

Dated the _____ day of _____ 201

PINE CHEER LIMITED,
SINO ABLE INVESTMENTS LIMITED
AND
FORTRESS JET INTERNATIONAL LIMITED
(as Registered Owner)

AND
[_____]
(as First Purchaser)

AND
J PLUS HOSPITALITY LIMITED
(as Manager)

AND
THE BANK OF EAST ASIA, LIMITED
(as Mortgagee)

**DEED OF MUTUAL COVENANT
incorporating
MANAGEMENT AGREEMENT**

in respect of

The Remaining Portion of Subsection 2 of Section A of Inland Lot No.1580, The Remaining Portion of Subsection 1 of Section A of Inland Lot No.1580, Subsection 1 of Section C of Subsection 1 of Section A of Inland Lot No.1580, The Remaining Portion of Section C of Subsection 1 of Section A of Inland Lot No.1580, The Remaining Portion of Section B of Subsection 2 of Section A of Inland Lot No.1580 and Subsection 1 of Section B of Subsection 2 of Section A of Inland Lot No.1580

VINCENT T.K. CHEUNG, YAP & CO.
SOLICITORS & NOTARIES
11th Floor, Central Building,
1-3 Pedder Street, Central,
Hong Kong

Draft : 02-04-2013
Ref. No.: AF/CC/FWWK/12002228

THIS DEED OF MUTUAL COVENANT INCORPORATING MANAGEMENT AGREEMENT is made the _____ day of _____ 201

BETWEEN

(1) PINE CHEER LIMITED (展栢有限公司), SINO ABLE INVESTMENTS LIMITED (捷毅投資有限公司) and FORTRESS JET INTERNATIONAL LIMITED (堡捷國際有限公司) whose registered offices are all situate at Unit 3102, 31/F., Bank of America Tower, 12 Harcourt Road, Central, Hong Kong ("the Registered Owner" which expression shall where the context so admits or requires include their respective successors and assigns) of the first part;

(2) [] of [] ("the First Purchaser" which expression shall where the context so admits include its successors and assigns) of the second part;

(3) J PLUS HOSPITALITY LIMITED whose registered office is situate at Unit 3102, 31/F., Bank of America Tower, 12 Harcourt Road, Central, Hong Kong ("the Manager" which expression shall where the context so admits include its successors and assigns) of the third part; and

(4) THE BANK OF EAST ASIA, LIMITED whose registered office is situate at 10 Des Voeux Road Central, Hong Kong ("the Mortgagee" which expression shall where the context so admits include its successors and assigns) of the fourth part.

SECTION A

RECITALS

WHEREAS :-

- | | |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Title | 1. Immediately prior to the assignment to the First Purchaser hereinafter referred to, the Registered Owner was the registered owner (as tenants in common in the ratio of 4,050:4,743:1,207) and in possession of the Land which is held under the Government Grant subject to the Mortgage. |
| Development | 2. The Registered Owner (as tenants in common as aforesaid) has developed or is in the course of developing the Land in accordance with the Approved Plans and has constructed or is in the course of constructing on the Land the Development. |
| Allocation of Shares | 3. For the purpose of distribution and sale, the Land and the Development have been notionally divided into 74,511 equal undivided shares which have been allocated as provided in the manner described in Part I of the First Schedule. |
| Partial Release | 4. By a partial release bearing even date but executed immediately prior to the assignment hereinafter referred to, the Premises were released by the Mortgagee to the Registered Owner (as tenants in common as aforesaid) from the Mortgage. |
| Assignment | 5. By an assignment bearing even date herewith executed immediately prior to this Deed and made between the Registered Owner (as tenants in common as aforesaid) of the one part and the First Purchaser of the other part, the Registered Owner (as tenants in common as aforesaid) assigned unto the First Purchaser the Premises. |
| Purposes of Deed | 6. The parties hereto have agreed to enter into this Deed for the purposes of :- |

- (a) defining and regulating the rights, interests and obligations of themselves and all subsequent Owners in respect of the Land and the Development;
- (b) making provisions for the maintenance and management of the Land and the Development;
- (c) appointing J Plus Hospitality Limited as the Manager to exercise the powers and perform the duties on its part for the period and on the terms and conditions herein contained; and
- (d) confirming the Mortgagee's agreement to the provisions hereof.

NOW THIS DEED WITNESSETH that the parties hereto have agreed and **DO HEREBY COVENANT** with each other as follows to the intent that this Deed shall enure to the benefit of and shall bind each of them and their respective successors in title and Persons deriving title under or through them or any of them and all Persons who may hereafter during the Term become an Owner :-

SECTION B

DEFINITIONS

1. In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

"A/C Platform"	means each of the non-enclosed air-conditioner platforms attached to a Unit intended for use of placing air-conditioning units;
"Annual Meeting"	means the annual general meeting of the Owners of the Development convened in accordance with Section G of this Deed;
"Approved Plans"	means the building plans and specifications for the construction of the Development approved by the Building Authority under reference No.BD 3036/11 as from time to time amended, modified and substituted;
"Authorized Person"	means Mr. Henry C.L. Lai of Archiplus International (HK) Limited and this expression shall include any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) for the time being appointed by the Registered Owner in his place;
"Balcony"	means each of the non-enclosed balconies forming part of the Residential Unit intended for exclusive ownership by the relevant Owner of his Residential Unit;
"Building Rules"	means the Building Rules and Fitting-Out Rules set out in Section K herein as varied or modified by the Manager from time to time;
"Capital Funds"	means the Car Park Capital Fund, the Commercial Capital Fund, the Residential Capital Fund and the Reserved Areas Capital Fund;

"Car Park" or "Car Parks"	means the car parking space(s) as shown and delineated on the Approved Plans for the parking of motor vehicles;
"Car Park Capital Fund"	means a non-refundable and non-transferable fund to be established and maintained by the Manager and contributed by the Owners of the Car Parks pursuant to Clause 2(a) of Section J of this Deed to meet expenditure of a capital or non-recurrent nature which shall include, inter alia, expenses for the purchase, protection, replacement, improvement, upgrade and renovation of the Car Park Common Areas, the Car Park Common Services and Facilities, the Estate Common Areas, the Estate Common Services and Facilities or any part thereof and/or for the efficient management and maintenance of the Development;
"Car Park Common Areas"	means and includes all those areas of the Development as shown on the Basement 2 Floor Plan and the Basement 1 Floor Plan annexed to this Deed and certified as to the accuracy thereof by or on behalf of the Authorized Person and thereon coloured pink and intended for the common use and benefit of the Owners and Occupiers of the Car Parks including, but not limited to, entrances, ramps, driveways, access areas, staircases, fan rooms (if any), floor slabs and any other parts of the Development for the common benefit of the Owners and Occupiers of the Car Parks and their visitors and not for the exclusive use or benefit of the Owner or Occupier of any individual Car Park EXCLUDING the Estate Common Areas and the Residential Common Areas and EXCLUDING any part, space, area or facility the exclusive right and privilege to hold, use, occupy and enjoy the same that belongs to any particular Owner PROVIDED THAT , where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of " common parts " set out in section 2 of the Ordinance and/or (b) any parts specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of " common parts " set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Car Park Common Areas;
"Car Park Common Services and Facilities"	means all those installations and facilities of the Development used in common by or installed for the common benefit of the Owners and Occupiers of the Car Parks and not for the exclusive use or benefit of the Owner or Occupier of any individual Car Parks and include:- <ul style="list-style-type: none"> (a) lighting, air-conditioning and mechanical ventilation (if any) for the Car Park Common Areas; (b) security system; and (c) any other facilities and equipment installed for the common use and benefit of any of the Owners or Occupiers of the Car Parks and not for the use and benefit of a particular Car Park, <p>EXCLUDING the Estate Common Services and Facilities and the Residential Common Services and Facilities and EXCLUDING any part, space, area or facility the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular owner;</p>

"Club House"	means the recreational facilities and landscape areas and facilities of the Development for use by the Owners and Occupiers of the Residential Units and their bona fide visitors which shall include but not limited to landscape areas, outdoor swimming pool, jacuzzi, gymnasium, footbath, changing rooms, lavatories, accessible toilet(s), showers, saunas, function room and reading area as shown on the 2nd Floor Plan and the 3rd Floor Plan annexed to this Deed and certified as to the accuracy thereof by or on behalf of the Authorized Person;
"Club Rules"	means the rules, regulations or procedures as may be imposed, made, revoked or amended by the Manager from time to time relating to the use, management, operation and maintenance of the Club House including any payment or charge;
"Commercial Accommodation"	means such parts of the Development constructed or to be constructed for commercial purposes in accordance with the Approved Plans as shown on the Ground Floor, the 1st Floor Plan and the Elevation 1, 2, 3 & 4 Plans annexed to this Deed and certified as to the accuracy thereof by or on behalf of the Authorized Person and thereon coloured indigo and indigo stippled black and includes, without limitation, (i) certain parts, portions, spaces, and areas of the Ground Floor and the First Floor of the Development for commercial use including, without limitation, the shops, the lavatories, the accessible toilet (and all facilities and equipment therein), the staircases and the flat roofs therein; (ii) the A/C platforms, planters and AHU Room on the 1st Floor and (iii) certain areas, installations and facilities on the Ground Floor and the First Floor of the Development used or to be used in common by, or installed or to be installed for the common benefit of, the Owners and Occupiers of the Commercial Units and their visitors and not for the exclusive use or benefit of the Owner or Occupier of any individual Commercial Unit or his visitors;
"Commercial Accommodation External Wall"	means each portion of the external wall of the Development forming part of the Commercial Accommodation intended for exclusive ownership by the Owner thereof;
"Commercial Capital Fund"	means a non-refundable and non-transferable fund to be established and maintained by the Manager and contributed by the Owners of the Commercial Accommodation pursuant to Clause 2(a) of Section J of this Deed to meet expenditure of a capital or non-recurrent nature which shall include, inter alia, expenses for the purchase, protection, replacement, improvement, upgrade and renovation of the Estate Common Areas, the Estate Common Services and Facilities or any part thereof and/or for the efficient management and maintenance of the Commercial Accommodation and the Development;
"Commercial Unit"	means a Unit intended for commercial use in the Commercial Accommodation;
"Common Areas"	means the Estate Common Areas, the Car Park Common Areas, the Residential Common Areas and all those parts of the Development designated as common areas in any Sub-Deed of Mutual Covenant;
"Common Services and"	means the Estate Common Services and Facilities, the Car Park

Facilities"	Common Services and Facilities, the Residential Common Services and Facilities and such of the services and facilities of the Development designated as common services and facilities in any Sub-Deed of Mutual Covenant;
"Deed"	means this Deed of Mutual Covenant incorporating Management Agreement as amended or varied from time to time;
"Development"	means the entire development known as "yoo Residence" constructed or to be constructed upon the Land comprising the Car Parks, the Commercial Accommodation, the Residential Accommodation and the Common Areas;
"Estate Common Areas"	means those parts of the Development as shown on the Floor Plans and the Elevation Plans annexed to this Deed and certified as to the accuracy thereof by or on behalf of the Authorized Person and thereon coloured yellow, yellow stippled black, yellow cross-hatched black and yellow cross-hatched black cum yellow stippled black and intended for the common use and benefit of the Owners and Occupiers of the Units including, but not limited to, certain flat roofs, entrances, exits, pavement, the Yellow Stippled Black Area, the Setback Area, passageways, stairways and staircases, the drop gates (if any), the run in/out, the driveway on Ground Floor, the car lift, lift machine room, meter room, lift lobbies on Basement 1 Floor and Basement 2 Floor, the LGV Parking Space, the store for management office, the drencher pump room, the flushing water pump room, the flush water tank room, the F.S. & sprinkler water pump rooms, the sprinkler water tank, the exhaust duct, the refuse storage and material recovery chamber, the pump room, the T.B.E. room, the TX room, the HV switch room, the water meter cabinet, the F.S. control room, the sprinkler control valve room, the F.S. inlet, the sprinkler inlet, the drencher inlet, the check meter cabinet, the LV switch room, the water tanks, the fan rooms, the F.S. water tank, the planters, architectural features, areas for installation or use of aerial broadcast distribution facilities and telecommunications network facilities, emergency gen-set room, Vertical Greening and external walls of the Ground Floor and the 1st Floor of the Development (but excluding, for the avoidance of doubt, the external walls forming part of the Commercial Accommodation or the Residential Accommodation) EXCLUDING the Car Park Common Areas and the Residential Common Areas and EXCLUDING any part, space, area or facility the exclusive right and privilege to hold, use, occupy and enjoy the same that belongs to any particular Owner PROVIDED THAT , where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of " common parts " set out in section 2 of the Ordinance and/or (b) any parts specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of " common parts " set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas;
"Estate Common Services and Facilities"	means all those installations and facilities of the Development installed for the common use and benefit of the Owners and Occupiers of the Development and their visitors and not for exclusive use and benefit of

any particular Owner or Occupier or his visitor including but not limited to:-

- (a) such of the sewers, drains, water courses, pipes, gutters, wells (if any), aerials, wires and cables, and other services facilities, whether ducted or otherwise which are or at any time may be in, under or over or passing through the Land and/or the Development, through which water, sewage, gas, electricity and any other services are supplied to the Development;
- (b) the drencher pump room, the flushing water pump room, the F.S. & sprinkler water pump rooms, the sprinkler water tank, the refuse storage and material recovery chamber, the pump room, the T.B.E. room, the TX room, the HV switch room, the water meter cabinet, the F.S. control room, the sprinkler control valve room, the F.S. inlet, the sprinkler inlet, the drencher inlet, the check meter cabinet, the LV switch room, the water tanks, the fan rooms, the F.S. water tank and the facilities and equipment therein for the common use and benefit of the Development;
- (c) drop gates (if any), metal gates, features and fences, louvres, lighting and mechanical ventilation/air-conditioning (if any) for the Estate Common Areas; and
- (d) refuse collection equipment and facilities,

EXCLUDING the Car Park Common Services and Facilities and the Residential Common Services and Facilities and **EXCLUDING** any part, space, area or facility the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner;

"Fire Safety Management Plan"

means the fire safety management plan and measures relating to Open Kitchen Unit(s) required to be implemented by the Buildings Department and set out in the Fifth Schedule hereto and any addition or variation thereto from time to time in accordance with the relevant requirements of the Buildings Department, the Fire Services Department or any other relevant government authority;

"Fitting-Out Rules"

means any rules, regulations or procedures as the Manager may make, impose, implement, revoke or amend from time to time for the fitting-out, decoration and alteration of a Unit;

"Flat Roof"

means the area adjoining to certain Commercial Unit(s) on the First Floor (if any) and Residential Units on the 5th Floor, the 32nd Floor, the 33rd Floor and the Roof Floor held or intended to be held with a Commercial Unit or a Residential Unit (as the case may be);

"Government"

means the Government of Hong Kong;

"Government Grant"

means the six several new Government Leases for the respective renewed terms of 75 years, 75 years, 75 years, 75 years, 75 years and 75 years each commencing on the 29th day of January 1975 (their respective original terms of 75 years, 75 years, 75 years, 75 years, 75 years and 75 years each commencing on the 29th day of January 1900 having expired) which are deemed to have been granted pursuant to the provisions of the Government Leases Ordinance (Cap.40) under the

Government Lease of the whole of Inland Lot No.1580 dated the 21st day of January 1901 and made between Queen Victoria of the one part and The Hong Kong Land Investment and Agency Company Limited of the other part, and shall include any subsequent extensions variations or modifications thereto or renewals thereof;

- "Hong Kong" or "HKSAR" means the Hong Kong Special Administrative Region of the People's Republic of China;
- "Indigo Stippled Black Area" means the area of the Development as, for identification purpose, shown coloured indigo stippled black on the Ground Floor Plan annexed to this Deed.
- "Insured Risks" means loss or damage by or in consequence of fire, earthquake, landslip, subterranean fire, bursting or overflowing of water tanks, apparatus or pipes, riot or civil commotion, strikes, labour or political disturbances, the action of malicious persons, explosion (including explosion of boilers and other heating or ventilation apparatus), lightning, thunderbolt, storm, tempest, typhoon, floods, impact by any road vehicle, aircraft or other aerial device or articles dropped therefrom, accidental damage to underground pipes and cables, and such other risks as the Manager in its sole discretion may from time to time decide;
- "Land" means all those pieces or parcels of ground registered in the Land Registry as The Remaining Portion of Subsection 2 of Section A of Inland Lot No.1580, The Remaining Portion of Subsection 1 of Section A of Inland Lot No.1580, Subsection 1 of Section C of Subsection 1 of Section A of Inland Lot No.1580, The Remaining Portion of Section C of Subsection 1 of Section A of Inland Lot No.1580, The Remaining Portion of Section B of Subsection 2 of Section A of Inland Lot No.1580 and Subsection 1 of Section B of Subsection 2 of Section A of Inland Lot No.1580 including any further extension(s) thereto (if any);
- "LGV Parking Space" means the LGV parking space on Basement 1 Floor;
- "Maintain" or "maintain" means inspect, test, repair, uphold, support, rebuild, renew, upgrade, renovate, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace, decorate and paint or such of the foregoing as maybe applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly;
- "Maintenance Manual for the Works and Installations" means a maintenance manual for the Works and Installations in respect of the Development compiled by the Registered Owner at its own costs;
- "Management Charges" means the monthly charges and other costs, charges, expenses and contributions necessarily and reasonably incurred in the management of the Development and calculated in accordance with the provisions of Section J of this Deed;
- "Management Shares" means the management shares from time to time attributable to the Commercial Units, the Residential Units, the Car Parks and the Reserved Areas as set out in Part II of the First Schedule or as described in any Sub-Deed of Mutual Covenant for the purpose of fixing the

	amount to be contributed by the Owners to the management expenses of the Development;
"Manager"	means as the context requires :- <ul style="list-style-type: none"> (i) J Plus Hospitality Limited; or (ii) such other Person, firm or company as may be appointed by the Owners pursuant to Section H of this Deed; or (iii) the Owners' Committee when undertaking the management of the Development itself in exercise of its powers on that behalf contained in Section F of this Deed;
"Manager's Remuneration"	means the remuneration of the Manager for the performance of its duties in accordance with the provisions of this Deed;
"Mortgage"	means the Debenture and Mortgage on the Land and all messuages erections and buildings thereon registered in the Land Registry by Memorial No.11050503110067 and as may be varied or supplemented thereafter from time to time;
"Occupation Permit"	means a temporary or permanent Occupation Permit issued by the Building Authority in respect of the Development or any part thereof;
"Occupiers"	means and includes any Person occupying or using a Unit with the consent, express or implied, of an Owner, 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/or visitors, and in the case of the Commercial Accommodation, also their tenants, employees, customers and suppliers;
"Open Kitchen Unit"	means any Residential Unit with open kitchen;
"Ordinance"	means the Building Management Ordinance (Cap.344) (as amended from time to time or any other ordinance replacing or re-enacting it);
"Owner"	means and includes each Person as defined in the Ordinance being the Person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share and every joint tenant or tenant in common of any such Undivided Share and where any such Undivided Share has been assigned or charged by way of mortgage or charge, the word "Owner" shall include a registered mortgagee or chargee in possession of such Undivided Share;
"Owners' Committee"	means the Owners' Committee formed pursuant to Section F of this Deed and, where an Owners' Corporation has been formed, the management committee of the Owners' Corporation;
"Owners' Corporation"	means a corporation of the Owners of the Development formed pursuant to the Ordinance;
"Party Wall"	means an internal wall which divides two Units;

"Person"	means and includes a natural person, a legal person, a body corporate or an unincorporated association or other judicial person, a partnership, a firm, a joint venture or a trust and that person's legal personal representatives, permitted assigns and successors;
"Premises"	means all those [] Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy all that [];
"Reserved Areas"	means such part of the external walls of the Development reserved for advertising and other lawful purposes as shown on the Elevation plan(s) annexed to this Deed and certified as to the accuracy thereof by or on behalf of the Authorized Person and thereon coloured red;
"Reserved Areas Capital Fund"	means a non-refundable and non-transferable fund to be established and maintained by the Manager and contributed by the Owners of the Reserved Areas pursuant to Clause 2(a) of Section J of this Deed to meet expenditure of a capital or non-recurrent nature which shall include, inter alia, expenses for the purchase, protection, replacement, improvement, upgrade and renovation of the Development Common Areas, the Development Common Services and Facilities or any part thereof and/or for the efficient management and maintenance of the Development;
"Residential Accommodation"	means such parts of the Development constructed or to be constructed for residential purposes in accordance with the Approved Plans and includes, without limitation, the Residential Units;
"Residential Capital Fund"	means a non-refundable and non-transferable fund to be established and maintained by the Manager and contributed by the Owners of the Residential Accommodation pursuant to Clause 2(a) of Section J of this Deed to meet expenditure of a capital or non-recurrent nature which shall include, inter alia, the expenses for the purchase, protection, replacement, improvement, upgrade and renovation of the Residential Common Areas and the Residential Common Services and Facilities or any part thereof and the Estate Common Areas, the Estate Common Services and Facilities or any part thereof and/or for the efficient management and maintenance of the Residential Accommodation and the Development;
"Residential Common Areas"	means and includes all those areas of the Development (whether within or outside the Residential Accommodation) as shown on the Basement 2 Floor Plan, the Basement 1 Floor Plan, the Ground Floor Plan, the 1st Floor Plan, the 2nd Floor Plan, the 3rd Floor Plan, the 5th Floor Plan, the 6th - 12th, 15th - 16th, 18th - 23rd & 25th - 29th Floor Plan, the 17th Floor Plan, the 30th Floor Plan, the 31st Floor Plan, the 32nd Floor Plan, the 33rd Floor Plan, the Roof Floor Plan, the Upper Roof 1 Floor Plan and the Elevation 1, 2, 3 & 4 Plans annexed to this Deed and certified as to the accuracy thereof by or on behalf of the Authorized Person and thereon coloured green and green hatched black and intended for the common use and benefit of the Owners and Occupiers of the Residential Units and their bona fide visitors including, but not limited to, the Club House, the lift lobbies on all floors (except the Basement 2 Floor, the Basement 1 Floor, the 1st Floor and the 33rd Floor), the lift shafts, the

filtration plant room for swimming pool on 1st Floor, Wider Common Corridors, staircases, exits, ramps, the external walls of the Residential Accommodation, the main entrance on the Ground Floor, the meter room, the water meter cabinet, RS&MMR, the caretaker's counter, planters, the Sky Garden on the 3rd Floor, the refuge floor, the drencher water tank and drencher pump room on 17th Floor, the architectural fins and features, pipes serving the Residential Accommodation, the lift machine room, the potable and flushing water pump rooms, the potable and flushing water tanks and the water tank room on Upper Roof 1 Floor, the fan room, the A/C Platforms not forming part of the Residential Units and any other parts of the Development for the common benefit of the Owners and Occupiers of the Residential Units and their visitors and not for the exclusive use or benefit of the Owner or Occupier of any individual Residential Unit or his visitors **EXCLUDING** the Estate Common Areas and the Car Park Common Areas and **EXCLUDING** any part, space, area or facility the exclusive right and privilege to hold use, occupy and enjoy the same that belongs to any particular Owner **PROVIDED THAT**, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "**common parts**" set out in section 2 of the Ordinance and/or (b) any parts specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "**common parts**" set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas;

"Residential Common Services and Facilities"

means all those installations and facilities of the Development (whether within or outside the Residential Accommodation) used in common by or installed for the common benefit of the Owners and Occupiers of the Residential Units and their visitors and not for the exclusive use or benefit of the Owner or Occupier of any individual Residential Unit or his visitors and include:-

- (a) lighting, air-conditioning and mechanical ventilation (if any) for the Residential Common Areas;
- (b) the Club House;
- (c) the Sky Garden;
- (d) television and wireless aerials, security system;
- (e) the lift shafts; and
- (f) any other facilities and equipment installed for the common use and benefit of any of the Owners, Occupiers or visitors of the Residential Units and not for the use and benefit of a particular Residential Unit,

EXCLUDING the Estate Common Services and Facilities and the Car Park Common Services and Facilities and **EXCLUDING** any part, space, area or facility the exclusive right and privilege to hold use occupy and enjoy the same belongs to any particular Owner;

"Residential Unit"

means a Unit intended for residential use in the Residential Accommodation;

"Setback Area"

means the area of the Development as, for identification purpose, shown coloured yellow cross-hatched black and yellow cross-hatched

black cum yellow stippled black on the Ground Floor Plan annexed to this Deed which said area is to be/has been carved out, surrendered, dedicated or voluntary set back or assigned (as the case may be) to the public and/or the Government;

- "Sky Garden" means the sky garden in the Development which is shown on the 3rd Floor Plan annexed to this Deed and certified as to the accuracy thereof by or on behalf of the Authorized Person;
- "Slope and Retaining Structures" All slopes, slope treatment works, retaining walls and other structures (if any) within or outside the Lot, the maintenance of which is the liability of the Owners under the Government Grant or this Deed;
- "Slope and Retaining Wall Maintenance Guideline" means the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time);
- "Sub-Deed of Mutual Covenant" means any Sub-Deed of Mutual Covenant entered into between the co-owners of any part of the Land and the Development;
- "Term" means the respective terms of years created by the Government Grant as may be extended by any legislation;
- "Unit" means any unit or any part, portion or space of the Development intended for the exclusive use occupation and enjoyment by an Owner thereof and to which Undivided Shares have been or will be allocated and, for avoidance of doubt, includes any part of the Commercial Accommodation, a Car Park, a Residential Unit or any of the Reserved Areas as the case may be;
- "Utility Platform" means each of the non-enclosed utility platforms forming part of the Residential Unit intended for exclusive ownership by the relevant Owner of his Residential Unit;
- "Vertical Greening" means such part of the external wall from upper part of the Ground Floor to 1st Floor as shown on the Elevation 3 Plan annexed to this Deed and certified as to the accuracy thereof by or on behalf of the Authorized Person and thereon annotated "Vertical Greening";
- "Wider Common Corridors" means the wider common corridors in the Development which are shown on the 5th Floor Plan and the 6th - 12th, 15th - 16th, 18th - 23rd & 25th - 32nd Floor Plan Floor Plan annexed to this Deed and certified as to the accuracy thereof by or on behalf of the Authorized Person and thereon coloured green hatched black;
- "Works and Installations" means all major works and installation in the Development as at the date of this Deed as contained in the Fourth Schedule, which will require regular maintenance on a recurrent basis; and
- "Yellow Cross-Hatched Black Cum Yellow Stippled Black Area" means the area of the Development as, for identification purpose, shown coloured yellow cross-hatched black cum yellow stippled black on the Ground Floor Plan annexed to this Deed.
- "Yellow Stippled Black Area" means the area of the Development as, for identification purpose, shown coloured yellow stippled black on the Ground Floor Plan

annexed to this Deed.

2. In this Deed (if the context so permits or requires) words or expressions importing the masculine gender shall include the feminine or neuter gender and vice versa and words importing the singular number only shall include the plural number and vice versa and reference to Clauses, Sub-clauses, Paragraphs and Schedules shall be references to clauses, sub-clauses, paragraphs and schedules of this Deed.

3. The index, headings and marginal notes in this Deed are included merely for ease of reference and shall not affect the interpretation or construction of the relevant clauses and paragraphs.

4. The rule known as the ejusdem generis rule 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.

5. References to any specific ordinance shall be deemed to refer to any modification, amendment or re-enactment thereof and any bye-laws, rules or regulations thereunder for the time being in force and shall include any legislation, ordinance, bye-laws, rules or regulations in substitution therefor.

SECTION C

RIGHTS OF OWNERS

- Rights attaching to each Share
1. Each Share shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant and this Deed be held by the Person or Persons from time to time entitled thereto together with :
- (a) the full and exclusive right and privilege to hold, use, occupy and enjoy the Unit designated opposite to such Share in the First Schedule and to receive rents and profits therefrom; and
 - (b) if and for so long as an Owner shall punctually make payment of the Management Charges at the time and in the manner herein provided and subject to the Building Rules, the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule
- but subject to the exceptions and reservations set out in Part II of the Second Schedule.
- Rights of the Registered Owner
2. (a) The Registered Owner shall at all times hereafter during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof save only the Premises and the Common Areas.
- (b) The Registered Owner shall for as long as it remains the beneficial owner of any Share have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the acts or deeds and to exercise all or any of the rights set out in Part I of the Second Schedule.
- Rights of the First Purchaser
3. The First Purchaser shall at all times hereafter during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the Premises together with the appurtenances thereto and the entire rents and profits thereof.
- Right to make additions etc.
4. Each Owner of a Unit shall have the right subject to the provisions of this Deed and the Building Rules to make or install in his own Unit at his own expense any additions, improvements, lights, fittings, fixtures or decorations which can be installed, fixed and removed without structural alteration or damage and without affecting the existing design or external appearance of the Development (including but not limited to finishes and colour of the external wall, windows and glazing, position of flue, aperture and material of balcony railings) and each such Owner shall have the right to remove the same at his own expense.
- Right of Owners to sell or lease
5. (a) Subject to the provisions of the Government Grant and Clauses 8 and 9 of this Section C, each Owner shall have the full right and liberty without reference to the other Owner or Owners or other Person or Persons otherwise who may be interested in any Share or Shares in any way whatsoever and without the necessity of making such other Owners or such other Person a party to the

transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Share provided that any such transaction shall be expressly subject to the terms of this Deed and the Sub-Deed of Mutual Covenant (if any).

(b) Each Owner shall be responsible to the other Owners for the due performance and observance on the part of his tenant or lessee or licensee or occupier of the terms and conditions hereof.

Party Walls

6. A Party Wall (if any) shall be repaired and maintained as such by the Owners of the Units which the Party Wall separates.

Commercial
Accommodation
External Wall and
the Reserved Areas

7. Subject to the provisions of the Government Grant (if applicable) and the written approval of the Manager (which approval shall not be unreasonably withheld), the Owner(s) of the Commercial Accommodation External Wall and the Reserved Areas shall have the exclusive right to erect, affix, install, paint or erect on the Commercial Accommodation External Wall and the Reserved Areas (as the case may be) or any part thereof any bill, notice, placard, poster, signage, advertisements (illuminated or otherwise), signboards, lighting fixtures, fixtures, installations and structures of similar kind ("the Signs") and to maintain, alter, renew, service, repair, replace and remove the same for advertising or any lawful purpose or to grant the right to do so to any person subject to the following conditions:

- (a) All necessary consents and permission from the relevant Government authorities shall first be obtained before commencement of any erection, fixing or installation works ("the Installation Works") and all relevant laws, regulations and rules in force in Hong Kong shall be complied with.
- (b) The Installation Works shall not cause any damage to the Development or any part thereof or cause the maximum permitted loading weight of the relevant part of the external walls of the Development to be exceeded.
- (c) No unlawful or indecent advertising materials shall be displayed.
- (d) The Owner(s) of the Commercial Accommodation External Wall and the Reserved Areas (as the case may be) shall at his own costs and expense paint, repair, replace, remove, maintain and keep in good clean and safe repair and conditions at all times the Commercial Accommodation External Wall and the Reserved Areas and any part thereof, the Signs, and all erections, installations, fixtures or fittings thereto or thereon.
- (e) The Owner(s) of the Commercial Accommodation Wall and the Reserved Areas shall in exercising the rights under this Clause 7, comply with all relevant laws, regulations and rules in force in Hong Kong.

Covenants of
Owner

8. (a) Each Owner covenants with every other Owner to observe and perform and shall at all times be bound by the covenants, provisions, stipulations, agreements, restrictions, exceptions and reservations contained in Clauses 1 to 4 of Part II of the Second Schedule.

(b) The Owner of the Commercial Accommodation covenants with every other Owner to observe and perform and shall at all times be bound by the covenants, provisions, stipulations, agreements, restrictions, exceptions and reservations contained in Clause 5 of Part II of the Second Schedule.

(c) All the Owners (including the Registered Owner) and the Manager hereby covenant with each other to comply with the terms and conditions of the Government Grant so long as they remain as the Owners and the Manager of the Development.

Exclusive use of the Land and Development not to be dealt with separately from the Shares

9. (a) The right to the exclusive use, occupation and enjoyment of any part of the Land or the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Shares with which the same is held Provided Always That the provisions of this Clause shall not extend to leases or tenancies or licences in respect of any part of the Land and/or the Development.

(b) The right to the exclusive use, occupation and enjoyment of the Flat Roof specifically assigned by the Registered Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which such Flat Roof is held.

Recreational facilities in the Club House

10. The recreational facilities in the Club House shall only be used by the Owners and residents of the Residential Accommodation and their bona fide visitors subject to the Club Rules from time to time prescribed by the Manager pursuant to this Deed.

Assignment of Common Areas to Manager

11. The Registered Owner shall assign the Common Areas together with the Shares relating thereto to the Manager, without costs or consideration, for the general benefit of the Owners and upon such assignment such areas and facilities thereon shall be held by the Manager as trustee for all the Owners. The Manager shall assign the Common Areas together with the Shares relating thereto free of costs or consideration to its successors as Manager on termination of its appointment and if the Manager shall be wound up, then the liquidator shall assign such Common Areas together with the Shares relating thereto to the new Manager to hold as trustee as aforesaid Provided Always That nothing herein contained shall in any way fetter or diminish the rights, powers, authorities, entitlements, duties and obligations of the Manager contained in this Deed. If an Owners' Corporation is formed, it may require the Manager in accordance with this Deed to assign the Common Areas together with the Shares relating thereto and transfer the management responsibilities to it free of costs or consideration in which event the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being of the Shares.

SECTION D

ABATEMENT OF RIGHTS

- Damage necessitating rebuilding
1. In the event of the Development or any material part of it being damaged by fire, typhoon, earthquake, subsidence, landslip, flood, lightning or other cause so as to render the same substantially unfit for use or habitation thereby necessitating the rebuilding, reinstatement, major repair, refurbishment and/or renovation thereof, the provisions of this Section D shall apply.
- Reinstatement
2. (a) Each Owner of the Development or the part damaged (as the case may be) shall pay, in proportion to the Undivided Shares held by him, a proportion of the excess of the cost of rebuilding and reinstatement of the whole or that part of the Development so damaged, over and above any insurance monies received in respect of any policy of insurance and until paid such sums will become a charge upon his Shares and be recoverable as a debt. The provisions of Clause 6 of Section J of this Deed shall apply in respect thereof. The rebuilding and reinstatement of such part or parts of the Development as is/are damaged shall be of a type, manner and design compatible with the other parts of the Development and in harmony with the colour scheme of the Development as a whole.
- Meeting to consider action to be taken
- (b) The Manager shall convene a meeting of the Owners in whom the exclusive use, occupation and enjoyment of such part(s) of the Development is/are vested and affected within three (3) months of the date on which the damage was caused to consider what action should be taken with respect to the damaged part(s), and for this purpose the Manager may in the notice convening the meeting set out in general terms what seem to it to be the possible courses. A resolution on whether or not to rebuild or reinstate any part(s) of the damaged part shall be a resolution of not less than seventy-five percent (75%) majority of those present at a meeting convened by such Owners of not less than seventy-five percent (75%) of the Shares allocated to the part(s) of the Development that has/have been damaged (excluding the Shares allocated to the Common Areas).
- Fresh meeting to prepare formal scheme
- (c) If at such meeting or any adjournment thereof a resolution is passed in favour of a proposed course of action in which all the Owners affected are to be treated in a fair and equitable manner according to their respective interests and having regard to all the circumstances, the Manager shall prepare a formal scheme designed to give effect to the proposed course of action and shall convene a fresh meeting of the Owners affected (to be held not less than one (1) month after the first meeting) to consider such scheme.
- If scheme approved by majority of Owners affected all bound to carry it out
- (d) If at such fresh meeting or any adjournment thereof a resolution is passed in favour of the said scheme with or without amendment, the Manager shall give notice thereof to all the Owners affected, and if the Owners of not less than seventy-five percent (75%) majority of all the Shares allocated to the damaged part(s) shall signify their approval of the scheme to the Manager in writing, all the Owners affected shall be bound to participate and co-operate in all respects and to the fullest extent in the carrying out of the approved scheme and do all such acts and things and execute all such deeds and instruments as may be required to give effect to the approved scheme.
- Further meetings may be held
- (e) If necessary, further meetings may be held and resolutions may be put to all the Owners affected until a course of action and scheme are approved in writing by the Owners of not less than seventy-five percent (75%) majority of all

the Shares allocated to the damaged part(s) (excluding the Shares allocated to the Common Areas).

Failing agreement on a scheme, all Shares to be sold and proceeds etc. distributed

(f) If within one (1) year of the date on which the damage was caused a majority of the Owners affected have not agreed by resolution or in writing upon a scheme, the Manager may in its absolute discretion call upon the Owners affected to assign to it free from incumbrances all the Shares allocated to the damaged part(s) and all rights and appurtenances thereto upon trust to sell them by public auction or otherwise at their absolute discretion subject to and with the benefit of this Deed and (subject to the deduction of any sums due to the Manager by any of the Owners affected and of any sums required to meet any claims ranking in priority to those of the Owners affected) distribute the net proceeds of the sale amongst the Owners affected pro rata according to the number of such Shares assigned by them respectively to the Manager, and each of the Owners affected shall within two (2) months of being called upon so to do assign to the Manager free from incumbrances upon trust as aforesaid all the Shares allocated to the damaged part(s) held by him, and the Manager shall as soon as the Shares allocated to the damaged part(s) have been so assigned to it proceed to sell the same and distribute the net proceeds of sale in the manner aforesaid. At the same time the Manager shall (subject to the deduction of any sums due to the Manager or of any sums ranking in priority to those of the Owners affected): -

- (i) distribute amongst the Owners affected all insurance monies received in respect of any policy of insurance on the damaged part(s) pro rata according to what were the insured values of their respective interests in the damaged part(s) as at the date of the damage to it/them; and
- (ii) return to each Owner affected the deposit paid by such Owner held by the Manager as security in accordance with the provisions of Clause 10(a)(i) of Section J of this Deed.

Provisions applicable to meetings

3. The following provisions shall apply to meetings convened by the Manager as provided in Clause 2 above : -

(a) Notice of each of the meetings specifying the time and place of meeting shall be sent by the Manager to each Owner affected at least fourteen (14) days before the date of the meeting.

(b) The quorum for a meeting shall be the Owners of not less than seventy-five percent (75%) of the Shares allocated to the damaged part(s) present in Person or by proxy.

(c) A meeting shall not start unless a quorum is present. 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 and at the same place, and if a quorum is not present at such adjourned meeting the Owners affected present in Person or by proxy shall be deemed to be a quorum.

(d) The Manager shall be the chairman to preside at the meeting and it shall cause a record to be kept of the Persons present at the meeting and notes of the proceedings thereof.

(e) All matters arising at the meeting shall be decided by a resolution of

the Owners of not less than seventy-five percent (75%) of those present at the meeting.

(f) A resolution put to the vote at a meeting shall be decided by a show of hands unless a poll is (before or on the declaration of the result of the show of hands) deemed desirable by the chairman or demanded by at least one Owner affected entitled to vote and present at the meeting in Person or by proxy, whereupon a poll shall be taken at such time and in such manner as the chairman shall direct.

(g) Subject to Sub-clauses (i) and (j) below, on a show of hands each Owner affected present in Person or by proxy shall have one vote.

(h) Subject to Sub-clauses (i) and (j) below, on a poll each Owner affected present in Person or by proxy shall have one vote for every Share held by him in respect of the damaged part(s).

(i) If any Share is owned jointly by two or more Persons the vote in respect of that Share may be cast: -

- (i) by a proxy jointly appointed by the co-owners, or
- (ii) by one co-owner present in Person appointed in writing by the other co-owners, or
- (iii) if no appointment has been made under (i) or (ii) above, 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 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 Share in the register kept at the Land Registry shall be treated as valid.

(j) If a registered mortgagee shall have appointed a receiver of a Share of an Owner affected, such mortgagee shall, to the exclusion of such Owner, be entitled to exercise the voting rights of such Owner either personally or by proxy.

(k) The votes of Owners affected or of mortgagees entitled to vote may be given either personally or by proxy.

(l) The instrument appointing a proxy shall be signed by the Owner or mortgagee, or if the Owner or mortgagee is a body corporate, under the seal of that body.

(m) The appointment of a proxy or the appointment of a co-owner to vote on behalf of the other co-owners shall have no effect unless the instrument appointing the proxy or appointing the co-owner to vote is lodged with the Manager not less than forty-eight (48) hours before the time for the holding of the meeting for which the appointment has been made, or within such lesser time as the chairman shall allow.

(n) A resolution of not less than seventy-five percent (75%) majority of those present passed at a meeting duly convened by the Owners of not less than seventy-five percent (75%) majority of the Shares allocated to the damaged

part(s) present in Person or by proxy (excluding the Shares allocated to the Common Areas) shall be binding on all the Owners of the Development or (as the case may be) the relevant part(s) of the Development so affected Provided as follows: -

- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
- (ii) any resolution purported to be passed at such meeting concerning any other matter shall not be valid; and
- (iii) no resolution shall be valid if it is contrary to the provisions of the Government Grant, this Deed or any relevant Sub-Deed of Mutual Covenant.

(o) A resolution in writing signed by the Owners who in the aggregate have vested in them for the time being more than seventy-five percent (75%) of the Shares allocated to the part(s) of the Development (excluding the Shares allocated to the Common Areas) so affected shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

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

SECTION E

OBLIGATIONS OF OWNERS

- Owners to comply 1. The Owners shall at all times hereafter comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in:
- (a) the Government Grant;
 - (b) this Deed;
 - (c) the Club Rules (if applicable);
 - (d) the Building Rules;
 - (e) the Sub-DMC (if any and applicable); and
 - (f) the Fitting-Out Rules (if applicable).
- Owners to observe restrictive covenants 2. The Owner or Owners shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule.
- Government rent 3. (a) The Owners shall at all times hereafter be liable for the payment of the Government rent in respect of the Land and the Development in proportion to the respective number of Management Shares for the time being vested in them.
- (b) Without prejudice to the Owners' ultimate liability under Clause 3(a) of this Section E, the Manager shall have the right prior to separate assessments being made in respect of the Land and the Development by the Government to pay the Government rent on behalf of the Owners of any part of the Development and to recover from them the amount thereof as part of the Management Charges.
- Rates and taxes 4. Subject to the provisions of Clause 3 of this Section E, all existing and future taxes, rates, assessments, property tax and outgoings of every description for the time being payable in respect of any Unit or of any other part of the Development the exclusive use, occupation and enjoyment of which has been assigned to any Owner shall be borne by the Owner thereof who shall pay them directly to the appropriate authority and the Owner shall indemnify the other Owners from and against all liability therefor.
- Utilities 5. Charges for the supply and consumption of water, electricity, gas and other utilities in connection with any Unit shall be paid directly to the appropriate utility company or authority by the Owner of such Unit and the Owner shall indemnify the other Owners from and against all liability therefor.
- Management Charges 6. Each Owner (except the Owner of the Common Areas) shall upon taking up the assignment of the Unit and the Shares relating thereto from the Registered Owner pay to the Manager the Management Charges in respect of the Unit owned by him, calculated in accordance with the provisions of Section J of this Deed. All outgoings including Management Charges up to and inclusive of the date of assignment of any Unit and the Shares relating thereto shall be borne by the Registered Owner.
- Repairs 7. Each Owner shall at his own expense keep the Unit of which he is for the time being the Owner and of any other part of the Development the exclusive use, occupation and enjoyment of which has been assigned to him, and the doors and windows thereof, and all the fixtures and fittings, plumbing, electrical and other installations therein in good and substantial repair and condition and shall

preserve and maintain the same in a manner consistent with the preservation of the Land and the Development as a high quality residential/commercial estate.

Works by Owners 8. (a) The Owners shall apply for the Manager's consent to all matters which require such consent under the terms of this Deed and shall be bound by the Manager's decision and shall comply with any terms or conditions which the Manager may impose.

(b) Any work, whether or not the Manager's consent is required for the same, shall in all respects fully comply with the Buildings Ordinance (Cap.123) and any regulations thereunder and with the requirements of any other relevant ordinances or competent authority and in carrying out such work, an Owner shall and shall cause his servants, agents, contractors and workmen to cooperate fully with the Manager and all servants, agents, contractors and workmen of the Manager and with other Owners, tenants or contractors carrying out work in the Development. An Owner, his servants, agents, contractors and workmen shall obey and comply with all reasonable instructions and directions which may be given by the Manager in connection with the carrying out of such work.

(c) An Owner shall if required by the Manager pay on demand all administration costs, charges and expenses which may be reasonably incurred by the Manager in connection with any licence or consent required by these provisions. The Manager shall be entitled to charge and retain a reasonable administration fee for processing such consent.

Owner to make good loss or damage 9. Each Owner shall be responsible to the other Owners and Occupiers and the Manager for the acts and omissions of all Persons occupying any Unit of which he is the Owner or using the same with his consent, express or implied, and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of all such Persons. In the case of loss or damage caused by the act, neglect or default of all such Persons which the Manager is responsible 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 caused by the act, neglect or default of all such Persons suffered by other Owners or Occupiers which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the Person or Persons sustaining the loss or damage.

Indemnity 10. Each Owner shall be responsible for and shall indemnify the Manager and all other Owners and Occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any Person or property caused by or as the result of his own act or negligence or that of any Person occupying the Unit of which he is the Owner or using the same with his consent, express or implied or by, or through, or in any way owing to the overflow of water or escape of fire or other substances originating therefrom.

No conversion of Common Areas 11. (a) No Owner (including the Registered Owner) shall convert any of the Common Areas to its own use or for its own benefit unless the written approval of the Owners' Committee has been obtained. Any payment received for the approval must be credited to the respective Capital Funds.

(b) No Owner (including the Registered Owner) shall have the right to convert or designate any of its own areas as Common Areas unless the approval by

a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the Registered Owner) and no Manager shall have the right to re-convert or re-designate the Common Areas to its own use or benefit.

Maintenance of works and installations

12. (a) A schedule of the Works and Installations prepared by the Registered Owner at its own cost is set out in the Fourth Schedule and marked "Schedule of Works and Installations".

(b) The Registered Owner shall compile for the reference of the Owners and the Manager the Maintenance Manual for the Works and Installations setting out the following details:

- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) Recommended maintenance strategy and procedures;
- (iv) A list of items of the Works and Installations requiring routine maintenance;
- (v) Recommended frequency of routine maintenance inspection;
- (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) Recommended maintenance cycle of the Works and Installations.

(c) The Registered Owner shall deposit a full copy of the Maintenance Manual for the Works and Installations in the management office of the Development within one (1) month from the date of this Deed for inspection by all the Owners free of charge and taking copies at their own expense and on payment of reasonable charges. All charges received must be credited to the respective Capital Funds.

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

(e) All costs and expenses incidental to the preparing of the schedule of the Works and Installations as mentioned in sub-clause (a) above and the Maintenance Manual for the Works and Installations will be borne by the Registered Owner.

(f) The schedule of the Works and Installations as mentioned in sub-clause (a) above and the Maintenance Manual for the Works and Installations shall be subject to revisions by the Registered Owner.

(g) The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule of the Works and Installations as mentioned in sub-clause (a) above and the Maintenance Manual for the Works and Installations, in which event the Manager must procure from a qualified professional or consultant the revised schedule and the revised Maintenance Manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

(h) All costs incidental to the preparation of the revised schedule and the revised Maintenance Manual for the Works and Installations will be paid out of the Capital Funds.

(i) The Manager must deposit the revised Maintenance Manual for the Works and Installations in the management office within one (1) month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of reasonable charges. All charges received must be credited to the respective Capital Funds.

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| Maintenance of Slope and Retaining Structures (if any) | 13. The Owners shall at their own costs and expenses maintain in good substantial repair and condition and carry out all works in respect of the Slope and Retaining Structures (if any) and in particular in accordance with the Slope and Retaining Wall Maintenance Guideline and the maintenance manual for the Slope and Retaining Structures prepared accordingly (if any) and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of the Slope and Retaining Structures. |
| Maintenance of the Yellow Stippled Black Area and the Setback Area | 14. The Owners shall at their own costs and expenses maintain in good substantial repair and condition the Yellow Stippled Black Area and the Setback Area together with any culverts, pavements, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings, plants and other structures constructed, installed and provided thereon or therein. |
| Fire Safety Management Plan | 15. The Owner or Owners of Open Kitchen Unit shall at their own costs and expenses observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Unit to observe and comply with the same. |

SECTION F

OWNERS' COMMITTEE

Setting up of an Owners' Committee

1. As soon as possible after the date of this Deed but, in any event, not later than nine (9) months after the date of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a chairman thereof. The Owners' Committee shall consist of ten (10) members elected by the Owners. In the election of the members to the Owners' Committee:-

(a) the Owners of the Commercial Accommodation shall vote separately to elect by secret ballot two (2) representative(s) to represent them respectively in the Owners' Committee;

(b) the Owners of the Residential Accommodation shall vote separately to elect by secret ballot six (6) representatives to represent them in the Owners' Committee;

(c) the Owners of the Car Parks shall vote separately to elect by secret ballot one (1) representative to represent them in the Owners' Committee; and

(d) the Owners of the Reserved Areas shall vote separately to elect by secret ballot one (1) representative to represent them in the Owners' Committee,

Functions of Owners' Committee

2. (a) The functions of the Owners' Committee shall be limited to the following: -

- (i) to represent the Owners in all dealings with the Manager;
- (ii) to discuss issues relating to the maintenance and management of the Common Areas and the Common Services and Facilities and in respect of issues relating to any part of the Development where such issues affect the Development as a whole and to make known its views to the Manager;
- (iii) to exercise any statutory rights or duties given to it pursuant to the Ordinance;
- (iv) to exercise any power, discretion or duty given to it pursuant to this Deed;
- (v) in the event of the resignation or termination of the appointment of the Manager from time to time appointed pursuant to this Deed to call a meeting of Owners for the purpose either of incorporation of the Owners pursuant to the Ordinance or of approving the appointment of replacement Manager under this Deed;
- (vi) to review the draft annual management budget, annual management budget and revised management budget prepared by the Manager;
- (vii) to convene meetings of all the Owners; and
- (viii) to act as the Manager during such period when no Manager is

appointed.

(b) No resolution of the Owners' Committee or Owners' meetings shall be in conflict with the provisions of this Deed or of any judgment or order of the Hong Kong courts.

Eligibility for appointment

3. The following Persons shall be eligible for membership of the Owners' Committee: -

(a) Any Owner (including any one of two or more co-owners) 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) The husband or wife of any Owner or any adult member of the family of any Owner duly authorized by the Owner which authorization 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 Provided That such husband, wife or adult member of the family resides in the Development.

Tenure of office

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

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

(b) he ceases to be eligible under Clause 3 of this Section F; or

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

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

(e) he is removed from office by ordinary resolution of a duly convened meeting of the Owners; or

(f) he has defaulted in paying his contribution towards the Management Charges; or

(g) he fails to observe and perform the provisions of this Deed; or

(h) he resides abroad.

And in any of the events provided for in this Clause 4, the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

Meeting of Owners' Committee

5. The Owners' Committee shall meet at the requisition of the chairman or any two (2) members of the Owners' Committee or whenever requested by the Manager Provided That the Annual Meeting shall be held once in each calendar year commencing with the year following the date of the issue of the first

Occupation Permit for the purpose of reviewing the draft budget prepared by the Manager (other than the first budget) and transacting any other business of which due notice is given in the notice convening such meeting.

Notice

6. (a) Notice of the meeting of the Owners' Committee shall be given in writing by the Manager or the Owners' Committee or the Person or Persons convening the meeting to each member of the Owners' Committee at least seven (7) days before the date of the meeting specifying the date, time and place of the meeting and the resolutions to be proposed.

(b) Service of the said notice of meeting of the Owners' Committee may be effected:

(i) personally upon the member of the Owners' Committee; or

(ii) by post addressed to the member of the Owners' Committee at his last known address; or

(iii) by leaving the notice at the member's Unit or depositing the notice in his letter box.

Quorum

7. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and not less than fifty percent (50%) of the total number of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is greater, shall be a quorum. If within half an hour for the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Owners' Committee, shall be dissolved; if convened by the Manager, it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members of the Owners' Committee present shall be a quorum.

Chairman

8. The members present at the first meeting of the Owners' Committee shall choose one of their members to be the chairman and he shall be the chairman until the next annual general meeting. Thereafter the chairman shall be chosen by the members of the Owners' Committee at the first meeting of the Owners' Committee held in any calendar year. In the absence of the chairman, the members present at any meeting duly convened shall choose one of their members to be the chairman of that meeting.

Power of Owners' Committee

9. The Owners' Committee shall have full power to make rules and regulations governing: -

(a) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committee thereof;

(b) the establishment, appointment and constitution of sub-committee of the Owners' Committee;

(c) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee; and

(d) all other matters to regulate the meetings of the Owners, the Owners'

Committee and any sub-committee 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 or any Sub-Deed of Mutual Covenant.

- Passing resolution 10. The following provisions shall apply in all meetings of the Owners' Committee: -
- (a) subject to sub-clause (d) of this Clause 10, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed of Mutual Covenant;
 - (b) a resolution put to the vote of the meeting shall be decided on a show of hands only;
 - (c) on a show of hands every member of the Owners' Committee present at the meeting shall have one vote; and
 - (d) in the case of an equality of votes the chairman shall have a second or casting vote.
- Manager to be invited 11. The Owners' Committee shall at its discretion invite the Manager to any meeting concerned by giving the Manager at least seven (7) days' notice in writing of the date, time and place of the meeting and the matters to be discussed Provided That the Manager attending such meeting shall not be counted in quorum and shall not have any voting rights.
- Manager's power to call meeting 12. The Manager may at any time convene a meeting of the Owners' Committee Provided That it gives to each member of the Owners' Committee at least seven (7) days' notice in writing of the date, time and place of the meeting and the matters to be discussed Provided That the Manager attending such meeting shall not be counted in quorum and shall not have any voting rights.
- No liability of the Owners' Committee 13. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any Person or Persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being anything involving criminal liability or dishonesty or gross negligence by or on the part of any or all of the members of Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or gross negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.
- No remuneration 14. 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 incurred in carrying out their duties.

Keeping and inspection of records and minutes

15. (a) The Manager shall send a secretary upon request of the Owners' Committee to the meetings of the Owners' Committee, who shall cause a record of the persons present at such meetings and of the proceedings thereof to be kept.

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

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

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

(iii) the members present at all meetings.

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

Formation of sub-committees

16. Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and/or welfare of the Owners of the Residential Accommodation or to co-opt members who are not members of the Owners' Committee to serve on such sub-committees.

Application of the eighth schedule of the Ordinance

17. The provisions in respect of meetings of Owners' Committee in the eighth schedule of the Ordinance shall apply to this Section F of this Deed.

SECTION G

MEETING OF OWNERS

- Meetings of Owners
1. From time to time as occasion may require there shall be meetings of the Owners for the time being of the Shares to discuss and decide on matters concerning the Development and in regard to such meetings the following provisions shall apply: -
- (a) the first meeting of Owners shall be convened by the Manager as soon as possible but, in any event, not later than nine (9) months after the date of this Deed, the business of which meeting shall include the appointment of a chairman and the members of the Owners' Committee or the appointment of a management committee for the purpose of forming the Owners' Corporation under the Ordinance; and
- (b) a meeting may be validly convened by the Manager or by the Owners' Committee or by those Owners who in the aggregate have vested in them for the time being not less than five percent (5%) of the total number of Shares in the Development (excluding the Shares allocated to the Common Areas).
- Annual Meeting
2. One such meeting, to be known as the Annual Meeting, shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section J of this Deed) for the purposes of receiving the Manager's report, electing a chairman and the members of the Owners' Committee (subject to Clause 1 of Section F of this Deed) and in accordance with the provisions on that behalf contained in Section F of this Deed and transacting any other business of which due notice is given in the notice convening such meeting.
- Notice
3. The procedure of a meeting of Owners shall be determined by the Owners. Every meeting shall be convened by serving at least fourteen (14) days' notice in writing by the Person or Persons convening the meeting upon each Owner specifying the date, the time and place of meeting and the resolutions (if any) that are to be proposed, and service of such notice may be effected (i) personally upon each Owner, (ii) by post addressed to each Owner at his last known address, or (iii) by leaving the notice at the part of the Development owned by each Owner or depositing the notice in his letter box.
- Quorum
4. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and ten percent (10%) of the Owners of the Development present in Person or by proxy shall be a quorum at any meeting.
- For the purpose of this paragraph, the reference to "ten percent (10%) of the Owners" shall: -
- (a) be construed as a reference to ten percent (10%) of the number of Persons who are Owners without regard to their ownership of any particular percentage of the total number of Shares into which the Development is divided; and
- (b) not be construed as the Owners of ten percent (10%) of the Shares.
- Chairman
5. The chairman or failing him any other member of the Owners' Committee shall preside at every meeting of the Owners Provided That if none of such person

are present within fifteen (15) minutes of the time fixed for the meeting, the Owners then present shall choose one of their members to be the chairman thereof.

Minutes

6. The chairman shall cause a record to be kept of the Persons present at the meeting and the proceedings thereof.

Voting

7. (a) Every Owner shall have one vote for each Share that he owns and in the case of Owners who together are entitled to one such Share in respect of that Share may be cast:-

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

(ii) by one of the co-owners duly appointed by the co-owners; or

(iii) if no appointment has been made under sub-clauses (i) and (ii) hereof, 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 Shares, 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 Share in the register kept at the Land Registry shall be treated as valid.

(b) In case of any equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a second or casting vote.

(c) In no circumstances shall more than one vote be cast in respect of each Share.

(d) Votes may be given either personally or by proxy and in regard to the election, re-election, removal from office of a member of the Owners' Committee or of the chairman of the meeting, votes shall be if so demanded by any Owner cast by means of a secret ballot supervised by the Manager.

(e) (i) The instrument appointing a proxy shall be in writing signed by the Owner or if the Owner is a body corporate under the seal or chop of that body; and

(ii) The appointment of a proxy shall have no effect unless the instrument appointing the proxy is lodged with the Person or one of the Persons (as the case may be) who convened the meeting not less than forty-eight (48) hours before the time for the holding of the meeting at which the proxy proposes to vote.

Resolutions
binding on Owners

8. Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting in proportion to number of Shares held at such meeting shall be binding on all the Owners of 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 such meeting concerning any matter not mentioned in such notice shall be valid.

(c) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under this Deed.

(d) A resolution may be passed to dismiss the Manager by giving to the Manager not less three (3) calendar months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than fifty per cent (50%) of the total number of Shares in the Development (excluding the Shares allocated to the Common Areas).

(e) No resolution shall be valid to the extent that it is in conflict with or contrary to any order, ruling or judgment of the Hong Kong courts.

(f) No resolution shall be contrary to any relevant mandatory provision of any statute of Hong Kong.

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

Special resolutions 9. Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five percent (75%) of the total number of Shares in the Development (excluding the Shares allocated to the Common Areas) namely: -

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

(b) A resolution to rebuild or redevelop the Development or any part thereof otherwise than in accordance with Section D of this Deed.

Resolutions in writing 10. Without affecting the provisions herein contained requiring certain matters to be decided only by resolution passed by the Owners holding not less than seventy-five percent (75%) or fifty percent (50%) (as the case may be) of the total number of Shares in the Development (excluding the Shares allocated to the Common Areas), a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than seventy-five percent (75%) or fifty percent (50%) (as the case may be) of the total number of Shares in the Development (excluding the Shares allocated to the Common Areas) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

- Defaulting Owner 11. The Owner of any part of the Development who has failed to pay his due proportion of Management Charges as herein contained shall not be allowed to be present in Person or by proxy or vote at any meeting.
- Accidental omission of notice 12. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- Shares of Common Areas not carry right 13. For the purpose of this Section G, the Shares of and in the Land held in respect of the Common Areas shall not carry any liability to pay charges under this Deed or any voting right at any meetings whether under this Deed, the Ordinance or otherwise nor shall be taken into account for the purpose of calculating the quorum of any meetings.
- Application of the eighth schedule of the Ordinance 14. The provisions in respect of meetings of Owners in the eighth schedule of the Ordinance shall apply to this Section G of this Deed.

SECTION H

APPOINTMENT AND REMUNERATION OF THE MANAGER

Appointment of the Manager

1. (a) The parties hereto have agreed that J Plus Hospitality Limited shall be appointed and hereby accepts appointment as the Manager of the Development who shall have the authority to act for and on behalf of all Owners subject to the provisions of the Ordinance and on the terms and conditions set out in this Deed.

(b) Subject to the provisions of the Ordinance, such appointment shall be for an initial period commencing on the date of this Deed in respect of the Development and expiring two (2) years after the date of this Deed ("the initial period") and shall thereafter continue from year to year.

(c) If and when the said appointment of J Plus Hospitality Limited or the appointment of such other Person, firm or company as herein provided is terminated, the Owners, acting through the Owners' Committee in accordance with the provisions on that behalf contained in Section F of this Deed, may appoint such other Person, firm or company as they may decide to be the Manager.

(d) Each Owner hereby appoints the Manager to act as attorney for and on behalf of each Owner in respect of any matters concerning the Common Areas and the Common Services and Facilities as authorized under the provisions of this Deed and to enforce all provisions of this Deed.

(e) The Manager shall be responsible and accountable to the Owners for the time being of the Shares and the Development acting collectively or through the Owners' Committee but not to Owners individually.

Termination of appointment

2. (a) The Manager may terminate its appointment at any time by giving to the Owners' Committee (or where there is no Owners' Committee to each of the Owners and by displaying such notice in a prominent part of the Development) not less than three (3) months' notice in writing.

(b) Prior to the Owners' Corporation being formed, the Owners' Committee may at any time terminate the appointment of the Manager without compensation by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Shares in aggregate (excluding the Shares allocated to the Common Areas) who are entitled to vote at an Owners' meeting convened under Section G of this Deed for the purpose and by giving three (3) months' notice in writing to the Manager. If a notice to terminate the Manager's appointment is given under this clause:

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

(ii) if no such appointment is approved under sub-clause (b)(i) above by the time the notice expires, the Owners' Corporation (if formed) may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

For this purpose, service of such notice in writing and the copy of the resolution required to be served may be effected personally upon the Manager; or by post addressed to the Manager at its last known address; or by leaving the notice at the address of the registered office of the Manager.

(c) The Manager's appointment may not be terminated under this Clause 2: -

(i) if, within the previous three (3) years, the appointment of a previous Manager was terminated under sub-clause (b) above; or

(ii) if the Manager was appointed by the Owners' Corporation under sub-clause (b)(ii) above.

Delivery of books and bank accounts

3. If the Manager's appointment ends for any reason, it shall within two (2) months of the date its appointment ends at the cost and expense of the Owners :

(a) prepare-

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

(ii) a balance sheet as at the date its appointment ended;

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

(b) deliver to the Owners' Committee or the Manager appointed in its place any books or records of account, papers, documents, plans and other records in respect of the control, management and administration of the Development that are under its control or in its custody or possession.

The Manager's Remuneration

4. (a) The Manager shall be entitled to charge a monthly fee as Manager's Remuneration. Such fee shall be payable in advance on the first day of each calendar month by way of deduction from the Management Charges collected as provided in this Deed Provided That the Manager's Remuneration in respect of any expenditure out of the Capital Funds shall be payable by way of deduction out of the Capital Funds as and when such expenditure is incurred.

(b) The annual Manager's Remuneration for the performance of its duties hereunder shall be ten percent (10%) of the total annual expenditure necessarily and reasonably incurred in the course of proper and efficient management of the Development and calculated in accordance with Section J of this Deed (excluding the Manager's Remuneration and any capital expenditure or expenditure drawn out of the Capital Funds) Provided That by a resolution of owners at an Owners' meeting convened under this Deed, any capital expenditure which is an expenditure of a kind not incurred annually or expenditure drawn out of the Capital Funds may be included for calculating the Manager's Remuneration

at the rate in this Clause 4(b) or at such lower rate as the Owners may consider appropriate and shall be payable by way of equal monthly payments in advance, incurred in the management of the Land and the Development. The percentage of total annual expenditure against which the Manager's Remuneration being calculated may be varied by a majority resolution passed at a meeting of the Owners convened under this Deed.

(c) The Manager's Remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary and fees for any staff, facilities, accountancy services or other professional supervision for the Land and the Development and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the management expenses.

- Sub-contracting by the Manager 5. Subject to Clause 1(c) of this Section H, the Manager may employ agents and contractors to carry out management works Provided That the Manager shall not transfer or assign its rights or obligations under this Deed to any such agents or contractors and the Manager shall at all times be responsible for the management and control of the Development and the Land (including any part thereof).
- Manager as Agent 6. The Manager is appointed to act as agent for and on behalf of all the Owners duly authorized in accordance with the provisions of this Deed in respect of any matter concerning the Estate Common Areas, the Residential Common Areas, the Car Park Common Areas, the Estate Common Services and Facilities, the Residential Common Services and Facilities and the Car Park Common Services and Facilities.
- Owners' Corporation 7. Notwithstanding anything contained in this Deed, during the existence of an Owners' Corporation in respect of the Development under the Ordinance as may be amended, varied or modified from time to time or any replacement legislation thereto, the rights, duties, powers and obligations relating to the control, management and the administration of the Land and the Development conferred by this Deed shall vest in the Owners' Corporation and the general meeting of the Owners' Corporation shall take the place of the meeting of Owners under this Deed and the management committee of the Owners' Corporation (which shall be constituted and elected in accordance with Section F of this Deed) shall take the place of the Owners' Committee under this Deed.
- Manager as Owner 8. Where the Manager is at any time also an Owner of a Unit the Manager shall be obliged in its capacity as Owner to observe and perform the terms and conditions of this Deed in the same way as all other Owners and shall be entitled to exercise the same powers as all other Owners.

SECTION I

POWERS AND DUTIES OF THE MANAGER

Authority and
duties of the
Manager

1. (a) Subject as provided in this Deed, the Manager shall have full authority to do all such acts and things as may be necessary or requisite for the management of the Land and the Development and anything reasonably incidental thereto.
- (b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:
 - (i) To enter into contracts and to engage, employ and dismiss solicitors, architects, accountants, consultants, caretakers, contractors, security guards, watchmen, cleaners, attendants, gardeners and such other staff and professional advisers as may be required for the proper management of the Development.
 - (ii) To demand and receive from each Owner in accordance with the provisions of Section J of this Deed the Management Charges which shall without prejudice to any other remedy available hereunder be recoverable by the Manager by civil action and the defaulting Owner shall not be entitled to dispute the right of the Manager aforesaid to sue and recover unpaid Management Charges.
 - (iii) To pay the Government rent in respect of the Development on the Owners' behalf prior to separate assessment being made in respect of the Units by the Government.
 - (iv) Unless otherwise directed by the Owners' Corporation, to keep the Development insured:
 - (01) in the full new reinstatement value thereof (plus a sum to cover demolition and clearance costs and architects', surveyors' and engineers' rebuilding fees) against loss or damage of or to the buildings and other structures comprised within the Common Areas and Common Services and Facilities by the Insured Risks;
 - (02) against third party and Occupiers' liability;
 - (03) against employers' liability in respect of the staff and/or the Manager's employees engaged in the management of the Development; and
 - (04) against other risks the Manager deems appropriate with a reputable insurance company or companies in the name of the Manager for and on behalf of itself as manager and the Owners for the time being according to their respective interests and, in respect of (02) and (03) above, with such limit or limits of indemnity as the Manager shall deem fit and to take out and update the requisite policies and to pay all premia required to keep such policies in force.

- (v) To make suitable arrangements for the supply of fresh and flushing water and electricity and any other utilities or services to or for the Development but the Manager shall be under no liability if at any time such supply is suspended temporarily.
- (vi) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Development and the external elevations thereof and shall make good any damage caused thereby, and to replace any glass that may be broken in any doors or windows of the Common Areas, the responsibility for doing any of which is not, under the terms of this Deed, allocated to any Owner and to carry out any works to the Development which the Manager consider necessary for the enhancement, improvement or renovation of the Development.
- (vii) To keep the Common Areas in a clean and sanitary state and condition.
- (viii) To arrange for the cleaning and lighting and ventilation of the Common Areas.
- (ix) To maintain and keep in good working order the Common Services and Facilities and to replace or renew any parts that may need replacement or renewal.
- (x) To maintain the fire protection and fire fighting systems, sprinkler systems, equipment and apparatus upon the Development and to comply with all requirements of the Fire Services Department and generally so far as may be possible at all times to maintain the Development safe from fire.
- (xi) To provide such security guards, watchmen and caretakers and to provide and maintain such security systems, equipment and apparatus as the Manager deem necessary and generally so far as may be possible at all times to maintain security on and in the Development and the Land.
- (xii) To manage, control and supervise the use of the Club House, to insure against liability to Persons using the same and to make, vary and enforce Club Rules regarding the Persons using the same, the hours of use, fees for use and all other matters relating thereto.
- (xiii) To prevent any Person from altering or injuring any part of the structure or fabric or external appearance of the Development and to remove any structure or installation, plant or equipment, aerial or any other fixture, sign or advertisement or any other thing whatsoever which is illegal or contravenes the terms of this Deed and the Government Grant and to demand and receive from the Owner by whom such thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby.

- (xiv) To prevent any Person from overloading the floors or lifts or electrical installations of or in the Development.
- (xv) To prevent obstruction of any of the Common Areas and such other open areas within the Land and to remove any hawker from time to time carrying on business on or in the Land and the Development.
- (xvi) To prevent any decaying, noisome, noxious, excrementious or other refuse matter from being deposited on or in the Development or any part thereof (other than at the refuse collection points provided for such purpose) and to remove any refuse and arrange for its disposal at regular intervals and to provide, operate and maintain either on or off site refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- (xvii) To use its best endeavours to prevent, take action and remedy any breach by any Person on or in the Development of any provisions of the Government Grant and in the event of such a breach coming to its notice forthwith to convene a meeting of the Owners in accordance with the provisions of Section G of this Deed.
- (xviii) To liaise with the relevant Government bodies or authorities or any utility companies on matters concerning the Development and to ensure that the interests of the Owners and Occupiers thereof are not unduly jeopardized by any public works and to make known their needs.
- (xix) To appoint solicitors with authority to accept service of proceedings on behalf of all the Owners for the time being of the part or parts of the Development affected for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provisions amending or in substitution for the same) or otherwise.
- (xx) Upon completion of the Development by the issue of the Occupation Permit thereof and at any time prior to such completion if the Manager having regard to the circumstances at that time deem fit, the Manager will form and manage the Club House and the Manager shall have the power in consultation with the Owners' Committee if the same shall be in existence at the material time from time to time to make, revoke or amend the Club Rules.
- (xxi) The Manager shall in consultation with the Owners' Committee if the same shall be in existence at the material time have the unrestricted right to appoint an agent to manage the Club House or any part thereof or to let, hire, lease or license all or any part of the Club House for the purpose of operating the facilities therein Provided Always That all consideration such as fees and/or rent received from such hire, lease or licence shall form

part of the management account for the Residential Accommodation.

- (xxii) To do all things which the Manager shall in its absolute discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development and the Land for the better enjoyment or use thereof by the Owners and Occupiers and their licensees.
- (xxiii) To carry out works or take steps in compliance with the obligations imposed on the Owners in connection with the Yellows Stippled Black Area and the Setback Area.
- (xxiv) To give or refuse its consent or approval to anything which requires its consent or approval pursuant to this Deed and to impose conditions or additional conditions relating thereto and the giving or refusing of such consent or approval and the imposing of such conditions (including payment of a reasonable administrative fee to the Manager) shall be final and conclusive and binding on the Owners Provided That the grant of any consent or approval by the Manager shall not relieve an Owner from obtaining all necessary governmental consents and the fee received thereof shall be credited to the relevant Capital Fund for the benefit of all Owners of the Car Parks, Commercial Accommodation and Residential Accommodation respectively.
- (xxv) To enforce the due observance and performance of the terms and conditions of this Deed and the Club Rules and the Building Rules by the Owners and Occupiers and to take action in respect of any breach thereof including entry upon a Unit to remedy any breach at the expense of the defaulting Owner following the expiration of a reasonable notice requiring an Owner to remedy that breach and the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned Provided that the Manager shall under no circumstances interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Unit or prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.
- (xxvi) To remove and dispose of any tables, seats, boxes, dustbins, packaging goods, rubbish, chattels and/or other obstruction of any kind or nature within the Setback Area and/or the Yellow Stippled Black Area as the Manager sees fit.
- (xxvii) To impound and/or remove any vehicle or motor cycle parked anywhere on or in the Common Areas not so designated for parking or any vehicle or motor cycle parked on or in the loading and unloading spaces without the consent of the Manager or which shall cause an obstruction or which is contrary to the provisions of this Deed or the owner of which

vehicle or motor cycle has defaulted in payment of parking fees and any damage caused to such vehicles or motor cycles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owner thereof.

- (xxvii) To grant licence to use such parts of the Common Areas designated for parking of vehicles or motor cycles (if any) on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion consider appropriate and all monies received shall be held as part of the Residential Capital Fund of the Development and be credited and applied accordingly.
- (xxviii) To pay and discharge out of all monies so collected pursuant to the provisions of this Deed all outgoings relating to the management of the Development and the Land or incurred by the Manager hereunder.
- (xxix) To make, revoke or amend the Building Rules and Club Rules regulating the use, operation and maintenance of the Development and the Land and the Club House and the services, facilities or amenities thereof and the conduct of Persons, occupying, using or visiting the same subject however to the approval of the Owners' Committee. Such Building Rules and Club Rules once approved by the Owners' Committee shall be exhibited in a prominent place in the Development or (as the case may be) the Club House and shall remain in force until revoked or amended as aforesaid. Such Building Rules and Club Rules not being inconsistent with the provisions of this Deed, the Ordinance or the terms and conditions of the Government Grant shall be binding on all Owners, their Occupiers, servants, agents and licensees and all Persons claiming through or under any Owner.
- (xxx) To convene such meetings of the Owners of the Development and the Land as may be necessary or requisite and to act as secretary to keep the minutes of such meetings if the Owners shall fail to appoint a secretary for the purpose of such meetings.
- (xxxii) To commence, conduct, carry on and defend legal and other proceedings touching and concerning the Development and the Land as a whole or the management thereof all in the name of the Manager.
- (xxxiii) To make rules to protect the environment of the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and to organize activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the Occupiers of the Development.

(xxxiii) To enter into contracts with provider(s) of the telecommunications network for the installation, provision of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services in respect of the Development subject to the following conditions:-

(01) the term of the contract will not exceed 3 years;

(02) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and

(03) 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.

(xxxiv) To engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slope and Retaining Structures (if any) in compliance with the Government Grant and in particular in accordance with the Slope and Retaining Wall Maintenance Guideline and the maintenance manual for the Slope and Retaining Structures (if any) and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of the Slope and Retaining Structures (if any). For this purpose, the Manager shall have the right to demand from the Owners, and the Owners shall be liable to pay, such contributions to all costs lawfully incurred or to be incurred in carrying out such maintenance and repair and any other works in respect of the Slope and Retaining Structures (if any) by way of a lump sum or instalments or otherwise as the Manager shall decide but without prejudice to the Manager's right to apply the general or any parts of the management expenses as the Manager may deem fit towards payment of the costs or any part thereof 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 has not been able to collect the costs of the required works from all Owners. For the purpose of this Clause, the Manager shall include any Owners' Committee and the Owners' Corporation.

(xxxv) To implement the Fire Safety Management Plan and take action against the non-compliance therewith.

(c) The Manager shall have the right with or without workman upon reasonable notice (except in case of emergency) to enter upon any part of the Land or any of the Units (but only with the consent of the Owner of such Unit) for the purpose of effecting necessary repairs and/or maintenance and/or replacement or abating any hazard or nuisance which does or may affect the Common Areas or other Owners Provided That the Manager shall ensure that the least disturbance is

caused and shall be liable for and shall at its own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or of the Manager's staff, employees, agents or contractors to the relevant Unit and reinstate the same causing the least disturbance.

The Manager to control Common Areas etc.

2. The Common Areas and the Common Services and Facilities shall be under the control and possession of the Manager. The Manager shall have power to provide within such areas such plants, fixtures, fittings, furniture and other equipment as it may consider appropriate and will have the same power to amend, repair, replace and maintain all such facilities as it has in respect of the Development and the Land.

The Manager's decision binding

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

Powers of the Manager

4. The Manager shall have all the powers of a corporation incorporated under the Ordinance insofar as applicable and insofar as it may lawfully exercise such powers.

Contracts entered into by Manager

5. (a) Except with the prior approval by a resolution of an Owners' meeting convened under Section G of this Deed, the Manager shall not, in any financial year, enter into any contract that involves sums in excess of ten percent (10%) of the then current annual budget or revised budget, (as the case may be), for that financial year which relates to the improvement to the Estate Common Services and Facilities or the Residential Common Services and Facilities or the Car Park Common Services and Facilities.

(b) Subject to provisions in the Schedule 7 of the Ordinance, the Manager or the Owners' Committee shall not, in any financial year, enter into any contract that involves sums in excess or likely to exceed the sum of HK\$200,000 or an average annual expenditure of more than twenty percent (20%) of the then current annual budget or revised budget, (as the case may be), which relates to the procurement of supplies, goods or services for that financial year or of such other amount or percentage as the Secretary for Home Affairs may specify by notice in the Government Gazette, whichever is the lesser, unless the procurement of such contract is by invitation to tender and the tender procedure in respect thereof complies with such standards and guidelines as may be specified in the Code of Practice referred to in Section 20A of the Ordinance relating to procurement and tender procedures.

Discretion of the Manager

6. The Manager shall have the discretion to :-

(a) perform any of its duties, obligations and responsibilities or exercise any of its rights and powers and discretions hereunder (including instituting legal proceedings) under its own name or by or through its employees or agents or sub-contractors or in the name of the Owners;

(b) refrain from the exercise of any right or power vested in the Manager other than the obligation to manage and maintain the Common Areas and the Common Services and Facilities;

(c) refrain from doing anything which would or might be, in the opinion of the Manager, contrary to any law or governmental directive or any instrument, unprofessional, immoral or inappropriate or which might render the Manager

liable to any Person and to do anything which in its absolute discretion the Manager may consider necessary to comply with any law or government directive;

(d) refrain from taking any step or further step required or requested by the Owners' Committee or the Owners until the Manager has been fully indemnified and/or secured to its satisfaction against any or all costs and expenses (including legal costs) or liabilities which the Manager may sustain or incur as a result of complying with such requirement or request; and

(e) obtain and pay (at the cost and expense of the Owners) reasonable expenses for such legal or other expert advice or services as the Manager consider necessary or desirable and rely on any such advice without any liability for any loss or damage whatsoever and howsoever arising.

Protection of the
Manager

7. Neither the Manager nor any of its employees, agents or sub-contractors shall be liable to the Owners' Committee or any Owner or any Person whomsoever whether claiming through, under or in trust for the Owners' Committee or any Owner or otherwise except any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager or its employees, agents or sub-contractors :

(a) for or in respect of any act, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any instruction from the Owners' Committee or the Owners;

(b) for or in respect of any loss or damage to Person or property caused by or through or in any way owing to any defect in or breakdown of the lifts, fire and security services equipment, the Common Services and Facilities, heat ventilation and air-conditioning plant and other facilities (if any) of or in the Land and the Development;

(c) for or in respect of any loss or damage to Person or property caused by or through or in any way owing to any failure, malfunction, explosion or suspension of the electricity or water supply to the Land and the Development or any part thereof;

(d) for or in respect of any loss or damage to Person or property caused by or through or in any way owing to fire or the overflow or leakage of water from anywhere within the Land and the Development or the influx of rainwater or other substances into, or the activity of termites, rats or other vermin in any of the buildings erected on or in the Land and the Development; and

(e) for the security or safekeeping of the Land and the Development or any Persons or contents therein.

Owners to
indemnify the
Manager

8. The Owners shall fully and effectually indemnify the Manager from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Development or anything mentioned in Clause 7 of this Section I and all costs and expenses (including legal costs) in connection therewith save that the protection afforded by this Clause shall not extend to anything involving criminal liability or any wilful act, neglect, misconduct or dishonesty by or on the part of the Manager or its employees, agents or sub-contractors.

SECTION J

MANAGEMENT CHARGES

Costs to be borne
by all the Owners

1. The costs, charges and expenses necessarily and reasonably incurred in the management of the Land and the Development shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Development in the manner herein provided :-

(a) Government rent of the Land payable under the Government Grant (subject to the provisions of Clause 3 of Section E of this Deed);

(b) the premia payable for the insurance of the Development against the Insured Risks, third party and property owners' liability, employers' liability and other risks the Manager deem appropriate;

(c) charges for the supply and consumption of water, electricity, gas and other utilities to in and for, and any similar charges serving the Common Services and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas;

(d) the costs of repairing, maintaining, cleaning, painting, improving and otherwise treating and decorating the structure and external elevations of the Development and any buildings and other structures erected on or in the Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed allocated to any Owner or group of Owners;

(e) the costs of any necessary demolition works or works the Manager consider necessary for the rebuilding, improvement, enhancement or renovation of the Development;

(f) the costs of maintaining and keeping in good repair and condition the Common Areas;

(g) the costs of cleaning and lighting the Common Areas;

(h) the costs of landscaping the Common Areas (if any);

(i) the costs of maintaining, operating, staffing and insuring and any and all other costs in connection with the Club House;

(j) the costs of maintaining and operating the Common Services and Facilities;

(k) the costs of operating and maintaining the fire protection and fire-fighting systems, equipment and apparatus;

(l) the costs of operating and maintaining the security systems equipment and apparatus and the remuneration and related expenses for the provision of security guard services for the Development and the Land;

(m) the costs of operating and maintaining the heat ventilation and air-conditioning systems equipment and apparatus (if any);

(n) the costs of maintaining the roads, pedestrian ways or paths and areas as specified in the Government Grant or this Deed;

(o) the costs incurred in connection with the Yellow Stippled Black Area and the Setback Area and the structures and facilities thereon or therein pursuant to Clause 1(b)(xxiii) of Section I of this Deed;

(p) the costs of purchasing or hiring all plant, equipment, apparatus or machinery necessary for the proper performance by the Manager of its powers and duties under this Deed and used solely for the benefit of the Development;

(q) all fees costs and expenses incurred by the Manager for procuring inspection, maintenance and repair of any slope structure, retaining walls, supports, foundations or subterranean caverns or other structures, whether on the Land or on adjoining land, in accordance with the Slopes and Retaining Wall Maintenance Guidelines;

(r) remuneration for all management staff, caretakers, security guards, watchmen, cleaners, attendants and such other staff as may be required for the proper management of the Development;

(s) the costs of refuse collection, storage and disposal in respect of the Development and the Common Areas;

(t) the costs of pest control and environment control and protection in respect of the Common Areas;

(u) the costs of decorating the exterior walls and entrances of the Development during Christmas, Chinese New Year and other festivities;

(v) all reasonable professional fees and costs necessarily incurred by the Manager in carrying out the services provided by this Deed including:

(i) fees and costs of estate management consultants, surveyors, rating surveyors, valuers, architects, engineers and others engaged in connection with the management, maintenance and improvement of the Development and/or any part or parts thereof;

(ii) solicitors and other legal fees and costs; and

(iii) fees and costs of accountants, auditors and/or any other consultants engaged in connection with the accounts or the Manager's statements;

(w) a reasonable sum for contingencies;

(x) the Manager's Remuneration; and

(y) any other costs, charges, and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder or under any Sub-Deed of Mutual Covenant but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature relating to the

Development and for the replacement of installations, systems, equipment and apparatus within the Common Areas and the Common Services and Facilities which shall be payable out of the Capital Funds hereinafter mentioned.

Capital Funds

2. (a) There shall be established and maintained by the Manager the Capital Funds which shall contain the following parts or any combination of them for the purpose of paragraph 4 of Schedule 7 to the Ordinance:-

- (i) a Residential Capital Fund to be contributed by the Owners of the Residential Accommodation for the purposes of meeting major works of a capital nature or of a kind not expected to be incurred annually in respect of the Residential Common Areas, the Residential Common Services and Facilities, the Estate Common Areas and the Estate Common Services and Facilities;
- (ii) a Commercial Capital Fund to be contributed by the Owners of the Commercial Accommodation for the purposes of meeting major works of a capital nature or of a kind not expected to be incurred annually in respect of the Estate Common Areas and the Estate Common Services and Facilities and in cases where the Commercial Accommodation is not owned by a single Owner, any common areas and common services and facilities identified in the Sub-Deed of Mutual Covenant and intended for the common use and benefit of the Owners and Occupiers of the Commercial Units; and
- (iii) a Car Park Capital Fund to be contributed by the Owners of the Car Parks for the purposes of meeting major works of a capital nature or of a kind not expected to be incurred annually in respect of the Car Park Common Areas, the Car Park Common Services and Facilities, the Estate Common Areas and the Estate Common Services and Facilities; and
- (iv) a Reserved Areas Capital Fund to be contributed by the Owners of the Reserved Areas for the purposes of meeting the major works of a capital nature or of a kind not expected to be incurred annually in respect of the Development Common Areas and the Development Common Services and Facilities.

(b) Subject to Clause 10 of this Section J, each Owner shall pay to the Manager from time to time upon demand such sum as shall in the first instance be determined by the Manager and thereafter be determined by a resolution of Owners at an Owners' meeting convened under this Deed to maintain the Capital Funds at such levels as shall be considered necessary and expedient in the circumstances.

(c) The Capital Funds shall be deposited in interest-bearing bank accounts the titles of which shall refer to the relevant Capital Fund opened by the Manager with a licensed bank in Hong Kong within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and held on trust for the relevant Owners and the Manager shall use these accounts exclusively for the purposes referred to respectively in Clause 2(a) of this Section J and include in the accounts to be submitted to the Owners in accordance with the provisions of Clause 9 of this Section J a statement showing changes in the Capital Funds during the previous year.

(d) Each of the Capital Funds shall be established by the Manager from the date of this Deed.

(e) The Manager shall without delay pay all money received by it in respect of the Capital Funds into the accounts maintained under Clause 2 (c) of this Section J.

(f) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Capital Funds unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed). The Manager must not use the Capital Funds for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.

Financial year

3. (a) For all budgeting and accounting purposes in respect of the Development, there shall be established a financial year which shall begin on the 1st day of January and end on the 31st day of December of that year, save that the first such financial year shall begin on the date of this Deed and end on the 31st December next following.

(b) The Manager shall have the right from time to time to vary the financial year upon giving notice in writing to the Owners' Committee, but may only do so once in every five (5) years except with the prior approval of the Owners' Committee.

Determination of Management Charges

4. (a) Subject to paragraphs (c), (e), (f) and (h) of this Clause, the total amount of Management Charges payable by the Owners during any 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 paragraph (b) of this Clause.

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

- (i) prepare a draft budget in consultation with the Owners' Committee except for the first draft budget setting out the proposed expenditure during the financial year provided the first draft budget to be prepared by the Manager shall cover the period from the date of this Deed until the 31st day of December of the following year and all subsequent draft shall be prepared by the Manager at least one (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 seven (7) consecutive days;
- (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;

- (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year and for the purposes of the preparation of such budget, the Manager may alter any of the draft budgets based on the suggestion made by the Owners' Committee or the Owners but shall not be obliged to do so; and
- (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days.

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

- (i) until it has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year; and
- (ii) when it 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 Charges shall be calculated and adjusted accordingly.

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

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

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

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

(h) For the purposes of this Clause, "expenditure" includes all costs,

charges and expenses for the proper management and maintenance of the Land and the Development to be borne by the Owners, including the remuneration of the Manager.

(i) The draft budgets or budgets prepared by the Manager pursuant to this Clause shall contain the following parts :

- (i) a development management budget which shall show the proposed expenditure for the management and maintenance of the Development as a whole and the Manager's Remuneration at ten percent (10%) in respect thereof;
- (ii) a residential management budget which shall show the proposed expenditure for management and maintenance of the Residential Accommodation including the contribution to the Residential Capital Fund and the Manager's Remuneration at ten percent (10%) in respect thereof (excluding expenditure attributable to the Commercial Accommodation, the Car Parks and the Reserved Areas);
- (iii) a commercial management budget which shall show the proposed expenditure for the management and maintenance of the Commercial Accommodation including the contribution to the Commercial Capital Fund and the Manager's Remuneration at ten percent (10%) in respect thereof (excluding expenditure attributable to the Residential Accommodation, the Car Parks and the Reserved Areas);
- (iv) a car park management budget which shall show the proposed expenditure for management and maintenance of the Car Parks including the contribution to the Car Park Capital Fund and the Manager's Remuneration at ten percent (10%) in respect thereof (excluding expenditure attributable to the Commercial Accommodation, the Residential Accommodation and the Reserved Areas); and
- (v) a reserved areas budget which shall show the contribution to the Reserved Areas Capital Fund.

For the avoidance of doubt, it is expressly agreed and declared that each part of the above budgets shall be treated as completely separate and independent to the intent that any surplus or deficit in one account shall not be taken into account in any other account(s).

Payment of
Management
Charges

5. The Owners shall contribute towards the Management Charges in the following manner:-

(a) all Owners of Units in the Development shall contribute to the expenses of the development management budget as and when the same become due and payable in the proportion that the Management Shares attributable to the Units owned by them bears to the total Management Shares for the Development;

(b) the Owners of the Commercial Units shall contribute to the expenses of the commercial management budget as and when the same become due and

payable in the proportion that the Management Shares attributable to the Commercial Units owned by them bears to the total Management Shares allocated to the Commercial Accommodation;

(c) the Owners of the Residential Units shall contribute to the expenses of the residential management budget as and when the same become due and payable in the proportion that the Management Shares attributable to the Residential Units owned by them bears to the total Management Shares allocated to the Residential Accommodation;

(d) the Owners of the Car Parks shall contribute to the expenses of the car park management budget as and when the same become due and payable in the proportion that the Management Shares attributable to the Car Parks owned by them bears to the total Management Shares allocated to the Car Parks;

(e) the Owners of the Reserved Areas shall contribute to the expenses of the reserved areas management budget as and when the same become due and payable in the proportion that the Management Shares attributable to the Reserved Areas owned by them bears to the total Management Shares allocated to the Reserved Areas; and

(f) the Manager shall on or before the first day of each calendar month render to each of the Owners by sending to its respective Unit or to such other address as an Owner may from time to time in writing advise to the Manager either by post or by depositing in the letter box of that Unit or by hand a written notification showing the amount of the Management Charge payable by such Owner Provided That where in the Manager's opinion any expenditure has been incurred solely for the benefit of an Owner or a group of Owners the Manager may charge that Owner or those Owners in such proportion as it may determine and, for the avoidance of doubt, it is hereby expressly provided that the Registered Owner's liability to make the aforesaid payments shall in no way be reduced by reason of the fact that any of the Units remains unsold Provided Further That all outgoings including Management Charges and any Government rent up to and inclusive of the date of assignment of a Unit shall be paid by the Registered Owner.

Failure by an Owner to make payment

6. (a) If any Owner fails to pay any sums as above provided within thirty (30) days of demand, the Manager shall have the right without prejudice to any other right or remedy hereunder to :

- (i) charge interest calculated at the rate of two percent (2%) per annum above the prime rate from time to time specified by the Hongkong and Shanghai Banking Corporation Ltd. on the amount unpaid for each period of thirty (30) days or any part thereof for which it remains unpaid (such interest to be calculated from the due date and not thirty (30) days thereafter); and
- (ii) impose a collection charge of such sum not exceeding ten percent (10%) of the amount due on any Owner failing to pay such sum due as above provided to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

(b) If any Owner shall fail to make any payment as above and such payment constitutes part of the Management Charges within thirty (30) days after written notification from the Manager calling upon him so to do the Manager shall be at liberty to discontinue providing management service to the Owner who fails to make such payment and the Unit owned by such Owner until all amounts unpaid together with interest thereon and the cost of collection and legal costs and expenses as hereinafter provided have been settled by such Owner.

(c) If default shall be made as aforesaid any sum payable by the defaulting Owner together with interest thereon as provided in sub-clause (a) hereof and all costs and expenses which may be incurred in recovering the same and in registering the charge hereinafter referred to, shall be charged on the Share or Shares of the defaulting Owner and the Manager shall be entitled to register a memorial of such charge at the Land Registry against the Share or Shares of the defaulting Owner and to apply to the court for an order for the sale of the defaulting Owner's Share or Shares of and in the Land and the Development together with the right to the exclusive use, occupation and enjoyment of the Unit held therewith.

(d) All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the costs of the Manager in such action on a solicitor and own client basis and such defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the 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.

Miscellaneous
income

7. Any miscellaneous income or payment received by the Manager from or in respect of the Development, not being for the defrayment of any specific expense shall form part of the Capital Funds and be dealt with in accordance with Clause 2 of this Section J. Miscellaneous income shall for the purpose of this Section J include, without prejudice to the generality of the foregoing:-

(a) any interest on Owners' deposits referred to in Clause 10 of this Section J;

(b) any damages and legal costs for the breach, non-observance or non-performance of the terms and conditions of this Deed recovered by the Manager in any legal proceedings brought by it in exercise of its power on that behalf contained in Clause 6(d) of this Section J of this Deed;

(c) any sum or charges or expenses received from the Owner in respect of the issuing of any licence or consent by the Manager as required by the provisions of this Deed (whose consent shall not be unreasonably withheld) Provided That such sum or charges or expenses shall be a reasonable administration fee for processing and issuing such licence or consent; and

(d) any interest and collection charges received under Clause 6(a) of this Section J.

Surplus income 8. Any surplus of income over expenditure shown in the audited accounts for any financial year shall at the Manager's discretion, either be applied towards the payment of future costs, charges and expenses in respect of the management of the Development thereafter to become due, or be transferred to the relevant Capital Fund referred to in Clause 2(a) of this Section J and in either case shall be taken into account when calculating the relevant budget for the following financial year.

The Manager to keep accounts 9. (a) The Manager shall maintain respective proper books or records of account and other financial records for the Development, the Residential Accommodation, the Commercial Accommodation, the Car Parks and the Reserved Areas and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.

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

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

(d) Each income and expenditure account and balance sheet shall include details of the Capital Funds referred to in Clause 2(a) of this Section J and an estimate of the time when there will be a need to draw on those funds, and the amount of money that will be then needed.

(e) The Manager shall:

(i) upon reasonable notice being given by any Owner, permit such 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) Prior to the formation of the Owners' Corporation, if the Owners at an Owners' meeting convened under this Deed decide that any income and expenditure account and balance sheet for a financial year should be audited by an independent auditor of their choice, the Manager shall without delay arrange for such an audit to be carried out by that auditor.

(g) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet prepared by the Manager pursuant to Clause 9(c) of this Section J 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 such accountant or independent auditor at the costs of the Owners and :-

- (i) upon reasonable notice being given by any Owner, permit such 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 him.

Owners' deposits
and advance
payments

10. (a) Except where the Registered Owner has made payments in accordance with Clause 10(b) of this Section J, each purchaser from the Registered Owner of a Share or Shares shall on completion of his purchase and before taking occupation pay and contribute to the Manager the following deposits and advance payments as security against his liabilities under this Deed :

- (i) in respect of his obligation to contribute to Management Charges a sum equivalent to two (2) months' first year's budgeted Management Charges as security deposit which shall be transferable but not refundable (except under the circumstances pursuant to Clause 2(f) (ii) of Section D) upon notification of change of ownership by the outgoing Owner to the Manager pursuant to Clause 2(a) of Section M;
- (ii) in respect of his obligation to contribute to the relevant Capital Funds to be established pursuant to Clause 2 of this Section J a sum equivalent to two (2) months' first year's budgeted Management Charges which sum shall be non-refundable and non-transferable;
- (iii) (as far as the purchasers of the Residential Units and Commercial Units are concerned) a sum not exceeding one (1) month's first year's budgeted Management Charges which sum(s) shall be non-refundable and non-transferable for the collection and removal of debris during the fitting-out period Provided That any monies paid as debris collection and removal charges but not used shall be paid into the respective Capital Fund;
- (iv) such sum as the Manager may reasonably determine to cover its administration costs for approving fitting-out plans;
- (v) in respect of his obligation to make advance payment of Management Charges under Clause 5 of this Section J, a sum equivalent to two (2) months' Management Charges which advance payment shall be credited to the account maintained pursuant to Clause 12 of this Section J; and
- (vi) such sum as the Manager may reasonably determine for

payment of deposit of water, electricity, gas and other utilities supply to the Common Areas and the Common Services and Facilities which shall be transferable but not refundable upon notification of change of ownership by the outgoing Owner to the Manager pursuant to Clause 2(a) of Section M.

(b) The Registered Owner shall make the initial contributions to the Management Charges deposit, Capital Funds, debris collection and removal charges and deposits for utilities supply to the Common Areas and the Common Services and Facilities if the Registered Owner remains the Owner of those Shares allocated to the Units in the Development the construction of which has been completed and which remain unsold three (3) months after (i) the execution of this Deed or (ii) the date when the Registered Owner is in a position validly to assign those Shares, whichever is the later.

(c) All outgoings in respect of a Unit including Management Charges and Government rent up to and inclusive of the date of assignment of the Unit must be paid by the Registered Owner. An Owner must not be required to make any payment or reimburse the Registered Owner for these outgoings.

(d) In the event of any increase in the Owner's monthly Management Charges, the Owner shall forthwith pay to the Manager a further sum to the intent that the said Management Charges deposit and Capital Funds shall respectively be made up to a sum each equivalent to 'two (2) months' current Management Charges. The said Management Charges deposit and Capital Funds shall not be set off against any payment to be made under this Deed.

(e) The Manager shall place all such Management Charges deposit and Capital Funds in interest bearing bank accounts opened by the Manager with a licensed bank in Hong Kong the titles of which shall respectively refer to the Management Charges deposits and relevant Capital Funds and the same shall be held in trust for all the Owners.

Change of ownership

11. (a) Any Person ceasing to be the Owner of any Share shall in respect of the Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds provided for in Clauses 2, 5, 7, 8 and 10 of this Section J held by the Manager to the intent that all such funds shall be held for such Owner's successor in title and applied for the management of the Land and the Development as herein provided irrespective of changes in ownership. Upon the expiry of the Term or the rights and obligations hereunder being released as provided in Section D of this Deed the said funds shall be divided between the Owners at that time in proportion to their respective number of Management Shares immediately prior to such release or expiry.

(b) All Persons prior to acquiring any Unit shall first ascertain from the Manager that there are no outstanding Management Charges due in respect thereof. If there are outstanding Management Charges, the new Owner and the outgoing Owner shall become jointly and severally liable to pay the same. The Manager shall have the right of election to pursue both or either of the new Owner and the outgoing Owner for payment of any outstanding Management Charges.

Manager to maintain bank account

12. (a) The Manager shall maintain interest-bearing accounts the titles of which refer to the management of respectively the Development, the Residential Accommodation, the Car Parks and the Commercial Accommodation with a

licensed bank in Hong Kong and shall use these accounts exclusively in respect of the respective management of the Development, the Residential Accommodation, the Car Parks and the Commercial Accommodation.

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

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

(d) Subject to paragraphs (e) and (f) of this Clause, the Manager shall without delay pay all money received by it in respect of the management of the Land and the Development into the respective accounts maintained under paragraph (a) of this Clause and the same shall be held on trust for all the Owners, or if there is an Owners' Corporation, the account or accounts opened and maintained under paragraph (b) of this Clause.

(e) Subject to paragraph (f) of this Clause, the Manager may, out of money received by it in respect of the management of the Land and the Development, retain or pay into current accounts for the respective management of the Development, the Residential Accommodation, the Car Parks and the Commercial Accommodation a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is approved or determined from time to time by a resolution of the Owners' Committee (if formed).

(f) The retention of a reasonable amount of money under paragraph (e) of this Clause or the payment of that amount into current accounts in accordance with that paragraph 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 formed).

(g) Any reference in this Clause to an account or accounts is a reference to an account or accounts opened with a bank within the meaning of Section 2 of the Banking Ordinance, the title of which refers to the respective management of the Development, the Residential Accommodation, the Car Parks and the Commercial Accommodation.

SECTION K

BUILDING RULES AND FITTING-OUT RULES

- Building Rules binding 1. For the benefit of the Owners and the Occupiers for the time being of the Units there shall be Building Rules and Fitting-Out Rules regulating the decoration and fitting-out of the Units, use, occupation, maintenance and environmental control and implementation of waste reduction and recycling measures (with reference to guidelines on property management issued from time to time by the Director of Environmental Protection) of the Development and of any of the Common Areas (including the recreational facilities) and the conduct of Persons occupying, visiting or using the same and such Building Rules and/or Fitting-Out Rules shall be binding on the Owners and their tenants, licensees, servants and agents.
- Deposits for works 2. The Manager shall be entitled to collect from any Owner or occupant of a Unit prior to commencement of any works in connection with the repair or alteration of that Unit a deposit as security for any damages or losses as may be caused to the remainder of the Development. The amount of any such deposit shall be determined by the Manager depending upon the nature of the works to be carried out. All such deposits shall be held by the Manager in a separate account and shall be refunded without interest to the Owner or Occupier within thirty (30) days of completion of the works subject to the Manager's right to deduct from that deposit any sum necessary to compensate for all damage or loss caused by the works or the Owner or Occupier or their contractors to the remainder of the Development but without prejudice to the Manager's right to claim for compensation suffered in excess of the amount of the deposit.
- Amendment of Building Rules 3. The Manager shall from time to time make, revoke and amend Building Rules and Fitting-Out Rules with the prior approval of the Owners' Committee or the Owners' Corporation, if formed.
- Building Rules to be posted on notice boards 4. Copies of the Building Rules and Fitting-Out Rules from time to time in force shall be posted on the public notice boards in the Development.
- Conflict 5. Such Building Rules and Fitting-Out Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed of Mutual Covenant and shall not in any way derogate from such terms and conditions. In the event of conflict between such Building Rules or Fitting-Out Rules and such terms and conditions, the latter shall prevail.
- Exclusion of liability 6. The Manager shall not be liable for any loss or damage however caused arising from any non-enforcement of such Building Rules or Fitting-Out Rules or non-observance thereof by any third party.

SECTION L

OBLIGATIONS OF THE MORTGAGEE

Binding effect on
the Mortgagee

1. Notwithstanding anything herein contained, the covenants, agreements and provisions herein contained (including any obligations for making payment hereunder) and the other burden and restrictions herein imposed shall not be binding on the Mortgagee in its capacity as mortgagee/legal chargee and no liability for any payment under this Deed shall be binding on the Mortgagee unless and until the Mortgagee shall have exercised its rights of foreclosure under the Mortgage or shall enter into possession of any of the Undivided Shares and/or Units now comprised in the Mortgage and thereafter the Mortgagee will be bound by such covenants, agreements and provisions only in so far as the same relate to the Undivided Shares and/or Units in respect of which the Mortgagee has exercised its rights of foreclosure or entering into possession as aforesaid.

Indemnity by the
Registered Owner

2. In consideration of the Mortgagee having entered into these presents in its capacity as mortgagee under the Mortgage, the Registered Owner hereby covenants with the Mortgagee that it shall fully observe and perform all the covenants and conditions herein contained and to be observed and performed by the Registered Owner while any share or interest in any part of the Land and the Development is subject to the Mortgage and shall keep the Mortgagee indemnified against the non-observance and/or non-performance of any of the said covenants, agreements, conditions and provisions.

SECTION M

MISCELLANEOUS PROVISIONS

- Service of notices 1. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit of which the party to be served is the Owner or by depositing in the letter box of such Unit notwithstanding that such party shall not personally occupy such Unit Provided That where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a company, at its last known place of business or, if an individual at his last known residence in Hong Kong.
- (b) All notices required to be given to the Manager shall be properly served if sent by prepaid post to or left at its registered office or the management office of the Development or such other address as may be notified by the Manager from time to time.
- (c) All notices required to be given to the Owners' Committee shall be properly served if sent by prepaid post to or left with the Chairman of the Owners' Committee at his usual residential address.
- (d) All non-resident Owners shall provide the Manager with an address (and/or the name and address in Hong Kong of the Person authorized by him) within Hong Kong for service of process and notices to be given pursuant to this Deed.
- Covenants to run with the Land 2. The mutual covenants herein contained are intended to be annexed to and shall run with the Land and each and every Share therein and shall be enforceable by and against the Owner for the time being of any such Share both as to the benefit and burden of such covenants, and any ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or buildings shall apply to this Deed Provided However That:
- (a) each Owner on ceasing to be the Owner of any Share shall notify the Manager of such cessation and of the name and address of the new Owner and notwithstanding the provisions of sub-clause (b) of this Clause and without prejudice to the liability of the new Owners, each such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date on which such notice is received by the Manager or, if later, the date they cease to be an Owner; and
- (b) subject to sub-clause (a) of this Clause, no Person shall be liable under any of the covenants or provisions of this Deed in respect of any Share after ceasing to be the Owner thereof save and except in respect of any breach, non-observance or non-performance by such Person of any such covenant or provision prior to his ceasing to be the Owner thereof.
- Action by Owner(s) 3. Notwithstanding the powers conferred on the Manager by this Deed, any one or more Owners shall be entitled to take action to enforce the provisions of this Deed and, if at any time no Manager is appointed or acting hereunder or any Manager so appointed or acting refuses or fails to enforce any of the provisions of

this Deed, any one or more Owners appointed by resolution passed pursuant to Section G of this Deed shall be entitled to sue any defaulting Owner on behalf of himself or themselves and all other Owners and the provisions of this Clause shall apply mutatis mutandis to any action or proceeding brought by such Owner or Owners and to the recovering of any cost, damages or other monies awarded therein.

- Green Features 4. (a) The Wider Common Corridors shall only be used as corridors by the Owners and Occupiers of the Residential Units and their visitors only.
- (b) The Sky Garden must be for the exclusive use and benefit of the residents and tenants of the Residential Units and their bona fide visitors only.
- Chinese Translation 5. (a) Within one (1) month of the date of this Deed, the Registered Owner shall at its own expense cause a direct translation in Chinese of this Deed to be made and shall deposit a copy of this Deed and the Chinese translation in the management office of the Development for inspection free of costs by all Owners and for taking of copies by the Owners on payment of reasonable copying charges. All charges received must be credited to the Capital Funds. In the event of a dispute as to the effect of the Chinese translation and the English document, the English version is to prevail.
- (b) The Registered Owner shall deposit a full copy of the maintenance manual for the Slope and Retaining Structures (if any) in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge all of which shall be credited to the Capital Funds.
- Schedules 7 and 8 to the Ordinance 6. The Registered Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (English and Chinese versions) in the management office of the Development for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Capital Funds.
- Common Areas Plan 7. The Manager shall keep and make available for inspection by the Owners plans of the Land and the Development with all the Common Areas shown thereon and certified as to their accuracy by or on behalf of the Authorized Person at the management office of the Development during normal office hours free of costs and charges.
- Building Management Ordinance 8. Nothing in this Deed shall prejudice or in any way be construed or constructed so as to contravene or prejudice or exclude the operation of the provisions of the Ordinance and the schedules thereto. No provisions contained in this Deed shall in any way be in contravention or in breach of any terms and conditions set out in the Government Grant.
- Application of Schedules 7 and 8 to the Ordinance 9. The provisions of Schedules 7 and 8 to the Ordinance shall apply and be deemed to be incorporated to this Deed.

THE FIRST SCHEDULE

Part I

ALLOCATION OF UNDIVIDED SHARES

(A) RESIDENTIAL ACCOMMODATION

<u>Units</u>	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Sub-Total</u>
#Flat A on 5th Floor with Utility Platform, Flat Roof and A/C Platform	1	423	423
Flat B on 5th Floor with Flat Roof and A/C Platform	1	361	361
*Flat C on 5th Floor with Balcony and A/C Platform	1	507	507
*Flat D on 5th Floor with Balcony	1	335	335
*Flat E on 5th Floor with Balcony and A/C Platform	1	530	530
Flat F on 5th Floor with Flat Roof and A/C Platform	1	<u>373</u>	<u>373</u>
Flat G on 5th Floor with Flat Roof and A/C Platform	1	<u>320</u>	<u>320</u>
*Flat B on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony and A/C Platform	10	432	4320
*Flat C on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony and A/C Platform	10	507	5070
*Flat D on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony	10	335	3350
*Flat E on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony and A/C Platform	10	530	5300
*Flat F on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony and A/C Platform	10	402	4020
Flat G on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony and A/C Platform	10	340	3400
#Flat A on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony, Utility Platform and A/C Platform	10	442	4420
*Flat B on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony and A/C Platform	10	391	3910
*Flat C on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony and A/C Platform	10	507	5070
*Flat D on 7th, 9th, 11th, 15th, 18th, 20th,	10	335	3350

22nd, 25th, 27th & 29th Floor with Balcony *Flat E on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony and A/C Platform	10	530	5300
*Flat F on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony and A/C Platform	10	402	4020
Flat G on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony and A/C Platform	10	340	3400
*Flat B on 30th Floor with Balcony and A/C Platform	1	432	432
#Flat C on 30th Floor with Balcony and A/C Platform	1	1308	1308
#Flat E on 30th Floor with Balcony and A/C Platform	1	1210	1210
*Flat F on 30th Floor with Balcony and A/C Platform	1	402	402
Flat G on 30th Floor with Balcony and A/C Platform	1	340	340
*Flat A on 31st Floor with A/C Platform	1	1342	1342
#*Flat A on 32nd Floor with Flat Roof	1	5169	5169
		Sub-Total	67982

(B) COMMERCIAL ACCOMMODATION

1/F	1	1268	1268
G/F	1	3413	3413
		Sub-Total	4681

(C) CAR PARKS

<u>Car Parking Spaces</u>	<u>No. of Units</u>	<u>No. of Undivided Shares to each Car Park</u>	<u>Total</u>
Private Car Parking Space	13	50	650
Accessible Car Parking Space	1	70	70
		Sub-Total	720

(D)	<u>RESERVED AREAS</u>	128
(E)	<u>COMMON AREAS</u>	1000
Total = (A) + (B) + (C) + (D) + (E)		74511

Note :

- (1) There are no 4th, 13th, 14th, 17th and 24th Floors.
- (2) # means Duplex Units with upper part thereof located on the floor immediately above.
- (3) * means Units with Bay Window.

THE FIRST SCHEDULE

Part II

ALLOCATION OF MANAGEMENT SHARES

(A) RESIDENTIAL ACCOMMODATION

<u>Units</u>	<u>No. of Units</u>	<u>No. of Management Shares per Unit</u>	<u>Sub-Total</u>
#Flat A on 5th Floor with Utility Platform, Flat Roof and A/C Platform	1	423	423
Flat B on 5th Floor with Flat Roof and A/C Platform	1	361	361
*Flat C on 5th Floor with Balcony and A/C Platform	1	507	507
*Flat D on 5th Floor with Balcony	1	335	335
*Flat E on 5th Floor with Balcony and A/C Platform	1	530	530
Flat F on 5th Floor with Flat Roof and A/C Platform	1	<u>373</u>	<u>373</u>
Flat G on 5th Floor with Flat Roof and A/C Platform	1	<u>320</u>	<u>320</u>
*Flat B on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony and A/C Platform	10	432	4320
*Flat C on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony and A/C Platform	10	507	5070
*Flat D on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony	10	335	3350
*Flat E on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony and A/C Platform	10	530	5300
*Flat F on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony and A/C Platform	10	402	4020
Flat G on 6th, 8th, 10th, 12th, 16th, 19th, 21st, 23rd, 26th & 28th Floor with Balcony and A/C Platform	10	340	3400
#Flat A on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony, Utility Platform and A/C Platform	10	442	4420
*Flat B on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony and A/C Platform	10	391	3910
*Flat C on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony and A/C Platform	10	507	5070
*Flat D on 7th, 9th, 11th, 15th, 18th, 20th,	10	335	3350

22nd, 25th, 27th & 29th Floor with Balcony *Flat E on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony and A/C Platform	10	530	5300
*Flat F on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony and A/C Platform	10	402	4020
Flat G on 7th, 9th, 11th, 15th, 18th, 20th, 22nd, 25th, 27th & 29th Floor with Balcony and A/C Platform	10	340	3400
*Flat B on 30th Floor with Balcony and A/C Platform	1	432	432
#Flat C on 30th Floor with Balcony and A/C Platform	1	1308	1308
#Flat E on 30th Floor with Balcony and A/C Platform	1	1210	1210
*Flat F on 30th Floor with Balcony and A/C Platform	1	402	402
Flat G on 30th Floor with Balcony and A/C Platform	1	340	340
*Flat A on 31st Floor with A/C Platform	1	1342	1342
#*Flat A on 32nd Floor with Flat Roof	1	5169	5169
		Sub-Total	67982

(B) COMMERCIAL ACCOMMODATION

1/F	1	1268	1268
G/F	1	3413	3413
		Sub-Total	4681

(C) CAR PARKS

<u>Car Parking Spaces</u>	<u>No. of Units</u>	<u>No. of Management Shares to each Car Park</u>	<u>Total</u>
Private Car Parking Space	13	50	650
Accessible Car Parking Space	1	70	70
		Sub-Total	720

(D) RESERVED AREAS

128

Sub-Total

Total = (A) + (B) + (C) + (D) 73511

Note :

- (1) There are no 4th, 13th, 14th, 17th and 24th Floors.
- (2) # means Duplex Units with upper part thereof located on the floor immediately above.
- (3) * means Units with Bay Window.

THE SECOND SCHEDULE

Part I

RIGHTS AND EASEMENTS

1. Rights and Easements applicable to all Owners of the Development

- Right to pass (a) Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with the Manager and all other Persons having the like right) but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed of Mutual Covenant (if any), the Building Rules and the rights of the Manager and the Registered Owner as provided in this Deed:
- (i) of a Share to use, to go, pass and repass over and along and upon the Estate Common Areas and the Estate Common Services and Facilities;
 - (ii) of a Residential Unit to use, to go, pass and repass over and along and upon the Residential Common Areas and the Residential Common Services and Facilities; and
 - (iii) of a Car Park to use, to go, pass and repass over and along and upon the Car Park Common Areas and the Car Park Common Facilities
- for all purposes connected with the proper use and enjoyment of his Unit.
- Right to support (b) The right to subjacent and lateral support and to shelter and protection from the other portions of the Land and the Development.
- Right of running water and utilities (c) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, air-conditioning, ventilation, telephone and other services from and to each Unit through the sewers, gutters, drains, water courses, pipes, ducts, wires, cables and other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the Unit.
- Right to enter (d) The right for the Owner or Occupier for the time being of each Unit with or without servants, workmen and others at all reasonable times on written notice (except in case of emergency) to enter into and upon the other parts of the Development for the purpose of carrying out any work necessary for the maintenance and repair of such Unit or any Party Wall forming part of it, such work not being the responsibility of the Manager and which cannot be practically carried out without such access, causing as little disturbance as possible and making good any damage caused thereby.
- Other easements (e) All other easements, rights and privileges belonging or appertaining to the Land and the Development or any part thereof.

2. Rights and Easements applicable to Owners of Units in the Residential Accommodation

- Right to use Club (a) Full right and liberty for the Owner and Occupier for the time being, his

House agents, tenants and licensees (in common with all other Persons having the like right) of a Unit in the Residential Accommodation to use the Residential Common Areas, the Residential Common Services and Facilities and the Club House for the purpose of recreation only and subject to the rules, regulations and fees prescribed for their use by the Manager Provided That in exercising such right, no Owner shall damage or interfere with or permit or suffer to be damaged or interfered with the general amenities, plant, equipment or services provided therein.

Right to use the A/C Platforms (b) The right for the Owner and Occupier for the time being of each Unit in the Residential Accommodation, to use the A/C Platform(s) attached to his Units for placing air-conditioning units, provided that (1) such use shall not be in contravention of the Approved Plans and/or the Buildings Ordinance (Cap.123); (2) the Owner shall not place any air-conditioning unit(s) which exceed the floor loading of the A/C Platforms thereon; (3) the Owner shall at his own costs and expenses make good any damage done to the A/C Platforms; and (4) the location and method of placing the air-conditioning units shall be subject to prior approval of the Manager.

3. Rights and Easements applicable to Owner(s) of the Commercial Accommodation External Wall and the Reserved Areas

Without limiting the generality of Clause 4(h) and Clause 1(d) of this Schedule, in addition to the above rights and privileges the Owner(s) of the Commercial Accommodation External Wall and the Reserved Areas shall have the full right and liberty (**SUBJECT ALWAYS TO** the provisions of the Government Grant, this Deed, the Building Rules and the rights of the Manager and the Registered Owner provided in this Deed) to enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) into all parts of the Development including the Common Areas and the Facilities or any Unit (subject to having given prior reasonable notice to Owner(s) of the Unit(s) affected thereby (except in case of emergency)) for the purposes of affixing, erecting, repairing or maintaining the Commercial Accommodation External Wall and the Reserved Areas and/or any structures, facilities, equipment, signs, sign boards, advertisements, decorations, masts or fixtures as may from time to time be constructed, erected, exhibited, installed, affixed or painted thereon (subject to having obtained the relevant Government authority's and Manager's approval (if required) thereto) including, without limiting the generality of the foregoing, to erect or place on the external walls, any roof or flat roof (if any) forming the Common Areas and Facilities or any Unit (or any part(s) thereof) scaffolding and/or other structure or equipment necessary for the aforesaid purposes, and the right to license or otherwise permit or grant the aforesaid rights so to do to any other person on such terms as the Owner(s) of the Commercial Accommodation External Wall and the Reserved Areas or any part thereof may deem fit, PROVIDED that such Owners shall not cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners or occupiers for the time being or any other part of the Development

4. Rights and Easements applicable to the Registered Owner

Rights of access to complete the Land and the Development (a) The Registered Owner shall have the exclusive and unrestricted right and privilege with contractors, servants, agents, workmen or other Persons authorized at all reasonable time, on reasonable written notice, to enter into and upon any part of the Land and the Development with all necessary tools, equipment, plant and materials for the purpose of (i) completing or commissioning the construction of

any part of the Land and the Development and making good and rectifying any defects therein; and (ii) carrying out any works in under on or over the Land and the Development as it shall require from time to time. The Registered Owner in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification. The Registered Owner shall not incur any liability except for negligence of any nature whatsoever to any Owners or other Person having an interest in the Development by reason of the works Provided That the carrying out of such works shall not interfere with the exclusive use and enjoyment by the Owners of the relevant Units and that any damages resulted from such works shall be made good by the Registered Owner at its expense.

Right to change name and numbering

(b) The Registered Owner shall have the exclusive right and privilege to change the name of the Development or any part thereof and/or to change the description of any building in the Development and/or to change the numbering of any building in the Development and shall not be liable to any Owners or other Persons having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith provided that prior approval of the Owners' Committee or the Owners' Corporation (if formed) is required.

Sub-Deed of Mutual Covenant

(c) The Registered Owner shall have the right without the necessity of making every Owner entitled to the exclusive use occupation and enjoyment of any Unit outside the part or parts of the Development in question a party thereto to enter into a Sub-Deed of Mutual Covenant or Sub-Deeds of Mutual Covenant in respect of any part of the Development for the purpose of making further provisions for the management, maintenance and servicing of that part of the Development for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided Always That their rights and interests shall not be adversely affected and such Sub-Deed of Mutual Covenant or Sub-Deeds of Mutual Covenant shall not conflict with the provisions of this Deed.

Modification of Government Grant

(d) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the Registered Owner shall have the right to apply to the Government for the variation(s) or modification(s) or addition(s) of any of the terms and conditions of the Government Grant and to agree to any terms and conditions for such variation(s) or modification(s) or addition(s) in the name of the Registered Owner without the necessity of joining the Owners as a party to the said application(s) and any documentation relating to such variation(s) or modification(s) or addition(s) to the intent that the Registered Owner alone shall have the right and power to execute any such documentation Provided That (i) any benefit, concession, payment, compensation and/or other money, whether monetary or otherwise, paid and/or acquired shall be paid and/or received by all Owners or the Owners concerned; (ii) such rights shall be included in the first and all subsequent assignments of the Units to purchasers and (iii) such variation(s) or modification(s) shall not adversely affect or prejudice the exclusive use occupation and enjoyment of the Units of other Owners.

Amendments to building plans

(e) The Registered Owner shall have the right and privilege to alter, amend, vary or add to the Approved Plans and/or the building plans existing at the date hereof or alter the user of any part of the Development and/or the Land, or any amenities, facilities or parts of the Development without the concurrence or approval of any Owner or other Person having an interest in the Development but nothing herein

contained shall absolve the Registered Owner from the requirements of obtaining the prior written consent of the Director of Lands pursuant to the Government Grant. No such alteration, amendment, variation or addition shall give to the Owners any right of action against the Registered Owner nor adversely or materially affect an Owner's rights and interests nor prejudice or interfere with the use occupation and enjoyment of the Units by the Owners.

Right to surrender
dedicate voluntary
setback or assign to
Government by the
Registered Owner

(f) The Registered Owner shall have the exclusive and unrestricted right and privilege to carve out, surrender, dedicate, voluntary setback or assign the Setback Area and/or any part or parts of the Development vested in the Registered Owner to the public and/or the Government without the necessity of joining in other Owners and provide any culverts, pavements, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings, plants and other structures constructed, installed and provided thereon or therein as required by the Government Provided That in making such carving out, surrender, dedication, voluntary setback or assignment the Registered Owner shall not interfere with an Owner's right to hold use occupy and enjoy any part of the Development which he owns nor adversely or materially affect an Owner's rights and interests in relation thereto and Provided Further That no Owner except the Registered Owner shall have any claim for whatsoever consideration or benefit (if any) from the Government as a result of such surrender, dedication, voluntary setback or assignment.

Right to designate
Common Areas

(g) The Registered Owner shall have the exclusive right and privilege to designate any part of the Development (not forming part of a Unit) to be Estate Common Areas, Residential Common Areas, Commercial Common Areas or Car Park Common Areas from time to time and to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities Provided That such designation, amendment, variation, alteration, addition, modification or substitution shall have first been approved by the Owners' Committee and the use and enjoyment of the Units by the Owners shall not be adversely affected and no such designation, amendment, variation, alternation, addition, modification or substitution shall give to the Owners any right of action against the Registered Owner Provided Always That any payment received for the approval shall be credited to the Capital Funds of the Development. Where there is a dispute on whether an area is to be regarded as Estate Common Areas, Residential Common Areas, Commercial Common Areas or Car Park Common Areas or whether a facility is to be regarded as part of the Estate Common Services and Facilities or Car Park Common Services and Facilities or Residential Common Services and Facilities or Commercial Common Services and Facilities, the decision of the Manager made in consultation with the Owners' Committee shall be final and binding on all Owners save and except mistakes and errors.

Right to install in or
affix to or use part
of the Common
Areas and
Common Services
Facilities

(h) The Registered Owner shall have the exclusive and unrestricted right to construct, affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lightning fixtures, systems for broadcast transmission and reception, information distribution and communication, including, without limitation, communal aerial broadcast and distribution systems, microwave distribution systems, cable and wireless communications systems, telecommunications transmission, reception and transponder systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on any part or parts of the Common Areas and Common Services and

Facilities and such other areas within the Land and the Development the exclusive right to hold, use, occupy and enjoy which are owned by the Registered Owner and, subject to the Government Grant, the right to construct, affix, install, maintain, alter, repair, service, replace, renew and remove one or more signs and advertisements (illuminated or otherwise) on the Common Areas and Common Services and Facilities and such areas within the Land and the Development the exclusive right to hold, use, occupy and enjoy which are owned by the Registered Owner and the right to enter into and upon any part of the Development with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other Person on such terms as the Registered Owner may deem fit and for this purpose to negotiate and enter into contracts, leases or licence agreements with such Person for the installation, operation, management and maintenance of such aforementioned systems on such terms as the Registered Owner may deem fit and to have the exclusive and unrestricted right to assign such contract, lease or licence agreement to the Manager or to the Owners' Committee (if formed) for the benefit of the Owners with (in so far as possible) power for the Manager or the Owners' Committee (as the case may be) to further assign the same to its successors Provided That the prior written approval of a resolution of the Owners in an Owners' meeting under this Deed shall be required for the exercise of any of the aforesaid rights save and except where such fixtures signs and advertisements are affixed on any part(s) of the Land or the Development the exclusive right of which to hold, use, occupy and enjoy are owned by the Registered Owner and Provided Always That such installation shall not unreasonably affect the enjoyment of the Development by the Owners or Occupiers. All costs and expenses incurred in respect of the aforesaid shall be borne by the Registered Owner and Provided That the Registered Owner shall ensure that the least disturbance is caused and shall make good any damage caused by exercising these rights and Provided Also That any consideration received thereof shall be credited to the Capital Funds for the benefit of all Owners.

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| Right to allocate or reallocate or amend Undivided Shares | (i) The Registered Owner shall have the right to allocate or reallocate or amend in any way the Undivided Shares and/or the Management Shares allocated or to be allocated to the Land and the Development or any part thereof as set out in this Deed. No such allocation, reallocation or amendment shall prejudice or interfere with the use occupation and enjoyment of the Units by the other Owners nor affect the Undivided Shares and Management Shares allocated to such Units. |
| Right to enter into deed of grant of right of way | (j) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the Registered Owner shall have the sole and exclusive right to enter into any deed(s) of grant of right of way (whether as grantor or grantee), deed(s) of mutual grant of right of way and/or deed(s) of release of right of way (whether as grantor or grantee) and/or deed of surrender on such terms and conditions as the Registered Owner may think fit without the consent or reference to other Owners. |
| Right to assign Undivided Shares | (k) The Registered Owner shall have the exclusive and unrestricted right and privilege to assign the Undivided Shares relating to the Common Areas or any part thereof to the Manager free of cost or consideration to be held on trust for all the Owners subject to this Deed. The Manager shall hold such Undivided Shares as trustees for all Owners for the time being. |
| No contravention | (l) Notwithstanding the provisions of Clause 4(a) of Part I of the Second |

of terms and conditions

Schedule above, the rights and privileges herein reserved by the Registered Owner shall not in any way contravene the terms covenants and conditions of the Government Grant, this Deed and any relevant Sub-Deed of Mutual Covenant and shall not impede or obstruct any Owner or his Occupiers reasonable access to his Unit.

Appointment of attorney

(m) For the purposes of carrying out any of the rights contained in Clause 4 of Part I of the Second Schedule, each Owner shall be deemed to have appointed the Registered Owner irrevocably as his attorney with full right power and authority to do all acts deeds matters and things and to execute sign and seal and as their act and deed deliver such deed or deeds and to sign such document or documents as may be necessary.

THE SECOND SCHEDULE

Part II

EXCEPTIONS AND RESERVATIONS

Rights of other Owners	1. Easements, rights and privileges equivalent to those set forth in Clauses 1(b), (c) and (d) of Part I of this Second Schedule in favour of all other Owners.
Free passage over the Setback Area	2. The right for all Government and public pedestrian traffic at all times during the day and night to enter upon and pass and repass on, along, to, from, by, through and over the Setback Area for all lawful purposes free of cost and payment.
Free passage over the Yellow Stippled Black Area and Yellow Cross-Hatched Cum Yellow Stippled Black Area	3. The right for the owners and occupiers for the time being of the other portions of Inland Lot No.1580 to enter upon and pass and repass by foot on, along, to, from, by, through and over the Yellow Stippled Black Area and the Yellow Cross-Hatched Black Cum Yellow Stippled Black Area for all lawful purposes free of cost and payment.
Rights of the Manager/the Registered Owner	<p>4. (a) Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on reasonable written notice (except in case of emergency) to enter on and into each and every part of the Land and the Development (including each Unit) for the purposes of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating the structure of the Development, the Common Areas and the Common Services and Facilities or any part or parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed causing as little disturbance as is reasonably practicable and making good any damage caused thereby and Provided That if any damage caused to any Owner is due to the negligent, wilful or criminal acts of the Manager, employees or contractors, the Manager shall be responsible to make good such damage at his own costs and expenses.</p> <p>(b) The right for the Manager, its servants, agents, workmen, contractors and persons duly authorized at all reasonable times on prior reasonable written notice (except in case of emergency) to gain access to and enter upon any flat roof forming part or parts of any Unit or Units and to remain there for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining (excluding decorating), cleaning or painting all or any part of the Common Areas and the Common Services and Facilities in or upon such flat roof or to which access is gained via such flat roof and, on a temporary basis, to erect, place or store on any such flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried on Provided That the Manager shall ensure that the least disturbance as is reasonably practicable is caused and the Manager shall repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its servants agents workmen contractors and other persons duly authorised by the Manager.</p>

(c) The exclusive and unrestrictive right and privilege for the Manager (subject to the approval of the Owners' Committee) to subcontract the operation of all or any part of the Club House to any Person or organisation on such terms and conditions as the Manager shall in its absolute discretion think fit Provided Always That all fees and income shall be applied by the Manager in the same way as other miscellaneous income as specified in Clause 7 of Section J of this Deed.

(d) Subject to the prior approval of the Owners' Committee the right for the Manager to authorize by way of licence, the use of the Common Areas and the Common Services and Facilities for the installation of telecommunications system and equipment and other communication device and equipment on terms and conditions as it deems fit Provided Always That the prior approval of the relevant Government authorities concerned (if necessary) is obtained and all licence fees and other income received by the Manager shall be applied in accordance with Clause 7 of Section J of this Deed.

(e) The rights for the Manager to install, affix or operate on the [upper] roof systems for broadcast transmission and reception, including without limitation to aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto together with the right to enter into the upper roof for the purposes of carrying out works or repairs or maintenance which the Manager considers necessary.

(f) The rights for the Manager for itself, its licensees or other third parties to install or affix chimneys, flues, pipes or any other structures or facilities on or within the Common Areas Provided That the written approval of the Owners' Committee (or Owners' Corporation, if formed) is obtained prior to the exercise of such rights and that such installation shall not unreasonably affect the enjoyment of the Development by the Owners and the Occupiers and that any consideration received for granting such rights shall be credited to the respective Capital Funds for the benefit of all Owners.

(g) The rights for the Registered Owner and/or the Manager to construct or install or maintain or repair pipes, ducts, wires, sewers, gutters, drains and cables serving any Unit or Units or the Development as a whole in, on, under or passing through the roof or any part or parts thereof.

Free passage over
the Indigo Stippled
Black Area

5. The right for the owners and occupiers for the time being of the other portions of Inland Lot No.1580 to enter upon and pass and repass by foot on, along, to, from, by, through and over the Indigo Stippled Black Area for all lawful purposes free of cost and payment.

THE THIRD SCHEDULE

RESTRICTIONS AND PROHIBITIONS

Not to make
external alterations
or additions

1. NOT to:

(a) make or permit or suffer to be made any external or structural alteration or addition whatsoever which will affect the structural integrity of the Development or which may exceed the loading constraints of the structures in the Development or which will interfere with or affect the rights of other Owners to any building, or other structure erected on or in the Development;

(b) make or permit or suffer to be made any alterations to the existing design or external appearance of the facade (including but not limited to finishes and colour of the external wall, window and glazing, position of flue aperture, material of balcony railings, etc) or elevations of any building or other structure erected on or in the Development;

(c) erect or build or permit or suffer to be erected or built on the Flat Roof or any part thereof of any building or other structure erected on or in the Development, any structure whatsoever whether of a temporary or permanent nature;

(d) install or erect or permit or suffer to be installed or erected any air-conditioning unit or ventilation unit or plant or any radio or television aerial or satellite dish or any sunshade or awning or cloths drying rack or religious icon or any other fixture whatsoever on or over the Flat Roof or any part thereof or through or over any window or through or on any external wall of the Development (except in the case of air-conditioning units in the apertures provided for them in the Units in the Residential Accommodation);

(e) make or permit or suffer to be made any alterations to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or other utility or service to the Land and the Development;

(f) install or repair electrical wiring from the switch rooms to any part or parts of the Development and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of the Owner or Owners and in such manner as the Manager shall in its absolute discretion think fit;

(g) erect, affix or place or cause or permit or suffer to be erected, affixed or placed any sign or other structure whatsoever whether of a permanent or temporary nature on the Flat Roof or any part thereof without the prior written consent of the Manager and the Manager shall have the right to enter to remove anything erected or affixed or placed thereon in contravention of this provision at the cost and expenses of the Owner who erected or affixed or placed the same or permitted or suffered the erection or affixing or placing of the same;

(h) do any works or any changes to the Residential Unit which includes the Balcony and/or Utility Platform so as to enclose the Balcony or Utility Platform of such Residential Unit as approved and built under the Approved Plans;

(i) cause, permit, suffer or allow any Balcony or Utility Platform and the

covered areas beneath them forming part of a Unit to be enclosed above safe parapet height by any material of whatsoever kind or nature other than as under the Approved Plans and in particular no fences, awnings, grilles or any structures or things shall be installed, exhibited, affixed, erected or attached on or to any of the Balcony or Utility Platform and to keep and maintain any Balcony or Utility Platform forming part of a Unit in the design and layout as approved under the Approved Plans and in good and substantial repair and condition at the expenses of the Owner of the Unit;

(j) alter the design and location of the Balcony or Utility Platform as approved and built under the Approved Plans in any way;

(k) use the Balcony and/or the Utility Platform in contravention of the Occupation Permit and such other ordinances, bye-laws and Government regulations of the HKSAR;

(l) erect or permit or suffer to be erected any radio, television or telecommunications aerial or advertising sign or store or permit or suffer to be stored any utensils or other articles upon the Balcony and/or the Utility Platform;

(m) use the Sky Garden for any purpose except for the purpose of providing natural ventilation, greenery and recreational garden space for common use and benefit of the Owners, Occupiers of the Residential Units and their bona fide visitors; and

(n) keep hang or exhibit or permit or suffer to be kept hung or exhibited any washing cloth, clothing or any unsightly objects in the Balcony.

Not to make
internal alterations
or additions

2. (a) Not to make any unauthorised or alleged unauthorised alteration to a Unit.

(b) Where any fitting-out works or alterations to a Unit require any alteration to base buildings services, including, but not limited to, the sprinkler system, heat ventilation and air-conditioning system (if any) and plumbing and drainage, then the Owner shall employ at its cost only the contractor nominated by the Manager for the purpose of carrying out those works.

(c) Not to sub-divide or partition the Unit or other part of the Development of which he is entitled to the sole and exclusive use, occupation and enjoyment into separate units.

(d) Not to convert any of the Common Areas to his/its own use or for his/its benefit or to convert any of his/its own areas to Common Areas unless approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained.

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

(f) Notwithstanding paragraph (e) above, an Owner may convert or designate any of his own areas as common areas for the common use or benefit of some but not all the Owners ("the Affected Owners"); and in that event, only the approval of the Affected Owners will be required Provided That no expenses for the maintenance or management of such common areas shall be borne or paid by any other Owners who do not share in the common use or benefit thereof. The Affected Owners may not re-convert or re-designate any such common areas to the own use or benefit of one or more of them unless it is so provided for when the area in question was so converted or designated.

Not to damage
Common Areas
and Common
Services and
Facilities

3. (a) Not to damage, injure, deface or alter, or permit or suffer to be damaged, injured, defaced or altered any part of the structure, fabric, fittings, mail boxes or decorative features of the Common Areas or the Common Services and Facilities including any trees, plants or shrubs in or about the Land and the Development.

(b) Not to damage or interfere with or permit or suffer to be damaged or interfered with the Estate Common Services and Facilities.

(c) Not to erect religious icons in the Common Areas.

(d) Not to conduct religious activities, bonfires, burning of incense or religious offerings in the Common Areas.

Not to vitiate
insurance

4. Not to do or permit or suffer to be done anything whereby any insurance of the Land and the Development or any part thereof may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and each Owner shall indemnify the other Owners against any increased or additional premium which by reason of his act or default may be required for effecting or keeping up such insurance and in the event of the Development or any part or parts thereof being damaged or destroyed by any of the Insured Risks at any time and the insurance money under any insurance against such Insured Risks effected thereon being wholly or partially irrecoverable by reason solely or in part of his act or default then and in every such case such Owner shall forthwith pay to the other Owners the whole or (as the case may require) a fair proportion of the cost of completely rebuilding or reinstating the same.

Not to breach
Government Grant

5. Not to do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the terms and conditions of the Government Grant and each Owner shall keep the other Owners indemnified against any such breach.

Not to breach
ordinance etc.

6. Not to do or cause or permit or suffer to be done any act or thing which may be contrary to any relevant ordinance, regulation or bye-law.

User

7. (a) Not to use or permit or suffer to be used any Commercial Unit other than for commercial purposes.

(b) Not to use or permit or suffer to be used any Residential Unit other than for residential purposes.

(c) Not to use or permit or suffer to be used any Car Park other than for the parking of one motor vehicle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the

Occupiers of the Development and their bona fide guests, visitors or invitees and subject to any rules as may be imposed from time to time by the Manager.

(d) Not to use or permit or suffer to be used any Car Parks for the storage, display or exhibiting of motor vehicles and/or motor cycles for sale or otherwise.

(e) Not to use any Unit for any offensive trade as prescribed from time to time by Section 48 of the Public Health and Municipal Services Ordinance (Cap.132) nor permit the storage of any hazardous, combustible, unlawful or explosive goods or substance or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance (Cap. 295).

User of LGV
Parking Space

8. Not to use or permit or suffer to be used the LGV Parking Space other than for the parking of one motor vehicle 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 or Occupiers of the Units of the Development and subject to payment of such fees which shall be credited to the relevant Capital Fund and to any rules as may be imposed from time to time by the Manager. The LGV Parking Space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

Not to use for
illegal or immoral
purposes

8. Not to use or permit or suffer to be used any Unit for gambling or for any illegal or immoral purpose.

Not to cause
nuisance

9. (a) Not to do or cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and Occupiers of the Land and the Development.

(b) Not to conduct activities which affect the general security of the Development.

Not to exhibit signs

10. Subject to the rights of the Registered Owner, the Owner(s) of the Reserved Areas and the Owner of the Commercial Accommodation External Wall under this Deed, not to exhibit any advertising signage in or upon any Unit or other part of the Development, except for Owners of the Commercial Units who may exhibit advertising sign(s) in or upon their Unit(s) with the prior written consent of the Manager and in accordance with the provisions of the Government Grant.

Not to misuse
lavatories

11. Not to use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development (including those within an Unit) for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any water closet pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.

Not to interfere
with fire protection
or security systems

12. Not to do or permit or suffer to be done any act or thing which will damage or interfere with or affect the operating of any fire protection or fire fighting system, equipment or apparatus or any security system, equipment or apparatus or any part or parts thereof and each Owner shall keep the other Owners indemnified against all loss, damages, claims and demands sustained by them as a result of any act or thing done or permitted or suffered to be done by the Owner as aforesaid.

Not to contravene fire regulations	<p>13. (a) Not to erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances or any staircase or floor of the Units or in or on or at any of the exits therefrom any metal grille or shutter or gate that might in any way contravene the regulations from time to time in force of the Fire Services Department or other competent authority concerned, nor in any other respect to contravene the said regulations.</p> <p>(b) Not to lock the doors or entrances of the upper roof of the Development.</p>
Not to obstruct Common Areas	<p>15. (a) Not to use or cause or permit or suffer the use of any of the Common Areas for the purpose of hanging or placing or storing any article or thing thereon or therein and not to permit any Person to use the same for loitering or eating.</p> <p>(b) Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any tables, seats, boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as it sees fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other Person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims, damages or expenses of and against the Manager in respect thereof.</p>
Floor loading	<p>16. Not to place on any part of the floors of any Unit any machinery goods or merchandise which may cause the maximum floor loading-bearing capacity thereof to be exceeded and in the event of breach of this covenant, the Owner 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 which may be exercised by the Manager by virtue of such breach.</p>
Offensive odours	<p>17. Not to cause or permit any offensive or unusual odours to be produced upon, permeate through or emanate from the part of the Land and the Development owned by him and not to allow any garbage or waste food to accumulate on such part or other part of the Land and the Development Provided That the Manager's opinion on whether any odour is offensive or unusual is conclusive and binding on the Owner.</p>
Excessive noise	<p>18. Not to produce or permit or suffer to be produced any music or noise (including sound produced by broadcasting or any apparatus or equipment capable of producing, reproducing, receiving or recording sound) or vibration or other acts or things in or on the part of the Land and the Development owned by the Owner so as to cause a nuisance to other users of the Land and the Development.</p>
Not to misuse lifts	<p>19. Not to use the lifts in the Development other than for transportation of Persons and small light goods or articles.</p>
Not to partition	<p>20. Not at any time to exercise or attempt to exercise any statutory or common law right to partition the Land and the Development.</p>
Keeping of pets	<p>21. Not to bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, birds or animals on any part of the Development save and except that (i) dogs, cats, pets, livestock, live poultry, birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint</p>

by at least two (2) Owners or Occupiers of any part of the Development; or (ii) trained guide dogs on leash for any person with disability in vision may be brought into any part of the Development whilst guiding any person with disability in vision; or (iii) dogs, cats, pets, livestock, live poultry, birds or animals can be brought on or kept in any part of the Commercial Accommodation after written consent of the Manager (with such directions and conditions as may be given and imposed by the Manager) has been obtained.

No clothing to be hung outside

22. No clothing or laundry shall be hung outside any part of the Development or within any Unit or Units or exits or door or window or bay window or balcony (if any) which may be visible from the exterior of the Development.

Not to play mahjong

23. Not to permit the playing of mahjong in any Residential Unit between 11:00 p.m. and 9:00 a.m. if any noise so created will be audible from outside his Residential Unit so as to cause disturbance to the Owners or Occupiers of any part of the Development.

Not to throw out any refuse

24. Not to throw out or discard or permit or suffer to be thrown out or discarded from the Residential Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

Notice to the Manager

25. All complaints touching or concerning any part of the Land or the Development shall be made in writing to the Manager.

THE FOURTH SCHEDULE

SCHEDULE OF WORKS AND INSTALLATIONS

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the slope structures (if applicable);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations;
- (x) gas supply system;
- (xi) window installations;
- (xii) central air-conditioning (if any);
- (xiii) ventilation system; and
- (xiv) other major items as from time to time be added or revised.

THE FOURTH SCHEDULE
"Fire Safety Management Plan"

- (1) The Fire Safety Management Plan sets out the fire safety standard and provides guidelines for management and operation for the Open Kitchen Unit.
- (2) The Manager and Owners of the Open Kitchen Unit shall observe the rules and requirements set out in this Fire Safety Management Plan.
- (3) According to the Fire Engineering Reports approved by Buildings Department and Fire Service Department, the fire safety measures implemented in the Open Kitchen Unit are specified as follows:-
 - (a) A full height reinforced concrete wall having an FRR of not less than -30/30 is provided adjacent to the flat unit door in each Open Kitchen Unit. The width of the wall is not less than 600 mm;
 - (b) An addressable smoke detector with sounder base is provided in each Open Kitchen Unit. Activation of the smoke detector within a unit will raise a fire alarm in the unit of fire origin and send a fire alarm signal to the fire alarm panel of the caretaker's office to alert the security/ management staff. There will be NO direct link to Fire Services Department (FSD). The sound pressure level of the sounder base should not be less than 65dB(A) and not greater than 120 dB(A) at the bed head in the bedroom or within the living room of the residential units without bedroom at any normally accessible point as advised in British Standard 5839-1:2002 + A2:2008 – Fire Detection and Fire alarm System for Buildings;
 - (c) The smoke detection system within the open kitchen units is linked up to a separate alarm bell system provided in the common lobby from the main fire alarm system. Upon the smoke detector within a unit is activated; the separated alarm system within the common lobby at the same floor of fire unit will be activated. This provision is used to alert occupants in other residential units on the floor of fire;
 - (d) Smoke detection system is provided at the common lobby on those floors with Open Kitchen Units. This smoke detection system will activate the alarm system of the whole building once it is activated and send a fire alarm signal to the caretaker's office and Fire Services Department (FSD) via the direct link connection;
 - (e) Automatic sprinkler protection is provided at the ceiling directly above the open kitchen in each residential unit with open kitchen. The sprinkler system should be designed and installed according to OH1 classification of BS EN 12845 : 2003 by referring to FSD Circular Letter No. 3/2006. Upon activation of the sprinkler system, flow switch signal of the activated sprinkler zone will be indicated at the fire alarm panels in the Fire Services Control Room and the caretaker's office. Activation of sprinkler system will activate the fire alarm system of the whole building which should be linked to FSD by direct line; and
 - (f) The smoke detection system, alarm system and sprinkler system as referred to in paragraphs (b) to (e) above shall be treated as fire service installation (FSI) defined under the Codes of Practice for Minimum Fire Service Installations and Equipment and Inspection, Testing and Maintenance of Installations and Equipment (FSI Code).
- (4) The Manager shall ensure 24 hours manned of the fire signal control and implement the following fire action plans:
 - (a) On receipt of fire alarm signal from a Open Kitchen Unit on any floor, the management staff/personnel on duty shall check and identify the alarm location from the fire alarm

- panel in the caretaker's office and immediately travel to the floor below the flat of fire signal via the lift and then travel up the stair to investigate whether a real fire has occurred within 2 minutes. On confirmation of a real fire, he/she shall immediately report the fire to Fire Service Department ("FSD") via emergency hotline (phone number: 999) and activate the nearest breakglass point and use the nearest hose reel for extinguishing the fire if possible. He/She shall also assist and guide the occupants to the ultimate place of safety to the street as necessary for safe evacuation;
- (b) If the alarm signal is false without the direct link to FSD activated, the management staff/personnel on duty shall activate the silence alarm bell by pressing the silence button on the fire alarm panel and reset the same after receiving instructions from the Manager; and
 - (c) On receipt of fire signal due to activation of sprinkler system in residential units or the smoke detector at the common lobby, the management staff/personnel shall check that nobody is trapped inside any passenger or service lifts and prevent people from entering the building and/or using the lifts except FSD. He/she shall identify the location of fire as indicated on the fire alarm panel in the caretaker's office and inform the fire fighters of the location of fire and direct them to the FS Control Room and FS/Sprinklers Inlets. He/She shall also assist and guide the occupants to the ultimate place of safety to the street as necessary for safe evacuation.
- (5) The Manager shall implement action plans and evacuation arrangements for occupants as follows:
- (a) FSI system activated by smoke detector within the fire unit:-
 - (i) If it is a false alarm, the occupants shall report to management staff and ask the management staff to silent the alarm bell;
 - (ii) If activation of smoke detector is due to cooking activity inside the open kitchen, the occupants shall turn off the cooking stove if it is safe to do so;
 - (iii) If a real fire is discovered inside the open kitchen, the occupants shall stay claim and report the fire to the management staff and/or to FSD through emergency hotline (phone number: 999);
 - (iv) The occupants shall also locate the nearest break glass to activate the fire alarm and use the nearest hose reel at the common lobby to surpress the fire if it is safe to do so;
 - (v) If the fire is uncontrollable, the occupants shall evacuate the unit immediately and assist others on the same floor for evacuation as necessary; and
 - (vi) Occupants at the non-incident floors can either evacuate immediately or stay at their flats.
 - (b) FSI system activated by smoke detector at the common corridor of the fire unit or sprinkler within the fire unit or break glass unit at the common corridor of the fire unit:-
 - (i) The occupants shall stay calm and report the fire to the management staff and/or to FSD through emergency hotline (phone number: 999);
 - (ii) The occupants may use the nearest hose reel at the common lobby to surpress the fire if it is safe to do so;
 - (iii) If the fire is uncontrollable, the occupants shall evacuate the unit immediately and assist others on the same floor for evacuation as necessary; and
 - (iv) Occupants at the non-incident floors can either evacuate immediately or stay at their flats.
- (6) The Manager shall provide proper and adequate training to management staff for ensuring that they are familiar with the fire safety provisions installed and the actions to be taken in case of fire. Such taining shall include without limitation the following:

- (a) The management staff should familiar with:-
 - (i) The fire safety provisions referred to above installed in the open kitchen units and the common lobby;
 - (ii) The exit routes and the ultimate place of safety;
 - (iii) The operation of firefighting equipment within the building;
 - (iv) The fire action plan on receipt of the fire alarm signal from a residential unit with open kitchen; and
 - (v) The location of FS Control Room, fireman's lift, FS/ Sprinklers inlets, the FS plant rooms.
 - (b) The management staff should understand their duties on:-
 - (i) The annual fire drills;
 - (ii) The arrangement of annual inspection of the FSI for the open kitchen units and the common lobby on those floors with open kitchen units to be carried out by the registered FSI Contractor; and
 - (iii) Evacuation arrangement for open kitchen fire.
- (7) The Manager shall educate the Owners of the Open Kitchen Units on awareness of the importance of the installation and maintenance of the FSI within the Open Kitchen Units, risk of fire, means of reporting a fire and action to be taken in the event of fire through the various safety campaigns such as fire safety talks, display of posters and distribute kitchen safety leaflet. The following messages should be given to the occupant throughout these safety campaigns:-
- (a) Remind occupants not to leave things unattended while cooking;
 - (b) Introduce the fire safety measures applied to the open kitchen unit due to the open kitchen design;
 - (c) Remind occupants that the sprinkler system and the smoke detection system within the open kitchen units should not be removed and obstructed. The owners should allow access for the registered FSI contractors to perform the annual inspection and maintenance of these FSI;
 - (d) Provide information on the evacuation procedure for open kitchen fire and the emergency contact to the building management;
 - (e) Remind occupants to inform the building management if renovation is needed for the open kitchen units; and
 - (f) Remind occupants when will the fire drill to be held and encourage occupants to participate the fire drill for their safety. Provide clear instructions on how the occupants could participate.
- (8) The manager shall keep a set of approved General Building Plans with exit routes highlighted inside the management office and fire control room.
- (9) All FSI shall be inspected annually and maintained by registered FSI contractors in accordance with the Code of Practice for Inspection, Testing and Maintenance of Installations and Equipment[^] under FSD's requirements.
- (10) The Manager shall be responsible to assist the annual inspection and maintenance of the FSI installed in the open kitchen units and at the common lobby conducted by the registered FSI contractors. The owners should allow access for the registered FSI contractors to perform the annual inspection and maintenance. The Manager and the registered FSI contractors shall ensure:-
- (a) Smoke detectors provided inside the open kitchen flats and at the common lobby outside the open kitchen flats have not been removed or obstructed;

- (b) Sprinkler head provided at the ceiling immediately above the open kitchen has not been removed or obstructed;
- (c) The full height wall having an FRR of not less than -30/30 adjacent to the flat exit door has not been removed; and
- (d) The inspection and maintenance procedure of the FSI including the sprinkler system and the smoke detection and alarm system serving the open kitchen units and common lobby outside the open kitchen flats should be carried out according to the relevant code issued by FSD.

The Manager shall keep the records of maintenance or repair works carried out.

- (11) Prior to carrying out any decoration works within the Open Kitchen Residential Units, the Owner shall obtain written approval from the Manager and the Manager shall implement the following measures:-

- (a) During renovation works:-

- (i) The smoke detector of the renovating flat to the fire alarm panel shall be disconnected;
- (ii) A "No Smoking" notice shall be displayed on the exit door of the renovating flat; and
- (iii) The Manager shall locate a portable fire extinguisher readily accessible for the renovating flat.

- (b) On the completion of the renovation works:-

- (i) The smoke detector to the fire alarm panel shall be re-connected immediately;
- (ii) The Manager shall check and ensure that the FSI within the flat has not be removed, relocated and obstructed;
- (iii) The Manager shall check the fire rated wall within the flat has not been removed; and
- (iv) The Manager shall check the open kitchen arrangement has not been changed.

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

The Registered Owner

SEALED with the Common Seal of)
PINE CHEER LIMITED and SIGNED by)
)
)
duly authorized by its Board of Directors)
whose signature(s) is/are verified by:)

SEALED with the Common Seal of)
SINO ABLE INVESTMENTS LIMITED)
and SIGNED by)
)
)
duly authorized by its Board of Directors)
whose signature(s) is/are verified by:)

SEALED with the Common Seal of)
FORTRESS JET INTERNATIONAL)
LIMITED and SIGNED by)
)
)
duly authorized by its Board of Directors)
whose signature(s) is/are verified by:)

The First Purchaser

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

The Manager

SEALED with the Common Seal of the)
Manager and SIGNED by)
)
)
duly authorized by its Board of Directors)
whose signature(s) is/are verified by:)

The Mortgagee

SEALED with the Common Seal of the)
Mortgagee and SIGNED by)
)
)
duly authorized by its Board of Directors)
whose signature(s) is/are verified by:)