

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

KINGS LUX LIMITED

AND

[name of First Assignee]

AND

[name of DMC Manager]

<sup>a</sup>[AND

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED]

---

DEED OF MUTUAL COVENANT INCORPORATING  
A MANAGEMENT AGREEMENT

of

“101 KINGS ROAD”, 101 King’s Road, Hong Kong

erected on

the Remaining Portion of Sub-section 2 of Section G of Inland Lot No.2273, the Remaining Portion of Section G of Inland Lot No.2273, Inland Lot No.8858, the Remaining Portion of Section O of Inland Lot No.2273, the Remaining Portion of Sub-section 1 of Section D of Inland Lot No.2273, the Remaining Portion of Section D of Inland Lot No.2273, the Remaining Portion of Sub-section 1 of Section O of Inland Lot No.2273, Sub-section 1 of Section A of Inland Lot No.2273 and the Remaining Portion of Inland Lot No.2273 and the Extension thereto

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REGISTERED in the Land Registry by Memorial  
No.  
on

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Grandall Zimmern Law Firm  
14/F, The Hong Kong Club Building,  
3A Chater Road,  
Central,  
Hong Kong.  
*WSM/CON/241196*

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THIS DEED is made the                      day of                      Two thousand and

BETWEEN

- (1) KINGS LUX LIMITED (璟鏗有限公司) whose registered office is situate at [\*\*\*] (hereinafter called the “**First Owner**”) of the first part; and
- (2) [\*\*\*] [of][whose registered office is situate at [\*\*\*]] (hereinafter called the “**First Assignee**”) of the second part; and
- (3) [\*\*\*] whose registered office is situate at [\*\*\*] (hereinafter called the “**DMC Manager**”) of the third part[.]<sup>a</sup>; and
- <sup>a</sup>[(4) THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED whose registered office is situate at [\*\*\*]] (hereinafter called the “**Mortgagee**”).]

W H E R E A S :-

- (1) Immediately prior to the First Assignment to the First Assignee hereinafter referred to, the First Owner is the registered owner and is in possession of the Land subject to the terms and conditions set out in the Government Grant <sup>a</sup>[and the Mortgage].
- (2) The Development has been erected on the Land.
- (3) For the purposes of sale and defining individual ownership, the Land and the Development have been notionally divided into such number of Undivided Shares allocated in such manner as provided in Schedule 1.
- (4) [By a [partial] [release][reassignment] of the same date as this Deed or before the date hereof, the First Assignee’s Unit was [released from the Mortgage][reassigned by the Mortgagee to the First Owner].]<sup>a</sup> By an assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part (the “**First Assignment**”) and for the consideration therein expressed, the First Owner assigned the First Assignee’s Unit unto the First Assignee subject to and with the benefit of the Government Grant and this Deed.
- (5) The parties hereto have agreed to enter into this Deed for the purposes of making provisions for the management, maintenance, repair, renovation, improvement, insurance and service, etc of the Land and the Development and the Common Areas and Facilities, the apportionment of the expenses of the same to be borne by the Owners and defining and regulating the rights, interests and obligations of the Owners in respect thereof.
- (6) The Director of Lands has approved the terms of this Deed in accordance with the provisions of Government Grant.

NOW THIS DEED WITNESSETH as follows :-

CLAUSE 1  
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed the expressions as defined in Part A of Schedule 10 apply unless the context otherwise requires.

1.2 Interpretation

The provisions in Part B of Schedule 10 shall apply in construing and interpreting any provision of this Deed unless the context otherwise requires.

CLAUSE 2  
RIGHTS AND OBLIGATIONS OF OWNERS

2.1 The First Owner

The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant and this Deed, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the First Assignment "[and subject to the Mortgage (to the extent the same continues to subsist)].

2.2 The First Assignee

The First Assignee shall at all times hereafter, subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit together with the appurtenances thereto and the entire rents and profits thereof.

2.3 Rights and obligations

Each Owner shall hold his Undivided Share(s) and the sole and exclusive right and privilege to hold, use, occupy and enjoy the part of the Development concerned subject to and with the benefit of this Deed and the rights contained in Schedule 2.

2.4 Owners' covenants

Without prejudice to the Additional Rights, each Owner for the time being shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the Schedule 4 and contained in the Government Grant.

2.5 Right of Owners to assign without reference to other Owners

2.5.1 Every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his

Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.

2.5.2 Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.

2.6 Right of Owners to occupy not to be dealt with separately from Undivided Shares

The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence.

CLAUSE 3  
ADDITIONAL RIGHTS

3.1 Additional rights

Each such Owner (a “**Specified Owner**” for the purpose of this Clause 3) as set out in Part B of Schedule 3 shall have such rights as set out therein (each an “**Additional Right**”) for that Owner.

3.2 Power of attorney for additional rights

The Owners hereby jointly and severally and irrevocably APPOINT each Specified Owner (and where the Specified Owner comprises more than one person, each such person (such appointment shall be joint and several so that each of such persons may act singly or jointly with the other(s))) to be their agent and attorney and grant to each Specified Owner (and where the Specified Owner comprises more than one person, each such persons), with full power of delegation, the full right power, and authority acting singly 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 reasonably required for or incidental to the exercise of the Additional Rights granted to that Specified Owner and the Owners hereby further jointly and severally undertake to do all acts, deeds, matters and things and to execute sign, seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to covenant in the assignments of the relevant Undivided Shares to the Owners and the subsequent assignments thereof to acknowledge the Additional Rights of that Specified Owner and to appoint that Specified Owner as their attorney as aforesaid.

3.3 Covenants in assignment

An assignment by any Owner (other than the First Owner) of his Undivided Shares shall include the covenant as set out in Part A of Schedule 3.

CLAUSE 4  
MANAGER

4.1 Appointment of the DMC Manager as the Manager

The parties hereto have agreed with the DMC Manager to hereby appoint the DMC Manager as the Manager to undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Land and the Development and the Common Areas and Facilities (all or any of which activities where not inapplicable herein is/are included under the word “**management**”) for, subject to the Ordinance, an initial term of 2 years from the date of appointment under this Deed and such appointment shall continue until terminated under this Deed.

4.2 Termination of the appointment of the Manager by its resignation

4.2.1 The appointment may be terminated by the resignation of the Manager.

4.2.2 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 Development.

4.2.3 The notice referred to in Clause 4.2.2(b) may be given—

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

4.3 Termination of the appointment of the Manager by Owners’ Committee

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 Facilities) and by giving the Manager 3 months’ notice in writing.

4.4 Termination of the appointment of the Manager by Owners’ Corporation

4.4.1 Subject to Clause 4.4.4, at a general meeting convened for the purpose, the Owners’ Corporation may, by a resolution—

- (a) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (b) supported by the Owners of not less than 50% of the Undivided Shares in aggregate,

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

4.4.2 A resolution under Clause 4.4.1 shall have effect only if—

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

4.4.3 The notice and the copy of the resolution referred to in Clause 4.4.2(d) may be given—

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

4.4.4 For the purposes of Clause 4.4.1—

- (a) only the Owners of Undivided Shares who pay or who are liable to pay the management expenses relating to those Undivided Shares shall be entitled to vote;
- (b) the reference in Clause 4.4.1(b) 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.

4.4.5 If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clause 4.4.1, Clause 4.4.2, Clause 4.4.3 and Clause 4.4.4 apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.

4.4.6 Clause 4.4.5 operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.

4.4.7 If a notice to terminate a Manager's appointment is given under this Clause 4.4—

- (a) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and

- (b) if no such appointment is approved under Clause 4.4.7(a) 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.

4.4.8 If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under Clause 4.4.7(b), the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that Clause that may otherwise render that person liable for a breach of that undertaking or agreement.

4.4.9 This Clause 4.4 is subject to any notice relating to the Development that may be published by the Authority (as defined in the Ordinance) under section 34E(4) but does not apply to any single manager referred to in that section.

#### 4.5 Consequences and obligations after Manager's appointment ends

4.5.1 In the event that the Manager shall be wound up or a receiving order shall be made against it, or upon termination of the Manager's appointment in whatever manner, the Owners' Committee (if any) shall immediately itself undertake the management of the Land and the Development or at its option appoint another estate management company or agent in its stead to carry out the management of the Land and the Development in accordance with the provisions of this Deed and on appointment thereof the Owners' Committee shall on behalf of the Owners enter into a management agreement with such estate management company or agent defining its rights duties and obligations.

4.5.2 Subject to Clause 4.5.3, 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 Land and the Development that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

4.5.3 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 4.5.3(a) and have not been delivered under Clause 4.5.2.

4.5.4 Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Ordinance, at no time shall the Land and the Development be without a responsible duly appointed Manager to manage the Land and the Development and the Common Areas and Facilities therein or any part or parts thereof from the date of this Deed.

#### 4.6 Remuneration of the Manager

4.6.1 The annual remuneration of the Manager for the performance of its duties hereunder shall be such percentage as set out in Part B of Schedule 5 of the total annual management expenses.

4.6.2 No variation of the percentage in Clause 4.6.1 may be made except with approval by a resolution of Owners at an Owners' meeting convened under this Deed and the agreement of the Manager.

4.6.3 For the purpose of calculating the Manager's remuneration, the total expenses, costs and charges necessarily and reasonably incurred in the management of the Development or any portion of it must exclude (a) the Manager's remuneration itself and (b) any capital expenditure or expenditure drawn out of the Special Fund PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's remuneration at the rate applicable under Clause 4.6.1 or Clause 4.6.2 or at any lower rate as considered appropriate by the Owners.

4.6.4 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.

4.6.5 Payment of the Manager's annual remuneration hereunder shall be in advance by equal calendar monthly installments each such payment to be in the Monthly Fraction of the annual remuneration of the Manager as determined aforesaid payable by the Owners according to the annual budget or revised budget for Financial Year in question to be prepared in accordance with this Deed. Any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the Financial Year in question to the correct amount for that Financial Year shall be made within 21 days from the completion of the auditing of the management accounts for that Financial Year.

#### 4.7 Manager's duties and powers

- 4.7.1 The Manager shall manage the Development and the Land in a proper manner in accordance with this Deed. Except as otherwise provided in this Deed, the Manager shall, in addition to the other powers expressly provided in this Deed, have the powers to do anything else which it considers is necessary or expedient for the proper management of the Land, including those powers as set forth in Schedule 6 in particular but without in any way limiting the generality of the foregoing.
- 4.7.2 The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the House Rules and the fittings out rules (if any) made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 8.4.2 shall apply to all such proceedings.
- 4.7.3 The Manager (unless otherwise directed by the Owners' Corporation) shall be responsible for taking out and updating insurance to the full new reinstatement value in respect of loss or damage by fire and other risks in respect of the Common Areas and Facilities and also for insurance covering public liability, occupier's liability and employer's liability.

4.8 Manager to represent Owners

- 4.8.1 Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed.
- 4.8.2 All acts and decision of the Manager reasonably arrived at in accordance with the provisions of this Deed shall be binding in all respects on all the Owners.

4.9 Management and control of the Common Areas and Facilities

The Common Areas and Facilities shall be under the exclusive management and control of the Manager.

4.10 Communication among Owners

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 Development.

4.11 Procurement of services, etc. by Manager

- 4.11.1 Except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the Manager shall not carry out any improvements to Common Areas and Facilities or facilities or services which

involve expenditure in excess of 10% of the current annual management budget.

4.11.2 Subject to Clause 4.11.3 and Clause 4.11.4, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of \$200,000 or such other sum in substitution therefor as the Authority (as defined in the Ordinance) may specify by notice in the Gazette unless—

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

4.11.3 Subject to Clause 4.11.4, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Authority (as defined in the Ordinance) may specify by notice in the Gazette unless—

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

4.11.4 Clause 4.11.2 and Clause 4.11.3 do not apply to any supplies, goods or services which but for this Clause 4.11.4 would be required to be procured by invitation to tender (referred to in this Clause 4.11.4 as *relevant supplies, goods or services*)—

- (a) where there is an Owners' Corporation, if—

- (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
  - (ii) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
- (b) where there is no Owners' Corporation, if—
  - (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
  - (ii) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

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

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

#### 4.12 Discontinue management services

The Manager may discontinue providing management services to Owners who fail to pay fees or to comply with any other provisions under this Deed PROVIDED ALWAYS THAT nothing in this Deed shall empower the Manager to interrupt the supply of electricity, water, gas, telecommunications or other utility services to any Unit or preventing access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.

#### 4.13 Employment of agents, etc.

The Manager shall have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the

avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.

4.14 Manager's consent

Where the Manager's consent is required under this Deed, it shall not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent. The fee shall be credited to the Special Fund.

4.15 Exclusions and indemnities

The Manager, its 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 of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence and no Owner will be required to indemnify the Manager or his employees, agents or contractors from and against any action, claim etc. arising out of any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or his employees, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

- 4.15.1 any defect in or failure or breakdown of any of the Common Areas and Facilities, or
- 4.15.2 any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or
- 4.15.3 fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or
- 4.15.4 the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- 4.15.5 theft, burglary or robbery within the Development;

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

CLAUSE 5  
MANAGEMENT EXPENSES

5.1 Management expenses

Management expenses shall be the expenses, costs and charges (including (without limitation) the items set forth in Part C of Schedule 5) necessarily and reasonably incurred in the management of the Development and the Land under this Deed.

5.2 Determination of total amount of management expenses

- 5.2.1 Subject to Clause 5.2.3, Clause 5.2.5, Clause 5.2.6 and Clause 5.2.8, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager as the Financial Year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with Clause 5.2.2.
- 5.2.2 In respect of each Financial Year, the Manager shall :-
- (a) prepare a draft budget setting out the proposed expenditure during the Financial Year;
  - (b) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
  - (c) 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;
  - (d) after the end of that period, prepare a budget specifying the total proposed expenditure during the Financial Year;
  - (e) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- 5.2.3 Where, in respect of a Financial Year, the Manager has not complied with Clause 5.2.2 before the start of that Financial Year, the total amount of the management expenses for that year shall :-
- (a) until he has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous Financial Year;
  - (b) when he has so complied, be the total proposed expenditure specified in the budget for that Financial Year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- 5.2.4 Where a budget has been sent or displayed in accordance with Clause 5.2.2(e) and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of Clause 5.2.2.
- 5.2.5 Where a revised budget is sent or displayed in accordance with Clause 5.2.4, the total amount of the management expenses for that Financial Year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

- 5.2.6 If there is an Owners' Corporation 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 Clause 5.2.2 or Clause 5.2.4, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of management expenses for the Financial Year shall, until another budget or revised budget is sent or displayed in accordance with Clause 5.2.2 or Clause 5.2.4 and is not so rejected under this Clause 5.2.6, be deemed to be the same as the total amount of management expenses (if any) for the previous Financial Year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- 5.2.7 If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- 5.2.8 For the purposes of this Clause 5.2, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

5.3 Further provisions on budget

- 5.3.1 The first annual budget, which is for the first Financial Year, shall be prepared by the Manager. All the annual budgets save and except for the first annual budget shall be prepared by the Manager in consultation with the Owners' Committee (if formed) prior to the commencement of the ensuing year.
- 5.3.2 All the annual budgets (for the avoidance of doubt, including the first annual budget) shall cover all management expenses as referred to in Clause 5.1 PROVIDED THAT:
- (a) Non-recurrent Expenditure relating to the Development or the Common Areas and Facilities shall be payable out of the Special Fund; and
  - (b) notwithstanding anything contained in this Deed and without prejudice to other powers of the Manager hereunder, if the Manager is of the opinion (whose decision shall be conclusive save for manifest error) that an item of management expenses is attributable to any particular part or parts of the Development and that the Owners of the Units in other parts of the Development do not or would not receive any material benefit from such expenditure, the Manager may, acting reasonably, determine (whose decision shall be conclusive save for manifest error) that:
    - (i) the same shall be paid by the Owner or Owners of the part or parts of the Development for which such expenditure has or will be incurred to the exclusion of all other Owners; and
    - (ii) the contribution to be borne and paid by such Owners in proportion to the number of the Management Shares allocated to the Units owned by them, if the item of management expenses is to be borne by more than one Owner.

- 5.3.3 The Manager shall prepare separate and independent budgets and management accounts as set forth in Part D of Schedule 5 and for the avoidance of doubt, any surplus or deficit in one account shall not be taken into account in any other account.

5.4 Owners' liability for management expenses

- 5.4.1 Management expenses 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 management expenses to be made on any other day or days it may deem necessary or desirable. The amount of the monthly expenditure or other contributions payable by each Owner (the "**Monthly Management Fees**") shall be specified and demanded by the Manager from time to time by notice in writing, which said amount shall be ascertained by the Manager in accordance with the following:-

- (a) Part E of Schedule 5;
- (b) Clause 5.2.1 and Clause 5.4.2; and
- (c) where any expenditure for the management and maintenance of the Land and the Development shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or particular Units and no Owner of any other Unit(s) shall receive any material benefit from such expenditure, the full amount of such expenditure shall be excluded from the annual budget(s) and shall be paid on demand by the Owner(s) of that particular Unit or those particular Units in proportion to the number of the Management Shares allocated thereto owned by him or them.

- 5.4.2 (a) No Owner may be called upon to pay more than his appropriate share of management expenses, having regard to the number of Management Shares allocated to the Unit and the provisions of this Deed.

- (b) If, during any period of time, the total Monthly Management Fees received by the Manager are insufficient to meet the management expenses, the Manager may require the Owners to contribute to such deficiency or increase, such contribution:

- (i) to be ascertained in accordance with the principles in Part E of Schedule 5, mutatis mutandis, depending on which type of management expenses under Part D of Schedule 5 the deficiency or increase falls under; and
- (ii) shall be paid in one lump sum within such number of days (which shall not be less than 14) of notification by the Manager or by increasing the Monthly Management Fees of different months as determined by the Manager.

- (c) 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 :-



- (i) any sum attributable or relating to the cost (for purpose of this Clause 5.4.2(c), including the cost of fittings and finishes to be provided in the Units) of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein in accordance with the Building Plans;
  - (ii) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered), the apportioned or separately assessed rent payable under the Government Grant 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; and
  - (iii) the expenses for keeping in good substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus 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 thereof.
- (d) The First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold.
- (e) (i) All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings.
- (ii) For the avoidance of doubt, Clause 5.4.2(e)(i) shall be without prejudice to the right, if any, of the First Owner to claim against any Owner for outgoings under the agreement for sale and purchase of the relevant Unit for any delay by the Owner in taking up the assignment thereof.

## 5.5 Surplus

If there is any surplus after payment of all the management expenses, such surplus shall be held by the Manager and shall be applied in the manner as set out in Part F of Schedule 5.

## CLAUSE 6 SPECIAL FUND

### 6.1 Special Fund

- 6.1.1 (a) The Manager shall establish and maintain a special fund to provide for expenditure of a kind not expected by him to be incurred annually.
- (b) For the avoidance of doubt, there shall be only one such special fund.

- (c) The Special Fund will be held by the Manager as trustee for all Owners, to provide for Non-recurrent Expenditure.
- 6.1.2 Each Owner (excluding the Owner of any Unit the Initial Special Fund Contribution in respect of which has been paid by the First Owner in accordance with Clause 8.1) shall, before he is given possession of his Unit by the First Owner, pay to the Manager the Initial Special Fund Contribution in respect of that Unit.
- 6.1.3
  - (a) Each Owner hereby covenants with the other Owners and the Manager to make further periodic contributions to the Special Fund. The amount to be contributed in each Financial Year and the time when those contributions will be payable will be determined by a resolution of Owners at an Owners' meeting convened under this Deed.
  - (b) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any Financial Year, and the time when those contributions be payable.
- 6.1.4 The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
- 6.1.5
  - (a) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and shall use that account exclusively for the purpose referred to in Clause 6.1.1(a).
  - (b) All monies received for the Special Fund shall be deposited by the Manager in that account.
- 6.1.6 Without prejudice to the generality of Clause 6.1.5(a), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the Special Fund.
- 6.1.7 The Manager shall display a document showing evidence of any account opened and maintained under Clause 6.1.5(a) or Clause 6.1.6 in a prominent place in the Development.
- 6.1.8 The Manager shall without delay pay all money received by him in respect of the Special Fund into the account opened and maintained under Clause 6.1.5(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 6.1.6.
- 6.1.9 Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any).
- 6.1.10 The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.

6.2 Notional division and credit

- 6.2.1 The Special Fund shall be notionally divided into such parts as set out in Part G of Schedule 5, and contributions to the Special Fund shall be notionally credited to such different parts of the Special Fund in accordance with the principles thereof.
- 6.2.2 Funds notionally credited to each part of the Special Fund shall be applied in accordance with the principles in Part H of Schedule 5.
- 6.2.3 Unless otherwise specifically provided in this Deed, where any provision of this Deed requires any amount to be credited to the Special Fund or the relevant part(s) of the Special Fund, the provisions in Part I of Schedule 5 shall apply.

CLAUSE 7  
DEPOSITS AND PAYMENTS, ETC.

7.1 Management Fees Deposit

- 7.1.1 Each Owner (excluding the Owner of any Unit the Management Fees Deposit in respect of which has been paid by the First Owner in accordance with Clause 8.1) shall, before he is given possession of his Unit by the First Owner, deposit with the Manager the Management Fees Deposit in respect of that Unit which said deposit shall not be set off against any sum payable by him under this Deed.
- 7.1.2 Without prejudice to the rights of the Manager generally under this Deed, the Manager shall have the right to set off the Management Fees Deposit against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its aforesaid right of set-off, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to the original deposit prior to any such set-off.
- 7.1.3 In the event that there has been an increase in the monthly management expenses payable by the Owners as determined by the Manager in accordance with this Deed, each Owner shall, if demanded by the Manager, pay to the Manager by way of an increase in the Management Fees Deposit such sum in order that the Management Fees Deposit shall be equal to "X" months' Monthly Management Fees under the annual budget for the time being payable by such Owner, where "X" is the number of months specified in Part J of Schedule 5 for Management Fees Deposit in the "amount" column thereof, which is not more than 25% (i.e. 3/12) of any subsequent current year's budgeted management expenses per Unit given "X" does not exceed 3.

7.2 Advance Payment

Each Owner to whom his Unit is assigned by the First Owner shall before he is given possession of his Unit by the First Owner pay to the Manager the Advance Payment payable in respect of that Unit.

7.3 Debris Removal Charge

7.3.1 Each Owner (excluding the Owner of any Unit the Debris Removal Charge in respect of which has been paid by the First Owner in accordance with Clause 8.1) shall, before he is given possession of the Unit by the First Owner, pay to the Manager the Debris Removal Charge payable in respect of that Unit (if any).

7.3.2 Any monies paid as Debris Removal Charge not used to pay for debris collection or removal must be credited to the Special Fund.

7.4 Common Utilities Deposit

7.4.1 Each Owner shall, before he is given possession of his Unit by the First Owner, pay to the Manager the Common Utilities Deposit payable in respect of that Unit.

7.4.2 In the case of any Common Utilities Deposit having been disbursed or an increase (ascertained according to provision of this Deed) in any Common Utilities Deposit, an Owner shall also on demand pay to the Manager of the amount so disbursed or increase (as the case may be).

CLAUSE 8  
OTHER FINANCIAL MATTERS

8.1 First Owner's contribution to fees and deposit

If the First Owner remains the Owner of those Undivided Shares allocated to a Unit in that part of the Development the construction of which has been completed and which remain unsold 3 months after execution of this Deed, the First Owner shall upon the expiry of the aforesaid 3 months' period make the Initial Special Fund Contribution and pay the Management Fees Deposit, Common Utilities Deposit and (if payable in respect of that Unit) Debris Removal Charge in respect of that Unit.

8.2 Keeping of accounts

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

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

8.2.3 Within 2 months after the end of each Financial Year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a

prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.

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

8.2.5 The Manager shall—

- (a) permit any Owner, at any reasonable time, to inspect the books or records of account 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.

8.2.6 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.

8.2.7 (a) Subject to Clause 8.2.6, the Manager shall appoint an auditor as the Manager may (subject to Clause 4.11.2) decide to audit the accounts and records of the Manager concerning the management of the Land and the Development and to certify the annual accounts as providing an accurate summary of all items of income and expenditure during the Financial Year concerned.

- (b) Notwithstanding anything herein provided and prior to the formation of the Owners' Corporation, the Owners at a meeting of the Owners convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.

8.2.8 The Financial Year may not be changed more than once in every 5 years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

### 8.3 Manager to open and maintain bank account

8.3.1 The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.

- 8.3.2 Without prejudice to the generality of Clause 8.3.1, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Development.
- 8.3.3 The Manager shall display a document showing evidence of any account opened and maintained under Clause 8.3.1 or Clause 8.3.2 in a prominent place in the Development.
- 8.3.4 Subject to Clause 8.3.5 and Clause 8.3.6, the Manager shall without delay pay all money received by him in respect of the management of the Development into the account opened and maintained under Clause 8.3.1 or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 8.3.2.
- 8.3.5 Subject to Clause 8.3.6, the Manager may, out of money received by him in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- 8.3.6 The retention of a reasonable amount of money under Clause 8.3.5 or the payment of that amount into a current account in accordance with that clause 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).
- 8.3.7 Any reference in this Clause 8.3 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 Development.

#### 8.4 Default in payment and breach of Owners

- 8.4.1 If any Owner shall fail to pay the Manager any amount payable under any provision of this Deed within 30 days from the date of demand, he shall further pay to the Manager:
  - (a) interest calculated on the amount remaining 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 from the due date until the actual date of payment; and
  - (b) a collection charge of 10% of the amount due.

All interest and collection charges received must be credited to the Special Fund.

- 8.4.2 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 shall be recoverable by civil action at the suit of the Manager against the defaulting

Owner (which expression for the purposes of Clause 8.4.2 and Clause 8.4.3 shall include his successors in title and assigns if there has been a change in title in the meantime) and the claim in any such action may include a claim for the legal costs of 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.

- 8.4.3 (a) 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 14 days from the date on which the same become payable, the amount thereof together with interest charge and collection charge at the rate and for the amount as specified in Clause 8.4.1 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 8.4.2 and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Undivided Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial or Memorandum of such charge in the Land Registry against the Undivided Share or Undivided Shares of the defaulting Owner and enforce such a charge. 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.
- (b) Any charge registered in accordance with Clause 8.4.3(a) 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 Undivided Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 8.4.2 shall apply equally to any such action.

## 8.5 Application of amounts recovered

- 8.5.1 Subject to Clause 13, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.
- 8.5.2 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, the Manager shall apply the same towards rectifying the default (if any) to which they relate and any surplus thereof together with all interest on amount unpaid and collection charge shall be credited to the relevant part of

the Special Fund held for the particular part of the Development of which there has been default in payment.

8.6 Interest in the management funds

8.6.1 Any person ceasing to be the Owner of a Unit shall in respect of that Unit cease to have any interest in the funds held by the Manager including:

- (a) any contribution towards the Special Fund in respect of that Unit; and
- (b) the Management Fees Deposit and the Common Utilities Deposit in respect of that Unit

to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Unit PROVIDED THAT any such Management Fees Deposit and Common Utilities Deposits (being transferrable) shall be transferred into the name of the new Owner of that Unit.

8.6.2 Upon the Land reverting to the Government and no further lease being obtainable, any balance of the management funds, or in the case of extinguishment of rights and obligations as provided in Clause 13, 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.

CLAUSE 9  
MEETING OF OWNERS

9.1 Purpose and timing

From time to time as occasion may require there shall be meetings of the Owners to discuss and decide matters concerning the Development and the Land.

9.2 First meeting of Owners

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

- 9.2.1 appoint an Owners' Committee and the chairman thereof; or
- 9.2.2 appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.

9.3 Provisions applicable to meeting of Owners

9.3.1 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.
- 9.3.2 The person convening the meeting of Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner.
- 9.3.3 The notice of meeting referred to in Clause 9.3.2 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.
- 9.3.4 The notice of meeting referred to in Clause 9.3.2 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.
- 9.3.5
  - (a) The quorum at a meeting of Owners shall be 10% of the Owners.
  - (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business.
- 9.3.6 For the purposes of Clause 9.3.5, 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 Development is divided; and
  - (b) not be construed as the Owners of 10% of the Undivided Shares in aggregate.

The enumeration of the percentage of Owners mentioned in Clause 9.3.5 shall be computed as provided in Schedule 11 to the Ordinance.
- 9.3.7
  - (a) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 9.3.1(b) or Clause 9.3.1(c), the person convening the meeting.
  - (b) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- 9.3.8 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 Clause 9.3.8(c)(i) or Clause 9.3.8(c)(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.
- 9.3.9
  - (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and—
    - (i) shall be signed by the Owner; or
    - (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
  - (b) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 9.3.1(b) or Clause 9.3.1(c), 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.
- 9.3.10 The procedure at a meeting of Owners shall be as is determined by the Owners.
- 9.3.11 In regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager.
- 9.3.12 Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT :-
  - (a) the notice of the meeting shall be in compliance with Clause 9.3.3 and shall have been duly given in accordance with Clause 9.3.4;

- (b) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid; and
  - (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.
- 9.3.13 The accidental omission to give notice of meeting to any Owner in accordance with Clause 9.3.4 shall not invalidate the proceedings at any meeting or any resolution passed thereat.

## CLAUSE 10 OWNERS' COMMITTEE

### 10.1 Composition of the Owners' Committee and functions

10.1.1 There shall be established and maintained an Owners' Committee of the Development. The composition, method for the formation of the Owners' Committee and selection of its chairman shall be as set out in Part A of Schedule 7.

10.1.2 (a) A member of the Owners' Committee shall retire from office at every alternate annual general meeting of the Owners next following his appointment but shall be eligible for re-election.

(b) Subject to Clause 10.1.2(a), a member of the Owner's Committee shall hold office until:

- (i) he resigns by notice in writing to the Owners' Committee;
- (ii) he ceases to be eligible;
- (iii) 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;
- (iv) he becomes incapacitated by physical or mental illness or death; or
- (v) he is removed from office in accordance Part C of Schedule 7.

A member of the Owners' Committee in respect of whom an event mentioned in this Clause 10.1.2(b) has occurred shall cease to hold office upon the occurrence of such event.

10.1.3 The functions of the Owners' Committee shall be:

- (a) to represent the Owners in all dealings with the Manager;
- (b) to undertake such other duties as the Manager may, with the approval of the Owners' Committee, delegate to the Owners' Committee;
- (c) to review and discuss with the Manager about the annual budget and revised budget prepared by the Manager;

- (d) to approve the House Rules made and amended from time to time by the Manager; and
- (e) to exercise all other powers and duties conferred on the Owners' Committee by virtue of this Deed.

## 10.2 Meetings of Owners' Committee

- 10.2.1 A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- 10.2.2 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.
- 10.2.3 The notice of meeting referred to in Clause 10.2.2 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.
- 10.2.4 The notice of meeting referred to in Clause 10.2.2 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.
- 10.2.5
  - (a) 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.
  - (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business.
- 10.2.6 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.
- 10.2.7 At a meeting of the Owners' Committee, each member present shall have 1 vote on a question before the committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- 10.2.8 The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.
- 10.2.9 A resolution put to the vote of the meeting shall be decided on a show of hands only. Any resolutions passed by a simple majority of votes at such

meeting shall be binding on all the Owners PROVIDED THAT 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.

10.3 Keeping of records and minutes

The Owners' Committee shall cause to be kept records and minutes of :-

10.3.1 the appointment and vacation of appointments of all its members and all changes therein;

10.3.2 all resolutions and notes of proceedings of the Owners' Committee; and

10.3.3 the members present at all meetings.

10.4 Liability of Owners' Committee members

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 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.

10.5 No remuneration

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

10.6 Procurement of services, etc. by the Owners' Committee

Subject to provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods, or services by the Owners' Committee that involves an amount in excess of or likely to be in excess of \$200,000 (or such other sum as the Authority (as defined in the Ordinance) may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the annual budget (or such other percentage as the Authority (as defined in the Ordinance) may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Ordinance shall apply to the Owners' Committee with any appropriate variations.

CLAUSE 11

FURTHER PROVISIONS RELATING TO COMMON AREAS AND FACILITIES

11.1 Assignments and holding on trust

11.1.1 Upon execution of this Deed, the First Owner shall assign the whole of the Common Areas and Facilities together with the Undivided Shares allocated thereto to and vest the same in the DMC Manager free of cost or consideration who shall hold the same as trustee for the benefit of all Owners.

11.1.2 The Manager shall assign the whole of the Common Areas and Facilities together with the Undivided Shares allocated thereto free of costs or consideration to:

- (a) his successor as manager on termination of his appointment; or
- (b) the Owners' Corporation at any time and transfer the management responsibility to it, if so required by it.

Any such assignee shall hold the whole of the Common Areas and Facilities together with the Undivided Shares allocated thereto as trustee for the benefit of all Owners.

## 11.2 Plans

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

11.2.2 The set of plans referred to in Clause 11.2.1 is the Plans.

## 11.3 No conversion of Common Areas and Facilities

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

11.3.2 No Owner (including the First Owner) shall have the right to convert or designate any of his own areas (that is areas to which he is entitled to exclusive use, occupation or enjoyment) as Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

## 11.4 Liability and rights in respect of Common Areas and Facilities

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

## CLAUSE 12 FEATURES AND STRUCTURES RELATING TO THE DEVELOPMENT

### 12.1 Green and innovative features and other features

Provisions in Schedule 8 shall apply.

### 12.2 Maintenance of Works and Installations

- 12.2.1 The First Owner at its own costs and expenses has prepared a schedule of all major works and installations (the “**Works and Installations**”) in the Development, which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in Schedule 9 to this Deed (subject to revisions as provided for in Clause 12.2.5 and Clause 12.2.6).
- 12.2.2 The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details:-
- (a) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
  - (b) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
  - (c) recommended maintenance strategy and procedures;
  - (d) a list of items of the Works and Installations requiring routine maintenance;
  - (e) recommended frequency of routine maintenance inspection;
  - (f) checklist and typical inspection record sheets for routine maintenance inspection; and
  - (g) recommended maintenance cycle of the Works and Installations.
- 12.2.3 The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- 12.2.4 The Owners shall (subject to the provisions of this Deed) at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- 12.2.5 The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.
- 12.2.6 The Owners may, by a resolution of the Owners at an Owners’ meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and

Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

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

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

### 12.3 Slope maintenance

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

12.3.2 The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slope Structures in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this Clause 12.3.2, the reference to "the Manager" includes the Owners' Corporation, if formed.

12.3.3 All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slope Structures.

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

12.3.5 The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

## CLAUSE 13 EXTINGUISHMENT OF RIGHTS AND REINSTATEMENT

### 13.1 Damage of Development and meeting of Owners affected



If the whole or any part of the Development has been damaged by fire, typhoon, earthquake, subsidence or other causes rendering it substantially unfit for use or habitation or occupation (which the whole or part of the Development concerned shall be referred to as the “**Damaged Part**”, and each of the Owners of the Undivided Shares allocated to the Damaged Part (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be referred to as an “**Affected Owner**” in this Clause 13), the Owners of not less than 75% of the Undivided Shares allocated to the Damaged Part (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting. At such meeting the Affected Owners may resolve:

- 13.1.1 by not less than 75% majority of votes of the Affected Owners present and voting that by reason of insufficiency of insurance money or changes in building law or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Damaged Part then in such event the Undivided Shares in the Land representing the Damaged Part (each a “**Damaged Part Share**”) shall be acquired by the Manager and the Affected Owners of the Damaged Part Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager who shall hold such Damaged Part Shares upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Affected Owners in proportion to the respective number of the Damaged Part Shares previously held by such Affected Owners. All insurance money received in respect of any policy of insurance on the Damaged Part shall likewise be distributed amongst the Affected Owners. In such event all the rights, privileges, obligations and covenants of the Affected Owners under this Deed shall be extinguished so far as the same relate to the Affected Owners of the Damaged Part; or
- 13.1.2 by not less than 75% majority of votes of the Affected Owners present and voting to reinstate or rebuild the Damaged Part, then the Affected Owners shall pay the excess of the cost of reinstatement or rebuilding of the Damaged Part over and above the proceeds recoverable from the insurance of the Damaged Part in proportion to the respective number of the Damaged Part Shares held by them and that until such payment the same will become a charge upon their respective Damaged Part Shares and be recoverable as a civil debt PROVIDED THAT nothing herein shall allow any Affected Owner to reinstate or rebuild his Unit or any Damaged Part except in accordance with the Building Plans and in a good and proper workmanlike fashion using good quality materials so that such Unit or any Damaged Part after reinstatement or rebuilding (as the case may be) shall in all respects range in an uniform manner with the other Units of the Development.

### 13.2 Provisions applicable to the meeting

The following provisions shall apply to a meeting convened under Clause 13.1:

- 13.2.1 The person convening the meeting shall, at least 14 days before the date of the meeting, give notice of the meeting to each Affected Owner.
- 13.2.2 The notice of meeting referred to in Clause 13.2.1 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.

- 13.2.3 The notice of meeting referred to in Clause 13.2.1 may be given—
- (a) by delivering it personally to the Affected Owner;
  - (b) by sending it by post to the Affected Owner at his last known address; or
  - (c) by leaving it at the Affected Owner's Unit or depositing it in the letter box for that Unit.
- 13.2.4 (a) The quorum at a meeting of Affected Owners shall be the Owners of 75% of the Undivided Shares allocated to the Damaged Part (excluding the Undivided Shares allocated to the Common Areas and Facilities) in aggregate.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business.
- 13.2.5 (a) A meeting of Affected Owners shall be presided over by an Owner appointed by the Affected Owners convening the meeting.
- (b) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- 13.2.6 At a meeting of Affected Owners—
- (a) an Affected Owner shall have one vote in respect of each Damaged Part Share he owns;
  - (b) an Affected Owner may cast a vote personally or by proxy;
  - (c) where 2 or more persons are the co-owners of a Damaged Part Share, the vote in respect of the Damaged Part 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 Clause 13.2.6(c)(i) or Clause 13.2.6(c)(ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners; and
  - (d) where 2 or more persons are the co-owners of a Damaged Part Share and more than one of the co-owners seeks to cast a vote in respect of the Damaged Part 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 Damaged Part Share in the register kept at the Land Registry shall be treated as valid.
- 13.2.7 (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, mutatis mutandis, and—

- (i) shall be signed by the Affected Owner; or
    - (ii) if the Affected 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 person convening the meeting at least 48 hours before the time for the holding of the meeting.
  - (c) A proxy appointed by an Affected Owner to attend and vote on behalf of the Affected Owner shall, for the purposes of the meeting, be treated as being the Affected Owner present at the meeting.
- 13.2.8 The procedure at a meeting of Affected Owners shall be as is determined by the Affected Owners.
- 13.2.9 Any resolution passed by a 75% majority of votes at a duly convened meeting by the Affected Owners present in person or by proxy and voting shall be binding on all the Affected Owners PROVIDED THAT :-
- (a) the notice of the meeting shall be in compliance with Clause 13.2.2 and shall have been duly given in accordance with Clause 13.2.3;
  - (b) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid; and
  - (c) no resolution shall be valid to the extent that it is contrary to this Deed.
- 13.2.10 The accidental omission to give notice to any Affected Owner in accordance with Clause 13.2.3 shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- 13.2.11 The Manager shall have the right to attend the meeting.

#### CLAUSE 14 MISCELLANEOUS PROVISIONS

##### 14.1 Compliance with the Ordinance and the Government Grant

- 14.1.1 Nothing herein contained shall prejudice the application or operation of or shall contradict, overrule or fail to comply with the provisions of the Ordinance and the Schedules thereto. In the event of any conflict with any provision in this Deed, the provisions of Schedules 7 and 8 to the Ordinance shall prevail.
- 14.1.2 (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.

- (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager.

14.2 Owners' Corporation, etc. to replace Owners' Committee and meetings

14.2.1 At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.

14.2.2 At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, subject to Clause 11.1.2, the control, management, maintenance and administration of the Land and the Development and the Common Areas and Facilities shall be undertaken by the Manager under the supervision of the Owners' Corporation unless and until the appointment of the Manager is terminated in accordance with this Deed.

14.3 Chinese translation of this Deed and copies of Schedules 7 and 8 to the Ordinance

14.3.1 The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Development within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Development. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.

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

14.4 Owner to be responsible for acts or omissions of occupiers

14.4.1 Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any injury, 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.

14.4.2 Each Owner shall be responsible for and shall indemnify the Manager and the other Owners for the time being against the acts and omissions of all

persons occupying any Unit of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by this Deed to make good or repair 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.

14.5 Ceasing to be the Owner of a Unit

14.5.1 Each Owner shall on ceasing to be the Owner of any Undivided Share and the premises enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner within 1 month from the date of the relevant assignment and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions in accordance with the terms of this Deed up to the date such Owner ceases to be an Owner.

14.5.2 Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

14.6 Address for service of notice and public notice boards

14.6.1 Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.

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

14.6.3 Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards or required by this Deed or by law to be served personally or in any other manner and in the absence of any address provided by an Owner pursuant to Clause 14.6.1, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor or chargor, such notice may also be served on his mortgagee or chargee (as the case may be), if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence.

14.6.4 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.

14.7 Partitioning under co-ownership

No Owner (except the First Owner acting in compliance with the Government Grant) shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and/or the Development.

14.8 Nature of the covenants and provisions of this Deed

The covenants and provisions of this Deed shall enure to the benefit of and are binding on all Owners and their respective successors and assigns and persons deriving title under or through them or any of them and all persons who may hereafter become an Owner and the benefit and burden thereof are annexed to and run with the Land, the Development and the Undivided Share(s) in respect thereof, and such covenants and provisions shall be enforceable by and against the Owner for the time being of any such Undivided Share both as to the benefit and burden of such covenants and provisions.

<sup>a</sup>[14.9 Provisions relating to the Mortgagee

14.9.1 To enable the assignment of the Common Areas and Facilities referred to in Clause 11.1.1 to be effected, the Mortgagee shall execute a partial release of the Common Areas and Facilities together with the Undivided Shares allocated thereto from the Mortgage immediately upon the execution of this Deed unless the Common Areas and Facilities and the Undivided Shares allocated thereto have been released from the Mortgage before the execution of this Deed.

14.9.2 In consideration of the Mortgagee entering into this Deed, the First Owner hereby covenants with the Mortgagee to comply with all the covenants contained in this Deed to be complied with by the First Owner and the Mortgagee while any Undivided Share is subject to the Mortgage and to keep the Mortgagee fully indemnified against the breach of any of the said covenants. "First Owner" for the purpose of this Clause 14.9.2 excludes its successors and assigns.

14.9.3 Subject always to Clause 14.9.1 but notwithstanding anything else contained in this Deed, unless and until the Mortgagee takes possession of the Land or exercises the power of sale conferred on the Mortgagee under the Mortgage,

the covenants in this Deed shall not bind the Mortgagee and no liability under this Deed shall bind the Mortgagee in respect of any liabilities accrued prior to the Mortgagee taking possession or exercising the said power of sale.]

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

SCHEDULE 1  
ALLOCATION OF UNDIVIDED SHARES AND MANAGEMENT SHARES  
PART A - General Allocation of Undivided Shares and Management Shares

| <b>Part of the Development concerned</b> | <b>Undivided Shares</b> | <b>Management Shares</b> |
|--|-------------------------|--------------------------|
| Residential Units                        | 9,640 (Note 1)          | 9,640 (Note 1)           |
| Shops                                    | 1,026 (Note 2)          | 1,026 (Note 2)           |
| Parking Spaces                           | 354 (Note 3)            | 354 (Note 3)             |
| Open Areas                               | 52 (Note 4)             | 52 (Note 4)              |
| Signboard Units                          | 12 (Note 5)             | 12 (Note 5)              |
| Signage Area Unit                        | 1                       | 1                        |
| Common Areas and Facilities              | 615                     | N/A                      |
| <b>TOTAL</b>                             | <b>11,700</b>           | <b>11,085</b>            |

Notes:

1. Allocation of Undivided Shares and Management Shares among the Residential Units is shown in Part B.
2. Allocation of Undivided Shares and Management Shares among the Shops is shown in Part C.
3. Allocation of Undivided Shares and Management Shares among the Parking Spaces is shown in Part D.
4. Allocation of Undivided Shares and Management Shares among the Open Areas is shown in Part E.
5. Allocation of Undivided Shares and Management Shares among the Signboard Units is shown in Part F.



**PART B - Allocation of Undivided Shares and Management Shares of Residential Units**  
Undivided Shares and Management Shares are allocated to the Residential Units as follows:

| <b>Unit<br/>Floor</b> | <b>A</b> | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> | <b>F</b> | <b>G</b> | <b>H</b> | <b>J</b> | <b>K</b> | <b>L</b> |
|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>5/F</b>            | 48#      | 25#      | 50#      | 38#      | 34#      | 21#      | 33#      | 40#      | 19#      | 32#      | 37#      |
| <b>6/F</b>            | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>7/F</b>            | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>8/F</b>            | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>9/F</b>            | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>10/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>11/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>12/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>15/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>16/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>17/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>18/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>19/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>20/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>21/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>22/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>23/F</b>           | 51       | 28       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>25/F</b>           | 77       | --       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>26/F</b>           | 77       | --       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>27/F</b>           | 77       | --       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>28/F</b>           | 77       | --       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>29/F</b>           | 77       | --       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>30/F</b>           | 77       | --       | 52       | 40       | 37       | 24       | 35       | 40       | 22       | 34       | 40       |
| <b>31/F</b>           | 127^     | 87^      | 110^     | 85^      | --       | --       | --       | --       | --       | --       | --       |

Notes:

1. Numbers as set out in the table are the numbers of Undivided Shares allocated to the Residential Units concerned and also the numbers of Management Shares allocated to the Residential Units concerned.
2. There are no designations of 13th, 14th and 24th floors.
3. # denotes those Residential Units with flat roof held therewith.
4. ^ denotes those Residential Units with flat roof, roof, stairhood and top of stairhood held therewith.

**PART C - Allocation of Undivided Shares and Management Shares of Shops**

Undivided Shares and Management Shares are allocated to the Shops as follows:

| <b>Floor</b>        | <b>Shops</b> | <b>Undivided Shares / Management Shares</b> |
|---------------------|--------------|---|
| G/F                 | Shop G01     | 18  |
| G/F                 | Shop G02     | 28  |
| G/F                 | Shop G03     | 37  |
| G/F                 | Shop G04     | 56  |
| G/F                 | Shop G05     | 26  |
| G/F                 | Shop G06     | 32  |
| G/F                 | Shop G07     | 77  |
| G/F                 | Shop G08     | 45  |
| G/F                 | Shop G09     | 50  |
| G/F                 | Shop G10     | 38  |
| G/F                 | Shop G11     | 61  |
| 1/F (partly on G/F) | Shop 101     | 558   |

**PART D - Allocation of Undivided Shares and Management Shares of Parking Spaces**

Undivided Shares and Management Shares are allocated to the Parking Spaces as follows:

| <b>Type</b>                | <b>Number</b> | <b>Undivided Shares / Management Shares</b> |
|----------------------------|---------------|---|
| Car Parking Spaces         | 29            | 348 (12 per Parking Space)                  |
| Motor Cycle Parking Spaces | 3             | 6 (2 per Parking Space)                     |

**PART E - Allocation of Undivided Shares and Management Shares of Open Areas**

Undivided Shares and Management Shares are allocated to the Open Areas as follows:

| <b>Open Areas</b> | <b>Undivided Shares / Management Shares</b> |
|-------------------|---|
| Open Area 1       | 12  |
| Open Area 2       | 13  |
| Open Area 3       | 9   |
| Open Area 4       | 9   |
| Open Area 5       | 9   |

**PART F - Allocation of Undivided Shares and Management Shares of Signboard Units**

Undivided Shares and Management Shares are allocated to the Signboard Units as follows:

| <b>Number</b> | <b>Undivided Shares / Management Shares</b> |
|---------------|---|
| 12            | 12 (1 per Signboard Unit)                   |

SCHEDULE 2  
RIGHTS AND OBLIGATIONS

The rights and privileges conferred on each Undivided Share are as specified in Part A of this Schedule and subject to which each Undivided Share is held are as specified in Part B of this Schedule.

PART A – Rights of Owners

The Owner of each Undivided Share together with the full and exclusive right to hold use, occupy and enjoy any part of the Development shall have the benefit of the following rights and privileges (in common with all persons having the like rights and privileges) SUBJECT TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager as provided in this Deed :-

1. Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants, licensees, bona fide guests, visitors and invitees to go, pass or repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit PROVIDED THAT :-
  - (a) the Recreational Facilities and Covered Landscaped and Play Areas may only be used by the residents of the Residential Units and their bona fide visitors (Common Areas and Facilities covered by this paragraph 1(a) will be referred to in this paragraph 1 as the “**Restricted Common Areas and Facilities**”);
  - (b) notwithstanding paragraph 1(a) of Part A of this Schedule, any Owner of a Unit and occupiers of such Unit and their bona fide guests, visitors or invitees may always make use of the Restricted Common Areas and Facilities for the purpose of:
    - (i) escape or seeking refuge in case of fire or other emergency; or
    - (ii) obtaining access to and from their respective Units or any Common Areas and Facilities which they are entitled to make use of, where such access cannot practically be obtained other than through the Restricted Common Areas and Facilities or where such access is reasonably necessary for the proper use and enjoyment of such Units or such Common Areas and Facilities, such right of access shall be exercisable with or without agents, surveyors, workmen and contractors and with or without vehicles, plant, equipment, materials and machinery;
  - (c) for the avoidance of doubt and without prejudice to the generality of the other provision of this paragraph 1, the Owner of any Residential Unit and his tenants, licensees and bona fide guests, visitors and invitees may with or without agents, surveyors, workmen and contractors and with or without plant, equipment and materials with or without vehicles at all times to pass and repass on, along, over, by and through the Parking Common Areas and Facilities, including, without limitation, the driveways forming part thereof freely and without payment of any nature whatsoever for the purpose of gaining access from or to any of the Residential Common Spaces for all purposes connected with the proper use and enjoyment of the same;
  - (d) for the avoidance of doubt and without prejudice to the generality of the other provision of this paragraph 1, the Owner of any Shop and his tenants, licensees

and bona fide guests, visitors and invitees may with or without agents, surveyors, workmen and contractors and with or without plant, equipment and materials with or without vehicles at all times to pass and repass on, along, over, by and through the Parking Common Areas and Facilities, including, without limitation, the driveways forming part thereof freely and without payment of any nature whatsoever for the purpose of gaining access from or to any of the Commercial Loading and Unloading Spaces for all purposes connected with the proper use and enjoyment of the same;

- (e) for the avoidance of doubt and without prejudice to the generality of the other provision of this paragraph 1, the Owner of any Shop or Open Area and his tenants, licensees and bona fide guests, visitors and invitees may with or without agents, surveyors, workmen and contractors and with or without plant, equipment and materials with or without vehicles at all times to pass and repass on, along, over, by and through the Development Common Areas and Facilities, including, without limitation, such Development Common Areas and Facilities on the Ground Floor between:

- (i) King's Road; and
- (ii) the areas coloured yellow hatched black and yellow cross-hatched black on the Plans or any open space forming part of a Shop

freely and without payment of any nature whatsoever for the purpose of gaining access from or to his Shop or Open Area for all purposes connected with the proper use and enjoyment of the same; and

- (f) nothing in this paragraph 1 shall prejudice any right granted and/or mentioned under any other paragraph in this Part A.

2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
3. The free and uninterrupted passage and running of water, sewage, soil, gas, electricity, ventilation, air, smoke, telephone, information and various other services (if any) from and to his Unit through the Conduits which now are or may at any time hereafter be in, under or passing through his Unit or the Development or any part or parts thereof for the proper use and enjoyment of his Unit.
4. The right for any Owner with or without agents, surveyors, workmen and contractors and with or without vehicles, plant, equipment, materials and machinery at all reasonable times upon prior notice to the relevant Owner(s) concerned (except in the case of emergency) to enter upon other parts of the Development for the purpose of carrying out any works for the maintenance and repair of his Unit including any Conduits 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 at his own cost and expense.
5. All other easements, rights and privileges belonging or appertaining to the Land and the Development or any part thereof and/or as mentioned, described and/or provided in the Government Grant.

#### PART B – Rights to which Owners are subject

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 shall hold :-

1. The Additional Rights.
2. Rights, privileges and powers as reserved unto the Manager under this Deed.
3. Rights and privileges equivalent to those set forth in Part A of this Schedule.
4. The rights and privileges specifically excepted and reserved to the Government and other rights provided in the Government Grant.

SCHEDULE 3  
ADDITIONAL RIGHTS

PART A – Covenants in assignment

“The Purchaser hereby covenants with the Vendor for itself and as agent of each of Kings Lux Limited and Owners (as defined in a Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.[*note: insert memorial no. here*] (the “Deed of Mutual Covenant”)) on whom rights are conferred by Clause 3.1 and Schedule 3 of the Deed of Mutual Covenant and their respective successors, assigns and attorneys (collectively referred to as the “Specified Owners” and each is individually referred to as a “Specified Owner”, which said terms do not include the Purchaser for the avoidance of doubt) to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “Covenanting Purchaser”) and shall enure for the benefit of the Remaining Portion of Sub-section 2 of Section G of Inland Lot No.2273, the Remaining Portion of Section G of Inland Lot No.2273, Inland Lot No.8858, the Remaining Portion of Section O of Inland Lot No.2273, the Remaining Portion of Sub-section 1 of Section D of Inland Lot No.2273, the Remaining Portion of Section D of Inland Lot No.2273, the Remaining Portion of Sub-section 1 of Section O of Inland Lot No.2273, Sub-section 1 of Section A of Inland Lot No.2273 and the Remaining Portion of Inland Lot No.2273 and the Extension thereto and the buildings thereon known as “101 KINGS ROAD”, 101 King’s Road, Hong Kong (collectively, the “Land”) and be enforceable by the Vendor and each Specified Owner that:-

- (a) the Covenanting Purchaser will notify the Manager (as defined in the Deed of Mutual Covenant) in writing of any change of ownership of the Property within one month from the date of the Assignment in respect thereof;
- (b) the Covenanting Purchaser hereby acknowledges and confirms the rights conferred by Clause 3.1 and Schedule 3 of the Deed of Mutual Covenant (collectively, the “Additional Rights” and each an “Additional Right”) and hereby covenants not to do or permit to be done anything which will affect the exercise of the Additional Rights by a person lawfully entitled to exercise them;
- (c) the Covenanting Purchaser hereby irrevocably appoints each Specified Owner (and where the Specified Owner comprises more than one person, each such person (such appointment shall be joint and several so that each of such persons may act singly or jointly with the other(s))) to be its agent and attorney and grants to each Specified Owner (and where the Specified Owner comprises more than one person, each such persons), with full power of delegation, the full right, power and authority acting singly to do all acts, deeds, matters and things and to execute and sign, seal and as its own act and deed, deliver such deed or deeds and to sign such documents or instruments as may be reasonably required for or incidental to the exercise of the Additional Rights granted to that Specified Owner and hereby further undertake to do all acts, deeds, matters and things and to execute sign, seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant;
- (d) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant to be observed and performed by an Owner (as defined in the Deed of Mutual Covenant);

- (e) the Covenanting Purchaser will at all times hereafter perform observe and comply with all the covenants by or on the part of the Purchaser contained in this Assignment; and
- (f) 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 (a), (b), (c), (d) and (e) and this covenant (f) hereinbefore contained;

PROVIDED THAT upon the Covenanting Purchaser complying with and performing the covenant (f) hereinbefore contained the Covenanting Purchaser shall not be liable for any breach of the aforesaid covenants (a), (b), (c), (d) and (e) 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 (a), (b), (c), (d), (e) and (f) as aforesaid.”

#### PART B – Additional rights for certain Owner(s)

1. The First Owner (excluding its successors and assigns) shall for as long as it remains the 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 acts or deeds and to exercise all or any of the rights in Part C of this Schedule without the concurrence of any other Owner, the Manager, the Owners’ Corporation or any other person except expressly provided to the contrary therein. For the avoidance of doubt, such rights may be exercised by the First Owner together with any other rights which the First Owner may also be entitled to exercise under any other paragraph of this Part B as the Owner of the Unit concerned.
2. The Owner of a Shop shall for as long as it remains the Owner of that Shop 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 acts or deeds and to exercise all or any of the rights in Part D of this Schedule without the concurrence of any other Owner, the Manager, the Owners’ Corporation or any other person except expressly provided to the contrary therein. Such rights may be exercised in accordance with this Deed by an Owner of a part of a Shop in respect of the part he owns.
3. The Owner of the Signage Area Unit or a Signboard Unit shall for as long as it remains the Owner of that Signage Area Unit or (as the case may be) Signboard Unit 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 acts or deeds and to exercise all or any of the rights in Part E of this Schedule without the concurrence of any other Owner, the Manager, the Owners’ Corporation or any other person except expressly provided to the contrary therein. Such rights may be exercised in accordance with this Deed by an Owner of a part of the Signage Area Unit or (as the case may be) Signboard Unit in respect of the part he owns.
4. The Owner of an Open Area shall for as long as it remains the Owner of that Open Area 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 acts or deeds and to exercise all or any of the rights in Part F of this Schedule without the concurrence of any other Owner, the Manager, the Owners’ Corporation or any other person except expressly provided to the contrary therein. Such rights may be exercised in accordance with this Deed by an Owner of a part of an Open Area in respect of the part he owns.

## PART C – First Owner's Additional Rights

### 1. Fixtures

The right for itself, its licensees or other third parties to install, affix, paint, maintain, alter, renew and remove any one or more chimneys, flues, pipes, signs, signboards, masts, aerials, antennae, satellite dish, cables, telecommunication systems or installations, lightning conductors and lighting and other fixtures or structures or facilities of whatsoever kind on or within:

- (a) any Common Areas and Facilities (PROVIDED THAT the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained before the exercise of the rights (any payment received for the approval shall be credited to the Special Fund) and THAT the right to install and affix any pipes shall be exercised for the purpose of supplying utility services to the Land only); and
- (b) any Unit of the First Owner

PROVIDED THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

### 2. Amending Building Plans and other plans

The right subject to obtaining any necessary consent under the Government Grant and the law, to alter, amend, vary or add to the Building Plans or any plan or proposal prepared or which requires approval under the Government Grant or any law and to carry out works to implement any such alteration, amendment, variation or addition PROVIDED THAT:

- (a) such rights may only be exercised in respect of any part of the Development which has not been sold or assigned by the First Owner; and
- (b) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

### 3. Alteration

Subject to all necessary approval under the Government Grant and the law having been obtained, the right to make structural alterations or additions to those parts of the Land which the First Owner has the exclusive right to hold, use, occupy and enjoy PROVIDED THAT no such alteration or addition shall interfere with or affect the rights of other Owners and THAT such right shall not be exercised so as to impede or restrict the access to and from such Unit.

### 4. Entry for works

The right to at its own costs and expense enter into and upon the Land and the Development (other than any part thereof that has been sold or assigned by the First Owner) at all reasonable times (except in the case of emergency the entry may take place at all times) with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery for the purposes of constructing, completing, improving or renovating the Development or



any part thereof or for carrying out all such works in, under, on or over the Land and the Development that it is permitted to carry out under this Deed and to from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Development (other than any part thereof that has been sold or assigned by the First Owner) that the Owners, their servants, agents or licensees may or may not use while any works as aforesaid are being carried out PROVIDED THAT:

- (a) (save in case of emergency) a prior written notice in writing shall be given to the Owners or (where there is an entry to the Common Areas and Facilities) the Manager;
- (b) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit; and
- (c) the First Owner shall cause as little disturbance as possible when exercising such rights and shall rectify any damage caused to the Land and the Development in the course of exercising any of such rights.

5. Sub-division and sub-deed of mutual covenant

The rights to sub-divide any of its Unit in such manner as it deems fit, the Undivided Shares allocated thereto under this Deed and the exclusive right to hold, use, occupy and enjoy any such Unit, to enter into any sub-deed of mutual covenant for any such sub-division and to appoint a manager for the part of the Development in respect of which a sub-deed of mutual covenant is entered into PROVIDED THAT no such sub-deed shall conflict with the provisions of this Deed and any such sub-deed shall be approved by the Director of Lands unless the requirement for its approval is waived by the Director of Lands in his absolute discretion.

6. Undivided Shares and Management Shares

The right, subject to the approval of the Director of Lands, to re-allocate the Undivided Shares held by the First Owner and the right, subject to the approval of the Director of Lands, to adjust the number of Management Shares and the fraction which each Management Share bears to the whole.

7. Change of name

The right to change the name of the Development at any time as the First Owner shall deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner.

8. Change of user

The right to change the user of any Unit which has not been sold or assigned by the First Owner PROVIDED THAT each necessary consent under the Government Grant or the law has been obtained and THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

9. Amendments to Government Grant

The right to at its own cost and expense apply to, negotiate and agree with the Government to amend, vary or modify any provision in the Government Grant and to

obtain any waiver or no-objection from the Government relating to any provision thereof, and to execute any document relating to any such amendment, variation, modification, waiver or no-objection in the name of the First Owner without joining in any other Owner and the Manager PROVIDED THAT:

- (a) such right may only be exercised in respect of any part of the Development which has not been sold or assigned by the First Owner;
- (b) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit; and
- (c) in the case of amendment, variation or modification of any provision in the Government Grant, such right may only be exercised subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed.

10. Dedication

The right to dedicate to the public any part of the Land and/or the Development which has not been sold or assigned by the First Owner for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit PROVIDED THAT:

- (a) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit; and
- (b) no Owner (except the First Owner) shall have any claim for any consideration or compensation or benefit offered by the Government for such dedication if the Building Authority permits the site coverage or the plot ratio for any building (or any part thereof) within the Land to exceed the permitted site coverage or plot ratio, as the case may be, as a result of such dedication or the Government offers any money or grant any land as compensation for or in exchange of such dedication.

11. Adjust boundary

The right subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, to adjust and/or re-align the boundary of the Land and for these purposes, to apply to the Government for any amendment, variation, modification or addition to the terms and conditions of the Government Grant, and to negotiate and agree with the Government in connection therewith PROVIDED THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit and THAT any payment received from the exercise of such right shall be credited to the Special Fund.

12. Grant and obtain rights

- (a) The right subject to the Government Grant and the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open

spaces, nullahs and culverts, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any Common Areas and Facilities or to grant any similar rights by licence for the benefit of the adjacent land or any adjoining or neighbouring land PROVIDED THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit and any receipt from the exercise of such right shall be credited to the Special Fund.

- (b) The right subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed to obtain the grant of any easements, rights of way or any other rights of whatever nature whether proprietary, contractual or otherwise over or in relation to any adjoining or neighbouring land for the benefit of the Land.

#### PART D - Additional Rights of the Owner of a Shop

##### 1. Alteration of appearance

Subject to the Government Grant and the law, the right to from time to time:

- (a) install, amend and remove any sign, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner or other similar fixture or fitting (illuminated or otherwise) as the Owner of a Shop deems fit in any part of that Shop;
- (b) alter any external wall (and external finishes, claddings and features thereon), façade or shop front forming part of his Shop as the Owner of a Shop deems fit; and
- (c) adopt and change such design, colour scheme and materials for the front of his Shop as the Owner of a Shop deems fit

PROVIDED THAT:

- (i) the appearance (including the type, design, style, size, height and material) of the shopfront of a Shop or any part thereof (and any sign, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner or other similar fixture or fitting (illuminated or otherwise) if such item forms part of the shopfront) and any such alteration shall be subject to the approval of the Manager which said approval shall not be unreasonably withheld (except where the Owner is the First Owner then such approval of the Manager shall not be required);
- (ii) any structure for advertising shall not cause any damage to the Common Areas and Facilities or cause any material nuisance to other Owners or occupiers of the Development;
- (iii) the Owner of that Shop shall insure his aforesaid structure for advertising purposes against third party risks or liability as the Manager shall (acting reasonably) require and shall be responsible at his own costs and expense,

repair, maintain and keep the same in good, clean and safe repair and condition at all times to the reasonable satisfaction of the Manager.

2. Amending Building Plans and other plans

The right subject to obtaining any necessary consent under the Government Grant and the law, and subject to the approval of the First Owner (as long as it remains the Owner of any Undivided Shares) to alter, amend, vary or add to the Building Plans or any plan or proposal prepared or which requires approval under the Government Grant or any law and to carry out works to implement any such alteration, amendment, variation or addition PROVIDED THAT:

- (a) such rights may only be exercised in respect of his Shop or any part thereof; and
- (b) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

3. Sub-division and sub-deed of mutual covenant

The rights to sub-divide his Shop or any part thereof at any time and in such manner as it deems fit, the Undivided Shares and Management Shares allocated thereto and the exclusive right to hold, use, occupy and enjoy that Shop or such part thereof, to enter into any sub-deed of mutual covenant for any such sub-division and to appoint a manager for the part of that Shop in respect of which a sub-deed of mutual covenant is entered into without the necessity of joining in any other Owner PROVIDED THAT no such sub-deed shall conflict with the provisions of this Deed and any such sub-deed shall be approved by the Director of Lands unless the requirement for its approval is waived by the Director of Lands in his absolute discretion.

4. Change of user

The right to change the user of any part of a Shop at any time and from time to time as the Owner of that Shop shall deem fit PROVIDED THAT each necessary consent under the Government Grant or the law has been obtained and THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

5. Amendments to Government Grant

The right to, subject to the approval of the First Owner (as long as it remains the Owner of any Undivided Shares), at its own cost and expense apply to, negotiate and agree with the Government to amend, vary or modify any provision in the Government Grant and to obtain any waiver or no-objection from the Government relating to any provision thereof to the extent affecting his Shop or any part thereof only at any time and from time to time for such purposes and in such manner as the Owner of that Shop shall deem fit, and to execute any document relating to any such amendment, variation, modification, waiver or no-objection in the name of the Owner of that Shop without joining in any other Owner and the Manager PROVIDED THAT:

- (a) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit;

- (b) the Owner of that Shop shall be solely responsible for any administrative fee and premium payable in respect of such amendment, variation, modification, waiver or no objection; and
- (c) in the case of amendment, variation or modification of any provision in the Government Grant, such right may only be exercised subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed.

#### PART E - Additional Rights of the Owner of the Signage Area Unit or a Signboard Unit

##### 1. Installation of sign, etc.

Subject to the Government Grant and the law, the right to from time to time install, amend and remove any sign, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner or other similar fixture or fitting (illuminated or otherwise) as the Owner of the Signage Area Unit or a Signboard Unit deems fit in any part of that Signage Area Unit or (as the case may be) Signboard Unit PROVIDED THAT the design of the same shall be subject to the approval of the Manager which said approval shall not be unreasonably withheld (except where the Owner is the First Owner then such approval of the Manager shall not be required).

##### 2. Sub-division and sub-deed of mutual covenant

The rights to sub-divide his Signage Area Unit or (as the case may be) Signboard Unit or any part thereof at any time and in such manner as it deems fit, the Undivided Shares and Management Shares allocated thereto and the exclusive right to hold, use, occupy and enjoy that Signage Area Unit or (as the case may be) Signboard Unit or such part thereof, to enter into any sub-deed of mutual covenant for any such sub-division and to appoint a manager for the part of that Signage Area Unit or (as the case may be) Signboard Unit in respect of which a sub-deed of mutual covenant is entered into without the necessity of joining in any other Owner PROVIDED THAT no such sub-deed shall conflict with the provisions of this Deed and any such sub-deed shall be approved by the Director of Lands unless the requirement for its approval is waived by the Director of Lands in his absolute discretion.

#### PART F - Additional Rights of the Owner of an Open Area

##### 1. Sub-division and sub-deed of mutual covenant

The rights to sub-divide his Open Area or any part thereof at any time and in such manner as it deems fit, the Undivided Shares and Management Shares allocated thereto and the exclusive right to hold, use, occupy and enjoy that Open Area or such part thereof, to enter into any sub-deed of mutual covenant for any such sub-division and to appoint a manager for the part of that Open Area in respect of which a sub-deed of mutual covenant is entered into without the necessity of joining in any other Owner PROVIDED THAT no such sub-deed shall conflict with the provisions of this Deed and any such sub-deed shall be approved by the Director of Lands unless the requirement for its approval is waived by the Director of Lands in his absolute discretion.

SCHEDULE 4  
OWNERS' COVENANTS

1. Use and activities

- (a) No Owner shall use or permit or suffer any Unit owned by him to be used except in accordance with the Government Grant, this Deed and any law from time to time applicable thereto PROVIDED THAT no Owner shall use or cause or permit any Unit to be used for the purpose of:
  - (i) pawn shop, funeral parlour, coffin shop, temple (Provided That the expression “temple” shall not include any church or chapel);
  - (ii) purpose related to gambling (except any betting or similar activity undertaken or operated by the Hong Kong Jockey Club, or any purpose or other activity related thereto);
  - (iii) the production, sale, storage, display or viewing of pornographic materials; or
  - (iv) funeral, burial, cremation or any form of ancestor worship or for the performance of the ceremony known as “Ta Chai (打齋)” or any similar ceremony.
- (b) No Owner shall use any Residential Unit for any purpose other than for private residential purpose and in particular no Residential Unit shall be used as a boarding house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any Residential Unit owned by the First Owner as a show flat.
- (c) Each Owner shall comply with the terms of this Deed, the Government Grant and all laws applicable to his Unit or the use of or any activity which may from time to time be carried out in or in relation to his Unit.
- (d) No Owner shall use or permit or suffer his Unit to be used for any illegal, immoral, noxious or dangerous purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance, annoyance or disturbance to or cause damage to the other Owners and occupiers for the time being of the Development.
- (e) No Owner shall make or cause or permit any disturbing noise in his part of the Development or do or cause or permit anything to be done which will interfere with the rights, comfort and convenience of other occupants of the Development.
- (f) Subject to any Additional Right, no Owner shall do or permit or suffer to be done any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction and/or the management and the maintenance of the Development.
- (g) No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

- (h) No Owner shall use water closets and other water apparatus in the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier causing the damage.
- (i) No Owner shall cause or shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant, the Owner in default shall make good any damage caused thereby.
- (j) No Owner shall store or permit to be stored in any part of the Development any hazardous, dangerous, combustible or explosive goods or materials PROVIDED THAT:
  - (i) Owners or occupiers of the Residential Units may store such goods and materials of such nature, in such manner and quantity as may be reasonably required for the purpose of domestic cooking and heating; and
  - (ii) Owners or occupiers of the Shops may store such goods and materials of such nature, in such manner and quantity which are reasonable in the ordinary course of the business carried out in the Shops

IF:

- (iii) such storage will not result in a contravention of any law, any policy of insurance taken out by the Manager under this Deed becoming void or voidable or the Manager not being able to take out any insurance under this Deed; and
- (iv) any increase in premia for any insurance taken or to be taken out by the Manager under this Deed as a result of such storage is borne by the Owner of the Unit in which such storage takes place.

This paragraph shall be without prejudice to the provisions in Schedule 8.

- (k) No Owner shall use any Residential Unit for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.
- (l) Each Owner shall use the refuse collection chamber and refuse collection facilities only for the purposes for which they are designed.
- (m) No Owner shall play mahjong in any Unit between midnight and 9 a.m. if any noise so created will be audible in any other Unit.
- (n) No Owner shall do or permit or suffer to be done any act or thing whereby any insurance on the Development, Land or Insurance Applicable Areas 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 covenant by any Owner, in

addition to any other liability incurred thereby, such Owner shall be liable for the amount of any increase in premium caused by or on account of such breach.

2. Outgoings

- (a) Each Owner shall (subject to Clause 5.4.2(e)(i)) pay and discharge all taxes, rates and outgoings payable in respect of his Unit.
- (b) Each Owner shall pay the due proportion herein mentioned of all costs, charges and expenses which may be or become payable for or in connection with the management, cleansing, security and maintenance, etc. of the Land, the Development and the Common Areas and Facilities and/or payable by the Owners under the provisions of the Government Grant or this Deed.

3. Sub-division

Subject to any Additional Right:

- (a) no Owner shall sub-divide a Residential Unit or Parking Space, or any Undivided Shares allocated thereto or the exclusive right to hold use occupy and enjoy thereof; and
- (b) no Owner shall partition, sold, assign, mortgage, charge, lease or otherwise deal with any Unit referred to in (a) above separately from other parts or portions thereof.

4. Repair and maintenance

- (a) Each Owner shall at his own expense keep and maintain his Unit (including any Non-enclosed Areas and Works and Installations forming part thereof) in good and substantial repair and condition. Without prejudice to the generality of the foregoing, the expenses of keeping in good substantial repair and condition the interior of each Unit and all the fixtures and fittings and all plumbing, cables, wiring, drains and pipes, water tank, air-conditioning system, gas and electricity supply system and all the windows and doors thereof and all installations and facilities serving that Unit exclusively shall be borne by the Owner thereof.
- (b) Each Owner shall 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 and ensure that all possible measures shall be taken in respect thereof to prevent excessive noise, condensation or dripping on to any part of the Development.

5. Alterations and works

- (a) An Owner shall not make any structural alteration which will interfere with or affect the rights of other Owners. No provision in this Deed shall operate to prevent an Owner from taking legal action against another Owner in this respect.
- (b) An Owner shall not make any structural alteration which will or may affect the structural integrity of the Development or exceed the loading constraints of the structures in the Development or damage or affect or interfere with the use and enjoyment of any other part or parts of the Development whether in separate



or common occupation (including without limitation the supply of water, electricity or gas).

- (c) In addition to paragraph 3(a) and paragraph 3(b) of this Schedule but subject to any Additional Right, an Owner shall not make any structural alteration without first obtaining the consent of the Manager (except where the Owner is the First Owner such consent of the Manager shall not be required).
- (d) Each Owner shall:
  - (i) ensure that works to his Unit will be carried out in accordance with the law, the Government Grant, this Deed and the House Rules and implement any necessary or appropriate safety and protection measures to the satisfaction of the Manager;
  - (ii) ensure that all debris, surplus materials or other waste or unwanted items arisen from or in connection with any works to his Unit shall be removed from the Land properly and timely in accordance with directions which may be given by the Manager from time to time;
  - (iii) prior to the commencement of works, pay the decoration deposit (if applicable) as referred to in paragraph 19 of Schedule 6 to the Manager; and
  - (iv) indemnify the Manager for all costs, expenses or losses which the Manager may incur or suffer as a result of the carrying out of any works to his Unit, or the acts or omissions of the Owner or its employees, agents, contractors or licensees in connection with such works, or the breach of any provision of this paragraph 5(d).

6. Exterior and external appearance

- (a) Subject to any Additional Right:
  - (i) no Owner shall install any window grille in his Unit without obtaining prior written approval of the design of such window grille from the Manager;
  - (ii) no Owner shall erect, install or otherwise affixed to or project from any part of the Development any signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever extending outside the exterior of any part of the Development or on the external walls of any part of the Development;
  - (iii) no Owner shall affix or install his own private aerial outside any part of his Unit or erect or place or cause or permit to be erected or placed any satellite dish or antenna on any balcony, utility platform, flat roof, roof and top of stairhood forming part of his Unit;
  - (iv) no Owner shall erect or build or suffer to be erected or built in, on or upon any balcony, utility platform, flat roof, roof or top of stairhood forming part of any Residential Unit any structure, signs, signboards, notices, advertisements, flags, banners whatsoever either of a permanent or temporary nature;

- (v) no Owner shall paint the outside of the Residential Unit, the Development or any part of the Land or do or permit to be done any act or thing (including without limitation the installation or affixing of any structure) which may or will alter the external wall, facade or external appearance of the Residential Unit, the Development or the Land; and
- (vi) no Owner shall make any alteration to or modification of the curtain wall system of the Development.
- (b) Each Owner shall not alter the design and location (as shown in the Building Plans) of any balcony or utility platform forming part of his Residential Unit.
- (c) No Owner shall erect, affix, install or attach in or on or at the door or entrance of any part of the Residential Unit any grille or shutter or gate:
  - (i) without the consent of the Manager;
  - (ii) which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force; or
  - (iii) which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities by other Owners.
- (d) No Owner shall use any balcony, utility platform, flat roof, roof or top of stairhood forming part of his Residential Unit for the drying of laundry above parapet height.
- (e) No Owner shall keep, store, hang or exhibit or permit or suffer to be kept, stored, hung or exhibited any utensils or other articles in any Open Area or any balcony, utility platform, flat roof, roof or top of stairhood forming part of his Residential Unit which is unsightly or shall constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.
- (f) No Owner shall install any air-conditioning or other units through any window or external wall of the Development other than at places designated under the building design of the Development for such purpose and each defaulting Owner concerned shall be responsible for all the charges or expenses for the removal of his air-conditioning units and other things or structures but without prejudice to any other rights and remedies the Manager or other Owners or any other third party may have against him by reason of or as a result of his failure to comply with this covenant.

## 7. Common Areas and Facilities

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

- (b) Without prejudice to paragraph 4 of Part A of Schedule 2, no Owner shall use any roof or flat roof forming part of the Common Areas and Facilities except for escape in the event of fire or emergency.
- (c) No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any Conduits, valves, lightning conductors, communal television and radio aerial system, satellite and/or cable television system (if any), fixtures or any other installation forming part of the Common Areas and Facilities.
- (d) No Owner shall alter the Common Areas and Facilities or do anything which may, in the opinion of the Manager, interfere with or damage the Common Areas and Facilities or adversely affect the normal functioning of the Common Areas and Facilities and shall indemnify the Manager and the other Owners for all losses incurred by the Manager and/or any other Owner as a result of a breach of this covenant including all costs and expenses incurred by the Manager in repairing the damage to or removing the interference with or restoring the normal functioning of those of the Common Areas and Facilities affected by the breach.
- (e) No Owner shall make any connection to any communal television, radio aerial system, satellite or cable television system (if any) or other system, equipment, plant, facility or Conduit forming part of the Common Areas and Facilities except with the consent of the Manager and in accordance with the House Rules.
- (f) Each Owner shall follow instructions which may from time to time be given by the Manager in relation to refuse collection facilities in the Development.
- (g) No Owner shall allow bicycles, baby carriages or similar vehicles in any lift forming part of the Common Areas and Facilities unless the greatest care against damage to the lift is exercised and the same shall not be allowed to obstruct any of the Common Areas and Facilities.
- (h) No Owner shall lock the doors or entrances of any flat roof or roof or other areas forming part of Common Areas and Facilities.
- (i) Subject to any Additional Right, no Owner shall perform repair or replacement works to the electrical wiring in the switch rooms forming part of the Common Areas and Facilities save with the written approval of the Manager and such works shall be carried out by the contractor approved by the Manager at the expense of that Owner in such manner as the Manager shall in its reasonable discretion think fit.

#### 8. Conduits

- (a) No Owner of a Unit shall alter, damage or interfere with Conduits which serve another part of the Land.
- (b) No Owner shall allow any noxious, dangerous, poisonous, corrosive or objectionable effluent to be discharged into any Conduit of the Land and each Owner shall ensure that discharged effluent will not corrode or be harmful to the flush or drainage system of the Land.

- (c) No Owner shall allow sewage or refuse water to flow from the Land onto any adjoining land or to allow any waste to be deposited on the Land and each Owner shall remove all refuse and waste in a proper manner.
- (d) No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Development may be clogged or efficient working thereof may be impaired.

9. Pets and animals

- (a) No Owner shall keep any pet or animal in any Residential Unit in such a way as to give rise to 4 or more reasonable written complaints from different Owners to the Manager (whose decision on the reasonableness of the complaint shall be final and binding on the Owners).
- (b) No Owner shall keep any pet or animal in any Shop save and except in reasonable numbers in the ordinary course of business lawfully carried out thereof.

10. House Rules

Each Owner shall at all times observe and comply with the House Rules as may be in force from time to time.

11. Gondola, etc

No Owner shall do or permit or suffer to be done any act, deed, matter or thing or place or permit or suffered to be placed by them any items in any balcony, utility platform, flat roof, roof, top of stairhood, planter or parapet (if any and forming part of his Unit) which in any way interferes with or affects or which is likely to interfere with or affect the operation of any building maintenance system including but not limited to any gondola system in the Development at any time.

12. Fire Safety

- (a) No Owner shall make any alteration to or interfere with any fire fighting equipment (whether forming part of his Unit or not) or fire services installations (whether forming part of his Unit or not) or suffer to be done anything to such fire fighting equipment or fire services installations which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. Any permitted alteration to any such fire fighting equipment or fire services installations shall be carried out by the Manager or a registered contractor appointed or nominated or approved by the Manager at the expense of such Owner causing the alteration in accordance with the Fire Service (Installation Contractors) Regulations (Cap.95A) and with the prior approval of the Manager and the Fire Services Department.
- (b) Each Owner shall not erect or install any partitioning in a Unit which does not leave clear access for fire exits.
- (c) Each Owner shall not do anything which may obstruct any means of fire escape or refuge area in the Development and shall (where necessary) permit Owners, occupiers, licensees and invitees of other parts of the Development to pass and repass through his Unit for the purpose of escaping or seeking refuge in the case of a fire or other emergency.

13. Compliance by tenant, etc.

Each Owner shall take all steps to prevent any tenant, occupier, licensee, invitee and guest of his Unit from doing anything which may interfere with or affect the management of the Land or constitute a breach of the Government Grant, this Deed or the House Rules or may constitute such a breach if that thing is done by the Owner.

SCHEDULE 5  
MANAGEMENT EXPENSES AND FINANCIAL MATTERS

PART A – Definitions

The definitions below shall apply to this Schedule.

1. Types of management expenses

- (a) **“Development Management Expenses”** means all management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Development Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of the Development, or are not included in the other definitions in this paragraph 1.
- (b) **“Residential Management Expenses”** means all management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Residential Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of Residential Units.
- (c) **“Commercial Management Expenses”** means all management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Commercial Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of Shops.
- (d) **“Parking Management Expenses”** means all management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Parking Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of different Parking Spaces (whether or not also for the common benefit of the occupiers, licensees or invitees of different Residential Common Spaces and/or different Commercial Loading and Unloading Spaces).
- (e) **“Signboard Management Expenses”** means all management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Signboard Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of Signboard Units.

2. Sharing ratio in relation to car park

- (a) **“P%”** means 72.4%;
- (b) **“R%”** means 18.0%; and
- (c) **“C%”** means 9.6%.

PART B – Percentage specified for remuneration of Manager

10%.

PART C – Items of management expenses

1. The costs and expenses for the maintenance of the Common Areas and Facilities and the lighting and controlling and keeping the same in good repair and condition.
2. The costs and expenses of cultivation, irrigation and maintenance of the planters and landscaped areas in the Common Areas and Facilities.
3. The costs of all electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and other outgoings of the Common Areas and Facilities (excluding for the avoidance of doubt Common Utilities Deposits).
4. The costs and expenses of provision of security guard services and other services and personnel for the Development.
5. The costs and expenses of maintaining the foundations, columns and other structure constructed for the support of the Development which form part of the Common Areas and Facilities.
6. The Government Rent (unless apportioned and charged by the Government against each Owner) and all other sums payable under the Government Grant (other than the premium payable for the grant of the Land by the First Owner to the Government under the Government Grant and sums payable by the First Owner (excluding its successors and assigns)).
7. The remuneration of the Manager calculated in accordance with this Deed for providing its services hereunder.
8. Insurance premia payable for insurances taken out by the Manager in accordance with this Deed.
9. Legal, accounting, surveying and other professional fees incurred by the Manager in carrying out the services provided by this Deed.
10. The costs and expenses for the hiring or otherwise employing vehicles including but not limited to light vans and shuttle bus (if any) and the relevant operating staff, if any, for the general amenity of the Owners, tenants and residents of the Development, together with the charges and expenses in connection with the maintenance of such vehicles.
11. The costs and expenses incurred or to be incurred by the Manager of carrying out all works and maintaining the Conduits whether within or outside the Land that are required to be carried out and/or maintained under the Government Grant.
12. The costs and expenses incurred or to be incurred by the Manager for engaging suitable personnel to carry out all necessary maintenance and other works as required under and in compliance with the Government Grant.
13. Cost of staff (including but not limited to salaries) involved in the management of the Land together with costs of providing all equipment, accommodation, uniforms and materials reasonably incidental thereto.

14. Facilities, office, accountancy, professional, supervisory, clerical, postage, stationery and other sundry expenses incurred by the Manager in respect of the Development.
15. Cost for administrative support (such as provision or sharing of office premises, equipment, staff, etc.) charged by the headquarters office of the Manager and incurred and attributable solely to the Land and the Development.
16. All expenses incurred in relation to the maintenance and carrying out of all works in respect of the Slope Structures.
17. The costs, charges and expenses incurred or to be incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed.

#### PART D – Separate budgets and management accounts

1. A “Development Management Budget” which shall cover all Development Management Expenses. A separate management account for Development Common Areas and Facilities and Development Management Expenses.
2. A “Residential Management Budget” which shall cover all Residential Management Expenses. A separate management account for Residential Common Areas and Facilities and Residential Management Expenses.
3. A “Commercial Management Budget” which shall cover all Commercial Management Expenses. A separate management account for Commercial Common Areas and Facilities and Commercial Management Expenses.
4. A “Parking Management Budget” which shall cover all Parking Management Expenses. A separate management account for Parking Common Areas and Facilities and Parking Management Expenses.
5. A “Signboard Management Budget” which shall cover all Signboard Management Expenses. A separate management account for Signboard Common Areas and Facilities and Signboard Management Expenses.

#### PART E – Principles in contribution to management expenses

1. Each Owner shall bear a fraction of the Development Management Expenses, such fraction being the number of the Management Shares allocated to his Unit over the total number of the Management Shares allocated to all the Units, and shall pay in advance on the first day of each calendar month in a Financial Year in respect of his Unit the Monthly Fraction of such fraction.
2. The Owner of a Residential Unit shall in addition to the fraction required under paragraph 1 of this Part E, bear a fraction of:
  - (a) the Residential Management Expenses; and
  - (b) R% of the Parking Management Expenses,

such fraction being the number of the Management Shares allocated to his Residential Unit over the total number of the Management Shares allocated to all the Residential



Units, and shall pay in advance on the first day of each calendar month in a Financial Year in respect of his Residential Unit the Monthly Fraction of such fraction.

3. The Owner of a Shop shall in addition to the fraction required under paragraph 1 of this Part E, bear a fraction of:

- (a) the Commercial Management Expenses; and
- (b) C% of the Parking Management Expenses,

such fraction being the number of the Management Shares allocated to his Shop over the total number of the Management Shares allocated to all the Shops, and shall pay in advance on the first day of each calendar month in a Financial Year in respect of his Shop the Monthly Fraction of each such fraction.

4. The Owner of a Parking Space shall in addition to the fraction required under paragraph 1 of this Part E, bear a fraction of P% of the Parking Management Expenses, such fraction being the number of the Management Shares allocated to his Parking Space over the total number of the Management Shares allocated to all the Parking Spaces, and shall pay in advance on the first day of each calendar month in a Financial Year in respect of his Parking Space the Monthly Fraction of each such fraction.
5. The Owner of a Signboard Unit shall in addition to the fraction required under paragraph 1 of this Part E, bear a fraction of the Signboard Management Expenses, such fraction being the number of the Management Shares allocated to his Signboard Unit over the total number of the Management Shares allocated to all the Signboard Units, and shall pay in advance on the first day of each calendar month in a Financial Year in respect of his Signboard Unit the Monthly Fraction of each such fraction.

#### PART F – Surplus

1. Any part of the surplus determined by the Manager to be attributable to contributions towards the Development Management Expenses (or any estimate thereof) shall be notionally credited to all Units and be taken into account when preparing the future Development Management Budget referred to in Part D of this Schedule or used for covering Development Management Expenses (or any estimate thereof).
2. Any part of the surplus determined by the Manager to be attributable to contributions towards the Residential Management Expenses (or any estimate thereof) shall be notionally credited to all Residential Units and be taken into account when preparing the future Residential Management Budget referred to in Part D of this Schedule or used for covering Residential Management Expenses (or any estimate thereof).
3. Any part of the surplus determined by the Manager to be attributable to contributions towards the Commercial Management Expenses (or any estimate thereof) shall be notionally credited to all Shops and be taken into account when preparing the future Commercial Management Budget referred to in Part D of this Schedule or used for covering Commercial Management Expenses (or any estimate thereof).
4. Any part of the surplus determined by the Manager to be attributable to contributions towards the Parking Management Expenses (or any estimate thereof) shall be notionally credited to all Residential Units, Shops and Parking Spaces and be taken into account

when preparing the future Parking Management Budget referred to in Part D of this Schedule or used for covering Parking Management Expenses (or any estimate thereof).

5. Any part of the surplus determined by the Manager to be attributable to contributions towards the Signboard Management Expenses (or any estimate thereof) shall be notionally credited to all Signboard Units and be taken into account when preparing the future Signboard Management Budget referred to in Part D of this Schedule or used for covering Signboard Management Expenses (or any estimate thereof).

#### PART G – Notional parts of the Special Fund

1. “Special Fund (Residential)”: to which contributions to the Special Fund payable by all the Owners of the Residential Units only under this Deed and made by them shall be notionally credited.
2. “Special Fund (Commercial)”: to which contributions to the Special Fund payable by the Owner of the Shops only under this Deed and made by them shall be notionally credited.
3. “Special Fund (Parking)”: to which contributions to the Special Fund payable by all the Owners of the Parking Spaces only under this Deed and made by them shall be notionally credited.
4. “Special Fund (Open Areas)”: to which contributions to the Special Fund payable by all the Owners of the Open Areas only under this Deed and made by them shall be notionally credited.
5. “Special Fund (Signage Area Unit)”: to which contributions to the Special Fund payable by the Owner of the Signage Area Unit only under this Deed and made by him shall be notionally credited.
6. “Special Fund (Signboard)”: to which contributions to the Special Fund payable by all the Owners of the Signboard Units only under this Deed and made by them shall be notionally credited.

#### PART H – Application of notional parts of the Special Fund

1. Non-recurrent Expenditure relating to the Development Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guest, visitors or invitees of the Development or which are for the common benefit of the Development or which is not covered by other paragraphs in this Part, shall be paid out as follows:-
  - (a) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (Residential), such fraction being the number of the Management Shares allocated to all the Residential Units over the total number of the Management Shares allocated to the Development;
  - (b) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (Commercial), such fraction being the number of the Management Shares

- allocated to all the Shops over the total number of the Management Shares allocated to the Development;
- (c) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (Parking), such fraction being the number of the Management Shares allocated to all the Parking Spaces over the total number of the Management Shares allocated to the Development;
  - (d) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (Open Areas), such fraction being the number of the Management Shares allocated to all the Open Areas over the total number of the Management Shares allocated to the Development;
  - (e) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (Signage Area Unit), such fraction being the number of the Management Shares allocated to the Signage Area Unit over the total number of the Management Shares allocated to the Development; and
  - (f) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (Signboard), such fraction being the number of the Management Shares allocated to all the Signboard Units over the total number of the Management Shares allocated to the Development.
2. Non-recurrent Expenditure relating to the Residential Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guests, visitors or invitees of the Residential Units only shall be paid out of the Special Fund (Residential).
  3. Non-recurrent Expenditure relating to the Commercial Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guests, visitors or invitees of the Shops only shall be paid out of the Special Fund (Commercial).
  4. Non-recurrent Expenditure relating to the Parking Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guests, visitors or invitees of the Parking Spaces (whether or not also for the common benefit of the occupiers, licensees or invitees of different Residential Common Spaces and/or different Commercial Loading and Unloading Spaces) only shall be paid out as follows :-
    - (a) an amount equal to P% of such Non-recurrent Expenditure shall be paid out of the Special Fund (Parking);
    - (b) an amount equal to R% of such Non-recurrent Expenditure shall be paid out of the Special Fund (Residential); and
    - (c) an amount equal to C% of such Non-recurrent Expenditure shall be paid out of the Special Fund (Commercial).
  5. Non-recurrent Expenditure relating to the Signboard Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guests, visitors or invitees of the Signboard Units only shall be paid out of the Special Fund (Signboard).

PART I – Credit of amounts received to notional parts of the Special Fund

1. Where the amount is received in relation to the Development Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance) or in any case which is not covered by other paragraphs in this Part:-
  - (a) a fraction of the amount shall be credited to the Special Fund (Residential), such fraction being the number of the Management Shares allocated to all the Residential Units over the total number of the Management Shares allocated to the Development;
  - (b) a fraction of the amount shall be credited to the Special Fund (Commercial), such fraction being the number of the Management Shares allocated to all the Shops over the total number of the Management Shares allocated to the Development;
  - (c) a fraction of the amount shall be credited to the Special Fund (Parking), such fraction being the number of the Management Shares allocated to all the Parking Spaces over the total number of the Management Shares allocated to the Development;
  - (d) a fraction of the amount shall be credited to the Special Fund (Open Areas), such fraction being the number of the Management Shares allocated to all the Open Areas over the total number of the Management Shares allocated to the Development;
  - (e) a fraction of the amount shall be credited to the Special Fund (Signage Area Unit), such fraction being the number of the Management Shares allocated to the Signage Area Unit over the total number of the Management Shares allocated to the Development; and
  - (d) a fraction of the amount shall be credited to the Special Fund (Signboard), such fraction being the number of the Management Shares allocated to all the Signboard Units over the total number of the Management Shares allocated to the Development.
2. Where the amount is received in relation to the Residential Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance), the amount shall be credited to the Special Fund (Residential).
3. Where the amount is received in relation to the Commercial Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance), the amount shall be credited to the Special Fund (Commercial).
4. Where the amount is received in relation to the Parking Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance),
  - (a) P% of such amount shall be credited to the Special Fund (Parking);
  - (b) R% of such amount shall be credited to the Special Fund (Residential); and
  - (c) C% of such amount shall be credited to the Special Fund (Commercial).
5. Where the amount is received in relation to the Signboard Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance), the amount shall be credited to the Special Fund (Signboard).

6. Where the amount is monies referred to in Clause 7.3.2, Note (1) of Part J of this Schedule shall apply.

PART J – Amounts and natures of different payments, deposits, charges and contributions

| <b>payments, deposits, charges and contributions</b> | <b>amount</b>  | <b>whether transferrable or refundable (Note (2))</b> |
|--|--|---|
| Management Fees Deposit                              | 2 months' Monthly Management Fees payable for a Unit during the first Financial Year | transferable but non-refundable                       |
| Advance Payment                                      | 2 months' Monthly Management Fees payable for a Unit during the first Financial Year | neither transferable nor refundable                   |
| Debris Removal Charge (Note (1))                     | 1 month's Monthly Management Fees payable for a Unit during the first Financial Year | neither transferable nor refundable                   |
| Initial Special Fund Contribution                    | 2 months' Monthly Management Fees payable for a Unit during the first Financial Year | neither transferable nor refundable                   |
| Common Utilities Deposit                             | See Note (3).  | transferable but non-refundable                       |

Note (1): Debris Removal Charge is payable in respect of the following Units only:

- (a) Residential Units (any Debris Removal Charge paid in respect of a Residential Unit not used to pay for debris collection or removal shall be credited to the Special Fund (Residential)).
- (b) Shops (any Debris Removal Charge paid in respect of a Shop not used to pay for debris collection or removal shall be credited to the Special Fund (Commercial)).

Note (2): All payments, deposits, charges and contributions in respect of a Unit which are neither transferable nor refundable (including the Initial Special Fund Contribution) must not exceed in total 5 (for Residential Units)/7 (for Parking Spaces, Shops, Open Areas, the Signage Area Unit and the Signboard Units) months' Monthly Management Fees of that Unit.

Note (3): The amount of the Common Utilities Deposit payable in respect of a Unit shall be the aggregate of all due shares of water, electricity, gas and other utilities deposits in respect of different Common Areas and Facilities that the Owner of that Unit should bear. A due share of the water, electricity, gas and other utilities deposits of certain Common Areas and Facilities that the Owner of Unit should bear shall be determined as follows:

- (a) Firstly, determine which type of management expenses under paragraph 1 of Part A of this Schedule the deposits shall fall under as if the deposits were a management expense, and accordingly determine which of the separate budgets under Part D of this Schedule the deposits shall fall under.

- (b) Secondly, apply the corresponding principle in Part E of this Schedule to that separate budget to determine the amount (if any) that the Owner of that Unit shall bear as if the deposits were an expenditure item under that separate budget. The amount so determined is the due share concerned.

SCHEDULE 6  
MANAGER'S POWERS

1. Collection of Money

To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed and to take all steps necessary or expedient for this purpose.

2. Insurance

- (a) To insure and keep insured the Insurance Applicable Areas and all parts thereof as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire or such other perils as the Manager shall reasonably deem fit (unless otherwise directed by the Owners' Corporation), and to effect insurances against occupiers' liability, public liability and employer's liability in respect of the Manager's employees employed within or exclusively in connection with the management of the Development, workmen compensation or other insurance as the Manager shall deem necessary with some reputable insurance company(ies) in the name of the Manager for and on behalf of the Owners for the time being of the Land and in the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force.
- (b) To procure block insurance for the Development as a whole including the Units to their full new reinstatement value against loss or damage by fire or such other perils as the Manager shall reasonably deem fit with some reputable insurance company(ies) in the name of the Manager for and on behalf of the Owners for the time being thereof according to their respective interest in such sum(s) as the Manager may reasonably deem fit and to pay out of the management funds all premia required to keep such insurance policy(ies) in force PROVIDED HOWEVER THAT nothing herein shall oblige the Manager to effect any such insurance on the Units.

3. Common Areas and Facilities

- (a) To keep in a clean, tidy, sanitary, appropriately lighted and ventilated and proper working condition and good order and repair the Common Areas and Facilities (including the Works and Installations thereof).
- (b) To prevent unauthorized obstruction of the Common Areas and Facilities and to remove and impound any structure, article or thing causing the obstruction.
- (c) To prevent any person altering or injuring any Common Areas and Facilities.
- (d) To repair, maintain, clean, paint, white-wash, tile or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls, elevations and facade thereof but excluding any thing forming part of a Unit at such intervals as the same may reasonably require to be done.
- (e) To replace any glass in the Common Areas and Facilities that may be broken.
- (f) To, subject to Clause 4.11, do all things which the Manager shall in its reasonable discretion deem necessary or desirable for the purposes of

maintaining, improving, extending, renewing and replacing all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners and occupiers and their visitors and licensees.

- (g) To keep the lifts forming part of the Common Areas and Facilities in accordance with any laws applicable thereto.
- (h) To prevent any person from overloading any floor or lift in the Development.
- (i) To enter with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery upon the Common Areas and Facilities.
- (j) To operate the gondola system and elevated platform including all jibs, brackets, hinges, posts or other related equipment over the flat roofs, roofs, top of stairhood, open space of or air space above the Units.

4. Prevention of Erosion

To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government property or any drains, waterways, watercourses, water mains, roads, footpaths, street furniture, sewers, nullahs, pipes, cables, wires, utility services or other works or installations being in, under, over or adjacent to the Land by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage.

5. Utilities and Conduits

- (a) To keep all the Conduits forming part of Common Areas and Facilities free and clear from obstructions.
- (b) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Common Areas and Facilities or any part thereof.
- (c) To, subject to Clause 4.11.5, maintain and operate or contract for the maintenance and operation of the communal radio, television (whether aerial, satellite or cable), telecommunications system or the like (if any) which serve the Development.
- (d) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development.
- (e) To construct, lay, maintain, remove and renew drains, flues, pipes, cables, irrigation pipes, chimneys and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities which the Manager shall deem appropriate.

6. Security



To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit television (CCTV) systems and burglar alarms and other security measures in the Development at all times.

7. Enforcement of Deed

- (a) To remove any structure or installation, signboard, advertisement, bracket, fitting, obstruction, device, aerial or anything in or on the Development or any part thereof which is illegal, unauthorized or which contravenes the terms herein contained or any of the provisions of the Government Grant and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager.
- (b) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Government Grant or this Deed.
- (c) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person resident in or occupying or visiting the Development of any provisions of the Government Grant or this Deed.
- (d) To enforce the due observance and performance by each Owner or other person resident in or occupying or visiting the Development of the terms and conditions of the Government Grant 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.
- (e) To ensure that all the Owners or occupiers of the Units repair and maintain the Units owned or occupied by them or any parts or facilities of, in or on the Land or the Development exclusively serving the Units in a satisfactory manner.
- (f) To remove any dog, cat, bird, other pet or animal from the Land and the Development if the same has been the cause of any breach of the provisions of this Deed or the House Rules.

8. Lawyers, professional consultants and staff

- (a) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of or relates to the Land, the Development or this Deed necessitating professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and, in particular, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by any 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 (Cap.4A) or otherwise.
- (b) To, subject to Clause 4.11 and Clause 4.13, enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other

professional advisers and consultants, contractors, agents and sub-managers (including professional property management companies).

- (c) To commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof.
- (d) To recruit and employ such workmen, servants, watchmen, caretakers and other building 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.

9. Dealings with Government and others

- (a) To, subject to the approval by a resolution of the Owners at an Owners' meeting convened under this Deed, have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole or the Common Areas and Facilities with power to bind all the Owners as to any policy adopted or decision reached or action taken in relation to any such dealings.
- (b) In the event that the Government agrees to take over or resume any Common Areas and Facilities and subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation PROVIDED THAT any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners or the Owners concerned or go into the management funds, as the case may be PROVIDED FURTHER THAT on the incorporation of the Owners' Corporation, the power of attorney hereby granted shall be deemed revoked.
- (c) To carry out all works to and maintain such areas, structures, Conduits whether within or outside the Land that are required to be carried out and/or maintained under the Government Grant.
- (d) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole.

10. Grant and acceptance of leases, rights

- (a) Subject to the Government Grant and the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, to obtain a grant of easements, quasi-easements, rights of way, rights, privileges and licences to and to enter into such arrangements and agreements with owners and occupiers of land adjoining the Land or other land in respect of any such land upon such terms and conditions as the Manager may in its reasonable discretion think fit PROVIDED THAT the exercise of such power shall not interfere with any Owner's right to hold, use, occupy and enjoy his

Unit or impede or restrict the access to and from his Unit and any receipt from the exercise of such right shall be credited to the Special Fund.

- (b) Without prejudice to paragraph 5(e) of this Schedule and subject to the Government Grant and the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, to grant easements, quasi-easements and rights of way to and to enter into such arrangements and agreements with owners and occupiers of land adjoining the Land or other land in respect of any Common Areas and Facilities (except the Recreational Facilities and the Covered Landscaped and Play Areas) upon such terms and conditions as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-easements and rights of way shall not interfere with any Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit and any receipt from the exercise of such right shall be credited to the Special Fund.
- (c) Subject to the prior written approval of the Owners' Committee, 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 Owners' Committee may approve fit PROVIDED THAT such use shall not be in breach of the Government Grant and this Deed and shall not interfere with any Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit and all income arising therefrom shall be credited to the Special Fund.

#### 11. House Rules

- (a) The Manager may from time to time make or amend House Rules and the Manager may make House Rules before the formation of an Owners' Committee. Amendments to the House Rules may be made by the Manager with the approval of the Owners' Committee (if any). The House Rules and any amendments thereto shall not be inconsistent with or contravene this Deed, the Ordinance or the conditions of the Government Grant.
- (b) The purpose of the House Rules may include the following:
  - (i) to better manage the Development;
  - (ii) to regulate the use and to protect the Common Areas and Facilities, including to regulate the conduct and activities of the users, occupiers and visitors of the Common Areas and Facilities and to provide for payment of charges;
  - (iii) to regulate the fitting out, decoration and renovation of the Units; and
  - (iv) to protect the environment of the Development and to implement noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.

#### 12. Meetings of Owners

To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.

13. Works and Installations

- (a) To engage (and for the avoidance of doubt, the Owners' Corporation shall have the same authority to engage) suitable qualified personnel to inspect, maintain in good substantial repair and condition and carry out all necessary works for the maintenance of the Works and Installations in accordance with the provisions of this Deed.
- (b) To register Schedule 9 as revised under Clause 12.2.6 at the Land Registry as soon as practicable after its approval by a resolution of the Owners at an Owners' meeting convened under this Deed.

14. Refuse collection and Environmental matters

- (a) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development at such regular intervals and to provide and maintain either on or off the Development refuse collection facilities.
- (b) To prevent refuse from being deposited on any Common Areas and Facilities not designated for refuse collection and to remove all refuse therefrom.
- (c) To:
  - (i) 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 the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development and to 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;
  - (ii) ensure that recyclable materials recovered from the facilities or through the regular cleaning process shall be properly collected, stored, and sent for recycling; and
  - (iii) maintain the facilities in an environmentally acceptable and hygienic manner and to avoid creating nuisance to the Owners and occupiers of the Development.
- (d) To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Development and the Manager shall encourage them to participate in such activities with a view to improving the environmental conditions of the Development.
- (e) To do such things and take such steps as required in compliance with any applicable provisions of the Buildings Energy Efficiency Ordinance (Cap.610) in respect of the Common Areas and Facilities, including, but not limited to, ensuring that at all times any Certificate of Compliance Registration issued in respect of the Development is in force in respect of the Development and that the central building services installation within the meaning of the said Ordinance are maintained to a standard not lower than that applied in the Certificate of Compliance Registration (if any) issued in respect of the

Development and obtaining the Form of Compliance where major retrofitting works (as defined in the said Ordinance) are carried out under section 17 of the said Ordinance and maintaining the installation concerned to a standard not lower than that applied in the Form of Compliance and taking such measures as required in compliance with any improvement notice issued under section 26 of the said Ordinance. “Certificate of Compliance Registration” and “Form of Compliance” in this paragraph 14(e) shall be as defined in the Buildings Energy Efficiency Ordinance (Cap.610).

15. Fire safety

To provide and maintain fire fighting equipment and installations and fire alarms and comply with any laws applicable thereto and all requirements of the Fire Services Department and generally so far as may be possible maintain the Development safe from fire at all times and provide an access for fire appliances and fire personnel to the Land and the Development and permit an access thereof for such purposes and at such time or times as the Director of Fire Services may require and maintain the said access to the satisfaction of the Director of Fire Services.

16. Consent

Subject as otherwise provided in this Deed and subject to Clause 4.14 to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed and to impose conditions or additional conditions for processing and issuing such consent or approval and the giving or withholding (which is not unreasonable) by the Manager of such consent or approval shall be final and conclusive and binding on the Owners.

17. Entry

To enter with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery at all reasonable times on reasonable notice (except in case of emergency) upon an Unit of any Owner to access any Common Areas and Facilities (if such access cannot practically be obtained without such entry) or to exercise or carry out any of the duties or powers of the Manager under this Deed or for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall repair (at his own costs and expense) any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, contractors etc. in respect of such entry and the Manager shall cause as little disturbance as reasonably possible.

18. Parking

- (a) To manage, maintain and control the vehicles traffic on the Land and in the Development and to remove or impound any cars, pedal bicycles, motorcycles and other vehicles or things parked in any area not reserved for parking of any of them or which shall cause or be an obstruction to any Common Areas and Facilities and to remove or impound any vehicles parked in any of the Residential Common Spaces or any loading and unloading space without the consent of the Manager and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use thereof and to impose and recover charges or penalties for such removal or impoundment and to exercise a lien on the vehicle concerned for such charges and penalties and the Manager shall in no way be responsible or

accountable for any damage caused to such vehicle arising out of such removal or lien and, if the Manager shall deem fit for the purpose of controlling the traffic on the Land and in the Development, to exercise the powers under the Road Traffic (Parking on Private Roads) Regulations (Cap.374O) in relation to any private road on the Land and the Development as owner or authorized officer thereof.

- (b) To ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS THAT the right of the Owners and their bona fide guests, visitors or invitees to the proper use and enjoyment of the Parking Spaces and any parking space or loading and unloading spaces forming part of the Common Areas and Facilities in accordance with this Deed shall not be affected.
- (c) To remove or impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or whose owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal or impoundment shall be the sole responsibility of the owner thereof.
- (d) To impose charges for any such removal or impoundment and recover such penalties on default in payment of parking fees or such removal or impoundment charges and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.

19. Decoration deposits and charging of fees, etc.

- (a) If any works are to be carried out to a Unit, to obtain from its Owner a refundable decoration deposit of a sum of such amount as may from time to time be stipulated in the House Rules.
- (b) Without prejudice to other rights and remedies of the Manager, to deduct from the aforesaid decoration deposit any amount which an Owner is liable to pay to or indemnify the Manager under paragraph 5(d)(iv) of Schedule 4 and to refund to the Owner concerned the balance (if any) of the decoration deposit without interest.
- (c) To charge the Owners a reasonable amount for administrative fee incurred in approving their fitting out, decoration or construction plans of Shops submitted for approval by the Manager in accordance with the provisions of this Deed.
- (d) To charge the Owners a reasonable amount for the temporary use of electricity, water or other utilities supplied by the Manager.

20. Festive decorations

To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as the Manager shall in its reasonable discretion consider desirable.

21. Ensuring Owners' compliance with this Deed and the Government Grant

To enter with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery at all reasonable times

on reasonable prior notice (except in case of emergency) any or all parts of the Development including any Unit for the purpose of ensuring and ascertaining the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the covenants, provisions and restrictions contained in this Deed and in the Government Grant PROVIDED THAT the Manager shall cause as little disturbance as reasonably possible and shall make good any damage caused thereby.

22. Sub-deed of mutual covenant

To act as manager under any sub-deed of mutual covenant for any part of the Development (if so appointed by the parties thereto) and exercise all powers and perform all duties thereunder.

23. Others

To do all such other things as are reasonably incidental to the management of the Land and the Development as well as the exercise and discharge of the Manager's powers and duties hereunder.

SCHEDULE 7  
OWNERS' COMMITTEE

PART A - Composition

1. The Owners' Committee shall consist of up to 7 members, consisting of a chairman, a secretary and up to 5 other members and:
  - (a) the Owners of the Residential Units are entitled to elect up to 5 members (the election, removal and replacement of such members shall be carried out in accordance with Part B and Part C of this Schedule);
  - (b) the Owners of the Shops, Open Areas, Signboard Units and the Signage Area Unit (each a "Specified Unit" for the purpose of this Schedule) are entitled to elect up to 1 member (the election, removal and replacement of such members shall be carried out in accordance with Part B and Part C of this Schedule);
  - (c) the Owners of the Parking Spaces are entitled to elect up to 1 member (the election, removal and replacement of such members shall be carried out in accordance with Part B and Part C of this Schedule); and
  - (d) the chairman of the Owners' Committee shall be such member of the Owners' Committee elected by the members of the Owners' Committee among themselves as the chairman.
2. 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); and
  - (b) where a Unit is co-owned by more than one individual Owner, any one but not the other(s) of them.
3. If an Owner owns more than one Unit, he shall be entitled to propose more than one candidate (but limited to one candidate for each Unit) to be eligible for election as Owners' Committee members.

PART B - Formation

1. In the first or alternate annual general meeting of Owners concerned, for the purpose of electing a member of the Owners' Committee referred to in paragraph 1(a) of Part A of this Schedule:
  - (a) an Owner of a Residential Unit shall have one vote in respect of each Undivided Share allocated to that Residential Unit; and
  - (b) subject to (a) above, Clause 9.3.8 and Clause 9.3.9 shall apply, mutatis mutandis.



2. In the first or alternate annual general meeting of Owners concerned, for the purpose of electing a member of the Owners' Committee referred to in paragraph 1(b) of Part A of this Schedule:
  - (a) an Owner of a Specified Unit shall have one vote in respect of each Undivided Share allocated to that Specified Unit; and
  - (b) subject to (a) above, Clause 9.3.8 and Clause 9.3.9 shall apply, mutatis mutandis.
3. In the first or alternate annual general meeting of Owners concerned, for the purpose of electing a member of the Owners' Committee referred to in paragraph 1(c) of Part A of this Schedule:
  - (a) an Owner of a Parking Space shall have one vote in respect of each Undivided Share allocated to that Parking Space; and
  - (b) subject to (a) above, Clause 9.3.8 and Clause 9.3.9 shall apply, mutatis mutandis.

#### PART C – Removal and replacement

1. (a) An extraordinary meeting of the Owners of the Residential Units may be convened to:
  - (i) remove from office any member of the Owners' Committee referred to in paragraph 1(a) of Part A of this Schedule; and/or
  - (ii) elect a new member of the Owners' Committee to replace any member of the Owners' Committee referred to in paragraph 1(a) of Part A of this Schedule who ceased to hold office under any event mentioned in Clause 10.1.2(b) or has been removed under paragraph 1(a)(i) of this Part.
- (b) Clause 9.3 shall apply to such a meeting with the following modifications:
  - (i) a reference to "Owner" therein shall be deemed to be a reference to "Owner of Residential Unit";
  - (ii) a reference to "Owners" therein shall be deemed to be a reference to "Owners of the Residential Units";
  - (iii) the reference to "total number of Undivided Shares into which the Development is divided" therein shall be deemed to be a reference to "total number of Undivided Shares allocated to the Residential Units";
  - (iv) a reference to "Undivided Share" therein shall be deemed to be a reference to "Undivided Share allocated to a Residential Unit"; and
  - (v) a reference to "Undivided Shares" therein shall be deemed to be a reference to "Undivided Shares allocated to the Residential Units".
2. (a) An extraordinary meeting of the Owners of the Specified Units may be convened to:

- (i) remove from office any member of the Owners' Committee referred to in paragraph 1(b) of Part A of this Schedule; and/or
  - (ii) elect a new member of the Owners' Committee to replace any member of the Owners' Committee referred to in paragraph 1(b) of Part A of this Schedule who ceased to hold office under any event mentioned in Clause 10.1.2(b) or has been removed under paragraph 2(a)(i) of this Part.
- (b) Clause 9.3 shall apply to such a meeting with the following modifications:
  - (i) a reference to "Owner" therein shall be deemed to be a reference to "Owner of Specified Unit";
  - (ii) a reference to "Owners" therein shall be deemed to be a reference to "Owners of the Specified Units";
  - (iii) the reference to "total number of Undivided Shares into which the Development is divided" therein shall be deemed to be a reference to "total number of Undivided Shares allocated to the Specified Units";
  - (iv) a reference to "Undivided Share" therein shall be deemed to be a reference to "Undivided Share allocated to a Specified Unit"; and
  - (v) a reference to "Undivided Shares" therein shall be deemed to be a reference to "Undivided Shares allocated to the Specified Units".
- 3. (a) An extraordinary meeting of the Owners of the Parking Spaces may be convened to:
  - (i) remove from office any member of the Owners' Committee referred to in paragraph 1(c) of Part A of this Schedule; and/or
  - (ii) elect a new member of the Owners' Committee to replace any member of the Owners' Committee referred to in paragraph 1(c) of Part A of this Schedule who ceased to hold office under any event mentioned in Clause 10.1.2(b) or has been removed under paragraph 3(a)(i) of this Part.
- (b) Clause 9.3 shall apply to such a meeting with the following modifications:
  - (i) a reference to "Owner" therein shall be deemed to be a reference to "Owner of Parking Space";
  - (ii) a reference to "Owners" therein shall be deemed to be a reference to "Owners of the Parking Spaces";
  - (iii) the reference to "total number of Undivided Shares into which the Development is divided" therein shall be deemed to be a reference to "total number of Undivided Shares allocated to the Parking Spaces";
  - (iv) a reference to "Undivided Share" therein shall be deemed to be a reference to "Undivided Share allocated to a Parking Space"; and
  - (v) a reference to "Undivided Shares" therein shall be deemed to be a reference to "Undivided Shares allocated to the Parking Spaces".

SCHEDULE 8  
GREEN AND INNOVATIVE FEATURES AND OTHER FEATURES

1. Non-enclosed Areas and air-conditioner platforms

- (a) The Non-enclosed Areas must not be enclosed above safe parapet height other than as under the Building Plans.
- (b) The air-conditioner platforms (complying with the criteria set out in Appendix B of the Code of Practice on Access for External Maintenance 2021 or as amended or substituted from time to time) provided on balconies or on utility platforms forming part of Residential Units (each marked with “A/C PLATFORM” on the Plans for identification purpose) are hereby designated as “areas for air-conditioning”. Individual air-conditioner platforms must not be erected at the external walls of the Development.
- (c) The Owner of a Residential Unit shall at his own costs and expenses keep the Non-enclosed Areas and air-conditioner platform forming part of his Residential Unit in good and substantial repair and condition.
- (d) A balcony, utility platform and air-conditioner platform forming part of a Residential Unit may only be used as a balcony, utility platform and air-conditioner platform of that Residential Unit respectively.

2. Recreational Facilities

The Recreational Facilities may only be used by the residents of the Residential Units and their bona fide visitors as recreational facilities of the Development.

3. Covered Landscaped and Play Areas

The Covered Landscaped and Play Areas may only be used by the residents of the Residential Units and their bona fide visitors as covered landscaped and play areas of the Development.

4. Greenery Areas

The Greenery Areas shall not be used for any other purpose without the prior consent of the Building Authority.

5. Maintenance and repair access

Maintenance and repair access shown by brown dotted lines, orange dotted lines and indigo dotted lines on the Plans may be used as maintenance and repair access. Where any such maintenance and repair access is accessible from any Unit, the maintenance personnel shall have a right of access (exercisable on reasonable notice (except in case of emergency)) to and through that Unit for the purpose of accessing such maintenance and repair access PROVIDED THAT the Manager shall repair (at his own costs and expense) any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, contractors etc. in respect of such access.

6. Fire Safety under FSMP

- (a) Fire safety provisions must not be removed or tampered with.
- (b) For the avoidance of doubt, the Manager may: (i) issue a warning to any Owner or any person occupying any part of the Development through, under or with the consent of any such Owner for non-compliance of this paragraph 6; (ii) report the non-compliance to the competent authorities; (iii) may commence proceedings for the purpose of, inter alia enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of this paragraph 6.
- (c) The responsibility and the cost in the maintenance, testing and commissioning of those fire safety provisions which are inside or serve exclusively a Residential Unit shall be borne of the Owner of that Residential Unit. The Manager shall be responsible for the maintenance, testing and commissioning of those fire safety provisions which are Common Areas and Facilities the cost of which shall form part of the management expenses.
- (d) A registered fire services installation contractor (RFSIC) shall be responsible for the maintenance and inspection of the fire safety provisions and will issue a maintenance certificate (FS 251) annually.
- (e) Fire drill shall be carried out annually.
- (f) The Manager shall carry out staff training including the course of actions to be carried out at such frequency in accordance with the FSMP.
- (g) Smoke detectors provided inside the Residential Units and at the common corridor/lift lobby outside the Residential Units shall not be removed or obstructed.
- (h) Sprinkler heads provided to cover the open kitchen area shall not be removed or obstructed.
- (i) The full height wall having an FRR (i.e. fire-resistance rating) of not less than -/30/30 adjacent to open kitchen shall not be removed.
- (j) The fire services installation in (g) and (h) above shall be subject to annual check conducted by the registered fire service installation contractors.
- (k) Each Owner and the Manager shall observe and comply with the FSMP.

7. Right of way areas

The Manager shall ensure that any right of way over the areas coloured yellow hatched black and yellow cross-hatched black on the Plans under the two Assignments registered in the Land Registry by Memorial Nos.UB212114 and UB214941 respectively and the Deed of Grant of Right of Way registered in the Land Registry by Memorial No.18102502220019 may be exercised in accordance with the provisions thereof.

SCHEDULE 9  
WORKS AND INSTALLATIONS

The following are the items of the Works and Installations (whether forming part of the Common Areas and Facilities or not):-

- (a) structural elements;
- (b) external walls finishes and roofing materials;
- (c) fire safety elements;
- (d) the Slope Structures (if applicable);
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) windows installation;
- (l) escalators; and
- (m) gondola system.

SCHEDULE 10  
DEFINITIONS AND INTERPRETATION

PART A – Definitions

“**Additional Right**” has the meaning given to it in Clause 3.1.

“**Advance Payment**” means an advance payment of Monthly Management Fees payable by an Owner acquiring his Unit from the First Owner, the amount of which said payment and whether it is transferrable or refundable are set out in Part J of Schedule 5.

“**Authorized Person**” means Lai Siu Kin of Lu Tang Lai Architects Ltd., and any other replacement authorized person for the time being appointed by the First Owner.

“**Building Plans**” means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD 2/3061/11 and includes any amendment thereto as approved by the Building Authority.

“**Car Parking Space**” means a parking space for the parking of motor vehicle to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession and the electric vehicle charging facilities (if any) and the associated installations for such parking space exclusively.

“**Commercial Common Areas and Facilities**” means those Common Areas and Facilities which are intended for common use and benefit of the Owners of different Shops, including the following:

- (a) those areas coloured red on the Plans (“**Specified Areas**” for the purpose of this definition);
- (b) any of the following in the Specified Areas:
  - (i) any glazing, window, door, louvre or frame for any of the foregoing;
  - (ii) internal finishes; and
  - (iii) any non-structural and non-load bearing internal partition;
- (c) the inner half of any non-structural and non-load bearing wall or parapet between (1) the Specified Areas; and (2) any Shop or any area coloured on the Plans as any other category of Common Areas and Facilities;
- (d) water proofing system on the floor slab of the Specified Areas;
- (e) any structural or load-bearing element supporting different Shops and/or the Specified Areas exclusively;
- (f) the Commercial Loading and Unloading Spaces;
- (g) those parts of the façade, external walls or parapets of the Development which are for identification purpose coloured red on the elevation plans forming part of the Plans (including the glazing, windows, louvres, frames, external finishes, claddings and architectural fins and features thereon, if any); and

- (h) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving different Shops and/or the Specified Areas exclusively.

**“Commercial Loading and Unloading Spaces”** means the loading and unloading spaces marked “L1” on the Ground Floor Plan of the Plans and marked “L2” on the Basement 1 Floor Plan of the Plans.

**“Common Areas and Facilities”** means those parts, areas, structures, services, facilities and Conduits of the Development and the Land which are intended for common use and benefit of different Owners and not for the sole benefit of any Owner including (subject to the provisions of this Deed) the items specified in Schedule 1 to the Ordinance and such additional Common Areas and Facilities designated under the provisions of this Deed (which said parts, areas, structure, services, facilities and Conduits are categorized under this Deed into Development Common Areas and Facilities, Residential Common Areas and Facilities, Commercial Common Areas and Facilities, Parking Common Areas and Facilities and Signboard Common Areas and Facilities), which are for the purpose of identification shown coloured yellow, yellow stippled black, yellow hatched black, yellow cross-hatched black, green, green hatched black, green with black crosses, red, indigo and pink hatched black on the Plans (if and where capable of being shown on plans).

**“Common Utilities Deposit”** means a deposit payable by an Owner which is a share of water, electricity, gas and other utilities deposits of the Development, the amount of which said share of deposit and whether it is transferrable or refundable are set out in Part J of Schedule 5.

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

**“Covered Landscaped and Play Areas”** means those areas of the Development which are (for identification purpose) coloured green hatched black on the Plans and the facilities from time to time provided in such areas for the residents in the Development and their bona fide visitors, together with all facilities and areas ancillary thereto.

**“Debris Removal Charge”** means a charge payable by an Owner acquiring his Unit from the First Owner for debris collection or removal, the amount of which said charge and whether it is transferrable or refundable and whether it is payable in respect of that Unit are set out in Part J of Schedule 5.

**“Development”** means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Building Plans and known as “101 KINGS ROAD”. The Development consists of, inter alia: (a) Parking Spaces on Basement 2 and Basement 1 Floors; (b) Shops and Open Areas on the Ground Floor, (c) the Covered Landscaped and Play Areas and the Recreational Facilities in a podium structure (which also contains Shops); and (d) a residential tower thereabove containing the Residential Units.

**“Development Common Areas and Facilities”** means those Common Areas and Facilities which are intended for common use and benefit of the Owners of the Development as a whole and not for the sole benefit of any Owner or group of Owners of the Development, including the following:

- (a) those areas coloured yellow, yellow stippled black, yellow hatched black and yellow

cross-hatched black on the Plans (“**Specified Areas**” for the purpose of this definition);

- (b) any of the following in the Specified Areas:
  - (i) any glazing, window, door, louvre or frame for any of the foregoing;
  - (ii) internal finishes; and
  - (iii) any non-structural and non-load bearing internal partition;
- (c) the inner half of any non-structural and non-load bearing wall or parapet between (1) the Specified Areas; and (2) any Unit or any area coloured on the Plans as any other category of Common Areas and Facilities;
- (d) water proofing system on the floor slab of the Specified Areas;
- (e) the Greenery Areas;
- (f) any lift located in the Specified Areas and its associate fittings, fixtures, equipment, installations, lift shaft and lift pit;
- (g) any structural or load-bearing element not forming part of any Unit nor any other category of Common Areas and Facilities;
- (h) the foundation of the Development;
- (i) those parts of the façade, external walls or parapets of the Development which are for identification purpose coloured yellow on the elevation plans forming part of the Plans (including the glazing, windows, louvres, frames, external finishes, claddings and architectural fins and features thereon, if any);
- (j) the Slope Structures within the Land; and
- (k) any Common Areas and Facilities which does not form part of any other category of Common Areas and Facilities.

“**Financial Year**” means the period from 1st April to 31st March in the next year (both dates inclusive) PROVIDED THAT the first Financial Year means the period from the date hereof to 31st March of the next year (both dates inclusive), subject to such change under Clause 8.2.8.

“**First Assignee’s Unit**” means All Those [\*\*] Undivided Shares together with the exclusive right to hold use occupy and enjoy the premises known as [\*] of the Development.

“**First Assignment**” has the meaning given to it in Recital (4).

“**FSMP**” means the “Fire Safety Management Plan for Open Kitchen Designs” of the Development.

“**Government**” means the Government of Hong Kong.

“**Government Grant**” means (i) the Government Lease in respect of Inland Lot No.2273 dated the 2nd day of April 1925 and Conditions of Extension to the Remaining Portion of Inland Lot No.2273 dated the 31st day of December 1953 and (ii) the Agreement and Conditions of Exchange dated the 24th day of June 1997 and registered in the Land Registry as Conditions of Exchange No.12476 as amended and/or modified by a Modification Letter



dated the 8th day of December 2023 and registered in the Land Registry by Memorial No.23122801380015 (the “C/E No.12476”), including all amendments, variations, modifications or extensions thereof or waivers or consents or no-objections by the Government of or in relation to any provision contained therein, made or effected from time to time after the date thereof.

“**Greenery Areas**” means those areas of the Land provided pursuant to Special Condition (10)(h) of C/E No.12476 which are (for identification purpose) coloured yellow stippled black on the Plans.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**House Rules**” means the rules supplemental to this Deed governing the Development or any part thereof from time to time in force made and/or amended pursuant to this Deed.

“**Initial Special Fund Contribution**” means a contribution payable by an Owner as his initial contribution to the Special Fund, the amount of which said contribution and whether it is transferrable or refundable are set out in Part J of Schedule 5.

“**Insurance Applicable Areas**” means the Common Areas and Facilities and Slope Structures.

“**Land**” means all those pieces or parcels of land registered in the Land Registry as the Remaining Portion of Sub-section 2 of Section G of Inland Lot No.2273, the Remaining Portion of Section G of Inland Lot No.2273, Inland Lot No.8858, the Remaining Portion of Section O of Inland Lot No.2273, the Remaining Portion of Sub-section 1 of Section D of Inland Lot No.2273, the Remaining Portion of Section D of Inland Lot No.2273, the Remaining Portion of Sub-section 1 of Section O of Inland Lot No.2273, Sub-section 1 of Section A of Inland Lot No.2273 and the Remaining Portion of Inland Lot No.2273 and the Extension thereto.

“**management**” has the meaning given to it in Clause 4.1.

“**management expenses**” means management expenses more particularly described in Clause 5.1.

“**Management Fees Deposit**” means a deposit payable by an Owner as the security for the due payment of all amounts which may be or become payable by him under this Deed, the amount of which said deposit and whether it is transferrable or refundable are set out in Part J of Schedule 5.

“**management funds**” means all moneys received, recovered or held by the Manager for the use and benefit of the Development pursuant to this Deed, including but not limited to Monthly Management Fees, Advance Payments, Management Fees Deposits, Common Utilities Deposits, Debris Removal Charge and the Special Fund.

“**Management Shares**” means those notional shares allocated to the Units as provided in Schedule 1 for the purposes of calculating the contributions payable by their respective Owners towards the management expenses of the Development.

“**Manager**” means any person who for the time being is, for the purpose of this Deed, managing the Development.

“**Monthly Fraction**” means one over the total number of months in the Financial Year concerned Provided That where there is any period in a Financial Year which is less than a calendar month such period shall be deemed to be a month for the purpose of this definition.

**“Monthly Management Fees”** has the meaning given to it in Clause 5.4.1.

“**Mortgage**” means, collectively: (i) the Legal Charge and Debenture entered into between the First Owner and the Mortgagee on the 30th day of November 2022 and registered at the Land Registry by Memorial No.22121401840092; and (ii) the Legal Charge (2C) entered into between the First Owner and the Mortgagee on the 7th day of October 2024 and registered at the Land Registry by Memorial No.24102301880092;]

**“Motor Cycle Parking Space”** means a parking space for the parking of motor cycle to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession and the electric vehicle charging facilities (if any) and the associated installations for serving such parking space exclusively.

**“Non-enclosed Areas”** means those balconies forming part of a Residential Unit, the utility platforms forming part of a Residential Unit, the air-conditioner platforms forming part of a Residential Unit and the covered areas in the Development beneath such balconies, utility platforms and/or air-conditioner platforms (each marked with “BAL. & U.P. ABOVE” on the Plans for identification purpose).

**“Non-recurrent Expenditure”** means 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 Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services.

**“Non-structural Prefabricated External Walls”** means such non-structural prefabricated external walls provided within the Development the location of which are indicated for identification purpose only by a pink dotted line on the Plans.

**“Open Area”** means a non-domestic unit in the Development to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which is for identification purpose marked with a number beginning with “OPEN AREA” on the Plans which said expression shall include:

- (a) the internal finishes thereof;
- (b) water proofing system on the floor slab thereof;
- (c) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving that non-domestic unit exclusively;

PROVIDED THAT the following shall not be included in the said expression: any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation situated in that non-domestic unit which are used in connection with the enjoyment of any other Unit or other portion of the Development.

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

**“Owner”** means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided

Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.

**“Owners’ Committee”** means a committee of the Owners of the Development established under the provisions of this Deed.

**“Owners’ Corporation”** means the corporation of the Owners incorporated under section 8 of the Ordinance.

**“Parking Common Areas and Facilities”** means those Common Areas and Facilities which are intended for common use and benefit of the Owners of different Parking Spaces (whether or not also for common use and benefit of the users of different Residential Common Spaces and/or different Commercial Loading and Unloading Spaces), including the following:

- (a) those areas coloured indigo on the Plans (“Specified Areas” for the purpose of this definition);
- (b) any of the following in the Specified Areas:
  - (i) any glazing, window, door, louvre or frame for any of the foregoing;
  - (ii) internal finishes; and
  - (iii) any non-structural and non-load bearing internal partition;
- (c) the inner half of any non-structural and non-load bearing wall or parapet between (1) the Specified Areas; and (2) any Unit or any area coloured on the Plans as any other category of Common Areas and Facilities;
- (d) water proofing system on the floor slab of the Specified Areas;
- (e) any structural or load-bearing element supporting different Parking Spaces and/or the Specified Areas exclusively (whether or not also supporting different Residential Common Spaces and/or different Commercial Loading and Unloading Spaces); and
- (f) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving different Parking Spaces and/or the Specified Areas exclusively (whether or not also supporting different Residential Common Spaces and/or different Commercial Loading and Unloading Spaces).

**“Parking Space”** means a Car Parking Space or a Motor Cycle Parking Space.

**“Parking Space for Disabled Persons”** means a parking space for motor vehicle which is (for identification purpose) coloured green and marked with “V2” on the Plans.

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

**“Recreational Facilities”** means those areas of the Development which are (for identification purpose) coloured green with black crosses on the Plans and the recreational and sporting facilities from time to time provided in such areas for the residents in the Development and their bona fide visitors, together with all facilities and areas ancillary thereto.

**“Residential Common Areas and Facilities”** means those Common Areas and Facilities which are intended for common use and benefit of the Owners of different Residential Units, including the following:

- (a) those areas coloured green, green hatched black and green with black crosses on the Plans (**“Specified Areas”** for the purpose of this definition);
- (b) any of the following in the Specified Areas:
  - (i) any glazing, window, door, louvre or frame for any of the foregoing;
  - (ii) internal finishes; and
  - (iii) any non-structural and non-load bearing internal partition;
- (c) the inner half of any non-structural or non-load bearing wall or parapet between (1) the Specified Areas; and (2) any Unit or any area coloured on the Plans as any other category of Common Areas and Facilities;
- (d) water proofing system on the floor slab of the Specified Areas;
- (e) any structural and load-bearing element supporting different Residential Units and/or the Specified Areas exclusively;
- (f) the Recreational Facilities;
- (g) the Covered Landscaped and Play Areas;
- (h) any lift located in the Specified Areas and its associate fittings, fixtures, equipment, installations, lift shaft and lift pit;
- (i) the Residential Common Spaces and the electric vehicle charging facilities (if any) and the associated installations for serving one or more such spaces exclusively;
- (j) those parts of the façade, external walls or parapets of the Development which are for identification purpose coloured green on the elevation plans forming part of the Plans (including the glazing, windows, louvres, frames, external finishes, claddings and architectural fins and features thereon, if any, and any external wall (and external finishes, claddings and features thereon) and façade on or above 2/F (including Non-structural Prefabricated External Walls and curtain walls forming part thereof) of the Development excluding anything forming part of the Signage Area Unit, the Development Common Areas and Facilities or the Commercial Common Areas and Facilities; and
- (k) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving different Residential Units and/or the Specified Areas exclusively.

**“Residential Common Parking Space”** means any Parking Space for Disabled Persons or Visitors’ Parking Space.

**“Residential Common Spaces”** means the Residential Common Parking Spaces and the loading and unloading space marked “L3” on the Basement 1 Floor Plan of the Plans collectively.

**“Residential Unit”** means a domestic unit in the Development to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

- (a) any balcony and utility platform (shown collectively hatched black on the Plans for identification purpose), air-conditioner platform (marked “A/C PLATFORM” on the Plans for identification purpose), flat roof, roof, stairhood or top of stairhood held with and forming part of such domestic unit (each an **“Associated Part”** for the purpose of this definition), and any railing or glass balustrade enclosing any Associated Part thereof (and any sealant applied to any such railing or glass balustrade);
- (b) any of the following in such domestic unit or any Associated Part thereof:
  - (i) any glazing, window (including operable window installed to a curtain wall), door, louvre or frame for any of the foregoing;
  - (ii) internal finishes; and
  - (iii) any non-structural and non-load bearing internal partition;
- (c) the inner half of any non-structural and non-load bearing wall or parapet between (1) that domestic unit or any Associated Part thereof; and (2) another domestic unit or any Associated Part thereof or any area coloured on the Plans as Common Areas and Facilities;
- (d) water proofing system on the floor slab of that domestic unit or any Associated Part thereof; and
- (e) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving that domestic unit or any Associated Part thereof exclusively;

PROVIDED THAT the following shall not be included in the said expression:

- (i) any structural or load bearing element;
- (ii) any external wall and parapet of the Development;
- (iii) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation situated in that domestic unit or any Associated Part thereof which are used in connection with the enjoyment of any other Unit or other portion of the Development.

**“Shop”** means a non-domestic unit in the Development to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which is for identification purpose coloured:

- (i) violet on the Plans in the case of Shop G01;
- (ii) violet stippled black on the Plans in the case of Shop G02;
- (iii) violet hatched black on the Plans in the case of Shop G03;
- (iv) violet cross-hatched black on the Plans in the case of Shop G04;
- (v) violet with black hexagons on the Plans in the case of Shop G05;

- (vi) violet with black crosses on the Plans in the case of Shop G06;
- (vii) orange on the Plans in the case of Shop G07;
- (viii) orange stippled black on the Plans in the case of Shop G08;
- (ix) orange hatched black on the Plans in the case of Shop G09;
- (x) orange cross-hatched black on the Plans in the case of Shop G10;
- (xi) orange with black hexagons on the Plans in the case of Shop G11; or
- (xii) grey on the Plans in the case of Shop 101;

(the “**Specified Areas**” of that non-domestic unit in this definition) which said expression shall include:

- (a) any open space and flat roof held with and forming part of such non-domestic unit in the Specified Areas of that non-domestic unit (an “**Associated Part**” for the purpose of this definition);
- (b) any of the following in the Specified Areas of that non-domestic unit:
  - (i) any glazing, window, door, louvre or frame for any of the foregoing;
  - (ii) internal finishes;
  - (iii) any non-structural and non-load bearing internal partition; and
  - (iv) any lift or escalator and its associate fittings, fixtures, equipment, installations, lift shaft and lift pit;
- (c) all sanitary appliances in such non-domestic unit or its Associated Part;
- (d) the inner half of any non-structural and non-load bearing wall or parapet between (1) the non-domestic unit; and (2) another non-domestic unit or any area coloured on the Plans as Common Areas and Facilities;
- (e)
  - (i) any slab between (1) any part of that non-domestic unit or any Associated Part thereof; and (2) any other part of that non-domestic unit or any Associated Part thereof (such slab does not support any part of the Development which does not form part of that non-domestic unit or any Associated Part thereof);
  - (ii) the upper half of any floor slab and lower half of any ceiling slab of that non-domestic unit or any Associated Part thereof separating it from any other non-domestic unit or any Associated Part thereof (such upper half of any floor slab or (as the case may be) lower half of any ceiling slab does not support any part of the Development which does not form part of that non-domestic unit or any Associated Part thereof);
- (f) any external wall (and external finishes, claddings and features thereon), façade, signage space and shop front of that non-domestic unit coloured as part of that non-domestic unit on the Plans (such external wall does not support any part of the Development which does not form part of that non-domestic unit or any Associated Part thereof);

- (g) water proofing system on the floor slab of the Specified Areas of that non-domestic unit; and
- (h) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving the Specified Areas of that non-domestic unit exclusively;

PROVIDED THAT the following shall not be included in the said expression:

- (i) any structural or load bearing element (other than those included in paragraph (e) in this definition);
- (ii) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation situated in the Specified Areas of that non-domestic unit which are used in connection with the enjoyment of any other Unit or other portion of the Development.

**“Signage Area Unit”** means the signage area unit in the Development to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which such area is for identification purpose coloured pink stippled black on the Plans which said expression shall include any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving that unit exclusively.

**“Signboard Common Areas and Facilities”** means those Common Areas and Facilities which are intended for common use and benefit of the Owners of different Signboard Units, including the following:

- (a) those areas coloured pink hatched black on the Plans (**“Specified Areas”** for the purpose of this definition); and
- (b) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving different Signboard Units and/or the Specified Areas exclusively.

**“Signboard Unit”** means a signboard unit in the Development to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which each such area is for identification purpose coloured pink on the Plans which said expression shall include any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving that unit exclusively.

**“Slope Maintenance Manual”** the maintenance manual for the Slope Structures (if any) prepared in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time).

**“Slope Structures”** means any and all slopes, slope treatment works, retaining walls and other structures within or outside the Land, if any, to be maintained by the Owners under the Government Grant.

**“Special Fund”** means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Ordinance (i.e. the special fund referred to in Clause 6.1.1(a)).

**“Undivided Share”** means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed or a sub-deed of mutual covenant (if any).

“**Unit**” shall have the same meaning as “flat” under the Ordinance and means any of the following, namely:

- (a) a Residential Unit;
- (b) a Parking Space;
- (c) a Shop;
- (d) an Open Area;
- (e) a Signboard Unit; and
- (f) the Signage Area Unit.

“**Visitors’ Parking Space**” means a parking space for motor vehicle which is (for identification purpose) coloured green and marked with a number beginning with a “V” on the Plans, including the Parking Space for Disabled Persons.

“**Works and Installations**” has the meaning given to it in Clause 12.2.1.

#### PART B – Interpretation

1. Words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.
2. Where any word or expression is defined in this Deed, such definition shall extend to the grammatical variations and cognate expressions of such word or expression.
3. The words “**other**”, “**include**”, “**including**” and “**in particular**” do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.
4. References to “**law**” include all rules of common law and equity, ordinances, subsidiary and subordinate legislation, orders, rules and regulations, any other matters having the force of law, any notice, order, demand or communication of a similar nature issued pursuant to any of the above or any order, decree, judgment, award or decision of any court or tribunal, and references to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force and any orders, regulations, instruments or other subordinate legislation made under the relevant ordinance or statutory provision.
5. References to any Clause, Schedule and Annex shall be references to the relevant clause in, schedule in or (as the case may be) annex to this Deed. Headings are inserted for reference only and in no way shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.
6. References to any Unit, Residential Unit, Shop, Parking Space, Open Area, Signboard Unit, the Signage Area Unit, the Common Areas and Facilities, the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities, the Parking Common Areas and Facilities,



the Signboard Common Areas and Facilities, the Development and the Land are references to each and every part thereof.

7. References to any Government bureau, department or official shall include a reference to any other Government bureau, department or official from time to time substituting the first mentioned Government bureau, department or official or performing (in whole or in part) such of the functions performed by the first mentioned Government bureau, department or official as are relevant for the purpose of this Deed.
8. An obligation or covenant of an Owner not to do an act or thing includes an obligation or covenant not to permit or suffer that thing or act to be done by another person, including without limitation, that Owner's any tenant, licensee, visitor and guest.
9. For the purpose of Clause 4.5.3 and Clause 8.2.6, "accountant" shall be as defined in the Ordinance.
10. A reference to the management office of the Development shall be a reference to the management counter in the area marked "RESIDENTIAL ENTRANCE LOBBY" on the Plans which said counter is coloured yellow on the Plans.

SEALED with the Common Seal of )  
)  
the First Owner and SIGNED by )  
)  
)  
)  
duly authorized by the board of )  
)  
directors, whose signature(s) is/are )  
)  
verified by / in the presence of :- )  
)  
)  
)  
)  
)

Solicitor, Hong Kong SAR

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

INTERPRETED to the First Assignee by :-

OR  
SEALED with the Common Seal of )  
)  
the First Assignee and SIGNED by )  
)  
)  
)  
duly authorized by the board of )  
)  
directors, whose signature(s) is/are )  
)  
verified by / in the presence of :- )  
)  
)

OR  
EXECUTED and DELIVERED as )  
)  
a deed by the First Assignee acting )  
)  
through )  
)  
)  
)  
***[ insert name(s) and description of ]*** )  
***office(s) of authorized signatory(ies) ]*** )  
)  
duly authorized by the board of )  
  
directors, whose signature(s) is/are  
verified by / in the presence of :-

SEALED with the Common Seal of )  
 )  
 the DMC Manager and SIGNED )  
 )  
 by )  
 )  
 )  
 )  
 duly authorized by the board of )  
 )  
 directors, whose signature(s) is/are )  
 )  
 verified by / in the presence of :- )

Solicitor, Hong Kong SAR

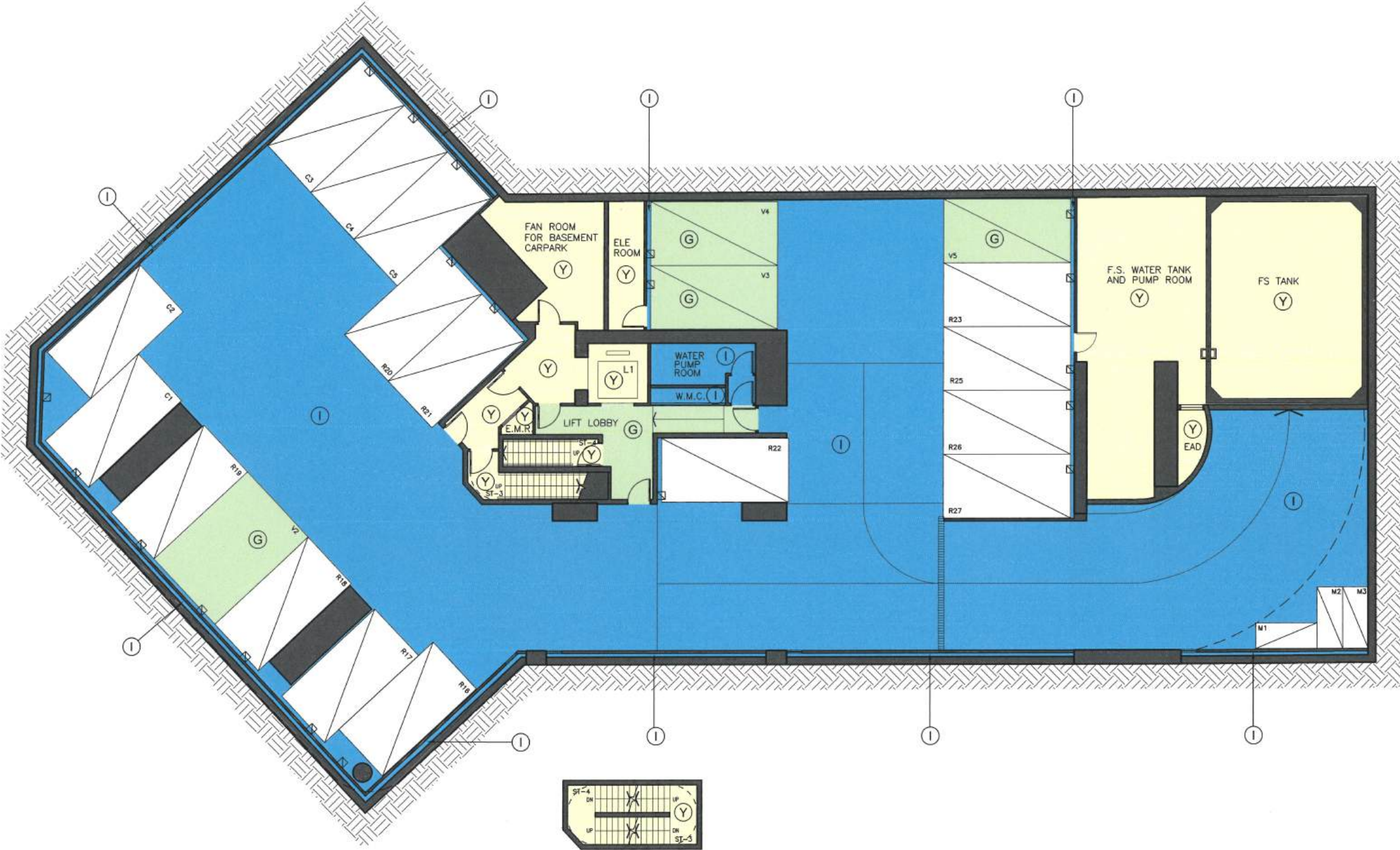
<sup>a</sup>[SEALED with the Common Seal of )  
 )  
 the Mortgagee and SIGNED by )  
 )  
 )  
 )  
 )  
 )  
 duly authorized by the board of )  
 )  
 directors, whose signature(s) is/are )  
 )  
 verified by / in the presence of :- )]

<sup>a</sup>[ SIGNED SEALED and )  
 DELIVERED )  
 )  
 by [insert name(s) of attorney(s)], the )  
 )  
 lawful attorney(s) of [insert name of )  
 )  
 mortgagee] whose signature(s) is/are )  
 )  
 verified by:- )  
 )  
 )  
 )]

***[ α To be deleted if the Mortgage has been released upon execution hereof.]***

ANNEX  
PLANS

COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



PART PLAN OF  
ST- 3 & ST- 4

LEGEND:

- (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (YELLOW)
- (I) PARKING COMMON AREAS AND FACILITIES (INDIGO)
- (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREEN)

- EAD EXHAUST AIR DUCT
- ELE ROOM ELECTRICAL ROOM
- E.M.R. ELECTRICAL METER ROOM
- F.S. FIRE SERVICE
- ST STAIRCASE
- W.M.C. WATER METER CABINET

BASEMENT 2 FLOOR PLAN  
(PLAN NO. : DMC - 01)  
(FOR IDENTIFICATION PURPOSES ONLY)  
(NOT TO SCALE)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

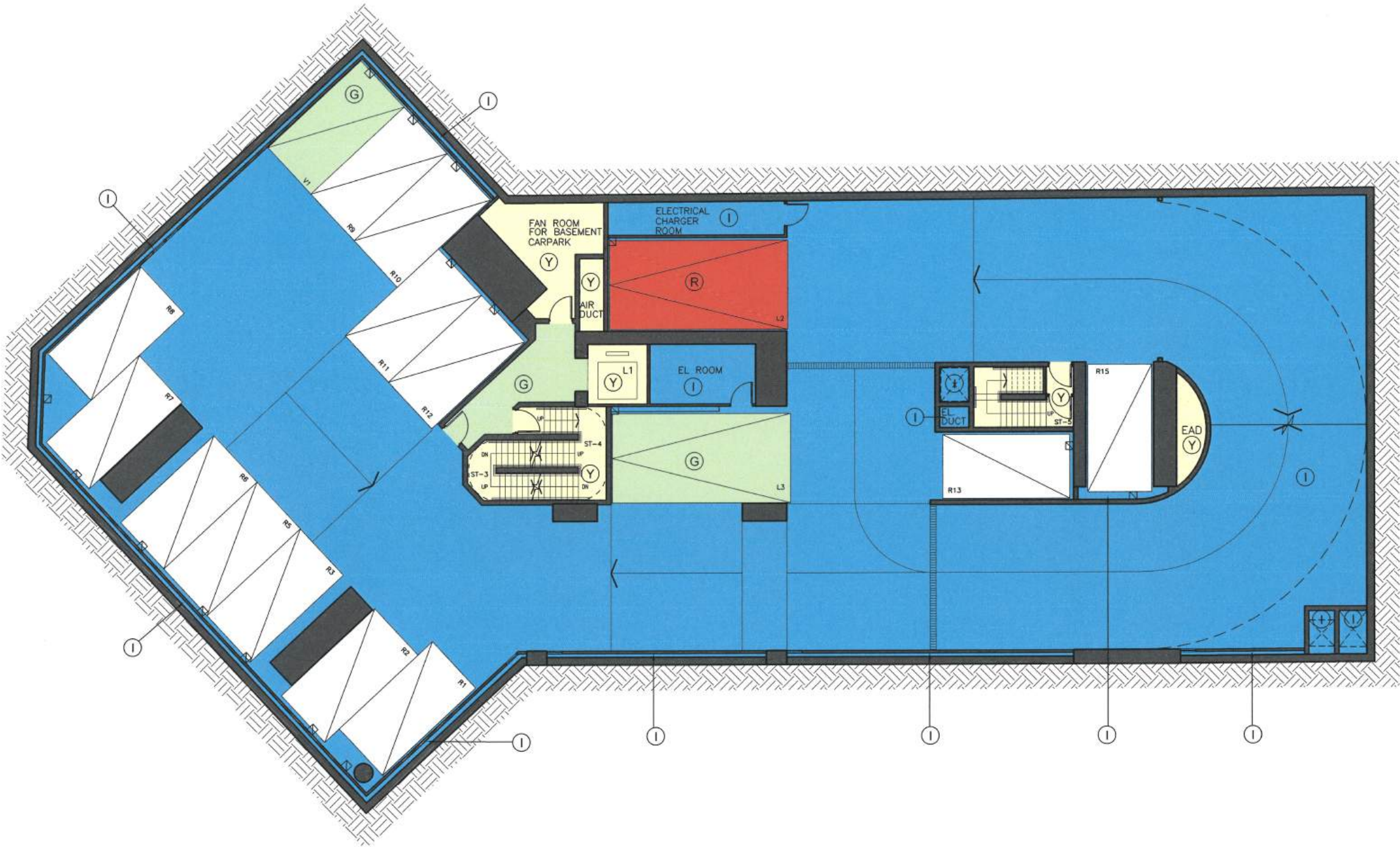
LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

LU TANG LAI ARCHITECTS LTD.  
呂鄧黎建築師有限公司

SEPTEMBER 2024



COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



LEGEND:

- (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (YELLOW)
- (I) PARKING COMMON AREAS AND FACILITIES (INDIGO)
- (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREEN)
- (R) COMMERCIAL COMMON AREAS AND FACILITIES (RED)

- EAD EXHAUST AIR DUCT
- EL DUCT ELECTRICAL DUCT
- EL ROOM ELECTRICAL ROOM
- ST STAIRCASE

**BASEMENT 1 FLOOR PLAN**  
(PLAN NO. : DMC - 02)  
(FOR IDENTIFICATION PURPOSES ONLY)  
(NOT TO SCALE)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

**LU TANG LAI ARCHITECTS LTD.**  
呂鄧黎建築師有限公司  
L T L

SEPTEMBER 2024



COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

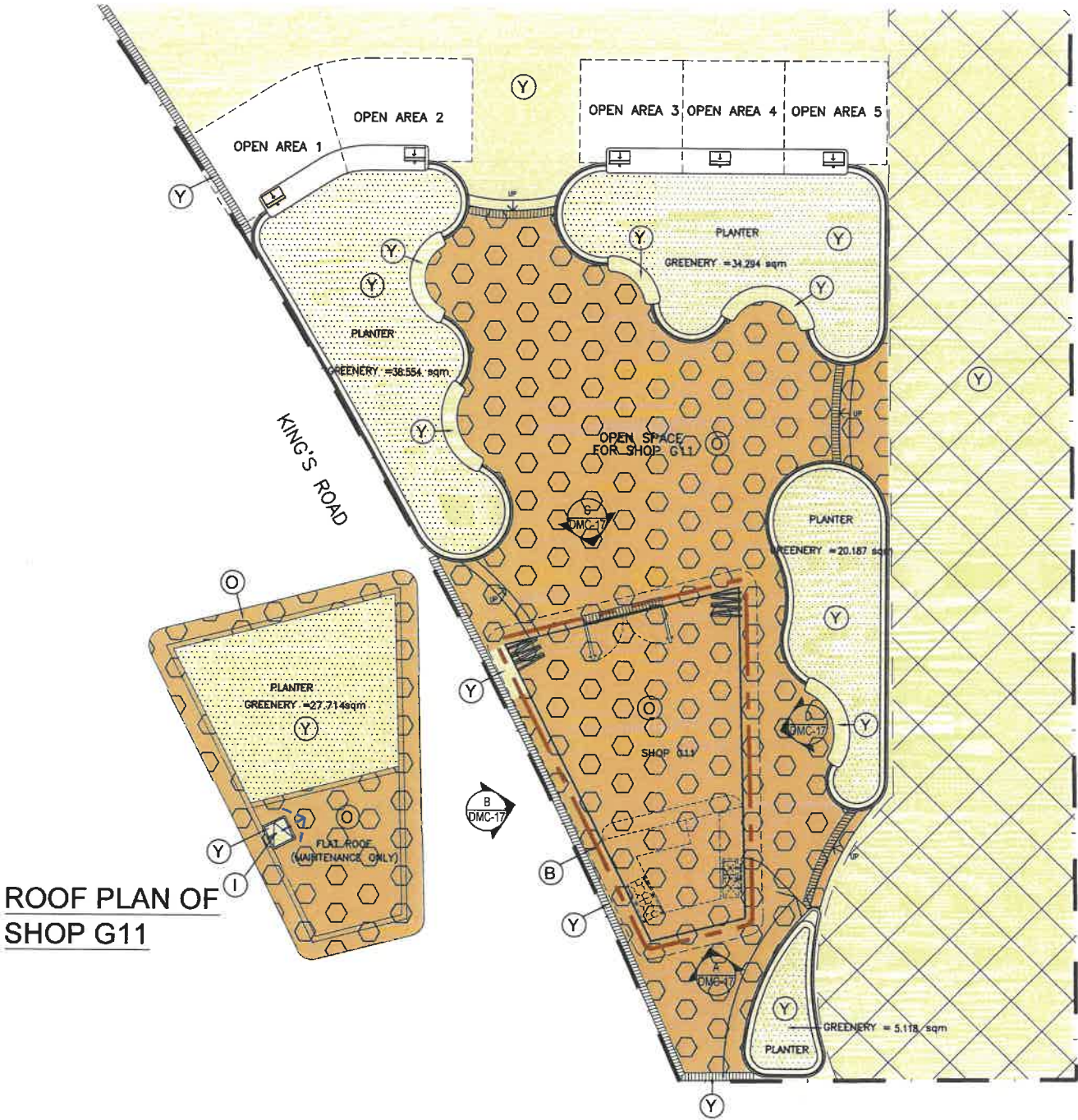
LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

**LU TANG LAI ARCHITECTS LTD.**  
**呂 鄧 黎 建 築 師 有 限 公 司**

SEPTEMBER 2024



COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



ROOF PLAN OF  
SHOP G11

LEGEND:

- ELEVATION MARK
- MAINTENANCE AND REPAIR ACCESS (INDIGO DOTTED LINE)
- SHOP G11 (ORANGE WITH BLACK HEXAGONS)
- DEVELOPMENT COMMON AREAS AND FACILITIES (YELLOW)
- GREENERY AREAS (DEVELOPMENT COMMON AREAS AND FACILITIES) (YELLOW STIPPLED BLACK)
- RIGHT OF WAY (DEVELOPMENT COMMON AREAS AND FACILITIES) (YELLOW CROSS-HATCHED BLACK)
- SPACE ACCESSIBLE FOR POWER-OPERATED ELEVATED PLATFORM (MAINTENANCE AND REPAIR ACCESS) (BROWN DOTTED LINE)

GROUND FLOOR PLAN  
(PLAN NO. : DMC - 04)  
(FOR IDENTIFICATION PURPOSES ONLY)  
(NOT TO SCALE)

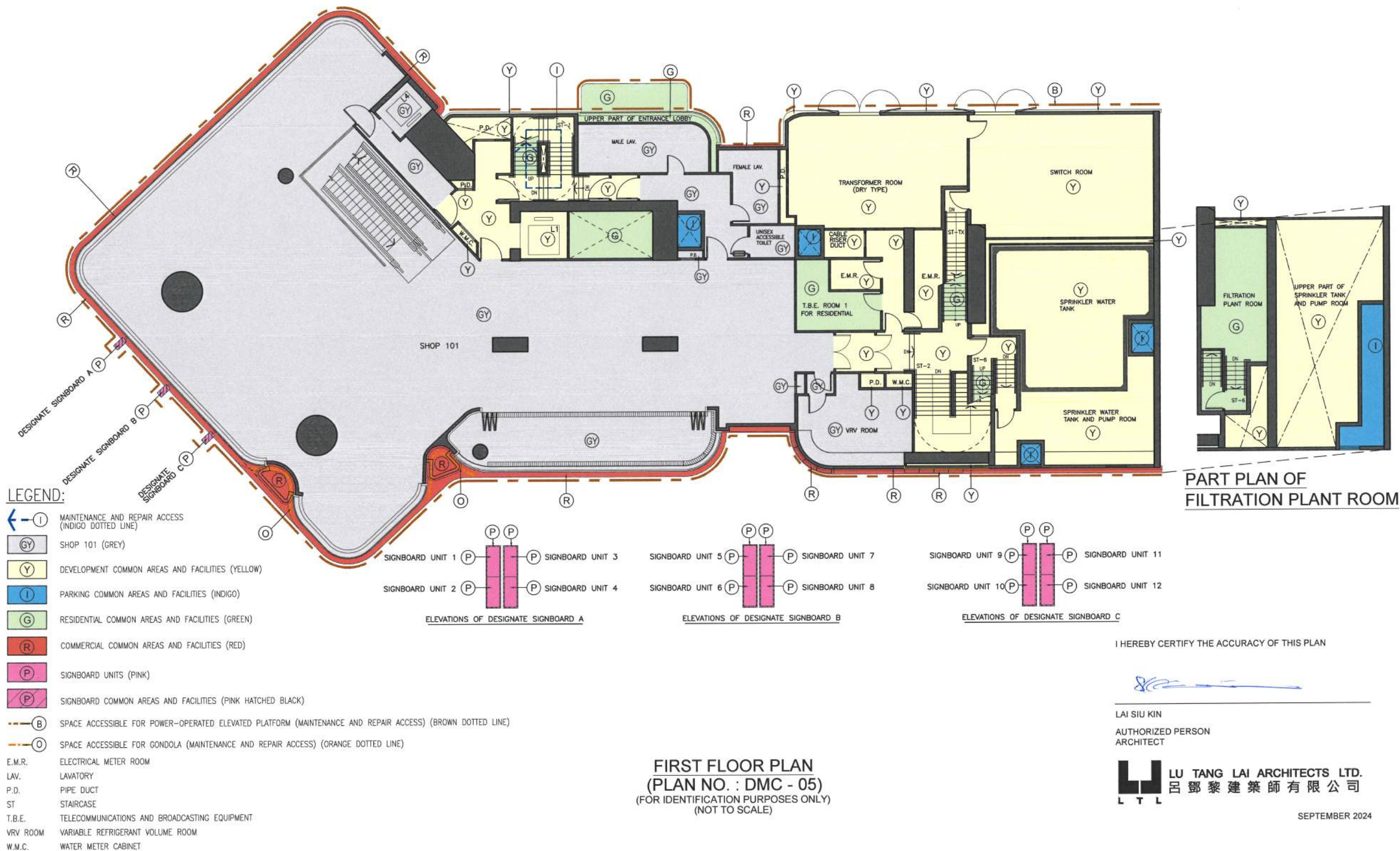
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

LU TANG LAI ARCHITECTS LTD.  
呂鄧黎建築師有限公司

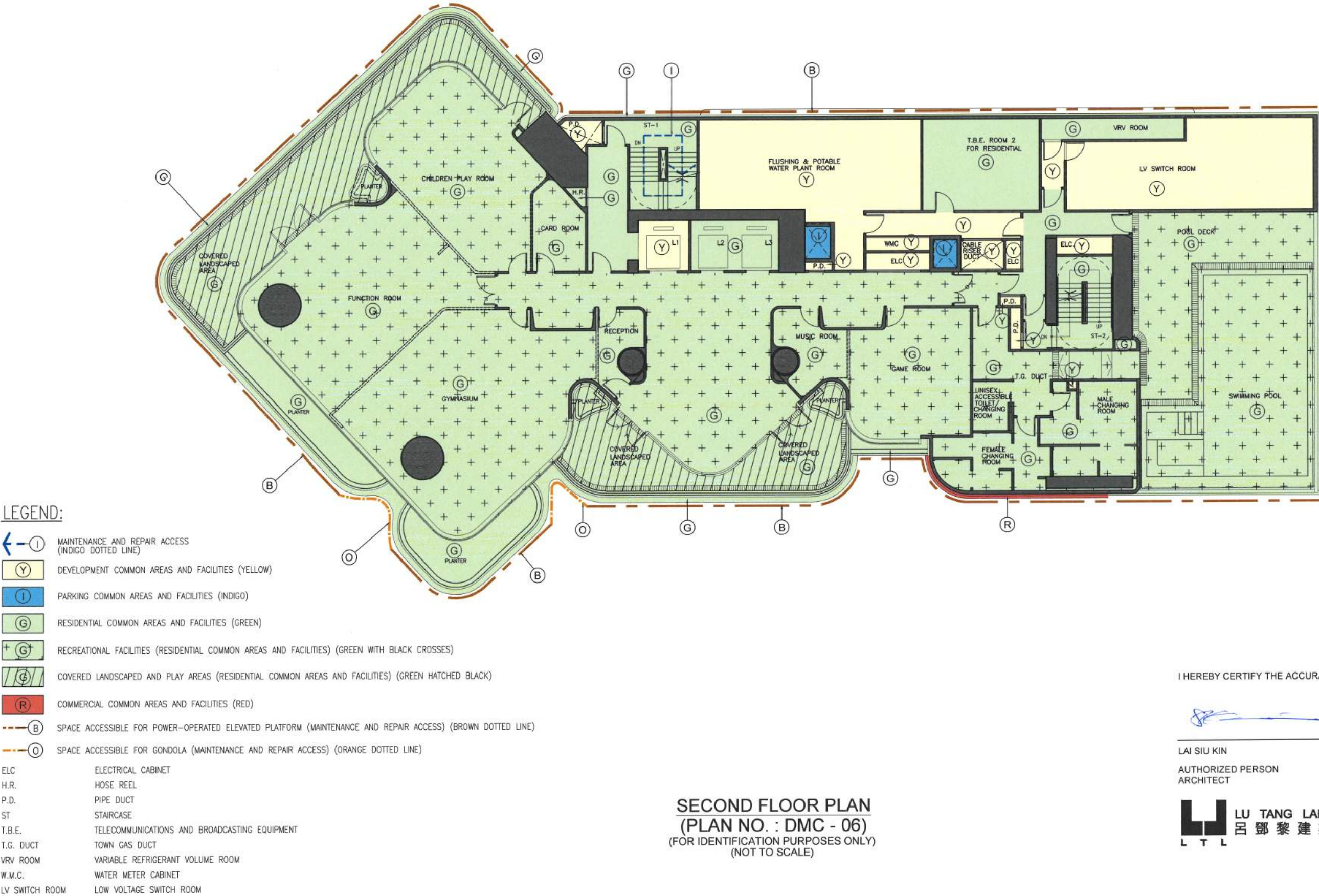


COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858





COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

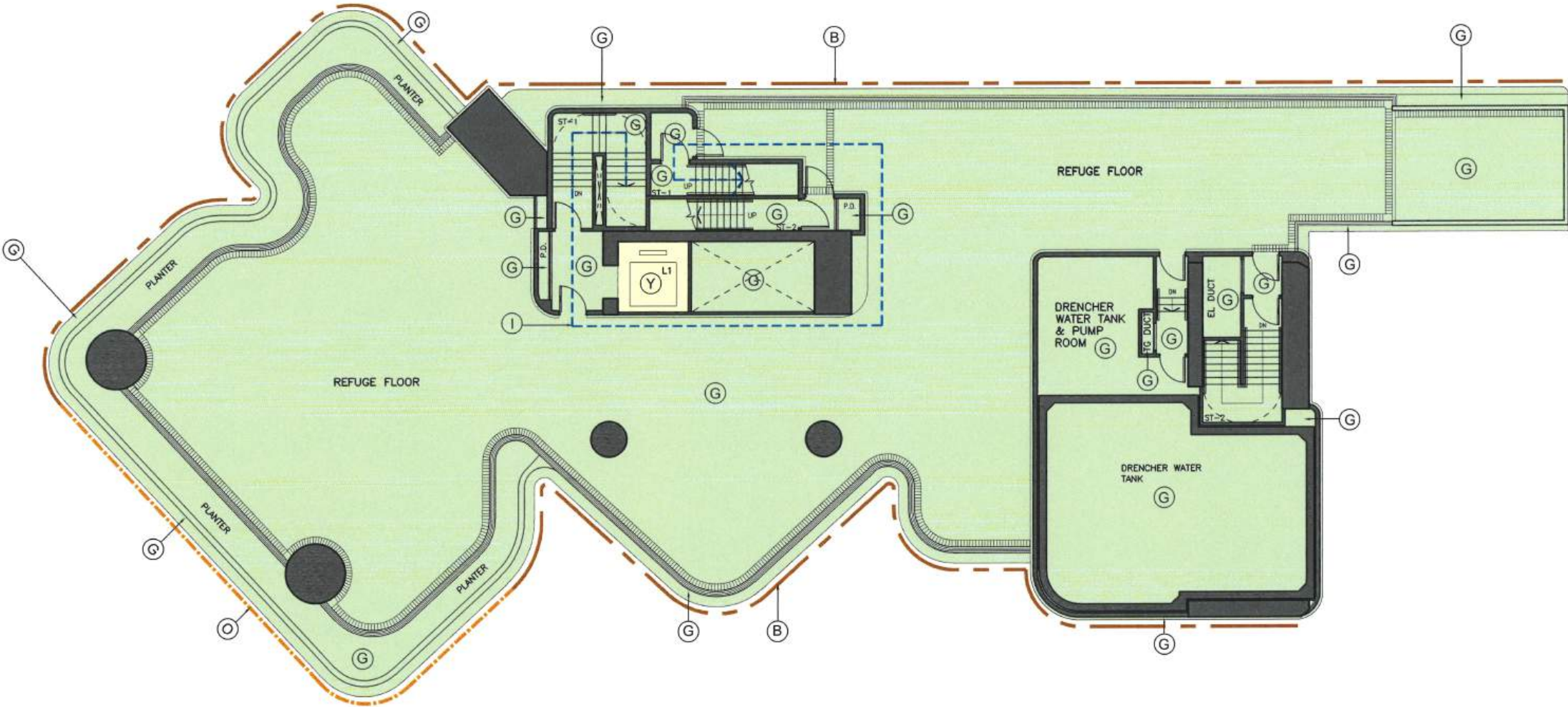
LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

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SEPTEMBER 2024



COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



LEGEND:

- MAINTENANCE AND REPAIR ACCESS (INDIGO DOTTED LINE)
- DEVELOPMENT COMMON AREAS AND FACILITIES (YELLOW)
- RESIDENTIAL COMMON AREAS AND FACILITIES (GREEN)
- SPACE ACCESSIBLE FOR POWER-OPERATED ELEVATED PLATFORM (MAINTENANCE AND REPAIR ACCESS) (BROWN DOTTED LINE)
- SPACE ACCESSIBLE FOR GONDOLA (MAINTENANCE AND REPAIR ACCESS) (ORANGE DOTTED LINE)
- EL DUCT ELECTRICAL DUCT
- P.D. PIPE DUCT
- ST STAIRCASE
- TG DUCT TOWN GAS DUCT

THIRD FLOOR PLAN  
(PLAN NO. : DMC - 07)  
(FOR IDENTIFICATION PURPOSES ONLY)  
(NOT TO SCALE)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

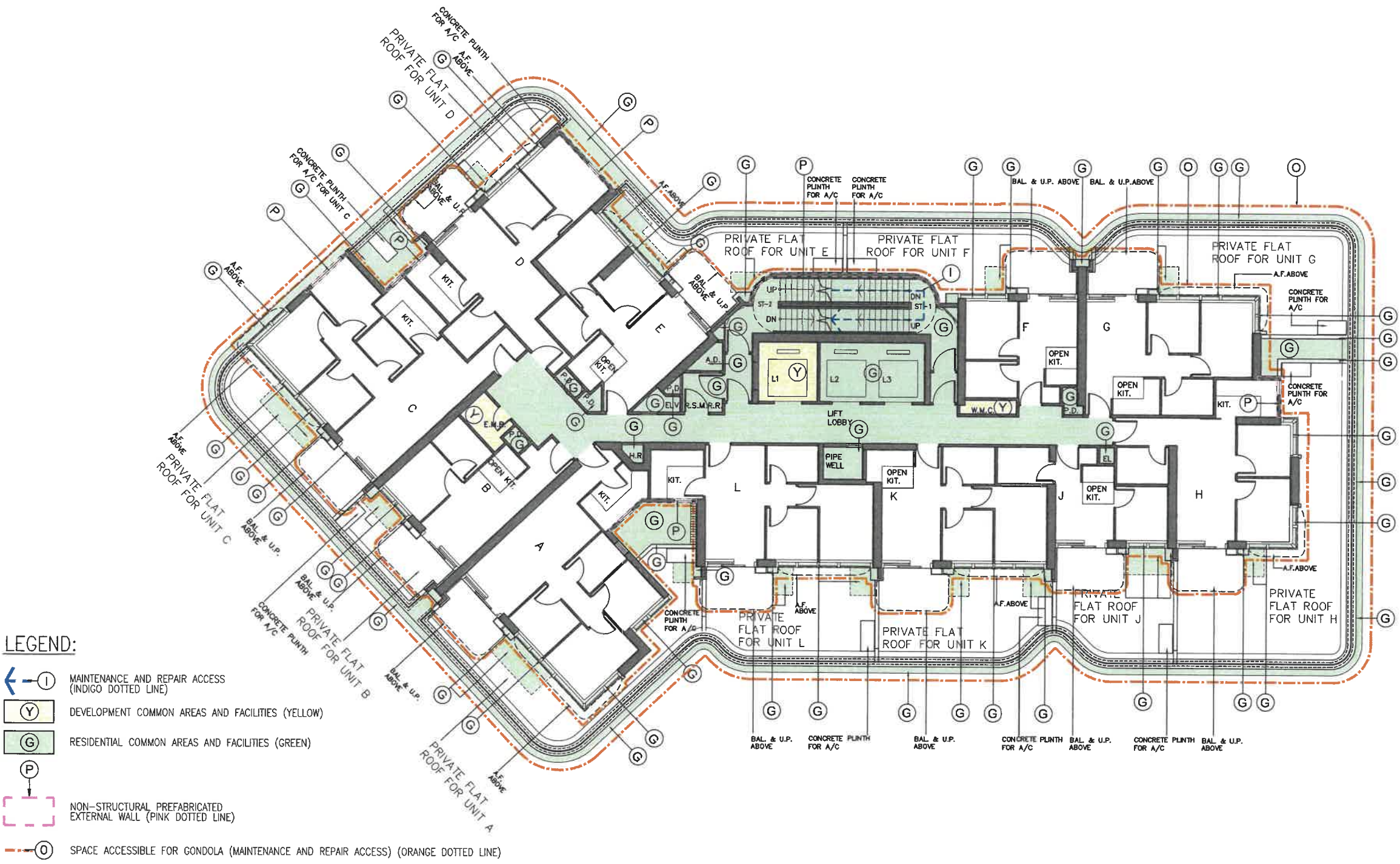
LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

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呂鄧黎建築師有限公司

SEPTEMBER 2024



COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



FIFTH FLOOR PLAN  
(PLAN NO. : DMC - 08)  
(FOR IDENTIFICATION PURPOSES ONLY)  
(NOT TO SCALE)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

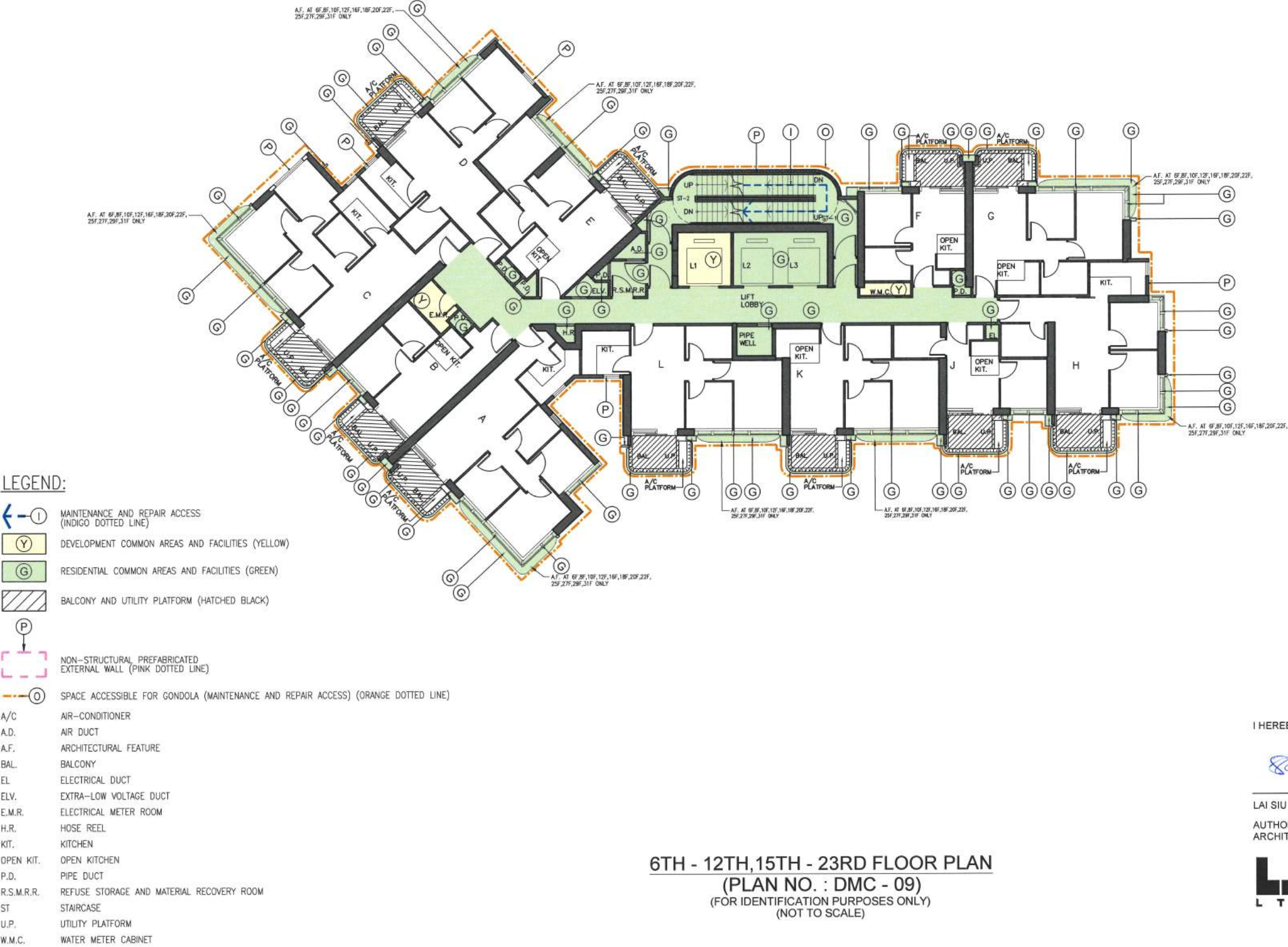
*[Signature]*

LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

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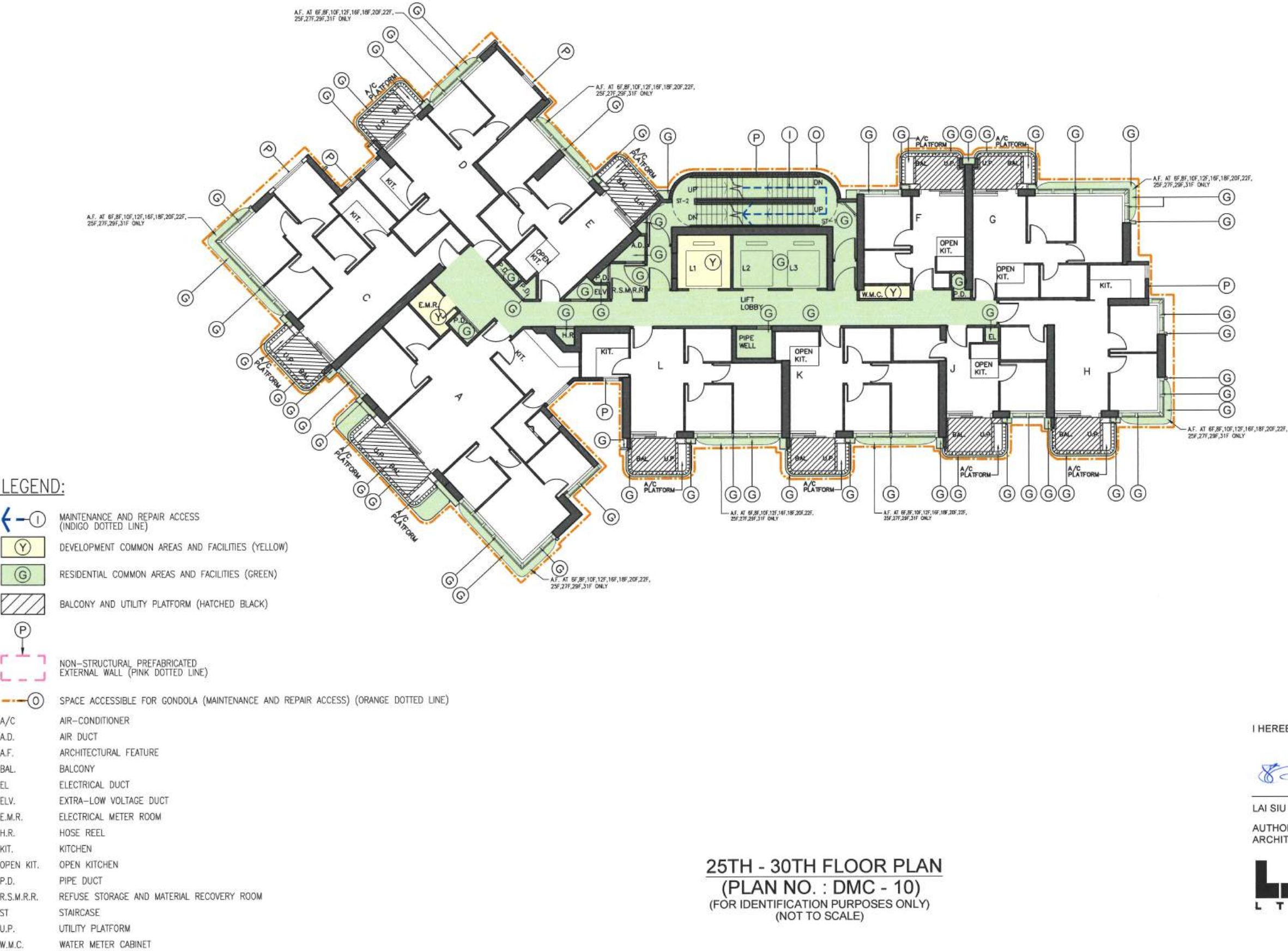


COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



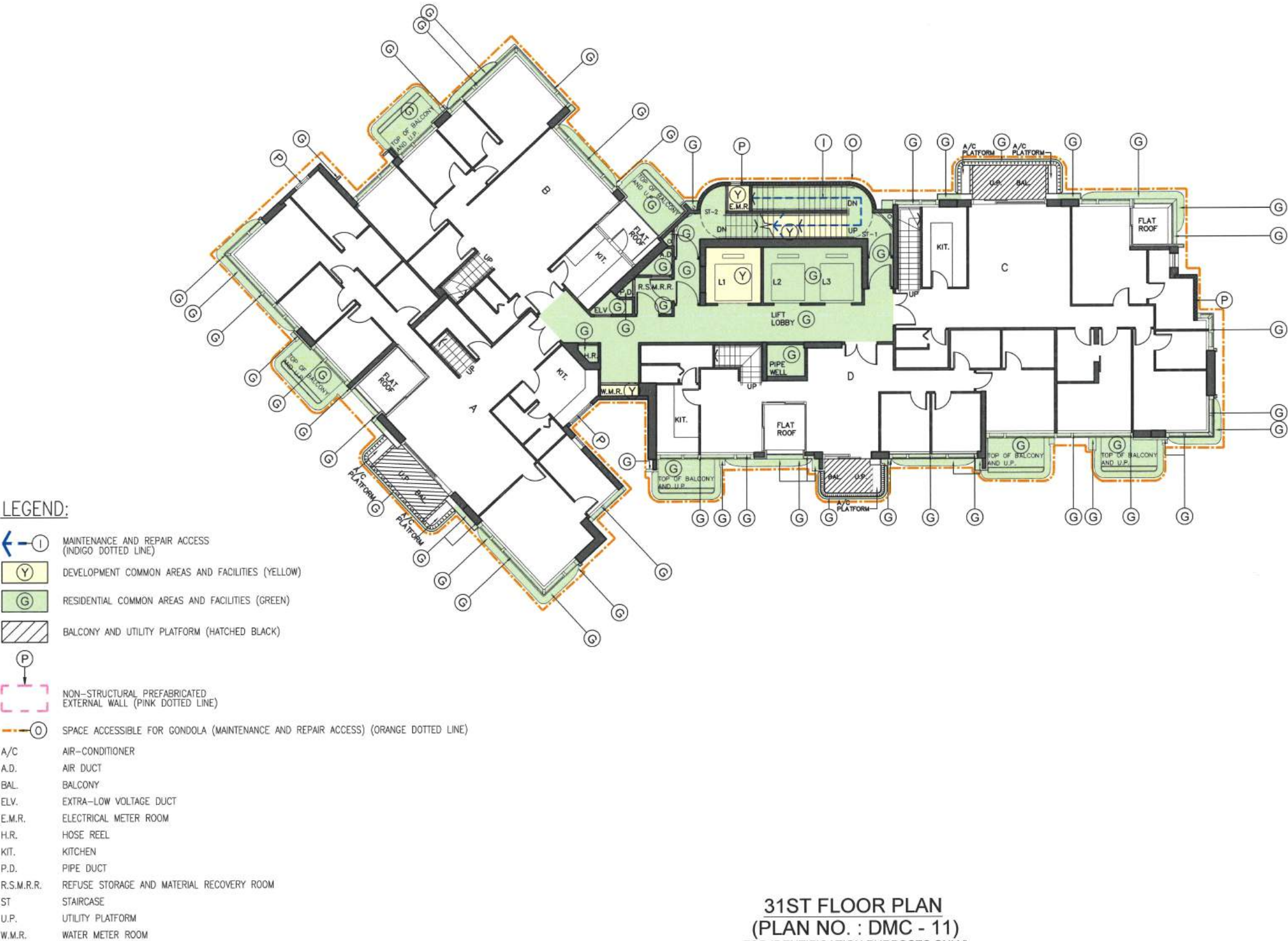


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COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

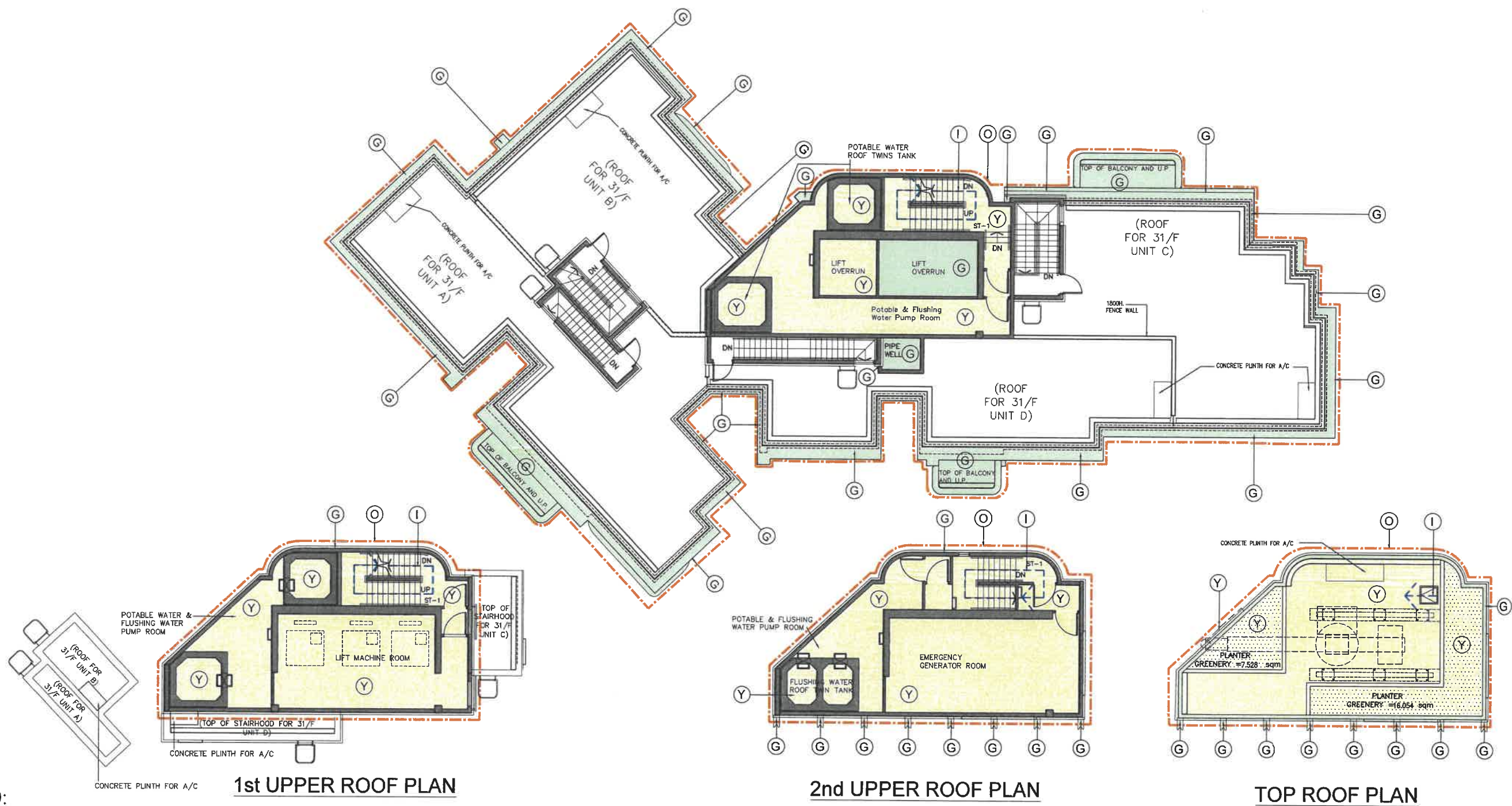
LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

**LU TANG LAI ARCHITECTS LTD.**  
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SEPTEMBER 2024



COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



LEGEND:

- MAINTENANCE AND REPAIR ACCESS (INDIGO DOTTED LINE)
- DEVELOPMENT COMMON AREAS AND FACILITIES (YELLOW)
- RESIDENTIAL COMMON AREAS AND FACILITIES (GREEN)
- GREENERY AREAS (DEVELOPMENT COMMON AREAS AND FACILITIES) (YELLOW STIPPLED BLACK)
- SPACE ACCESSIBLE FOR GONDOLA (MAINTENANCE AND REPAIR ACCESS) (ORANGE DOTTED LINE)
- A/C AIR-CONDITIONER
- ST STAIRCASE
- U.P. UTILITY PLATFORM

ROOF PLAN  
(PLAN NO. : DMC - 12)  
(FOR IDENTIFICATION PURPOSES ONLY)  
(NOT TO SCALE)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

LU TANG LAI ARCHITECTS LTD.  
呂鄧黎建築師有限公司

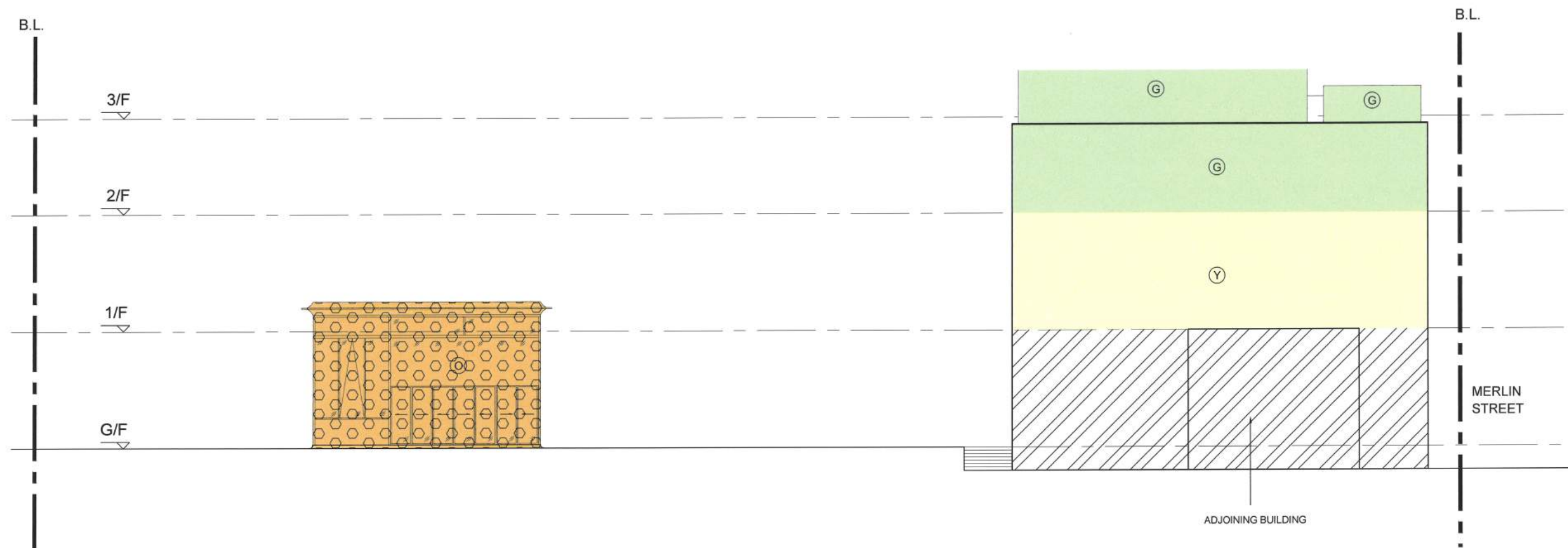
SEPTEMBER 2024



COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



LEGEND:

- (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (YELLOW)
- (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREEN)
- SHOP G11 (ORANGE WITH BLACK HEXAGONS)

ELEVATION 2  
(PLAN NO. : DMC - 14)  
(FOR IDENTIFICATION PURPOSES ONLY)  
(NOT TO SCALE)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

LU TANG LAI ARCHITECTS LTD.  
呂鄧黎建築師有限公司

SEPTEMBER 2024



COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



LEGEND:

- (Y) DEVELOPMENT COMMON AREAS AND FACILITIES (YELLOW)
- (R) COMMERCIAL COMMON AREAS AND FACILITIES (RED)
- (G) RESIDENTIAL COMMON AREAS AND FACILITIES (GREEN)
- (GY) SHOP 101 (GREY)
- (V) SHOP G01 (VIOLET)

ELEVATION 3  
(PLAN NO. : DMC - 15)  
(FOR IDENTIFICATION PURPOSES ONLY)  
(NOT TO SCALE)

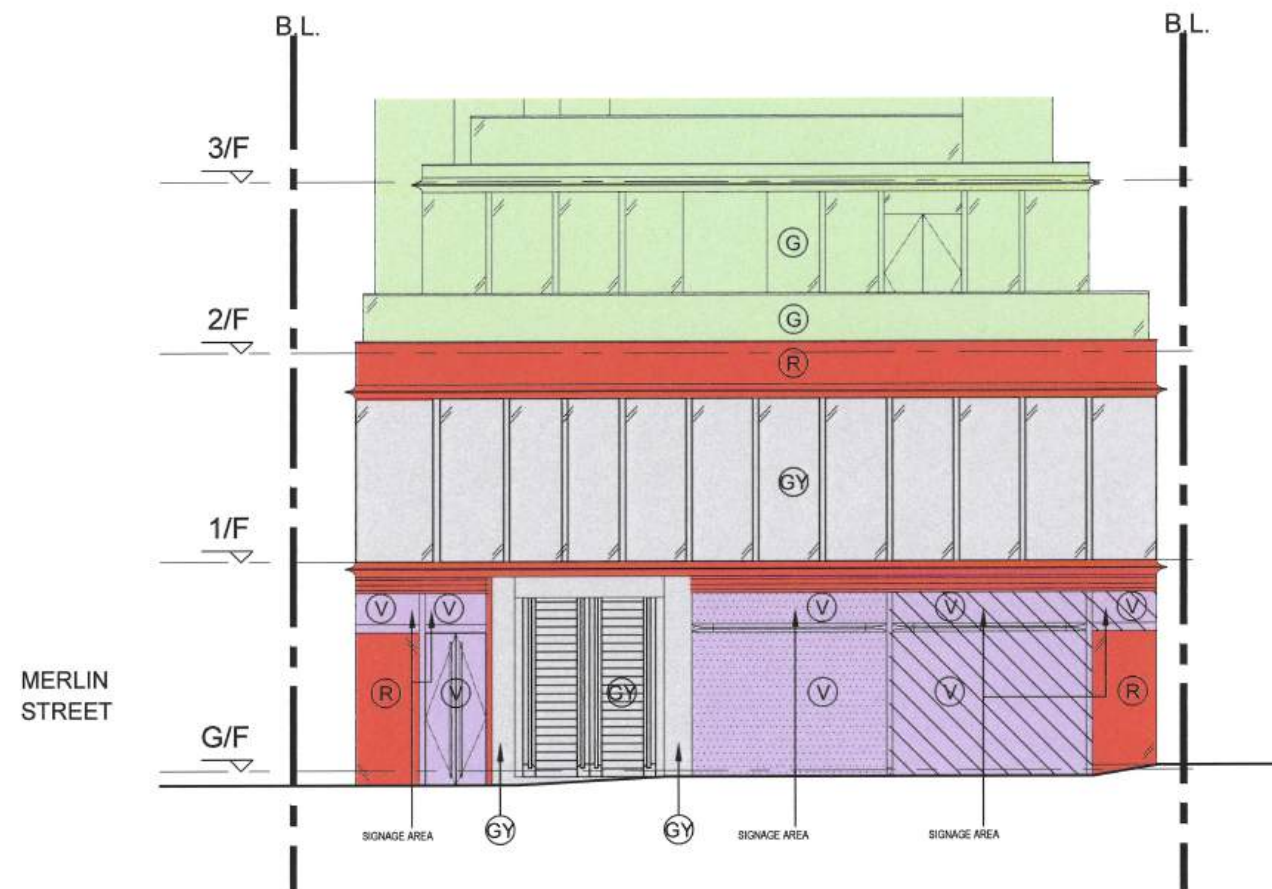
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT







LU TANG LAI ARCHITECTS LTD.  
呂鄧黎建築師有限公司

SEPTEMBER 2024

COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



LEGEND:

-  RESIDENTIAL COMMON AREAS AND FACILITIES (GREEN)
-  COMMERCIAL COMMON AREAS AND FACILITIES (RED)
-  SHOP 101 (GREY)
-  SHOP G01 (VIOLET)
-  SHOP G02 (VIOLET STIPPLED BLACK)
-  SHOP G03 (VIOLET HATCHED BLACK)

ELEVATION 4  
(PLAN NO. : DMC - 16)  
(FOR IDENTIFICATION PURPOSES ONLY)  
(NOT TO SCALE)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



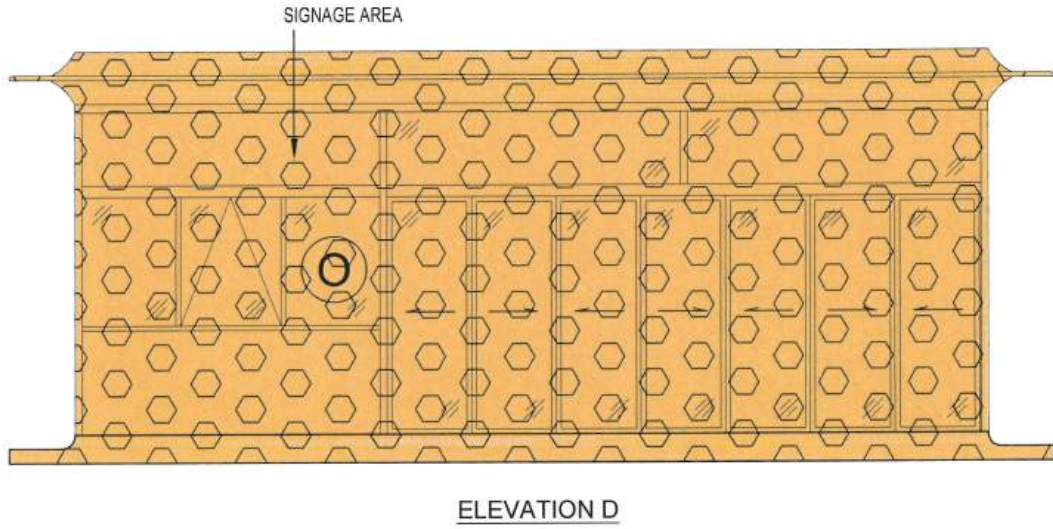
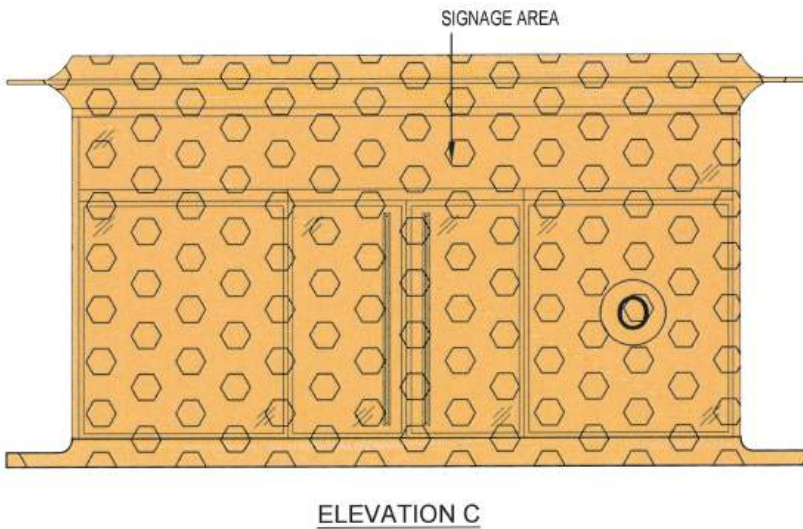
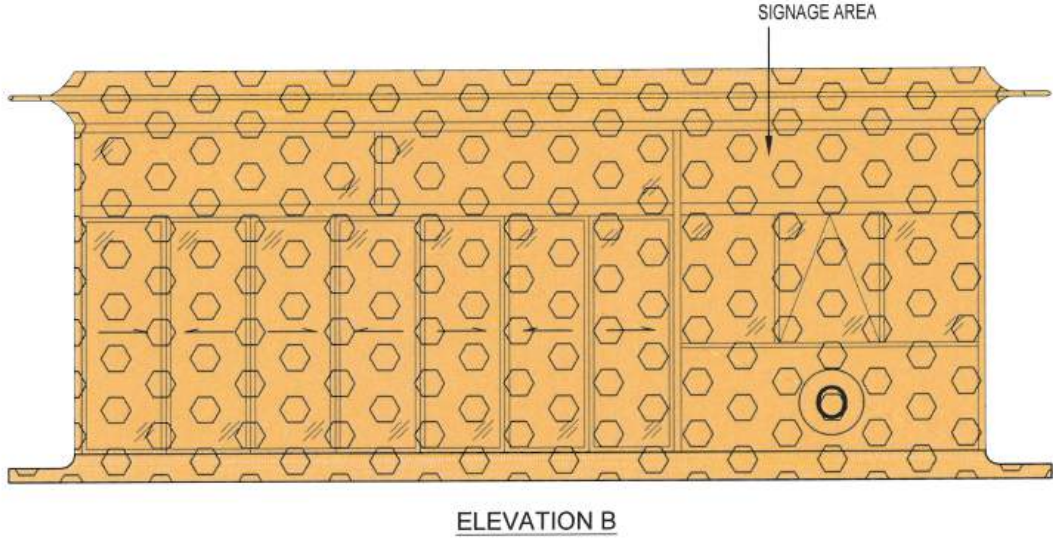
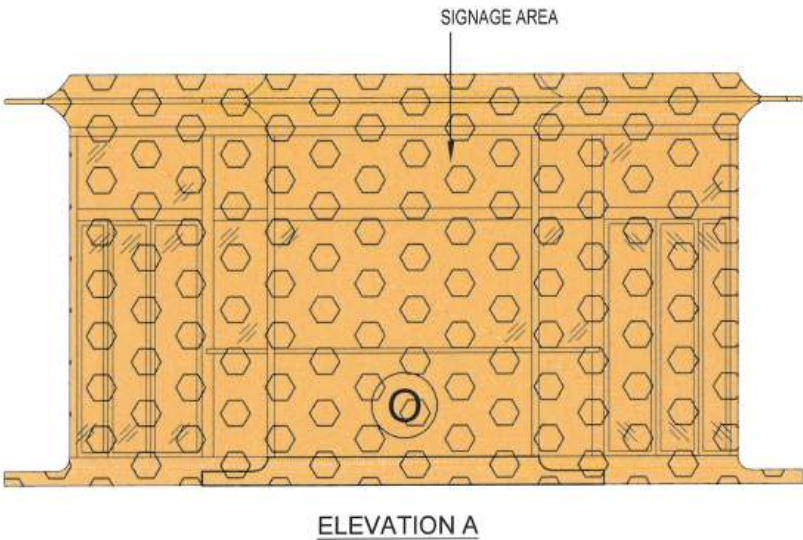
LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

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SEPTEMBER 2024



COMPOSITE DEVELOPMENT AT IL 2273 sA ss1, sD RP,  
sD ss1 RP, sO RP, sO ss1 RP, sG ss2 RP, sG RP, RP & EXT & IL 8858



LEGEND:

SHOP G11 (ORANGE WITH BLACK HEXAGONS)

SHOP G11 ELEVATIONS  
(PLAN NO. : DMC - 17)  
(FOR IDENTIFICATION PURPOSES ONLY)  
(NOT TO SCALE)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LAI SIU KIN  
AUTHORIZED PERSON  
ARCHITECT

LU TANG LAI ARCHITECTS LTD.  
呂鄧黎建築師有限公司

SEPTEMBER 2024