

Dated \_\_\_\_\_

**TSUEN WAN WEST CITYSIDE PROPERTY  
DEVELOPMENT LIMITED**  
(荃灣西城畔物業發展有限公司)  
as the First owner

and

[ \_\_\_\_\_ ]  
as the Purchaser

[ \_\_\_\_\_ ]  
as the Manager

---

**DEED OF MUTUAL COVENANT  
and  
MANAGEMENT AGREEMENT**  
in respect of  
Tsuen Wan Town Lot No.417

---

7<sup>th</sup> Draft: 8 August 2017

**Deacons**

5th Floor  
Alexandra House  
16-20 Chater Road  
Central, Hong Kong  
HongKong.GeneralEnquiries@deacons.com.hk  
www.deacons.com.hk  
Tel : +852 2825 9211  
Fax : +852 2810 0431

Ref.: LC:WW:LEEDWI:wonwai 14/284547

**DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT**

**INDEX**

**Page No.**

**SECTION A : PARTIES AND RECITALS**

Date

Parties

Recitals

1. Title
2. Assignment of the Land
3. Development
4. Allocation of Shares
5. Assignment of First Assigned Premises
6. Purpose of Deed
7. Approval

**OPERATIVE PARTS**

**SECTION B : DEFINITIONS**

**SECTION C : RIGHTS OF OWNERS**

1. Rights attaching to Shares
2. Sub-Deeds of Mutual Covenant and Deed Polls
3. Right to make additions etc.
4. Right of Owners to sell or lease
5. Party Walls
6. Rights of First Owner
7. Rights of Purchaser
8. Disposal Restrictions

**SECTION D : ABATEMENT OF RIGHTS**

1. Reinstatement

**SECTION E : OBLIGATIONS OF OWNERS**

1. Owners to comply
2. Owners to observe restrictive covenants
3. Government rent
4. Rates and taxes
5. Utilities
6. Management charges
7. Repairs

Development

8. Works by Owners
9. Protection of Tsuen Wan Road and its Future Extension
10. Owner to make good loss or damage
11. Indemnity
12. Appointment of Attorney
13. Covenants in assignment
14. Maintenance of slopes and retaining walls
15. Maintenance of Green Area and Green Stippled Black Area and provision of access thereto
16. Government's access to Drainage Reserve and Owners' responsibilities over Drainage Reserve
17. First Owner's liability for Management Charges
18. No conversion of Common Areas
19. Obligation of Owners of the Non-enclosed Areas
20. Maintenance of ground anchors (if any)
21. Maintenance of completed Pedestrian Link, Pedestrian Walkway and Covered Footbridges
22. Obligations of Owners of Residential Units with open kitchen
23. Operation and Maintenance of Public Carpark
24. Ownership and maintenance of Non-Common EV Facilities
25. Compliance with Ordinance, etc. in respect of Non-Common EV Facilities
26. Compliance with Ordinance, etc. in respect of Noise Mitigation Measures
27. Removal and re-fixing grilles (if any) appertaining to air-conditioning platforms
28. Obligations of Owner(s) of Commercial Development

**SECTION F :**

**MEETINGS OF THE OWNERS OF THE DEVELOPMENT**

1. Meetings of the Owners
2. Annual Meeting
3. Convening of Meeting
4. Notice
5. Quorum
6. Chairman
7. Minutes
8. Voting
9. Resolutions binding on Owners

10. Accidental omission of notice
11. Resolutions requiring special majority

**SECTION G : OWNERS COMMITTEE**

1. Function and power of the Committee
2. Number of members
3. Quorum
4. Eligibility for appointment
5. Election of members
6. Officers
7. Tenure of office
8. Votes of members
9. Power to make rules
10. Manager to be invited
11. Power to call meeting

**SECTION H : APPOINTMENT AND REMUNERATION OF THE MANAGER**

1. Appointment of the Manager
2. Termination of appointment
3. Delivery of books and bank accounts
4. The Manager's Remuneration
5. Manager as Agent
6. Owners Corporation
7. Manager as Owner

**SECTION I : POWERS AND DUTIES OF THE MANAGER**

1. Authority and duties of the Manager
2. The Manager to control Common Areas etc.
3. The Manager's acts and decisions binding
4. Powers of the Manager
5. Contracts entered into by Manager
6. Discretion of the Manager
7. Protection of the Manager
8. Owners to indemnify the Manager

**SECTION J : MANAGEMENT CHARGES**

1. Costs to be borne by all the Owners
2. Special Fund
3. Financial Year
4. Determination of Management Charges

5. Payment of Management Charges
6. Failure by an Owner to make payment
7. Miscellaneous and surplus income
8. The Manager to keep accounts
9. Owners' deposits
10. Change of ownership
11. Management Funds
12. Outgoings up to first assignment

**SECTION K :**

**BUILDING RULES AND FITTING OUT RULES**

1. Rules binding
2. Deposit for Works
3. Amendment of Rules
4. Rules to be posted on notice boards
5. Conflict
6. Exclusion of liability

**SECTION L :**

**INTERPRETATION AND MISCELLANEOUS**

1. Marginal notes, headings and index
2. Plurals and genders
3. Service of notices
4. Covenants to run with the land
5. Action by Owner(s)
6. Chinese Translation
7. Fire Safety Management Plan
8. Common Areas Plan
9. Building Management Ordinance
10. Slope Maintenance Manual
11. Communication among Owners
12. Maintenance Manual for the Works and Installations
13. No conflict

**FIRST SCHEDULE**

**PART I :**

**ALLOCATION OF SHARES**

**PART II :**

**ALLOCATION OF MANAGEMENT UNITS**

**SECOND SCHEDULE**

**PART I :**

1. Rights, easements and privileges applicable

- to Owners of the Development
- 2. Rights, easements and privileges applicable to all Owners of the Residential Development
- 3. Rights, easements and privileges applicable to the Owners of the Car Parking Spaces
- 4. Rights, easements and privileges applicable to the Owners of the Commercial Development

**PART II : EXCEPTIONS AND RESERVATIONS**

- 1. Rights of other Owners
- 2. Rights of the Manager
- 3. Preamble to Rights of First Owner  
Rights of First Owner
- 4. Rights of Public over Covered Footbridges
- 5. Rights of Public over Pedestrian Walkway

**THIRD SCHEDULE**

**RESTRICTIONS AND PROHIBITIONS**

- 1. (a)-(e) Not to make alterations or additions
  - (f) Not to damage Common Areas
  - (g) Not to damage Common Services and Facilities
  - (h) Not to vitiate insurance
  - (i) Not to breach Government Grant
  - (j) Not to breach Ordinances etc.
  - (k) Offensive User
  - (l) Balconies and Utility Platforms
  - (m) Not to use for illegal or immoral purposes
  - (n) Not to cause nuisance
  - (o) Not to alter external appearance
  - (p) Not to misuse lavatories
  - (q) Not to interfere with fire protection or security systems
  - (r) Not to contravene fire regulations
  - (s) Not to lock roof exits
  - (t) Not to obstruct Common Areas
  - (u) Not to obstruct driveways
  - (v) Pets
  - (w) Not to partition
  - (x) Not to make internal alterations or additions
  - (y) Not to sub-divide or partition
  - (z) Sub-Deed of Mutual Covenant
  - (aa) Floor loading
  - (ab) Offensive odours and refuse

- (ac) Excessive noise
  - (ad) Not to misuse lifts
  - (ae) Not to hang washing
  - (af) Not to exhibit signs
  - (ag) Not to tamper with fixed windows
  - (ah) Installation of air-conditioning units
  - (ai) Not to tamper with fire alarm
  - (aj) Not to install door grilles/alter door design
  - (ak) Installation of window grilles
  - (al) Not to tamper with Noise Mitigation Measures
2. Preservation of Trees
  3. Not to advertise in the Covered Footbridges
  4. Not to advertise in the Noise Mitigation Measures
  5. Residential Care Homes
  6. Not to demolish or alter any partition wall, etc. resulting in a Residential Unit being internally linked to an adjacent Residential Unit

**FOURTH SCHEDULE**

**SCHEDULE OF WORKS AND INSTALLATIONS**

**FIFTH SCHEDULE**

**RESIDENTIAL UNITS WITH BALCONY**

**RESIDENTIAL UNITS WITH UTILITY PLATFORM**

**SIXTH SCHEDULE**

**RESIDENTIAL UNITS WITH NOISE MITIGATION MEASURES**

**EXECUTION**

## SECTION A

### PARTIES AND RECITALS

**Date** **THIS DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Parties** **BETWEEN**

(1) **TSUEN WAN WEST CITYSIDE PROPERTY DEVELOPMENT LIMITED** (荃灣西城畔物業發展有限公司) whose registered office is situate at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (the “**First Owner**” which expression shall where the context so admits include its successors and assigns);

(2) [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] Hong Kong (the “**Purchaser**” which expression shall where the context so permits include its executors, administrators, successors and assigns); and

(3) [ \_\_\_\_\_ ] whose registered office is situate at [ \_\_\_\_\_ ] Hong Kong (the “**Manager**” which expression shall where the context so admits include its successors).

**Recitals** **WHEREAS :-**

**Title** 1. Prior to the assignment to the First Owner referred to in Recital 2 below the Land was held by Kowloon-Canton Railway Corporation (“**KCRC**”), a corporation established pursuant to the Kowloon-Canton Railway Corporation Ordinance (Cap. 372) for the residue of the term created by the Government Grant.

**Assignment of the Land** 2. Pursuant to Special Condition No.(39)(b) of the Government Grant, the Land comprising the Development had been assigned to the First Owner on 19<sup>th</sup> April 2012 by KCRC under and by virtue of an Assignment registered at the Land Registry by Memorial No.12051801110038 and re-registered by Memorial No.15030300490019 (“**the Assignment**”).

**Development** 3. The First Owner is in the course of constructing the Development upon the Land.

**Allocation of Shares** 4. The Land has been notionally divided into 79,000 equal undivided shares which have been sub-allocated to various parts of the Development as set out in Part I of the First Schedule hereto.



**Assignment of First  
Assigned Premises**

5. By an Assignment bearing even date herewith executed immediately prior to this Deed and made between the First Owner of the one part and the Purchaser of the other part, the First Assigned Premises was assigned to the Purchaser by the First Owner.

**Purpose of Deed**

6. The parties hereto have agreed to enter into this Deed for the purposes of :-

- (a) defining and regulating the rights, interests and obligations of themselves and all subsequent Owners in respect of the Land and the Development;
- (b) making provisions for the management of the Land and the Development; and
- (c) appointing [ ] as the Manager to exercise the powers and perform the duties on its part for the periods and on the terms and conditions herein contained.

**Approval**

7. The Director has given his approval to this Deed in accordance with the Government Grant.

**OPERATIVE PARTS**

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

## SECTION B

### DEFINITIONS

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

- “Approved Plans”** means the building plans for the Development approved by the Building Authority under reference No.BD 2/7944/01(CS) as from time to time amended, modified or substituted;
- “Balcony”** means each of the balconies forming part of a Residential Unit and for the avoidance of doubt includes the glass and metal balustrades and other materials enclosing the balcony, the handrails and slabs thereof and the plaster and the finishes of the ceiling of the balcony and the lamp(s) and other fixtures (including but not limited to any suspended ceiling) (if any) at the balcony;
- “Building Rules”** means the Building Rules prescribed for the time being pursuant to Section K of this Deed as varied or modified from time to time;
- “Building Management Ordinance”** means the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong Special Administrative Region) as amended and varied from time to time;
- “Bicycle Parking Space”** means a space located on the Ground Floor of the Development and designated for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees;
- “Car Park”** means those parts of the Development constructed for the purpose of the parking, loading and unloading of motor vehicles and motor cycles excluding any part of the Commercial Development and the Public Carpark;
- “Car Parking Space”** means a Unit situate in the Car Park and designated for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap.374), and regulation made thereunder and any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees, which expression shall include a Car Parking Space for parking of motor vehicles by disabled persons as defined under the Road Traffic Ordinance (Cap.374), a Motor Cycle Parking Space and an EV Car Parking Space and for the avoidance of doubt, exclude any car parking space in the Commercial Development or the Public Carpark;
- “Club House”** means such part of the Private Recreational Areas and Facilities constructed or to be constructed in accordance with the Approved

Plans for use by residents of the Development and their bona fide visitors as a club house from time to time;

**“Club Rules”**

means the rules and regulations including any payment or charge as may be imposed made revoked or amended by the Manager in consultation with the Owners Committee (if any) from time to time relating to the Club House and the use management operation and maintenance of the Club House;

**“Commercial  
Common Areas”**

means those parts of the Commercial Development to be designated under the subsequent Sub-Deed of Mutual Covenant of the Commercial Development intended for the common use and benefit of the Owners, occupiers and licensees of the Commercial Development and their bona fide guests, visitors or invitees;

**“Commercial  
Common Services  
and Facilities”**

means those services and facilities of the Commercial Development to be designated under the subsequent Sub-Deed of Mutual Covenant of the Commercial Development and which serve the Commercial Development as a whole and not for the sole benefit of any Owner or group of Owners;

**“Commercial  
Development”**

means and includes the Public Carpark and those parts of the Development constructed or to be constructed in accordance with Approved Plans for commercial or retail use and the external walls thereof, the spaces for parking of motor vehicles and motor cycles belonging to the occupiers and their bona-fide guests, visitors or invitees of the Commercial Development, the loading and unloading spaces provided pursuant to Special Condition No.(46)(a)(ii) of the Government Grant and designated for use by the Commercial Development, the associated driveway and circulation areas, those parts of the Covered Footbridges within the boundary of the Land, the Pedestrian Walkway, parts of the Pedestrian Link, the Commercial Greenery Areas (which shall be designated as part of the Commercial Common Areas in the subsequent Sub-Deed of Mutual Covenant of the Commercial Development), the external surface of the parapet wall of the podium but excluding those parts forming parts of the Residential Development, the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas or the Residential/Residential Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured Green on the plans annexed hereto;

**“Commercial  
Greenery Areas”**

means the greenery areas on Ground Floor, First Floor and Second Floor of the Commercial Development (including vertical green walls spanning from the ground level to the soffit of the floor slab of First Floor on Ground Floor and spanning between the louvre at first floor level and the louvre at second floor level on Second Floor at the locations for the purpose of identification purpose only as shown by black dotted lines and marked “VGW” on the Ground Floor Plan and Second Floor Plan annexed hereto) forming part of the area

landscaped pursuant to Special Condition No.(24) of the Government Grant and for the purpose of identification only, as shown (where possible and capable of being shown) coloured Green Cross Hatched Black (representing greenery areas which are accountable for greenery area calculation required under the sustainability design development guidelines issued by the Building Authority) on the plans annexed hereto;

**“Common Areas”**

means the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas, the Residential/Residential Car Park Common Areas and those parts of the Development as are designated as common areas in, and more particularly identified on plans to be annexed to, any Sub-Deed of Mutual Covenant or any deed poll to be executed by the First Owner pursuant to this Deed but excluding those parts of the Residential Development or the Car Park which belong to the Owner of any particular Unit or which serve only any particular Unit and also excluding the Commercial Development;

**“Common EV Facilities”**

means all such facilities installed or to be installed within the Residential Car Park Common Areas for the common use and benefit of the Owners of the EV Car Parking Spaces for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Cap.374) parking at any of the EV Car Parking Spaces; such facilities shall not serve any of the EV Car Parking Spaces exclusively or belong to any of the owner of the EV Car Parking Spaces and shall include but not limited to such wires, cables, ducts, trunking, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

**“Common Services and Facilities”**

means the Estate Common Services and Facilities, the Residential Common Services and Facilities, the Residential Car Park Common Services and Facilities, the Residential/Residential Car Park Common Services and Facilities and those services and facilities of the Development as are designated as common services and facilities in any Sub-Deed of Mutual Covenant or any deed poll to be executed by the First Owner pursuant to this Deed excluding those services and facilities which belong to the Owner of any particular Unit or which serve only any particular Unit or the Commercial Development;

**“Covered Footbridges”**

means the five single storey covered footbridges in the approximate positions shown and marked “FB1”, “FB2”, “FB3”, “FB4” and “FB5” on the plan annexed to the Government Grant (each of which referred to as “FB1”, “FB2”, “FB3”, “FB4” and “FB5” respectively) together with all supports and connections constructed or to be constructed in accordance with Special Condition (36)(a) of the Government Grant;

**“Deed”**

means this Deed of Mutual Covenant and Management Agreement as amended or varied from time to time;

<b>“Deed Poll”</b>	means any such deed or deeds or supplemental deed or deeds made and to be made by the First Owner for the purpose of allocating Shares to any part of the Land and/or the Development and/or allocating the Management Units to any Units approved by the Director;
<b>“Development”</b>	means the entire development constructed or to be constructed upon the Land pursuant to the Government Grant and intended to be known as “PARC CITY (全 · 城滙)” comprising the Residential Development, the Commercial Development, the Car Park and the Common Areas;
<b>“Director”</b>	means the Director of Lands from time to time;
<b>“Drainage Reserve”</b>	means those areas shown coloured pink hatched black on the plan annexed to the Government Grant and referred to under Special Condition No.(60)(a) of the Government Grant;
<b>“Estate Common Areas”</b>	means those parts of the Development which are intended for use by Owners of the Development as a whole and not for the sole benefit of any Owner or group of Owners including, but not limited to greenery areas (other than the Commercial Greenery Areas), the emergency vehicular access, driveways, run in and out, guard room, fire services inlets, electrical room, lavatory, check meter cabinet, vent duct, ramps, footpaths, staircases, landings, corridors and passages; pump rooms, water meter rooms, fan rooms, pipe ducts, air duct shaft, refuse storage and material recovery chamber; parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Development and all other communal areas within the Development not used for the sole benefit of any Owner or group of Owners (but excluding the Residential Common Areas, the Residential Car Park Common Areas, Residential/Residential Car Park Common Areas and those areas forming parts of other Common Areas as designated or to be designated in the Sub-Deed of Mutual Covenant or deed poll to be executed by the First Owner pursuant to this Deed) and for the purpose of identification only as shown (where possible and capable of being shown) coloured Pink Hatched Black (representing greenery areas which are accountable for greenery area calculation required under the sustainability design development guidelines issued by the Building Authority and forming part of the area landscaped pursuant to Special Condition No.(24) of the Government Grant) and Pink on the plans annexed hereto;
<b>“Estate Common Services and Facilities”</b>	means those services and facilities constructed or to be constructed in on or under the Development and which serve the Development as a whole and not for the sole benefit of any Owner or group of Owners including, but not limited to, sewers, gutters, drains, watercourses, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, fittings, equipment and apparatus; fire alarm, fire protection and fire-fighting systems, equipment and apparatus;

street fire hydrant water tank, fire services tank, sprinkler water tank, security systems, equipment and apparatus; refuse disposal equipment; ventilation and air-conditioning plant and equipment; air-conditioners and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Development as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners (but excluding the Residential Common Services and Facilities, the Residential Car Park Common Services and Facilities and the Residential/Residential Car Park Common Services and Facilities and those services and facilities forming parts of other Common Services and Facilities designated or to be designated in the Sub-Deed of Mutual Covenant or deed poll to be executed by the First Owner pursuant to this Deed);

**“EV Car Parking Spaces”**

means the Car Parking Spaces numbered R1 to R85 for the parking of motor vehicles and numbered RM1 to RM11 for the parking of motor cycles all belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees, as shown on the Basement Floor Plan of the plans hereto annexed; each referred herein to as **“EV Car Parking Space”**;

**“EV Facilities for Visitors’ Car Parking Spaces”**

means all such facilities installed or to be installed within the Residential Common Areas for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Cap.374) parking at the visitors’ car parking spaces and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base box, socket outlet, locks, covers and other security and/or protective devices, charging station, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

**“First Assigned Premises”**

means all those [ ] equal undivided 79,000 parts or shares of and in the Land and the Development together with the sole and exclusive right to the use, occupation and enjoyment of [ ] of the Development;

**“Fire Safety Management Plan”**

means the fire safety management plan and measures relating to the Residential Units with open kitchen required to be implemented by the Buildings Department and any addition or variation thereto from time to time in accordance with the relevant requirement of the Buildings Department, the Fire Services Department and any other relevant Government authority;

**“Fitting Out Rules”**

means any rules, regulations or procedures as the Manager may make, revise, amend or implement from time to time pursuant to Section K of this Deed for the fitting out, decoration and alteration of a Residential Unit;

<b>“Government”</b>	means the Government of the Hong Kong Special Administrative Region;
<b>“Government Grant”</b>	means the Agreement and Conditions of Grant dated 19 <sup>th</sup> April 2012 and registered in the Land Registry as New Grant No.21397 and as varied or modified from time to time;
<b>“Green Area and Green Stippled Black Area”</b>	means those areas or portions of the Land as coloured “Green” and “Green Stippled Black” respectively on the plan annexed to the Government Grant;
<b>“Insured Risks”</b>	means loss or damage by or in consequence of fire, earthquake, landslip, subterranean fire; bursting or overflowing of water tanks, apparatus or pipes; riot or civil commotion, strikes, labour or political disturbances; the action of malicious persons; explosion (including explosion of boilers and other heating or ventilation apparatus); lightning, thunderbolt, storm, tempest, typhoon, floods; impact by any road vehicle, aircraft or other aerial device or articles dropped therefrom; accidental damage to underground pipes and cables; and such other risks as the Manager in its sole discretion may from time to time decide;
<b>“Land”</b>	means the land registered at the Land Registry as Tsuen Wan Town Lot No.417;
<b>“maintain”</b>	means repair, uphold, support, rebuild, renew, upgrade, renovate, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace, decorate and paint or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and <b>“maintenance”</b> shall be construed accordingly;
<b>“Maintenance Manual for the Works and Installations”</b>	means the maintenance manual for the Works and Installations as mentioned in Clause 11 of Section L of this Deed as may from time to time be amended or revised in accordance with the provisions of this Deed;
<b>“management”</b>	means all or any of the activities normally associated with management including without limitation operation, servicing, cleaning, enhancement, maintenance, repair, renovation, decoration, improvement, replacement, security, insurance and all duties and obligations to be performed and observed by the Grantee (as defined under the Government Grant) of the Land in relation to the Development (other than the Units) or any area outside the boundary of the Land pursuant to or under the Government Grant (other than those duties and obligations required to be performed and observed by KCRC as the original grantee of the Land only excluding its

assigns under the Government Grant) and all duties and obligations to be performed and observed by the Manager as herein provided and “manage” shall be construed accordingly;

**“Management Charges”**

means the monthly charges and other costs, charges, expenses and contributions calculated in accordance with the provisions of Section J of this Deed;

**“Management Units”**

means the management units attributable to the Units as set out in Part II of the First Schedule or as further set out in any Sub-Deed of Mutual Covenant or Deed Poll;

**“Manager”**

means as the context requires :-

- (i) [ ]; or
- (ii) such other person, firm or company as may be appointed by the Owners pursuant to Section H of this Deed;

**“Manager’s Remuneration”**

means the Manager’s remuneration calculated in accordance with Clause 4 of Section H of this Deed and forming part of the Management Charges;

**“Motor Cycle Parking Space”**

means a Unit situate in the Car Park and designated for the parking of motor cycles licensed under the Road Traffic Ordinance (Cap.374), and regulation made thereunder and any amending legislation belonging to the residents of Residential Units and their bona fide guests, visitors or invitees;

**“Noise Mitigation Measures”**

means all or any of the noise mitigation measures approved by the Director of Environmental Protection provided within the Development and any subsequent amendments thereto (if any) approved by the Director of Environmental Protection including setback from traffic noise source, the use of fixed windows, acoustic fins and use of acoustic absorptive materials at the ceiling, the provision of single frame double pane gasketed window and air conditioning system designed for noise mitigation purpose; a list of the Residential Units designed with Noise Mitigation Measures serving or forming part of such particular Residential Units exclusively is set out in the Sixth Schedule;

**“Non-Common EV Facilities”**

means all such facilities installed or to be installed within the Residential Car Park Common Areas for serving any of the EV Car Parking Spaces exclusively for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Cap.374) parking at such EV Car Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meter, base box, socket outlets, locks, covers and such other security and/or protective devices,



equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

**“Non-enclosed Areas”**

means the Balcony and the Utility Platform respectively forming part of a Residential Unit as identified in the Fifth Schedule hereto and as for identification purpose only marked “BAL” and “UP” respectively on the plans annexed hereto;

**“Occupation Permit”**

means any occupation permit (whether temporary or otherwise) issued by the Building Authority in respect of the Development or any part of the Development;

**“Owner”**

means the person in whom for the time being any Share is vested and who is registered as the owner of such Share at the Land Registry (collectively the “**Owners**”) and every joint tenant or tenant in common of any such Share and where any such Share has been assigned or charged by way of mortgage or charge the word “Owner” shall include both mortgagor and registered mortgagee or chargee in possession of such Share or any mortgagee or chargee who has foreclosed PROVIDED THAT, subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such 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 Share;

**“Owners Committee”**

means the Owners’ Committee formed and elected in accordance with the provisions of Clauses 1(a) and 5 of Section G of this Deed;

**“Owners Corporation”**

means an Owners’ Corporation in respect of the Development registered under Section 8 of the Building Management Ordinance as amended or varied from time to time or any legislation replacing the Building Management Ordinance;

**“Party Wall”**

means an internal wall which divides two Units;

**“Pedestrian Link”**

means the segregated pedestrian ways or paths (together with such stairs, ramps, passenger lifts, lightings and escalators) constructed or to be constructed at such positions, in such manner, with such materials and to such standard, levels, alignment and designs as may be required or approved by the Director in accordance with Special Condition (34)(a) of the Government Grant;

**“Pedestrian Walkway”**

means the pedestrian walkway comprising such escalators, passenger lifts, staircases, ramps or such other structures as may be approved or required by the Director constructed or to be constructed within the Land or any building or buildings erected or to be erected thereon in accordance with Special Condition (35)(a) of the Government Grant;

**“Private  
Recreational Areas  
and Facilities”**

means the recreational areas and recreational facilities and facilities ancillary thereto (including but not limited to the Club House) as are approved by the Director pursuant to the provisions of Special Condition No.(30) of the Government Grant which now are or may at any time during the Term be provided for the common use and benefit of the residents of the Residential Development and their bona fide visitors;

**“Public Carpark”**

means the fee-paying carpark for public use constructed or to be constructed within the Land in such manner, with such materials and to such standard, levels, alignment and designs as may be required or approved by the Director in accordance with Special Condition (42)(a) of the Government Grant forming part of the Commercial Development;

**“Residential Car  
Park Common  
Areas”**

means those parts of the Car Park intended for the common use and benefit of the Owners, occupiers and licensees of the Car Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees including, but not limited to, all accessory areas, circulation passages, void spaces, entrances, ramps, driveways and, in so far as they are capable of being shown on plans, as shown for the purpose of identification only coloured Indigo on the plans annexed hereto;

**“Residential Car  
Park Common  
Services and  
Facilities”**

means those services and facilities in on or under the Car Park and which serve the Car Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees including, but not limited to, plant and machinery, electrical installations, fittings and equipment, barriers, guard houses, collection booths and water supply apparatus and the Common EV Facilities;

**“Residential  
Common Areas”**

means those parts of the Residential Development intended for the common use and benefit of the Owners of the Residential Development and not for the sole benefit of any Owner of a Residential Unit, including but not limited to , greenery areas (other than the Commercial Greenery Areas), areas for installation or use of aerial broadcast distribution or telecommunications network facilities, transfer plates, residential entrance lobbies, residential shuttle lift lobbies from 1st Floor to 3rd Floor of the Development, staircases, landings, parts of the Pedestrian Link, corridors and passages, refuge floors and acoustic fins, lift shafts, plant and equipment rooms, common corridors and lift lobbies of the Towers, refuse rooms, swimming pool filtration plant rooms, roofs and flat roofs, architectural features of the Towers and associated supporting beams and columns, the external walls (including non-structural prefabricated external wall, claddings, louvers, grilles and facades) of the Towers, air-conditioning platforms and all fixtures (including but

not limited to the grilles and racks) appertaining thereto , parapet walls, structural walls and columns within or appertaining to the Residential Development, the loading and unloading spaces for goods vehicles numbered RL1 to RL7 on Ground Floor as shown on the Ground Floor Plan of the plans hereto annexed, visitors' car parking spaces, Bicycle Parking Spaces, caretaker's counters, Private Recreational Areas and Facilities, pump room(s), transformer rooms, switch rooms, main telecommunication broadcast equipment rooms, telecommunication duct, fan rooms, water meter room(s), air handling unit rooms, pipe ducts, cable ducts, air duct shaft, mail boxes, lawns, water features, planters, footpaths, open spaces, and other areas designated for the benefit of the Residential Development but excluding anything contained in the Estate Common Areas , the Residential Car Park Common Areas and the Residential/Residential Car Park Common Areas and for the purpose of identification only as shown (where possible or capable of being shown) coloured Yellow Hatched Black (representing greenery areas which are accountable for greenery area calculation required under the sustainability design development guidelines issued by the Building Authority and forming part of the area landscaped pursuant to Special Condition No.(24) of the Government Grant) and Yellow on the plans annexed hereto;

**“Residential  
Common Services  
and Facilities”**

means those services and facilities constructed or installed or to be constructed or installed in on or under the Development and which serve the Residential Development and not for the sole benefit of any Owner of a Residential Unit including but not limited to, EV Facilities for Visitors' Car Parking Spaces, aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire-fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in the Estate Common Services and Facilities, the Residential Car Park Common Services and Facilities and the Residential/Residential Car Park Common Services and Facilities;

**“Residential  
Development”**

means those parts of the Development constructed or to be constructed in accordance with the Approved Plans for residential use;

**“Residential/  
Residential Car  
Park Common  
Areas”**

means those parts of the Development intended for the common use and benefit of the Owners , occupiers and licensees of the Residential Development and the Owners, occupiers and licensees of the Car Parking Spaces but excluding the Estate Common Areas, the Residential Common Areas and the Residential Car Park Common Areas and, in so far as they are capable of being shown on plans, as shown for the purpose of identification only coloured Orange on the plans annexed hereto;

<b>“Residential/ Residential Car Park Common Services and Facilities”</b>	means those services and facilities in on or under the Development and which serve the Residential Development and the Car Parking Spaces but excluding anything contained in the Estate Common Services and Facilities, the Residential Common Services and Facilities and the Residential Car Park Common Services and Facilities;
<b>“Residential Unit”</b>	means a Unit in the Residential Development;
<b>“Schedule of Works and Installations”</b>	means a schedule of the Works and Installations which include but not limited to the items as set out in the Fourth Schedule hereto and as may from time to time be amended or revised in accordance with the provisions of this Deed;
<b>“Shares”</b>	means the 79,000 equal undivided shares of and in the Land and the Development, each a <b>“Share”</b> ;
<b>“Slope and Retaining Structures”</b>	means all slopes, slope treatment works, retaining walls, supports, foundations, drainage works and other structures within or outside the Land, if any, the maintenance of which is the liability of the Owners under the Government Grant or this Deed;
<b>“Slope Maintenance Manual”</b>	means the maintenance manual for the Slope and Retaining Structures (if any) prepared in accordance with ‘Geoguide 5 -- Guide to Slope Maintenance’ issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and approved by the relevant government departments;
<b>“Special Fund”</b>	means the Special Fund established pursuant to Clause 2(a) of Section J of this Deed;
<b>“Sub-Deed of Mutual Covenant”</b>	means any sub-deed of mutual covenant or sub-sub-deed of mutual covenant which may be entered or to be entered into by any Owners after obtaining the approval of the Director in respect of any part of the Land and the Development;
<b>“Term”</b>	means the term of 50 years commencing from 19 <sup>th</sup> April 2012 and expiring on 18 <sup>th</sup> April 2062 created by the Government Grant;
<b>“Tower”</b>	means a tower block constructed as part of the Residential Development;
<b>“Unit”</b>	means a part of the Development the exclusive use and enjoyment of which has been or is intended to be assigned to an Owner including, except as expressly provided otherwise herein, the internal plaster and other internal covering of the external walls and the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas enclosing a Unit, the internal walls within a Unit, in the case of non-structural Party Wall only up to the mid point of such Party Wall, in case of structural Party Wall only the plaster and

covering of the internal surface of the Party Wall, all internal walls (but in the case of a Party Wall only up to the mid point of it), the finishes (but not any other part) of ceilings and floors, the concrete slabs of bay window, the glass and metal balustrades, the frames and glass of windows, whether openable or non-openable and appertaining to a Unit and Noise Mitigation Measures (if any) forming part of and/or serving exclusively the Unit;

**“Utility Platform”**

means each of the utility platforms forming part of a Residential Unit and for the avoidance of doubt includes the glass, metal grilles and balustrades and other materials enclosing the utility platform and the handrails thereof and the plaster of and the finishes of the ceiling of the utility platform and the lamp(s) and other fixtures (including but not limited to any suspended ceiling) (if any) at the utility platform; and

**“Works and Installations”**

means the major works and installations in the Development (whether forming part of the Common Areas and the Common Services and Facilities or not) requiring regular maintenance on a recurrent basis.

## SECTION C

### RIGHTS OF OWNERS

#### **Rights attaching to Shares**

1. Each Share shall during the residue of the Term and any renewal thereof and subject to the covenants and terms contained in the Government Grant and in this Deed, be held by the person or persons from time to time entitled thereto together with the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in Part I of the First Schedule hereto and the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule but subject to the exceptions and reservations set out in Part II of the Second Schedule and subject also to the Building Rules and Fitting Out Rules as mentioned under Section K of this Deed.

#### **Sub-Deeds of Mutual Covenant and Deed Polls**

2. The First Owner shall have the right in respect of any part of the Development (excluding the Units which have been assigned by the First Owner) to enter into a Sub-Deed of Mutual Covenant, in the event of multi-ownership of that part, or in any other case a Deed Poll in respect of that part for the purpose of allocating Shares and Management Units to the Unit(s) and Shares to the Common Areas and Common Services and Facilities in that part and in the event of multi-ownership of that part to more precisely define the rights and obligations of the Owners in that part in each case subject to the prior approval of the Director to the terms of any such Sub-Deed of Mutual Covenant or Deed Poll. No Management Units shall be allocated to the Common Areas and Common Services and Facilities.

#### **Right to make additions etc.**

3. Each Owner of a Unit (other than an Owner of a Car Parking Space) shall have the right subject to this Deed or any Sub-Deed of Mutual Covenant, the Fitting Out Rules and the Building Rules and any other Government rules and statutory requirements affecting it to make or install in his own Unit at his own expense any additions, improvements, lights, fittings, fixtures or decorations which can be installed, fixed and removed without any structural alteration and without interfering with or affecting the rights of other Owners and without affecting the existing design or external appearance of the facade or elevations of any building and each such Owner shall have the right to remove the same at his own expense in the like manner Provided That the Owner(s) of the Commercial Development may affix any sign or advertisement to the external wall of the Commercial Development for so long as such external wall is owned by him/them subject to prior approval of the relevant Government authority and compliance with all Ordinance and regulations made thereunder provided that (a) it will not create any nuisance or interfere with the enjoyment and use by any Owners or occupiers of their Units; (b) the relevant Owner(s) of the Commercial Development shall be responsible for and shall indemnify the Manager and all other Owners from all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the installation, exhibition, erection, affixing, use or removal of any structure,

installation, sign, signboard, advertisement or other things by him or any defect therein or the non-repair thereof or any alteration or addition works carried out or caused to be carried out by him; and (c) any land premium, payments, compensation and other money in relation to such amendment, alteration, and variation shall be borne by the relevant Owner(s) of the Commercial Development solely.

**Right of Owners to sell or lease**

4. Subject to the provisions of the Government Grant and any Sub-Deed of Mutual Covenant (if applicable) and Clause 8 of this Section each Owner shall have the full right and liberty without reference to any other Owner or Owners or any person or persons otherwise interested in any Share or Shares in any way whatsoever and without the necessity of making such other Owner or any such other person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Share together with the benefit of and subject to this Deed Provided that notice of any sale, assignment, lease, licence or other disposal shall in every instance be forthwith on the execution thereof given to the Manager.

**Party Walls**

5. A non-structural Party Wall (other than its plaster and covering) shall be repaired and maintained at the joint expense of the Owners of the Units which the Party Wall separates.

**Rights of First Owner**

6. The First Owner shall, during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, this Deed and the Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the Development together with the appurtenances thereto and the entire rents and profits thereof save and except the First Assigned Premises.

**Rights of Purchaser**

7. The Purchaser shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, this Deed and the Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Premises together with the appurtenances thereto and the entire rents and profits thereof.

**Disposal Restrictions**

8. (a) The right to the exclusive use, occupation and enjoyment of any Unit or any part thereof shall not be sold, assigned, mortgaged, charged, leased, licensed or otherwise disposed of separately from the Share with which the same is held Provided that this provision shall not restrict (i) the leasing of any Unit for a term of less than ten (10) years or (ii) the licensing of any Unit.

(b) No Owner of a Residential Unit or a Car Parking Space shall be entitled to sub-divide or partition that Residential Unit or Car Parking Space.

(c) No Residential Unit or Car Parking Space shall be sold, assigned, mortgaged, charged, leased or disposed of except as a whole to the intent that each Residential Unit or Car Parking Space shall be owned and

occupied as a single residence or parking space, as the case may be.

- (d) The Car Parking Spaces shall not be:
  - (i) assigned except (I) together with Shares giving the right of exclusive use and possession of a Residential Unit or Residential Units, or (II) to an Owner of a Residential Unit or Residential Units; or
  - (ii) underlet except to residents of the Residential Units;

Provided that in any event not more than three in number of the total of the Car Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit.

(e) Notwithstanding sub-clause (d) above, the Car Parking Spaces may, subject to the prior written consent of the Director, be assigned or disposed of as a whole to a wholly-owned subsidiary company of the First Owner.

(f) The Owner of the Public Carpark shall not assign, mortgage, charge, part with the possession of or otherwise dispose of any portion or portions of the Public Carpark or any interest therein or enter into any agreement so to do except as a whole.



## SECTION D

### ABATEMENT OF RIGHTS

#### **Reinstatement**

If the whole or any part of the Development has been damaged by fire, typhoon, earthquake, subsidence or other causes rendering it substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Shares allocated to that damaged part(s) of the Development (excluding the Shares allocated to the Common Areas and Common Services and Facilities) may convene a meeting and decide by a resolution of not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part(s) of the Development. The resolution is to be binding upon all the Owners of the damaged part(s).

## SECTION E

### OBLIGATIONS OF OWNERS

#### **Owners to comply**

1. The Owners and the Manager shall at all times hereafter so long as they remain as Owners of any Share or Manager of the Development (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in:

- (a) the Government Grant;
- (b) this Deed; and
- (c) the Assignment.

#### **Owners to observe restrictive covenants**

2. The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule hereto.

#### **Government rent**

3. (a) Subject to the provisions of Clause 3(b) of this Section, all Owners shall be liable for payment of the Government rent in respect of the Land. The Owners of the Development shall be liable for the payment of the Government rent in respect of the Development in proportion to the respective number of Management Units for the time being vested in them.

(b) To the extent that separate demands for Government rent are raised by Government in respect of a Unit or any other distinct part of the Development, such demands shall be settled by the Owner or Owners of those parts of the Development.

(c) Without prejudice to the Owners' ultimate liability under Clause 3(a) or 3(b) of this Section the Manager shall have the right to pay the Government rent on behalf of the Owners of any part of the Development and to recover from them the amount thereof as part of the Management Charges.

#### **Rates and taxes**

4. All existing and future taxes, rates, assessments, property tax and outgoings of every description for the time being payable (Government rent excepted) in respect of any Unit or of any other part of the Development the exclusive use, occupation and enjoyment of which has been assigned to any Owner shall be borne by the Owner thereof who shall pay them directly to the appropriate authority.

#### **Utilities**

5. Charges for the supply and consumption of water, electricity, gas and other utilities in connection with any Unit shall be paid directly to the appropriate utility company or authority by the Owner of such Unit.

**Management charges**

6. Each Owner shall upon demand pay to the Manager the Management Charges in respect of any Unit owned by him, calculated in accordance with the provisions of Section J of this Deed.

**Repairs**

7. Each Owner shall at his own expense keep :

- (a) each Unit (other than a Car Parking Space) of which he is for the time being the Owner and of any other part of the Development the exclusive use, occupation and enjoyment of which has been assigned to him, and the interior, doors and windows thereof, and all the fixtures and fittings, plumbing, electrical and other installations therein or serving that Unit exclusively;
- (b) any Balcony and/or Utility Platform (if any) forming part of a Residential Unit; and
- (c) any Car Parking Space of which he is for the time being the Owner;

in good and substantial repair and condition and shall preserve and maintain the same in a manner consistent with the preservation of the Land and the Development as a high quality residential and commercial development.

**Works by Owners**

8. (a) All Owners shall apply for the Manager's consent in relation to all matters which require such consent under the terms of this Deed or any Sub-Deed of Mutual Covenant or the Fitting Out Rules or the Building Rules and shall be bound by the Manager's decision and shall comply with any terms or conditions which the Manager may impose. Where consent of the Manager is required under this Deed, such consent shall not be unreasonably withheld.

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

(c) Without prejudice to the aforesaid, all Owners shall if required by the Manager pay on demand all costs, charges and expenses (without prejudice to the generality of the foregoing, including legal costs and fees payable to professional consultants and advisers) which may be reasonably incurred by the Manager in connection with any licence or

consent required by these provisions. The Manager shall not charge the Owners any fee other than a reasonable administrative fee for processing and issuing such consent and all such fee shall be credited to the Special Fund.

**Protection of Tsuen Wan Road and its Future Extension**

9. The Owners shall at their own expense take adequate measures and in all respects to the satisfaction of the Director of Highways to protect that part of the Tsuen Wan Road and its future extension as referred to in Special Condition No.(63) of the Government Grant. The Owners shall observe all the requirements in Special Condition No.(63) of the Government Grant and all form of protective measures shall be subject to prior written approval of the Director of Highways.

**Owner to make good loss or damage**

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

**Indemnity**

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

**Appointment of Attorney**

12 For the purposes of carrying out any of the provisions of Clause 3 of Part II of the Second Schedule each Owner shall be deemed to have appointed the First Owner irrevocably as his attorney.

**Covenants in assignment**

13. When an Owner assigns his Unit, the assignment shall include the following covenants :

“The Purchaser covenants with Tsuen Wan West Cityside Property Development Limited (which expression shall include its successors and assigns (other than the Purchaser) and attorneys) (“**First Owner**”) for the purpose of enabling First Owner to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Clause 3 of Part II of the Second Schedule to the Deed of Mutual Covenant and Management Agreement dated the [            day of 20    ] relating to Tsuen Wan Town Lot No.417 (the “**Deed of Mutual**

**Covenant and Management Agreement**”) and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “**Covenanting Purchaser**”) and shall enure for the benefit of Tsuen Wan Town Lot No.417 (the “**Lot**”) and the development constructed or to be constructed thereon (save and except the Property) and be enforceable by First Owner that :-

- (a) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the First Owner under Clause 3 of Part II of the Second Schedule to the Deed of Mutual Covenant and Management Agreement and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the First Owner;
- (b) the Covenanting Purchaser shall, if required by the First Owner, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the First Owner, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the First Owner;
- (c) the Covenanting Purchaser hereby expressly and irrevocably appoints the First Owner to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the First Owner from time to time appoint) and grants unto the First Owner the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of such Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the First Owner under Clause 3 of Part II of the Second Schedule to the Deed of Mutual Covenant and Management Agreement as aforesaid and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and

grant and will ratify and confirm all that the First Owner shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity bankruptcy or winding up (as the case may be) of the Covenanting Purchaser; and

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

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

**Maintenance of Slopes and Retaining Walls**

14. The Owners shall at their own expense, maintain, repair and carry out such works as are necessary in relation to the Slope and Retaining Structures (if any) for the purpose of complying with the provisions of the Government Grant and in accordance with “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office of the Civil Engineering Department (as amended or substituted from time to time) and the Slope Maintenance Manual (if any) prepared in accordance with Geoguide 5.

**Maintenance of Green Area and Green Stippled Black Area and provision of access thereto**

15. (a) The Owners shall at their own expense maintain the Green Area and Green Stippled Black Area together with any structures facilities and installations thereon or therein to the satisfaction of the Director in accordance with Special Condition No.(4)(a)(v) of the Government Grant until such time as possession of the Green Area and Green Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No.(5) of the Government Grant.

(b) The Owners shall at all reasonable times while the First Owner is in possession of the Green Area and Green Stippled Black Area permit the Government, Director, the Director of Civil Engineering and Development, the Water Authority, public utilities, their respective officers, contractors and any other persons authorized by them to enter the Land and the Green Area and Green Stippled Black Area for inspection and carrying

out works or such other purpose in accordance with Special Condition No.(7)(a) of the Government Grant.

**Government's  
access to Drainage  
Reserve and  
Owners'  
responsibilities  
over Drainage  
Reserve**

16. (a) The Owners shall provide and permit, in accordance with Special Condition No.(60)(d) of the Government Grant, the Director and his duly authorized officers, contractors and his or their workmen to have unrestricted ingress, egress and regress at all times to, from and through the Land and the Drainage Reserve with or without tools, equipment, machinery or motor vehicles for the purposes of laying, inspecting, repairing, and maintaining any drains, sewers, channels, drainage facilities and other services running across, through, within or under the Drainage Reserve throughout the Term of the Government Grant.

(b) No Owner shall place within the Drainage Reserve any object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the drains, sewers, channels, drainage facilities and all other services running across through or under the Drainage Reserve.

**First Owner's  
liability for  
Management  
Charges**

17. (a) The First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units in the Development and Shares in the Development unsold.

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

**No conversion of  
Common Areas**

18. (a) Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to this Deed, no Owner may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Owners Committee has been obtained. Any payment received for the approval shall be credited to the relevant Special Fund as provided in Clause 2 of Section J.

(b) Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to this Deed and the provisions as herein contained, no Owner may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at a meeting of the Owners of the Development convened under this Deed or at a meeting of the Owners of the relevant part of the Development convened under this Deed or the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained. No Owner or the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

**Obligation of  
Owners of the Non-  
enclosed Areas**

19. (a) The Owners of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas and maintain the same in good and substantial repair and condition at its own costs and expenses and shall use the same in all respects in compliance with the Occupation Permit, the

Buildings Ordinance and such other Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region.

(b) Notwithstanding anything herein contained to the contrary, the Owners of the Non-enclosed Areas shall not enclose, cause, permit, suffer or allow the Non-enclosed Areas to be enclosed in whole or in part by any material of whatsoever kind save for the Balconies and the Utility Platforms which can only be enclosed below the parapet height thereof.

(c) For the avoidance of doubt, the Balconies and the covered areas beneath the Balconies and the Utility Platforms and the covered areas underneath the Utility Platforms must not be enclosed above safe parapet height other than as under the Approved Plans.

**Maintenance of ground anchors (if any)**

20. The Owners shall, at their own expense, be responsible for carrying out regular maintenance and regular monitoring of any prestressed ground anchors (if any) that are installed within the Land throughout their service life to the satisfaction of the Director and supply to the Director of such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require in compliance with Special Condition No.(56) of the Government Grant.

**Maintenance of completed Pedestrian Link, Pedestrian Walkway and Covered Footbridges**

21. (a) The Owners of the Residential Development shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link which form parts of the Residential Common Areas in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition No.(34)(c) of the Government Grant.

(b) The Owners of the Commercial Development shall, at their own expense, be responsible for managing and maintaining parts of the completed Pedestrian Link which form parts of the Commercial Development, the Pedestrian Walkway and the Covered Footbridges in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c), (35)(a) and (36)(e) of the Government Grant respectively.

**Obligations of Owners of Residential Units with open kitchen**

22. The Owners of any Residential Unit with open kitchen shall at his sole cost and expense:

- (a) observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall ensure his tenants and other occupiers of his Residential Unit to observe and comply with the same; and



- (b) repair, maintain, replace and keep in good repair and condition the equipment apparatus and facilities including the fire fighting and protection installations, smoke detector, fire alarm, sprinkler systems, sprinkler heads, automatic fire detection devices so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other Units.

**Operation and Maintenance of the Public Carpark**

23. The Owner of the Public Carpark shall after its completion at his own expenses open and operate the Public Carpark and throughout the Term continue to operate and manage and maintain the Public Carpark and its associated structures in good and substantial repair and condition at all times on a scale, in a manner and in all respects to the satisfaction of the Director and in accordance with all Ordinances, any regulations made thereunder and any amending legislation.

**Ownership and maintenance of Non-Common EV Facilities**

24. Each Owner of the EV Car Parking Space shall at his own cost and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities serving his EV Car Parking Space exclusively and the ownership of all such facilities shall belong to him. Each Owner of the EV Car Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.

**Compliance with Ordinances, etc. in respect of Non-Common EV Facilities**

25. Each Owner of EV Car Parking Space shall at his own costs and expense at all times:-

- (a) observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by the Environment Bureau or the Engineering and Mechanical Services Department or all other Government authorities from time to time and all the Building Rules (if any) as may be made by the Manager from time to time in relation to the installation, use, operation, maintenance, repair and/or replacement of the Non-Common EV Facilities or any part thereof serving his EV Car Parking Space exclusively including but not limited to any other works to be carried out thereat and control of the consistent appearance of the Non-Common EV Facilities;
- (b) take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his EV Car Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

- (c) indemnify the Owners or occupiers of the other Units for his failure to observe or comply with the provisions of this Clause.

**Compliance with Ordinances, etc. in respect of Noise Mitigation Measures**

26. (a) The Owners of any Residential Unit with any Noise Mitigation Measures serving or belonging to their particular Residential Unit exclusively shall at their own cost and expense keep and maintain such Noise Mitigation Measures in good repair and substantial repair and condition and if any repair or replacement of such Noise Mitigation Measures are required, the design, specification and use of materials thereof shall comply with the design and specification approved by the Director of Environmental Protection and shall also be subject to such guidelines and/or specifications and/or prescribed design as may be adopted or issued by the Manager from time to time Provided That no repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval and to be carried out by contractors approved by the Manager.

(b) All Owners shall observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by any Government authorities from time to time in relation to use or maintenance or operation of the Noise Mitigation Measures and no Owners shall do or permit any act or thing to be done which may in any way damage or affect the Noise Mitigation Measures.

**Removal and re-fixing grilles (if any) appertaining to air-conditioning platforms**

27. The Owner of any Residential Unit shall, in replacing his air conditioners or carrying out any work to his air-conditioners, be responsible for removing the grilles (if any) appertaining to the air-conditioning platforms serving his Residential Unit and, upon completion of such replacement or works, re-fixing such grilles at his own cost to the satisfaction of the Manager and in accordance with the Building Rules, Fitting Out Rules, any related Ordinances and regulations made thereunder and any direction as the Manager may issue from time to time Provided That reasonable prior written notice of the removal and re-fixing of such grilles shall be given to the Manager and Provided Further that such Owner shall at his own cost make good any damage which may be caused to any parts of the Common Areas and the Common Services and Facilities as a result of such works and indemnify the Manager and the other Owners of any loss or damage or claims which the Manager and/or the other Owners may suffer as a result thereof. For the avoidance of doubt, subject to the aforesaid responsibility of the Owners of the Residential Units, the maintenance obligation of such grilles rests with the Manager.

**Obligations of the Owner(s) of the Commercial Development**

28. (a) Before the Commercial Development falls into multi-ownership, the Owner of the Commercial Development shall allow its tenants, licensees, occupiers and their visitors, guests and invitees to have free access to and

enjoy the Commercial Greenery Areas at all reasonable times without any charges or fees.

(b) In the event of multi-ownership of the Commercial Development, the Owners of the Commercial Development shall enter into a Sub-Deed of Mutual Covenant for the purpose of allocating Shares and Management Units to the Unit(s) in the Commercial Development and Shares to the Commercial Common Areas and the Commercial Common Services and Facilities, to appoint a manager of the Commercial Development and to more precisely define the rights and obligations of the Owners of the Commercial Development in each case subject to the prior approval of the Director to the terms of any such Sub-Deed of Mutual Covenant. Without prejudice to and without limiting the generality of the power of the Director to approve the Sub-Deed of Mutual Covenant, the Commercial Greenery Areas and the loading and unloading spaces provided pursuant to Special Condition No.(46)(a)(ii) of the Government Grant and designated for use by the Commercial Development shall be designated as part of the Commercial Common Areas under the Sub-Deed of Mutual Covenant of the Commercial Development.

## SECTION F

### MEETINGS OF THE OWNERS OF THE DEVELOPMENT

**Meetings of the Owners**

1. From time to time as occasion may require there shall be meetings of the Owners of the Development to discuss and decide matters concerning the Development as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Development shall be as is determined by the Owners of the Development.

**Annual Meeting**

2. (a) The Manager shall convene a meeting of the Owners of the Development the first such meeting is to be convened within nine months of the date of this Deed (and to call further and subsequent meetings if required), which meeting must elect and appoint a Chairman and the members of the Owners Committee or must appoint a management committee for the purpose of forming the Owners Corporation under the Building Management Ordinance.

(b) One such meeting, to be known as the Annual Meeting, shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section J of this Deed) for the purposes of receiving the Manager's report and an income and expenditure account and balance sheet for the previous financial year, and transacting any other business of which due notice is given in the notice convening the meeting.

**Convening of Meeting**

3. A meeting of Owners of the Development may be validly convened by:

- (a) the Owners Committee;
- (b) the Manager; or
- (c) an Owner appointed to convene such a meeting by the Owners of the Development of not less than 5% of the Shares attributable to the Development in aggregate.

**Notice**

4. The person convening the meeting of Owners of the Development shall at least 14 days before the date of the meeting give notice of the meeting to each Owner entitled to attend. The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting may be given:

- (a) by delivering it personally to the Owner;
- (b) by sending it by post to the Owner at his last known address; or

(c) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

**Quorum**

5. (a) No business shall be transacted at any meeting unless a quorum is present.

(b) 10% of the Owners of the Development present in person or by proxy shall be a quorum at any meeting. For the purpose of this sub-clause, the reference to "10% of the Owners" shall be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Shares into which the Development is divided and not be construed as the Owners of 10% of the Shares.

**Chairman**

6. A meeting of the Owners of the Development shall be presided over by the Chairman of the Owners Committee or, if the meeting is convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting.

**Minutes**

7. The Chairman shall cause the Manager to keep a record of the persons present at the meeting and the proceedings thereof.

**Voting**

8. (a) Votes may be given either personally or by proxy.

(b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and shall be 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 appointing a proxy shall be lodged with the Chairman of the Owners Committee or, if the meeting is convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting at least 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.

(c) Every Owner present in person or by proxy and entitled to vote shall have one vote for each Share of which he is the Owner. In the case of Owners who together are entitled to one such Share, such Owners shall jointly have one vote for each such Share owned by them and the vote in respect of that Share may be cast (i) by a proxy jointly appointed by the co-Owners, or (ii) by a person appointed by the co-Owners from amongst themselves, or (iii) if no appointment has been made under (i) or (ii) above, then either personally or by proxy by one of the co-Owners, and, in case of any meeting where more than one of the co-Owners seeks to cast a vote in respect of that Share, only the vote that is cast, in person or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Share in the register kept in the Land Registry shall be treated as valid.

(d) In the case of equality of voting the Chairman shall have a second or casting vote.

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

(f) For the avoidance of doubt, there shall not be any votes attaching to Shares allocated to the Common Areas and the Common Services and Facilities. Nor shall such Shares be taken into account for the purpose of counting a quorum of any meeting. The Manager shall not be entitled to vote as trustee of the relevant Owners of the Shares allocated thereto at any meeting of the Owners whether under this Deed, the Building Management Ordinance or otherwise.

**Resolutions binding on Owners**

9. (a) Any resolution on any matter concerning the Development, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners of the Development present in person or by proxy and voting shall be binding on all the Owners PROVIDED that:-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided; and
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute.

(b) A resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out but no such resolution shall invalidate any prior act of the Manager which would have been valid had that resolution not been passed.

**Accidental omission of notice**

10. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting and any resolution passed thereat.

**Resolutions requiring special majority**

11. Notwithstanding the provisions of Clause 9 of this Section, no resolution in respect of the matters referred to in Section D or Clause 2(b) of

Section H of this Deed shall be valid unless passed by the majorities specified therein.

## SECTION G

### OWNERS COMMITTEE

#### **Function and power of the Committee**

1. (a) There shall be an Owners Committee formed in accordance with this Section G.

(b) The function of the Owners Committee shall be to :

- (i) represent the Owners in all dealings with the Manager;
- (ii) discuss issues relating to the maintenance and management of the Common Areas and the Common Services and Facilities and make known to the Manager its views;
- (iii) exercise any statutory rights or duties given to it pursuant to the Building Management Ordinance;
- (iv) exercise any power, discretion or duty given to it pursuant to this Deed;
- (v) call a meeting of Owners for the purpose of either incorporation of the Owners pursuant to the Building Management Ordinance or, in the event of the resignation or termination of the appointment of the Manager from time to time appointed pursuant to this Deed, approving the appointment of replacement Manager under this Deed.

#### **Number of members**

2. (a) At the first meeting of Owners held pursuant to Section F of this Deed and at each subsequent Annual Meeting, the Owners shall elect the members of the Owners Committee.

(b) The Owners Committee shall consist of not more than 11 members.

(c) The members of the Owners Committee shall be made up of :-

- (i) 1 member from each Tower as representatives of the Residential Development;
- (ii) 1 member as representative of the Car Park; and



- (iii) 3 members as representatives of the Commercial Development.

**Quorum**

3. (a) A quorum for meetings of the Owners Committee shall comprise one half of its members (rounded up to the nearest whole number) from time to time or three such members whichever is the greater.

(b) Provided a quorum as described under sub-clause (a) above exists, the Owners Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below the maximum allowed under Clause 2(b) above or that for any reason less than the maximum allowed number of members as referred to in Clause 2(b) of this Section G are elected in the manner herein provided.

**Eligibility for appointment**

4. The following persons shall be eligible for election and appointment to the Owners Committee:-

- (a) any Owner (including any one of two or more co-Owners);
- (b) the duly authorised representative provided that such authorization shall be in writing addressed to the Owners Committee and may be revoked at any time on notice in writing given to the Owners Committee, in his place, of any Owner, being:
  - (i) the representative of such Owner which is a corporate body; or
  - (ii) the husband, wife or adult family member of such Owner provided such husband, wife or adult family member resides in or occupies such Owner's Unit.

PROVIDED THAT only Owners of the relevant part of the Development or their representatives shall be eligible for election and appointment as representatives of the relevant part of the Development to the Owners Committee PROVIDED FURTHER THAT a person is not eligible to be appointed as a member of the Owners Committee if he (a) is an undischarged bankrupt at the time of the appointment or has, within the previous 5 years, either obtained a discharge in bankruptcy or entered into a voluntary agreement within the meaning of the Bankruptcy Ordinance (Cap.6) with his creditors, in either case without paying the creditors in full; or (b) has, within the previous 5 years, been convicted of an offence in Hong Kong or any other place for which he has been sentenced to imprisonment, whether suspended or not, for a term exceeding 3 months without the option of a fine.

**Election of members**

5. (a) The first members of the Owners Committee shall be elected at a meeting of the Owners of the Development convened by the

Manager as soon as practicable within nine (9) months from the date of this Deed.

(b) The members of the Owners Committee shall be elected by the Owners of the relevant part of the Development for whom such members represent. For the avoidance of doubt, so long as the Commercial Development is owned by a single Owner, the members of the Owners Committee representing the Commercial Development shall be appointed by the Owner of the Commercial Development who may remove and replace the representatives from time to time as the Owner of the Commercial Development shall see fit Provided that notice of removal and replacement shall be given to the Owners Committee.

(c) The Owners Committee may co-opt any eligible person to fill any casual vacancy.

## **Officers**

6. (a) The officers of the Owners Committee shall comprise:-

- (i) a Chairman;
- (ii) a Secretary; and
- (iii) such other officers (if any) as the Owners Committee may from time to time elect.

(b) All casual vacancies in the officers shall be filled by election or appointment by the members of the Owners Committee from among them as they may from time to time determine.

(c) A meeting of the Owners Committee shall be presided over by:

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

## **Tenure of office**

7. (a) Members of the Owners Committee shall hold office until the Annual Meeting of Owners of the Development next following their appointment or election provided that if the office of the retiring members or any of them is not filled, or if in any year no Annual Meeting is held, such members or member shall continue in office until the next Annual Meeting.

(b) Retiring members of the Owners Committee shall be eligible for re-election or re-appointment as appropriate.

(c) A member of the Owners Committee shall nevertheless cease to hold office if :

- (i) he resigns by notice in writing to the Owners Committee;
- (ii) he ceases to be eligible;
- (iii) his authority is revoked by the Owner(s) he represents;
- (iv) he, or the Owner(s) he represents, becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty;
- (v) he becomes incapacitated by physical or mental illness;
- (vi) he, or the Owner(s) he represents, has defaulted in paying his contribution towards the Management Charges and fails to rectify such default within 7 days from the date of warning notice in writing given by the Manager;
- (vii) he, or the Owner(s) he represents, fails to observe and perform the provisions of this Deed and, if such breach is remediable, fails to rectify such breach within such time as prescribed by the Manager in writing addressed to such Owner.

(d) Any one or more members of the Owners Committee may be removed from office by a resolution of the Owners of Units in the relevant part of the Development which he represents at an Extraordinary Meeting convened for the purpose in the same manner as is provided for a meeting of the Owners in Section F of this Deed and at any such Meeting, new members of the Owners Committee may be appointed in the place of those removed from office.

**Votes of members**

8. In respect of a vote at the Owners Committee meeting, members of the Owners Committee shall be entitled to one vote each at Committee meetings and resolutions shall be passed by a simple majority of those present in person and voting. In the case of equality of votes the Chairman shall have a second or casting vote.

**Power to make rules**

9. The Owners Committee shall have full power to determine where, when and how often it shall meet and to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or by-law shall be contrary to or inconsistent with the provisions of this Deed.

**Manager to be invited**

10. The Owners Committee shall invite the Manager to any meeting called by giving the Manager at least seven (7) days' prior notice in writing of the date, time and place of the meeting and the matters to be discussed.

**Power to call meeting**

11. The Chairman, any two members of the Owners Committee or the Manager may at any time convene a meeting of the Owners Committee provided that the person or persons convening the meeting of the Owners Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners Committee. The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting may be given:

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

## SECTION H

### APPOINTMENT AND REMUNERATION OF THE MANAGER

#### Appointment of the Manager

1. (a) [ ] shall be appointed and hereby accepts appointment as the Manager of the Development to manage and provide services in respect of the whole of the Development in accordance with the provisions of, and on the terms and conditions set out in this Deed. For the avoidance of doubt, all the provisions contained in the Building Management Ordinance in relation to “DMC manager” and/or “manager” as defined in the Building Management Ordinance, including but not limited to the provisions contained in Schedule 7 and Schedule 8 to the Building Management Ordinance, shall be applicable to the Manager appointed under this Deed and any subsequently appointed Manager.

(b) [ ] in its capacity as Manager shall have the right to delegate or subcontract on such terms and conditions as it shall in its discretion deem fit and without the consent of the Owners any or all of its powers, rights and responsibilities under this Deed and in case of such delegation or sub-contract, all acts and deeds done or caused to be done by the delegatee or sub-contractor shall be valid and binding on the Owners and such delegatee or sub-contractor shall remain responsible to the Manager who shall remain responsible for the management and control of the Development.

(c) Subject to the provisions of the Building Management Ordinance and the provisions for termination hereinafter contained, such appointment shall be for an initial period of 2 years commencing from the date of this Deed (“**the initial period**”).

(d) If and when the said appointment of [ ] or the appointment of such other person, firm or company as herein provided is terminated, the Owners, acting through the Owners Committee in accordance with the provisions in that behalf contained in Section G of this Deed, may appoint such other person, firm or company as they may decide to be the Manager.

#### Termination of appointment

2. (a) The Manager may terminate its appointment at any time by giving not less than three months’ notice in writing to the Owners Committee or where there is no Owners Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development. Where there is no Owners Committee, the notice referred to in this sub-clause may be given:

- (i) by delivering it personally to the Owner; or
- (ii) by sending it by post to the Owner at his last known address; or
- (iii) by leaving the notice at the Owner’s Unit or

depositing the notice in the letter box for that Unit.

(b) Prior to the formation of the Owners Corporation, the Owners Committee may at any time terminate the appointment of the Manager without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by the Owners of the Development of not less than 50% of the Shares in aggregate passed at a duly convened meeting pursuant to Section F of this Deed and by giving not less than three months' notice in writing.

(c) Subject to sub-clause (f) of this Clause, at a general meeting convened for the purpose, the Owners Corporation may, by a resolution:

- (i) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (ii) supported by the Owners of not less than 50% of the Shares in aggregate,

terminate by notice the appointment of the Manager without compensation.

(d) A resolution under sub-clause (c) of this Clause shall have effect only if:

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

(e) The notice and the copy of the resolution referred to in sub-clause (d)(iv) of this Clause may be given:

- (i) by delivering them personally to the Manager; or

(ii) by sending them by post to the Manager at his last known address.

(f) For the purposes of sub-clause (c) of this Clause:

(i) only the Owners of Shares who pay or who are liable to pay the Management Charges relating to those Shares shall be entitled to vote;

(ii) the reference in sub-clause (c)(ii) of this Clause to “the Owners of not less than 50% of the Shares in aggregate” shall be construed as a reference to the Owners of not less than 50% of the Shares in aggregate who are entitled to vote.

(g) If a contract for the appointment of a manager other than the Manager contains no provision for the termination of that manager’s appointment, sub-clauses (c), (d), (e) and (f) of this Clause shall apply to the termination of that manager’s appointment as they apply to the termination of the Manager’s appointment.

(h) Sub-clause (g) of this Clause operates without prejudice to any other power there may be in a contract for the appointment of the manager other than the Manager to terminate the appointment of that manager.

(i) If a notice to terminate the Manager’s appointment is given under this Clause:

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

(ii) if no such appointment is approved under sub-clause (i)(i) of this Clause 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.

(j) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners Corporation has appointed a Manager under sub-clause (i)(ii) above, the Owners Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under sub-clause (i)(ii) above that may otherwise render that person liable for a breach of that undertaking or agreement.

(k) This Clause is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that section.

**Delivery of books  
and bank accounts**

3. (a) Subject to sub-clause (b) of this Clause, if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners Committee or the Manager appointed in its place any movable property in respect of the control, management and administration of the Development that is under its control or in its custody or possession, and that belongs to the Owners Corporation (if any) or the Owners.

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

(i) prepare :

- (1) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ended; and
- (2) a balance sheet as at the date his appointment ended;

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

(ii) deliver to the Owners Committee or the Manager appointed in his place any books or records of account, papers, documents and other records which are required for the purposes of sub-clause (b)(i) of this Clause and have not been delivered under sub-clause (a) of this Clause.

**The Manager's  
Remuneration**

4. (a) The Manager shall be entitled to charge a monthly fee as remuneration for the performance of its duties hereunder, such fee to be payable in advance on the first day of each calendar month by way of deduction from the Management Charges collected as provided in this Deed.

(b) (i) The amount of such remuneration shall be fixed at



10% of the expenditure referred to in Clause 1 of Section J of this Deed incurred by the Manager in any financial year in the management of the Development (exclusive of Government rent and the Manager's Remuneration). No variation of the percentage of the Manager's Remuneration mentioned above may be made except with approval by a resolution of Owners at a meeting of the Owners of the Development.

- (ii) For the purpose of calculating the Manager's Remuneration, the total expenditure necessarily and reasonably incurred in the management of the Development shall exclude the Manager's Remuneration and any capital expenditure or expenditure drawn out of the Special Fund provided that subject to the approval by a resolution of Owners at a meeting of the Owners of the Development convened under this Deed, any capital expenditure or expenditure drawn out of the relevant Special Fund (exclusive of the Manager's Remuneration in respect of such expenditure) may be included for calculating the Manager's Remuneration at the rate specified in sub-clause (b)(i) of this Clause or at any lower rate as considered appropriate by the Owners. Capital Expenditure shall mean expenditure of a major non-recurrent nature.

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

**Manager as Agent**

5. Subject to the provisions of the Building Management Ordinance, the Manager is appointed to act as agent for and on behalf of all the Owners duly authorised in accordance with the provisions of this Deed.

**Owners Corporation**

6. Notwithstanding anything contained in this Deed, during the existence of an Owners Corporation in respect of the Development under the Building Management Ordinance as amended or varied from time to time or any legislation replacing the Building Management Ordinance, the general meeting of the Owners Corporation convened under the Building Management Ordinance 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.

**Manager as Owner**

7. Where the Manager is at any time also an Owner of a Unit the Manager shall be obliged in its capacity as Owner to observe and perform the terms and conditions of this Deed in the same way as all other Owners and shall be entitled to exercise the same powers as all other Owners.

## SECTION I

### POWERS AND DUTIES OF THE MANAGER

#### **Authority and duties of the Manager**

1. (a) Subject to the provisions of the Building Management Ordinance and subject to as provided in this Deed, the Manager shall have the authority to do all such acts and things as may be necessary or requisite for the management of the Development and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely :-

- (i) To employ and to dismiss accountants, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Development.
- (ii) To demand and receive from each Owner in accordance with the provisions of Section J of this Deed the Management Charges which shall without prejudice to any other remedy available hereunder be recoverable by the Manager by civil action and the defaulting Owner shall not be entitled to dispute the right of the Manager to sue and recover unpaid Management Charges.
- (iii) To pay the Government rent in respect of the Development on the Owners' behalf in accordance with the provisions of Clause 3 of Section E of this Deed.
- (iv) (01) (Unless otherwise directed by the Owners Corporation) To keep the Common Areas and the Common Services and Facilities insured in the full new reinstatement value thereof (plus a sum to cover demolition and clearance costs and architects', surveyors' and engineers' rebuilding fees) against loss or damage of or to the buildings and other structures comprised within the Common Areas and the Common Services and Facilities against the Insured Risks;

- (02) if the Manager shall think fit, to procure block insurance for the entire Development including those areas which are not the Common Areas in the full new reinstatement value thereof (plus a sum to cover demolition and clearance costs and architects', surveyors' and engineers' rebuilding fees) against loss or damage of or to the buildings and other structures comprised within the Development against the Insured Risks;
- (03) (unless otherwise directed by the Owners Corporation) to keep the Common Areas and the Common Services and Facilities or if the Manager shall think fit the whole Development insured against third party, property owners' liability, public liability, occupiers' liability and/or any other similar liability; and
- (04) (unless otherwise directed by the Owners Corporation) to keep the Common Areas and the Common Services and Facilities or if the Manager shall think fit the whole Development insured against employers' liability in respect of the staff and/or the Manager's employees engaged in the management of the Development provided always if all or any of the staff and/or Manager's employees are not employed exclusively for the management of the Development the premium payable on the requisite policies shall be apportioned accordingly;

with a reputable insurance company or companies and, in respect of (03) and (04) above, with such limit or limits of indemnity as the Manager shall deem fit and to take out the requisite policies and to pay all premiums required to keep such policies in force.

- (v) To make suitable arrangements for the supply of fresh and flushing water and electricity and any

other utilities or services to or for the Development.

- (vi) To arrange for the supply, erection, maintenance, renewal and replacement of building name and directional signage and directory boards in the Common Areas.
- (vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Development and the external elevations, external walls (other than any external walls assigned to an Owner) and roof(s) and flat roofs thereof, and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant, allocated to any Owner.
- (viii) To carry out any works to the Development which the Manager considers necessary for the enhancement, renovation or improvement of the Development provided that the Manager shall not effect any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget of the Development except with the prior approval by a resolution of the Owners of the Development at a meeting of the Owners of the Development convened under this Deed.
- (ix) To maintain and keep in good and substantial repair and condition the Common Areas.
- (x) To arrange for the cleaning and lighting of the Common Areas.
- (xi) To maintain and keep in good repair and condition the Common Services and Facilities and to replace or renew any parts that may need replacement or renewal.
- (xii) To maintain the fire protection and fire-fighting systems, equipment and apparatus upon the Development and in particular the automatically activated emergency lighting system providing emergency lighting for the staircases in accordance with the Code of Practice for

Minimum Fire Service Installations and Equipment and to comply with all requirements of the Fire Services Department and generally so far as may be possible at all times to maintain the Development safe from fire.

- (xiii) To engage suitable qualified personnel to inspect maintain, repair and keep in good substantial repair and condition, and carry out any necessary works in respect of the Slope and Retaining Structures (if any) which are required to be maintained by the Owners of the Land pursuant to the provisions of the Government Grant and in accordance with “Geoguide 5 - Guide to Slope Maintenance” published by the Geotechnical Engineering Office of the Civil Engineering Department as amended or replaced from time to time, the Slope Maintenance Manual (if any) and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the slope, retaining walls and related structures Provided that the aforesaid right of the Manager may also be exercised by the Owners Corporation Provided further that the Manager shall not be personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners of the Land if having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the relevant Owners.
- (xiv) To uphold, manage, maintain, clean or repair all those areas whether within or outside the boundary of the Land and the structures and services installed and provided thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land are required to uphold, manage, maintain, clean or repair the same under the conditions of the Government Grant (except where the relevant obligation is required to be performed and observed by KCRC as the original grantee of the Land and/or the First Owner as the assignee of KCRC only excluding its assigns under the Government Grant).
- (xv) To permit the Director, the Director of Civil Engineering and Development, the Government and public utilities company and the officer of

Water Authority and their authorized persons, officers and contractors to enter into the Land and the Green Area and Green Stippled Black Area and provide access for the ingress, egress and regress to, from and through the Land and the Green Area and Green Stippled Black Area as may be required for the purpose of inspecting, checking, supervising and carrying out any works in relation to the laying and maintenance of all pipes, wires, conduits, cable ducts and other conducting media and ancillary equipment, forming public roads, structures thereon or therein and waterworks installation or for the purpose of the operation, maintenance, repairing, replacement and alteration of such works within the Green Area and Green Stippled Black Area.

- (xvi) To provide such security guards, watchmen and caretakers and to provide and maintain such security systems, equipment and apparatus as the Manager deems necessary and generally so far as may be possible at all times to maintain security on and in the Development.
- (xvii) To manage, control and supervise the use and operation of the Private Recreational Areas and Facilities, to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto provided that all fees and income which form part of the management fund shall be applied by the Manager towards the management repair, maintenance and improvement of the respective facilities.
- (xviii) To manage and control the visitors car parking and loading and unloading areas and spaces forming part of the Common Areas for the benefit and use of the Owners and their bona fide guests visitors or invitees (as the case may be).
- (xix) To prevent any person from altering or injuring any part of the structure or fabric or external appearance of any building erected on or in the Development and to remove any structure or installation, plant or equipment, aerial or any other fixture, sign or advertisement or any other thing whatsoever which contravenes the terms of

this Deed and to demand and receive from the Owner by whom such thing as aforesaid was erected or installed the costs and expenses of such removal Provided That the Owner(s) of the Commercial Development may affix any sign or advertisement to the external wall of the Commercial Development for so long as such external wall is owned by him/them subject to prior approval of the relevant Government authority and compliance with all the relevant Ordinances and regulations made thereunder provided that (I) it will not create any nuisance or interfere with the enjoyment and use by any Owners or occupiers of their Units; (II) the relevant Owner(s) of the Commercial Development shall be responsible for and shall indemnify the Manager and all other Owners from all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the installation, exhibition, erection, affixing, use or removal of any structure, installation, sign, signboard, advertisement or other things by him or any defect therein or the non-repair thereof or any alteration or addition works carried out or caused to be carried out by him; and (III) any land premium, payments, compensation and other money in relation to such amendment, alteration, and variation shall be borne by the relevant Owner(s) of the Commercial Development solely.

- (xx) To prevent any person from overloading the floors or lifts or electrical installations of or in any building erected on or in the Development.
- (xxi) To prevent obstruction of any of the Common Areas.
- (xxii) To prevent any decaying, noisome, noxious or other refuse matter or excrement from being deposited on or in the Development or any part thereof (other than at the refuse collection points provided for such purpose) and to remove any refuse and arrange for its disposal at regular intervals and to maintain either on or off site refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.



- (xxiii) To prevent the carrying out of any building works, foundation works or any other works on or within the Land or any part thereof which may damage or interfere with the Tsuen Wan Road and its future extension in accordance with Special Condition No.(63) of the Government Grant .
- (xxiv) To take such measures and precautions as may be required by the Director of Highways as to protect the Tsuen Wan Road and its future extension in accordance with Special Condition No.(63) of the Government Grant.
- (xxv) To use its reasonable endeavours to prevent any breach by any person on or in the Development of any provisions of the Government Grant and in the event of such a breach coming to its notice, if it considers necessary, to convene a meeting of the Owners of the Development affected by the breach in accordance with the provisions of Section F of this Deed.
- (xxvi) To liaise with the relevant Government bodies or authorities on matters concerning the Development so that the interests of the Owners and occupiers thereof are not unduly jeopardized by any public works and to make known their needs.
- (xxvii) To appoint solicitors with authority to accept service of proceedings on behalf of all the Owners of the part or parts of the Development affected.
- (xxviii) To do all things which the Manager shall in its absolute discretion deem necessary or desirable for the purposes of maintaining and, subject to prior consultation with the Owners Committee, improving the amenities of the Development for the better enjoyment or use thereof by the Owners and occupiers and their licensees.
- (xxix) To give or refuse its consent or approval to anything which requires its consent or approval pursuant to this Deed or any Sub-Deed of Mutual Covenant entered into pursuant to this Deed (such consent or approval shall not be unreasonably withheld) and to impose conditions or additional conditions relative thereto and the giving or refusing of such consent or approval and the

imposing of such conditions shall be final and conclusive and binding on the Owners provided that the grant of any consent or approval by the Manager shall not relieve an Owner from obtaining all necessary governmental consents.

- (xxx) To enforce the due observance and performance of the terms and conditions of this Deed and to take action in respect of any breach thereof including discontinuance of provision of management services to the defaulting Owners, to remedy any breach at the expense of the defaulting Owner following the expiration of reasonable notice requiring an Owner to remedy that breach (provided that the Manager shall at his own costs and expense make good all damages caused by the default of the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, agents and contractors) and the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.
  
- (xxxii) To provide appropriate and sufficient waste separation and recovery facilities including but not limited to waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. The Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored and sent for recycling. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to Owners and occupiers of the Development.
  
- (xxxiii) To make Building Rules to require the Owners and occupiers of the Development to protect the environment of the Development and to implement waste reduction, separation and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and

to implement and/or monitor proper implementation of the Noise Mitigation Measures by Owners whose Residential Units contain Noise Mitigation Measures serving or belonging to such Residential Units exclusively and to enter into the relevant Residential Units to take such measures and precautions as may be required to prevent any breach by any Owners in respect of the Noise Mitigation Measures in Residential Units.

- (xxxiii) Subject to the terms and conditions contained in the Government Grant and subject to the rights of First Owner contained in this Deed and any Sub-Deed of Mutual Covenant and the prior approval of the Owners Committee and the provisions in the Building Management Ordinance, to license or otherwise permit or grant the right to any person to have access to and to use any part of the Common Areas and Common Services and Facilities for such purpose and upon such terms and conditions as the Manager may deem fit, and subject to the additional prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed and any payment received for the approval shall be credited to the relevant Special Fund to grant licence to any person to install or affix chimneys, flues, pipes or any other structures or facilities on or within the Common Areas, and for this purpose to negotiate and enter into contracts, leases or licence agreements or arrangement with such persons on such terms as the Manager may deem fit PROVIDED THAT the Manager shall assign such contract, lease or licence agreement to the Owners Corporation if the same shall have been formed and PROVIDED ALWAYS THAT any income received or benefit generated in the exercise by the Manager of the aforesaid powers shall accrue to the Owners of the Development or the relevant part of the Development (as the case may be) and be credited to the relevant Special Fund and PROVIDED FURTHER THAT the right of any Owner to the use and enjoyment of any of the Common Areas and the Common Services and Facilities shall not be unreasonably interfered with and that no nuisance or hazard to

any person lawfully in the Development is caused thereby.

(xxxiv) Subject to the approval of the Owners Committee, to change the user of any part of the Common Areas and the Common Services and Facilities Provided Always that the use and enjoyment of the Units by the Owners shall not be affected and no such change of user shall give to the Owners any right of action against the Manager Provided That the Common Areas and the Common Services and Facilities shall not be reduced and any payment so received for such approval shall be credited into the Special Fund. .

(xxv) To implement and/or monitor proper implementation of Fire Safety Management Plan by Owners whose Residential Units contain approved open kitchen design in accordance with the Fire Safety Management Plan and to enter into the relevant Residential Units to take such measures and precautions as may be required to prevent any breach by any Owners in respect of the fire safety management in Residential Units.

(xxxvi) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of all the Common EV Facilities.

**The Manager to control Common Areas etc.**

2. Subject to the Building Management Ordinance and the provisions of this Deed the Common Areas and the Common Services and Facilities shall be under the exclusive control of the Manager.

**The Manager's acts and decisions binding**

3. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners. For the avoidance of doubt, any contract entered into by the Manager in accordance with the provisions of this Deed shall be binding on all the Owners.

**Powers of the Manager**

4. The Manager shall have all the powers of a Corporation incorporated under the Building Management Ordinance insofar as applicable and insofar as they may lawfully exercise such powers Provided that the powers of the such Corporation shall not in any way be impeded or restricted nor be prejudiced by or as a result of this Clause.

**Contracts entered into by Manager**

5. (a) Subject to the provisions in Schedule 7 of Building Management Ordinance and subject also to sub-clauses (b) and (c) of this Clause, the Manager shall not enter into any contract for the procurement of

any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:

- (i) the supplies, goods or services are procured by invitation to tender; and
- (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance.

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

- (i) if there is an Owners Corporation:
  - (1) the supplies, goods or services are procured by invitation to tender;
  - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
  - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners Corporation, and the contract is entered into with the successful tenderer; or
- (ii) if there is no Owners Corporation:
  - (1) the supplies, goods or services are procured by invitation to tender;
  - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
  - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners of the Development

convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

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

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

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

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

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

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

(2) the Owners decide by a resolution of the Owners passed at a meeting of Owners of the Development 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.

(d) The Manager may 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 telecommunication network services 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.

**Discretion of the Manager**

6. The Manager shall have the discretion to :-

**In whose name to perform powers**

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

**Discretion to refrain when any act may be contrary to law or unprofessional**

- (b) refrain from doing anything or the exercise of any right or power vested in the Manager which would or might be in the opinion of the Manager contrary to any law or governmental directive or unprofessional, immoral or inappropriate or render the Manager liable to any person or would or might in the opinion of the Manager adversely affect the health or safety of the Owners or occupiers of the Development or any part thereof or the safety of any part of the Development and to do anything which in its absolute discretion the Manager may consider necessary to comply with any law or government directive;

**Discretion to refrain from acting as directed by Owners Committee unless indemnified**

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

**To obtain legal or other expert advice**

- (d) obtain and pay (at the cost and expense of the Owners) reasonable expenses for such legal or other expert advice or services in connection with the matters arising from the management of the Development and/or for common interest of the Owners or group of Owners as the Manager considers necessary or desirable from such legal or other expert to be determined and appointed by the Manager and

rely on any such advice without any liability for any loss or damage whatsoever and howsoever arising.

**Protection of  
the Manager**

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

- (a) for or in respect of any act, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any instruction from the Owners Committee or the Owners;
- (b) for or in respect of any loss or damage to person or property caused by or through or in any way owing to any defect in or breakdown of the lifts, fire and security services equipment, the Common Services and Facilities, air-conditioning plant and other facilities (if any) of or in the Development;
- (c) for or in respect of any loss or damage to person or property caused by or through or in any way owing to any failure, malfunction, explosion or suspension of the electricity or water supply to the Development or any part thereof;
- (d) for or in respect of any loss or damage to person or property caused by or through or in any way owing to fire or the overflow or leakage of water from anywhere within the Development or the influx of rainwater or other substances into, or the activity of termites, rats or other vermin in any of the buildings erected on or in the Development;
- (e) for the security or safekeeping of the Development or any persons or contents therein.

**Owners to  
indemnify the  
Manager**

8. The Owners shall fully and effectually indemnify the Manager from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Development or anything mentioned in Clause 7 of this Section and all costs and expenses (including legal costs) in connection therewith save that the protection afforded by this Clause shall exclude any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager or its employees, agents or contractors and no Owner shall be required to indemnify the Manager or its employees, agents or contractors from and against any action, claim etc. arising out of any act or omission.



## SECTION J

### MANAGEMENT CHARGES

**Costs to be borne  
by all the Owners**

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Development and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and shall be paid by the Owners of the Development in the manner herein provided :-

- (a) Government rent (subject to the provisions of Clause 3 of Section E of this Deed);
- (b) the premia payable for the insurance of the Development against the Insured Risks, third party and property owners liability and employers' liability;
- (c) charges for the supply and consumption of water, electricity and other utilities and any similar charges in connection with the Development and not being in respect of use or consumption of the same in any Unit used, occupied and enjoyed by one or some Owners to the exclusion of the other Owners;
- (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Development and any buildings, and other structures erected on or in the Development, or any part or parts thereof, which form parts of the Common Areas or the Common Services and Facilities, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub-Deed of Mutual Covenant allocated to any Owner;
- (e) subject to Clause 1(b)(viii) of Section I hereof, the cost of any necessary demolition works or works the Manager considers necessary for the rebuilding, improvement, enhancement or renovation of the Development;
- (f) the costs of maintaining and keeping in good repair and condition the Common Areas;
- (g) the costs of cleaning and lighting the Common Areas;

- (h) the costs of landscaping the Common Areas and maintaining the same;
- (i) the costs of maintaining and keeping in good repair and condition the Common Services and Facilities;
- (j) the costs of running and operating the Common Services and Facilities;
- (k) the costs of operating and maintaining the fire protection and fire-fighting systems, equipment and apparatus;
- (l) the costs of operating and maintaining the security systems equipment and apparatus;
- (m) the costs of maintaining, operating, staffing, insuring and all other costs in connection with the Private Recreational Areas and Facilities;
- (n) the costs of purchasing or hiring all plant, equipment, apparatus or machinery necessary for the proper performance by the Manager of its powers and duties under this Deed and used solely for the benefit of the Development;
- (o) all fees costs and expenses incurred by the Manager for the inspection, maintenance and repair of the Slope and Retaining Structures (if any) in accordance with the publication entitled "Geoguide 5 - Guide to Slope Maintenance" published by Geotechnical Engineering Office of the Civil Engineering Department as amended or replaced from time to time, the Slope Maintenance Manual (if any) and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slope and Retaining Structures (if any) and which are required to be maintained by the Owners of the Land pursuant to the provisions of the Government Grant;
- (p) remuneration for all management staff, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Development;
- (q) the costs of refuse disposal;
- (r) the costs of pest control;

- (s) the costs of decorating the Common Areas during Christmas, Chinese New Year and other festivities;
- (t) 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 Development or any part or parts thereof;
  - (ii) solicitors and other legal fees and costs incurred in the exercise of its rights, powers and/or duties under this Deed;
  - (iii) fees and costs of accountants, auditors and/or any other consultants employed in connection with the accounts or the Manager's statements;
- (u) a reasonable sum for contingencies;
- (v) the Manager's Remuneration;
- (w) the costs of upholding, managing, maintaining, cleaning, repairing or landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land and the structures and services installed and provided thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land are required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (except where the relevant obligation is required to be performed and observed by KCRC as the original grantee of the Land and/or the First Owner as the assignee of KCRC only excluding its assigns under the Government Grant);
- (x) any other costs, charges, and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder; and
- (y) the costs of operating and maintaining the EV Facilities for Visitors' Car Parking Spaces and Common EV Facilities;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature relating to the Development and for the replacement of installations, systems, equipment and apparatus within the

Common Areas and the Common Services and Facilities which shall be payable out of the Special Fund hereinafter mentioned.

**Special Fund**

2. (a) For the purpose of paragraph 4 of the Schedule 7 to the Building Management Ordinance, there shall be established and maintained by the Manager a Special Fund which shall consist of the following separate accounts:

- (i) an estate common account of the Special Fund for the purposes of meeting the expenditures of a capital nature or of a kind not expected to be incurred annually in respect of the Estate Common Areas and/or the Estate Common Services and Facilities which includes, but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and/or the Estate Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machines for the Estate Common Areas and/or the Estate Common Services and Facilities and the costs of the relevant investigation works and professional services;
- (ii) a residential common account of the Special Fund for the purposes of meeting the expenditures of a capital nature or of a kind not expected to be incurred annually in respect of the Residential Common Areas and the Residential Common Services and Facilities, which include, but are not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and the Residential Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machines for the Residential Common Areas and the Residential Common Services and Facilities, the costs of the relevant investigation works and professional services;
- (iii) a residential car park common account of the Special Fund for the purposes of meeting the expenditures of a capital nature or of a kind not expected to be incurred annually in respect of the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities, which include, but are not limited to,

expenses for the renovation, improvement and repair of the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machines for the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities and the costs of the relevant investigation works and professional services;

- (iv) a residential/residential car park common account of the Special Fund for the purposes of meeting the expenditures of a capital nature or of a kind not expected to be incurred annually in respect of the Residential/Residential Car Park Common Areas and/or the Residential/Residential Car Park Common Services and Facilities which includes, but is not limited to, expenses for the renovation, improvement and repair of the Residential/Residential Car Park Common Areas and/or the Residential/Residential Car Park Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machines for the Residential/Residential Car Park Common Areas and/or the Residential/Residential Car Park Common Services and Facilities and the costs of the relevant investigation works and professional services.

(b) Except where the First Owner has made payments in accordance with Clause 9(b) of this Section J, the first Owner of each Unit shall upon the assignment of the Unit from the First Owner pay to the Manager an initial contribution to the Special Fund in accordance with Clause 9(a)(ii) of this Section J. Each Owner of the Development shall make further periodic contributions to the Special Fund for each financial year in such amount and at such time to be determined by a resolution of the Owners of the Development at an Owners' meeting convened under this Deed or by a resolution of the Owners of the relevant part of the Development at a meeting of the Owners of the relevant part of the Development convened under this Deed or the relevant Sub-Deed of Mutual Covenant (as the case may be). If there is an Owners Corporation, the Owners Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the various accounts of the Special Fund by the Owners in any financial year, and the

time when those contribution shall be payable. The payment made by the Owners towards the Special Fund is neither refundable to any Owner by the Manager nor transferable to any new Owner.

(c) The Special Fund shall be deposited in interest bearing accounts opened and maintained by the Manager with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) in Hong Kong and held on trust for the relevant Owners and the Manager shall use the bank accounts exclusively for the purposes referred to in Clause 2(a) of this Section J. The Manager shall include in the accounts to be submitted to the Owners in accordance with the provisions of Clause 8 of this Section a statement showing changes in the respective accounts of the Special Fund during the previous year.

(d) Without prejudice to the generality of Clause 2(c) of this Section J, if there is an Owners Corporation, the Manager shall open and maintain 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 relevant accounts of the Special Fund.

(e) The Manager shall display a document showing evidence of any account opened and maintained under Clause 2(c) or (d) of this Section J in a prominent place in the Development.

(f) Each account of the Special Fund shall be established by the Manager following the taking over of the management and commencement of provision of management services by the Manager for the particular part of the Development falling within the scope of that Special Fund. The Manager shall without delay pay all money received by him in respect of the Special Fund into the relevant accounts opened and maintained under Clause 2(c) of this Section J or, if there is an Owners Corporation, the relevant accounts opened and maintained under Clause 2(d) of this Section J.

(g) Except in a situation considered by the Manager to be an emergency, money shall not be paid out of the Special Funds unless it is for a purpose approved by the Owners Committee. The Manager shall not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.

### **Financial Year**

3. (a) For all budgeting and accounting purposes in respect of the Development there shall be established a financial year which shall begin on the 1st day of January and end on the 31st day of December of that year, save that the first such financial year shall begin on the date of this Deed and end on the 31st December in the same year if this Deed is dated before the 1<sup>st</sup> day of July or end on the 31<sup>st</sup> day of December of the following year if this Deed is dated on or after the 1<sup>st</sup> day of July.

**Determination of  
Management  
Charges**

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

4. (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of Management Charges payable by the Owners during any financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.

(b) In respect of each financial year (other than the first), the Manager shall, in the preceding financial year in consultation with the Owners Committee (in so far as each financial year other than the first is concerned), :-

- (i) prepare draft budgets in accordance with sub-clause (i) of this Clause setting out the proposed expenditure during the financial year;
- (ii) send a copy of each of the draft budgets to the Owners Committee or, where there is no Owners Committee, display a copy of the draft budgets in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
- (iii) send or display, as the case may be, with copies of the draft budgets a notice inviting each Owner to send his comments on the draft budgets to the Manager within a period of 14 days from the date the draft budgets were sent or first displayed;
- (iv) after the end of that period, prepare budgets specifying the total proposed expenditure during the financial year;
- (v) send copies of the budgets referred to in sub-clause (i) of this Clause to the Owners Committee or, where there is no Owners Committee, display copies of the budgets in a prominent place in the Development, and cause them to remain so displayed for at least 7 consecutive days.

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

- (i) until he has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
- (ii) when he has so complied, be the total proposed expenditure specified in the budgets for that financial year, and the amount that the Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.

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

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

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

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

(h) For the purposes of this Clause, “**expenditure**” (開支) includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

(i) The Manager shall prepare the following budgets :-

- (i) an Estate Management Budget which shall show the estimated expenditure for the management and maintenance of the Estate Common Areas and the Estate Common Services and Facilities



including the contribution to the estate common account of the Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Residential Development or the Car Parking Spaces or the Commercial Development;

- (ii) a Residential Development Management Budget which shall show the estimated expenditure for the management and maintenance of the Residential Common Areas and the Residential Common Services and Facilities including the contribution to the residential common account of the Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Development as a whole or any other part of the Development;
- (iii) a Residential Car Park Management Budget which shall show the estimated expenditure for the management and maintenance of the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities including the contribution to the residential car park common account of the Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Development as a whole or any other part of the Development;
- (iv) a Residential/Residential Car Park Management Budget which shall show the estimated expenditure for the management and maintenance of the Residential/Residential Car Park Common Areas and the Residential/Residential Car Park Common Services and Facilities including the contribution to the residential/residential car park common account of the Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Development as a whole or any other part of the Development; and
- (iv) sub-budgets or sub-sub-budgets in the Manager's absolute discretion for any constituent part of each part of the Development (as considered necessary or appropriate by the Manager) which are used exclusively by some part or parts but not the whole of the Development.

**Payment of  
Management  
Charges**

5. (a) Each Owner shall contribute towards the Management Charges monthly in advance a contribution equal to 1/12th of the Management Charges payable by that Owner for that year on the first day of each calendar month.

(b)(I) Subject to sub-clause (b)(II) of Clause 5 of Section J of this Deed, the Owners shall contribute towards the Management Charges in the following manner :-

- (i) all Owners of Units in the Development shall contribute to the expenses of the Estate Management Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Development ;
- (ii) the Owners of the Residential Units shall contribute to the expenses of the Residential Development Management Budget in the proportion that the Management Units attributable to the Residential Units owned by them bears to the total Management Units allocated to the Residential Development;
- (iii) the Owners of the Car Parking Spaces shall contribute to the expenses of the Residential Car Park Management Budget in the proportion that the Management Units attributable to such Car Parking Spaces owned by them bears to the total Management Units allocated to all Car Parking Spaces;

Provided That where the Manager prepares sub-budgets or sub-sub-budgets for any part of the Development other than the above budgets, only the expenses which are attributable to that part as a whole shall be apportioned and the expenses of any sub-budget or sub-sub-budget shall be paid by the Owners of Units covered by such a sub-budget or sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to the relevant part of the Development covered by such a sub-budget or sub-sub-budget.

(b)(II) Since the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities also serve and benefit the visitors parking spaces which are Residential Common Areas, 15% of the expenditure for management and maintenance of the Residential Car Park Common Areas and the Residential Car Park Common Services and

Facilities, including the contribution to the residential car park common account of the Special Fund, will be borne by the Owners of Residential Units. As such, the Manager will charge all Owners of Residential Units of the said 15% of the expenditure, so that:-

- (i) the Owners of the Residential Units shall contribute to 15% of the costs and expenses of the Residential Car Park Management Budget which shall be apportioned among the Owners of the Residential Units in the proportion that the Management Units attributable to the Residential Units owned by them respectively bear to the total Management Units attributable to all Residential Units;
- (ii) the Owners of the Car Parking Spaces shall contribute to the remaining part of the costs and expenses of the Residential Car Park Management Budget which shall be apportioned among the Owners of the Car Parking Spaces in the proportion that the Management Units attributable to the Car Parking Spaces owned by them respectively bear to the total Management Units attributable to all Car Parking Spaces.

(c) The Manager shall on or before the first day of each calendar month render to each of the Owners by sending to their respective Unit or to such other address as an Owner may from time to time in writing advise to the Manager either by post or by hand a written notification showing the amount of the monthly charge payable by such Owner.

(d) Notwithstanding any provisions to the contrary, the Owners shall pay to the Manager any shortfall in the Manager's Remuneration within 21 days from the completion of the preparation of an income and expenditure account and balance sheet in accordance with Clause 8(c) of Section J of the Deed.

Provided That where in the Manager's opinion, whose opinion must be reasonable and formed in good faith, any expenditure has been or will be incurred solely for the benefit of an Owner or group of Owners that expenditure shall be borne by that Owner or those Owners solely in such proportion to be determined by the Manager and where in the Manager's opinion, whose opinion must be reasonable and formed in good faith, any expenditure relates to management services which do not benefit a group of Owners that group of Owners need not be responsible for that expenditure Provided Further That subject to Clause 12 of this Section J the liability of the Owner of a Unit to contribute to the expenses of any budget prepared by the Manager shall only accrue with effect from the date of this Deed or the date of commencement of provision of management services by the Manager

to the part of the Development intended for common use and benefit of his Unit and other Units covered by such budget , whichever is the later, and then only in respect of such Units and the Manager in determining the Management Charges payable by an Owner shall only apportion expenditure between the Management Units attributable to those Units in respect of which provision of management services by the Manager to the relevant part of the Development intended for common use and benefit of such Units covered by such budget has been commenced.

**Failure by an  
Owner to make  
payment**

6. (a) If any payment as provided in this Section J is more than thirty days in arrears from the date of demand the Manager shall have the right without prejudice to any other right or remedy hereunder to :-

- (i) charge interest calculated at the rate of 2% per annum above the prime rate from time to time of The Hongkong & Shanghai Banking Corporation Limited on the amount unpaid (such interest to be calculated from the due date and not thirty days thereafter);
- (ii) make a collection charge of an amount not exceeding 10% of the amount unpaid to cover the cost (other than legal costs of proceedings brought by the Manager in exercise of its power in that behalf contained in Clause 1(b)(xxx) of Section I of this Deed) of the extra work occasioned by the default.

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

**Miscellaneous  
and Surplus  
income**

7. (a) Any miscellaneous income or payment received by the Manager from or in respect of the Development, not being for the defrayment of any specific expense shall be credited to the Special Fund. Miscellaneous income shall for the purpose of this Deed include, without prejudice to the generality of the foregoing :-

- (i) any monies received pursuant to Clause 9(a)(iv) of this Section and not expended for the purpose specified in that Clause;
- (ii) any interest or collection charges referred to in Clause 6 of this Section;
- (iii) any damages for the breach, non-observance or non-performance of the terms and conditions of this Deed recovered by the Manager in any legal proceedings brought by it in exercise of its power in that behalf contained in Clause 1(b)(xxx) of Section I of this Deed; and
- (iv) any sum or charges or expenses received from Owners in respect of the issue of licence or consent by the Manager as required by the provisions of this Deed.

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

**The Manager to keep accounts**

8. (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years.

(b) Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare summaries of income and expenditure and balance sheets in respect of that period, display copies of the summaries and balance sheets in a prominent place in the Development, and cause them to remain so displayed for at least 7 consecutive days.

(c) Within 2 months after the end of each financial year, the Manager shall prepare income and expenditure accounts and balance sheets for that year, display copies of the income and expenditure accounts and balance sheets in a prominent place in the Development, and cause them to remain so displayed for at least 7 consecutive days.

(d) Each income and expenditure account and balance sheet shall include details of the Special Fund referred to in Clause 2(a) of this

Section J and an estimate of the time when there will be a need to draw on those funds, and the amount of money that will be then needed.

(e) The Manager shall :-

- (i) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
- (ii) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.

(f) If there is an Owners Corporation and the Owners Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and :-

- (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
- (ii) subject to Clause 4(g) of this Section J, on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

(g) The Owners, prior to the formation of the Owners Corporation, shall following a resolution of the Owners at the meeting of the Owners of the Development convened under this Deed have power to require or arrange for, the annual accounts prepared by the Manager pursuant to this Section to be audited by an independent auditor of the Owners' choice.

### **Owners' deposits**

9. (a) Except where the First Owner (in its capacity as an Owner of Units) has made payments in accordance with Clause 9(b) of this Section J, the first Owner of any Unit from the First Owner shall on completion of his purchase and before taking occupation pay and contribute to the Manager as security against his liabilities under this Deed :-

- (i) a non-refundable but transferable deposit in respect of his obligation to contribute to

Management Charges of a sum equivalent to three months' Management Charges;

- (ii) a non-refundable and non-transferable deposit in respect of his obligation to contribute to the Special Fund to be established pursuant to Clause 2 of this Section of a sum equivalent to two months' Management Charges;
- (iii) an advance payment in respect of his obligation to contribute to Management Charges of a sum equivalent to two months' Management Charges;
- (iv) a non-refundable and non-transferable sum equivalent to one month's Management Charges for Owners of Residential Units as debris removal fees for debris removal and disposal. Any such charges received by the Manager which are not so used for debris removal or if so used the remaining balance thereof should be credited to the residential common account of the Special Fund.

(b) The First Owner (in its capacity as an Owner of Units) shall make the payments referred to in Clause 9(a)(i), (ii) and (iv) of this Section if the First Owner remains the Owner of Units in a part of the Development the construction of which has been completed on whichever is the later of the date 3 months after (i) execution of this Deed or (ii) the date when First Owner is in a position validly to assign those Units (i.e. when the consent to assign or certificate of compliance has been issued).

(c) In the event of any increase in the Owner's monthly Management Charges the Owner of any Unit shall forthwith upon receipt of the relevant notice given by the Manager pay to the Manager a further sum to the intent that the deposit referred to in Clause 9(a)(i) of this Section J shall be made up to a sum equivalent to three months' current Management Charges. The deposits shall not be set off against any payment to be made under this Deed.

(d) The Manager shall place all such deposits in an interest bearing bank account opened by the Manager with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) in Hong Kong the titles of which shall respectively refer to the Management Charge Deposits and Special Fund Deposits and the same shall be held in trust for all the Owners.

#### **Change of ownership**

10. (a) Any person ceasing to be the Owner of any Share shall in respect of the Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds provided for in Clauses 2, 5, 7 and 9

of this Section J and held by the Manager to the intent that all such funds shall be held for such Owner's successor in title and applied for the management of the Development as herein provided irrespective of changes in ownership. Provided That any deposit paid pursuant to Clause 9(a)(i) of this Section J or the balance thereof by an Owner may be transferred into the name of a new Owner.

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

**Management  
Funds**

11. (a) The Manager shall open and maintain separate interest-bearing accounts for different parts of the Development and shall use that account(s) exclusively in respect of the management of the Development.

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

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

(d) Subject to sub-clauses (e) and (f) of this Clause, the Manager shall without delay pay all money received by them in respect of Management Charges into the relevant account(s) opened and maintained under sub-clause (a) of this Clause or, if there is an Owners Corporation, the account or accounts opened and maintained under sub-clause (b) of this Clause.

(e) Subject to sub-clause (f) of this Clause, the Manager may, out of money received by him in respect of Management Charges, 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.

(f) The retention of a reasonable amount of money under sub-clause (e) of this Clause or the payment of that amount into a current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners Committee.



(g) 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 Development.

**Outgoings up to first assignment**

12. All outgoings including Management Charges and any Government rent up to and inclusive of the date of the first assignment of a Unit shall be paid by the First Owner as Owner of the Unit. An Owner shall not be required to make any payment or reimburse the First Owner for these outgoings.

**Sub-division of Commercial Development**

13. For the avoidance of doubt, following the execution of a Sub-Deed of Mutual Covenant in respect of the Commercial Development, any charges which may be levied by the manager appointed under the Sub-Deed of Mutual Covenant in relation to the common parts within the Commercial Development designated under such Sub-Deed of Mutual Covenant shall be in addition to the Management Charges which the Owners of the Commercial Development shall be liable to pay or contribute under this Deed in relation to the Common Areas and the Common Services and Facilities.

## SECTION K

### BUILDING RULES AND FITTING OUT RULES

- Rules binding**
1. For the benefit of the Owners and the occupiers for the time being of the Units there shall be Building Rules and Fitting Out Rules regulating the use, occupation, maintenance and environmental control of the Development and of any of the Common Areas (including the Private Recreational Areas and Facilities), and the Common Services and Facilities and the conduct of persons occupying, visiting or using the same and such Building Rules and Fitting Out Rules shall be binding on the Owners and their tenants, licensees, servants and agents.
- Deposit for Works**
2. The Manager shall be entitled to collect from any Owner or occupant of a Unit prior to commencement of any works in connection with the repair or alteration of that Unit a deposit as security for any damages or losses as may be caused to the remainder of the Development. The amount of any such deposit shall be reasonably determined by the Manager depending upon the nature of the works to be carried out. All such deposits shall be held by the Manager in a separate account and shall be refunded without interest to the Owner or occupier within 30 days of completion of the works subject to the Manager's right to deduct from that deposit any sum necessary to compensate for all damage or loss caused by the works or the Owner or occupier or their contractors to the remainder of the Development but without prejudice to the Manager's right to claim for compensation suffered in excess of the amount of the deposit.
- Amendment of Rules**
3. Subject to Clause 8 of this Section, the Manager shall have power from time to time to make, revoke and amend the Building Rules and Fitting Out Rules Provided that if the Owners Committee is in existence the Building Rules and Fitting Out Rules referred to in Clause 1 of this Section shall only be made, revoked or amended with the prior approval of the Owners Committee.
- Rules to be posted on notice boards**
4. Copies of the Building Rules and Fitting Out Rules from time to time in force shall be posted on the public notice boards in the Development.
- Conflict**
5. Such Building Rules and Fitting Out Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed of Mutual Covenant and shall not in any way derogate from such terms and conditions nor be inconsistent with or contravene with the Building Management Ordinance or the conditions of the Government Grant. In the event of conflict between such Building Rules or Fitting Out Rules and the provisions of the Building Management Ordinance or the Government Grant, the latter shall prevail.

**Exclusion of liability**

6. The Manager shall not be liable for any loss or damage however caused arising from any breach or non-observance of such Building Rules or Fitting Out Rules by any Owner of the Development, his servants, agents, contractors, licensees or tenants or any other person.

## SECTION L

### INTERPRETATION AND MISCELLANEOUS

#### **Marginal notes, headings and index**

1. The marginal notes, headings and index are intended for guidance only and do not form part of this Deed nor shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.

#### **Plurals and genders**

2. In this Deed (if the context so permits or requires) words importing the singular number only shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.

#### **Service of notices**

3. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Unit Provided that if other address has been given by an Owner pursuant to Clause 3(d) of this Section L, such notices or demands shall be sent by prepaid post to that address only and Provided further that where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong.

(b) All notices required to be given to the Manager shall be properly served if sent by prepaid post to or left at its registered office or the management office of the Development or such other address as may be notified by the Manager from time to time.

(c) All notices required to be given to the Owners Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Committee at his usual residential address.

(d) All non-resident Owners shall provide the Manager with an address within Hong Kong for service of process and notices to be given pursuant to this Deed.

#### **Covenants to run with the land**

4. The mutual covenants herein contained are intended to be annexed to and shall run with the Land and each and every Share therein and shall be enforceable by and against the Owner for the time being of any such Share both as to the benefit and burden of such covenants, and any Ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or buildings shall apply to this Deed PROVIDED however that:-

(a) Each Owner on ceasing to be the Owner of any Share shall notify the Manager of such cessation and of the name and

address of the new Owner and notwithstanding the provisions of sub-clause (b) hereof and without prejudice to the liability of the new Owners, each such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date on which such notice is received by the Manager or, if later, the date they cease to be an Owner;

- (b) Subject to sub-clause (a) hereof no person shall be liable under any of the covenants or provisions of this Deed in respect of any Share after ceasing to be the Owner thereof save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or provision prior to his ceasing to be the Owner thereof;
- (c) Each Owner on becoming an Owner shall be liable for all arrears of Management Charges and other payments due under this Deed payable in respect of the Unit he purchases and for all breaches of this Deed committed by the prior Owner of the Unit he purchases and existing at the date he purchased such Unit.

**Action by Owner(s)**

5. Notwithstanding the powers conferred on the Manager by this Deed, any one or more Owners shall be entitled to take action to enforce the provisions of this Deed and, if at any time no Manager is appointed or acting hereunder or any Manager so appointed or acting refuse or fail to enforce any of the provisions of this Deed, any one or more Owners appointed by resolution passed pursuant to Section F of this Deed shall be entitled to sue any defaulting Owner on behalf of himself or themselves and all other Owners and the provisions of this Clause shall apply mutatis mutandis to any action or proceeding brought by such Owner or Owners and to the recovering of any cost, damages or other moneys awarded therein.

**Chinese  
Translation**

6. (a) Within one month of the date of this Deed, the First Owner shall at its own cost cause a direct translation in Chinese of this Deed to be made and deposit a copy of this Deed and the Chinese translation in the management office in the Development for inspection by all Owners free of charge and for taking copies at their own expense and upon payment of reasonable copying charges. All charges received shall be credited to the Development Special Fund. In the event of a dispute as to the effect of the Chinese translation and the English version of this Deed approved by the Director, the English version is to prevail.

**Fire Safety  
Management Plan**

(b) Within one month of the date of this Deed, the First Owner shall at its own cost deposit a copy of the Fire Safety Management Plan in the management office in the Development for inspection by all Owners free of charge and for taking copies at their own expense and upon payment of

reasonable copying charges. All charges received shall be credited to the estate common account of the Special Fund.

**Common Areas  
Plan**

7. The Manager shall keep at the management office of the Development and make available for inspection by the Owners free of costs and charges during normal office hours a copy of the common areas plans attached to this Deed and, upon execution of any Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) relating to any part of the Development, a copy of the common areas plans attached to such Sub-Deed of Mutual Covenant or Deed Poll. The said copies of plans shall be certified as to its accuracy by or on behalf of an authorised person for the Development.

**Building  
Management  
Ordinance**

8. (a) Nothing in this Deed shall prejudice or in any way be construed or constructed so as to prejudice or exclude the operation of the provisions of the Building Management Ordinance and the Schedules thereto.

(b) Within one month of the date of this Deed, the First Owner shall at its own cost deposit a copy of Schedule 7 and Schedule 8 to the Building Management Ordinance in both English and Chinese versions in the management office in the Development for reference by all Owners free of charge and for taking copies at their own expense and upon payment of reasonable copying charges. All charges received shall be credited to the Development Special Fund.

**Slope Maintenance  
Manual**

9. Within one month of the date of this Deed, the First Owner shall deposit a full copy of the Slope Maintenance Manual (if any) in relation to the Slope and Retaining Structures (if any) in the management office for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Development Special Fund.

**Communication  
among Owners**

10. After an Owners Corporation has been formed, the Manager shall consult (either generally or in any particular case) the Owners Corporation at a general meeting of the Owners Corporation and adopt the approach decided by the Owners Corporation on the channels of communication among Owners on any business relating to the management of the Development.

**Maintenance  
Manual for the  
Works and  
Installations**

11. (a) The First Owner shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations for the reference of the Owners of Units 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 inspection record sheets for routine maintenance inspection; and
- (vii) Recommended maintenance cycle of the Works and Installations.

(b) Within one (1) month after the execution of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations at the management office of the Development for inspection by the Owners of Units free of charge and any Owner of a Unit 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 Development Special Fund.

- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners of Units inspect, maintain and carry out all necessary works for the Common Areas and the Common Services and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and the Common Services and Facilities.
- (ii) The Owner of a Unit shall at his own costs and expense inspect, maintain and carry out all necessary works for the Units including those part or parts of the Works and Installations forming part of their Units.

(d) The Owners of the Units may, by a majority resolutions passed at a meeting of Owners of the Development convened under this Deed, make, amend and revise 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 a revised Schedule of Works and Installations and a 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 of Works and Installations and the revised Maintenance Manual for the Works and Installations or any subsequent amendments thereto shall be borne by the Owners of the Units and paid out of the Development Special Fund.

(e) The Manager shall deposit the revised Maintenance Manual for the Works and Installations and any subsequent amendments thereto within one month from the date of its preparation at the management office of the Development for inspection by the Owners of Units free of charge and any Owner of a Unit 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 Development Special Fund.

**No conflict**

12. No provision contained in this Deed shall be conflicting with or in breach of the conditions of Government Grant.



**THE FIRST SCHEDULE**

**PART I**

**Allocation of Shares**

	<b>Number of Shares</b>
(i) Commercial Development	21,182
(ii) Residential Development	54,458
Tower 1	2,868
Tower 2	4,840
Tower 3	7,018
Tower 5	10,137
Tower 6	9,050
Tower 7	9,630
Tower 8	10,915
(iii) Car Park	1,189
(a) Car Parking Spaces Nos.R1-R47, R49-R50 and R52-R89 (not being Car Parking Spaces for parking of motor vehicles by disabled persons) on Basement Floor (87 Car Parking Spaces @ 13 Shares each)	1,131
(b) Car Parking Spaces Nos.R48and R51 (being Car Parking Spaces for parking of motor vehicles by disabled persons) on Basement Floor (2 Car Parking Spaces @ 18 Shares each)	36
(c) Motor Cycle Parking Spaces Nos.RM1-RM11 on Basement Floor (11 Motor Cycle Parking Spaces @ 2 Shares each)	22
(iv) Common Areas and Common Services and Facilities	2,171
	-----
Total :	79,000
	=====

Notes :

1. Shares of each Residential Unit of the Residential Development are set out in separate tables.

Allocation of Shares to each Residential Unit

**TOWER 1**

<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> -18 <sup>th</sup> (12 Storey)	A	71	852
5 <sup>th</sup> -18 <sup>th</sup> (12 Storey)	B	48	576
5 <sup>th</sup> -18 <sup>th</sup> (12 Storey)	C	49	588
5 <sup>th</sup> -18 <sup>th</sup> (12 Storey)	D	71	852
<b>TOTAL:</b>			<b>2,868</b>

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

**TOWER 2**

<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> -27 <sup>th</sup> (20 Storey)	A	73	1,460
5 <sup>th</sup> -27 <sup>th</sup> (20 Storey)	B	49	980
5 <sup>th</sup> -27 <sup>th</sup> (20 Storey)	C	49	980
5 <sup>th</sup> -27 <sup>th</sup> (20 Storey)	D	71	1,420
TOTAL:			4,840

Note: There is no designation of 4/F, 13/F, 14/F and 24/F

**TOWER 3**

<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> -37 <sup>th</sup> (29 Storey)	A	71	2,059
5 <sup>th</sup> -37 <sup>th</sup> (29 Storey)	B	50	1,450
5 <sup>th</sup> -37 <sup>th</sup> (29 Storey)	C	50	1,450
5 <sup>th</sup> -37 <sup>th</sup> (29 Storey)	D	71	2,059
TOTAL:			7,018

Note:

There is no designation of 4/F, 13/F, 14/F, 24/F and 34/F

**TOWER 5**

<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> -39 <sup>th</sup> (30 Storey)	A	50	1,500
40 <sup>th</sup> – 48 <sup>th</sup> (8 storey)	A	78	624
5 <sup>th</sup> -39 <sup>th</sup> (30 Storey)	B	40	1,200
40 <sup>th</sup> – 48 <sup>th</sup> (8 storey)	B	74	592
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	C	44	660
23 <sup>rd</sup> -48 <sup>th</sup> (23 Storey)	C	49	1,127
5 <sup>th</sup> -39 <sup>th</sup> (30 Storey)	D	49	1,470
40 <sup>th</sup> – 48 <sup>th</sup> (8 Storey)	D	78	624
5 <sup>th</sup> -39 <sup>th</sup> (30 Storey)	E	78	2,340
	TOTAL:		10,137

Note:

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F
2. Refuge Floor located on 22/F

**TOWER 6**

<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	A	45	675
23 <sup>rd</sup> – 28 <sup>th</sup> (5 Storey)	A	50	250
29 <sup>th</sup> – 48 <sup>th</sup> (18 Storey)	A	80	1,440
5 <sup>th</sup> – 28 <sup>th</sup> (20 Storey)	B	40	800
29 <sup>th</sup> – 48 <sup>th</sup> (18 Storey)	B	74	1,332
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	C	44	660
23 <sup>rd</sup> – 28 <sup>th</sup> (5 Storey)	C	49	245
29 <sup>th</sup> – 48 <sup>th</sup> (18 Storey)	C	48	864
5 <sup>th</sup> – 48 <sup>th</sup> (38 Storey)	D	48	1,824
5 <sup>th</sup> – 28 <sup>th</sup> (20 Storey)	E	48	960
<b>TOTAL:</b>			<b>9,050</b>

Note:

1. There is no designation of 4/F, 13/F,14/F, 24/F, 34/F and 44/F.
2. Refuge Floor located on 22/F.

**TOWER 7**

<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	A	45	675
23 <sup>rd</sup> – 28 <sup>th</sup> (5 Storey)	A	50	250
29 <sup>th</sup> – 50 <sup>th</sup> (20 Storey)	A	80	1,600
5 <sup>th</sup> – 28 <sup>th</sup> (20 Storey)	B	40	800
29 <sup>th</sup> – 50 <sup>th</sup> (20 Storey)	B	74	1,480
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	C	44	660
23 <sup>rd</sup> – 50 <sup>th</sup> (25 Storey)	C	49	1,225
5 <sup>th</sup> – 50 <sup>th</sup> (40 Storey)	D	49	1,960
5 <sup>th</sup> – 28 <sup>th</sup> (20 Storey)	E	49	980
TOTAL:			9,630

Note:

1. There is no designation of 4/F, 13/F,14/F, 24/F, 34/F and 44/F.
2. Refuge Floor located on 22/F.

## **TOWER 8**

<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	A	50	750
23 <sup>rd</sup> – 50 <sup>th</sup> (25 Storey)	A	79	1,975
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	B	40	600
23 <sup>rd</sup> – 50 <sup>th</sup> (25 Storey)	B	74	1,850
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	C	44	660
23 <sup>rd</sup> – 50 <sup>th</sup> (25 Storey)	C	49	1,225
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	D	49	735
23 <sup>rd</sup> – 50 <sup>th</sup> (25 Storey)	D	78	1,950
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	E	78	1,170
TOTAL:			10,915

Note:

1. There is no designation of 4/F, 13/F,14/F, 24/F, 34/F and 44/F.
2. Refuge Floor located on 22/F.



**THE FIRST SCHEDULE**

**PART II**

**Allocation of Management Units**

		<b>Number of Management Units</b>
(i)	Commercial Development	21,182
(ii)	Residential Development	54,458
	Tower1	2,868
	Tower2	4,840
	Tower3	7,018
	Tower5	10,137
	Tower6	9,050
	Tower7	9,630
	Tower8	10,915
(iii)	Car Park	1,189
(a)	Car Parking Spaces Nos.R1-R47, R49-R50 and R52-R89 (not being Car Parking Spaces for parking of motor vehicles by disabled persons) on Basement Floor (87 Car Parking Spaces @ 13 Management Units each)	1,131
(b)	Car Parking Spaces Nos.R48 and R51 ( being Car Parking Spaces for parking of motor vehicles by disabled persons) on Basement Floor (2 Car Parking Spaces @ 18 Management Units each)	36
(c)	Motor Cycle Parking Spaces Nos.RM1-RM11 on Basement Floor (11 Motor Cycle Parking Spaces @ 2 Management Units each)	22
	Total :	----- 76,829 =====

Note :

1. Management Units of each Residential Unit of the Residential Development are set out in separate tables.

Allocation of Management Units to each Residential Unit

**TOWER 1**

<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> -18 <sup>th</sup> (12 Storey)	A	71	852
5 <sup>th</sup> -18 <sup>th</sup> (12 Storey)	B	48	576
5 <sup>th</sup> -18 <sup>th</sup> (12 Storey)	C	49	588
5 <sup>th</sup> -18 <sup>th</sup> (12 Storey)	D	71	852
<b>TOTAL:</b>			<b>2,868</b>

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

**TOWER 2**

<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> -27 <sup>th</sup> (20 Storey)	A	73	1,460
5 <sup>th</sup> -27 <sup>th</sup> (20 Storey)	B	49	980
5 <sup>th</sup> -27 <sup>th</sup> (20 Storey)	C	49	980
5 <sup>th</sup> -27 <sup>th</sup> (20 Storey)	D	71	1,420
TOTAL:			4,840

Note: There is no designation of 4/F, 13/F, 14/F and 24/F

**TOWER 3**

<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> -37 <sup>th</sup> (29 Storey)	A	71	2,059
5 <sup>th</sup> -37 <sup>th</sup> (29 Storey)	B	50	1,450
5 <sup>th</sup> -37 <sup>th</sup> (29 Storey)	C	50	1,450
5 <sup>th</sup> -37 <sup>th</sup> (29 Storey)	D	71	2,059
TOTAL:			7,018

Note:

There is no designation of 4/F, 13/F, 14/F, 24/F and 34/F

## **TOWER 5**

<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> – 39 <sup>th</sup> (30 Storey)	A	50	1,500
40 <sup>th</sup> – 48 <sup>th</sup> (8 Storey)	A	78	624
5 <sup>th</sup> – 39 <sup>th</sup> (30 Storey)	B	40	1,200
40 <sup>th</sup> – 48 <sup>th</sup> (8 Storey)	B	74	592
5 <sup>th</sup> -21 <sup>st</sup> (15 Storey)	C	44	660
23 <sup>rd</sup> – 48 <sup>th</sup> (23 Storey)	C	49	1,127
5 <sup>th</sup> -39 <sup>th</sup> (30 Storey)	D	49	1,470
40 <sup>th</sup> – 48 <sup>th</sup> (8 Storey)	D	78	624
5 <sup>th</sup> -39 <sup>th</sup> (30 Storey)	E	78	2,340
<b>TOTAL:</b>			<b>10,137</b>

Note:

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F
2. Refuge Floor located on 22/F

## **TOWER 6**

<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	A	45	675
23 <sup>rd</sup> – 28 <sup>th</sup> (5 Storey)	A	50	250
29 <sup>th</sup> – 48 <sup>th</sup> (18 Storey)	A	80	1,440
5 <sup>th</sup> – 28 <sup>th</sup> (20 Storey)	B	40	800
29 <sup>th</sup> – 48 <sup>th</sup> (18 Storey)	B	74	1,332
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	C	44	660
23 <sup>rd</sup> – 28 <sup>th</sup> (5 Storey)	C	49	245
29 <sup>th</sup> – 48 <sup>th</sup> (18 Storey)	C	48	864
5 <sup>th</sup> – 48 <sup>th</sup> (38 Storey)	D	48	1,824
5 <sup>th</sup> – 28 <sup>th</sup> (20 Storey)	E	48	960
<b>TOTAL:</b>			<b>9,050</b>

Note:

1. There is no designation of 4/F, 13/F,14/F, 24/F, 34/F and 44/F.
2. Refuge Floor located on 22/F.

## **TOWER 7**

<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	A	45	675
23 <sup>rd</sup> – 28 <sup>th</sup> (5 Storey)	A	50	250
29 <sup>th</sup> – 50 <sup>th</sup> (20 Storey)	A	80	1,600
5 <sup>th</sup> – 28 <sup>th</sup> (20 Storey)	B	40	800
29 <sup>th</sup> – 50 <sup>th</sup> (20 Storey)	B	74	1,480
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	C	44	660
23 <sup>rd</sup> – 50 <sup>th</sup> (25 Storey)	C	49	1,225
5 <sup>th</sup> – 50 <sup>th</sup> (40 Storey)	D	49	1,960
5 <sup>th</sup> – 28 <sup>th</sup> (20 Storey)	E	49	980
<b>TOTAL:</b>			<b>9,630</b>

Note:

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F.
2. Refuge Floor located on 22/F.

## **TOWER 8**

<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	A	50	750
23 <sup>rd</sup> – 50 <sup>th</sup> (25 Storey)	A	79	1,975
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	B	40	600
23 <sup>rd</sup> – 50 <sup>th</sup> (25 Storey)	B	74	1,850
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	C	44	660
23 <sup>rd</sup> – 50 <sup>th</sup> (25 Storey)	C	49	1,225
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	D	49	735
23 <sup>rd</sup> – 50 <sup>th</sup> (25 Storey)	D	78	1,950
5 <sup>th</sup> – 21 <sup>st</sup> (15 Storey)	E	78	1,170
<b>TOTAL:</b>			<b>10,915</b>

Note:

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F.
2. Refuge Floor located on 22/F.



## THE SECOND SCHEDULE

### PART I

#### **1. Rights, Easements and Privileges applicable to Owners of the Development**

- |  |   |
|--|---|
| <b>Right to pass and use Estate Common Areas and Estate Common Services and Facilities</b> | (a) Full right and liberty (subject always to the rights of the Manager and the First Owner reserved under this Deed) for the Owner of each Unit of the Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use such part(s) of the Estate Common Areas and the Estate Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit.   |
| <b>Right to Support</b>  | (b) The right to subjacent and lateral support and to shelter and protection from the other portions of the Land and the Development.   |
| <b>Right of running water and utilities</b>  | (c) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other services from and to each Unit or other parts of the Development through the sewers, gutters, drains, water courses, pipes, flues, conduits, ducts, wires, cables, louvers and other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the Unit or other parts of the Development provided that the Owner of the Unit or the Owners of the Development (as the case may be) shall at their own expense maintain and repair the aforesaid facilities and services and make good or be responsible for all costs of making good any damage caused thereto as a result of exercise of right herein contained and/or carrying out the maintenance and repair of the aforesaid facilities and services. |
| <b>Right to enter</b>  | (d) The right for the Owner or occupier for the time being of each Unit with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon the relevant parts of the Development for the purpose of carrying out any work necessary for the maintenance and repair of such Unit or any Party Wall forming part of it or services, facilities or installations therein or serving that Unit exclusively, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access Provided That the Owner and occupier of the relevant Unit shall in exercising such right of entry cause as little disturbance as possible and shall make good any damage caused thereby.   |

#### **2. Rights, Easements and Privileges applicable to all Owners of the Residential Development**

- |  |  |
|--|--|
| <b>Rights of Owners of the Residential Development</b> | (a) Full right and liberty (Subject Always to the rights of the Manager and the First Owner reserved under this Deed) for the Owner of a Residential Unit of the Residential Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons |
|--|--|

having the like right) :

- (i) to go, pass and repass over and along and upon and to use the Residential Common Areas and the Residential/Residential Car Park Common Areas and the Residential Common Services and Facilities and the Residential/Residential Car Park Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit;
- (ii) to go, pass and repass over and along and upon the Estate Common Areas and the Residential Car Park Common Areas for the purposes of access and egress to and from the drop off areas, the lay-bys, loading and unloading spaces, the visitors' car parking spaces; and
- (iii) to go, pass and repass over and along and upon those parts of the Pedestrian Link which form part of the Commercial Development for all purposes connected with the use and enjoyment of his Unit.

**Right to use recreational areas and facilities**

(b) Full right and liberty for the residents for the time being, of a Unit in the Residential Development and his bona fide guests and visitors to use and enjoy, for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Private Recreational Areas and Facilities intended for use by the residents of the Residential Development and his bona fide guests and visitors PROVIDED that in exercising such right no person shall damage or interfere with or permit or suffer to be damaged or interfered with, the general amenities, plant, equipment or services provided.

**3. Rights, Easements and Privileges applicable to the Owners of the Car Parking Spaces**

**Rights of Owners of the Car Parking Spaces**

(a) Full right and liberty (Subject Always to the rights of the Manager and the First Owner reserved under this Deed) for the Owner of a Car Parking Space for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use the Residential Car Park Common Areas, the Residential/Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities and the Residential/Residential Car Park Common Services and Facilities for all purposes connected with the use and enjoyment of his Car Parking Space.

**Rights of Owners  
of the EV Car  
Parking Spaces**

(b) Subject to the provisions of Clauses 24, 25 and 26 of Section E of this Deed and to the management expenses for the Common EV Facilities to be borne by the Owners of EV Car Parking Spaces, the full right and liberty (Subject Always to the rights of the Manager and the First Owner) for the Owner of an EV Car Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the electric meter room of the Residential Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Residential Car Park Common Areas at such locations and in such manner to be approved by the Manager for the purposes of or in connection with the use and enjoyment and operation of the Non-Common EV Facilities serving his EV Car Parking Space exclusively.

**4. Rights, Easements and Privileges applicable to the Owners of the Commercial Development**

**Rights of Owners of  
the Commercial  
Development**

(a) The full right and liberty (Subject Always to the rights of the Manager and the First Owner reserved under this Deed) for the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any)) of the Commercial Development and all other persons authorized by them in common with all other persons having the like right) to go, pass and repass over and along and upon any part of the Estate Common Areas for the purposes of access to and egress from the Commercial Development.

(b) Subject to Clause 3 of the Third Schedule hereto, the right for the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any)) of the Commercial Development and all others authorized by them to install, exhibit, erect or affix on or within the Commercial Development or any part thereof (including, but not limited to, the external walls thereof) owned by them any structure, installation, sign, signboard, advertisement or other things (whether illuminated or not) and to carry out any alteration and/or addition works (whether structural or non-structural) to the Commercial Development or any part thereof (including, but not limited to, the external walls thereof) owned by them subject to the prior approval or consent having been obtained from the relevant Government authorities or department if such approval or consent is required and subject also to compliance with all applicable Building Regulations or any ordinances, legislations and regulations or other permit, consent or requirement from time to time applicable thereto Provided That it will not create any nuisance or interfere with the enjoyment and use by any Owners or occupiers of their Units and Provided Further That the relevant Owner(s) of the Commercial Development shall be responsible for and shall indemnify the Manager and all other Owners from all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the installation, exhibition, erection, affixing, use or removal of any structure, installation, sign, signboard, advertisement or other things by him or any defect therein or the non-repair thereof or any alteration or

addition works carried out or caused to be carried out by him. Any land premium, payments, compensation and other money in relation to such amendment, alteration, and variation shall be borne by the relevant Owner(s) of the Commercial Development solely.

(c) Subject to the approval of the Manager, the right for the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any)) of the Commercial Development to designate or re-designate or alter the use of the Commercial Development or any part(s) thereof owned by such Owner(s), without the concurrence or approval of any other Owners or other person having an interest in the Land and the Development and no such designation, re-designation or alteration shall give the other Owners any right of action against such Owner(s) Provided that such designation, re-designation or alteration will not create any nuisance or interfere with the enjoyment and use by any Owners or occupiers of their Units but nothing herein shall absolve such Owner(s) from the requirements of obtaining the prior written consent of the Government pursuant to the Government Grant (if necessary) and/or other relevant governmental authorities.

(d) The right for the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any)) of the Commercial Development to name and change the name of the Commercial Development or any part(s) thereof at any time Provided That one (1) month's prior written notice shall be given to the Manager and the Owner(s) of the Commercial Development shall bear all costs incurred by the Manager in erecting or replacing any existing building name or directional signage within the Development as a result of the exercise of this right and Provided Further That it will not create any nuisance or interfere with the enjoyment and use by any Owners or occupiers of their Units

(e) Subject to the approval of the Director , the right for the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any)) of the Commercial Development to allocate and/or sub-allocate the number of Shares in the Land and the Development in respect of the Commercial Development or any parts thereof retained by the Owner(s) of the Commercial Development and the Management Units relating thereto Provided That such allocation or sub-allocation shall not affect or prejudice the Shares and Management Units allocated to other Units or the use and enjoyment of any Unit by any Owner or occupier shall not be adversely affected.

(f) The right for the Owners of the Commercial Development to enter into a Sub-Deed of Mutual Covenant in respect of the Commercial Development (the "**Commercial Sub-DMC**") and Sub-Deed(s) of Mutual Covenant in respect of any part of the Commercial Development (the "**Commercial Sub-Sub-DMC**") which expression shall include all subsequent and further Sub-Deeds of Mutual Covenant in respect of part of the Commercial Development and any documents (whatsoever named)

which by their nature or in substance amount to a Sub-Deed of Mutual Covenant in respect of part of the Commercial Development) for the purpose of making further provisions for the management, maintenance and servicing of the Commercial Development or the relevant part thereof for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided that :

- (i) the Commercial Sub-DMC or the Commercial Sub-Sub-DMC (as the case may be) must be previously approved in writing by the Director unless the Director , in his absolute discretion, waives the requirement of approval of the Commercial Sub-DMC or the Commercial Sub-Sub-DMC (as the case may be);
- (ii) (unless the Director , in his absolute discretion, waives the requirement of approval of the Commercial Sub-DMC or the Commercial Sub-Sub-DMC (as the case may be)), the Owners of the Commercial Development or the relevant part of the Commercial Development (as the case may be) shall keep the Manager fully informed of the updated status of the approval process including but not limited to any objection or amendments made by the Director ;
- (iii) the provisions of the Commercial Sub-DMC or the Commercial Sub-Sub-DMC (as the case may be) shall not conflict with the provisions of this Deed and shall not affect the rights, interests or obligations of other Owners and/or the Manager under this Deed;
- (iv) the Commercial Sub-DMC shall contain the following provisions to the effect that:-
  - (a) a manager shall be appointed for the management, maintenance and servicing of the Commercial Development (the “**Commercial Manager**”);
  - (b) the Commercial Manager shall include in the annual budget for the Commercial Development as items of expenditure the Management Charges, payment of any deposits, contributions to the estate common account of the Special Fund and any other costs and expenses which the Owners of the Commercial Development shall be liable to pay or contribute under this Deed in relation to the Estate Common Areas and the Estate Common Services and Facilities (collectively the “**Contributions**”);

- (c) the Commercial Manager shall have power and duty to collect from the Owners of the Commercial Development management charges to cover the Contributions.; and
- (d) the Commercial Greenery Areas and the loading and unloading spaces provided pursuant to Special Condition No.(46)(a)(ii) of the Government Grant and designated for use by the Commercial Development shall be designated as part of the Commercial Common Areas in the Commercial Sub-DMC.
- (v) the Commercial Manager shall comply with the provisions of the Commercial Sub-DMC mentioned in subparagraphs (iv)(b) and (iv)(c) above and the Manager shall be entitled to take enforcement actions against the Commercial Manager and/or the Owners of the Commercial Development in respect of their respective obligations relating to payment of the Contributions payable by the Owners of the Commercial Development under this Deed.
- (g) The right for the Owner of the Commercial Development for so long as it remains the sole Owner thereof to maintain the Covered Footbridges and to make alteration, addition and/or improvement to the Covered Footbridges without the concurrence or consultation or approval of any Owner or other person having an interest in the Development or any part thereof, but nothing herein shall absolve the Owner of Commercial Development from obtaining the prior written consent of the Government.

**THE SECOND SCHEDULE**

**PART II**

**EXCEPTIONS AND RESERVATIONS**

**Rights of other  
Owners**

1. Easements, rights and privileges equivalent to those set forth in Clauses 1(b), (c) and (d) of Part I of this Second Schedule in favour of all other Owners.

**Rights of the  
Manager**

2. (a) Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit for the purposes of carrying out necessary repairs to the Development including but not limited to inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Development, the Common Areas and the Common Services and Facilities or any part or parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed causing as little disturbance as is reasonably practicable and making good any damage caused thereby Provided That the Manager shall at its own costs and expense repair any damage so caused by the default of the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, agents and contractors.

(b) The rights for the Manager with or without surveyors contractors workmen and others to carry out all necessary works required by the Director, including the temporary closure of any opening in the building or buildings erected on the Land so as to enable the erection and connection of the Pedestrian Link, the Pedestrian Walkway or the Covered Footbridges. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification.

(c) In respect of any flat roof or roof (if any) forming part of a Unit:

(i) the right for the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon any such flat roof or roof and to remain there for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing,

maintaining, cleaning, painting or decorating all or any part of the Common Areas and Common Services and Facilities in or upon the flat roof or roof or to which access is gained via the flat roof or roof and, on a temporary basis, to erect, place or store on any flat roof or roof any scaffolding or other plant, equipment or materials necessary for the purpose of the aforementioned works for so long as such works are being carried on Provided That the Manager, its servants, agents, contractors and duly authorized persons in exercising the aforesaid rights shall cause as little disturbance as reasonably practicable and shall make good any damage caused thereby;

- (ii) the right for the Manager to have access to, over and/or on the flat roof or the roof or the parapet walls of the flat roof or the roof for the purposes of cleaning gondola and/or any davit arm, other equipment or device of management (collectively referred to in this Deed as the “gondola” which expression shall include all brackets, hinges, posts or other related equipment) installed and placed within the Residential Common Areas and to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development or any part thereof and Provided that prior reasonable notice shall be given to the relevant Owner by the Manager, its servants, agents, contractors and persons duly authorized to enter upon the flat roof or roof for the purposes of operating, installing, keeping, repairing, storing and/or parking the gondola and in this connection the Manager, its agents, contractors and duly authorized persons shall have the right to temporarily fence off the relevant part of the flat roof or roof on giving prior reasonable notice to the relevant Owner Provided That in exercising any of its aforesaid rights the Manager, its servants, agents, contractors and persons duly authorized to enter upon the flat roof or roof shall cause as little disturbance as reasonably practicable and shall make good any damage caused thereby.

**Rights of First  
Owner**

**Preamble**

3. Without prejudice to the easements, rights, entitlements, liberties and privileges expressly conferred upon the First Owner under the



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

- (i) the naming rights of the First Owner in respect of the Development in the manner as herein provided;
- (ii) the construction, development and completion of the Development;
- (iii) the change in design, layout, disposition, height and use of any part of the Development which the First Owner shall remain to be the Owner;
- (iv) the maximisation of the development potential of any part of the Land and/or the Development which the First Owner shall remain to be the Owner insofar as such maximisation shall be permissible and approved by the Government;
- (v) management and control of those parts of the Development which the First Owner shall remain to be the Owner;
- (vi) connecting of those parts of the Development which the First Owner shall remain to be the Owner to the neighbouring developments; and
- (vii) protection of the exercise of any rights and powers as are conferred upon the First Owner under the Government Grant and the Assignment.

### **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 Development and the interest therein that for so long as the First Owner remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the (i) Assignment and (ii) the Assignment to the Purchaser), the First Owner shall have the exclusive and 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 entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development :-

(a) at all times with or without contractors, servants, agents, workmen or other persons authorised, to enter into and upon any part of the Land and the Development (excluding the Units which have been assigned by the First Owner) with all necessary tools, equipment, plant and materials and (if necessary) to use on a temporary basis only the Common Areas and Common Services and Facilities for the purpose of transportation and passage through and the storage of building materials and equipment for the purpose of:-

- (i) completing or commissioning the construction of any part of the Land and the Development either alone or in conjunction with any adjacent land or adjacent buildings in such manner and with such materials as the First Owner in its absolute and unfettered discretion shall deem fit;
- (ii) constructing future pedestrian links or pedestrian walkways or accessways connecting the Development to the neighbouring lands or development;
- (iii) constructing and developing footbridges and connection points at such point or part or parts of the Development as it may require from time to time;
- (iv) carrying out all necessary works for temporary closure of any part of the Development when called upon by the Director and carry out all necessary repair or maintenance work in relation to such temporary closure;

The First Owner in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners shall not use while such works are being carried out and the Owners shall comply with the requirements of such notification Provided That when carrying out such works the First Owner shall cause as little disturbance to the Owners as is reasonably practicable by providing such measures as may be necessary including but not limited to noise abatement and dust protection measures and shall indemnify any Owner in respect of costs and expenses incurred as a result of any damage caused to any Unit and Provided Further that the exercise of such rights shall not interfere with an Owner's exclusive right to the use enjoyment and occupation of the Unit which he owns nor prevent or

impede access to or egress from any such Unit and Provided Further that the First Owner shall be solely responsible for the maintenance and management expenses of those parts of the Common Areas and Common Services and Facilities which the Owners shall not use as aforesaid while the aforesaid works are being carried out and to make good any damage caused to those parts of the Common Areas and Common Services and Facilities as a result of the use of such parts by the First Owner;

- (b) in accordance with the terms of the Government Grant, to assign upon execution of this Deed the Common Areas and Common Services and Facilities or any part or parts thereof together with the Shares relating thereto to the Manager, without consideration, for the general benefit of the Owners Provided that upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or are removed in accordance with the provisions of Clause 2 of Section H of this Deed and another manager appointed in its place, or if required by an Owners Corporation for the Development formed under the Building Management Ordinance then the Manager or its liquidator shall assign such Common Areas and Common Services and Facilities together with the Shares relating thereto (if any) free of costs and consideration to the new manager or Owners Corporation (as appropriate) upon the same trusts;
- (c) without the necessity of making every Owner or other person having an interest in the Development or any part thereof a party thereto to, subject to the prior written consent of the Director, enter into a Sub-Deed of Mutual Covenant or Deed Poll in respect of any part of the Development for the purpose of allocating Shares and Management Units to any part of the Development (other than the Commercial Development) and of making further provisions for the management, maintenance and servicing of that part of the Development for which it is made and its equipments, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof;
- (d) subject to the prior approval of the Director, to redesignate or redistribute any Shares retained by it in the Development and allocated to any particular part of the Development the exclusive use of which is retained by the First Owner to any other part of the Development of which it has exclusive use;

- (e) subject to the prior written consent of the Director, to adjust the number of Management Units and/or the Shares into which the Land and the Development shall all be notionally divided and the fraction which each Share bears to the whole if such adjustment shall be required due to any change in the building design and/or amendment to the Building Plans Provided That such adjustment shall not affect any Owner's sole and exclusive right to hold use occupy and enjoy his Unit and Provided Also that no such adjustment shall have the effect of increasing the contributions to the Management Charges payable by such Owners by more than 5%;
- (f) to designate or re-designate the unit numbering and/or (subject to the prior approval of the Director) to allocate, re-allocate or sub-allocate the number of Shares and Management Units attached to those parts of the Development with any other parts of the Development which the First Owner remains to be the Owner thereof;
- (g) to change the name of the Development or any part thereof (other than the change of name of the Commercial Development or part thereof as governed by Clause 4(d) of Part 1 of the Second Schedule hereto) and to change at any time the name description and/or numbering of any building in the Development as it shall in its absolute discretion think fit subject, in the case of a change of name of the entire Development, to the approval of the Owners Committee and upon giving not less than 6 months' prior written notice to all Owners affected by the change Provided That the First Owner shall bear all costs incurred by the Manager in erecting or replacing any existing building name or directional signage within the Development as a result of the exercise of this right;
- (h) to alter, amend, vary or add to the Approved Plans or any master layout plan approved under the Town Planning Ordinance relating to the Development (other than those plans relating to any Units which have been sold or assigned by the First Owner) (including but not limited to the alteration of corridors and toilets) and/or any other building plans relating to the Development without the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof Provided that nothing herein contained shall absolve the First Owner from the requirements of obtaining the prior consent of the Director or other relevant government authorities pursuant to the Government Grant or other applicable legislation. No such alteration, amendment,

variation or addition shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against the First Owner or the Government Provided That the use and enjoyment of the Units by the Owners shall not be adversely affected thereby;

- (i) to carve out, surrender, dedicate or assign any part of the Land or the Development (other than the Common Areas and the Units which have been sold or assigned by the First Owner) to the Government either in the name of the First Owner or in the name of some Owners, such part or parts of the Land and the Development to be carved out, dedicated or assigned without the necessity of joining in other Owners and the Owners shall renounce and release all right, title, interest, benefit, claim and demand whatsoever of and in such portion of the Land and the Development and in the compensation therefor PROVIDED THAT an Owner's right to hold, use, occupy and enjoy his Unit shall not be adversely affected. All payments, compensation or other money relating or incidental to such surrender, dedication or assignment shall be paid to and received by the First Owner alone and the First Owner shall be empowered to give a good and valid receipt therefor;
- (j) without prejudice to sub-clause (e) hereof and subject to obtaining the prior written consent of the Director, to allocate and re-allocate Shares to any particular part of the Development (excluding the Units which have been assigned by the First Owner) following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Services and Facilities and to allocate and re-allocate Management Units to each Unit thereto necessitated by any change in gross floor area;
- (k) to construct maintain, lay, alter, remove, re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development or partly within the Land and the Development and adjoining land to supply utilities services and recreational facilities to the Land and the Development Provided that in exercising any of its rights under this Sub-clause by the First Owner, the use and enjoyment of the Units by the Owners shall not be adversely affected and Provided further that if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and

Facilities, the exercise of the aforesaid right shall be subject to the prior consent of the Owners Committee (if in existence) or the Manager (before the formation of the Owners Committee);

- (l) to demolish, modify, alter, reconstruct, further develop, re-develop or re-build the Land and/or the Development or any part thereof which shall remain vested in the First Owner either alone or in conjunction with any adjacent land or adjacent buildings and in such manner as the First Owner may deem fit and for all or any such purposes arrange for new buildings plans to be prepared and/or the Approved Plans to be changed, added to, altered or otherwise amended and to submit the same for approval by the Building Authority and/or such other competent Government authorities and to carry out all necessary demolition and construction works in connection therewith. The exclusive right to hold use occupy and enjoy and to receive the rents and profits from any new buildings or structures to be erected on or under the Land and the Development shall belong to the First Owner absolutely;
  
- (m) subject to the approval of a meeting of the Owners of the Development convened under this Deed, to obtain for the benefit of the Owners for the time being of the Development or any part thereof and their servants, agents, licensees, tenants and lawful occupants 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, recreational areas and facilities, subways, nullahs and culverts, 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 lands or to obtain any similar rights by licence on such terms and condition and from such persons as the First Owner shall deem fit;
  
- (n) subject to the approval of a meeting of the Owners of the Development convened under this Deed, to grant 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 link, pedestrian walkways, footbridges, subways, nullahs and culverts, 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 part or parts of the Estate Common Areas or Estate Common Services and Facilities, the Residential Common Areas or Residential Common Services and Facilities, the Residential Car Park Common Areas or the Residential Car Park Common Services and Facilities, the Residential/Residential Car Park Common Areas or the Residential/Residential Car Park Common Services and Facilities, or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem fit;

- (o) subject to the approval of a meeting of the Owners of the Development convened under this Deed to construct, maintain, repair and renew at the First Owner's own expense connections, footbridges, pedestrian link and/or pedestrian walkway whether or not linking the Land and the Development with any adjoining or neighbouring lots and/or developments;
- (p) (i) Where the uncompleted part(s) of the Development or the part(s) of the Development owned by the First Owner are affected, to agree with the Government any substitution, alteration, amendment, variation or addition to any drawings, designs and plans of any nature or purpose whatsoever of the Development (including but not limited to layout plans, general building plans, car park layout plans, landscape plans and concept plans) without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of the First Owner only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That in respect of the completed part(s) of the Development, the exercise of such right by the First Owner shall be restricted to Units which have not been sold or assigned by the First Owner and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units. No such substitution, alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against the First Owner or the Government. Any premia, payments,

compensation and other money in relation to or incidental to such substitution, alteration, amendment, variation or addition or document shall be paid by and received by the First Owner alone and the First Owner shall be empowered to give a good and valid receipt therefor; and

- (ii) subject to the approval of a meeting of the Owners of the Development convened under this Deed, to agree with the Government any substitution, alteration, amendment, variation or addition to the terms and conditions of the Government Grant, submissions and technical schedules contained or referred to in the Government Grant Provided that the exercise of such right shall not interfere with the rights of other Owners to hold, use, occupy and enjoy their Units and impede their access to their Units. No such substitution, alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against the First Owner or the Government. Any premia, payments, compensation and other money in relation to or incidental to such amendment, alteration, variation or addition or document shall be paid by and received by the First Owner alone and the First Owner shall be empowered to give a good and valid receipt therefor;

PROVIDED ALWAYS that the First Owner shall bear all cost and expenses in exercising any of the rights above PROVIDED ALWAYS that in exercising any of its rights herein, the First Owner shall not in any way adversely affect the use and enjoyment of the Units by the Owners or impede the access of the Owners to their respective Units PROVIDED ALWAYS that any consideration received or receivable in the exercise of rights to which the First Owner is specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to the First Owner and may be on such terms and conditions as the First Owner may deem appropriate. Any consideration received or receivable in the exercise of rights to which the First Owner is not specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to the Owners of the Estate and shall be credited to the Special Fund.

**Rights of Public  
over Covered  
Footbridges**

- 4. (a) The right for all the members of the public at all times during 24 hours a day during which the Covered Footbridges are in existence for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and



down FB2 or FB3 or FB4 or FB5 as referred to in Special Condition No. (36)(c)(iv) of the Government Grant.

(b) The right for all the members of the public at all reasonable times during the day and night throughout the period during which the Covered Footbridges are in existence for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down FB1 as referred to in Special Condition No. (36)(c)(iv) of the Government Grant.

**Rights of Public  
over Pedestrian  
Walkway**

5. The right for all members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Pedestrian Walkway.

## THE THIRD SCHEDULE

### RESTRICTIONS AND PROHIBITIONS

1. Subject to the rights reserved to the First Owner in Clause 3 of Part II of the Second Schedule to this Deed, an Owner shall not (except in case of sub-clauses (b) to (e), (o), (p), (s), (v) and (ab) to (ak) with the previous written consent of the Manager which may be granted, withheld or granted subject to conditions as the Manager may impose under Clause 8(a) of Section E hereof) :-

**Not to make  
alterations or  
additions**

- (a) make or permit or suffer to be made any external or structural alteration in or addition whatsoever which will affect the structural integrity of the Development or which may exceed the loading constraints of the structures in the Development or which interfere with or affect the rights of other Owners to any building, or other structure erected on or in the Development;
- (b) make or permit or suffer to be made any alterations to the existing design or external appearance of the facade or elevations of any building, or other structure erected on or in the Development Provided That the Owner(s) of the Commercial Development may affix any sign or advertisement to the external wall thereof for so long as such external wall is owned by him/them subject to prior approval of the relevant Government authority and compliance with all the relevant Ordinances and regulations made thereunder provided that (i) it will not create any nuisance or interfere with the enjoyment and use by any Owners or occupiers of their Units; (ii) the relevant Owner(s) of the Commercial Development shall be responsible for and shall indemnify the Manager and all other Owners from all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the installation, exhibition, erection, affixing, use or removal of any structure, installation, sign, signboard, advertisement or other things by him or any defect therein or the non-repair thereof or any alteration or addition works carried out or caused to be carried out by him; and (iii) any land premium, payments, compensation and other money in relation to such amendment, alteration, and variation shall be borne by the relevant Owner(s) of the Commercial Development solely;
- (c) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Development,

or the Common Areas any structure whatsoever whether of a temporary or permanent nature;

- (d) install or erect or permit or suffer to be installed or erected any air-conditioning or ventilation unit or plant, or any radio or television aerial or satellite dish, or any sunshade or canopy or awning, or any other fixture whatsoever on or over any roof, flat roof or through or over any window or through or on any external wall of the Development (except, in the case of air-conditioning units, at the air-conditioning platforms or such places designated for such purpose in the Residential Development);
  - (e) make or permit or suffer to be made any alterations to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or other utility or service to the Land and the Development or any part thereof;
  - (f) damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the Common Areas including any trees, plants or shrubs in or about the Land and the Development;
  - (g) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities;
  - (h) do or permit or suffer to be done anything whereby any insurance of the Land and the Development or any part thereof may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and each Owner shall indemnify the other Owners against any increased or additional premium which by reason by his act or default may be required for effecting or keeping up such insurance and in the event of the Development or any part or parts thereof being damaged or destroyed by any of the Insured Risks at any time and the insurance money under any insurance against such Insured Risks effected thereon being wholly or partially irrecoverable by reason solely or in part of his act or default then and in every such case such Owner shall forthwith pay to the other Owners the whole or (as the case may require) a proportion of the cost of completely rebuilding or reinstating the same;
  - (i) do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the terms and conditions of the Government Grant;
- Not to damage  
Common Areas**
- Not to damage  
Common Services  
and Facilities**
- Not to vitiate  
insurance**
- Not to breach  
Government Grant**

- Not to breach Ordinance etc.** (j) do or cause or permit or suffer to be done any act or thing which may be contrary to any relevant Ordinance, regulation or by-law;
- Offensive User** (k) (i) use any Unit for any offensive trade as prescribed from time to time by Section 48 of the Public Health and Municipal Services Ordinance nor permit the storage of any hazardous, combustible, unlawful or explosive goods or substance or any “**dangerous**” or “**prohibited**” goods within the meaning of the Dangerous Goods Ordinance;
- (ii) use or permit or suffer to be used any Residential Unit other than as a private dwelling;
- (iii) use or permit or suffer to be used any Unit for any purpose whatsoever other than as permitted under the Government Grant ;
- (iv) use or permit or suffer to be used any Car Parking Space other than for the parking of motor vehicle or motor cycle (as the case may be) registered in the name of the resident of a Residential Unit or his bona fide guests, visitors or invitees according to the carpark layout plan for the Development approved by the Building Authority and in particular shall not use the said space for the storage, display or exhibiting of motor vehicles for sale or otherwise;
- Balconies and Utility Platforms** (l) (i) cause, permit, suffer or allow any Balcony or Utility Platform to be enclosed in whole or in part by any material of whatsoever kind or nature, or keep and maintain any Balcony or Utility Platform in such design and layout otherwise than as provided under the Approved Plans as at the date of this Deed;
- (ii) erect, affix or place or cause or permit or suffer or allow to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature or any fitting on any Balcony, Utility Platform or any part thereof;
- Not to use for illegal or immoral purposes** (m) use or permit or suffer to be used any Unit for gambling or for any illegal or immoral purpose;

- Not to cause nuisance** (n) do or cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners and occupiers of the Land and the Development;
- Not to alter external appearance** (o) use or permit or suffer to be carried out on any portion of any Unit or any Balcony or Utility Platform (if any) held and enjoyed therewith, any works in any way so as to affect or alter the external appearance of the buildings Provided That the Owner(s) of the Commercial Development may affix any sign or advertisement to the external wall thereof for so long as such external wall is owned by him/them subject to prior approval of the relevant Government authority and compliance with all the relevant Ordinances and regulations made thereunder provided that (i) it will not create any nuisance or interfere with the enjoyment and use by any Owners or occupiers of their Units; (ii) the relevant Owner(s) of the Commercial Development shall be responsible for and shall indemnify the Manager and all other Owners from all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the installation, exhibition, erection, affixing, use or removal of any structure, installation, sign, signboard, advertisement or other things by him or any defect therein or the non-repair thereof or any alteration or addition works carried out or caused to be carried out by him; and (iii) any land premium, payments, compensation and other money in relation to such amendment, alteration, and variation shall be borne by the relevant Owner(s) of the Commercial Development solely;
- Not to misuse lavatories** (p) use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision;
- Not to interfere with fire protection or security systems** (q) do or permit or suffer to be done any act or thing which will damage or interfere with or affect the operating of any fire protection or fire fighting system, equipment or apparatus or any security system, equipment or apparatus or any part or parts thereof and each Owner shall keep the other Owners indemnified against all loss, damages, claims and demands sustained by them as a result of any act or thing

done or permitted or suffered to be done by the Owner as aforesaid;

**Not to contravene  
fire regulations**

- (r) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances or any staircase or floor of the Units or in or on or at any of the exits therefrom any metal grille or shutter or gate that might in any way contravene the regulations from time to time in force of the Fire Services Department or other competent authority concerned, nor in any other respect to contravene the said regulations;

**Not to lock roof  
exits**

- (s) lock the doors or entrances of the roofs of the Development PROVIDED HOWEVER THAT nothing in this Clause shall affect the rights of the Owner(s) to lock the doors or entrances of the roof or portion of the roof owned by him if such locking does not contravene fire regulations;

**Not to obstruct  
Common Areas**

- (t) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims damages or expenses of and against the Manager in respect thereof;

**Not to obstruct  
driveways**

- (u) park in, obstruct or otherwise use or permit or suffer any servant, agent, visitor or licensee to park in, obstruct or otherwise use those areas of the Land and the Development allocated to the parking, movement or access of vehicles or designated as lay-bys and loading and unloading areas otherwise than in accordance with the Building Rules from time to time made pursuant to Section K of this Deed;

**Pets**

- (v) (i) No Owner shall bring on to or keep any dogs, cats, pets, livestock, live poultry, birds or other animals on any part of the Development PROVIDED THAT subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the Building Rules and Fitting Out Rules, domestic animal or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by at least two (2)

Owners or occupiers of any part of the Development, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion.

- (ii) In no event shall dogs be permitted in lifts or in any part of the Development intended for common use unless they are:-
  - (1) carried;
  - (2) on leash and wearing mouth strap;
  - (3) microchipped and vaccinated;
  - (4) licensed by the Agriculture, Fisheries and Conversation Department; and
  - (5) registered with the Manager.
- (iii) Notwithstanding anything contained in paragraphs (i) and (ii) of this sub-clause, in no event shall dogs be permitted in the Common Areas (including without limitation, the Club House and lawns areas) save for those areas as may be designated by the Manager for use by dogs from time to time.

**Not to partition**

- (w) exercise or attempt to exercise any statutory or common law right to partition the Land and the Development.

**Not to make internal alterations or additions**

- (x) (i) make any structural alteration to a Unit or any part of the Development without obtaining (1) all relevant prior written approval from all relevant government authorities including but not limited to the Building Department and (2) the prior written consent of the Manager which shall not be unreasonably withheld subject to the Owner making an application supported by drawings and where appropriate a specification in duplicate and paying the reasonable approval fees of the Manager and their professional advisers Provided Further That no Owner shall make any structural alteration which will interfere with or affect the rights of other Owners;
- (ii) where any fitting out works or alterations to a Unit require any alteration to base buildings services, including, but not limited to, the sprinkler system,

heating ventilation and air-conditioning system and plumbing and drainage, employ contractors other than the contractor nominated by the Manager for the purpose of carrying out those works at the Owner's own cost;

- |                                       |      |   |
|---------------------------------------|------|---|
| <b>Not to sub-divide or partition</b> | (y)  | sub-divide or partition a Residential Unit or a Car Parking Space.  |
| <b>Sub-Deed of Mutual Covenant</b>    | (z)  | enter into any Sub-Deed of Mutual Covenant in respect of any part of the Development without the prior written consent of the Director.   |
| <b>Floor Loading</b>                  | (aa) | place on any part of the floors of any Unit any machinery goods or merchandise which may cause the maximum floor loading-bearing capacity thereof to be exceeded and in the event of breach of this covenant the Owner shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein, provided that the making good of such damage as aforesaid shall be without prejudice to any further right which may be exercised by the Manager by virtue of such breach.  |
| <b>Offensive Odours and Refuse</b>    | (ab) | <p>(i) cause or permit any offensive or unusual odours to be produced upon, permeate through or emanate from the part of the Development owned by him and not to allow any garbage or waste food to accumulate on such part or other part of the Development provided that the Manager's opinion on whether any odour is offensive or unusual is conclusive and binding on the Owner.</p> <p>(ii) dispose of the refuse except in the places designated by the Manager. No Owner shall use the refuse chutes.</p> |
| <b>Excessive Noise</b>                | (ac) | produce or permit or suffer to be produced any music or noise (including sound produced by broadcasting or any apparatus or equipment capable of producing, reproducing, receiving or recording sound) or vibration or other acts or things in or on the part of the Development owned by him so as to cause a nuisance to other residents, owners or occupiers of the Development.   |
| <b>Not to misuse lifts</b>            | (ad) | (i) use the designated passenger lifts in the Development other than for transportation of persons and small light packages;  |



- (ii) use the service lifts in the Development for the transportation of any goods or articles which in the opinion of the Manager may overload or affect the normal or safe operation of those lifts.
  
- Not to hang washing** (ae) use or permit or suffer to be used any portion of any Unit for the drying of clothes or any similar purpose in any way so as to alter the external appearance of the Development or cause nuisance or annoyance to the other Owners or occupiers of the Land and the Development.
  
- Not to exhibit signs** (af) exhibit any advertising signage in or upon any Unit in the Residential Development except as authorised by this Deed.
  
- Not to tamper with fixed windows** (ag) tamper with any fixed window or window with fixed glazing in any Residential Unit which should only be unlocked by the Manager upon receipt of prior reasonable notice from the Owner or occupier of the relevant Residential Unit and only for the purpose of cleaning or maintenance of such window.
  
- Installation of air-conditioning units** (ah) affix or install onto the external walls or through the windows of any Residential Unit any air-conditioner or air-conditioning unit other than at the air-conditioning platform already provided or at such places designated for such purposes without the prior written consent of the Manager and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and/or the Development.
  
- Not to tamper with fire alarm** (ai) tamper with, remove or interfere with or permit or suffer or cause to be tampered with, removed or interfered with the fire alarm system serving the Development or any part thereof and/or the common fire alarm system installed in the Development connecting and serving the Development.
  
- Not to install door grilles/alter door design** (aj) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached any grille, shutter or gate (whether in metal or any other material) in or on or at the entrance doors of the Residential Units and not to alter the design and colour of the entrance door.
  
- Installation of window grilles** (ak) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows of any Residential Unit any window grille which shall in any way contravene the regulations of

the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and the design of any window grille shall comply strictly in accordance with such guidelines and/or specification and/or prescribed design that may from time to time be issued by the Manager and such design and installation shall comply in all respects with the Building Rules and Fitting Out Rules.

**Not to tamper with Noise Mitigation Measures**

- (al) alter, vary or tamper with the Noise Mitigation Measures or any part thereof.

The above obligations, prohibitions and restrictions are equally applicable to the tenants and/or licensees of the Residential Units and/or Car Parking Spaces who occupy the Residential Units or Car Parking Spaces under lease or tenancy agreement or licence (whether such lease or tenancy agreement or licence is written or oral) with the Owners.

**Preservation of Trees**

2. No Owner shall remove or interfere with the trees growing on the Land or adjacent thereto without the prior written consent of the Director who may in granting consent impose such conditions as to transplanting, compensatory landscaping or replanting as the Director may deem appropriate.

**Not to advertise in the Covered Footbridges**

3. No Owner shall use or permit or suffer to be used any part of the Covered Footbridges either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

**Not to advertise in the Noise Mitigation Measures**

4. No Owner shall use or permit or suffer to be used any part of the noise barriers and other facilities under the Noise Mitigation Measures for advertising or for display of any signs, notices or posters whatsoever.

**Residential Care Home**

5. No provision herein shall operate to prohibit, prevent hinder or prejudice the establishment or operation of residential care homes as defined in the Residential Care Homes (Elderly Persons) Ordinance Cap.459 or residential care homes for persons with disabilities as defined in the Residential Care Homes (Persons with Disabilities) Cap.613 and any regulations made thereunder and any amending or replacing legislation or the use of the Land and Development or any part thereof or any building or part thereof erected thereon for such purpose.

**Not to demolish or alter any partition wall, etc. resulting in a Residential Unit being internally**

6. (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in a Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential

**linked to an adjacent  
Residential Unit**

Unit, except with the prior written consent of the Director or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion

(b) The Manager shall deposit in the management office the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential common account of the Special Fund.

## **THE FOURTH SCHEDULE**

### **SCHEDULE OF WORKS AND INSTALLATIONS**

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) plumbing system;
- (e) drainage system;
- (f) fire services installations and equipment;
- (g) electrical installation system;
- (h) lift installations;
- (i) gas supply system;
- (j) window/glass wall/cladding installations;
- (k) central air-conditioning and ventilation system;
- (l) all external works at grade and/or above grade including all hard and soft landscaping features;
- (m) all internal finishes of Common Areas;
- (n) security systems and apparatus;
- (o) television and broadcasting system;
- (p) telecommunication system;
- (q) car park control system;
- (r) provision for accommodating building maintenance units including gondola.

**THE FIFTH SCHEDULE**

**RESIDENTIAL UNITS WITH BALCONY**

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
1	All Floors	All Units

Note: There is no designation of 4/F, 13/F and 14/F for Tower 1.

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
2	All Floors	All Units

Note: There is no designation of 4/F, 13/F, 14/F and 24/F for Tower 2.

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
3	All Floors	All Units

Note: There is no designation of 4/F, 13/F, 14/F, 24/F and 34/F for Tower 3.

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
5	All Floors	Units A, C, D and E
5	40 <sup>th</sup> – 48 <sup>th</sup>	Unit B

Notes :

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F for Tower 5.
2. Refuge floor is located on 22/F.

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
6	All Floors	Units A, C and D
6	29 <sup>th</sup> – 48 <sup>th</sup>	Unit B
6	5 <sup>th</sup> – 28 <sup>th</sup>	Unit E

Note:

1. There is no designation of 4/F, 13/F,14/F, 24/F, 34/F and 44/F for Tower 6
2. Refuge Floor is located on 22/F

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
7	All Floors	Units A, C and D
7	29 <sup>th</sup> – 50 <sup>th</sup>	Unit B
7	5 <sup>th</sup> – 28 <sup>th</sup>	Unit E

Note:

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F for Tower 7
2. Refuge Floor is located on 22/F

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
8	All Floors	Units A, C and D
8	23 <sup>rd</sup> – 50 <sup>th</sup>	Unit B
8	5 <sup>th</sup> – 21 <sup>st</sup>	Unit E

Note :

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F for Tower 8
2. Refuge Floor is located on 22/F.

**RESIDENTIAL UNITS WITH UTILITY PLATFORM**

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
1	All Floors	all Units

Note: There is no designation of 4/F, 13/F and 14/F for Tower 1.

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
2	All Floors	All Units

Note: There is no designation of 4/F, 13/F, 14/F and 24/F for Tower 2.

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
3	All Floors	All Units

Note: There is no designation of 4/F, 13/F, 14/F, 24/F and 34/F for Tower 3.

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
5	40 <sup>th</sup> – 48 <sup>th</sup>	Unit B

Notes :

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F for Tower 5.
2. Refuge floor is located on 22/F.

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
6	29 <sup>th</sup> – 48 <sup>th</sup>	Units A and B

Note:

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F for Tower 6.
2. Refuge Floor is located on 22/F.

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
7	29 <sup>th</sup> – 50 <sup>th</sup>	Units A and B

Note:

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F for Tower 7.
2. Refuge Floor is located on 22/F.

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>
8	23 <sup>rd</sup> – 50 <sup>th</sup>	Units A and B

Note :

1. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F for Tower 8.
2. Refuge Floor is located on 22/F.



**SIXTH SCHEDULE**

**RESIDENTIAL UNITS WITH NOISE MITIGATION MEASURES**

1 Residential Units with fixed glazing for the façade

Tower	Floor	Unit	Room
1	5/F-12/F & 15/F-18/F	Unit A & D	Dining Room, Master Bedroom
2	5/F-12/F, 15/F-23/F & 25/F-27/F	Unit A & D	Dining Room, Master Bedroom
3	5/F-12/F, 15/F-23/F, 25/F-33/F & 35/F - 37/F	Unit A & D	Dining Room, Master Bedroom
5	5/F-12/F, 15/F-21/F, 23/F, 25/F-33/F & 35/F-39/F	Unit E	Master Bedroom, Bedroom 2
	40/F-43/F & 45/F - 48/F	Unit D	Master Bedroom, Bedroom 2
6	5/F-12/F, 15/F-21/F, 23/F & 25/F-28/F	Unit E	Bedroom 2
	29/F-33/F, 35/F-43/F & 45/F - 48/F	Unit D	Bedroom 2

2 Residential Units with acoustic fins

Tower	Floor	Unit	Room
3	5/F-12/F, 15/F-23/F, 25/F-33/F & 35/F - 37/F	Unit C	Living Room
	5/F-12/F, 15/F-23/F, 25/F-33/F & 35/F - 37/F	Unit D	Master Bedroom, Bedroom 2
5	5/F-12/F, 15/F-21/F, 23/F, 25/F-33/F & 35/F-39/F	Unit A	Bedroom 1, Bedroom 2
	40/F-43/F & 45/F - 48/F	Unit A	Master Bedroom, Bedroom 2
	5/F-12/F, 15/F-21/F, 23/F, 25/F-33/F & 35/F-39/F	Unit E	Master Bedroom
	40/F-43/F & 45/F - 48/F	Unit D	Master Bedroom
6	5/F-12/F, 15/F-21/F, 23/F & 25/F-28/F	Unit D	Living Room
	29/F-33/F, 35/F-43/F & 45/F - 48/F	Unit C	Living Room
	5/F-12/F, 15/F-21/F, 23/F & 25/F-28/F	Unit E	Bedroom 1
	29/F-33/F, 35/F-43/F & 45/F - 48/F	Unit D	Bedroom 1

3 Residential Units with openable double glazing window

Tower	Floor	Unit	Room
3	5/F-12/F & 15/F-18/F	Unit D	Master Bedroom
5	5/F-12/F, 15/F-21, 23/F, 25/F-27/F& 28/F -29/F	Unit A	Bedroom 1
	5/F-12/F, 15/F-21/F, 23/F, 25/F-31/F, 32/F -33/F & 35/F	Unit A	Bedroom 2
	5/F-12/F, 15/F-21/F, 23/F, 25/F-33/F & 35/F-39/F	Unit D	Living Room, Bedroom 1, Bedroom 2
	40/F-43/F & 45/F - 48/F	Unit C	Living Room, Bedroom 1, Bedroom 2
	5/F-12/F, 15/F-21/F, 23/F, 25/F-33/F & 35/F-39/F	Unit E	Living Room, Master Room, Bedroom 1
	40/F-43/F& 45/F- 48/F	Unit D	Living Room, Master Room, Bedroom 1
6	11/F-12/F, 15/F-21/F, 23/F & 25/F-28/F	Unit D	Bedroom 2
	29/F-33/F, 35/F-43/F& 45/F - 48/F	Unit C	Bedroom 2
	12/F, 15/F-21/F, 23/F & 25/F	Unit E	Living Room
	7/F-12/F, 15/F-21/F, 23/F & 25/F-28/F	Unit E	Bedroom 1
	29/F-33/F, 35/F-43/F& 45/F - 48/F	Unit D	Bedroom 1

Notes:

1. There is no designation of 4/F, 13/F and 14/F for Tower 1.
2. There is no designation of 4/F, 13/F, 14/F and 24/F for Tower 2.
3. There is no designation of 4/F, 13/F, 14/F, 24/F and 34/F for Tower 3.
4. There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F for Tower 5 and 6.

**SEALED** with the Common Seal of Tsuen )  
Wan West Cityside Property Development )  
Limited in its capacity as registered owner of )  
the Land and the Development (other than the )  
First Assigned Premises) and **SIGNED** by )  
 )  
whose signature(s) is/are verified by/in the )  
presence of : )

**SIGNED SEALED** and **DELIVERED** by )  
the Purchaser in the presence of :- )

**INTERPRETED** to the Purchaser by :-

**SIGNED SEALED** and **DELIVERED** by )  
 )  
 )  
duly authorised attorney(s) for and on behalf )  
of [ ] Limited in its capacity as the Manager )  
whose signature(s) is/are verified by/in the )  
presence of : )