

Dated the _____ day of _____ 202

GOLDEN UNITED DEVELOPMENT LIMITED

AND

[]

AND

**JONES LANG LASALLE
MANAGEMENT SERVICES LIMITED**

AND

HANG SENG BANK LIMITED

**DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT**

**in respect of
LOT NO.763 IN DEMARCATION DISTRICT NO.332**

IU, LAI & LI,
Solicitors,
Rooms 2201, 2201A & 2202, 22nd Floor,
Tower 1, Admiralty Centre,
No.18 Harcourt Road,
Hong Kong.

Ref. : DOL/PPOH CON:99053

INDEX

- (1) Parties
- (2) Recital
- (3) Definition and Interpretation
- (4) Section I – Rights and Obligations of Owners
- (5) Section II – Additional Rights of the First Owner
- (6) Section III – Manager and Management Charges
- (7) Section IV – Exclusions and Indemnities
- (8) Section V – Owners’ Committee
- (9) Section VI – Meeting of Owners
- (10) Section VII – Extinguishment of Rights
- (11) Section VIII – Miscellaneous Provisions
- (12) Section IX – Obligation of the Mortgagee
- (13) First Schedule – Allocation of Undivided Shares
- (14) Second Schedule – Easements, Rights, Privileges and Obligations
- (15) Third Schedule – Covenants, Provisions and Restrictions to be observed and performed by Owners
- (16) Fourth Schedule - Allocation of Management Units
- (17) Fifth Schedule – Works and Installations

THIS DEED
BETWEEN :-

(1) GOLDEN UNITED DEVELOPMENT LIMITED (嘉源發展有限公司) whose registered office is situate at Suites 3008-10, 30/F., Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,

(2)

("the Second Owner" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part;

(3) JONES LANG LASALLE MANAGEMENT SERVICES LIMITED whose registered office is situate at 7th Floor, Dorset House, 979 King's Road, Hong Kong ("the Manager") of the third part, and

(4) HANG SENG BANK LIMITED whose registered office is situate at [] ("the Bank") of the fourth part.

WHEREAS :-

(1) Immediately prior to the said Assignment to the Second Owner hereinafter referred to, the First Owner was the registered owner and in possession of the Land which is held under the Government Grant subject to the Security Documents.

(2) The First Owner has developed the Development on the Land in accordance with the Building Plans.

(3) For the purposes of sale, the Land and the Development have been notionally divided into 11,496 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.

(4) By a partial release bearing even date but executed immediately prior to the said Assignment hereinafter recited, all that the Second Owner's House was released by the Bank to the First Owner from the Security Documents.

(5) By an Assignment bearing even date herewith and made between the First Owner of the one part and the Second Owner of the other part ("the said Assignment") and for the consideration therein expressed, the First Owner assigned unto the Second Owner the Second Owner's House.

- (6) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Development and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Land and the Development.
- (7) The Bank joins in as a party to the Deed for the purpose of confirming its agreement to the provisions hereof.
- (8) The Director of Lands has approved the terms of this Deed in accordance with Special Condition No. (17)(a) of the Government Grant.
- (9) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.
- (10) Any headings and sub-headings in this Deed are included merely for ease of reference and guidance only and do not form part of this Deed nor shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.
- (11) In interpreting this Deed the "ejusdem generis" rule of construction shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- (12) Where an Owner comprises two or more persons and/or corporations, all obligations imposed on an Owner under this Deed (expressed or implied) are imposed on and bind such persons and/or corporations jointly and severally.
- (13) Any reference in this Deed to a specific ordinance includes a reference to any statutory extension, amendment, modification or re-enactment thereof and any subsidiary legislation made under such ordinance or its extension, amendment, modification or re-enactment and any general reference to "ordinance" or "ordinances" includes any ordinance already or in the future to be passed and the subsidiary legislation made thereunder.
- (14) The Owners' obligations imposed by each Clause or sub-clause of this Deed shall not be restrictively construed and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from other Clauses and sub-clauses of this Deed, and each Owner shall observe, obey and comply with each of the obligations imposed herein as a separate and distinct obligation.

- (15) The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors-in-title and assigns and the benefit and burden thereof shall be annexed to every part of the Land and the Development held therewith.

NOW THIS DEED WITNESSETH as follows :-

DEFINITION AND INTERPRETATION

DEFINITIONS :-

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

"Authorized Person" means Mr. Ng Kwok Fai of LWK & Partners (HK) Limited and any other replacement authorized person for the time being appointed by the First Owner under section 4(1)(a) or (2) of the Buildings Ordinance, Cap.123 as a co-ordinator of building works for the Development.

"Brown Area" means the Brown Area referred to in Special Condition No.(14)(a) of the Government Grant, upon which the Owners are granted by the Government a non-exclusive right to pass and repass at all times for all purposes connected with the proper use and enjoyment of the Land.

"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 2/9005/18 and includes any amendment thereto as approved by the Building Authority.

"Car Parking Space" means a parking space for the parking of motor vehicles belonging to the residents of a House and their bona fide guests, visitors or invitees (excluding the Visitors' Parking Spaces) pursuant to Special Condition No.(20)(a)(i) of the Government Grant and "Car Parking Spaces" shall be construed accordingly.

"Common Areas" means those parts of the Development intended for the common use and benefit of Owners of the Development as a whole (and not just any particular House) and which are subject to the provisions of this Deed and all subsisting rights and rights of way (if any) under the Government Grant to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Development which said parts include but not limited to the foundations, columns, beams and other structural supports and elements, the Slopes and Retaining Walls (but excluding the Green Hatched Black Area), passages, entrances, walkways, paths, stairways, staircases, landings, platforms, the external walls of the Development (but excluding those forming part of any House), Greenery Area, the Visitors' Parking Spaces including the Disabled Parking Space, Loading and Unloading Bay, driveway, liquefied petroleum gas cabinets, fire alarm panel, China Light Power service end box metering

equipment, customer's main switch, water pump cabinet, water meter cabinet, electrical cabinet, surface channel (including the surface channel within the garden of House 1), on-grade planting areas, planting area, planters, landscape gardens, terrace and such additional areas of the Development as may at any time be designated as Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed provided that, where any parts of the Development shall fall under the definition of "common parts" set out in Section 2 of the Ordinance and which are for the common use and benefit of all the Owners and Occupiers of the Development, such parts shall be deemed to have been included and form part of the Common Areas and the Common Areas are for the purpose of identification shown coloured Orange and Orange Hatched Black on the DMC Plans (certified as to their accuracy by the Authorized Person) annexed hereto.

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Facilities" means all those facilities and installation in the Development used in common by or installed or intended for the common use and benefit of the Development as a whole as part of the amenities thereof and not just for the exclusive benefit of any particular part thereof which are subject to the provisions of this Deed to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Development and includes but not limited to sewers, drains, gutters, manholes, storm water drains, water courses, channels, water mains, cables, pipes, wires, ducts, flushing mains, fresh water mains, gas valve, fire services installations, fire fighting equipment, fire hydrant, hose reel system, sprinkler system, fire alarm system, emergency generator, emergency lighting system, portable appliances, exit signs, visual fire alarm system, security equipment and facilities, ventilation fans, lights, lightning post, lightning rods, sanitary fittings, refuse disposal equipment, equipment, plant and machinery and other like installations, facilities or services.

"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 "the Arcana 嵐玥" .

"Development Rules" means any rules and regulations for the time being regulating the use, occupation and maintenance of the Land and the Development and the building structures, facilities, services or amenities thereof and the conduct of persons occupying using or visiting the same formulated pursuant to Clause 40 of this Deed.

"Disabled Parking Space" means the car parking space in the Development for the parking of motor vehicles by disabled person(s) within the meaning of the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests, visitors or invitees of the residents of the Development in accordance with Special condition No.(20)(b) of the Government Grant.

"DMC Plans" means the plans attached to this Deed showing the Common Areas (including the Greenery Area) and other parts of the Development and the accuracy of such plans is certified by the Authorized Person.

"First Owner" means Golden United Development Limited.

"Government" means the Government of Hong Kong.

"Government Grant" means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of the Land, namely Agreement and Conditions of Sale deposited and registered at the Land Registry as New Grant No.22525 dated the 13th day of September 2017 and made between the First Owner of the one part and the Government of the other part (as the same may be varied or modified from time to time with the consent of the Director of Lands) under which the Owners of the Land are entitled, subject to the fulfilment of the conditions therein, to the grant of a Government lease of the Land for the residue of the term of 50 years commencing from the 13th day of September 2017.

"Green Hatched Black Area" means the Green Hatched Black Area referred to in Special Condition No.32(a) of the Government Grant.

"Greenery Area" means the Greenery Area referred to in Special Condition No.(10)(b)(ii) of the Government Grant which is for the purpose of identification shown and coloured Orange Hatched Black on the DMC Plans annexed hereto and the accuracy of such plans is certified by the Authorized Person.

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

"House" means any one of the detached houses including the Car Parking Space, balcony, flat roofs, roofs, garden (excluding the surface channel within the garden of House 1), terrace, stairhood, the Void, lift, swimming pool, canopy, external walls, claddings and finishes of the house, the concrete walls and fence walls of the house or garden, glass and metal parapets/balustrade/fences of the house, foundations, columns, beams and other structural supports and elements of the house, internal partitions and walls, windows, window frames and sealant around window frames forming part of the house, all sanitary appliances in the house, all systems, equipment, facilities, machinery, fixtures, fittings, conduits serving exclusively the house in the Development intended for residential use in accordance with the Building Plans and any addition or alteration works as approved by the Government (if required) from time to time; and "Houses" shall be construed accordingly and "his House" in relation to an Owner means the House or Houses in respect of which that Owner as between himself and the Owners or Occupiers of other parts of the Development, has the full and exclusive right and privilege to hold use occupy and enjoy. For the avoidance of doubt, the surface channel within the garden of House 1 forms part of the Common Areas and does not form part of House 1.

"Land" means all that piece or parcel of land registered in the Land Registry as Lot No.763 in Demarcation District No.332.

"maintain" means to repair, uphold, support, renew, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace and decorate or such of the foregoing as may be applicable in the circumstances and in the interest of good Development management and "maintenance" shall be construed accordingly.

"management" means all duties and obligations to be performed and observed by the Manager in relation to the Development pursuant to the Government Grant or as herein provided.

"Management Budget" means the budget to be prepared for the Development more particularly described in Clause 14(a) hereof.

"Management Charges" means collectively the Management Expenses and the Manager's Fee.

"Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Development as a whole and in particular the Common Areas and Facilities.

"Management Funds" means all monies received, recovered or held by the Manager for the use and benefit of the Development pursuant to this Deed.

"Management Units" means the units which are allocated to the Houses for the purpose of determining the amount of contribution towards the Management Charges as set out in the Fourth Schedule hereto.

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

"Manager's Fee" means the remuneration of the Manager as hereinafter provided.

"Loading and Unloading Bay" means the loading and unloading area of the Development for the loading and unloading of goods vehicles in connection with the Development provided in accordance with Special Condition No.(21) of the Government Grant, which for the purpose of identification is shown and coloured Orange and marked "Loading/Unloading" on the DMC Plan No.DMC-001 annexed to this Deed, the accuracy of such plan is certified by the Authorized Person.

"Non-enclosed Areas" mean the balconies and the covered areas underneath the same forming part of the House, the locations of which are for identification purpose respectively shown in the DMC Plans annexed hereto and thereon respectively marked "BAL", and "BAL ABOVE" respectively and coloured Purple and the accuracy of such plans is certified by the Authorized Person, and a "Non-enclosed Area" shall be construed accordingly.

"Occupation Permit" means a temporary or permanent occupation permit issued by the Building Authority in respect of the Development or any part or parts thereof.

"Occupier" means any person occupying or using a House with the consent, express or implied, of an Owner who owns the House, including without prejudice to the generality thereof any tenant, any member of the Owner's or tenant's family and any of the Owner's or tenant's servants, agents, invitees and licensees and visitors.

"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.

"Second Owner's House" means all those [] Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That [] of the Development.

"Security Documents" means the Building Mortgage on the Land and the Development dated 28th December 2018 and registered in the Land Registry by Memorial No.19010802380149.

"Slope Maintenance Guidelines" means "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time).

"Slope Maintenance Manual" means the slope maintenance manual for the Slopes and Retaining Walls prepared in accordance with the Slope Maintenance Guidelines.

"Slopes and Retaining Walls" means all slopes, slope treatment works, retaining walls and other structures, within or outside the Land including but not limited to the Green Hatched Black Area the maintenance of which is the liability of the Owners under the provisions of the Government Grant and/or this Deed as shown and coloured Indigo on the Slopes and Retaining Walls Plan of the DMC Plan No.DMC-006 annexed to this Deed and certified as to their accuracy by the Authorized Person. The Slopes and Retaining Walls are required for and maintained by the Owners of the Land under the conditions of the Government Grant and this Deed.

"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.

"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).

"Visitors' Parking Spaces" means those parking spaces in the Development for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of a House in accordance with Special Condition No.(20)(a)(iii) of the Government Grant which for identification purpose are shown coloured Orange and marked "Visitors' Parking Space" on the DMC Plan No.DMC-001 annexed to

this Deed, the accuracy of such plan is certified by the Authorized Person and "Visitors' Parking Space" shall be construed accordingly.

"Void" means the void in a House which for the purpose of identification is shown and marked "Void" on the DMC Plan No.DMC-003 annexed to the Deed, the accuracy of such plan is certified by the Authorized Person.

"Works and Installations" means all major works and installations in the Development as set out in Fifth Schedule hereto which will require regular maintenance on a recurrent basis.

"Works and Installations Maintenance Manual" means the maintenance manual for the Works and Installations compiled by the First Owner.

SECTION I

RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed (and the Security Documents insofar as it is subsisting) has the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Second Owner the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the Second Owner's House assigned to the Second Owner as aforesaid and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the Second Owner by the said Assignment AND SUBJECT TO the provisions of this Deed so far as they are still subsisting.
2. The Second Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the Second Owner's House assigned to the Second Owner by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.
3. Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed set out in the SECOND SCHEDULE hereto.
4. The Owner or Owners for the time being of each Undivided Share (including the First Owner) shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the THIRD SCHEDULE hereto so far as the same relate to such Undivided Share held by him or them.
5. (a) Subject to the Government Grant and this Deed, 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.

- (b) Subject to the provisions of this Deed, the rights of the Manager and the Development Rules, every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Common Areas for all purposes connected with the proper use and enjoyment of his House.
- 6.
- (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten (10) years.
 - (b) The right to the exclusive use, occupation and enjoyment of a flat roof, stairhood, garden or Non-enclosed Area shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the House with which the flat roof, stairhood, garden or Non-enclosed Area is held.
 - (c) The right to the exclusive use, occupation and enjoyment of a House shall not be sold, assigned, mortgaged, charged, leased or disposed of except as a whole to the intent that each House shall be owned occupied or used as a single residence.
 - (d) The right to the exclusive use, occupation and enjoyment of a Car Parking Space appertaining to a House shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from a House with which the Car Parking Space is held.
 - (e) The Car Parking Spaces shall not be used otherwise than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Houses and their bona fide guests, visitors or invitees in accordance with the Government Grant.
 - (f) The Visitors' Parking Spaces shall not be used otherwise than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Houses.

7. (a) The Owners are obliged under Special Condition No.(32) of the Government Grant to, at their own expense, maintain in good and substantial repair and condition to the satisfaction of the Director of Lands the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon and carry out such other works in compliance with and pursuant to Special Condition No.(32) of the Government Grant.
- (b) The Owners are obliged under Special Condition No.(14) of the Government Grant to, at their own expenses uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director of Lands and carry out such other works in compliance with and pursuant to Special Condition No.(14) of the Government Grant.

SECTION II

ADDITIONAL RIGHTS OF THE FIRST OWNER

8. Each and every Owner covenants with the First Owner (which for the purposes of this Clause shall exclude its successors and assigns) with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the sole, absolute and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit and without the consent or concurrence of any other Owners, the Owners' Committee, the Owners' Corporation or the Manager (save as otherwise restricted as in below) to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and conferred upon the First Owner:-
- (a) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof Provided That the exercise of the right under this sub-clause shall be subject to the approval of the Owners at an Owners' meeting and such amendment, variation or modification will not interfere with the Owners' right to hold and the exclusive use occupation and enjoyment of their Houses or impede or restrict their access to and from their Houses or affect an Owner's right and interest in the Land and the Development and Provided That the exercise of the right under this Clause shall be restricted to only the Houses remaining unsold or otherwise owned or retained by the First Owner Provided Further That all costs and expenses involved in the exercise of the rights shall be solely borne by the First Owner.

- (b) The right at any time hereafter subject to the approval of the Director of Lands (if such approval is necessary) and the Building Authority (if required) to amend the Building Plans Provided That such amendment will not interfere with the Owner's right to hold and the exclusive use occupation and enjoyment of their Houses or impede or restrict their access to and from their Houses or affect an Owner's right and interest in the Land and the Development and Provided That the exercise of the right under this Clause shall be restricted to only the Houses remaining unsold or otherwise owned or retained by the First Owner. In exercise of the right under this Clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.
- (c) The right at any time hereafter to enter into any part of the Land and the Development (save and except any House the exclusive right to the occupation and enjoyment of which has been sold or assigned by the First Owner) whether with or without contractors, servants, agents, workmen, or other persons authorized and with all necessary tools, equipment, plant and materials for the purposes of completing the construction of the Development Provided That (a) the right to enter the Land and the Development under this Clause shall be limited to the time prior to the issuance of the Certificate of Compliance; (b) in the exercise of such right, the First Owner shall take reasonable steps to ensure that the work shall be carried out expeditiously and with due diligence causing the least disturbance; (c) the First Owner shall at its own cost and expense make good any damage that may be caused. The First Owner shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may or may not use while such works are being carried out and (d) the exercise of such right shall not interfere with the Owners' right to hold, use, occupy and enjoy their Houses nor impede access to their Houses. The right of the First Owner to enter into the Land to carry out such works shall extend equally to all necessary contractors agents workers and other persons authorised by the First Owner.
- (d) The right to effect surrenders and/or dedication of any part or parts of the Land and/or the Development to the Government either pursuant to the Government Grant or whenever required by the Government so to do Provided That an Owner's right to hold use occupy and enjoy his House shall not be interfered with and Provided That his access to and from his House will not be impeded or restricted and the right and interest of an Owner in the Land and the Development shall not be affected and any consideration received therefor shall be credited to the Special Fund and Provided That the exercise of the right under this Clause shall be restricted to only the Houses remaining unsold or otherwise owned or retained by the First Owner Provided Further That all costs and expenses involved in the exercise of the rights shall be solely borne by the First Owner.

- (e) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures, including, without limitation, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on or within any part or parts of the Common Areas and the right to enter into and upon any part of the Land and the Development save and except any of the Houses unless the consent of the Owners thereof has been obtained with or without workmen and equipment at all reasonable times on giving prior reasonable written notice. PROVIDED ALWAYS THAT the exercise of any of such rights shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Houses nor impede access of their Houses. Any payment received for the approval must be credited to the Special Fund.
- (f) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts of the Development the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Common Areas and Facilities for the beneficial use of the Owners of the Development whereupon with effect from such designation and declaration such additional Common Areas and Facilities shall form part of the Common Areas and Facilities as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Common Areas and Facilities PROVIDED THAT in making such designation and declaration the First Owner shall not interfere with or affect an Owner's exclusive right to hold, use and occupy the House which such Owner owns nor impede access to his House PROVIDED FURTHER THAT no Owner (including the First Owner) and the Manager shall re-convert or re-designate the aforesaid additional Common Areas and Facilities to his or its own use and benefit.
- (g) Subject to compliance of Special Condition No.(6) of the Government Grant and in accordance with the terms and conditions that may be imposed on the First Owner, the right to temporary use such areas of the Land and the Development as may be approved by the Director of Lands for the purposes of a sales office or show flats and related marketing activities to facilitate the sale of the Houses erected to be erected on the Land Provided that the scale and period of operation of such sales office, and show flats and related marketing activities shall be subject to the prior written consent of the Director of Lands.

- (h) The right to apply to, negotiate and agree with the Government and/or other persons and to execute licence agreements, wayleave agreements or other necessary documents for the purpose of obtaining or renewing or re-granting any licences, wayleave, rights of way or other rights or easements over Government land and the Land and other land or either of them as the First Owner may consider necessary for the Development Provided that the exercise of the right under this sub-clause shall be subject to the approval of the Owners at an Owners' meetings convened under this Deed and shall not contravene the provisions of the Government Grant and shall not interfere with the Owner's right to hold, use, occupy and enjoy the House (s) owned by him or impede or restrict the access to and from the House(s) or adversely affect an Owner's rights and interest in the Development. Any payment received shall be credited to the Special Fund.
9. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner (which for the purposes of this Clause shall exclude its successors and assigns) and each of them jointly and severally to be their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 hereof and the Owners hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant.
- (b) Every assignment of the House shall include a covenant in substantially the following terms: "The Purchaser covenants with the Vendor for itself and as agent for Golden United Development Limited ("the Company" which expression shall exclude its successors assigns and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Development and be enforceable by the Company and its successors and assigns that :-
- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the day of 202 and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;

- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser (and if more than one, each of them jointly and severally) hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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

SECTION III

MANAGER AND MANAGEMENT CHARGES

- 10. (a) Subject to the provisions of the Ordinance, the Manager shall be appointed as the Manager to undertake the management and maintenance of the Land and the Development for an initial term of two (2) years from the date of appointment under this Deed Provided That nothing herein shall restrict or prohibit the termination of the appointment of the Manager (applicable to the Manager) during such initial term or at any time thereafter under the following circumstances :-

- (i) (1) by resignation of the Manager provided that 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 –
 - (aa) by sending such a notice to the Owners' Committee; or
 - (bb) 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.
- (2) the notice referred to in Clause 10(a)(i)(1)(bb) may be given –
 - (aa) by delivering it personally to the Owner; or
 - (bb) by sending it by post to the Owner at his last known address; or
 - (cc) by leaving it at the Owner's House or depositing it in the letter box for that House; or
- (ii) by the Owners' Committee giving to the Manager not less than three (3) calendar months' notice of termination in writing prior to the formation of the Owners' Corporation, upon the passing of a resolution by a majority of votes of Owners voting either personally or by proxy 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) at an Owners' meeting convened for the purpose to remove the Manager without compensation; or
- (iii) in the event that the Manager is wound up or has a receiving order made against it; or
- (iv) by the Owners' Corporation in the following manner :-
 - (1) Subject to Clause 10(a)(iv)(4), at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution-
 - (aa) passed by a majority of the votes of the Owners voting either personally or by proxy; and
 - (bb) supported by the Owners of not less than 50% of the Undivided Shares in aggregate,
 determine by notice the DMC manager's appointment without compensation.
 - (2) A resolution under Clause 10(a)(iv)(1) shall have effect only if-

- (aa) the notice of termination of appointment is in writing;
 - (bb) 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;
 - (cc) the notice is accompanied by a copy of the resolution terminating the DMC manager's appointment; and
 - (dd) the notice and the copy of the resolution is given to the DMC manager within 14 days after the date of the meeting.
- (3) The notice and the copy of the resolution referred to in Clause 10(a)(iv)(2)(dd) may be given-
- (aa) by delivering them personally to the DMC manager; or
 - (bb) by sending them by post to the DMC manager at his last known address.
- (4) For the purposes of Clause 10(a)(iv)(1)-
- (aa) 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;
 - (bb) the reference in Clause 10(a)(iv)(1)(bb) 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.
- (5) If a contract for the appointment of a manager other than a DMC manager contains no provision for the termination of the manager's appointment, Clause 10(a)(iv)(1), Clause 10(a)(iv)(2), Clause 10(a)(iv)(3) and Clause 10(a)(iv)(4) apply to the termination of the manager's appointment as they apply to the termination of a DMC manager's appointment.
- (6) Clause 10(a)(iv)(5) operates without prejudice to any other power there may be in a contract for the appointment of a manager other than a DMC manager to terminate the appointment of the manager.
- (7) If a notice to terminate a manager's appointment is given under Clause 10(a)(iv) -

- (aa) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (bb) if no such appointment is approved under Clause 10(a)(iv)(7)(aa) 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.
- (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 10(a)(iv)(7)(bb), 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 10(a)(iv)(7)(bb) that may otherwise render that person liable for a breach of that undertaking or agreement.
- (9) Clause 10(a)(iv) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under section 34E(4) of the Ordinance but does not apply to any single manager referred to in that section.
- (b)
 - (i) Subject to Clause 10(b)(ii), if the manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the manager appointed in his place any movable property in respect of the control, management and administration of the Development that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
 - (ii) If the manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends-
 - (1) prepare-
 - (aa) 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
 - (bb) 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

- (2) 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 10(b)(ii)(1) and have not been delivered under Clause 10(b)(i).

- 11. Upon termination of the Manager's appointment, in whatever manner this may occur, a meeting of the Owners' Committee or the management committee of the Owners' Corporation, as the case may be, shall immediately be convened to appoint a manager to take its place and the Owners' Committee or the management committee, as the case may be, in such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee or the management committee, as the case may be, shall on behalf of the Owners enter into a management agreement with such new manager defining its rights duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Land and the Development be without a responsible duly appointed manager to manage the Development after the issue of an Occupation Permit covering the same. Notwithstanding any contrary provisions herein, any expiration or termination of the appointment of the Manager shall be without prejudice to any rights or remedies accrued on or before the date of expiration or termination.
- 12. (a) The Manager's Fee, being the remuneration of the Manager for the performance of its duties hereunder shall not be more than 20% of the total annual Management Expenses (excluding the amount for the Manager's Fee itself and any capital expenditure or expenditure drawn out of the Special Fund). The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Fee hereunder in advance on the first day of each calendar month. The percentage of total annual Management Expenses against which the Manager's Fee is calculated cannot be varied except with the approval by a resolution of Owners passed at a meeting of the Owners convened under this Deed Provided That in calculating the Manager's Fee under this Clause, the Owners may by a resolution of Owners at an Owners' meeting convened under this Deed at its absolute discretion decide to include in such calculation any capital expenditure or expenditure drawn out of the Special Fund at the rate of fifteen per cent (15%) or at such lower rate as the Owners consider appropriate.

- (b) The Manager's Fee as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, severance payment and fees for any staff serving the Land and the Development exclusively, facilities, accountancy services or other professional supervision for the Land and the Development and all disbursements and out of pocket expenses necessarily and properly incurred in the course of carrying out its duties hereunder (including but not limited to a proportionate share of the reasonable costs, expenses and charges of the main office overheads attributable to management of the Development (including any staff, facilities and other sums payable for or in connection with the carrying out of the management duty as reasonably and properly required by the Manager for the exercise of its powers and authorities hereunder)) which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the Management Funds.
13. (a) (i) In the determination of the total amount of Management Charges, the Manager shall observe and comply with paragraph 1 of Schedule 7 to the Ordinance.
- (ii) Subject to Clauses 13(c) and 13(d) and Clauses 16(b) and 16(c) and 16(e), 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 13(b).
- (b) In respect of each financial year, the Manager shall :-
- (i) prepare a draft budget setting out the proposed expenditure during the financial year Provided That the first draft annual budget to be prepared by the Manager shall cover the period from the date of this Deed until the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and all subsequent draft annual budget shall be prepared by the Manager at least 1 month prior to the commencement of the financial year;
 - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date of the draft budget was sent or first displayed;

- (iv) after the end of that period, prepare budget specifying the total proposed expenditure during the financial year;
 - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with Clause 13(b) above before the start of that financial year, the total amount of the Management Expenses for that year shall-
 - (i) until he has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;
 - (ii) when he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (d) For the purposes of Clauses 13(a)(ii) and 13(b) and 13(c) above, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Fee.
- (e) The Management Expenses shall cover all expenditure which is to be necessarily and reasonably incurred for the benefit of all Owners or required for the management and maintenance of the Land and the Development and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses:-
 - (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof;
 - (ii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
 - (iii) the costs and expenses of (i) maintaining in good and substantial repair and condition the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon and (ii) carrying out such other works in compliance with and pursuant to Special Condition No.(32) of the Government Grant;

- (iv) the costs and expenses of upholding, maintaining and repairing the Brown Area and everything forming a portion of or pertaining to it and carrying out such other works in compliance with and pursuant to Special Condition No.(14) of the Government Grant.
- (v) the remuneration and related expenses for the provision of security guard services for the Land and the Development and the cost (including but not limited to salaries and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, gardeners and such other staff to manage and administer the Land and the Development and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
- (vi) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures constructed or to be constructed for the support of the Development and the drains nullahs sewers pipes water mains and channels and such other areas whether within or outside the Land that are required to be maintained under the Government Grant;
- (vii) the Government rent of the Land payable under the Government Grant Provided only if no apportionment or separate assessments have been made for individual Houses and the Manager decides, in its discretion, that the same shall be included as part of the Management Expenses and the rent (if any) in respect of the Common Areas and Facilities;
- (viii) the expenses of refuse collection, storage and disposal in respect of the Land and the Development and the Common Areas and Facilities;
- (ix) the premia for insurance of the Common Areas and Facilities against damage by fire and/or such other perils up to the full new reinstatement value thereof and insurance against third party or public liability or occupiers' liability and employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (x) a reasonable sum for contingencies;

- (xi) legal and accounting and surveying fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided by this Deed;
 - (xii) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;
 - (xiii) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided However That any tax payable on the Manager's Fee shall be borne and paid by the Manager;
 - (xiv) the cost of inspecting, repairing and maintaining the Slopes and Retaining Walls the maintenance of which is the liability of the Owners under the Government Grant or this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual;
 - (xv) the licence fees (if any) payable to the Government for laying of drains and channels which serve the Development within or under the Government land adjacent to the Land;
 - (xvi) any other costs, charges and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed in respect of any part or parts of the Land and the Development;
 - (xvii) the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas and landscaped works within the Greenery Area or on the Common Areas and Facilities in accordance with the approved landscape plan approved by the Director of Lands;
 - (xviii) all costs and expenses incurred in connection with the environmental control and protection in respect of the Land and the Development including the Common Areas and Facilities;
 - (xix) any other items of expenditure which are necessary for the administration, management and maintenance of the Land and the Development including but not limited to all accountancy, professional, supervisory expenses incurred by the Manager in respect thereof.
14. (a) The Manager shall prepare a budget showing the total proposed expenditure of the Development for the ensuing year in consultation with the Owner's

Committee except the first year which shall show (i) the estimated Management Expenses and (ii) the Manager's Fee.

- (b) (i) Subject to Clauses 14(b)(ii) and 14(b)(iii) below, the Manager or Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of \$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-
 - (aa) the supplies, goods or services are procured by invitation to tender; and
 - (bb) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance.
- (ii) Subject to Clause 14(b)(iii) below, the Manager or Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual Management Budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-
 - (aa) 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
 - (bb) 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.

- (iii) Clauses 14(b)(i) and 14(b)(ii) do not apply to any supplies, goods or services which but for this Clause 14(b)(iii) would be required to be procured by invitation to tender (referred to in this sub-clause (iii) as “relevant supplies, goods or services”)-
 - (aa) 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
 - (bb) 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.
- (iv) For the avoidance of doubt, subject to the provisions in Schedule 7 to the Ordinance, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed (i) the sum of HK\$200,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or (ii) a sum which is equivalent to 20% of the annual Management Budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette) whichever is the lesser, unless (a) the supplies, goods or services are procured by invitation to tender and (b) the procurement complies with the standards and guidelines as may be specified in the Code of

Practice referred to in Section 20A(1) of the Ordinance with any appropriate variations.

15. (a) Each Owner (including the First Owner) shall be personally liable to contribute towards the Management Charges whether or not his House or Houses are vacant or occupied and whether or not such House or Houses have been let or leased to a tenant or is occupied by the Owner himself or any other person Provided Always That no Owner may be called upon to pay more than his appropriate share of the Management Charges, having regard to the number of the Management Units allocated to his House.
- (b) The First Owner's liability to make payments and contributions towards the Management Charges shall in no way be reduced by reason of the fact that any of the House(s) remain unsold and that the First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Houses and Undivided Shares unsold.
- (c) The amount of the monthly or other contributions payable by each Owner to the Management Budget shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid in the following manner :-
- (i) The Owner of each House shall pay in advance on the first day of each calendar month 1/12 of the due proportion of the annual expenditure in accordance with the Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his House bears to the total number of Management Units allocated to all the Houses as specified in the Fourth Schedule hereto.

PROVIDED ALWAYS THAT :-

- (ii) where at any time the budget prepared by the Manager is revised as hereinafter provided there shall be added to or deducted from the amount of the payments payable in advance by the Owners under this Clause 15(c) (hereinafter called "Advance Payment") on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year;

- (iii) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment by that Owner for the last month of the preceding financial year.
- (d) Notwithstanding anything herein contained, no Management Charges or contributions is payable for Undivided Share(s) allocated to the Common Areas and Facilities.
- 16. (a) Where a budget has been sent or displayed in accordance with Clause 13(b)(v) and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as applied to the draft budget and budget by virtue of Clause 13(b).
- (b) Where a revised budget is sent or displayed in accordance with sub-clause (a) above, the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (c) 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 13(b) or Clause 16(a), the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or the 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 13(b) or Clause 16(a) and is not so rejected under this sub-clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (d) 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.
- (e) For the purposes of Clauses 16(a), 16(b), 16(c) and 16(d) above, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Fee.
- (f) In the event of a surplus of income over expenditure for a financial year, the surplus shall be treated as an income for the following financial year.
- 17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-
 - (a) any sum attributable or relating to the cost of completing the construction of the Development or any part thereof which sum shall be borne solely by the First Owner;

- (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any House which sums shall be borne by the Owner or Owners for the time being thereof;
 - (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any House together with the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof; and
 - (d) the expenses for repair and maintenance of the railings and glass balustrades and fences of the Non-enclosed Areas of any House and the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities shall be borne solely by the Owner or Owners for the time being of the respective Houses;
18. Where any expenditure relates solely to or is solely for the benefit of the Houses then the full amount of such expenditure shall be borne by the Owners of the Houses.
19. (a) The Manager shall establish and maintain a Special Fund to provide for (i) expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually or (ii) including but 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 but not for the payment of any outstanding Management Charges arising from or in connection with the day-to-day management of the Development. It is hereby agreed and declared that the Special Fund shall be a trust held by the Manager, but all sums in such fund shall be the property of the relevant Owners.
- (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 shall be payable.
 - (c) Except where the First Owner has made payments in accordance with sub-clause (d) below, each Owner shall upon taking up the assignment of his Undivided Share(s) from the First Owner deposit with the Manager a sum equivalent to two (2) months of his monthly contribution to the Management Charges based on the first annual Management Budget as an initial contribution to the Special Fund.
 - (d) The First Owner shall in respect of those undivided shares allocated to Houses in that part of the Development the construction of which has been completed and which remain unsold 3 months after (i) the execution of this Deed or (ii) the date when the First

Owner is in a position validly to assign those undivided shares (when the consent to assign or certificate of compliance has been issued), whichever is the later, deposit with the Manager a sum equivalent to two (2) months of its monthly contribution to the Management Charges based on the first annual Management Budget as an initial contribution to the Special Fund in respect of such unsold House(s).

- (e) Each Owner hereby covenants with the other Owners to make further periodic contributions to the Special Fund and the amount(s) to be contributed in each financial year and the time when those contributions will be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
 - (f)
 - (i) 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 19(a)(i).
 - (ii) Without prejudice to the generality of Clause 19(f)(i), 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.
 - (iii) The Manager shall display a document showing evidence of any account opened and maintained under Clause 19(f)(i) or 19(f)(ii) in a prominent place in the Development.
 - (iv) 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 19(f)(i) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 19(f)(ii).
 - (g) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any).
 - (h) The payments made by the Owners (including the First Owner) towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
20. (a) Except where the First Owner has made payments in accordance with Clauses 19(d) and 20(b) of this Deed, the Owner of each House shall upon taking up the assignment of his Undivided Shares from the First Owner :-
- (i) pay to the Manager a sum equivalent to two (2) months of such Owner's monthly contribution to the Management Charges based on the first

annual Management Budget as payment in advance of monthly contribution to the Management Charges of his House;

- (ii) deposit with the Manager as security deposit for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable by him in respect of his House based on the first annual Management Budget which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed and which deposit shall be transferable;
- (iii) pay to the Manager a sum equivalent to one (1) month of the Owner's monthly contribution to the Management Charges based on the first annual Management Budget in respect of each House owned by such Owner for the removal of debris which sum shall not be refundable or transferable Provided That any component of such sum not used for the aforesaid purpose shall be paid into the Special Fund;
- (iv) pay to the Manager a sum equivalent to two (2) months of his monthly contribution to the Management Charges based on the first annual Management Budget as an initial contribution to the Special Fund as provided in Clause 19(c) of this Deed; and
- (v) pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or component thereof which have been paid or will be paid by the Manager to the relevant utility companies, such due proportion of the deposits shall be transferable.

Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set-off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 3 times the then current monthly contribution to the Management Charges payable in respect of the House(s) which he owns.

- (b) The First Owner shall, in addition to the payment to be made by the First Owner under Clause 19(d) hereof, in respect of those undivided shares allocated to the Houses in the Development the construction of which has been completed and which remain unsold 3 months after (i) the execution of this Deed or (ii) the date when the First Owner is in a position validly to assign those undivided shares (when the consent to assign or certificate of compliance has been issued), whichever is the later :-
- (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable in respect of such unsold House based on the first annual Management Budget which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferable; and
 - (ii) pay to the Manager a sum equivalent to one (1) month of the Owner's monthly contribution to the Management Charges based on the first annual Management Budget in respect of each House for the removal of debris which sum shall not be refundable or transferable Provided That any component of sum not used for the aforesaid purpose shall be paid into the Special Fund;

For the avoidance of doubt, the First Owner shall be entitled to recover the aforesaid deposit paid under sub-clause (i) from its assignees of the said unsold Houses.

- (c) The Owner of each House shall, at least three working days prior to the commencement of any decoration and/or fitting out work of any kind or nature in, to or in relation to his House, submit his written decoration application to the Manager and pay to the Manager the sum of HK\$5,000.00 in respect of each House owned by such Owner as decoration deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the decoration and fitting out of or the delivery of furniture items to his House, the amount of the decoration deposit shall be subject to review and revision by the Manager from time to time. Such costs shall be reasonably fixed by the Manager whose decision shall be final and binding upon the Owner. If the Owner fails to pay on demand the said costs or any component thereof, the Manager shall have the power to apply the said deposit towards such costs and to further recover any deficit from the Owner. Upon completion of the decoration and fitting out work of and the delivery of furniture items to his House, if the Owner receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall at the request of the Owner refund the decoration deposit but without interest.

- (d) Each Owner shall, forthwith on demand by the Manager, pay to the Manager such amount as may be necessary to increase his deposit paid pursuant to Clause 20(a)(ii) so as to make it up not more than 25% of any subsequent current year's annual budgeted Management Charges attributable to his House.
21. 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 House shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.
22. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion to charge the Owner concerned a reasonable administrative fee for granting and processing any consent (which consent must not be unreasonably withheld) required from the Manager pursuant to this Deed Provided That such administrative fee shall form part of the Special Fund.
23. All moneys, income fees, charges, penalties or other consideration received by the Manager in respect of the grant of leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Development Rules shall form part of the Special Fund.
24. If any Owner shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager :-
- (a) Interest calculated at the rate of not exceeding 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and
- (b) A collection charge of an amount not exceeding 10% of the amount due (in addition to legal costs of proceedings referred to in Clause 25 hereof) of the extra work occasioned by the default.

Provided That all monies paid to the Manager by way of interest or collection charge shall be credited to the Special Fund.

25. 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 legal costs and all other expenses incurred in or in connection with recovering the same (on a solicitor and own client basis) shall

be recoverable by civil action at the suit of the Manager. In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the other Owners as a whole and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

26. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount referred to in Clause 24 hereof together with all costs and expenses which may be incurred in recovering the same including the legal costs (on a solicitor and own client basis) referred to in Clause 25 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share(s) of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a memorial of such charge in the Land Registry against the Undivided Share(s) of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.
27. Any charge registered under or in accordance with Clause 26 of this Deed shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share(s) of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Land and the Development held therewith and the provisions of Clause 25 of this Deed shall apply equally to any such action.
28. 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 Land and the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and of the Development Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.
29. Subject to Clause 60 of this Deed, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Land and the Development and any surplus thereof shall form part of the Management Funds.
30. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for

which any claim has been made against an Owner as provided in this Deed the same shall be applied to settle the claim made against the relevant Owner.

31. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed and those by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank.
32. Any person ceasing to be the Owner of any Undivided Share(s) in the Land and the Development shall in respect of the Undivided Share(s) of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit(s) paid under this Deed and his contributions towards the Special Fund paid under this Deed to the intent that all such funds shall be held and applied for the management of the Land and the Development irrespective of changes in ownership of the Undivided Share(s) in the Land and the Development PROVIDED THAT any deposit paid under Clause 20(a)(ii), (a)(v) and (b)(i) may be transferred into the name of the new Owner of such Undivided Share(s) and PROVIDED THAT upon the Land reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 60 of this Deed, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in proportion to their Management Units.
33. The first financial year for the purpose of management of the Land and the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and thereafter the subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of such years PROVIDED THAT 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).
34.
 - (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.
 - (b) Without prejudice to the generality of sub-clause (a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account,

for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Development.

- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a) or (b) above in a prominent place in the Development.
 - (d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by him in respect of the management of the Development into the account opened and maintained under sub-clause (a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.
 - (e) Subject to sub-clause (f) below, the Manager may, out of money received by 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).
 - (f) The retention of a reasonable amount of money under sub-clause (e) above or the payment of that amount into a current account in accordance with that sub-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).
 - (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap.155), the title of which refers to the management of the Development.
35. (a) 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.
- (b) 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.
- (c) 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.
- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund required by Clause 19 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.

- (e) The Manager shall-
 - (i) 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
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.
 - (f) If there is an Owner's Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and-
 - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
36. Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.
37. 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. In addition to the other powers expressly provided in this Deed, the Manager shall have authority but subject to the provisions of the Ordinance to do all such acts and things as may be necessary or expedient for or in connection with the Land and the Development and the management thereof including in particular the following but without in any way limiting the generality of the foregoing :-
- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
 - (b) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Land and the Development or any part thereof;

- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured to the full new reinstatement value the Common Areas and Facilities or (as the Manager considers appropriate) to effect block insurance of the entire Development as comprehensively as reasonably possible and in particular against loss or damage by fire and other perils as the Manager shall deem fit, and in respect of public liability and occupiers liability and liability as employer of the employees of the Manager with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the 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;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Land and the Development;
- (e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities and to keep the same well-lighted;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and those parts of the external walls of the Development which form parts of the Common Areas, elevations, facade, canopies, architectural fixtures and fittings thereof but excluding openable windows and openable vision panels except those situate in the Common Areas and Facilities;
- (h) To landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same and (where applicable) in accordance with the landscaping plan approved under Special Condition No.(10)(a) of the Government Grant;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee (if formed) to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion and subject to this Deed to enter into contracts with third parties for the maintenance of any such facilities;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land and to remove

any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or the Development or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;

- (l) To paint, white-wash, tile, repair, replace or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any broken glass in the Common Areas and Facilities;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Land and the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Land and the Development;
- (p) To arrange for disposal of refuse at such regular intervals and to maintain in or off the Land and the Development refuse collection facilities to the satisfaction of the relevant Government authorities;
- (q) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (r) 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 Land and the Development or any part thereof;
- (s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Land and the Development at all times;
- (t) To lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system which serve the Development;
- (u) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Land and the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant or this Deed and to demand and recover on a full indemnity basis from the Owner or person 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 damage caused thereby to the satisfaction of the Manager;

- (v) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Land and the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Government Grant, the Occupation Permit or this Deed;
- (x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or Occupier or other person visiting the Land and the Development any provisions of the Government Grant or this Deed;
- (y) To prevent any person from detrimentally altering or injuring any part or parts of the Land and the Development or any of the Common Areas and Facilities thereof;
- (z) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (ab) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Land and the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reasonably reached or action reasonably taken in relation to any such dealings;
- (ac) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management and maintenance of the Land and the Development and to commence, conduct, carry on and defend in its own name

legal and other proceedings touching or concerning the management of the Land and the Development in accordance with the provisions in Clause 14(b) of this Deed;

- (ad) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant and this Deed and the Development Rules 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;
- (ae) To take necessary action to require that all Owners or Occupiers of any part of the Development maintain the Houses owned or occupied by them in a proper and satisfactory manner, keep the Non-enclosed Areas non-enclosed and if there be any default on the part of any such Owners or Occupiers and such default continues after notice has been given by the Manager to such Owners or Occupiers, at the discretion of the Manager, to put in hand, as the Manager may see fit, any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupiers or to report the default to the competent authorities;
- (af) To charge the Owners for the temporary use of electricity, water or other utilities, services or facilities provided by the Manager and for the collection and removal of fitting out or decoration debris Provided That such charges shall form part of the Special Fund and be applied towards the management and maintenance of the Land and the Development;
- (ag) To charge the Owners for a reasonable administrative fee incurred in approving any plans submitted for approval by the Manager where such submission of plans and approval thereto are required under the provisions of this Deed and the fee must be credited to the Special Fund;
- (ah) To charge the Owners for a reasonable administrative fee incurred in granting any consent required from the Manager in accordance with the provisions of this Deed and the fee must be credited to the Special Fund;
- (ai) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed, may but shall not be bound to enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Development including any House for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak Provided that in carrying out such work, the Manager shall ensure that the least

disturbance is caused and shall, at its own cost and expense, repair any damage caused thereby Provided Further that the Manager shall be liable for negligence or wilful or criminal acts of the Manager, his employees and agents or contractors;

- (aj) To enter with or without workmen at all reasonable times on written notice (except in case of emergency) into and upon the garden areas or flat roofs (if any) or roofs (if any) forming part or parts of a House and to lay, maintain, alter, repair or remove any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and to erect thereon scaffolding platform and other equipment for repairing or maintaining such plumbing and drainage facilities or other services and facilities or any part of the Development Provided that consent from the Owner of the affected House permitting the erection of scaffolding platform and other equipment thereon (if required) shall be obtained first and Provided further that in carrying out such work, the Manager shall ensure that the least disturbance is caused and shall, at its own cost and expense, repair any damage caused thereby Provided Further that the Manager shall be liable for negligence or wilful or criminal acts of the Manager, his employees and agents or contractors;
- (ak) To discontinue providing management services to any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained whether or not such Owner occupies such House, his tenants and licensees until such default is rectified Provided That such Owner's right of access to and from such House and the passage of water, gas, drainage, electricity, telecommunications and other utilities to and from such House shall not be interrupted;
- (al) To post the address of the House of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Development after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so;
- (am) To ensure that no hawkers shall carry on business on any part of the Land or the Development and remove any hawker found to be so doing and to post up and display notices to the effect that hawking is prohibited on the Land and the Development prominently near all entrances of the Land and the Development;
- (an) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide;
- (ao) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development;

- (ap) To remove any dogs, cats or other animals or fowls from the Land and the Development if the same are brought into the Land and the Development and has been the cause of reasonable complaint (in the sole discretion of the Manager) by the Owner or Occupier of the other House;
- (aq) To provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Development as the Manager shall in its sole discretion consider desirable;
- (ar) To give or withhold its written consent or approval (such consent or approval not to be unreasonably withheld) to anything which requires its written consent or approval pursuant to this Deed or the Development Rules and to impose additional conditions relating thereto and where any consent or approval is required from the Manager by an Owner, the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent and such fee shall be credited to the Special Fund;
- (as) To do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Land and the Development for the better enjoyment or use of the Land and the Development by its Owners Occupiers and their licensees;
- (at) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Land to the Government storm water drains and sewers;
- (au) Subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external wall, any roof, flat roof upper roof and/or balcony scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Development Provided That the Manager shall make good any damage caused thereby and shall ensure that the least disturbance is caused Provided Further That the Manager shall be liable for negligence or wilful or criminal acts of the Manager, his employees and agents or contractors;
- (av) To repair and maintain the drains and channels and drainage system whether within or outside the Land and whether or not serving the Development which is required to be maintained pursuant to the Government Grant;
- (aw) To engage qualified personnel to inspect keep and maintain the Slopes and Retaining Walls in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the

maintenance of the Slopes and Retaining Walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance Provided That the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager is unable to collect the costs of the required works from all Owners pursuant to the terms of this Deed;

- (ax) To engage qualified personnel to inspect or carry out a structural survey of the Land and the Development or any part thereof including the drains and channels within or outside the Land serving the Development as and when the Manager deems necessary or desirable;
- (ay) At the request of the Owners' Corporation, to give to the Owners' Corporation the management of the Land and the Development free of costs and to assign the Undivided Shares relating to the Common Areas and Facilities as well as the Common Areas and Facilities to the Owners' Corporation, without consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares as well as the Common Areas and Facilities shall be held by the Owners' Corporation as trustee for all the Owners;
- (az) To keep and maintain the Greenery Area to the satisfaction of the Director of Lands;
- (ba) To organize any activities as the Manager may consider appropriate to promote the concept of green life and the environmental awareness of the Owners and Occupiers and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
- (bb) To provide reasonable occupational health and safety equipment / facilities to the management staff of the Development and contractors recruited or employed by the Manager;
- (bc) To organise the fire drills and take necessary steps relating to maintenance, staff training, fire action, fire service intervention and fire prevention as set out in the Fire Safety Management Plan and other fire safety measures as are required to be taken thereunder from time to time;
- (bd) To maintain in good and substantial repair and condition the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon and carry out such other works in compliance with and pursuant to Special Condition No.(32) of the Government Grant;
- (be) To uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it and carry out such works in compliance with and pursuant to Special Condition No.(14) of the Government Grant;

- (bf) To do all such other things as are reasonably incidental to the management of the Land and the Development.
38. The Manager shall have power to enter with or without workmen at all reasonable times on prior reasonable written notice (except in the case of emergency) into all parts of the Land and the Development including any House for the purposes of carrying out necessary repairs or maintenance to the Development or abating any hazard or nuisance which does or may affect the Common Areas and Facilities or any part thereof or other Owners Provided That the Manager shall cause as little disturbance as possible when carrying out such works and forthwith at his own costs and expense make good any damage caused thereby and at its own costs and expense be liable for negligent, wilful or criminal acts of the Manager its staff or agents or employees or contractors.
39. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.
40. (a) The Manager may make the Development Rules before the formation of the Owner's Committee.
- (b) Subject to the approval of the Owners' Committee (if and when it is formed), the Manager shall have power to make, revoke and amend Development Rules regulating the use, occupation, maintenance and environmental control of the Land and the Development including the Common Areas and Facilities or any part or parts thereof, the protection of the environment of the Development and the implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Development Rules shall be binding on all the Owners, their tenants, licensees, servants or agents Provided that the Development Rules shall not be inconsistent or contravene with this Deed, the Ordinance and the conditions of the Government Grant. A copy of the Development Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges, which shall form part of the Special Fund.
- (c) Such Development Rules shall be supplementary to the terms and conditions contained in this Deed, the Ordinance and the conditions of the Government Grant. In case of inconsistency between such Development Rules and the terms and conditions of this Deed, the Ordinance or the conditions of the Government Grant, the terms and conditions of this Deed, the Ordinance and the conditions of the Government Grant shall prevail.

41. 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.
42. (a) The Manager shall observe and comply with the terms and conditions of the Government Grant and this Deed so long as it remains the Manager.
- (b) Except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the duties and powers of the Manager under this Deed shall not extend to those which relate to the effecting of any improvements to any facilities or services which involves an expenditure in excess of 10% of the current annual Management Budget.
- (c) No delay or failure in performance by the Manager of any provisions under this Deed shall constitute a default hereunder to the extent caused by Force majeure. Unless the Force Majeure substantially frustrated performance of any such provisions, Force Majeure shall not operate to excuse, but not only to delay performance. If any delay in the performance of any such provisions is by reason of Force Majeure, the Manager shall notify the Owners or the Owners Corporation (if formed) as soon as reasonably practicable. Once the Force Majeure ceases, the Manager shall resume performance of the provisions under this Deed as soon as possible. In this Deed, "Force Majeure" means any event beyond the control of the Manager and which the Manager is unable to prevent by the exercise of reasonable diligence, including, without limitation, acts of terrorism, riots, protests, catastrophes, pandemic, epidemic, outbreak of disease, changes in laws, governmental actions or delays or interventions, national emergency, war, civil disturbance, and any acts of God.

SECTION IV

EXCLUSIONS AND INDEMNITIES

43. The Manager, its employees, servants, agents or contractors shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or his employees,

agents or contractors 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 such act or omission. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of

- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Land and the Development, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Land and the Development, or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) theft, burglary or robbery within the Land and the Development; or
- (f) adverse consequences on normal operations of the Development due to the default or failure of any Owner or Owners in payment of any amounts due from him under the provisions of this Deed;

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, servants, agents or contractors involving criminal liability or dishonesty or negligence.

44. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and Occupiers for the time being against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any Occupier of any House of which he has the exclusive use or any person using such House with his consent express or implied or by, or through, or in any way owing to the overflow of water or spread of fire therefrom and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Land and 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 as herein provided and in the case of loss or damage suffered by other Owners or Occupiers for which the Manager is not empowered by this Deed or for which the Manager has 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 against the Owners and for the avoidance of doubt, in no event shall the Manager be liable for such costs, charges, expenses or damages. To the extent permissible under the Ordinance, each Owner shall indemnify the Manager against all actions, claims, proceedings, demands, losses, damage, costs and expenses incurred or suffered

by the Manager in connection with the Manager's holding on trust for the Owners of the Undivided Shares relating to the Common Areas and Facilities as well as the Common Areas and Facilities assigned to the Manager pursuant to Clause 73 of this Deed.

SECTION V

OWNERS' COMMITTEE

45. As soon as possible but in any event not later than nine (9) months from the date hereof, the Manager shall call a first meeting of the Owners, the purpose of which is to establish an Owners' Committee and to elect a chairman thereof and the members of the Owners' Committee or appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance. The Owners' Committee shall consist of not fewer than two (2) members or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners.
46. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once in every period of 3 months and the functions of the Owners' Committee shall be limited to the following :-
- (a) the representing of the Owners in all dealings with the Manager;
 - (b) the reviewing of the draft annual Management Budget, annual Management Budget and revised Management Budget prepared by the Manager;
 - (c) the approval of the Development Rules made by the Manager and any amendment or revocation thereof;
 - (d) the liaising with the Manager in respect of all matters concerning the management of the Land and the Development;
 - (e) to convene meetings of all the Owners;
 - (f) to act as the Manager during such period as no Manager is appointed;
 - (g) the appointment of accountants or auditors for audit of the annual accounts prepared by the Manager; and
 - (h) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed or the Ordinance.
47. 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 and another

appointment made at any time on notice in writing being given to the Owners' Committee.

- (b) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
- (c) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below two (2) Provided That if the number is reduced below two (2), the remaining member of the Owners' Committee may act for the purpose only of electing other member of the Owners' Committee.
- (d) A member of the Owners' Committee appointed by the Owners may be removed from office by notice to that effect to the Owners' Committee by those Owners who have the right to appoint him and another person appointed in his place.

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

- (a) He resigns by notice in writing to the Owners' Committee; or
- (b) In the case of an elected member he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
- (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
- (d) He becomes incapacitated by physical or mental illness or death; or
- (e) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
- (f) He resides abroad; or
- (g) He ceases to be an Owner of Undivided Shares.

In any of the events provided for in sub-clauses (a), (c), (d), (f) or (g) above, the Manager may convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created if the member concerned is an elected member, or the Owners who are entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member.

49. (a) A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- (b) 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.
- (c) The notice of meeting referred to in sub-clause (b) above shall specify-
- (i) the date, time and place of the meeting; and
- (ii) the resolutions (if any) that are to be proposed at the meeting.
- (d) The notice of meeting referred to in sub-clause (b) above may be given-
- (i) by delivering it personally to the member of the Owners' Committee; or
- (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
- (iii) by leaving it at the member's House or depositing it in the letter box for that House.
- (e) 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.
- (f) A meeting of the Owners' Committee shall be presided over by-
- (i) the chairman; or
- (ii) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.
- (g) 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.
- (h) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.
50. The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing :-
- (a) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
- (b) the establishment, appointment and constitution of sub-committees of the Owners' Committee;

- (c) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
- (d) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

Provided That no such rules or regulations shall be contrary to or inconsistent with the provisions of the Ordinance, this Deed.

- 51. The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative shall, but only in the absence of the secretary to the Owners' Committee and no member of the Owners' Committee is appointed as the secretary for that meeting, act as a secretary to the Owners' Committee and who shall, upon request by the Owners' Committee, attend such meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
- 52. All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or if it is contrary to the terms of Government Grant.
- 53. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee and the members thereof from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or negligence on the part of any or all of the members of the Owners' Committee and all costs and expenses in connection therewith.
- 54. 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 necessarily and reasonably incurred in carrying out their duties.
- 55. The Owners' Committee shall cause to be kept records and minutes of :-
 - (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;
 - (b) all resolutions and notes of proceedings of the Owners' Committee;

- (c) the members present at all meetings.
56. The records and minutes of the Owners' Committee shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to copies of extracts therefrom on paying the reasonable charges therefor. The copying charges shall form part of the Management Funds.

SECTION VI

MEETING OF OWNERS

57. From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Land and the Development and in regard to such meetings the following provisions shall apply :-
- (a) 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 :-
 - (i) appoint an Owners' Committee and the chairman thereof; or
 - (ii) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.
 - (b) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than 15 months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owner's Committee and transacting any other business of which due notice is given in the notice convening such meeting.
 - (c) Further and subsequent meetings of Owners may be convened by :-
 - (i) the Owners' Committee;
 - (ii) the Manager; or
 - (iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.
 - (d) The rules and regulations relating to meetings of the Owners are set out as follows :-
 - (i) 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.
 - (ii) The notice of meeting referred to in sub-clause (d)(i) above shall specify-
 - (1) the date, time and place of the meeting; and
 - (2) the resolutions (if any) that are to be proposed at the meeting.

- (iii) The notice of meeting referred to in sub-clause (d)(i) above may be given-
 - (1) by delivering it personally to the Owner;
 - (2) by sending it by post to the Owner at his last known address; or
 - (3) by leaving it at the Owner's House or depositing it in the letter box for that House.
- (iv) The quorum at a meeting of the Owners shall be 10% of the Owners.
- (v) For the purposes of sub-clause (d)(iv) above, the reference in that sub-clause to "10% of the Owners" shall-
 - (1) 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
 - (2) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (vi) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (c)(ii) or (iii), the person convening the meeting.
- (vii) At a meeting of Owners-
 - (1) an Owner shall have one vote in respect of each Undivided Share he owns;
 - (2) an Owner may cast a vote personally or by proxy;
 - (3) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast-
 - (i) by a proxy jointly appointed by the co-Owners;
 - (ii) by a person appointed by the co-Owners from amongst themselves; or
 - (iii) if no appointment is made under sub-clause (d)(vii)(3)(i) or (d)(vii)(3)(ii) above, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
 - (4) 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

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

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

(aa) shall be signed by the Owner; or

(bb) 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.

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

(3) 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.

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

58. (a) Subject to sub-clause (b) below, any resolution on any matter concerning the Land and the Development passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares held at such meeting shall be binding on all the Owners of the Land and the Development Provided as follows :-

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

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

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

(d) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out.

- (b) Subject to the provisions of the Ordinance, any resolution relating to any matters set out below must be passed by votes of not less than 75% of the Undivided Shares in order to be binding on all the Owners of the Land and the Development:-
 - (i) to incur expenditure of an amount which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual Management Budget; and
 - (ii) to appoint accountants or auditors for audit of the annual accounts prepared by the Manager.
 - (c) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
 - (d) Where any Undivided Share has been assigned or charged by way of mortgage or charge, then subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession or has foreclosed or is in receipt of the rents and profits of such Undivided Share.
59. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

SECTION VII

EXTINGUISHMENT OF RIGHTS

60. In the event of the Development or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for occupation habitation or use, the Owners of not less than 75% of the Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of the damaged part(s) of the Development so affected and such meeting may resolve by a resolution of not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part(s) of the Development so affected. The resolution is to be binding upon all the Owners of the damaged part(s) of the Development. If it shall be resolved that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such damaged part(s) of the Development then in such event the Undivided Shares in and of such damaged part(s) of the Development shall be acquired by the Manager and the Owners (excluding the Owner of the Undivided Shares allocated to the Common Areas and Facilities) of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst

the Owners (excluding the Owner of the Undivided Shares allocated to the Common Areas and Facilities) of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners (except the Manager) bears to the total number of Undivided Shares of such damaged part(s) of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities). All insurance money received in respect of any policy of insurance on such damaged part(s) of the Development shall likewise be distributed amongst such former Owners of Undivided Shares being assigned and sold to the Manager as aforesaid. In such event all the rights, privileges, obligations and covenants of such former Owners of such damaged part(s) of the Development shall be extinguished so far as the same relate to such former Owners PROVIDED ALWAYS THAT if it is resolved by a resolution of not less than 75% of those present at the meeting to reinstate or rebuild such damaged part(s) of the Development, the Owners of such damaged part(s) of the Development shall pay the excess of the cost of reinstatement or rebuilding of the damaged part(s) of the Development over and above the proceeds recoverable from the insurance of the damaged part(s) of the Development in proportion to the respective number of Undivided Shares held by them bears to the total number of Undivided Shares of the damaged part(s) of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) respectively and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the damaged part(s) of the Development and be recoverable as a civil debt.

61. The following provisions shall apply to a meeting of the Owners of the damaged part(s) of the Development convened as provided in Clause 60 hereof :-

- (a) (i) Every such meeting shall be convened by at least 14 days' prior notice in writing served by the person or persons convening the meeting upon each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting;
- (ii) Service of a notice required to be served under sub-clause (a)(i) above may be effected
 - (1) by delivering it personally upon the Owner;
 - (2) by sending it by post addressed to the Owner at his last known address;
 - or
 - (3) by leaving the notice at the Owner's House or depositing the notice in his letter box for that House.
- (b) No business shall be transacted at any meeting of the Owners of the damaged part(s) of the Development unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than 75% of the total number of Undivided Shares of the part thereof so affected in

question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;

- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week (i.e. 7 calendar days after the original meeting day) at the same place;
- (d) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the damaged part(s) of the Development or (as the case may be) the part thereof so affected vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast :-
 - (i) by a proxy jointly appointed by such Owners;
 - (ii) by 1 co-Owner appointed by the others; or
 - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either personally or by proxy by one of the co-Owners; and, in the case of any meeting where more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, in person 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.

In case of any equality of votes the chairman shall have a second or casting vote.

- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting;
- (i) A resolution passed at a duly convened meeting by not less than 75% majority of those Owners present in person or by proxy at such meeting shall be binding on all the Owners of the damaged part(s) of the Development PROVIDED as follows :-
 - (1) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;

- (2) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
- (3) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) The accidental omission to give notice as aforesaid to any Owner of the damaged part(s) of the Development shall not invalidate the meeting or any resolution passed thereat.

SECTION VIII

MISCELLANEOUS PROVISIONS

- 62. Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager within one month of such cessation and of the name and address of the new Owner 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 up to the date on which he ceases to be the Owner.
- 63. No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
- 64. 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.
- 65. 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 Development 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.
- 66. 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 House 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 House is deemed to be his address for service.

67. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the House 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, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at or delivered to the management office of the Development or the registered office of the Manager.
68. (a) The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Development within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Development. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (both English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
69. The DMC Plans shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges.
70. Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Development under this Deed including any arrears thereof.
71. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the part of the Development and to the Undivided Share(s) held therewith.

72. (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. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.
- (c) Nothing herein shall contradict, overrule or fail to comply with the provisions of or prejudice in any way the operation of the Ordinance and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof or conflict with or is in breach of the conditions of the Government Grant. During the existence of the Owners' Corporation, the general meeting of the Owners' Corporation convened under the Ordinance shall take the place of the Owners' meeting convened under this Deed, and where a management committee of the Owners' Corporation is or has been appointed, the management committee will take the place of the Owners' Committee.
- (d) 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.
73. The First Owner shall upon execution of this Deed assign the Undivided Shares relating to the Common Areas and Facilities as well as vest the Common Areas and Facilities to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed. Such Undivided Shares together with the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed or its appointment otherwise being terminated and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares as well as vest the Common Areas and Facilities to the new manager free of costs or consideration to hold as such trustee as aforesaid PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed PROVIDED FURTHER THAT when the Owners' Corporation has been formed, it may at any time require the Manager to, and the Manager in such event shall, assign the Undivided Shares relating to the Common Areas and Facilities as well as vest the Common Areas and Facilities and transfer

the management responsibilities to it free of costs or consideration, after which the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being.

74. (a) 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 Slopes and Retaining Walls in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual prepared in accordance with the Slope Maintenance Guidelines.
- (b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls. For the purpose of this sub-clause, the reference to "the Manager" includes the Owners' Corporation, if formed.
- (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.
- (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
75. (a) The First Owner at its own costs and expenses has prepared a schedule of the Works and Installations. The schedule of the Works and Installations is set out in the Fifth Schedule to this Deed (subject to revisions as provided for in sub-clauses (e) and (f) below).
- (b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager the Works and Installations Maintenance Manual setting out the following details :-

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) recommended maintenance strategy and procedures;
 - (iv) a list of items of the Works and Installations requiring routine maintenance;
 - (v) recommended frequency of routine maintenance inspection;
 - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the Works and Installations 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 on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The schedule of the Works and Installations and the Works and Installations Maintenance Manual may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule of the Works and Installations and the Works and Installations Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant the revised schedule of the Works and Installations and the revised Works and Installations Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (g) All costs incidental to the preparation of the revised schedule of the Works and Installations and the revised Works and Installations Maintenance Manual shall be paid out of the Special Fund.

- (h) The Manager shall deposit the revised Works and Installations Maintenance Manual 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.
76. 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.
77. The Manager shall deposit in the management office the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in the DMC referred to in Clause 42 of the Third Schedule hereto for inspection by all owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund.
78. (a) The Owner of each House which includes a Non-enclosed Area :-
- (a) shall not use the Non-enclosed Area or permit it to be used for any purpose other than as a balcony or, as the case may be, the covered area underneath a balcony for the proper use and enjoyment of the House in compliance with the Occupation Permit, the Buildings Ordinance and such other Ordinance, bye-laws and Government regulations from time to time in force;
 - (b) shall not enclose the Non-enclosed Area or any part thereof or permit it to be enclosed wholly or partially above safe parapet height other than as under the Building Plans;
 - (c) shall maintain the Non-enclosed Area in good and substantial repair and condition at such Owner's own cost and expense; and
 - (d) shall not erect, affix or place any structure on the Non-enclosed Area.
- (b) If there is any default on the part of any Owner in observing and fulfilling his obligations set out in sub-clause (a) above, the Manager shall have the right to serve a written notice to the Owner requiring him to make good the default within a reasonable time limit. If the Owner shall fail to comply with such notice the Manager shall be entitled on giving a reasonable prior notice in writing to report to the Building Authority the non-

compliance with the obligations set out in sub-clause (a) for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate.

- (c) The Owners are reminded that gross floor areas exemptions had been granted by the Government for the provision of the Non-enclosed Areas in the Development. The Government will monitor the use of the Non-enclosed Areas after completion of the Development and will take enforcement action including prosecution against non-compliance with the conditions of exemption as have been imposed.

79. The Owner of each House shall maintain the Void in his/her House in good and substantial repair and condition at such Owner's own costs and expense and shall keep and maintain the Void in such design and layout as provided in the Approved Building Plans.
80. The Greenery Area shall not be used for any other purpose without the prior consent of the Building Authority.

SECTION IX

OBLIGATION OF THE MORTGAGEE

81. The covenants, agreements and provisions contained in this Deed (including the obligations for making payment hereunder) shall not be binding on the Bank in its capacity as mortgagee/legal chargee unless and until the Bank shall have exercised its rights of foreclosure or of sale under the Security Documents or shall enter into possession of any of the Undivided Share(s) and/or Houses now comprised in the Security Documents and thereafter (a) the Bank will be bound by such covenants, agreements and provisions only in so far as the same relate to the Undivided Share(s) and/or Houses in respect of which the Bank has exercised its rights as aforesaid and (b) in the event of any partial release(s) and/or reassignment(s) in respect of the Security Documents, the Bank shall after each release and/or reassignment be bound only in accordance with the terms and conditions contained herein only in respect of the Undivided Share(s) and/or Houses still charges to the Bank under and not released or reassigned from the Security Documents.
82. In consideration of the Bank having entered into theses presents in its capacity as mortgagee/legal chargee under the Security Documents, the First Owner hereby covenants with the Bank that it shall fully observe and perform all the covenants and conditions herein contained and to be observed and performed by the First Owner while any Undivided Share or interest in any part of the Land and the Development is subject to the Security Documents and shall keep the Bank fully indemnified against the non-observance and non-performance of any of the said covenants and conditions.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALLOCATION OF UNDIVIDED SHARES

Summary of Undivided Shares

(A)	House	11,446
(B)	Common Areas and Facilities	50
	Total :	11,496

(A) Houses

<u>House</u>	No. of Undivided Shares
1 *	5,723
2 *	5,723
Sub-Total:	11,446

(B) <u>Common Areas and Facilities</u>	<u>No. of Undivided Shares</u>	<u>Total No. of Undivided Shares</u>
Common Areas and Facilities	50	50
Total [(A) + (B)] :		11,496

Remarks:

“ * ” means including the Car Parking Space, balcony, garden, flat roofs, roof, stairhood and terrace thereof

THE SECOND SCHEDULE ABOVE REFERRED TO

(Easements, Rights, Privileges and Obligations)

PART A : EASEMENTS RIGHTS AND PRIVILEGES HELD WITH EACH HOUSE

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy his House shall subject to the provisions and restrictions contained the Government Grant, in this Deed, the Development Rules, the rights of the Manager and the First Owner as herein provided have the benefit of the following easements, rights and privileges :-

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

(b) Full right and liberty for the Owner for the time being, his tenants, servants, agents, contractors, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his House;

(c) Right of escape to and through Common Areas

The right of escape to and through the Common Areas in the event of fire or emergency for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees;

(d) Right of support and shelter

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

(e) Right to passage of water etc.

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

(f) Right of entry to other parts of Land and Development to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other parts of the Land and the Development for the purpose of carrying out any works for the maintenance and repair of his House (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; and

(g) Right to easements etc.

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

2. For the avoidance of doubt, the Owners shall have no right to enter upon any part of the Land or the Development other than their own Houses save as expressly herein provided.

PART B : EASEMENTS RIGHTS AND PRIVILEGES TO WHICH EACH HOUSE IS SUBJECT

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

(a) Government's right under Government Grant

The full rights and privileges of the Government specifically excepted and reserved in the Government Grant.

(b) Manager's right of entry for purposes of repairing etc.

The full right and privilege of the Manager at all reasonable times upon reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his House or have access through his House for the purposes of carrying necessary repairs and maintenance to the Development and the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas or other Owners provided that the Manager shall forthwith at his own costs and expenses make good any damage caused thereby and will be liable for the negligent, wilful or criminal acts of the Manager, its employees, agents or contractors.

(c) Other Rights

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

THE THIRD SCHEDULE ABOVE REFERRED TO

(Covenants Provisions and Restrictions to be observed and performed by the Owners)

1. No Owner shall make any structural alteration to any part of the Development owned by him which may damage or affect or interfere with the rights of other Owners and no structural alteration to any part of his House shall be made except with the prior written approval of the Building Authority.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Land or the Development or any part thereof may become void or voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. Subject to the rights reserved to the First Owner under Clause 8 of this Deed, no Owner shall do or permit or suffer to be done by his lessees, tenants, Occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and the maintenance of the Land and the Development.
4. No Owner shall use or permit or suffer his House to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners, and Occupiers for the time being of the Land and the Development and/or any neighbouring premises.
5. No Owner shall use or permit or suffer his House to be used except in accordance with the Government Grant, this Deed and any Ordinances and regulations from time to time applicable thereto.
6. No part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or regulations of Hong Kong or of this Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or Occupiers of any other part of the Land and the Development.
7. No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities.

8. No clothing or laundry or any other things shall be hung on any flat roofs or outside the House or in the Common Areas and Facilities if they are visible from the outside of the House.
9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Land and the Development may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.
10. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any windows or external walls of the House or the Common Areas other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land or the Development. Every Owner of a House shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his House in good repair and condition.
11. No Owner of a House shall use or cause or permit his House to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.
12. No Owner of a House shall make or cause or permit any disturbing noise in his House or do or cause or permit or suffer anything to be done which will interfere with the rights, comfort, and convenience of other occupants of the Development.
13. No Owner of a House shall be entitled to connect any installation to the Common Facilities installed by the First Owner or the Manager in or for the Development or any part or parts thereof except with the prior written permission of the Manager and in accordance with any Development Rules relating to the same. No Owner of a House shall affix or install his own private aerial outside any of his House and/or the Development.
14. Save as otherwise provided in this Deed, no external placards, posters, signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of any of the Houses shall be erected, installed or otherwise affixed to or exhibited on or displayed from or projected from any of the Houses.
15. Subject to the right of the First Owner to design the first external appearance of the Houses and the Development upon construction thereof, no Owner shall paint or alter the outside of the Houses or do or permit to be done any act or thing which may or will alter the facade or external

appearance of the Houses without the prior consent in writing of the Manager and in particular, without the prior consent in writing of the Manager, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be painted, placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external walls or flat roofs or roofs or upper roofs of the Houses or the walls facing the exterior but situate within the balcony of his House.

16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his House any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
17. No Owner shall permit the playing of mahjong or the carrying out of any other noisy activities in any House between 11 p.m. and 9 a.m. if any noise so created will be audible from outside his House so as to cause disturbance to the Owners or Occupiers of any other part of the Development.
18. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Development PROVIDED THAT (i) birds or animals may be kept in a House as pets unless the same has been the cause of reasonable complaint by the Owner or Occupier of the other House of the Development, (ii) trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision.
19. Not to allow children to damage or discolour decorations in the Common Areas and Facilities and any wilful damage to or wilful discolouration to decorations in such areas by children shall be paid for by the Owner or Occupier of the House in which the child or children concerned reside.
20. Not to use water closets and other water apparatus in the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for or made good by the Owner or Occupier at his own expense in whose House it shall have been caused.
21. Not to use the refuse disposal areas (if any) other than in the manner prescribed by the Manager and subject to the Development Rules (if any) covering the same.
22. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy that might produce smoke except with the prior written consent of the Manager, but in any

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

23. No Owner shall make any alteration to or interfere with any fire-fighting equipment or suffer to be done anything to such equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.
24. No Owner of a House shall perform installation or repair works to the electrical wiring forming part of the Common Facilities.
25. No Owner or its agents licensees or contractors shall place on any part of the Development any article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof (as specified on such part) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein Provided That the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.
26. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his House and to indemnify the other Owners from and against all liability thereof.
27. Each Owner shall keep and maintain his House and all wirings and piping thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Land and the Development. The expenses of keeping in good and substantial repair and condition the interior of any House and all the fixtures and fittings and all plumbings therein or appertaining thereto or serving that House exclusively and all the windows and doors thereof (if any) shall be borne by the Owner of such House.
28. Each Owner shall observe and comply with all Ordinances, regulations, by-laws and rules for the time being in force in Hong Kong including, but not limited to the law governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment. No Owner shall do or cause to be done any act or thing

which may be contrary to any relevant Ordinance, regulations, by-laws and rules for the time being in force in Hong Kong.

29. Houses shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment 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 such Houses owned by it as show flats, for such temporary period subject to the prior written consent of the Director of Lands obtained in accordance with Special Condition No.(6) of the Government Grant.
30. No Owner shall without the prior written consent of the Manager and the competent Government authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structure on the roof or upper roof and the Manager shall have the right to enter to remove anything erected or placed on such roof or upper roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
31. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any House any metal grille or shutter or gate 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 and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities.
32. Subject to the rights of the First Owner herein provided, no Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his House or any part of the Development or be projected from the Development or any part thereof.
33. No Owner shall store or permit to be stored in any House any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
34. No House or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or Occupier.
35. Every Owner (including the First Owner) shall observe and comply with the terms and conditions of the Government Grant and this Deed. No Owner shall do or permit or suffer any

act, deed, matter or things whatsoever which amounts to a breach of any of the terms and conditions of the Government Grant and this Deed.

36. No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.
37. No Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on or upon the flat roofs forming part of a House any walls, windows, gates, doors, curtains, external awnings, canopy, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs will be enclosed or partitioned either in whole or in part.
38. No Owner (except the Owner having the exclusive right to use and occupy the flat roof which forms part of his House) shall have the right to use the flat roof except in the event of fire or emergency. The Owner and/or Occupier of the flat roof shall ensure that the escape to and through the same shall not be in any way impeded or obstructed.
39. 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.
40. No Owner shall perform alteration works to any louver type ducted flue system (including but not limited to gas water heater, flue and air intake pipes and louver type flue terminal) in his House except with the prior written approval of the Manager and such works shall be carried out by the Manager or any registered gas contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned.
41. A common wall separating two Houses shall be repaired and maintained by the Owners of the adjoining Houses jointly. Each Owner shall have the right to use the interior surface of the common wall on his side. No Owner shall use any portion of the common wall so as to interfere with the use and enjoyment of the common wall by the Owner on the other side of the common wall. If a common wall or any portion thereof is damaged or injured from any cause other than due to the act or negligence of one of such Owners, it shall be repaired or maintained at their joint cost and expenses of such Owners in equal shares.

42. No Owner shall carry out or permit or suffer to be carried out any works in connection with any House, including but not limited to demolition or alteration of any partition wall separating two Houses or any partition structures between two Houses which will result in such Houses being internally linked to and accessible from each other, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.
43. No Owner shall erect, affix or place or cause or permit or suffer to be erected, affixed or place any structure whatsoever whether of a permanent or temporary nature on the flat roof, garden and/or Non-enclosed Area forming part of his House.
44. The Owner of a House shall, at its own costs and expenses, keep repair and maintain, in good clean and safe condition, the windows, the vision panels, doors, door frames and sealant around windows and door frames, the internal surfaces of the concrete walls and fence walls facing his House or garden, the railings and glass balustrades of the balconies and/or the covered areas underneath the balconies and/or the utility platforms and/or the covered areas underneath the utility platforms forming part of his House owned by him. In addition and without prejudice to any other rights of the Manager under this Deed, the written notice (except in the case of emergency), with or without agents, surveyors, workmen and others, and with or without tools, equipment and apparatus, to enter into each House for the proposes of inspecting and examining such wall(s), openable windows, doors, window frames, sealants of the House provided that the Manager shall make good all damage caused by or arising from the exercise of such entry and shall be liable for the negligent, wilful or criminal acts of its employees or agents.
45. The Owners shall at their own expense maintain and keep the landscaped works in the Greenery Area in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director of Lands. The Owners shall instruct the Manager to carry out the aforesaid according to provision of this Deed.
46. The Owner of any House with a garden therein shall keep and maintain the garden in good and repair condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Land and the Development and shall not leave or permitted to leave the garden or any part thereof in a dilapidated or unattended state or condition.
47. The Owner of any House with a balcony or covered areas underneath the balcony (being defined as Non-enclosed Areas) shall keep maintain the same as balcony or covered area underneath

the balcony in such design and layout as provided in the Building Plans and shall not cause or permit or suffer or allow the same to be enclosed in whole or in part in whatever manner and shall at all times repair and maintain the same in good repair and condition.

48. The Owner of each House with a balcony or covered areas underneath the balcony shall not erect, affix, place or cause or permit or suffer to allow to be affixed or placed any structure or partition of any material whether of a permanent or temporary nature or any fitting on any balcony or covered areas underneath the balcony or any part thereof.
49. The Visitors' Parking Spaces shall only be used for such purposes in accordance with the Government Grant and this Deed and without prejudice to the generality of the foregoing, all such spaces shall not be used for the storage, display or exhibiting of motor vehicles or motor cycles for sale or otherwise or for the provision of car cleaning and beauty services.
50. None of the Car Parking Spaces shall be used other than for the purpose of parking private motor vehicles or motor cycles (as the case may be) licensed under the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and such spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or for the provision of car cleaning and beauty services.
51. The Visitors' Parking Spaces shall not be used otherwise than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Houses.
52. The Disabled Parking Space shall only be used for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the Houses and their bona fide guests, visitors or invitees and in particular the said space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALLOCATION OF MANAGEMENT UNITS

Summary of Management Units

Houses

<u>House</u>	No. of Management Units
1 *	5,723
2 *	5,723
Sub-Total:	11,446

Remarks:

“ * ” means including the Car Parking Space, balcony, garden, flat roofs, roof, stairhood and terrace thereof

THE FIFTH SCHEDULE ABOVE REFERRED TO

WORKS AND INSTALLATIONS

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the Slopes and Retaining Walls;
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations (if applicable);
- (x) gas supply system; and
- (xi) window installations.

SEALED with the Common Seal of GOLDEN)
)
UNITED DEVELOPMENT LIMITED in the)
)
presence of and SIGNED by)
)
)
)
duly authorized by its board of directors)
)
whose signature(s) is/are verified by :-)

Solicitor, Hong Kong SAR

SIGNED SEALED and DELIVERED by the)
)
Second Owner (who having been previously)
)
identified by identification document(s) as)
)
specified above) in the presence of :-)

Solicitor, Hong Kong SAR

INTERPRETED to the Second Owner by :-

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

Solicitor, Hong Kong SAR

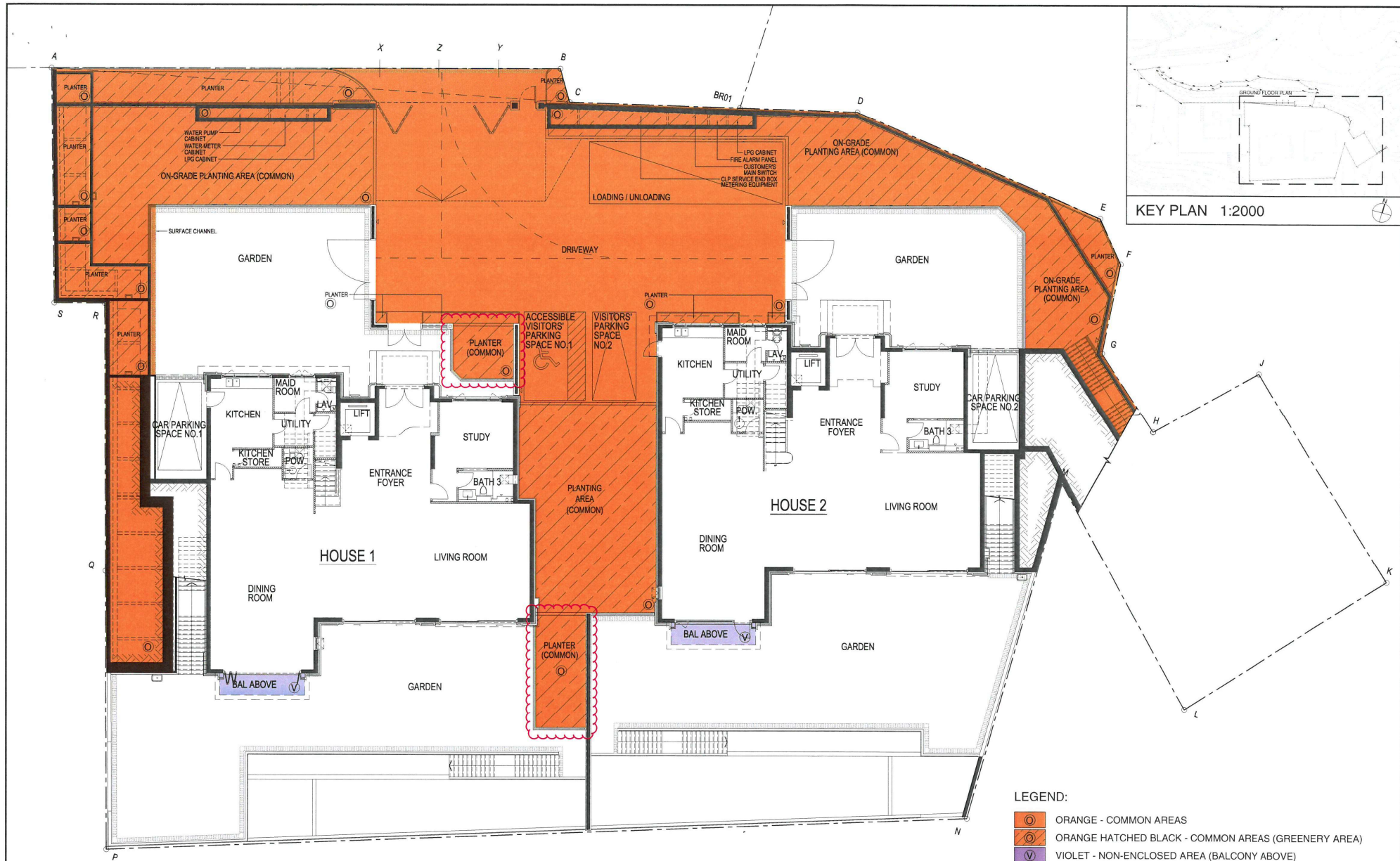
SEALED with the Common Seal of)
)
HANG SENG BANK LIMITED, the Bank, in the)
)
presence of and SIGNED by)
)
)
)
duly authorized by its board of directors)
)
whose signature(s) is/are verified by :-)

Solicitor, Hong Kong SAR

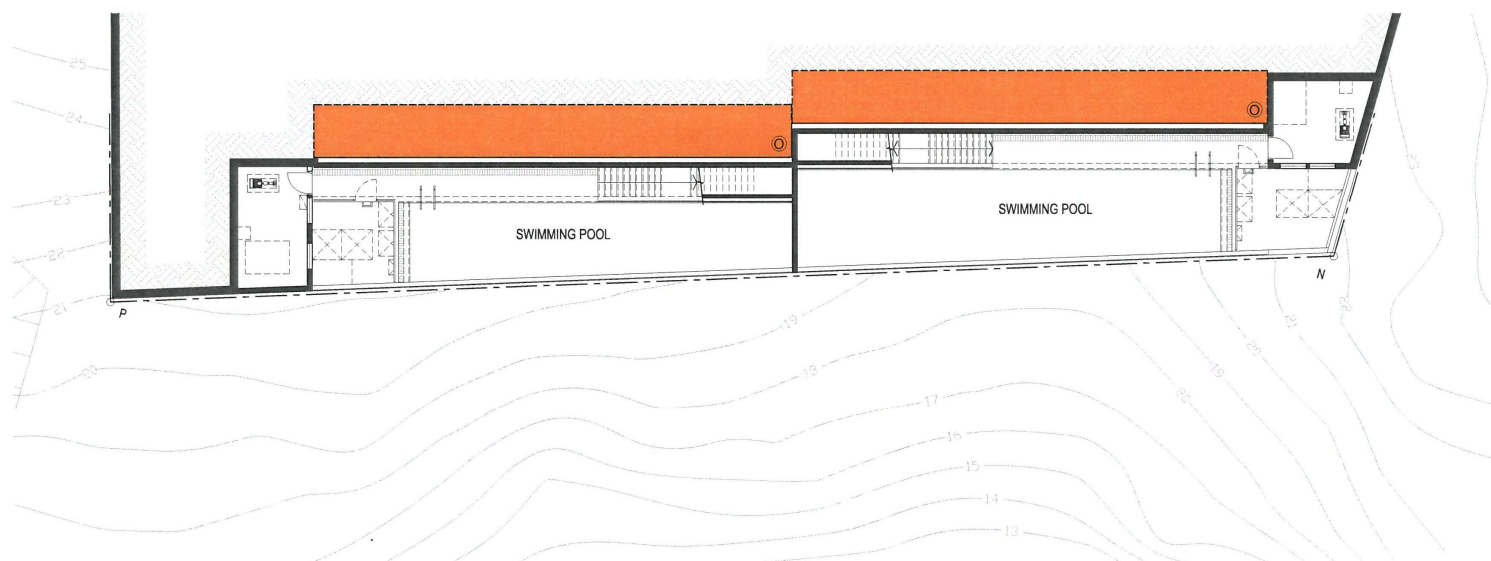
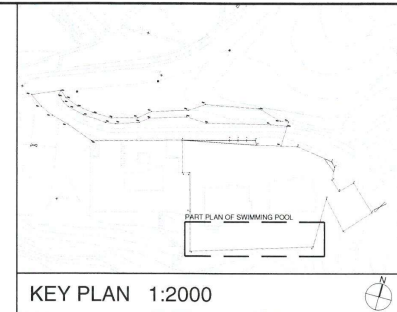
or

SIGNED SEALED and DELIVERED by)
)
)
)
)
)
)
the lawful Attorney of HANG SENG BANK)
)
LIMITED, the Bank, whose signature(s) is/are)
)
verified by :-)

Solicitor, Hong Kong SAR




Rev.	Date	Amendment	Purpose	Client	Project	Job No.	Drawing Title	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI					<div><div>LWK</div><div>+PARTNERS</div><div><div>U.S. North Tower: World Finance Centre, Harbor City, Tsim Sha Tsui, Kowloon T: 852-2501-0000 F: 852-2511-0000 E: lwk@lwk.com</div><div>東英建築師事務所 (香港) 聯華有限公司 啟 九龍尖沙咀彌敦道海濱匯銀禧中心北座15樓</div></div></div>
	20200829	FIRST ISSUE	FOR DMC	GOLDEN UNITED DEVELOPMENT LIMITED	RESIDENTIAL DEVELOPMENT ON LOT 763 IN D.D 332 LANTAU	01374	DMC - GROUND FLOOR PLAN	<div></div> <div>B.A. (A.S.) M. ARCH</div> <div>HKIA</div> <div>Registered Architect (HK)</div> <div>Authorized Person (Architect)</div>					
	20201218	AMENDMENT	FOR DMC										
	20210511	AMENDMENT	FOR DMC										
	20210705	AMENDMENT	FOR DMC										
	20210805	AMENDMENT	FOR DMC										
20220324	AMENDMENT	FOR DMC											
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										DMC-001	E	1:200 (A3)	24 MAR 2022



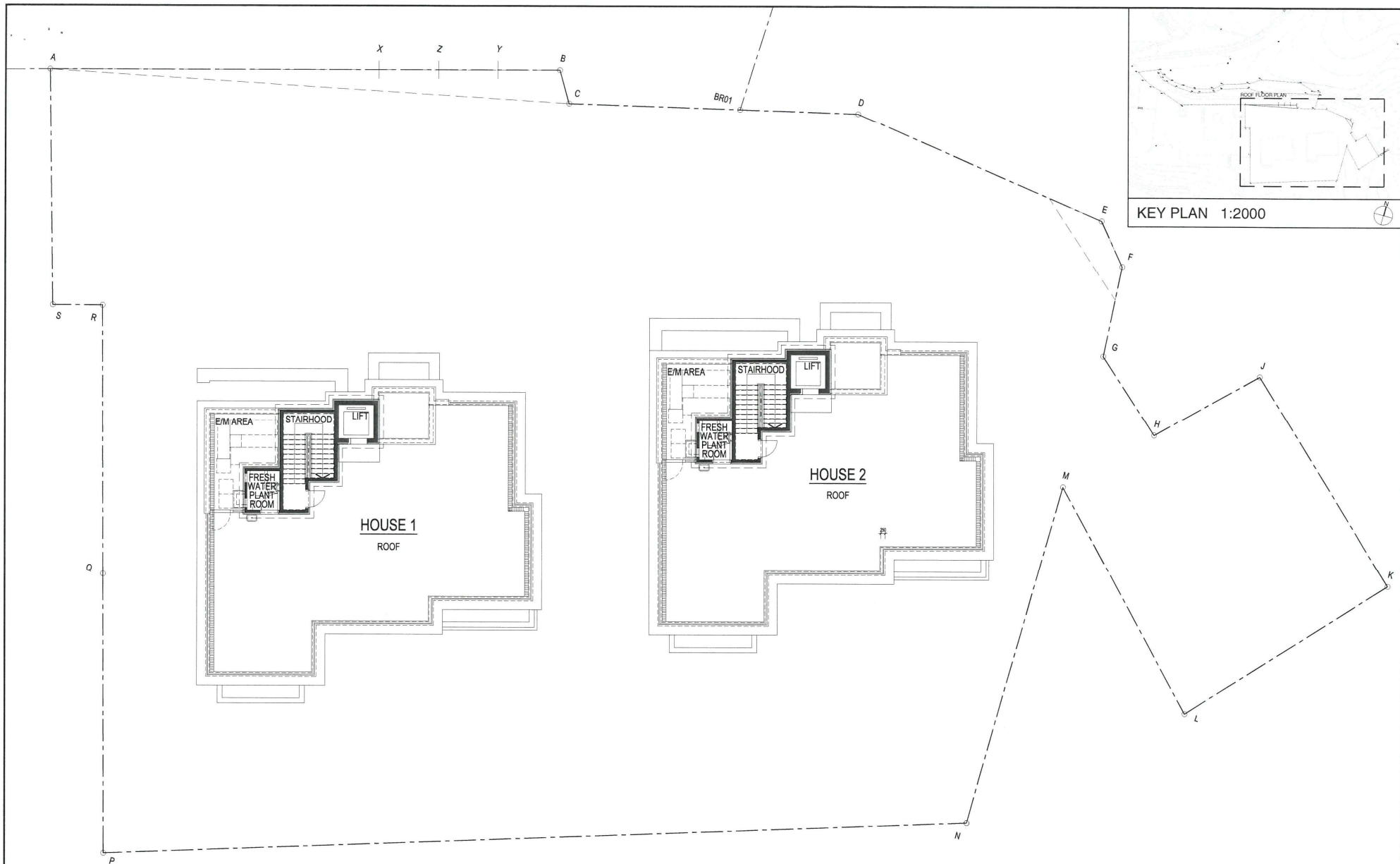
LEGEND:

 ORANGE - COMMON AREAS

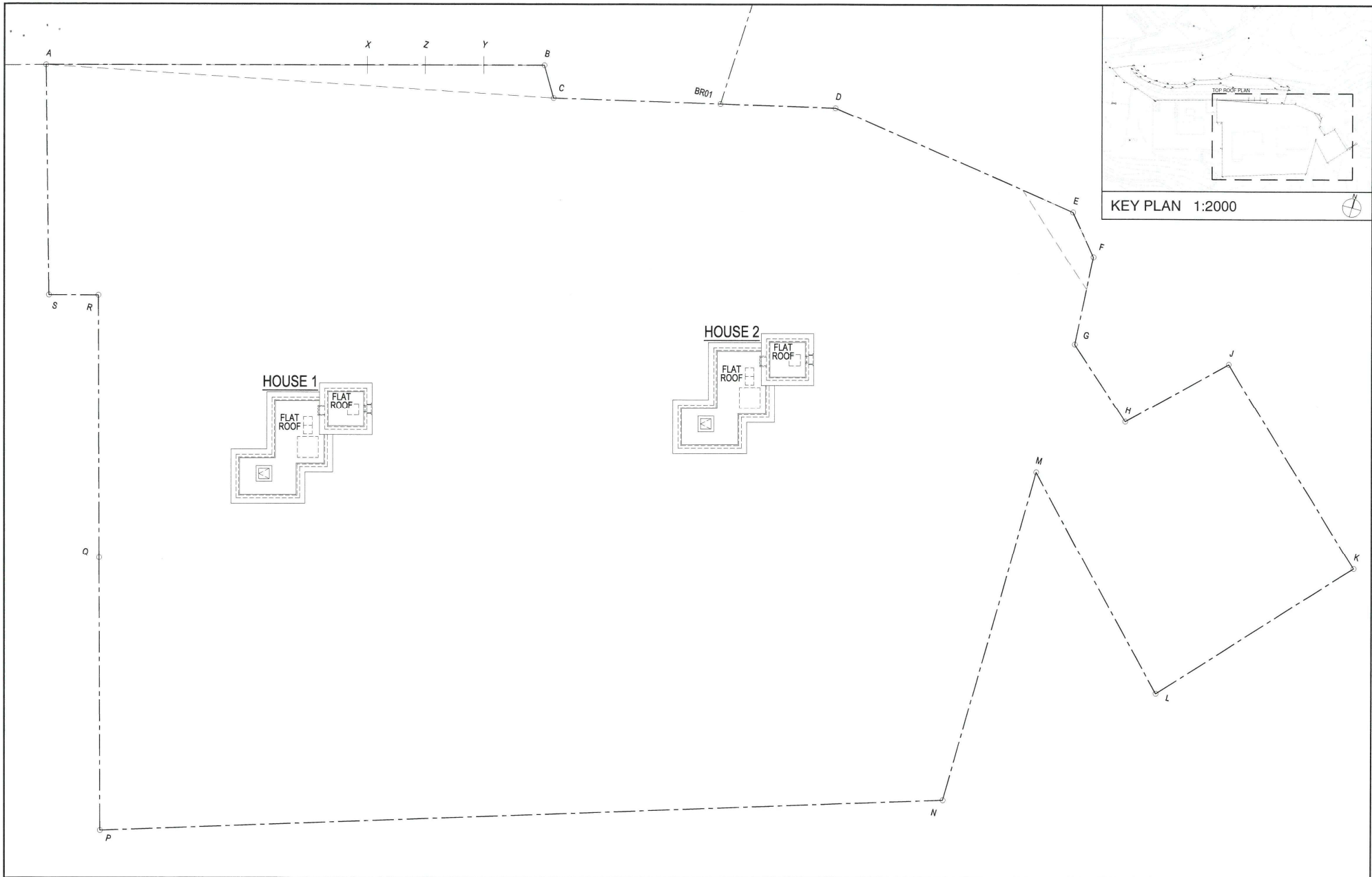
m0034	Rev.	Date	Amendment	Purpose	Client	Project	Job No.	Drawing Title	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI				<div>LWK + PARTNERS</div> <div><small>LWK North Town, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon. T: 852 2711 8833 F: 852 2711 8838 E: lwk@lwk.com</small></div> <div><small>香港新界沙田新城市廣場中心五樓15樓</small></div>			
		20200829	FIRST ISSUE	FOR DMC	GOLDEN UNITED DEVELOPMENT LIMITED	RESIDENTIAL DEVELOPMENT ON LOT 763 IN D.D 332 LANTAU	01374	DMC - PART PLAN OF SWIMMING POOL								
		20201218	AMENDMENT	FOR DMC												
		20210511	AMENDMENT	FOR DMC												
		20210705	AMENDMENT	FOR DMC												
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Rev. A 1 2 3 4 5 6	Date	Amendment	Purpose	Client	Project	Job No.	Drawing Title	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI				
	20200829	FIRST ISSUE	FOR DMC	GOLDEN UNITED DEVELOPMENT LIMITED	RESIDENTIAL DEVELOPMENT ON LOT 763 IN D.D. 332 LANTAU	01374	DMC - FIRST FLOOR PLAN	<div><div>LWK + PARTNERS 25/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon, HONG KONG T: 852-2574 1633 F: 852-2574 4008 E: lwk@lwk.com 樓上層樓層層層</div></div>				



Rev. Date A 20200829 B 20201218 C 20210511 D 20210705 E 20210805 F 20220324	Amendment FIRST ISSUE AMENDMENT AMENDMENT AMENDMENT AMENDMENT	Purpose FOR DMC FOR DMC FOR DMC FOR DMC FOR DMC	Client GOLDEN UNITED DEVELOPMENT LIMITED	Project RESIDENTIAL DEVELOPMENT ON LOT 763 IN D.D. 332 LANTAU	Job No. 01374	Drawing Title DMC - ROOF FLOOR PLAN	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI B.A. (A.S.) M.A.R.C.H. H.K.I.A. Registered Architect (HK) Authorized Person (Architect)



Rev.	Date	Amendment	Purpose	Client	Project	Job No.	Drawing Title	I HEREBY CERTIFY THE ACCURACY OF THIS PLAN NG KWOK FAI				<div>LWK +PARTNERS</div> <div>35/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon, T. 852 2511 8833 F. 852 2574 6668 E. lwk@lwk.com 九龍尖沙咀海濱道15號</div>					
	20200829	FIRST ISSUE	FOR DMC	GOLDEN UNITED DEVELOPMENT LIMITED	RESIDENTIAL DEVELOPMENT ON LOT 763 IN D.D. 332 LANTAU	01374	DMC - TOP ROOF PLAN										
	20201218	AMENDMENT	FOR DMC														
	20210511	AMENDMENT	FOR DMC														
	20210705	AMENDMENT	FOR DMC														
	20210805	AMENDMENT	FOR DMC														
20220324	AMENDMENT	FOR DMC															
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