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DATED the 21st day of May 2019

NMC 8 LIMITED

and



and

KERRY PROPERTY MANAGEMENT SERVICES LIMITED
(嘉里物業管理服務有限公司)

**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

of

**MONT ROUGE (緹山),
No. 9 Lung Kui Road, Kowloon
erected on**

New Kowloon Inland Lot No.6532

**BAKER & MCKENZIE
Hong Kong**

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THIS DEED is made on the 21st day of May 2019

BETWEEN:

- (1) **NMC 8 Limited** whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**First Owner**”);
- (2) [REDACTED]
(the “**First Assignee**”); and
- (3) **Kerry Property Management Services Limited** (嘉里物業管理服務有限公司) whose registered office is situate at 25th Floor, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong (the “**Company**”).

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

In this Deed the following definitions apply unless the context otherwise requires:

“**Advance Payment**” means a sum equal to 2 months’ Monthly Management Fees payable for a Unit during the first Financial Year;

“**Authorized Person**” means Wong Ming-yim of DLN Architects Limited of 46th - 47th Floor, Tower One, Times Square, Matheson Street, Hong Kong or any other authorized person as defined in Section 2(1) of the Buildings Ordinance (Cap. 123) for the time being appointed by the First Owner in his place;

“**Bored Pile Wall**” means “the Bored Pile Wall” as referred to under Special Condition No.(40)(a);

“**Brown Area**” means “the Brown Area” as referred to under Special Condition No.(27)(a) including everything forming a portion of or pertaining to it;

“**Budget**” means, in relation to a Financial Year, the budget of the Management Expenses which is prepared and sent or (as the case may be) displayed in accordance with Clause 10.2(b) by the Manager and has not been rejected under Clause 10.2(f), including all revisions thereto made in compliance with Clause 10.2(d); and “**approval**”, when used in relation to the Budget, means the preparation and sending or (as the case may be) displaying of the budget in accordance with Clause 10.2(b) and the fact of its not being rejected under Clause 10.2(f) and “**approve**”, when used in relation to the Budget, shall be construed accordingly;

“**Building Plans**” means the plans for the development of the Development approved by the Director of Buildings and, where required, the Director of Lands, and all approved amendments thereto;

“**Common Parts**” means all areas, systems, equipment, facilities, machinery, fixtures, fittings, Conduits or other matters in the Land;

- (a) which are intended for the common use and benefit of different Owners, occupiers, licensees or invitees of the Land or any part thereof;
- (b) as will fall within the definition of “common parts” in section 2 of the Ordinance; or
- (c) which are designated by an Owner to be Common Parts under Clause 14.15 of this Deed.

The expression shall include (subject to the provisions of this Deed) the matters referred to in Schedule 3 and shall also include those areas of the Development which are (for identification purpose) coloured indigo, indigo stippled black, yellow, yellow hatched black, yellow cross hatched black, yellow stippled black, violet and orange on the Plans and shall include, for the avoidance of doubt, “Development Common Parts”, “Residential Common Parts”, “Towers Common Parts” and “Parking Common Parts”. To avoid doubt, the expression shall exclude any system, equipment, facility, machinery, fixture, fitting or Conduit which serves only one Unit;

“**Common Parts Shares**” means the Shares allocated to the Common Parts under this Deed;

“**Common Utilities Deposits**” means the water, electricity, gas and other utilities deposits in respect of the Common Parts;

“**Conduits**” includes sewers, drains, pipes, wires, cables, ducts, risers, gutters, flues, watercourses, fibres and any medium for the passage or transmission of soil, sewage, water, gas, electricity, air, smoke, information or other matters, and associated equipment and structures;

“**Debris Removal Charge**” means a sum equal to one month’s Monthly Management Fees payable for the Residential Unit concerned during the first Financial Year;

“**Decoration Deposit**” means the Decoration Deposit referred to in Schedule 6, paragraph 25;

“**Development**” means the development erected on the Land known as “MONT ROUGE (纒山)”, No. 9 Lung Kui Road, Kowloon; and shall include all systems, equipment, facilities, machinery, fixtures, fittings and Conduits from time to time provided or installed therein;

“**Development Common Parts**” means:

- (a) those areas of the Development which are (for identification purpose) coloured indigo and indigo stippled black on the Plans;
- (b) the entire façade and all external walls (whether structural or load bearing or not, and whether curtain wall or not, including the frames, glass, cast-in anchors and other components of the curtain wall system; and including the non-structural prefabricated external walls as shown in the Building Plans)

(save to the extent forming part of any Unit or any other type of Common Parts) and all structural or load bearing elements of the Development (save to the extent forming part of any Unit or any other type of Common Parts);

- (c) the foundations of the Development;
- (d) quarters for watchmen and caretakers with lavatories provided under Special Condition No.(13)(a), which is (for identification purpose) coloured indigo and marked “QUARTERS FOR WATCHMEN AND CARETAKERS WITH LAVATORIES” on the Plans;
- (e) office accommodation for watchmen and caretakers provided under Special Condition No.(12)(a), which is (for identification purpose) coloured indigo and marked “OFFICE ACCOMMODATION FOR WATCHMEN AND CARETAKERS” on the Plans;
- (f) owners’ corporation or owners’ committee office provided under Special Condition No.(14)(a), which is (for identification purpose) coloured indigo and marked “OWNERS’ CORPORATION OR OWNERS’ COMMITTEE OFFICE” on the Plans;
- (g) the Transformer Room Facilities;
- (h) all those Slope Structures within the Land; and
- (i) those Common Parts which:
 - (i) are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Flats, Houses and the Parking Spaces; or
 - (ii) do not form part of the Residential Common Parts, Towers Common Parts and Parking Common Parts;

“Development Management Expenses” means all Management Expenses which:

- (a) are attributable to the Development Common Parts, or for the common benefit of the Owners, occupiers, licensees or invitees of different Flats, Houses and the Parking Spaces; or
- (b) do not form part of the Residential Management Expenses, Towers Management Expenses and Parking Management Expenses;

“Development Rules” means rules governing the Land from time to time in force made under this Deed and in accordance with the Ordinance;

“Estimated Management Expenses” means any of the following (as the case may be):

- (a) the proposed Management Expenses set out in the approved Budget for the

Financial Year in question;

- (b) if and for so long as Clause 10.2(c)(i) applies, the Management Expenses (if any) for the previous Financial Year; and
- (c) if and for so long as Clause 10.2(f) applies, the Management Expenses for the previous Financial Year, together with the additional amount permitted under Clause 10.2(f);

and the expressions “**Estimated Development Management Expenses**”, “**Estimated Residential Management Expenses**”, “**Estimated Towers Management Expenses**” and “**Estimated Parking Management Expenses**” shall be construed accordingly;

“**Financial Year**” means 1st January to 31st December in any year except that the first Financial Year shall start on the date of this Deed and end on:

- (a) 31st December of the same year; or
- (b) if this Deed is executed after 30th June of that year, 31st December of the next year;

or such other period as may be decided by the Manager under Clause 10.19;

“**First Assignee’s Unit**” means 299 Shares and the attached Right to Occupy House 5 of the Development;

“**Flat**” means a domestic unit (which term does not, for the avoidance of doubt, include any house) in the Development, in respect of which the Right to Occupy belongs to the Owner of the Shares allocated to such domestic unit, including:

- (a) any balcony, utility platform, flat roof, terrace, roof or garden held with and forming part of such domestic unit, each balcony or utility platform forming part of such domestic unit is, for the purpose of identification, hatched black (in the case of a balcony) or stippled black (in the case of a utility platform) on the Plans;
- (b) railings or glass balustrades enclosing a balcony, utility platform, flat roof, terrace, roof or garden held with and forming part of such domestic unit;
- (c) all glazing, window panes, window frames (including the glazing, window panes and window frames of the openable windows installed in a curtain wall), doors, door frames, sliding doors, sliding door frames, louvers, louver frames, skylights, skylight frames and internal finishes of such a domestic unit (or of any balcony, utility platform, flat roof, terrace, roof or garden held with and forming part of such domestic unit);
- (d) all sanitary appliances in such domestic unit;
- (e) the staircases and landings inside such domestic unit (or any flat roof, terrace, roof or garden held with and forming part of such domestic unit) or any

stairhood of such domestic unit;

- (f) the air-conditioning platform of such domestic unit or the air-conditioning plinths of such domestic unit or the air-conditioning supporting frames of such domestic unit;
- (g) the non-structural or non-load bearing internal partitions of such domestic unit (or of any balcony, utility platform, flat roof, terrace, roof or garden held with and forming part of such domestic unit);
- (h)
 - (i) the inner half of any non-structural or non-load bearing elements (including parapet and fencewall) separating that domestic unit (or any balcony, utility platform, flat roof, terrace, roof or garden held with and forming part of the domestic unit) from any area which forms part of any other domestic unit (or any balcony, utility platform, flat roof, terrace, roof or garden held with and forming part of such domestic unit);
 - (ii) the inner half of any non-structural or non-load bearing elements (including parapet and fencewall) separating that domestic unit (or any balcony, utility platform, flat roof, terrace or roof held with and forming part of the domestic unit) from any area which is coloured as a Common Part on the Plans; and
 - (iii) the entire parapet and fencewall separating a garden held with and forming part of the domestic unit from any area which is coloured as a Common Part on the Plans (but excluding external finishes, claddings and features of the Development attached to any such parapets or fencewalls);
- (i) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively such domestic unit (or any balcony, utility platform, flat roof, terrace, roof or garden held with and forming part of such domestic unit);

but shall exclude (notwithstanding paragraphs (a) to (i) of this definition):

- (j) any Conduits located inside such domestic unit, or any balcony, utility platform, flat roof, terrace, roof or garden held with and forming part of the domestic unit, which do not exclusively serve such domestic unit, or any balcony, utility platform, flat roof, terrace, roof or garden held therewith and forming part thereof, or any part thereof;
- (k) the entire façade, all external walls (whether structural or load bearing or not) and any curtain wall forming part thereof (and the frames, glass, cast-in anchors and other components of the curtain wall system save as glazing, window panes and window frames of the openable windows referred to in paragraph (c) of this definition; and the non-structural prefabricated external walls as shown in the Building Plans) and all external parapets of the Development (save as parapets and fencewalls mentioned in paragraph (h)(iii) of this definition), and external finishes, claddings and features of the

Development attached thereto, if any; and

- (l) any structural and load bearing elements enclosing, adjoining or inside the domestic unit or any balcony, utility platform, flat roof, terrace, roof or garden held with and forming part of the domestic unit;

“Garden Unit” means a Flat with garden;

“Geotechnical Guidelines” means “Geoguide 5 - Guide to Slope Maintenance” (as amended or substituted from time to time) and any other relevant geotechnical guidelines or regulations issued by the Geotechnical Engineering Office or any other Government department from time to time;

“Government” means the Government of Hong Kong and any relevant statutory authority or body;

“Green Hatched Black Area” means “the Green Hatched Black Area” as referred to under Special Condition No.(28)(a);

“Greenery Areas” means the areas of the Land planted with trees, shrubs and other plants in the Development referred to in Special Condition No.(11)(b)(i) of the Land Grant which are for identification purposes coloured indigo stippled black and yellow stippled black on the Plans (for the avoidance of doubt, “Greenery Areas” defined herein are not the same as “the Greenery Area” as defined and referred to in Special Condition No.(11)(b)(ii) of the Land Grant);

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“House” means a house for domestic use in the Development (whether it is named as a house or a villa in Schedule 1), in respect of which the Right to Occupy belongs to the Owner of the Shares allocated to such house, including:

- (a) any utility platform, flat roof, terrace, roof or garden held with and forming part of such house each utility platform forming part of such house is, for the purpose of identification, stippled black on the Plans;
- (b) (subject to paragraph (k) of this definition) railings, glass balustrades, parapets or fencewalls enclosing a utility platform, flat roof, terrace, roof or garden held with and forming part of such house (excluding such parapets or fencewalls coloured as Common Parts on the Plans but including the internal finishes of such house or the garden held with and forming part of such house on such parapets or fencewalls);
- (c) all glazing, window panes, window frames, doors, door frames, sliding doors, sliding door frames, louvres and louvre frames and internal finishes of the house;
- (d) all sanitary appliances in the house;

- (e) the staircases, stairhood and landings, if any, inside such house (or any flat roof, terrace, roof or garden held with and forming part of such house) and the top of such stairhood;
- (f) the internal partitions (whether structural or load bearing or not) of such house;
- (g) all internal finishes (including plastering, paints, wallpapers) of such house (or of any utility platform, flat roof, terrace, roof or garden held with and forming part of the house);
- (h) the entire façade, the external wall (and any canopy thereon) and curtain wall forming part thereof (and the frames, glass, cast-in anchors and other components of the curtain wall system) and parapets or fencewalls of the house on and above the Ground Floor, including all external finishes, claddings and architectural fins, grilles, louvres and features thereon, if any and including the non-structural prefabricated external walls as shown in the Building Plans and (subject to paragraph (k) of this definition) all external parapets or fencewalls of that house;
- (i) any slab separating a part of the house (or any utility platform, flat roof, terrace, roof or garden held with and forming part of that house) from any other part of the house (or any utility platform, flat roof, terrace, roof or garden held with and forming part of that house) and any beam or any part of any beam supporting that ceiling slab;
- (j) any structural or load bearing elements exclusively supporting the house (or any utility platform, flat roof, terrace, roof or garden held with and forming part of that house) or any part thereof;
- (k) the inner half of any parapet or fencewall separating any garden held with and forming part of that house from any garden held with and forming part of another house;
- (l) the parking spaces held with and forming part of such house (which have been shown on the car park layout plan under Special Condition No.(25)) and the electric vehicle charging enabling facilities and associated Conduits serving exclusively such parking spaces, the carport comprising such parking spaces and maneuvering area held with and forming part of such house, and any driveway held with and forming part of such house;
- (m) water-proofing system on the floor slab of such house or the utility platform, flat roof, terrace, roof, garden, parking space and maneuvering area held with and forming part of such house;
- (n) any lift in such house and its associated fittings, fixtures, equipment, installations, lift shaft and lift pit;
- (o) all electrical and mechanical installations, systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively such house, or any

utility platform, flat roof, terrace, roof, garden, parking space and maneuvering area held with and forming part of that house;

but shall exclude (notwithstanding paragraphs (a) to (o) of this definition):

- (p) anything (save and except those referred to in paragraph (m) of this definition) forming part of any water-proofing system of the Development;
- (q) any Conduits located inside such house, or any utility platform, flat roof, terrace, roof, garden, parking space or maneuvering area held with and forming part of the house, which do not exclusively serve that house, or any utility platform, flat roof, terrace, roof, garden, parking space or maneuvering area held therewith, or any part thereof; and
- (r) external finishes, claddings and features of the Development attached to any parapets or fencewalls forming part of such house;

“Land” means the parcel of land registered in the Land Registry as New Kowloon Inland Lot No.6532; and, where the context permits, shall include the Development thereon;

“Land Grant” means the Conditions of Sale No.20245 including all amendments, variations, modifications or extensions thereof or waivers or consents or no-objections by the Government of or in relation to any provision contained therein, made or effected from time to time after the date of the Land Grant;

“Loading and Unloading Spaces” means the loading and unloading spaces provided under Special Condition No.(20)(a) for the loading and unloading of goods vehicles which are (for identification purpose) coloured yellow and marked “LB1” and “LB2” on the Plans;

“Management Expenses” means the Management Expenses more particularly described in Clause 10.1;

“Management Fees Deposit” means a sum equal to 2 months’ Monthly Management Fees payable for a Unit during the first Financial Year;

“Management Funds” means all moneys held by the Manager under this Deed including payments on account of Monthly Management Fees, Advance Payments, Management Fees Deposits, Common Utilities Deposits, Debris Removal Charges and the Special Fund;

“Management Shares” means the management shares allocated to the Units in accordance with Schedule 1;

“Manager” means the Company or any other manager from time to time appointed as manager of the Land under this Deed and, in the absence of any such appointment, the Owners’ Committee;

“Manager’s Remuneration” means the remuneration to the Manager for managing

the Land under this Deed;

“Monthly Management Fees” means the monthly management fees payable by an Owner in respect of each Unit which he has the Right to Occupy, calculated in accordance with Clause 10.3(c);

“NIA” means the noise impact assessment prepared by the First Owner under Special Condition No. (37)(a);

“Noise Mitigation Measures” means the noise mitigation measures mentioned in the NIA;

“Non-enclosed Areas” means collectively any balcony forming part of any Residential Unit, any covered area forming part of any Residential Unit underneath such a balcony, any utility platform forming part of any Residential Unit and any covered area forming part of any Residential Unit underneath such a utility platform;

“Ordinance” means the Building Management Ordinance (Cap. 344) (including the schedules thereto);

“Owner” means a person who for the time being appears from the records at the Land Registry to be the owner of a Share and a registered mortgagee in possession of a Share; and for this purpose, **“registered mortgagee”** means:

- (a) a person to whom the interest of a person referred to above in the Development has been mortgaged or charged under a mortgage or charge which has been registered in the Land Registry; and
- (b) a person in whose favour a charge upon a Unit has been created by virtue of any Ordinance;

“Owners’ Committee” means a Committee of the Owners formed under Clause 12;

“Owners’ Corporation” means a corporation of Owners formed under the Ordinance;

“Parking Common Parts” means the whole of the car park areas, except those parking spaces shown and delineated on the car park layout plan approved by the Building Authority, that is to say, those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Parking Spaces, Visitors’ Parking Spaces and Loading and Unloading Spaces in the Development, and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured orange on the Plans (the **“Coloured Orange Areas”** in this definition);
- (b) the internal finishes of the Coloured Orange Areas;
- (c) the inner half of any non-structural or non-load bearing wall and parapet or of any slab separating any Coloured Orange Areas from any other area coloured

as another type of Common Parts on the Plans; and

- (d) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any Coloured Orange Areas;

“Parking Management Expenses” means all Management Expenses which are attributable to the Parking Common Parts or for the common benefit of Owners, occupiers, licensees or invitees of different Parking Spaces, Visitors’ Parking Spaces and Loading and Unloading Spaces;

“Parking Space” means:

- (a) a Parking Space for cars; or
- (b) a Parking Space for motorcycles,

in respect of which the Right to Occupy belongs to the Owner of the Shares allocated thereto, and which have been shown on the car park layout plan under Special Condition No.(25);

“Parking Space for cars” means a residential parking space provided under Special Condition No.(19)(a)(i) (including the electric vehicle charging enabling facilities and associated Conduits serving exclusively that parking space) but excluding any parking space held with and forming part of a House;

“Parking Space for motorcycles” means a motor cycle parking space provided under Special Condition No.(19)(c)(i) (including the electric vehicle charging enabling facilities and associated Conduits serving exclusively that parking space);

“Pink Hatched Black Areas” means “the Pink Hatched Black Areas” as referred to under Special Condition No.(7)(a) which are, for identification purpose, shown coloured pink hatched black on the plan annexed hereto as Appendix 3, the accuracy of which has been certified by or on behalf of the Authorized Person;

“Plans” means the plans annexed to this Deed as Appendix 1, the accuracy of which has been certified by or on behalf of the Authorized Person;

“Recreational Facilities” means the recreational and sporting facilities from time to time provided in such areas for the residents in the Development and their bona fide visitors, together with all facilities and areas ancillary thereto provided under Special Condition No.(9)(a) which are (for identification purpose) coloured yellow hatched black on the Plans;

“Residential Common Parts” means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Residential Units; and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured yellow, yellow hatched black, yellow cross hatched black and yellow stippled black on the Plans (the **“Coloured Yellow Areas”** in this definition);

- (b) the internal finishes of the Coloured Yellow Areas;
- (c) any non-structural or non-load bearing internal partition of the Coloured Yellow Areas;
- (d) the inner half of any non-structural or non-load bearing wall and parapet or of any slab separating any Coloured Yellow Areas from any other area coloured as another type of Common Parts on the Plans;
- (e) the entire façade, all external walls (whether structural or load bearing or not) and any curtain wall forming part thereof and all external parapets in the Development (save to the extent forming part of a House, the Development Common Parts, the Towers Common Parts and the Parking Common parts);
- (f) the structural and load bearing elements of the Development which only serves or supports any Coloured Yellow Areas;
- (g) any lift in the Development which is in the Coloured Yellow Areas and its associated fittings, fixtures, equipment, installations, lift shaft and lift pit;
- (h) all sanitary appliances, glazing, window panes, window frames, doors, door frames, louvers and louver frames of any Coloured Yellow Areas;
- (i) the Loading and Unloading Spaces;
- (j) the Recreational Facilities;
- (k) the Visitors' Parking Spaces; and
- (l) all electrical and mechanical plant rooms, systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any Coloured Yellow Areas or any or some of the above;

“Residential Management Expenses” means all Management Expenses which are attributable to the Residential Common Parts or for the common benefit of Owners, occupiers, licensees or invitees of different Residential Units;

“Residential Unit” means a Flat or a House;

“Right to Occupy” means the exclusive right and privilege of an Owner, vis-à-vis the other Owners, and the Manager or (as the case may be) the Owners' Corporation as owner of the Common Parts Shares, to hold, use, occupy and enjoy a Unit attached to any Share owned by him and to receive the rents and profits arising from the Unit;

“Share” means an equal undivided share in the Land and the Development;

“Sign” includes any sign, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner, digital signage, LED signage, TV display or other similar fixture or fitting (illuminated or otherwise);

“Slope Maintenance Manuals” means the slope maintenance manual(s) for the Slope Structures, prepared by the designer of the Slope Structures pursuant to the Geotechnical Guidelines;

“Slope Plan” means a plan of a scale not less than 1:500 annexed hereto as Appendix 2, the accuracy of which has been certified by or on behalf of the Authorized Person as to the inclusion of all Slope Structures;

“Slope Structures” means all slopes, slopes treatment works, retaining walls and other structures within or outside the Land to be maintained by the grantee (and its successors and assigns) under the Land Grant as shown for identification purposes only coloured indigo on the Slope Plan;

“Special Condition” means a Special Condition of the Land Grant;

“Special Fund” means the fund referred to in Clause 10.4;

“Special Fund Initial Contribution” means a sum equal to 2 months’ Monthly Management Fees payable for a Unit during the first Financial Year;

“Towers Common Parts” means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Flats, and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured violet on the Plans (the **“Coloured Violet Areas”** in this definition);
- (b) the internal finishes of the Coloured Violet Areas;
- (c) any non-structural or non-load bearing internal partition of the Coloured Violet Areas;
- (d) the inner half of any non-structural or non-load bearing wall and parapet or of any slab separating any Coloured Violet Areas from another type of Common Parts on the Plans;
- (e) the entire thickness of any non-structural or non-load bearing elements separating any Coloured Violet Areas from any area which forms part of a Flat (excluding any internal finishes of any area forming part of a Flat);
- (f) the structural and load bearing elements of the Development which only serves or supports different Flats and/or any Coloured Violet Areas;
- (g) the entire façade, all external walls (whether structural or load bearing or not) and any curtain wall forming part thereof and the non-structural prefabricated external walls as shown in the Building Plans and all external parapets of the residential towers in the Development, and external finishes, claddings and architectural fins, grilles, louvres and features thereon, if any;

- (h) all sanitary appliances, glazing, window panes, window frames, doors, door frames, louvers and louver frames of any Coloured Violet Areas; and
- (i) all electrical and mechanical installations, electrical and mechanical plant rooms, systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any Coloured Violet Areas or any or some of the above;

“Towers Management Expenses” means all Management Expenses which are attributable to the Towers Common Parts or for the common benefit of Owners, occupiers, licensees or invitees of different Flats;

“Transformer Room Facilities” means the transformer room on the Basement Floor, which is (for identification purpose) coloured indigo and marked “TRANSFORMER ROOM” on the Plans, cable accommodations and all associated facilities;

“Unit” means a Residential Unit or a Parking Space and includes the Shares allocated and the Right to Occupy attached to that Residential Unit or that Parking Space. For the avoidance of doubt, any parking space held with and forming part of a House shall not be construed as a Unit on its own;

“Visitors’ Parking Space” means a visitors’ parking space provided under Special Condition No.(19)(a)(iii) to be used for parking of motor vehicles belonging to bona fide guests, visitors and invitees of the residents of the Development and indicated as a visitors’ parking space on the car park layout plan under Special Condition No.(25), each such space is (for identification purpose) coloured yellow cross hatched black on the Plans (two of such visitors’ parking spaces (marked “ACCESSIBLE PARKING” on the Plans) are also parking spaces for the parking of motor vehicles by disabled persons provided under Special Condition No.(19)(b)(i) which have been shown and delineated on the car park layout plan under Special Condition No.(25)), and the electric vehicle charging enabling facilities and associated Conduits serving exclusively all such parking spaces or any part thereof;

“W&I Maintenance Manual” shall have the meaning given in Clause 14.11 and shall include all revisions thereto made in accordance with this Deed;

“Works and Installations” means all major works and installations in the Development which will require regular maintenance on a recurrent basis, that is to say the works and installations in the Development from time to time listed out in Schedule 7; and

“Yellow Areas” means “the Yellow Areas” as referred to under Special Condition No.(3)(a)(i).

2. INTERPRETATION

In this Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;

- (b) words importing any gender include every gender;
- (c) words importing persons include firms, companies, corporations and unincorporated bodies and vice versa;
- (d) references to Clauses, Schedules and Appendices are references to the relevant clause in or schedule or appendix to this Deed;
- (e) the index and headings to the Clauses, Schedules, Appendices and paragraphs shall not affect the interpretation of this Deed;
- (f) references to a specific ordinance include any extension, modification or re-enactment of that ordinance and any delegated legislation made under it;
- (g) references to any obligation on any person not to do any act or thing include an obligation not to allow that act or thing to be done by another person;
- (h) without prejudice to any other provisions of this Deed, references to any Government bureau, department or official shall include a reference to any other Government bureau, department or official from time to time substituting the first mentioned Government bureau, department or official or performing (in whole or in part) such of the functions performed by the first mentioned Government bureau, department or official on the date of execution of this Deed as are relevant for the purpose of this Deed;
- (i) references to “**law**” include all rules of common law and equity, ordinances, subsidiary and subordinate legislation, orders, rules and regulations, any other matters having the force of law, any notice, order, demand or communication of a similar nature issued pursuant to any of the above or any order, decree, judgment, award or decision of any court or tribunal;
- (j) references to “**losses**” or “**liabilities**” include all liabilities, damage, loss, damages, costs, disbursements, expenses, claims and proceedings;
- (k) references to any Unit, Residential Unit, Garden Unit, Flat, House, Parking Space, Parking Space for cars, Parking Space for motorcycles, the Common Parts, the Development Common Parts, the Residential Common Parts, the Towers Common Parts, the Parking Common Parts, the Development, the Pink Hatched Black Areas, the Greenery Areas, the Brown Area, the Yellow Areas, the Green Hatched Black Area, the Bored Pile Wall and the Land are references to each and every part thereof. References to any Unit, Flat, House, Parking Space, Parking Space for cars and Parking Space for motorcycles are references to the same including all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively the same;
- (l) references to “**management of the Land**” means the control, management, maintenance and administration of the Land and include the performance of the Manager’s duties and the exercise of the powers of the Manager under this Deed and “**manage**” shall be construed accordingly;

- (m) where under this Deed the Manager has the power or right to make any decision, form any opinion or give or withhold any consent or approval, such power or right shall be exercised only in its reasonable discretion and any such consent or approval to be given by the Manager must not be unreasonably withheld;
- (n) any consent, approval or authorisation to be given by the Manager must be prior consent, approval or authorisation in writing and signed by it or on its behalf to be effective under this Deed; and
- (o) in construing this Deed, the ejusdem generis rule of construction shall not apply.

3. RECITALS

- 3.1 First Owner's title. Immediately before the assignment to the First Assignee referred to in Clause 3.4, the First Owner was the registered owner and was in possession of the Land.
- 3.2 The Development. The Development consists of, inter alia:
 - (a) 19 Houses;
 - (b) two residential towers containing the Flats;
 - (c) a basement containing the Parking Spaces; and
 - (d) the Recreational Facilities on Basement and Ground Floors.
- 3.3 Allocation of Shares. For the purposes of sale, the Land has been notionally divided into Shares which have been allocated as provided in Schedule 1.
- 3.4 Assignment to the First Assignee. By an assignment of the same date as this Deed made between the First Owner and the First Assignee, the First Owner assigned the First Assignee's Unit to the First Assignee.
- 3.5 Purpose of Deed. The parties have agreed to enter into this Deed to define the rights and obligations of the Owners, regulate the management of the Land and apportion the Management Expenses.
- 3.6 Assignment of Common Parts Shares. Immediately after the execution of this Deed, the First Owner shall assign to and vest in the Company all Common Parts Shares and Common Parts as trustee for all Owners free of costs or consideration.

4. RIGHTS AND OBLIGATIONS OF OWNERS

- 4.1 First Owner. The First Owner shall have the Right to Occupy the entire Land (other than the First Assignee's Unit and the Common Parts) subject to and with the benefit of this Deed.
- 4.2 First Assignee. The First Assignee shall, subject to and with the benefit of this Deed, have the Right to Occupy the First Assignee's Unit to the exclusion of the First Owner.
- 4.3 Rights of all Owners. Each Owner shall hold his Share(s) and the attached Right to Occupy subject to and with the benefit of this Deed and the rights contained in Schedule 2.
- 4.4 Owners bound by this Deed. Without prejudice to the rights of the First Owner in Clause 5.1 and Schedule 5, each Owner (for the avoidance of doubt, including the First Owner so long as it remains as an Owner) covenants with other Owners and the Manager that it shall observe and perform the covenants contained in Schedule 4.
- 4.5 Right to assign without reference to other Owners. Subject to the Land Grant and this Deed, every Owner shall have the right without reference to the other Owners or the Manager to sell, assign, charge, mortgage, lease, licence or otherwise dispose of or deal with his Shares together with the attached Right to Occupy if such transaction is expressly made subject to and with the benefit of this Deed.
- 4.6 Right to Occupy not to be dealt with separately from Shares. The Right to Occupy any Unit shall not be sold, assigned, charged, mortgaged, leased, licensed or otherwise disposed of or dealt with separately from the Shares to which it is attached other than by a lease or tenancy or a contractual licence.
- 4.7 Owner to be responsible for acts or omissions of occupiers. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers of the Land and their licensees against all losses incurred by it or them as the direct or indirect result of the act or omission of himself or any occupier of the Unit which he has the Right to Occupy or their respective licensees or invitees or in any way owing to the overflow of water or escape of fire, smoke or fumes or any other emission therefrom (save and except for those resulted from any act or omission of the Manager, its employees, servants, agents or contractors).
- 4.8 Restriction on Alienation of the Residential Parking Spaces and the Motor Cycle Parking Spaces .
- (a) Notwithstanding that the conditions of the Land Grant shall have been observed and complied with to the satisfaction of the Director of Lands, the Residential Parking Spaces and the Motor Cycle 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 a person who is already the Owner of Shares with the right of exclusive use and possession 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 Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit.

(b) Notwithstanding Clause 4.8(a), the First Owner may, with the prior written consent of the Director of Lands, assign all the Residential Parking Spaces and the Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the First Owner.

(c) Clause 4.8(a) shall not apply to an assignment, underletting, mortgage or charge of the Land as a whole.

(d) Clause 4.8(a) and Clause 4.8(b) shall not apply to the Parking Spaces for the Disabled Persons.

(e) In this Clause 4.8:

(i) “the Residential Parking Spaces” has the same meaning ascribed to it in Special Condition No.(19)(a)(i);

(ii) “the Motor Cycle Parking Spaces” has the same meaning ascribed to it in Special Condition No.(19)(c)(i); and

(iii) “the Parking Spaces for the Disabled Persons” has the same meaning ascribed to it in Special Condition No.(19)(b)(i).

5. ADDITIONAL RIGHTS

5.1 First Owner. The rights set out in Schedule 5 are excepted and reserved to the First Owner so long as it remains the beneficial owner of any part of the Land.

6. POWER OF ATTORNEY

6.1 Power. The Owners hereby jointly and severally and irrevocably appoint the First Owner as their agent and attorney and grant to the First Owner the power to do all things and to execute as their own act such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the First Owner’s rights conferred by Clause 5.1 and Schedule 5 in accordance with the provisions of this Deed.

6.2 Covenant in assignment. An Owner (other than the First Owner) shall not be

entitled to assign his Shares unless the assignment includes the following covenant:

“The Purchaser hereby covenants with the Vendor for itself and as agent of NMC 8 Limited and its successors, assigns and attorneys (collectively the “**Relevant Owners**” and each is individually referred to as a “**Relevant Owner**”) to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “**Covenancing Purchaser**”) and shall enure for the benefit of New Kowloon Inland Lot No.6532 and the buildings thereon known as “MONT ROUGE (纓山)” (collectively, the “**Land**”) and be enforceable by the Vendor and each Relevant Owner that:-

- (a) the Covenancing Purchaser will notify the Manager (as defined in the Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No. [*insert memorial number of this Deed*](the “**Deed of Mutual Covenant**”)) in writing of any change of ownership of the Property within one month from the date of the Assignment in respect thereof;
- (b) the Covenancing Purchaser hereby acknowledges and confirms the rights conferred by Clause 5.1 and Schedule 5 of the Deed of Mutual Covenant (collectively, the “**Additional Rights**” and each an “**Additional Right**”) and hereby covenants not to do or permit to be done anything which will affect the exercise of the Additional Rights by the Vendor or the Relevant Owners;
- (c) the Covenancing Purchaser hereby irrevocably appoints each Relevant Owner to be its agent and attorney and grants to each Relevant Owner, with full power of delegation, the full right, power and authority acting singly to do all things and to execute as its own act such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the Additional Rights granted to the Relevant Owner. If the Relevant Owner comprises more than one person, the Covenancing Purchaser hereby appoints such persons (such appointment shall be joint and several so that each of such persons may act singly or jointly with the other(s)) as its agents and attorneys and grants to such persons, with full power of delegation, the full right, power and authority, whether acting singly or jointly with the other or any or all of the others to do all things and to execute, as the act of any of such person or the joint act of such person and the others or any or all of the others, as the case may be, such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the said rights;
- (d) the Covenancing Purchaser shall abide by the provisions in the Deed of Mutual Covenant to be observed and performed by an Owner (as defined in the Deed of Mutual Covenant);
- (e) the Covenancing Purchaser will at all times hereafter perform observe and comply with all the covenants by or on the part of the Purchaser contained in this Assignment; and
- (f) in the event of the Covenancing Purchaser selling or otherwise disposing of the

Property, the Covenantee 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), (c), (d) and (e) and this covenant (f) hereinbefore contained;

Provided That upon the Covenantee Purchaser complying with and performing the covenant (f) hereinbefore contained the Covenantee Purchaser shall not be liable for any breach of the aforesaid covenants (a), (b), (c), (d) and (e) which may happen after the Covenantee 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), (d), (e) and (f) as aforesaid."

7. APPOINTMENT OF MANAGER

7.1 Appointment of the Company as Manager. Subject to the provisions of the Ordinance, the parties (other than the Company) appoint the Company to undertake the management of the Land from (and inclusive of) the date of this Deed for an initial term of 2 years until terminated in accordance with this Clause 7, and the Company accepts such appointment.

7.2 Termination of Manager's Appointment by the Manager or Owner's Committee.

- (a) The appointment of the Manager may be terminated without compensation as follows:
 - (i) prior to the formation of the Owners' Corporation, at any time by the Owners' Committee following a resolution passed by a majority of the votes of the Owners voting either personally or by proxy in an Owners' meeting and supported by the Owners of not less than 50% of the Shares in aggregate (excluding the Shares allocated to the Common Parts) and by giving the Manager 3 months' notice in writing; or
 - (ii) by the Manager serving notice in accordance with Clause 7.2(b).
- (b) No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign:
 - (i) by sending such a notice to the Owners' Committee; or
 - (ii) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (c) The notice referred to in Clause 7.2(b)(ii) may be given:
 - (i) by delivering it personally to the Owner; or
 - (ii) by sending it by post to the Owner at his last known address; or

- (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) If the Manager's appointment is terminated or comes to an end by whatever reason, the Owners' Committee shall by a majority resolution appoint a substitute or new Manager and the provisions contained in this Clause 7 shall apply to the substitute or new Manager (other than the provisions relating to the initial term of 2 years). Until appointment of the substitute or new Manager, the Owners' Committee shall act as the Manager.

7.3 Termination of Manager's appointment by Owners' Corporation

- (a) Subject to Clause 7.3(d), at a general meeting convened for the purpose, an 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 Company's appointment without compensation.
- (b) A resolution under Clause 7.3(a) 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 Company for the payment to the Company of a sum equal to the amount of Manager's Remuneration which would have accrued to the Company during that period;
 - (iii) the notice is accompanied by a copy of the resolution terminating the Company's appointment; and
 - (iv) the notice and the copy of the resolution is given to the Company within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in Clause 7.3(b)(iv) may be given:
 - (i) by delivering them personally to the Company; or
 - (ii) by sending them by post to the Company at its last known address.
- (d) For the purposes of Clause 7.3(a):

- (i) only the Owners of Shares who pay or who are liable to pay the Management Expenses relating to those Shares shall be entitled to vote;
 - (ii) the reference in Clause 7.3(a)(ii) 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.
- (e) If a contract for the appointment of a Manager other than the Company contains no provision for the termination of the Manager’s appointment, Clauses 7.3(a), (b), (c) and (d) apply to the termination of the Manager’s appointment as they apply to the termination of the Company’s appointment.
 - (f) Clause 7.3(e) operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the Company to terminate the appointment of the Manager.
 - (g) If a notice to terminate a Manager’s appointment is given under this Clause 7.3:
 - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners’ Committee (if any); and
 - (ii) if no such appointment is approved under Clause 7.3(g)(i) 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.
 - (h) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners’ Corporation has appointed a Manager under Clause 7.3(g)(ii), 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 Clause 7.3(g)(ii) that may otherwise render that person liable for a breach of that undertaking or agreement.
 - (i) This Clause 7.3 is subject to any notice relating to the Development that may be published by the Authority (as defined in the Ordinance) under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section.

7.4 Obligations after Manager’s appointment ends.

- (a) Subject to Clause 7.4(b), if the Manager’s appointment ends for any reason, the Manager 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 (if any) or the new Manager appointed in its place any movable property in respect of the control, management and administration of the Development that is under the Manager's control or in the Manager's 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, the Manager shall within two months of the date its appointment ends:

(i) prepare:

(1) an income and expenditure account for the period beginning with the commencement of the Financial Year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and

(2) a balance sheet as at the date the Manager's appointment ended,

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

(ii) deliver to the Owners' Committee (if any) or the new Manager appointed in its place any books or records of account, papers, documents and other records which are required for the purposes of Clause 7.4(b)(i) and have not been delivered under Clause 7.4(a).

8. DUTIES AND POWERS OF MANAGER

8.1 **General Management.** The Manager shall manage the Land in a proper manner in accordance with this Deed, the Land Grant and the Ordinance (and shall for the avoidance of doubt take out and update the insurance as referred to in paragraph 2 of Schedule 6). Except as otherwise provided in this Deed, the Manager shall, for the purpose of discharging its duty to manage the Land in a proper manner in accordance with this Deed, have the powers set out in Schedule 6, which powers shall be reasonably and properly exercised by the Manager in accordance with this Deed and subject always to the provisions of the Ordinance.

8.2 **Manager's acts and decisions binding on Owners.** Subject to the provisions of the Ordinance, the Manager shall have the authority to act for and on behalf of all Owners in accordance with this Deed and each Owner hereby irrevocably appoints the Manager as its agent for the period during the term of the Manager's appointment as the manager of the Land and the Development in respect of any matter concerning the Common Parts duly authorised under this Deed and to enforce the provisions of this Deed against the other Owners.

8.3 Manager not liable to Owners except in certain circumstances. The Manager, its employees, agents or contractors shall not be liable to any Owner or other person whomsoever for anything done or omitted in pursuance or purported pursuance of this Deed not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents or contractors. Also, the Manager, its employees, agents or contractors shall not be liable for any liabilities arising directly or indirectly from:

- (a) any defect in or failure or malfunction of any of the Common Parts or the Slope Structures;
- (b) any failure, malfunction or suspension of the supply of water, gas, electricity or other utility services to, from or for the Land;
- (c) fire, flood or the overflow or leakage of water;
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft or burglary;

unless such liabilities were caused by an act or omission of the Manager, its employees, agents or contractors involving criminal liability, dishonesty or negligence and Provided That the Monthly Management Fee shall not cease to be payable on account thereof. Notwithstanding anything contained in this Deed: (i) nothing in this Clause 8.3 shall exclude the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors; and (ii) no Owner shall be required to indemnify the Manager, its employees, agents or contractors from and against any action, claim, etc. arising out of any act or omission.

8.4 Limitation of Manager's power on improvements to Common Parts. Except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the Manager shall not carry out any improvements to the Common Parts which involve expenditure in excess of 10% of the current Budget.

8.5 Works. Notwithstanding anything in this Deed, the Manager shall not be under any personal liability to carry out any works (including those relating to the Slope Structures, which shall remain the responsibility of the Owners) if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from the Owners.

8.6 Compliance with Land Grant. The Manager shall, for so long as he remains to be the Manager, comply with all provisions of the Land Grant.

8.7 Communications among Owners. 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 Land.

9. MANAGER'S REMUNERATION

9.1 Manager's Remuneration. The Manager's Remuneration in a Financial Year shall be 15% of the total Management Expenses incurred in the Financial Year Provided That:

- (a) such percentage may not be varied except with approval by a resolution of Owners at an Owners' meeting convened under this Deed;
- (b) for the purpose of this Clause 9.1, Management Expenses shall not include:
 - (i) any capital expenditure or expenditure drawn out of the Special Fund (in this Clause 9.1, "**Capital Expenditure**") save to the extent that the same has been permitted by a resolution of Owners passed at an Owners' meeting convened under this Deed for inclusion for the purpose of calculating the Manager's Remuneration; and
 - (ii) the Manager's Remuneration; and
- (c) the Owners may by a resolution passed at an Owners' meeting convened under this Deed decide that a percentage lower than 15% shall, for the purpose of calculating the Manager's Remuneration, be applied to the Capital Expenditure included under Clause 9.1(b)(i).

9.2 Manner of Payment. The Manager's Remuneration shall be paid to the Manager in advance on the first day of each month of the Financial Year concerned by deductions made by the Manager from the Monthly Management Fees collected from the Owners. Such deductions shall be in priority to all other payments to be made out of the Management Funds. The amount of each deduction shall be the amount which would be payable as Manager's Remuneration in the Financial Year if the Estimated Management Expenses were the actual Management Expenses incurred in the Financial Year divided by the total number of months in that Financial Year.

9.3 Increase in monthly deduction. If, as a result of a revision of the Budget in accordance with Clause 10.2(d) or the approval of a Budget, the amount of Estimated Management Expenses is increased, each deduction to be made by the Manager in the Financial Year under Clause 9.2 shall be increased by an amount which is the increase in the amount which would be payable as Manager's Remuneration in the Financial Year if the Estimated Management Expenses were the actual Management Expenses incurred in the Financial Year as a result of such revision or approval of the Budget divided by the number of further deductions which the Manager is entitled to make in the Financial Year under Clause 9.2.

9.4 Year-end adjustments. If the total amount deducted under Clauses 9.2 and 9.3 by the Manager in a Financial Year:

- (a) exceeds the amount of Manager's Remuneration calculated in accordance with Clause 9.1, the amount of the excess shall be set off against subsequent deductions to be made by the Manager until the whole excess has been set off; or

- (b) falls short of the amount of Manager's Remuneration calculated in accordance with Clause 9.1, the Manager shall be entitled to make such deduction(s) from Monthly Management Fees collected from the Owners until the whole amount of the shortfall has been deducted.

9.5 Other Expenses. The Manager's Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not cover disbursements and expenses properly incurred by the Manager in performing its services under this Deed. Without limiting the generality of the foregoing, the Manager is not required to disburse or provide from the Manager's Remuneration the cost of providing any staff, facilities, accountancy services or other professional supervision for the Land, such cost shall be a direct charge on the Management Funds.

10. MANAGEMENT EXPENSES

10.1 Management Expenses. Management Expenses shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Land under this Deed including (without limitation) the following:

- (a) the charges for the supply and consumption of fuel, oil, electricity, gas, water, telephone and other utility services exclusively serving the Common Parts and other outgoings in recurring nature payable by the Owners which are necessarily and reasonably incurred for the maintenance, operation, repair, cleansing, improving and management in respect of the Common Parts (including the Recreational Facilities);
- (b) the payment of Government rent (if not apportioned) and all sums (other than the premium paid for the grant of the Land) which are of a recurring nature payable under the Land Grant;
- (c) the direct cost of employing staff involved with the management of the Land including staff uniform, salary, bonus, over-time pay, medical insurance and other fringe benefits relating to the employment;
- (d) legal, accounting, surveying and other professional fees reasonably and properly incurred by the Manager in exercising or performing its powers and duties under this Deed, including but not limited to the costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- (e) any items of expenditure which are necessarily and reasonably incurred by the Manager for the administration, management and maintenance of the Land and the Development or performing its powers and duties under this Deed including but not limited to:
 - (i) the cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Development; and

- (ii) due proportion of reasonable expenses of administrative support / back up service (if any) and other office overheads provided by the head office of the Manager which are necessary for the administration and management of the Land and the Development as well as any other lands, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which directly relate to and are necessarily and reasonably incurred for the administration and/or management and/or maintenance of the Land and the Development as well as any other lands, developments and buildings in such manner as shall be reasonably determined by the Manager having regard to the relevant circumstances;
- (f) all expenses lawfully incurred by the Manager in carrying out maintenance, repair and other works in respect of the Slope Structures;
- (g) the Manager's Remuneration;
- (h) the premia payable for the insurance of the Common Parts against fire and other perils, third party and property owners' liability, employers' liability and other liabilities as the Manager reasonably deems fit;
- (i) the reasonable cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, watermains and channels whether within or outside the Land that are required to be maintained under the Land Grant;
- (j) all cost and expenses in relation to the repair, maintenance and management of and all other cost and expenses in relation to the Yellow Areas (to the extent that the same have not been re-delivered to the Government in accordance with the Land Grant), the Brown Area (to the extent that the obligation of management and maintenance of the same under the Land Grant has not ceased), the Green Hatched Black Area and the Bored Pile Wall in accordance with the Land Grant;
- (k) the costs of refuse collection, storage and disposal in respect of the Land and the Development; and
- (l) any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed.

10.2 Budget.

- (a) Subject to Clauses 10.2(c), (e), (f) and (i), the total amount of Management Expenses payable by the Owners during any period of 12 months adopted in accordance with this Deed as the 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 Clause 10.2(b).

- (b) In respect of each Financial Year, the Manager shall:
 - (i) prepare a draft Budget setting out the proposed expenditure during the Financial Year;
 - (ii) send a copy of the draft Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft Budget a notice inviting each Owner to send his comments on the draft Budget to the Manager within a period of 14 days from the date the draft Budget was sent to the Owners' Committee or first displayed;
 - (iv) after the end of that period, prepare a Budget specifying the total proposed expenditure during the Financial Year; and
 - (v) send a copy of the Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a Financial Year, the Manager has not complied with Clause 10.2(b) before the start of that Financial Year, the total amount of the Management Expenses for that year shall:
 - (i) until the Manager has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous Financial Year; and
 - (ii) when the Manager has so complied, be the total proposed expenditure specified in the Budget for that Financial Year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (d) Where a Budget has been sent or displayed in accordance with Clause 10.2(b)(v) and the Manager wishes to revise it, the Manager shall follow the same procedures in respect of the revised Budget as apply to the draft Budget and Budget by virtue of Clause 10.2(b).
- (e) Where a revised Budget is sent or displayed in accordance with Clause 10.2(d), the total amount of the Management Expenses for that Financial Year shall be the total expenditure or proposed expenditure specified in the revised Budget and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of one month from the date that a Budget or revised Budget for a Financial Year is sent or first

displayed in accordance with Clause 10.2(b) or (d), the Owners' Corporation decides, by a resolution of the Owners, to reject the Budget or revised Budget, as the case may be, the total amount of the Management Expenses for the Financial Year shall, until another Budget or revised Budget is sent or displayed in accordance with Clause 10.2(b) or (d) and is not so rejected under this Clause 10.2(f), be deemed to be the same as the total amount of Management Expenses (if any) for the previous Financial Year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

- (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 (which shall be credited to the Special Fund), supply a copy to that Owner.
- (h) The Budget shall set out the following parts of the proposed Management Expenses during the Financial Year in separate sections:
 - (i) Development Management Expenses;
 - (ii) Residential Management Expenses;
 - (iii) Towers Management Expenses; and
 - (iv) Parking Management Expenses.

The Manager shall keep separate budgets for each of the sections set out above.

- (i) For the purposes of this Clause 10.2, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

10.3 Payment of Monthly Management Fees.

- (a) Each Owner (except the First Owner) shall pay to the Manager the Advance Payment (which shall be non-refundable and non-transferable) in respect of each Unit which he has the Right to Occupy on the date of the completion of the purchase of his Unit from the First Owner. For the avoidance of doubt, nothing in this Clause 10.3(a) shall imply that the First Owner is not liable to pay the Monthly Management Fees in respect of each Unit which he has the Right to Occupy in accordance with Clause 10.3(b) and the payments in accordance with Clause 10.11 hereunder.
- (b) Each Owner (including the First Owner) shall in respect of each Unit which he has the Right to Occupy pay to the Manager in advance on the first day of each month (following the expiry of the period in respect of which any Advance Payment has been paid) the Monthly Management Fees and such Owner shall be personally liable to make such payments whether or not his

Unit is vacant or occupied and whether it has been let or licensed or is occupied by the Owner himself.

- (c) The Monthly Management Fees payable by an Owner in respect of each Unit which he has the Right to Occupy in a Financial Year shall be the total contribution to the Estimated Management Expenses which the Owner is required to make under Clause 10.3(d) for the Unit concerned in that Financial Year divided by the total number of months in that Financial Year, plus the total amount of increases in Monthly Management Fees under Clause 10.3(h)(ii).
- (d) The contribution of an Owner to the Estimated Management Expenses for each Unit which he has the Right to Occupy shall be ascertained according to the following principles:
 - (i) The Estimated Development Management Expenses shall be apportioned between all Owners of the Units in proportion to the number of Management Shares held by them.
 - (ii) The Estimated Residential Management Expenses (including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities, the Loading and Unloading Spaces and the Visitors' Parking Spaces) shall be apportioned between all Owners of the Residential Units in proportion to the number of Management Shares held by them.
 - (iii) The Estimated Towers Management Expenses shall be apportioned between all Owners of the Flats in proportion to the number of Management Shares held by them.
 - (iv)
 - (1) The Owners of Parking Spaces shall contribute to 72.81% of the Estimated Parking Management Expenses in proportion to the number of Management Shares held by them.
 - (2) The Owners of the Residential Units shall contribute to 27.19% of the Estimated Parking Management Expenses in proportion to the number of Management Shares held by them (since the Parking Common Parts serve and benefit, inter alia, Visitors' Parking Spaces and Loading and Unloading Spaces, which are Residential Common Parts).
- (e) If, during any period of time, the total Monthly Management Fees received by the Manager in respect of all the Units are insufficient to meet the Management Expenses actually incurred during that period, the Manager shall revise the Budget for the Financial Year concerned in accordance with the relevant procedures set out in Clause 10.2, the Manager may require each Owner to make a contribution to such deficiency after the Budget has been so revised.

- (f) If, as a result of a revision of the Budget in accordance with Clause 10.2 or the approval of the Budget, the Estimated Management Expenses are increased, the Manager may require the Owners to contribute to the increase.
- (g) In ascertaining the contribution to be made by an Owner under Clause 10.3(e) or (f), the provisions of Clause 10.3(d) shall, mutatis mutandis, apply so that any part of the deficiency or increase reasonably determined by the Manager to be attributable to:
 - (i) the Development Common Parts, or expenses for the common benefit of the Owners, occupiers, licensees or invitees of different Units, or expenses not covered by Clauses 10.3(g)(ii) to (iv), shall be borne by the Owners in the proportion set out in Clause 10.3(d)(i);
 - (ii) the Residential Common Parts, or expenses for the common benefit of Owners, occupiers, licensees or invitees of different Residential Units (including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities, the Loading and Unloading Spaces and the Visitors' Parking Spaces), shall be borne by the Owners of the Residential Units in the proportion set out in Clause 10.3(d)(ii);
 - (iii) the Towers Common Parts, or expenses for the common benefit of Owners, occupiers, licensees or invitees of different Flats, shall be borne by the Owners of the Flats in the proportion set out in Clause 10.3(d)(iii); and
 - (iv) the Parking Common Parts, or expenses for the common benefit of Owners, occupiers, licensees or invitees of different Parking Spaces, the Visitors' Parking Spaces and the Loading and Unloading Spaces, shall be borne by the Owners of the Parking Spaces and the Owners of the Residential Units in the proportion set out in Clause 10.3(d)(iv).
- (h) The contribution which an Owner is required to make under Clause 10.3(e) or (f) shall be made in such manner as the Manager may reasonably determine including:
 - (i) payment in one lump sum within 14 days of notification by the Manager; or
 - (ii) by increasing the Monthly Management Fees payable by the Owner by such amount and over such period as the Manager may reasonably determine.
- (i) If there is any surplus after payment of all the Management Expenses, such surplus shall be applied towards payment of future Management Expenses in the following manner:
 - (i) any part of the surplus attributable to contributions made by the Owners towards the Development Management Expenses or Estimated

Development Management Expenses shall be notionally credited to all the Units and be taken into account when preparing the section of future Budget(s) dealing with Development Management Expenses or used for covering Development Management Expenses or Estimated Development Management Expenses;

- (ii) any part of the surplus attributable to contributions made by the Owners of the Residential Units towards the Residential Management Expenses or Estimated Residential Management Expenses shall be notionally credited to all the Residential Units and be taken into account when preparing the section of future Budget(s) dealing with Residential Management Expenses or used for covering Residential Management Expenses or Estimated Residential Management Expenses;
 - (iii) any part of the surplus attributable to contributions made by the Owners of the Flats towards the Towers Management Expenses or Estimated Towers Management Expenses shall be notionally credited to all the Flats and be taken into account when preparing the section of future Budget(s) dealing with Towers Management Expenses or used for covering Towers Management Expenses or Estimated Towers Management Expenses; and
 - (iv) any part of the surplus attributable to contributions made by the Owners of the Parking Spaces and the Owners of the Residential Units towards the Parking Management Expenses or Estimated Parking Management Expenses shall be notionally credited to all the Parking Spaces and the Residential Units and be taken into account when preparing the section of future Budget(s) dealing with Parking Management Expenses or used for covering Parking Management Expenses or Estimated Parking Management Expenses.
- (j) No Owner may be called upon to pay more than his appropriate share of Management Expenses, having regard to the number of Management Shares allocated to the Unit and the provisions of this Deed.

10.4 Special Fund.

- (a) The Manager shall establish and maintain a Special Fund to provide for expenditure of a kind not expected by him to be incurred annually. The Special Fund will be held by the Manager as trustee for all Owners to provide for expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually including expenses for the renovation, improvement and repair of the Common Parts, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Parts and the costs of relevant investigation works and professional services and the costs and expense of preparing the revised Schedule 7 and/or the revised W&I Maintenance Manual under Clause 14.11 (in this Clause 10.4, the “**Non-Recurrent Expenditure**”).

- (b) Each Owner (except the First Owner) shall, in respect of each Unit which he has the Right to Occupy, pay to the Manager upon assignment of his Unit from the First Owner the Special Fund Initial Contribution in respect of that Unit as an initial payment to the Special Fund, unless the First Owner has already paid the Special Fund Initial Contribution in respect of that Unit under Clause 10.11. This Clause 10.4(b) shall not prejudice Clause 10.11.
- (c)
 - (i) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any Financial Year and the time when those contributions shall be payable.
 - (ii) Each Owner covenants with the other Owners to make further periodic contributions to the Special Fund. The amount to be contributed in each Financial Year and the time when those contributions will be payable will be determined by a resolution of Owners at an Owners' meeting convened under this Deed.
- (d) All contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be non-refundable and non-transferable.
- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest bearing account. The account shall be designated for the purposes of the Special Fund and the title of the account shall refer to the Special Fund for the Development and all monies received for and contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be deposited by the Manager into the account. The Manager shall use such account exclusively for the purpose referred to in Clause 10.4(a).
- (f) Without prejudice to the generality of Clause 10.4(e), 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 the Manager from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under Clause 10.4(e) or (f) in a prominent place in the Development.
- (h) The Manager shall without delay pay all money received by the Manager in respect of the Special Fund into the account opened and maintained under Clause 10.4(e) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10.4(f).
- (i) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved

by a resolution of the Owners' Committee (if any). The Manager shall not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Land.

- (j) The Special Fund shall be notionally divided into the following accounts, namely:
 - (i) **“Special Fund (Towers)”**;
 - (ii) **“Special Fund (Houses)”**; and
 - (iii) **“Special Fund (Parking)”**.
- (k) Contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) made by:
 - (i) the Owners of the Flats shall be notionally credited to Special Fund (Towers);
 - (ii) the Owners of the Houses shall be notionally credited to Special Fund (Houses); and
 - (iii) the Owners of the Parking Spaces shall be notionally credited to Special Fund (Parking).
- (l) Funds notionally credited to each account of the Special Fund shall be applied as follows:
 - (i) Non-Recurrent Expenditure relating to the Development Common Parts, or which is for the common benefit of the Owners, occupiers, licensees or invitees of different Units or which is not covered by Clauses 10.4(l)(ii) to (iv), shall only be paid out of different accounts of the Special Fund as follows:
 - (1) the amount to be paid out of Special Fund (Towers) shall be in such proportion to the total amount of such Non-Recurrent Expenditure which is the proportion that the Management Shares allocated to all Flats bears to the total number of Management Shares;
 - (2) the amount to be paid out of Special Fund (Houses) shall be in such proportion to the total amount of such Non-Recurrent Expenditure which is the proportion that the Management Shares allocated to all Houses bears to the total number of Management Shares;
 - (3) the amount to be paid out of Special Fund (Parking) shall be in such proportion to the total amount of such Non-Recurrent Expenditure which is the proportion that the Management

Shares allocated to all Parking Spaces bears to the total number of Management Shares;

- (ii) Non-Recurrent Expenditure relating to the Residential Common Parts, or which is for the common benefit of Owners, occupiers, licensees or invitees of different Residential Units shall only be paid out of different accounts of the Special Fund as follows:
 - (1) the amount to be paid out of Special Fund (Towers) shall be in such proportion to the total amount of such Non-Recurrent Expenditure which is the proportion that the Management Shares allocated to all Flats bears to the total number of Management Shares allocated to all Residential Units;
 - (2) the amount to be paid out of Special Fund (Houses) shall be in such proportion to the total amount of such Non-Recurrent Expenditure which is the proportion that the Management Shares allocated to all Houses bears to the total number of Management Shares allocated to all Residential Units;
- (iii) Non-Recurrent Expenditure relating to Towers Common Parts, or which is for the common benefit of Owners, occupiers, licensees or invitees of different Flats, shall only be paid out of Special Fund (Towers).
- (iv) Non-Recurrent Expenditure relating to Parking Common Parts, or which is for the common benefit of Owners, occupiers, licensees or invitees of different Parking Spaces, Visitors' Parking Spaces and the Loading and Unloading spaces, shall only be paid out of different accounts of the Special Fund as follows:
 - (1) an amount equal to 72.81% of such Non-Recurrent Expenditure shall be paid out of Special Fund (Parking); and
 - (2) an amount equal to 27.19% of such Non-Recurrent Expenditure shall be paid out of different parts of the Special Fund (since the Parking Common Parts serve and benefit, inter alia, Visitors' Parking Spaces and Loading and Unloading Spaces, which are Residential Common Parts) as follows:
 - (A) the amount to be paid out of Special Fund (Towers) shall be in such proportion to that percentage of such Non-Recurrent Expenditure which is the proportion that the Management Shares allocated to all Flats bears to the total number of Management Shares allocated to all Residential Units; and
 - (B) the amount to be paid out of Special Fund (Houses) shall be in such proportion to that percentage of such Non-Recurrent Expenditure which is the proportion that

the Management Shares allocated to all Houses bears to the total number of Management Shares allocated to all Residential Units.

- (m) Unless otherwise specifically provided in this Deed, where any provision of this Deed requires any amount to be credited to the Special Fund, the following provisions shall apply:
 - (i) where the amount is received in relation to the Development Common Parts (including any approval or consent given in relation thereto under this Deed or the Ordinance):
 - (1) the sum to be credited to the Special Fund (Towers) shall be in such proportion referred to in Clause 10.4(1)(i)(1) to the amount received;
 - (2) the sum to be credited to the Special Fund (Houses) shall be in such proportion referred to in Clause 10.4(1)(i)(2) to the amount received; and
 - (3) the sum to be credited to the Special Fund (Parking) shall be in such proportion referred to in Clause 10.4(1)(i)(3) to the amount received;
 - (ii) where the amount is received in relation to the Residential Common Parts (including any approval or consent given in relation thereto under this Deed or the Ordinance):
 - (1) the sum to be credited to the Special Fund (Towers) shall be in such proportion referred to in Clause 10.4(1)(ii)(1) to the amount received; and
 - (2) the sum to be credited to the Special Fund (Houses) shall be in such proportion referred to in Clause 10.4(1)(ii)(2) to the amount received;
 - (iii) where the amount is received in relation to the Towers Common Parts (including any approval or consent given in relation thereto under this Deed or the Ordinance), the amount shall be credited to Special Fund (Towers); and
 - (iv) where the amount is received in relation to the Parking Common Parts (including any approval or consent given in relation thereto under this Deed or the Ordinance):-
 - (1) 72.81% of the amount shall be credited to the Special Fund (Parking);

- (2) 27.19% of the amount shall be credited to the different parts of the Special Fund in such proportions referred to in Clause 10.4(1)(iv)(2) (since the Parking Common Parts serve and benefit, inter alia, Visitors' Parking Spaces and Loading and Unloading Spaces, which are Residential Common Parts).

10.5 Management Fees Deposits and Common Utilities Deposits.

- (a) (i) Each Owner (except the First Owner) shall, in respect of each Unit which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his Unit from the First Owner the Management Fees Deposit in respect of that Unit as security for the due payment of all Monthly Management Fees and other amounts payable by him under this Deed, unless the First Owner has already paid the Management Fees Deposit of that Unit under Clause 10.11. The Management Fees Deposit shall (subject to Clause 10.6) be non-refundable but transferrable and shall not be set off by the Owner against Monthly Management Fees or any other amounts payable by him under this Deed. This Clause 10.5(a)(i) shall not prejudice Clause 10.11.
- (ii) As at the date of this Deed, if the First Owner has contributed to the Common Utilities Deposits in full and it is contemplated under any sale and purchase agreement of a Unit entered into or to be entered into by a purchaser and the First Owner that the First Owner will be reimbursed a due proportion of the Common Utilities Deposits by that purchaser, such due portion of Common Utilities Deposits (which shall (subject to Clause 10.6) be non-refundable but transferrable) being in the same proportion that the number of Management Shares allocated to that Unit bears to the total number of Management Shares Provided That:
 - (1) an Owner shall not be required to contribute towards any such deposit payable in respect of any category of Common Parts for the Estimated Management Expenses of which the Owner is not liable to make any contribution under Clause 10.3(d); and
 - (2) a contribution to be made by an Owner towards any such deposit payable in respect of any category of the Common Parts for the Estimated Management Expenses of which the Owner is liable to make a contribution under Clause 10.3(d) shall be in the same proportion that the number of Management Shares allocated to his Unit bears to the total number of Management Shares allocated to such of the Units the respective Owners of which are liable to make a contribution under Clause 10.3(d) towards the Estimated Management Expenses of that category of Common Parts.
- (b) The Manager shall have the right to set off the Management Fees Deposit paid by an Owner against any sum of whatever nature which is payable by such

Owner to the Manager under or in relation to this Deed. Notwithstanding the above, the Manager shall not be obliged to exercise the right of set-off and an Owner shall have no right to require the Manager to exercise the right of set-off, by way of mitigation of loss or otherwise, before pursuing other rights and remedies available to the Manager.

- (c) If at any time the Management Fees Deposit or the Common Utilities Deposits are disbursed in whole or in part or the amount of the Monthly Management Fees or the water, electricity, gas or other utilities deposit in respect of the Common Parts are increased, each Owner shall on the first day of the next month following demand by the Manager pay to the Manager in addition to the Monthly Management Fees:
- (i) in the case of the Management Fees Deposit having been disbursed, an additional sum sufficient to replenish the sum so disbursed;
 - (ii) in the case of the Common Utilities Deposits having been disbursed, a due proportion (ascertained according to Clause 10.5(a)(ii)(2)) of the amount so disbursed;
 - (iii) in the case of an increase of Management Fees Deposit following an increase in the Monthly Management Fees, 2 times the amount of such increase in the Monthly Management Fees (which shall not be more than 25% of any subsequent current year's Estimated Management Expenses to be contributed in respect of the Unit concerned); or
 - (iv) in the case of an increase in any water, electricity or (if any) gas deposit in respect of the Common Parts, a due proportion (ascertained according to Clause 10.5(a)(ii)(2)) of the increase.

10.6 Owners' interest in Management Funds.

- (a) Subject to Clauses 10.6(b) and (c), upon any person ceasing to be the Owner of any Share he shall in respect of that Share cease to have any interest in the Management Funds to the intent that the Management Funds shall be held and applied for the management of the Land irrespective of changes in ownership of the Shares and the Management Fees Deposit and the due portion of Common Utilities Deposits in respect of a Unit shall be transferred into the name of the new Owner of the relevant Shares.
- (b) Upon the Land reverting to the Government, any balance of the Management Funds shall be divided between the Owners (immediately prior to such reversion in proportion to the Management Shares allocated to their respective Units) Provided That:
- (i) any surplus which is notionally credited to a particular category of Units under Clause 10.3(i) shall be divided among the then Owners of that category of Units in proportion to the Management Shares respectively allocated to the Units concerned.

- (ii) different parts of the Special Fund (or the balance thereof) referred to in Clauses 10.4(j)(i) to (iii) shall be divided among the then Owners of each category of Units respectively referred to in Clauses 10.4(k)(i) to (iii) in proportion to the Management Shares respectively allocated to the Units of the category concerned;
 - (iii) Management Fees Deposit and Common Utilities Deposit paid in respect of a Unit (or the balance thereof) shall be refunded to the then Owner of the Unit; and
 - (iv) subject to Clauses 10.7(b) and (c), Debris Removal Charges (or the balance thereof) paid by Owners of the Residential Units shall be divided among the then Owners of the Residential Units in proportion to the Management Shares respectively allocated to the Residential Units.
- (c) In the case of an extinguishment of rights and obligations under Clause 13, a part of the balance of the Management Funds which is proportionate to the proportion borne by the Management Shares allocated to the Damaged Part (as defined in Clause 13.1) to the total number of Management Shares shall be divided between the Owners whose rights and obligations are extinguished under Clause 13 in proportion to the Management Shares allocated to their respective Units comprised in the Damaged Part Provided That the then Owner of each Unit in the Damaged Part shall be entitled to the payments which he would be entitled under Clauses 10.6(b)(i) to (iv) upon the Land reverting to the Government.

10.7 Debris Removal Charge.

- (a) the Owner of a Residential Unit (except the First Owner) shall (unless the First Owner has already paid the Debris Removal Charge of that Residential Unit under Clause 10.11), in respect of each Residential Unit which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his Residential Unit from the First Owner the Debris Removal Charge, which shall be non-refundable and non-transferable. The Owner of a Unit other than a Residential Unit shall have no obligation to pay any Debris Removal Charge. This Clause 10.7(a) shall not prejudice Clause 10.11.
- (b) Any monies paid as Debris Removal Charge by the Owner of a Flat not used for debris collection or removal shall be paid into Special Fund (Towers).
- (c) Any monies paid as Debris Removal Charge by the Owner of a House not used for debris collection or removal shall be paid into Special Fund (Houses).

10.8 Manager's discretion in respect of contributions. Notwithstanding anything contained in this Deed, the Manager shall be entitled to (acting reasonably) determine that an item of Management Expenses shall be paid by the Owner or Owners of the part or parts of the Land for which such item has been or will be incurred to the exclusion of all other Owners if:

- (a) the item of Management Expenses is not covered by insurance; and
- (b) the Manager is of the opinion that:
 - (i) it is attributable to any particular part or parts of the Land; and
 - (ii) Owners of other parts of the Land do not and will not receive any material benefit from it;

Provided That where the item of Management Expenses is to be borne by more than one Owner, the Manager may also (acting reasonably) determine the contribution to be made by each of such Owners to the item of Management Expenses having regard to the number of Management Shares of the Units of those Owners.

10.9 Notional credits. Unless otherwise provided by this Deed, any income or receipt of whatever nature arising or which may arise from or is attributable to the Common Parts shall, in so far as it arises or will arise from or is attributable to:

- (a) the Development Common Parts, be notionally credited to all the Units and be taken into account when preparing the section of future Budget(s) dealing with Development Management Expenses or used for covering Development Management Expenses or Estimated Development Management Expenses;
- (b) the Residential Common Parts, be notionally credited to all the Residential Units and be taken into account when preparing the section of future Budget(s) dealing with Residential Management Expenses or used for covering Residential Management Expenses or Estimated Residential Management Expenses;
- (c) the Towers Common Parts, be notionally credited to all the Flats and be taken into account when preparing the section of future Budget(s) dealing with Towers Management Expenses or used for covering Towers Management Expenses or Estimated Towers Management Expenses; and
- (d) the Parking Common Parts, be notionally credited to all the Residential Units and be taken into account when preparing the section of future Budget(s) dealing with Parking Management Expenses or used for covering Parking Management Expenses or Estimated Parking Management Expenses.

10.10 Contracts entered into by Manager.

- (a) Subject to Clauses 10.10(b) and 10.10(c), 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 or such other sum in substitution therefor as the Authority (as defined in the Ordinance) 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 Ordinance.
- (b) Subject to Clause 10.10(c), 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 Budget or such other percentage in substitution therefor as the Authority (as defined in the Ordinance) 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 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 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 convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Clauses 10.10(a) and (b) do not apply to any supplies, goods or services which but for this Clause 10.10(c) would be required to be procured by invitation to tender (referred to in this Clause 10.10(c) 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 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.

10.11 Shares held by First Owner. The First Owner shall make payments and contributions for those expenses which are of a recurrent nature for any Unit and Shares unsold including, for avoidance of doubt, the payment of Monthly Management Fees in Clause 10.3(b). If the First Owner remains the Owner of the Shares allocated to any Unit in a part of the Development the construction of which has been completed and which remains unsold 3 months after:

- (a) the execution of this Deed; or
- (b) the date when the First Owner is in a position validly to assign such Shares (i.e. when the consent to assign or certificate of compliance has been issued);

whichever is the later, the First Owner shall, upon the expiry of the said three-month period, pay to the Manager the Special Fund Initial Contribution, the Management Fees Deposit and (if payable) the Debris Removal Charge in respect of that Unit.

10.12 Interest and Collection Charge on late payment.

- (a) If any Owner fails to pay the Manager any amount payable under this Deed within 30 days of demand, he shall pay to the Manager:
 - (i) interest at 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears from and including the due date to and including the date of payment; and
 - (ii) a collection charge not exceeding 10% of the amount due to cover the cost (in addition to legal costs (on a solicitor and own client basis) of proceedings involved in recovering them) of the extra work occasioned by the default.
- (b) (i) All monies paid to the Manager by way of interest and collection charges by the Owner of any Flat shall be credited to the Special Fund (Towers).

- (ii) All monies paid to the Manager by way of interest and collection charges by the Owner of any House shall be credited to the Special Fund (Houses).
- (iii) All monies paid to the Manager by way of interest and collection charges by the Owner of any Parking Space shall be credited to the Special Fund (Parking).

10.13 Civil action taken by Manager.

- (a) All amounts which are due and payable by any Owner under this Deed (including amounts payable to the Manager under an indemnity contained in this Deed) together with interest and the collection charges as provided in Clause 10.12, all damages for any breach of this Deed and all legal costs (on a solicitor and own client basis) and other expenses (on a full indemnity basis) incurred in recovering or attempting to recover the same (whether by legal proceedings or otherwise) shall be recoverable by civil action at the suit of the Manager in its own name and/or as agent for the Owners.
- (b) In any action taken in accordance with Clause 10.13(a), the Manager is hereby authorised to act as the agent for and on behalf of the Owners and no Owner sued under this Deed shall be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue for or to recover such amounts as are due.

10.14 Registration of Charge against Shares of defaulting Owner.

- (a) Any sum payable by an Owner under this Deed or adjudged by a court of law to be payable by an Owner to the Manager as manager of the Land, whether for a breach of this Deed or otherwise, including (without limitation) damages, interests, costs, expenses and collection charges, which has become due and remains outstanding for more than 30 days from and including the date on which they become payable, shall stand charged on the Share and the attached Right to Occupy of the defaulting Owner together with all legal costs incurred in registering and enforcing the charge mentioned below.
- (b) The Manager shall be entitled (without prejudice to any other remedy under this Deed) to register a memorial of such charge in the Land Registry against the Unit of the defaulting Owner. Such charge shall remain valid and enforceable, notwithstanding that judgment has been obtained for the amount thereof, until such judgment has been satisfied.

10.15 Order for sale. Any charge registered under Clause 10.14(b) shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Share of the defaulting Owner together with the attached Right to Occupy and Clause 10.13 shall apply equally to any such action.

10.16 Keeping of accounts.

- (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. The Manager shall keep separate management accounts for:
 - (i) the Development Common Parts and the Development Management Expenses;
 - (ii) the Residential Common Parts and the Residential Management Expenses;
 - (iii) the Towers Common Parts and the Towers Management Expenses; and
 - (iv) the Parking Common Parts and the Parking Management Expenses;
- (b) Within one month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Within 2 months after the end of each Financial Year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on that Fund, and the amount of money that will be then needed.
- (e) Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have the power to require the annual accounts to be audited by an independent auditor of their choice. If the Owners at an Owners' meeting convened under this Deed decide, by a resolution of the Owners, to require the annual accounts to be audited by an independent auditor of their choice, the Manager shall without delay arrange for such an audit to be carried out by that auditor.
- (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) 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.

10.17 Manager to open and maintain bank account.

- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.
- (b) Without prejudice to the generality of Clause 10.17(a), 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 the Manager from or on behalf of the Owners' Corporation in respect of the management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 10.17(a) or Clause 10.17(b) in a prominent place in the Development.
- (d) Subject to Clauses 10.17 (e) and (f), the Manager shall without delay pay all money received by the Manager in respect of the management of the Development into the account opened and maintained under Clause 10.17(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10.17(b).
- (e) Subject to Clause 10.17(f), the Manager may, out of money received by the Manager in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 10.17(e) or the payment of that amount into a current account in accordance with Clause 10.17(e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause 10.17 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.

- 10.18 Inspection of accounts. The Manager shall permit any Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet. The Manager shall upon payment of a reasonable copying charge (which will be credited to the Special Fund) supply any Owner with a copy of any record or document requested by him.
- 10.19 Financial Year. The Financial Year may not be changed more than once in every 5 years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

11. OWNERS' MEETINGS

11.1 First and Subsequent Meetings.

- (a) From time to time when circumstances require, there shall be meetings of the Owners convened under this Deed to discuss and decide matters concerning the Land.
- (b) The first meeting of the Owners shall be convened by the Manager as soon as possible but not later than 9 months after the date of this Deed, to elect members of the Owners' Committee to be elected under Clause 12.1(a) and the chairman of the Owners' Committee to form the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance. The Manager shall call the first meeting of the Owners in accordance with Clause 11.1(a) and shall call further and subsequent meetings of the Owners if required under Clause 11.1(a).
- (c) Until the incorporation of an Owners' Corporation, a meeting of the Owners shall be convened within a reasonable period of time after the expiry of a period of 24 months from:
- (i) the conclusion of the first meeting of the Owners convened under Clause 11.1(b); or
- (ii) the last meeting of the Owners convened under this Clause 11.1(c),
- for the purpose of electing members of the Owners' Committee to be elected under Clause 12.1(a). The Manager must convene such meetings.

11.2 Convening. An Owners' meeting may be convened by:—

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

- 11.3 Notice. The person convening the meeting of Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. The notice of meeting referred to in this Clause 11.3 shall specify—
- (a) the date, time and place of the Owners' meeting; and
 - (b) the resolutions (if any) that are to be proposed at the meeting.
- 11.4 Service of notice. The notice of meeting referred to in Clause 11.3 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.
- 11.5 Quorum. No business shall be transacted at any Owners' meeting unless a quorum is present when the meeting proceeds to business. The quorum at an Owners' meeting shall be 10% of the Owners. In this Clause 11.5, the reference to "10% of the Owners" shall:
- (a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Shares; and
 - (b) not be construed as the Owners of 10% of the Shares in aggregate;
- 11.6 Chairman. An Owners' meeting shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 11.2(b) or (c), the person convening the meeting.
- 11.7 Record. The chairman shall cause a record to be kept of the persons present at the Owners' meeting and the proceedings thereof.
- 11.8 Voting. At an Owners' meeting:
- (a) an Owner shall have one vote in respect of each Share he owns;
 - (b) an Owner may cast a vote personally or by proxy;
 - (c) where 2 or more persons are the co-owners of a Share, the vote in respect of the Share may be cast:
 - (i) by a proxy jointly appointed by the co-owners;
 - (ii) by a person appointed by the co-owners from amongst themselves; or

- (iii) if no appointment is made under Clause 11.8(c)(i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
- (d) where 2 or more persons are the co-owners of a Share and more than one of the co-owners seeks to cast a vote in respect of the Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Share in the register kept at the Land Registry shall be treated as valid;
- (e) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

11.9 Proxies.

- (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and:
 - (i) shall be signed by the Owner; or
 - (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (b) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 11.2(b) or (c), the person convening the meeting at least 48 hours before the time for the holding of the Owners' meeting.
- (c) 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.

11.10 Procedure. The procedure at a meeting of Owners shall be as is determined by the Owners.

11.11 Resolutions. Save as otherwise provided in this Deed, any resolution on any matter concerning the Land passed by a simple majority of votes at a duly convened Owners' meeting by Owners present in person or by proxy and voting shall be binding on all the Owners Provided That:

- (a) the notice convening the meeting shall have been duly given in accordance with Clause 11.3 and shall have specified the intention to propose a resolution concerning such matters;
- (b) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;

- (c) no resolution shall be valid to the extent that it purports to alter the provisions of or is otherwise contrary to this Deed; and
- (d) subject to the provisions of this Deed, 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.

11.12 Lack of notice. A resolution passed at any meeting convened under this Deed shall not be invalid by reason only of the omission to give notice of the meeting to any person entitled to such notice.

12. OWNERS' COMMITTEE

12.1 Election & meetings.

- (a) There shall be established and maintained an Owners' Committee of the Land consisting of a chairman, a secretary and not less than 1 other Committee member.
- (b) The Owners' Committee shall meet when circumstances require and, in any event, not less than once a year. A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- (c) 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.
- (d) The notice of meeting referred to in Clause 12.1(c) shall specify:
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (e) The notice of meeting referred to in Clause 12.1(c) may be given:
 - (i) by delivering it personally to the member of the Owners' Committee;
or
 - (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
 - (iii) by leaving it at the member's Unit or depositing it in the letter box for that Unit.
- (f) No business shall be transacted at a meeting of the Owners' Committee unless a quorum is present when the meeting proceeds to business and the quorum at a meeting of the Owners' Committee shall be 50% of the members of the

Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.

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

12.2 Functions. The functions of the Owners' Committee shall be limited to the following:

- (a) representing the Owners in all dealings with the Manager;
- (b) liaising with the Manager in respect of all matters concerning the Land; and
- (c) exercising all other powers and duties conferred on the Owners' Committee under this Deed.

12.3 Remuneration. No remuneration shall be payable to the Owners' Committee or any Owners' Committee member but such members shall be entitled to be reimbursed for all out-of-pocket expenses reasonably incurred in carrying out their duties.

12.4 Membership.

- (a) A Committee member elected under Clause 12.1(a) to serve on the Owners' Committee shall hold office until new members of the Owners' Committee elected in the next meeting held under Clause 11.1(c) take office unless:
 - (i) he resigns by notice in writing to the Owners' Committee;
 - (ii) he ceases to be eligible for election as an Owners' Committee member under Clause 12.5(a);
 - (iii) he is removed from office by a resolution of Owners at an Owners' meeting;
 - (iv) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
 - (v) he becomes incapacitated by death or physical or mental illness.
- (b) A Committee member in respect of whom an event mentioned in Clauses 12.4(a)(i) to (v) has occurred shall cease to hold office upon the occurrence of such event.

12.5 Eligibility for election.

- (a) Any of the following shall be eligible for election as an Owners' Committee member under Clause 12.1(a) if he is resident in Hong Kong:
 - (i) the Owner of a Unit if he is an individual;
 - (ii) where a Unit is co-owned by more than one individual Owner, any one but not the other(s) of them; or
 - (iii) where the Owner of a Unit is a body corporate, any representative appointed by such Owner.
- (b) The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice served on the Owners' Committee.
- (c) If an Owner owns more than one Units he shall be entitled to propose more than one candidate (but limited to one candidate for each Unit) to be eligible for election as Owners' Committee members.
- (d) Elected members of the Owners' Committee are eligible for re-election.

12.6 Election of the Chairman.

- (a) A chairman of the Owners' Committee (including a chairman elected under Clause 12.6(b)) shall hold office until the conclusion of the next meeting of the Owners convened under Clause 11.1(c).
- (b) If the chairman of the Owners' Committee ceases to be a member of the Owners' Committee for any reason or if he resigns his chairmanship before the conclusion of the next meeting of the Owners convened under Clause 11.1(c), the members of the Owners' Committee shall elect one of themselves to be the chairman of the Owners' Committee.

12.7 Resolutions.

- (a) Resolutions of the Owners' Committee shall be passed by a simple majority by show of hands.
- (b) At a meeting of the Owners' Committee, each member present shall have one vote on a question before the Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (c) No resolution purported to be passed at any meeting of the Owners' Committee concerning any matter not mentioned in the notice of meeting shall be valid.

- (d) No resolution of the Owners' Committee shall be valid to the extent that it purports to alter the provision of or is otherwise contrary to or inconsistent with this Deed.

12.8 Records and Minutes.

- (a) The Owners' Committee shall keep records and minutes of:
 - (i) the appointment of members, the secretary and the chairman of the Owners' Committee and all changes thereof; and
 - (ii) all resolutions and proceedings of the Owners' Committee.
- (b) Such records and minutes shall be kept where the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given. Any such person shall also be entitled to extracts or copies thereof on paying reasonable charges therefor provided that such charges shall be credited to the Special Fund.

- 12.9 Contracts entered into by the Owners' Committee. Subject to provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods, or services by the Owners' Committee that involves amounts in excess of HK\$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an average annual expenditure of more than 20% of the Budget or revised Budget of the Financial Year concerned (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in a Code of Practice referred to in section 20A of the Ordinance will apply to the Owners' Committee with any appropriate variations.

13. EXTINGUISHMENT OF RIGHTS

- 13.1 Damage to Development. If the whole or any part of the Development is damaged by fire, typhoon, earthquake, subsidence or other causes (which whole or part of the Development that is damaged shall be referred as the "**Damaged Part**") rendering it substantially unfit for habitation, occupation or use, the Owners (the "**Affected Owners**" in this Clause 13) of not less than 75% of Shares relating to the Damaged Part (excluding any Common Parts Shares) (the "**Relevant Shares**") may convene a meeting of the Owners of the Damaged Part. At such meeting the Affected Owners may resolve:

- (a) that it is not practicable to rebuild or reinstate the Damaged Part in which case the Affected Owners shall forthwith assign the Relevant Shares and the attached Right to Occupy to the Manager upon trust to dispose of them as soon as reasonably practicable by public auction or private treaty and to distribute the net proceeds of sale to the Affected Owners in proportion to the number of Relevant Shares previously held by each Affected Owner. All insurance money received in respect of the Damaged Part shall likewise be distributed amongst the Affected Owners; or

- (b) to rebuild or reinstate the Damaged Part in which case the Affected Owners shall pay any costs of reinstating the Damaged Part which are not recovered from the insurance thereof in proportion to the number of Relevant Shares held by each Affected Owner. Until such payment the same will be a charge upon the Relevant Shares of each Affected Owner and shall be recoverable as a civil debt by the Manager pursuant to Clause 10.13.

13.2 Provisions applicable to meeting. The following provisions shall apply to a meeting convened pursuant to Clause 13.1:

- (a) the meeting shall be convened by at least 14 days' notice in writing before the date of the meeting served on the Affected Owners personally or posted to the Affected Owners at their last known address and posted on the public notice boards of the Development (if existing but if not then posted on an appropriate part of the site of the Development and published in an English and a Chinese language newspaper circulating in Hong Kong) specifying the time and place of the meeting;
- (b) no business shall be transacted unless a quorum is present when the meeting proceeds to business and the Owners of not less than 75% of the Relevant Shares present in person or by proxy shall be a quorum;
- (c) if within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to the same time and day in the next week at the same place;
- (d) the meeting shall be presided over by an Owner appointed as chairman for that meeting;
- (e) the chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) every Affected Owner shall have one vote. Owners who are co-owners of a Unit which is part of the Damaged Part shall have one vote and in case of dispute the Owner whose name stands highest in relation to that Unit in the register kept at the Land Registry shall have the right to vote. The chairman of the meeting shall have no second or casting vote when there is an equality of votes;
- (g) votes may be given either personally or by proxy;
- (h) the instrument appointing a proxy shall be deposited with the chairman of the meeting at the meeting;
- (i) a resolution passed by not less than 75% of the Affected Owners present at a meeting duly convened under this Clause 13.2 shall bind all the Affected Owners Provided That:

- (i) the notice convening the meeting shall have specified the intention to propose a resolution concerning such matter;
- (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
- (iii) no resolution shall be valid if it is contrary to this Deed.

14. MISCELLANEOUS PROVISIONS

14.1 Owners to notify Manager when ceasing to be Owner. Each Owner shall notify the Manager when it ceases to be the Owner of any Share and notify the Manager in writing of such cessation of the name and address of the new Owner.

14.2 Common Parts Shares.

- (a) Notwithstanding anything in this Deed, the Common Parts Shares shall not carry any liability to contribute to the Management Expenses, or make any payment under this Deed, and the Common Parts Shares shall not carry any voting rights (at any meeting whether held under this Deed, the Ordinance or otherwise) or be taken into account in calculating the quorum at any meeting.
- (b) The Manager shall:
 - (i) hold all Common Parts Shares and Common Parts assigned to it as trustee on trust for the benefit of all Owners, subject to the Land Grant and this Deed; and
 - (ii) subject to Clause 14.2(c), assign the Common Parts Shares and the Common Parts free of costs and consideration to the successor in office of the Manager upon termination of its appointment as Manager.
- (c) The Owners' Corporation (when formed) may at any time require the Manager, in accordance with this Deed, to assign to it the Common Parts Shares and the Common Parts and to transfer to it the management responsibilities free of costs and consideration. The Common Parts Shares and the Common Parts assigned to the Owners' Corporation under this Clause 14.2(c) shall be held by the Owners' Corporation on trust for the benefit of all Owners, subject to the Land Grant and this Deed.

14.3 No conflict with Land Grant. Notwithstanding anything in this Deed, nothing in this Deed shall conflict with or be in breach of the conditions in the Land Grant, and if any provision contained in this Deed conflicts with the Land Grant, the Land Grant shall prevail.

14.4 Cessation of liabilities. Subject to Clause 14.1, each Owner shall on ceasing to be the Owner of any Share, cease to be liable for any matter or liabilities under this Deed other than in respect of any breach of this Deed by him prior to his ceasing to be an Owner.

- 14.5 Public notice boards etc. There shall be public notice boards at such places in the Development as the Manager may from time to time reasonably decide. There shall be exhibited on each of such public notice boards a copy of the Development Rules from time to time in force, all notices which are required under this Deed to be exhibited thereon and such other notices and announcements as the Manager may from time to time reasonably decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for 3 consecutive days shall be due notice of the contents thereof to each Owner, his tenants and licensees.
- 14.6 Service of Notice.
- (a) Subject as otherwise provided in this Deed, all notices or demands to be served under this Deed shall be in writing and shall be sufficiently served if addressed to the party to whom the notices or demands are served and sent by prepaid post to or left at the Unit or the letter box of the Unit of the party to be served notwithstanding that such party shall not personally occupy such Unit.
 - (b) Where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if the mortgagee is a company, at its registered office or last known place of business in Hong Kong and, if he is an individual, at his last known residence.
 - (c) All notices required to be given to the Manager shall be sufficiently served if addressed to the Manager and sent by pre-paid post or left at the registered office of the Manager.
 - (d) Any Owner who does not occupy the Unit to which his Shares relate must provide the Manager with an address within Hong Kong for service of notices under this Deed.
- 14.7 Co-Owners. Co-owners of any Share, whether holding as joint tenants, tenants-in-common or otherwise, shall be jointly and severally liable to the Manager and other Owners for the performance of all obligations under this Deed which are to be performed by the Owner of the Share.
- 14.8 Deed binding on executors etc. This Deed shall bind the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden of the covenants in this Deed shall be annexed to and run with the Shares and the attached Right to Occupy, the Units and the Common Parts.
- 14.9 Chinese translation and copies of the Plans, etc.
- (a) The First Owner shall at its own cost make a direct translation in Chinese of this Deed and shall deposit the same and a copy of this Deed within 1 month of the date hereof in the management office of the Development. After the depositing of a copy of this Deed and the aforesaid direct translation, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copy of this

Deed or the said direct translation deposited shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund. In the event of any dispute between the Chinese translation and the English document, the English version of this Deed shall prevail.

- (b) The Manager shall keep copies of the Plans in the management office of the Development. All Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copies of the Plans deposited shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

14.10 Owners' Incorporation and the Ordinance.

- (a) Nothing in this Deed shall contradict, overrule or fail to comply with the Ordinance and the schedules thereto.
- (b) During the existence of an Owners' Corporation:
 - (i) general meetings of the Owners' Corporation convened under the Ordinance shall take the place of the Owners' meetings convened under this Deed; and
 - (ii) where a management committee of the Owners' Corporation is or has been appointed, the management committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.

14.11 Works and Installations.

- (a) The First Owner shall compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations (the "**W&I Maintenance Manual**") (All costs incidental to the preparation of Schedule 7 and the W&I Maintenance Manual shall be borne by the First Owner) which shall set out the following details:
 - (i) as-built record plans of the Development and the Works and Installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all Works and Installations;
 - (ii) all warranties and guarantees (if any) provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all Works and Installations;
 - (iii) recommended maintenance strategy and procedures for the Works and Installations;
 - (iv) a list of items of the Works and Installations requiring routine

maintenance and:

- (1) the recommended frequency of routine maintenance inspection; and
- (2) checklist and typical inspection record sheets for routine maintenance inspection;

of such Works and Installations; and

- (v) recommended maintenance cycle of the Works and Installations.
- (b) The First Owner shall deposit a full copy of the W&I Maintenance Manual at the management office of the Development within one month of the date of this Deed.
- (c) All Owners may inspect such deposited W&I Maintenance Manual at the management office of the Development during normal office hours free of charge. A copy of the W&I Maintenance Manual shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. All such charges shall be credited to the Special Fund.
- (d) After the W&I Maintenance Manual has been deposited in accordance with Clause 14.11(b), the Owners may by a resolution at an Owners' meeting convened under this Deed revise, as may be necessary (e.g. the addition of works and installations in the Development, the updating of maintenance strategies in step with changing requirements, etc), Schedule 7 and/or the W&I Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant (as may be prescribed by a resolution at an Owners' meeting convened under this Deed) the revised Schedule 7 and/or the revised W&I Maintenance Manual (within such time as may be prescribed by a resolution at an Owners' meeting convened under this Deed) to be approved by a resolution at an Owners' meeting convened under this Deed. All costs incidental to the preparation of the revised Schedule 7 and/or the revised W&I Maintenance Manual shall be paid out of the Special Fund.
- (e) The Manager shall deposit the revised W&I Maintenance Manual at the management office of the Development within one month from the date of its preparation. Clauses 14.11(c) and (d) shall apply (*mutatis mutandis*) to the revised W&I Maintenance Manual.

14.12 Copy of Schedules 7 and 8 to the Ordinance. The First Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (in both English and Chinese versions) in the management office of the Development. All Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copy of Schedules 7 and 8 to the Ordinance shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

14.13 Green and innovative and other features.

- (a) The Greenery Areas shall not be used for any other purpose without the prior consent of the Building Authority (as defined in the Buildings Ordinance).
- (b) The office accommodation for watchmen and caretakers (marked "OFFICE ACCOMMODATION FOR WATCHMEN AND CARETAKERS" on the Plans) shall only be used as office accommodation for watchmen and caretakers.
- (c) The Owners' Corporation or Owners' Committee office (marked "OWNERS' CORPORATION OR OWNERS' COMMITTEE OFFICE" on the Plans) shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee.
- (d) The quarters for watchmen and caretakers with lavatories (marked "QUARTERS FOR WATCHMEN AND CARETAKERS WITH LAVATORIES" on the Plans) shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both.

14.14 Slope Maintenance Manuals. The First Owner shall deposit a full copy of the Slope Maintenance Manuals in the management office of the Development within one month of the date hereof. After the depositing of the Slope Maintenance Manuals, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the Slope Maintenance Manuals shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

14.15 Additional Common Parts. No Owner (including the First Owner) shall have the right to convert or designate any of his own Unit (or part thereof) as a Common Part unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate such Common Parts converted or designated from a Unit (or part thereof) as aforesaid to his or its own use or benefit.

14.16 Copy of NIA. The First Owner shall deposit a full copy of the NIA in the management office of the Development. After the depositing of the NIA, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the NIA shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

SCHEDULE 1

Allocation of Shares and Management Shares

**Part 1
General Allocation of Shares and Management Shares**

<i>PART OF THE DEVELOPMENT CONCERNED</i>	<i>SHARES</i>	<i>MANAGEMENT SHARES</i>
Residential Units	11,513 (Note 1)	11,513 (Note 1)
Parking Spaces	147 (Note 2)	147 (Note 2)
Common Parts	959	N/A
TOTAL	12,619	11,660

Notes:

- 1. Allocation of Shares and Management Shares among the Residential Units is shown in Part 2.**
- 2. Allocation of Shares and Management Shares among the Parking Spaces is shown in Part 3.**

Part 2

Allocation of Shares and Management Shares among the Residential Units

Shares and Management Shares are allocated to the Residential Units as follows:

Notes:

1. Numbers as set out below are the numbers of Shares allocated to the Residential Units concerned and also the numbers of Management Shares allocated to the Residential Units concerned.
2. There is no designation of 4th floor in Tower 1 and Tower 2.
3. There are no designations of Villa 4, House 4, House 13 and House 14.
4. * denotes those Flats which include the garden and air-conditioning platform(s).
5. # denotes those Flats which include balcony, utility platform and air-conditioning platform(s).
6. ^ denotes those Flats which include terrace, flat roof, roof, balcony and air-conditioning platform(s).
7. ** denotes those Flats which include flat roof, balcony and air-conditioning platform(s).
8. @ denotes those Houses which include the garden, flat roof, roof, carport, stairhood and top of stairhood.
9. + denotes those Houses which include the garden, flat roof, roof, carport, utility platform, stairhood and top of stairhood.

Houses:

Villa 1: 753@	House 1: 299+	House 9: 299+
Villa 2: 521@	House 2: 300+	House 10: 299+
Villa 3: 518@	House 3: 299+	House 11: 299+
Villa 5: 522@	House 5: 299+	House 12: 300+
Villa 6: 549@	House 6: 300+	House 15: 298+
	House 7: 299+	House 16: 299+
	House 8: 299+	House 17: 301+

Total: 7,053

Flats:

Tower 1			Tower 2		
	Unit A	Unit B		Unit A	Unit B
G/F	162*	156*	G/F	162*	156*
1/F	162**	157**	1/F	162**	157**
2/F	164#	158#	2/F	164#	158#
3/F	164#	158#	3/F	164#	158#
5/F	164#	158#	5/F	164#	158#
6/F	164#	158#	6/F	164#	158#
7/F	305^	N/A	7/F	305^	N/A

Total: 4,460

Part 3

Allocation of Shares and Management Shares among the Parking Spaces

Shares and Management Shares are allocated to the Parking Spaces as follows:

Space Type	No. of Spaces	Shares	Management Shares
Parking Spaces for cars (excluding parking spaces forming part of a House)	28	140 (5 per Parking Space)	140 (5 per Parking Space)
Parking Spaces for motorcycles	7	7 (1 per Parking Space)	7 (1 per Parking Space)
Total		147	147

SCHEDULE 2

PART A - RIGHTS OF OWNERS

Each Owner shall have the benefit of the following rights (in common with all persons having the like right):

1. Right to use Common Parts. Subject to the rights of the Manager and the First Owner in this Deed and subject also to the Land Grant, the right for the Owner and his tenants, licensees and invitees to use the Common Parts for all purposes connected with the proper use and enjoyment of his Unit Provided That:
 - (a) the Recreational Facilities may only be used for such purposes by the residents of the Residential Units and their bona fide visitors;
 - (b) notwithstanding paragraph 1(a) of Part A of this Schedule, the Owners, tenants, licensees and invitees of any Unit may always make use of the Common Parts covered by paragraph 1(a) of Part A of this Schedule for the purpose of:
 - (i) escape or seeking refuge in case of a fire or other emergency; or
 - (ii) obtaining access to and from their respective Units (or parts thereof) or any category of Common Parts which they are entitled to make use of, where such access cannot practically be obtained other than through the Common Parts referred to in paragraph 1(a) of Part A of this Schedule; and
 - (c) nothing in this paragraph 1 shall prejudice any right granted under paragraphs 2 to 5 of Part A of this Schedule.
2. Right of support and shelter. The right to subjacent and lateral support and to shelter and protection from the other parts of the Land.
3. Right to passage of utility services. The right to uninterrupted passage and running of soil, sewage, water, gas, electricity, air, smoke, information and other utility services (if any) from and to his Unit through the Conduits which are now or may at any time be in, under or passing through the Land for the proper use and enjoyment of his Unit.
4. Right of entry to other parts of Land to repair. The right for any Owner with or without surveyors, workmen and others and with or without plant, equipment and materials at all reasonable times upon notice (except in an emergency when no notice is required and the entry may take place at all times) to enter upon other parts of the Land for the purpose of carrying out any works for the maintenance and repair of his Unit (such works not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little

disturbance as reasonably practicable and forthwith making good any damage thereby caused to any part of the Land.

5. Right to easements. All other easements, rights and privileges belonging or appertaining to the Land.

PART B - RIGHTS TO WHICH OWNERS ARE SUBJECT

Each Owner holds his Unit subject to the following:

1. Land Grant. Any rights reserved to the Government in the Land Grant.
2. Manager's rights of entry. The right (if any) for the Manager to enter his Unit as provided under this Deed.
3. Other Rights. Rights and privileges equivalent to those contained in paragraphs 2, 3, 4 and 5 of Part A of this Schedule.

SCHEDULE 3

Common Parts

Subject to the express provisions of this Deed, the Common Parts include (to the extent not forming part of any Unit):

- (a) External walls and load bearing walls, foundations, columns, beams and other structural supports.
- (b) Walls enclosing passageways, corridors and staircases.
- (c) The roofs, chimneys, gables, gutters, lightning conductors, satellite dishes and ancillary equipment, aerials, aerial cables and areas for the installation or use of aerial broadcast distribution or telecommunication network facilities.
- (d) Parapet walls, fences and boundary walls.
- (e) Vents serving 2 or more Units.
- (f) Water tanks, reservoirs, pumps, wells, sewers, sewage treatment plants, drains, soil pipes, waste pipes, channels, water-courses, gutters, ducts, downpipes, cables, conduits, refuse chutes, hoppers and refuse container chambers.
- (g) Cellars, toilets, water closets, wash houses, bathhouses, kitchens and caretakers' flats.
- (h) Passageways, corridors, staircases, landings, light wells, staircase window frames and glazing, hatchways, roofways and outlets to the roofs and doors and gates giving access thereto.
- (i) Lifts, escalators, lift shafts and machinery and apparatus used in connection therewith and the housing thereof.
- (j) Lighting apparatus, air conditioning apparatus, central heating apparatus, fire fighting equipment and installations intended for the use and benefit of all of the Owners generally and any room or chamber in which such apparatus, equipment or installation is fitted or installed.
- (k) Fixtures situated in a Unit which are used in connection with the enjoyment of any other Unit or other portion of the building.
- (l) Lawns, gardens and playgrounds and any other recreational areas.
- (m) Swimming pools and premises containing or housing any other sporting or recreational facilities.
- (n) Clubhouses, gymnasiums, sauna rooms and premises containing health or leisure facilities.

- (o) Slopes, gradients and retaining walls including sea walls (if any) comprising or forming part of any land which is in common ownership with the Development.

SCHEDULE 4
Owners' Covenants

Covenants, provisions and restrictions to be observed and performed by the Owners

I. Use of the Units.

- (a) (i) To comply with the terms of the Land Grant and all laws applicable to his Unit or the use of or any activity which may from time to time be carried out in or in relation to his Unit.
- (ii) Without limitation to the generality of paragraph 1(a)(i) of this Schedule, the Owner of a Unit shall at his own cost comply with Special Condition No.(10) and Special Condition No.(11) in relation to any tree or landscaping forming part of the Unit.
- (iii) Without limitation to the generality of paragraph 1(a)(i) of this Schedule, no tree shall be planted on, and no building, structure or support for any building or structure shall be erected or constructed on, over, above, below, under or within the Pink Hatched Black Areas and each Owner shall not contravene any provisions in the Land Grant in relation to the Pink Hatched Black Areas under Special Condition No.(7).
- (b) Not to use any part of the Development other than for purposes from time to time permitted by the Land Grant and the law Provided That no part of the Development shall be used as a pawn shop, mahjong school, funeral parlour, coffin shop, temple, Buddhist hall, dance hall, ballroom or any activity or purpose related to funeral, burial, cremation or any form of ancestor worship or a ceremony known as "Ta Chai (打齋)" or any similar ceremony or for any offensive trade or business.
- (c) Not to do anything whereby any insurance taken out by the Manager under this Deed may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this covenant to pay to the Manager the amount of any increase in premium caused by such breach in addition to any other liability incurred thereby.
- (d) Not to do anything which interferes with or is likely to interfere with any construction work on the Land or the exercise or performance of the Manager's powers and duties under this Deed.
- (e) Not to use his Unit for any purpose or activity which is illegal, noxious, dangerous or offensive or which may be or become a nuisance to or cause damage or annoyance to any other Owner or occupier of the Land or neighbouring premises.
- (f) Not to cause the maximum floor loading-bearing capacity of any floor to be exceeded and in the event of any breach of this covenant to make good any damage caused thereby.

- (g) Not to store in any Unit any dangerous, explosive, hazardous or combustible goods or materials provided that storage of a small quantity of fuels in a Residential Unit reasonably required for the purpose of domestic cooking or heating shall not be considered as a breach of the foregoing.
 - (h) Not to play mahjong in any Unit between midnight and 9 a.m. if any noise so created will be audible in any other Unit of the Land.
 - (i) Not to alter, damage or interfere with Conduits which serve any part of the Land.
 - (j) Not to do anything which may obstruct any means of fire escape or refuge area in the Development and (where necessary) to permit Owners, occupiers, licensees and invitees of other parts of the Development to pass and repass through his Unit for the purpose of escaping or seeking refuge in the case of a fire or other emergency.
 - (k) To observe and comply with all Development Rules.
 - (l) To comply with the NIA in respect of all Noise Mitigation Measures forming part of his Unit.
2. Outgoings. To pay and discharge all taxes, rates and outgoings payable in respect of his Unit and to indemnify the other Owners against all liabilities in respect thereof Provided That, notwithstanding anything to the contrary in this Deed, all outgoings including Monthly Management Fees and Government rent payable in respect of a Unit up to and inclusive of the date of the first assignment of that Unit shall be paid by the First Owner. No Owner shall be required to make any payment or reimburse the First Owner for these outgoings.
3. Repair.
- (a) To at his own expense inspect, maintain and carry out all necessary works for the maintenance of:
 - (i) his Unit;
 - (ii) the Development and the Works and Installations, subject to the provisions of this Deed; and
 - (iii) all Noise Mitigation Measures forming part of his Unit in accordance with the NIA.
 - (b) Without prejudice to the generality of paragraph 3(a) of this Schedule, the Owner of a House or a Parking Space shall at his own costs and expenses carry out maintenance, repair or replacement of the electric vehicle charging enabling facilities and associated Conduits forming part of that House or (as the case may be) Parking Space. When carrying out such maintenance, repair or replacement, other Owners' and/or occupiers' right to hold, use,

occupy and enjoy their Units and their right to enjoy any Common Parts shall not be adversely affected, and the Owner carrying out such maintenance, repair or replacement shall also at his own costs make good any damage and loss caused by such works.

4. Alterations to the Units.

- (a) No Owner shall make or allow to make any structural alteration to the Unit owned by him without the consent of the Manager and (if required) the written approval from all competent authorities. In any event, no Owner shall make any structural alteration to any part of the Development which will interfere with or affect the rights of any other Owner. Nothing in this Deed shall be construed as preventing an Owner from taking legal action against another Owner in this respect.
- (b) Not to make any alteration to any fixture in the Development so as to or do anything which will affect or be likely to affect the supply or running of soil, sewage, water, electricity, gas, air, smoke, information or other matters to any part of the Land or the normal functioning of the Common Parts.
- (c) Not to sub-divide any Unit or the Shares allocated to or the Right to Occupy any Unit.
- (d) Not to erect, build or install any structure or other things, whether permanently or temporarily, in any balcony, utility platform, flat roof, terrace, roof or garden forming part of his Residential Unit.
- (e) Not to demolish or remove or alter the design and location of any Noise Mitigation Measures.

5. Common Parts.

- (a) Not to obstruct the Common Parts, leave any dustbins, refuse, furniture or other things nor do anything in or to the Common Parts which may be or become a nuisance to any other Owners or occupiers of the Land or any neighbouring premises.
- (b) Not to alter the Common Parts or do anything which may interfere with or damage the Common Parts or adversely affect the normal functioning of the Common Parts and to indemnify the other Owners for all losses incurred by the other Owners (or any or some of them) as a result of a breach of this covenant.
- (c) Without prejudice to the generality of paragraph 11(d) of this Schedule, not to bring any animal or pet into such Common Parts as the Manager may from time to time specify and when remaining in any Common Parts which an animal may be brought into to take all measures to prevent that animal or pet from causing any nuisance, danger, injury or damage and without limitation of the foregoing, dogs shall at all times be securely held on a leash and fitted with a muzzle sufficient to prevent it from biting any person.

- (d) Not to make any connection to any system, equipment, plant, facility or Conduit forming part of the Common Parts except with the consent of the Manager and in accordance with the Development Rules.
- (e) To follow instructions which may from time to time be reasonably given by the Manager in relation to refuse collection facilities in the Development.
- (f) No Owner (including the First Owner) shall convert any of the Common Parts to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the granting of such approval shall be credited to the Special Fund.

6. Conduits.

- (a) Not to do anything whereby the flush or drainage system of the Land may be clogged or impaired.
- (b) Not to allow any noxious, dangerous, poisonous, corrosive or objectionable effluent to be discharged into any Conduit on the Land and to ensure that discharged effluent will not corrode or be harmful to the flush or drainage system of the Land.
- (c) Not to allow sewage or refuse water to flow from the Land onto any adjoining land or to allow any waste to be deposited on the Land and to remove all refuse and waste in a proper manner.

7. Partitioning. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and/or the Development.

8. Works.

- (a) To ensure that works to his Unit will be carried out in accordance with the law, the Land Grant, this Deed and the Development Rules with sufficient safety and protection measures being implemented to the satisfaction of the Manager.
- (b) To properly remove from the Land in accordance with directions which may be reasonably given by the Manager from time to time all debris, surplus building materials or other waste resulting from any works to his Unit.
- (c) Where the Owner is the Owner of a Residential Unit to pay the Decoration Deposit to the Manager prior to the commencement of works.
- (d) To, subject to section 34L of the Ordinance, indemnify the Manager for all costs, expenses or losses which the Manager may incur or suffer as a result of the carrying out of any works to his Unit, or the acts or omissions of the Owner or its employees, agents, contractors or licensees in connection with such works, or the breach of any provision of this paragraph 8, save and

except for those resulted from any act or omission of the Manager, its employees, servants, agents or contractors.

9. Compliance by tenant, etc. To take all reasonable steps to prevent the tenants, occupiers, licensees or invitees of his Unit from doing anything which may interfere with or affect the management of the Land or constitute a breach of the Land Grant, this Deed or the Development Rules.
10. Maintenance of Slopes. To maintain and carry out at their own expense all works in respect of any and all Slope Structures as required by the Land Grant and in accordance with the Geotechnical Guidelines and the Slope Maintenance Manuals.

Covenants and provisions applicable to Owners of Residential Units

11. Use of the Residential Units.
 - (a) Not to use a Residential Unit other than for private residential use and without prejudice to the generality of the above, no Residential Unit shall be used as a boarding house, guest house, hotel apartment or for any form of commercial letting or occupancy in bed spaces or cubicles Provided That the First Owner may use any Residential Unit owned by it as a show unit subject to all necessary approvals or consents under the Land Grant and the law.
 - (b) Not to store goods in any Residential Unit other than the personal and household possessions of the Owner or occupier.
 - (c) To use a balcony or (as the case may be) utility platform forming part of his Residential Unit only as a balcony or (as the case may be) utility platform in connection with the proper use and enjoyment of the Residential Unit.
 - (d) Not to bring onto or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Development without the prior written approval of the Manager Provided That (a) live poultry, birds or animals may be kept in a Residential Unit as pets with the prior written approval of the Manager unless (i) in the reasonable opinion of the Manager, such live poultry, birds or animals are causing a nuisance or disturbance to other Owners or occupiers of the Land and the Development or are not suitable to be kept in the Development; or (ii) the same has been the cause of reasonable written complaint by at least 3 Owners or occupiers of any part of the Development, (b) with the prior written approval of the Manager trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision.
12. Repair of the Residential Units. Without prejudice to the generality of paragraph 3(a) of this Schedule, the Owner of a Residential Unit shall be responsible for the financial support and maintenance of any balcony or utility platform forming part of his Residential Unit and keep the same in good and substantial repair and condition.

13. Alterations to the Residential Units.

- (a) (i) No Owner of a Residential Unit shall install any air-conditioning units in any window or external wall of the Development other than at places designated for such purpose without the consent of the Manager.
- (a) (ii) To take all possible measures to prevent excessive noise, condensation or dripping from any air-conditioning units.
- (b) Not to install at any entrance to a Residential Unit any grille, shutter or gate without the consent of the Manager and such grille, shutter or gate shall not in any event contravene the Fire Services Ordinance (Cap. 95) or impede the free and uninterrupted passage over the Common Parts by the Manager or other Owners subject to and in accordance with this Deed. In any case, any grille, shutter or gate shall be of such design and material as may be reasonably approved by the Manager.
- (c) Without limiting the generality of paragraph 13(b) of this Schedule:
 - (i) not to install any grille, shutter or gate at the entrance or any part of the carport of his House; and
 - (ii) where a grille, shutter or gate exists at the entrance of the carport of his House as at the entering into of this Deed, not to make any alteration to the same without the prior written consent of the Manager.
- (d) Not to do anything whereby any Non-enclosed Areas, flat roof, terrace, roof or garden forming part of his Residential Unit will be enclosed in whole or in part above safe parapet height other than as shown in the Building Plans.
- (e) Not to alter the design and location (as shown in the Building Plans) of any balcony or utility platform forming part of his Residential Unit.

14. Exterior of Development.

- (a) Not to (subject to paragraph 17 of this Schedule):
 - (i) do anything in any Residential Unit which will or may alter or adversely affect the external appearance of the Development or the Land;
 - (ii) change the design, style or colour of the glass, glazing, frame, railing, guard, grille or other structure of any window forming part of his Residential Unit; and
 - (iii) erect install affix or display any railing, guard, grille, shades on or to any window forming part of his Residential Unit.

- (b) Not to connect any installation to the communal television, radio or telecommunications aerial, cable, satellite system or other similar apparatus or any Conduit installed by the First Owner or the Manager except in accordance with applicable Development Rules.
- (c) No Owner of a Residential Unit shall fix or display any Signs, cages, shades or other items on the exterior of any part of the Development.
- (d) Not to leave in any balcony, utility platform, flat roof, terrace, roof or garden forming part of his Residential Unit any matter which may, in the reasonable opinion of the Manager, adversely affect the appearance of the Development.
- (e) Not to use any balcony, flat roof, terrace, roof or garden forming part of his Residential Unit or any Common Part for the drying of laundry.

Covenants and provisions applicable to Owners of Houses and Garden Units

15. Fencewall and external walls.

- (a) Owners who have a common fencewall adjoining their respective Houses or Garden Units shall each have the right to the use of the inner half of the common fencewall on his side. No Owner shall use any portion of the common fencewall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the common fencewall without the written consent of the other and the written consent of the Manager. No Owner shall put structures of any kind (such as fish ponds) so near to the common fencewall as to cause leakage of water to the other side of the common fencewall or as to be likely to cause the common fencewall to collapse. If the common fencewall or any portion thereof, except the inner half of one side, is damaged or injured from any cause, other than the act of negligence of either party, it shall be repaired or rebuilt at their joint cost and expense.
- (b) Where a fencewall of a House or Garden Unit forms part of that House or Garden Unit, that fencewall (excluding external finishes, claddings and features of the Development attached to such fencewall) shall be maintained by the Owner of such House or Garden Unit in good and substantial repair and condition at his sole cost and expense and to the satisfaction of the Manager. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of such a fencewall without the written consent of the Manager. No Owner shall put structures of any kind (such as fish ponds) so near to any fencewall enclosing the garden forming part of a House or Garden Unit which abuts onto any Common Parts as to cause leakage of water to the other side of the fencewall or as to be likely to cause the fencewall to collapse.
- (c) No Owner shall make any alteration or addition to the exterior of the fencewall(s) mentioned in paragraph 15(a) or 15(b) of this Schedule or of the external walls of the House or Garden Unit without the prior written consent of the Manager.

- (d) Notwithstanding paragraphs 15(a) and 15(c) of this Schedule, where Owners who have a common fencewall adjoining their respective Houses or Garden Units so consent (or where such Owners are the same person), such common fencewall may be demolished if such demolition complies with all relevant laws or regulations Provided That written notice for the demolition together with evidence of the consent must be given to the Manager before the demolition and all the relevant works shall be done by a competent contractor and to the satisfaction of the Manager.

16. Repair to the Houses and Garden Units.

- (a) Each Owner of a House or Garden Unit shall at his sole cost and expense maintain his House or (as the case may be) his Garden Unit and garden areas, parking spaces and all other areas forming part thereof and held therewith in good and substantial repair and condition and in such manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or their licensees, occupiers or invitees.
- (b) Each Owner of any of the following Houses, namely Villa 1, Villa 2, Villa 3, Villa 5 and Villa 6, shall at his sole cost and expense install and maintain in good and substantial repair and condition and to the satisfaction of the Manager such services as are necessary to connect and link up his own fire prevention and fighting equipment and apparatus within the compounds of his House to the fire prevention and fighting equipment and apparatus installed within the Common Parts.

17. Alterations to the Houses and Garden Units.

- (a) No Owner of a House or Garden Unit shall do permit or suffer to be done any act or thing which may or will alter the external appearance and facade of the Houses and Garden Units without the prior written consent of the Manager and the Manager shall have reasonable discretion in determining whether or not its written consent should be given. Where such alteration is made without the Manager's prior written consent, the Manager shall have the right by notice in writing to demand the Owner concerned to restore his House or Garden Unit (as the case may be) to its original appearance and facade to a state consistent with that as when the House or Garden Unit (as the case may be) was first assigned to the purchaser thereof by the First Owner.
- (b) Without prejudice to the generality of paragraph 15 of this Schedule, each Owner of a House or Garden Unit covenants without having obtained the Manager's approval:
 - (i) not to make any alterations or additions to facade of the Houses and Garden Units;
 - (ii) not to put any canvas or awnings onto any roof decks of the Houses other than those the colour and design of which have been reasonably approved by the Manager;

- (iii) not to alter any structures or positions of any external walls of the Houses;
 - (iv) not to cover any structure in the flat roof, terrace, roof, garden or any other open areas of the Houses and Garden Units;
 - (v) not to:
 - (aa) install any grille, shutter or gate;
 - (ab) build up any parapet masonry walls;
 - (ac) add trellises on the roof decks; or
 - (ad) install exterior lighting of any kind

other than those the designs and types of which have been reasonably approved by the Manager;
 - (vi) not to enlarge or alter the colour and type of the external walls and/or windows and/or the doors of the Houses and Garden Units;
 - (vii) not to relocate, alter, damage or change any stormwater manholes, downpipes at the garden area or the enclosures to such;
 - (viii) not to position any antenna on the roof tops of the Houses;
 - (ix) not to install, erect or mount any satellite dish and ancillary equipment and connections thereto, any telecommunications transmitter and receiver or cable and wireless communications systems on the roof tops of the Houses;
 - (x) not to hang or mount any thing or object on the Slope Structures adjacent to the respective gardens of the Houses;
 - (xi) not to sink a well or erect any object or structure in the ground or garden of any House or Garden Unit, whether front or rear.
- (c) No Owner of a House shall alter the design and location of the void area within a House (i.e. the upper level of the double floor height area within the House edged by brown broken lines on the Plans) including without limitation by decking over the floor height thereof or otherwise.

Covenants and provisions applicable to Specified Parking Spaces

18. Use of the Specified Parking Spaces.

- (a) For the purpose of paragraphs 18 and 19 of this Schedule, “**Specified Parking Spaces**” shall mean all Parking Spaces and parking spaces held with and forming part of a House.

- (b) No Owner shall use the Specified Parking Spaces for any purpose other than for the purpose of parking motor vehicles or motor cycles (as the case may be) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amendment legislation only and no articles, goods or other things except motor vehicles or motor cycles (as the case may be) shall be allowed thereon. The Specified Parking Spaces shall be used solely for the purpose of parking licensed motor vehicles or motor cycles (as the case may be) belonging to the residents of the Development or their bona fide guests, visitors or invitees and shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) All Owners shall park their vehicles within their own Specified Parking Spaces.
- (d) No Owner may park his vehicle in such a manner as to cause inconvenience or annoyance to the Owners or users of other Specified Parking Spaces.
- (e) No vehicle may exceed the speed limit (if any) displayed in the Common Parts.
- (f) All vehicles must display in a prominent position the car identification badges or labels issued by the Manager (if any), otherwise entry to the Development may be refused.
- (g) No Owner shall allow any vehicle parked in his Specified Parking Space to deteriorate to a condition detrimental to the environmental hygiene or appearance of the Development or becoming a nuisance to the Owners or users of other Specified Parking Spaces.
- (h) Each Owner shall at any given time park only one motor cycle within his own Specified Parking Space which is a motor cycle parking space, and shall at any given time park only one motor vehicle within his own Specified Parking Space which is a car parking space.
- (i) All Owners shall follow, observe and abide by the traffic signs and rules and regulation applicable to the car parking spaces.

19. Alterations to the Specified Parking Spaces.

- (a) No Owner shall make any alteration to his Specified Parking Space or erect any Signs, posts or chains thereon and thereto.
- (b) No Owner shall sub-divide any Specified Parking Spaces (irrespective of its size and area) for any purposes including but not limited to sale, assignment, lease, license, charge or disposal.

Covenants and provisions applicable to Parking Spaces

20. No Owner of Parking Space shall relocate the electric vehicle charging enabling facilities or associated Conduits forming part of his Parking Space.

SCHEDULE 5

Additional Rights of the First Owner

1. Common Parts. The right to assign to the Manager without consideration the Common Part Shares and the Common Parts, which shall be held by the Manager in trust for the Owners in accordance with this Deed.
2. Amendments to Building Plans and other plans. Subject to obtaining any necessary consent under the Land Grant and the law, the rights to:
 - (a) add to or amend the Building Plans or any plan or proposal (if any) prepared or which requires approval under the Land Grant (including master layout plans, landscaping proposals and car park layout plans) or any law; and
 - (b) carry out any works to implement such addition or amendment;

Provided That:

- (c) such rights may only be exercised in respect of any part of the Land which it has the Right to Occupy;
 - (d) these rights shall not be exercised so as to impede or restrict access to or from any part of the Land which the First Owner does not have the Right to Occupy;
 - (e) the First Owner shall be solely responsible for any administrative fee and premium payable in respect of such addition or amendments and all costs for effecting such addition or amendment;
 - (f) these rights shall not be exercised so as to adversely affect the other Owners' Rights to Occupy their Units;
 - (g) the First Owner shall make good any damage to any Unit of any other Owners caused by such works; and
 - (h) no other Owner will be required to bear any additional Management Expense as a result of the exercising of such right.
3. Fixtures. The right to, subject to the Land Grant, install or affix chimneys, flues, pipes or any other structures or facilities on or within the Common Parts and on the parts of the Land which the First Owner has the Right to Occupy Provided That:
 - (a) access to any other Units or the Common Parts shall not be impeded or restricted and the exercise of such right (1) shall not interfere with the other Owners and/or occupiers' right to hold, use, occupy and enjoy their Units; and (2) shall not adversely affect the enjoyment of the Common Parts by the Owners and occupiers;

- (b) all consent and approvals required under the Land Grant and the law must have been obtained before the exercise of such right, which can only be exercised strictly in accordance with all the terms and conditions imposed in such consent and approvals (if granted), and the First Owner shall observe and comply with all such terms and conditions imposed in such consent and approvals (if granted), the Land Grant and the law;
- (c) the First Owner shall be responsible for complying with paragraph 3(a) and 3(b) of this Schedule and shall bear all costs and expenses arising from and incidental to the exercise of such right and compliance with paragraph 3(a) and 3(b) of this Schedule and shall rectify, repair, and make good any damage caused by the exercise of such right at its own costs and expenses; and
- (d) if this right is exercised in relation to the Common Parts:
 - (i) written approval by a resolution of the Owners at an Owners' meeting convened under this Deed is obtained prior to the exercise of such right; and
 - (ii) any consideration received from the exercise of this right shall be credited to the Special Fund.

4. Entry to Carry Out Works.

- (a) The right to enter the Common Parts and any part of the Land which the First Owner has the Right to Occupy at all reasonable times to complete or commission the development of the Land which it has the Right to Occupy or the Common Parts in accordance with the Building Plans or any plan approved by the competent authorities and carry out any works to the Land it is permitted to carry out under this Deed and to license or otherwise permit its officers, employees, agents, contractors and the like to do so (if there are no other practicable means to do so without such entry) on such terms as the First Owner reasonably deems fit at the sole expense of the First Owner Provided That:
 - (i) except in an emergency when no notice is required and the entry may take place at all times, this right may only be exercised by the First Owner upon giving prior reasonable notice to the Manager, if this right is exercised in relation to the Common Parts;
 - (ii) access to any other Units or the Common Parts shall not be impeded or restricted and the exercise of such right (1) shall not interfere with the other Owners and/or occupiers' right to hold, use, occupy and enjoy their Units; and (2) shall not adversely affect the enjoyment of the Common Parts by the Owners and occupiers;
 - (iii) the First Owner shall rectify any damage to the Land caused by the negligence acts or omissions of its employees and agents in the course of exercising such rights; and

- (iv) the works aforesaid shall be carried out and completed with reasonable care in accordance with the Land Grant (where applicable) and all applicable legislation causing as little inconvenience as reasonably practicable.
 - (b) The right to issue instructions to the Owners and occupiers of the Development and their respective licensees, visitors and invitees that they may or may not use any part of the Land while the works or activities referred to in paragraph 4(a) of this Schedule are being carried out.
 - (c) Any right of entry of the First Owner under this paragraph 4 may be exercisable by the First Owner with or without surveyors, workmen and contractors and with or without plant, equipment, materials and machinery and may only be exercisable within two years from the date hereof.
5. Name of Development. The right to change the name of the Development or any part thereof at any time or to assign to any Owner the said right.

6. Allocation and Re-allocation of Shares and Management Shares.

Subject to the prior written approval of the Director of Lands, the Land Grant and this Deed, the right without the concurrence or approval of any other Owner to adjust the number of and/or allocate and from time to time re-allocate the Shares and Managements Shares held by the First Owner in respect of or to any part of the Development owned by the First Owner PROVIDED THAT such adjustment, allocation and/or re-allocation :-

- (a) shall not affect any other Owner's Right to Occupy his Unit(s);
- (b) will not adversely affect any other Owner's right interest and enjoyment in the Development and the Land;
- (c) will not increase the proportion of any other Owner's contribution to the Management Expenses; and
- (d) shall be on gross floor area basis;

PROVIDED FURTHER THAT the total numbers of Shares and Managements Shares shall remain the same after such adjustment, allocation or re-allocation.

7. Right of way, etc. The right to obtain the grant of any easements, rights of way or any other rights of whatever nature whether proprietary, contractual or otherwise over or in relation to any adjoining or neighbouring land for the benefit of the Land on such terms and conditions as the First Owner considers fit Provided That:
- (a) the prior approval of a resolution of Owners at an Owners' meeting convened under this Deed shall be obtained;
 - (b) access to any other Units or the Common Parts shall not be impeded or restricted and the exercise of such right (1) shall not interfere with the other

Owners and/or occupiers' right to hold, use, occupy and enjoy their Units; and (2) shall not adversely affect the enjoyment of the Common Parts by the Owners and occupiers;

- (c) any consideration received from the exercise of this right shall be credited to the Special Fund; and
- (d) the exercise of this right shall not contravene any provisions of the Land Grant.

8. Consideration received by the First Owner. Unless otherwise expressly provided in this Deed, the right to retain for its own use and benefit any consideration or benefit received or receivable by the First Owner or otherwise arising through the exercise of any right in this Schedule Provided That any consideration or benefit arising through the exercise of any right in this Schedule in relation to the Common Parts and received by the First Owner or any person on his behalf shall be paid into the Special Fund.

SCHEDULE 6

Powers of Manager

1. Collection of Money. To demand and collect all money payable by the Owners under this Deed.
2. Insurance.

(a) Subject to the direction of the Owners' Corporation (if formed), to insure (including the updating of any insurance) on such terms as the Manager may reasonably determine (unless otherwise directed by the Owners' Corporation (if formed)):

(i) the Common Parts, the Slope Structures, the Yellow Areas (to the extent that the same have not been re-delivered to the Government in accordance with the Land Grant), the Brown Area (to the extent that the obligation of maintenance of the same under the Land Grant has not ceased), the Green Hatched Black Area and the Bored Pile Wall in their full new reinstatement values in respect of loss or damage by fire or other risks; and

(ii) the Owners and the Manager in respect of such public, third party and occupier's liability, employer's liability in respect of employees employed within or exclusively in connection with the management of the Land, and other risks and liabilities (including risks and liabilities arising from the Yellow Areas (to the extent that the same have not been re-delivered to the Government in accordance with the Land Grant), the Brown Area (to the extent that the obligation of maintenance of the same under the Land Grant has not ceased), the Green Hatched Black Area and the Bored Pile Wall) as the Manager may reasonably decide (unless otherwise directed by the Owners' Corporation (if formed)) in such amounts as the Manager reasonably deems fit (unless otherwise directed by the Owners' Corporation (if formed)),

with some reputable insurance company as comprehensively as reasonably and commercially possible in the name of the Manager and for and on behalf of the Owners according to their respective interests and also to procure (but not obliged to do so) block insurance for the Development as a whole or parts thereof including those areas which are not Common Parts against loss or damage in such risk and in such amount as shall be reasonably determined by the Manager, and to pay all premia required to keep all the aforesaid insurance policies in force.

(b) Subject to Clause 13.1, to pay out or apply all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss to any Common Parts, the Slope Structures, the Yellow Areas (to the extent that the same have not been re-delivered to the Government in accordance with the Land Grant), the Brown Area (to the extent that the obligation of maintenance

of the same under the Land Grant has not ceased), the Green Hatched Black Area and the Bored Pile Wall in the repair, rebuilding or reinstatement of that part of the Common Parts, (as the case may be) the Slope Structures, the Yellow Areas (to the extent that the same have not been re-delivered to the Government in accordance with the Land Grant), the Brown Area (to the extent that the obligation of maintenance of the same under the Land Grant has not ceased), the Green Hatched Black Area and the Bored Pile Wall.

- (c) To pay out or apply all insurance money, compensation or damages recovered by the Manager in respect of any public, third party, occupier's, employer's, or other liability in remedying or compensating the loss or other matter for which it was paid.

3. Repair, maintenance and improvement of Common Parts.

- (a) To take all steps as the Manager may reasonably decide for putting and keeping the Common Parts in good and substantial repair, in a clean, tidy and proper working condition and appropriately decorated, landscaped, lit and ventilated.
- (b) Subject always to Clause 8.4, where reasonably required, to rebuild, renew, improve and upgrade the Common Parts as it deems fit and build or install additional common facilities as it deems fit in each case to a standard commensurate with the status of the Development and for the benefit of the Land and the Owners.
- (c) To replace any broken glass in the Common Parts.
- (d) To keep the Conduits forming part of the Common Parts free from obstructions and in proper working condition.
- (e) To cultivate, irrigate and maintain plant and landscaping works in the Common Parts, if any.

4. Control and operation and administration of Common Parts.

- (a) To, without prejudice to the Owners' right under paragraph 1 of Part A of Schedule 2 and subject to the provisions of this Deed, the Land Grant and the Ordinance, have exclusive control over the Common Parts and to generally administer and manage the Common Parts.
- (b) To operate the Common Parts in such manner as the Manager reasonably deems fit.
- (c) To comply with and ensure compliance with all laws and provisions of the Land Grant which are applicable to the Common Parts and the Land as a whole.
- (d) To regulate pedestrian traffic in the Common Parts.

- (e) To prevent obstruction of the Common Parts.
- (f) If any article or vehicle is causing obstruction of the Common Parts or is brought onto or remains in the Common Parts in contravention of this Deed or the Development Rules or parking fees payable in respect of any vehicle parked in areas comprised in the Common Parts have not been paid, to:
 - (i) remove and impound the article or vehicle concerned;
 - (ii) recover from the Owner who or whose tenant, licensee or visitor has brought the article onto the Common Parts (in this paragraph 4(f), the “**Defaulting Owner**”) all costs and expenses incurred by the Manager in the removal and impoundment and (as the case may be) the parking fees in default and other penalties and charges;
 - (iii) pending the recovery of such costs, expenses, parking fees, penalties and charges, claim a lien on the article or vehicle; and
 - (iv) if these amounts are not paid within a time which the Manager may reasonably determine, dispose of the article or vehicle in such manner as the Manager may reasonably decide and apply the proceeds towards payment of the amounts secured by the lien.
- (g) To take all steps which the Manager reasonably considers appropriate for preventing any person from doing anything which may damage or interfere with the Common Parts or the normal functioning thereof.
- (h) To remove from the Common Parts any person who fails to comply with those of the Development Rules governing the use of the Common Parts or the conduct of any person using or present in the Common Parts.
- (i) To charge as the Manager reasonably deems fit a fee for the entry into and/or use of the Recreational Facilities (or any part thereof) Provided that all fees so received shall form part of the Management Funds.
- (j) Subject to the Land Grant, the law, this Deed (in particular Clause 8.4) and without prejudice to other rights and powers of the Manager, to carry out such works or other activities to or in the Common Parts in accordance with a resolution of the Owners’ Committee.
- (k) To suspend, close or shut down the Common Parts for repairing or replacement which the Manager reasonably deems necessary provided that the Owners' access to their own Units shall not be unreasonably impeded or restricted due to such suspension, closure or shut down of the Common Parts and that prior reasonable notice shall be given to the Owners (except in an emergency when no notice is required) .

5. Refuse Collection.

- (a) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited in the Land or any part thereof.
- (b) To arrange for refuse to be collected from different parts of and removed from the Land, and to maintain all refuse collection facilities in accordance with the requirements of any Governmental or other competent authority.

6. Prevention of Erosion. So far as reasonably possible, to prevent any refuse or other matter being deposited, washed, eroded or falling from the Land onto any neighbouring property and to remove any such refuse or other matter on or in the Land originating from any neighbouring property.

7. Utilities.

- (a) To make suitable arrangements for the supply of water, gas, electricity, telecommunication, information and other utility services to, from or for the Land.
- (b) Subject to Clause 8.4 and the approval of the Owners' Committee (if formed), to take such steps and make such arrangements from time to time as it reasonably considers appropriate to:
 - (i) increase the supply of any utility to the Development when existing supply may not be sufficient to cope with current needs; or
 - (ii) procure to be supplied to the Development any utility not previously supplied to the Development.

Without prejudice to the generality of the above, the Manager may (subject to Clause 8.4 and all approvals required under the law or the Land Grant having been obtained) and the approval of the Owners' Committee:

- (iii) install or permit any utility supplier to install additional plant, equipment and Conduits which are necessary for increasing the supply of or (as the case may be) supplying the utility concerned in such of the Common Parts as the Manager reasonably considers appropriate;
 - (iv) carry out all works to the Common Parts for the purpose of facilitating the installation of such additional plant, equipment and Conduits; and/or
 - (v) convert Common Parts currently used for other purposes for the installation of such additional plant, equipment and Conduits.
- (c) Subject to the approval of the Owners' Committee (if formed), to install in Common Parts, maintain and operate as the Manager reasonably deems fit communal radio, television or telecommunication cables, aerials and satellite

dishes, Conduits for the transmission of information and other similar apparatus serving the Development.

- (d) To take all reasonable steps to prevent any person from overloading any of the electrical installations and circuits in the Development.
- (e) To enter into contracts with operators or providers of telecommunication network services for the supply of such services to the Development Provided That the Manager shall not enter into any contract for the installation or use of aerial broadcast distribution or telecommunications network facilities or any contract for the provision of broadcast distribution network or telecommunications network services unless:
 - (i) the term of the contract does not exceed 3 years;
 - (ii) the right to be granted under the contract is non-exclusive and the contract provides 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 services.

Without prejudice to the generality of the foregoing, to make all necessary connections as the Manager reasonably deems appropriate to enable the transmission of the services to occupants of the Development.

8. Security. To provide and maintain security personnel, closed circuit T.V. systems, burglar alarms and other security measures for the Land (including without limitation installing electric or other types of fencing and grilles atop or to any parapet and fencewall which is coloured as a Common Part on the Plans and maintaining, repairing and replacing the same from time to time) Provided That Owners' right to hold, use, occupy and enjoy their Residential Units shall not be interfered with and access to any Residential Units shall not be impeded.
9. Appointment of Lawyers. To appoint, where any need arises, solicitors or legal counsel to advise upon any matter which arises in relation to the Land or this Deed and to grant them authority to accept service on behalf of the Owners of legal proceedings relating to the Land (except proceedings relating to the rights or obligations of individual Owners) and in all proceedings to which the Government is a party to appoint a solicitor who will undertake to accept service on behalf of the Owners (whether for the purpose of Order 10 Rule 1 of the Rules of the High Court or otherwise) within 7 days of being requested to do so by the Government.
10. Contracts.
 - (a) To appoint or employ agents, contractors or sub-managers (including professional property management companies) to carry out various aspects of the management of the Development or management in respect of certain area(s) of the Development Provided That the Manager shall not transfer or

assign its rights, duties or obligations under this Deed to any such third parties or persons (who must remain responsible to the Manager) and the Manager shall at all times be and remain responsible for the management and control of the whole Development and no provision in this Deed shall be construed as taking away or reducing such responsibility.

- (b) To appoint accountants to audit the management accounts and books and prepare the annual income and expenditure accounts and balance sheets.

11. Enforcement of Deed.

- (a) To enforce and take all reasonable steps to ensure compliance with the Land Grant, this Deed and the Development Rules by the Owners, occupiers and licensees of the Land including by the commencement, conduct, defence and enforcement of legal proceedings (the provisions of Clause 10.13 applying to any such action) and by the registration and enforcement of charges in accordance with Clause 10.14.
- (b) To recover all costs and expenses properly and reasonably incurred by the Manager in relation to an exercise of its power under paragraph 11(a) of this Schedule from the defaulting Owner.
- (c) To forbid any Owner who breaches this Deed and his tenants and licensees from using the Common Parts until the default is rectified. Notwithstanding anything in this Deed, the Manager shall not interrupt the supply of electricity, water, gas, telecommunication or other utilities to any Unit or prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.
- (d) To discontinue providing management services to any Owner who breaches this Deed.
- (e) To remove any structure or installation or to demolish any building works in any part of the Land which are in contravention of this Deed, the Land Grant, or the law and to recover from the Owner of the Unit concerned all reasonable costs and expenses properly and reasonably incurred by the Manager in connection with the exercise of the power in this paragraph 11(e) and making good any damage thereby caused to any other part of the Land Provided That this paragraph 11(e) does not impose any obligation on the Manager to carry out any works or activities it is empowered to carry out under this paragraph 11(e).
- (f) Where an Owner defaults in:
 - (i) any repair or maintenance obligations under this Deed; or
 - (ii) carrying out any activity to his Unit which is required to be carried out under the law or this Deed;

to carry out to or in the Owner's Unit all necessary works or activities as the Manager reasonably considers appropriate to ensure compliance with this Deed or (as the case may be) the law, and to recover from the Owner all reasonable costs and expenses properly and reasonably incurred by the Manager in connection with the exercise of the power in this paragraph 11(f) Provided That this paragraph 11(f) does not impose any obligation on the Manager to carry out any works or activities it is empowered to carry out under this paragraph 11(f).

- (g) To take such steps as the Manager reasonably deems appropriate for removing from the Land any animal the presence of which in the Land or any Unit constitutes a contravention of this Deed.
- (h) To remove from the Recreational Facilities, any person who fails to comply with or is in breach of any applicable Development Rule and to exclude any person who has been in persistent breach of such Development Rules from the use of the Recreational Facilities, for such period as the Manager shall reasonably deem appropriate.

12. Dealings with Government.

- (a) To have the right to represent the Owners in dealings with the Government or any other competent authority or any other person concerning the Land as a whole or the Common Parts subject to the approval of the Owners' Committee or the Owners' Corporation (if formed).
- (b) Subject to the approval of a resolution of the Owners at an Owners' meeting convened under this Deed, to surrender to the Government any part of the Common Parts on such terms and conditions and by deeds and documents of form and substance as approved by a resolution of the Owners at an Owners' meeting convened under this Deed.
- (c) To comply with any legislation and lawful requirements of the Government and any competent authority.
- (d) To comply with and take all steps the Manager may reasonably decide to ensure the compliance with all provisions in the Land Grant applicable to the Land as a whole, including but not limited to the Yellow Areas (to the extent that the same have not been re-delivered to the Government in accordance with the Land Grant), the Brown Area (to the extent that the obligation of maintenance of the same under the Land Grant has not ceased), the Green Hatched Black Area and the Bored Pile Wall.

13. Grant and acceptance of rights.

- (a) To, subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, grant upon such terms as it considers appropriate rights of way and other easements over or relating to any Common Parts to such persons (including, without limitations, owners or occupiers of any adjoining or neighbouring property, the Government or members of the

general public) Provided That all Owners' right, interest, use, access and enjoyment of their Units must not have been affected or interfered nor access to their Units shall be impeded and such grant shall not contravene the terms and conditions contained in the Land Grant. All income and receipts arising therefrom shall form part of the Management Funds.

- (b) To obtain, upon such terms as the Manager reasonably deems fit but subject to the prior approval of such terms by a resolution of the Owners at an Owners' meeting duly convened under this Deed, grant of easements, licences or rights of any other kind whether constituting an interest in land or otherwise which will benefit the Owners and occupiers of the Land and to perform all terms and conditions on which such a grant is made.
14. Common Parts Shares. To take an assignment of and hold the Common Parts Shares and the Common Parts on trust in accordance with this Deed.
15. Staff and professional consultants.
- (a) To employ such staff and on such terms as it reasonably deems fit and necessary to enable it to perform its powers and duties under this Deed and to provide such staff with any necessary accommodation, uniforms, working clothes and all materials and equipment.
 - (b) To, subject to paragraph 10(a) of this Schedule, retain the service of such professional consultants on such terms as it reasonably deems fit and necessary for the purpose of carrying out its powers and duties under this Deed.
16. Entry.
- (a) To enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency) any Unit to carry out necessary repairs to the Development or abate any hazard or nuisance which does or may affect the Common Parts or Owners other than the Owner whose Unit is being entered under the power provided in this paragraph 16(a) Provided That the Manager shall at its own costs and expense repair and make good any damage so caused and be responsible for any liability caused by the negligent, wilful or criminal acts or omissions of the Manager or its employees, agents or contractors in entering that Unit or in exercising such power pursuant to this paragraph 16(a).
 - (b) To replace broken window glass or glazing in any Unit which remains unreplaced for 7 days after the Manager has served a notice on the Owner or occupier of that Unit requiring him to replace the same Provided That this paragraph 16(b) does not impose any obligation on the Manager to replace any broken window glass in any Unit.

17. Development Rules.

With the approval of the Owners' Committee, if any, to make, revoke and amend Development Rules regulating:

- (a) the use, occupation, security, maintenance, fitting-out, decoration, renovation and environmental control of the Land or any part thereof;
- (b) the conduct of persons occupying, visiting or using the Common Parts and the conditions of such occupation, visit or use, including the payment of charges;
- (c) matters pertaining to the protection of the Common Parts;
- (d) the use of electric vehicle charging enabling facilities; and
- (e) other matters pertinent to the beneficial management of the Land (including without limitation matters pertaining to the protection of the environment of the Land and the implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection);

Provided That Development Rules made or amended in accordance with this paragraph 17 shall not be inconsistent with or contravene this Deed (and in case of such inconsistency, this Deed shall prevail), the Ordinance or the Land Grant. Such Development Rules shall bind the Owners, their tenants, licensees and invitees. A copy of the Development Rules shall be posted on the public notice boards of the Development and a copy shall be supplied to each Owner on request on payment of reasonable copying charges Provided That such charge shall be credited to the Special Fund. For the avoidance of doubt, the Manager may make or amend such Development Rules before the formation of an Owners' Committee.

- 18. Consent. To give or withhold its consent to anything which requires its consent pursuant to this Deed Provided That such consent shall not be unreasonably withheld. Where any fee is imposed by the Manager as a consideration for the granting of such consent, such fee shall be held for the benefit of the Owners and be credited to the Special Fund. The Manager shall not charge any fee other than a reasonable administrative fee for processing and issuing the consent.
- 19. Complaints. To deal with all enquiries, complaints, reports and correspondence relating to the Land.
- 20. Festive decorations. To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as it reasonably deems fit.
- 21. Meetings of Owners. To convene meetings of the Owners and to act as secretary in keeping the minutes of such meetings.

22. Acquisition of property. Subject to the provisions of this Deed (in particular, Clauses 8.4 and 10.10) and Schedule 7 to the Ordinance, to purchase, hire or otherwise acquire as it reasonably deems fit supplies, goods, services and/or facilities for use in relation to the Land.
23. Execution of documents. For the purpose of effecting any dealing or transaction relating to the Common Parts or the Common Parts Shares in accordance with this Deed, to execute and enter into any deed or document without joining any Owner (including any previous Owner) as a party thereto.
24. Environmental matters.
- (a) To provide appropriate and sufficient waste separation and recovery facilities consisting of materials that will not cause any fire hazard (including, but not limited to, waste separation bins) at such locations within the Common Parts:
 - (i) as it may consider suitable and convenient to facilitate waste separation and recovery by Owners and occupiers of the Development; and
 - (ii) so as not to cause obstruction to any fire escape route.
 - (b) To ensure that recyclable materials recovered from the waste separation and recovery facilities or through the regular cleaning process shall be properly collected, stored and sent for recycling.
 - (c) To maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development.
 - (d) To organize on a regular basis activities it may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and encourage Owners and occupiers of the Development to participate in such activities with a view to improving the environmental conditions of the Development.
 - (e) Subject to the approval of the Owners' Committee or the Owners' Corporation, if formed, to make Development Rules requiring Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes.
25. Decoration Deposits.
- (a) If any works are to be carried out to a Residential Unit, to obtain from its Owner a refundable Decoration Deposit of a sum which is equivalent to one month's then Monthly Management Fees payable in respect of that Residential Unit or of such amount as may from time to time be stipulated in the Development Rules for securing the payment of the cost of making good any damage to the Common Parts or any breach of this Deed caused by or resulting from the aforesaid works.

- (b) Without prejudice to other rights and remedies of the Manager, to deduct from the Decoration Deposit any amount which an Owner is liable to pay to or indemnify the Manager under paragraph 8(d) of Schedule 4 and to refund to the Owner concerned the balance (if any) of the Decoration Deposit without interest.
26. Geotechnical works. To inspect, keep and maintain in good and substantial repair and condition and carry out all necessary works in respect of the Slope Structures in compliance with the conditions of the Land Grant and in accordance with the Geotechnical Guidelines, the Slope Maintenance Manuals and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slope Structures and to employ suitably qualified personnel for that purpose.
27. Matters outside the Land. To carry out and perform, in relation to the Yellow Areas (to the extent that the same have not been re-delivered to the Government in accordance with the Land Grant), the Brown Area (to the extent that the obligation of maintenance of the same under the Land Grant has not ceased), the Green Hatched Black Area and the Bored Pile Wall, all acts, activities and works required by the Land Grant, the law or insurers of insurance taken out in relation thereto, or which are deemed reasonably appropriate by the Manager for performing and complying with the provisions of the Land Grant, the law or those insurers in relation to the same.
28. Transformer Room Facilities. To repair, maintain and reinstate the Transformer Room Facilities during the term of the Land Grant.

SCHEDULE 7
Works and Installations

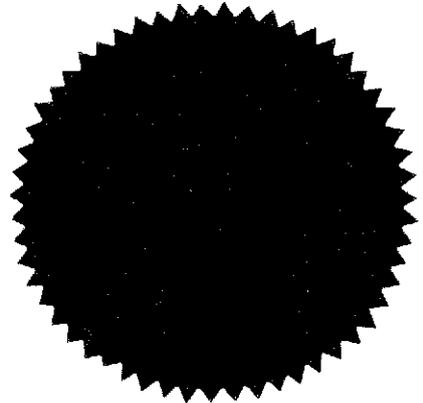
- (i) The following Works and Installations, to the extent forming Common Parts:
 - (a) structural elements;
 - (b) external wall finishes and roofing materials;
 - (c) fire safety elements;
 - (d) plumbing system;
 - (e) drainage system;
 - (f) fire services installations and equipment;
 - (g) electrical wiring system;
 - (h) lift installations (if applicable);
 - (i) gas supply system;
 - (j) curtain wall and window installations;
 - (k) ventilation system; and
 - (l) the Transformer Room Facilities; and
 - (m) electric vehicle charging enabling facilities; and
- (ii) also the following Works and Installations: the Slope Structures.

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

THE FIRST OWNER

SEALED with the COMMON SEAL of)
NMC 8 LIMITED and SIGNED by)
Wong Chi Kong, Louis its director)
Chu Ip Pui its director)
whose signature(s) is/are verified by:)

[Handwritten signature]
[Handwritten signature]

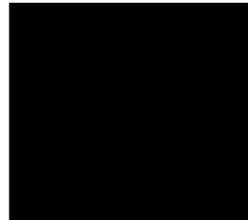


[Handwritten signature]

Wan Shiu Man
Solicitor, Hong Kong SAR
Messrs. Baker & McKenzie

THE FIRST ASSIGNEE

SIGNED SEALED and DELIVERED by)
[REDACTED], holder of Hong Kong)
Identity Card No. [REDACTED] in the)
presence of:)



[Handwritten signature]

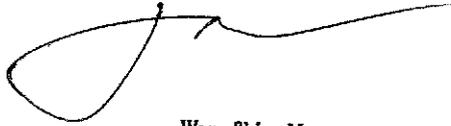
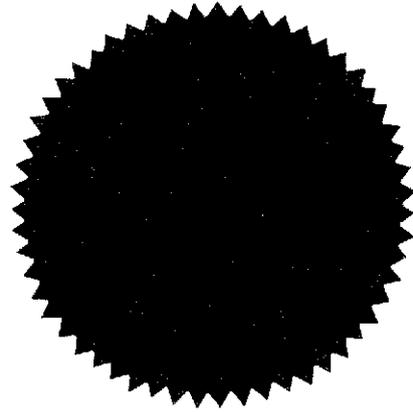
YEUNG Shing Chung

**Solicitor, Hong Kong SAR
Iu, Lai & Li**

[Handwritten signature]

THE COMPANY

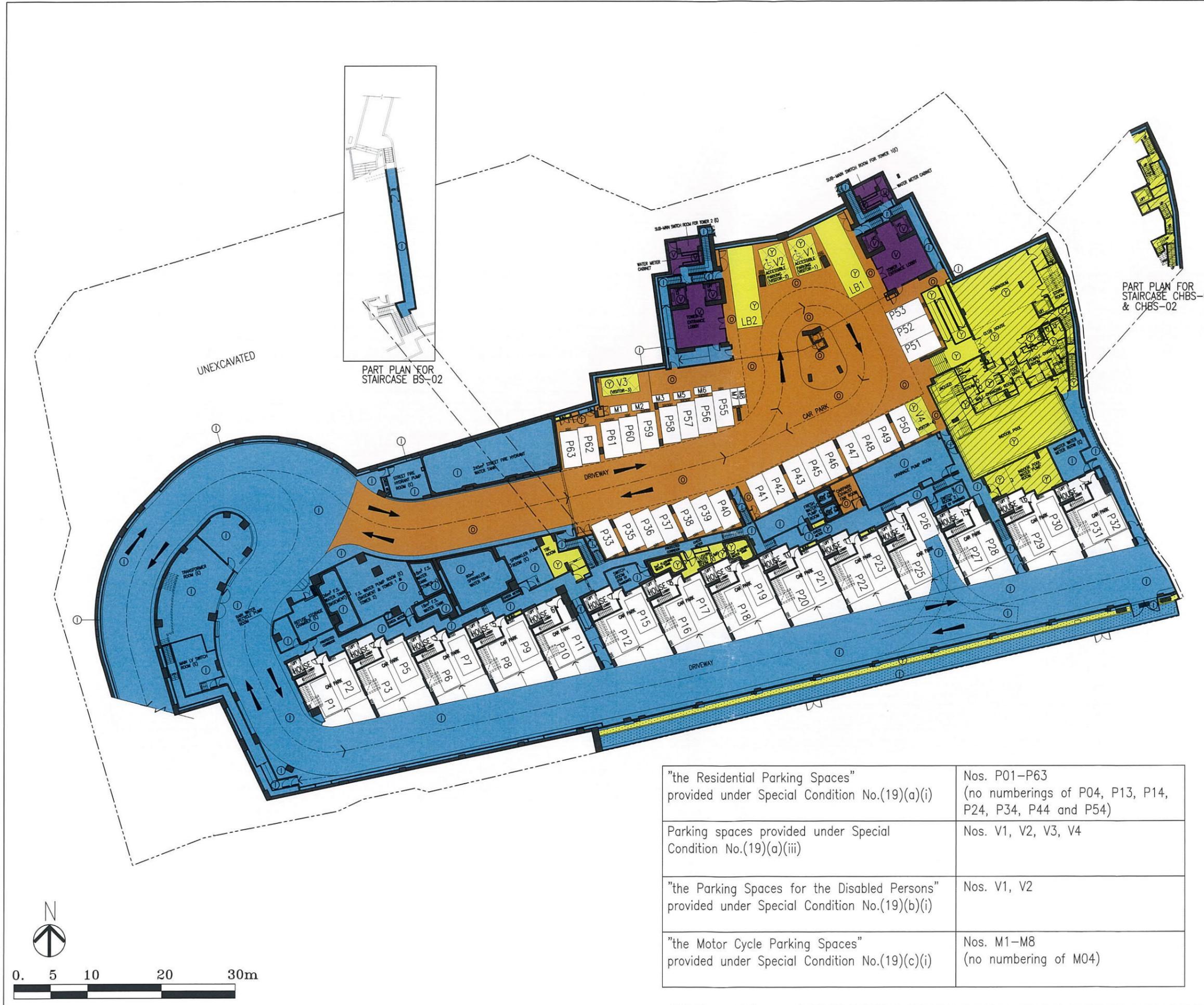
SEALED with the COMMON SEAL of)
KERRY PROPERTY MANAGEMENT)
SERVICES LIMITED and SIGNED by)
Wong Chi Kong, Louis its director)
whose signature(s) is/are verified by:)



Wan Shiu Man
Solicitor, Hong Kong SAR
Messrs. Baker & McKenzie

APPENDIX 1

The Plans



- LEGEND:**
- INDIGO – DEVELOPMENT COMMON PARTS
 - INDIGO STIPPLED BLACK – GREENERY AREAS FORMING PART OF DEVELOPMENT COMMON PARTS
 - ORANGE – PARKING COMMON PARTS
 - YELLOW – RESIDENTIAL COMMON PARTS
 - YELLOW STIPPLED BLACK – GREENERY AREAS FORMING PART OF RESIDENTIAL COMMON PARTS
 - YELLOW HATCHED BLACK – RECREATIONAL FACILITIES (RESIDENTIAL COMMON PARTS)
 - YELLOW CROSS HATCHED BLACK – VISITORS' PARKING SPACES (RESIDENTIAL COMMON PARTS)
 - VIOLET – TOWERS COMMON PARTS

TOTAL AREA OF GREENERY +
= 144.316s.m.

NOTES: BASED ON GBP (REV.F)
APPROVED ON 13 JUN 2018

PROJECT

RESIDENTIAL DEVELOPMENT AT 9 LUNG KUI ROAD,
BEACON HILL – N.K.I.L. 6532

TITLE

DEED OF MUTUAL COVENANT PLAN –
BASEMENT FLOOR PLAN



DLN Architects Limited 46-47 Floor, Tower One, Times Square
Matheson Street, Causeway Bay, Hong Kong
劉榮廣伍潔民建築師有限公司
香港銅鑼灣勿地臣街
時代廣場一座46至47樓
1 + 852 2895 6888 1 + 852 2576 4074 email general@dln.com.hk www.dln.com.hk

I hereby certify the accuracy of this plan


WONG MING YIM
AUTHORIZED PERSON (LIST OF ARCHITECTS)

DRAWING NO.
DMC-01 (REV.4)

"the Residential Parking Spaces" provided under Special Condition No.(19)(a)(i)	Nos. P01–P63 (no numberings of P04, P13, P14, P24, P34, P44 and P54)
Parking spaces provided under Special Condition No.(19)(a)(iii)	Nos. V1, V2, V3, V4
"the Parking Spaces for the Disabled Persons" provided under Special Condition No.(19)(b)(i)	Nos. V1, V2
"the Motor Cycle Parking Spaces" provided under Special Condition No.(19)(c)(i)	Nos. M1–M8 (no numbering of M04)



LEGEND:

- I INDIGO – DEVELOPMENT COMMON PARTS
- II INDIGO STIPPLED BLACK – GREENERY AREAS FORMING PART OF DEVELOPMENT COMMON PARTS
- O ORANGE – PARKING COMMON PARTS
- Y YELLOW – RESIDENTIAL COMMON PARTS
- YII YELLOW STIPPLED BLACK – GREENERY AREAS FORMING PART OF RESIDENTIAL COMMON PARTS
- YIII YELLOW HATCHED BLACK – RECREATIONAL FACILITIES (RESIDENTIAL COMMON PARTS)
- V VIOLET – TOWERS COMMON PARTS

TOTAL AREA OF GREENERY +
 = 1794.697s.m.

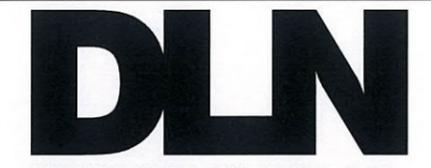
NOTES: BASED ON GBP (REV.F)
 APPROVED ON 13 JUN 2018

PROJECT

RESIDENTIAL DEVELOPMENT AT 9 LUNG KUI ROAD,
 BEACON HILL – N.K.I.L. 6532

TITLE

DEED OF MUTUAL COVENANT PLAN–
 GROUND FLOOR PLAN



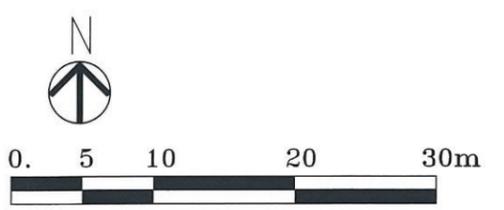
DLN Architects Limited 46-47 Floor, Tower One, Times Square
 Matheson Street, Causeway Bay, Hong Kong
 香港銅鑼灣勿地臣街
 時代廣場一、二、四、五、六樓
 1 + 852 2895 6888 f + 852 2576 4074 email general@dln.com.hk www.dln.com.hk

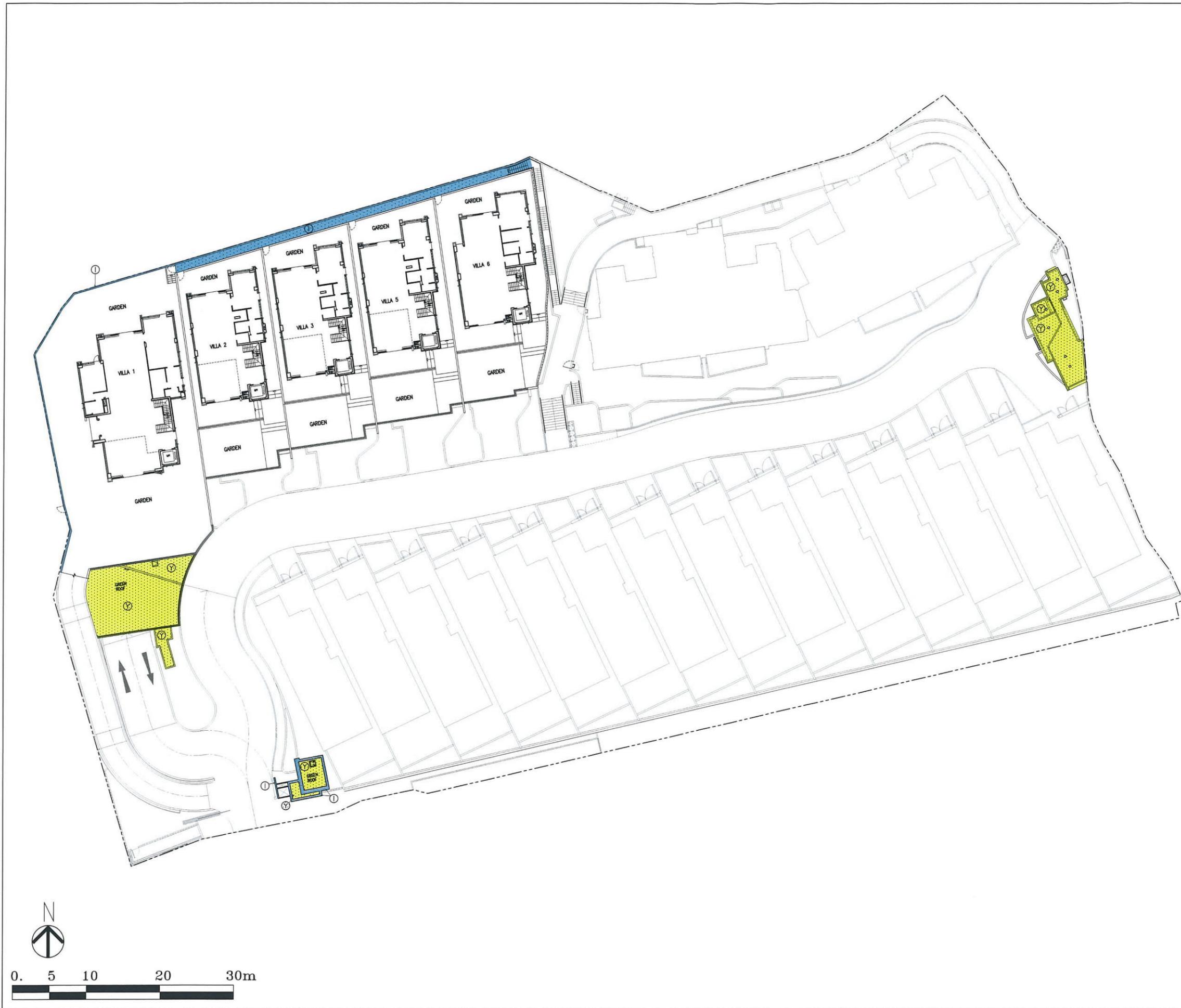
I hereby certify the accuracy of this plan


WONG MING YIM
 AUTHORIZED PERSON (LIST OF ARCHITECTS)

DRAWING NO.
 DMC-02 (REV.5)

"the Residential Parking Spaces" provided under Special Condition No.(19)(a)(i)	Nos. G01-G12 (no numbering of G04)
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LEGEND:

- ① INDIGO – DEVELOPMENT COMMON PARTS
- ① INDIGO STIPPLED BLACK – GREENERY AREAS FORMING PART OF DEVELOPMENT COMMON PARTS
- ① YELLOW STIPPLED BLACK – GREENERY AREAS FORMING PART OF RESIDENTIAL COMMON PARTS

TOTAL AREA OF GREENERY +
 = 211,969s.m.

NOTES: BASED ON GBP (REV.F)
 APPROVED ON 13 JUN 2018

PROJECT
 RESIDENTIAL DEVELOPMENT AT 9
 LUNG KUI ROAD,
 BEACON HILL – N.K.I.L. 6532

TITLE
 DEED OF MUTUAL COVENANT PLAN–
 UPPER GROUND FLOOR PLAN

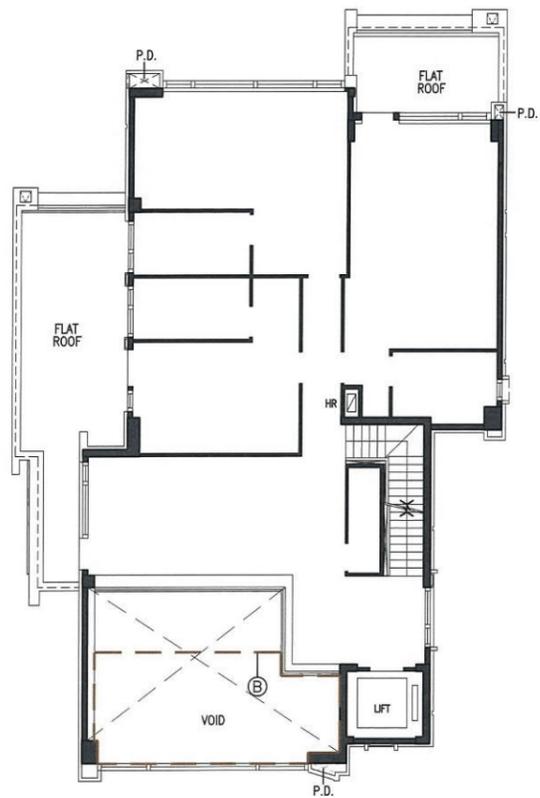
DLN

DLN Architects Limited 46-47 Floor, Tower One, Times Square
 Matheson Street, Causeway Bay, Hong Kong
 劉榮廣伍耀民建築師有限公司 香港銅鑼灣勿地臣街
 時代廣場一座46至47樓
 t + 852 2895 6888 f + 852 2576 4074 email general@dln.com.hk www.dln.com.hk

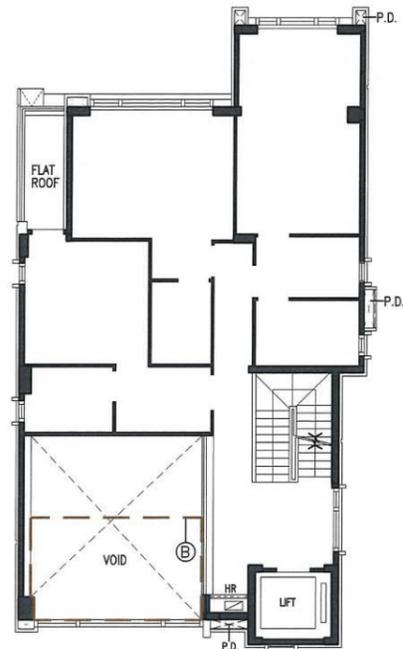
I hereby certify the accuracy of this plan


WONG MING YIM
 AUTHORIZED PERSON (LIST OF ARCHITECTS)

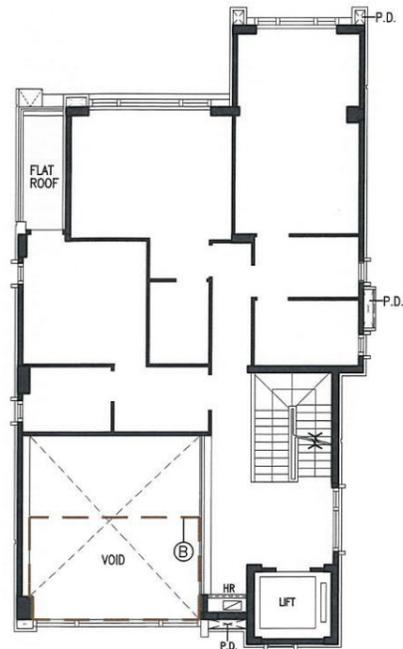
DRAWING NO.
 DMC-03 (REV.2)



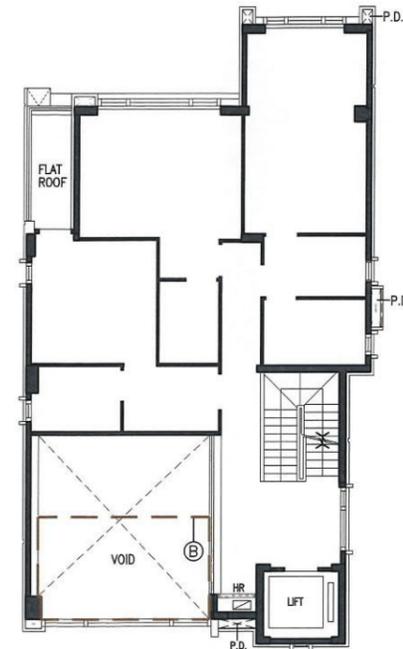
1/F PLAN FOR VILLA 1



1/F PLAN FOR VILLA 2



1/F PLAN FOR VILLA 3



1/F PLAN FOR VILLA 5

LEGEND:

Ⓟ EDGED BY BROWN BROKEN LINES - VOIDS

NOTES: BASED ON GBP (REV.F)
APPROVED ON 13 JUN 2018

PROJECT

RESIDENTIAL DEVELOPMENT AT 9
LUNG KUI ROAD,
BEACON HILL - N.K.I.L. 6532

TITLE

DEED OF MUTUAL COVENANT PLAN-
VILLA 1, VILLA 2, VILLA 3 &
VILLA 5



DLN Architects Limited 46-47 Floor, Tower One, Times Square
 劉榮廣伍振民建築師有限公司 Maitson Street, Causeway Bay, Hong Kong
 香港銅鑼灣勿地臣街 時代廣場一座46至47樓
 t + 852 2895 6888 f + 852 2576 4074 email general@dln.com.hk www.dln.com.hk

I hereby certify the accuracy of this plan

Wong Ming Yim
WONG MING YIM
 AUTHORIZED PERSON (LIST OF ARCHITECTS)

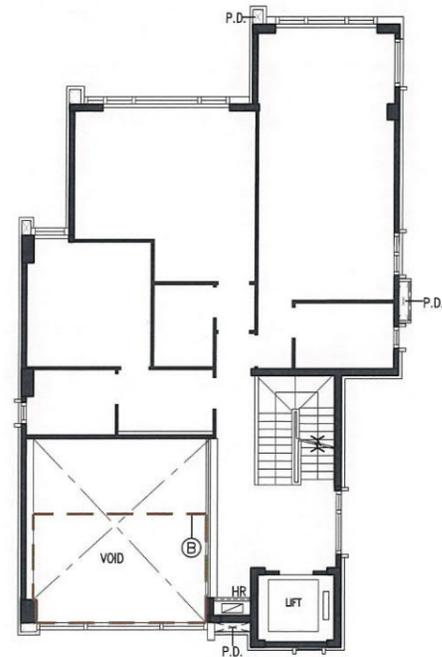
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 DMC-04 (REV.3)



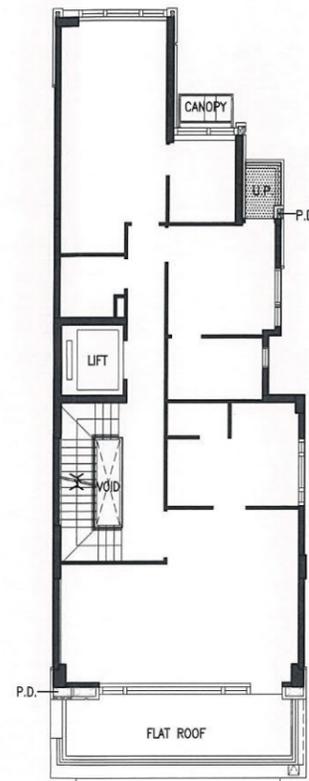
LEGEND:

STIPPLED BLACK - UTILITY PLATFORMS

EDGED BY BROWN BROKEN LINES - VOIDS



1/F PLAN FOR VILLA 6



1/F PLAN FOR HOUSE 1 to HOUSE 17

THERE IS NO HOUSE 4, HOUSE 13 AND HOUSE 14 IN THE DEVELOPMENT

NOTES: BASED ON GBP (REV.F)
APPROVED ON 13 JUN 2018

PROJECT

RESIDENTIAL DEVELOPMENT AT 9
LUNG KUI ROAD,
BEACON HILL - N.K.I.L. 6532

TITLE

DEED OF MUTUAL COVENANT PLAN-
VILLA 6 & HOUSE 1 TO HOUSE 17



DLN Architects Limited 46-47 Floor, Tower One, Times Square
Matheson Street, Causeway Bay, Hong Kong
劉樂廣伍振民建築師有限公司 香港銅鑼灣勿地臣街
時代廣場一區46至47樓
t +852 2895 6888 f +852 2576 4074 email general@dln.com.hk www.dln.com.hk

I hereby certify the accuracy of this plan

WONG MING YIM
AUTHORIZED PERSON (LIST OF ARCHITECTS)

DRAWING NO.

DMC-05 (REV.3)





G/F PLAN FOR TOWER 1 & TOWER 2

LEGEND:

VIOLET - TOWERS COMMON PARTS

NOTES: BASED ON GBP (REV.F)
APPROVED ON 13 JUN 2018

PROJECT

RESIDENTIAL DEVELOPMENT AT 9
LUNG KUI ROAD,
BEACON HILL - N.K.I.L. 6532

TITLE

DEED OF MUTUAL COVENANT PLAN-
TOWER 1 & TOWER 2
GROUND FLOOR PLAN



DLN Architects Limited
 對策廣伍維民建築師有限公司
 46-47 Floor, Tower One, Times Square
 Matheson Street, Causeway Bay, Hong Kong
 香港銅鑼灣勿地臣街
 時代廣場一座46至47樓
 t +852 2895 6888 f +852 2576 4074
 email general@din.com.hk www.din.com.hk

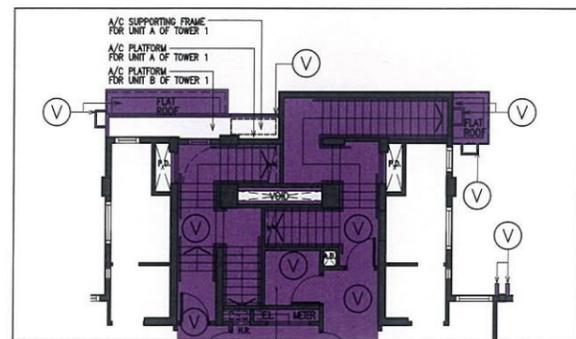
I hereby certify the accuracy of this plan

WONG MING YIM
 AUTHORIZED PERSON (LIST OF ARCHITECTS)

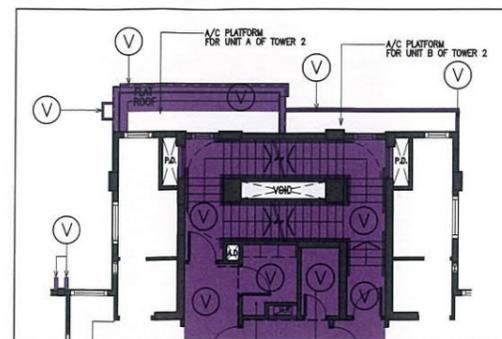
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 DMC-06 (REV.4)



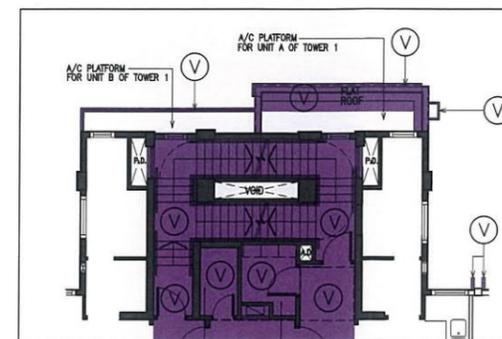
PART PLAN FOR 1/F OF TOWER 2



PART PLAN FOR 1/F OF TOWER 1



PART PLAN FOR 2/F OF TOWER 2



PART PLAN FOR 2/F OF TOWER 1



TYPICAL FLOOR PLAN (1/F TO 6/F) (THERE IS NO 4/F) FOR TOWER 1 & TOWER 2

LEGEND:

- VIOLET - TOWERS COMMON PARTS
- HATCHED BLACK - BALCONIES
- STIPPLED BLACK - UTILITY PLATFORMS

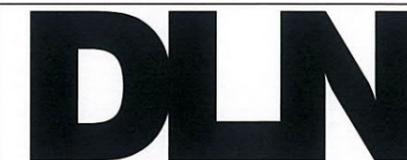
NOTES: BASED ON GBP (REV.F)
APPROVED ON 13 JUN 2018

PROJECT

RESIDENTIAL DEVELOPMENT AT 9
LUNG KUI ROAD,
BEACON HILL - N.K.I.L. 6532

TITLE

DEED OF MUTUAL COVENANT PLAN-
TOWER 1 & TOWER 2
1/F TO 6/F PLAN
THERE IS NO 4/F (OMITTED FLOOR) IN THE DEVELOPMENT



DLN Architects Limited
劉榮廣伍振民建築師有限公司
46-47 Floor, Tower One, Times Square
Matheson Street, Causeway Bay, Hong Kong
香港銅鑼灣勿地臣街
時代廣場一座46至47樓
1 + 852 2895 6888 1 + 852 2576 4074 email general@dln.com.hk www.dln.com.hk

I hereby certify the accuracy of this plan

WONG MING YIM
AUTHORIZED PERSON (LIST OF ARCHITECTS)

DRAWING NO.

DMC-07 (REV.4)



7/F PLAN FOR TOWER 1 & TOWER 2



LEGEND:

- VIOLET - TOWERS COMMON PARTS
- HATCHED BLACK - BALCONIES
- STIPPLED BLACK - UTILITY PLATFORMS

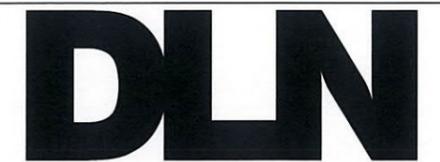
NOTES: BASED ON GBP (REV.F)
APPROVED ON 13 JUN 2018

PROJECT

RESIDENTIAL DEVELOPMENT AT 9
LUNG KUI ROAD,
BEACON HILL - N.K.I.L. 6532

TITLE

DEED OF MUTUAL COVENANT PLAN-
TOWER 1 & TOWER 2
7/F PLAN



DLN Architects Limited 46-47 Floor, Tower One, Times Square
Matheson Street, Causeway Bay, Hong Kong
劉樂廣伍振民建築師有限公司
香港銅鑼灣勿地臣街
時代廣場一座46至47樓

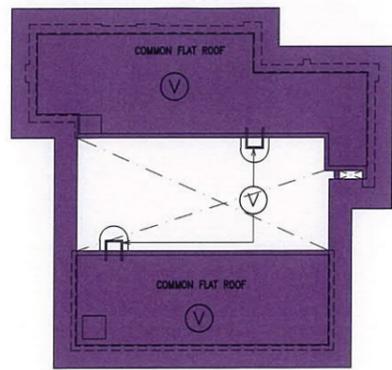
t +852 2895 6888 f +852 2576 4074 email general@dln.com.hk www.dln.com.hk

I hereby certify the accuracy of this plan

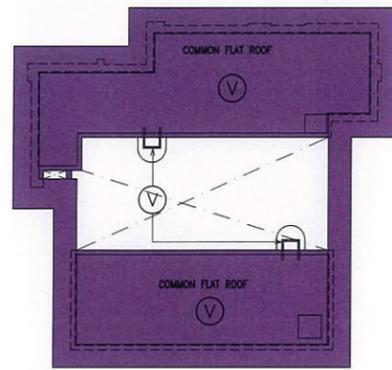
WONG MING YIM
AUTHORIZED PERSON (LIST OF ARCHITECTS)

DRAWING NO.

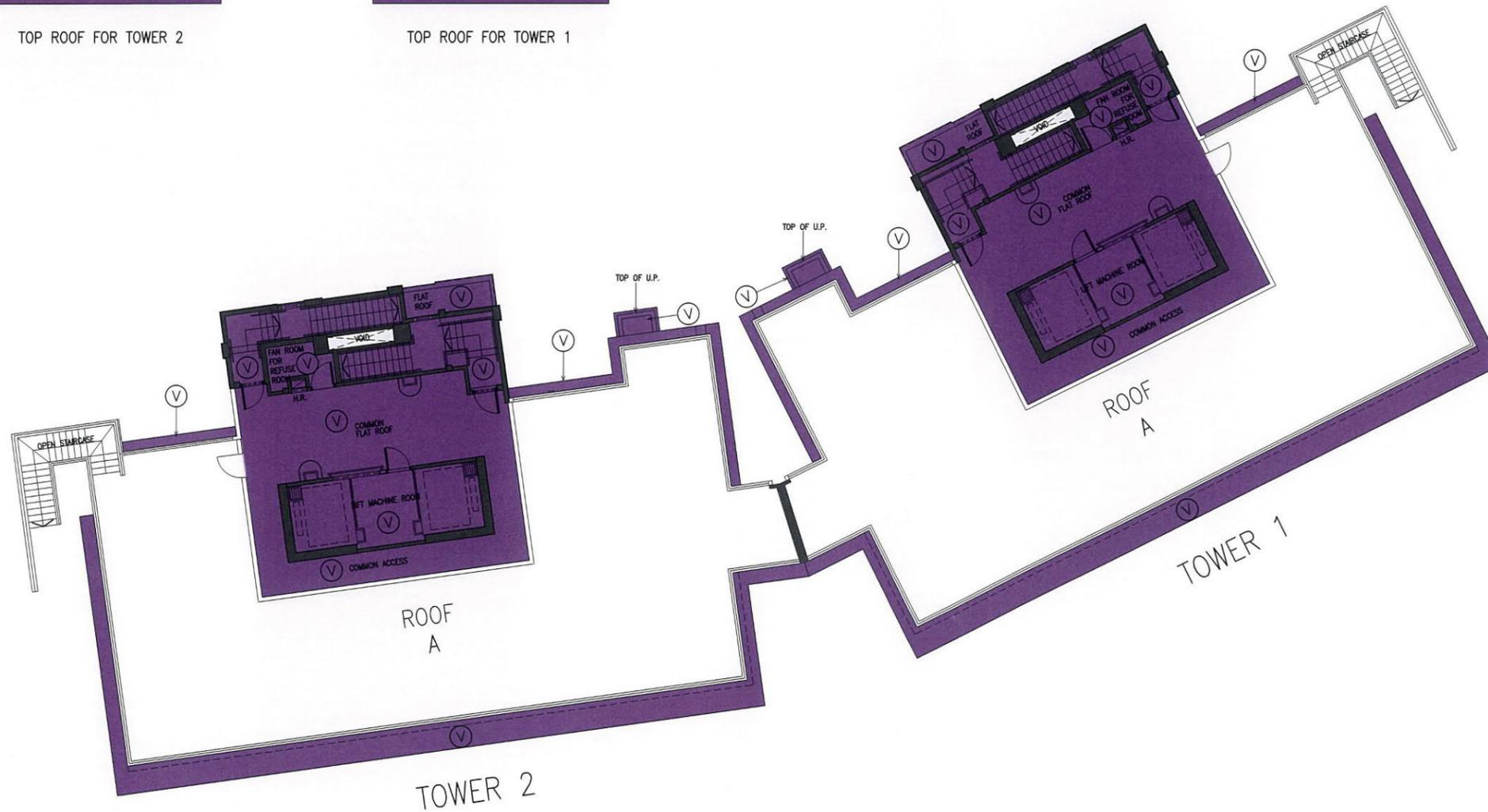
DMC-08 (REV.3)



TOP ROOF FOR TOWER 2



TOP ROOF FOR TOWER 1



ROOF FLOOR PLAN FOR TOWER 1 & TOWER 2



LEGEND:

VIOLET – TOWERS COMMON PARTS

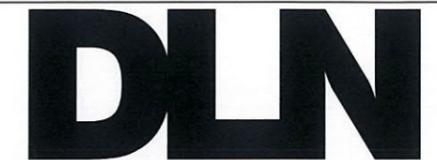
NOTES: BASED ON GBP (REV.F)
APPROVED ON 13 JUN 2018

PROJECT

RESIDENTIAL DEVELOPMENT AT 9
LUNG KUI ROAD,
BEACON HILL – N.K.I.L. 6532

TITLE

DEED OF MUTUAL COVENANT PLAN –
TOWER 1 & TOWER 2
ROOF PLAN



DLN Architects Limited 46-47 Floor, Tower One, Times Square
Matheson Street, Causeway Bay, Hong Kong
劉榮廣伍振民建築師有限公司 香港銅鑼灣勿地臣街
時代廣場一區46至47樓
t +852 2895 6888 f +852 2576 4074 email general@dln.com.hk www.dln.com.hk

I hereby certify the accuracy of this plan

WONG MING YIM
AUTHORIZED PERSON (LIST OF ARCHITECTS)

DRAWING NO.

DMC-09 (REV.2)

APPENDIX 2

Slope Plan



LEGEND:

① INDIGO - SLOPE STRUCTURES

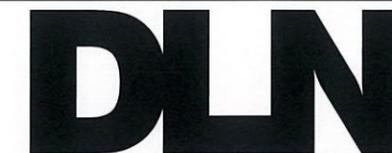
NOTES: BASED ON GBP (REV.F)
APPROVED ON 13 JUN 2018

PROJECT

RESIDENTIAL DEVELOPMENT AT 9
LUNG KUI ROAD,
BEACON HILL - N.K.I.L. 6532

TITLE

SLOPE PLAN



DLN Architects Limited
劉榮廣伍潔民建築師有限公司
46-47 Floor, Tower One, Times Square
Matheson Street, Causeway Bay, Hong Kong
香港銅鑼灣勿拉士街
時代廣場一座46至47樓
t + 852 2895 6888 f + 852 2576 4074
email general@dn.com.hk www.dln.com.hk

I hereby certify that all the Slope Structures existing at the date of this Deed have been included and shown on this plan.

Wong Ming Yim
WONG MING YIM
AUTHORIZED PERSON (LIST OF ARCHITECTS)

DRAWING NO.

DMC-APPENDIX 2

BOUNDARY LINE

FOR IDENTIFICATION PURPOSES ONLY



APPENDIX 3

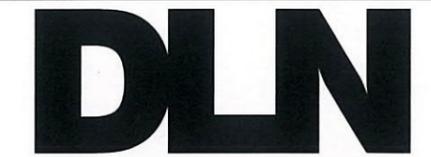
Plan Showing Pink Hatched Black Areas



LEGEND:
 PINK HATCHED BLACK AREAS

NOTES: BASED ON GBP (REV.F)
 APPROVED ON 13 JUN 2018
PROJECT
 RESIDENTIAL DEVELOPMENT AT 9
 LUNG KUI ROAD,
 BEACON HILL – N.K.I.L. 6532

TITLE
 PINK HATCHED BLACK AREAS



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I hereby certify the accuracy of this plan


WONG MING YIM
 AUTHORIZED PERSON (LIST OF ARCHITECTS)

DRAWING NO.
 DMC-APPENDIX 3

**FOR IDENTIFICATION
 PURPOSES ONLY**

