit any furnace, boiler or other plant or equipment or use or permit or suffer to be used in his Unit any fuel, any method, any process of manufacture or any treatment which may in any circumstances result in the discharge or emission whether in the form of gas, smoke, liquid or otherwise and which is in the opinion of the Manager (which is final and conclusive) excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any by-laws or regulations made thereunder or any amendments thereto.
47. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer or permit to be done any act to such sprinkler system or fire fighting equipment which may contravene the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder or any amendments thereto. No Owner shall install any sprinkler head or smoke detector in his Unit without the prior written approval of the Manager and all such approved installation works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.
48. No Owner shall carry out any installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Building without the prior written approval of the Manager and all such installation or repair 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.

49. No Owner shall place or permit or suffer to be placed on any part of the floors or any lift of the Building any article, machinery, goods or merchandise which may exceed the maximum floor or lift loading-bearing capacity thereof. The Owner or occupier who breaches this Clause shall be responsible for the damage arising or resulting therefrom.
50. No Owner, occupant of an Unit, his guest or visitor shall interfere with, damage or cut any tree growing on the Lot or adjacent thereto without the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the said Director and each Owner shall be responsible to remedy and indemnify the other Owners from and against all actions, claims, demands, proceedings, costs, expenses, fines, penalties, taxes, lesses and liabilities whatsoever in any way arising out of or connected therewith.
51. Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the management expenditure pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners from and against all actions, claims, demands, proceedings, costs, expenses, fines, penalties, taxes, lesses and liabilities whatsoever in any way arising out of or connected therewith.
52. Every Owner shall at his own costs and expenses keep and maintain his Unit and such Non-enclosed Areas and Green and Innovative Features thereof (if any) in good, clean and tidy state and condition.
53. No Owner shall install any window grille in his Unit without the prior written approval of the Manager on the installation and the design of such window grille and in compliance with any conditions that may be imposed by the Manager.

54. The Non-enclosed Areas shall only be used as balconies or utility platforms (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units of which such Non-enclosed Areas form part.
55. The design and location of the Non-enclosed Areas under the Approved Building Plans shall not be altered in any way. Without prejudice to the generality of the foregoing, the Non-enclosed Areas must not be enclosed above safe parapet height other than as under the Approved Building Plans.
56. No Owner shall install, exhibit, affix, erect or attach any fence, awning, grille or structure or thing to the Non-enclosed Areas of his Unit or any part thereof whereby the Non-enclosed Areas or any part thereof will be enclosed in whole or in part other than as approved under the Approved Building Plans.
57. The right to the exclusive use, occupation and enjoyment of any part of the Advertising Spaces shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Commercial Unit or the Undivided Share with which the same is held.
58. The right to the exclusive use, occupation and enjoyment of any parking space of a Residential Double Deck Mechanical Car Parking Space shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from such Residential Double Deck Mechanical Car Parking Space or the Undivided Share with which the same is held.

THE FOURTH SCHEDULE ABOVE REFERRED TO

All major works and installations in the Building requiring regular maintenance on a recurrent basis including but not limited to the following (if any) :-

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements
- (d) plumbing system;
- (e) drainage system;
- (f) fire services installations and equipment;
- (g) electrical wiring system;
- (h) lift installations;
- (i) gas supply system;
- (j) window installations, glass balustrades, claddings and canopies;
- (k) mechanical ventilation and air-conditioning;
- (l) vehicle turntable;
- (m) car parking system; and
- (n) slope structure (if applicable)

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. At all times hereafter but subject to and with the benefit of the Government Lease and this Deed insofar as they relate thereto, the full and unrestricted right without interference by other Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares and the premises held therewith retained by the Company.

2. Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, 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 any part or parts of the Common Areas and Facilities PROVIDED ALWAYS THAT they shall not unreasonably affect or interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them and they 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 Building (save and except those parts of the Building the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO

1. To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
2. To manage, maintain and control the common driveways and parking areas on the Lot and the Building and to remove any cars, pedal bicycles, motor cycles and other vehicles parked in any area not reserved for parking or loading and unloading or any vehicles parked in any loading and unloading bay without the consent of the Manager or any Car Parking Space or Motor Cycle Parking Space without the consent of the Owner or lawful occupier of such Car Parking Space or Motor Cycle 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 Car Parking Space and Motor Cycle Parking Space;
3. To manage, maintain and control the use of the spaces for the loading and unloading by motor vehicles and to fix reasonable charges for the use thereof provided that all income deriving therefrom shall form part of the management funds for the Estate Common Areas and Facilities;
4. Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and the Owners for the time being thereof and the Manager as comprehensively as reasonably possible against loss or damage by fire or such other perils as the Manager shall reasonably deem fit, occupiers' liability, public liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Lot and the Building with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Lot and the Building according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the

foregoing, if the Manager considers so desirable, to procure master insurance for the Building as a whole including those areas which are not the Common Areas and Facilities and to pay all premia required to keep such insurance policies in force;

5. To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Building;
6. To keep in good order and repair the lighting of the Common Areas and Facilities;
7. To keep the Common Areas and Facilities in a clean and sanitary state and condition;
8. To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the External Walls (excluding the Advertising Spaces), elevations and facade, including windows and window frames, situated in the Common Areas and Facilities and to erect scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities, the External Walls and windows of the Building;
9. To choose from time to time the colour and type of facade of the Building (excluding the Advertising Spaces), including that of the Residential Units or the Commercial Units;
10. To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
11. 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 any improvement or provision of facilities or services which involves

expenditure in excess of 10% of the current annual management budget shall require the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and the Government Lease 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;

12. To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Building onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
13. To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Building (other than the Advertising Spaces) and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
14. To replace any glass in the Common Areas and Facilities that may be broken;
15. To keep the Common Areas and Facilities well lighted and in a tidy condition;
16. To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
17. To prevent refuse from being deposited on the Building or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Building and arrange for its disposal at such regular intervals and to maintain

either on or off the Building refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;

18. To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
19. 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 Building or any part thereof;
20. 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 Lot and the Building at all times;
21. 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 Building;
22. To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Lot or any part thereof or the Building or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Lease and to demand and recover from the Owner who erect or install such structure or other thing as aforesaid the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
23. To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Building necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Building of all legal proceedings relating to the Lot and the Building (except proceedings relating to the rights or

obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Building or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent Authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;

24. To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Building in any manner in contravention of the Government Lease or this Deed;
25. To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Building of any provisions of the Government Lease or this Deed;
26. To prevent any person detrimentally altering or injuring any part or parts of the Building or any of the Common Areas and Facilities thereof;
27. To prevent any person from overloading the floors of the Building or any part or parts thereof;
28. To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Building;
29. 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 management of the Lot and the Building as a whole or the Common Areas and

Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;

30. To enter into contracts and to engage, appoint, employ, remunerate and dismiss consultants, other professional property management companies, contractors, agents or sub-managers to perform and carry out management works of the Lot and the Building or any part thereof on such terms and conditions as the Manager deems fit, provided that the Manager shall not transfer or assign its rights duties or obligations under this Deed to any such persons and such persons shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the whole Building;
31. To enter into contracts and to engage, appoint, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Lot and the Building and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the whole Building in accordance with this Deed and the BMO;
32. To enforce the due observance and performance by the Owners of the terms and conditions of the Government Lease 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;

33. To require all Owners or occupiers of the Units to maintain the Units owned or occupied by them in a satisfactory manner;
34. 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 Building Provided that the Manager when exercising this power shall not contravene the Personal Data (Privacy) Ordinance;
35. Subject to the prior written approval of the Owners' Committee (if any) or the Owners' Corporation (when formed) to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT the grant of right of way, access or use as mentioned in this Clause shall not affect the Owners' and occupiers' enjoyment of their respective Units of the Building and PROVIDED FURTHER THAT such grant of right of way or access or use shall not contravene the terms and conditions of the Government Lease; any benefit arising therefrom shall accrue to the Owners; and the charges collected in this respect shall be paid into the Special Fund;
36. Subject to the prior written approval of the Owners' Committee (if any) or the Owners' Corporation (when formed) to grant easements and rights of any other kind over the Common Areas and Facilities 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 Lot which the Manager shall in its reasonable discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land PROVIDED THAT the Owners' and occupiers' occupation and enjoyment of

their respective Units of the Building will not be affected and their access to and from the Building will also not be impeded or restricted by the grant of easements or rights as mentioned in this Clause AND PROVIDED FURTHER THAT any benefit arising therefrom shall accrue to the Owners; and the charges collected in this respect shall be paid into the Special Fund;

37. To deal with all enquiries, complaints, reports and correspondence relating to the Building as a whole;
38. Subject to the prior written approval of the Owners' Committee (if any) or the Owners' Corporation (when 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 such use shall not be in breach of the Government Lease and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed;
39. To remove any bird, animal, dog, cat or pet from the Building if, in the opinion of the Manager, such bird, animal, dog, cat or pet is causing a nuisance or disturbance to other Owners or occupiers of the Building or if the same has been the cause of complaint of at least two other Owners or occupiers of the Building made in written;
40. To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Building as the Manager shall in its reasonable discretion consider desirable;
41. 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 House Rules as it shall deem appropriate which shall not be inconsistent with

or contravene this Deed, the Government Lease or the BMO. For avoidance of doubt, the Manager may make the House Rules before the formation of an Owners' Committee;

42. Subject as otherwise provided in this Deed 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 reasonable conditions or additional conditions including payment of reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
43. 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;
44. 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 Building for the better enjoyment or use of the Building 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;
45. Subject to the approval of the Owners' Committee (if any) or the Owners' Corporation (when formed) to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas 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 Building which he owns or unreasonably impede or restrict the access to and from any such part of the Building and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed;

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

(a) to make rules and regulations governing the use of the Club House including but not limited to the fixing of fees and charges for admittance and use of the facilities in the Club House from time to time and to collect such fees and charges from the permitted users of the facilities; and

(b) to let, hire, lease or licence all or any part of the Club House to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit provided that notwithstanding the Manager's delegation to any person to operate the Club House, the Manager shall not assign or transfer any of his duties or obligations under this Deed and shall at all times be responsible for the management and control of the Club House and the whole Building,

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 Club House and the facilities therein and that any deficit in the operation of the Club House or any part thereof shall be charged to the management funds;

47. 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 he may consider

suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Building. 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 Building;

48. To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Building and to encourage them to participate in such activities with a view to improving the environmental conditions of the Building;
49. Subject to the provisions of this Deed, to make House Rules to require the Owners and occupiers of the Building, inter alia, to dispose of their rubbish properly for waste separation and recycling purposes;
50. To take all steps necessary or expedient for complying with the Government Lease and any Government requirements concerning the Building or any part thereof;
51. To engage qualified personnel to inspect or carry out a structural survey of the Building or any part thereof including the drains and channels within or outside the Lot serving the Building as and when the Manager deems necessary or desirable;
52. To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Lease;

53. To enforce the due observance and performance by the Owners or any person occupying any part of the Building through under or with the consent of any such Owner of the terms and conditions of this Deed and the House Rules made hereunder and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
54. 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 for the Building PROVIDED THAT areas for the installation or use of aerial broadcast distribution or telecommunications network facilities shall form part of the Common Areas and Facilities and such contracts to be entered into by the Manager shall be subject to the following conditions :-
- (a) the term of the contract will not exceed 3 years;
 - (b) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
 - (c) 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;
55. To control, operate and maintain the Green and Innovative Features forming part of the Common Areas and Facilities;
56. To ban vehicles or any particular category of vehicles from the Lot or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS that the right of the Owners of the Car Parking Spaces and/or the Motor Cycle Parking Spaces to the proper use and enjoyment of such

Car Parking Spaces and/or Motor Cycle Parking Spaces in accordance with the provisions of the Government Lease and these presents shall not be affected;

57. 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 the Owner of which has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof;
58. 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.
59. 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;
60. To charge the Owners for all costs and consultants' fees incurred in approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed and the House Rules and the charges collected in this respect shall be paid into the management funds;
61. 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;
62. From time to time, subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if any), to make, revoke and amend rules and regulations governing the supply and use of fresh and sea water

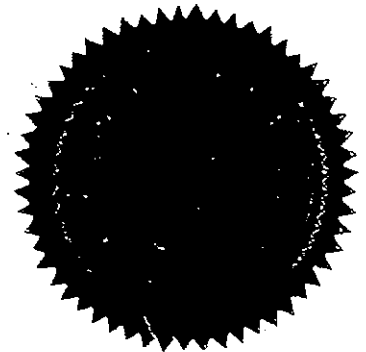
to all parts of the Building, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government. Such rules and regulations and any amendments thereto must not be inconsistent with or contravene this Deed, the BMO or the Government Lease;

63. 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 Lot that are required to be maintained under the Government Lease;
64. Subject to the approval of the Owners' Committee (if any) or Owners' Corporation (when formed) to charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof provided that all such prescribed fees collected shall form part of the management fund to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;
65. To landscape and plant the Lot with trees and shrubs; and
67. To do all such other things as are reasonably incidental to the management of the Lot and the Building.

SEALED with the Common Seal)
of the Company and SIGNED by)
LAM KWOK FAN, person duly)
authorised by its Board of Directors)
whose signature(s) is/are verified by :-)



CHIU-KON FAI
Solicitor, Hong Kong SAR
MESSRS. T.H. KOO & ASSOCIATES



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



CHIU KIN FAI
Solicitor, Hong Kong SAR
MESSRS. T.H. KOO & ASSOCIATES



INTERPRETED to the First Owner by :-

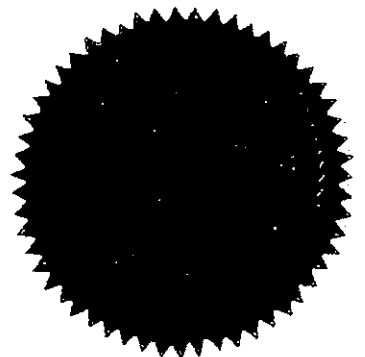
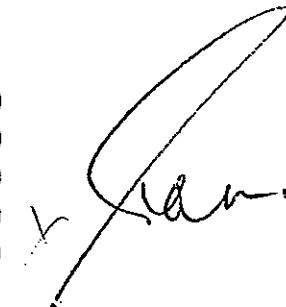


CHIU KIN FAI
Solicitor, Hong Kong SAR
MESSRS. T.H. KOO & ASSOCIATES

SEALED with the Common Seal)
of the Manager and SIGNED by)
Angel Kam)
whose signature(s) is/are verified by :-)



CHIU KIN FAI
Solicitor, Hong Kong SAR
MESSRS. T.H. KOO & ASSOCIATES



Dated the 11th day of November 2015.

BEST FORTUNE INVESTMENT LIMITED

AND

[REDACTED]

AND

SAVILLS PROPERTY MANAGEMENT LIMITED

**DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT
OF
KOWLOON INLAND LOT NO.9673**

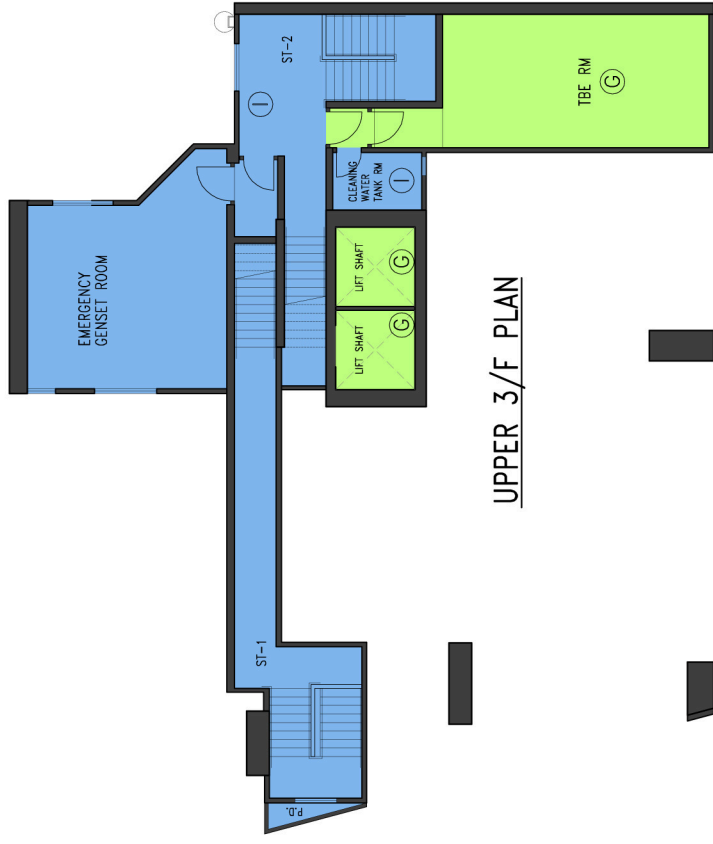
REGISTERED at the Land Registry by
Memorial No.
on

p. Land Registrar

**MESSRS. T.H. KOO & ASSOCIATES
SOLICITORS,
ROOM A2, 15TH FLOOR,
UNITED CENTRE,
NO.95 QUEENSWAY,
HONG KONG.
Our Ref. : TH/ec/0013/141**



3/F PLAN



UPPER 3/F PLAN



5/F PLAN
(FLOOR NO. 4/F OMITTED)



6/F-19/F PLAN
(FLOOR NO. 14/F OMITTED, TOTAL 13 FLS)

I, the undersigned,
being the authorized person
of the development,
hereby certify
the accuracy of this plan.

[Signature]

KU SIU FUNG STEPHEN
AUTHORIZED PERSON (AP(A) 33/81)

DRAWING TITLE:

DMC PLAN -
3/F, UPPER 3/F, 5/F & 6-19/F

PROJECT:

KOWLOON INLAND LOT 9673
CHI KIANG STREET, KOWLOON.

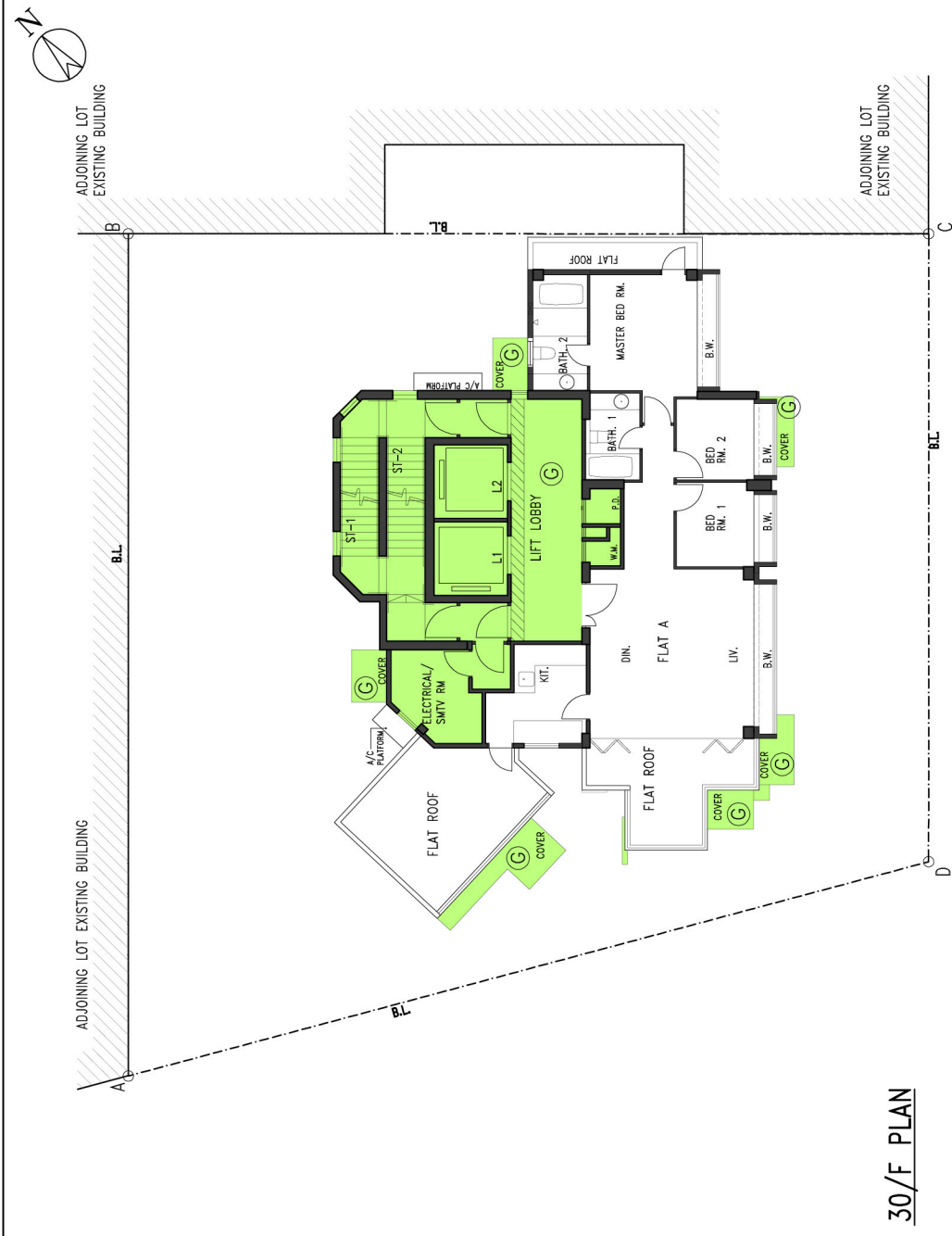
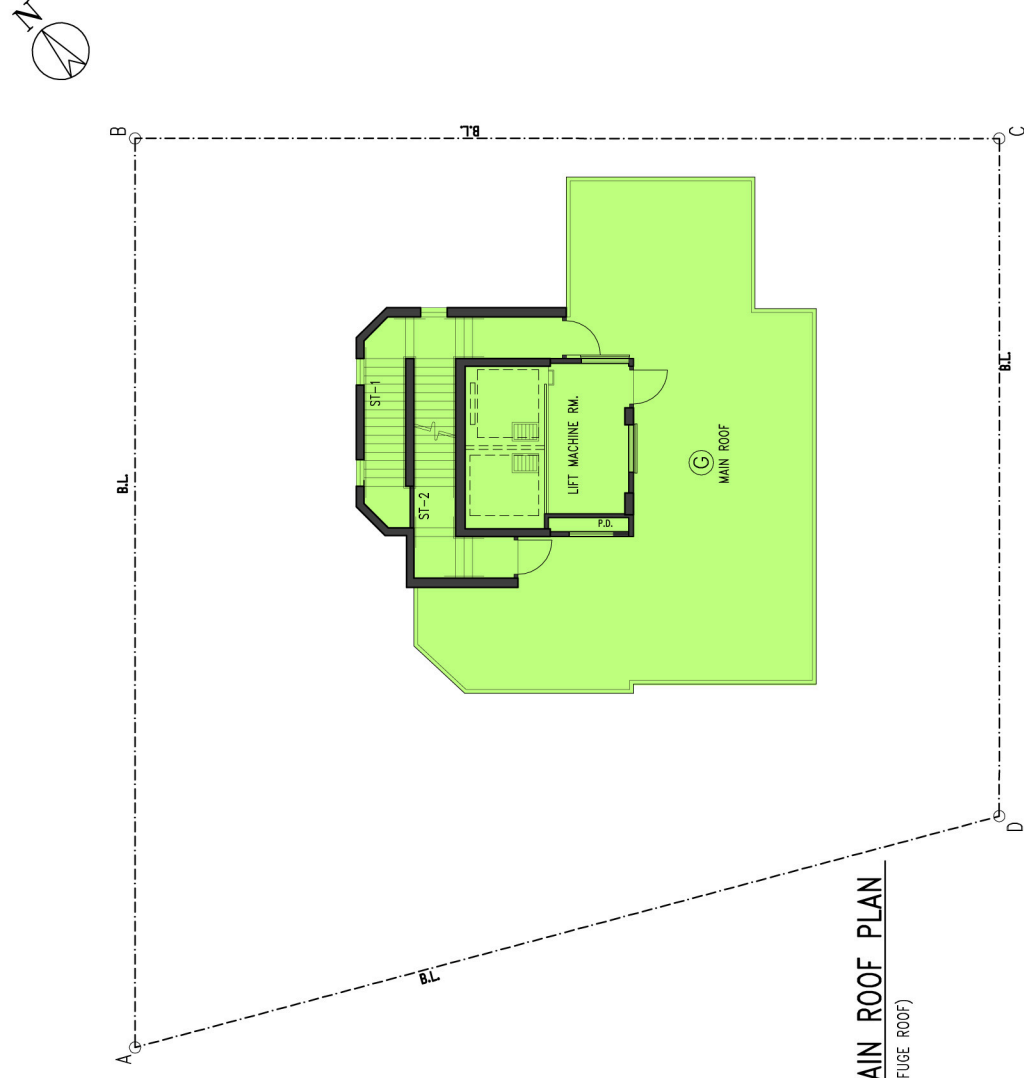
SCALE: 0 1 2 3 5M

DRAWING NO.: DMC-02

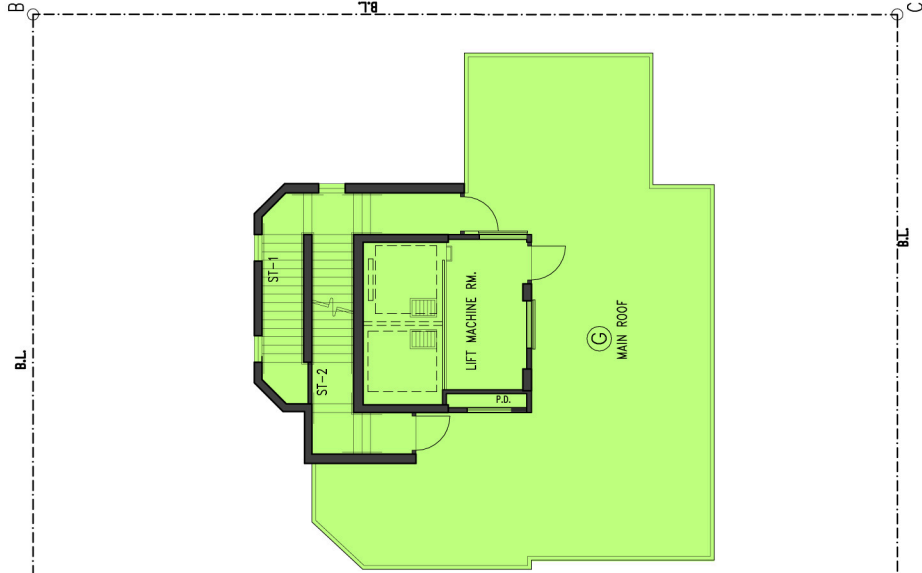
REV: B



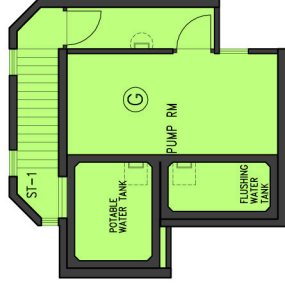
20/F-29/F PLAN
(FLOOR NO. 24/F OMITTED, TOTAL 9 FLS)

30/F PLAN

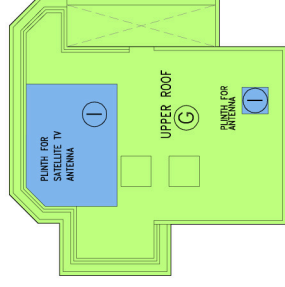
MAIN ROOF PLAN
(REFUGE ROOF)



UPPER ROOF PLAN
(PUMP RM LEVEL)



TOP ROOF PLAN



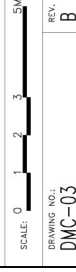
I, the undersigned,
being the authorized person
of the development,
hereby certify
the accuracy of this plan.

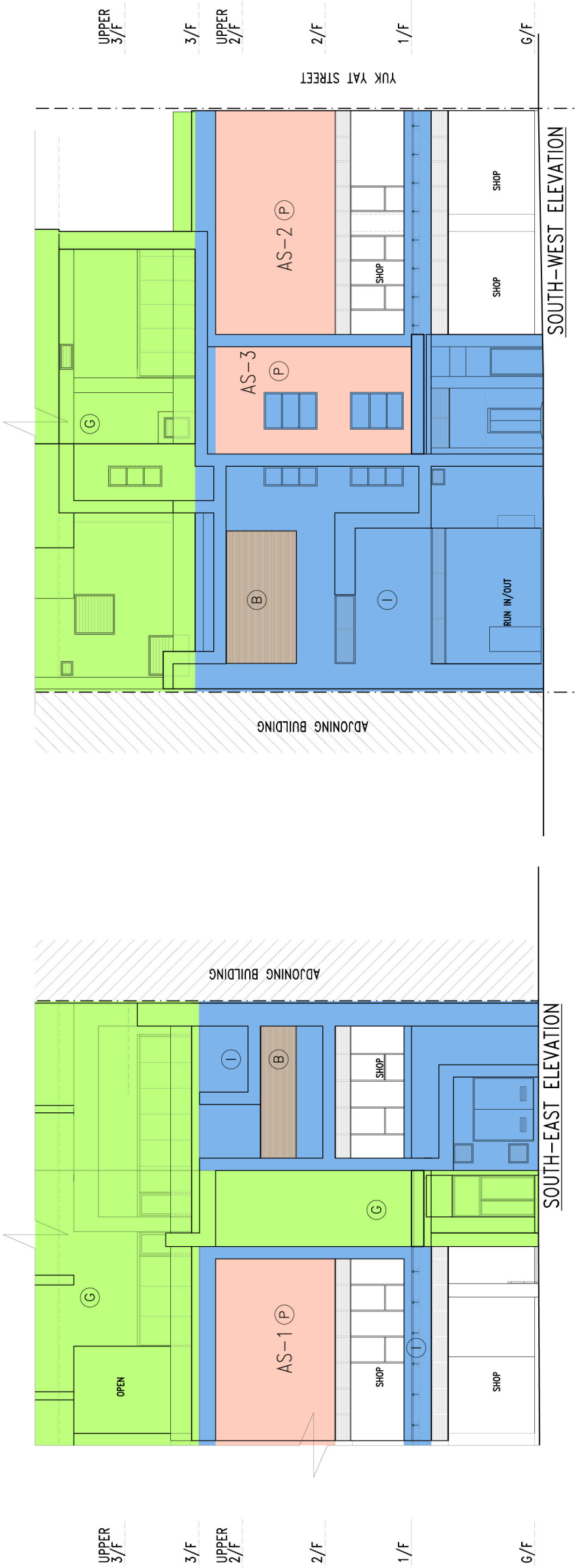

KU SIU TUNG STEPHEN

KU SIU FUNG STEPHEN
AUTHORIZED PERSON (AP(A) 33/81)

DRAWING TITLE:
DMC PLAN -
20/F-29/F, 30/F, MAIN ROOF
UPPER ROOF & TOP ROOF

PROJECT:
KOWLOON INLAND LOT 9673
CHI KIANG STREET, KOWLOON.





LEGEND :

- RESIDENTIAL COMMON AREAS AND FACILITIES (G)
- ESTATE COMMON AREAS AND FACILITIES (I)
- CAR PARK COMMON AREAS AND FACILITIES (B)
- ADVERTISING SPACES (P)

I, the undersigned,
being the authorized person
of the development,
hereby certify
the accuracy of this plan.

Signature
AKU SIU FING STEPHEN
AUTHORIZED PERSON (AP(A) 33/81)

DRAWING TITLE:
DMC PLAN -
ELEVATIONS

PROJECT:
KOWLOON INLAND LOT 9673
CHI KIANG STREET, KOWLOON.

SCALE: 0 1 2 3 5M
DRAWING NO.: DMC-04
REV. B