

THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT is made
the 20th day of November Two Thousand and Eighteen

BETWEEN :-

- (1) **BILLION IDEAL LIMITED** (億逸有限公司) whose registered office is situate at 28th Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong (hereinafter called (the “**First Owner**” which expression shall where the context so admits or requires include its successors and assigns) of the first part;
- (2) [REDACTED] of House [REDACTED], Peak Castle, No [REDACTED] Kwun Fat Street, Tuen Mun, New Territories, Hong Kong (hereinafter called the “**Second Owner**” which expression shall where the context so admits or requires include his executors, administrators and assigns and in the case of a corporation its successors and assigns) of the second part;
- (3) **EMPEROR PROPERTY MANAGEMENT (HK) LIMITED** (英皇物業管理(香港)有限公司) whose registered office is situate at 28th Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong (hereinafter called the “**Manager**” which expression shall where the context so admits or requires include its successors for the time being appointed as manager of the Development pursuant to the provisions of this Deed) of the third part; and
- (4) **THE BANK OF EAST ASIA, LIMITED** (東亞銀行有限公司) whose registered office is situate at 10 Des Voeux Road Central, Hong Kong (hereinafter called the “**Lender**”) of the fourth part.

WHEREAS :-

- (A) Immediately prior to the assignment to the Second Owner hereinafter recited, the First Owner was the registered owner and is in possession of the Land (as hereinafter defined) and upon issue of the Certificate of Compliance (as hereinafter defined) in respect of the Land will become entitled to a government lease for the residue of the terms of 50 years commencing on the 7th day of June 2012 subject to and with the benefit of the Conditions (as hereinafter defined) and the Debenture and Mortgage (as hereinafter defined).
- (B) The First Owner has developed or is in the course of developing the Land in accordance with the Approved Plans and has constructed or is in the course of constructing thereon the Development.
- (C) For the purpose of sale, the Land and the Development have been notionally divided into 5,287th equal undivided parts or shares, the allocation of which is set out in the First Schedule hereto.

- (D) By virtue of the Debenture and Mortgage, inter alia, all the estate right title benefit and interest of and in the Land were charged to, and vested in, the Lender with effect from 5th September 2014.
- (E) By a Partial Release bearing even date hereof but executed prior to these presents and made by the Lender, the Second Owner's House (as hereinafter defined) were re-assigned released and discharged unto the First Owner freed and discharged of and from the Debenture and Mortgage.
- (F) By an Assignment bearing even date hereof and made between the First Owner of the one part and the Second Owner of the other part and for the consideration therein expressed, the First Owner assigned unto the Second Owner All those [REDACTED] equal undivided 5,287th 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 House [REDACTED]
[REDACTED] of the Development subject to and with the benefit of the Conditions (the "Second Owner's House").
- (G) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, improvement, insurance and service of the Land and the Development and for the purpose of defining and regulating the respective rights, interests and obligations of the Owners (as hereinafter defined) in respect thereof and to provide for the apportionment of the expenses of such management, maintenance, repair, renovation, improvement insurance and service to be borne by the Owners.
- (H) This Deed has been approved by the Director of Lands in accordance with Special Condition No.(20)(a) of the Conditions.
- (I) The Lender has given consent to the First Owner for the execution of this Deed.

NOW THIS DEED WITNESSETH as follows :-

SECTION I – DEFINITIONS

1.1 In this Deed including the recitals the following expressions shall have the following meanings ascribed to them except where the context otherwise permits or requires :-

“Accessible Parking Space”

The parking space in the Development for identification purposes only shown on the Level 3 Floor Plan annexed hereto marked “ACCESSIBLE PARKING SPACE”.

“Annual Meeting”

The meeting of the Owners as referred to in **Clause 7.1(a)** of this Deed.

“Approved Plans”

The general building plans prepared by the Authorized Person and approved by the Building Authority under B.D. Reference No.BD2/9205/12 and includes any approved amendments thereto.

“Authorized Person”

Choy Ka Hung of Spiral Architectural Design Limited or any other authorized person or persons as defined in section 2(1) of the Buildings Ordinance (Cap.123) of the Laws of Hong Kong for the time being appointed by the First Owner in his place.

“Caretaker's Office”

The caretaker's office in the Development for identification purposes only shown on the Level 2 Floor Plan annexed hereto and marked “CARETAKER OFFICE”.

“Certificate of Compliance”

The certificate or letter from the Director of Lands certifying that all the positive obligations of the purchaser under the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the Land.

“Common Areas and Facilities”

Include the Greenery Area, the Accessible Parking Space, the Visitors/Disabled Carpark, the Recreational Areas and Facilities, the Slopes and Retaining Walls, the Non-Building Area (not forming part of any House), landscape areas, ramp

and walkways, pavements, footbridge, driveways, emergency vehicular access turning space, entrances, staircases, landings, corridors and passages, lift lobby, refuse storage and material recovery chamber, Caretaker's Office, Owners' Committee office, fan rooms, master meter room, electrical meter rooms, water meter rooms, TBE room, ELV room, planter rooms, planter roof, air duct, fire services control room, fire service pump room, fire service inlet cabinets, sprinkler control valve cabinets, sprinkler inlet cabinets, transformer room, fresh/flushing/cleansing water pump room, street hydrant pump rooms, check meter cabinets, lavatories, main switch room, electrical switch rooms, water features, flat roofs, the foundations, columns, beams and other structural supports and elements, artificial lighting, backup emergency system, sewers, gutters, drains, watercourses, wells, pipes and ducts; planters, fire service water tanks, hose reel water tanks, sprinkler water tanks, street hydrant water tank, pumps, tanks and sanitary fittings, sewage treatment plant, effluent pump sump, chlorination tank, aerated sludge holding tank, recycling pump sump, equalization tank, final settling tank, contact aeration tank, wires, cables, electrical system, fittings, lightings, conductors, lightning pole (erected on the Recreational Areas and Facilities), development signage and/or logo, equipment and apparatus; communal television and radio aerials, systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks; gas system; air-conditioning system, ventilation system, telephone system; telephone ducts, gas pipes, electrical cable ducts, smoke vent, sprinkler control valve, sprinkler, sprinkler inlet, fire service installations and equipment, fire protection and fire-fighting systems, equipment and apparatus, water pumping connections; security systems, equipment and apparatus; lifts, lift pits (if any), lift vent and lift shafts; and any other communal areas, installations, systems, plant, equipment, apparatus, fittings, services and facilities within, 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 such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the

Building Management Ordinance (Cap.344) and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Common Areas and Facilities. Such Common Areas and Facilities (if and where capable of being shown on plans) are for identification purposes only and shown coloured Green on the plans annexed hereto, the accuracy of which is certified by the Authorized Person.

“Common Areas and Facilities Undivided Shares”

The Undivided Shares allocated to the Common Areas and Facilities.

“Conditions”

Agreement and Conditions of Sale dated the 7th day of June 2012 and registered in the Land Registry as New Grant No.21416.

“Debenture and Mortgage”

The debenture and mortgage dated 5th September 2014 and registered in the Land Registry by Memorial No.14091703400520 made in favour of the Lender.

“this Deed”

This Deed of Mutual Covenant and Management Agreement.

“Development”

The whole of the development known or intended to be known as “Peak Castle (珀居)” constructed or in the course of construction on the Land including all structures, facilities or services whatsoever installed or provided in, under, on or over the Land for the use of the development or any part thereof, including without limiting the generality of the foregoing the Non-Building Area, the Slopes and Retaining Walls, the Common Areas and Facilities, all machinery and equipment and all roads, footpaths, stairways, lifts, cables, pipes, drainage and sewage in or upon the development.

“Development Rules”

Rules governing the Development or any part thereof from time to time in force made pursuant to this Deed.

“Government”

The Government of the Hong Kong Special Administrative

Region.

“Green Area”

The areas, for identification purposes only, shown coloured green on the plan annexed to the Conditions.

“Green Stippled Black Area”

The area, for identification purposes only, shown coloured green stippled black on the plan annexed to the Conditions.

“Greenery Area”

The greenery area within the Land and the Development with details of its size, location and common access thereto for identification purposes only shown coloured yellow on the Layout of Site Coverage of Greenery plan attached hereto, the accuracy of which is certified by the Authorized Person.

“House”

Each of the fourteen (14) houses constructed on the Land for residential purposes in accordance with the Approved Plans and the Conditions and in respect of each house shall include, *inter alia*, the landscape garden(s) with swimming pool thereof, Noise Mitigation Measures, acoustic fins (for Houses Nos. 7, 8, 9, 10, 11, 12, 13, 15 and 16 only), air-conditioning plant room (if any), filtration plant room (if any), air-conditioning platform, balcony, flat roof, roof, canopy, carport (including two parking spaces with numbers as set out in each of the First Schedule and the Second Schedule hereto), skylight, stairhood, steps, lightning pole (erected on the roof of the house) and also including the entire walls enclosing the house, the fence wall of the landscape garden of a house (excluding the exterior surface, plaster and covering of the fence wall of a house which abut onto any part of the Common Areas and Facilities), lift (for House No.1 only), lift pit (for House No.1 only) and lift shaft (for House No.1 only) and all the structures and foundation thereof.

“Land”

All that piece or parcel of ground registered in the Land Registry as Tuen Mun Town Lot No.436.

“Management Expenses”

All the costs charges and expenses necessary and reasonably incurred in the management and maintenance of the Development provided in this Deed.

“Management Funds”

All monies received, recovered or held by the Manager in respect of the management of the Development pursuant to this Deed.

“Management Share”	Any of the management shares allocated to the Houses and/or Motorcycle Parking Space in accordance with the Second Schedule hereto for the purposes of calculating the contributions payable by respective Owners towards the Management Expenses of the Development.
“Manager”	Emperor Property Management (HK) Limited until its appointment is terminated and thereafter the manager for the time being appointed by the Owners in accordance with the provisions of this Deed, or in the absence of any such appointment, the Owners’ Committee when undertaking the management of the Development itself in the exercise of its powers in that behalf under this Deed.
“Manager’s Remuneration”	The remuneration paid or payable to the Manager for the services rendered by the Manager in the management of the Development in accordance with the provisions of this Deed.
“Maintain or maintain”	Includes but is not limited to inspecting, testing, repairing, upholding, supporting, rebuilding, overhauling, paving, purging, scouring, cleansing, emptying, amending, keeping, replacing, redesigning, refurbishing, renovating, improving, decorating and painting or such of the foregoing as may be applicable in the circumstances and in the interest of good development management and “ maintenance ” shall be construed accordingly,
“Maintenance Manual for Slopes”	The maintenance manual for the Slopes and Retaining Walls as referred to in Clause 5.3 of this Deed.
“Maintenance Manual for the Works and Installations”	The maintenance manual in respect of the Works and Installations as referred to in Clause 9.11(a) hereof.
“Motorcycle Parking Space”	The parking space in the Development for identification purposes only shown on the Level 3 Floor Plan annexed hereto marked “MOTORCYCLE PARKING SPACE” provided pursuant to Special Condition No.(23)(c)(i) of the Conditions for the parking of motorcycle licensed under the Road Traffic Ordinance (Cap.374) of the Laws of Hong Kong, any regulations made thereunder and any amending legislation, and belonging to the Owners or the residents of the Development or their bona vide guests, visitors or invitees.

“Noise Mitigation Measures”

The noise mitigation measures mentioned in the traffic noise impact assessment report prepared by the First Owner under Special Condition No.(40) of the Conditions including solid parapet wall, solid fence wall (excludes the exterior surface, plaster and covering), solid wall, solid wall with absorption material, fixed glazing and solid parapet balcony, which are for identification purposes only shown on the “Ground Floor Plan 1:500 Noise Mitigation Measures (NMM)” and “First Floor Plan 1:500 Noise Mitigation Measures (NMM)” annexed hereto, the accuracy of which is certified by the Authorized Person.

“Non-Building Area”

The area shown coloured pink hatched black on the plan annexed to the Conditions.

“Non-Enclosed Areas”

The balconies of the Houses (including the solid parapet balcony in House No.6) which are for identification purposes only shown on the “First Floor Plan 1:500 Noise Mitigation Measures (NMM)”, the Level 3 Floor Plan and the Level 5 Floor Plan annexed hereto and marked "BALCONY" together with the covered areas beneath the balconies.

“Occupation Permit”

A temporary or permanent occupation permit issued by the Building Authority in respect of the Development.

“Owner”

A person who for the time being is the owner of any Undivided Share and registered as such under the Land Registration Ordinance (Cap.128) of the Laws of the Hong Kong and his executors, administrators, successors and assigns and every joint tenant or tenant in common of any Undivided Share and where any Undivided Share has been assigned or charged by way of mortgage or charge the word “Owner” shall include both mortgagor and mortgagee or, as the case may be, chargor and chargee but in respect of mortgagee or chargee only in possession of that part of the Land and the Development relating to such Undivided Share Provided that, subject to the provisions of such mortgage or charge, the voting rights attached to such Undivided Share by the provisions of this Deed shall be exercisable by the mortgagor or chargor unless the mortgagee or chargee is in possession.

“Owners’ Committee”

A committee of the Owners formed in accordance with Section VI hereof.

“Owners’ Corporation”

An Incorporated Owners of the Development and registered under Section 8 of the Building Management Ordinance (Cap.344) of the Laws of Hong Kong.

“Recreational Areas and Facilities”

Those recreational areas and facilities in the Development including (but not limited to) the reading lounge, gym, game room, other areas and all ancillary equipment, facilities and structures installed provided and erected for the use of the residents of the Houses and their bona fide guests, visitors or invitees pursuant to the Conditions.

“Recreational Facilities Rules”

The rules and regulations governing the use, management, operation and maintenance of the Recreational Areas and Facilities made, revoked or amended and any payment or charge relating to the Recreational Areas and Facilities as may be imposed from time to time by the Manager.

“Slopes and Retaining Walls”

The slopes, slope treatment works, retaining walls or other structures within the Land and the Development (for identification purposes only shown coloured green on the Plan Showing Location of the Slope Structures, Retaining Wall and Related Structures attached hereto of a scale of not less than 1:500 certified by the Authorized Person as to the inclusion of all such Slopes and Retaining Walls) which are required to be maintained and carried out by the Owners under the Conditions 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) including such part or parts thereof beneath any of the Houses or beneath the Development.

“Special Fund”

The special fund established and maintained by the Manager pursuant to **Clause 4.11** of this Deed.

“Structures”

Such bridges, tunnels, over-passes, underpasses, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require

under Special Condition No.(3)(b)(i)(II) of the Conditions.

“Undivided Share”	Any of the 5,287 th equal undivided parts or shares into which the Land and the Development are notionally divided.
“Visitors/Disabled Carpark”	The parking space in the Development for identification purposes only shown on the Level 1 Floor Plan annexed hereto marked “19” and “DVPS”.
“Works and Installations”	The major works and installations in the Development which require regular maintenance on a recurrent basis including but not limited to those works as set out in the Fifth Schedule hereto.

- 1.2 In this Deed where the context so admits or requires, references to the singular include the plural and vice versa and references to the masculine gender include the feminine or neuter gender and references to persons include corporations.
- 1.3 The headings in this Deed are included merely for ease of reference and shall not affect the interpretation or construction of any clause or paragraph.

SECTION II – RIGHTS AND OBLIGATIONS OF OWNERS

2.1 Grant of rights to the First Owner

The First Owner shall at all times hereafter subject to and with the benefit of the Conditions, the Debenture and Mortgage and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Second Owner the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof save and except the Second Owner’s House, the Common Areas and Facilities SUBJECT TO the rights and privileges granted to the Second Owner by the aforesaid assignment and SUBJECT TO the provisions of this Deed and PROVIDED THAT if the Lender under the Debenture and Mortgage has entered into possession or exercised the power of sale conferred in that Debenture and Mortgage under the provisions of the Debenture and Mortgage, all such benefits, rights, privileges, powers, discretion, interests, authorities, entitlements, reservations, exceptions and grants of the First Owner shall be vested in the Lender and be passed to any person derived title from the Lender accordingly.

2.2 Grant of rights to the Second Owner

The Second Owner shall at all times hereafter, subject to and with the benefit of the

Conditions and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the Second Owner's House assigned to the Second Owner by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

2.3 Common Areas and Facilities

The Common Areas and Facilities shall be deemed to be common areas and common facilities for the benefit of all Owners and may, subject to the provisions of this Deed, be used by each Owner in common with all other Owners for all purposes connected with the proper use and enjoyment of his House and/or Motorcycle Parking Space.

2.4 Easements, rights, rights of way and privileges

Each Undivided Share together with the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time entitled thereto subject to and with the benefit of the easements, rights, rights of way and privileges provided in this Deed including those set out in the Third Schedule hereto.

2.5 Covenants, provisions and restrictions

Every Owner shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained in this Deed including those set out in the Fourth Schedule 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) of the Laws of Hong Kong shall apply to this Deed.

2.6 Right to sell etc.

Subject to the Conditions and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may have any interest in any other Undivided Share in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, charge, mortgage, lease, let, license or otherwise dispose of or deal with his Undivided Shares Provided that any such sale, assignment, charge, mortgage, lease, letting or licence shall be made expressly subject to and with the benefit of this Deed.

2.7 Right to enjoyment not to be dealt with separately from Undivided Shares

The full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Land and the Development shall not be sold, assigned, charged, mortgaged, leased, let or otherwise disposed of or dealt with separately from the Undivided Share with which the same is held Provided that this Clause shall not extend to any lease or tenancy the term of which (including any renewal thereof) not exceeding ten (10) years.

2.8 Right of Owners

Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Common Areas and Facilities for the purpose connected with the proper use and enjoyment of the same.

2.9 Compliance with Conditions

Each Owner (including the First Owner) and the Manager shall comply with the terms and conditions of the Conditions so long as they remain as Owner and manager respectively. No provision in this Deed shall conflict with or be in breach of the terms and conditions of the Conditions.

2.10 Compliance with the Building Management Ordinance

No provision contained in this Deed shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance (Cap.344) of the Laws of Hong Kong and the Schedules thereto.

SECTION III – FIRST OWNER’S RIGHTS AND PRIVILEGES

3.1 The First Owner (which expression shall for the purpose of this Clause exclude its successors and assigns) shall, so long as it remains the beneficial owner of any Undivided Share, may in its sole and absolute discretion at any time and from time to time as it shall deem fit exercise all or any of the following rights and privileges which are hereby expressly excepted and reserved unto the First Owner :-

(a) Right to affix flues etc.

Subject to the prior written approval by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, the right to affix, alter, maintain, repair, service, replace, renew and remove chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, aerials, telecommunication transmitters and receivers, tuners, broadcast reception, information distribution or communication systems, satellite dishes, cable, communal aerial broadcast distribution systems, microwave distribution systems, cable and wireless communications systems and transmission and transponder systems, antennae, lightning conductors, lighting and other fixtures of whatsoever kind on the Common Areas and Facilities for the common use and enjoyment of all the Owners Provided that the affixing, maintenance, alteration, repair, service, replacement, renewal or removal shall not affect the other Owners’ rights to hold, use, occupy and enjoy their Houses and/or Motorcycle Parking Space or unreasonably restrict access to or from their Houses and/or Motorcycle Parking Space or their rights to enjoy the Common Areas and Facilities. Any payment received for the approval must be credited to the Special Fund.

(b) Right to negotiate with Government and adjoining owners etc.

(i) Subject to the prior written approval by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed or the Owners’ Corporation (if formed), the right to apply, negotiate and agree with the Government to extend, amend, vary or modify the Conditions (including any plan annexed thereto) or any terms or conditions thereof or to procure a licence or easement from the Government or any person for installing on Government land pipes, sewers, subways or other facilities whether serving exclusively the Land and the Development or any part thereof or otherwise in such manner as the First Owner may deem fit without the necessity of joining any other Owner as a party thereto (except where the proposed transaction affects another Owner’s House and/or Motorcycle Parking Space) and any such extension, amendment, variation,

modification shall be binding on all the Owners Provided that the First Owner shall be fully responsible for any premium and administrative fee as may be required for such extension, amendment, variation, modification of the Conditions and for such licence or easement and the other Owners' rights to hold, use, occupy and enjoy, and their rights of access to or from their Houses and/or Motorcycle Parking Space or their rights to enjoy the Common Areas and Facilities shall not be affected.

- (ii) Subject to the prior written approval by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed or the Owners' Corporation (if formed), the right to enter into any deed, document or instrument with the Government or the owners of any adjoining land or any other parties for the purpose of obtaining the grant of any rights, rights of way, easements or quasi-easements over any adjoining land for the benefit of the Land and the Development without the necessity of joining any other Owner as a party thereto Provided that an Owner's right to hold, use, occupy and enjoy and access to or from his House and/or Motorcycle Parking Space shall not be affected.
- (iii) The right to effect surrenders to the Government as required under the Conditions or whenever required by the Government so to do any portion of the Land not yet assigned by the First Owner and the First Owner shall be at liberty to surrender the same to the Government whether by any agreement or otherwise howsoever free of any claim or demand of the Owners or compensation to the Owners.
- (iv) The right to effect redelivery to the Government as required under the Conditions the Green Area and the Green Stippled Black Area and the First Owner shall be at liberty to redeliver the same to the Government whether by any agreement (if required) or otherwise howsoever free of any claim or demand of the Owners or compensation to the Owners.

(c) Right to designate additional Common Areas and Facilities

Subject to the prior written approval by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed or the Owners' Corporation (if formed), the right to designate and declare by deed any part of the Land or the Development not yet assigned by the First Owner to be additional Common Areas and Facilities and with effect from such designation and declaration such area shall form part of the Common Areas and Facilities for the benefit of all Owners and all Owners shall contribute towards the maintenance and upkeep of the same as if they were originally part of the Common Areas and Facilities Provided that in making such designation or declaration, the First Owner shall not interfere with the other Owners' rights to hold, use, occupy and enjoy, and their rights of access to and from their Houses

and/or Motorcycle Parking Space and that such designation and declaration shall be irrevocable and permanent and there shall be no re-designation or re-declaration of the Common Areas and Facilities (including such additional Common Areas and Facilities) for any Owner's own use or benefit.

3.2 Power of Attorney

The Owners hereby jointly and severally and irrevocably appoint the First Owner as their attorney and grant unto the First Owner the full right, power and authority (whether acting by itself or by professionals, contractors and agents engaged, appointed or employed by the First Owner) to do all acts, deeds, matters and things and to execute, sign, seal and as their act deliver such deeds and to sign such documents or instruments as may be necessary for or incidental to the exercise of the First Owner's rights referred to in **Clause 3.1** and the Owners hereby further jointly and severally and irrevocably undertake to do all acts, deeds, matters and things and to execute, sign, seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the aforesaid grant.

3.3 Covenant in Assignment

Every Assignment of any Undivided Share shall contain a covenant in substantially the following terms :-

"The Purchaser hereby covenants with the Vendor itself and as agent for Billion Ideal Limited (the "**Company**" which expression shall exclude its assigns) to the intent that such covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the "**Covenanting Purchaser**") and shall enure for the benefit of the Development and be enforceable by the Company that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Company under **Clause 3.1** of Section III of a Deed of Mutual Covenant and Management Agreement dated the day of and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consent in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be his attorney and grants unto the Company the full right, power

and authority to give all consents and to do all acts, deeds, matters and things and to execute, sign, seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for or incidental to the exercise of the rights conferred on the Company as aforesaid and the Covenanting Purchaser hereby further covenants to do all acts, deeds, matters and things and to execute, sign, seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the aforesaid grant; and

- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) and this covenant (iv) hereinbefore contained

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

For the purpose of **Clauses 3.1, 3.2 and 3.3** in this Section III, each of the expressions “**the First Owner**” and “**the Company**” shall exclude its assigns.

SECTION IV – MANAGEMENT OF DEVELOPMENT

4.1 Appointment of Manager

The Manager is hereby appointed the manager of the Development. Subject to the provisions of the Building Management Ordinance (Cap.344), the Manager shall undertake the management of the Development for an initial term of two (2) years from the date of this Deed and thereafter the Manager shall continue to manage the Development until the appointment is terminated (whether during such initial term or at any time thereafter) in accordance with **Clause 4.2 or Clause 4.3**.

4.2 Resignation of Manager

- (a) No resignation of the Manager shall take effect unless he has previously given not less than three (3) months' notice in writing of his intention to resign :-
 - (i) by sending such a notice to the Owners' Committee; or
 - (ii) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (b) The notice referred to in sub-clause (a)(ii) hereof may be given :-
 - (i) by delivering it personally to the Owner; or
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's House or depositing it in the letter box for that House.

4.3 Termination of Manager's appointment by the Owners' Corporation

- (a) Subject to sub-clause (d) hereof, at a meeting of the Owners convened for the purpose of termination of appointment of the Manager, the Owners' Corporation may, by a resolution :-
 - (i) passed by a majority of the votes of the Owners voting either personally or by proxy; and
 - (ii) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate

terminate by notice the appointment of the Manager without compensation.

(b) A resolution under sub-clause (a) hereof shall have effect only if :-

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

(c) The notice and the copy of the resolution referred to in sub-clause (b)(iv) hereof may be given :-

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

(d) For the purpose of sub-clause (a) hereof :-

- (i) only the Owners (excluding the Owner of the Common Areas and Facilities Undivided Shares) who pay or who are liable to pay the Management Expenses relating to their Undivided Shares shall be entitled to vote;
- (ii) the reference in sub-clause (a)(ii) hereof to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate and who are entitled to vote.

(e) If a contract for the appointment of a manager contains no provision for the termination of the appointment of such manager, sub-clauses (a), (b) (c) and (d) hereof apply to the termination of the appointment of such manager.

(f) Sub-clause (e) hereof operates without prejudice to any other power there may be in a contract for the appointment of such manager to terminate the appointment of such manager.

(g) If a notice to terminate the appointment of a manager is given under this Clause :-

- (i) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
- (ii) if no such appointment is approved under sub-clause (g)(i) hereof by the time the notice expires, the Owners' Corporation may appoint another manager by a resolution passed at a meeting of the Owners convened and conducted in accordance with this Deed and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent manager.
- (h) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a manager under sub-clause (g)(ii) hereof, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the manager appointed under that sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.
- (i) This Clause is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance (Cap.344) of the Laws of Hong Kong but does not apply to any single manager referred to in that Section.

4.4 Obligations of Manager after appointment ends

- (a) Subject to sub-clause (b) hereof, if the appointment of the Manager ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within fourteen (14) days of the date his appointment ends, deliver to the Owners' Committee (if any) or the manager appointed in his place any movable property in respect of the control, management and administration of the Development that is under his control or in his custody or possession and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the appointment of the Manager ends for any reason, he shall within two (2) months of the date his appointment ends :-
 - (i) prepare :-
 - (1) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ends; and

(2) a balance sheet as at the date his appointment ends

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

(ii) deliver to the Owners' Committee (if any) or the manager appointed in his place any books or records of accounts, papers, documents and other records which are required for the purpose of sub-clause (b)(i) hereof and have not been delivered under sub-clause (a) hereof.

4.5 Communication among Owners

The Manager shall consult (either generally or in any particular case) the Owners' Corporation (if any) or the Owners at a meeting of the Owners' Corporation (if any) or the Owners and adopt the approach decided by the Owners' Corporation (if any) or the Owners on the channels of communication among Owners on any business relating to the management of the Development.

4.6 Manager's Remuneration

(a) The Manager (other than the Owners' Committee when acting as manager) shall be entitled to receive a remuneration of a sum equivalent to twenty per cent (20%) of the total amount of the Management Expenses per annum necessarily and reasonably incurred by the Manager in the course of proper and efficient management of the Development and no variation of the aforesaid percentage may be made except with the approval by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed. For the purpose of this **Clause 4.6** only, the total amount of the Management Expenses 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 the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included in calculating the Manager's Remuneration at a rate not more than twenty per cent (20%) or at such lower rate as the Owners may consider appropriate. Capital expenditure shall mean expenditure of a kind not incurred annually.

(b) The Manager's Remuneration shall be payable by way of equal monthly

payment in advance. The Manager shall make adjustments to the Manager's Remuneration at the end of each financial year when the total amount of the Management Expenses during such financial year is ascertained.

(c) The Manager's Remuneration shall be the net remuneration of the Manager for its service as manager and shall not be subject to any requirement by the Manager to disburse or provide from such money any staff, postage and stationery, facilities, accountancy services, secretarial services or other professional services the costs for which shall be a direct charge upon the Management Funds.

4.7 Management Expenses

(a) Each Owner shall bear and pay to the Manager by way of equal monthly payment in advance a due proportion of the total amount of the Management Expenses during any period of twelve (12) months adopted by the Manager as the financial year in respect of the management of the Development. Such proportion shall be equal to the number of Management Shares allocated to his House and/or Motorcycle Parking Space as is set out in the Second Schedule hereto as it bears to the total number of the Management Shares allocated to the Development.

(b) The Management Expenses shall cover all expenditure necessary or reasonably incurred by the Manager for the proper management and maintenance of the Development including but limited to the following items :-

- (i) the costs and expenses for carrying out by the Manager any of its duties contained in this Deed;
- (ii) the costs and expenses for carrying out all things reasonably necessary for the enforcement of the obligations contained in this Deed for the control management and administration of the Development;
- (iii) the costs and expenses for the management, cleansing, repair and maintenance of the Common Areas and Facilities and the Green Area and the Green Stippled Black Area as if they were part of the Common Areas and Facilities until such time as possession of the Green Area and the Green Stippled Black Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Conditions;
- (iv) the costs and expenses for the purpose of purchasing, hiring or otherwise acquiring all plant, apparatus, equipment and machinery for use by the Owners and the occupiers of the Development in connection with their enjoyment of the Common Areas and Facilities;
- (v) the premia for insurance of the Common Areas and Facilities against

damage by fire and/or other perils and of the Manager against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;

- (vi) all reasonable professional fees and costs incurred by the Manager including solicitors and other legal fees and costs, fees and costs of any accountants and/or auditors employed in connection with the preparation or audit of accounts and fees and costs of surveyors, valuers, engineers, architects and others employed in connection with the management and maintenance of the Development;
- (vii) the costs and expenses for the provision and maintenance of security services for the Development;
- (viii) 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 Development and 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 and the costs of the administration thereof with the costs of providing all equipment, insurance cover, clothing and materials reasonably necessary for such purposes;
- (ix) the Government rent and all sums (other than the premium, if any) payable under the Conditions (unless separate assessment is made for each House and/or the Motorcycle Parking Space);
- (x) all water, electricity, gas, telephone and other service charges except where the same are separately metered to an individual House;
- (xi) the costs of the installation and maintenance of all plant, apparatus, equipment, machinery or services affixed to or situate in the Common Areas and Facilities and the costs of reinstatement replacement or renewal thereof;
- (xii) the costs of the refuse disposal and cleaning of the Common Areas and Facilities;
- (xiii) all charges, assessments, impositions and other outgoings payable by the Owners in respect of any parts of the Common Areas and Facilities;
- (xiv) the costs of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Development;
- (xv) the expenses for cultivation, irrigation and maintenance of the lawns and planters and landscape areas on the Common Areas and Facilities;

- (xvi) a reasonable amount to be approved from time to time by the Owners' Committee to cover day-to-day expenditure of the Development;
- (xvii) a sum to be determined by a resolution of the Owners for contingencies and provisions for future deficits;
- (xviii) all costs and expenses lawfully incurred or to be incurred by the Manager in carrying out the maintenance, repair and any other works of the Slopes and Retaining Walls as required under this Deed;
- (xix) the costs and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and the drains, nullahs, sewers, pipes, water mains and channels and such other areas whether within or outside the Land that are required to be maintained under the Conditions;
- (xx) the Manager's Remuneration calculated in accordance with **Clause 4.6**; and
- (xxi) any other items of expenditure which, in the sole and absolute discretion of the Manager, are considered to be necessary for the management or maintenance of the Development.

(c) Subject to sub-clauses (e), (g), (h) and (j) hereof, the total amount of Management Expenses payable by the Owners during a financial year shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (d) hereof.

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

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

- (v) send a copy of the Budget to the Owners' Committee or, when there is no Owners' Committee, display a copy of the Budget in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days.
- (e) Where, in respect of a financial year, the Manager has not complied with sub-clause (d) hereof before the start of that financial year, the total amount of the Management Expenses for that year shall :-
 - (i) until he has so complied, be deemed to be the same as the total amount of the Management Expenses (if any) for the previous financial year;
 - (ii) when he has so complied, be the total proposed expenditure specified in the Budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (f) Where a Budget has been sent or displayed in accordance with sub-clause (d)(v) hereof and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget ("Revised Budget") as apply to the draft budget and the Budget by virtue of sub-clause (d) hereof.
- (g) Where a Revised Budget is sent or displayed in accordance with sub-clause (f) hereof, the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the Revised Budget and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (h) If there is an Owners' Corporation and within a period of one (1) month from the date that a Budget or a Revised Budget for a financial year is sent or first displayed in accordance with sub-clause (d) or (f) hereof, the Owners' Corporation decides, by a resolution of the Owners, to reject the Budget or the Revised Budget, as the case may be, the total amount of the Management Expenses for the financial year shall, until another Budget or Revised Budget is sent or displayed in accordance with sub-clause (d) or (f) hereof and is not so rejected under this sub-clause, be deemed to be the same as the total amount of the Management Expenses (if any) for the previous financial year, together with an amount not exceeding ten per cent (10%) of that total amount as the Manager may determine.
 - (i) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, the Budget or the Revised Budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
 - (j) For the purposes of this **Clause 4.7**, "expenditure" includes all costs, charges

and expenses to be borne by the Owners, including the Manager's Remuneration.

4.8 Keeping of accounts

- (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.
- (b) Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund required by **Clause 4.11** and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will then be needed.
- (e) The Manager shall :
 - (i) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.
- (f) If there is an Owners' Corporation and the Owners' Corporation decides (or if prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed decides), by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and :
 - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the

accountant or auditor in respect of the income and expenditure account and balance sheet; and

- (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
- (g) The financial year may not be changed more than once in every five (5) years, unless that change is previously approved by a resolution of the Owners' Committee.

4.9 Manager to Open and Maintain Bank Account

- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.
- (b) Without prejudice to the generality of sub-clause (a) hereof, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a) or (b) hereof in a prominent place in the Development.
- (d) Subject to sub-clauses (e) and (f) hereof, the Manager shall without delay pay all money received by him in respect of the management of the Development into the account opened and maintained under sub-clause (a) hereof or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) hereof.
- (e) Subject to sub-clause (f) hereof, the Manager may, out of money received by him in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under sub-clause (e) hereof or the payment of that amount into a current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

(g) Any reference in this **Clause 4.9** to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) of the Laws of Hong Kong, the title of which refers to the management of the Development.

4.10 Management Funds

(a) The Manager shall be deemed to be trustee for and on behalf of the Owners in respect of the Management Funds irrespective of changes in ownership of the Undivided Shares.

(b) 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 deposit paid under **Clauses 4.12(b), (c) and (e)** respectively to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Development.

(c) On transfer of ownership, the deposits paid by any Owner under **Clauses 4.12(b) and (e)** and still held by the Manager may be transferred into the name of the new owner acquiring from such Owner of such Undivided Shares ("the New Owner"). In the event that any deposit or sums paid by such Owner has been partially or entirely applied by the Manager towards payment of outstanding fees or monies owing by such Owner, the New Owner shall be liable to pay for the difference between (i) the amount of the deposit (if any) still held by the Manager and (ii) the amount of deposit due under **Clauses 4.12(b) and (e)** hereof as determined by the Manager.

(d) On the expiration or determination of any term of service of the Manager, the Manager shall after settlement of all outstanding Management Expenses (if any) transfer the balance of the Management Funds to the new manager or the Owners' Committee and upon the Land reverting to the Government and no renewal of the Conditions or further Conditions being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII of this Deed, any balance of the Management Funds or in the case of extinguishment of rights and obligations as aforesaid any appropriate part of such funds shall be divided proportionately between the Owners of the Undivided Shares 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.

4.11 Special Fund

(a) The Manager shall establish and maintain a special fund to provide for

expenditure of a kind not expected by him to be incurred annually including but not limited to expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant, machinery and apparatus in the Common Areas and Facilities and the costs of the relevant investigation works and professional services. The Special Fund shall be held by the Manager on trust for all Owners. The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development.

- (b) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (c) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) of the Laws of 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 (a) hereof.
- (d) Without prejudice to the generality of sub-clause (c) hereof, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (e) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (c) or (d) hereof in a prominent place in the Development.
- (f) The Manager shall without delay pay all money received by him in respect of the Special Fund into the account opened and maintained under sub-clause (c) hereof or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (d) hereof.
- (g) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any).
- (h) Each Owner covenants with other Owners to make further periodic contributions to the Special Fund. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at a meeting of the Owners convened and conducted in accordance with this Deed.

4.12 Moneys payable to Manager upon First Assignment

Except where the First Owner has made payments under **Clause 4.13**, each Owner shall, upon the assignment of a House and/or Motorcycle Parking Space to him by the First Owner :-

- (a) pay to the Manager a sum equivalent to one (1) time of the monthly contribution towards the first year's budgeted Management Expenses payable by him under **Clause 4.7** as payment in advance;
- (b) deposit with the Manager a sum equivalent to three (3) times of the monthly contribution towards the first year's budgeted Management Expenses payable by him under **Clause 4.7** as security for the due payment of his monthly contributions towards the Management Expenses which sum shall be transferable but non-refundable and shall not be used to set off against any money payable by him under this Deed;
- (c) deposit with the Manager a sum equivalent to two (2) times of the monthly contribution towards the first year's budgeted Management Expenses payable by him under **Clause 4.7** as his initial contribution to the Special Fund which sum shall be non-transferable and non-refundable;
- (d) pay to the Manager a sum equivalent to one (1) time of the monthly contribution towards the first year's budgeted Management Expenses payable by him in respect of his House under **Clause 4.7** as debris removal fee which sum shall be non-refundable and any balance of such debris removal fee not used for the purpose shall to be credited into the Special Fund. For the avoidance of doubt, the payment of debris removal fee under this sub-clause shall not apply to the Motorcycle Parking Space;
- (e) pay to the Manager his due share of the deposits for public utilities meters which sum shall be transferable but non-refundable;
- (f) reimburse the First Owner any individual water/electricity meter deposits which are refundable after the Owner has changed the consumership of the water and electricity accounts;
- (g) pay to the Manager the amount specified in the Development Rules in respect of each House owned by such Owner as deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the decoration and fitting out of or the delivery of furniture items to his House. Such costs shall be reasonably fixed by the Manager whose decision shall be final and binding upon the Owners. If the Owner fails to pay on demand the said costs or any part thereof, the Manager shall have the power to apply the said deposit towards such costs and to further recover any deficit

from the Owner. Upon completion of the decoration and fitting out work of and delivery of furniture items to his House, if the Owner receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall at the request of the Owner refund the said deposit but without interest.

4.13 First Owner's Obligation to Pay

The First Owner shall pay to the Manager such sum described in **sub-clauses (b), (c) and (d)** of **Clause 4.12** for the Houses and/or Motorcycle Parking Space held by the First Owner and remain unsold for more than three (3) months after the date of execution of this Deed. All outgoings including Management Expenses and Government rent in respect of all House(s) and/or Motorcycle Parking Space held by the First Owner up to and inclusive of the date of the relevant assignment(s) of the relevant House(s) and/or Motorcycle Parking Space by the First Owner shall be paid by the First Owner. No Owner shall be required to make any payment or reimburse the First Owner for such outgoings.

4.14 Each Owner to Pay his Due Proportion of Management Expenses

The amount of the monthly contribution towards the Management Expenses payable by each Owner as aforesaid shall be specified by the Manager, based on the budgets prepared pursuant to **Clause 4.7**, from time to time by at least one (1) month's advance notice in writing to the Owners and shall be determined in accordance with **Clause 4.7(a)**. The Manager or the Owners' Corporation shall not be liable to pay any Management Expenses in respect of the Common Areas and Facilities Undivided Shares held by it pursuant to this Deed.

4.15 Expenditure Relating to a House and/or Motorcycle Parking Space solely

Notwithstanding anything to the contrary contained in this Deed, where any expenditure relates solely to or is solely for the benefit of any House and/or Motorcycle Parking Space and no Owner of any other House and/or Motorcycle Parking Space would receive any material benefit therefrom, the full amount of such expenditure shall be paid by the Owner of that House and/or Motorcycle Parking Space.

4.16 Further contributions

If the total contributions payable to the Manager each year by the Owners as aforesaid shall become insufficient then the Owners shall upon request by the Manager and after approval by the Owners' Committee make further contributions towards such costs charges and expenses in proportion to the Management Shares allocated to each of them.

4.17 Surplus

If in respect of any financial year there should be any surplus after payment of all the

costs charges and expenses relating to the management of the Development then the surplus shall be held by the Manager in a Management Funds bank account to be applied by the Manager in or towards payment of such costs charges and expenses thereafter to become due.

4.18 Deposit for water meters, electricity meters, etc. for common use

Each Owner shall pay to and maintain with the Manager a due proportion of the deposits in respect of water meters, electricity meters and other utilities for common use which may have been paid and advanced by the First Owner in respect of the Development and/or may have been assigned and transferred to the Manager by the First Owner at the time when management of the Development is taken over by the Manager.

4.19 Change of ownership

All persons on acquiring Undivided Share(s) in respect of any House and/or Motorcycle Parking Space shall first ascertain from the Manager that there are no outstanding management fees due in respect of the House and/or Motorcycle Parking Space. On transfer of ownership, the deposits under **Clauses 4.12(b) and (e)** paid by the outgoing Owner and still held by the Manager may be transferred into the name of the new Owner of such Undivided Share or Shares PROVIDED THAT the new Owner shall be liable to pay to the outgoing Owner an equivalent sum upon transfer.

4.20 Termination of Manager's appointment by Owners prior to formation of the Owners' Corporation

Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by the Owners of not less than fifty percent (50%) of the Undivided Shares in aggregate (excluding the Common Areas and Facilities Undivided Shares) and by giving the Manager 3 months' notice in writing.

SECTION V - POWERS AND DUTIES OF MANAGER

5.1 General

The Manager shall be bound by and shall observe and perform all of the conditions, duties and obligations provided in this Deed and shall have all of the rights and privileges granted to the Manager in this Deed. Subject to the provisions of the Building Management Ordinance (Cap.344) of the Laws of Hong Kong and this Deed, the Manager shall be responsible for the proper management and maintenance of the Development including but not limited to the Common Areas and Facilities and shall have full power and authority to do all such acts and things as may be necessary or requisite therefor and to enforce the provisions of this Deed against the other Owners for and on behalf of all Owners in accordance with the provisions of this Deed. Without in any way limiting the generality of the foregoing the Manager shall have the following powers and duties :-

- (a) To put in hand and ensure the satisfactory completion of work necessary to maintain the Common Areas and Facilities so that the same are maintained in a good, clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
- (b) To ensure that all Owners or occupiers maintain the Houses and (where applicable) the Motorcycle Parking Space owned or occupied by them in a proper manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and repair works and to take all possible steps to recover the cost therefor from the relevant Owner or occupier.
- (c) To arrange for the lighting and ventilation of the Common Areas and Facilities and for the operating, servicing, repairing, renewing, maintaining, painting, decorating and cleaning of the Common Areas and Facilities.
- (d) To make suitable arrangement for the collection and disposal of refuse or garbage from the Development and to keep the Development in a clean sanitary and tidy condition.
- (e) To demand and receive from each Owner the monthly contribution or the further contributions (if any) towards the Management Expenses and all amounts payable by each Owner as hereinbefore specified and all such contributions shall (without prejudice to any other remedy available hereunder) be recoverable by the Manager by civil action and the defaulting Owner shall not be entitled to dispute the right of the Manager to sue and recover the unpaid contributions from him.
- (f) To enter into contracts with and to appoint, engage, employ, remunerate and

dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Development or the management thereof.

- (g) To keep in good repair the lighting of the Common Areas and Facilities and to enter into contracts with third parties for regular maintenance of such facilities if necessary.
- (h) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls elevations and façade thereof but excluding windows and window frames except those situate in the Common Areas and Facilities PROVIDED HOWEVER THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any window glass shall be broken and remain unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the part of the Development concerned requiring him to replace the same.
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions.
- (j) To keep all the Common Areas and Facilities including but not limited to all lighting equipment, air-conditioning system, ventilation system, water system, fire-fighting equipment, sprinkler system, audio/visual PA system, lifts, lift-shafts and maintenance units in good condition and working order and in accordance with any laws and regulations applicable thereto and to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable.
- (k) To prevent so far as is possible any refuse or other matter from being deposited, washed, eroded or falling from the Development onto any part of any public roads, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Development or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage.
- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the Common Areas and Facilities and the exterior of the Development at such intervals as the same may reasonably require to be done.
- (m) To replace any broken glass in the Common Areas and Facilities.

- (n) To negotiate and enter into any contracts, leases or licence agreements with operators of broadcasting and/or telecommunication systems for the supply of such services to occupants of the Development and to execute and perform the terms of such contract, lease or licence agreement insofar as they relate to powers entrusted and obligations to be undertaken by the Manager.
- (o) To keep in good repair the ventilation of the enclosed part of the Common Areas and Facilities.
- (p) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities in accordance with the requirements of the Food and Environmental Hygiene Department.
- (q) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any article or thing causing the obstruction.
- (r) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof.
- (s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system, burglar alarms and other security measures in the Development at all times and to look after professionally trained dogs (if any) for carrying out patrol and security of the Development, including feeding, cleansing and medical care of such dogs.
- (t) To maintain and operate or contract for the installation, maintenance and operation of the communal aerial radio or television or any other broadcasting or telecommunication systems and satellite dishes, antennae, transmitters, receivers, tuners and such other devices which serve the Development.
- (u) To manage, control and maintain within the Development the parking, loading and unloading of motor vehicles, motorcycles and other vehicles and all forms of traffic management and without in any way limiting the generality of the foregoing, to manage, control and maintain the use of the Accessible Parking Space and/or the Visitors/Disabled Carpark and to prescribe rules and regulations governing the use of such spaces including the payment of reasonable fees by users of such spaces Provided that all such fees shall form part of the Management Funds and to impound or remove any vehicles parked in any area not reserved or designated for parking or any vehicles parked in the Accessible Parking Space and/or the Visitors/Disabled Carpark without payment of the prescribed fees and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled to use any of the said

spaces and to remove or require the removal of any dilapidated vehicles from the said spaces.

- (v) To remove any structure, installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or other things in any House or on the Development or any part thereof which is illegal, unauthorized or which contravenes the terms contained in this Deed or any of the provisions of the Conditions or any relevant Ordinances or Regulations and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager.
- (w) To appoint solicitor or legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Development (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Government, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (Cap.4A) of the Laws of Hong Kong.
- (x) To prevent (by legal action if necessary) any person including an Owner or other person residing in or visiting the Development from occupying or using any part of the Development in any manner in contravention of any provisions of the Conditions or this Deed.
- (y) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person residing in or visiting the Development of any provisions of the Conditions or this Deed.
- (z) To prevent any person detrimentally altering or injuring any part of the Development or the Common Areas and Facilities.
- (aa) To prevent any person from overloading the floors or lifts of or in the Development.
- (bb) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring of or in the Development.
- (cc) To represent the Owners in all dealings with the Government or any utility or other authorities or any other person in relation to the management of the Development.
- (dd) To enforce the due observance and performance by the Owners of the terms and

conditions of the Conditions and this Deed and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.

- (ee) To post the address of the House of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Development.
- (ff) To grant such rights, privileges, licences and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Development and for the benefit of the Owners Provided that all fees collected by the Manager in granting such rights, privileges, licences and informal arrangements shall be credited and applied to the Management Funds for the benefit of all Owners.
- (gg) Subject to clause 3.1(b)(ii) hereof, to grant or obtain such easements or rights of any other kind to or from the owners and occupiers of adjoining properties to ensure the efficient management of the Development including but not limited 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 and the Development as the Manager may see fit and to execute any documents for and on behalf of all the Owners Provided that the same shall not adversely affect any Owner's rights to hold, use, occupy and enjoy his Houses and/or Motorcycle Parking Space or his rights to enjoy the Common Areas and Facilities and any income arising therefrom shall become and form part of the Management Funds.
- (hh) To recruit, dismiss and employ such staff as may from time to time be necessary to enable the Manager to perform any of its duties under this Deed on such terms as the Manager shall in its absolute discretion decide and to provide uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.
- (ii) To remove any dogs, cats, pets, livestock, live poultry, fowls, birds or other animals from the Development if the same have been the cause of reasonable complaint (in the sole discretion of the Manager) by the Owners or occupiers of at least two (2) Houses, except trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision.
- (jj) To provide such Christmas, Chinese New Year and other festival decorations and to organize such festival celebrations or activities for the Development as the Manager shall in its sole discretion consider desirable.
- (kk) From time to time and with the approval of the Owners' Committee to make,

revoke or amend the Development Rules as it shall deem appropriate Provided that the same must not be inconsistent with or contravene the terms of this Deed, the Building Management Ordinance or the Conditions.

- (ll) To operate the Recreational Areas and Facilities in such manner as the Manager may reasonably think fit and to make Recreational Facilities Rules (including the imposition of charges as the Manager may determine) and to form a club for the benefit of the Owners and the residents of the Houses and their family members for the control, use and enjoyment of the Recreational Areas and Facilities and to disallow the use thereof by any person who fails to comply with or is in breach of such rules and regulations and to exclude and prohibit any person who has been in persistent breach of the same from the use of the Recreational Areas and Facilities for such period as the Manager shall in its discretion deem appropriate.
- (mm) To enter into contracts with third parties for the supply, installation, provision, maintenance or operation of aerial broadcast distribution or telecommunication network facilities and/or services for the Development and the Land provided that :-
 - (i) the term of the contract will not exceed three (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.
- (nn) Subject as otherwise provided in this Deed to give its written consent or approval (such consent shall not be unreasonably withheld) to anything which requires its written consent or approval pursuant to this Deed or the Development Rules and to impose conditions or additional conditions relative thereto and the giving by the Manager of such consent or approval shall be final and conclusive and binding on the Owners and where any consent is required from the Manager by an Owner. The Manager shall be entitled to charge a reasonable administrative fee for processing such consent or approval, and all such fees imposed by the Manager as a consideration for the granting of such consent shall be held by the Manager for the benefit of the Owners and paid into and form part of the Special Fund.
- (oo) To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.
- (pp) To decide whether to discontinue the provision of any management services and

amenities of the Development to any Owner, his tenant and licensee who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained until such default is rectified Provided that the Manager shall not interrupt the supply of electricity, water, gas, telecommunications or other utilities which are provided by public utility companies or other services companies to any House and/or Motorcycle Parking Space or prevent access to or from the House and/or Motorcycle Parking Space by reason of the Owner of that House and/or Motorcycle Parking Space failing to pay any fees or to comply with any other provisions under this Deed.

- (qq) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development.
- (rr) To enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Development including any House for the purpose of inspecting the toilet and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of a toilet which shall leak.
- (ss) To enter with or without workmen at all reasonable times on written notice (except in case of emergency) into or upon any part of the Development and to lay, maintain, alter, repair or remove any drainage and other pipes thereon and to erect thereon scaffolding and other equipment for repairing or maintaining the plumbing and drainage facilities or any part of the Development.
- (tt) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and residents 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 residents of the Development.
- (uu) To organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and residents of the Development and shall encourage them to participate in such activities with a view to improving the environmental conditions 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.

- (vv) To put up direction signage at the entrance of the Development or any part or parts of the Common Areas and Facilities.
- (ww) To discontinue providing any management services to any Owner who defaults in payment of any amounts due from it under this Deed or the Development Rules or otherwise fails to observe or perform any of the terms and conditions of this Deed or the Development Rules until such default is rectified.
- (xx) To prohibit any dangerous goods vehicles to enter into the Development.
- (yy) If the Manager shall in its discretion deem fit but subject to the prior approval of the relevant Government authority, to operate or contract for the operation of shuttle bus services between the Development and any point of a public transport terminus outside the Development for the use and benefit of the Owners and residents for the time being of the Houses and during such times and at such intervals and to such destinations as the Manager may agree with the Owners' Committee and to terminate or suspend such services at any time as the Manager may agree with the Owners' Committee.
- (zz) If the Manager shall in its discretion deem fit but subject to the prior approval of the relevant Government authority, to operate or contract for the operation of shuttle bus services within the Development for the use and benefit of the Owners and residents for the time being of the Houses and for the staff employed by the Manager for the purpose of carrying out their duties in relation to the management of the Development and during such times and at such intervals as the Manager may agree with the Owners' Committee and to terminate or suspend such services at any time as the Manager may agree with the Owners' Committee.
- (aaa) To keep in its office and make available for inspection free of costs and charges by the Owners who may obtain copies upon payment of a reasonable charge a set of plans showing the Common Areas and Facilities prepared by the Authorized Person and certified as to their accuracy by or on behalf of the Authorized Person; and
- (bbb) To do all such other things as are reasonably incidental to the management of the Development.

Without prejudice to the Manager's duties under this Deed, the Manager shall have the right to enter into contracts with third parties for or to delegate or subcontract to other agents or managers or sub-managers whose business is that of estate management the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit Provided That the Manager shall not transfer or assign its rights and

obligations under this Deed to any such third parties and such third parties shall remain answerable to the Manager. The Manager shall at all times be responsible for the management and control of the Development (including any part thereof) in accordance with the provisions of this Deed.

5.2 Insurance

The Manager shall insure and keep insured the Common Areas and Facilities to the full new reinstatement value and in particular against loss or damage by fire and such other perils as the Manager may deem necessary and shall effect insurance against public liabilities and occupier's liabilities and employer's liability insurance in respect of employees employed in connection with the management of the Land and the Development with reputable insurance company in the name of the Manager for and on behalf of itself as Manager and the Owners according to their respective interests and in such sum or sums as the Manager may think fit and shall pay all premia required to keep such insurance policies in force. The Manager may procure block insurance for the Development including those areas which are not the Common Areas and Facilities.

5.3 To maintain the Slopes and Retaining Walls

The Manager or the Owners' Corporation (if formed) is hereby irrevocably appointed as the agent and the lawful attorney for and on behalf of all Owners in respect of any matter concerning the maintenance, repairing and carrying out all works in respect of the Slopes and Retaining Walls as required by the Conditions and in accordance with the maintenance manual for the slope structures prepared in accordance with the "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time). The Manager shall have the full authority to engage suitable qualified personnel to inspect and keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slopes and Retaining Walls in compliance with the Conditions and in accordance with the Maintenance Manual for Slopes (if any) and all guidelines issued from time to time by the appropriate Government department. The costs and expenses lawfully incurred or to be incurred by the Manager in carrying out such maintenance and repair shall be included as one of the items as the Management Expenses PROVIDED ALWAYS the Manager shall not be made personally liable for carrying out any such requirements of the Conditions which remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.

5.4 To make Development Rules and Recreational Facilities Rules

- (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power before the formation of the Owners' Committee to make, revoke and amend the Development Rules and the Recreational Facilities Rules regulating the use, occupation, maintenance and environmental control of the Land, the

Development, the Common Areas and Facilities and the Recreational Areas and Facilities and the conduct of persons occupying, visiting or using the same, the conditions regarding such occupation, visit or use and requiring the Owners and residents of the Development to dispose of their rubbish properly for waste separation and recycling purposes. The Development Rules and the Recreational Facilities Rules shall be binding on all the Owners, their tenants, licensees, servants, agents or visitors. Copy of the Development Rules and the Recreational Facilities Rules from time to time in force shall be posted on the public notice boards of the Development and copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.

- (b) The Development Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with the terms and conditions of this Deed and the Building Management Ordinance (Cap.344) of the Laws of Hong Kong. In case of inconsistency between the Development Rules and the terms and conditions of this Deed and the said Ordinance the terms and conditions of this Deed and the said Ordinance shall prevail. The Development Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance or the Conditions.
- (c) The Manager shall not be held liable for any loss or damages however caused arising from any non-enforcement of such Development Rules or non-observance of the Development Rules by any third party.

5.5 Extent of Manager's liability

Neither the Manager nor any servant agent or other person employed by the Manager 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 negligence. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors shall not be held responsible for any damage, loss or injury caused by or in any way arising out of any defect, failure, breakdown of the Common Areas and Facilities, the suspension of the service of the lift(s), the suspension of the supply of water, electricity or other utility or service to the Land and the Development, fire or floating or the overflow of water, 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 servants, agents or contractors involving criminal liability or dishonesty or negligence but under no circumstances shall the charges payable under the provisions hereof be abated or ceased to be payable in respect thereof.

5.6 Other Powers

- (a) Without prejudice to the general liability of the Owners hereunder the Owner of

the House and/or Motorcycle Parking Space is liable to pay any amounts which may be or become payable by an Owner under the provisions of this Deed and the provisions of Sections 23 and 24 of the Building Management Ordinance (Cap.344) of the Laws of Hong Kong or any statutory amendment, modification to or replacement thereof shall apply hereto accordingly as if the rights and powers of an owners' corporation stated in such sections were vested in the Manager in lieu of the owners' corporation.

- (b) If any Owner shall fail to pay any amount payable under this Deed within thirty (30) days of demand, he shall further pay to the Manager:-
 - (i) Interest on the accrued amount at the rate not exceeding two per cent (2%) per annum above the prime rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited from the date on which the same become due and payable until the date of payment; and
 - (ii) A collection charge not exceeding ten per cent (10%) of the accrued amount to cover the costs (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.
- (c) The interest and collection charges referred to in sub-clause (b) hereof shall be credited to the Special Fund when collected.
- (d) All amounts which may be or become payable by any Owner under this Deed and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager. The claim in any such action may include a claim for legal costs on a solicitor and own client basis. In any such action, the Manager shall be conclusively deemed to be acting as the agent for and on behalf of all the Owners as a whole other than the defaulting Owner and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.
- (e) 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 part of the Development of the covenants conditions and provisions of this Deed and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of sub-clause (d) hereof shall apply to all such proceedings.
- (f) In the event of any Owner failing to pay any amount 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 thirty (30) days of the date on which the same become payable, the amount thereof together with the interest and the collection charge at the rate referred to

in **Clause 5.6(b)** and all costs and expenses which may be incurred in recovering or attempting to recover the same including legal expenses referred to in sub-clause (d) hereof and in registering the charge hereinafter referred to shall be 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 memorandum 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 unless and until such judgment has been satisfied.

(g) 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 his House and/or Motorcycle Parking Space held therewith and the provisions of sub-clause (d) hereof shall apply equally to any such action.

5.7 Application of moneys received by the Manager

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

(b) Where any insurance moneys, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against any Owner or Owners as provided in **Clause 5.6(d)** hereof the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account(s) of the Owner or Owners against which a claim or claims has or have been made in the same proportion as such claim or claims, or to such person or persons entitled thereto.

5.8 Contracts entered into by Manager

(a) Subject to sub-clauses (b) and (c) hereof, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-

(i) the supplies, good or services are procured by invitation to tender; and

(ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344) of the Laws of Hong Kong.

(b) Subject to sub-clause (c) hereof, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-

(i) if there is an Owners' Corporation :-

(1) the supplies, good or services are procured by invitation to tender;

(2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344) of the Laws of Hong Kong; and

(3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or

(ii) if there is no Owners' Corporation :-

(1) the supplies, good or services are procured by invitation to tender;

(2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344) of the Laws of Hong Kong; and

(3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

(c) Sub-clauses (a) and (b) hereof do not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services") :-

(i) where there is an Owners' Corporation, if :-

(1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and

(2) the Owners' Corporation decides by a resolution of the Owners

passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

(ii) where there is no Owners' Corporation, if :-

- (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
- (2) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

5.9 Power of entry

The Manager shall have full right and privilege with or without agents surveyors workmen and others at all reasonable times upon giving prior reasonable written notice (except in case of emergency) to enter into and upon all parts of the Development including all parts of any House or landscape garden or balcony or flat roofs adjoining thereto or roof thereabove or the Motorcycle Parking Space for the purpose of effecting necessary repairs to the Development and enter into and upon any parts thereof for the purposes of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating the Development or any part or parts of the Land and the Development or any sewers, drains, watercourses, cables, pipes, pumps, tanks, wiring or services therein or any other apparatus and equipment used or installed for the benefit of the Development or any part(s) thereof as part(s) of the facilities and amenities thereof and not for the purposes or enjoyment by an individual Owner or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities, or other Owners AND in particular (but without prejudice to the generality of the foregoing) there is reserved unto the Manager the right at all reasonable times upon giving prior reasonable notice (except in the case of emergency) to go pass and repass any of the Houses and/or the Motorcycle Parking Space for the purposes of inspecting, repairing, maintaining the Common Areas and Facilities Provided that the Manager shall cause as little disturbance as possible when carrying out such works and forthwith make good any damage (at its costs and expenses) caused by the negligent, wilful or criminal acts of the Manager, its employees, servants, agents or contractors.

5.10 The Manager shall not effect any improvement to facilities or services which involve expenditure in excess of ten per cent (10%) of the current annual management budget except with the prior approval by a resolution of Owners at a meeting of the Owners convened and conducted in accordance with this Deed.

- 5.11 The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed in respect of any matter concerning the Common Areas and Facilities.
- 5.12 All acts and decisions of the Manager reasonably arrived at in accordance with the provisions hereof in respect of any of the matter aforesaid shall be binding in all respects on all the Owners for the time being.

SECTION VI – OWNERS' COMMITTEE

6.1 Membership of Owners' Committee

- (a) There shall be established and maintained a committee of the Owners consisting of not less than three (3) members. As soon as practicable but in any event not later than nine (9) months after the date hereof, the Manager shall convene a meeting of the Owners to appoint the chairman and other members of the Owners' Committee.
- (b) A member of the Owners' Committee shall hold office until the next Annual Meeting at which he may stand for re-election, unless :-
 - (i) he resigns by notice in writing to the Owners' Committee;
 - (ii) he is removed from office by the Owners by ordinary resolution passed at a meeting of the Owners called for the purpose;
 - (iii) he becomes bankrupt or insolvent or enters into a composition with his creditors;
 - (iv) he is convicted of a criminal offence other than a summary offence not involving his honesty or integrity;
 - (v) he becomes incapacitated by physical or mental illness;
 - (vi) he resides abroad;
 - (vii) he ceases to be eligible as a member of the Owners' Committee; or
 - (viii) he ceases to be an Owner.
- (c) The following persons shall be eligible as a member of the Owners' Committee :-
 - (i) any Owner and, in the event of an Owner being a body corporate, any representative appointed by such Owner. The appointment of representative by a body corporate shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee; or
 - (ii) the husband or wife of any Owner or any adult member of the family of any Owner duly authorized by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee

Provided that such husband, wife or adult member of the family resides in the Development.

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

6.2 Meetings of Owners' Committee

The Owners' Committee shall meet at such times as occasion shall require and in any event, at least once in every period of three (3) months. In regard to such meetings, the following provisions shall apply :-

(a) A meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee.

(b) The person or persons convening the meeting shall, at least seven (7) days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee. Such notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting.

(c) The notice referred to in sub-clause (b) hereof may be given :-

- (i) by delivering it personally to the member of the Owners' Committee;
- (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
- (iii) by leaving it at the member's House or depositing it in the letter box for that House.

(d) The quorum at a meeting of the Owners' Committee shall be fifty per cent (50%) of the members of the Owners' Committee (rounded up to the nearest whole number) or three (3) such members, whichever is the greater.

(e) A meeting of the Owners' Committee shall be presided over by :-

- (i) the chairman; or
- (ii) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.

(f) At a meeting of the Owners' Committee, each member present shall have one (1) vote on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting

vote.

(g) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

6.3 Functions of Owners' Committee

The functions of the Owners' Committee shall be limited to the following :-

- (i) the representing of the Owners in all dealings with the Manager;
- (ii) liaison with the Manager in respect of all matters concerning the management of the Land and the Development;
- (iii) the reviewing of the Budget and the Revised Budget as referred to in **Clauses 4.7(d) and 4.7(f)** respectively;
- (iv) the approving of the Development Rules proposed from time to time by the Manager;
- (v) the undertaking of such other duties as the Manager may, with the approval of the Owners' Committee, delegate to the Owners' Committee;
- (vi) the appointment of accountants for audit of the annual accounts prepared by the Manager;
- (vii) to convene meetings of the Owners;
- (viii) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed; and
- (ix) to act as the Manager during such period when no manager is appointed.

6.4 Duties of Owners' Committee

- (a) The Owners' Committee shall cause to be kept records and minutes of :-
 - (i) The appointment of members of the Owners' Committee and all changes therein; and
 - (ii) All resolutions and proceedings of the Owners' Committee.
- (b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given. Any such person shall also be entitled to obtain extracts or copies therefrom on paying reasonable charges therefor.

SECTION VII – OWNERS' MEETINGS

7.1 From time to time there shall be meetings of the Owners to discuss and decide matters concerning the Land and the Development. In regard to such meetings, the following provisions shall apply :-

- (a) One such meeting to be known as the Annual Meeting shall be held once in each calendar year commencing with the year following the first meeting of Owners mentioned in **Clause 6.1(a)** for the purpose of electing or removing the members of the Owners' Committee and transacting any other business of which due notice is given in the notice convening the meeting.
- (b) A meeting of the Owners may be convened by :-
 - (i) the Owners' Committee;
 - (ii) the Manager; or
 - (iii) an Owner appointed to convene such a meeting by the Owners of not less than five per cent (5%) of the Undivided Shares in aggregate (excluding the Owner of the Common Areas and Facilities Undivided Shares).
- (c) The person convening the meeting shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. Such notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting.
- (d) The notice referred to in sub-clause (c) hereof may be given :-
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's House or depositing it in the letter box for that House.
- (e) The quorum at a meeting of the Owners shall be ten percent (10%) of the Owners (excluding the Owner of the Common Areas and Facilities Undivided Shares). The reference in this sub-clause to "ten percent (10%) of the Owners" shall :-
 - (i) be construed as a reference to ten percent (10%) of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which

the Development is divided; and

(ii) not to be construed as the Owners of ten percent (10%) of the Undivided Shares in aggregate.

(f) The meeting shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (b)(ii) or (iii) hereof, the person convening the meeting.

(g) The person presiding over the meeting shall cause to be kept a record of the persons present at the meeting and notes of the proceedings thereof.

(h) All resolutions put to the vote of the meeting shall be decided on a show of hands unless a poll is (before the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present in person at the meeting. A poll, if demanded, shall be taken at such time and in such manner as the person presiding over the meeting shall direct.

(i) An Owner shall have one vote in respect of each Undivided Share he owns.

(j) An Owner may cast a vote personally or by proxy.

(k) Where two or more persons are the co-owners of an Undivided Share, the vote in respect of that Undivided Share may be cast :-

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

(ii) by a person appointed by the co-owners from amongst themselves; or

(iii) if no appointment has been made under sub-paragraph (i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners.

(l) Where two or more persons are the co-owners of an Undivided Share and more than one of the co-owners seeks to cast a vote in respect of that Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.

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

(n) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344) of the Laws of Hong Kong, and :-

- (i) shall be signed by the Owner; or
- (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by the body corporate in that behalf.

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

(p) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as the Owner present at the meeting.

(q) At the meeting where the chairman and other members of the Owners' Committee are to be elected, the following procedure shall be adopted :-

- (i) Each candidate for election shall be proposed and seconded by any two (2) Owners present either in person or through a duly authorized representative at the meeting; and
- (ii) As soon as all candidates have been proposed and seconded, and provided that such candidates consent to be elected, their names will be put before the meeting who will vote thereon.

(r) In the event that the manager for the time being of the Development is removed, is wound up, resigns, or has a receiving order made against it, then the Owners shall meet for the purpose of appointing another manager and all the foregoing provisions relating to the conduct of proceedings in meetings of the Owners shall apply to that meeting.

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

(t) For the avoidance of doubt, there shall not be any vote attaching to the Common Areas and Facilities Undivided Shares and no Common Areas and Facilities Undivided Shares shall be taken into account for the purpose of calculating the quorum of any meeting of the Owners.

7.2 Save as otherwise provided in this Deed, any resolution on any matter concerning the Land and the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy shall be binding on all Owners
Provided that :-

- (a) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (b) no resolution purported to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid; and
- (c) no resolution shall be valid if it is contrary to the provisions of this Deed or if it purports to alter or amend the provisions of this Deed.

7.3 Notwithstanding the provisions to the contrary contained in **Clauses 7.1 and 7.2**, any resolution for the removal of the Manager shall only be valid if passed by the Owners of not less than fifty per cent (50%) of the total number of Undivided Shares (excluding the Owner of the Common Areas and Facilities Undivided Shares) present in person or by proxy.

7.4 Save as otherwise provided in this Deed, a resolution in writing signed by the Owners of not less than fifty per cent (50%) of the total number of Undivided Shares (excluding the Owner of the Common Areas and Facilities Undivided Shares) shall be as valid and effectual as if it had been passed at a duly convened meeting of the Owners.

7.5 The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting of the Owners or any resolution passed thereat.

SECTION VIII – EXTINGUISHMENT OF RIGHTS

8.1 In the event of any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause as to render the same substantially unfit for habitation or use, the Manager shall convene a meeting of the Owners of the Undivided Shares allocated to such part of the Development that has been damaged (excluding the Owner of the Common Areas and Facilities Undivided Shares) and such meeting may resolve by a seventy-five per cent (75%) majority of such Owners present and voting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Development and in such event the Undivided Shares allocated to such part of the Development (excluding the Common Areas and Facilities 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 to forthwith dispose of the same by public auction or such other means as the Manager may deem appropriate and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of the Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on such part of the Development shall likewise be distributed amongst such Owners. In such event all the rights, privileges, obligations and covenants of such Owners under this Deed shall be extinguished so far as the same relate to such Owners Provided always that if it is resolved to reinstate or rebuild such part of the Development the Owners of the Undivided Shares allocated to such part of the Development (excluding the Owner of the Common Areas and Facilities Undivided Shares) shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the money recoverable from the insurance of such part of the Development in proportion to the respective number of the Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Development and be recoverable as a civil debt.

8.2 The following provisions shall apply to the meeting convened by the Manager as provided in **Clause 8.1** :-

- (a) The Manager shall, at least seven (7) days before the date of the meeting, give notice of the meeting which shall be posted on the public notice boards of the Development. Such notice shall specify the date, time and place of the meeting.
- (b) The quorum at the meeting shall be the Owners of seventy-five per cent (75%) of the Undivided Shares allocated to the damaged part of the Development (excluding the Owner of the Common Areas and Facilities Undivided Shares).
- (c) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same time and day in the next

week at the same place, and if at such adjourned meeting a quorum be not present, the Owners of the Undivided Shares allocated to the damaged part of the Development present shall be deemed to constitute a quorum.

- (d) The meeting shall be presided over by the Manager.
- (e) The person presiding over the meeting shall cause to be kept a record of the persons present at the meeting and notes of the proceedings thereof.
- (f) A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present in person at the meeting. A poll, if demanded, shall be taken at such time and in such manner as the person presiding over the meeting shall direct.
- (g) An Owner entitled to be present shall have one vote in respect of each Undivided Share he owns.
- (h) Votes may be given either personally or by proxy.
- (i) Where two or more persons are the co-owners of an Undivided Share, the vote in respect of that Undivided Share may be cast :-
 - (i) by a proxy jointly appointed by the co-owners;
 - (ii) by a person appointed by the co-owners from amongst themselves; or
 - (iii) if no appointment has been made under sub-paragraph (i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners.
- (j) Where two or more persons are the co-owners of an Undivided Share and more than one of the co-owners seeks to cast a vote in respect of that Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.
- (k) In case of equality of votes the chairman of the meeting shall have a second or casting vote.
- (l) The instrument appointing a proxy shall be lodged with the Manager at least forty-eight (48) hours before the time for the holding of the meeting.
- (m) A proxy appointed by the Owner to attend and vote on behalf of the Owner

shall, for the purposes of the meeting, be treated as the Owner present at the meeting.

- (n) The procedure at the meeting shall be as is determined by the Owners entitled to be present.
- (o) For the avoidance of doubt, there shall not be any vote attaching to the Common Areas and Facilities Undivided Shares and no Common Areas and Facilities Undivided Shares shall be taken into account for the purpose of calculating the quorum of any such meeting.
- (p) A resolution passed by a seventy-five per cent (75%) majority at a duly convened meeting by the Owners entitled to be present and present in person or by proxy shall be binding on all the Owners of the Undivided Shares allocated to the damaged part of the Development Provided that :-
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) no resolution purported to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid; and
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed.
- (q) For the purpose of **Clause 8.1** only, a resolution in writing signed by the Owners of not less than seventy-five per cent (75%) of the Undivided Shares allocated to the damaged part of the Development shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

SECTION IX – MISCELLANEOUS PROVISIONS

- 9.1 The management responsibilities of the Land and the Development shall be transferred free of costs to the Owners' Corporation at its request when it is formed pursuant to the Building Management Ordinance (Cap.344) of the Laws of Hong Kong and the Owners' Corporation shall have all the rights and obligations of and replace the Owners' Committee in Section VI hereof. During the existence of an Owners' Corporation under the said Ordinance, the general meeting of the Owners' Corporation shall take the place of the meeting of Owners under this Deed, and the Management Committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.
- 9.2 Any Owner who does not reside in or occupy his House shall provide the Manager with an address in Hong Kong for service of notices under the terms of this Deed. In the event that the Owner shall fail to provide the Manager with a local corresponding address, then the Manager may treat the address of his House as the address for service of notices.
- 9.3 There shall be public notice boards at such places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Development Rules from time to time in force and all notices which are required hereunder to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
- 9.4 Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the House or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same. Provided However that where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All nonresident Owners must provide the Manager with an address within Hong Kong for service of notices under this Deed. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.
- 9.5 Unless otherwise provided for in this Deed, the covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Houses, the Motorcycle Parking Space, the Common Areas and Facilities and to the

respective Undivided Shares held therewith.

- 9.6 The First Owner shall at its own expense provide a direct translation in Chinese of this Deed and shall ensure that copies of this Deed and the Chinese translation of this Deed are made available within one (1) month from the execution of this Deed for inspection by the Owners at the Caretaker's Office free of costs. A copy of the said Deed and the Chinese translation shall be provided to any Owner upon request at the expense of such Owner. All charges received must be credited to the Special Fund. In the event of any dispute as to the effect between the Chinese translation and the English document of this Deed, the latter shall prevail.
- 9.7 The First Owner shall cause a set of plans showing the Common Areas and Facilities to be prepared by the Authorized Person and certified as to their accuracy by or on behalf of the Authorized Person. Such plans are annexed to this Deed and a copy of these plans shall be deposited and kept at the Caretaker's Office, available for inspection by the Owners during normal office hours free of costs and charges.
- 9.8 The lifts, public lighting, transformer room, pump rooms, pumps and other Common Areas and Facilities shall be under the exclusive control of the Manager and 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 same without the prior written consent of the Manager.
- 9.9 All Houses and/or Motorcycle Parking Space shall be used for the purpose or such other purposes as permitted under the Occupation Permit and shall not be in contravention of the terms and conditions contained in the Conditions.
- 9.10 Upon execution of this Deed, the First Owner shall assign to the Manager free of costs or consideration the whole of the Common Areas and Facilities Undivided Shares together with the Common Areas and Facilities under this Deed subject to and with the benefit of the Conditions and this Deed. The Common Areas and Facilities Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities shall be held by the Manager as trustee for the benefit of all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration the Common Areas and Facilities Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign the Common Areas and Facilities Undivided Shares and/or transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Common Areas and Facilities Undivided Shares together with the Common Areas and Facilities and/or transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold the Common Areas and Facilities Undivided Shares on trust for the benefit of all the Owners.

9.11 (a) The First Owner shall at its own costs and expense prepare and compile for the reference of the Owners and the Manager a Maintenance Manual for the Works and Installations setting out the following details :-

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

(b) The First Owner shall deposit a full copy of the Maintenance Manual for the Works and Installations in the Caretaker's Office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge all of which shall be credited to the Special Fund.

(c) The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Development and their own Houses and/or Motorcycle Parking Space including the Works and Installations.

(d) All costs incidental to the preparation of the schedule of the Works and Installations and Maintenance Manual for the Works and Installations shall be borne by the First Owner.

(e) The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on any necessary revisions to be made to the schedule of the Works and Installations and the Maintenance Manual for the Works and Installations from time to time as they shall deem fit, in which event the Manager shall procure from a qualified professional or consultant the revised schedule of the Works and Installations and the revised Maintenance Manual for

the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed. All costs incidental to the preparation of the revised schedule of the Works and Installations and the revised Maintenance Manual for the Works and Installations shall be paid out of the Special Fund.

- (f) The Manager shall deposit the revised Maintenance Manual for the Works and Installations in the Caretaker's Office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge all of which shall be credited to the Special Fund.
- 9.12 The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (English and Chinese versions) in the Caretaker's Office for reference by all Owners free of charge and for taking copies at their own expense upon payment of a reasonable charge which shall be credited to the Special Fund.
- 9.13 The First Owner shall at his own expense and within the prescribed time period comply with the obligations imposed under Special Condition Nos.(3)(b)(i)(I), (3)(b)(i)(II) and (3)(b)(ii) of the Conditions.
- 9.14 Before completion of the formation of the Green Area and the Green Stippled Black Area in accordance with Special Condition Nos. (3)(b)(i) and (ii) of the Conditions, the First Owner shall at all times at his own expense keep and maintain the existing footpaths and the existing vehicular access over the Green Area and the Green Stippled Black Area in all respects to the satisfaction of the Director of Lands and permit members of the public at all times the unrestricted use of the existing footpaths and the existing vehicular access for all lawful purposes free of cost and without hindrance.
- 9.15 The First Owner shall at all reasonable times while the First Owner is in the possession of the Green Area and the Green Stippled Black Area permit the Government, the Director of Lands and his officers, contractors and agents and any persons authorized by the Director of Lands, the relevant public utility companies authorized by the Government, the officers of the Water Authority and such persons as may be authorized by them the right of ingress, egress and regress to, from and through the Land and the Green Area and the Green Stippled Black Area for the carrying out of such work(s) or for such purpose(s) as stated under Special Condition No.(6) of the Conditions.
- 9.16 The First Owner shall at all reasonable times while the First Owner is in the possession of the Green Area and the Green Stippled Black Area permit the Director of Highways and his officers, contractors and agents, and any persons as may be authorized by the Director of Highways to occupy the Green Area or the Green Stippled Black Area or both the Green Area and the Green Stippled Black Area or any part thereof for the carrying out of such work(s) or for such purpose(s) as stated under Special Condition No. (6) of the Conditions.

9.17 Upon execution of this Deed and provided that the formation of the Green Area and the Green Stippled Black Area in accordance with Special Condition Nos. (3)(b)(i) and (ii) of the Conditions has been completed by the First Owner, until such time as possession of the Green Area and the Green Stippled Black Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Conditions, the Manager shall be responsible for the maintenance of the Green Area and the Green Stippled Black Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands in accordance with Special Condition No.(3)(b)(iii) of the Conditions and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Area and the Green Stippled Black Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein as if they were part of the Common Areas and Facilities.

9.18 It is hereby expressly agreed and declared by the parties hereto that notwithstanding anything hereinbefore contained until such time as the Lender enter into possession of the Land or any part thereof subject to the Debenture and Mortgage or exercise the power of sale conferred on the Lender under the Debenture and Mortgage the obligation for making any payment under this Deed and the other burden and restrictions herein imposed shall not be binding on the Lender and no liability for any payment under this Deed shall be binding on the Lender in respect of any sum accrued prior to the Lender entering into possession or exercising the power of sale. In the event of the Lender entering into possession of the Land or any part thereof under the Debenture and Mortgage, the Lender or such of its assignees pursuant to any such sale as the Lender may designate shall be entitled to exercise the rights given to or reserved by the First Owner hereunder.

9.19 In consideration of the Lender having entered into these presents in its capacity as mortgagee under the Debenture and Mortgage, the First Owner hereby covenants with the Lender that the First Owner shall fully observe and perform all the covenants herein contained to be observed and performed by the First Owner or the Lender while the Debenture and Mortgage shall remain subsisting and shall also fully pay all sums of money payable hereunder by the First Owner or the Lender (if any) and shall further keep the Lender indemnified against the non-observance and non-performance of the said covenant and the non-payment of the said sums of money or any of them.

9.20 For the purpose of Clause 9.19 of this Deed, the expression "First Owner" shall exclude its assigns.

THE FIRST SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares

A. All Houses

5,276 Undivided Shares

House No.	Undivided Shares allocated to each House
1 (with parking spaces nos.1 & 2 on Level 3)	522
2 (with parking spaces nos.3 & 4 on Level 3)	401
3 (with parking spaces nos.5 & 6 on Level 3)	401
5 (with parking spaces nos.7 & 8 on Level 3)	401
6 (with parking spaces nos.9 & 10 on Level 3)	476
7 (with parking spaces nos.1 & 2 on Level 1)	384
8 (with parking spaces nos.3 & 4 on Level 1)	325
9 (with parking spaces nos.5 & 6 on Level 1)	334
10 (with parking spaces nos.7 & 8 on Level 1)	339
11 (with parking spaces nos.9 & 10 on Level 1)	340
12 (with parking spaces nos.11 & 12 on Level 1)	338
13 (with parking spaces nos.13 & 14 on Level 1)	337
15 (with parking spaces nos.15 & 16 on Level 1)	336
16 (with parking spaces nos.17 & 18 on Level 1)	342
Sub-total:	5,276

B. Motorcycle Parking Space 1 Undivided Share

C. Common Areas and Facilities 10 Undivided Shares

Grand Total: 5,287 Undivided Shares

Note: (1) There are no designations of Houses Nos.4 and 14.
(2) For Houses Nos. 1, 2, 3, 5 and 6, the corresponding parking spaces numbers are marked on the Level 3 Floor Plan.
(3) For Houses Nos. 7, 8, 9, 10, 11, 12, 13, 15 and 16, the corresponding parking spaces numbers are marked on the Level 1 Floor Plan.

THE SECOND SCHEDULE ABOVE REFERRED TO

Management Shares

A. All Houses

5,276 Management Shares

House No.	Management Shares allocated to each House
1 (with parking spaces nos.1 & 2 on Level 3)	522
2 (with parking spaces nos.3 & 4 on Level 3)	401
3 (with parking spaces nos.5 & 6 on Level 3)	401
5 (with parking spaces nos.7 & 8 on Level 3)	401
6 (with parking spaces nos.9 & 10 on Level 3)	476
7 (with parking spaces nos.1 & 2 on Level 1)	384
8 (with parking spaces nos.3 & 4 on Level 1)	325
9 (with parking spaces nos.5 & 6 on Level 1)	334
10 (with parking spaces nos.7 & 8 on Level 1)	339
11 (with parking spaces nos.9 & 10 on Level 1)	340
12 (with parking spaces nos.11 & 12 on Level 1)	338
13 (with parking spaces nos.13 & 14 on Level 1)	337
15 (with parking spaces nos.15 & 16 on Level 1)	336
16 (with parking spaces nos.17 & 18 on Level 1)	342
Total:	5,276

B. Motorcycle Parking Space

1 Management Share

Grand Total:

5,277 Management Shares

Note:

- (1) There are no designations of Houses Nos.4 and 14.
- (2) For Houses Nos. 1, 2, 3, 5 and 6, the corresponding parking spaces numbers are marked on the Level 3 Floor Plan.
- (3) For Houses Nos. 7, 8, 9, 10, 11, 12, 13, 15 and 16, the corresponding parking spaces numbers are marked on the Level 1 Floor Plan.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART A

Easements, rights and privileges the benefit of which is held with each Undivided Share together with the full and exclusive right and privilege to hold, use, occupy and enjoy any House and/or Motorcycle Parking Space held therewith

1. Each Owner shall have the benefit of the following easements, rights and privileges subject to the Conditions, this Deed and the Development Rules and subject also to the rights of the Manager and the First Owner as herein provided :-
 - (a) full right and liberty for the Owner, his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass or repass over and along the Common Areas and Facilities and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his House and/or Motorcycle Parking Space;
 - (b) the right to subjacent and lateral support, shelter and protection from the foundations and all other parts of the Development;
 - (c) the free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and all other services from and to his House and/or Motorcycle Parking Space through the sewers, drains, watercourses, 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 of his House and/or Motorcycle Parking Space; and
 - (d) subject to the Recreational Facilities Rules full right and liberty for the Owner and bona vide guests, visitors or invitees (in common with all persons having the like right) to use the Recreational Areas and Facilities.
2. Each Owner may, with the prior written approval of the Manager and in accordance with such terms or conditions as the Manager may impose, with or without servants, workmen and others at all reasonable times on reasonable written notice (except in case of emergency) enter into and upon the other Houses and the Common Areas and Facilities for the purpose of carrying out any work for the maintenance and repair of his House or its services (such work not being the responsibility of the Manager hereunder) where such entry is necessary in the circumstances causing as little disturbance and inconvenience as possible and making good any damage or loss caused thereby.

PART B

Easements, rights and privileges subject to which each Undivided Share together with the full and exclusive right and privilege to hold, use, occupy and enjoy any House and/or Motorcycle Parking Space is held

1. The following are the easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy each House and/or Motorcycle Parking Space is held:
 - (a) The full right and privilege of the Manager at all reasonable times upon prior notice in writing (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon any House and/or Motorcycle Parking Space as may be necessary for the purposes of inspecting, examining, maintaining, repairing, improving the Development or any part thereof or any other apparatus and equipment used or installed for the benefit of the Development or any part thereof which are not for the sole use and enjoyment of any individual Owner.
 - (b) Easements, rights and privileges equivalent to those set forth in paragraphs 1(b) to (d) of Part A of this Schedule.
 - (c) Easements, rights and privileges reserved unto the First Owner under Section III of this Deed.
2. Subject always to the provisions of this Deed, the Manager shall have full right and authority to manage all of the Common Areas and Facilities. Should there be any damage to any of the Common Areas and Facilities caused by the negligent or wilful act or omission of any Owner or his licensees, agents or servants, the Manager shall be entitled to require such Owner to make good the damage or to procure such remedy at the expense of such Owner.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Covenants, provisions and restrictions to be observed and performed

1. No Owner shall do or cause or permit or suffer to be done any act, deed, matter or thing in contravention of the terms and conditions of the Conditions.
2. Every Owner shall at all times observe and perform all the terms, covenants and conditions of this Deed and the Development Rules so long as he remains an Owner.
3. No Owner shall do or cause or permit or suffer to be done and each Owner will take all possible steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and the maintenance of the Development.
4. Subject to the rights reserved unto the First Owner, no Owner shall obstruct or incumber any part of the Common Areas and Facilities nor shall place or leave any furniture, boxes, goods, articles or refuse or other matter or things thereon. If and whenever any matter or things shall be placed or left on any part of the Common Areas and Facilities then the Manager shall have the right without giving any prior notice to the relevant Owner to remove such matter and things from such part of the Common Areas and Facilities and all costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the relevant Owner and such Owner shall not claim against the Manager or its agents, servants, management staff or cleaners for any loss or damage to such matter or things due to such removal. No part of the Common Areas and Facilities shall be used for any business or private purpose and no Owner shall do or cause or permit or suffer to be done anything in the Common Areas and Facilities which may be or become a nuisance, annoyance or inconvenience to any other Owners or occupiers of the Development.
5. No Owner (including the First Owner) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Owners' Committee. Any payment received for such approval shall be credited to the Special Fund. No Owner (including the First Owner) shall have the right to convert or designate any part of his House and/or Motorcycle Parking Space as Common Areas and Facilities unless approved by a resolution of the Owners at a meeting of the Owners convened and conducted in accordance with this Deed. No Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.
6. No Owner shall alter, repair, connect to or in any other way interfere with or affect the working of the Common Areas and Facilities.
7. Each Owner shall at his own costs and expenses keep and maintain in good repair and condition the interior or exterior of his House and/or Motorcycle Parking Space and

everything forming part thereof including but not limited to the Noise Mitigation Measures, all the windows and doors thereof, electrical and sanitary appliances thereto and all wirings, piping, fixtures and fittings therein or appertaining thereto which do not form part of the Common Areas and Facilities.

8. No Owner shall make any structural alteration to his House and/or Motorcycle Parking Space unless approved by the Director of Buildings or any other relevant Government authorities. No Owner shall make any structural alteration which may damage or affect or interfere with the use and enjoyment of any other part of the Development by other Owners. No provisions shall be made pursuant to this Deed preventing an Owner from taking legal action against another Owner in this respect nor shall any Owner use, cut, injure, damage, alter or interfere with any part of the Common Areas and Facilities nor any equipment or apparatus on, in or upon the Land not being equipment or apparatus for the exclusive use, enjoyment and benefit of any such Owner.
9. Each Owner may at his own expense erect or install in his House such non-structural additions, improvements, fixtures, fittings and decoration and remove the same Provided that no such erection, installation or removal shall cause any structural damage or interfere with the other Owners' rights to hold, use, occupy and enjoy their Houses nor shall contravene any Ordinance or Regulations.
10. No Owner or the Manager shall do or cause or permit or suffer to be done any act, deed, matter or thing whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased. In the event of any breach of this paragraph by any Owner, in addition to being responsible for any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach. In the event of any part of the Development being so damaged or destroyed by fire and the money recoverable from the insurance on such part being wholly or partially irrecoverable by reason solely or in part of the act or default of any Owner or his servants, agents, tenants, occupiers or licensees then such Owner shall be responsible for the cost of reinstatement or rebuilding of such part of the Development or a fair proportion thereof as the case may be.
11. Each Owner shall be responsible for and shall indemnify other Owners against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage caused by or as a result of the act or default or negligence or omission of such Owner or his bona fide guests, visitors or invitees or all persons occupying his House with his express or implied consent or by or through or in any way owing to the defective condition of his House or the overflow of water or spread of fire therefrom.
12. Each Owner shall be responsible to pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, default, neglect or omission of such Owner or his bona fide guests, visitors or invitees or all persons occupying his House and/or Motorcycle Parking Space with his express or implied consent. In the case of loss or damage which the Manager is responsible to make good

or repair pursuant to the provisions of this Deed, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by the other Owners for 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.

13. No Owner shall use or cause or permit or suffer his House and/or Motorcycle Parking Space to be used except in accordance with the Conditions, this Deed, the Occupation Permit and any Ordinances and Regulations or other Government permit, consent or requirement from time to time applicable thereto.
14. No Owner shall use or cause or permit or suffer his House and/or Motorcycle Parking Space to be used for any illegal, unlawful or immoral purpose nor shall he do or cause or permit or suffer to be done any act, deed, matter or thing in his House and/or Motorcycle Parking Space which may be or become a nuisance or annoyance or inconvenience to or cause any loss or damage to the other Owners or any part of the Development.
15. All Houses shall not be used for any purpose other than private residential purpose only and in particular shall not be used as for any form of commercial letting or occupancy in bed spaces or cubicles or as an office, store, factory, shop or for any other commercial use or for the conduct of any trade, profession or business whatsoever. No Owner shall use or cause or permit or suffer his House to be used as a funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony, or as an inn, hotel, guest house, boarding house, lodging house, residential care home, metal beater's shop or for any offensive trade or business.
16. No House and/or Motorcycle Parking Space or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.
17. No Owner shall enclose or partition or cause or permit or suffer to be enclosed or partitioned either in whole or in part the Non-Enclosed Areas, the flat roof or roof of his House above safe parapet height. The Non-Enclosed Areas shall only be used as balcony or the covered area beneath the balcony (as the case may be) in relation to or in connection with use and enjoyment of the Houses for which they are provided.
18. No Owner shall without the prior written approval of the Manager install, erect, build or affix or suffer to be installed, erected or built in or on the landscape garden, balcony, flat roof or roof of his House any structure whatsoever whether of a permanent or temporary nature and where such structure have been approved by the Manager the same shall be erected in accordance with the designs approved by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager and shall thereafter be maintained to such standard as may from time to time be laid down by the Manager. The Manager shall have the right to require the relevant Owner

or to enter the relevant Owner's House to remove from such landscape garden, balcony, flat roof or roof of such House such structure at the costs and expenses of the relevant Owner.

19. Subject to the rights reserved unto the First Owner, no Owner shall without the prior written approval of the Manager erect or affix any signs, signboards, notices, advertisements, flags, banners, poles, cages, flower racks, shades or other projections or structures whatsoever to or extending outside the external walls of his House.
20. Subject to the rights reserved unto the First Owner, no Owner shall do or cause or permit or suffer to be done any act, deed, matter or thing which may or will alter the façade or external appearance of his House or the Development including but not limited to changing the colour of the external walls or the colour of the glasses of the windows of his House without the prior written approval of the Manager. Each Owner shall maintain the exterior appearance of his House in uniform appearance with other Houses and in good repair and condition.
21. No air-conditioning units or other units or plants or any other fixtures shall without the prior written consent of the Manager be installed through the windows or external walls of his House other than in the spaces specifically designated for such purposes and all possible measures shall be taken to prevent excessive noise, condensation or dripping onto any part of the Development. Every Owner shall at his own costs and expenses keep and maintain the air-conditioning units or other units or plants serving exclusively his House in good repair and condition.
22. No clothing or laundry shall be hung outside any House or at any part of the Development other than in the spaces specifically designated for such purposes.
23. No Owner shall be entitled to connect to the communal aerial radio or television system installed in the Development except in accordance with the Development Rules relating to the same. No Owner shall install or erect any private aerial radio or television or telecommunication transmitter or receiver or antenna or disc or any similar device at the landscape garden, balcony, flat roof, roof or the external walls of his House.
24. No partitioning shall be erected or installed in any part of the Development which does not leave clear access for emergency exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
25. No Owner shall without the prior written approval of the Manager cause or permit or suffer to be erected, affixed, installed or attached in or on or at the window, balcony or the door or entrance or in front of the parking spaces of his House any metal grille or shutter or gate and the design of any metal grille or shutter or gate shall, prior to the installation thereof, first be submitted to the Manager for his approval and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

26. No Owner shall dispose of, discard or discharge or cause or permit or suffer to be disposed of or discarded or discharged any waste, refuse, rubbish, garbage, litter or other matters or things whatsoever in any part of the Development except using the services or facilities provided specifically designated for the purpose and in such manner as prescribed by the Manager.
27. Except trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision, no Owner shall bring on to or keep any livestock, live poultry, fowls, birds or other animals on any part of the Development except such pets as the Manager may allow and such pets may be kept by an Owner in his House unless the same has been the cause of reasonable complaint by the Owners or occupiers of at least two (2) Houses.
28. No Owner shall store or cause or permit or suffer to be stored any hazardous, dangerous, explosive or combustible goods or substances in his House or in any part of the Development except such as may be reasonably required for the purpose of domestic cooking and heating.
29. No Owner shall do or cause or permit or suffer to be done anything whereby the flushing or drainage system of the Land and the Development may be clogged or the efficient working thereof may be impaired. No Owner shall allow any noxious, dangerous, poisonous or objectionable effluent to be discharged into the pipes, drains or sewers and each Owner shall take all such measures as may be necessary to ensure that any effluent so discharged will not be corrosive or otherwise harmful to the drains or sewers or cause obstruction or deposit therein.
30. No Owner shall use the swimming pool in his House for any purpose other than those for which it was constructed. Any damage resulting from misuse of the swimming pool shall be paid for by the Owner or occupier in whose House it shall have been caused. The Manager shall have the full authority and power to enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in emergency) any House to carry out regular testing, maintenance, reinstatement or rectification of the swimming pool at that Owner's expense. The residents of each House and their guests shall be responsible for their own safety in using the swimming pool.
31. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire-fighting equipment or suffer to be done anything to such sprinkler system or fire-fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) of the Laws of Hong Kong or any relevant Ordinances or Regulations. If any extension of the sprinkler heads or smoke detectors or alteration to the fire-fighting equipment shall be required by any Owner then such works, subject to the prior written consent of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

32. No Owner shall overload or cause or permit or suffer to be overloaded the electrical circuits within the Development and no Owner shall install or use or cause or permit or suffered to be installed or used any equipment, apparatus or machinery which exceeds the loading of the electric main or wiring. No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part of the Development save with the prior written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.
33. Any installation, alteration or repair works which may pass through or affect the Common Areas and Facilities shall, subject to the prior written approval of the Manager, be carried out by the Manager or any contractor appointed or approved by the Manager at the expenses of the Owner requiring such works and in such manner as the Manager shall in its absolute discretion think fit.
34. No Owner shall place on any part of the floors of his House or any part of the Development any article, machinery, goods or merchandise which may cause the maximum floor loading bearing capacity thereof to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to such part of the Development or any fixtures and fittings therein.
35. Each Owner shall at his own costs and expenses maintain and repair and carry out such regular inspection of any lift forming part of his House (if any) as required by the Manager and any relevant Government authorities.
36. No Owner shall produce or cause or permit or suffer to be produced any music or noise (including any sound produced by broadcasting or by any apparatus or equipment capable of producing, reproducing, receiving or recording sound) or vibration or other acts or things in or on his House so as to cause a nuisance or annoyance to or interfere with the rights, comforts and convenience of other residents of the Land and the Development. No Owner shall permit the playing of mahjong in his House between 11:00 p.m. and 7:00 a.m. in such a way as to cause a disturbance or nuisance or annoyance to other residents of the Land and the Development.
37. Each Owner shall promptly pay and discharge all existing and future Government rents, taxes, rates, assessments and outgoings of every kind and description assessed or payable in respect of his House and/or Motorcycle Parking Space and shall indemnify the other Owners from and against all liability therefor.
38. Each Owner shall pay to the Manager on the due date his due proportion of the Management Expenses payable in respect of his House and/or Motorcycle Parking Space as herein provided.
39. The Recreational Areas and Facilities shall only be used for recreational purposes by the residents of the Houses and their bona fide guests, visitors or invitees subject to the

Development Rules and the Recreational Facilities Rules. The opening hours of the Recreational Areas and Facilities shall be such hours as from time to time determined by the Manager and the Recreational Areas and Facilities or any part thereof may be closed periodically by the Manager for the purposes of cleaning, renovation or repair with prior notice in writing posted on the public notice boards of the Development (except in case of emergency).

40. No Owner shall park any motor vehicle in any part of the Development other than in the parking spaces of his House or such part of the Development designated by the Manager for such purpose. No parking spaces inside any House shall be used for any purpose other than for the parking of motor vehicles registered under the Road Traffic Ordinance (Cap.374) of the Laws of Hong Kong and belonging to the Owner of such House or his bona fide guests, visitors or invitees and in particular the parking spaces shall not be used for the storage, display or exhibition of motor vehicles for sale or otherwise.
41. The Owners shall at their own expenses maintain and carry out all works in respect of the Slopes and Retaining Walls within or outside the Land or the Development (if any) as required under the Conditions and in accordance with the "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time) and the Maintenance Manual for Slopes. The Manager is hereby given 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 Slopes and Retaining Walls in compliance with the Conditions and in accordance with the Maintenance Manual for Slopes and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls. The Manager shall not be personally liable for carrying out any such requirements of the Conditions, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners. The First Owner shall deposit a full copy of the Maintenance Manual for Slopes in the Caretaker's Office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense upon payment of a reasonable charge which shall be credited to the Special Fund.
42. The Owners of the Houses which have a common wall adjoining their respective Houses or a common wall separating their Houses or a wall dividing the land upon which the Houses are constructed shall each have the right to the use of the interior surface of the wall on his side subject to an obligation to maintain, repair and reinstate such interior surface. Neither Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner in respect thereof. Neither Owner shall erect any fence or any structure including but not limited to spikes or wires on top of the wall without the written consent of the other Owner. Neither Owner shall put structures of any kind so near to the wall as to cause leakage of water to other side of the wall or likely to cause the wall to collapse. If the wall or any portion thereof 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 costs and expenses.

43. No structure other than Noise Mitigation Measures, fence walls and steps approved by the Director of Lands shall be erected or constructed within the Non-Building Area.
44. No Owner shall interfere with or remove any tree growing on the Land or adjacent thereto without the prior approval of the Director of Lands and the Manager.
45. No Owner shall subdivide or partition his House nor shall sell, assign, mortgage, charge, lease or otherwise dispose of any part or portion of his House separately from the whole to the intent that each House shall be owned and occupied as a single residence.
46. No Owner shall assign, mortgage, charge, underlet or part with possession of or otherwise dispose of his Undivided Share together with the right to the exclusive use and occupation of the roof of his House or any part thereof or any interest therein or enter into any agreement so to do without also at the same time assigning, mortgaging, charging, underletting or parting with possession therewith the right to the exclusive use and occupation of the House immediately therebelow and the Undivided Shares allocated thereto.
47. No Owner shall exercise or attempt to exercise any statutory or common law right to partition or sub-divide the Land into two or more sections or sub-sections.
48. Each Owner shall within one (1) month on ceasing to be an Owner notify the Manager of such cessation and of the name and address of the new Owner. The outgoing Owner shall remain liable for all such outgoings and all such sums payable in accordance with the provisions of this Deed and for the observance and performance of the covenants, terms and conditions of this Deed up to and inclusive of the date of the relevant assignment of his Undivided Shares to new Owners of such Undivided Shares.
49. Subject to paragraph 48 of this Schedule, no person shall, after ceasing to be an Owner, be liable for any debt, liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share he previously owned save and except in respect of any breach, nonobservance or nonperformance by such person of any such covenants, terms and conditions prior to his ceasing to be the Owner thereof.
50. The Owner's responsibilities and liabilities in respect of services and utilities are limited to all electrical cables and wires, pipes (including supports and conduits) and ducts within his House and contained within or passing through walls, ceilings and floors to the median point and in the case of the main supply connection through walls and along and within public areas up to the supply company's meter. In respect of foul water or sewage, the Owner shall be responsible for the cleansing and free flow of solid and liquid waste along piping and up to the main connection with the common piped sewer system.

51. No Owner or residents shall send any employee of the Manager out of the Development on any private business.
52. Children shall not play in the public halls, passages, stairways or driveways. Any damage to the Common Areas and Facilities or discolouration to decorations caused thereto by children shall be paid for by the Owner or residents of the House in which the child or children concerned reside.
53. Bicycles, baby carriages or similar vehicles shall not be allowed to stand unattended in the Common Areas and Facilities or any part thereof.
54. The Motorcycle Parking Space shall not be used for any purpose other than parking of motorcycles licensed under the Road Traffic Ordinance (Cap.374) of the Laws of Hong Kong, any regulations made thereunder and any amending legislation, and belonging to the Owners or the residents of the Development or their bona vide guests, visitors or invitees and in particular the Motorcycle Parking Space shall not be used for the storage, display or exhibition of motorcycles or motor vehicles for sale or otherwise.
55. The Accessible Parking Space shall not be used for any purpose other than the purpose under Special Condition No.(23)(b)(iii) of the Conditions and in particular the Accessible Parking Space shall not be used for the storage, display or exhibition of motor vehicles for sale or otherwise.
56. The Visitors/Disabled Carpark shall not be used for any purpose other than the purpose under Special Condition Nos.(23)(a)(iii) and (23)(b)(i) of the Conditions and in particular the Visitors/Disabled Carpark shall not be used for the storage, display or exhibition of motor vehicles for sale or otherwise.
57. No Owner shall install in his House and/or Motorcycle Parking Space any furnace, boiler or other plant or equipment or use any fuel or use any method of process of manufacture or treatment which might in any circumstances result in the discharge or emission of any pollutant or any noxious, harmful or corrosive matter whether it be in the form of gas, smoke, liquid or otherwise.
58. Notwithstanding anything herein contained to the contrary, the Owners of all Houses shall allow access for the Manager and the qualified personnel engaged by the Manager to enter into and upon the said Houses or any landscape garden or balcony or flat roofs adjoining thereto or roof thereabove with or without agents surveyors workmen and others at all reasonable times upon giving prior reasonable written notice (except in case of emergency) for the purpose of inspecting, keeping and maintaining in good substantial repair and condition and carrying out any necessary works in respect of the Slopes and Retaining Walls in compliance with the Conditions and in accordance with the Maintenance Manual for Slopes and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls.

59. Each Owner shall not carry out any work (whether decorative, structural or non-structural) on the wall surface facing the relevant House or the wall(s) that separates the relevant House and the Common Areas and Facilities without the prior written consent of the Manager and that such works shall not be carried out by any persons except by the contractor(s) nominated by the Manager.
60. The First Owner shall, at its own cost and expenses, comply with Special Conditions Nos.(3), (4) and (6) of the Conditions, in so far as the same have not been complied with as at the date of this Deed.
61. The Motorcycle Parking Space shall not be :-
 - (a) assigned except
 - (i) together with the Undivided Shares giving the right of exclusive use and possession of a House; or
 - (ii) to a person who is already the Owner of Undivided Shares with the right of exclusive use and possession of a House; or
 - (b) underlet except to residents of the Houses.
62. The Caretaker's Office shall not be used other than as the office accommodation for caretakers of the Development.
63. The Greenery Area shall not be used other than as greenery.

THE FIFTH SCHEDULE ABOVE REFERRED TO

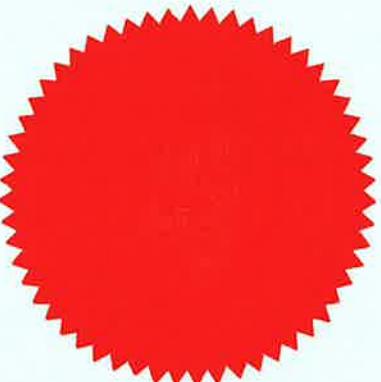
Works and Installations

1. Structural elements;
2. External/wall finishes and roofing materials;
3. Fire safety elements;
4. Plumbing system;
5. Drainage system;
6. Fire services installations and equipment;
7. Electrical wiring system and installations;
8. Lifts installations (if any);
9. Gas supply system;
10. Window installations;
11. Air-conditioning system and ventilation system;
12. Slopes and Retaining Walls;
13. Architectural features and fins; and
14. Signage of the name of the Development and those signage for compliance of statutory requirements.

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

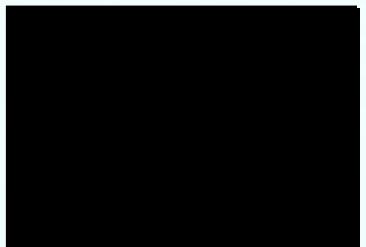
SEALED with the Common Seal of
the First Owner and SIGNED by
FAN MAN SEUNG, VANESSA

person(s) duly authorized by its Board of
Directors whose signature(s) is/are verified by :-)



WONG KEI NGA ANGELA
Solicitor, Hong Kong SAR
Sit, Fung, Kwong & Shum

SIGNED SEALED and DELIVERED by)
the Second Owner in the presence of :-)

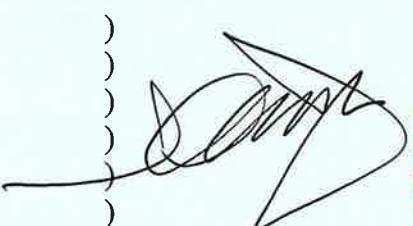


WONG KEI NGA ANGELA
Solicitor, Hong Kong SAR
Sit, Fung, Kwong & Shum

SEALED with the Common Seal of
the Manager and SIGNED by

FAN MAN SEUNG, VANESSA

person(s) duly authorized by its Board of
Directors whose signature(s) is/are verified by :-)



WONG KEI NGA ANGELA
Solicitor, Hong Kong SAR
Sit, Fung, Kwong & Shum

*Chief
Executive

SEALED with the Common Seal of the Lender)
and SIGNED by Mr. Adrian David Li Man-kiu
Executive Director & Deputy Chief Executive Director &
Executive and Mr. Brian David Li Man-bun Executive Director & Deputy Chief Executive
person(s) duly authorized by its Board of Directors / ~~the lawful attorney(s) of the Lender~~)
whose signature(s) is/are verified by :-)

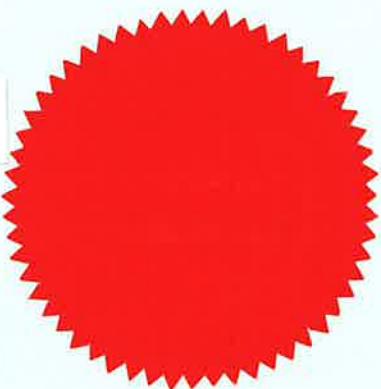
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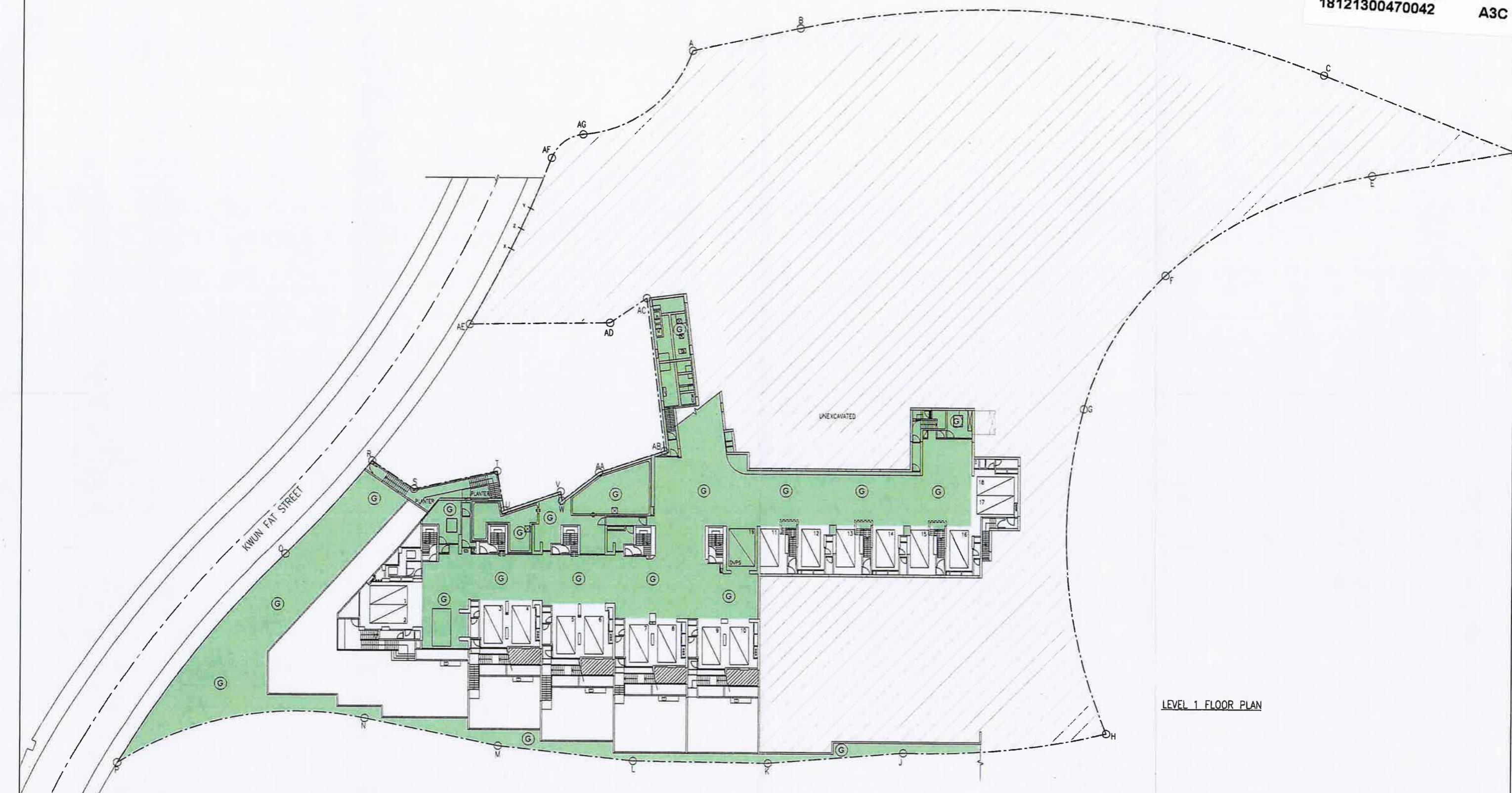
Brian Li

Mr. Brian David Li Man-bun
Executive Director &
Deputy Chief Executive

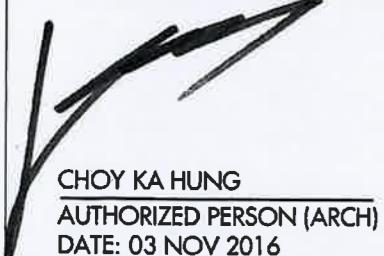
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WONG KEI NGA ANGELA
Solicitor, Hong Kong SAR
Sit, Fung, Kwong & Shum





I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

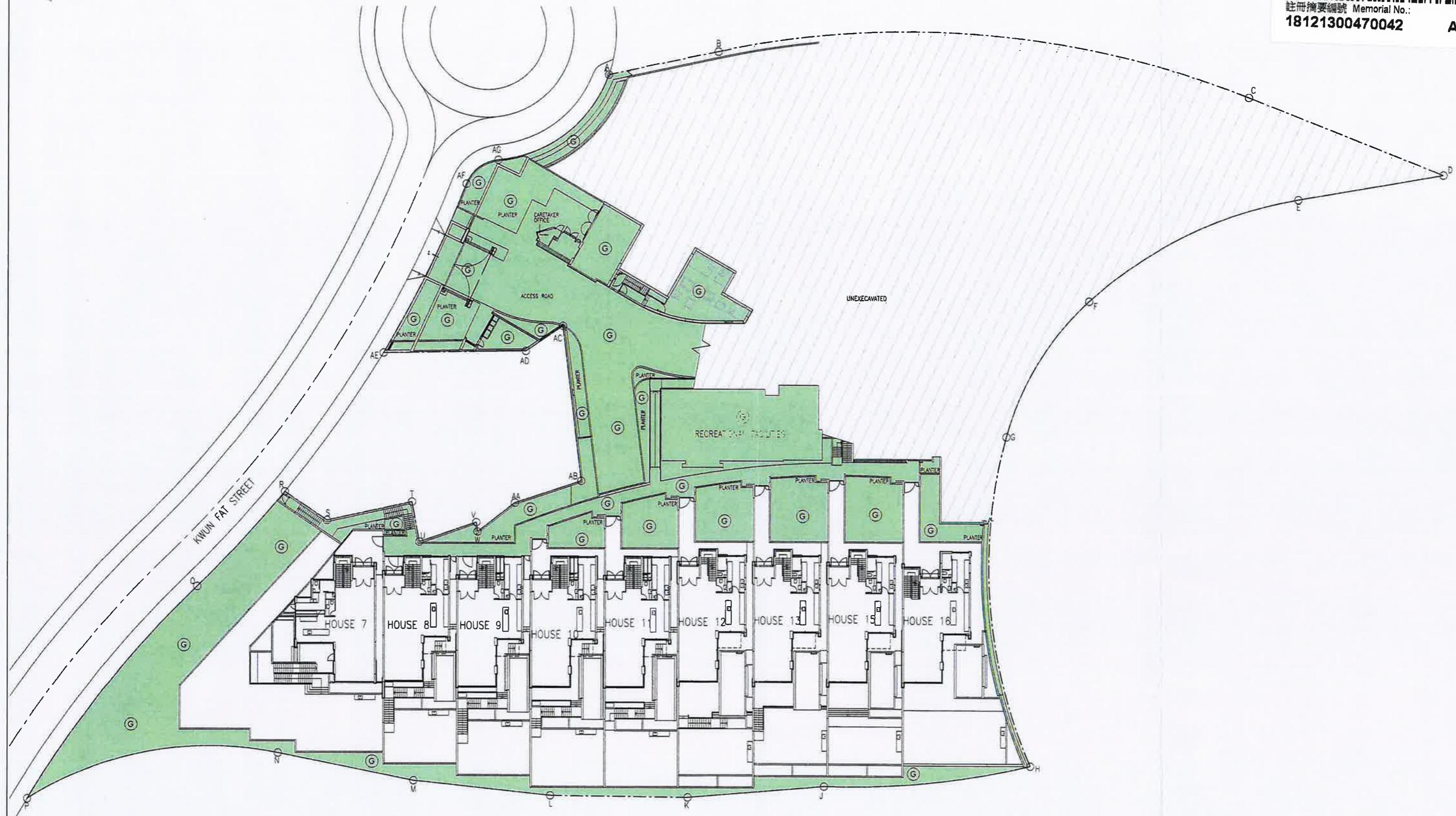

CHOY KA HUNG
AUTHORIZED PERSON (ARCH)
DATE: 03 NOV 2016

LEVEL 1 FLOOR PLAN 1:500

 GREEN - COMMON AREAS AND FACILITIES

FOR IDENTIFICATION PURPOSE ONLY





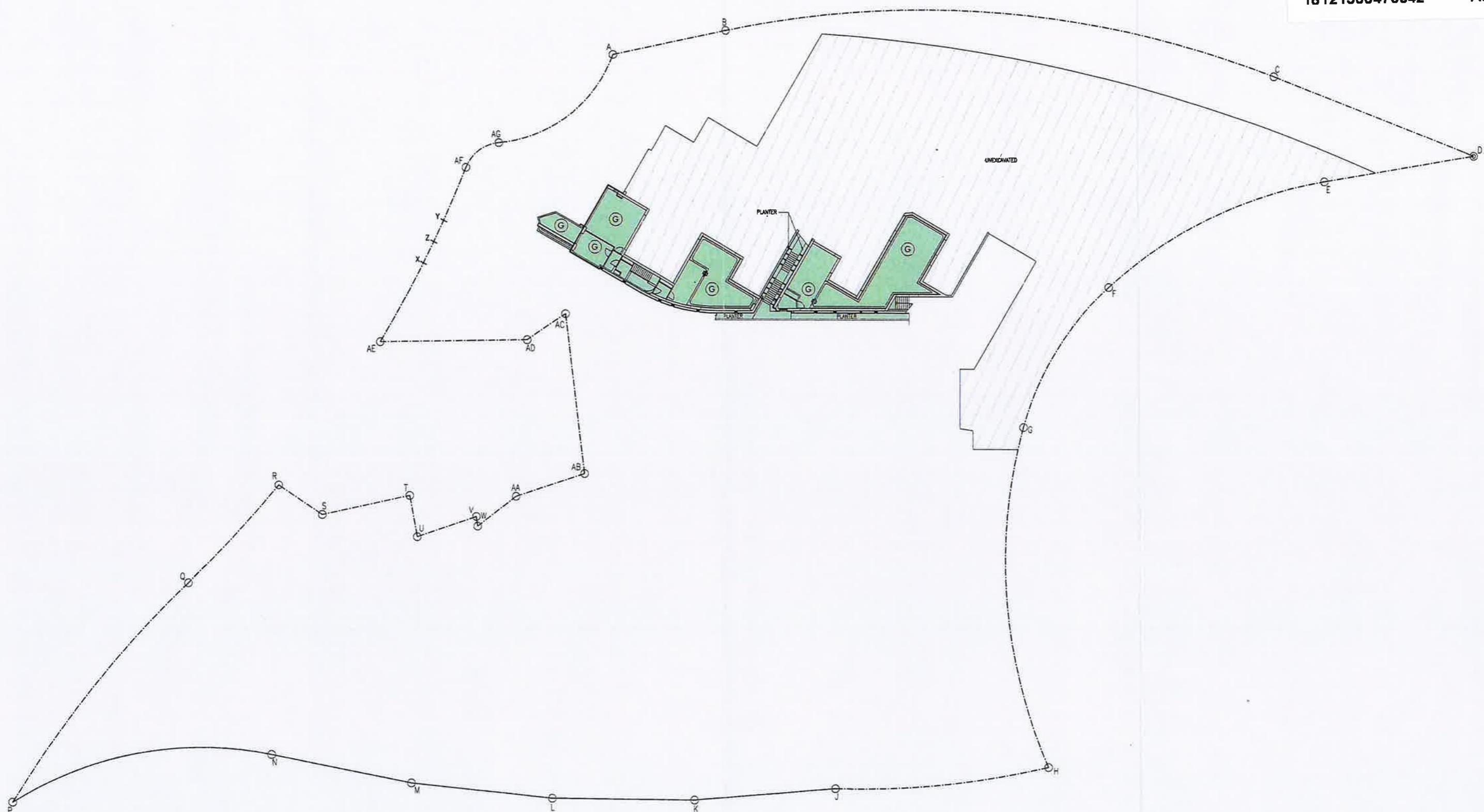
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN


CHOY KA HUNG
AUTHORIZED PERSON (ARCH)
DATE: 03 NOV 2016

LEVEL 2 FLOOR PLAN 1:500

 GREEN - COMMON AREAS AND FACILITIES
FOR IDENTIFICATION PURPOSE ONLY





I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHOY KA HUNG
AUTHORIZED PERSON (ARCH)
DATE: 21 JUNE 2016

+38.80MPD FLOOR PLAN 1:500

© GREEN - COMMON AREAS AND FACILITIES

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CHOY KA HUNG
AUTHORIZED PERSON (ARCH)
DATE: 3 NOV 2016

LEVEL 3 FLOOR PLAN 1:500

● GREEN - COMMON AREAS AND FACILITIES

NOTE: ALL BALCONIES AND THE COVERED AREAS BEHIND THE BALCONIES
ARE NON-ENCLOSED AREA

FOR IDENTIFICATION PURPOSE ONLY



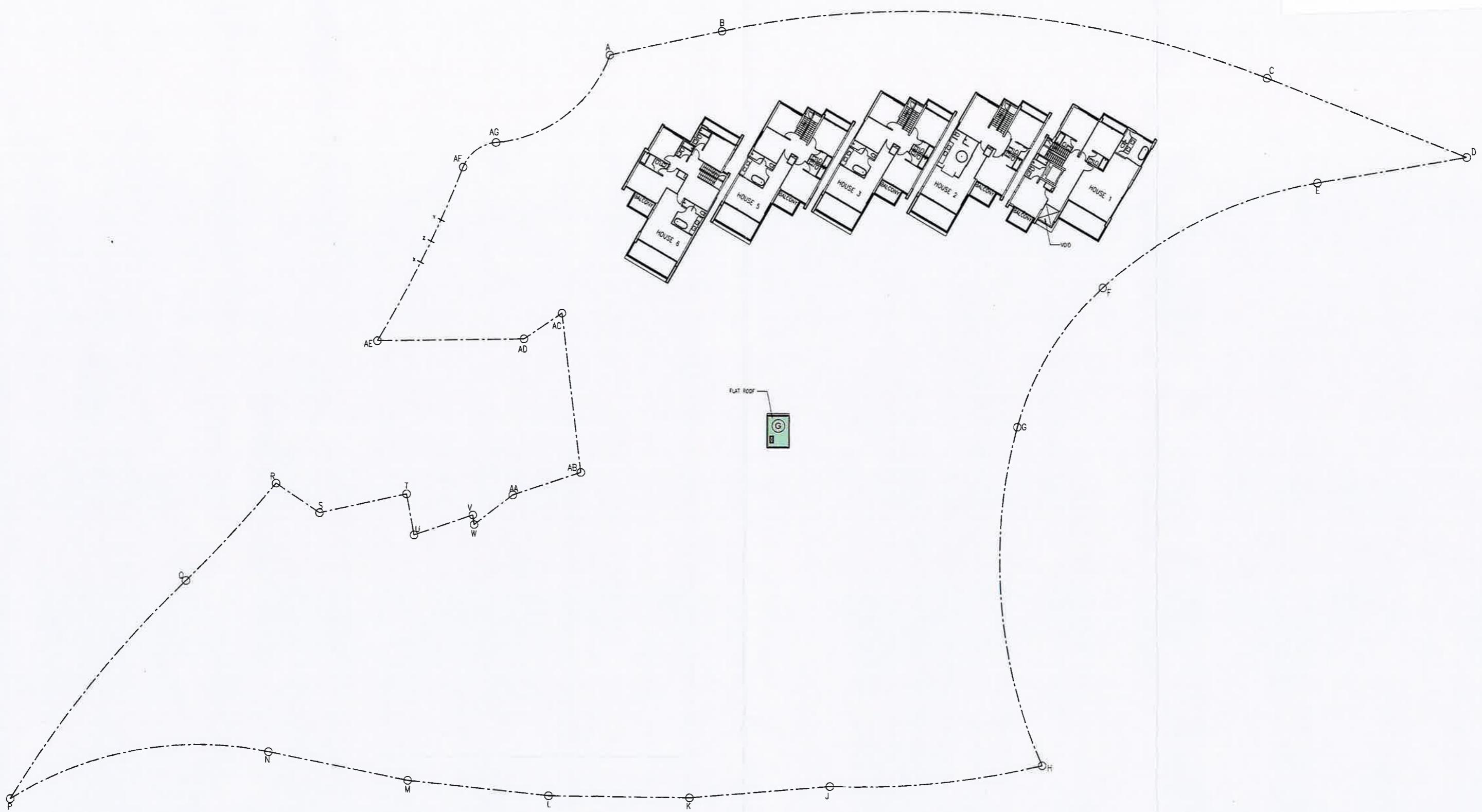
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CHOY KA HUNG
AUTHORIZED PERSON (ARCH)
DATE: 03 NOV 2016

LEVEL 4 FLOOR PLAN 1:500

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AUTHORIZED PERSON (ARCH)
DATE: 21 JUNE 2016

LEVEL 5 FLOOR PLAN 1:500

© GREEN - COMMON AREAS AND FACILITIES



NOTE: ALL BALCONIES AND THE COVERED AREAS BEHIND THE BALCONIES
ARE NON-ENCLOSED AREA

FOR IDENTIFICATION PURPOSE ONLY



LEGEND OF NOISE MITIGATION MEASURES (NMM)

- SOLID PARAPET WALL
- SOLID FENCE WALL (EXCLUDES THE EXTERIOR SURFACE, PLASTER AND COVERING)
- SOLID WALL
- FIXED GLAZING



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CHOY KA HUNG
AUTHORIZED PERSON (ARCH)
DATE: 03 NOV 2016

GROUND FLOOR PLAN 1:500
NOISE MITIGATION MEASURES (NMM)

FOR IDENTIFICATION PURPOSE ONLY





LEGEND OF NOISE MITIGATION MEASURES (NMM)

- SOLID PARAPET WALL
- SOLID WALL
- SOLID WALL WITH ABSORPTION MATERIAL
- FIXED GLAZING
- SOLID PARAPET BALCONY



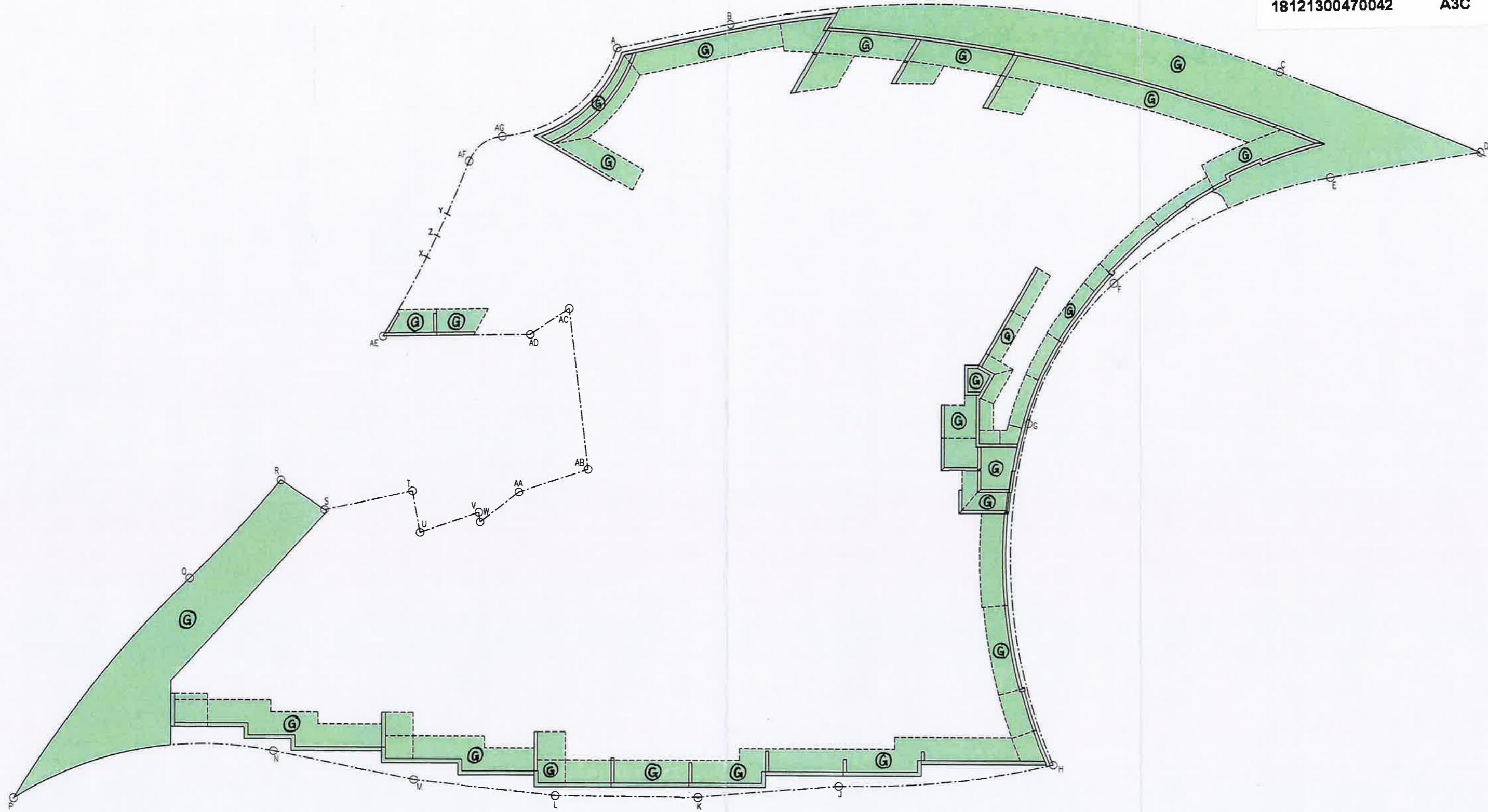
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHOY KA HUNG
AUTHORIZED PERSON (ARCH)
DATE: 03 NOV 2016

FIRST FLOOR PLAN 1:500
NOISE MITIGATION MEASURES (NMM)

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CHOY KA HUNG
AUTHORIZED PERSON (ARCH)
DATE: 23 AUG 2016

PLAN SHOWING LOCATION OF
THE SLOPE STRUCTURES, RETAINING WALL
AND RELATED STRUCTURES 1:500

 SLOPES AND RETAINING WALLS

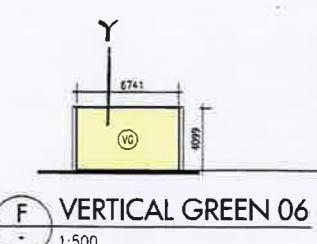
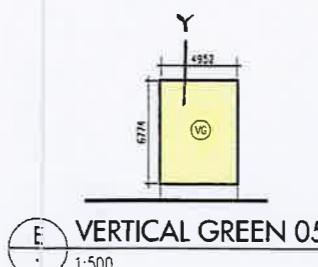
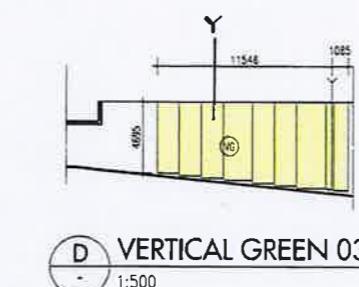
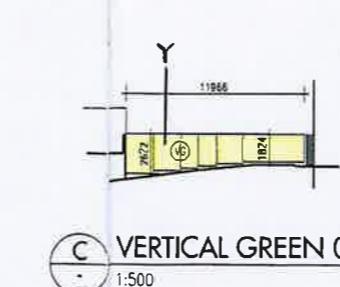
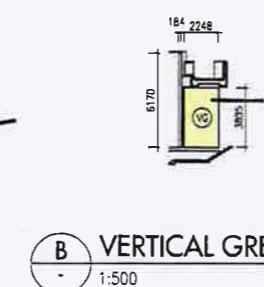
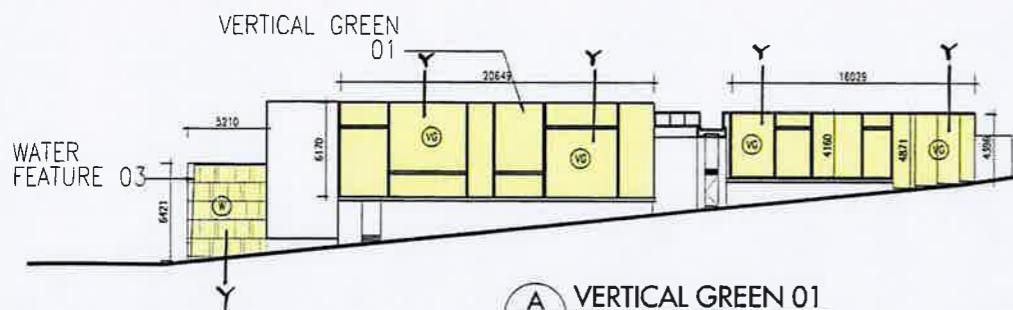
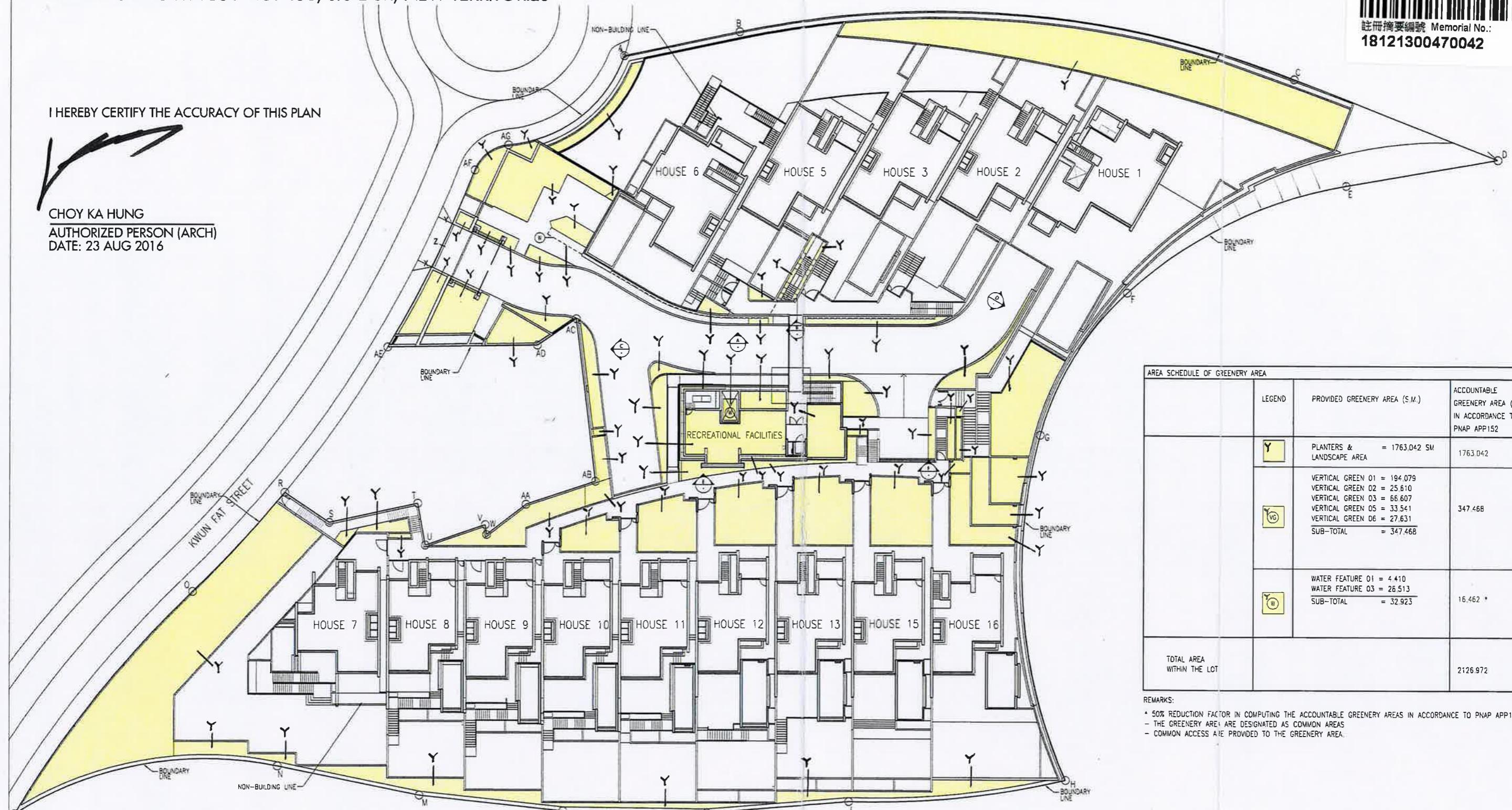
FOR IDENTIFICATION PURPOSE ONLY





I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHOY KA HUNG
AUTHORIZED PERSON (ARCH)
DATE: 23 AUG 2016



LAYOUT OF SITE COVERAGE OF GREENERY

FOR IDENTIFICATION PURPOSE ONLY



Dated the 20th day of November 2018

BILLION IDEAL LIMITED

and

[REDACTED]

and

EMPEROR PROPERTY MANAGEMENT (HK) LIMITED

and

THE BANK OF EAST ASIA, LIMITED

DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT

OF

TUEN MUN TOWN LOT NO.436



註冊摘要編號 Memorial No.:
18121300470042

本文書於2018年12月13日在土地註冊處
以上述註冊摘要編號註冊。

This instrument was registered in the
Land Registry by the above Memorial
No. on 13 December 2018.

土地註冊處處長
Land Registrar

SIT, FUNG, KWONG & SHUM
Solicitors and Notaries
9th Floor, York House,
The Landmark,
No.15 Queen's Road Central,
Hong Kong.

Ref: CSL/100884-6/14/WKN/WLW