

Dated the day of

**DEED OF MUTUAL COVENANT
INCORPORATING
MANAGEMENT AGREEMENT**

in respect of

NEW KOWLOON INLAND LOT NO.6493

Registered in the Land Registry by Memorial
No. on

(Approved form : 11.4.2017)

THIS DEED made the _____ day of
Two Thousand and _____

BETWEEN

- (1) PANATIFF LIMITED (Company Registration No.238824) whose registered office is situate at 35th - 38th Floors, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include its successors in title and assigns);
- (2) [_____] (hereinafter called "the First Purchaser" which expression shall where the context so admits include the persons specifically named and his/her/their [respective] executors administrators and assigns); and
- (3) TOGETHER MANAGEMENT COMPANY LIMITED (合眾物業管理有限公司) (Company Registration No. 91672) whose registered office is situate at 35th - 38th Floors, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories (hereinafter called "the Manager" which expression shall include any other person, firm or company for the time being appointed to manage the Development pursuant to this Deed).

WHEREAS :-

- (A) Words used in these recitals shall, where applicable, have the meanings ascribed to them in Section I below.
- (B) Immediately prior to the Assignment to the First Purchaser hereinafter mentioned the Registered Owner was the registered owner of the Land held from the Government under and by virtue of the Government Grant under which a Lease is granted for the residue of the term of years more particularly described in the First Schedule hereto subject to the payment of the Government rent and to the observance and performance of the

covenants terms and conditions therein reserved and contained.

- (C) The Registered Owner has constructed the Development on the Land in accordance with the Building Plans and has obtained an Occupation Permit in respect thereof.
- (D) For the purpose of sale, the Land and the Development have been notionally divided into 211,883 equal undivided shares which have been allocated in the manner set out in Part I of the Second Schedule hereto subject to the provisions for sub-allocation, alteration and amendment herein contained.
- (E) By an Assignment bearing even date herewith but executed prior to these presents made between the Registered Owner of the one part and the First Purchaser of the other part the Registered Owner assigned unto the First Purchaser All Those [] equal undivided [] parts or shares of and in the Land and the Development Together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat [] on the [] Floor of Tower [] /House [] of the Development ("the said premises") in manner therein more particularly mentioned.
- (F) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the proper management, operation, insuring, servicing, maintenance, repair, renovation and replacement of the Land and the Development and the equipment, services, facilities and apparatus therein (as the case may require) and for the purpose of defining and regulating the rights interests and obligations of the Owners in respect of the Land and the Development and to provide for a due proportion of the common expenses of the Land and the Development to be borne by the Owners.
- (G) The Director of Lands has given his approval to the terms of this Deed pursuant to the Government Grant.

NOW THIS DEED WITNESSESTH that the parties hereto have agreed and do hereby covenant with each other as follows to the extent that this Deed shall enure for the benefit of 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 said term of the Government Grant and any renewal thereof become the Owners of any part of or interest in the Land and the Development:-

SECTION I

DEFINITION

1. In this Deed wherever unless the context otherwise requires, the following expressions shall have the meanings ascribed to them by this clause :-

"Accessible Parking Space" means a space in the Carpark for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending regulations and belonging to the residents of the Development and their bona fide guests, visitors or invitees as provided in accordance with Special Condition No.(21)(b) of the Government Grant and shown as for the purpose of identification only marked 55 on the Carpark Layout Plan deposited under Special Condition No.(27) of the Government Grant to which Undivided Shares have been allocated other than on a nominal basis as set out in Part I of the Second Schedule hereto and shown for the purpose of identification only on the Basement I Plan annexed hereto.

"Authorized Person" means Mr. Fu Chin Shing of LWK & Partners (HK) Limited, which expression shall include any other authorized person as defined in Section 2(1) of the Buildings Ordinance (Cap.123) from time to time appointed by the Registered Owner in place of the said Mr. Fu Chin Shing for developing the Development.

"BMO" means the Building Management Ordinance (Cap.344) or any statutory amendment, modification to or replacement thereof from

time to time.

"Building Plans" means the general building plans and specifications drawn up by the Authorized Person and duly approved by the Building Authority under Reference No. BD 2/4008/11 and includes any approved amendments thereto.

"Carpark" means collectively all the Carpark Units and the Carpark Common Areas.

"Carpark Common Areas" means all those areas or parts of the Land and the Development which are for the common use and benefit of the Owners of the Carpark Units and their bona fide visitors and not given or reserved by this Deed or otherwise to the Registered Owner or any individual Owner (as shown for the purpose of identification only coloured Green on the Basement 1 Plan, the Basement 2 Plan, the Ground Floor Plan, the 1st Floor Plan and the 2nd Floor Plan annexed to this Deed) including but not limited to the driveway ramps, driveways, carpark driveways, exhaust air fan rooms, fresh air fan rooms, carpark vent shafts, vent shaft(s) (VENT SHAFT), hose reel(s) (H.R.), staircase, passages and areas ancillary to the parking spaces, electrical room (ELECT. RM), smoke vent duct (S.V.D.), smoke lobby (S.L.) but excluding the Development Common Areas, the Residential Towers Common Areas, the Residential Houses Common Areas and the Residential Common Areas.

"Carpark Common Services Facilities" means those facilities in on or under the Land and the Development and which serve the Carpark as a whole and do not belong to any individual Owner (as shown for the purpose of identification only coloured Green on the Plans annexed hereto) but excluding anything contained in the Development Common Services Facilities, the Residential Towers Common Services Facilities, the Residential Houses Common Services Facilities and the Residential Common Services Facilities.

- "Carpark Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Carpark Common Areas and Carpark Common Services Facilities.
- "Carpark Unit" means a Unit in the Carpark including a Motor Car Parking Space or a Motor Cycle Parking Space or an Accessible Parking Space (with Undivided Shares as allocated and set out in Part I of the Second Schedule hereto).
- "Certificate of Compliance" means the certificate or letter from the Director of Lands certifying that the General and Special Conditions of the Government Grant have been complied with to his satisfaction in relation to the whole of the Land.
- "Common Areas" means collectively the Development Common Areas, the Residential Towers Common Areas, the Residential Houses Common Areas, the Residential Common Areas and the Carpark Common Areas and including the "common parts" as defined in the BMO where appropriate.
- "Common Facilities" means collectively the Development Common Services Facilities, the Residential Towers Common Services Facilities, the Residential Houses Common Services Facilities, the Residential Common Services Facilities and the Carpark Common Services Facilities.
- "Communal Areas and Facilities" means collectively the Common Areas and the Common Facilities.
- "Consent to Assign" means the Certificate(s) or letter(s) from the Director of Lands granting consent to the Registered Owner to assign Undivided Shares together with the sole and exclusive right to hold, use,

occupy or enjoy a part or parts of the Land and the Development before the issuance of the Certificate of Compliance.

"Development" means the development on the Land and now known as "Parc Inverness (賢文禮士)", 38 Inverness Road, Kowloon Tong, Kowloon, Hong Kong and including but not limited to the Residential Towers, the Residential Houses, the Carpark, the Communal Areas and Facilities and other structures facilities and other construction on the Land as are specified and shown for the purpose of identification only on the Building Plans.

"Development Common Areas" means those areas or parts of the Land and the Development which are for the common use and benefit of the Owners of the Units and their bona fide visitors and not given and/or reserved by this Deed or otherwise to the Registered Owner or the Owner of any individual unit (as shown for the purpose of identification only coloured Indigo on the Plans annexed hereto) including but not limited to sprinkler water tank, sprinkler and fire services water pump room (Sprinkler and F.S. Water Pump RM), fireman's lift lobby (F.LIFT LOB.), lift shaft, visitor's motor car parking spaces as marked V2, V3 and V4 on the Basement 2 Plan annexed hereto, visitor's accessible parking space (which is provided in accordance with Special Condition No.(21)(b) of the Government Grant) as for the purpose of identification only marked V1 on the Basement 2 Plan annexed hereto, ramp, telecommunications and broadcasting equipments room (T.B.E.), main switch room, master meter room, covered landscape area, footpath, smoke lobby (S.L.), uni-sex accessible toilet (U.A.T.) on Ground Floor, protected corridor, exit corridor, children play area not forming part of Residents' Recreational Facilities, top of vent shaft, storage (STO.), landscape area, metal gates, columns and pillars, retaining wall, shuttle lift lobby (Shuttle Lift Lob.), high level lift lobby (High Level Lift Lob.), low level fireman's lift lobby (Low Level Fireman's Lift Lob.), residential loading and unloading bay as for the purpose of identification only marked L1, L2, L3 and L4 Residential L/UL on

the Ground Floor Plan annexed hereto, planters, planter of top retaining wall, plaza, electrical meter room (E.M.R.), electrical room (ELECT RM.), SMATV equipment room (SMATV EQUIP ROOM), vent shaft(s) (VENT SHAFT), planting areas, fence walls, staircases, flat roof(s) not forming part of any Unit, refuse storage and material recovery chamber, owners' committee office (O.C.O.), caretakers quarters, transformer room, emergency generator room, fire services control room (F.S. CONTROL ROOM), management office, hose reel (H.R.), podium fire services pump room (Podium F.S. Water Pump Rm.), fire services water tank (F. S. Water Tank), water meter cabinet, check water meter cabinet, Non-building Area (excluding those forming part of the Residential Houses), other areas or spaces containing Development Common Services Facilities and all other areas within the Development not used for the sole benefit of any Owner or group of Owners and the Green Area (prior to the possession of which shall be re-delivered or shall be deemed to have been re-delivered to the Government in accordance with Special Condition No.(3) of the Government Grant), refuse vehicle parking space, potable pump room and water meter room but excluding the Residential Towers Common Areas, the Residential Houses Common Areas, the Residential Common Areas and the Carpark Common Areas.

"Development Common Services Facilities" means those facilities in on or under the Land and the Development and which serve the Development as a whole (as shown for the purpose of identification only coloured Indigo on the Plans annexed hereto) including but not limited to sewers, gutters, drains, pipes and ducts, pumps, tanks and sanitary fittings, wires, cables, electrical installations, fittings, lightning conductors equipment and apparatus, fire protection and fire-fighting system, lift, communal television aerial, telecommunication equipment, transformer, fire services and plumbing and drainage pipe duct, gas pipe duct, telecommunications and broadcasting equipment cable riser duct, sprinkler tank, cleaning gondola, davit arm system (for

gondola) and other installations, system, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of the Land and the Development as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners but excluding anything contained in the Residential Towers Common Services Facilities, the Residential Houses Common Services Facilities, the Residential Common Services Facilities or the Carpark Common Services Facilities.

"Development Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Development Common Areas and the Development Common Services Facilities and shall exclude the Residential Towers Management Expenses, the Residential Houses Management Expenses, the Residential Management Expenses and the Carpark Management Expenses.

"Director of Lands" means the Director of Lands of the Lands Department of the Government.

"Financial Year" means as regards the first financial year, the period from the date of this Deed to 31st December [] and as regards the subsequent financial years, the period from 1st January to 31st December of any year PROVIDED ALWAYS THAT the Manager shall have the right to change the financial year subject to Clause 2 of Sub-section H of Section III hereof.

"Flat" means a self-contained residential flat comprising of (if any and if applicable) window(s), air-conditioning platform(s), curtain wall, stairhood, non-structural prefabricated external wall(s), bay window(s), balcony(ies), utility platform(s), flat roof(s), roof(s), lawn(s), garden(s), tree, shrub, planter, windows with noise mitigation measures attached and fixed glazing and other such measures whether pursuant to the TNIA Report or otherwise of and in the Land and the Development held therewith for the exclusive

possession use occupation and enjoyment of the Owner thereof, to which Undivided Shares have been allocated.

"Government" means the Government of the Hong Kong Special Administrative Region.

"Government Grant" means the Conditions of Sale No.20118 more particularly described in the First Schedule hereto under which the Land is held and shall include any subsequent extensions or modifications to or renewals thereof as may be approved by the Government.

"Green and Innovative Features" means those features which are exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands, including communal sky gardens which are shown for the purpose of identification only coloured violet cross-hatched black on the 3rd Floor Plan, balconies which are shown for the purpose of identification only coloured red hatched black on the Plans annexed hereto, utility platforms which are shown for the purpose of identification only coloured brown cross-hatched black on the Plans annexed hereto, wider corridors and lift lobbies which are shown for the purpose of identification only coloured yellow diagonally-hatched black and violet diagonally-hatched black on the Plans annexed hereto, non-structural prefabricated external walls which are shown for the purpose of identification only coloured grey hatched black on the Plans annexed hereto and acoustic fins.

"Green Area" means such portions shown for the purpose of identification only coloured Green on the plan annexed to the Government Grant as referred to in Special Condition No.(2) of the Government Grant.

"House" means a detached house comprising of (if any), inter alia, private lift lobby which is the space of the landing in front of the lift door at Basement 1, associated protected lobby which is the space of the by-pass lobby between the carpark and the private lift lobby at

Basement 1, front garden, rear garden, lift, balcony, swimming pool, pool deck, roof and top roof, stairhood, lift hall, curtain wall, planter, external wall, tree, shrub and lawn of and in the Land and the Development held therewith for the exclusive possession use occupation and enjoyment of the Owner thereof, to which Undivided Shares have been allocated thereto and set out in Part I of the Second Schedule hereto.

"Land" means all that piece or parcel of land registered in the Land Registry as New Kowloon Inland Lot No.6493.

"Maintain" means manage, repair, uphold, support, maintain, rebuild, overhaul, pave, purge, scour, cleanse, employ, amend, cultivate, keep, replace, decorate, paint, insure and provide for or such of the foregoing as may be applicable in the circumstances and in the interest of good building management and "maintenance" shall be construed accordingly.

"Maintenance Manual of Works and Installations" means the maintenance manual for the Works and Installations to be prepared by the Registered Owner pursuant to Clause 18 of Section VI of this Deed.

"Management" means all duties and obligations to be performed and observed by the Manager as provided herein.

"Management Expenses" means the total costs, charges and expenses reasonably and necessarily incurred for or in connection with the good and efficient management and maintenance of the Land and the Development including but not limited to all those costs and outgoings referred to in Sub-section D of Section III hereof.

"Management Funds" means all monies deposits and all interest thereon including the Special Fund received on behalf of the Owners and collected or held by the Manager in the exercise of its powers and duties

hereunder to the intent that such funds shall be held and applied for the management of the Land and the Development for the welfare of all the Owners.

"Management Shares" means all those shares allocated to a Unit for the calculation of each Owner's share of the contributions towards the Management Expenses as set out in Part II of the Second Schedule hereto and "Management Shares" in relation to any Unit means that number of Management Shares allocated to such Unit as set out in Part II of the Second Schedule hereto.

"Manager's Remuneration" means the remuneration of the Manager mentioned in Clause 1 of Sub-section C of Section III hereof.

"Monthly Payment" means the payment which the Owner(s) (including the Registered Owner) of any Unit shall pay and contribute to the Manager monthly as his due proportion of the estimated Management Expenses and the Manager's Remuneration as shown in the budget for that Financial Year by reference to the Management Shares commencing from the date of this Deed.

"Motor Car Parking Space" means a space in the Carpark for parking motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Development and their bona fide guests, visitors or invitees as provided in accordance with Special Condition No.(21)(a) of the Government Grant and shown for the purpose of identification only on the Carpark Layout Plan deposited under Special Condition No.(27) of the Government Grant to which Undivided Shares have been allocated as set out in Part I of the Second Schedule hereto and shown for the purpose of identification only on the Basement 1 Plan and the Basement 2 Plan annexed hereto.

"Motor Cycle" means a space in the Carpark for parking motor cycles licensed

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| Parking Space" | under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Development and their bona fide guests, visitors or invitees as provided in accordance with Special Condition No.(21)(c) of the Government Grant and shown for the purpose of identification only on the Carpark Layout Plan deposited under Special Condition No.(27) of the Government Grant to which Undivided Shares have been allocated as set out in Part I of the Second Schedule hereto and shown for the purpose of identification only on the Basement 1 Plan and the Basement 2 Plan annexed hereto. |
| "Non-building Area" | means such area shown coloured pink hatched black on the plan annexed to the Government Grant as referred to in Special Condition No.(12) of the Government Grant. |
| "Occupation Permit" | means the occupation permit issued by the Building Authority in respect of the Development. |
| "Owner" | means (a) a person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share; and (b) a registered mortgagee in possession of an Undivided Share. |
| "Owners' Committee" | means a committee of the Owners established as provided in Section IV of this Deed. |
| "Owners' Corporation" | means an incorporation of the Owners formed pursuant to the BMO. |
| "Plans" | means the plans annexed to this Deed. |
| "Residential Common Areas" | means those areas or parts of the Land and the Development which are for the common use and benefit of the Owners of the Residential Portion and their bona fide visitors and is not given or |

reserved by this Deed or otherwise to the Registered Owner or any individual Owner (as shown for the purpose of identification only coloured Violet on the Plans annexed hereto) including but not limited to the filtration plant room, Residents' Recreational Facilities, wider corridors and lift lobbies, uni-sex accessible toilet (U.A.T.) on Basement 1, entrance lobby, store, lift lobby (Lift Lob.), smoke lobby (S.L.), staircase, air condition room (A.C. Room), electrical room (ELECT RM.), air condition plant room (A.C. Plant Room), air handling unit (A.H.U. Room), upper part of lobby, communal sky garden, lift machine room, pipe duct (P.D.), lift lobby(s), mass concrete fill and staircases but excluding the Development Common Areas, the Residential Towers Common Areas, the Residential Houses Common Areas and the Carpark Common Areas.

"Residential Common Services Facilities" means those facilities in or on or under the Land and the Development and which serve the Residential Portion as a whole which do not belong to any individual Owner (as shown for the purpose of identification only coloured Violet on the Plans annexed hereto) including but not limited to the lift(s) and lift shaft(s) serving the Residential Portion, lift pit(s), check water meter cabinet(s), fire services water pump(s), pipe duct(s) (P.D.), installed for the use and benefit of the Owners of the Residential Portion but excluding the Development Common Services Facilities, the Residential Towers Common Services Facilities, the Residential Houses Common Services Facilities and the Carpark Common Services Facilities.

"Residential Houses" means the five Houses erected on the Land in accordance with the Building Plans and designated and for identification purpose only are marked "House A", "House B", "House C", "House D" and "House E" on the Ground Floor Plan annexed hereto.

"Residential Houses" means those areas or parts of the Land and the Development which are for the common use and benefit of the Owners of the

Common Areas" Residential Houses and their bona fide visitors and is not given or reserved by this Deed or otherwise to the Registered Owner or any individual Owner (as shown for the purpose of identification only coloured Orange on the Plans annexed hereto) including but not limited to fire services water pump room (F.S. Water Pump Room), water meter cabinet(s) but excluding the Development Common Areas, the Residential Towers Common Areas, the Residential Common Areas and the Carpark Common Areas.

"Residential Houses Common Services Facilities" means those facilities in or on or under the Land and the Development and which serve the Residential Houses as a whole which do not belong to any individual Owner (as shown for the purpose of identification only coloured Orange on the Plans annexed hereto) including but not limited to check water meter cabinet(s), drains, switches, meters, pipes, pumps, wires, cables, lights, installations, water tanks, refuse disposal equipment, other services facilities whether ducted or otherwise installed for the use and benefit of the Owners of the Residential Houses but excluding anything contained within the Development Common Services Facilities, the Residential Towers Common Services Facilities, the Residential Common Services Facilities and the Carpark Common Services Facilities.

"Residential Houses Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential Houses Common Areas and Residential Houses Common Services Facilities.

"Residential Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential Common Areas and Residential Common Services Facilities.

"Residential Portion" means those areas or parts of the Land and the Development intended for residential purpose in accordance with the Building

Plans comprising of the Residential Houses and Residential Towers.

"Residential Towers" means four multi-storey residential blocks erected on the Land in accordance with the Building Plans and designated and for the purpose of identification only are marked "Tower 1", "Tower 2", "Tower 3" and "Tower 5" on the Plans annexed hereto.

"Residential Towers Common Areas" means those areas or parts of the Land and the Development which are for the common use and benefit of the Owners of the Residential Towers and their bona fide visitors and is not given or reserved by this Deed or otherwise to the Registered Owner or any individual Owner (as shown for the purpose of identification only coloured Yellow on the Plans annexed hereto) including but not limited to main switch room for the Residential Tower(s), staircase, lift lobby(s) (LIFT LOB.), smoke lobby (S.L.), lift shaft(s), telephone duct (T.D.), entrance lobby, flat roof(s) (save those forming part of any of the Flats), roof(s) (save those forming part of any of the Flats), electrical duct(s) (E.D.), hose reel(s) (H.R.), lobby air duct(s) (LOBBY AIR DUCT), electrical meter room(s) (E.M.R.), electrical meter cabinet (E.M.C.), refuse storage and material recovery room (RS & MR RM), refuse storage and material recovery room air duct(s) (RS & MRR Air Duct), fan room for refuse storage and material recovery room(s) and lobby ventilation(s), aluminum grille including top of aluminum grille (Top of Alum. Grille), planter, lift machine room, vent shaft(s) (VENT SHAFT), wider corridors and lift lobbies, acoustic fins and finishing on outer surface of the non-structural prefabricated external walls of the Residential Towers but excluding the Development Common Areas, the Residential Houses Common Areas, the Residential Common Areas and the Carpark Common Areas.

"Residential Towers" means those facilities in or on or under the Land and the Development and which serve the Residential Towers as a whole

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| Common Services Facilities" | which do not belong to any individual Owner (as shown for the purpose of identification only coloured Yellow on the Plans annexed hereto) including but not limited to fire services water tank(s) (F.S. Water Tank), low voltage switch rooms (L.V. Switch Room), pipe duct(s) (P.D.), water meter cabinet(s) (W.M.C.), check water meter cabinet(s), potable and flushing pump room(s) (Potable & Flushing Pump Room), fire services water pump room(s) (F.S. Water Pump Room), drains, switches, meters, pipes, pumps, wires, cables, lights, lifts, installations, water tanks, refuse disposal equipment, other services facilities whether ducted or otherwise installed for the use and benefit of the Owners of the Residential Towers but excluding anything contained within the Development Common Services Facilities, the Residential Houses Common Services Facilities, the Residential Common Services Facilities and the Carpark Common Services Facilities. |
| "Residential Towers Management Expenses" | means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential Towers Common Areas and the Residential Towers Common Services Facilities. |
| "Residents' Recreational Facilities" | means the recreational facilities and facilities ancillary thereto including but not limited to children play area, reading room (READING RM), gymnasium (GYM), game room, function room, indoor swimming pool, children pool, pool deck, male changing room (M. CHANGING ROOM), female changing room (F. CHANGING ROOM), sauna 1, sauna 2, jacuzzi, exercise room, female toilet, male toilet, karaoke room, billiard room, uni-sex accessible toilet (U.A.T) and store in accordance with the Building Plans and pursuant to Special Condition No.(13) of the Government Grant for the common use and benefit of all the residents of the Residential Portion and their bona fide visitors. |
| "Rules" | means collectively the General Rules as set out in the Fifth Schedule hereto and the Development Rules, the Residential |

Towers Rules, the Residential Houses Rules, the Residential Rules and the Carpark Rules as mentioned in Clause 2 of Sub-section B of Section III hereof, and as revised by the Manager in accordance with Clause 2 of Sub-section B of Section III hereof.

"Special Fund" means the fund(s) in different categories established pursuant to Clause 1(y) of Sub-section B and Clause 2 of Sub-section C both of Section III hereof to meet expenditure of a capital and/or non-recurring nature in respect of the Land and the Development.

"TNIA Report" means the Consolidated Traffic Noise Impact Assessment Report dated November 2015 prepared by Ramboll Environ Hong Kong Limited.

"Undivided Shares" means all those equal undivided shares into which the Land and the Development has been notionally divided and which have been allocated to the Unit(s) in the manner as set out in Part I of the Second Schedule hereto and "Undivided Share" shall be construed accordingly.

"Unit" has the same meaning as "flat" as defined in the BMO and for the avoidance of doubt, shall include Flat, House and Carpark Unit the exclusive possession use occupation and enjoyment of which has been or is intended to be assigned to an Owner.

"Works and Installations" means all the major works and installations in the Land and the Development, which require regular maintenance on a recurrent basis, including but not limited to the items listed out in the Sixth Schedule hereto which said Schedule may be revised by the Owners by a resolution of Owners at an Owners' meeting convened under this Deed from time to time, as they think fit.

2. References to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine or neuter gender and words importing persons shall include companies or

corporations.

3. Headings are inserted for reference purpose only and shall not be deemed to be part of or affect the interpretation of any provisions herein.

SECTION II

THE RIGHTS AND OBLIGATIONS OF THE OWNERS AND RESERVATIONS OF RIGHTS

1. The Registered Owner shall at all times hereafter during the residue of the term of years granted by the Government Grant Subject to and with the benefit of the Government Grant and subject to and with the benefit of this Deed have the full right benefit and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser the entire Development and the Land including but not limited to all the Units of and in the Land and the Development (save and except the said premises and the Communal Areas and Facilities) Together with the appurtenances thereto and the entire rents and profits thereof (if any).
2. The First Purchaser shall at all times hereafter during the residue of the term of years granted by the Government Grant Subject to and with the benefit of the Government Grant And subject to and with the benefit of this Deed have the full right benefit and privilege to hold use occupy and enjoy to the exclusion of the Registered Owner the said premises Together with the appurtenances thereto and the entire rents and profits thereof.
3.
 - (a) The Development Common Areas shall be deemed to be common areas for the benefit of all the Owners which areas may be used by each Owner and his occupiers in common with all other Owners of the Units of the Development and their occupiers.
 - (b) The Residential Towers Common Areas shall be deemed to be common areas for the benefit of the Owners of the Flats of the Development which areas may be used by each such Owner and

his occupiers in common with all other Owners of the Flats of the Development and their occupiers.

- (c) The Residential Houses Common Areas shall be deemed to be common areas for the benefit of the Owners of the Houses of the Development which areas may be used by each such Owner and his occupiers in common with all other Owners of the Houses of the Development and their occupiers.
- (d) The Residential Common Areas shall be deemed to be common areas for the benefit of the Owners of the Residential Portion which areas may be used by each such Owner and his occupier in common with all other Owners of the Residential Portion of the Development and their occupiers.
- (e) The Carpark Common Areas shall be deemed to be common areas for the benefit of the Owners of the Carpark Units which areas may be used by each such Owner and his occupier in common with all other Owners of the Carpark Units of the Development and their occupiers and the user(s) of the visitor's motor car parking spaces and the visitor's accessible parking space.

4. Each Undivided Share of and in the Land and the Development and the full and exclusive right benefit and privilege to hold use occupy and enjoy any Unit shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements, rights, rights of way, privileges, restrictions and obligations herein contained.

5. The Owners, the Registered Owner or the Manager so long as they remain as owners or manager at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions respectively contained herein, in the Government Grant and in the Third and Fourth Schedules hereto and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the Undivided Shares held therewith. The Conveyancing and Property Ordinance (Cap.219) and any statutory

amendments, modifications or re-enactments thereof for the time being in force shall apply to these presents.

6. (a) Subject to the Government Grant, every Owner shall have the full right and liberty without reference to the other Owners or any persons otherwise interested in any other Undivided Shares in any way whatsoever and without the necessity of making such Owner or other persons a party to the transaction to sell, assign, mortgage, charge, lease, licence or otherwise dispose of or deal with his Undivided Shares or interest in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Land and the Development which may be held therewith subject to and with the benefit of this Deed.
 - (b) The right to the exclusive possession use occupation and enjoyment of any part of the Land and the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Shares with which the same is held PROVIDED ALWAYS THAT the provision of this sub-clause shall not extend to lease or tenancy the term of which (including any renewals thereof) does not exceed 10 years.
7. Notwithstanding anything herein to the contrary, there is excepted and reserved unto the Registered Owner so long as he is the owner of an Undivided Share of and in the Land and the Development the following rights and privileges provided that such rights and privileges shall not interfere with or adversely affect the other Owners' right to hold use occupy and enjoy their respective Units or impede or restrict the access to and from any part of the Land and the Development:-
 - (a) the exclusive and unrestricted right and privilege, without necessarily making every Owner a party thereto to enter into a Sub-Deed of Mutual Covenant or Sub-Deeds of Mutual Covenant in respect of the part of the Land and the Development registered

in the name of the Registered Owner for the purpose of defining and regulating the rights, interests and obligations of the Registered Owner and all subsequent owners in respect of such part of the Land and the Development PROVIDED ALWAYS THAT such Sub-Deed of Mutual Covenant or Sub-Deeds of Mutual Covenant shall not conflict with the provisions of this Deed and PROVIDED ALWAYS THAT the rights and interests of the other Owners under the provisions of this Deed shall not be adversely affected and PROVIDED FURTHER THAT such Sub-Deed of Mutual Covenant or Sub-Deeds of Mutual Covenant shall require the prior written approval of the Director of Lands unless the requirement for approval is waived by the Director of Lands upon submission by the Registered Owner of such Sub-Deed of Mutual Covenant or Sub-Deeds of Mutual Covenant which only involve(s) internal sub-division of an existing Unit and do(es) not alter the Common Areas or the Common Facilities or liability for management or other charges under this Deed;

- (b) Notwithstanding anything herein contained but subject to the prior written approval of the Owners by a resolution of Owners at an Owners' meeting convened under this Deed the Registered Owner hereby reserves the right at any time hereafter to apply to the Government to make variations to or modifications of the provisions of the Government Grant in respect of Units remaining in the ownership of the Registered Owner and (at the Registered Owner's own expense) to agree to any terms and conditions for such variations or modifications without reference to the First Purchaser or any other Owners and without the necessity of making the First Purchaser or any other Owners a party or parties to the said application and any documentation relating to the said variations or modifications to the intent that the Registered Owner alone shall have the full right and power to complete and execute any such documentation PROVIDED THAT any premium as may be required for the said variations or modifications shall be borne by the Registered Owner absolutely;

- (c) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), the right to change, amend, vary, add to or alter the Building Plans and landscape proposals (if any) existing at the date hereof without the concurrence or approval of any Owner or any of the parties hereto PROVIDED THAT nothing herein shall absolve the Registered Owner from the requirements of obtaining the prior written approval of the relevant Government authorities. No such change or addition shall give to the Owners any right of action against the Registered Owner;
- (d) Subject to the prior written approval of the Owners by a resolution of Owners at an Owners' meeting convened under this Deed, the right to surrender, dedicate or assign any part of the Development vested in the Registered Owner to the public or the Government without the necessity of joining in other Owners ;
- (e) Subject to the prior written approval of the Owners by a resolution of Owners at an Owners' meeting convened under this Deed, the exclusive right to install in or affix to the Common Areas such flues, pipes, chimneys, or any other structures or facilities as the Registered Owner shall think fit, together with the right to repair, maintain, service, remove or replace the same PROVIDED THAT such installation shall not unreasonably affect the enjoyment of the Development by the Owners and the occupiers and any consideration received for the aforesaid approval shall be credited to the relevant Special Fund for the benefit of all Owners;
- (f) Subject to the prior written approval of the Owners by a resolution of Owners at an Owners' meeting convened under this Deed, the right to adjust or re-align the boundary of the Land and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender, extension or regrant and PROVIDED THAT in so far as such adjustment or re-alignment affects the Common Areas and the Common Facilities any benefit

obtained by the Registered Owner as a result of such adjustment or re-alignment shall be held upon trust for all the Owners and, if such benefit is in monetary terms, shall be credited towards the relevant Special Fund;

- (g) Subject to the prior written approval of the Owners by a resolution of Owners at an Owners' meeting convened under this Deed and subject to the prior approval by the Director of Lands, the right without interference by the other Owners to designate or re-designate the floors numbering subject to all the requirements from the Government including but not limited to the Practice Note No.ADV-3 issued by the Building Authority (as amended from time to time);
- (h) The right to assign, mortgage, charge, lease, licence, franchise, part with possession of or otherwise deal with the Undivided shares retained by the Registered Owner or the full and exclusive right and privilege to hold use occupy and enjoy the areas or parts of the Land or the Development the exclusive right to hold use occupy and enjoy of which has not been assigned and to permit such areas or parts to be used for such purposes as shall be approved by the relevant Government authorities and subject to this Deed;
- (i) Subject to the prior written approval of the Owners by a resolution of Owners at an Owners' meeting convened under this Deed and subject to the prior approval by the Director of Lands, the right to re-allocate or sub-allocate the Undivided Shares or the Management Shares allocated to those Units registered in the name of the Registered Owner PROVIDED THAT the total number of the Undivided Shares or the Management Shares of the Land and the Development and the Management Shares allocated to the other Units belonging to other Owners shall remain unchanged;
- (j) Subject to the prior written approval of the Owners by a resolution of Owners at an Owners' meeting convened under this Deed, the

right to negotiate and agree with the Government to incorporate any land as extension to the Land PROVIDED THAT (i) all premiums and fees payable for the same shall be borne by the Registered Owner, (ii) no Owner except the Registered Owner shall have any claim for any benefit or compensation arising therefrom and (iii) as from the date of such incorporation the relevant extension shall form part of the Land and shall be subject to this Deed and any relevant Sub-deed of Mutual Covenant;

- (k) The full and unrestricted right without interference by the other Owners to alter the use of any part of the Development owned by the Registered Owner to other uses subject to the Government Grant and all requirements from the Government and this Deed;
- (l) Subject to the prior written approval of the Owners by a resolution of the Owners at an Owners' meeting convened under this Deed and without prejudice to the generality of the sub-clauses above, the right, with or without joining any Owner to enter into any deed or deeds of grant of easement in respect of the Common Areas at any time or times and on such terms and subject to such conditions and with such party or parties as the Registered Owner may deem appropriate, and to enter into and deed or deeds, at any time or times, to vary, amend or otherwise alter the terms, conditions or covenants of or contained in such deed or deeds; and
- (m) Unless otherwise stated, any consideration received or receivable in the exercise by the Registered Owner of any of the rights and privileges reserved unto it under this Clause shall if the Registered Owner deems fit be for the own use and benefit of the Registered Owner and unless otherwise stated any such rights and privileges may be exercised and enjoyed without the consent of any other Owner or the necessity of joining any other Owner as parties to any document. In addition, the Registered Owner shall have the right from time to time to confer grant or assign any of its rights in this Clause on or to any other person or permit the exercise of any

such rights by any other person.

In so far as may be necessary, the Owners hereby jointly and severally and irrevocably appoint the Registered Owner to be his or their true and lawful attorney to do all acts, deeds, matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents and instruments as may be necessary for or incidental to the exercise of the Registered Owner's rights referred to in Clause 7 above, and the Owners hereby jointly and severally undertake to do all acts, deeds matters and things and to execute and sign seal such deeds and to sign such document or instrument as may be necessary to give effect to the above-mentioned grant.

8. The Registered Owner shall upon the execution of this Deed assign to the Manager the Undivided Shares allocated to the Communal Areas and Facilities together with the Communal Areas and Facilities, without costs or consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares together with the Communal Areas and Facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall be wound up then the liquidator shall assign such Undivided Shares together with the Communal Areas and Facilities to the new manager or to the Owners' Corporation (when formed) to hold as such trustee as aforesaid. The Manager shall assign such Undivided Shares together with the Communal Areas and Facilities free of costs or consideration to its successor as manager on termination of its appointment, or to the Owners' Corporation (when formed) at any time, if so required by it.
9. The Residents' Recreational Facilities are for the exclusive use of the residents of the Residential Portion and their bona fide visitors subject to such rules as shall be set by the Manager in consultation with the Owners' Committee and subject to the payment of such usage fee as shall be similarly set by the Manager with the prior approval of the Owners' Committee and such usage fee received shall be credited to the Management Funds relevant to the Residential Portion.

SECTION III

MANAGEMENT

A. APPOINTMENT AND REMOVAL OF MANAGER

1. The management of the Land and the Development shall be undertaken by the Manager.
2. Subject to the provisions of the BMO, Together Management Company Limited is hereby appointed the Manager for the management of the Development for the initial term of TWO YEARS from the date of this Deed and thereafter until terminated by the Manager giving to the Owners' Committee, if in existence, otherwise to each of the Owners, not less than three (3) months' notice in writing to terminate the same and by displaying such notice in a prominent place in the Development, or until terminated by the Owners' Committee (prior to the formation of the Owners' Corporation), acting upon a resolution passed by the Owners of not less than 50% in aggregate of all Undivided Shares (excluding the Undivided Shares allocated to the Communal Areas and Facilities) voting either personally or by proxy at a meeting in accordance with Section IV of this Deed, by giving to the Manager not less than three (3) months' notice in writing to terminate the same without compensation PROVIDED THAT no provision herein shall limit the application of Schedule 7 to the BMO by restricting or prohibiting termination of the Manager's appointment or his resignation during the initial period.
3. (a) Upon the termination of service of the Manager under Clause 2 above, an independent auditor (to be chosen by the Owners' Committee) shall be appointed to audit the management accounts prepared by the outgoing Manager who shall forthwith hand over to the Owners' Committee all documents, records, plans and accounts relating to the Land and the Development; and

(b) The Owners' Committee shall further convene a meeting of the Owners in accordance with Section IV of this Deed to elect on such terms and for such duration as the Owners see fit any person firm or corporation as the new manager. The Owners' Committee shall have power, notwithstanding any rule of law or equity relating to the delegation of authority and notwithstanding that the Owners' Committee only hold office for one year at a time, to enter into an agreement with the new manager and henceforth such new manager shall become vested with all the powers and duties of the Manager. Any appointment made pursuant hereto shall be binding on the Owners PROVIDED THAT if the Owners shall fail to elect a new manager at the Meeting convened for the purpose, the Owners' Committee shall as soon as possible appoint a new manager to undertake the management of the Land and the Development.

4. Each Owner hereby appoints the Manager, subject to the provisions of the BMO, to act as the agent for and on behalf of each of them in respect of any matter concerning the Land and the Development as authorized under and in accordance with the provisions of this Deed.
5. The Manager shall be responsible for and accountable to the Owners acting collectively or through the Owners' Committee and the Owners' Corporation (when formed).
6. The Manager shall be bound by and shall observe and perform all the conditions, duties and obligations herein provided and shall have all the relevant rights and obligations herein provided and all the relevant rights and privileges herein granted.

B. POWER, DUTIES AND FUNCTIONS OF THE MANAGER

1. The Manager shall manage the Land and the Development in a proper manner and in accordance with the provisions of this Deed and the Government Grant and, subject to the provisions of the BMO and except as

otherwise herein expressly provided, the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management and maintenance of the Land and the Development. Without in any way limiting the generality of the provisions of the foregoing, the Manager shall have the following powers and duties, namely :-

- (a) To inspect and examine at reasonable periodic intervals the Land and the Development including the Communal Areas and Facilities and at reasonable times with reasonable prior notice given to the relevant Owner (except in an emergency) be allowed to enter the Units for the purpose of carrying out necessary repairs to the Land, the Development or to abate any hazard or nuisance which does or may affect the Communal Areas and Facilities or other Owners PROVIDED THAT the Manager shall repair (at its own costs and expenses) any damage so caused and for its liability for the negligent wilful or criminal acts of itself, its employees, agents or contractors;
- (b) (unless otherwise directed by the Owners' Corporation) To insure and keep insured the Communal Areas and Facilities in the full new reinstatement value in respect of loss or damage caused by fire and such other risks or perils as deemed necessary by the Manager and to effect insurance cover for public and occupier's liability, employer's liability and employees' compensation liability (in respect of employees employed within or exclusively in connection with the management of the Land and the Development) in such amounts as the Manager may think fit such insurance to be in the name of the Manager for and on behalf of itself as Manager and the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force;
- (c) To ensure that the Communal Areas and Facilities are maintained in a good, clean and safe condition at all times;

- (d) To ensure that all the Owners or occupiers maintain the Units respectively owned or occupied by them in a reasonably satisfactory manner and if there be any default on the part of any such Owners or occupiers to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupier;
- (e) To prevent any refuse, decaying, noisome or noxious matters from being deposited in or on the Land and the Development or any part thereof and to remove all refuse from the Units and all parts of the Land and the Development (save and except trade refuse or refuse of a large quantity) and to arrange for its disposal at such regular intervals and to maintain either on or off the Land and the Development refuse collection facilities to the satisfaction of the Government and to charge the person in breach of this provision the cost of removing the refuse;
- (f) To keep in good order and repair the lighting and ventilation of the Communal Areas and Facilities of the Land and the Development and all fire alarms and other fire fighting installations and equipment in the Land and the Development;
- (g) To paint or white-wash, tile or otherwise treat as may be appropriate the Common Areas at such intervals as the same may in the opinion of the Manager be reasonably required to be done and/or may be required by the Government;
- (h) To maintain service of and clean the Communal Areas and Facilities and to enter into contracts with any firm or corporation to effect the same;
- (i) To replace any glass in any windows or doors of the Communal Areas and Facilities that may be broken;
- (j) To use its best endeavours to prevent obstruction of the Communal

Areas and Facilities and to remove any article or thing causing the obstruction and to demand and recover from the person by whom such article or thing was placed the cost of such removal and the making good of any damages thereby caused;

- (k) To use its best endeavours to remove any structure, installation, signboard, sunshade, air-conditioner, bracket, fitting or other things in or on the Land and the Development (including in or on any canopy, balcony(ies), utility platform(s), flat roof(s) and roof(s)) which are illegal or which have been erected in contravention of this Deed and the Government Grant or the Rules or the Buildings Ordinance and/or without the written permission of the Manager and to demand and to recover from the Owner by whom such structure or other thing was erected or installed the costs and expenses of such removal and the making good of any damages thereby caused. The Manager shall have the right on reasonable notice to the relevant Owner (except in an emergency) to enter into any Unit for the purpose of performing any duties under this sub-clause PROVIDED THAT the Manager shall repair (at its own costs and expenses) any damage so caused and shall be liable for the negligent wilful or criminal acts of itself, its employees, agents or contractors;
- (l) To keep and maintain all the common sewers, drains, watercourses and pipes free and clear from obstructions;
- (m) To keep all plant, machinery and equipment including but without limiting the generality of the foregoing all lighting and fire fighting equipment, sprinkler systems (if any), water systems, the lift and lift shaft in good and working order and comply with all requirements of the relevant government departments and in the case of the lift, in accordance with any laws and regulations applicable thereto and at the Manager's discretion to enter into contracts with third parties for the maintenance thereof;

- (n) To do all things which the Manager shall in its absolute discretion deem necessary or desirable for the purpose of maintaining all Communal Areas and Facilities for the better enjoyment by the Owners and occupiers of the Land and the Development and their licensees;
- (o) To engage solicitors on behalf of the Owners to commence, conduct, carry on and defend legal or other proceedings touching or concerning the Land and the Development or its management (but not proceedings relating to the rights or obligations of any individual Owner) and in particular, in all proceedings in which the Government shall be a party and to appoint a solicitor who shall undertake to accept service of proceedings on behalf of the Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (p) To use its best endeavours to prevent any person from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed the Communal Areas and Facilities;
- (q) To use its best endeavours to prevent and to take all actions necessary to remedy any breach by any Owner, occupier or other person of the provisions of the Government Grant or of this Deed;
- (r) To take all steps necessary or expedient for complying with the covenants terms and conditions contained in the Government Grant and any statutory or governmental requirements concerning or relating to the Land and the Development for which no Owner or occupier of the Land and the Development is directly responsible;
- (s) To use its best endeavours to prevent any person detrimentally altering or injuring any part of the Land and the Development, or any of the equipment, apparatus and services or facilities thereof;

- (t) To demand collect and receive all amounts payable by the Owners under the provisions of this Deed;
- (u) To pay and discharge out of all monies so collected all outgoings relating to the management of the Land and the Development or incurred by the Manager hereunder;
- (v) To keep proper accounts of all expenditure incurred by and of all payments made to the Manager in respect of the carrying out of its duties hereunder and to permit each Owner by application in writing to inspect such accounts during office hours and to take copies thereof on payment of reasonable copying charges;
- (w) To prepare in consultation with the Owners' Committee an annual budget (except the first annual budget before the establishment of the Owners' Committee) and in accordance with the procedure set out in paragraph 1 of Schedule 7 to the BMO all estimated management expenses of the Land and the Development for each Financial Year and where necessary, revised annual budget as hereinafter provided;
- (x) To convene meetings of the Owners 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;
- (y) To establish and maintain the Special Fund in the following categories :-
 - (i) Development Special Fund, unto which every Owner shall initially contribute a sum to be determined in accordance with the provisions herein payable in respect of his Unit in accordance with the number of Management Shares allocated to the Unit owned by such

Owner for the purpose of improving and meeting such kind of expenditure mentioned in Clause 2 of Sub-section C of Section III hereof in respect of the Development Common Areas and the Development Common Services Facilities;

- (ii) Residential Towers Special Fund unto which every Owner of the Residential Towers shall initially contribute a sum to be determined in accordance with the provisions herein payable in respect of the Flat owned by such Owner in accordance with the number of Management Shares allocated to the Flat owned by such Owner for the purpose of improving and meeting such kind of expenditure mentioned in Clause 2 of Sub-section C of Section III hereof in respect of the Residential Towers Common Areas and the Residential Towers Common Services Facilities;
- (iii) Residential Houses Special Fund unto which every Owner of the Residential Houses shall initially contribute a sum to be determined in accordance with the provisions herein payable in respect of the House owned by such Owner in accordance with the number of Management Shares allocated to the House owned by such Owner for the purpose of improving and meeting such kind of expenditure mentioned in Clause 2 of Sub-section C of Section III hereof in respect of the Residential Houses Common Areas and the Residential Houses Common Services Facilities;
- (iv) Residential Special Fund unto which every Owner of the Residential Portion shall initially contribute a sum to be determined in accordance with the provisions herein payable in respect of the Flat or the House owned by such Owner in accordance with the number of Management

Shares allocated to the Flat or the House owned by such Owner for the purpose of improving and meeting such kind of expenditure mentioned in Clause 2 of Sub-section C of Section III hereof in respect of the Residential Common Areas and the Residential Common Services Facilities;

- (v) Carpark Special Fund unto which every Owner of the Carpark Unit shall initially contribute a sum to be determined in accordance with the provisions herein payable in respect of the Carpark Unit owned by such Owner in accordance with the number of Management Shares allocated to the Carpark Unit owned by such Owner for the purpose of improving and meeting such kind of expenditure mentioned in Clause 2 of Sub-section C of Section III hereof in respect of the Carpark Common Areas and the Carpark Common Services Facilities;

The special funds referred to in items (i), (ii), (iii), (iv) and (v) of this sub-clause shall be maintained in an interest bearing account with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) in the name of the Manager acting as a trustee for the Owners (prior to the formation of the Owners' Corporation) and in the name of the Owners' Corporation (if formed) the title of which shall refer to the Special Fund to meet the kind of expenditure mentioned in Clause 2 of Sub-section C of Section III hereof and to display a document showing evidence of such account opened and maintained in a prominent place in the Development and to make special reference to such funds in the annual accounts and to give an estimate as to the time of any likely need to draw on the funds;

- (z) Subject to the provisions in Schedule 7 to the BMO, to call for tenders of all contracts relating to the management of the Land and the Development (including procurement of supplies, goods, or

services by the Manager or the Owners' Committee) involving sums in excess of HK\$200,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Government Gazette) or an average annual expenditure of more than 20% of the annual budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Government Gazette), whichever is the lesser, in accordance with the standards and guidelines as may be specified in a Code of Practice referred to in Section 20A of the BMO with any appropriate variations;

- (aa) To represent the Owners in all matters and dealings with the Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management and maintenance of the Land and the Development before an Owners' Corporation is registered under the BMO;
- (bb) To enter into contracts with and to engage, employ, remunerate and dismiss solicitors, auditors, architects, engineers and other professional advisers and consultants in connection with the proper management of the Land and the Development the cost of which shall be a direct charge on the Management Funds excluding the Special Fund;
- (cc) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of such Owner of the covenants terms and conditions of this Deed and the Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or the recovering of damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned;
- (dd) To demand collect and recover from any defaulting Owner or

tenant or occupier of the Development any amount due and unpaid together with interest and collection fee under the provisions of this Deed;

- (ee) To discontinue providing management services to an Owner or occupier who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the covenants terms and conditions herein contained upon giving 7 days' notice to such Owner or occupier;
- (ff) To demand collect and receive from the Owner of each Unit his due proportion of the Government rent payable in respect of the Land unless separate assessments and demands in respect thereof shall have been made for any individual Unit;
- (gg) To provide watchmen and caretakers and to provide and maintain an adequate security system for the Land and the Development and whenever necessary maintain the whole or any part thereof;
- (hh) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole;
- (ii) To recruit and employ such workmen, agents, contractors, caretakers, sub-managers (including professional property management corporations) and other management staff as may from time to time be required to carry out various aspects of the management works in respect of certain area(s) of the Land and the Development hereunder on such terms as the Manager shall decide and to provide uniforms, work clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor PROVIDED THAT the Manager shall not transfer or assign his duties or obligations under this Deed to any such person who must remain responsible to the Manager and the Manager shall at all times be responsible for the management and control of the whole Land and Development (including any part thereof) and nothing

herein contained shall take away or reduce such responsibility;

- (jj) To enter, with or without workmen and/or appliances, upon reasonable notice (except in case of emergency) into any Unit for the purpose of effecting necessary repairs to the Land and the Development or to abate any hazard or nuisance which does or may affect the Communal Areas and Facilities or other Owners PROVIDED THAT all works required to effect such repairs shall be carried out with due despatch causing as little disturbance as possible to the Owners or occupiers of such Unit and the Manager, its employees, agents or contractors shall remedy (at his own costs and expenses) all damages and the Manager shall be liable for the negligent wilful or criminal acts of the Manager, its employees, agents or contractors;
- (kk) To construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Land for the use and benefit of the Development as a whole in such manner as the Manager shall in its absolute discretion deem appropriate;
- (ll) To impose the payment of such reasonable administrative fee for the grant of any consent or permission or approval to any Owner under the provisions contained in this Deed PROVIDED THAT such consent should not be unreasonably withheld and any sum so received shall form part of the Special Fund;
- (mm) To maintain the Residents' Recreational Facilities in good and substantial repair and condition and to control and operate the Residents' Recreational Facilities in accordance with the terms of this Deed and to operate the Residents' Recreational Facilities to the satisfaction of the Director of Lands;
- (nn) To remove any hawker found doing business within the Land and the Development and to display prominently near all entrances to

the Development notices to the effect that hawking is prohibited within the Land and the Development;

(oo) To do all such other things as in the opinion of the Manager are reasonably incidental to or necessary for the management and maintenance of the Land and the Development;

(pp) (i) To maintain the Works and Installations regularly on a recurrent basis;

(ii) To control, operate and maintain :-

(1) finishing on outer surface of the non-structural prefabricated external walls and the curtain wall of the Flats; and

(2) the non-structural prefabricated external walls of the Residential Common Areas and the Residential Towers Common Areas which form part of the Green and Innovative Features;

(iii) To clean item (2) of paragraph (ii) above in whatever manner the Manager deems appropriate.

(qq) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities in the Land and the Development and contracts for the provision of broadcast distribution network or telecommunications network services in the Land and the Development PROVIDED THAT :-

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

(ii) 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

- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;

- (rr) To demand those Owners who have failed to use the non-structural pre-fabricated walls, the balcony and /or the utility platform (which form part of the Green and Innovative Features) and/or the curtain wall of the Flats / Houses in accordance with the covenants of this Deed to rectify the breach forthwith and if necessary to reinstate the non-structural pre-fabricated walls, the balcony and/or the utility platform (which form part of the Green and Innovative Features) and/or the curtain wall of the Flats / Houses to their original state specified in the Building Plans and if the defaulting Owners shall fail to comply with the demand as aforesaid, the Manager shall have the right to take such steps as necessary to secure compliance with the aforesaid covenant. The defaulting Owners shall pay to the Manager all the cost incurred by the Manager for or in relation to the action taken for the aforesaid purpose;

- (ss) To maintain and carry out at the Owners' own expense all works in respect of any and all slopes, slope treatment works, retaining walls or other structures (collectively "slope structures") within or outside the Land or the Development as required by the Government Grant and in accordance with the "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual(s) (if any) for the slope structures prepared in accordance with Geoguide 5 ("the slope maintenance manual") and for that purpose the Manager shall have full authority by the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the slope structures in

compliance with the Government Grant and in particular in accordance with the maintenance manual(s) and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the slope structures. For the purpose of this sub-clause, the definition of the Manager shall include the Owners' Corporation, if formed;

- (tt) Without prejudice to the generality of sub-clauses (a) and (jj) of this Clause 1, to enter into each Unit of the Residential Portion on reasonable notice to the Owner thereof for the purpose of inspecting, examining, maintaining and repairing the Development or for the purpose of inspecting, examining, maintaining, repairing and replacing any Common Facilities therein or any apparatus or equipment used or installed for the benefit of the Development or any part thereof (and in particular to enter into Flats A and B and C on the Fifth Floor of Tower 1 for the purpose of inspecting, examining, maintaining and repairing the flat roofs abutting thereto which form parts of the Residential Towers Common Areas, the respective gardens of the Flats known as Flat D and Flat E, flat roofs of Flat A and B all on the Ground Floor of Tower 5 and flat roof of Flat B on the First Floor of Tower 3 of the Residential Towers for the purpose of inspecting, examining, maintaining, repairing and replacing the main drainage pipe ducts, soil and waste pipes, vent pipes, storm water pipes and other services pipes forming parts of the Residential Towers Common Services Facilities) PROVIDED THAT the Manager (at his own costs and expenses), his staffs and contractors shall remedy all damages caused thereby and shall be liable for their negligent wilful and criminal acts;
- (uu) In the event where the respective Owner of Flat fails to or neglect to maintain the windows with noise mitigation measures attached and/or fixed glazing and other such measures in their respective Flat whether pursuant to the TNIA Report or otherwise or in case of emergency, to enter with or without workmen into the relevant

Flat for the purpose of inspecting, examining, maintaining and repairing the said windows with noise mitigation measures attached and/or fixed glazing and other such measures whether pursuant to the TNIA Report or otherwise and carry out all work necessary or incidental thereto at the costs of the relevant Owner provided that all such work shall be carried out with due dispatch causing as little disturbance as possible and the Manager shall be liable for and shall at his own expense make good and repair any damage caused by the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Flat; and

- (vv) In the event where the respective Owner of House or Flat fails to or neglects to maintain any tree, shrub, lawn, garden or planter within their respective House or Flat in compliance with the requirements stipulated in Special Condition No.(11) of the Government Grant or in case of emergency, to enter with or without workmen into the relevant House or Flat for the purpose of planting, growing, maintaining or re-planting the relevant tree, shrub, lawn, garden or planter at the costs of the relevant Owner provided that all such work shall be carried out with due dispatch causing as little disturbance as possible and the Manager shall be liable for and shall at his own expense make good and repair any damage caused by the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant House or Flat.

2. The Manager shall control parking and all vehicular, motor cycle and pedestrian traffic on or within the Land and the Development, erect and maintain traffic signs, impose such parking fees and other charges and expenses as may be prescribed by the Rules and credited towards the relevant Special Fund or by the Manager in consultation with the Owners' Committee or Owners' Corporation (if formed) and tow away and impound vehicles for breach of the Rules. The Manager shall have power from time to time to amend and replace the Rules PROVIDED THAT such power shall

only be exercisable with the approval of the Owners' Committee or Owners' Corporation if formed and the Rules are defined as follows :-

- (a) the General Rules regulating the use, operation, management and maintenance of the Land and the Development as set out in the Fifth Schedule hereto;
- (b) the Development Rules regulating the use, operation, management and maintenance of the Development Common Areas and the Development Common Services Facilities and the conduct of persons occupying using or visiting the same and the Development Rules shall be binding on all the Owners and their guests, visitors, invitees or tenants;
- (c) the Residential Towers Rules regulating the use, operation, management and maintenance of the Residential Towers Common Areas and the Residential Towers Common Services Facilities and the conduct of persons using the same and the Residential Towers Rules shall be binding on all the Owners of the Residential Towers and their guests, visitors, invitees or tenants;
- (d) the Residential Houses Rules regulating the use, operation, management and maintenance of the Residential Houses Common Areas and the Residential Houses Common Services Facilities and the conduct of persons using the same and the Residential Houses Rules shall be binding on all the Owners of the Residential Houses and their guests, visitors, invitees or tenants;
- (e) the Residential Rules regulating the use, operation, management and maintenance of the Residential Common Areas and the Residential Common Services Facilities and the conduct of persons using the same and the Residential Rules shall be binding on all the Owners of the Residential Portion and their guests, visitors, invitees or tenants; and

- (f) the Carpark Rules regulating the use, operation, management and maintenance of the Carpark Common Areas and the Carpark Common Services Facilities and the conduct of persons using the same and the Carpark Rules shall be binding on all the Owners of the Carpark and their guests, visitors, invitees or tenants.

The Rules and any amendments thereto shall not be inconsistent with this Deed, the BMO or the Government Grant. The Rules and any amendments thereto shall be made by the Manager subject to the approval of the Owners' Committee or the Owners' Corporation (if formed). Copies of the Rules and any amendments or replacements thereof shall be posted on the notice boards in the Development Common Areas and shall be supplied to each Owner upon request free of charge at the first instance but subsequent copies shall be subject to payment of reasonable copying charges.

- 3.
 - (a) Where there is a dispute on whether an area is to be regarded as the Development Common Areas, the Residential Towers Common Areas, the Residential Houses Common Areas, the Residential Common Areas or Carpark Common Areas or certain facilities are to be regarded as the Development Common Services Facilities, the Residential Towers Common Services Facilities, the Residential Houses Common Services Facilities, the Residential Common Services Facilities or Carpark Common Services Facilities, the decision of the Manager as approved by the Owners' Committee or Owners' Corporation (if formed) shall be final and binding on all Owners;
 - (b) All acts and decisions of the Manager made in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on the Owners for the time being;
 - (c) Without in any way limiting the generality of the foregoing, the Manager, its employees, agents or contractors (save as otherwise herein provided) shall not be held liable for any damage, loss or injury caused by or in any way arising out of :-

- (i) any defect in or failure or breakdown of any of the Common Areas or the Common Facilities; or
- (ii) any failure, malfunctioning or suspension of the supply of water, electricity or other utility or service to the Land and the Development; or
- (iii) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Land and the Development; or
- (iv) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (v) theft, burglary or robbery within the Land and the Development;

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

- (d) The Manager shall not be personally liable for carrying out any such requirements of the Government Grant as to the repair and maintenance of the slope structures as mentioned in Clause 1(ss) of Sub-section B of Section III hereof or as to the maintenance of the Green Area which shall remain the responsibility of the Owners if, having used all reasonable endeavours, he has not been able to collect the costs of the required works from all Owners.

4. Save as otherwise herein provided, neither the Manager nor any servant

agent or other person employed by it shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or wilful act or negligence or failure to perform its obligations in accordance with this Deed. The Manager shall be liable for its own dishonest, negligent, wilful or criminal acts or omission or those of its servants, agents, contractors or other persons employed by it, and shall also be responsible for remedying any damage resulting therefrom. And no Owner will be required to indemnify the Manager or its employees, agents or contractors from and against any action or claim arising out of any act or omission.

C. MANAGER'S REMUNERATION AND SPECIAL FUND

1. MANAGER'S REMUNERATION

- (a) The remuneration of the Manager shall be an amount not exceeding 10% of the total expenditure (excluding any amount attributable to the remuneration of the Manager hereunder and any capital expenditure) necessarily and reasonably incurred in the good and efficient management of the Land and the Development which amount shall be payable by way of equal monthly payments in advance.
- (b) No variation of the percentages as stated in sub-clause (a) above except with the prior approval of the Owners by a resolution of Owners at an Owners' meeting convened under this Deed.
- (c) The Manager's Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not be subject to any requirement imposed on the Manager to disburse or provide from such remuneration any staff, postage and stationery, facilities, accountancy services, secretarial services or other professional

supervision the costs for which shall be a direct charge upon the Management Funds.

- (d) For the purposes of calculating the Manager's Remuneration, the total expenditure incurred in the management of the Land and the Development or any portion of it shall exclude:
 - (i) the Manager's Remuneration itself; and
 - (ii) any capital expenditure or expenditure drawn out of the Special Fund PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate applicable under sub-clause (a) or (b) above, or at such lower rate as the Owners may consider appropriate. For the purpose of this clause, capital expenditure shall mean expenditure of a capital nature and/or of a kind not incurred annually.

2. SPECIAL FUND

- (a) There shall be a Special Fund made up of the Development Special Fund, the Residential Towers Special Fund, the Residential Houses Special Fund, the Residential Special Fund and the Carpark Special Fund mentioned in Clause 1(y) of Sub-section B of Section III hereof which shall be a fund managed by the Manager in trust for the Owners and shall only be used or expended by the Manager for major works of a capital nature and/or for expenditure of a kind not expected by the Manager to be incurred annually, which includes, but is not limited to expenses for the renovation, improvement and repair of the Communal Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Communal Areas and Facilities and the cost of the relevant

investigation works and professional services.

- (b) The Owners at an Annual General Meeting shall have the right to determine the amount to be deducted from the management fee or the contribution to be made by each Owner to the Special Fund for the ensuing year and how and when such deduction or contribution shall be made.
- (c) The Manager shall maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) in Hong Kong an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and shall use that account exclusively for the purpose referred to in Sub-clause 2(a) above.
- (d) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account maintained under Sub-clause 2(c) above.
- (e) Except in situations considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any).
- (f) The Manager shall not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Land and the Development.
- (g) All contributions to the Special Fund and all other amounts required by this Deed to be credited to the Special Fund shall be non-refundable and non-transferable.

D. MANAGEMENT EXPENSES AND MANAGEMENT FUNDS

1. Each Owner (including the Registered Owner) shall pay and contribute to

the Manager in respect of his Unit such amount as the Manager may reasonably estimate to be sufficient to cover his due share of the Management Expenses which shall, without limiting the generality of the foregoing, include the following items :-

- (a) The costs and expenses for the management cleansing repair and maintenance of the Communal Areas and Facilities;
- (b) The costs and expenses for carrying out all things reasonably necessary for the enforcement of the obligations contained in this Deed and for the control management and administration of the Land and the Development;
- (c) The costs and expenses for the carrying out of all or any of the duties of the Manager set out in Sub-section B of this Section III and for the performance of the obligations and covenants imposed upon the Owners of the Land and the Development under the Government Grant;
- (d) The costs and expenses for the purchase, hire or acquisition of all apparatus and equipment for use by the Owners and the occupiers of the Land and the Development as part of the Common Facilities;
- (e) The costs of effecting all insurances in accordance with the terms and provisions herein contained or otherwise required for or in connection with the management of the Land and the Development;
- (f) All reasonable professional fees and costs incurred by the Manager including fees, charges and costs of any solicitors, accountants, auditors, surveyors, valuers, engineers, architects and others employed in connection with the management and maintenance of the Land and the Development;
- (g) The costs and expenses for the provision and maintenance of

security services for the Land and the Development;

- (h) The costs of employing all necessary persons whether as servants or agents to provide the services requisite for the proper management and maintenance of the Land and the Development and of any benefits/payments due to such staff including any redundancy/severance pay or any benefit payable on termination of their employment and workmen's compensation, the costs of the administration thereof and the costs of providing all equipment, insurance cover, clothing and materials reasonably necessary for such purposes;
- (i) The Government rent and all sums payable under the Government Grant unless separate assessments are made for each Unit;
- (j) All water, gas, electricity, telephone and other utility charges incurred in respect of the Communal Areas and Facilities;
- (k) The costs of the installation and maintenance of all plant equipment machinery or services in or on the Land and the Development as part of the Common Facilities and the costs of reinstatement replacement or renewal thereof;
- (l) The costs of the refuse disposal (except trade refuse or refuse of a large quantity) and cleaning of the Communal Areas and Facilities;
- (m) All charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Communal Areas and Facilities;
- (n) The costs of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Land and the Development;
- (o) Any other items of expenditure which, in the reasonable discretion

of the Manager, are considered to be necessary for the management of the Land and the Development;

- (p) The repair and maintenance cost mentioned in Clause 1(ss) of Sub-section B of this Section III.

PROVIDED ALWAYS THAT no Owner may be called upon to pay more than his appropriate share of the Management Expenses, having regard to the number of Management shares allocated to his Unit.

- 2. An annual budget showing the estimated Management Expenses and the amount of the Manager's Remuneration for the ensuing year shall be prepared by the Manager upon which the contributions towards the Management Expenses payable by the Owners will be based. Every annual budget shall be prepared by the Manager in consultation with the Owner's Committee and in accordance with the procedure set out in paragraph 1 of Schedule 7 to the BMO and shall contain the following parts :

- (a) the Development Management Budget which shall show the estimated expenditure of the management and maintenance of the Development Common Areas and the Development Common Services Facilities;
- (b) the Residential Towers Management Budget which shall show the estimated expenditure of management and maintenance of the Residential Towers Common Areas and the Residential Towers Common Services Facilities;
- (c) the Residential Houses Management Budget which shall show the estimated expenditure of management and maintenance of the Residential Houses Common Areas and the Residential Houses Common Services Facilities;
- (d) the Residential Management Budget which shall show the estimated expenditure of management and maintenance of the

Residential Common Areas and the Residential Common Services Facilities;

- (e) the Carpark Management Budget which shall show the estimated expenditure of management and maintenance of the Carpark Common Areas and the Carpark Common Services Facilities;
- (f) the Manager's Remuneration; and
- (g) the estimated income.

Subject to Clause 1 of this Sub-section D above :-

- (i) all Owners shall contribute towards the Development Management Expenses in accordance with the Development Management Budget pro rata according to the number of Management Shares allocated to the Units owned by them respectively.
- (ii) the Owners of the Residential Towers shall bear and pay the Residential Towers Management Expenses in accordance with the Residential Towers Management Budget and shall contribute towards the Residential Towers Management Expenses pro rata according to the number of Management Shares allocated to the Flats owned by them respectively.
- (iii) the Owners of the Residential Houses shall bear and pay the Residential Houses Management Expenses in accordance with the Residential Houses Management Budget and shall contribute towards the Residential Houses Management Expenses pro rata according to the number of Management Shares allocated to the Houses owned by them respectively.

- (iv) the Owners of the Residential Portion shall bear and pay the Residential Management Expenses in accordance with the Residential Management Budget and shall contribute towards the Residential Management Expenses pro rata according to the number of Management Shares allocated to the Flats or the Houses owned by them respectively.
 - (v) the Owners of the Carpark Units shall bear and pay the Carpark Management Expenses in accordance with the Carpark Management Budget and shall contribute towards the Carpark Management Expenses pro rata according to the number of Management Shares allocated to the Carpark Units owned by them respectively.
- 3.
 - (a) The Owners shall make their respective Monthly Payment on a monthly basis and such payment shall be one twelfth of his due proportion of estimated Management Expenses and the Manager's Remuneration as shown in the annual budget for that Financial Year by reference to the Management Shares as stated in clause 2 above regardless of the number of days that particular month has.
 - (b) The Registered Owner shall pay all the management expenses for the Units and Undivided Shares unsold and shall pay and contribute to those expenses which are of recurrent nature for the Units and Undivided Shares unsold. The Registered Owner shall pay all outgoings including Management Expenses and any Government rent up to and inclusive of the date of assignment of the Units and no Owner will be required to make any payment or reimburse the Registered Owner for such outgoings.

- (c) Except as provided in Clause 5 of this Sub-section D, the Monthly Payment shall be payable in advance on the first day of each month and each Owner (including the Registered Owner) shall be personally liable (if more than one shall be jointly and severally liable) to make the above payment to the Manager whether or not his Unit is vacant or occupied and whether or not it has been let or leased to a tenant or is occupied by the Owner himself or any other person.

- 4. Notwithstanding the provisions of Clause 2 of this Sub-section D regarding the calculation of each Owner's contribution to the Management Expenses :-
 - (a) All existing and future taxes, rates, assessments, property tax and outgoings of every description for the time being payable in respect of any Unit and/or any portion of the Development in separate occupation shall be borne by the Owner of that particular Unit or portion; and
 - (b) The costs and expenses for keeping in good and tenable repair and condition the interior, fixture and fittings and the windows and doors of any portion of the Development in separate occupation and the installation and maintenance thereof and all plumbing, electrical installations, flues or pipes or other plants, equipment, apparatus or services used exclusively by any portion of the Development shall be solely borne by the Owner or Owners for the time being of that particular portion.

- 5. (a) The first person who becomes the Owner of each Unit (including the Registered Owner) shall prior to being given possession of the Unit owned by him :-
 - (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a transferable but non-refundable deposit equivalent to three times the Monthly Payment based on

the first year's budgeted Management Expenses in respect of the Unit payable by him;

- (ii) pay to the Manager a debris removal charge to be determined by the Manager (PROVIDED THAT the said sum should not be more than one Monthly Payment based on the first year's budgeted Management Expenses in respect of the Unit).

PROVIDED THAT the Registered Owner shall only be required to pay items (i) and (ii) of this Clause 5(a) above and Clause 5(b) if he remains the Owner of the Undivided Shares allocated to Units in the Development which have been completed and which remain unsold 3 months after (1) execution of this Deed or (2) the date on which he is in a position validly to assign those Undivided Shares (that is when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later PROVIDED FURTHER THAT the owner is not required to pay debris removal charge mentioned in sub-clause (ii) of this Clause 5(a) above for Motor Car Parking Space or Motor Cycle Parking Space.

- (b) Subject to the proviso in Clause 5(a) above, the first Owner of each Unit shall upon the assignment of that Unit from the Registered Owner to him pay to the Manager a sum equivalent to two times the Monthly Payment based on the first year's budgeted Management Expenses in respect of that Unit as his initial contribution to the Special Fund. Such contribution shall not be refundable to any Owner nor be transferable to the new Owner.
- (c) Subject to Clause 2(c) of Sub-section C of this Section III, all deposit moneys paid hereunder shall be placed in an interest-bearing bank account but no interest will be paid to the Owners for all sums so deposited which shall not be set off against any payment to be made under this Deed by any Owner.
- (d) Any monies paid as debris removal charge not used for such

purpose shall be paid into the Residential Special Fund.

6. The Manager shall as soon as practicable before the end of the first Financial Year and thereafter before the end of each subsequent Financial Year (in consultation with the Owners' Committee) prepare in accordance with the procedure set out in paragraph 1 of Schedule 7 to the BMO a budget of the estimated Management Expenses and the Manager's Remuneration for the ensuing year and ascertain the Monthly Payment payable by each Owner and shall make available for the inspection of each Owner the annual budget and the amount of Monthly Payment payable.
7. The Manager may for the proper management of the Land and the Development, at any time if it deems fit : -
 - (a) if the Manager is of the view that the annual budget for the management of the Land and the Development is or will be insufficient by reason of any further maintenance or management costs whether incurred or to be incurred over and above the estimates provided for in the existing annual budget, the Manager shall (in consultation with the Owners' Committee or the Owners' Corporation (if formed)) prepare in accordance with the procedure set out in the BMO a revised budget and may determine the additional contributions payable by each Owner which may be rendered necessary by the adoption of such revised budget calculated by reference to the Management Shares and the Owners may be required to make further contribution to the management deposit referred to in Clause 5(a)(i) of this Sub-section D so as to make it up to not more than 25% of any subsequent current year's budgeted Management Expenses per Unit;
 - (b) consequent upon the adoption of a revised annual budget referred to in sub-clause (a) above, the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly; and

- (c) if there should be a surplus after payment of all Management Expenses and the Manager's Remuneration at the end of a Financial Year, then the surplus shall, in the absolute discretion of the Manager, be carried forward in the accounts or placed on deposit for such limited period as the Manager shall decide and to be applied in or towards payment of such Management Expenses as may become due thereafter.

E. RECOVERY OF MONEYS DUE BY MANAGER

1. If any Owner shall fail to pay any amount payable hereunder within thirty (30) days of demand (in respect of the Monthly Payments the due date shall be deemed to be the first day of each month), he shall further pay to the Manager :-
 - (a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by the Hongkong and Shanghai Banking Corporation Limited in respect of the whole amount outstanding and unpaid for the period during which it remains unpaid. Any interest so received shall be credited as part of the Special Fund; and
 - (b) A collection charge equivalent to 10% of the amount due or such lesser sum as the Manager may from time to time with the approval of the Owners' Committee or the Owners' Corporation (if formed) determine, to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by such Owner's default. Any collection charge so received shall be credited as part of the Special Fund.
2. If the Owner of any Unit shall fail to pay his due proportion of the Management Expenses hereunder within 30 days of the due date for payment thereof, the Manager may, without prejudice to any right of action against such defaulting Owner, serve upon the occupier or occupiers for the time being of such Unit a demand for payment of the amount due and the

provisions of Section 23 of the BMO shall mutatis mutandis apply as if the Manager were the "corporation" formed under the BMO.

3. All amounts which may be or become payable by any Owner or any occupier for the time being of any Unit in accordance with the provisions of this Deed and all other reasonable expenses incurred in or in connection with recovering the same and all damages claimed for breach of any of the provisions of this Deed shall be recoverable by civil action at the suit of the Manager. The claim in any such action may also include a claim for the solicitor and own client costs of the Manager and the defaulting Owner or occupier 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 all the Owners as a whole other than the defaulting Owner or occupier and no Owner or occupier 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.
4. In the event of any Owner or occupier failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the provisions of this Deed within 30 days of demand, the amount thereof together with interest and the collection charge as aforesaid and all reasonable costs and expenses which may be incurred in recovering the same including legal expenses referred to in Clause 3 of this Sub-section E above shall stand charged on the Undivided Shares of the defaulting Owner and the Manager shall be entitled, without prejudice to any other remedy hereunder, to register a Memorial of such charge in the Land Registry against the Undivided Shares of the defaulting Owner. Such charge shall remain valid and enforceable notwithstanding that judgment has been obtained for the amount thereof provided such judgment has not been satisfied.
5. Any charge so registered shall be enforceable as an equitable charge by action at the suit of the Manager for an order for the sale of the Undivided Shares of the defaulting Owner together with the right to the exclusive use,

occupation and enjoyment of the Unit held therewith and the provisions of Clause 3 of this Sub-section E above shall apply equally to any such action.

6. The Manager shall further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner or occupier of any portion of the Development of the covenants conditions and provisions of this Deed or the Rules and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clauses 3, 4 and 5 of this Sub-section E shall apply to all such proceedings.
7. A certificate in writing signed by a duly authorised officer of the Manager stating the amount due and payable by an Owner to the Manager and when such amount is payable shall be admissible in evidence in any proceedings as prima facie evidence of the facts stated therein save for manifest error.
8. All persons on acquiring any Unit in the Development shall first ascertain from the Manager that there are no outstanding amounts due and payable in respect of that Unit. If there shall be outstanding amounts aforesaid, the new Owner and the former Owner shall become jointly and severally liable to pay the same.
9. For the purpose of recovery of any amount due hereunder, the Manager shall have authority to remit, forbear, compromise or settle with any Owners the amount payable by or recoverable from such Owners.

F. APPLICATION OF MONIES RECEIVED BY THE MANAGER

1. Subject to Section V hereof, all insurance moneys, compensation received or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Land and the Development.

G. OWNERS' INTEREST IN MANAGEMENT FUNDS

1. The Manager shall be deemed to be the trustee for and on behalf of the Owners in respect of the Management Funds irrespective of changes in ownership of the Undivided Shares.
2. Any person ceasing to be the Owner of any Undivided Shares shall, in respect of the Undivided Shares of which he ceases to be the Owner thereupon, cease to have any interest in the Management Funds including but not limited to the deposits paid under Clause 5(a) of Sub-section D of this Section III to the intent that all such funds shall be held and applied for the management of the Land and the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development subject to the provisions of Clause 3 of this Sub-section G below.
3. On transfer of ownership of any Unit, any deposits paid by any Owner and still held by the Manager may be transferred into the name of the new Owner. In the event that any deposit or sums paid by the former Owner has been partially or entirely applied by the Manager towards payment of outstanding sums owing by such former Owner, the new Owner shall be liable to pay the difference between (i) the amount of the deposits (if any) still held by the Manager and (ii) the amount of the deposits required to be paid under Clause 5(a) of Sub-section D of this Section III.
4. On the expiration or determination of any term of service of the Manager, the Manager shall transfer the balance of the Management Funds to the new Manager or the Owners' Committee or the Owners' Corporation (if formed) and upon the Land reverting to the Government and no renewal of the Government Grant or further Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section V hereof, any balance of the Management Funds shall be divided proportionately between the Owners immediately prior to such reversion or in the case of extinguishment of rights and obligations as aforesaid between the Owners whose rights and obligations are extinguished in proportion to their Management Shares.
5. Unless otherwise determined by the Owners' Committee or the Owners'

Corporation (if formed), the Manager must pay the Management Funds excluding the Special Fund into a specially designated interest bearing account in the name of the Manager in respect of the Development at a licensed bank in Hong Kong save and except such reasonable amount to cover day-to-day expenditure as may be approved by the Owners' Committee or the Owners' Corporation (if formed) from time to time.

H. MANAGEMENT RECORDS AND ACCOUNTS

1. The Manager shall keep true and proper records of accounts of all monies received in the exercise of its powers and duties hereunder and the expenditure thereof and shall prepare a summary of all accounts for each month from the date of this Deed. The Manager shall further prepare and display a summary of the income and expenditure at least once every three months at a prominent place in the Development for a reasonable period of time for the Owners' information and inspection. The Manager shall keep separate management accounts for the income and expenditure of:
 - (a) the Development Common Areas and the Development Common Services Facilities;
 - (b) the Residential Towers Common Areas and the Residential Towers Common Services Facilities;
 - (c) the Residential Houses Common Areas and the Residential Houses Common Services Facilities;
 - (d) the Residential Common Areas and the Residential Common Services Facilities; and
 - (e) the Carpark Common Areas and the Carpark Common Services Facilities.
2. The Manager may upon giving 3 months' notice in writing to the Owners change the Financial Year at any time PROVIDED THAT the financial year

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

3. Within 60 days after the end of each Financial Year the Manager shall prepare annual accounts in respect of the preceding Financial Year which accounts will be audited and certified by, subject to Clause 4 of this Sub-section H, an independent auditor specified in the relevant resolution of the Owners' meeting as providing an accurate summary of all items of income and expenditure during the preceding Financial Year. The Owners at an Owners' meeting convened under this Deed shall have the power to require the annual accounts to be audited by an independent auditor of their choice prior to the formation of the Owners' Corporation.
4. If no auditor has been appointed by the Owners pursuant to Clause 3 of this Sub-section H, the Manager shall appoint a firm of Certified Public Accountants to audit and certify the accounts referred to in the said Clause 3 thereto.
5. The Owners shall have the right to inspect the accounts of the Manager and to take copies on payment of reasonable copying charges upon reasonable notice to the Manager.
6. The Manager shall upon reasonable notice permit the Owners' Committee to inspect any of the accounts prepared pursuant hereto and take extracts therefrom.
7. Within 2 months after the close of each Financial Year, the Manager shall prepare and display on the public notice board and cause to remain so displayed for at least 7 consecutive days a Manager's statement which shall set out the following particulars in respect of the preceding Financial Year :-
 - (a) The total amount of Management Expenses;
 - (b) The total amount of expenses for major works of a capital and/or non-recurring nature in respect of the Land and the Development;

- (c) The total amount of interest or recovery costs or any other amounts which are herein provided;
 - (d) The total amount paid by the Owners;
 - (e) The balance found to be payable or overpaid from the foregoing amounts;
 - (f) The total amount of the Manager's Remuneration;
 - (g) The estimated amount of the Monthly Payment to be made by each Owner for the current Financial Year; and
 - (h) The details of the Special Fund.
8. In the event that the annual budget is revised at any time as herein provided and in accordance with the procedure set out in paragraph 1 of Schedule 7 to the BMO the Manager shall prepare and display on the public notice board the revised budget for the current Financial Year and the revised Monthly Payment to be made by each Owner for the remaining part of the current Financial Year.
9. Nothing herein contained shall affect the right of any Owner to claim an indemnity or contribution from any other Owner or person in respect of any payment for any work or thing requiring or having to be done as a result of or in consequence of the act omission neglect or default of such other Owner or person or some other person for whom such Owner or person is legally responsible.

SECTION IV

MEETING OF THE OWNERS

The provisions in respect of Meetings of all the Owners in Schedule 8 of the BMO

shall apply and prevail.

1. Meetings of Owners

(a) First Meeting

- (i) As soon as possible but in any event not later than 9 months from the date of this Deed, the Manager shall call the first meeting of the Owners and if required call further and subsequent meetings of the Owners.
- (ii) The purpose of the First Meeting is to elect a Chairman and other members of an Owners' Committee hereinafter mentioned or to appoint a management committee for the purpose of forming an Owners' Corporation under the BMO and to transact any other business specified in the notice calling the meeting.
- (iii) In the election of the members of the Owners' Committee :-
 - (1) The Owners of the Residential Towers shall vote separately to elect by secret ballot a total of seven (7) representatives to represent them in the Owners' Committee;
 - (2) The Owners of the Residential Houses shall vote separately to elect by secret ballot one (1) representative to represent them in the Owners' Committee; and
 - (3) The Owners of the Carpark Units shall vote separately to elect by secret ballot one (1) representative to represent them in the Owners' Committee.

(b) Subsequent Meetings

(i) A General Meeting of the Owners will be held every year after the said First Meeting of Owners for the purpose of transacting business specified in the notice calling the meeting and at every alternate annual meeting, electing or re-appointing representatives to serve on the Owners' Committee.

(ii) A meeting of the Owners may be convened at any time :-

(1) by the Manager; or

(2) by the Owner appointed to convene such a meeting by Owners of 5% or more of the total number of Undivided Shares in aggregate in the Land and the Development excluding the Undivided Shares allocated to the Communal Areas and Facilities in aggregate; or

(3) by the Owners' Committee.

(iii) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under the above sub-clause (ii)(1) or (ii)(2) of this Clause 1(b), the person convening the meeting.

2. Procedure at Owners' meetings

(a) At least 14 days' notice must be given to all Owners to convene any Owners' meeting and such notice shall be in writing and shall specify the date, time, purpose, place of the meeting and the resolution (if any) that are to be proposed.

- (b) No business shall be transacted at any meeting unless a quorum is present and the quorum shall be 10% of the Owners. For this purpose, the reference to "10% of the Owners" shall be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares in the Land and the Development and not be construed as the Owners of 10% of the total number of Undivided Shares in the Land and the Development in aggregate and the enumeration of the percentage of Owners shall be as provided in Schedule 11 to the BMO.
- (c) Any resolution to be passed at any meeting shall be passed by a majority of those present or by proxy in which event, every Undivided Share held by the Owners present or by proxy represents one vote.
- (d) In the case of an equality of votes the Chairman shall have, in addition to a deliberate vote, a casting vote.
- (e) If the Owner is a limited company, its duly appointed representative may attend and vote at all the above meetings.
- (f) An Owner may be elected a member of the Owners' Committee. If the Owner is a limited company and the Owner has been elected a member of the Owners' Committee, its duly appointed representative may attend and vote at all meetings of the Owners' Committee.
- (g) A representative of the Manager shall attend all such meetings unless requested not to do so by the Chairman of the meeting.
- (h) The Manager shall cause a record to be kept of the persons present at all the above meetings and the proceedings thereof and copies thereof sent to all the Owners.

3. Owners' Committee Meetings

- (a) The Owners' Committee shall consist of nine (9) representatives PROVIDED THAT the Owners of the Residential Towers are entitled to elect up to 7 representatives, the Owners of the Residential Houses are entitled to elect up to 1 representative and the Owners of the Carpark are entitled to elect up to 1 representative.
- (b) The members of the Owners' Committee shall choose from amongst themselves a Chairman and a Vice-Chairman and such other posts as the members shall determine.
- (c) The Manager shall cause a record to be kept of all persons present at all meetings and the proceedings thereof.
- (d) A meeting of the Owners' Committee shall be presided over by the Chairman. If the Chairman shall fail to attend a meeting duly convened within 10 minutes of the appointed time, the members present (provided there is a quorum) shall choose one of their members to be the chairman of the meeting.
- (e) The members of the Owners' Committee shall determine from time to time the number of regular meetings they shall hold annually and notice of such regular meetings shall be sent by the person or persons convening the meeting of the Owners' Committee to each member of the Owners' Committee at least 7 days prior to the meeting. Such notice shall set out the date, time, place of the meeting and the resolution (if any) that are to be proposed together with an agenda of the matters to be discussed as well as copy of the minutes of the previous meeting.
- (f) The Chairman or any 2 members of the Owners' Committee may at any time convene an extraordinary meeting of the Owners' Committee PROVIDED THAT at least 7 days notice has been

given to each member of the Owners' Committee by the person or persons convening the extraordinary meeting of the Owners' Committee; such notice shall set out the date, time and place of the meeting and the resolution (if any) that are to be proposed together with an agenda of the matters to be discussed.

- (g) 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater shall form a quorum of the Owners' Committee meeting.
- (h) The functions of the Owners' Committee are :-
 - (i) to discuss problems and make decisions relating to the maintenance and management of the Land and the Development; and
 - (ii) to discuss matters and make decisions relating to the welfare of the Owners.
- (i) Any resolution to be passed at any meeting shall be passed by a simple majority on a show of hands.
- (j) Each member present shall have one vote on a question before the Owners' Committee and in the case of an equality of votes the Chairman shall have, in addition to a deliberate vote, a casting vote.
- (k) The Owners' Committee shall be entitled to co-opt any Owner of the Flats to fill the post vacated by an Owner of the Residential Towers, any Owner of the Houses to fill the post vacated by an Owner of the Residential Houses and any Owner of the Carpark Units to fill the post vacated by an Owner of the Carpark Unit and the provisions contained in this sub-clause 3 shall apply to the co-opted members of the Owners' Committee.

SECTION V

EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

1. In the event of the whole or any part of the Land and the Development being damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Land and the Development (excluding the Undivided Shares allocated to the Communal Areas and Facilities) shall convene a meeting of the Owners and decide by a resolution whether to rebuild or to reinstate the damaged part(s) of the Land and the Development. The resolution is to be binding upon all the Owners of the damaged part(s) of the Land and the Development.

2. The quorum for such meeting shall consist of the Owners (present in person or by proxy) holding not less than 75% of all the Undivided Shares allocated to that damaged part(s) of the Land and the Development excluding the Undivided Shares allocated to the Communal Areas and Facilities and the Owners may resolve at such meeting by a 75% majority of the Owners present in person or by proxy and voting on the matter set out in Clause 1 of this Section V and such resolution shall be binding on all the Owners of the damaged part(s) of the Land and the Development. In the event that the Owners resolve not to reinstate the Land and the Development, the Owners may further resolve by such majority that all such Undivided Shares shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust forthwith :-
 - (a) to dispose of the same by public auction or private tender; and
 - (b) to distribute the net proceeds of sale amongst the former Owners of such Undivided Shares by reference to their respective Undivided Shares previously held.

3. All insurance monies received in respect of any policy of insurance of the Land and the Development shall likewise be distributed amongst such Owners. In such event all the rights privileges obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to the former Owners of the Land and the Development.
4. Notwithstanding any provisions to the contrary herein contained if Land and the Development shall be so damaged by fire, typhoon, earthquake, subsidence or any other cause (not attributable to the default of any of the parties hereto or for which any of them is responsible) so as to render the Land and the Development wholly unfit for habitation and to necessitate the rebuilding thereof then and in such event unless within 180 days of such occurrence a resolution is passed by the Owners by such majority as provided in Clause 2 of this Section V to rebuild and reinstate the same each Owner shall be released by each and every other Owner from the covenants to be performed hereunder and these presents shall cease to have effect except in relation to the distribution of any surplus Management Funds.

SECTION VI

MISCELLANEOUS

1. The provisions herein contained shall be null and void to the extent that they prejudice the operation of the BMO. In the event any provisions herein contained shall be in conflict with the BMO, the BMO shall prevail. The provisions contained in Schedule 2 to the BMO shall apply to the management committee of the Owners' Corporation following incorporation thereof which shall take the place of the Owners' Committee formed under this Deed and the provisions contained in Schedule 3 to the BMO shall apply to all general meetings of the Owners' Corporation which shall take the place of the Owners' meetings under this Deed.
2. All notices required to be served on an Owner hereunder shall be sufficiently served if a copy is delivered or sent by prepaid post to the Unit

owned by him or is left in the letter box of such Unit notwithstanding that such Owner shall not be personally occupying such Unit or if a copy is sent by registered post to the last known address in Hong Kong of the person to be served.

3. A notice so left in the letter box shall be deemed to be properly served at the expiration of twenty-four hours after it is so left and a declaration by an officer of the Manager (in case of a notice served by the Manager) or the person serving the notice that any such notice was left in the letter box on a certain date shall be conclusive evidence of the fact.
4. Any notice to be served on the Manager shall be sufficiently served if a copy is delivered or sent by prepaid post to it at its last known registered office or place of business in Hong Kong.
5. All Owners not residing in the Development shall provide the Manager with an address in Hong Kong for service of notices under the terms of this Deed but this Clause shall not affect the provisions of Clauses 2 and 3 of this Section VI.
6. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors administrators successors in title and assigns and the benefit and burden thereof shall be annexed to every Unit and to the Undivided Shares held therewith.
7. No person shall, after ceasing to be the Owner of any Undivided Shares be liable for any debt liability or obligation under the covenants terms and conditions of this Deed in respect of such Undivided Shares and the Unit held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
8. Not later than one month after the execution of this Deed, the Registered Owner shall at the costs of the Registered Owner cause a direct translation in Chinese of this Deed to be made.

9. A copy of this Deed and the Chinese translation thereof shall be made available by the Registered Owner within one month of the date of this Deed for inspection by all Owners in the management office in the Development free of costs and any Owner or his duly authorised representative shall be entitled to a copy thereof at their own expenses and upon payment of a reasonable charge to cover the cost of copying the same. All charges received must be credited to the relevant Special Fund.
10. It is hereby declared that in the event of dispute as to the effect of the Chinese translation and the English version of this Deed, the English version being the version of the DMC approved by the Director of Lands shall prevail.
11. Each Owner shall on ceasing to be the Owner of any Undivided Shares and the Unit enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions under the terms of this Deed, such former Owner shall remain liable for all such sums payable and for the observance and performance of all terms and conditions hereunder by the new Owner up to the date on which such notice is received by the Manager.
12. Nothing herein contained shall prejudice or contravene the provisions of the BMO or the Schedules thereto and no provision herein shall conflict with or be in breach of the Government Grant. The parties hereto (including the Owners) hereby covenant with each other that they will comply with the terms of the conditions of the Government Grant so long as they remain as the Owners and the Manager remains as the manager of the Land and the Development.
13. The provisions of Schedule 7 and Schedule 8 to the BMO shall be deemed to be incorporated in and form part of this Deed. In the event of any inconsistency between the terms herein contained and the terms in Schedule

7 and Schedule 8 to the BMO, the latter terms shall prevail.

14. The Undivided Shares allocated to the Communal Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the BMO or otherwise or liability to pay fees under this Deed, nor shall such Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.
15. The Manager shall keep at the management office in the Development a set of plans showing the Communal Areas and Facilities (certified as to their accuracy by or on behalf of the Authorized Person) available for inspection by the Owners during normal office hours free of costs and charge.
16. Notwithstanding anything to the contrary herein contained, the Manager shall not effect any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed.
17.
 - (a) The Manager shall provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. The Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development.
 - (b) The Manager should organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental

awareness of the Owners and occupiers of the Development and the Manager shall encourage them to participate in such activities with a view to improving the environmental conditions of the Development.

- (c) The Manager shall make the Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes.
- (d) The Manager may make the 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.

18. The Registered Owner shall at his own cost and expenses compile for the reference of the Owners and the Manager a schedule and the Maintenance Manual of Works and Installations setting out the following details:

- (a) As-built record plans of the Development and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (b) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (c) Recommended maintenance strategy and procedures;
- (d) A list of items of the Works and Installations requiring routine maintenance;
- (e) Recommended frequency of routine maintenance inspection;
- (f) Checklist and typical inspection record sheets for routine maintenance inspection; and

- (g) Recommended maintenance cycle of the Works and Installations.
19. The Registered Owner shall within one month from the date of this Deed deposit into the management office of the Development, a full copy of the Maintenance Manual of Works and Installations, and the same shall be made available for inspection by the Owners free of charge. The Owners shall be entitled to have a copy of the same at their own expenses and subject to the payment of reasonable copying charges. All charges received must be credited to the relevant Special Fund. The Maintenance Manual of Works and Installations and the items mentioned in the Sixth Schedule hereto will be subject to revision from time to time as may be necessary. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the items in the Sixth Schedule hereto and also the Maintenance Manual of Works and Installations. In such event, the Manager shall instruct a qualified professional or consultant to prepare such revisions within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed. All costs incidental to the preparation of the revisions will be paid out of the relevant Special Fund. The Manager shall deposit the revised Maintenance Manual of Works and Installations and revised Sixth Schedule in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the relevant Special Fund.
20. (a) No Owner (including the Registered Owner) may convert any of the Common Areas or the Common Facilities to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the approval must be credited to the relevant Special Fund.
- (b) No Owner (including the Registered Owner) shall have the right to convert or designate any of his own areas or facilities as Common Areas or Common Facilities 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 or the Common Facilities to his own use or for his own benefit.

21. The Registered Owner shall at its own cost deposit a full copy of the slope maintenance manual, if any, in the management office within one month from the date of this Deed for inspection by the Owners free of charge and taking copies upon payment of a reasonable charge. All charges received must be credited to the relevant Special Fund.
22. The Registered Owner shall deposit a copy of Schedules 7 and 8 to the BMO (English and Chinese versions) in the management office for reference by the 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 relevant Special Fund.
23. Notwithstanding anything to the contrary herein contained and for the avoidance of doubt, in the event of any portion or portions of the Non-building Area forming part of a Flat or a House to which the Undivided Shares are allotted, the Owner of such Flat or such House shall at his own cost and expense be responsible to repair and maintain such portion or portions and make good all damages arising therefrom in accordance with Special Condition No.(12) of the Government Grant and this Deed.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

- (a) Government Grant : Conditions of Sale No.20118;
- (b) Parties : Panatiff Limited of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part;
- (c) Date : 3rd November 2010;
- (d) Term : 50 years from 3rd November 2010;
- (e) Lot Number : New Kowloon Inland Lot No.6493.

THE SECOND SCHEDULE ABOVE REFERRED TO

Part I

Summary of Allocation of Undivided Shares

Residential Towers

| Tower 1 | Flat A | Flat B | Flat C | Flat D | Flat E | Sub-Total | |
|------------------------|--------------------|--------------------|--------------------|--------------------|--------|-----------|------------------|
| 10 th Floor | 1,803 ^⑩ | 1,799 ^⑩ | 1,438 ^⑥ | 1,755 ^⑬ | X | 45,443 | |
| 9 th Floor | 1,597 ^④ | 1,597 ^④ | 1,251 ^⑤ | 1,509 ^① | | | |
| 8 th Floor | 1,864 ^⑭ | 1,864 ^⑭ | 1,422 ^① | 1,509 ^① | | | |
| 7 th Floor | 1,864 ^⑭ | 1,864 ^⑭ | 1,422 ^① | 1,509 ^① | | | |
| 6 th Floor | 1,864 ^⑭ | 1,864 ^⑭ | 1,414 ^① | 1,509 ^① | | | |
| 5 th Floor | 1,864 ^⑭ | 1,841 ^⑪ | 1,377 ^⑫ | 1,509 ^① | | | |
| 3 rd Floor | X | | | 1,863 ^① | | | |
| 2 nd Floor | | | | 1,750 ^① | | | 508 ^③ |
| 1 st Floor | | | | 1,524 ^① | | | 489 ^② |

| Tower 2 | Flat A | Flat B | Flat C | Sub-Total |
|------------------------|--------------------|--------------------|--------------------|-----------|
| 10 th Floor | 1,314 ^⑬ | 1,580 ^⑩ | 1,597 ^⑯ | 34,598 |
| 9 th Floor | 1,105 ^① | 1,407 ^④ | 1,432 ^⑭ | |
| 8 th Floor | 1,232 ^① | 1,396 ^① | 1,432 ^⑭ | |
| 7 th Floor | 1,232 ^① | 1,396 ^① | 1,432 ^⑭ | |
| 6 th Floor | 1,232 ^① | 1,388 ^① | 1,432 ^⑭ | |
| 5 th Floor | 1,232 ^① | 1,388 ^① | 1,434 ^⑭ | |
| 3 rd Floor | 1,232 ^① | 1,427 ^① | 1,434 ^⑭ | |
| 2 nd Floor | 790 ^③ | 1,427 ^① | 1,432 ^⑭ | |
| 1 st Floor | 777 ^② | X | | |

| Tower 3 | Flat A | Flat B | Flat C | Sub-Total |
|------------------------|--------------------|--------------------|------------------|-----------|
| 10 th Floor | 1,680 ^⑬ | 1,279 ^⑬ | 844 ^① | 26,400 |
| 9 th Floor | 1,446 ^① | 1,028 ^① | 843 ^① | |
| 8 th Floor | 1,446 ^① | 1,028 ^① | 843 ^① | |
| 7 th Floor | 1,446 ^① | 1,028 ^① | 843 ^① | |
| 6 th Floor | 1,051 ^① | 796 ^① | 843 ^① | |
| 5 th Floor | 1,051 ^① | 777 ^① | X | |
| 3 rd Floor | 931 ^③ | 581 ^① | | |
| 2 nd Floor | 1,447 ^① | 1,028 ^① | 843 ^① | |
| 1 st Floor | 1,446 ^① | 1,017 ^⑦ | 835 ^⑦ | |

| Tower 5 | Flat A | Flat B | Flat C | Flat D | Flat E | Sub-Total |
|------------------------|--------------------|--------------------|------------------|--------------------|--------------------|-----------|
| 10 th Floor | 1,864 ^⑯ | 1,924 ^⑯ | 862 ^① | 1,684 ^⑬ | 1,580 ^⑬ | 68,217 |
| 9 th Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 1,465 ^① | 1,395 ^① | |
| 8 th Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 1,465 ^① | 1,395 ^① | |
| 7 th Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 1,465 ^① | 1,395 ^① | |
| 6 th Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 833 ^① | 1,395 ^① | |
| 5 th Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 833 ^① | 1,395 ^① | |
| 3 rd Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 833 ^① | 1,395 ^① | |
| 2 nd Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 1,465 ^① | 1,395 ^① | |
| 1 st Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 1,465 ^① | 1,395 ^① | |
| Ground Floor | 1,664 ^⑧ | 1,619 ^⑧ | X | 1,585 ^⑨ | 1,379 ^⑨ | |

Residential Houses

| | A | B | C | D | E | Sub-Total |
|-------|--------------------|--------------------|--------------------|--------------------|--------------------|-----------|
| House | 4,534 ^⑰ | 4,412 ^⑰ | 3,490 ^⑰ | 3,441 ^⑰ | 3,486 ^⑰ | 19,363 |

- ① with non-structural prefabricated external wall, balcony, utility platform and bay window (applicable to Flat C, 6/F to 8/F and Flat D, 1/F to 9/F, Tower 1; Flat A, 3/F to 9/F and Flat B, 2/F to 8/F, Tower 2; Flat A, 1/F to 2/F and 5/F to 9/F, Flat B, 2/F to 9/F and Flat C, 2/F to 10/F (except 3/F and 5/F), Tower 3; and Flat C, 1/F to 10/F and Flats D and E, 1/F to 9/F, Tower 5)
- ② with non-structural prefabricated external wall, flat roof and bay window (applicable to Flat E, 1/F, Tower 1; and Flat A, 1/F, Tower 2)
- ③ with non-structural prefabricated external wall, balcony and bay window (applicable to Flat E, 2/F, Tower 1; Flat A, 2/F, Tower 2; and Flat A, 3/F, Tower 3)
- ④ with curtain wall, balcony, utility platform and flat roof (applicable to Flats A and B, 9/F, Tower 1; and Flat B, 9/F, Tower 2)

- ⑤ with curtain wall, utility platform and flat roof (applicable to Flat C, 9/F, Tower 1)
- ⑥ with curtain wall, utility platform, roof and stairhood (applicable to Flat C, 10/F, Tower 1)
- ⑦ with non-structural prefabricated external wall, balcony and flat roof and bay window (applicable to Flats B and C, 1/F, Tower 3)
- ⑧ with non-structural prefabricated external wall, curtain wall, flat roof, garden and bay window (applicable to Flats A and B, G/F, Tower 5)
- ⑨ with non-structural prefabricated external wall, garden and bay window (applicable to Flats D and E, G/F, Tower 5)
- ⑩ with curtain wall, balcony, utility platform, roof and stairhood (applicable to Flats A and B, 10/F, Tower 1; and Flat B, 10/F, Tower 2)
- ⑪ with non-structural prefabricated external wall, curtain wall, balcony and utility platform (applicable to Flat B, 5/F, Tower 1)
- ⑫ with non-structural prefabricated external wall, utility platform, flat roof and bay window (applicable to Flat C, 5/F, Tower 1)
- ⑬ with non-structural prefabricated external wall, balcony, utility platform, roof, stairhood and bay window (applicable to Flat D, 10/F, Tower 1; Flat A, 10/F, Tower 2; Flats A and B, 10/F, Tower 3; and Flats D and E, 10/F, Tower 5)
- ⑭ with non-structural prefabricated external wall, curtain wall, balcony, utility platform and bay window (applicable to Flat A, 5/F to 8/F and Flat B, 6/F to 8/F, Tower 1; Flat C, 2/F to 9/F, Tower 2; and Flats A and B, 1/F to 9/F, Tower 5)
- ⑮ with non-structural prefabricated external wall, curtain wall, flat roof and bay window (applicable to Flat C, 1/F, Tower 2)
- ⑯ with non-structural prefabricated external wall, curtain wall, balcony, utility platform, roof, stairhood and bay window (applicable to Flat C, 10/F, Tower 2; and Flats A and B, 10/F, Tower 5)
- ⑰ with curtain wall, balcony, stairhood, garden, roof, swimming pool and pool deck (applicable to Houses A to E)

Carpark

| | Motor Car Parking Space No. | | Sub-Total |
|------------------|--|--------------------|-----------|
| Basement 1 Floor | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 and 56 | at 125 shares each | 16,375 |
| Basement 2 Floor | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75 and 76 | at 125 shares each | |

| | Accessible Parking Space No. | | Sub-Total |
|------------------|---------------------------------|-----|-----------|
| Basement 1 Floor | 55 | 175 | 175 |

| | Motor Cycle Parking Space No. | | Sub-Total |
|------------------|---|-------------------|-----------|
| Basement 1 Floor | M1 and M2 | at 24 shares each | 312 |
| Basement 2 Floor | M1, M2, M3, M4, M5, M6, M7, M8, M9, M10 and M11 | at 24 shares each | |

Communal Areas and Facilities

| | | Sub-Total |
|-------------------------------|--|-----------|
| Communal Areas and Facilities | | 1,000 |

Total Undivided Shares

| | | |
|-------------------------------|--|---------|
| Residential Portion | 45,443+34,598+26,400+ 68,217+19,363 | 194,021 |
| Carpark | 16,375 + 175 + 312 | 16,862 |
| Communal Areas and Facilities | | 1,000 |

Total Undivided Shares : 211,883 Shares

Notes:-

- (i) There are no designation of 4th Floor of Towers 1, 2, 3 and 5;
- (ii) There is no designation of Tower 4;
- (iii) There is no Flat A to C on 1st Floor to 3rd Floor and Flat E on 3/F to 10/F in Tower 1;
- (iv) There is no Flat B on 1st Floor in Tower 2;
- (v) There is no Flat C on 3rd Floor to 5th Floor in Tower 3;
- (vi) There is no Flat C on Ground Floor in Tower 5; and
- (vii) All flats of all towers comprise air-conditioning platform except :
 1. Flat E on 1st Floor, Flat E on 2nd Floor and Flats A, B, C and D on 10th Floor of Tower 1;
 2. Flat B on 9th Floor and Flats A and B on 10th Floor of Tower 2;
 3. Flat A on 3rd Floor, Flats C on 1st Floor, 2nd Floor, 6th Floor, 7th Floor, 8th Floor and 9th Floor and Flats A and B on 10th Floor of Tower 3; and
 4. Flat D on Ground Floor and Flats A, B, D and E on 10th Floor of Tower 5.

Part II

Summary of Allocation of Management Shares

Residential Towers

| Tower 1 | Flat A | Flat B | Flat C | Flat D | Flat E | Sub-Total | |
|------------------------|--------------------|--------------------|--------------------|--------------------|--------|-----------|------------------|
| 10 th Floor | 1,803 ^⑩ | 1,799 ^⑩ | 1,438 ^⑥ | 1,755 ^⑬ | X | 45,443 | |
| 9 th Floor | 1,597 ^④ | 1,597 ^④ | 1,251 ^⑤ | 1,509 ^① | | | |
| 8 th Floor | 1,864 ^⑭ | 1,864 ^⑭ | 1,422 ^① | 1,509 ^① | | | |
| 7 th Floor | 1,864 ^⑭ | 1,864 ^⑭ | 1,422 ^① | 1,509 ^① | | | |
| 6 th Floor | 1,864 ^⑭ | 1,864 ^⑭ | 1,414 ^① | 1,509 ^① | | | |
| 5 th Floor | 1,864 ^⑭ | 1,841 ^⑪ | 1,377 ^⑫ | 1,509 ^① | | | |
| 3 rd Floor | X | | | 1,863 ^① | | | |
| 2 nd Floor | | | | 1,750 ^① | | | 508 ^③ |
| 1 st Floor | | | | 1,524 ^① | | | 489 ^② |
| | | | | | | | |

| Tower 2 | Flat A | Flat B | Flat C | Sub-Total |
|------------------------|--------------------|--------------------|--------------------|-----------|
| 10 th Floor | 1,314 ^⑬ | 1,580 ^⑩ | 1,597 ^⑬ | 34,598 |
| 9 th Floor | 1,105 ^① | 1,407 ^④ | 1,432 ^⑭ | |
| 8 th Floor | 1,232 ^① | 1,396 ^① | 1,432 ^⑭ | |
| 7 th Floor | 1,232 ^① | 1,396 ^① | 1,432 ^⑭ | |
| 6 th Floor | 1,232 ^① | 1,388 ^① | 1,432 ^⑭ | |
| 5 th Floor | 1,232 ^① | 1,388 ^① | 1,434 ^⑭ | |
| 3 rd Floor | 1,232 ^① | 1,427 ^① | 1,434 ^⑭ | |
| 2 nd Floor | 790 ^③ | 1,427 ^① | 1,432 ^⑭ | |
| 1 st Floor | 777 ^② | X | | |

| Tower 3 | Flat A | Flat B | Flat C | Sub-Total |
|------------------------|--------------------|--------------------|------------------|-----------|
| 10 th Floor | 1,680 ^⑬ | 1,279 ^⑬ | 844 ^① | 26,400 |
| 9 th Floor | 1,446 ^① | 1,028 ^① | 843 ^① | |
| 8 th Floor | 1,446 ^① | 1,028 ^① | 843 ^① | |
| 7 th Floor | 1,446 ^① | 1,028 ^① | 843 ^① | |
| 6 th Floor | 1,051 ^① | 796 ^① | 843 ^① | |
| 5 th Floor | 1,051 ^① | 777 ^① | X | |
| 3 rd Floor | 931 ^③ | 581 ^① | | |
| 2 nd Floor | 1,447 ^① | 1,028 ^① | 843 ^① | |
| 1 st Floor | 1,446 ^① | 1,017 ^⑦ | 835 ^⑦ | |

| Tower 5 | Flat A | Flat B | Flat C | Flat D | Flat E | Sub-Total |
|------------------------|--------------------|--------------------|------------------|--------------------|--------------------|-----------|
| 10 th Floor | 1,864 ^⑯ | 1,924 ^⑯ | 862 ^① | 1,684 ^⑬ | 1,580 ^⑬ | 68,217 |
| 9 th Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 1,465 ^① | 1,395 ^① | |
| 8 th Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 1,465 ^① | 1,395 ^① | |
| 7 th Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 1,465 ^① | 1,395 ^① | |
| 6 th Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 833 ^① | 1,395 ^① | |
| 5 th Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 833 ^① | 1,395 ^① | |
| 3 rd Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 833 ^① | 1,395 ^① | |
| 2 nd Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 1,465 ^① | 1,395 ^① | |
| 1 st Floor | 1,634 ^⑭ | 1,638 ^⑭ | 862 ^① | 1,465 ^① | 1,395 ^① | |
| Ground Floor | 1,664 ^⑧ | 1,619 ^⑧ | X | 1,585 ^⑨ | 1,379 ^⑨ | |

Residential Houses

| | A | B | C | D | E | Sub-Total |
|-------|--------------------|--------------------|--------------------|--------------------|--------------------|-----------|
| House | 4,534 ^⑰ | 4,412 ^⑰ | 3,490 ^⑰ | 3,441 ^⑰ | 3,486 ^⑰ | 19,363 |

- ① with non-structural prefabricated external wall, balcony, utility platform and bay window (applicable to Flat C, 6/F to 8/F and Flat D, 1/F to 9/F, Tower 1; Flat A, 3/F to 9/F and Flat B, 2/F to 8/F, Tower 2; Flat A, 1/F to 2/F and 5/F to 9/F, Flat B, 2/F to 9/F and Flat C, 2/F to 10/F (except 3/F and 5/F), Tower 3; and Flat C, 1/F to 10/F and Flats D and E, 1/F to 9/F, Tower 5)
- ② with non-structural prefabricated external wall, flat roof and bay window (applicable to Flat E, 1/F, Tower 1; and Flat A, 1/F, Tower 2)
- ③ with non-structural prefabricated external wall, balcony and bay window (applicable to Flat E, 2/F, Tower 1; Flat A, 2/F, Tower 2; and Flat A, 3/F, Tower 3)
- ④ with curtain wall, balcony, utility platform and flat roof (applicable to Flats A and

- B, 9/F, Tower 1; and Flat B, 9/F, Tower 2)
- ⑤ with curtain wall, utility platform and flat roof (applicable to Flat C, 9/F, Tower 1)
 - ⑥ with curtain wall, utility platform, roof and stairhood (applicable to Flat C, 10/F, Tower 1)
 - ⑦ with non-structural prefabricated external wall, balcony and flat roof and bay window (applicable to Flats B and C, 1/F, Tower 3)
 - ⑧ with non-structural prefabricated external wall, curtain wall, flat roof, garden and bay window (applicable to Flats A and B, G/F, Tower 5)
 - ⑨ with non-structural prefabricated external wall, garden and bay window (applicable to Flats D and E, G/F, Tower 5)
 - ⑩ with curtain wall, balcony, utility platform, roof and stairhood (applicable to Flats A and B, 10/F, Tower 1; and Flat B, 10/F, Tower 2)
 - ⑪ with non-structural prefabricated external wall, curtain wall, balcony and utility platform (applicable to Flat B, 5/F, Tower 1)
 - ⑫ with non-structural prefabricated external wall, utility platform, flat roof and bay window (applicable to Flat C, 5/F, Tower 1)
 - ⑬ with non-structural prefabricated external wall, balcony, utility platform, roof, stairhood and bay window (applicable to Flat D, 10/F, Tower 1; Flat A, 10/F, Tower 2; Flats A and B, 10/F, Tower 3; and Flats D and E, 10/F, Tower 5)
 - ⑭ with non-structural prefabricated external wall, curtain wall, balcony, utility platform and bay window (applicable to Flat A, 5/F to 8/F and Flat B, 6/F to 8/F, Tower 1; Flat C, 2/F to 9/F, Tower 2; and Flats A and B, 1/F to 9/F, Tower 5)
 - ⑮ with non-structural prefabricated external wall, curtain wall, flat roof and bay window (applicable to Flat C, 1/F, Tower 2)
 - ⑯ with non-structural prefabricated external wall, curtain wall, balcony, utility platform, roof, stairhood and bay window (applicable to Flat C, 10/F, Tower 2; and Flats A and B, 10/F, Tower 5)
 - ⑰ with curtain wall, balcony, stairhood, garden, roof, swimming pool and pool deck (applicable to Houses A to E)

Carpark

| | Motor Car Parking Space No. | | Sub-Total |
|------------------|--|--------------------|-----------|
| Basement 1 Floor | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 and 56 | at 125 shares each | 16,375 |
| Basement 2 Floor | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75 and 76 | at 125 shares each | |

| | Accessible Parking Space No. | | Sub-Total |
|------------------|---------------------------------|-----|-----------|
| Basement 1 Floor | 55 | 175 | 175 |

| | Motor Cycle Parking Space No. | | Sub-Total |
|------------------|---|-------------------|-----------|
| Basement 1 Floor | M1 and M2 | at 24 shares each | 312 |
| Basement 2 Floor | M1, M2, M3, M4, M5, M6, M7, M8, M9, M10 and M11 | at 24 shares each | |

Communal Areas and Facilities

| | | Sub-Total |
|-------------------------------|--|-----------|
| Communal Areas and Facilities | | Nil |

Total Management Shares

| | | |
|-------------------------------|--|---------|
| Residential Portion | 45,443+34,598+26,400+ 68,217+19,363 | 194,021 |
| Carpark | 16,375 + 175 + 312 | 16,862 |
| Communal Areas and Facilities | | Nil |

Total Management Shares : 210,883 Shares

Notes:-

- (i) There are no designation of 4th Floor of Towers 1, 2, 3 and 5;
- (ii) There is no designation of Tower 4;
- (iii) There is no Flat A to C on 1st Floor to 3rd Floor and Flat E on 3/F to 10/F in Tower 1;
- (iv) There is no Flat B on 1st Floor in Tower 2;
- (v) There is no Flat C on 3rd Floor to 5th Floor in Tower 3;
- (vi) There is no Flat C on Ground Floor in Tower 5; and
- (vii) All flats of all towers comprise air-conditioning platform except :
 1. Flat E on 1st Floor, Flat E on 2nd Floor and Flats A, B, C and D on 10th Floor of Tower 1;
 2. Flat B on 9th Floor and Flats A and B on 10th Floor of Tower 2;
 3. Flat A on 3rd Floor, Flats C on 1st Floor, 2nd Floor, 6th Floor, 7th Floor, 8th Floor and 9th Floor and Flats A and B on 10th Floor of Tower 3; and
 4. Flat D on Ground Floor and Flats A, B, D and E on 10th Floor of Tower 5.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH UNDIVIDED SHARE AND THE UNIT HELD THEREWITH

(a) Flat

Owner of each Flat shall have the benefit of the following easements, rights and privileges subject to this Deed and the General Rules as herein provided :-

- (i) Full right and liberty for the Owner his tenants, servants, agents, lawful occupants and licensees (in common with all other persons having the like right) to go pass and repass over and along the Development Common Areas, the Residential Towers Common Areas and the Residential Common Areas and to use the Development Common Services Facilities, the Residential Towers Common Services Facilities and the Residential Common Services Facilities for all purposes connected with the proper use and enjoyment of his Flat;
- (ii) The right to subjacent and lateral support from the foundations and all other parts of the Land and the Development;
- (iii) The free and uninterrupted passage and running of water, sewage, gas and electricity from and to the Flat owned by the Owner through the sewers, drains, water-courses, ducts, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Development for the proper use and enjoyment thereof;

- (iv) All other rights, rights of way, privileges, easements and appurtenances belonging or appertaining thereto (if any);
- (v) The right in common with all Owners to use the roof of or in the Development (except those in House) for escape in the event of fire or emergency only; and
- (vi) The right and liberty for the Owner his tenants servants agents, lawful occupants and licensees (in common with all other persons having the like right) to go pass and repass over and along and to use the Carpark Common Areas for the purpose of gaining access to the Communal Areas and Facilities for repairing and maintaining any structures facilities, equipment or fixture serving his Flat but not further or otherwise.

(b) House

Owner of each House shall have the benefit of the following easements, rights and privileges subject to this Deed and the General Rules as herein provided :-

- (i) Full right and liberty for the Owner his tenants, servants, agents, lawful occupants and licensees (in common with all other persons having the like right) to go pass and repass over and along the Development Common Areas, the Residential Houses Common Areas and the Residential Common Areas and to use the Development Common Services Facilities, the Residential Houses Common Services Facilities and the Residential Common Services Facilities for all purposes connected with the proper use and enjoyment of his House;
- (ii) The right to subjacent and lateral support from the

foundations and all other parts of the Land and the Development;

- (iii) The free and uninterrupted passage and running of water, sewage, gas and electricity from and to the House owned by the Owner through the sewers, drains, water-courses, ducts, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Development for the proper use and enjoyment thereof;
- (iv) All other rights, rights of way, privileges, easements and appurtenances belonging or appertaining thereto (if any);
- (v) The right in common with all Owners to use the roof of or in the Development (except those roof(s) in House) for escape in the event of fire or emergency only; and
- (vi) The right and liberty for the Owner his tenants servants agents, lawful occupants and licensees (in common with all other persons having the like right) to go pass and repass over and along and to use the Carpark Common Areas for the purpose of gaining access to the Communal Areas and Facilities for repairing and maintaining any structures facilities, equipment or fixture serving his House but not further or otherwise.

(c) Carpark Unit

Owner of each Carpark Unit shall have the benefit of the following easements, rights and privileges subject to this Deed and the General Rules as herein provided :-

- (i) Full right and liberty for the Owner his tenants, servants, agents, lawful occupants and licensees (in common with

all other persons having the like right) to go pass and repass over and along the Development Common Areas and the Carpark Common Areas and to use the Development Common Services Facilities and the Carpark Common Services Facilities for all purposes connected with the proper use and enjoyment of his Carpark Unit;

- (ii) The right to subjacent and lateral support from the foundations and all other parts of the Land and the Development;
- (iii) The free and uninterrupted passage and running of water, sewage, gas and electricity from and to the Carpark Unit owned by the Owner through the sewers, drains, water-courses, ducts, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Development for the proper use and enjoyment thereof;
- (iv) All other rights, rights of way, privileges, easements and appurtenances belonging or appertaining thereto (if any); and
- (v) The right in common with all Owners to use the roof of or in the Development (except those roof in House) for escape in the event of fire or emergency only.

2. **EASEMENTS RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE AND THE UNIT HELD THEREWITH IS HELD**

- (a) Flat
 - (i) Full right and privilege for the Manager with or without

agents surveyors workmen and others on reasonable notice (except in case of emergency) to enter into and upon each Flat for the purposes of carrying out necessary repair maintenance to the Land and the Development or any part thereof or the Common Areas (including finishing on outer surface of the non-structural prefabricated external walls) and/or the Common Facilities PROVIDED THAT all such work shall be carried out with due despatch causing as little disturbance as possible and the Manager carrying out the said works shall make good all damage thereby caused.

(ii) Easements rights and privileges over along and through the Flat equivalent to those set forth in items (ii) to (v) of Clause 1(a) of this Third Schedule.

(b) House

(i) Full right and privilege for the Manager with or without agents surveyors workmen and others on reasonable notice (except in case of emergency) to enter into and upon each House for the purposes of carrying out necessary repair maintenance to the Land and the Development or any part thereof or the Common Areas and/or the Common Facilities PROVIDED THAT all such work shall be carried out with due dispatch causing as little disturbance as possible and the Manager carrying out the said works shall make good all damage thereby caused.

(ii) Easements rights and privileges over along and through the House equivalent to those set forth in items (ii) to (v) of Clause 1(b) of this Third Schedule.

(c) Carpark Unit

- (i) Full right and privilege for the Manager with or without agents surveyors workmen and others on reasonable notice (except in case of emergency) to enter into and upon each Carpark Unit for the purposes of carrying out necessary repair maintenance to the Land and the Development or any part thereof or the Common Areas and/or the Common Facilities PROVIDED THAT all such work shall be carried out with due dispatch causing as little disturbance as possible and the Manager carrying out the said works shall make good all damage thereby caused.
- (ii) Easements rights and privileges over along and through the Carpark Unit equivalent to those set forth in items (ii) to (v) of Clause 1(c) of this Third Schedule.

(d) House and Flat

- (i) Full right and privilege for the Manager to maintain, repair, operate, temporarily install, move and have access to, over and/or on the roof or flat roof, the cleaning gondola, davit arm system (for gondola), other equipment or device of management (collectively referred to as “gondola” which expression shall include all brackets, hinges, posts or other related equipment) to service, maintain, repair, renovate, decorate or improve any part of the exterior of the Development or any part thereof provided that prior reasonable notice shall be given to the relevant Owner for the Manager, its agents, contractors and authorised person to enter upon the flat roof or roof for the purpose of operating, installing, keeping, repairing, storing and / or parking the gondola and in this connection shall have the right to temporarily fence off the relevant

part of the roof(s) or flat roof or garden on giving prior reasonable notice to the relevant Owner Provided That the Manager in exercising any of its aforesaid rights shall cause as little disturbance as reasonably practicable and shall make good any damage caused thereby.

3. EXCLUSION OF CERTAIN RIGHTS

The Owners shall have no right to enter upon any part of the Land or the Development save as herein expressly provided, it being understood that all work necessary for the maintenance of the Land and the Development shall be carried out by the Manager who shall have the right to enter upon any part of the Land and the Development for that purpose as herein provided.

THE FOURTH SCHEDULE ABOVE REFERRED TO

**COVENANTS, PROVISIONS AND RESTRICTIONS TO BE
OBSERVED AND PERFORMED BY THE OWNERS**

1. PROVISIONS APPLICABLE TO ALL OWNERS

The Owners shall at all times during the subsistence of this Deed be bound by and observe and perform the covenants and provisions and restrictions hereinafter contained, namely :-

- (a) Every assignment of any Undivided Shares in the Land and the Development shall contain an express covenant by the Purchaser thereof to notify the Manager of any change of ownership within one month from the date of such assignment;
- (b) Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description from time to time payable in respect of the Unit(s) owned by him and shall indemnify the other Owners from and against all liability therefor;
- (c)
 - (i) Each Owner shall pay to the Manager on the due date the monthly contributions to the Management Expenses, the Manager's Remuneration and all other sums as herein provided; and
 - (ii) Each Owner shall pay to the Manager all costs lawfully incurred or to be incurred by it in carrying out such maintenance and repair and any other works mentioned in Clause 1(ss) of Sub-section B of Section III hereof;
 - (iii) Each Owner shall pay further periodic contributions to the Special Fund of such amount and at such time as

determined by a resolution of the Owners at an Owners' meeting convened under this Deed from time to time.

- (d) (i) None of the parties hereto shall :-
- (1) make any structural alterations to the Unit of which he is entitled to the sole and exclusive use, occupation and enjoyment which will interfere with or affect the rights of other Owners; or
 - (2) make any alteration to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or gas; or
 - (3) cut or damage any of the main walls or beams or floors of the Land and the Development.
- (ii) Subject to the provisions of this Deed, each Owner may at his own expense make non-structural improvements, installations, fixtures and decorations inside his Unit PROVIDED THAT such improvements, installations, fixtures and decorations can be removed without any structural alterations and shall not cause any structural damage or interfere with the enjoyment of other parts of the Land and the Development;
- (e) Neither any Owner nor the Manager shall make any structural alteration to any part of the Land or the Development which will interfere with or affect the rights of other Owners or may damage or affect or interfere with the use and enjoyment of any other parts of the Land or the Development whether in separate or common occupation and no Owner shall cut, maim, damage or injure the main walls beams or floors or any part of the Land and the Development its equipment apparatus and services or do anything whereby the structural strength of the Land or the Development

may be affected. Nothing herein contained shall prevent any Owner from taking legal action against another Owner in this respect;

- (f) No Owner of any House or Flat of which roof(s) and/or canopy(ies) or flat roof(s) forming part shall erect or construct any walls, partitions or other structures permanent or temporary (save and except guard railings or walls installed for safety reasons) so that any roof and/or canopy or flat roof shall be enclosed or partitioned in whole or in part. The other Owners may use such roof and/or canopy or flat roof only for escape in the event of fire or emergency;
- (g) No Owner shall permit or suffer to be done any act or thing in contravention of the covenants terms and conditions contained in the Government Grant or the Occupation Permit in respect of the Land and the Development;
- (h) No Owner shall store or permit or suffer to be stored in his Unit or other area within the Land and the Development any hazardous dangerous or combustible goods or materials except such as may be reasonably required for the purpose of cooking and heating complying in all respects with the regulations of the Fire Services Ordinance or any relevant regulations and Ordinances for the time being in force;
- (i) No Owner shall do or permit or suffer to be done anything whereby any insurance of the Land and the Development or any part or parts thereof against fire or other risks may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and in the event of any breach of this Sub-clause by any Owner in addition to any other liability incurred thereby such defaulting Owner shall indemnify the other Owners and the Manager against any increased or additional premium which may be required for continuing or keeping up such

insurance by reason of any act or default on his part and in the event of any Unit or any parts of the Land and the Development being damaged or destroyed at any time by any cause against which the risk(s) shall have been insured and the insurance money under any insurance effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default on the part of the defaulting Owner then and in every such case the defaulting Owner shall on demand pay to the other Owners the whole or (as the case may require) a fair proportion of the cost of completing rebuilding or reinstating the same;

- (j) No Owner shall use or permit or suffer any Unit to be used for any purpose except in accordance with the user permitted under the Government Grant and designated by the Occupation Permit and in accordance with any applicable building regulations, Government permits, consents or requirements from time to time applicable thereto;
- (k) No Owner shall use his Unit or other parts of the Land and the Development for any illegal, unlawful or immoral purpose nor shall any Owner do or permit to be done anything therein or thereupon which may create unnecessary noise or which may be or become a nuisance or annoyance or cause damage or inconvenience to the other Owners of the Land and the Development or occupiers of any neighbouring premises;
- (l) 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 the act or negligence of such Owner or his occupier of that part of the Land and the Development of which he is the Owner or any person using the same with his consent express or implied or by, or through, or in any way owing to the defective condition thereof or the overflow of water therefrom or

the escape of fumes, smoke or anything else therefrom;

- (m) Each Owner shall be responsible to the Manager and the other Owners for the time being for the acts and omissions of all persons occupying that part of the Land and the Development of which he is the Owner or using the same with his consent, express or implied and to 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 which the Manager is responsible to make good or repair pursuant to its powers and duties hereunder, such costs charges and expenses shall be recoverable by the Manager as hereinbefore provided and in the case of loss or damage suffered by other Owners or occupiers of the Land and the Development 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 sustaining the loss or damage;
- (n) Each Owner shall keep and maintain the interior of that part of the Land and the Development (including the balcony and utility platform which form part of the Green and Innovative Features) in respect of which he is entitled to the exclusive possession use occupation and enjoyment in good clean repair and condition and in such a manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part of the Land and the Development;
- (o) No Owner shall incumber, obstruct or place anything in or to occupy the Communal Areas and Facilities nor shall any refuse or other matter or thing be placed or left thereon nor shall any part of the Communal Areas and Facilities be used for any business or private purpose;
- (p) No Owner shall do anything in the Communal Areas and Facilities

which may be a nuisance or annoyance to the Owners and occupiers of the Land and the Development;

- (q) No Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the lift, machine room, public lighting, transformer room (if any), pump rooms, pumps, apparatus, services (save and except those which form part of any Unit) without the prior written consent of the Manager;
- (r) No Owner shall attach connect or hang any radio or television aerial or satellite discs, if any, or other similar devices on or from the exterior of the Development except in such parts thereof as the Manager shall approve or direct and in accordance with the Rules;
- (s) No Owner shall permit or suffer to be erected installed or attached in or on or at the door or entrance to any part of the Development of which he is the Owner any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance from time to time in force or which may in any way impede the free and uninterrupted passage over, through and along any of the staircases, corridors, entrances, exits and other parts of the Communal Areas and Facilities;
- (t) No Owner shall paint, change or alter the roof, flat roof, external walls including the non-structural prefabricated external wall and the curtain wall erected on the external walls and the finishing on their outer surfaces, common entrance halls, staircases, landings, lift or passages of and in the Development or the exterior or outside of any part of the Development or any Unit (save and except the internal surfaces of the non-structural prefabricated external wall and the curtain wall erected on the external walls facing the Units and the windows which form part of any Unit) or do or permit to be done any act or thing which may or will alter the external appearance of the Development without the prior

consent in writing of the Manager;

- (u) No Owner shall affix or install any air-conditioning units or plants or any other fixtures on or upon or through the external walls of the Residential Towers and the Residential Houses other than through the apertures provided or through spaces approved by the Manager;
- (v) No Owner shall throw out discard or drop or permit to be thrown out or discarded or dropped from that part of the Development of which he is the Owner any refuse rubbish litter or other article or thing whatsoever except in the course of the proper disposal thereof and in accordance with the directions of the Manager from time to time;
- (w) No Owner shall place or permit or suffer any chattel, object, article or thing to be placed in the entrance halls, staircases, landings, or fire exits or otherwise obstruct the same or in any part of the Land and the Development not included in his Unit;
- (x) No Owner shall hang up clothing or laundry outside the Land and the Development or any part thereof other than in the spaces (if any) specifically provided therefor nor in the open spaces and other parts of the Communal Areas and Facilities;
- (y) No Owner shall do anything whereby the flush drainage or sewage system of the Land and the Development may be clogged or the efficient working thereof may be impaired;
- (z) No Owner shall dirty or damage the lift, apparatus, equipment or services;
- (aa) No Owner shall install any furnace, boiler or other plant or equipment or use any fuel in any part of the Land and the Development that might in any circumstance produce smoke

without the prior consent in writing of the Director of Environmental Protection, the Commissioner for Labour and the Manager;

- (bb) No Owner shall use the corridors, staircases, entrance halls, lift lobbies and other parts of the Communal Areas and Facilities of which he is not entitled to exclusive possession for the purpose of placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things whatsoever thereon or therein;
- (cc) All Owners shall at all times comply with the terms, covenants and conditions contained in the Government Grant and the General Rules;
- (dd) No Owner may at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Development;
- (ee) No Owner shall be entitled to use the service of caretakers and/or watchmen or other staff of the Manager for his own private business or other business;
- (ff) No Owner shall install any individual television aerial or tele-communication equipment which will protrude from any part of the Land and the Development;
- (gg) No Owner shall be allowed to keep in any Unit any dogs, cats, pets, live poultry, birds or other animal if the same has been the cause of reasonable complaints made in writing to and received by the Manager from no less than two Owners PROVIDED THAT this provision shall not apply to guide dogs accompanying blind persons;
- (hh) The Owners shall at their own expenses inspect, maintain and

carry out all necessary works for the maintenance of the Land and the Development and their own Unit including the Works and Installations and in particular if there is electrical installation that forms part of a Unit (if any) inspected, tested and certified in accordance with the relevant provisions of the Electricity (Wiring) Regulations (Cap. 406E) or any statutory amendments, modifications, enactments or re-enactments thereof or such other statutory provisions or regulations for the time being in force;

- (ii) (i) No Owner shall cause, permit, suffer or allow the balcony and the covered area beneath the balcony and the utility platform and the covered area underneath the utility platform (which form part of the Green and Innovative Features) to be enclosed in whole or in part by any material of whatsoever kind or nature above safe parapet height other than as under the Building Plans;
 - (ii) No Owner shall erect, affix or place or cause or permit or suffer or allow to be erected, affixed or placed any structure or partition of any material whether of permanent or temporary nature on any balcony or utility platform (which form part of the Green and Innovative Features) or any part thereof;
 - (iii) The Owner of any Flat or House shall keep the interior of the balcony and the utility platform and the non-structural prefabricated external walls and curtain wall (which form part of the Green and Innovative Features) in respect of which he has the right to exclusive possession in good and substantial repair and condition and shall use the same in all respects in compliance with this Deed, the Occupation Permit, the BMO and such other Ordinance, by-laws and Government regulations;
- (jj) Each Owner shall be responsible for the financial support and

maintenance of those Green and Innovative Features in respect of which he has the right to the exclusive possession or the exclusive right to the use, occupation and enjoyment;

- (kk) The Owners shall maintain at the Owners' own expenses the Green Area and the Structures as defined in and required under Special Condition No.(2)(a) of the Government Grant until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(3) of the Government Grant;
- (ll) The Owners shall keep and maintain any balconies and utility platforms (which form part of the Green and Innovative Features) in the design and layout as provided under the approved Building Plans;
- (mm) No Owner shall cause, permit, suffer or allow (i) the owners' committee office which forms part of the Development Common Areas to be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the Development; (ii) the caretaker's quarters which forms part of the Development Common Areas to be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the Development;
- (nn) No Owner shall, except with the prior written consent of the Director of Lands, erect or construct any building or structure or support for any building or structure on, over, under, above, below or within the Non-building Area other than boundary walls or fences or both; and
- (oo) No Owner shall remove or interfere with the trees growing on the Land or adjacent thereto without the prior written consent of the Director of Lands who may, in granting consent, impose such

conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

2. PROVISIONS APPLICABLE TO THE OWNERS OF RESIDENTIAL HOUSES

- (a) Owners of the Residential Houses who have a common wall adjoining their respective Houses or a wall dividing the land upon which the Houses are constructed (“the Wall”), shall each have the right to the use of the interior surface of the Wall on his side. No Owner shall use any portion of the Wall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the Wall without the written consent of the other and the written consent of the Manager. No Owner shall put structures of any kind so near to the Wall as to cause leakage of water to the other side of the Wall or as to be likely to cause the Wall to collapse. If the Wall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause, other than the act of negligence of either party, it shall be repaired or rebuilt at their joint cost and expense. No Owner shall make any alteration or addition to the exterior of the Wall without the prior written consent of the Manager.
- (b) Each Owner of the Residential Houses shall maintain his House (both interior and exterior condition), garden areas, swimming pool and all other areas or parts the exclusive possession use occupation and enjoyment of which he is entitled in good repair and condition and in such manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or their occupiers.
- (c) For the purpose of maintaining a uniform and harmonious external appearance and landscaping of the Land and the Development, and

in addition to but without prejudice to any restrictions (if any) as prescribed in other provisions of this Deed, each Owner of the Residential Houses hereby covenants that he will not do permit or suffer to be done any act or thing which may or will alter the external appearance and façade of the Houses and the landscaping features in the Land and the Development without the prior written consent of the Manager and the Manager shall have absolute discretion in determining whether or not its written consent should be given.

- (d) Without prejudice to the generality of the preceding sub-Clause (c), each Owner of the Residential Houses covenants not to do any of the following without first obtaining the Manager's approval:-
- (i) not to make any alterations or additions to the façade of their Houses;
 - (ii) not to put any canvas or awnings onto any roof decks of their Houses, other than those the colour and design of which have been approved by the Manager;
 - (iii) not to alter any structures or the positions of any external walls;
 - (iv) not to deck any voids or cover with any structure the roof or any other open areas;
 - (v) not to:-
 - (1) install any metal grille;
 - (2) build up any parapet masonry walls;
 - (3) add trellises on the roof decks; or
 - (4) install exterior lighting of any kind;other than those the designs and types of which have been approved by the Manager;

- (vi) not to enlarge or alter the colour and type of the external walls and/or windows and/or the doors of their Houses;
 - (vii) not to position any antennas or satellite dishes on the roof of their Houses other than in the position approved by the Manager;
 - (viii) not to install any canvas or other type of umbrellas other than those the colours or types of which have been approved by the Manager;
 - (ix) not to build a swimming pool whether portable or otherwise or sink a well or erect any object or structure in the ground or garden of any House;
 - (x) not to relocate, alter, damage or change any stormwater manholes, downpipes at the garden area or the enclosures to such; and
 - (xi) not to alter the provided garage gate, if any, or install any new shutter/door to such garage.
- (e) No Owner of the Residential Houses shall carry out any fitting out or decoration works on the private lift lobby and associated protected lobby which form parts of the House of that Owner to the effect that the appearance of the lift door facing the private lift lobby or any of the ancillary lift facilities installed at the area of such private lift lobby (including but not limited to all the relevant electrical and mechanical lift facilities such as the call button, the floor indicator panel) or the floor and ceiling and wall finishes and any electrical and mechanical provisions related to the private lift lobby be altered without the prior consent in writing of the Manager or any alteration to such associated protected lobby which would constitute a breach of the ordinances, by-laws, regulations and rules, codes of practice or the like for the time being in force in Hong Kong governing fire safety.

3. **PROVISIONS APPLICABLE TO THE OWNERS OF CARPARK UNITS**

- (a) All Owners of a Carpark Unit shall park their motor vehicles or motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, within their own designated spaces.
- (b) No Owner may park his motor vehicle or motor cycle in such a manner as to cause inconvenience or annoyance to the Owners of the adjoining Carpark Units within the Carpark.
- (c) No Owner may exceed the speed limit displayed in the Carpark.
- (d) All motor vehicles or motor cycles must display in a prominent position the car parking label, otherwise entry to the Carpark may be refused.
- (e) The Manager shall be entitled to refuse entry to the Carpark by any Owner who contravenes any of the Carpark Rules.
- (f) No Owner may use any Carpark Unit for the storage, display or exhibiting of motor vehicles or motor cycles for sale or otherwise.
- (g) The Motor Car Parking Spaces and Motor Cycle Parking Spaces shall not be:
 - (i) assigned except
 - (1) together with Undivided Shares in the Land giving the right of exclusive use and possession of a Flat or a House in the Development; or

- (2) to a person who is already the Owner of Undivided Shares in the Land with the right of exclusive use and possession of a Flat or a House in the Development; or
- (ii) underlet except to residents of the Flats or the Houses in the Development,

PROVIDED THAT in any event not more than three in number of the total of the Motor Car Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Flat or House in the Development.

4. PROVISIONS APPLICABLE TO THE OWNERS OF FLATS AND RESIDENTIAL HOUSES

- (a) No portion or portions of any Flat or any House shall be sold assigned mortgaged charged underlet or otherwise disposed of separately from the whole to the intent that each Flat or each House shall be owned and occupied as a single residence.
- (b) No Owner shall sell assign mortgage charge underlet or part with the possession of or otherwise dispose of any roof, flat roof, balcony, utility platform, swimming pool, or garden which form(s) part of a Flat or a House owned by him or any interest therein or enter into any agreement so to do without also and at the same time assigning mortgaging charging underletting or parting with the possession of the Undivided Shares together with the exclusive possession use occupation and enjoyment of such Flat or such House.
- (c) Each Owner shall be responsible for the financial support and maintenance of the communal sky gardens which shall have natural ventilation, greenery and recreational garden space in the Development which are provided for communal use. The said

communal sky gardens shall be for common use and benefit of the Owners of Units of the Residential Portion, residents, tenants and their visitors only.

- (d)
 - (i) The Owner of a House or Flat of which garden, lawn and/or planter form(s) part shall at his own expense landscape and plant the same with trees and shrubs and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director of Lands in accordance with Special Condition No. (11) of the Government Grant.
 - (ii) No Owner shall remove, fell, cleave, level or interfere with any tree, shrub, lawn, garden or planter within his House or Flat in breach of or contrary to the said Special Condition.
 - (iii) In the event that any tree, shrub, lawn, garden or planter within his House or Flat have been removed, felled, cleaved, levelled or interfered with by the act, omission or neglect of the Owner of such House or Flat, natural causes or any other circumstances (including those outside the control of such Owner), such Owner shall at his own expenses plant, grow and maintain the tree and/or shrub:-
 - (1) to the satisfaction of the Director of Lands (or such other competent authority); and / or
 - (2) in accordance with any requirement(s) or direction(s) as may be determined by the Manager in his sole discretion.
- (e) No Owner shall cause, permit, suffer or allow any planter, lawn and garden forming part of his House or Flat to be used other than as a planter, lawn or garden (as the case may be) in accordance with the Building Plans.

5. PROVISIONS APPLICABLE TO THE OWNERS OF FLATS

- (a) No Owner shall tamper with, remove or interfere with or permit or suffer or cause to be tampered with, removed or interfered with the windows with noise mitigation measures attached and/or fixed glazing and other such measures whether pursuant to the TNIA Report or otherwise in their respective Flat.

- (b) Each Owner shall at his own costs keep and maintain the windows with noise mitigation measures attached and/or fixed glazing and other such measures whether pursuant to the TNIA Report or otherwise forming part of his Flat (if any) in good clean repair and condition.

THE FIFTH SCHEDULE ABOVE REFERRED TO

GENERAL RULES

1. The Owners shall observe the rules and regulations (if any) from time to time in force in relation to the use of the Communal Areas and Facilities.
2. No Owner or occupier shall send any employee of the Manager out of the Land and the Development on any private business.
3. No Owner or occupier shall make or permit any disturbing noise in his Unit especially between the hours from 11:00 p.m. to 7:00 a.m. or do or permit anything to be done which will interfere with the rights comfort and convenience of other Owners and occupiers. Musical instruments may not be played nor shall wireless or recording equipment be operated between 11:00 p.m. and 7:00 a.m. in such manner so as to disturb or annoy any occupant in the Development.
4. No Owner shall permit the playing of mahjong in his Unit between 12:00 midnight and 7:00 a.m. in such manner so as to cause disturbance to the occupants in the Development.
5. No Owner or occupier or their child or children shall be allowed to play in the entrance halls, passages, stairways or lift or to ride bicycles in the Communal Areas and Facilities of the Land and the Development. Any damage to any part of the Land and the Development or discolouration to decorations caused by the acts of the child or children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.
6. Water closets and other water apparatus in any part of the Land and the Development shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any

water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused.

7. Bicycles, baby carriages or similar vehicles shall only be allowed in the lift if the greatest care against damage to the lift is exercised, and shall not be allowed to stand unattended in any passage ways or Communal Areas and Facilities of the Land and the Development.
8. No Flat or House or any part thereof shall be used for the storage of goods or merchandise except private personal belongings.
9. Any consent or approval given under these Rules by the Manager shall be revocable at any time if considered reasonable in the circumstances.
10. All complaints touching or concerning the Land and/or the Development shall be made in writing to the Manager.
11. The Manager shall have the power and right to prohibit or to remove any dogs, cats, pets, live poultry, birds or other animal found in the Land and the Development if the same has been the cause of reasonable complaints made in writing to and received by the Manager from no less than two Owners PROVIDED THAT this provision shall not apply to guide dogs accompanying blind persons.

THE SIXTH SCHEDULE ABOVE REFERRED TO

THE WORKS AND INSTALLATIONS

1. structural elements: roof feature, architectural feature, façade lighting fixtures, metal platform, metal gate;
2. external wall finishes and roofing materials: external wall tile finishes, landscape area and landscape lighting fixtures, fence wall, stone cladding/finishes;
3. fire safety elements;
4. plumbing system;
5. drainage system;
6. fire services installations and equipment;
7. electrical wiring system and installation;
8. lift installations;
9. gas supply system;
10. window installations: curtain wall, glass canopy, aluminium cladding, metal grilles;
11. central air-conditioning and ventilation system;
12. cleaning gondola and davit arm system (for gondola);
13. security system;
14. car barrier system;
15. public address system;
16. swimming pool circulation and filtration system;
17. communal aerial broadcast distribution system;
18. satellite (if any) master antenna television system;
19. indoor radio antenna system; and
20. electrical vehicle charging facilities (if any).

SEALED with the COMMON SEAL of)
PANATIFF LIMITED, the Registered)
Owner AND SIGNED by)
)
)
)
Director(s) and person(s) duly authorized)
by resolutions of the Board of Directors)
in the presence of/ whose signatory(ies))
is/ are verified by :-)

[SIGNED SEALED AND DELIVERED)
by the First Purchaser (who having been)
previously identified by production of)
Hong Kong Identity Card(s) No(s).)
)
in the presence of :-)]

INTERPRETED by :-

SEALED with the COMMON SEAL of)
TOGETHER MANGEMENT COMPANY)
LIMITED, the Manager AND SIGNED by)
)
)
)
)
Director(s) and person(s) duly authorized)
by resolutions of the Board of Directors)
in the presence of/ whose signatory(ies))
is/ are verified by :-)