

**THIS DEED** made this                    day of

**BETWEEN**

(1)            **CHEERWIDE INVESTMENT LIMITED ( 振遠投資有限公司 )** whose registered office is situate at 23<sup>rd</sup> Floor, Nan Fung Tower, 88 Connaught Road C and 173 Des Voeux Road C, Central, Hong Kong (hereinafter called "the First Owner" which expression shall where the context so admits include its or their successors and assigns) of the first part;

(2)

(hereinafter called "the Second Owner" which expression shall where the context so admits includes his/her/its or their successors in title and persons deriving title under or through him/her/it or them) of the second part; and

(3)            **NEW CHARM MANAGEMENT LIMITED ( 新卓管理有限公司 )** whose registered office is situate at 23<sup>rd</sup> Floor, Nan Fung Tower, 88 Connaught Road C and 173 Des Voeux Road C, Central, Hong Kong (hereinafter called "the DMC Manager") of the third part.

**WHEREAS :-**

A.            Immediately prior to the assignment to the Second Owner, the First Owner was the registered owner of the Land which is held from the Government absolutely under and by virtue of the Conditions under which the First Owner is entitled to a lease of the Land for the residue of a term of 50 years commencing from the 3<sup>rd</sup> day of July 2012 subject to payment of the rent.

B.            The First Owner has developed or is in the course of developing the Land in accordance with the Approved Plans and has constructed or is in the course of constructing thereon the Estate.

C.            For the purposes of sale and defining individual ownership, the Land and the Estate have been notionally divided into 23,988 equal undivided parts or shares, the allocation of which is set out in the First Schedule hereto.

D.            By an assignment bearing even date herewith and made between the First Owner of the first part and the Second Owner of the second part the First Owner assigns unto the Second Owner ALL THAT [[Unit / Garden Unit / Penthouse]            on            Floor of Tower            / Villa            ] of the Estate ("the said Property") absolutely subject to the Conditions and this Deed.

E.            The parties hereto have agreed to enter into this Deed for the purpose of making

provisions for the management, maintenance, repair, renovation, improvement, insurance and servicing of the Land and the Estate, and their equipment, services and apparatus and for the purpose of defining and regulating the respective rights, interests and obligations of the Owners in respect of the Land and the Estate.

F. This Deed has been approved by the Director of Lands in accordance with Special Condition No.(7)(a) of Part A of the Conditions.

NOW THIS DEED WITNESSES as follows :-

## **SECTION I**

### **1. DEFINITION AND INTERPRETATION**

1.1 In this Deed the following words and expressions shall have the following meanings ascribed to them whenever the context so permits :-

“Authorised Person”	Ms. Lee Ming Yen Jennifer of P&T Architects and Engineers Limited or any other authorised person or persons as defined in Section 2(1) of the Buildings Ordinance appointed by the First Owner in his place.
“Approved Plans”	The general building plans prepared by the Authorised Person for the development of the Land and approved by the Building Authority under BD Ref. No.2041/12 as the same may be amended from time to time with the approval of the Director of Buildings.
“Bank Account”	Any interest-bearing account with a licensed bank of the Hong Kong Special Administrative Region within the meaning of Section 2 of the Banking Ordinance (Cap.155) opened and maintained in the name of the Manager as trustee for the Owners and if an Owner’s Corporation is formed, in the name of the Manager as trustee for the Owner’s Corporation.
“Building Management Ordinance”	The Building Management Ordinance Cap.344 of the Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-amendments thereof for the time being in force.
“Club”	The club premises and clubhouse of the Estate which includes swimming pools, play area, sports/activity areas and all ancillary equipment, facilities and structures installed, provided or erected by the First Owner for the use and enjoyment of the residents for the time being of the Estate and their bona fide visitors pursuant to Special Condition No.(14)

of Part C of the Conditions.

“Club Rules”

The rules governing the use, operation and maintenance of the Club from time to time in force as provided by this Deed.

“Conditions”

Agreement and Conditions of Sale dated the 3rd day of July 2012 and registered in the Land Registry as Conditions of Sale No.20168 as supplemented by a Consent Letter dated 18th September 2015 and registered in the Land Registry by Memorial No.15092202530111 and any variation and modification thereto, if any.

“Conveyancing and Property Ordinance”

The Conveyancing and Property Ordinance Cap.219 of the Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-enactments thereof for the time being in force.

“This Deed”

This Deed of Mutual Covenant Incorporating a Management Agreement.

“Estate”

The whole of the development comprising the Tower Accommodation, the Villa Accommodation, the General Common Areas, the General Common Facilities and the General Car Park known or intended to be known as [ ] constructed or in the course of construction on the Land, all structures, facilities and services whatsoever installed or provided in, under, on or over the Land for the use of the Estate or any part or parts thereof including without limiting the generality of the foregoing, all machinery and equipment in or upon the Estate and all roads, footpaths, stairways, lifts, cables, pipes, drainage and sewage for use of the Estate.

“Estate Common Areas”

Such of the lobby, telecommunication and broadcasting equipment room, transformer room, emergency generator room, meter room, pump room, planter, F.S. pump room, owner’s committee office, caretakers’ office, quarter for watchmen, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, driveways (other than those forming part of the Villa Carpark

Common Areas and the Tower Carpark Common Areas), passageways, emergency vehicular access, staircases, architectural fins and external walls, parapets and fences of the whole Estate (other than those of the Tower Accommodation and the Villa Accommodation), loading and unloading space for refuse collection, street fire hydrant water tank, switch room, sprinkler water tank, rainwater harvesting pump room, rainwater harvesting storage tank, fan room, flat roof, refuse storage and material recovery chamber, grey water recycle plant room, treated grey water storage tank, influent grey water storage tank, lift lobby, F.S. water tank, master water meter room, water feature room, electrical room, F.S. control & F.S. control valve room, fuel tank room, Backfill Area, portion of the Greenery Areas, unexcavated areas and other areas and spaces containing the Estate Common Facilities and other areas and spaces in any part or parts of the Estate which are designated as being for the common use and benefit of the Owners of the Estate, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas and the Estate Common Areas are shown for the purpose of identification only on the plans annexed hereto, the accuracy of such plans has been certified by or on behalf of the Authorised Person, and thereon coloured Yellow, EXCLUDING those areas designated as being part of the Residential Common Areas, the Villa Carpark Common Areas, the Tower Carpark Common Areas, the Villa Common Areas, the Tower Common Areas and the Units.

“Estate Common Facilities”

All equipment, facilities and systems designated as being for the use, benefit or service of the Estate Common Areas and

without limiting the generality of the foregoing, include :-

- (a) Such of the sewers, drains, water courses, pipes, gutters, wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Estate through which water, sewage, gas, electricity and any other services are supplied to the Estate or any part or parts thereof;
- (b) Fire fighting installation and equipment;
- (c) Lamp posts, traffic lights and lighting within the Estate;
- (d) Lightning conductors of the Estate;
- (e) Lift installation and equipment; and
- (f) Other facilities and systems other than those facilities designated as being part of the Residential Common Facilities or the Villa Carpark Common Facilities or the Tower Carpark Common Facilities or the Villa Common Facilities or the Tower Common Facilities for the use and benefit of the Estate and not for the use and benefit of any particular Owner.

“Estate Rules”

The rules governing the Estate as a whole and the Estate Common Areas and the Estate Common Facilities from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.

“Flat”

A flat in the Tower Accommodation to which Undivided Shares have been or will be allocated including but not limited to private lift (if any), private lift lobby (if any), balcony (together with the railings or glass balustrades enclosing the balcony), staircase (if any), garden (if any), flat roof (if any), roof (if any), top roof (if any), internal walls and partitions (whether load bearing or structural or not) of or within the Flat, the inner half of any walls and partitions (whether load bearing or structural or not) separating the Flat

or any part thereof from any other part(s) of the Estate, columns, floor slabs (and in the event the floor slab is separating the Flat and other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Flat and other part or parts of the Estate, the lower half of such ceiling slab), beams and other structural supports thereof, all glazing window panes and frames, all internal finishes (including plastering, paints and wallpapers) and the internal surface of all walls and parapets enclosing the Flat (or any part(s) thereof) but shall exclude the external walls (whether load bearing or structural or not) and external parapets of the Tower Accommodation.

“General Car Park”

The car parking facilities in the Estate designated for the parking of motor vehicles and motor-cycles in accordance with the Approved Plans and comprising the Villa Carport and the Tower Carport.

“General Common Areas”

The Estate Common Areas, the Residential Common Areas, the Villa Carpark Common Areas, the Tower Carpark Common Areas, the Villa Common Areas and the Tower Common Areas.

“General Common Facilities”

The Estate Common Facilities, the Residential Common Facilities, the Villa Carpark Common Facilities, the Tower Carpark Common Facilities, the Villa Common Facilities and the Tower Common Facilities.

“General Common Parts  
Undivided Shares”

Those Undivided Shares allocated to the General Common Areas and General Common Facilities.

“General Fund”

The fund established and maintained by the Manager under Clause 6.2.6 hereof to pay the Management Expenses.

“Government”

The Government of the Hong Kong Special Administrative Region.

“Green Hatched Black Area”

The area shown coloured green hatched black on the plan annexed to the Conditions on which geotechnical

investigations and slope treatment, landslide preventive, mitigation and remedial works are required to be carried out and completed in accordance with Special Condition (13)(a) of Part A of the Conditions.

“Green Stippled Black Area”

The retaining walls within the Land or the Estate, which are shown on the Slope Plan annexed hereto and thereon coloured green stippled black.

“Greenery Areas”

The greenery areas of the Estate, which are shown on the Greenery Floor Plan annexed hereto, the accuracy of such plan has been certified by or on behalf of the Authorised Person, and thereon coloured Grey and their size (in area) and common access thereto are also indicated thereon.

“Land”

All That piece or parcel of land registered in the Land Registry as RURAL BUILDING LOT NO.1190.

“Maintain” or “maintain”

Includes but is not limited to inspecting, testing, repairing, upholding, supporting, rebuilding, overhauling, paving, purging, scouring, cleansing, emptying, amending, keeping, replacing, redesigning, refurbishing, renovating, improving, decorating and painting or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.

“Maintenance Manual”

The slope maintenance manual (if any) in respect of the Slopes and Retaining Walls.

“Maintenance Manual for the Works and Installation”

means the maintenance manual for the Works and Installations as mentioned in Clause 9.1.10 of Section IX as may from time to time be amended or revised in accordance with the provisions of this Deed.

“Management” or “management”

All duties and obligations to be performed and observed by the Manager pursuant to this Deed.

“Management Expenses”

The costs, charges and expenses necessarily and reasonably



incurred in the management and maintenance of the Land and the Estate as more particularly provided in Clause 6.4.1 hereof.

“Management Fee”

The monthly sum payable by an Owner under Clause 6.4.3 (a) hereof for his share of the budgeted Management Expenses.

“Management Shares”

The respective shares set out in the Second Schedule hereto based on which the contribution of each Owner towards the management of the Land and the Estate under this Deed including the budgetted Management Expenses and the Manager’s Remuneration is calculated.

“Manager”

The DMC Manager until it resigns or its appointment is terminated and thereafter the manager for the time being appointed as manager of the Land and the Estate in accordance with the provisions hereof.

“Manager’s Remuneration”

The remuneration of the Manager as provided in Clause 6.3.1 hereof or in any Sub-Deed of Mutual Covenant or Supplemental Deed of Mutual Covenant made pursuant to the provisions hereunder.

“Month”

A calendar month.

“Motorcycle Parking Space”

A Parking Space (other than a Villa Carparking Space, Visitors’ Carparking Space and Tower Carparking Space) provided pursuant to Special Condition No.(7)(c) of Part C of the Conditions.

“Non-enclosed Areas”

Such balcony or balconies or parts thereof (if any) forming part of a Villa or a Flat in the Tower Accommodation which are shown on the plans annexed hereto, the accuracy of such plans has been certified by or on behalf of the Authorized Person and thereon coloured Violet.

“Occupation Permit”

An occupation permit or temporary occupation permit of the Estate or any part thereof issued by the Building Authority.

“Occupier”	An occupant or occupier of a Unit for the time being.
“Owner” or “Owners”	The person or persons in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenants in common of any Undivided Share, and where any Undivided Share has been assigned or charged by way of mortgage or charge, the word "Owner" shall include both mortgagor and registered mortgagee or, as the case may be, chargor and registered chargee but in respect of the mortgagee or chargee only if such mortgagee or chargee is in possession of or has foreclosed such Undivided Share PROVIDED however that subject to the provisions of such mortgage or charge the voting rights attached to such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed such Undivided Share in which case only the mortgagee or chargee in possession of or who has foreclosed such Undivided Share is entitled to exercise the voting rights.
“Owners’ Committee”	A committee of the Owners of the Estate established under the provisions of this Deed.
“Owners’ Corporation”	The corporation of the Owners incorporated under the Building Management Ordinance.
“Parking Space”	A Villa Carparking Space or a Tower Carparking Space or a Motorcycle Parking Space to which Undivided Shares have been or will be allocated under this Deed, or a Visitors’ Carparking Space. Such space is shown as a space for parking on the car park layout plan approved by the Building Authority and the Director of Lands and including any approved amendment(s) to such plan.
“Recreational Areas and Facilities”	Those recreational areas and facilities in the Estate including (but not limited to) the Club, play area, covered landscape area, sitting out areas and other areas and facilities designated

as being for the use of the residents of the Residential Accommodation as well as their bona fide visitors for recreational purposes and all ancillary equipment, facilities and structures serving such areas.

“Residential Accommodation”

The Tower Accommodation and the Villa Accommodation.

“Residential Common Areas”

Such of the Recreational Areas and Facilities, lift lobbies (but excluding those private lift lobbies forming part of a Flat), lift pits and lift shafts, passageways, staircases, corridors, filtration plant room, pump room, landscape area, planters, portion of the Greenery Areas, communal landscaped sky garden, skylight, disabled lift, electrical room, the Visitors’ Carparking Space, loading and unloading bays provided pursuant to Special Condition No.(8)(a) of Part C of the Conditions, such areas and spaces containing the Residential Common Facilities and other areas and spaces in any part or parts of the Estate which are designated as being for the common use and benefit of the Owners of the Residential Accommodation, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and the Residential Common Areas are shown for the purpose of identification only on the plans annexed hereto, the accuracy of such plans has been certified by or on behalf of the Authorised Person, and thereon coloured Brown EXCLUDING those areas designated as being part of the Estate Common Areas, the Villa Common Areas, the Tower Common Areas, the Villa Carpark Common Areas, the Tower Carpark Common Areas and the Units.

“Residential Common Facilities”	All those facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate designated as being for the general benefit and service of the Residential Accommodation only but to which no Owner of Flat or Villa has the exclusive right to use or enjoy the same including (but not limited to) lifts, lighting, communal television antennae, water tanks, satellite dishes (if any), recreational facilities, security system, fire service installation system and such electrical, mechanical and sanitary installations which are designated as being for the common use and benefit of the Owners of the Residential Accommodation EXCLUDING those facilities designated as being part of the Estate Common Facilities, the Villa Common Facilities, the Villa Carpark Common Facilities, the Tower Carpark Common Facilities and the Tower Common Facilities.
“Residential Rules”	The rules governing the Residential Accommodation from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.
“Residential Unit”	A Villa within the Villa Accommodation or a Flat within the Tower Accommodation in the Estate designated for residential use.
“Rules”	The Residential Rules, the Tower Rules, the Villa Rules, the Estate Rules, the Villa Carpark Rules, the Tower Carpark Rules and the Club Rules.
“Sinking Fund”	The fund established and maintained by the Manager pursuant to Clause 6.2.7 hereof to meet the expenditure of a capital nature or expenditure of a kind not expected to be incurred annually and such other expenses mentioned in Clause 6.2.9.
“Slopes and Retaining Walls”	Such slopes (if any), slopes treatment works, retaining walls and other structures and drainage within or outside the Land or the Estate including but not limited to the Green Hatched Black Area and the Green Stippled Black Area, the

maintenance of which is the liability of the Owners under the provisions of the Conditions or this Deed and the Slopes and Retaining Walls existing at the date of this Deed for identification purposes are shown on the Slope Plan of a scale 1:500 annexed hereto certified by the Authorised Person as to inclusion of all the Slopes and Retaining Walls on the Slope Plan and thereon coloured Green Hatched Black and Green Stippled Black.

“Sub-Deed of Mutual Covenant”

A sub-deed of mutual covenant which may be entered into by the First Owner and other parties in respect of any part or parts of the Land and the Estate after the execution of this Deed.

“Tower Accommodation”

The two towers erected or in the course of being erected on the Land and designated as "Tower 1" and “Tower 2” and designated as being for private residential purposes.

“Tower Carpark Common Areas”

All spaces and areas in the Tower Carport intended for use in common by Owners of the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and Motorcycle Parking Spaces including (but not limited to) fan room, planter, accessory areas, circulation passages, void spaces, driveways, ramps, entrances, exits and other spaces or areas containing the Tower Carpark Common Facilities, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Tower Carpark Common Areas and for the purpose of identification only the Tower Carpark Common Areas are shown on the plans hereto annexed certified as to their accuracy by or on behalf of the Authorised Person and thereon coloured Green EXCLUDING those areas being part

of the Estate Common Areas, the Residential Common Areas, the Villa Common Areas, the Villa Carpark Common Areas, the Tower Common Areas and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner.

“Tower Carpark Common Facilities”

Such facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate for the general benefit and service of the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and Motorcycle Parking Spaces only but no Owner of the Tower Carparking Spaces and Motorcycle Parking Spaces has the exclusive right to use or enjoy, and shall include (but not limited to) lighting, security system, fire service installation system, air-conditioning and mechanical ventilation system (if any) and other electrical, mechanical and sanitary installations within the Tower Carpark Common Areas and are for the common use and benefit of the Owners of the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and Motorcycle Parking Spaces EXCLUDING those being part of the Estate Common Facilities or the Residential Common Facilities or the Villa Common Facilities or the Villa Carpark Common Facilities or the Tower Common Facilities.

“Tower Carpark Rules”

The rules governing the Tower Carport from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.

“Tower Carparking Space”

Carparking Spaces Nos.B1, B7, B10 to B12, B15 to B23, B25 to B33, B35 to B43, B45 to B53, B55 to B63, B65 to B73, B75 to B83, B85 to B93, B95 to B103, B105 to B113 and B115 to B118 on Basement and Carparking Spaces Nos.UG119 to UG123 and UG125 to UG127 on Upper Ground Floor designated as being for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the Owners or Occupiers of the Flats and their bona fide guests, visitors or invitees.

“Tower Carport”

The portion of the General Car Park consisting of Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement), Motorcycle Parking Spaces, Tower Carpark Common Areas and Tower Carpark Common Facilities.

“Tower Common Areas”

Such areas in the Tower Accommodation including the roofs (unless otherwise specifically included in the premises assigned), top roofs (unless otherwise specifically included in the premises assigned), flat roofs (unless otherwise specifically included in the premises assigned), fire service pump room, pump rooms, water tank rooms, electric meter rooms, refuse storage and material recovery chamber, entrance lobbies, skylight, lift lobbies (but excluding those private lift lobbies forming part of a Flat), lift pits and lift shafts of the Tower Accommodation, canopy, passageways, staircases, corridors, planters, switch room, water meter room, covered landscape and play area, disabled lifts, lifts and external walls of the Tower Accommodation (including architectural fins and features (if any), claddings (if any), curtain walls and those components of the curtain wall system), portion of the Greenery Areas, such areas and spaces containing the Tower Common Facilities and other areas and spaces in any part or parts of the Estate which are for the common use and benefit of the Owners of the Tower Accommodation and in so far as the lifts marked “ACC. LIFT 3” and “ACC. LIFT 9” on the plans hereto annexed certified as to their accuracy by or on behalf of the Authorised Person (hereinafter referred to as “ACC. LIFT 3” and “ACC. LIFT 9”) are concerned, also for the common use and benefit of the Owners of the Villas pursuant to clause 3.1.1(d) hereof, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance, shall also be covered by the provisions hereinbefore provided, such

parts shall be deemed to have been included as, and shall form part of, the Tower Common Areas and for the purpose of identification only the Tower Common Areas are shown on the plans hereto annexed certified as to their accuracy by or on behalf of the Authorised Person and thereon coloured Indigo EXCLUDING those areas being part of the Estate Common Areas, the Residential Common Areas, the Villa Carpark Common Areas, the Tower Carpark Common Areas, the Villa Common Areas and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner.

“Tower Common Facilities”

All those facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate for the general benefit and service of the Tower Accommodation only but no Owner of Flat has the exclusive right to use or enjoy and shall include (but not limited to) lifts, lighting, communal television antennae, water tanks, satellite dishes (if any), recreational facilities, security system, fire service installation system and other electrical, mechanical and sanitary installations which are for the common use and benefit of the Owners of the Tower Accommodation and in so far as the lifts marked “ACC. LIFT 3” and “ACC. LIFT 9” on the plans hereto annexed certified as to their accuracy by or on behalf of the Authorised Person (hereinafter referred to as “ACC. LIFT 3” and “ACC. LIFT 9”) are concerned, also for the common use and benefit of the Owners of the Villas pursuant to clause 3.1.1(d) hereof EXCLUDING those being part of the Estate Common Facilities or the Residential Common Facilities or the Villa Carpark Common Facilities or the Tower Carpark Common Facilities or the Villa Common Facilities.

“Tower Rules”

The rules governing the Tower Accommodation from time to time in force and made by the Manager pursuant to clause 6.2.2 hereof.

“Undivided Shares”

All or any of the 23,988 equal undivided parts or shares into which the Land and the Estate are notionally divided.



“Unit”	A Villa, a Flat, a Villa Carparking Space, a Tower Carparking Space or a Motorcycle Parking Space to which Undivided Shares have been or will be allocated or sub-allocated of which the Owner, as between himself and Owners or Occupiers of other parts of the Estate, is entitled to the exclusive possession.
“Villa”	Any of the 2 villas erected on the Villa Accommodation of the Land, including their respective internal walls and partitions (whether load bearing or structural or not) of or within the Villa, staircases, all glazing, windows panes and frames, all internal finishes (including plastering, paints and wallpapers) and the internal surface of all walls parapets enclosing the Villa (or any part(s) thereof) and/or abutting on the General Common Areas, the inner half of any walls and partitions (whether load bearing or structural or not) separating the Villa or any part(s) thereof from any other Villa (or any part(s) of that Villa), columns, floor slabs (and in the event the floor slab is separating the Villa and other part or parts of the Estate, the upper half of such floor slab), ceiling slabs, beams and other structural supports thereof, balcony (if any), roofs, flat roofs and top roofs appurtenant thereto (including all railings, glass balustrades or parapets enclosing such balcony flat roofs, roofs and top roofs), gardens, swimming pool, the external walls (whether structural or not) of that Villa and external finishes and features thereon but shall exclude (i) the parapets enclosing a garden held with and forming part of such Villa, (ii) all external walls and parapets of the Estate and external finishes and features thereon, if any and (iii) the whole thickness and the external surface of the walls (whether structural or not) separating the Villa and the General Common Areas.
“Villa Accommodation”	Such portion of the Estate on which 2 Villas are erected which is comprised of Villas 1 and 2 of the Estate.
“Villa Carpark Common Areas”	All spaces and areas in the Villa Carport intended for use in common by Owners of the Villa Carparking Spaces and

Carparking Spaces Nos.B1 and B7 on Basement and Owners of the Villas including (but not limited to) accessory areas, circulation passages, void spaces, driveways, ramps, entrances, exits, fan room and other spaces or areas containing the Villa Carpark Common Facilities, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Villa Carpark Common Areas and for the purpose of identification only the Villa Carpark Common Areas are shown on the plans hereto annexed certified as to their accuracy by or on behalf of the Authorised Person and thereon coloured Pink EXCLUDING those areas being part of the Estate Common Areas, the Residential Common Areas, the Villa Common Areas, the Tower Carpark Common Areas, the Tower Common Areas and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner.

“Villa Carpark Common Facilities”

Such facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate for the general benefit and service of the Villa Carparking Spaces, Carparking Spaces Nos.B1 and B7 on Basement only but no Owner of the Villa Carparking Spaces and Carparking Spaces Nos.B1 and B7 on Basement has the exclusive right to use or enjoy, and shall include (but not limited to) lighting, security system, fire service installation system, air-conditioning and mechanical ventilation system (if any) and other electrical, mechanical and sanitary installations within the Villa Carpark Common Areas and are for the common use and benefit of the Owners of the Villa Carparking Spaces and Carparking Spaces Nos.B1 and B7 on Basement and Owners of the Villas EXCLUDING those being part of the Estate Common

Facilities or the Residential Common Facilities or the Villa Common Facilities or the Tower Carpark Common Facilities or the Tower Common Facilities.

“Villa Carpark Rules”

The rules governing the Villa Carport from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.

“Villa Carparking Space”

Carparking Spaces Nos.B2, B3, B5, B6, B8 and B9 on Basement located within the Villa Carport designated as being for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the Owners or Occupiers of the Villas and their bona fide guests, visitors or invitees.

“Villa Carport”

The portion of the General Car Park consisting of Villa Carparking Spaces, Carparking Spaces Nos.B1 and B7 on Basement, Villa Carpark Common Areas and Villa Carpark Common Facilities.

“Villa Common Areas”

Such of the pump room, tank room, electrical room, variable refrigerant volume platform fan and heatpump, landscaped area, such areas and spaces containing the Villa Common Facilities and other areas and spaces in any part or parts of the Estate which are for the common use and benefit of the Owners of the Villa Accommodation, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Villa Common Areas and for the purpose of identification only the Villa Common Areas are shown on the plans hereto annexed certified as to their accuracy by or on behalf of the Authorised Person and thereon coloured Orange

EXCLUDING those areas being part of the Estate Common Areas, the Residential Common Areas, the Villa Carpark Common Areas, the Tower Carpark Common Areas, the Tower Common Areas and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner.

“Villa Common Facilities”

All those facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate for the general benefit and service of the Villa Accommodation only but no Owner of Villa has the exclusive right to use or enjoy and shall include (but not limited to) lighting, security system, fire service installation system and other electrical, mechanical and sanitary installations which are for the common use and benefit of the Owners of the Villa Accommodation EXCLUDING those being part of the Estate Common Facilities or the Residential Common Facilities or the Villa Carpark Common Facilities or the Tower Carpark Common Facilities or the Tower Common Facilities.

“Villa Rules”

The rules governing the Villa Accommodation from time to time in force and made by the Manager pursuant to clause 6.2.2 hereof.

“Visitors’ Carparking Space”

A Parking Space located within the Residential Common Areas designated as being for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units.

“Works and Installation”

The major works and installations in the Estate (whether forming part of the General Common Areas and General Common Facilities or not) requiring regular maintenance on a recurrent basis which include but not limited to the following (if any) :

(a) structural elements;

(b) external wall finishes and roofing materials;

- (c) fire safety elements;
- (d) Slopes and Retaining Walls;
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window installations.

1.2 In this Deed where the context so permits, references to the singular include the plural and vice versa and references importing any of the masculine feminine and neuter genders include the others of them and references to persons include corporations.

1.3 The headings in this Deed are included merely for ease of reference and shall not affect the interpretation or construction of any clause or paragraph.

## **SECTION II**

### **RIGHTS AND OBLIGATIONS OF THE OWNERS**

2.1 The First Owner shall at all times hereafter subject to and with the benefit of the Conditions and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Second Owner All That the Estate Together with the appurtenances thereto and the entire rents and profits thereof save and except only (a) the said Property assigned to the Second Owner as aforesaid and (b) the General Common Areas and General Common Facilities.

2.2 The Second Owner shall at all times hereafter subject to and with the benefit of the Conditions and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner All That the said Property Together with the appurtenances thereto and the entire rents and profits thereof.

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

2.4 The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions herein contained and the benefit and burden thereof shall be annexed to every part of the Land and the Estate and the Undivided Share or Shares held therewith. The Conveyancing and Property Ordinance shall apply to this Deed.

2.5 Subject to the Conditions and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may 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, licence or otherwise dispose of or deal with his Undivided Share or Shares or interest in the Land and the Estate together with the full and exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Estate which may be held therewith but any such sale, assignment, mortgage, legal charge, lease or licence shall be expressly subject to and with the benefit of and this Deed.

2.6 No right or entitlement to the exclusive use occupation and enjoyment of any part of the Land or the Estate may be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held Provided Always that the provisions of this clause shall not extend to any lease or tenancy.

- 2.7 (a) The Estate Common Areas and the Estate Common Facilities are deemed to be common areas and facilities for the benefit of all Owners and may, subject to the provisions hereof and of any Sub-Deed of Mutual Covenant, be used by each Owner.
- (b) The Residential Common Areas and the Residential Common Facilities are deemed to be common areas and facilities for the benefit of all Owners of the Residential Units and may, subject to the provisions hereof and of any Sub-Deed of Mutual Covenant, be used by each Owner of a Flat or a Villa for all purposes connected with the proper use and enjoyment of the same.
- (c) The Tower Common Areas and the Tower Common Facilities shall be deemed to be common areas and facilities for the benefit of all Owners of the Flats (and in so far as ACC. LIFT 3 and ACC. LIFT 9 are concerned, also for the benefit of all Owners of the Villas pursuant to Clause 3.1.1(d) hereof) which areas and facilities may, subject to the provisions hereof and of any Sub-Deed of Mutual Covenant, be used by each Owner of a Flat for all purposes connected with the proper use and enjoyment of the same.
- (d) The Villa Common Areas and the Villa Common Facilities shall be deemed to be common areas and facilities for the benefit of all Owners of the Villas which areas and facilities may, subject to the provisions hereof and of any Sub-Deed of Mutual Covenant, be used by each Owner of a Villa for all purposes connected with the proper use and enjoyment of the same.
- (e) The Villa Carpark Common Areas and the Villa Carpark Common Facilities shall be deemed to be common areas and facilities for the benefit of all Owners of the Villa Carparking Spaces and Carparking Spaces Nos.B1 and B7 on Basement and Owners of the Villas which areas and facilities may, subject to the provisions hereof and of any Sub-Deed of Mutual Covenant, be used by each Owner of a Villa Carparking Space and Carparking Spaces Nos.B1 and B7 on Basement and each Owner of a Villa for all purposes connected with the proper use and enjoyment of the same.
- (f) The Tower Carpark Common Areas and the Tower Carpark Common Facilities shall be deemed to be common areas and facilities for the benefit of all Owners of the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and the Motorcycle Parking Spaces which areas and facilities may, subject to the provisions hereof and of any Sub-Deed of Mutual Covenant, be used by each Owner of a Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7 on Basement) and a Motorcycle Parking Space for all purposes connected with the proper use and enjoyment

of the same.

## 2.8 (1) Preamble

The covenants, rights, liberties, privileges, entitlements, exceptions and reservations in favour of the First Owner under this Clause 2.8 are intended to facilitate and enable the First Owner to do, exercise, carry out, perform and complete all such acts matters deeds and things as may be necessary and/or are pertaining to :

- (a) the construction, development and completion of the Estate;
- (b) any change in design, layout, disposition, height and user of any part of the Estate of which the First Owner shall remain the Owner;
- (c) increasing the development potential of any part of the Land and/or the Estate of which the First Owner shall remain the Owner insofar as such increase shall be permissible and be approved by the Government Provided that such right shall not unreasonably interfere with the Owners' use and enjoyment of their Units; and
- (d) management and control of those parts of the Estate of which the First Owner shall remain to be the Owner.

## 2.8 (2) Exceptions and Reservations

Each and every Owner covenants with the First Owner with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Estate and the interest therein that for so long as the First Owner remains the registered owner of any Undivided Share, and in addition to any other right which it may have reserved under the assignment to any Owner, the First Owner shall have the unrestricted right in its absolute discretion 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/or to exercise all or any of the following rights, liberty, privileges and entitlements without the necessity of joining in or reference to, concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Estate :-

- (a) The right for the First Owner or any of the Owners (in this context, other than the First Owner) or Occupiers or other persons permitted or authorised by the First



Owner to affix, remove, alter, maintain and renew at their own expense (a) chimneys, (b) signs, placards, posters and other advertising structures of whatsoever kind (whether illuminated or not) and (c) masts, conduits, plant, machinery, equipment, aerials, telecommunication transmitters and receivers, satellite dishes, satellite master antenna systems, tuners, broadcast reception, information distribution or communications systems and other fixtures (collectively "the aforesaid items") on the General Common Areas subject to the aforesaid items not unreasonably interfering with the other Owners' or Occupiers' use and enjoyment of their own Units PROVIDED THAT (i) such Owners or Occupiers or other persons permitted or authorized by the First Owner shall be responsible for repairing all damages made to any part of the Estate resulting from affixing, removing, altering, maintaining and renewing the aforesaid items; (ii) prior written consent of the Manager should have been obtained prior to the commencement of such work; (iii) any fee or monetary benefit arising from the aforesaid right to grant or permit the right as aforesaid shall go into the Sinking Fund; (iv) the First Owner or other Owners or Occupiers or other persons permitted or authorized by the First Owner shall at his own expense make good any damage caused thereby arising from the exercise of this right; and (v) the affixing, removal, alteration, maintenance and renewal of the aforesaid items shall not affect the enjoyment by any Owners and Occupiers of their Units or the Estate; and (vi) subject to the prior written approval by resolution of owners at an owners' meeting convened under this Deed.

- (b) Full power to enter into and upon all parts of the Land and the Estate (other than any part of the Estate that have already been assigned) with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials for the purposes of constructing and completing the Estate on the Land or any part thereof in accordance with the Approved Plans and may for such purpose carry out all such works in, under or over the Land as it may from time to time see fit Provided that nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The right of the First Owner to enter the Land to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Owner. The First Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land that the Owners, their servants, agents or licensees may or may not use while such works are being carried out Provided that the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part or parts of the Estate which he owns or impede or restrict the access to and from any such part or parts of the Estate and Provided that the First Owner shall at its own expense make good any damage

or loss that may be caused by or arise from such construction, demolition or other works or right of entry and shall ensure that such construction works shall cause the least disturbance and be carried out without delay and negligence.

- (c) The right to change the name of the Estate at any time up to 3 months after the issue of the certificate of compliance in respect of the whole of the Land upon giving not less than six (6) months' prior written notice to the Owners.
- (d) The right to change, amend, vary, add to or alter the Approved Plans, master layout plans, carparking layout plans and landscaping proposals (collectively "the Plans") for the Estate or any part or parts thereof existing at the date hereof without the concurrence or approval of the Owners or any of the parties hereto PROVIDED THAT (i) such change, amendment, variation, addition or alteration will not interfere with the Owners' right to the exclusive use, occupation and enjoyment of their Units; (ii) the exercise of the right by the First Owner shall be restricted to those Units which have not been sold or assigned by the First Owner and shall not impede or restrict access to or from any Units that have been assigned and (iii) the prior approval of the Owners' Committee or the Owners' Corporation (if formed) shall be obtained if such change, amendment, variation, addition or alteration affects the General Common Areas or any part thereof, but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Buildings or other relevant Government authorities pursuant to the Conditions or other applicable legislation. No such change, amendment, variation, addition or alteration shall give to the Owners or any person having an interest in the Land any right of action against the First Owner.
- (e) The right to apply, negotiate and agree with the Government to amend, vary, modify or waive the Conditions or any provisions thereof in such manner as the First Owner may deem fit including but not limited to variations, modifications or waiver of the permitted use of any part or parts of the Estate vested in him without interfering with the use, enjoyment and occupation by the Owners of those Units which have been assigned by the First Owner And Provided Further That any premium and administrative fee as may be required for the said amendment, variation, modifications or waiver shall be borne by the First Owner absolutely and Provided Further That the exercise of the right (i) shall not in any way whatsoever interfere with an Owner's right to hold, use, occupy and enjoy his Unit or the General Common Areas and that the access to or from his Unit shall not be restricted or impeded; and (ii) shall be subject to the prior written approval by resolution of Owners at an Owners' meeting convened under this Deed if the exercise of the

rights mentioned herein shall affect the General Common Areas.

- (f) At any time hereafter to enter into a Sub-Deed of Mutual Covenant in respect of any part or parts of the Land and the Estate Provided Always that (i) such Sub-Deed of Mutual Covenant shall not be in conflict with the provisions of the Conditions, this Deed or any previous Sub-Deed of Mutual Covenant, and (ii) the approval by the Director of Lands to such Sub-Deed of Mutual Covenant shall have been obtained unless he shall have, in his absolute discretion, waived the requirement of such approval.
- (g) 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 Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the First Owner (other than the General Common Parts Undivided Shares) and subject to the prior written approval of the Director of Lands to allocate and from time to time to re-allocate the Undivided Shares so retained by the First Owner to any of the Units retained by him and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises within the Estate PROVIDED THAT such dealings shall not contravene the terms and conditions of the Conditions.
- (h) The right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring land or to obtain any similar right by modification of the Conditions or licence for the benefit of the Land and the Estate on such terms and conditions and from such persons as the First Owner shall deem fit PROVIDED THAT prior written approval from the Owners' Committee or the Owners' Corporation should be obtained and PROVIDED FURTHER THAT the exercise of such right (i) shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns; and (ii) shall be subject to the prior written approval by resolution of Owners at an Owners' meeting convened under this Deed if the exercise of the rights mentioned herein shall affect the General Common Areas.



if the Purchaser consists of more than one person.”

2.11 Upon execution of this Deed, the whole of the General Common Parts Undivided Shares comprised therein together with the General Common Areas and the General Common Facilities which they represent shall be assigned to and vested in the Manager free of costs or consideration. Upon execution of any subsequent Sub-Deed of Mutual Covenant, the whole of the General Common Parts Undivided Shares comprised therein together with the General Common Areas and the General Common Facilities which they represent shall also be assigned to and vested in the Manager free of costs or consideration. The Manager shall hold the General Common Parts Undivided Shares together with the General Common Areas and General Common Facilities assigned as aforesaid on trust for the benefit of all the Owners for the time being subject to the Conditions and in particular, Special Condition Nos.(7)(a)(vi) to (viii) of Part A of the Conditions and subject to this Deed. In the event the appointment of the Manager is terminated, or the Manager shall be dismissed, wound up or have a receiving order made against it or is removed, and another manager be appointed in its stead as the new Manager in accordance with this Deed, then the liquidator or the receiver or the outgoing Manager shall assign the General Common Parts Undivided Shares together with the General Common Areas and the General Common Facilities which they represent to the new Manager free of costs or consideration or that if an Owners' Corporation is formed under the Building Management Ordinance, it may require the Manager to assign the same and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights and powers of the Manager contained in this Deed.

2.12 No Owner including the First Owner shall have the right to convert the General Common Areas and/or the General Common Facilities or any part thereof to his own use or for his own benefit unless approved by the Owners' Committee or the Owners' Corporation. Any payment received for the approval must be credited to the Sinking Fund. No Owner including the First Owner shall have the right to convert or designate any of his own areas as the General Common Areas and/or the General Common Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) and no Manager will have the right to re-convert or re-designate the General Common Areas to his or its own use or benefit.

2.13 The Greenery Areas shall only be used as greenery areas and shall not be used for any other purpose without the prior consent of the Building Authority.

### SECTION III

#### EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH UNDIVIDED SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY UNIT HELD THEREWITH

##### A. Villas

3.1.1 The Owner of a Villa shall have the benefit of the following easements, rights and privileges subject to the provisions in this Deed including the provisions of the rights of the Manager and the First Owner as herein provided :-

- (a) full right and liberty for each Owner of a Villa, his tenants, servants, agents and licensees to go pass and repass over and along and use the Villa Common Areas, the Villa Common Facilities, the Villa Carpark Common Areas, the Villa Carpark Common Facilities, the Residential Common Areas, the Residential Common Facilities, the Estate Common Areas and the Estate Common Facilities for all purposes connected with the proper use and enjoyment of his Villa;
- (b) the right to subjacent and lateral support from other parts of the Villa Accommodation and the Estate and the right to subjacent and lateral support from the foundations and all other parts of the Estate;
- (c) the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and all other services from and to the Villa owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Estate for the proper use and enjoyment of the Villa owned by the Owner; and
- (d) full right and liberty for each Owner of a Villa, his tenants, servants, agents and licensees to use ACC. LIFT 3 and ACC. LIFT 9 for gaining access to the communal landscaped sky garden.

##### B. Flats

3.2.1 The Owner of a Flat shall have the benefit of the following easements, rights and privileges, subject to the provisions in this Deed including the provisions of rights of the Manager and the First Owner herein provided :-

- (a) full right and liberty for each Owner of a Flat, his tenants, servants, agents and licensees to go pass and repass over and along and use the Estate Common Areas, the Estate

Common Facilities, the Tower Common Areas, the Tower Common Facilities, the Residential Common Areas and the Residential Common Facilities for all purposes connected with the proper use and enjoyment of his Flat;

- (b) the right to subjacent and lateral support from other parts of the Tower Accommodation in which the Flat is situated and the right to subjacent and lateral support from the foundations and all other parts of the Estate; and
- (c) the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and all other services from and to the Flat owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Estate for the proper use and enjoyment of the Flat owned by the Owner.

C. Villa Carparking Spaces

3.3.1 The Owner of a Villa Carparking Space shall have the benefit of the following easements, rights and privileges subject to the provisions in this Deed including the provisions of rights of the Manager and the First Owner herein provided :-

- (a) full right and liberty for each Owner of a Villa Carparking Space, his tenants, servants, agents and licensees to go pass and repass over and along and use the Estate Common Areas, the Estate Common Facilities, the Villa Carpark Common Areas and the Villa Carpark Common Facilities for all purposes connected with the proper use and enjoyment of his Villa Carparking Space;
- (b) the right to subjacent and lateral support from other parts of the Villa Carport in which the Villa Carparking Space is situated and the right to subjacent and lateral support from the foundations and all other parts of the Estate; and
- (c) the free and uninterrupted passage and running of water, sewage, electricity and all other services from and to the Villa Carparking Space owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Estate for the proper use and enjoyment of the Villa Carparking Space owned by the Owner.

D. Tower Carparking Spaces and Motorcycle Parking Spaces

3.4.1 The Owner of a Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7

on Basement) or a Motorcycle Parking Space shall have the benefit of the following easements, rights and privileges subject to the provisions in this Deed including the provisions of rights of the Manager and the First Owner herein provided :-

- (a) full right and liberty for each Owner of a Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7 on Basement) or a Motorcycle Parking Space, his tenants, servants, agents and licensees to go pass and repass over and along and use the Estate Common Areas and the Estate Common Facilities for all purposes connected with the proper use and enjoyment of his Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7 on Basement) or Motorcycle Parking Space;
- (b) full right and liberty for each Owner of a Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7 on Basement) or a Motorcycle Parking Space, his tenants, servants, agents and licensees to go pass and repass over and along and use the Tower Carpark Common Areas and the Tower Carpark Common Facilities for all purposes connected with the proper use and enjoyment of his Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7 on Basement) or Motorcycle Parking Space;
- (c) the right to subjacent and lateral support from other parts of the Tower Carport in which the Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7 on Basement) or Motorcycle Parking Space is situated and the right to subjacent and lateral support from the foundations and all other parts of the Estate; and
- (d) the free and uninterrupted passage and running of water, sewage, electricity and all other services from and to the Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7 on Basement) or Motorcycle Parking Space owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Estate for the proper use and enjoyment of the Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7 on Basement) or Motorcycle Parking Space owned by the Owner.

3.4.2 The Owner of Carparking Spaces Nos.B1 and B7 on Basement shall have the benefit of the following easements, rights and privileges subject to the provisions in this Deed including the provisions of rights of the Manager and the First Owner herein provided :-

- (a) full right and liberty for each Owner of Carparking Spaces Nos.B1 and B7 on Basement, his tenants, servants, agents and licensees to go pass and repass over and along and use the Estate Common Areas and the Estate Common Facilities for all purposes connected with the proper use and enjoyment of his Carparking Spaces Nos.B1 and B7 on



Basement;

- (b) full right and liberty for each Owner of Carparking Spaces Nos.B1 and B7 on Basement, his tenants, servants, agents and licensees to go pass and repass over and along and use the Villa Carpark Common Areas and the Villa Carpark Common Facilities for all purposes connected with the proper use and enjoyment of his Carparking Spaces Nos.B1 and B7 on Basement;
- (c) the right to subjacent and lateral support from other parts of the Villa Carport in which Carparking Spaces Nos.B1 and B7 on Basement are situated and the right to subjacent and lateral support from the foundations and all other parts of the Estate; and
- (d) the free and uninterrupted passage and running of water, sewage, electricity and all other services from and to Carparking Spaces Nos.B1 and B7 on Basement owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Estate for the proper use and enjoyment of Carparking Spaces Nos.B1 and B7 on Basement owned by the Owner.

E. Provisions Applicable to All Owners

3.5.1 Each Owner of a Unit may, with or without servants, workmen and others at all reasonable times on reasonable written notice to the relevant Owner or the Manager (as the case may be for a Unit or the General Common Areas) (except in the case of emergency) enter into and upon the other Units and the General Common Areas for the purposes of carrying out any work for the maintenance and repair of his Unit or its services (such work not being the responsibility of the Manager hereunder) where such entry is necessary in the circumstances causing as little disturbance as possible and forthwith making good any damage caused thereby.

## SECTION IV

### EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY UNIT IS HELD

#### A. Villas

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

- (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Villa or any part or parts thereof for the purposes of inspecting, examining, maintaining, repairing and improving any of the General Common Areas within the Villa or the Estate or any part or parts thereof or any of the common facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner or to abate any hazard or nuisance which does or may affect the General Common Areas and the General Common Facilities or other Owners provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Villa(s) and reinstate the same causing the least disturbance as is reasonably practicable.
- (b) Easements, rights and privileges over, along and through each Villa equivalent to those set forth in paragraphs (b) and (c) of Clause 3.1.1.
- (c) The full rights and privileges of the Director of Lands and his officers, contractors and any other persons authorised by him, of ingress, egress and regress to, from and through the Land for the purpose of inspecting, checking and supervising any works to be carried out under the Conditions.

#### B. Flats

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

- (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and

others to enter into and upon the Flats or any part or parts thereof for the purposes of inspecting, examining, maintaining, repairing and improving any of the General Common Areas within the Tower Accommodation or the Estate or any part or parts thereof or any of the common facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner or to abate any hazard or nuisance which does or may affect the General Common Areas and the General Common Facilities or other Owners provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Flat(s) and reinstate the same causing the least disturbance as is reasonably practicable.

- (b) Easements, rights and privileges over, along and through each Flat equivalent to those set forth in paragraphs (b) and (c) of Clause 3.2.1.
- (c) The full rights and privileges of the Director of Lands and his officers, contractors and any other persons authorised by him, of ingress, egress and regress to, from and through the Land for the purpose of inspecting, checking and supervising any works to be carried out under the Conditions.

4.2.2 Subject always to the provisions of this Deed, the Manager shall have the full right and privilege at all times to extend, maintain, operate, move the gondola (if any) and have access to, over and/or into or partly into the portion of airspace above the roof or flat roof or top roof of the Tower Accommodation or the parapet walls of the roof or flat roof or top roof of the Tower Accommodation as may be determined by the Manager to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Estate, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the General Common Areas and General Common Facilities provided that the use and enjoyment by the Owner of the Flat shall not be materially adversely affected or prejudiced thereby provided further that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Flat(s) and reinstate the same causing the least disturbance as is reasonably practicable.

C. Villa Carparking Spaces

4.3.1 The following are the easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Villa Carparking Space is held :-

- (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Villa Carparking Spaces or any part or parts thereof for the purposes of inspecting, examining, maintaining, repairing and improving any of the General Common Areas within the Villa Carport or the Estate or any part or parts thereof or any of the common facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Villa Carparking Space(s) and reinstate the same causing the least disturbance as is reasonably practicable.
- (b) Easements, rights and privileges over, along and through each Villa Carparking Space equivalent to those set forth in paragraphs (b) and (c) of Clause 3.3.1 and easements, rights and privileges over, along and through each Carparking Spaces Nos.B1 and B7 on Basement equivalent to those set forth in paragraphs (b) and (c) of Clause 3.4.2.
- (c) The full rights and privileges of the Director of Lands and his officers, contractors and any other persons authorised by him, of ingress, egress and regress to, from and through the Land for the purpose of inspecting, checking and supervising any works to be carried out under the Conditions.

D. Tower Carparking Spaces and Motorcycle Parking Spaces

4.4.1 The following are the easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7 on Basement) and Motorcycle Parking Space is held :-

- (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) or Motorcycle Parking Spaces or any part or parts thereof for the purposes of inspecting, examining, maintaining, repairing and improving

any of the General Common Areas within the Tower Carport or the Estate or any part or parts thereof or any of the common facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Tower Carparking Space(s) (other than Carparking Spaces Nos.B1 and B7 on Basement) or Motorcycle Parking Space(s) and reinstate the same causing the least disturbance as is reasonably practicable.

- (b) Easements, rights and privileges over, along and through each Tower Carparking Space (other than Carparking Spaces Nos.B1 and B7 on Basement) or Motorcycle Parking Space equivalent to those set forth in paragraphs (c) and (d) of Clause 3.4.1.
- (c) The full rights and privileges of the Director of Lands and his officers, contractors and any other persons authorised by him, of ingress, egress and regress to, from and through the Land for the purpose of inspecting, checking and supervising any works to be carried out under the Conditions.

4.4.2 The following are the easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Carparking Spaces Nos.B1 and B7 on Basement is held :-

- (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon Carparking Spaces Nos.B1 and B7 on Basement or any part or parts thereof for the purposes of inspecting, examining, maintaining, repairing and improving any of the General Common Areas within the Villa Carport or the Estate or any part or parts thereof or any of the common facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant Carparking Spaces Nos.B1 and B7 on Basement and reinstate the same causing the least disturbance as is reasonably practicable.

- (b) Easements, rights and privileges over, along and through each Carparking Spaces Nos.B1 and B7 on Basement equivalent to those set forth in paragraphs (c) and (d) of Clause 3.4.2.
- (c) The full rights and privileges of the Director of Lands and his officers, contractors and any other persons authorised by him, of ingress, egress and regress to, from and through the Land for the purpose of inspecting, checking and supervising any works to be carried out under the Conditions.

E. Provisions Applicable to All Owners

4.5.1 Subject always to the provisions of this Deed, the Manager shall have full right and authority to manage all of the General Common Areas and the General Common Facilities in accordance with the provisions of this Deed, subject to the provisions of the Building Management Ordinance. Should there be any damage to any of the General Common Areas or the General Common Facilities or structures caused by the negligent or wilful acts or omission of any Owner or his licensees, agents or servants, the Manager shall be entitled to require such Owner to remedy the damage or to procure such remedy at the expense of such Owner.

## SECTION V

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

#### A. Provisions Applicable to all Owners

5.1.1 Each Owner shall notify the Manager in writing of any change of ownership within one month from the date of the assignment in respect thereof. The previous Owner shall remain liable for all Management Expenses (including Manager's Remuneration) and all payments made up to the date of completion of sale and purchase.

5.1.2 Each Owner shall promptly pay and discharge all existing and future government rents, taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Estate owned by him and shall indemnify the other Owners from and against all liability therefor.

5.1.3 Each Owner shall pay to the Manager on the due date his due proportion of the Management Expenses payable by such Owner as herein provided.

5.1.4 No Owner shall make any structural alterations to any Unit owned by him unless with the prior approval of the Director of Buildings and any other relevant Government authority and prior notification to the Manager. No Owner nor the Manager shall make any structural alterations which will interfere with or affect rights of other Owners. No provisions shall be made pursuant to this Deed preventing an Owner from taking legal action against another Owner in this respect nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the General Common Areas or the General Common Facilities nor any equipment or apparatus on, in or upon the Land not being equipment or apparatus for the exclusive use, enjoyment and benefit of any such Owner.

5.1.5 No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions in the Conditions.

5.1.6 No Owner shall permit or suffer to be done any act or thing whereby any insurance on the Estate or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to being responsible for any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

5.1.7 Each Owner shall be responsible for and shall indemnify all other Owners and Occupiers and the Manager 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 default or negligence or omission of such Owner or any Occupier of any part of the Estate owned by him or any person using such part of the Estate with his consent expressed or implied or by or through or in any way owing to the overflow of water or spread of fire therefrom.

5.1.8 Except with the prior written consent of the Director of Environmental Protection and the Manager, the Owners shall not install or use on the Land or any part or parts thereof or in any building or buildings erected thereon, any machinery, furnace, boiler or other plant or equipment or any fuel, 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, solid or otherwise.

5.1.9 Each Owner shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default or omission of any person occupying with his consent expressed or implied any part or parts of the Estate owned by him. In the case of loss or damage which the Manager is responsible hereunder or to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers of any part or parts of the Estate for which the Manager is not responsible hereunder 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.

5.1.10 No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Estate.

5.1.11 No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants, Occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and maintenance of the Estate.

5.1.12 Each Owner shall maintain in good repair and condition that part of the Estate owned by him in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Estate.

5.1.13 No Owner shall use or permit or suffer the part of the Estate 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 other Owners and Occupiers for the time being of Units in the Estate the neighbouring lot or lots or premises.

5.1.14 No Owner shall use or permit or suffer any part of the Estate owned by him to be used except in accordance with the Conditions, this Deed or other Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.

5.1.15 The refuse collection chambers of the Estate shall be used only by such Owners and in such manner as prescribed by the Manager and subject to the Rules governing the same.

5.1.16 No Owner shall alter, repair, connect to or in any other way interfere with or affect the General Common Areas or the General Common Facilities without the previous written consent of the Manager.

5.1.17 All Owners shall at all times observe and perform the Estate Rules and all the covenants, conditions and provisions of this Deed and comply with the terms of the Conditions.

5.1.18 Subject as herein provided, each Owner may at his own expense install in the part of the Estate owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any other part of the Estate or contravene any relevant Ordinance, regulation, rules or requirement of the Government or other competent authority.

5.1.19 No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Estate may be clogged or the efficient working thereof may be impaired.

5.1.20 No Owner shall:-

- (i) make any structural or other alterations to any part of the Estate which may damage or interfere with the use and enjoyment of any other part thereof;
- (ii) do or permit to be done any act or thing which may or will alter the external appearance of the Tower Accommodation without the prior consent in writing of the Manager and any Government authorities if required;
- (iii) do or permit or suffer to be done by his tenants, Occupiers or licensees any act or thing which may interfere with or affect the construction of any part of the Estate at any time in the course of construction or the maintenance of the Estate;

- (iv) make any alteration to any installation or fixtures so as to affect or be likely to affect the supply of water, electricity or gas or other services to or in the Land and the Estate; or
- (v) cut or damage any of the structural walls, beams, columns, ceilings, roofs, floors or any structural part of the Estate or do anything whereby the structural strength of any part of the Estate may be affected.

5.1.21 Subject to the provisions of Clauses 5.2.3, no Owner shall use the Estate or any part thereof for any purpose which is in contravention of the terms and conditions contained in the Conditions or the Occupation Permit or any applicable Regulations or any Ordinances, or store any hazardous, dangerous or unlawful goods or combustible or explosive substances or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance (Cap.295) of the Laws of the Hong Kong Special Administrative Region.

5.1.22 No Owner shall use any part of the General Common Areas for the purposes of drying or hanging laundry, or placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things thereon or therein other than in the spaces specifically provided for such purpose.

5.1.23 No part of the General Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon nor shall any part thereof be used for any business or private purpose and no Owner shall do or suffer or permit to be done anything therein as may be or become a nuisance or cause annoyance to any other Owners or Occupiers of the Estate.

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

5.1.25 Each Owner shall keep the interior of his Unit and all electrical and sanitary appliances and other services therein in good repair and condition and shall maintain the same in such manner so as to avoid any loss, damage, nuisance or annoyance to the other Owners or Occupiers and the Owner shall not interfere or affect adversely the proper functioning of the service systems of any other Unit.

5.1.26 No Owner or Occupier shall use or permit to be used any Unit for industrial or godown purposes or the purpose of a funeral parlour, coffin shop, temple or Buddhist hall for the performance of the ceremony known as "Ta Chai" (打齋) or for any similar ceremony, or as an inn, hotel, guest house, boarding house, lodging house or for any illegal or immoral purpose or metal

beater's shop or for any offensive trade or business or for any use that will be in contravention of the Conditions.

5.1.27 No Owner shall overload or permit or suffer to be overloaded the electrical circuits within the Estate and no Owner shall install or use or permit or suffer to be installed or used any equipment, apparatus or machinery which exceeds the loading of the electrical main or wiring.

5.1.28 No Owner shall dispose of or discharge or permit or suffer to be disposed of or discharged any waste, refuse, garbage or rubbish in any part or parts of the Estate other than that part or parts of the Estate specially designated for the purpose and only in the manner as specified or approved by the Manager.

5.1.29 No Owner shall permit any sewage, waste water or effluent containing sand, cement, silt or any other suspended or dissolved material to flow from the Estate onto any adjoining land or allow waste matter which is not part of the final product from waste processing plants to be deposited anywhere within the Estate and the Owners shall have all such matter removed from the Estate in a proper manner to the satisfaction of the Director of Environmental Protection and the Manager.

5.1.30 The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Estate as well as their bona fide guests or visitors or invitees and subject to the Residential Rules and the Club Rules. For the purpose of this Clause, the Owner of a Parking Space (other than the Visitors' Carparking Space) shall not be included as residents of the Estate or and shall not be entitled to use or enjoy the Recreational Areas and Facilities.

5.1.31 Subject to Clause 6.2.1 (41) of this Deed, the Owners shall at their own expense maintain and carry out all works in respect of the Slopes and Retaining Walls within or outside the Land or the Estate as required by the Conditions in accordance with the "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual.

5.1.32 Save as reserved unto the First Owner by this Deed as provided under Clause 2.8(2)(a), no Owner shall use such parts of the roof of the Tower Accommodation or the top roof of the Tower Accommodation forming part of the Tower Common Areas except for the purposes of escape only in the event of fire or emergency. No Owner shall obstruct the access to the roof of the Tower Accommodation and the top roof of the Tower Accommodation forming part of the Tower Common Areas which shall at all times remain unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the Fire Service Regulations or other relevant Government regulations at the expenses of the

Owner in default.

5.1.33 The Owners shall not permit or suffer any hawkker to carry on business within the Estate and shall remove therefrom any hawkker found to be so doing.

5.1.34 The Owners shall at their own expenses maintain in good and substantial repair and condition the Green Hatched Black Area and all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon to the satisfaction of the Director of Lands pursuant to the Conditions until such time as notice shall have been given by the Government to the Owners to the effect that the obligations and rights of the Owners in respect of the Green Hatched Black Area under the Conditions shall absolutely determine.

B. Provisions Applicable to Owners of Residential Units and/or the Non-enclosed Areas Only

5.2.1 All Residential Units shall be used for private residential purposes only and in particular shall not be used as an apartment house, service apartments or for any form of commercial letting or occupancy in bed spaces or cubicles or as an office, store, factory, shop or for any other commercial use or for the conduct of any trade, profession or business whatsoever.

5.2.2 Each Owner of a Residential Unit shall observe and perform the Residential Rules (if any) and the Estate Rules (if any).

5.2.3 No Owner or Occupier shall store or permit to be stored in any Residential Units any hazardous, dangerous, explosive or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

5.2.4 The Owner of the Non-enclosed Areas shall keep the Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance and other Ordinances, bye-laws and regulations.

5.2.5 The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas and the covered areas beneath the Non-enclosed Areas to be enclosed above safe parapet height other than as under the Approved Plans by any material of whatsoever kind or nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under Approved Plans.

5.2.6 The Non-enclosed Areas shall only be used as balconies in relation to or in connection

with the use and enjoyment of the Flat or Villa for which they are provided.

5.2.7 In the event of the covenants contained in Clauses 5.2.4 to 5.2.6 being in breach, the Manager without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owner to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Approved Plans and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the rights 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 Flat or Villa concerned (including the Non-enclosed Areas provided therein) on reasonable notice (except in an emergency) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Flat or Villa which are in breach of the aforesaid covenants provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, willful or criminal acts of the Manager or persons employed by him. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for and in relation to the steps taken by the Manager for the aforesaid purpose.

C. Provisions Applicable to Owners of Villas Only

5.3.1 Owners who have a common wall adjoining their respective Villas or a wall dividing the land upon which the Villas are constructed, shall each have the right to the use of the interior surface of the wall on his side. No Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the wall without the written consent of the other. No Owner shall put structures of any kind so near to the wall as to cause any damage or disturbance or nuisance to the wall. If the wall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause, other than the act of negligence of either party, it shall be repaired or rebuilt at their joint cost and expense.

5.3.2 Each Owner shall maintain his Villa (both interior and exterior condition), garden areas and all other areas the exclusive possession of which he is entitled in good repair and condition and in such manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or their occupiers.

D. Provisions Applicable to Owners of Flats Only

5.4.1 No Owner shall bring on to or keep any live poultry, pets, birds or other animals on any part of the Estate if the same has been the cause of reasonable written complaint by the Owners of

at least five (5) Flats.

5.4.2 No Owner (subject to the rights of the First Owner) shall erect any private aerial on the exterior of any part of the Tower Accommodation but may connect to any communal aerial and radio system installed in the Estate with the permission of the Manager and in accordance with the Rules relating to the same.

5.4.3 Subject to the rights of the First Owner as provided in Clause 2.8(2)(a) of this Deed, no Owner shall do or cause or permit to be done without the prior consent in writing of the Manager any of the following :-

- (i) repaint, re-decorate or alter the appearance of the façade or exterior of any Flat or any part thereof; or
- (ii) erect or display any flags and flagpoles racks for flower pots canopies of any kind along the exterior wall areas of any part of the Tower Accommodation.

5.4.4 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 Estate, any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the General Common Areas or the General Common Facilities.

5.4.5 Except as herein reserved or provided, no flags, banners, poles, cages, shades, sculptures or other projections or structures whatsoever extending outside the exterior of any Flat or any part thereof shall be erected, installed or otherwise affixed to or projected from the Flat or any part thereof.

5.4.6 Subject to Clause 5.4.7, no air-conditioning units or plants or any other fixture shall be installed through the windows or external walls of the Tower Accommodation without the prior written consent of the Manager to any such installations and all conditions of such consent (if any) have been complied with and all possible measures shall be taken to prevent excessive noise, condensation or dripping onto any part of the Estate. Every Owner shall at his own costs and expenses keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Flat in good repair and condition.

5.4.7 No Owner (subject to the rights of the First Owner) shall, without the prior written consent of the Manager and the conditions of such consent having been complied with, install, or

affix any air-conditioning units or plants or other articles to any part of the Tower Accommodation (with the exception of window-type or split-type air-conditioning units in the space (if any) specifically provided for such purpose) or affix any frames, iron cage, flower rack or any other structures whether made of wood, metal, cement or any other materials to, upon or along the exterior walls of or outside his Flat or in the General Common Areas or any part thereof.

5.4.8 No partitioning shall be erected or installed in any part of the Estate which does not leave clear access for emergency exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

5.4.9 No Owner shall demolish, remove, obstruct, alter or in any other way interfere with or affect the exit door (if any) between the private lift lobby of his Flat and the adjoining exit staircase or any part thereof.

5.4.10 No Owner shall cause, permit, suffer or allow the balcony or balconies of his Flat (whether or not forming part of the Non-enclosed Areas) and the covered areas beneath such balcony or balconies to be enclosed above safe parapet height other than as under the Approved Plans by any material of whatsoever kind or nature and no owner shall do or suffer to be done anything that may change, alter or damage the outlook of such balcony or balconies or any part of the Estate including erecting any structure thereto.

5.4.11 In the event of the covenants contained in Clause 5.4.10 being in breach, the Manager without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owner to rectify the breach forthwith and if necessary to reinstate the relevant balcony or balconies to their original state and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the rights 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 Flat concerned (including the balcony or balconies provided therein) on reasonable notice (except in an emergency) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the relevant balcony or balconies which are in breach of the aforesaid covenants provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, willful or criminal acts of the Manager or persons employed by him. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for and in relation to the steps taken by the Manager for the aforesaid purpose.

5.4.12 No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the roof and/or flat roof and/or top roof or the

parapet walls of the roof or flat roof or top roof pertaining to its Flat which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola (if any) by the Manager at any time in the course of the management and/or the maintenance of the Estate.

E. Provisions Applicable to Owners of Parking Spaces (other than the Visitors' Carparking Space) Only

5.5.1 The Villa Carparking Spaces shall not be used for any purpose other than for the parking of private motor vehicles licensed under the Road Traffic Ordinance and belonging to the Owners or Occupiers of the Villas as well as their bona fide visitors or invitees. The Tower Carparking Spaces shall not be used for any purpose other than for the parking of private motor vehicles licensed under the Road Traffic Ordinance and belonging to the Owners or Occupiers of the Flats as well as their bona fide visitors or invitees. The Motorcycle Parking Spaces shall not be used for any purpose other than for the parking of private motor-cycles licensed under the Road Traffic Ordinance and belonging to the Owners or Occupiers of the Residential Units as well as their bona fide visitors or invitees. In particular, the Parking Spaces shall not be used for storage, display or exhibiting of motor vehicles or motor-cycles for sale or otherwise.

5.5.2 All Owners and Occupiers of Villa Carparking Spaces or Tower Carparking Spaces shall park their motor vehicles within their own designated spaces. All Owners and Occupiers of Motorcycle Parking Spaces shall park their motor-cycles within their own designated spaces.

5.5.3 No Owner or Occupier of a Villa Carparking Space or a Tower Carparking Space may park his motor vehicle in such a manner so as to cause inconvenience or annoyance to the Owners or Occupiers of the other Villa Carparking Spaces or Tower Carparking Spaces. No Owner or Occupier of a Motorcycle Parking Space may park his motor-cycle in such a manner so as to cause inconvenience or annoyance to the Owners or Occupiers of the other Motorcycle Parking Spaces.

5.5.4 No Owner or Occupier of a Villa Carparking Space or a Tower Carparking Space shall allow any motor vehicle parked in his Villa Carparking Space or Tower Carparking Space to deteriorate to a condition detrimental to the environmental appearance of the Estate. No Owner or Occupier of a Motorcycle Parking Space shall allow any motor-cycle parked in his Motorcycle Parking Space to deteriorate to a condition detrimental to the environmental appearance of the Estate.

5.5.5 Each Owner or Occupier of the Villa Carparking Spaces and Carparking Spaces Nos.B1 and B7 on Basement shall perform and observe the Villa Carpark Rules (if any) and the Estate Rules (if any).



5.5.6 Each Owner or Occupier of the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and Motorcycle Parking Spaces shall perform and observe the Tower Carpark Rules (if any) and the Estate Rules (if any).

## SECTION VI

### MANAGEMENT OF THE ESTATE

#### A. Appointment of Manager

- 6.1.1 (a) Subject to the provisions of the Building Management Ordinance, New Charm Management Limited shall be appointed as the Manager for all the Owners to undertake the management, operation, servicing, renovation, improvement and security of the Land and the Estate initially for a term of two (2) years commencing from the date of this Deed and such appointment shall continue thereafter until and unless (i) resignation by the Manager provided that no resignation of the Manager shall take effect unless the Manager has previously given not less than three (3) months' notice in writing of his intention to resign (1) by sending such notice to the Owners' Committee; or (2) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Estate (such notice may be given by delivering it personally to the Owner or sent by post to the Owner at his last known address or left at his Unit or deposited in the letter box for his Unit), or (ii) prior to the Owners' Corporation being formed, the Owners' Committee may at any time (whether before or after the expiry of the said initial term) give three (3) months' notice in writing to the Manager to terminate its appointment without compensation subject to Clause 6.1.1(d) hereof, pursuant to a resolution passed by a majority of votes of the Owners voting either personally or by proxy in a general meeting convened for that purpose and supported by Owners of not less than 50% of the Undivided Shares in aggregate (less those allocated to the General Common Areas and General Common Facilities). Provided that such resolution shall have effect only if the notice of termination of appointment is in writing and provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period and is accompanied by a copy of the resolution terminating the Manager's appointment; and such notice and the copy of the resolution are given to the Manager within fourteen (14) days after the date of the meeting Provided Further that such notice and the copy of such resolution may be given by delivering them personally to the Manager or by sending them by post to the Manager at his last known address.
- (b) (i) Subject to Clause 6.1.1(d) hereof, where an Owners' Corporation has been formed, an Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the

Owners of not less than 50% of the Undivided Shares in aggregate (excluding the General Common Parts Undivided Shares) to be determined at a general meeting convened for the purpose, terminate by notice the DMC Manager's appointment without compensation. Such resolution shall have effect only if such notice of termination of appointment is in writing; provision is made in the resolution for a period of not less than 3 months notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period; such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and such notice and the copy of the resolution are given to the DMC Manager within fourteen (14) days after the date of the meeting Provided that such notice and the copy of the resolution required to be given may be given by delivering them personally upon the DMC Manager; or by sending them by post to the DMC Manager at its last known address. (ii) If a contract for the appointment of the Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, this Clause 6.1.1(b) and Clause 6.1.1(d) hereof shall apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment. (iii) Clause 6.1.1(b)(ii) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.

- (c) The appointment of the Manager shall be terminated forthwith whether before or after the said initial term if the Manager shall go into liquidation (except for the purpose of a solvent amalgamation or reconstruction).
- (d) For the purposes of Clause 6.1.1(b) above, only the Owners of Undivided Shares who pay or who are liable to pay the Management Expenses relating to those Undivided Shares shall be entitled to vote and the reference to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.
- (e) If a notice to terminate the Manager's appointment is given under Clause 6.1.1(b) above, (i) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and (ii) if no such appointment is approved under sub-clause (e)(i) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (f) Without limiting the generality of Clause 6.9.1, no provision of this Deed shall limit the application of Schedule 7 to the Building Management Ordinance by restricting

or prohibiting the termination of the Manager's appointment during the initial period of two (2) years of his appointment. Upon termination of the appointment of the Manager, the Owners' Committee shall establish, employ or appoint such or such type of estate management company or agency as it shall in its discretion think fit to carry out the management and maintenance of the Estate in accordance with the provisions of this Deed.

- (g) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Estate, and the Owners' Corporation has appointed a Manager under Clause 6.1.1(e) hereof, the Owner's Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 6.1.1(e) hereof that may otherwise render that person liable for a breach of that undertaking or agreement.
- (h) Clause 6.1.1 is subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that section.

6.1.2 (1) Upon termination of the appointment of the Manager in whatever manner, a meeting of the Owners' Committee shall be convened to appoint a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid, the chairman or any 2 members of the Owners' Committee may forthwith convene a meeting of the Owners' Committee to appoint a manager to take its place, and such meeting shall appoint a manager who shall on the expiry of the notice of termination of the Manager's appointment given by or to the Manager as the case may be and henceforth become vested with all the powers and duties of the Manager hereunder.

(2) Subject to subparagraph (3), 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 Land and the Estate that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

(3) If the Manager's appointment ends for any reason, the outgoing Manager shall within two (2) months of the date of his appointment ends :

- (a) prepare (i) an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and

ending on the date the Manager's appointment ends; and (ii) a balance sheet as at the date the Manager's appointment ends, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in the resolution of the Owners' Committee or in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager;

- (b) deliver to the Owners' Committee or the Manager appointed in his place any books or records of account, papers, plans, documents and other records which are required for the purposes of sub-clause (a) have not been delivered under sub-paragraph (2); and
- (c) subject to Clause 6.8.1 hereof, assign the General Common Parts Undivided Shares together with the General Common Areas and the General Common Facilities free of costs or consideration to the new Manager in the manner and for the purpose mentioned in Clause 2.11.

(4) Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Land and the Estate be without a responsible duly appointed manager to manage the Estate or any part(s) thereof after the date of this Deed.

#### B. Powers and Duties of Manager

6.2.1 During the term of its appointment as the Manager, the Manager shall, subject to the provisions of the Building Management Ordinance and subject also to Clauses 6.1.1 and 6.1.2, manage the Land and the Estate in a proper manner and in accordance with the provisions of this Deed and each Owner hereby appoints the Manager as agent for all Owners in respect of any matters concerning the General Common Areas and the General Common Facilities duly authorized in accordance with the provisions of this Deed with full power to enforce the provisions of this Deed against the other Owners. Subject to the provisions of the Building Management Ordinance, 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 the proper management of the Estate in accordance with the provisions of this Deed Provided that the Manager shall not effect any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval by resolution of the Owners passed at an Owners' meeting convened under this Deed. Without in any way limiting the generality of the foregoing the Manager shall have the following duties :-

- (1) To put in hand work necessary to maintain all General Common Areas and General

Common Facilities so that the same are maintained in a good, clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.

- (2) To ensure that all Owners or Occupiers of the Residential Units and the Parking Spaces (other than the Visitors' Carparking Space) maintain the Units owned or occupied by them in a proper manner and if there is any default on the part of any such Owners or Occupiers and such default continues after notice to make good the same has been given by the Manager to such Owners or Occupiers, the Manager may but shall not be bound to put in hand any maintenance and repair works and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupier PROVIDED ALWAYS THAT the Manager shall not be liable for any loss and damage caused to any person by any Owner's or Occupier's default in carrying out any maintenance or repair works.
- (3) To paint, wash, tile or otherwise treat as may be appropriate the external walls of the Estate and all General Common Areas at such intervals as the same may reasonably require to be done.
- (4) To replace any glass in the General Common Areas that may be broken.
- (5) To keep the General Common Areas well lit.
- (6) To keep in good order and repair the ventilation of the General Common Areas.
- (7) To keep the General Common Areas in a clean sanitary and tidy condition.
- (8) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited on the Estate or any part thereof and to remove all refuse from such parts of the Estate and arrange for its disposal at such regular intervals and to maintain either on or off the Estate refuse collection facilities.
- (9) To prevent the obstruction of the General Common Areas and to remove any article or thing causing the obstruction.
- (10) To keep away and prevent hawkers from carrying on business within the Land and the Estate and to remove the hawker found to be so doing and to post up notices prominently of any kind as the Manager deems fit at any part of the General Common Areas to the effect that hawker is prohibited on the Land.

- (11) To keep all the common sewers, drains, watercourses and pipes free and clear from obstruction.
- (12) To keep the General Common Facilities in good condition and working order.
- (13) To keep all plant, machinery and equipment including but without limiting the generality of the foregoing, all lighting equipment, air-conditioning system, ventilation system (if any), water systems, public address systems (if any), fire fighting equipment, sprinkler systems, lifts, lift shafts and maintenance unit in good condition and working order and, in the case of lifts, 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.
- (14) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate into any part of the public highway, 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 Land or any part or parts thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage.
- (15) To remove any structure, installation, bills, notices, placard, posters, advertisement, flag, banner, poles, cages, signboard, sunshade, bracket, fitting or other things in or on the Estate (including any roof of the Tower Accommodation and/or top roof of the Tower Accommodation) which have been erected in contravention of the terms of the Conditions or this Deed or the Buildings Ordinance or regulations of Fire Services Department and/or without the written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.
- (16) To maintain fire fighting equipment and fire alarms and fire shutters and other fire services installations (if required by Government) to the satisfaction of the Director of Fire Services and so far as may be possible, to maintain the Estate safe from fire hazards at all times.
- (17) To provide security force, watchmen, porters and caretakers and such other staff as shall be determined by the Manager in its reasonable discretion and to provide and maintain

security installations and to maintain security in the Estate at all times.

- (18) To maintain and operate or contract for the installation, maintenance and operation of the wireless and/or television aerials, antennae, transmitters, receivers, tuners, and satellite dishes and such other devices as the Manager shall see fit for serving the Estate or any part thereof, including but not limited to the provision of internet, telecommunication service or otherwise PROVIDED THAT:
- (i) the term of the contract will not exceed three (3) years;
  - (ii) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
  - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities and services, unless the Owner is a subscriber to the relevant service.
- (19) To manage, control and maintain within the Estate the parking of cars, motor-cycles and other vehicles, the flow of vehicular traffic, the use of roads, ramps and passage and Parking Spaces.
- (20) To provide such Chinese New Year, Christmas and other festival decorations for the Estate as the Manager shall in his reasonable discretion consider desirable.
- (21) To do all things the Manager shall in consultation with the Owners' Committee deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Estate for the better enjoyment or use of the Estate by its Owners, Occupiers and their licensees Provided that the Manager shall obtain the approval by resolution of the Owners passed at an Owners' meeting convened under this Deed prior to carrying out any improvement works to the Estate or any part thereof involving sum in excess of 10% of the current annual management budget.
- (22) To appoint solicitors with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Estate (except proceedings relating to the rights or obligations of individual Owners) or any part thereof 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 officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners 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).



- (23) To prevent any person other than any Owners, tenants, Occupiers of any part of the Estate or their bona fide guests, visitors or invitees from occupying or using any part of the Estate otherwise than in accordance with the Conditions or the provisions of this Deed.
- (24) To take all steps necessary or expedient for complying with the Conditions and any statutory or Government requirements concerning or relating to the Estate for which no Owner, tenant or Occupier of any part of the Estate is solely and directly responsible.
- (25) To take all precautions to prevent and to take action to remedy any breach by any Owner or other person residing in or visiting the Estate of any provisions of the Conditions or this Deed.
- (26) To prevent any person from detrimentally altering or injuring any part of the Estate or any of the General Common Areas or the General Common Facilities.
- (27) To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed.
- (28) To pay and discharge out of all moneys so collected all outgoings relating to the management of the Estate reasonably and necessarily incurred by the Manager hereunder.
- (29) Unless otherwise directed by the Owners' Corporation, insure and keep insured the General Common Areas and the General Common Facilities to the full new reinstatement value and in particular against loss or damage by fire and such other risks or perils as the Manager shall deem fit and in respect of public and occupiers' liability insurance and liability as employer of employees of the Manager employed within or exclusively in connection with the management of the Land and the Estate with some reputable insurance company or companies in the name of the Manager for and on behalf of itself as Manager and the Owners according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force.
- (30) Unless otherwise directed by the Owners' Corporation to procure block insurance for the Estate as a whole including those areas which are not the General Common Areas or the General Common Facilities against loss and damage by such risks and in such amount as

the Manager in its absolute discretion shall deem fit.

- (31) To keep proper accounts of all income received and expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as herein provided and to prepare summaries of income and expenditure at least every three (3) months and publish the same in the management office within the Land and the Estate for a reasonable time.
- (32) To represent the Owners in all matters and dealings with Government or any statutory body, any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Estate.
- (33) Subject to sub-clauses (22) and (32) above, to commence, conduct, carry on and defend legal and other proceedings touching or concerning the management of the Land and the Estate in the name of the Manager.
- (34) To enforce the due observance and performance by the Owners or any person occupying any part of the Estate of the terms and conditions of this Deed any relevant Sub-Deed of Mutual Covenant and the Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (35) Subject to the provisions of Clause 6.2.2, to make, revoke or amend the Rules in respect of the Estate, the Residential Accommodation, the Villa Carport, the Tower Carport and the Club as hereinafter provided which shall not be inconsistent with this Deed or any relevant Sub-Deed of Mutual Covenant.
- (36) To post (if deemed necessary by the Manager) the Unit of any Owner in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards and/or other prominent spaces within the Estate.
- (37) To recruit, dismiss and employ such staff as may from time to time be necessary to enable the Manager to perform its powers and duties provided in this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation within the Estate, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.

- (38) To deal with all enquiries, complaints, reports and correspondence relating to the Estate.
- (39) To provide and maintain in respect of the Estate promotions, advertising, public relations and general publicity as deemed necessary by the Manager.
- (40) To act as agent for and on behalf of all Owners in respect of all matters concerning the General Common Areas or the General Common Facilities duly authorised in accordance with the provisions of this Deed and the Manager is hereby authorised to act as such agent.
- (41) Full authority to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slopes and Retaining Walls in compliance with the Conditions and in accordance with the "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual and all other guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures, and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out the necessary maintenance, repair and other works provided that the Manager shall not be made personally liable for carrying out any such requirements of the Conditions which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners. For the purpose of this sub-clause (41), the definition of the Manager shall include any management committee or the Owners' Corporation.
- (42) To manage, regulate, control and maintain within the Estate parking and loading and unloading of goods and the flow of vehicular traffic and to charge such fees as the Manager shall reasonably deem fit from the users of the Visitors' Carparking Space Provided that all such fees shall be credited to the General Fund.
- (43) To impound and/or remove any vehicle parked anywhere on or in the General Common Areas not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed or any Rules or which Owner has defaulted in paying parking fees and any damage caused to such vehicles during or as a consequence of such impoundment or removal shall be the sole responsibility of the Owner thereof and to impose charges for any such impoundment or removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.

- (44) Subject to the prior approval of the Director of Lands thereto as may be required under the Conditions, to repair and maintain any drains and channels and drainage system whether within or outside the Land serving the Estate which are required to be maintained pursuant to the Conditions.
- (45) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants Provided That where any major contract involves sums in excess of (i) HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette, or (ii) an average annual expenditure of more than 20% of the budget or revised budget, as the case may be, for that financial year or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette, whichever is the lesser, such major contract shall be awarded in accordance with the provisions in Clause 6.2.5 hereof.
- (46) To prohibit the keeping of and to take such action as the Manager shall deem fit for the purpose of removing any live poultry, pets, birds or other animals from any part of the Estate if the same has been the cause of reasonable written complaint by the Owners of at least five (5) Residential Units.
- (47) To delegate or subcontract the management, maintenance, operation and control of the services and facilities of the Club to such agents or contractors on such terms and conditions as the Manager shall in its discretion think fit Provided that the Manager shall not transfer or assign its duties or obligations under this Deed to such agents or contractors, and such agents or contractors must remain answerable to the Manager and the Manager shall at all times be responsible for the management and control of the whole of the Estate(including any part thereof) and, notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.
- (48) To operate shuttle bus services (if deemed necessary by the Manager) for the use and benefit of the Owners and residents for the time being of the Estate whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the shuttle bus services such fares as the Manager may think reasonable provided that any fares received by the Manager as aforesaid shall be credited to the General Fund for the benefit of the Owners and to terminate and/or

suspend such shuttle bus services at any time or times as the Manager may think fit.

- (49) To grant such easements, quasi-easements, rights, privileges, licences and informal arrangements in respect of the General Common Areas and the General Common Facilities as it shall in its discretion consider necessary to ensure the efficient management or for the benefit of the Estate subject to the approval of the Owners at an Owners' meeting convened under this Deed or the Owners' Corporation (if formed) provided that any fee or monetary benefit arising therefrom or any consideration received therefor shall be credited to the Sinking Fund for the benefit of the Owners.
- (50) To grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the General Common Areas and the General Common Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED that the approval of the Owners at an Owners' meeting convened under this Deed or the Owners' Corporation (if formed) has been obtained and such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Conditions nor interfere with an Owner's right to hold, use, occupy and enjoy his Units nor adversely affect an Owner's rights and interests and PROVIDED FURTHER that any charges or fees arising from the granting of such rights of way shall be credited to the Sinking Fund for the benefit of the Owners.
- (51) Subject always to the prior approval of the Director of Lands thereto as may be required under the Conditions, to grant easements and rights of any other kind to 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 General Common Areas and the General Common Facilities which the Manager shall in its reasonable discretion deem appropriate subject to approval by the Owners at an Owners' meeting convened under this Deed or the Owners' Corporation (if formed) Provided that any charges, rent or fees payable and arising from the granting of such easements or rights shall be credited to the Sinking Fund for the benefit of the Owners and PROVIDED FURTHER that the exercise of such right shall not adversely affect an Owner's rights and interests or interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit.
- (52) To grant franchises, leases, tenancy agreements and licences to other persons to use such of the General Common Areas and the General Common Facilities and on such terms

and conditions and for such consideration as the Manager shall in its discretion think fit Subject Always to the provisions of the Conditions and this Deed PROVIDED THAT the approval of the Owners at an Owners' meeting convened under this Deed or the Owners' Corporation (if formed) has been obtained and all income arising therefrom shall be credited to the Sinking Fund for the benefit of the Owners and PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or that the access to and from his Unit or the Owner's rights and interests shall not be adversely affected.

- (53) To implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection. To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the General Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the Occupiers. 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 the Occupiers.
- (54) To organise such recreational and social activities whether within or outside the Estate as the Manager may consider appropriate to promote the neighbourhood relationship of the Owners and the Occupiers and to charge a reasonable fee therefor provided that any part of such fee so charged and received by the Manager as aforesaid which have not been used for the purpose of such activities shall be credited to the General Fund for the benefit of the Owners.
- (55) 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 (provided that the Manager shall not unreasonably withhold its consent or approval) and to impose conditions or additional conditions including payment of reasonable administrative fee relative thereto (such fees shall be paid into the Sinking Fund).
- (56) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Estate PROVIDED

THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-

- (i) the term of the contract will not exceed 3 years;
  - (ii) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
  - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
- (57) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities in good condition to the satisfaction of the Director of Lands in accordance with the Conditions.
- (58) To maintain in good and substantial repair and condition the Green Hatched Black Area and all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon to the satisfaction of the Director of Lands pursuant to the Conditions until such time as notice shall have been given by the Government to the Owners to the effect that the obligations and rights of the Owners in respect of the Green Hatched Black Area under the Conditions shall absolutely determine.
- (59) To do all such other things as are reasonably incidental to the proper management of the Land and the Estate in accordance with the Conditions, this Deed or for the common benefit of the Owners.

6.2.2 Subject to the approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend the Rules :-

- (i) regulating the use, occupation, maintenance and environmental control of the Estate, the Villa Accommodation, the Tower Accommodation, the Villa Carport, the Tower Carport and the Club respectively and any of the General Common Areas and of any of the facilities, services or amenities thereof and the conduct of persons occupying, using or visiting the same;
- (ii) requiring payment of fees for the use of the swimming pools and/or other areas or facilities of the Recreational Areas and Facilities, such fees to be utilised towards maintenance and repair of the swimming pools and/or other areas or facilities of the Recreational Areas and Facilities;
- (iii) setting out requirements relating to the proper disposal of rubbish by the Owners and the

- Occupiers for waste separation and recycling purposes and implementing waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection; and
- (iv) regarding any matter or thing which the Manager is empowered to do pursuant to this Deed;

Provided That they are not inconsistent with, contravene or contradict the terms of the Conditions, the Building Management Ordinance, this Deed or any relevant Sub-Deed of Mutual Covenant and such Rules shall be binding on all the Owners of the relevant part of the Estate and their tenants, licensees, servants or agents. A copy of such Rules from time to time in force shall be posted on the public notice boards (if any) in the Estate, the Villa Accommodation, the Tower Accommodation, the Villa Carport, the Tower Carport, the Recreational Areas and Facilities or the relevant part of the General Common Areas (as the case may be) and a copy thereof shall be supplied to each Owner on request free of charge.

6.2.3 Subject to the provisions of the Building Management Ordinance, 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.

6.2.4 Neither the Manager nor any servants, agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of or purported pursuance of the provisions of this Deed, any relevant Sub-Deed of Mutual Covenant and/or the Rules not being an act or omission involving criminal liability or dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager and all such persons from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Land and the Estate or any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith and not involving criminal liability, dishonesty or negligence on the part of the Manager or any such person or persons aforesaid. The Manager shall make good at his own expense any loss or damage caused by the negligent, wilful or criminal acts of the Manager or his staff, contractors or other person employed by the Manager. For the avoidance of doubt, no provision of this Deed shall operate to exclude, or shall be construed to have the effect of excluding, the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence of the Manager or its servants, agents or contractors and no provision of this Deed shall operate to require, or shall be construed to have the effect of requiring, any Owner to indemnify the Manager or its servants, agents or contractors from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any such



act or omission.

6.2.5 (1) Subject to the provisions in Schedule 7 of the Building Management Ordinance and subparagraphs (2) and (3) the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed HK\$200,000.00 or of such other amount in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless (a) the supplies, goods or services are procured by invitation to tender and (b) the procurement complies with such standards and guidelines as may be specified in a Code of Practice referred to in Section 20A(1) of the Building Management Ordinance and relating to procurement and tender procedures.

(2) Subject to subparagraph (3), the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :

(a) if there is an Owners' Corporation :

- (i) the supplies, goods or services are procured by invitation to tender;
- (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
- (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or

(b) if there is no Owners' Corporation :

- (i) the supplies, goods or services are procured by invitation to tender;
- (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
- (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

(3) Subparagraphs (1) and (2) do not apply to any supplies, goods or services which but for this subparagraph would be required to be procured by invitation to tender (referred to in this subparagraph as "relevant supplies, goods or services") :

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

- (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
  - (ii) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
- (b) where there is no Owners' Corporation, if :
- (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
  - (ii) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

6.2.6 (1) The Manager shall establish and maintain a General Fund and all money received or recovered by the Manager in respect of the management of the Land and the Estate and credited to the General Fund shall without delay be paid into a specially designated Bank Account the title of which shall refer to the management of the Estate.

(2) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Land and the Estate.

(3) Without prejudice to the generality of subparagraph (2), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Land and the Estate.

(4) The Manager shall display a document showing evidence of any account opened and maintained under subparagraph (2) or (3) in a prominent place in the Land and the Estate.

(5) Subject to subparagraphs (6) and (7), the Manager shall without delay pay all money received by him in respect of the management of the Land and the Estate into the account opened

and maintained under subparagraph (2) or, if there is an Owners' Corporation, the account or accounts opened and maintained under subparagraph (3).

(6) Subject to subparagraph (7), the Manager may, out of money received by him in respect of the management of the Land and the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).

(7) The retention of a reasonable amount of money under subparagraph (6) or the payment of that amount into a current account in accordance with that subparagraph and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

(8) If there shall be any surplus in the Management Fee after payment of all the Management Expenses, such surplus shall be retained in the General Fund.

(9) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap 155), the title of which refers to the management of the Land and the Estate.

6.2.7 (1) (i) The Manager shall establish and maintain a Sinking Fund to provide for expenditure of a kind not expected by him to be incurred annually. (ii) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap 155) an interest-bearing account, the title of which shall refer to the Sinking Fund for the Estate, and shall use that account exclusively for the purpose referred to in this subparagraph.

(2) Without prejudice to the generality of subparagraph (1), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the Sinking Fund.

(3) The Manager shall display a document showing evidence of any account opened and maintained under subparagraph (1) or (2) in a prominent place in the Estate.

(4) The Manager shall without delay pay all money received by him in respect of the Sinking Fund into the account opened and maintained under subparagraph (1) or, if there is an Owners' Corporation, the account or accounts opened and maintained under subparagraph (2).

(5) Each Owner covenants with the other Owners to make further periodic contributions to

the Sinking Fund.

(6) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Sinking Fund by the Owners in any financial year, and the time when those contributions shall be made. Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Sinking Fund unless it is for a purpose approved by a resolution of the Owners' Committee. For the avoidance of doubt, the Manager shall not use the Sinking Fund or any part or parts thereof for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate.

6.2.8 Special reference to the Sinking Fund shall be made in the annual accounts and an estimate of the time when there will be a need to draw thereon and the amount of money that will be then needed shall also be given. In the event that further contributions need to be made to such Sinking Fund for the ensuing year, the Manager shall recommend and request the Owners to approve such further contribution in a meeting of Owners convened under this Deed.

6.2.9 The Manager shall be deemed to be a trustee for all the Owners, to provide for Sinking Fund i.e. expenditure of a capital nature or of a kind not expected to be incurred annually which includes, but is not limited to, expense for renovation, improvement and repair of the General Common Areas and General Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the General Common Areas and the costs of the relevant investigation works and professional services and deposits received by it in its capacity as the Manager of the Estate. Such moneys and deposits shall belong to the Owners but shall be held and applied for as aforesaid by the Manager irrespective of changes in the ownership of any Unit. Upon the Land being reverted to the Government or upon the rights and obligations hereunder being extinguished as provided in Section VII hereof, any balance of the said moneys shall be divided between the persons who are Owners immediately prior to such reversion or such extinguishment of rights and obligations, as the case may be, in the same share and proportion as their respective Undivided Shares bear to the total of the Undivided Shares of the Land (less those allocated to the General Common Areas and the General Common Facilities).

C. Manager's Remuneration

6.3.1 The Manager (other than the Owners' Committee when acting as Manager) for the performance of its duties herein shall be paid by way of remuneration an amount equals to the rate of 15% of the total annual Management Expenses necessarily and reasonably incurred in the course of its management of the Estate. No variation of the percentage of 15% may be made except

with the approval by a resolution of Owners at an Owners' meeting convened under this Deed.

6.3.2 For the purpose of calculating the Manager's Remuneration, the total annual Management Expenses referred to in Clause 6.3.1 above shall exclude (i) the Manager's Remuneration, (ii) any capital expenditure or expenditure drawn out of the provision of Sinking Fund, Provided That by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Sinking Fund may be included for calculating the Manager's Remuneration at the rate of 15% or at such lower rate as the Owners may consider appropriate. Capital expenditure shall mean expenditure of a kind not expected by the Manager to be incurred annually.

6.3.3 The Manager's Remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not be subject to any requirement by the Manager to disburse or provide from such money any staff, facilities, accountancy services, or other professional supervision for the Land and the Estate the cost for which shall be a direct charge upon the General Fund.

6.3.4 Payment of the Manager's Remuneration hereunder shall be made in arrears after the end of each calendar month. Such monthly payment shall be in the sum of 15% of the actual total Management expenses incurred for that calendar month (excluding the Sinking Fund and Manager's Remuneration as aforesaid) payable by the Owners and be payable after such amount of total Management expenses for the calendar month is ascertained. Any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the month or year in question to the correct amount for such month or year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such month or year.

D. Management Expenses in respect of the Estate

6.4.1 The Owners of the Estate shall pay to the Manager monthly in advance in the manner hereinafter provided the Management Expenses which shall be made up of the following :-

- (a) The proper and necessary cost of carrying out all or any of the duties of the Manager set out herein.
- (b) The cost of purchasing or hiring all necessary plant, equipment and machinery in connection with the management and maintenance of the Land and the Estate other than the Units.

- (c) The cost of employing staff to administer the management of the Estate including (but not limited to) salaries, year end double pay, fringe benefits, provident fund, long service payment and other statutory payments under the Employment Ordinance or other applicable ordinances, premium for employees' compensation and medical insurance of the security force, watchmen, gardeners, caretakers and other staff and other reasonable costs incidental thereto.
- (d) All reasonable professional fees and costs incurred by the Manager including :-
  - (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Estate,
  - (ii) solicitors and other legal fees and costs,
  - (iii) fees and costs of any accountants, auditors and/or any other consultants employed in connection with the management accounts or the Manager's statements as hereinafter referred to.
- (e) All water, gas, electricity, telephone and other services charges except where the same is separately metered to individual Units.
- (f) The cost of all fuel and oil incurred in connection with the operation of the General Common Areas and the General Common Facilities.
- (g) The cost of maintaining and operating emergency generators and the cost of providing emergency lighting of the Estate.
- (h) The cost of effecting insurance mentioned in Clause 6.2.1 (29) and (30) hereof.
- (i) All charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the General Common Areas.
- (j) The cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Estate.
- (k) The Manager's Remuneration for carrying out its management duties in accordance with the provisions herein contained.
- (l) The cost and expense of maintaining any building structures or facilities such part or parts thereof that are required to be maintained under the Conditions.

- (m) The cost and expense of upholding, managing, maintaining and repairing (as the case may be) the Slopes and Retaining Walls which are required to be upheld, managed, maintained and repaired (as the case may be) under the Conditions.
- (n) Charges for telephones installed at management offices and various caretakers' counters (if any) of the Estate.
- (o) The costs of providing uniforms for the security force, watchmen, gardeners, caretakers and other staff employed for the management of the Land and the Estate and replacement of the same.
- (p) The cost of landscaping and maintaining, repairing, cleansing and operating the sport and recreational facilities of the Estate.
- (q) The cost of landscaping and maintaining the General Common Areas and the General Common Facilities.
- (r) Government rent and rates (if any) of the management offices of the Estate and the General Common Areas.
- (s) Air-conditioning charges of the management offices of the Estate.
- (t) Water consumption and electricity charges of the management offices of the Estate.
- (u) Furniture, fixtures, fittings and other appliances in the management offices of the Estate.
- (v) The cost of operating or providing shuttle bus services (if any) in accordance with this Deed.
- (w) The cost and expense of inspecting, maintaining and repairing the Green Hatched Black Area and all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon (until such time as notice shall have been given by the Government to the Owners to the effect that the obligations and rights of the Owners in respect of the Green Hatched Black Area under the Conditions shall absolutely determine).
- (x) Any other items of expenditure which in the reasonable opinion of the Manager are considered to be necessary for the administration, management and maintenance of the

Land and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such due portion thereof which are provided by the headquarters office(s) of the Manager for the Estate as well as any other land, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure or (as the case may be) a due portion thereof which directly relate to the administration and/or management and/or maintenance of the Land and the Estate in such manner as shall be reasonably determined by the Manager.

6.4.2 The Management Expenses shall be apportioned between the Owners of the Estate in the following manner :-

- (a) Where any expenditure relates wholly to the Residential Common Areas or the Residential Common Facilities providing services to the Owners of the Residential Units the expenditure shall form part of the Management Expenses of the Residential Accommodation and shall be borne by the Owners of the Residential Units according to the proportions borne by the number of the Management Shares of their respective Residential Units to the total number of Management Shares allocated to all the Residential Units.
- (b) Where any expenditure relates principally to the Tower Common Areas or the Tower Common Facilities providing services to the Owners of the Flats, the expenditure shall form part of the Management Expenses of the Tower Accommodation and shall be borne by the Owners of Flats according to the proportions borne by the number of the Management Shares of their respective Flats to the total number of Management Shares allocated to all the Flats Provided that the Owners of the Villas shall bear 8,324/380,834 parts or shares of such expenditure attributable to ACC. LIFT 3 and ACC. LIFT 9 (which form part of the Tower Common Areas and the Tower Common Facilities) and such share of the expenditure attributable to ACC. LIFT 3 and ACC. LIFT 9 shall be deemed as part of the expenditure relating to the Villa Common Areas or the Villa Common Facilities. The said ratio of 8,324/380,834 is calculated according to the following formula :-

(number of storeys regarding access to communal landscaped sky garden (i.e. UG/F, 1-3/F))  
(total number of storeys served by ACC. LIFT 3 and ACC. LIFT 9) (i.e. 17)

X

(Management Shares of all Villas)  
(Management Shares of all Villas and all Flats)



- (c) Where any expenditure relates principally to the Villa Common Areas or the Villa Common Facilities providing services to the Owners of the Villas, the expenditure shall form part of the Management Expenses of the Villa Accommodation and shall be borne by the Owners of the Villas according to the proportions borne by the number of the Management Shares of their respective Villas to the total number of Management Shares allocated to all the Villas.
- (d) Where any expenditure relates wholly to the Villa Carpark Common Areas or the Villa Carpark Common Facilities providing services to the Owners of the Villa Carparking Spaces and Carparking Spaces Nos.B1 and B7 on Basement and the Owners of the Villas, the expenditure shall form part of the Management Expenses of the Villa Carport and shall be borne by the Owners of the Villa Carparking Spaces and Carparking Spaces Nos.B1 and B7 on Basement and the Owners of the Villas according to the proportions borne by the number of Management Shares of their respective Parking Spaces and Villas to the total number of Management Shares allocated to all the Villa Carparking Spaces, Carparking Spaces Nos.B1 and B7 on Basement and the Villas.
- (e) Where any expenditure relates wholly to the Tower Carpark Common Areas or the Tower Carpark Common Facilities providing services to the Owners of the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and Motorcycle Parking Spaces, the expenditure shall form part of the Management Expenses of the Tower Carport and shall be borne by the Owner of the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and Motorcycle Parking Spaces according to the proportions borne by the number of Management Shares of their respective Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and Motorcycle Parking Spaces to the total number of Management Shares allocated to all the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and Motorcycle Parking Spaces.
- (f) Where any expenditure relates wholly to (i) the Estate Common Areas and/or the Estate Common Facilities, or (ii) does not fall under any of the sub-paragraphs (a), (b), (c), (d) and (e) of this Clause 6.4.2, the expenditure shall form part of the Management Expenses of the Estate as a whole and shall be borne by all Owners of the Estate in accordance with the proportion that the respective Management Shares of the relevant part of the Estate bear to the total number of Management Shares of the Estate.
- (g) Notwithstanding anything contained in sub-clauses (a) to (f) hereof, (i) where any expenditure relates solely to or is solely for the benefit of any Unit and no Owner other

than the Owner entitled to the exclusive right and privilege to hold, use and occupy that Unit will receive any material benefit therefrom, then the full amount of such expenditure shall be borne by the Owner of such Unit and (ii) where any expenditure relates solely to or is solely for the benefit of a group of Owners but does not relate to or is not for the benefit of the other Owners, the full amount of such expenditure shall be apportioned between such Owners in proportion to their respective Management Shares.

- (h) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation, if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Estate unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in Section VI Subsection F of this Deed) think fit (whether by creating new parts or abolishing existing parts of the budget or otherwise) and to prepare new budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of Management Expenses assessed under any part of the budget by the relevant Owners in such way as the Manager may (but subject to prior consultation with the Owners' Committee) think fit and the modified budget and the modified manner of sharing the management expenditure shall be binding (save for manifest error) on all Owners and provided always that the Manager's determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners. PROVIDED THAT (i) no Owner shall be called upon to pay more than his appropriate share of Management Expenses, having regard to the number of Management Shares allocated to his Unit and (ii) the Owners of the Flats, Villas, Villa Carparking Spaces, Tower Carparking Spaces and Motorcycle Parking Spaces shall only be responsible for the Management Expenses of their respective parts and all Owners shall be liable for the Management Expenses of the Estate Common Areas and the Estate Common Facilities.

6.4.3 Each Owner shall pay in full a due proportion of the cost and expenses mentioned in Clause 6.4.1 (being the Management Expenses) and Clause 6.3.1 (being the Manager's Remuneration) of this Sub-Section D whether or not his Unit is occupied. No Owner shall be called upon to pay more than his fair share of the Management Expenses having regard to the number of Management Shares allocated to his Unit. The First Owner shall pay all Management Expenses for the Units unsold Provided that no Management Expenses shall be payable in respect of those Undivided Shares allocated to such part of the Estate the construction of which has not

been completed except to the extent that such uncompleted part benefits from the provisions of this Deed as to management and maintenance of the Estate. The Manager or the Owners' Corporation shall not be liable to pay the Management Expenses in respect of the General Common Parts Undivided Shares held by them pursuant to this Deed.

- (a) The Owner of each Unit shall pay to the Manager monthly in advance the Management Fee calculated by reference to Clauses 6.4.2 and 6.3.1 hereof 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 budgeted 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 Land and the Estate; (ii) in exceptional circumstances 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; and (iii) all demands to be made by the Manager pursuant to this Clause 6.4.3(a) must be made by reference to a revised annual management budget which has followed the same procedures as apply to the draft budget and budget by virtue of Clause 6.6.2.
- (b) If there should be any surplus after payment of all the costs, charges and expenses then the surplus shall be credited to the General Fund and be applied towards the Management Expenses of the Land and the Estate for the next following financial year and in such manner as the Manager may decide.
- (c) The Manager shall be entitled to charge the Owner concerned a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to this Deed PROVIDED THAT such fee shall be held by the Manager for the benefit of all Owners and be paid into the Sinking Fund.

6.4.4 The Manager shall from time to time notify each Owner in writing in the manner hereinafter mentioned of the amount of the Management Fee estimated as aforesaid and such amount shall be payable by each Owner monthly in advance from the commencement of the month immediately following the date of notification.

6.4.5 In the event of the Manager acquiring Undivided Shares in the Land and the Estate pursuant to SECTION VII hereof references to "Owners" in this Sub-Section D of SECTION VI shall be deemed to exclude the Manager.

E. Security for and Recovery of Moneys Due to the Manager

6.5.1 (a) Except where the First Owner has made payments in accordance with Clause 6.5.1(b) the first person who becomes the Owner of each Unit shall before taking possession of his Unit :-

- (i) pay to the Manager a deposit referred to in Clause 6.5.2 hereof ("the Management Deposit") as security against his liabilities under this Deed and the Management Deposit shall be placed in a specially designated Bank Account the title of which shall refer to the Management Deposit of the Estate Provided Always that no Owner may refuse to pay any money payable by him under this Deed or any part thereof by claiming any set off against the Management Deposit Provided Further that in the case of change of ownership of any Unit, the Management Deposit in respect of such Unit shall be transferred to the account of the new Owner and the previous Owner shall have no claim for any refund;
- (ii) pay to the Manager such sum not exceeding 2 months' Management Fee in respect of his Unit as payment in advance of the Management Fee;
- (iii) pay to the Manager 2 months' Management Fee in respect of his Unit as his initial contribution to the Sinking Fund; and
- (iv) for each Owner of a Residential Unit, pay to the Manager such sum not exceeding 1 month's Management Fee in respect of his Residential Unit as debris removal fee.

Provided that :-

- (1) the funds and fees referred to in sub-clauses (iii) and (iv) above shall be non-refundable and non-transferable in the case of change of ownership of any Unit;
- (2) any debris removal fee not used for debris removal shall be paid into the residential part of the Sinking Fund and shall be applied for the sole benefit of the Residential Units Owners; and

- (3) the debris removal fees shall be applied towards payment of charges for debris removal incurred in respect of the Residential Unit.
- (b) The First Owner shall pay the Management Deposits, the initial contribution to the Sinking Fund and the debris removal fee if it remains the Owner of those Undivided Shares allocated to Units in that part of the Estate the construction of which has been completed and which remain unsold 3 months after (i) execution of this Deed or (ii) the date when it is in a position validly to assign those Undivided Shares (ie. when the relevant consent to assign or certificate of compliance has been issued), whichever is the later. In the event the First Owner shall assign such Units to new Owners, the Management Deposits paid hereunder shall be transferred to the account of the new Owners of such Units in the manner as provided in Clause 6.5.1(a)(i). All outgoings including Management Expenses and any Government rent in respect of all Units held by the First Owner up to and inclusive of the date of the relevant assignment(s) of the relevant Unit(s) by the First Owner shall be paid by the First Owner. The First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units unsold.

6.5.2 The Manager shall be entitled from time to time at its reasonable discretion to demand and each Owner shall pay to the Manager such amount on demand for the purpose of maintaining the Management Deposit in respect of his Unit at a level equal to 3 months' Management Fee for the time being payable in respect of the Unit held by such Owner Provided That the amount of the Management Deposit of a Unit shall be no more than 25% of any subsequent current year's budgeted Management Expenses for such Unit.

6.5.3 If any of the Owners shall fail to pay the Management Fee and/or to pay any sum payable under this Deed within thirty (30) days of demand, then the Manager shall be entitled to do any or all of the following, namely :

- (a) to forbid such defaulting Owner, his tenants, lessees, employees, licensees and visitors the use of the management services provided by the Manager provided that notwithstanding anything contained in this Deed or any relevant Sub-Deed of Mutual Covenant to the contrary, no provision of this Deed or any Sub-Deed of Mutual Covenant shall operate to empower, or shall be construed to have the effect of empowering, any person (including the Manager) to interrupt the supply of electricity, water, gas or other utilities which are provided by public utility companies to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed;

- (b) to recover from the defaulting Owner who fails to pay sums due under the provisions of this Deed within 30 days of demand interest on the defaulted amount at the rate of 2% per annum above the prime rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited from the date on which the same become due and payable until the date of payment (such interest when collected shall be credited to the Sinking Fund);
- (c) to recover from the defaulting Owner who fails to pay sums due under the provisions of this Deed within 30 days of demand a collection charge not exceeding 10% of the defaulted amount to cover the costs (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default which said collection charge when collected shall be credited to the Sinking Fund;
- (d) to recover the defaulted sum and all sums payable under this Clause by civil action;
- (e) to recover from the defaulting Owner all legal costs relating to the recovery of the defaulted sum and all sums payable under this Clause on a solicitor and own client basis;
- (f) to register a charge against the Undivided Shares of the defaulting Owner and the Unit held therewith, such charge shall remain valid and enforceable notwithstanding that judgement has been obtained for the amount thereof unless and until such judgement has been satisfied; and
- (g) to enforce the said charge by legal action for obtaining an order for the sale of the Undivided Shares of the defaulting Owner and the Unit held therewith.

F. Annual Budget

6.6.1 The first financial year shall commence from the date of this Deed and shall end on the 30th day of April of the following year and thereafter the subsequent financial year shall commence on the 1st day of May of that year and shall end on the 30th day of April of the following year PROVIDED THAT if the first financial year is less than a period of one year, the first financial year shall run from the date of this Deed until the 30th day of April in the next following year PROVIDED FURTHER THAT the financial year may not be changed more than once in every five (5) years unless that change is previously approved by a resolution of the Owners' Committee (if any).

6.6.2 The Manager shall in respect of each financial year :-

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

6.6.3 Where a budget has been sent or displayed in accordance with Clause 6.6.2 (e) hereof and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised budget as apply to the draft budget or budget by virtue of Clause 6.6.2. Where a revised budget is duly sent or displayed, the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

6.6.4 Where in respect of a financial year, the Manager has not complied with Clause 6.6.2 hereof before the start of that financial year, the total amount of the management expenses for that year shall :-

- (a) until it has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year; and
- (b) when it has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

6.6.5 If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall on payment of a reasonable copying charge, supply a copy to that person. Such charge shall be credited to the Sinking Fund.

6.6.6 Subject to Clauses 6.6.3, 6.6.4, 6.6.7 and 6.6.8, the total amount of management of a expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with Clause 6.6.2 for that financial year.

6.6.7 If there is an Owners' Corporation and, within 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with Clauses 6.6.2 or 6.6.3 hereof, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of the management expenses for that financial year shall, until another budget or revised budget is sent or displayed in accordance with Clauses 6.6.2 or 6.6.3 hereof and is not so rejected by the Owners' Corporation, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year together with an amount not exceeding 10% of that total amount as the Manager may determine.

6.6.8 For the purposes of Clauses 6.6.2 to 6.6.7, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

G. Management Accounts

6.7.1 The Manager shall :

- (a) maintain and keep true and proper books or records of account and other financial records of and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years;
- (b) within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may select, prepare a summary of income and expenditure and a balance sheet in respect of that period and shall display a copy of the summary and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days;
- (c) within two (2) months after the end of each financial year, prepare an income and expenditure account and balance sheet for that year and display a copy of the income and expenditure account and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days;
- (d) each income and expenditure account and balance sheet shall include details of the Sinking Fund required by Clause 6.2.7 and an estimate of the time when there will be a



need to draw on that fund, and the amount of money that will be then needed;

- (e) permit any Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet and on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him Provided that such copying charge shall be credited to the General Fund;
- (f) if there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, without delay arrange for such an audit to be carried out by that person; and :
  - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
  - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner; and
- (g) before an Owners' Corporation is formed, upon request of the Owners at an Owners' meeting convened under this Deed appoint an accountant or some other independent auditor nominated by the Owners at the said Owners' meeting to audit any annual income and expenditure account and balance sheet prepared by the Manager under Clause 6.7.1(c).

#### H. Management by Owners' Corporation

6.8.1 The management of the Land and the Estate shall be given free of costs or consideration to the Owners' Corporation at its request when it is formed pursuant to the Building Management Ordinance. When the Owners' Corporation is formed, the general meeting of Owners' Corporation shall take the place of the meeting of Owners under this Deed and the management committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.

6.8.2 (a) The Owners' Corporation may, in its capacity as the Manager, appoint any professional management company to be its professional management agent on such terms and conditions to be agreed to manage the Land and the Estate as its agent and on its behalf in accordance with this Deed. When the Owners' Corporation acts as the Manager, the

provisions in this Section VI shall only apply to the extent that they do not conflict with or are not inconsistent with the provisions of the Building Management Ordinance and, in case of conflict, the latter shall prevail.

- (b) The Owners' Corporation may also appoint any professional management company to act as the Manager in its place and stead on such terms and conditions to be agreed between the Owners' Corporation and such professional management company subject to the relevant provisions of this Deed and the Building Management Ordinance.

I. Application of the Building Management Ordinance

6.9.1. Notwithstanding anything contained in this Section VI, nothing herein shall in any way prejudice or contravene or contradict or overrule or fail to comply with any provisions in or the application of the Building Management Ordinance and the Schedules thereto.

## **SECTION VII**

### **EXTINGUISHMENT OF RIGHTS UNDER THIS DEED**

7.1.1 In the event of the Estate or any part or parts thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use and occupation, the Owners of not less than 75% of the Undivided Shares allocated to such part or parts of the Estate that has been damaged (excluding the relevant General Common Parts Undivided Shares) may convene a meeting and decide by a resolution of not less than 75% of those present in person in the meeting or by proxy and voting that by reason of insufficiency of insurance moneys, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such part or parts of the Estate then in such event the Undivided Shares in the Land and the Estate representing such part or parts shall be acquired by the Manager and the Owners (excluding the Owner of the General Common Parts Undivided Shares) 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 and to distribute the net proceeds of sale amongst the Owners (excluding the Owner of the General Common Parts Undivided Shares) of such Undivided Shares in proportion to the respective Undivided Shares previously held by such former Owners (except the Manager) bears to the total number of Undivided Shares of the part or parts of the Estate in question (less the relevant General Common Parts Undivided Share(s) allocated to the General Common Areas of such part or parts of the Estate). All insurance moneys received in respect of any policy of insurance on such part or parts of the Estate 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 such part or parts of the Estate Provided Always that if it is resolved to reinstate or rebuild such part or parts of the Estate each Owner (excluding the Owner of the General Common Parts Undivided Shares) of such part or parts shall pay the excess of the costs of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts in proportion to the respective number of Undivided Shares held by him bears to the total number of Undivided Shares of the part or parts of the Estate in question (less the relevant General Common Parts Undivided Share(s)) and that until such payment the same shall be a charge upon his interest in the Land and the Estate and be recovered as a civil debt.

7.1.2 The following provisions shall apply to a meeting convened pursuant to Clause 7.1.1 hereof in addition to the provisions of the Schedule 8 to the Building Management Ordinance :-

- (a) Every such meeting shall be convened by notice given in writing 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. Such notice may be given (i) by delivering personally to the Owner (ii) by sending by post to the Owner at his last known address or (iii) by leaving the notice at the Owner's Unit or depositing the notice in the letter box for that Unit;

- (b) No business shall be transacted at any meeting unless a quorum is present. A quorum shall consist of the Owners (excluding the Owner of the General Common Parts Undivided Shares) present in person or by proxy in whom not less than seventy five per cent (75%) of the total number of Undivided Shares of the part or parts of the Estate in question (but excluding the relevant General Common Parts Undivided Share(s)) are vested;
- (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;
- (d) The chairman of the Owners' Committee shall preside over at every such meeting or, in his absence, 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 notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the part of the Estate vested in him and in the case of Owners who together are entitled to one such Undivided Share, the vote in respect of that Undivided Share may be cast (i) by a proxy jointly appointed by such co-Owners (ii) by a person appointed by the other co-Owner or (iii) if no appointment has been made under Clause 7.1.2(f)(i) or 7.1.2(f)(ii), then either by one of the co-Owners personally or by proxy by one of the co-Owners; and, in the case of any meeting where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seek to cast a vote in respect of such Undivided Share, only the vote that is cast, in person or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid;
- (g) Votes may be given either personally or by proxy;
- (h) An instrument appointing a proxy shall be in writing signed by the Owner or, if the

Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointment of proxy shall be lodged with the Chairman of the meeting or the person, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting;

- (i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners (excluding the Owner of the General Common Parts Undivided Shares) present in person or by proxy and voting shall be binding on all the Owners of the relevant part or parts of the Estate PROVIDED as follows :-
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at 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 or any relevant Sub-Deed of Mutual Covenant;
- (j) A resolution in writing signed by Owners (excluding the Owner of the General Common Parts Undivided Shares) 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 or parts of the Estate in question (but excluding the relevant General Common Parts Undivided Share(s)) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners; and
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

PROVIDED ALWAYS THAT no right to vote shall attach to the General Common Parts Undivided Shares and such Shares shall not be counted for the purposes of sub-clauses (b), (i) or (j) above.

## SECTION VIII

### MEETINGS OF THE OWNERS AND THE OWNERS' COMMITTEE

#### A. Meetings of Owners of the Estate

8.1.1 Any Owners holding not less than five per cent (5%) of the total number of Undivided Shares or the Manager or the Owners' Committee may at any time convene an Owners' meeting for the purpose of determining any matters concerning or affecting or in any way relating to the Land and the Estate and the management thereof (subject to the provisions of this Deed and the Building Management Ordinance). The Manager shall as soon as possible but not later than nine (9) months from the date of this Deed convene the first meeting of Owners (and to call further and subsequent meetings, if required), which meeting shall appoint a chairman and the Owners' Committee or shall appoint a management committee for the purpose of forming the Owners' Corporation under the Building Management Ordinance. The following provisions shall apply to any Owners' meeting, namely :-

- (a) a meeting may be validly convened by (i) the Manager or (ii) an Owner appointed to convene such meeting by those Owners who in the aggregate have vested in them not less than 5% of the total number of the Undivided Shares or (iii) the Owners' Committee (if formed);
- (b) notice in writing specifying the place, date and time of every such meeting and the resolutions (if any) that are to be proposed at the meeting shall be given by the person convening the meeting upon each Owner at least fourteen (14) clear days before the date of the meeting, and such notice may be given (i) by delivering it personally upon the Owner (ii) by sending it by post addressed to the Owner at his last known address or (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit;
- (c) The quorum at a meeting of the Owners shall be 10% of the Owners and no business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and, for the purposes of this Clause 8.1.1(c), the reference to "10% of the Owners" shall (i) 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 the Undivided Shares; and (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate;
- (d) the chairman of the Owners' Committee shall preside the meeting or if the meeting is convened under sub-clause 8.1.1(a)(i) or (ii) above, the person convening the meeting;

- (e) the chairman shall cause a record to be kept of the persons present in person or by proxy at the meeting, the appointment and vacation of appointments of all its members and all changes therein, the proceedings and the resolutions of the Owners' Committee;
- (f) every Owner shall have one vote for each Undivided Share he owns and where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of that Undivided Share may be cast :-
  - (i) by a proxy jointly appointed by the co-Owners; or
  - (ii) by a person appointed by the other co-Owners from amongst themselves; or
  - (iii) if no appointment has been made under sub-clauses (i) or (ii) hereof, then either by one of the co-Owners personally or by proxy by one of the co-Owners; and in the case of any meeting where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of that Undivided Share, only the vote that is cast, in person or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept by the Land Registry shall be treated as valid;
- (g) in case of any equality of votes the person presiding over the meeting shall have in addition to a deliberative vote, a casting vote;
- (h) votes may be given either personally or by proxy;
- (i) the instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance and signed by the Owner or, if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf;
- (j) the instrument for appointment of a proxy shall be lodged with the Chairman of the Owners' Committee or if the meeting is convened under sub-clause 8.1.1(a)(i) or (ii) above the person, as the case may be, who convened the meeting not less than (48) hours before the time for the holding of the meeting and a proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting;
- (k) any resolution on any matter concerning the Land and the Estate passed at a duly convened meeting by a majority of votes of the Owners present in person or by proxy and

voting shall be binding on all the Owners Provided that :-

- (i) the fourteen (14) days prior written notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
- (ii) any resolution purported to be passed at such meeting concerning any other matters shall not be valid;
- (iii) no resolution shall be valid if it is contrary to the provisions of this Deed or any relevant Sub-Deed of Mutual Covenant or the Conditions;
- (iv) No resolution concerning the use operation management or maintenance of or otherwise affecting Residential Common Areas and Residential Common Facilities shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Residential Units and any matter concerning the Residential Common Areas and Residential Common Facilities shall be decided by the Owners of the Residential Units by a resolution on such matter passed at a meeting convened in accordance with the provisions of this Deed;
- (v) No resolution concerning the use operation management or maintenance of or otherwise affecting Villa Common Areas and Villa Common Facilities shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Villas and any matter concerning the Villa Common Areas and Villa Common Facilities shall be decided by the Owners of the Villas by a resolution on such matter passed at a meeting convened in accordance with the provisions of this Deed;
- (vi) No resolution concerning the use operation management or maintenance of or otherwise affecting Tower Common Areas and Tower Common Facilities shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Flats and any matter concerning the Tower Common Areas and Tower Common Facilities shall be decided by the Owners of the Flats by a resolution on such matter passed at a meeting convened in accordance with the provisions of this Deed;
- (vii) No resolution concerning the use operation management or maintenance of or



otherwise affecting Tower Carpark Common Areas and Tower Carpark Common Facilities shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and the Motorcycle Parking Spaces and any matter concerning the Tower Carpark Common Areas and Tower Carpark Common Facilities shall be decided by the Owners of the Tower Carparking Spaces (other than Carparking Spaces Nos.B1 and B7 on Basement) and the Motorcycle Parking Spaces by a resolution on such matter passed at a meeting convened in accordance with the provisions of this Deed; and

(viii) No resolution concerning the use operation management or maintenance of or otherwise affecting Villa Carpark Common Areas and Villa Carpark Common Facilities shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Villa Carparking Spaces and Carparking Spaces Nos.B1 and B7 on Basement and any matter concerning the Villa Carpark Common Areas and Villa Carpark Common Facilities shall be decided by the Owners of the Villa Carparking Spaces and Carparking Spaces Nos.B1 and B7 on Basement by a resolution on such matter passed at a meeting convened in accordance with the provisions of this Deed.

- (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) the procedure at the meeting shall be as is determined by the Owners;
- (n) for the avoidance of doubt and notwithstanding anything to the contrary herein contained, no right to vote shall attach to the General Common Parts Undivided Shares or such shares allocated to any additional General Common Areas and General Common Facilities from time to time; and
- (o) an annual general meeting of the Owners shall be held every year for the purposes of considering and resolving on matters which this Deed requires to be approved or decided by the annual general meeting of the Owners. The first of such annual general meeting shall be held not later than 15 calendar months after the first meeting of the Owners and annual general meetings for each ensuing year shall be held not earlier than 12 calendar months and not later than 15 calendar months from the previous annual general meeting.

- 8.1.2 (a) (i) Any Owners' Committee formed under this Deed shall consist of not more than 9 members but not less than 7 members elected in an Owners' meeting to represent the Owners in all matters concerning the management of the Land and the Estate, undertaking other functions conferred on the Owners' Committee by this Deed, and in particular, to communicate with the Manager on behalf of the Owners and to consider such matters required to be approved or decided by the Owners' Committee under this Deed. The Owners' Committee shall comprise the following members :-
- (1) at least 5 Owners of the Residential Accommodation;
  - (2) at least 1 Owner of the Parking Spaces (other than the Visitors' Carparking Space).
- (ii) A chairman, a vice-chairman, a secretary and such other officers (if any) as the Owners may from time to time determine shall be elected in the Owners' meeting among the abovementioned members by the Owners present.
- (b) Any Owner and any representative appointed by an Owner in the event of such Owner being a corporate body shall be eligible for election to the Owners' Committee. The appointment of a representative by a corporate Owner shall be in writing addressed to the Owners' Committee and such appointment may be revoked at any time by notice in writing given to the Owners' Committee.
- (c) No person shall be appointed as a member of the Owners' Committee who :-
- (i) has been declared bankrupt or insolvent; or
  - (ii) has been convicted of a criminal offence other than a summary offence not involving dishonesty; or
  - (iii) has entered into composition with his creditors.
- (d) An Owner's Committee shall be appointed for a term of two (2) years and its members shall hold office until a new Owners' Committee is appointed and in the event of no new Owners' Committee is appointed for whatever reasons after the said term of two (2) years, the members of the existing Owners' Committee shall continue to act until a new Owners' Committee is appointed Provided Always that a member shall cease to hold office if :-

- (i) he ceases to be an Owner;
  - (ii) he becomes disqualified for appointment as a member of an Owners' Committee under sub-clause (c) hereof;
  - (iii) he resigns from the office by notice in writing given to the Owners' Committee;
  - (iv) he is removed by a resolution passed at an Owners' meeting; or
  - (v) he has become incapacitated by mental illness.
- (e) Retiring members of the Owners' Committee shall be eligible for re-election.
- (f) The Owners' Committee may continue to act notwithstanding any vacancies in their number Provided That the number is not reduced below 5. In the event that the number is reduced below 5, the remaining members of the Owners' Committee may act but only for the purpose of convening an Owners' meeting for purpose of electing eligible persons to be members of the Owners' Committee.
- (g) A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- (h) Notice in writing specifying the place, date and time of a meeting of the Owners' Committee and the resolutions (if any) that are to be proposed at the meeting shall be given in writing 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.
- (i) All notices required to be served under sub-clause (h) hereof shall be sufficiently given on a member of the Owners' Committee if a copy of the notice is given by delivering personally to the member of the Owners' Committee or by sending by post to the member of the Owners' Committee at his last known address or by leaving at his Unit or deposited in the letter box of that Unit.
- (j) The quorum at a meeting of the Owners' Committee shall be fifty per cent (50%) of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
- (k) A meeting of the Owners' Committee shall be presided by the chairman or in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that

meeting.

- (l) At a meeting of the Owners' Committee, each member present shall have one (1) vote on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
  
- (m) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

8.1.3 On the formation of the Owner's Corporation, the provisions contained in the Schedule 2 to the Building Management Ordinance shall apply in respect of all meetings and resolutions of the management committee which shall take the place of the Owners' Committee formed under this Deed, and the provisions contained in the Schedule 3 to the Building Management Ordinance shall apply to all general meetings of the Owners' Corporation which shall take the place of the Owners' meetings under this Deed.

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

8.1.5 The management committee (if any) appointed under this Deed or the Building Management Ordinance shall within 28 days of its appointment apply to the Land Registrar for the registration of the Owners as an Owners' Corporation.

8.1.6 Notwithstanding anything contained in this Section VIII, nothing herein shall in any way prejudice or contravene any provisions in or the application of the Building Management Ordinance.

## **SECTION IX**

### **MISCELLANEOUS**

9.1.1 Subject to the provisions of the Building Management Ordinance, in any civil action initiated or defended by the Manager under the powers given in this Deed, the Manager shall conclusively be deemed to be acting as the agent for and on behalf of all Owners other than the Owner (if any) against whom the action is being initiated or defended and no Owner shall raise or be entitled to raise any defence of want of authority or make any objection to the right of the Manager to initiate or defend such action.

9.1.2 The Manager shall keep at the management office of the plans showing the General Common Areas certified as to their accuracy by or on behalf of the Authorised Person including any subsequent amendment thereto showing the General Common Areas for inspection by the Owners free of charge during normal office hours.

9.1.3 The First Owner shall deposit at the management office of the Estate a full set of the Maintenance Manual and a copy of Schedules 7 and 8 to the Building Management Ordinance (English and Chinese version) within 1 month of the date hereof and the Manager shall keep the same available for inspection by the Owners free of charge and taking copies upon payment of a reasonable charge during normal office hours. All charges received must be credited to the Sinking Fund.

9.1.4 All Owners of Undivided Shares not occupying or in physical possession of their Units to which those Undivided Shares relate must provide the Manager with an address within the jurisdiction of the Hong Kong Special Administrative Region for service of notices under the terms of this Deed.

9.1.5 Within one (1) month from the date hereof, the First Owner shall at its own costs and expenses provide and keep at the management office of the Estate a copy of this Deed and a direct translation in Chinese of this Deed, and shall ensure that it is available for inspection free of cost at the management office of the Estate by any Owner during office hours and for the taking of copies by any Owner at his request and on payment of such reasonable charges as the Manager may at his discretion fix. In case of any differences or dispute, the English version of this Deed approved by the Director of Lands shall prevail. The Manager shall credit all the copying charges to the Sinking Fund.

9.1.6 Subject to Section VII hereof, the rights, privileges, obligations and covenants herein contained shall be binding on the Owners and their respective executors, administrators, successors

in title, assigns and mortgagees or chargees in possession of or those who have foreclosed the Undivided Shares and the covenants herein contained and the interest herein both as to the benefit and burden of such covenants shall run with the Land. The Conveyancing and Property Ordinance (Cap. 219) of the Laws of the Hong Kong Administrative Region shall apply to this Deed Provided That no Owner shall be bound after ceasing to own any part or share of and in the Land and the Estate or any interest therein save and except in respect of any matter arising previously to his ceasing to own such part or share or interest therein.

9.1.7 Save as herein expressly provided, all notices in writing required to be given hereunder (if any) shall be sufficiently served on an Owner if a copy of such notice is left at his Unit or deposited in his letter box even if such Owner is not personally occupying his Unit or if a copy is sent by post to his last known address in the Hong Kong Special Administrative Region.

9.1.8 All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or by hand delivered to the management office of the Estate or such other address as may be notified by the Manager from time to time.

9.1.9 Notwithstanding anything contained in this Deed to the contrary but for the avoidance of doubt, the General Common Parts Undivided Shares shall not carry any voting rights or liability to pay fees under this Deed, nor shall the General Common Parts Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

9.1.10 (a) The First Owner shall at its own cost and expense prepare the first schedule of Works and Installations and Maintenance Manual for the Works and Installations for the reference of the Owners and the Manager 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 lists of items of the Works and Installations requiring routine maintenance;
- (v) Recommended frequency of routine maintenance inspection;

- (vi) Checklist and typical inspective record sheets for routine maintenance inspection;
  - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) Within one (1) month of the date of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations in the management office for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Sinking Fund.
- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the General Common Areas and General Common Facilities including those part or parts of the Works and Installations forming part of the General Common Areas and General Common Facilities.
- (ii) The Owner shall at their own costs and expense inspect, maintain and carry out all necessary works for the maintenance of the Estate and their Units including those part or parts of the Works and Installations forming part of their Units.
- (d) The Owners may, by a majority resolution passed at an Owners' meeting convened under this Deed, make, amend, revise and revoke the schedule of Works and Installations and the Maintenance Manual for the Works and Installations or any part thereof as the Owners shall deem fit, in which event the Manager shall procure the revised schedule and the revised Maintenance Manual for the Works and Installations or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolutions. All costs and expenses of and incidental to the preparation of the revised schedule and the revised Maintenance Manual for the Works and Installations or any subsequent amendments thereto shall be borne by the Owners and paid out of the Sinking Fund.
- (e) The Manager shall deposit the revised Maintenance Manual for the Works and Installations and any subsequent amendments thereto in the management office within one month from the date of its preparation for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Sinking Fund.

9.1.11 The communal landscaped sky garden which forms part of the Residential Common Areas must have natural ventilation, greenery and recreational garden space for the communal use and benefit of the Owners of the Residential Units, their tenants, servants, agents, visitors and licensees.

9.1.12 No provisions in this Deed shall conflict with or be in breach of the Conditions and each Owner (including the First Owner) and the Manager covenants with each other to comply with the terms and conditions of the Conditions so long as they remain as Owners and the Manager of the Estate.

IN WITNESS whereof the First Owner, the Second Owner and the Manager hereto have caused this Deed to be duly executed the day and year first above written.



**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Allocation of Undivided Shares  
of and in the Land and the Estate**

(A) Residential Units

**22,402 Undivided Shares**

Tower Accommodation

20,321 Undivided Shares

Tower 1

Undivided Shares for each Unit	Unit	A	B
Floor			
Roof		658*	705*
19th	(Penthouse A)		(Penthouse B)
18th			
17th		324	345
16th		324	345
15th		324	345
12th		324	345
11th		324	345
10th		324	345
9th		324	345
8th		324	345
7th		324	345
6th		324	345
5th		324	345
2nd	687#		731#
1st	(Garden Unit A)		(Garden Unit B)
Upper Ground			
Sub-Total : 10,140			

Note : There is no designation of 4/F, 13/F and 14/F.

# means together with the garden(s) appurtenant thereto

\* means together with the flat roof(s) and roof(s) and top roof(s) appurtenant thereto

Tower 2

Undivided Shares for each Unit	Unit	C	D
Floor			
Roof		790*	583*
19th		(Penthouse C)	(Penthouse D)
18th			
17th		398	274
16th		398	274
15th		398	274
12th		398	274
11th		398	274
10th		398	274
9th		398	274
8th		398	274
7th		398	274
6th		398	274
5th		398	274
2nd		812#	604#
1st		(Garden Unit C)	(Garden Unit D)
Upper Ground			

Sub-Total : 10,181

Note : There is no designation of 4/F, 13/F and 14/F.

# means together with the garden(s) appurtenant thereto

\* means together with the flat roof(s) and roof(s) and top roof(s) appurtenant thereto

Villa Accommodation

Villa	Undivided Shares
1	1,281
2	800

Sub-Total : 2,081

(B) Villa Carparking Spaces

Carparking Spaces Nos.B2, B3, B5, B6, B8 and B9 on Basement  
(6 Nos. x 13 Undivided Shares each)

**78 Undivided Shares**

(C) Tower Carparking Spaces

Carparking Spaces Nos.B1, B10 to B12, B15 to B23, B25 to B33,  
B35 to B43, B45 to B53, B55 to B63, B65 to B73,  
B75 to B83, B85 to B93, B95 to B103, B105 to B113 and  
B115 to B118 on Basement  
(98 Nos. x 13 Undivided Shares each)

Carparking Space No.B7 on Basement  
(1 No. x 18 Undivided Shares)

Carparking Spaces Nos.UG119 to UG123 and UG125 to UG127  
on Upper Ground Floor  
(8 Nos. x 13 Undivided Shares each)

**1,396 Undivided Shares**

(D) Motorcycle Parking Spaces

Motorcycle Parking Spaces Nos.M1 and M2 on Basement  
(2 Nos. x 2 Undivided Shares each)

Motorcycle Parking Spaces Nos.M3, M5 to M7 on Upper Ground Floor  
(4 Nos. x 2 Undivided Shares each)

**12 Undivided Shares**

(E) General Common Areas and General Common Facilities

**100 Undivided Shares**

**GRAND TOTAL: 23,988 Undivided Shares**

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Allocation of Management Shares  
of and in the Land and the Estate**

(A) Residential Units

**22,402 Management Shares**

Tower Accommodation

20,321 Management Shares

Tower 1

Management Shares for each Unit / Unit / Floor	A	B	
Roof	658*	705*	
19th	(Penthouse A)	(Penthouse B)	
18th			
17th			
16th	324	345	
15th	324	345	
12th	324	345	
11th	324	345	
10th	324	345	
9th	324	345	
8th	324	345	
7th	324	345	
6th	324	345	
5th	324	345	
2nd	687#	731#	
1st	(Garden Unit A)	(Garden Unit B)	
Upper Ground			
			Sub-Total : 10,140

Note : There is no designation of 4/F, 13/F and 14/F.

# means together with the garden(s) appurtenant thereto

\* means together with the flat roof(s) and roof(s) and top roof(s) appurtenant thereto

Tower 2

Management Shares for each Unit / Unit	C	D
Floor		
Roof	790*	583*
19th	(Penthouse C)	(Penthouse D)
18th		
17th		
16th	398	274
15th	398	274
12th	398	274
11th	398	274
10th	398	274
9th	398	274
8th	398	274
7th	398	274
6th	398	274
5th	398	274
2nd	812#	604#
1st	(Garden Unit C)	(Garden Unit D)
Upper Ground		
Sub-Total : 10,181		

Note : There is no designation of 4/F, 13/F and 14/F.

# means together with the garden(s) appurtenant thereto

\* means together with the flat roof(s) and roof(s) and top roof(s) appurtenant thereto

Villa Accommodation

Villa	Management Shares
1	1,281
2	800

Sub-Total : 2,081

(B) Villa Carparking Spaces

Carparking Spaces Nos.B2, B3, B5, B6, B8 and B9 on Basement

(6 Nos. x 13 Management Shares each)

**78 Management Shares**

(C) Tower Carparking Spaces

Carparking Spaces Nos.B1, B10 to B12, B15 to B23, B25 to B33,

B35 to B43, B45 to B53, B55 to B63, B65 to B73,

B75 to B83, B85 to B93, B95 to B103, B105 to B113 and

B115 to B118 on Basement

(98 Nos. x 13 Management Shares each)

Carparking Space No.B7 on Basement

(1 No. x 18 Management Shares)

Carparking Spaces Nos.UG119 to UG123 and UG125 to UG127

on Upper Ground Floor

(8 Nos. x 13 Management Shares each)

**1,396 Management Shares**

(D) Motorcycle Parking Spaces

Motorcycle Parking Spaces Nos.M1 and M2 on Basement

(2 Nos. x 2 Management Shares each)

Motorcycle Parking Spaces Nos.M3, M5 to M7 on Upper Ground Floor

(4 Nos. x 2 Management Shares each)

**12 Management Shares**

**GRAND TOTAL: 23,888 Management Shares**

SEALED with the Common Seal )  
 )  
of the First Owner and SIGNED by )  
 )  
whose signature(s) is/are verified by:- )

Solicitor, Hong Kong SAR,  
Woo Kwan Lee & Lo

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

INTERPRETED to the Second Owner by :-

Or

SEALED with the Common Seal )  
of the Second Owner and SIGNED by )  
 )  
 )  
in the presence of:- )

SEALED with the Common Seal of the )  
DMC Manager and SIGNED by )  
whose signature(s) is/are verified by :- )

Solicitor, Hong Kong SAR,  
Woo Kwan Lee & Lo



Dated the \_\_\_\_\_ day of \_\_\_\_\_

**CHEERWIDE INVESTMENT LIMITED**  
(First Owner)

and

(Second Owner)

and

**NEW CHARM MANAGEMENT LIMITED**  
(DMC Manager)

\*\*\*\*\*

**DEED OF MUTUAL COVENANT  
INCORPORATING A MANAGEMENT AGREEMENT**

in respect of

**RURAL BUILDING LOT NO.1190**

\*\*\*\*\*

WOO KWAN LEE & LO  
SOLICITORS & NOTARIES  
ROOM 2801, SUN HUNG KAI CENTRE  
30 HARBOUR ROAD  
WANCHAI  
HONG KONG

Ref.: SHK/HFM/LYF/A78  
(2018.02.06)(v.18)