

Dated the 11th day of July 2011

GRAND SPARK LIMITED

AND

OCEAN PEAK INTERNATIONAL LIMITED

AND

CHISSAY (PROPERTY MANAGEMENT)
LIMITED

DEED OF MUTUAL COVENANT

AND

MANAGEMENT AGREEMENT

in respect of

SUB-SECTION 1 OF SECTION B OF

INLAND LOT NO.2302 AND

THE EXTENSIONS THERETO



註冊摘要編號 Memorial No.: _____

11072601400047

本文書於2011年7月26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 26 July 2011.

A handwritten signature in black ink, likely belonging to the Acting Land Registrar.

署理土地註冊處處長
Acting Land Registrar

P. C. WOO & CO.,
Solicitors
12th Floor, Prince's Building,
10 Chater Road, Central
Hong Kong

Ref.: 111788:EL:wl (113036)



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THIS DEED is made the 11th day of July Two Thousand and Eleven

BETWEEN

(1) GRAND SPARK LIMITED (承輝有限公司) whose registered office is situate at 29th Floor, K. Wah Centre, 191 Java Road, North Point, Hong Kong (hereinafter called “the First Owner” which expression shall where the context so admits include its successors and assigns) of the first part;

(2) OCEAN PEAK INTERNATIONAL LIMITED (海嶺國際有限公司) whose registered office is situate at 1A, No.18 Cheung Shun Street, Kowloon, Hong Kong (hereinafter called “the First Assignee” which expression shall where the context so admits include (in the case of individual(s)) his/her/their respective executors, administrators and assigns and (in the case of corporation) its successors and assigns) of the second part; and

(3) CHISSAY (PROPERTY MANAGEMENT) LIMITED [捷盛 (物業管理) 有限公司] whose registered office is situate at 29th Floor, K. Wah Centre, 191 Java Road, North Point, Hong Kong (hereinafter called “the Manager” which expression shall where the context so admits include its successors appointed as manager in accordance with the provisions herein) of the third part.

WHEREAS :-

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

“Authorised Person” means Mr. Peter C. C. Mak of WMKY Ltd., which expression shall include any other authorised person or persons for the time being appointed by the First Owner in the place of the said Mr. Peter C. C. Mak;

“Building Plans” means the general building plans and specifications in respect of

the Development or in respect of any part or parts of the Development prepared by the Authorised Person and approved by the Building Authority under Reference No.BD 2/3032/06 and includes any approved amendments thereto;

“Capital Equipment Fund”

means the fund to be established by virtue of and in accordance with Clause 20 of this Deed for expenditure of a capital nature;

“Carpark”

means collectively all the Residential Car Parking Spaces, the Motorcycle Parking Spaces, the Visitors’ Car Parking Spaces and the Carpark Common Areas and Facilities;

“Carpark Common Areas and Facilities”

means all the areas and spaces on the Lobby Floor and First Floor of the Development more particularly shown and coloured Green on the plans annexed hereto and all other areas and spaces in any part or parts of the Lot and/or the Development which are for the common use and benefit of the Owners of the Residential Car Parking Spaces and the Motorcycle Parking Spaces subject always however to the provisions of this Deed and includes such of the passageways, driveways, ramps, accessory areas, circulation passages, void spaces, entrances and exits to the Carpark which are for the common use and benefit of the Owners of the Residential Car Parking Spaces and the Motorcycle Parking Spaces and such of the sewers, drains, water courses, pipes, gutters, wells (if any), aerials, wires and cables, lightning conductor, air-conditioning plant and system (if any) and other services and facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot and/or the Development through which water, sewage, gas, electricity, air-conditioning (if any) and any other services are supplied for the common use and benefit of the Carpark, and lighting, sprinkler systems and such of the facilities, fixtures, fittings, plant, machinery, apparatus and installations from time to

time installed for the common use and benefit of the Carpark in accordance with these presents but EXCLUDING the Development Common Areas and Facilities, the Residential Common Areas and Facilities and such areas within the Lot and/or the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Lot and/or the Development serving only any particular Owner;

“Certificate of Compliance”

means the certificate or letter from the Director of Lands certifying that the positive obligations imposed on the First Owner under the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the whole of the Lot;

“Club House”

means the premises comprising, inter alia, indoor swimming pool, changing rooms and lavatories, games room and such other areas and facilities as are now or from time to time designated by the First Owner and approved by the Director of Lands;

“Common Areas and Facilities”

means collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

“Conditions”

means the documents of title setting forth the rights and entitlements granted by the Government in respect of (inter alia) the Lot, namely certain Agreement and Conditions of Sale registered in the Land Registry as Conditions of Sale No.UB1001 pursuant to which the First Owner is entitled to a Lease of the Lot for the further term of 75 years commencing from the 4th day of October 1995 deemed to have been granted under and by virtue of the Government Leases Ordinance (Cap.40 of the Laws of Hong Kong) upon the expiration of the initial term of 75 years as extended by two letters of the Director of Public Works dated the

15th day of December 1920 and the 3rd day of November 1921 respectively whereby the area of Inland Lot No.2302 was extended and as modified by a Modification Letter dated the 13th day of November 2009 and registered in the Land Registry by Memorial No.09111701160222 and shall include any subsequent extensions or modifications thereto or renewals thereof;

“Consent to Assign”

means the certificate or letter from the Director of Lands granting consent to the First Owner to assign Undivided Shares together with the exclusive right to hold, use, occupy and enjoy a part or parts of the Development before the issue of the Certificate of Compliance;

“Development”

means the whole of the development erected or to be erected on the Lot now known as CHANTILLY (嘉柏薈);

**“Development
Common Areas and
Facilities”**

means and includes such of the passages, entrances, walkways, stairways, landings, platforms, loading and unloading areas, open spaces, slopes and retaining walls (if any), external walls and surfaces from the Lobby Floor to the Second Floor, boundary fence walls, emergency access areas, pavements, landscaped areas, planters and Visitors’ Car Parking Spaces as shown and coloured Indigo on the plans annexed hereto and such of the drains, channels, water mains, sewers, fresh and salt water storage and treatment plants, fresh and salt water intakes and mains, storm water drainage connection and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot and/or the Development through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Lot and/or the Development, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Lot and/or the Development intended for common

use and benefit of the Lot and/or the Development, and such other areas within the Lot and/or the Development and such other systems, devices and facilities within the Lot and/or the Development as are now or from time to time designated by the First Owner for common use and benefit of the Lot and/or the Development in accordance with these presents but EXCLUDING the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities and such areas within the Lot and/or the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Lot and/or the Development serving only any particular Owner;

“Government”

means the Government of the Hong Kong Special Administrative Region;

“House Rules”

means the rules supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to these presents;

“Lot”

means all that piece or parcel of ground registered in the Land Registry as Sub-section One of Section B of Inland Lot No.2302 and the Extensions thereto including any future extension(s) thereto;

“Management Expenses”

means expenses, costs and charges necessarily and reasonably incurred in the management and maintenance of the Development;

“Management Shares”

means those notional shares allocated to the Residential Flats, the Residential Car Parking Spaces and the Motorcycle Parking Spaces as provided in the First Schedule hereto or in any Sub-Deed of Mutual Covenant for the purposes of calculating the contributions payable by their respective Owners towards the management expenditure of the Development;

“Motorcycle Parking Space”

means such space provided on the Lobby Floor and the First Floor of the Development and shown on the car park layout plan approved under Special Condition No.34 of the Conditions the use of which is or will be set aside or reserved for the parking of motorcycles licensed under the Road Traffic Ordinance and belonging to the residents of the Development and their bona fide guests, visitors or invitees in accordance with Special Condition No.28(b) of the Conditions;

“Occupation Permit”

means a temporary or permanent occupation permit issued by the Building Authority in relation to the Development or any part or parts thereof;

“Owner”

means and includes each person in whom for the time being any Undivided Share is vested and registered as such under the Land Registration Ordinance and every joint tenant or tenant in common of any such Undivided Share and its, his, her or their executors, administrators, successors and assigns and where any such Undivided Share has been assigned or charged by way of mortgage the word Owner shall include both mortgagor and mortgagee or chargee in possession or one who has foreclosed;

“Owners’ Committee”

means a committee of the Owners of the Development established under the provisions of these presents;

“Recreational Areas and Facilities”

means and includes the Club House and such recreational areas and facilities for use by the residents of the Development and their bona fide visitors as approved in writing by the Director of Lands under Special Condition No.17 of the Conditions as are now or from time to time constructed by the First Owner and designed for such purposes as may be designated by the First Owner and approved by the Director of Lands;

“Residential Accommodation”

means such parts of the Development constructed or to be constructed for residential purposes in accordance with the

Building Plans and the Conditions;

**“Residential Car
Parking Space”**

means such space or car port provided on the Lobby Floor and the First Floor of the Development and shown on the car park layout plan approved under Special Condition No.34 of the Conditions the use of which is or will be set aside or reserved for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the residents of the Development and their bona fide guests, visitors or invitees in accordance with Special Condition No.28(a)(i) of the Conditions;

**“Residential Common
Areas and Facilities”**

means and includes the Recreational Areas and Facilities, such of the gardens, roofs and flat roofs (not exclusively possessed by an Owner), external walls and surfaces of the Residential Accommodation, passages, entrances, landings, lobbies, lift lobbies, stairways, Owners’ Committee’s office, caretaker’s counter, refuse storage and material recovery chamber, entrance hall, filtration plant room, meter rooms and meter spaces, switch rooms, lift machine rooms, pump rooms, TBE room, air-conditioning plant room, equipment room, sprinkler tank, control room, water tanks, emergency generator room and refuse chutes as shown and coloured Yellow on the plan annexed hereto and such of the aerials broadcast distribution or telecommunications network facilities, meters, transformers, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot and/or the Development through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus and any other areas and any other systems, devices or facilities installed or provided in the Lot and/or the Development intended

for the common use and benefit of the Owners and occupiers of the Residential Accommodation and their bona fide visitors and such other areas within the Lot and/or the Development and such other systems, devices and facilities within the Lot and/or the Development as are now or from time to time designated by the First Owner for common use and benefit of the Residential Accommodation in accordance with these presents but EXCLUDING the Development Common Areas and Facilities, the Carpark Common Areas and Facilities and such areas within the Lot and/or the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Lot and/or the Development serving only any particular Owner;

“Residential Flat”

means a flat in the Residential Accommodation to which Undivided Shares have been or will be allocated;

“Undivided Shares”

means those equal undivided parts or shares of and in the Lot and of and in the Development allocated in accordance with the provisions of these presents or in accordance with any Sub-Deed of Mutual Covenant;

“Unit”

means any Residential Flat or Residential Car Parking Space or Motorcycle Parking Space or any part of the Development the exclusive right to the use occupation and enjoyment of which belongs or is capable of being assigned to an Owner;

**“Visitors’ Car
Parking Space”**

means such space or car port provided on the Lobby Floor and the First Floor of the Development and shown on the car park layout plan approved under Special Condition No.34 of the Conditions the use of which is or will be set aside or reserved for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the bona fide guests, visitors or invitees of the residents of the Development in accordance with Special

Condition No.28(a)(iii) of the Conditions; and

**“Works and
Installations”**

means all major works and installations in the Development requiring regular maintenance on a recurrent basis as set out in the Fourth Schedule hereto.

(B) Immediately prior to the assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the Lot HELD from the Government for the further term of 75 years commencing from the 4th day of October 1995 deemed to have been granted under and by virtue of the Government Leases Ordinance (Cap.40 of the Laws of Hong Kong) upon the expiration of the initial term of 75 years subject to the Conditions.

(C) The First Owner has developed and erected on the Lot the Development and has obtained the Certificate of Compliance in respect thereof and is entitled to assign or otherwise dispose of the Undivided Shares together with the right to the exclusive use and occupation of a part or parts of the Development.

(D) For the purposes of sale the Lot and the Development have been notionally divided into 7,941 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.

(E) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee All That Flat B on 5th Floor and Car Parking Space No.C5 and Motorcycle Parking Space No.M2 of the Development (hereinafter called “the said premises”) subject to and with the benefit of the Conditions.

(F) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Lot and the Development and the Common Areas and Facilities therein and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.

(G) The Director of Lands has approved the terms of this Deed of Mutual Covenant and Management Agreement in accordance with Special Condition No.25 of the Conditions.

(H) In these presents (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and vice versa and words importing persons shall include corporations and vice versa.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter subject to and with the benefit of the Conditions have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Lot and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the said premises assigned to the First Assignee as aforesaid and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed.
2. The First Assignee shall at all times hereafter subject to and with the benefit of the Conditions and these presents have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the said premises together with the appurtenances thereto and the entire rents and profits thereof.
3. Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the SECOND SCHEDULE hereto and the express covenants and provisions herein contained.
4. The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and

restrictions contained herein and in the THIRD SCHEDULE hereto.

5. Subject to the Conditions, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of this Deed.

6. (a) The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share or Shares with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall not extend to leases or tenancies the terms of which shall not exceed ten (10) years at any one time.
- (b) The right to the exclusive use, occupation and enjoyment of any balcony and/or utility platform shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Flat with which the balcony and/or utility platform (if any) is held.
- (c) No Undivided Share together with the right to the exclusive use, occupation and enjoyment of any of the Residential Car Parking Spaces and/or the Motorcycle Parking Spaces shall be sold or assigned except (i) together with any Undivided Share giving the right to the exclusive use and possession of a Residential Flat or Residential Flats; or (ii) to an Owner of any Undivided Share with the right to the exclusive use and possession of a Residential Flat or Residential Flats.
- (d) No Residential Car Parking Space and/or Motorcycle Parking Space shall be leased or underlet except to the residents of the Residential Flat(s).

- (e) No more than three in number of the total of the Residential Car Parking Spaces and the Motorcycle Parking Spaces shall be sold or assigned to the Owner of, or leased or underlet to the resident of, any one Residential Flat.
 - (f) Notwithstanding sub-clauses (c), (d) and (e) of this clause 6, the First Owner may, with the prior written consent of the Director of Lands, assign all the Residential Car Parking Spaces and the Motorcycle Parking Spaces as a whole to a wholly-owned subsidiary company of the First Owner.
- 7.
- (a) Every Owner and his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with others having like rights) to go pass and repass over and along and to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same and every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Flat or Residential Car Parking Space/Motorcycle Parking Space together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities or the Carpark Common Areas and Facilities (as the case may be) for all purposes connected with the proper use and enjoyment of the same SUBJECT ALWAYS TO the provisions herein, the rights of the Manager and the House Rules relating thereto PROVIDED THAT the Carpark Common Areas and Facilities may be used for or in connection with the proper use and enjoyment of the Visitors' Car Parking Spaces subject to the provisions of the Conditions and this Deed provided that the persons permitted to use the Visitors' Car Parking Spaces shall not interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and shall comply with the House Rules (if any) and other regulations (if any) from time to time in force in respect of the Carpark Common Areas and Facilities and the Visitors' Car Parking Spaces.
 - (b) The Visitors' Car Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic

Ordinance and belonging to the bona fide guests, visitors or invitees subject to the provisions of this Deed and the House Rules (if any) and the control of the Manager.

- (c) Upon the execution of this Deed, the First Owner shall assign the whole of the Common Areas and Facilities together with the number of Undivided Shares relating thereto to the Manager free of costs or consideration for the general amenity of the Owners and other residents of the Development subject to the Conditions and subject to this Deed. Such Undivided Shares shall be held by the Manager as trustee for all the Owners for the time being and in the event that the Manager shall 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 such Undivided Shares together with the Common Areas and Facilities they represent to the new manager free of costs or consideration and in the event an Owners' Corporation of the Development has been duly incorporated under the Building Management Ordinance (Cap.344 of the Laws of Hong Kong), the said Owners' Corporation may require the Manager to assign such Undivided Shares together with the Common Areas and Facilities they represent to the said Owners' Corporation free of costs or consideration who shall thereupon hold the same as trustee for all the Owners for the time being PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights and powers of the Manager contained in this Deed.

SECTION II

ADDITIONAL RIGHTS OF THE FIRST OWNER

8. (a) The First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the right at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights :-

- (i) The right to use such part or parts of the Lot and the Development the sole and exclusive right to hold, use, occupy and enjoy which and to receive the rents and profits therefrom is then beneficially owned by the First Owner in such manner as it thinks fit including, but not limited to, the construction or paving of additional parking spaces or the construction of any structures or the provision of recreational or other facilities thereon PROVIDED THAT any such use shall not contravene the terms and conditions of the Conditions and where necessary, subject to the prior approval of the Director of Lands and/or the Building Authority and/or other Government authorities and subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed).
- (ii) At all times hereafter but subject to and with the benefit of the Conditions and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the other Owners to sell, assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares and the premises held therewith retained by the First Owner.
- (iii) The right to change, amend, vary, add to or alter the Building Plans existing at the date hereof without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands and/or other Government authorities pursuant to the Conditions PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns and an Owner's right to use and enjoy the Common Areas and Facilities or unreasonably impede or restrict the access to and from any such part of the Development.

- (iv) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Conditions (including the plan(s) annexed thereto) in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict the access to or from any such part of the Development.
- (v) To enter into and upon all parts of the Lot and the Development (save and except those parts of the Lot and the Development the sole and exclusive right to the use enjoyment and occupation of which has been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of constructing the other parts of the Development in accordance with the Conditions and may, for such purpose, carry out all such works in, under, on or over the Lot and the Development (save and except those parts as aforesaid) as it may from time to time see fit. The right of the First Owner to enter the Lot and the Development (save and except those parts as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Development (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the First Owner shall make good any disturbance, damage or loss that may be caused by or arise from such construction works PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of

the Development which he owns or unreasonably impede or restrict the access to or from any such part of the Development.

- (vi) Subject to the Conditions and the prior written approval by a resolution at a meeting of the Owners, or the Owners' Corporation, if formed, the right for the First Owner, its licensees or other third parties to affix, maintain, alter, renew and remove any one or more signs, advertisements (illuminated or otherwise), masts, aerials, antennae, satellite dish, cables, lightning conductors and lighting and other fixtures of whatsoever kind on any part or parts of the Common Areas and Facilities and such other areas of the Development the exclusive right to hold, use, occupy and enjoy which has not been assigned by the First Owner and the right to enter into and upon any part of the Development (provided that the entry into of any individual Units shall be made with the consent of the Owners of such individual Units) with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid if the same relate to the common use or benefit of the Development and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit PROVIDED THAT any monetary income derived from such licence or permit or grant shall go to the Capital Equipment Fund if the same relates to the Common Areas and Facilities AND PROVIDED FURTHER THAT any such sign, advertisement, mast, aerial, antennae, satellite dish, cables, lightning conductor or lighting or other fixtures shall not unreasonably interfere with the use and enjoyment by other Owners of the part or parts of the Development owned by them and the Common Areas and Facilities and any such use of the Common Areas and Facilities shall be subject to the prior written approval by a resolution at meeting of the Owners, or the Owners' Corporation, if formed.

- (vii) The right to change the name of the Development at any time as the First Owner shall deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner by giving three (3) months' prior notice to the Owners and shall not be liable to any Owner or other person having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith.
- (viii) The right to dedicate to the public any part or parts of the Lot and/or the Development the sole and exclusive right to hold, use, occupy and enjoy which is then beneficially owned by the First Owner for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit PROVIDED THAT in making such dedication the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict the access to or from any such part of the Development and PROVIDED FURTHER THAT no Owner except the First Owner shall have any claim for any benefit in the event that the Building Authority may permit the site coverage or the plot ratio for any building or buildings or for any part or parts of any building or buildings within the Lot to exceed the permitted percentage site coverage or the permitted plot ratio, as the case may be, as a result of such dedication or in the event that the Government may offer any money or grant any land as compensation for or in exchange of such dedication.
- (ix) The right to adjust and/or re-align the boundary of the Lot and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender, extension or regrant PROVIDED THAT such adjustment or re-alignment of the boundary of the Lot shall not affect an Owner's right to hold, use,

occupy and enjoy his Unit or to access to and from his Unit PROVIDED FURTHER THAT any premiums and fees payable for such adjustment or re-alignment of the boundary of the Lot shall be borne by the First Owner.

- (x) The right to enter into a Sub-Deed of Mutual Covenant in respect of any part or parts of the Development subject to the approval of the Director of Lands (if necessary) PROVIDED THAT such Sub-Deed of Mutual Covenant shall not conflict with the provisions of this Deed or affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Deed of Mutual Covenant.
- (xi) The right to delegate any or all of the rights and powers of the First Owner hereunder to the Manager (who shall have full right to sub-delegate) in such manner and upon such terms as the First Owner shall deem fit PROVIDED THAT the Manager shall not transfer or assign his duties or obligations under this Deed to any person and he must remain responsible to the Manager.

- 9. (a) 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 to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant.
- (b) Every Assignment by an Owner of the Undivided Shares and the part of the Development that he owns shall include a covenant in substantially the

following terms: “The Purchaser hereby covenants with the Vendor for itself and as agent for Grand Spark Limited (which expression shall include its successors assigns (other than the Purchaser) and attorneys) (“the First Owner”) for the purpose of enabling the First Owner to exercise all or any of the covenants, rights, entitlements, exceptions and reservations granted, excepted and reserved under Clause 8 of the Deed of Mutual Covenant and Management Agreement dated 11th July 2011 relating to Sub-section 1 of Section B of Inland Lot No.2302 and The Extensions thereto (the “Deed of Mutual Covenant”) and to the intent that such covenants shall run with the Property and be binding on the Purchaser, his executors, administrators, successors in title and assigns 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 Covenantee Purchaser”) and shall enure for the benefit of the Development and be enforceable by the First Owner and its successors and assigns that :-

- (i) the Covenantee Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the First Owner under Clause 8 of the Deed of Mutual Covenant and the Covenantee Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, entitlements, exceptions and reservations by the First Owner;
- (ii) the Covenantee Purchaser shall, if required by the First Owner, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, entitlements, exceptions and reservations by the First Owner, under Clause 8 of the Deed of Mutual Covenant, to facilitate the exercise of the said covenants, rights, entitlements, exceptions and reservations by the First Owner;
- (iii) the Covenantee Purchaser hereby expressly and irrevocably appoints the First Owner to be its attorney (with full power of

substitution and delegation and who, may act through such officers, employees, agents, nominees and any substitute attorneys as the First Owner may from time to time appoint) and grants unto the First Owner the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the said covenants, rights, entitlements, exceptions and reservations conferred on the First Owner as aforesaid and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the First Owner shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser;

- (iv) the Covenanting Purchaser shall abide by the provisions of the Deed of Mutual Covenant as if the same terms and covenants on the part of the First Assignee set out therein are made directly by the Covenanting Purchaser; and
- (v) 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 binding covenants on terms identical in scope and extent to the covenants (i), (ii), (iii) and (iv) hereinbefore contained and this covenant (v). Such covenant shall be deemed to have been made with the Covenanting Purchaser for itself and as agent for the First Owner by the said purchaser or

assignee.

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (v) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii), (iii) and (iv) 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 covenants identical in scope and extent to the covenants (i), (ii), (iii), (iv) and (v) hereinbefore contained."

SECTION III

MANAGER AND MANAGEMENT CHARGES

10. Subject to the provisions of the Building Management Ordinance (Cap.344 of the Laws of Hong Kong), the parties hereto have agreed with the Manager for the Manager to undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Lot and the Development and the Common Areas and Facilities therein (all or any of which activities where not inapplicable are herein included under the word "management") from the date of this Deed for an initial period of two (2) years and such appointment shall continue until terminated by the Manager giving to the Owners' Committee not less than three (3) calendar months' notice in writing to terminate the same or, where there is no Owners' Committee, by the Manager giving not less than three (3) calendar months' notice in writing to each of the Owners and by displaying such a notice in a prominent place in the Development to terminate the same or in the event that it is dismissed by a resolution of the Owners in the manner as hereinafter provided or in the event that it is wound up or has a receiving order made against it.

11. In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed or wound up or having a receiving order made against it, the chairman or any two (2) members of the Owners' Committee shall forthwith convene a meeting of the Owners' Committee to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting convened as aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager

hereunder. If the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in his place any movable property in respect of the control, management and administration of the Lot and the Development that are under his control or in his custody or possession, and that belongs to the Owners' Corporation (if formed) or the Owners. In such event, the Manager shall also within two (2) months of the date his appointment ends (a) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ended and a balance sheet as at the date his appointment ended, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and (b) deliver to the Owners' Committee (if any) or the manager appointed in his place any books or records of account, papers, documents and other records in respect of the control, management and administration of the Lot and the Development that are under his control or in his custody or possession. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Development be without a responsible duly appointed manager to manage the Development or any part or parts thereof after the date of this Deed covering the same.

12. The annual remuneration of the Manager for the performance of its duties hereunder shall be fifteen per cent (15%) (which percentage shall not be varied except with the approval by resolution at meetings of the Owners, the Owners' Committee or the Owners' Corporation, if formed) of the total annual expenditure (excluding the remuneration of the Manager and excluding expenditure of a capital nature drawn out of the Capital Equipment Fund) necessarily and reasonably incurred in the management of the Lot and the Development. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. Payment of the Manager's remuneration hereunder shall be in advance by twelve (12) equal calendar monthly instalments each such payment to be made on the first day of each month and in the sum of one twelfth of the annual remuneration of the Manager being fifteen per cent (15%) (which percentage shall not be varied except with the approval by

resolution at meetings of the Owners, the Owners' Committee or the Owners' Corporation, if formed) of the total annual expenditure (excluding the remuneration of the Manager and excluding expenditure of a capital nature which means expenditure of a kind not incurred annually) for the management of the Lot and the Development payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 13-16 hereof and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 36 hereof. Notwithstanding anything contained herein to the contrary, the Owners' Committee (or the Owners' Corporation, if formed) may by a resolution of the Owners at the Owners' meeting be empowered to decide to include any capital expenditure or expenditure drawn out of the Capital Equipment Fund for calculating the Manager's remuneration at the rate applicable under the preceding provisions of this Clause, or at such lower rate as the Owners' Committee (or the Owners' Corporation, if formed) may consider appropriate.

13. For the purpose of fixing the contributions payable by the Owners an annual budget showing the estimated Management Expenses for the ensuing year shall be prepared by the Manager. The first annual budget shall be prepared by the Manager prior to the date of this Deed and shall cover the period from the date of this Deed until, if the date of this Deed is on or before 30th June of the year, 31st December of the same year, or if such date is after 30th June of the year, until 31st December of the following year. After the formation of the Owners' Committee in accordance with the provisions of this Deed, such annual budget shall be prepared in consultation with the Owners' Committee prior to the commencement of the ensuing year. In relation to such annual budget, the following provisions shall apply :-

- (a) The annual budget shall cover all Management Expenses pursuant to the provisions of this Deed and including without limiting the generality of the foregoing the following items :-
 - (i) The costs and expenses in connection with the carrying out of all or any of the duties of the Manager;
 - (ii) The Manager's remuneration;

- (iii) The due proportion of the Government Rent and charges for electricity, water, gas and telephone used in connection with the Common Areas and Facilities, and the lifts and insurance premia payable on any policy taken out by the Manager as herein provided and any other expenses charged or assessed on or payable in respect of the Development for the benefit of all the Owners provided that upon the Government Rent being apportioned under the Government Rent and Premium (Apportionment) Ordinance (Cap.125 of the Laws of Hong Kong), such Government Rent shall not be included as part of the Management Expenses but shall be paid to the Government directly by the Owner of each relevant Unit according to the said apportionment;
- (iv) The cost of operating, maintaining, servicing, controlling, renovating, keeping in good and tenantable repair and condition (including whenever necessary the cost of replacement) all the Common Areas and Facilities, the foundations, main walls, supports, beams, flue pipes and all external parts of the Development, and all the drains, water tanks, wirings, fire fighting equipment, electric pumps, pipes, conduits, plumbing apparatus (if any) and lifts (except as regards damage caused by or resulting from any act, default or negligence of any Owner(s) or occupier(s), his or her or their servants, agents, tenants or licensees for which damage such Owner(s) shall be solely responsible and so that each of the Owner(s) herein shall be responsible for the acts, defaults and negligence of the occupier of his or her Unit, his or her or their servants, agents, tenants and licensees);
- (v) All charges, assessments, impositions and other outgoings, payable in respect of all parts of the Common Areas and Facilities;
- (vi) The sum which will be reasonably necessary to meet payment

under the Capital Equipment Fund as mentioned in Clause 20 of this Deed;

- (vii) The costs of inspection, keeping and maintenance of all slopes, retaining walls or other structures (if any) within or outside the Lot as required by the Conditions and in accordance with “Geoguide 5 -Guide to Slope Maintenance” issued by the Geotechnical Engineering Office as amended from time to time;
- (viii) The cost of all fuel and oil incurred in connection with the operation of and the costs of hiring all necessary plants, equipments and machineries provided by the Manager for the benefit of or as are required for the management of the Development or any part thereof;
- (ix) The cost of providing and operating emergency generators and the cost of providing emergency lighting to the Development or any part thereof;
- (x) Rates, air-conditioning charges, water consumption and electricity charges, telephone charges and the costs of furniture, fixtures, fittings and other appliances in or in respect of the management office within the Development;
- (xi) Postage and the costs of stationery, printing and other sundry items incurred by the Manager in connection with the management of the Development;
- (xii) The provision and remuneration of watchmen, caretakers, security guards, cleaners and such other staff and services as may be required wholly and exclusively for the proper management and security of the Lot and the Development;
- (xiii) The costs of carrying out the obligations and maintenance works imposed upon the Owners under the Conditions;

- (xiv) 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 or administration of the Lot and the Development;
- (xv) All reasonable professional fees and costs incurred by the Manager including :-
 - (1) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Lot and the Development;
 - (2) solicitors and other legal fees and costs incurred in connection with the carrying out of all or any of the duties of the Manager under this Deed; and
 - (3) fees and costs of any accountants and/or auditors employed in connection with the preparation or audit of the accounts as hereinafter referred to;
- (xvi) A sum for contingencies and provisions for future deficits;
- (xvii) The costs of purchasing or hiring all plant, equipment, apparatus and machinery for common use of the Development;
- (xviii) The cost of effecting insurance in respect of or in connection with the Lot and the Development against damage by fire and/or such other perils and the Manager against third party, or public liability or employees' compensation risks or any other insurance policy considered necessary by the Manager; and
- (xix) Any other items of expenditure which, subject to the approval of the Owners' Committee, are considered to be reasonably necessary for the administration, management and maintenance of

the Lot and the Development;

(b) Such annual budget shall be in three parts :-

- (i) Where any expenditure relates to the Residential Common Areas and Facilities the expenditure shall form part of the Management Expenses of the Residential Flats (hereinafter called "Residential Management Expenses") and shall be borne by all Owners of the Residential Flats;
- (ii) Where any expenditure relates to the Carpark Common Areas and Facilities the expenditure shall form part of the Management Expenses of the Residential Car Parking Spaces and Motorcycle Parking Spaces (hereinafter called "Car Park Management Expenses") and shall be borne by all Owners of the Residential Car Parking Spaces and Motorcycle Parking Spaces; and
- (iii) Where any expenditure relates to the Development Common Areas and Facilities which does not fall under any of paragraphs (i) and (ii) of this sub-clause (b) the expenditure shall form part of the Management Expenses of the Development as a whole (hereinafter called "Development Management Expenses") and shall be borne by all Owners of the Development;

PROVIDED THAT where any expenditure relates to all three or any two of the Residential Common Areas and Facilities, the Development Common Areas and Facilities and the Carpark Common Areas and Facilities equally or in a particular proportion, the Manager shall have the power to apportion such expenditure between all three or (as the case may be) the relevant two of the Residential Management Expenses, the Development Management Expenses and the Car Park Management Expenses in equal shares or (as the case may be) in the said particular proportion; and

(c) All the Owners shall pay to the Manager monthly in advance the

management fee and PROVIDED THAT if the total contributions receivable as aforesaid by the Manager shall be insufficient to meet the Management Expenses by reason of any further Management Expenses whether incurred or to be incurred over and above the said estimated Management Expenses, such deficiency shall be carried forward to and recouped by adjusting the annual budget and the management fee for the next financial year provided always that the Manager may demand from each Owner on giving not less than one (1) month's prior notice in writing the additional monthly contribution payable by each Owner as determined by the Manager pursuant to the provisions of this Deed PROVIDED THAT (i) such demand shall not be made more than once for every financial year for the purpose of management of the Lot and the Development and (ii) in exceptional circumstances and subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed) it may be recovered by special contribution in one lump sum as the Manager shall deem fit to meet the said further Management Expenses including its remuneration due thereon,

PROVIDED THAT expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities and/or for the efficient management and maintenance of the Development including the initial costs of setting up a management office and the cost of maintaining and repairing any structures in compliance with the Conditions shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Capital Equipment Fund as mentioned in Clause 20 of this Deed when the same is established.

14. The annual budget shall be prepared by the Manager in consultation with the Owners' Committee (only if and when it has been established pursuant to the provisions of this Deed).

15. The Manager shall fix the amount to be contributed to the annual budget by each

Owner in respect of the Development managed by the Manager in accordance with the following principles :-

- (a) Each Owner shall pay for every Management Share allocated to any part of the Residential Accommodation, the Residential Car Parking Spaces or the Motorcycle Parking Spaces of which he is the Owner a fraction of the total amount assessed under the third part (as mentioned in Clause 13(b)(iii) hereof) of the annual adopted budget in which the numerator shall be one (1) and the denominator is equal to the total number of Management Shares in the Lot and in the Development;
- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Management Share allocated to a Residential Flat of which he is the Owner pay a fraction of the total amount assessed under the first part (as mentioned in Clause 13(b)(i) hereof) of the annual adopted budget in which the numerator shall be one (1) and the denominator is equal to the total number of Management Shares of all the Residential Flats in the Development; and
- (c) Each Owner in addition to the amount (if any) payable under (a) and (b) above shall in respect of each Management Share allocated to a Residential Car Parking Space or a Motorcycle Parking Space of which he is the Owner pay a fraction of the total amount assessed under the second part (as mentioned in Clause 13(b)(ii) hereof) of the annual adopted budget in which the numerator shall be one (1) and the denominator is equal to the total number of Management Shares of all the Residential Car Parking Spaces and Motorcycle Parking Spaces in the Development.

16. In the event of the Manager finding at any time that the annual budget is insufficient to cover all expenditure it shall prepare a revised budget in consultation with the Owners' Committee and the provisions of Clauses 13-15 shall apply mutatis mutandis to the revised budget as to the annual budget. The adjusted monthly management contribution under the revised budget shall be payable by the Owners after the Manager giving to each Owner not

less than one (1) month's prior notice in writing. Any surplus shall be applied towards the Capital Equipment Fund.

17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-

- (a) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any part of the Residential Accommodation, Residential Car Parking Spaces or Motorcycle Parking Spaces which shall be borne by the Owner for the time being thereof; and
- (b) The expenses for keeping in good and tenantable repair and condition of the interior fixtures and fittings, windows and doors of any part of the Residential Accommodation, Residential Car Parking Spaces or Motorcycle Parking Spaces together with the plumbing, electrical installations, plant, equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner or Owners for the time being of such part of the Residential Accommodation, Residential Car Parking Spaces or Motorcycle Parking Spaces.

18. Notwithstanding anything herein contained to the contrary, the Common Areas and Facilities and the Undivided Shares allocated thereto (as mentioned in Clause 7(c) hereof) shall be exempted from contributing to any Management Expenses provided in this Deed.

19. Contributions and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar month but this shall not interfere with the Manager's discretion to call for any particular payment or contribution to be made on any other day or days it may deem necessary or desirable.

20. There shall be established and maintained by the Manager as trustee for and on behalf of all the Owners at such time as it shall deem appropriate a Capital Equipment Fund towards payment of expenses of a capital nature or of a kind not expected to be incurred

annually, which includes, but is not limited to, expenses for the renovation, improvement, and repair of the Common Areas and Facilities, the purchase, setting up, replacement, addition and improvement of installations, systems, tools, machineries, plants and equipment in the Common Areas and Facilities and costs of the relevant investigation works and professional services. Each Owner being the first purchaser of his part of the Development shall before he is given possession of his part of the Development deposit with the Manager a sum equivalent to two (2) months of his monthly management contribution payable in respect of each Management Share allocated to the part of the Development of which he is the Owner as an initial contribution and such sum shall not be refundable or transferable and provided that the First Owner shall make its payment of two (2) months of its monthly management contribution as the initial contribution in respect of such Units which remain unsold by the First Owner on or before a date falling three (3) months from the date of this Deed or three (3) months after the First Owner has obtained the Consent to Assign or otherwise is in a position validly to dispose of its relevant Undivided Shares, whichever is the later. Each Owner shall also on demand pay to the Manager such further annual sum in each calendar year in proportion to the Owners' initial contribution as shall be decided by a resolution passed at a meeting of the Owners duly convened in accordance with the provisions of this Deed to maintain the said Capital Equipment Fund at such level and at such time as the Owners' Corporation (if formed) shall recommend. The said Capital Equipment Fund shall be deposited in an interest-bearing bank account and special reference shall be made thereto in the annual accounts and an estimate shall be given as to the time of any likely need to draw on such Fund. Without prejudice to the generality of the aforesaid, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing bank 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 Capital Equipment Fund. The Manager shall display a document showing evidence of any account opened and maintained under this Clause in a prominent place in the Development. The Manager shall without delay pay all money received by him in respect of the Capital Equipment Fund into the appropriate account or accounts opened and maintained under this Clause. Except in a situation considered by the Manager to be an emergency, money shall not be paid out of the Capital Equipment Fund unless it is for a purpose approved by a resolution of the Owners' Committee. The Manager shall only use the Capital Equipment Fund exclusively for the purpose referred to in this

Clause.

21. Subject to Clause 33 hereof, each Owner shall before he is given possession of his part of the Development deposit with the Manager (i) as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equivalent to three (3) months of his monthly management contribution payable in respect of each Management Share allocated to the part of the Development of which he is the Owner provided that no interest shall be payable on such deposit and which deposit shall not be set off against any contribution payable by him under this Deed and shall not be refundable but may be transferred to the new Owner of the Unit and (ii) his due share (to be decided by the number of Management Shares allocated to his part of the Development) of the deposits paid for public water and electricity meters and for supply of other utilities to the Common Areas and Facilities PROVIDED THAT the First Owner shall make its payment of the said three (3) months' monthly management contribution as the aforesaid security deposit and the said due share of public water and electricity meters and other utilities deposits in respect of such Units remain unsold by the First Owner on or before a date falling three (3) months from the date of this Deed or three (3) months after the First Owner has obtained the Consent to Assign or otherwise is in a position validly to dispose of its relevant Undivided Shares, whichever is the later.

22. (a) Each Owner being the first purchaser of his part of the Development shall before he is given possession of his part of the Development pay to the Manager in advance two (2) months' monthly management contribution payable in respect of his part of the Development for the first two (2) months commencing from but exclusive of the date of the assignment of his part of the Development.
- (b) Each Owner shall pay to the Manager a debris removal fee of not more than one (1) month's monthly management contribution payable in respect of his part of the Development for his part of the Development in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in such part of the Development of which such Owner is the owner PROVIDED THAT the First Owner shall make its payment of the said debris removal fee in respect of such Units

remain unsold by the First Owner on or before a date falling three (3) months from the date of this Deed or three (3) months after the First Owner has obtained the Consent to Assign or otherwise is in a position validly to dispose of its relevant Undivided Shares, whichever is the later. Such Owner shall make further payment to the Manager if the said debris removal fee shall not be sufficient to meet such cost and expenses provided that the total amount of debris removal fees payable by such Owner under this sub-clause (b) shall not exceed one (1) month's monthly management contribution payable in respect of his part of the Development calculated on the basis of the first annual budget as mentioned in Clause 13 hereof. The said debris removal fee or any balance thereof which is not used for the removal of debris arising from decoration as aforesaid shall be paid into the Capital Equipment Fund.

23. (a) The First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold.
- (b) All outgoings including the monthly management contributions and any Government rent up to and inclusive of the date of the first assignment of any Unit shall be paid by the First Owner, an Owner shall not be required to make any payment or reimburse the First Owner for such outgoings.

24. Notwithstanding anything contained in this Deed, where the Manager's consent is required under this Deed, such consent shall not be unreasonably withheld by the Manager and the Manager shall be entitled in its discretion to charge a reasonable administrative fee as consideration for granting and processing any consent required from the Manager pursuant to this Deed and such consideration shall form part of the Capital Equipment Fund.

25. If any Owner shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date of demand, he shall further pay to the Manager :-

- (a) Interest calculated at the rate of two per cent (2%) per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited on the sum remaining unpaid for the period

during which it remains unpaid which shall be credited to the Capital Equipment Fund; and

- (b) A collection charge of ten per cent (10%) of the amount due to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default for the account of the Manager which shall be credited to the Capital Equipment Fund.

26. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon and the collection charge (both as mentioned in Clause 25 hereof) and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (which expression for the purposes of Clauses 26-28 shall include his successors in title and assigns if there has been a change in title in the meantime) and the claim in any such action may include a claim for the legal costs of the Manager in such action on a solicitor and own client basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs. In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners as a whole and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due. The amounts of such interest and collection charge plus any legal costs (on a solicitor and own client basis) involved in recovering the outstanding amounts may be the subject of a charge on the defaulting Owner's Undivided Shares. All interest and collection charges received shall be credited to the Capital Equipment Fund.

27. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within fourteen (14) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 25 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs on a solicitor and own client basis referred to in

Clause 26 hereof and all costs and expenses (including without limitation legal costs on a solicitor and own client basis) incurred in preparation and registration of the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment and any other outstanding sums due and payable by the defaulting Owner to the Manager under this Deed have been satisfied in full. After full settlement of all outstanding amounts and interest thereon and upon request from the defaulting Owner, the Manager will only release such charge upon payment by the defaulting Owner of all costs and expenses (including without limitation legal costs on a solicitor and own client basis) incurred in preparation and registration of such release.

28. Any charge registered in accordance with the last preceding Clause shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 26 of this Deed shall apply equally to any such action.

29. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 26 of this Deed shall apply to all such proceedings.

30. Subject to Clause 64 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

31. Where any insurance money, compensation, damages, costs and expenses or refunds

are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 25-29 of this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.

32. All money paid to the Manager by way of interest and collection charges and the interest earned on interest-bearing bank accounts maintained by the Manager pursuant to these presents shall be applied towards the Management Expenses of the Development in such manner as the Manager may from time to time conclusively determine.

33. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposits paid under Clause 21 and his contribution(s) towards the Capital Equipment Fund paid under Clause 20 of this Deed to the intent that all such funds are non-refundable and shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Lot and the Development PROVIDED THAT the deposits paid under Clause 21 or (as the case may be) the balances thereof may be transferred into the name of the new Owner of such Undivided Share or Shares AND PROVIDED FURTHER THAT upon the Lot reverting to the Government and no further Lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 64 hereof, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished.

34. The first financial year for the purpose of management of the Development or any part or parts thereof shall commence on the date of this Deed and shall terminate on the 31st day of December but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of that year PROVIDED THAT the Manager shall have the right to change the financial year once at any time in every five (5) years upon giving notice published in the public notice boards of the Development except previously approved by a resolution of the Owners' Committee.

35. All monies collected by the Manager in the exercise of its powers hereunder (save and except sufficient petty cash in such amount to be approved by a resolution of the Owners' Committee from time to time for day to day requirements and unless otherwise authorised by the Owners' Committee) shall be paid into a specially designated interest-bearing account or accounts maintained with a licensed bank or a licensed or registered deposit-taking company in the names of the Manager and the Development and the Manager shall be deemed holding as a trustee for and on behalf of all the Owners for the time being. The Manager shall keep proper books or records of accounts of all payments made to and all expenditure incurred by the Manager in the exercise of its powers hereunder. The Manager shall keep all bills, invoices, vouchers, receipts and other documents referred to in such books or records of accounts for at least six (6) years.

36. 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. Within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may decide, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period and shall post a copy of the summary and the balance sheet on the public notice boards of the Development for at least seven (7) consecutive days. Within two (2) months after the close of each financial year the Manager shall prepare the income and expenditure accounts and the balance sheet in respect of such closed financial year, display a copy of the income and expenditure account and the balance sheet in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days. Each income and expenditure account and balance sheet shall include details of the Capital Equipment Fund required by Clause 20 and an estimate of the time when there will be a need to draw on the Capital Equipment Fund, and the amount of money that will be then needed. If the Owners by a resolution at a meeting of the Owners decide that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and the balance sheet; and (b) on payment of a reasonable copying

charge, supply an Owner with a copy of the audited income and expenditure account and the balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and the balance sheet, or both, as requested by the Owner.

37. The Manager shall at any reasonable time permit any Owner to inspect the books or records of account and any income and expenditure account or balance sheet prepared pursuant to this Deed after the same shall have been certified as herein provided. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same send to such Owner a copy of such record or document at any time after the same shall have been prepared and certified as herein provided.

38. The management of the Lot and the Development shall be undertaken by the Manager for an initial term of two (2) years from the date of this Deed and thereafter until his appointment is terminated in accordance with this Deed or the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) and each Owner hereby APPOINTS the Manager as attorney of all Owners in respect of all matters concerning the Common Areas and Facilities and to enforce the provisions of this Deed against the other Owner or Owners. In addition to the other powers expressly provided in this Deed, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or expedient for or in connection with the proper management of the Lot and the Development including in particular but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
- (b) To manage, maintain and control the parking areas and the Carpark on the Lot and in the Development and to remove any cars or vehicles parked in any area not reserved for parking or any motor vehicle parked in any part(s) of the Carpark without the consent of the Owner or lawful occupier of such part(s) of the Carpark and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such part(s) of the Carpark;
- (c) To insure and keep insured the Common Areas and Facilities and the

Owners for the time being thereof and the Manager as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire or such other perils as the Manager shall deem fit, public liability, occupier's liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Lot and the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;

- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities;
- (f) To keep the Common Areas and Facilities well lighted and in a clean, tidy and sanitary state and condition;
- (g) To repair, maintain, clean, paint, renovate, improve (but subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed)), replace or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls elevations and facade 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 such 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;
- (h) To keep all the sewers, drains, watercourses and pipes forming part of the

Common Areas and Facilities free and clear from obstructions;

- (i) To keep all the Common Areas and Facilities in good condition and working order and to renovate, replace or (subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed)) improve the same and to extend or provide additional facilities as the Manager shall at its discretion deem necessary or desirable and to keep the lifts and fire fighting equipment and any other Common Areas and Facilities in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (j) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Lot and/or the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot and/or the Development or any part thereof by reason of any maintenance or other works carried out by the Manager or its agents, contractors, workmen and employees as herein provided and to make good any such damage;
- (k) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (l) To replace any glass in the Common Areas and Facilities that may be broken;
- (m) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (n) To prevent refuse from being deposited on the Lot and/or the Development

or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and/or the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Lot and/or the Development refuse collection facilities to the satisfaction of the relevant government authorities;

- (o) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (p) To choose from time to time the colour and type of facade of the Development or any part thereof subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed);
- (q) 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 Lot and/or the Development or any part thereof;
- (r) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Lot and/or the Development at all times;
- (s) To install, use, maintain and operate any part of the Common Areas and Facilities or contract for the installation, use, maintenance and/or operation of the communal radio and/or television aerials, satellite and/or cable television system, internet services, aerial broadcast distribution or telecommunications network facilities and other transmission devices and equipment (all of which upon such installation shall form part of the Common Areas and Facilities) and to contract for the provision of broadcast distribution network or telecommunication network services (if any) which serve the Development, or any part thereof, provided that any contract for the installation or use or the provision of the aforesaid facilities or services to be entered into by the Manager shall be subject to the conditions that :

- (i) the term of such contract shall not exceed three years;
 - (ii) the right to be granted under such 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 shall be 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;
- (t) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Lot and/or the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Conditions 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;
- (u) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Development of all legal proceedings relating to the Lot and the Development (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (v) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and/or the Development in any

manner in contravention of the Conditions or this Deed;

- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person residing in or visiting the Lot and/or the Development any provisions of the Conditions or this Deed;
- (x) To prevent (by legal action if necessary) any person detrimentally altering or injuring or unlawfully occupying or using or obstructing any part or parts of the Lot and/or the Development or any of the Common Areas and Facilities thereof;
- (y) To prevent any person from overloading the floors or lifts of the Development or any part or parts thereof;
- (z) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (aa) To have the right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Lot and/or the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (bb) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, surveyors, accountants 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 Lot and/or the Development or the management thereof;
- (cc) 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;

- (dd) To ensure that all Owners or occupiers of different parts of the Development maintain the relevant part of the Development owned or occupied by them in a satisfactory manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owners or occupiers;
- (ee) To post the details of the Unit 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 or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall consider necessary (subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed)) to ensure the efficient management of the Lot and/or the Development and all monetary consideration received in relation thereto shall be credited into the income and expenditure account;
- (gg) To grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities (subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed)) and all monetary consideration received in relation thereto shall be credited into the income and expenditure account and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises (subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed));
- (hh) To grant easements and rights of any other kind to or obtain the same from the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other

installations, fittings, chambers, and other equipment and structures within the Lot or adjoining properties which the Manager shall deem appropriate with the prior approval of the Owners' Committee (or the Owners' Corporation, if formed) and all monetary consideration received in relation thereto shall be credited into the income and expenditure account;

- (ii) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (jj) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and/or the Development as a whole;
- (kk) To grant franchises, leases, tenancy agreements and licences to other persons to use such part or parts of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its discretion think fit subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed) PROVIDED THAT such use shall not be in breach of the Conditions and all monetary consideration received in relation thereto shall be credited into the income and expenditure account;
- (ll) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as the Manager shall in its sole discretion consider desirable;
- (mm) From time to time with the approval of the Owners' Committee (or the Owners' Corporation, if formed) to make, revoke or amend the House Rules as it shall deem appropriate which shall not be inconsistent with this Deed, the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) or the Conditions;
- (nn) Subject as otherwise provided in this Deed to give or withhold its written

consent or approval to anything which requires its written consent or approval pursuant to this Deed and to impose conditions or additional conditions including payment of appropriate fees relative thereto and the giving or withholding by the Manager of such consent or approval shall be final and conclusive and binding on the Owners;

- (oo) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite;
- (pp) 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 Lot and/or the Development for the better enjoyment or use of the Lot and/or the Development by its Owners occupiers and their licensees provided that any improvements to such facilities or services which involve expenditure in excess of 10% of the current annual management budget shall require the prior approval of a resolution of the Owners at an Owners' meeting;
- (qq) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation and all costs incurred;
- (rr) To grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities and (if appropriate) the joint maintenance with other user or users of any land which is the subject matter of any grant of right of way as aforesaid as the Manager may in its discretion think fit subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed) PROVIDED THAT any such easements, quasi-easements, rights,

privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict the access to and from any such part of the Development and all monetary consideration received in relation thereto shall be credited into the income and expenditure account;

- (ss) 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 all slopes, slope treatment works, retaining walls and other structures (if any) (as for identification purposes only shown coloured Pink on the Slope Plans annexed hereto and hereinafter referred to as "the Slope Structures") within or outside the Lot as required by the Conditions and in accordance with the Maintenance Manual(s) for the Slope Structures as referred to in Clause 73 under Section VIII of this Deed, "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time) and such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures and to collect from the Owners in proportion to the Management Shares allocated to their parts of the Lot and the Development such additional sums (in case of insufficient management fund) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance repair and any other works as aforesaid provided that the Manager shall not be personally liable for carrying out such maintenance repair and any other works as required by the Conditions, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners PROVIDED THAT the authority mentioned in this Clause 38(ss) may also be exercised by the Owners' Corporation (if formed);
- (tt) To manage, maintain and repair on behalf of the Owners any areas or structures, drains and channels or other installations whether within or outside the Lot that are required to be maintained under the Conditions or are required for the common use and benefit of the Lot and/or the

Development; and

- (uu) Without prejudice to the Manager's obligations under this Deed, to appoint or employ agents, contractors or sub-managers which may include professional property management companies to carry out certain aspects of the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof. For avoidance of doubt, the Manager shall not assign or transfer any of his rights and obligations under this Deed to such person or company who shall remain answerable to the Manager and the Manager shall at all times be responsible for the management and control of the Development or any part thereof in accordance with the provisions of this Deed.
- (vv) To do all such other things as are necessarily and reasonably incidental to the management of the Lot and/or the Development or as required by the appropriate Government departments from time to time.

39. Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall also have power :-

- (a) To ban vehicles or any particular category of vehicles from the Lot and/or the Development or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS that the right of the Owners to the proper use and enjoyment of the Residential Car Parking Spaces and the Motorcycle Parking Spaces in accordance with the provisions of the Conditions and these presents shall not be affected;
- (b) To designate any part or parts of the Common Areas and Facilities for the parking of vehicles or any particular class of vehicles provided that the prior written approval of the Director of Lands to such designation has been obtained and further that any revenue generated therefrom shall be applied towards the Management Expenses of the Development;
- (c) To remove any vehicle parked anywhere in the Common Areas and Facilities not so designated for parking or which shall cause an obstruction

or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof; and

- (d) To impose charges for any such removal and recover such penalties on default in payment of parking fees (if any) and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.

40. Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall also have power :-

- (a) To charge the Owners a reasonable amount for the temporary use of electricity, water or other utilities supplied by the Manager;
- (b) To charge the Owner a reasonable administration fee for processing and issuing any consent required from the Manager by the Owner of a Unit as consideration for the granting of such consent and such monetary consideration shall be held by the Manager for the benefit of all Owners and paid into the income and expenditure account;
- (c) From time to time to make rules and regulations (including payment of charges) governing the supply and use of fresh and sea water to the Lot and/or the Development, if necessary;
- (d) To enter with or without workmen at all reasonable times on prior notice (except in case of emergency) upon all parts of the Development including any Residential Flat, Residential Car Parking Space or Motorcycle Parking Space necessary for the purpose of replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the Lot and/or the Development whether or not the same belong exclusively to any Residential Flat, Residential Car Parking Space or Motorcycle Parking Space provided that the Manager shall make good any damage caused thereby; and
- (e) To enter with or without workmen at all reasonable times on prior notice

(except in case of emergency) into all parts of the Development including any Residential Flat, Residential Car Parking Space or Motorcycle Parking Space for the purpose of inspecting the drains, channels and toilets and to replace or repair any part or parts thereof which shall leak provided that the Manager shall make good any damage caused thereby.

41. The Manager shall have power to enter with or without workmen at all reasonable times on prior reasonable notice (except in case of emergency) into any parts of the Development including any Residential Flat, Residential Car Parking Space or Motorcycle Parking Space for the purposes of rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating any part or parts of the Development, the Common Areas and Facilities or for repair to the structure or to abate any hazard or nuisance which does or may affect any part of the Common Areas and Facilities or other Owners or for the exercise and carrying out of any of its powers under the provisions of this Deed provided that the said right shall be exercised subject to the consent of the individual Owner except in cases where the entry is for the purpose of effecting necessary repairs to the Lot and/or the Development or any part or parts thereof and provided further that the Manager shall at his own costs and expense make good any damage caused thereby and remedy his liability for any negligent, wilful or criminal acts of the Manager, its staff, contractors, etc..

42. (a) The Common Areas and Facilities shall be under the control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof subject to the provisions of the Conditions and this Deed. Subject to the provisions of the Building Management Ordinance (Cap.344 of the Laws of Hong Kong), the Manager 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.

(b) All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

43. (a) The Manager shall provide appropriate and sufficient waste separation and

recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. The Manager shall ensure that the recovery facilities shall consist of materials that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development.

- (b) The Manager shall organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Development and the Manager shall encourage them to participate in such activities with a view to improving the environmental conditions of the Development.
 - (c) The Manager shall make provisions in the House Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes.
44. (a) The Manager shall have power with the approval of the Owners' Committee (or the Owners' Corporation, if formed) from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Lot and/or the Development, the Common Areas and Facilities and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.

- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and may not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed, the terms and conditions of this Deed shall prevail.
- (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such House Rules or non-observance thereof by any third party.

45. The Manager or the Owners' Committee shall not, in any financial year, enter into any contract for the procurement of supplies, goods or services which involves (i) a sum exceeding HK\$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or (ii) an average annual expenditure of more than twenty per cent (20%) of the total expenditure estimated in the annual budget or revised budget (as the case may be) (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, unless the supplies, goods or services are procured by invitation to tender and the procurement complies with the standards and guidelines as may be specified in a Code of Practice referred to in Section 20A of the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) with any appropriate variations.

SECTION IV

EXCLUSIONS AND INDEMNITIES

46. The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid not

being an act or omission involving criminal liability, dishonesty or negligence and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of :-

- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities; or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development; or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development; or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft, burglary or robbery within the Development,

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

47. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any occupier of any part of the Development of which he has the exclusive use or any person using such part of the Development with his consent express or implied or by, or through, or in any way owing to the fire, overflow of water or leakage of electricity or gas therefrom.

48. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners for the time being against the acts and omissions of all persons occupying any part of the Development of which he has the exclusive use with his consent, express or implied,

and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by these presents to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by these presents or for which the Manager has elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION V

OWNERS' COMMITTEE

49. Within nine (9) months of the date of this Deed the Manager shall convene a meeting of the Owners (and to call further and subsequent meetings, if required) to establish an Owners' Committee and to appoint a chairman and a secretary. In the election of the members to the Owners' Committee the Owners shall endeavour to elect such number of representatives from the Owners for the time being of each completed part of the Development to represent respectively the Owners of the Residential Flats and the Owners of the Residential Car Parking Spaces and Motorcycle Parking Spaces PROVIDED THAT the total number of representatives shall be five (5).

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

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the consultation of the annual budget and revised budget prepared by the Manager;
- (d) the approval of the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the Manager in accordance with the

provisions of Clause 11 hereof; and

- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

51. The following persons shall be eligible for membership of the Owners' Committee :-

- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee; and
- (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised 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.

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

- (a) He resigns by notice in writing to the Owners' Committee; or
- (b) He ceases to be eligible or is not re-elected at the meeting of the Owners at which he stands for re-election; or
- (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
- (d) He becomes incapacitated by physical or mental illness or death; or
- (e) He is removed from office by resolution of a duly convened meeting of the

Owners.

In any of the events provided for in sub-clauses (a), (c) and (d) of this Clause, the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

53. A meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee PROVIDED THAT one such meeting to be known as the annual meeting shall be held once in each calendar year commencing with the year following the date of this Deed for the purpose of reviewing the Manager's budget and transacting any other business of which due notice is given in the notice convening the meeting.

54. Notice of a meeting of the Owners' Committee shall be served by the person or persons convening the meeting upon each member of the Owners' Committee at least seven (7) days before the date of the meeting, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed. Service of a notice required to be served under the preceding provisions of this clause may be effected :-

- (a) personally upon the member of the Owners' Committee; or
- (b) by post addressed to the member of the Owners' Committee at his last known address; or
- (c) by leaving the notice at the member's Residential Flat or depositing the notice in his letter box.

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

56. The members present at the first meeting of the Owners' Committee shall choose two (2) of their members, one to be the chairman and the other one to be the secretary and they shall be the chairman and the secretary respectively until the next annual meeting. Thereafter the chairman shall be chosen by the members of the Owners' Committee at the first meeting of the Owners' Committee held in any calendar year. In the absence of the chairman, the members present at any meeting duly convened shall choose one of their members to be the chairman of that meeting.

57. The Manager shall act as a secretarial support to the Owners' Committee and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

58. The following provisions shall apply in all meetings of the Owners' Committee :-

- (a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed of Mutual Covenant;
- (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
- (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one (1) vote; and
- (d) In the case of an equality of votes the chairman shall have a second or casting vote.

59. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being anything involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually

indemnify the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.

60. Subject to the resolution of the Owners' Committee, a sum of not more than the amount permitted under the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) shall be payable to the Owners' Committee or any member thereof and such members shall be entitled to be reimbursed for all out-of-pocket expenses necessarily incurred in carrying out their duties.

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

- (i) the appointment and vacation of appointment of all its members and all changes therein;
- (ii) all resolutions and notes of proceedings of the Owners' Committee; and
- (iii) the members present at all meetings.

(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 and such Owner shall also be entitled to extracts thereof on paying the reasonable charges therefor.

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

SECTION VI

MEETING OF OWNERS

63. The Manager shall call the first meeting of the Owners as soon as possible, but, in any event, not later than nine (9) months after the date of this Deed, which meeting shall appoint a chairman and committee of Owners or shall appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344 of the Laws of Hong Kong). From time to time as occasion may require there shall also be meetings of the Owners for the time being of the Undivided Shares to discuss and decide matters concerning the Development and in regard to such meetings the following provisions shall apply :-

- (a) A meeting of the Owners may be convened by the Owners' Committee, the Manager or the Owners of not less than 5% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development.
- (b) Notice of a meeting of the Owners shall be served by the person or persons convening the meeting upon each Owner at least fourteen (14) days before the date of the meeting, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed. Service of a notice required to be served under the preceding provisions of this sub-clause may be effected :-
 - (i) personally upon the Owner;
 - (ii) by post addressed to the Owner at his last known address; or
 - (iii) by leaving the notice at the Owner's Residential Flat or depositing the notice in his letter box.
- (c) The quorum at a meeting of the Owners shall be 10% of the Owners excluding the Owner(s) of the Common Areas and Facilities. For the purpose of this sub-clause (c), the reference to "10% of the Owners" shall
 - (a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares in the Lot and the Development and
 - (b) not be construed as the Owners of 10% of the Undivided Shares in

aggregate. The enumeration of the percentage of Owners mentioned in this sub-clause (c) shall be computed as provided in Schedule 11 to the Building Management Ordinance (Cap.344 of the Laws of Hong Kong).

- (d) The chairman or failing him any other member of the Owners' Committee shall preside at every such meeting PROVIDED THAT if none of such persons are present within fifteen (15) minutes of the time fixed for the meeting, the Owners then present shall choose one of their members to be the chairman of the meeting.
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (f) Every Owner shall have one (1) vote for each Undivided Share vested in him and in the case of Owners who together are entitled to one (1) such Undivided Share such Owners shall jointly have one (1) vote for each such Undivided Share and in case of dispute the first named of such Owners shall have the right to vote. In case of any equality of votes, the chairman shall have a second or casting vote.
- (g) Votes may be given either personally or by proxy and in regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager.
- (h) The instrument appointing a proxy shall be deposited with the chairman of the meeting at or before the meeting.
- (i) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development provided that :-
 - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.

- (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
- (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
- (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers of the Manager unless such resolution is passed by the Owners of not less than fifty per cent (50%) of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development.
- (v) A resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than fifty per cent (50%) of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development.
- (j) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development, namely :-
 - (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Conditions or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof

or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Conditions as aforesaid.

- (ii) A resolution to rebuild or redevelop the Development otherwise than in accordance with Clause 64 of this Deed.
- (k) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than fifty per cent (50%) or seventy-five per cent (75%) of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (m) Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or calculating of the quorum of any meeting whether under this Deed, the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) or otherwise.

SECTION VII

EXTINGUISHMENT OF RIGHTS

64. In the event of any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render a substantial part of the same unfit for

habitation or use, the Manager shall convene a meeting of the Owners of the Residential Flats and/or Residential Car Parking Spaces and/or Motorcycle Parking Spaces of such part of the Development and such meeting may resolve by a seventy-five per cent (75%) majority at a meeting of the Owners of not less than 75% of the Undivided Shares allocated to that part of the Development that has been damaged (excluding the Undivided Shares allocated to the Common Areas and Facilities) 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 then in such event the Undivided Shares in the Lot and the Development representing the Residential Flats and/or Residential Car Parking Spaces and/or Motorcycle Parking Spaces in such part of the Development 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 private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners. All insurance money received in respect of any policy of insurance on such part of the Development shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant part of the Development PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Development the Owners of such part of the Development 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 proceeds recoverable from the insurance of such part of the Development in proportion to the respective number of 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. The resolution is to be binding upon all the Owners of the damaged part(s) of the Development.

65. The following provisions shall apply to a meeting convened by the Manager as provided in Clause 64 hereof :-

- (a) Every such meeting shall be convened by at least seven (7) days' notice in writing posted on the public notice boards of the Development specifying

the time and place of the meeting;

- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares in the part of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum is not present the Owners present shall be deemed to constitute a quorum;
- (d) The meeting shall be presided over by the chairman appointed by the Owners for that meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one (1) vote for each Undivided Share allocated to the part of the Development vested in him and in the case of Owners who together are entitled to one (1) such Undivided Share such Owners shall jointly have one (1) vote for each such Undivided Share and in case of dispute the first named of such Owners shall have the right to vote;
- (g) In case of equality of votes the chairman shall have a second or casting vote;
- (h) Votes may be given either personally or by proxy;
- (i) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (j) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority at a meeting of the Owners of not less than 75% of the

Undivided Shares allocated to the relevant part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be binding on all the Owners of the relevant part of the Development provided that :-

- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (k) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development in question shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners; and
- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION VIII

MISCELLANEOUS PROVISIONS

66. Each Owner shall on ceasing to be the Owner of any Undivided Share and the part of the Development enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due from and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be an Owner.

67. Subject to Clause 66 above no person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the part of the Development held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term and condition prior to his ceasing to be the Owner thereof.

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

69. 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 Residential Flat or Residential Car Parking Space or Motorcycle Parking Space or the letter box (if any) thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

70. Each Owner who is not a resident in the Development shall provide the Manager with an address in Hong Kong for service of notices or demands under the provisions of this Deed.

71. Each Owner (including the First Owner) and the Manager shall comply with the terms

and conditions of the Conditions and this Deed in so far as they remain as an Owner or the Manager (as the case may be).

72. The First Owner shall at its own cost provide a direct translation in Chinese of this Deed. The First Owner shall deposit a copy of this Deed and its Chinese translation in the management office within one (1) month of the date of this Deed for inspection free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge at the management office and all charges received must be credited to the Capital Equipment Fund. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version of this Deed approved by the Director of Lands shall prevail.

73. The First Owner shall cause the Maintenance Manual(s) for the Slope Structures (prepared in accordance with “Geoguide 5 – Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time)) to be deposited in the management office within one (1) month of the date of this Deed and kept available during office hours for inspection by all Owners free of charge and taking copies at their expense and on payment of a reasonable charge and all charges received shall be credited to the Capital Equipment Fund.

74. (a) The First Owner shall compile for the reference of the Owners and the Manager a maintenance manual of the Works and Installations (“Maintenance Manual(s) for the Works and Installations”) setting out the following details :

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;

- (iii) recommended maintenance strategy and procedures;
 - (iv) a list of items of the Works and Installations requiring routine maintenance;
 - (v) recommended frequency of routine maintenance inspection;
 - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) recommended maintenance cycle of the Works and Installations.
- (b) The First Owner shall deposit a full copy of the Maintenance Manual(s) for the Works and Installations in the management office within one (1) month of the date of this Deed for inspection during office hours by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge and all charges received shall be credited to the Capital Equipment 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 Units including the Works and Installations.
- (d) All costs incidental to the preparation of the Fourth Schedule hereto and the Maintenance Manual(s) 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 Fourth Schedule hereto and the Maintenance Manual(s) 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 Fourth Schedule and the revised Maintenance Manual(s) 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 Fourth Schedule and the revised Maintenance Manual(s) for the Works and Installations shall be paid out of the Capital Equipment Fund.

- (f) The Manager shall deposit the revised Maintenance Manual(s) for the Works and Installations in the management office within one month from the date of its preparation for inspection during office hours by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge, all charges received shall be credited to the Capital Equipment Fund.

75. After an Owners' Corporation of the Development has been duly incorporated under the Building Management Ordinance (Cap.344 of the Laws of Hong Kong), the rights, duties, powers and obligations for the control, management and the administration of the Development conferred hereunder on the Manager shall be vested in the Owners' Corporation and the general meeting of the Owners' Corporation shall take the place of the meeting of the Owners hereunder, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.

76. In the event of any damage caused to any Unit by the spread of fire, the overflow or leakage of water, or the leakage of electricity or gas from another Unit ("the First Unit"), the Owner of the Unit suffering such damage ("the Second Unit") is entitled to require the Owner of the First Unit to enter the Second Unit to view the damage caused as soon as reasonably practicable with or without workman or workmen and to promptly and diligently remedy such damage to the reasonable satisfaction of the Owner of the Second Unit PROVIDED THAT such rights shall be without prejudice to any other rights of the Owner of the Second Unit contained within this Deed.

77. No provision in this Deed shall prejudice the operation of the Building Management Ordinance (Cap.344 of the Laws of Hong Kong). Without limiting the generality of the foregoing provisions :-

- (a) The provisions in the Seventh Schedule of the said Ordinance shall be impliedly incorporated into this Deed, and shall bind the Owners and the Manager of the Development and prevail over any other provision in this

Deed that is inconsistent with them; and

- (b) The provisions in the Eighth Schedule of the said Ordinance shall be impliedly incorporated into this Deed, and shall bind the Owners and the Manager of the Development.

78. A set of plans showing the Common Areas and Facilities where such can be shown and delineated on plans as appropriate and any subsequent amendments thereto shall be prepared by the First Owner and certified as to their accuracy by the Authorized Person and kept at the Manager's office and may be inspected by the Owners during normal office hours free of charge.

79. 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 Residential Flats, Residential Car Parking Spaces, Motorcycle Parking Spaces and Common Areas and Facilities and to the Undivided Share or Shares held therewith.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALLOCATION OF UNDIVIDED SHARES

Summary of Allocation of Undivided Shares

Description	No. of Undivided Shares
1. Residential Flats	6,874
2. Residential Car Parking Spaces	416
3. Motorcycle Parking Spaces	6
4. Common Areas and Facilities	645
TOTAL UNDIVIDED SHARES :	7,941

Allocation of Undivided Shares to each Residential Flat

Floor	Flat	No. of Undivided Shares allocated to each Residential Flat
2/F	A*	325
2/F	B*	329
3/F	A	281
3/F	B	280
5/F	A	281
5/F	B	280
6/F	A	281
6/F	B	280
7/F	A	281
7/F	B	280
8/F	A	281
8/F	B	280
9/F	A	281
9/F	B	280
10/F	A	281
10/F	B	280
11/F	A	281
11/F	B	280
12/F	A	281

12/F	B	280
15/F	A	281
15/F	B	280
16/F	A**	307
16/F	B***	303
Total :		<u>6,874</u>

Note: * (including the Landscape Podium Roof, the Swimming Pool and the Sunken Planter)

** (including the Flat Roof, the Sunken Planter, the Underground Water Tank and the Hot Water Pump Room thereabove)

*** (including the Flat Roof, the Swimming Pool, the Sunken Planter, the Underground Surge Tank and the Hot Water Pump Room thereabove)

There are no designation of 4/F, 13/F and 14/F.

All Residential Flats include prefabricated wall(s), balcony, utility platform and air-conditioning platform.

Allocation of Undivided Shares to each Residential Car Parking Space

Car Parking Spaces Nos.	No. of Undivided Shares allocated to each Residential Car Parking Space
C1, C2, C3, C5, C6, C7, C8, C9, C10, C11, C12, C13, C15, C16, C17, C18, C19, C20, C21, C22, C23, C25, C26, C27, C28, C29, C30, C31, C32, C33, C35 and C36	13
Total :	<u>416</u>

Allocation of Undivided Shares to each Motorcycle Parking Space

Motorcycle Parking Spaces Nos.	No. of Undivided Shares allocated to each Motorcycle Parking Space
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73

M1, M2 and M3

2

Total :

6

ALLOCATION OF MANAGEMENT SHARES

Summary of Allocation of Management Shares

Description	No. of Management Shares
1. Residential Flats	13,784
2. Residential Car Parking Spaces	864
3. Motorcycle Parking Spaces	12
4. Common Areas and Facilities	0
	14,660
TOTAL MANAGEMENT SHARES :	

Allocation of Management Shares to each Residential Flat

Floor	Flat	No. of Management Shares allocated to each Residential Flat
2/F	A*	652
2/F	B*	659
3/F	A	564
3/F	B	561
5/F	A	564
5/F	B	561
6/F	A	564
6/F	B	561
7/F	A	564
7/F	B	561
8/F	A	564
8/F	B	561
9/F	A	564
9/F	B	561
10/F	A	564
10/F	B	561
11/F	A	564
11/F	B	561
12/F	A	564
12/F	B	561
15/F	A	564
15/F	B	561
16/F	A**	616
16/F	B***	607
Total :		13,784

Note: * (including the Landscape Podium Roof, the Swimming Pool and the Sunken Planter)

** (including the Flat Roof, the Sunken Planter, the Underground Water Tank and the Hot Water Pump Room thereabove)

*** (including the Flat Roof, the Swimming Pool, the Sunken Planter, the Underground Surge Tank and the Hot Water Pump Room thereabove)

There are no designation of 4/F, 13/F and 14/F.

All Residential Flats include prefabricated wall(s), balcony, utility platform and air-conditioning platform.

Allocation of Management Shares to each Residential Car Parking Space

Car Parking Spaces Nos.	No. of Management Shares allocated to each Residential Car Parking Space
C1, C2, C3, C5, C6, C7, C8, C9, C10, C11, C12, C13, C15, C16, C17, C18, C19, C20, C21, C22, C23, C25, C26, C27, C28, C29, C30, C31, C32, C33, C35 and C36	27
Total :	<u>864</u>

Allocation of Management Shares to each Motorcycle Parking Space

Motorcycle Parking Spaces Nos.	No. of Management Shares allocated to each Motorcycle Parking Space
M1, M2 and M3	4
Total :	<u>12</u>

THE SECOND SCHEDULE ABOVE REFERRED TO

The rights and privileges conferred as particularized under Part A and subject to which as specified in Part B each Undivided Share is held shall only come into effect as and when a part or parts of the Development has been issued an Occupation Permit and then only in respect of that part or parts of the Development being issued an Occupation Permit.

PART A

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Conditions, this Deed, the House Rules and the rights of the Manager as provided in this Deed and the payment by the Owner of his due proportion of the management and Capital Equipment Fund contributions and any other payments payable pursuant to this Deed :-

- (a) Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the First Owner herein provided) for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use the Development Common Areas and Facilities and such of the Residential Common Areas and Facilities or the Carpark Common Areas and Facilities (as the case may be) for all purposes connected with the proper use and enjoyment of his Unit SUBJECT as aforesaid;
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;
- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his Unit or the Development or any part or parts thereof for the proper use and enjoyment of his Unit SUBJECT as aforesaid; and

- (d) The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other Units or any other parts of the Development for the purpose of carrying out any works for the maintenance and repair of his Unit including any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking ducts, flues, gutters, gullies, channels, conduits and other media.

2. In addition to the above rights and privileges the Owner of each Residential Flat shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner of the Residential Flat for the time being, his tenants, servants, agents, lawful occupants and their bona fide visitors (in common with all persons having the like right that may be granted by the First Owner or under the House Rules or other regulations (if any) from time to time in force) to go pass or repass over and along and to use and enjoy the Recreational Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same and in particular shall not object to or interfere with the class of persons that may be granted the like right.

PART B

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

- (a) The full right and privilege of the Manager at all reasonable times upon prior reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his Unit for the purposes of rebuilding, repairing, renewing, improving, cleansing, painting, decorating, inspecting, examining or maintaining the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof provided that the said right shall be exercised subject to the consent of the individual Owner except in cases where the entry is for the purpose of effecting necessary repairs to the Lot and/or the Development or any part or parts thereof and provided further that the Manager shall make good any damage caused thereby and remedy the liability for any negligent, wilful or criminal acts of the Manager, its staff, contractors, etc..
- (b) Rights and privileges equivalent to those set forth in sub-clauses (b), (c) and (d) of Clause 1 of Part A of this Second Schedule

THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Development (including but not limited to the external walls, structure or facade of the Development or any installation or fixture therein) which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity or gas) and nothing contained in this Deed shall prevent an Owner from taking legal action against another Owner for a breach of the aforesaid nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot not being equipment or apparatus for the exclusive use and benefit of any such Owner without the written consent of the Manager.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Conditions or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. No Owner shall without the prior written consent of the First Owner or the Manager at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Development or any of the Residential Flats, Residential Car Parking Spaces or Motorcycle Parking Spaces therein.
4. No Owner shall do or permit or suffer to be done by his tenants, occupiers, licensees, visitors, agents or servants any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction and/or the management and the maintenance of the Development.
5. No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the Government or to the other Owners and occupiers for the time being of the Development and/or owners and occupiers of any neighbouring lot.

6. No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Conditions, this Deed and any Ordinances and Regulations from time to time applicable thereto.
7. No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Development.
8. No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, satellite and/or cable television system (if any), fixtures or any other installation within any portion of the gardens, roofs or flat-roofs (if any) provided in the Development as part of the Common Areas and Facilities.
9. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any clothing, laundry or objects in the Common Areas and Facilities or outside his Residential Flat or within such part(s) of his Residential Flat including, without limitation, on or in or upon or above the door, window or balcony or roof or flat roof that may be visible from the exterior of the Development (except in the laundry drying areas (if any) specifically provided therefore).
10. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Development may be clogged or efficient working thereof may be impaired.
11. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Development other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Development.
12. No Owner shall use or cause or permit any Residential Flat or Residential Car Parking Space or Motorcycle Parking Space to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Tai Chai (打齋)" or any similar ceremony.
13. No Owner shall make or cause or permit any disturbing noise in his part of the

Development or do or cause or permit anything to be done which will interfere with the rights, comforts and convenience of other occupants of the Development.

14. No Owner shall be entitled to connect any installation to the communal television and radio aerial system and the satellite and/or cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial or satellite dish inside or outside any part of the Development except with the prior written consent of the Manager.

15. Subject to the rights of the First Owner and subject always to the Conditions, no external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever extending outside the exterior of the Development or on the external walls or any part of the Development shall be erected, installed or otherwise affixed to or projected from the Development or any part thereof except with the prior written consent of the Manager or the First Owner who may in their discretion impose conditions to the consent.

16. No Owner shall paint the outside of any part of the Development or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Development without the prior consent in writing of the First Owner or the Manager.

17. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

18. No Owner shall permit the playing of musical instruments or mahjong or produce any noise or engage in any behaviour in his part of the Development (in particular between 11:00 p.m. and 9:00 a.m.) so as to cause disturbance to the Owners or occupiers of any other part of the Development.

19. Every Owner shall at his own cost and expense keep and maintain the air-conditioning plant or unit (if any) serving exclusively his Unit in good repair and condition.

20. Not to allow children, save with the licence of the Manager and/or subject to the House Rules, to play in the Common Areas and Facilities particularly the lifts and any damage to or

discolouration to decorations in such areas and facilities or lifts by children shall be paid for by the Owner or occupier of the Residential Flat in which the child or children concerned reside.

21. Not to use water closets and other water apparatus in the Development for any purpose other than those for which they are constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose part of the Development it shall have been caused.

22. Not to allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damages to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities.

23. No Owner shall install any furnace, boiler or other machinery or plant or equipment or use any fuel or use any method or 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 and which shall in the opinion of the Manager or the Director of Environmental Protection be excessive or unnecessary or which may contravene the Conditions or the Air Pollution Control Ordinance (Cap.311 of the Laws of Hong Kong) or any amendments thereto.

24. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or permit 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 by-laws or regulations made thereunder. If any extension of the sprinkler heads and/or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior written approval 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 discretion think fit.

25. No Owner shall lock the doors or entrances of the roofs of the Development unless the prior written consent of the Manager shall first be obtained.

26. No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts 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 by the Manager at the expense of the Owner or Owners thereof and in such manner as the Manager shall in its discretion think fit.

27. No Owner shall place on any part of the floors of any part of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.

28. No Owner shall use the Residential Car Parking Spaces or the Motorcycle Parking Spaces in the Development for any purpose other than for the purpose of parking motor vehicles or motorcycles (as the case may be) licensed under the Road Traffic Ordinance only and no structure or partitioning shall be erected thereon and no articles, goods or other things except licensed motor vehicles or licensed motorcycles (as the case may be) shall be allowed thereon. No bicycles shall be left or parked in the Residential Car Parking Spaces or the Motorcycle Parking Spaces and they shall only be left or parked in the area (if any) designated by the Manager for this purpose.

29. Subject to the rights of the First Owner, no Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion and subject further to the Owner obtaining at its own expense all necessary approvals and consents from the relevant Government authorities) erect or build or suffer to be erected or built on or upon any gardens, roofs, flat roofs, podium roofs, sun decks, balconies, utility platforms or external walls forming part of the Development (whether it is exclusively owned by the offending Owner or not) any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter (including the offending Owner's part of the Development) and remove from such gardens, roofs, flat roofs, podium roofs, sun decks, balconies, utility platforms or external walls such structure at the cost of the offending Owner and to erect thereon scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities, the external walls and windows of the Development.

30. Subject to the rights of the First Owner expressly mentioned in this Deed, no Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon

the gardens, flat roofs, roofs, podium roofs, sun decks, balconies, utility platforms, external walls, corridors, lift lobbies, entrance halls of the Development or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.

31. Each Owner shall observe and perform the following covenants in relation to the balconies (if any) (as shown and coloured orange hatched black on the plans annexed hereto) and utility platforms (if any) (as shown and coloured red hatched black on the plans annexed hereto) of the Residential Flats :-

- (a) The balconies (if any) shall only be used as balconies in relation to or in connection with the use and enjoyment of the Residential Flats for which they are provided;
- (b) The utility platforms (if any) shall only be used for clothes drying in relation to or in connection with the use and enjoyment of the Residential Flats for which they are provided;
- (c) The design and location of the balconies and utility platform (if any) under the Building Plans shall not be altered in any way;
- (d) The balconies and utility platforms (if any) shall not be enclosed and in particular no fences, awnings, grilles or any structures shall be installed, exhibited, affixed, erected or attached to any of the balconies or utility platforms (if any) whereby the same shall be enclosed in whole or in part other than as approved under the Building Plans;
- (e) The Owners of the Residential Flats for which balconies and utility platforms (if any) are provided shall at their own costs and expenses keep the balconies and utility platforms (if any) in good and substantial repair and condition; and
- (f) In the event of any of the covenants under sub-clauses (a) to (e) of this Clause being in breach, the Manager, without prejudice to the rights of the other Owners and other rights and remedies of the Manager under this Deed, shall

have the right to demand the defaulting Owners to rectify the breach forthwith and if necessary to reinstate the balconies and/or utility platforms (if any) to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including, but not limited to, the right to enter upon the Residential Flats concerned (including the exempted balconies and utility platforms (if any) provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the balconies or utility platforms (if any) of the Residential Flats which are in breach of the aforesaid covenants. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

32. No Residential Flat shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any such Residential Flat(s) as show flat(s) for such period or periods as it shall in its discretion consider appropriate.

33. No partitioning shall be erected or installed in a Residential Flat which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

34. No Owner except the Owner having the exclusive right to occupy the garden, roof or flat roof (if any) of a Residential Flat shall have the right to use such garden, roof or flat roof (if any) except that other Owners may use such garden, roof or flat roof (if any) only for escape in the event of fire or emergency. Subject to the express rights of the First Owner herein provided, no Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the garden, roof or flat roof (if any) or any part thereof and the Manager shall have the right to enter to remove anything erected or placed on the garden, roof or flat roof (if any) or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

35. No Owner shall without the prior written consent of the Manager permit or suffer the

design, colour and material of any windows, doors or gates visible from outside his Unit to be altered from the original design of the First Owner for the sake of unity of outlook of the Development. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any part of the Development any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95 of the Laws of Hong Kong) or other competent authorities concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities and the design of any metal grille or shutter or gate in respect of any part of the Development shall, prior to the installation thereof, first be submitted to the Manager for its approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed by the Manager.

36. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Flat any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Flat giving the Owner's or occupier's name) without the prior written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

37. No Owner shall store or permit to be stored in any Residential Flat any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating. Each Owner shall comply with all lawful requirements of the Director of Fire Services made under the Dangerous Goods Ordinance (Cap.295 of the Laws of Hong Kong) and any regulations made thereunder as may be amended from time to time.

38. No Residential Flat 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 thereof.

39. No part of the Carpark shall be used otherwise than as in accordance with the Conditions and no industrial machines shall be installed and no manufactory process shall be allowed and no person shall be permitted to reside therein.

40. No Owner shall without the Manager's prior written approval and obtaining all necessary licences from the appropriate Government authorities store or permit or suffer to be stored in any

part of the Carpark any hazardous, dangerous, combustible or unlawful goods or explosive substance, or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance (Cap.295 of the Laws of Hong Kong).

41. No Owner shall send any employee of the Manager out of the Development on any private business.

42. No Owner shall install any extra lighting fixtures in the Common Areas and Facilities of the Development.

43. The Owners shall at their own expenses maintain and carry out all works in respect of the Slope Structures in accordance with the Maintenance Manual(s) for the Slope Structures as referred to in Clause 73 under Section VIII of this Deed, "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time) and such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures.

44. The Owners shall at their own expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and their own Units including the Works and Installations. The Owners may, by resolution at meetings of the Owners, the Owners' Committee or the Owners' Corporation, if formed, decide on revisions to be made to the Fourth Schedule hereto and the Maintenance Manual(s) for the Works and Installations as referred to in Clause 74 under Section VIII of this Deed as may be necessary, including the addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.

45. Every Owner shall keep and maintain the interior of his Unit and all windows, window frames, doors, conducting media (as defined in sub-clause (d) of Clause 1 of Part A of the Second Schedule hereto) exclusively serving the same and not forming part of the Common Areas and Facilities and all electrical and sanitary apparatus thereto in good repair and condition.

46. No Owner shall make or allow to make any alterations or additions to the lift lobby of the Residential Flat owned by him nor cut injure alter or interfere with any facilities, equipment or apparatus on in or upon such lift lobby except with the prior written consent of the Manager. Each Owner of the Residential Flat shall, at its own costs and expenses, keep and maintain the lift lobby

of the Residential Flat owned by him and the facilities, equipment or apparatus on in or upon such lift lobby in accordance with the requirements laid down under the Fire Services Ordinance (Cap.95 of the Laws of Hong Kong) or other relevant Government Ordinances or regulations. In addition and without prejudice to any other rights of the Manager under this Deed, the Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into each Residential Flat with lift lobby for the purposes of meter reading, inspecting and examining such lift lobby of the Residential Flat and the facilities, equipment or apparatus on in or upon such lift lobby Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Residential Flats and shall make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his staffs and contractors.

47. No Owner shall obstruct the access to the means of escape in any flat roofs, upper roofs, roofs, staircases, lift lobbies, smoke lobbies, corridors or another other areas, be those Common Areas and Facilities or not, which shall at all times remain unobstructed in compliance with the Fire Services Ordinance (Cap.95 of the Laws of Hong Kong), the Code of Practice for the Provision of Means of Escape in case of fire, the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) or other relevant Government Ordinances or regulations (collectively "Relevant Ordinances and Regulations"). In case the access is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with the Relevant Ordinances and Regulations at the expense of the Owner in default. Without prejudice to any other provisions in this Deed, the Owner(s) for the time being of any flat roof(s), upper roof(s), roof(s), lift lobby(ies) or corridor(s) shall not erect affix or install or cause or allow to be erected affixed or installed any structure on such flat roof(s), upper roof(s), roof(s), lift lobby(ies) or corridor(s) save with the prior written approval of the Manager and (if necessary) the relevant Government Authorities.

48. Every Owner shall pay and discharge all existing and future Government Rent (unless the same forms part of the management expenditure pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners from and against all liability thereof.

49. No Owner (including the First Owner) shall convert any part or parts of the Common Areas and Facilities to his or its own use or for his or its own benefit unless the approval of the

Owners' Committee (if formed) has been obtained, any payment received for such approval shall be credited to the Capital Equipment Fund.

50. No Owner (including the First Owner) shall have the right to convert or designate his or its Unit or Units as part of the Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) and the Manager shall have the right to re-convert or re-designate such Common Areas and Facilities to his or its own use or benefit.

51. For the avoidance of doubt, each Owner shall be responsible for any act, omission, default or negligence of or by any of his tenants, occupiers, visitors, servants, agents, workmen and licensees which is in breach of any provisions of this Third Schedule as if such act, omission, default or negligence were committed by such Owner.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Works and Installations)

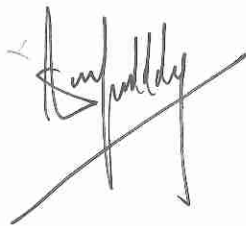
The Works and Installations include (but not limited to) the following items :-

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) plumbing system;
- (e) drainage system;
- (f) fire services installations and equipment;
- (g) electrical wiring system;
- (h) lift installations;
- (i) gas supply system;
- (j) window installations;
- (k) swimming pool filtration plant system;
- (l) emergency generator system;
- (m) air-conditioning system;
- (n) light fittings installations; and
- (o) the Slope Structures.

SEALED with the Common Seal of the)
 First Owner in the presence of and)
 SIGNED by)

Miss Lui Wai Yu Paddy, its)
)
)

director(s) / ~~person(s)~~ duly authorized by)
 resolutions of the board of directors of)
 the First Owner whose signature(s))
 is / are verified by :-)





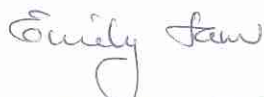
Lam Yuet Ming, Emily
Solicitor, Hong Kong SAR
P. C. Woo & Co.

SEALED with the COMMON SEAL of)
 the First Assignee and SIGNED by)

Mr. Tang Chung Ping Joseph, its)
 director -----)

director(s) / ~~person(s)~~ duly authorized by)
 resolutions of the board of directors of)
 the First Assignee whose signature(s))
 is / are verified by :-)





Lam Yuet Ming, Emily
Solicitor, Hong Kong SAR
P. C. Woo & Co.

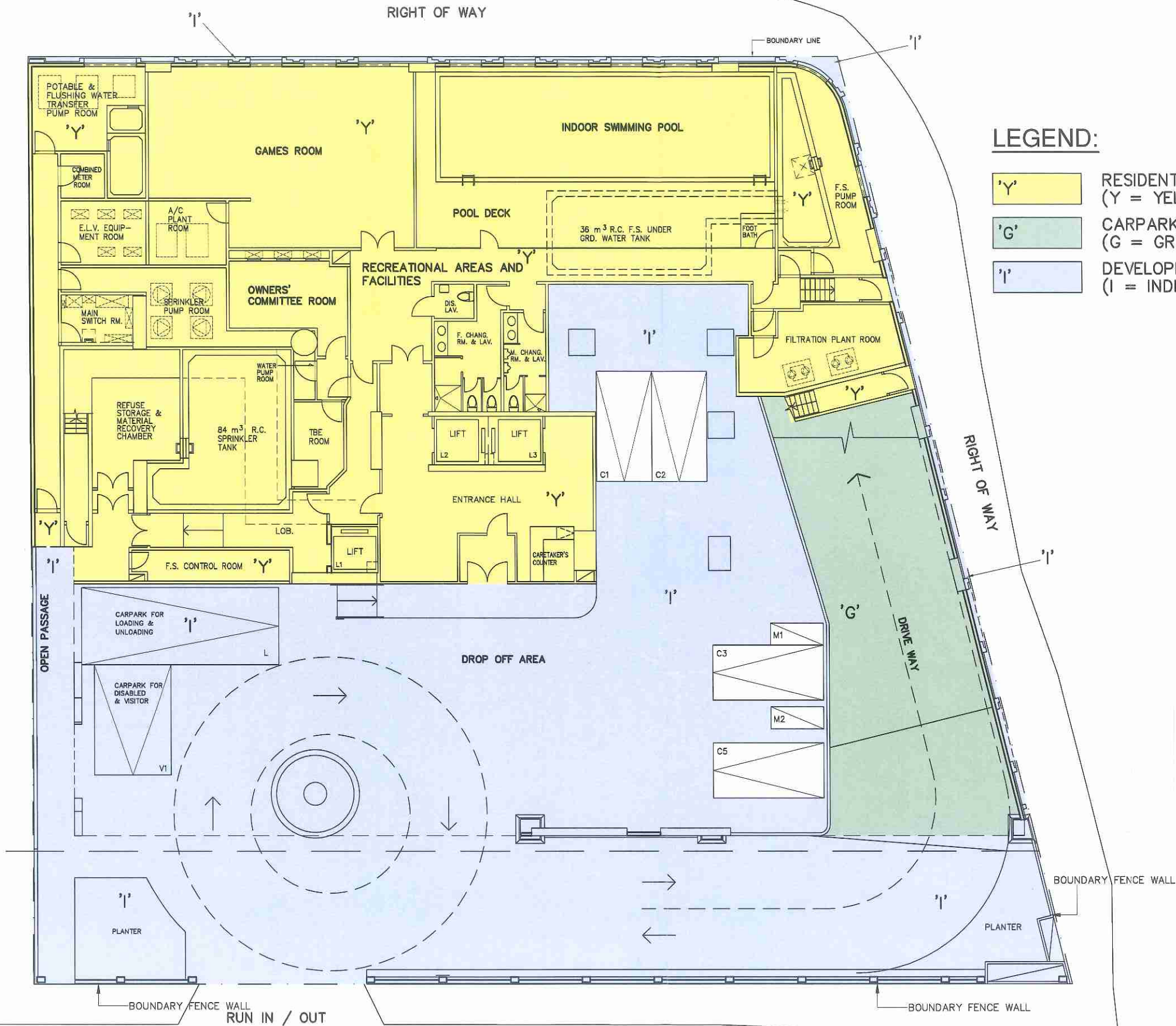
SEALED with the Common Seal of the)
 Manager in the presence of and)
 SIGNED by Miss Lui Wai Yu Paddy)
 and Mr. Lui Yiu Wah Alexander, two)
 of its)
 director(s) / ~~person(s)~~ duly authorized by)
 resolutions of the board of directors of)
 the Manager whose signature(s) is / are)
 verified by :-)

[Handwritten signature of Miss Lui Wai Yu Paddy]
[Handwritten signature of Mr. Lui Yiu Wah Alexander]



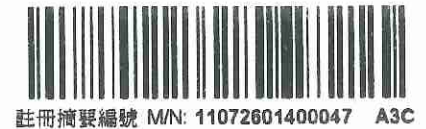
Emily Lam

**Lam Yuet Ming , Emily
 Solicitor, Hong Kong SAR
 P. C. Woo & Co.**



LEGEND:

- 'Y' RESIDENTIAL COMMON AREAS AND FACILITIES (Y = YELLOW)
- 'G' CARPARK COMMON AREAS AND FACILITIES (G = GREEN)
- 'I' DEVELOPMENT COMMON AREAS AND FACILITIES (I = INDIGO)



MAK CHI CHEUNG, PETER
BArch., BAAS, FHKIA, RIBA, ARAIA
REGISTERED ARCHITECT, AP(List1)

LOBBY FLOOR PLAN

SHIU FAI TERRACE

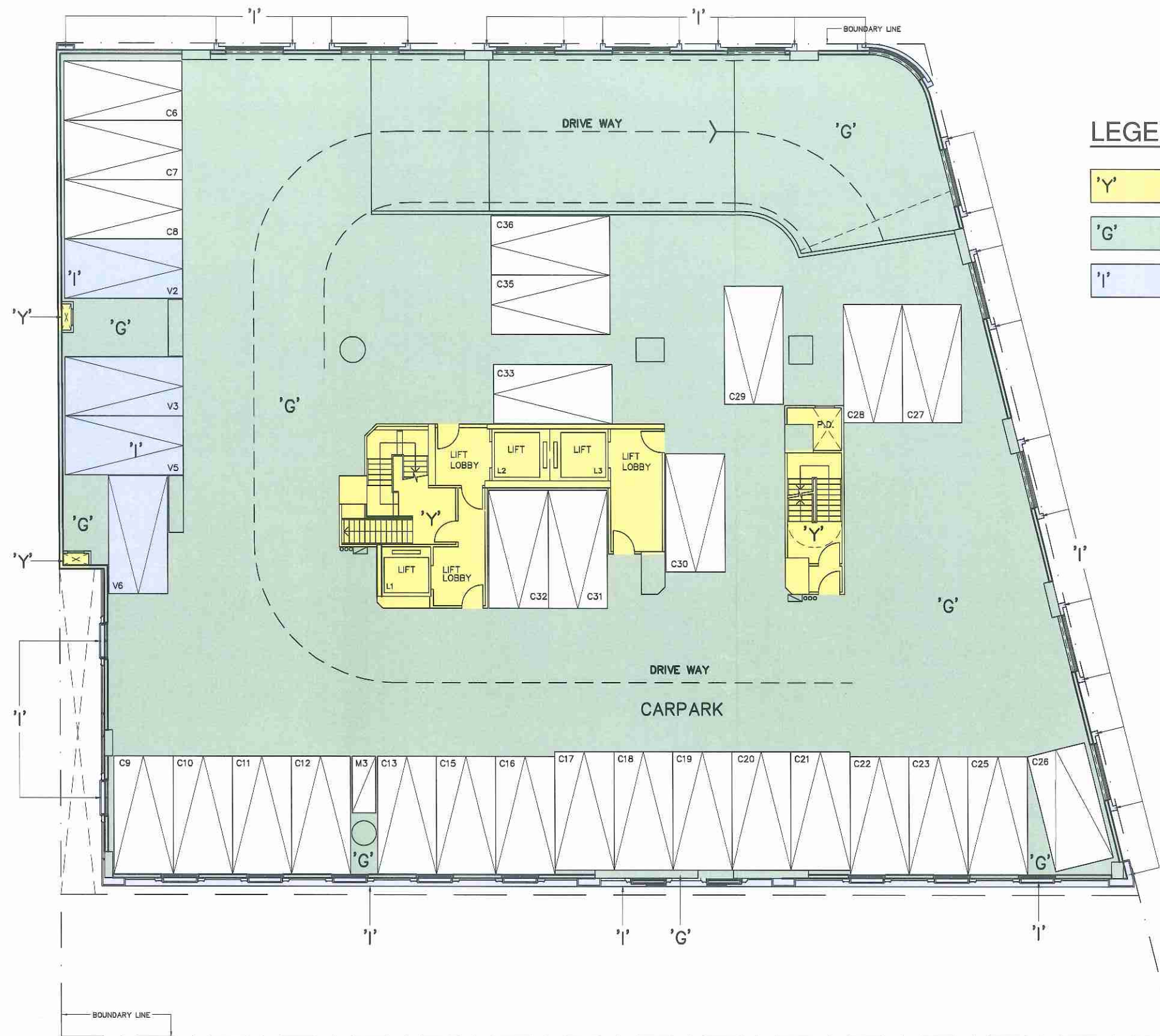
DMC PLAN

1506 Shiu Fai Terrace\Arch\Cad\DMC\015-DMC (A&A 1ST-SUB) 19APR2010\1506DMC(A&A)-PLAN 19APR2010.DWG

RESIDENTIAL DEVELOPMENT AT
6 SHIU FAI TERRACE, HONG KONG, I.L. 2302, s.B, s.s. 1 & EXT. THERETO

SCALE 1:200 @ A3
DATE : 19/4/2010

WMKY LTD 雲麥郭楊 建築師 工程師
ARCHITECTS-ENGINEERS



LEGEND:

- 'Y' RESIDENTIAL COMMON AREAS AND FACILITIES (Y = YELLOW)
- 'G' CARPARK COMMON AREAS AND FACILITIES (G = GREEN)
- 'I' DEVELOPMENT COMMON AREAS AND FACILITIES (I = INDIGO)



註冊摘要編號 M/N: 11072801400047 A3C

MAK CHI CHEUNG, PETER

MAK CHI CHEUNG, PETER
BArch., BAAS, FHKIA, RIBA, ARAIA
REGISTERED ARCHITECT, AP(List1)

1ST FLOOR PLAN

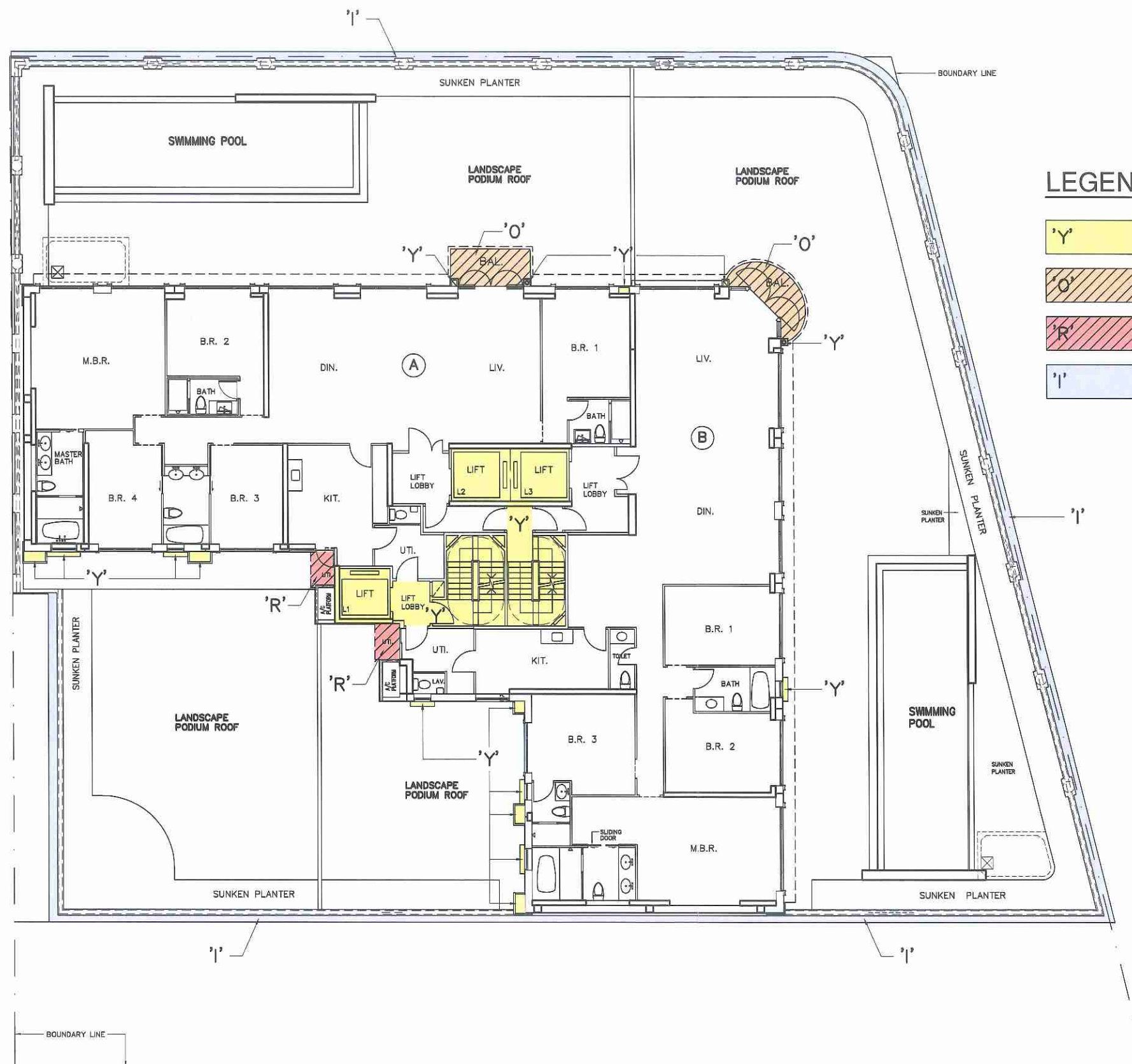
DMC PLAN

1506 Shiu Fai Terrace\Arch\Cad\DMC\015-DMC (A&A 1ST-SUB) 19APR2010\1506DMC(A&A)-PLAN 19APR2010.DWG

RESIDENTIAL DEVELOPMENT AT
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SCALE 1:200 @ A3
DATE : 19/4/2010

 **WMKY** LTD 雲麥郭楊
ARCHITECTS-ENGINEERS



LEGEND:

- 'Y' RESIDENTIAL COMMON AREAS AND FACILITIES (Y = YELLOW)
- 'O' BALCONIES (O = ORANGE)
- 'R' UTILITY PLATFORMS (R = RED)
- 'I' DEVELOPMENT COMMON AREAS AND FACILITIES (I = INDIGO)



註冊編號 MN: 11072601400047 A3C

2ND FLOOR PLAN

(Signature)

MAK CHI CHEUNG, PETER
BArch., BAAS, FHKIA, RIBA, ARAIA
REGISTERED ARCHITECT, AP(List1)

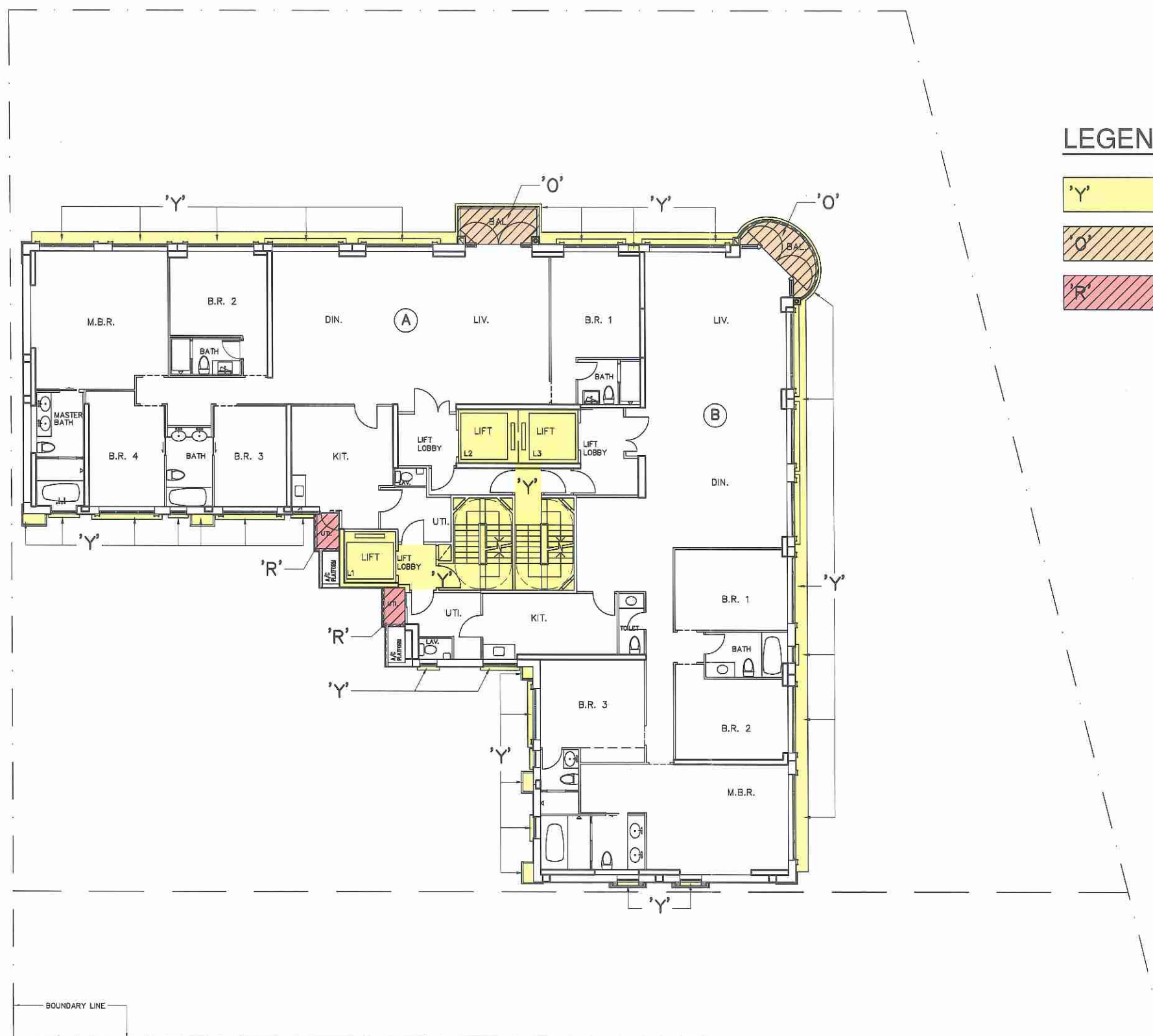
DMC PLAN

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RESIDENTIAL DEVELOPMENT AT
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ARCHITECTS-ENGINEERS



LEGEND:

- 'Y' RESIDENTIAL COMMON AREAS AND FACILITIES (Y = YELLOW)
- 'O' BALCONIES (O = ORANGE)
- 'R' UTILITY PLATFORMS (R = RED)



註冊編號 M/N: 11072601400047 A3C

TYPICAL FLOOR PLAN (3/F - 16/F WITH 4/F, 13/F & 14/F OMITTED)


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REGISTERED ARCHITECT, AP(List1)

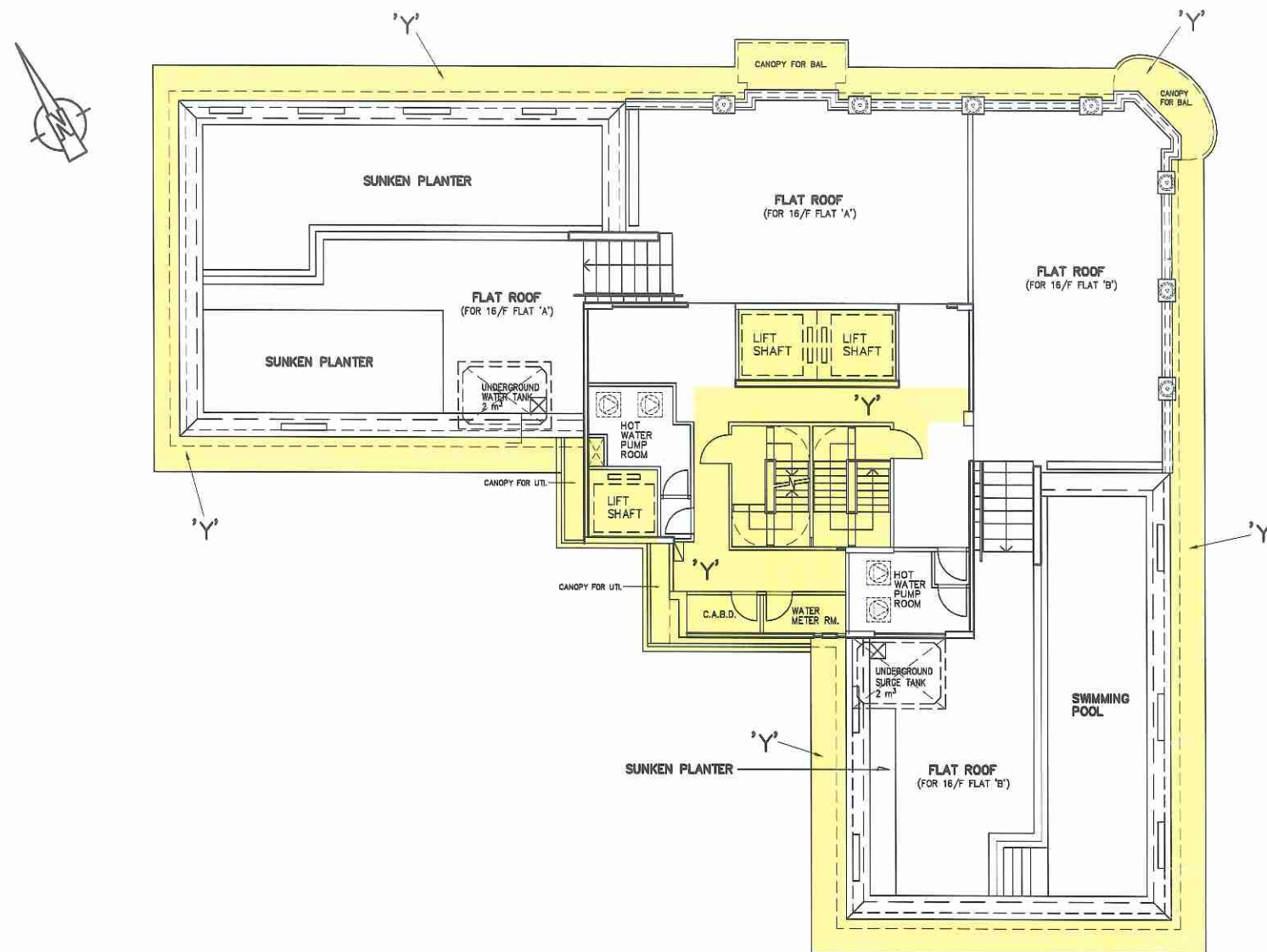
DMC PLAN

1506 Shiu Fai Terrace\Arch\Cad\DMC\015-DMC (A&A 1ST-SUB) 19APR2010\1506DMC(A&A)-PLAN 19APR2010.DWG

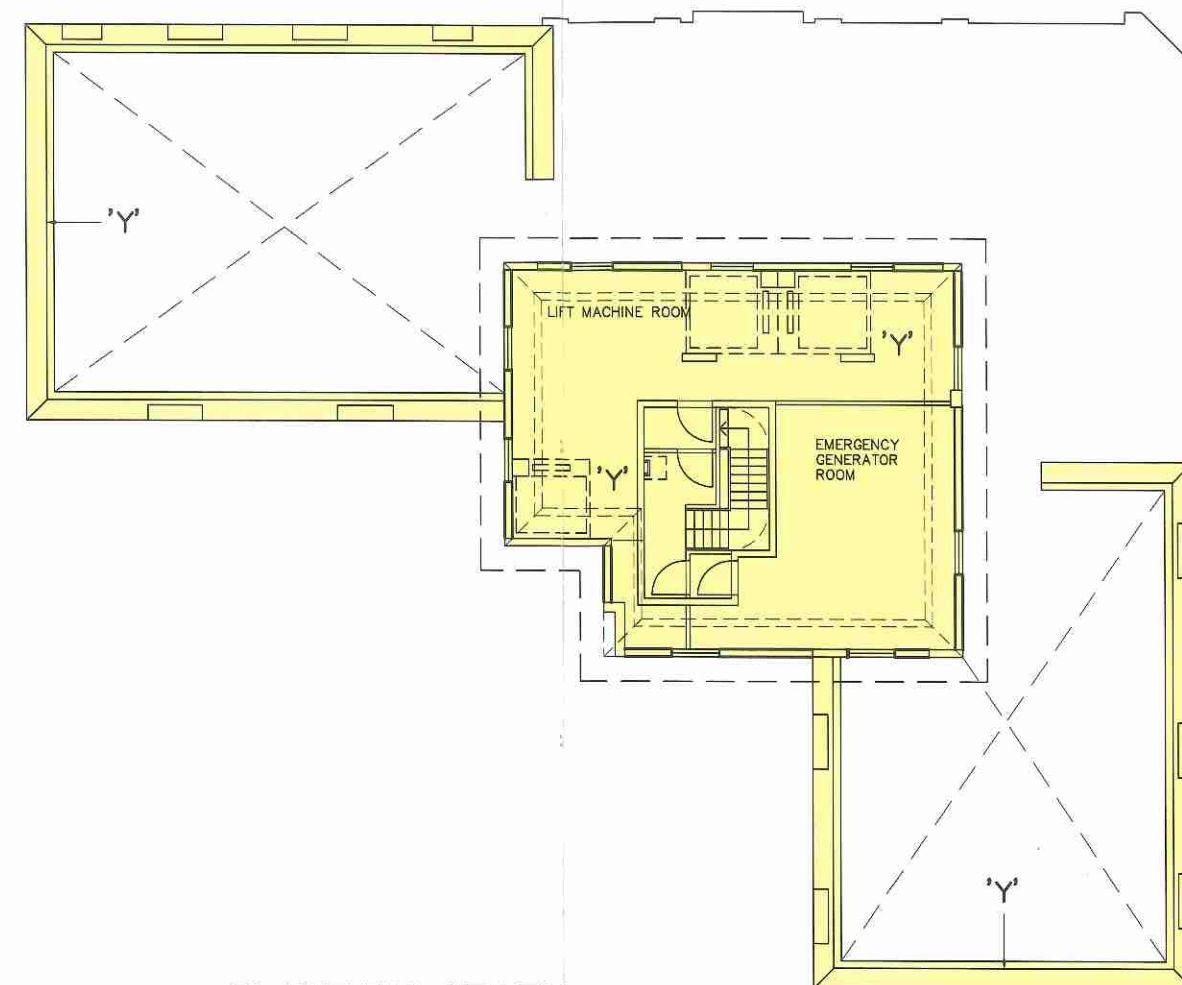
RESIDENTIAL DEVELOPMENT AT
6 SHIU FAI TERRACE, HONG KONG, I.L. 2302, s.B, s.s. 1 & EXT. THERETO

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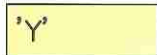


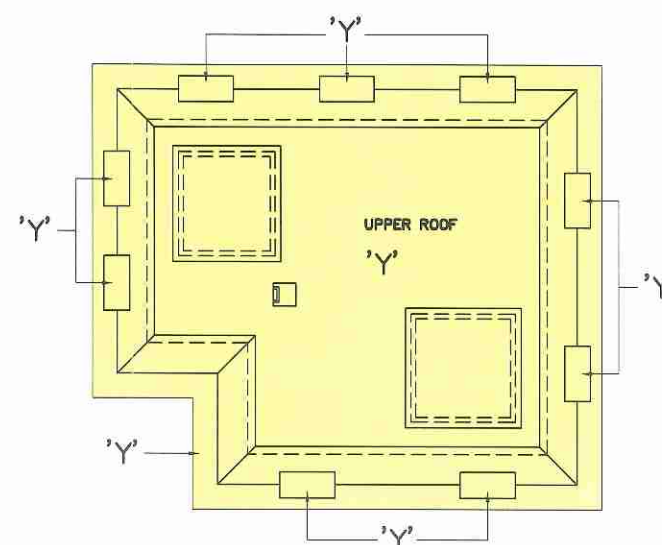
ROOF PLAN



PLANT RM. AT LEV. 116.92

LEGEND:

 RESIDENTIAL COMMON AREAS AND FACILITIES
(Y = YELLOW)



UPPER ROOF PLAN



註冊摘要編號 M/N: 11072601400047 A3C



MAK CHI CHEUNG, PETER
BArch., BAAS, FHKIA, RIBA, ARAIA
REGISTERED ARCHITECT, AP(List1)

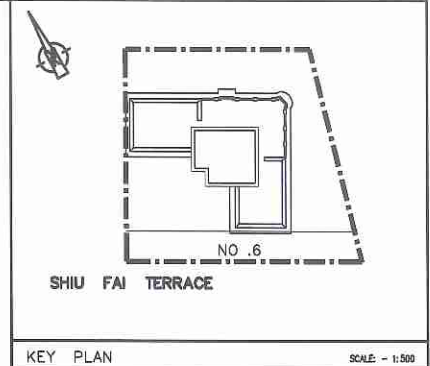
DMC PLAN

1506 Shiu Fai Terrace\Arch\Cad\DMC\015-DMC (A&A 1ST-SUB) 19APR2010\1506DMC(A&A)-PLAN 19APR2010.DWG

RESIDENTIAL DEVELOPMENT AT
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SCALE 1:200 @ A3
DATE : 19/4/2010

 **WMKY** LTD 雲麥郭楊
ARCHITECTS-ENGINEERS 建築師 工程師



LEGEND:

- RESIDENTIAL COMMON AREAS AND FACILITIES
(Y = YELLOW)
- DEVELOPMENT COMMON AREAS AND FACILITIES
(I = INDIGO)



註冊編號 M/N: 11072601400047 A3C

MAK CHI CHEUNG, PETER
BArch., BAAS, FHKIA, RIBA, ARAIA
REGISTERED ARCHITECT, AP(List1)

SOUTH WEST ELEVATION PLAN

NORTH WEST ELEVATION PLAN

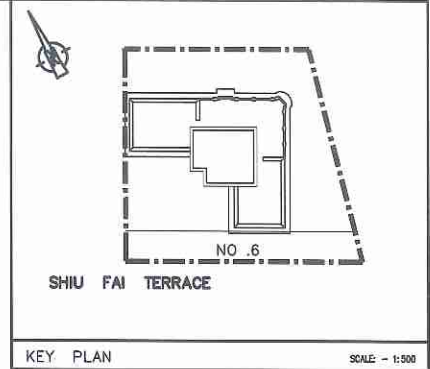
DMC PLAN

1506 Shiu Fai Terrace\Arch\Cad\DMC\015-DMC (A&A 1ST-SUB) 19APR2010\1506DMC(A&A)-ELE 19APR2010.DWG

RESIDENTIAL DEVELOPMENT AT
6 SHIU FAI TERRACE, HONG KONG, I.L. 2302, s.B, s.s. 1 & EXT. THERETO

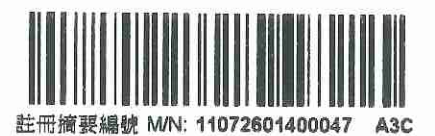
SCALE 1:300 © A3
DATE : 19/4/2010

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ARCHITECTS-ENGINEERS



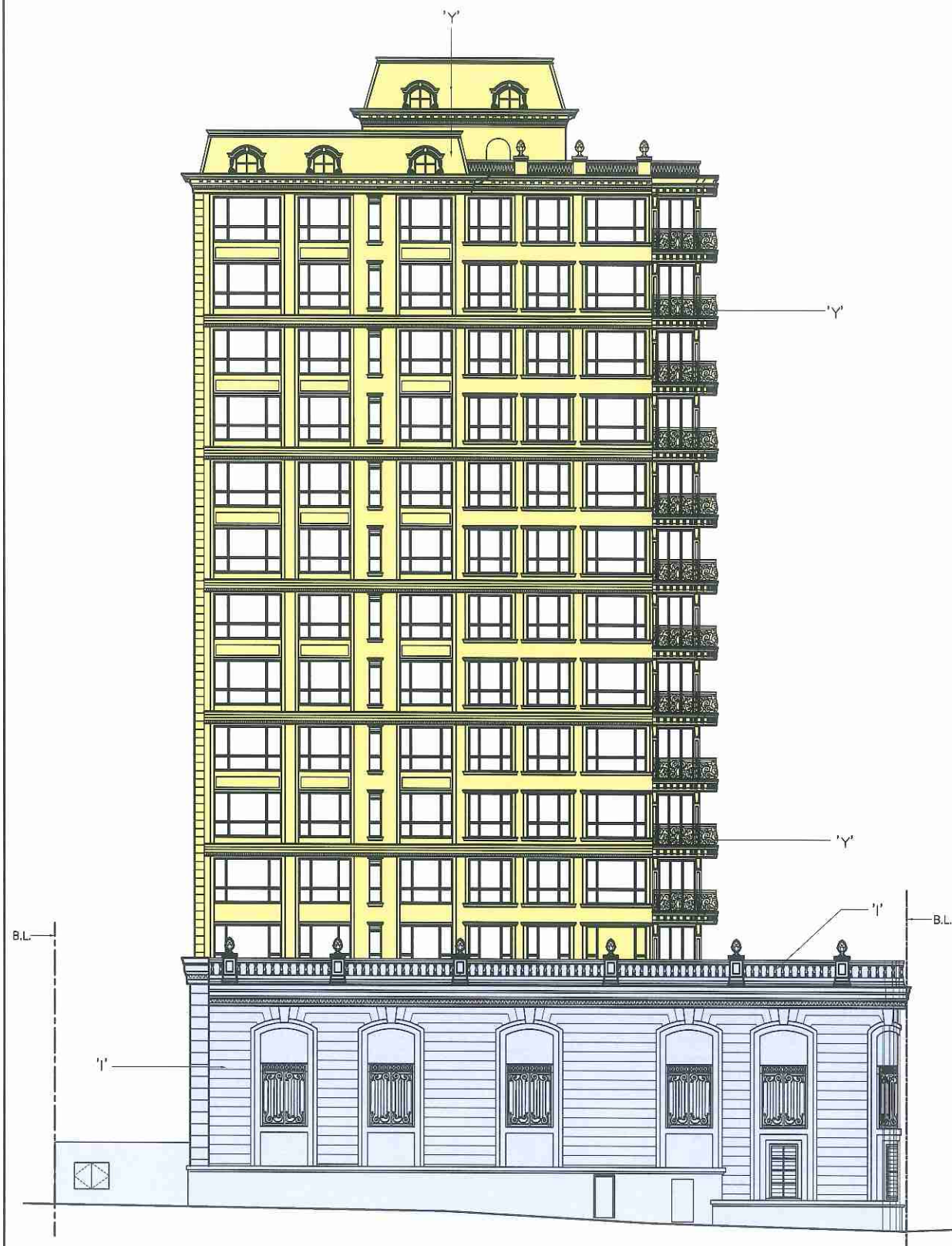
LEGEND:

- Y RESIDENTIAL COMMON AREAS AND FACILITIES (Y = YELLOW)
- I DEVELOPMENT COMMON AREAS AND FACILITIES (I = INDIGO)

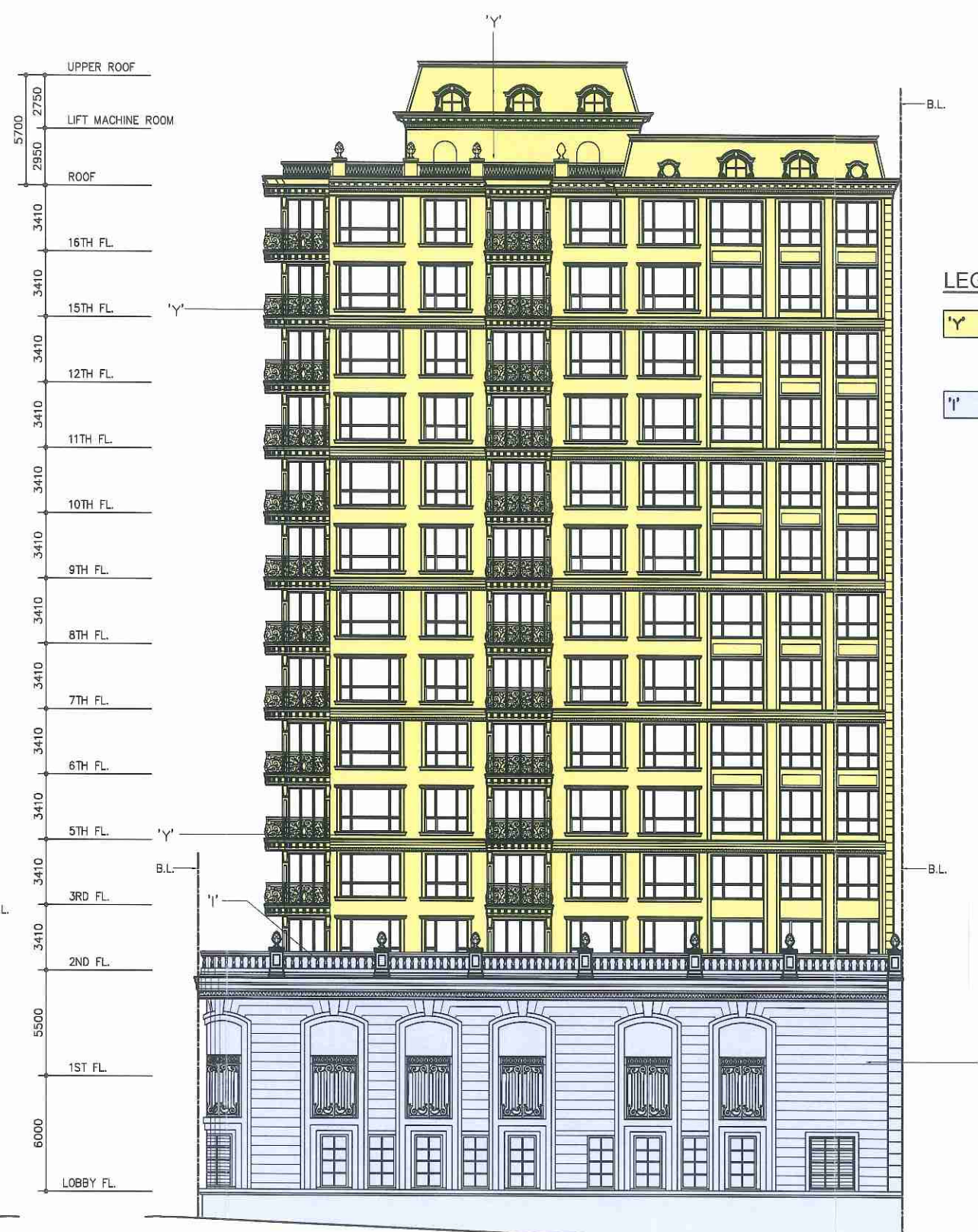


MAK CHI CHEUNG
MAK CHI CHEUNG, PETER
BArch., BAAS, FHKIA, RIBA, ARAIA
REGISTERED ARCHITECT, AP(List1)

DMC PLAN



SOUTH EAST ELEVATON PLAN



NORTH EAST ELEVATON PLAN

1506 Shiu Fai Terrace\Arch\Cad\DMC\015-DMC (A&A 1ST-SUB) 19APR2010\1506DMC(A&A)-ELE 19APR2010.DWG

RESIDENTIAL DEVELOPMENT AT
6 SHIU FAI TERRACE, HONG KONG, I.L. 2302, s.B, s.s. 1 & EXT. THERETO

SCALE 1:300 @ A3
DATE : 19/4/2010

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RETAINING WALL
(REFERENCE NO. 11SW-D/R212)

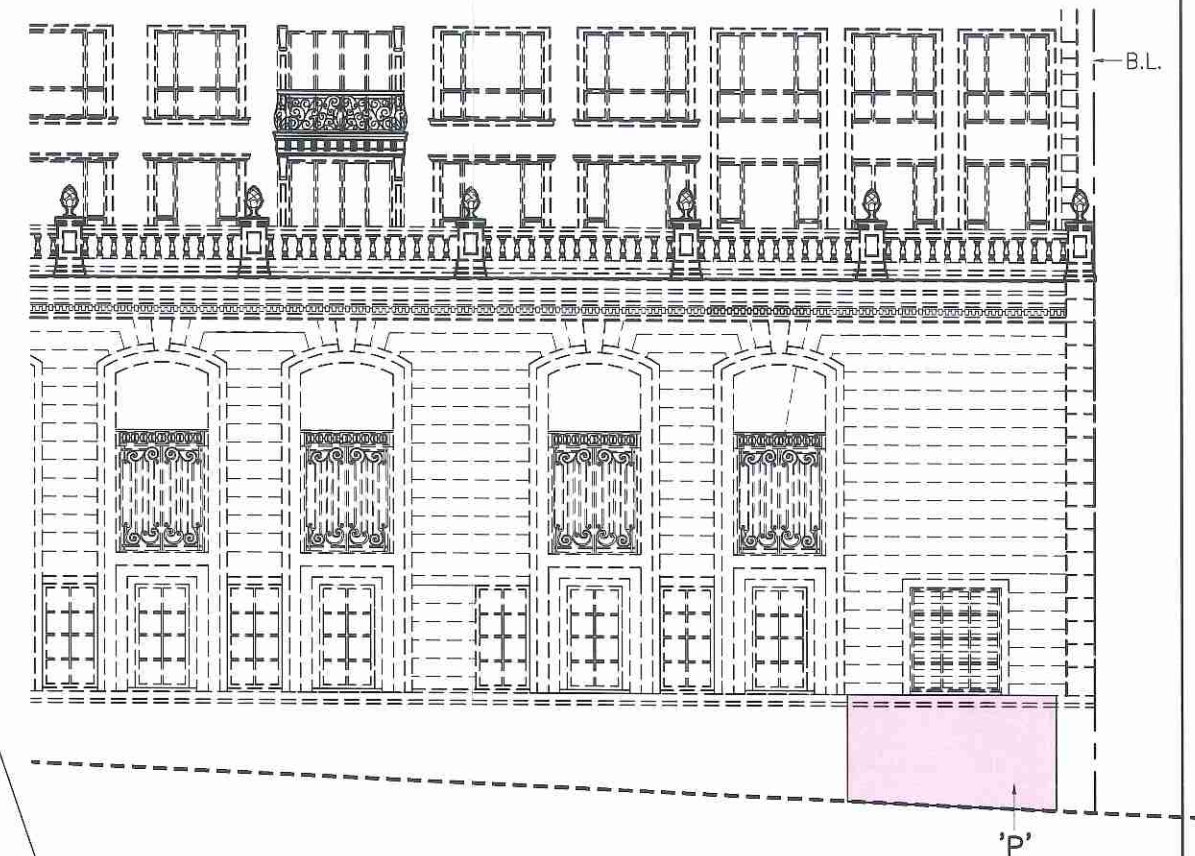
'P'
SLOPE
(REFERENCE NO. 11SW-D/C(SLOPE))

RIGHT OF WAY



LEGEND:

'P' SLOPE AND RETAINING WALL WHICH FORM
THE SLOPE STRUCTURES (P = PINK)



SLOPE ELEVATION PLAN
(FACING NORTH EAST)



註冊編號 M/N: 11072601400047 A3C

I HEREBY CERTIFY THAT ALL SLOPE
STRUCTURES HAVE BEEN SHOWN
AND INCLUDED ON THIS PLAN

MAK CHI CHEUNG, PETER
BArch., BAAS, FHKIA, RIBA, ARAIA
REGISTERED ARCHITECT, AP(List1)

DMC PLAN

RUN IN / OUT

SLOPE PLAN

SHIU FAI TERRACE

1506 Shiu Fai Terrace\Arch\Cad\DMC\015-DMC (A&A 1ST-SUB) 19APR2010\1506DMC(A&A)-PLAN 19APR2010.DWG

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