

THIS DEED made the day of

BETWEEN:

- (1) **UNICORN BAY (HONG KONG) INVESTMENTS LIMITED (麒麟灣(香港)投資有限公司)** whose registered office is situated at Unit Nos.02-3A, Level 68, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (hereinafter called "the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [] whose registered office is situated at [] (hereinafter called "the DMC Manager") of the second part; and
- (3) [] (hereinafter called "the Covenanting Owner" which expression shall where the context so admits include his executors, administrators and assigns and in the case of a corporation its successors and assigns) of the third part.

WHEREAS:

- (1) Immediately prior to the assignment to the Covenantee Owner of the premises hereinafter referred to, the First Owner was in exclusive possession of the Land (as hereinafter defined) HELD from the Government (hereinafter defined) for the residue of the term of years and upon such terms and conditions as are set out in the First Schedule hereto.
- (2) The First Owner has erected on the Land the Development and has obtained the Occupation Permit from the Building Authority.
- (3) For the purpose of sale, the Land and the Development have been notionally divided into [●] equal undivided parts or shares which are more particularly set out in the Second Schedule hereto.
- (4) For the purpose of fixing and determining the amount to be contributed by each Owner to the management expenses of the Development, Management Shares shall be allocated to the part or parts of the Development in the manner as are more particularly provided in the Third Schedule hereto.
- (5) By an Assignment bearing even date herewith and made between the First Owner of the one part and the Covenantee Owner of the other part, the First Owner assigned unto the Covenantee Owner All Those [] equal undivided [●] parts or shares of and in the Land and the Development Together with the full and exclusive right and privilege to hold use occupy and enjoy All That [] of the Development (“First Unit”).
- (6) The parties hereto have agreed to enter into this Deed to provide for the

proper management, operation, servicing, maintenance, repair, decoration, renovation, improvement and insurance of the Land and the Development and for the purposes of defining and regulating the rights interests and obligations of themselves and all subsequent owners in respect of the Land and the Development.

(7) The Director of Lands has given his approval to the terms of this Deed in accordance with the Government Grant.

NOW THIS DEED WITNESSETH as follows:

SECTION I

DEFINITIONS

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

"Authorized Person"	means Henry Lau, King-chiu of DLN Architects Limited, and any other replacement authorized person for the time being appointed by the First Owner.
"Building Maintenance Unit"	means the building maintenance unit including the gondola and/or davit arm and/or any associated equipment for building maintenance and cleaning purpose.
"Building Plans"	means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under Reference No. BD 2/2012/17 and includes any amendments thereto as approved by the Building Authority.
"Car Park"	means either a Residential Parking Space or a Residential Motor Cycle Parking Space for the parking of licensed motor vehicles or motor cycles referred to in Special Condition No. (20)(a)(i) and No. (20)(d)(i)(I) of the Government Grant and each space shall be a space shown on the approved carpark layout plan under Special Condition No.(26) of the Government Grant.
"Car Park Common Areas"	means all those areas or parts of the Land and the Development, the right to the use of which is designated for the common use and benefit of the Owners and occupiers of the Car Parks, the Parking Spaces for Disabled Persons (excluding the Parking Space for Disabled Persons No.V02 on Ground Floor) and the Loading and Unloading Spaces (which areas or parts are subject to the easements, rights and privileges enjoyed by the Owners of the Residential Units and his tenants, servants, agents, guests, visitors, invitees, lawful occupants and licensees as mentioned in Clause A(1)(b) of Section III of this Deed) except the Car Parks, the Parking Spaces for Disabled Persons, the Visitors' Parking Spaces and the Loading and Unloading Spaces

designated on the approved carpark layout plan under Special Condition No. (26) of the Government Grant and which include, without limiting the generality of the foregoing, driveways, ramps, fan rooms, electric vehicle meter rooms (EV. meter rooms), duct room(s), electrical room(s) (ELECT. ROOM), water meter cabinet(s) (W.M.C.) and such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance and any such areas specified in Schedule 1 to the Ordinance but shall exclude the Development Common Areas and Tower Common Areas. For the purpose of identification, the Car Park Common Areas are, where possible, shown coloured red on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

“Car Park Common Facilities”	means all those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Car Parks, the Parking Spaces for Disabled Persons (excluding the Parking Space for Disabled Persons No.V02 on Ground Floor) and the Loading and Unloading Spaces and not for the exclusive use or benefit of any individual Owner of the Car Park or the Development as a whole and, without limiting the generality of the foregoing, including drains, manholes, channels, water mains (if any), sewers, gutters, watercourses, cables, wells (if any), pipes, wires, salt and fresh water intakes (if any) and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, ventilation air duct, fans, vent ducts, smoke vents, hose reels (H.R.), suspended seal trap gully (Suspended STG) and other apparatus and equipment and facilities.
"Chairman"	means the chairman of the Owners' Committee appointed in accordance with the provisions hereof from time to time.
"Common Areas"	means all of the Development Common Areas, Tower Common Areas and Car Park Common Areas.
"Common Areas and Facilities”	means all of the Common Areas and all of the Common Facilities.
"Common Facilities”	means all of the Development Common Facilities, Tower Common Facilities and Car Park Common Facilities.
"Covered Landscaped Areas”	means all those covered landscaped areas for use by the Owners and residents of the Residential Units and their bona fide visitors, and for the purpose of identification only, marked and shown coloured green stippled black on the Ground Floor Plan(s) and the Upper Ground Floor Plan(s) certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.
"Development"	means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant

and the Building Plans and known as [●] .

“Development
Common Areas”

means all those areas or parts of the Land and the Development, the right to the use of which is designated for the common use and benefit of the Owners and occupiers of all the Units and is not given by this Deed or otherwise to the First Owner or the Owner of any individual Unit and which include, without limiting the generality of the foregoing,

- (a) external walls of the Development (excluding external walls forming part of Tower Common Areas);
- (b) driveways, ramps, lift(s) (excluding those forming part of the Tower Common Areas and the Residential Units), lift lobby(ies) (excluding those forming part of the Tower Common Areas and the Residential Units), pipe duct room(s), owner’s corporation office, offices and accommodations for watchmen and caretakers, lavatory for watchmen and management staff, high voltage switch room(s), transformer room(s), low voltage switch room(s), sprinkler pump & tank room, fire service control centre, fuel tank room(s), fuel pump room(s), quarters for watchmen and caretakers, emergency generator rooms at Towers 2, 5 and 6, master water meter room, fan room(s), refuse storage and material recovery chambers, electrical room and electric vehicle meter room (ELEC. room & EV. meter room), electrical rooms (ELEC. rooms), extra low voltage rooms (ELV. room), reinforced concrete basement wall(s), cavity wall(s) for drainage channel, water meter cabinet(s) (W.M.C.), suspended seal trap gully, gate(s), air-conditioning plant room(s), flat roof(s), lift shaft(s) (excluding those forming part of the Tower Common Areas and the Residential Units), corridors, roads, footpaths, pavements, stairs, walkways, passageways, entrances, open spaces, staircases, steps;
- (c) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (d) Drainage Reserve Areas (excluding those areas forming part of the Tower Common Areas);
- (e) such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance and any such areas specified in Schedule 1 to the Ordinance but shall exclude the Car Park Common Areas and the Tower Common Areas.

For the purpose of identification, the Development Common Areas are, where possible, shown coloured yellow on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

“Development
Common Facilities”

means all those installations and facilities in the Development Common Areas used in common by or installed for the common

benefit of the Owners and occupiers of all the Units of the Development as part of the amenities thereof and not for the exclusive benefit of any individual Owner of a Unit and, without limiting the generality of the foregoing, including, emergency generator(s) at Towers 2, 5 and 6, fuel pump, fuel tank, sprinkler water tank, fire service inlets, drains, manhole, channels, water mains, sewers, gutters, cables, pipes, wires, salt and fresh water intakes and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, sanitary fittings, refuse disposal equipment and facilities, communal aerials, lightning protection system, trenches, vent duct(s), vent shaft(s), pipe duct(s), hose reel(s) (H.R.), electrical duct(s) (EL duct/EL D), air duct(s) and other apparatus equipment and facilities.

“Drainage Reserve Areas” means the areas as shown coloured pink hatched black, pink hatched black stippled black, pink hatched black stippled red and pink hatched black stippled green and marked “D.R.” on PLAN I annexed to the Government Grant as referred to in Special Condition No.(41)(a) of the Government Grant, as shown coloured yellow and green on the plan(s) certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

"Government" means the Government of Hong Kong.

"Government Grant" means the Government Lease of the Land more particularly described in the First Schedule hereto as modified by any subsequent variations or modifications thereof (if any) as approved by the Director of Lands.

“Green and Innovative Features” means all those green and innovative features which are exempted from the calculation of gross floor area or site coverage or both of the Development by the Building Authority and the Director of Lands, which comprise balconies and the covered areas underneath the balconies, non-structural prefabricated external walls and acoustic fins as, insofar as any of the same is identifiable on plan, indicated respectively on the plans annexed hereto, and certified as to their accuracy by or on behalf of the Authorized Person.

"Greeneries Areas" means the areas with landscaping works provided pursuant to Special Condition No. (8)(b) of the Government Grant (including, but not limited to, the Greenery Area as defined under Special Condition No. (8)(b)(ii) of the Government Grant). The size(s) and location(s) of the Greeneries Areas are, for the purpose of identification only, marked and shown coloured green cross-hatched black and dashed red on the Greeneries Areas Plans, certified as to their accuracy by or on behalf of the Authorized Person, annexed hereto.

"Hong Kong" means the Hong Kong Special Administrative Region of the People’s Republic of China.

“House Rules” means the rules which have been or may be made in accordance with the Ordinance and pursuant to this Deed by the Manager relating to the

use, operation and maintenance of the Land and the Development from time to time.

"Land"	means all that piece or parcel of land registered in the Land Registry as Ap Lei Chau Inland Lot No.136.
"Loading and Unloading Spaces"	means the loading and unloading spaces Nos. L1, L2, L3, L5, L6 and L7 provided within the Development referred to in Special Condition No. (21)(a)(i)(I) of the Government Grant, which are for identification purpose only shown coloured green and marked L1, L2, L3, L5, L6 and L7 on the Basement 1 Plan(s) certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.
"maintain"	means operate, service, repair, uphold, upkeep, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, renovate and decorate, or any of such of the foregoing as may be applicable in the circumstances and are in the interest of good estate management; and "maintenance" shall be construed accordingly.
"Management Budget"	means the annual budget prepared by the Manager in accordance with Subsection D of Section VI of this Deed.
"management expenditure" or "management expenses"	means all costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of the Land and the Development, including Manager's Remuneration.
"management fund"	means all monies received, recovered or held by the Manager pursuant to this Deed except only the Manager's Remuneration and the Special Fund.
"Management Shares"	means the shares allocated or to be allocated to the Units of the Development as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner.
"Manager"	means the DMC Manager or any person who for the time being is, for the purpose of this Deed, managing the Development.
"Manager's Remuneration"	means the remuneration payable to the Manager pursuant to the provisions of this Deed.
"NIAR"	means (i) the Noise Impact Assessment Report prepared by Ramboll Hong Kong Limited which have been submitted to the Director of Lands and as approved by the Director of Lands in accordance with Special Condition No. (42) of the Government Grant and (ii) such further directions, requirements and conditions as may be imposed by the Director of Lands from time to time.
"Noise Mitigation"	means all those noise mitigation measures provided in the

Measures”	Development in accordance with the NIAR, including but not limited to fixed glazing with maintenance window, acoustic windows, acoustic fins with sound absorptive material, sound absorptive material at side wall, glass balustrade and solid parapet wall. For the purpose of identification, the locations of the Noise Mitigation Measures are shown on the plans (certified as to their accuracy by or on behalf of the Authorized Person) annexed hereto. The locations of the Noise Mitigation Measures are also set out in the Fifth Schedule to this Deed.
“Non-enclosed Areas”	means all those balconies and covered areas underneath the balconies as, insofar as any of the same is identifiable on plan, which are marked “BALCONY”, “COVER OF BALCONY BELOW” and “COVERED AREAS UNDERNEATH BALCONY” respectively, and for balconies also shown coloured hexagon hatched black on the plans annexed hereto, and certified as to their accuracy by or on behalf of the Authorized Person. Covenants and provisions applicable to the same are contained in Clause 8 of Subsection B of Section V of this Deed.
"Occupation Permit"	means an Occupation Permit (including a temporary Occupation Permit) relating to the Development issued by the Building Authority.
"Ordinance"	means the Building Management Ordinance (Cap.344).
"Owner"	means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.
"Owners' Committee"	means a committee of the Owners of the Development established under the provisions of this Deed.
"Owners' Corporation"	means the corporation of the Owners incorporated under section 8 of the Ordinance.
"Parking Spaces for Disabled Persons"	means the spaces Nos. V02 on Ground Floor, D01 and D02 on Basement 1 and D03 on Basement 2 for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, referred to in Special Condition No. (20)(c)(i) of the Government Grant, which are for identification purpose only shown coloured green on the

plan(s) certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

"Passageway"	means the Passageway as defined in Special Condition No. (4)(a)(i) of the Government Grant, and for the purpose of identification, as shown coloured pink stippled green, pink hatched black stippled green, pink stippled red and pink hatched black stippled red on PLAN I annexed to the Government Grant.
"person"	means a natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint venture or trust.
"Preserved Trees"	means the existing tree(s), replanted or transplanted tree(s) and/or other tree(s) growing on the Land or adjacent thereto required to be preserved in accordance with Special Condition No. (7) of the Government Grant.
"Recreational Facilities"	means all recreational facilities including, but not limited to, clubhouse comprising of female changing room(s), female toilets, male changing room(s), male toilets, disable toilets, pantry(ies), store room(s), lavatory(ies), children play area, sauna rooms, indoor swimming pool, outdoor swimming pool, kid's pools, jacuzzi(s), multi-function room(s), foot baths, reception, corridors, lift, air-conditioning plant room for clubhouse, air handling unit room for clubhouse, clubhouse filtration plant room, flat roof(s), hose reel(s), electrical duct(s), pipe duct(s), reading room(s), entrance lobby, games room(s), lift shaft(s), planter(s), accessible toilet and changing room, accessible toilet, changing room(s), gymnasium and other areas or facilities, which are for identification purpose only shown coloured green and marked with "+" provided within the Development in accordance with Special Condition No. (11) of the Government Grant for common use by the residents of the Residential Units and their bona fide visitors for recreational purposes.
"Reserved Area"	means the strata of land (including the airspace) excepted and reserved to the Government between the level of 2.0 metres below the ground level of the areas shown coloured pink stippled green, pink hatched black stippled green, pink stippled red and pink hatched black stippled red (collectively, the Areas) on PLAN I annexed to the Government Grant and the level of 4.5 metres above the ground level of the Areas and delineated and shown coloured blue on PLAN II annexed to the Government Grant.
"Residential Motor Cycle Parking Space"	means a motor cycle parking space provided in the Development in accordance with Special Condition No. (20)(d)(i) of the Government Grant and each space shall be a space shown on the approved carpark layout plan under Special Condition No. (26) of the Government Grant.

“Residential Parking Space”	means a parking space for the parking of motor vehicles provided within the Development in accordance with Special Condition Nos. (20)(a)(i) of the Government Grant and each space shall be a space shown on the approved carpark layout plan under Special Condition No. (26) of the Government Grant.
“Residential Unit”	<p>means any of the flats within the Towers of the Development designated for residential use and more particularly described in the Second Schedule hereto and including, without limitation:</p> <ul style="list-style-type: none">(a) air-conditioning plant room(s) (if any), private lift lobby(ies), lift(s) (together with all installations, apparatus, equipment and facilities that are required for the operation of the lift(s)) (if any), balcony(ies) (if any), flat roof(s) (if any), roof(s) (if any), stairhood(s) (if any), Void(s) (if any), private lift machine room(s) (if any) and lift shaft(s) (if any) held with or forming part of such Residential Unit;(b) the openable parts of the curtain walls wholly enclosing or fronting the Residential Unit;(c) such pieces of vision panels forming part of the curtain walls and wholly enclosing or fronting the Residential Unit;(d) sliding doors of balconies (if any) forming part of such Residential Unit; and(e) acoustic window(s) (if any) forming part of such Residential Unit.
"Slopes and Retaining Walls"	as defined in Clause 38 of Subsection A of Section V.
“Special Fund”	means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Ordinance.
"Tower(s)"	means any of the residential building or buildings in the Development which comprise Tower 1, Tower 2, Tower 3, Tower 5, Tower 6 and Tower 8 containing, inter alia, the Residential Units.
"Tower Common Areas"	means all those areas or parts of the Land and the Development, the right to the use of which is designated for common use and benefit of the Owners and occupiers of all the Residential Units and is not given by this Deed or otherwise to the First Owner or the Owner of any individual Residential Unit and which, without limiting the generality of the foregoing, include:

- (a) external walls of the Towers, including the non-structural prefabricated external walls and the curtain walls (except the openable parts of the curtain walls wholly enclosing or fronting a Residential Unit and such pieces of vision panels forming part of the curtain walls and wholly enclosing or fronting a Residential Unit, which said openable parts and vision panels shall form part of the relevant Residential Unit);
- (b) architectural features (if any) forming part of or on such external walls and/or curtain walls;
- (c) Covered Landscaped Areas, duct room(s), planters, water features, sewerage water tank and pump rooms, air-conditioning plant room(s) (excluding those forming part of the Residential Units), potable and flushing water tank and pump room(s), potable and flushing water tank room(s), potable and flushing water pump room(s), potable and flushing pump room(s), potable water tank room(s), potable water pump room(s), fire service water tank and pump room(s), lift lobby(ies) (excluding those forming part of the Development Common Areas and the Residential Units), lift(s) (excluding those forming part of the Development Common Areas and the Residential Units), lift shaft(s) (excluding those forming part of the Development Common Areas and the Residential Units), reception(s), entrance lobby(ies), low voltage switch room, high voltage switch room, transformer room, refuse storage and material recovery room(s) (R.S.&M.R.R.), fan room(s), lift machine room(s) (excluding those forming part of the Residential Units), electrical meter cabinet(s), flushing water tank room(s), top roof(s), town gas control room, telecommunications and broadcasting room(s) (TBE room), flat roof(s) (excluding those forming part of the Residential Unit(s)), flushing and cleansing water pump room(s), extra low voltage room(s) (ELV. room/ELV.), communal aerial broadcast distribution room(s), water meter cabinet(s), stairs, pipes, drains, sewers, staircases, walkways, canopy, corridors, pipe duct(s), vent duct(s), vent shaft(s), air ducts, cable duct(s), common flat roof(s), common roof(s), cover(s) of E&M room, driveways, ramps, electrical duct (EL duct), fire hydrants (F.H.), filtration plant room(s), hose reels (H.R.), hard landscape(s), loading and unloading parking area(s), service corridor(s), turn table, gas control room(s), protected lobby(ies) (P.L.), cleansing and tank pump room(s), maintenance space(s) for pipe ducts, external drainage pipes enclosed by architectural features, dog house(s), top of balcony, potable, flushing and cleansing water pump room(s), potable, flushing and cleansing water tank room(s), cleansing water tank and pump room(s), electrical room(s) (ELEC. room/E.L./EL), potable and cleansing water pump room(s), pump room(s), flushing and cleansing water tank and pump room(s), potable water tank and

flushing water tank and pump room(s), emergency generator room at Tower 8, potable, flushing and cleansing water tank and flushing water pump room(s);

- (d) Recreational Facilities;
- (e) the Greeneries Areas;
- (f) Drainage Reserve Areas (excluding those areas forming part of the Development Common Areas);
- (g) Visitors' Parking Spaces;
- (h) Parking Spaces for Disabled Persons;
- (i) Loading and Unloading Spaces;
- (j) external wall of clubhouse at the ground floor and first floor of Tower 1 and Tower 2;
- (k) access to access opening for operating CCTV imaging device for inspection of external drainage pipes and working space for maintenance of external drainage pipes;
- (l) such areas within the meaning of "common parts" as defined in Section 2 of the Ordinance and any such areas specified in Schedule 1 to the Ordinance but shall exclude the Development Common Areas and the Car Park Common Areas.

For the avoidance of doubt, any vision panel forming part of the curtain walls of the Tower(s) that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Tower Common Areas.

For the purpose of identification, the Tower Common Areas are, where possible, shown coloured green, green stippled black and green and marked with "+" on the plans annexed hereto certified as to their accuracy by or on behalf of the Authorized Person.

"Tower Common
Facilities"

means all those installations and facilities in the Tower Common Areas used in common by or installed for the common benefit of the Owners and occupiers of all the Residential Units and not for the exclusive use or benefit of any individual Owner of a Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include Building Maintenance Unit for Tower(s) and clubhouse, generator(s), sewerage water tank(s), fire service water tank(s), fire service inlet(s), fixed glazing with maintenance window(s), glass balustrade(s), solid parapet wall(s), acoustic fin(s) with sound absorptive material and sound absorptive

material at side wall forming part of the Noise Mitigation Measures, drains, potable flushing water tanks, water tanks, concrete plinth, fiberglass flushing water tanks, extra low voltage duct(s), emergency generator(s) at Tower 8 and the associated installations in all pump rooms and facilities in the lift machine room, external drainage pipes and other services, apparatus, equipment and facilities.

"Undivided Share"	means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed.
"Unit"	means a portion in the Development to which equal Undivided Shares in the Land and the Development have been or may be allocated and of which an Owner, as between himself and other Owners or occupiers of other parts of the Development, is entitled to exclusive possession, being either a Residential Unit or a Car Park.
"Visitors' Parking Spaces"	means the spaces Nos. V01 and V02 on Ground Floor for the parking of licensed motor vehicles referred to in Special Condition No. (20)(a)(iii) of the Government Grant (which, for the avoidance of doubt, include the space No. V02 on Ground Floor designated as one of the Parking Spaces for Disabled Persons, pursuant to Special Condition No. (20)(c)(i) of the Government Grant).
"Void(s)"	means the areas of the void(s) and for identification purpose only marked "VOID" on the plan(s) certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.
"Works and Installations"	as defined in Clause 10(a) of Section X.

SECTION II

EXCLUSIVE RIGHTS OF FIRST OWNER AND COVENANTING OWNER

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Covenanting Owner the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof save and except All That the First Unit of the Development and save and except the Common Areas and Facilities.
2. The Covenanting Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner All That the First Unit of the Development together with the appurtenances thereto and the entire rents and profits thereof.
3. Subject to Section VIII hereof, the respective grants hereinbefore contained shall in each case be for the residue of the term of years set out in the First Schedule hereto.
4. Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.
5.
 - (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
 - (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.
 - (c) The Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong) and any statutory amendments modifications or re-enactments thereof for the time being in force shall apply to this Deed.
6. Every Owner shall have the full right and liberty without reference to any other Owners or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, licence or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.

7. (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten years.
- (b) The right to the exclusive use occupation and enjoyment of any air-conditioning plant room, lift (together with all installations, apparatus, equipment and facilities that are required for the operation of the lift), Void(s), private lift lobby, balcony, flat roof, roof, stairhood, private lift machine room or lift shaft shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the Residential Unit with which the air-conditioning plant room, lift (together with all installations, apparatus, equipment and facilities that are required for the operation of the lift), Void(s), private lift lobby, balcony, flat roof, roof, stairhood, private lift machine room or lift shaft is/are held.
- (c) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:-
- (i) assigned except
- (I) together with a Residential Unit or Residential Units; or
- (II) to a person who is already the Owner of a Residential Unit or Residential Units; or
- (ii) underlet except to residents of the Residential Units

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

8. Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and any interest therein and shall apply notwithstanding any provisions to the contrary contained in this Deed that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share of and in the Land and the Development have the right at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto the First Owner without the concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Development except otherwise provided in the following sub-clauses:

- (a) The full and unrestricted right privilege and power at all reasonable times hereafter to enter into and upon all parts of the Land (save and except those parts of the Development already assigned or sold by the First Owner or exclusively owned by the other Owners) with all necessary equipment plant and materials for the purposes of constructing and completing the Development or any part thereof in accordance with the Building Plans and for such purposes to carry out all such works in under or over the Land and the Development (save and except those parts of the Development already assigned or sold by the First Owner or exclusively owned by the other Owners) as it may from time to time see fit provided that nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The rights of the First Owner to enter the Land and the Development (save and except those parts of the Development already assigned or sold by the First Owner or exclusively owned by the other Owners) to carry out such works shall extend equally to all contractors agents workers and other persons authorized by the First Owner. The First Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Development (save and except those parts of the Development already assigned or sold by the First Owner or exclusively owned by the other Owners) that the Owners his/their servants agents or licensees may or may not use or have access to or over while such works are being carried out Provided that:
- (i) the First Owner shall at its own expense make good all damages (if any) caused to other Owners as a result of its acts in the course of the exercise of the rights under this sub-clause;
 - (ii) the First Owner shall ensure that the least disturbance and inconvenience will be caused to any Owner or any occupier of a Unit; and
 - (iii) the First Owner shall ensure that an Owner's sole and exclusive right and privilege to hold use, occupy and enjoy his Unit and the unimpeded access to and from his Unit shall not be affected.
- (b) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), the right to change, amend, vary, add to or alter the Building Plans for the Development or any part thereof existing at the date hereof without the concurrence or approval of the Owners or any of the parties hereto But nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Buildings and any other statutory Government Authorities pursuant to the Government Grant Provided that any such change amendment variation addition or alteration shall be restricted to the Units which have not been sold or assigned by the First Owner and shall not interfere with an Owner's right to hold use occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development.

- (c) Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed being obtained, the authority and right for the First Owner to negotiate and agree with the Government at its own cost and expense any amendment, alteration, variation or addition to the terms and conditions of the Government Grant without the concurrence or approval of any Owner and to execute any documents in the name of the First Owner only and/or on behalf and in the name of all or some Owners in connection therewith without the necessity of joining in any other Owner, provided that such amendment, alteration, variation or addition or such documents shall not in any way affect or interfere with an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any such Unit. Any benefit, payment or compensation received in relation to or incidental to such amendments, alteration, variation or addition or document shall be credited to the Special Fund.
- (d) Notwithstanding and without prejudice to the generality of anything hereinbefore contained, subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed being obtained, the First Owner further reserves the right at its own cost and expense to apply to, negotiate and agree with the Government with a view to amending, varying or modifying the Government Grant (including the plan(s) annexed thereto) or any conditions thereof for installing on government land pipes, sewers, subways or other facilities whether serving exclusively the Development or any part thereof in such manner as the First Owner may deem fit without the concurrence or approval of any other Owners and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owners and any such amendment, variation or modification shall be binding on all the Owners Provided always that such amendment, variation or modification shall not in any way affect or interfere with any Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any such Unit Provided That nothing herein shall impose any obligation on the First Owner to make any modification to the Government Grant or to enter into any other documents referred to above.
- (e) Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed being obtained and the provisions of the Government Grant, the right to obtain the grant of, and to grant easements, rights of way, quasi-easements, rights, privileges and/or licences from or to the Government or other owner(s) of any adjacent land and/or adjacent building or any person for the benefit of the Land and the Development on such terms and conditions and in such manner as the First Owner may deem fit without the concurrence or approval of any other Owners and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owners Provided always that the exercise of such right shall not in any way affect or interfere with any Owner's sole and exclusive right and privilege to hold, use, occupy and

enjoy his Unit or impede or restrict the access to or from any such Unit or contravene the provisions of the Government Grant and any payment received shall be credited to the Special Fund.

9. In connection with the exercise of or incidental to the First Owner's rights mentioned in the preceding Clause 8 of Section II of this Deed, each Owner agrees that the First Owner may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby irrevocably appoint the First Owner as his attorney (who may act through such officers or employees as the attorney may from time to time appoint) to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the First Owner to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the First Owner as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

10. An Owner shall not assign his Unit unless the relevant assignments includes the following covenants:

“The Purchaser hereby covenants with the Vendor for itself and, if applicable, as agent for Unicorn Bay (Hong Kong) Investments Limited (hereinafter referred to as “Unicorn Bay”) to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenantee Purchaser”) and shall enure for the benefit of the undivided share(s) of and in the Land and the Development held by the Vendor and/or (as the case may be) Unicorn Bay and be enforceable by the Vendor and/or (as the case may be) Unicorn Bay that:

- (i) the Covenantee Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on Unicorn Bay as the First Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement and the Covenantee Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by Unicorn Bay.
- (ii) the Covenantee Purchaser hereby appoints Unicorn Bay acting singly to be its attorney (who may act through such officers or employees as Unicorn Bay may from time to time appoint) and grants unto Unicorn Bay the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of

the Covenanting Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on Unicorn Bay as the First Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement as aforesaid and that the Covenanting Purchaser will ratify and confirm all that Unicorn Bay shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser.

- (iii) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser.
- (iv) the Covenanting Purchaser shall not assign the Property unless the relevant assignment includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein contained

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

SECTION III

EASEMENTS RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OR CAR PARK

A. Residential Units

1. The Owner of a Residential Unit shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the First Owner and the Manager contained in this Deed:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Tower Common Areas and the Development Common Areas and to use the Tower Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Residential Unit.
- (b) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Car Park Common Areas and the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of the Parking Spaces for Disabled Persons (excluding the Parking Space for Disabled Persons No.V02 on Ground Floor) and the Loading and Unloading Spaces.
- (c) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (d) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Residential Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Residential Unit or the Development or any part or parts thereof for the proper use and enjoyment of the Residential Unit owned by the Owner.
- (e) The right for any Owner with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Unit (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Residential Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

2. The Owners of the Residential Units shall have no right to enter upon any

part of the Land and the Development save as expressly herein provided, it being understood that all works necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

B. Car Parks

1. The Owner of a Car Park shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the First Owner and the Manager contained in this Deed:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Car Park Common Areas and the Development Common Areas and to use the Car Park Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Car Park.
- (b) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Car Park owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Car Park or the Development or any part or parts thereof for the proper use and enjoyment of the Car Park owned by the Owner.
- (c) The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior written notice after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Unit (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any work for the maintenance and repair of his Car Park (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

2. The Owners of the Car Parks shall have no right to enter upon other parts of the Land and the Development save as expressly herein provided, it being understood that all works necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH RESIDENTIAL UNIT OR CAR PARK IS/ARE HELD

A. Residential Units

The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Residential Unit is held:

- (a) The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Residential Unit for the purposes of effecting necessary repairs to the Development and installing, inspecting, examining and maintaining the Common Areas and Facilities of in under adjacent or adjoining to such Residential Unit or any other apparatus and equipment used or installed for the benefit of the Land and the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good, repair any damage caused thereby and shall be liable for negligent or wilful or criminal acts of the Manager, his agents, surveyors, workmen, staff, employees and contractors.
- (b) Easements, rights and privileges of the Owners of other Residential Units under Clause A(1) of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Car Parks under Clause B(1) of Section III hereof.
- (d) Easements, rights and privileges of the First Owner under Clause 8 of Section II hereof.

B. Car Parks

The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Car Park is held:

- (a) The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Car Park for the purposes of effecting necessary repairs to the Development and installing, inspecting, examining and maintaining the Common Areas or the Common Facilities of in under

adjacent or adjoining to such Car Park or any other apparatus and equipment used or installed for the benefit of the Land and the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligent or wilful or criminal acts of the Manager, his agents, surveyors, workmen, staff, employees and contractors.

- (b) Easements, rights and privileges of the Owners of other Car Parks under Clause B(1) of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Residential Units under Clause A(1) of Section III hereof.
- (d) Easements, rights and privileges of the First Owner under Clause 8 of Section II hereof.

C. Provisions applicable to all Owners

1. The Manager shall have full right and authority to control and manage the Common Areas and Facilities or any part thereof subject to the provisions of this Deed and the Government Grant and the provisions of the Ordinance.

2. The following are the easement rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy each Unit is held:

- (a) Free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchairs on, over, through and along the Passageway or any part or parts thereof during such hours as shall be specified by the Director of Lands by all members of the public pursuant to Special Condition No.(4)(i)(I) of the Government Grant.
- (b) The right of the Government, the Director of Lands and his officers, contractors and agents and any persons authorized by the Director of Lands with or without tools, equipment, plant, machinery or motor vehicles of free and unrestricted ingress, egress and regress to, from and through the Land and the Reserved Area or any part or parts thereof for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (4)(a) and (4)(c) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(d) of the Government Grant and any other works which the Director of Lands may consider necessary in the Reserved Area or any part or parts thereof.
- (c) The rights excepted and reserved to the Government in the Reserved Area under Special Condition Nos. (3)(d) and (3)(e) of the Government Grant.

- (d) The right of the Director of Lands and his duly authorized officers, contractors, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles of unrestricted ingress, egress and regress at all times to, from and through the Land for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve Areas which the Director of Lands may require or authorize in compliance with Special Condition Nos. (41)(c) of the Government Grant.

SECTION V

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

A. Covenants provisions and restrictions to be observed and performed by the
Owners

1. Every Owner on ceasing to be the Owner of any Unit of the Development shall forthwith notify the Manager in writing of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.

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

3. Each Owner shall pay to the Manager on the due date his due proportion of the management expenditure and Special Fund as hereinafter provided.

4. No Owner shall make or allow to be made any structural alterations or additions to the Unit owned by him which may damage or interfere with or affect the rights of other Owners or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation nor shall the Manager make any structural alterations to any part of the Development which will interfere with or affect the rights of Owners. No Owner shall use cut injure alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus on in or upon the Land or the Development not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.

5. No Owner shall do or permit or suffer to be done any act or thing in contravention of the covenants and conditions in the Government Grant under which the Land is held from the Government or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by an Owner in addition to any other liability incurred thereby such Owner shall pay the amount of any increase in premium caused by or on account of such breach. In the event of the Development or any part thereof being damaged or destroyed by fire or other perils at any time and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a fair proportion of the cost of completely rebuilding or reinstating the same.

6. Each Owner shall be responsible for and shall indemnify the Manager all other Owners and occupiers of any part of the Development against all actions proceedings

claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Development owned by him or any person using such part of the Development with his consent express or implied or by or through or in any way owing to the overflow of water gas or other effluent therefrom.

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

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

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

10. Each Owner shall notwithstanding the obligations of the Manager to maintain the Development keep his Unit (including, without limitation, the Green and Innovative Features forming part of such Unit and the internal surface of the walls (including curtain walls) facing such Unit and the windows in curtain walls and windows frames thereof enclosing such Unit) in respect of which he is entitled to exclusive possession use and/or enjoyment and those fixtures fittings services or facilities which exclusively serve the same whether or not they are located inside his Unit in good repair and condition and shall be responsible for the financial support and maintenance of the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Development. The expenses of keeping in good and tenantable repair and condition the interior of each Unit (including, without limitation, the Green and Innovative Features forming part of such Unit and the internal surface of the walls (including curtain walls) facing such Unit and the windows in curtain walls and windows frames thereof enclosing such Unit) and all the fixtures and fittings and all plumbing and other utility fittings and services therein or appertaining thereto (whether or not they are located inside or outside the Unit) and all the windows, window frames and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

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

12. No Owner shall use or permit or suffer his Unit to be used for any illegal or

immoral purpose and no Owner shall use or permit or suffer the Unit owned by him to be used for any purpose other than that permitted by the Government Grant and the Building Authority and in accordance with any applicable ordinance or other regulations or any Government or other permit consent or requirement from time to time applicable thereto and in particular, subject to Clause 39 of this Subsection A, no Owner shall use or permit or suffer any part of the Development to be used as a mahjong school, funeral parlour, columbarium, any niche or other form of storage of cinerary urns, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as "Ta Chai (打 齋)" or any similar ceremony or as a boarding house, dance hall, guest house, hotel apartment, hostel, hostel for the elderly, ballroom or pawn shop or for any offensive trade or business or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of the terms and conditions in the Government Grant or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of any other part or parts of the Development.

13. No part of the Common Areas and/or the Common Facilities shall be obstructed or incumbered nor shall any articles boxes material refuse or any other matter or things be placed or left thereon nor shall any part of such Common Areas and/or the Common Facilities be used for any business or private purpose and no Owner will do or suffer or permit to be done anything in such Common Areas and/or the Common Facilities as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Development.

14. The refuse storage and material recovery chamber and/or garbage disposal areas (if any) shall be used only in the manner prescribed by and subject to the House Rules.

15. No Owner shall have the right to enter into any areas housing the Common Facilities or to alter repair connect to or in any other way interfere with or affect the working of the Common Facilities without the prior written consent of the Manager and Provided that prior written notice is given to the Manager and the least disturbance is caused and any damage caused thereby shall be made good by the Manager at the expense of such Owner.

16. No Owner shall be entitled to connect to any aerial or other antenna installed by the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial or antenna outside any part of his Unit.

17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Development or any part thereof or the exterior or external appearance of any Unit and, in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, about, on or at any part of any external wall, flat roof(s), roof(s), upper roof(s) or top roof(s) (if any) of the Development or any part thereof nor shall any Owner, without the prior consent in writing of the Manager, carry out any repair, decoration, alteration or works to his Unit, or any part thereof, that may alter or affect the external appearance or the original design of the façade of any Unit.

18. No external signs signboards notices advertisements flags banners poles cages brackets flowers shelves or other projections or structures whatsoever extending outside the exterior of the Development shall be erected installed or otherwise affixed or projected from the Development or any part thereof without the prior written consent of the Manager and (if necessary) the Director of Lands, the Buildings Department and/or other relevant Government authorities and no Owner shall erect affix install or attach or permit or suffer to be erected affixed installed or attached in or on any external part of or to be displayed from any Unit any advertising or other sign of any description without the prior written approval of the Manager and (if necessary) the Director of Lands, the Buildings Department and/or other relevant Government authorities.

19. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse rubbish litter or other article or thing whatsoever except in the course of the proper disposal thereof and in using the facilities for such disposal provided by the Manager.

20. All Owners (including the First Owner) as long as they remain Owners shall at all times observe and perform the House Rules and comply with the conditions of the Government Grant and this Deed.

21. Each Owner may at his own expenses install in the Unit owned by him additions improvements fixtures fittings and decoration and may remove the same Provided however that no such installation or removal shall cause any structural damage to or interfere with the proper enjoyment and use of any other part of the Land and the Development.

22. Clothing or laundry shall not be hung outside any Residential Unit (other than in the spaces specifically provided therefor) or in the Common Areas. No Owner shall place any personal objects outside his Unit.

23. No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Development may be clogged or the efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected.

24. No Owner shall store or permit or suffer to be stored in the part of the Development owned by him or in any other area any hazardous dangerous explosive or combustible goods or materials except such as may be permitted by licence issued by the Fire Services Department under the Dangerous Goods Ordinance (Chapter 295 of the Laws of Hong Kong) or other competent authority concerned and in any event only with the prior written approval of the Manager.

25. No Owner shall obstruct the access to the means of escape whether at any flat roof(s), roof(s), upper roof(s), top roof(s), staircases, smoke lobbies, lift lobbies or any other areas, be those Common Areas or not, which shall at all times remain open and unobstructed in compliance with the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong), the Code of Practice for the Provision of Means of Escape in case of fire, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong), the Ordinance or other

relevant Government ordinances or regulations (collectively “Relevant Regulations”). In case the access to any means of escape is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with Relevant Regulations at the expense of the Owner in default. Without prejudice to any other provisions in this Deed, the Owner(s) for the time being of any flat roof(s), or roof(s), or lift lobby or entrance foyer(s) of the Development shall not erect affix or install or cause or allow to be erected affixed or installed any structure thereon or thereat, including but not limited to any gates or barriers that would obstruct any means of escape or the Manager’s access to any Common Facilities, save and except with the prior written approval of the Manager and (if necessary) the relevant Government authorities.

26. No Owner shall permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authorities concerned from time to time in force. In any case, any metal grille or shutter or gate shall be of such design and material as shall be approved by the Manager.

27. No Owner shall cause any damage to or interfere in any way with the Common Areas and/or the Common Facilities.

28. No Owner shall do anything in the Development whereby excessive noise vibration or resonance or other form of disturbance is created to the detriment of the Development or other persons in or outside the Land Provided that the determination of the Manager as to whether any such noise vibration or resonance or other form of disturbance is excessive shall be conclusive and Provided Further that in the event of a breach hereof by the Owner the defaulting Owner shall make good any damage caused thereby to the Development or any part or parts thereof or to the occupants thereof and Provided Further that the making good of such damage as aforesaid shall be without prejudice to any further right which the Manager may exercise by virtue of such breach.

29. No Owner shall alter or permit or suffer to be altered any part of the sprinkler system, the fire fighting equipment or the fire prevention system installed in any part of the Development except with the prior approval of the Manager and the Fire Services Department.

30. (a) No Owner shall install any air-conditioning unit fitting or plant or any other fitting or fixture through the windows or external walls of the Development (except in positions already provided for such purpose) or otherwise at any location not already provided for or designed for such purpose without the prior written consent of the Manager and (if necessary) the Buildings Department and/or other relevant Government Authorities to any such installations and the conditions of such consent having been complied with.
- (b) (other than air-conditioning unit(s) installed at the positions or locations as provided in, and in compliance with the provisions of, sub-clause (a) of this Clause 30) no Owner shall at any time relocate or place any air-conditioning unit otherwise than as aforesaid.

31. No Owner shall use the Common Areas or any part thereof for the purpose of drying laundry or hanging or placing or storing any dustbins garbage cans furniture machinery goods or chattels or other things thereon or therein.
32. No Owner shall install any furnace boiler or other plant or equipment or use any fuel in any part of the Development that might in any circumstance produce smoke, gas, liquid, solid or otherwise or that may constitute a breach of the provisions of the Government Grant or any ordinance or any amendment thereof.
33. Each Owner shall comply with and observe all ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong, including but not limited to those governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and for the protection of the environment.
34. No Owner shall discharge or permit or suffer to be discharged unto any public sewer, storm-water drain or channel any trade effluent or foul or contaminated water or cooling water without the prior written consent of the Manager and the Director of Environmental Protection.
35. Each Owner shall at his own expense and to the satisfaction of the Director of Fire Services provide access for fire appliances and fire personnel to the Land and the Development and shall permit access thereof for such purposes and at such time or times as the said Director may require. Each Owner shall throughout the term of the Government Grant maintain the said access at his own expense and to the satisfaction of the said Director.
36. Without prejudice to Clause 20 of this Subsection A, each Owner shall observe and perform all the covenants agreements and conditions contained in the Government Grant and on the part of the Owner to be observed and performed so far as the same relate to the Undivided Shares of the Land and the part of the Development owned by such Owner and such Owner shall from time to time and at all times keep the other Owners of the Development fully indemnified from and against all proceedings costs claims and expenses on account of any failure to perform and observe any of the said covenants agreements and conditions so far as they relate as aforesaid.
37. All complaints touching or concerning the Land and the Development shall be made in writing to the Manager.
38. (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of any and all slopes, slope treatment works, retaining walls and other structures within or outside the Land (collectively “the Slopes and Retaining Walls”) as required by the Government Grant and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual for the Slopes and Retaining Walls (“the Slope Maintenance Manual”) prepared in accordance with such Geoguide 5.

- (b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to “the Manager” includes the Owners’ Corporation, if formed.
- (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.
- (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

39. Notwithstanding anything herein contained, nothing in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Chapter 459 of the Laws of Hong Kong), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as “RCHE”) or residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as “RCHD”) or the use of the Land or the Development or any part thereof for the purpose of RCHE or RCHD.

40. No Owner (including the First Owner) shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners’ Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.

41. No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners’ meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.

42. The balconies shall only be used as balconies in relation to or in connection with the use and enjoyment of the Residential Unit for which they are provided. Any Owner whose Residential Unit consists of any of the balconies shall not alter the external appearance of any such balconies.

43. The Owner of any flat roof or roof shall not:

- (a) erect, affix or place or cause or permit or suffer to be erected, affixed or place any structure or chattels whatsoever whether of a permanent or temporary nature on the walls of flat roof or roof or any part of such walls; or
- (b) enclose or cause or permit or suffer to be enclosed the brackets, sockets or parts used or intended to be used in connection with any Building Maintenance Unit(s).

44. The Owner of any flat roof or roof shall at all reasonable times subject to prior written notice (except in an emergency) given by the Manager provide free and uninterrupted access to the Manager or its authorized persons or agents (i) for the affixing and operation of the Building Maintenance Unit(s) and (ii) to affix, install, operate, manoeuvre, use, repair, maintain, clean the Building Maintenance Unit(s) over and/or along the flat roof or roof or any part thereof and (iii) to enter upon the flat roof or roof for the purposes of inspecting, upgrading, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating the exterior walls or any parts of the Development (which form part of the Common Areas and Facilities) Provided that the right of the Owner of the flat roof or roof to hold, use, occupy and enjoy his Unit and its flat roof or roof shall not be interfered with and Provided Further that the Manager shall at his own costs and expense make good all damage caused by or arising from the exercise of such access and shall be liable for the negligent, wilful or criminal acts of its authorized persons or agents.

45. No grave or columbarium shall be erected or made on the Land and the Development nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

46. Each Owner shall at their own expenses, inspect, maintain and carry out all necessary works for the maintenance of the Land and the Development and their own Units including the Works and Installations.

47. The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees and in particular the Parking Spaces for Disabled Persons 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.

48. No Owner shall erect or install or cause to be erected or installed any fence, decoration or structure on top of any common wall or parapet wall.

49. Each Owner shall at his own expense keep and maintain the landscape and gardening forming part of his Residential Unit in a clean, neat, tidy, functional and healthy condition. Each Owner shall avoid creating any nuisance or annoyance to the Owners or occupiers of any other parts of the Development arising from or as a result of his failure, omission or default of upkeep or maintenance of the landscape and gardening aforesaid.
50. No Owner shall relocate the outdoor unit of air-conditioning of his Residential Unit that may be visible from the exterior of the Development.
51. No solar panel or prefabricated house shall be erected, installed or affixed on any part of the Development and no change for exterior lighting color tone shall be allowed.
52. No Owner of a Residential Unit with balcony shall change the design of the sliding door installed at such balcony.
53. No Owner shall place or cause to be placed any geomancy decoration or facilities at his Residential Units that may be visible from the exterior of the Development.
54. No Owner shall use or allow to be used the aerial photography or similar technology in any part of the Development.
55. No Owner shall cause any damage to or interfere in any way with any security systems, facilities or devices located or installed at the boundary walls or fences of the Development under the control of the Manager.
56. All Owners shall use the water supply properly.
57. (a) Each Owner of a Residential Unit shall:
- (i) comply with the NIAR in respect of all approved Noise Mitigation Measures (if any) forming part of his Residential Unit;
 - (ii) not alter, interfere with or remove, or permit or suffer to be altered, interfered with or removed the relevant part or parts of the Noise Mitigation Measures (if any) which forms part of his Residential Unit except in accordance with the Building Plans; and
 - (iii) at his own expense employ contractors nominated or approved by the Manager to inspect, maintain and carry out all necessary works for the maintenance of all approved Noise Mitigation Measures (if any) forming part of his Residential Unit in accordance with the NIAR.
- (b) No Owner shall use the Noise Mitigation Measures for any purpose other than the purpose they are designed for. Every Owner shall at his own costs maintain the Noise Mitigation Measures (if any) at his Residential Unit.
- (c) An Owner whose Residential Unit includes Noise Mitigation Measures shall be responsible for the control, operation, financial support and

maintenance of such Noise Mitigation Measures forming part of his Residential Unit.

58. (a) The Voids shall only be used as void in relation to or in connection with use and enjoyment of the Residential Unit for which they are provided.
- (b) The design and location of the Voids under the Building Plans shall not be altered in any way and the Voids shall not be decked over.
59. The Greeneries Areas shall not be used for any purpose other than as greenery unless with the prior consent of the Building Authority.
60. The covenants, provisions and restrictions set out in this Subsection A shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed.

B. Covenants and provisions applicable to Owners of Residential Units

1. Without prejudice to the other provisions of this Deed and subject to Clause 39 of Subsection A of this Section, no Residential Unit shall be used for any purpose other than for private residential purposes and in particular 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 or as hostel or the like.
2. No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or structure on any flat roof(s), or roof(s) or upper roof(s) (if any) of the Development or any part thereof and the Manager shall have the right to enter and to remove anything erected or placed on any flat roof(s), or roof(s) or upper roof(s) (if any) of the Development or any part thereof in contravention of this provision at the cost and expenses of the Owner.
3. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit or any part thereof any advertising or other sign of any description without the previous written approval of the Manager.
4. Water closets and other water apparatus in the Development shall not be used for any purpose other than those for which they were constructed, nor shall any rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or other water apparatus shall be paid for by the Owner or occupier in whose Residential Unit it shall have been caused.
5. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.
6. Bicycles, baby carriages or similar vehicles shall not be allowed to stand in any passageways or the Common Areas.
7. Birds, cats or pets or other animals or fowls can only be kept or harboured

in any Residential Unit or any part thereof subject to and in accordance with the House Rules. No dogs shall be kept in any Residential Unit if Owners of more than 3 Residential Units have lodged their written complaints to the Manager.

8.
 - (a) The Owner of the Non-enclosed Areas shall (i) at his own cost keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with this Deed, the Occupation Permit, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) and such other ordinances, by-laws and Government regulations of Hong Kong and (ii) be responsible for the financial support and maintenance of the same.
 - (b) The Owner of the Non-enclosed Areas shall not erect or affix or cause or permit or suffer or allow to be erected or affixed any wall or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.
 - (c) The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed above parapet height by any material of whatsoever kind or nature, or affixed with sun shades, awnings, or rackets of whatsoever nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Building Plans.
 - (d) No part of any balcony or the covered areas beneath the balcony shall be enclosed above safe parapet height other than as shown in the Building Plans.
9. No Owner shall construct any unauthorized structure on any flat roof(s), roof(s), upper roof(s) or top roof(s) of the Development of whatsoever nature that may contravene any ordinances, by-law, code of practice or regulations promulgated by the Government department from time to time.
10. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any clothing, laundry or object(s) in the Common Areas or outside his Residential Unit or air-conditioning platform (if any) or any part thereof or within such part(s) of his Residential Unit including (without limitation) on or in or upon or above the door, window or bay window or balcony, garden, flat roof, roof or upper roof (if any) that may be visible from the exterior of the Development.
11. No Owner shall do or permit or suffer to be done any act, deed, matter or thing which may in any way interfere with, cause any damage to or adversely affect or remove or cut down any Preserved Trees, or relocate any Preserved Trees without the prior written consent of the Director of Lands (or other relevant Government authorities) and the Manager.
12. No Owner shall erect affix install attach remove or permit or suffer to be erected affixed installed attached or removed any structure or material to in or on or at the lift, lift door and panels, intercom and their ancillary provisions of the private lift lobby of his Residential Unit; or paint, change, alter or replace any part(s) thereof with materials or

colour different from those originally provided for such lift door Provided that an Owner may change the colour of the lift door facing the private lift lobby of his Residential Unit subject to the prior approval of the Manager and that such work shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

13. In respect of any private lift lobby forming part of a Residential Unit, the Manager shall have the right to, on reasonable prior notice (except in an emergency), enter into all or any parts of such private lift lobby for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners or carrying out all necessary cleaning, repair, inspection, maintenance and improvement works in respect of any lift(s), lift door(s) and panel(s), lift shaft(s) and their ancillary provisions and any other Common Areas and Facilities Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Residential Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees and contractors.

14. The Owner of a Residential Unit which includes a lift shall be the responsible person (as defined in the Lifts and Escalators Ordinance (Chapter 618 of the Laws of Hong Kong)) of the lift, and shall at such Owner's own cost and expense be solely responsible for the repair, maintenance, upkeep, insurance and operation of the lift (including all periodic examinations, repairs and maintenance of the lift and all its associated equipment and machinery, renewals of use permit and compliance with all statutory requirements, regulations, guidelines, orders and codes of practice of all relevant Government authorities from time to time applicable to such lift). For the avoidance of doubt, such lift shall be operated by installations, apparatus, equipment and facilities that form part of a separate system independent from the Common Areas and Facilities.

15. (a) In respect of a Residential Unit which includes a private lift lobby adjoining a lift (which lift forms part of the Common Areas and Facilities), no Owner shall erect affix install attach remove or permit or suffer to be erected affixed installed attached or removed any structure or material to in or on or at the lift door and panels facing the private lift lobby of his Residential Unit; or paint, change, alter or replace any part(s) thereof with materials different from those originally provided for such lift door and panels; or do or permit or suffer to be done any act or thing which may or will affect the finishes, external appearance or original design or materials of such lift door and panels. For the avoidance of doubt, this Clause 15(a) does not apply to a Residential Unit which includes a lift forming part of such Residential Unit.

(b) Each Owner of a Residential Unit which includes a private lift lobby shall, at its own costs and expenses, keep and maintain the private lift lobby of the Residential Unit owned by him and the facilities, equipment, apparatus or fire-service installations on in or upon such private lift lobby (including but not limited to, "EXIT" sign(s), smoke detector(s) and fire alarm bell(s) installed in the private lift lobby) in accordance with the requirements laid down under the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong) or other relevant laws or regulations. In particular, the Owner of

each Residential Unit which includes a private lift lobby shall, at his own cost and expense, be responsible for the maintenance, inspection, commissioning, testing and certification by registered fire services installation contractors, in accordance with all applicable laws, regulations, codes of practice and maintenance procedures and the direction of the Manager, the fire-service installations in the private lift lobby.

- (c)
 - (i) Each Owner of a Residential Unit which includes a private lift lobby shall not alter, remove, tamper with or obstruct or permit or suffer to be altered, removed, tampered with or obstructed any of the fire-service installations in the private lift lobby (including but not limited to, “EXIT” sign(s), smoke detector(s) and fire alarm bell(s) installed in the private lift lobby) without the approval of the Manager, the Buildings Department, the Fire Services Department and/or any relevant Governmental authorities.
 - (ii) Each Owner of a Residential Unit which includes a private lift lobby shall allow and shall procure and cause his tenants, licensees and/or occupants to allow the Manager and/or any registered fire services installation contractor(s) appointed by the Manager on reasonable notice given by the Manager (except in an emergency) to have access to and enter such Owner’s private lift lobby to carry out inspection of and (if required) carry out works to the fire-service installations in the private lift lobby. Inspections of the fire-service installations shall be carried out at least once a year, provided that if the Manager and/or the relevant Government authorities deem(s) necessary in its/her/their discretion, more frequent inspections may be carried out. If it transpires or if it is found that any Owner of a private lift lobby has altered, removed, tampered with or obstructed, or is altering, removing, tampering with or obstructing, or has failed or fails to otherwise perform any obligations of such Owner in relation to any of the fire-service installations in his private lift lobby, the Manager and/or a registered fire service installation contractor(s) appointed by the Manager shall be entitled to enter his private lift lobby on reasonable notice (except in an emergency) to carry out inspection, testing, replacement, maintenance and/or reinstatement works and, in such a case, such Owner of the private lift lobby shall pay, and indemnify the Manager from and against, all the costs and expenses incurred in connection with any inspection, testing, replacement, maintenance and/or reinstatement work; Provided that the Manager shall at its own costs and expenses make good all damage caused by or arising from the exercise of such access and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, contractors or agents.
- 16. (a) In respect of any air-conditioning plant room forming part of a Residential Unit, the Manager shall have the right to, on reasonable prior notice (except in an emergency), enter into all or any parts of such air-conditioning plant room for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common

Areas and Facilities or other Owners or carrying out all necessary cleaning, repair, inspection, maintenance and improvement works in respect of any Common Areas and Facilities Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Residential Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees and contractors.

- (b) Each Owner of a Residential Unit which includes an air-conditioning plant room shall, at its own costs and expenses, keep and maintain the air-conditioning plant room of the Residential Unit owned by him and the facilities, equipment, apparatus or fire-service installations on in or upon such air-conditioning plant room (including but not limited to the fire extinguishers installed therein) in accordance with the requirements laid down under the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong) or other relevant laws or regulations. In particular, the Owner of each Residential Unit which includes an air-conditioning plant room shall, at his own cost and expense, be responsible for the maintenance, inspection, commissioning, testing and certification by registered fire services installation contractors, in accordance with all applicable laws, regulations, codes of practice and maintenance procedures and the direction of the Manager, the fire-service installations in the air-conditioning plant room.
- (c) Each Owner of a Residential Unit which includes an air-conditioning plant room shall not alter, remove, tamper with or obstruct or permit or suffer to be altered, removed, tampered with or obstructed any of the fire-service installations in the air-conditioning plant room (including but not limited to the fire-extinguishers installed therein) without the approval of the Manager, the Buildings Department, the Fire Services Department and/or any relevant Governmental authorities.
- (d) Each Owner of a Residential Unit which includes an air-conditioning plant room shall allow and shall procure and cause his tenants, licensees and/or occupants to allow the Manager and/or any registered fire services installation contractor(s) appointed by the Manager on reasonable notice given by the Manager (except in an emergency) to have access to and enter such Owner's air-conditioning plant room to carry out inspection of and (if required) carry out works to the fire-service installations in the air-conditioning plant room. Inspections of the fire-service installations shall be carried out at least once a year, provided that if the Manager and/or the relevant Government authorities deem(s) necessary in its/her/their discretion, more frequent inspections may be carried out. If it transpires or if it is found that any Owner of an air-conditioning plant room has altered, removed, tampered with or obstructed, or is altering, removing, tampering with or obstructing, or has failed or fails to otherwise perform any obligations of such Owner in relation to any of the fire-service installations in his air-conditioning plant room, the Manager and/or a registered fire service installation contractor(s) appointed by the Manager shall be entitled to enter his air-conditioning plant room on reasonable notice (except in an emergency) to carry out inspection, testing, replacement, maintenance and/or reinstatement works and, in such a case, such Owner of the

air-conditioning plant room shall pay, and indemnify the Manager from and against, all the costs and expenses incurred in connection with any inspection, testing, replacement, maintenance and/or reinstatement work; Provided that the Manager shall at its own costs and expenses make good all damage caused by or arising from the exercise of such access and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, contractors or agents.

17. The covenants, provisions and restrictions set out in this Subsection B shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed.

C. Covenants and Provisions Applicable to Owners of Car Parks

1. No Owner shall use the Car Parks in the Development for any purpose other than for the purpose of parking licensed private motor vehicles or (as the case may be) motor cycles only and no articles, goods or other things except motor vehicles or (as the case may be) motor cycles shall be allowed thereon. The Car Parks shall be used solely for the purpose of parking licensed motor vehicles or (as the case may be) motor cycles belonging to the Owners or the residents or occupiers of the Residential Units 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.

2. All Owners shall park their vehicles within their own Car Parks.

3. No Owner may park his vehicle in such a manner as to cause inconvenience or annoyance to the Owners of the adjoining Units.

4. No vehicle may exceed the speed limit (if any) displayed in the Common Areas.

5. No Owner shall make any alteration to his Car Park or erect any posts or chains thereon and thereto without the prior written consent of the Manager.

6. No Owner shall sub-divide any Car Parks (irrespective of its size and area) for any purposes including but not limited to sale, assignment, lease, license, charge or disposal.

7. No Owner shall allow his vehicle parked in any Car Park to deteriorate to a condition detrimental to the environmental appearance of the Development.

8. No Owner shall, nor shall be allowed to, park more than one vehicle in each Car Park.

9. The covenants, provisions and restrictions set out in this Subsection C shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of Section II of this Deed.

SECTION VI

MANAGEMENT OF THE DEVELOPMENT

A. Appointment of Manager

1. Subject to the Government Grant, the Ordinance, the provisions of this Deed and all applicable ordinances, rules and regulations, the management of the Land and the Development shall be undertaken by the Manager.

2. (a) Subject to the provisions of the Ordinance, the DMC Manager is hereby appointed as the first manager to manage the Land and the Development for the initial term of TWO years from the date hereof and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of this Deed.

(b) The appointment of the Manager shall be terminated:

(i) by resignation from such appointment by the Manager giving not less than three months' notice in writing of his intention to resign:

(1) by sending such a notice to the Owners' Committee; or

(2) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.

Such notice referred to in sub-clause (b)(i)(2) may be given:-

(a) by delivering it personally to the Owner; or

(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 by depositing it in the letter box for that Unit.

(ii) if the Manager is wound up or has a receiving order made against it.

(c) (i) Subject to sub-clause (c)(v) of this Clause, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by Owners of not less than 50% of the Undivided Shares in aggregate, terminate by notice the DMC Manager's appointment without compensation.

(ii) A resolution under sub-clause (c)(i) of this Clause 2 shall have effect only if:

- (1) the notice of termination of appointment is in writing;
 - (2) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to him of a sum equal to the amount of the Manager's Remuneration which would have accrued to him during that period;
 - (3) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (4) the notice and the copy of the resolution is given to the DMC Manager within 14 days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(4) of this Clause 2 may be given:
- (1) by delivering them personally to the DMC Manager; or
 - (2) by sending them by post to the DMC Manager at his last known address.
- (iv) If a notice to terminate a Manager's appointment is given under this sub-clause (c):
- (1) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (2) if no such appointment is approved under sub-clause (c)(iv)(1) of this Clause 2 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.
- (v) For the purposes of sub-clause (c)(i);
- (1) only the Owners of Undivided Shares who pay or who are liable to pay the management expenses relating to those Undivided Shares shall be entitled to vote;
 - (2) the reference in sub-clause (c)(i) to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.

- (vi) If a contract for the appointment of a Manager other than a DMC Manager contains no provision for the termination of the Manager's appointment, sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(v) of this Clause apply to the termination of the Manager's appointment as they apply to the termination of a DMC Manager's appointment.
 - (vii) Sub-clause (c)(vi) of this Clause operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than a DMC Manager to terminate the appointment of the Manager.
 - (viii) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under sub-clause (c)(iv)(2) of this Clause of Subsection A, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.
 - (ix) This sub-clause (c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section.
- (d) Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving the Manager three months' notice in writing.
- (e) Subject to sub-clause (c) of this Clause, upon termination of the Manager's employment in whatever manner that may occur, the Owners' Committee shall immediately thereafter appoint another service company or agent in its stead and, on appointment thereof, the Owners' Committee shall on behalf of the Owners enter into a management agreement with such service company or agent defining the rights, duties and obligations of the Manager which rights duties and obligations shall be consistent with those set out in this Deed.
3. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the

provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed.

4. The Manager, so long as it remains as the Manager of the Development, shall be bound by and shall observe and perform the terms, covenants and conditions set out in the Government Grant and all of the conditions, duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

B. Powers and Duties of Manager

1. The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:

- (a) To employ a qualified architect or professional to inspect the Development (save only the interior of the Units) including the Common Areas and Facilities at such time or times as the Manager shall deem necessary and to prepare a report of such inspection which report will be kept at the Manager's office in the Development and will be open to inspection by all Owners and occupiers of any part of the Development and the Manager will furnish upon request to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.
- (b) To put in hand and ensure the satisfactory completion of works necessary to maintain any Common Areas and Facilities including, without limitation, the Green and Innovative Features (save for those forming part of any Unit) so as to ensure that the same are maintained in a good, clean and safe condition at all times and, for this purpose, to employ reputable and competent contractors and workmen.
- (c) To ensure that all the Owners or occupiers maintain the Units owned or occupied by them and if there shall be any default on the part of any such Owners or occupiers to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupier.
- (d) To paint wash tile or otherwise treat as may be appropriate the Common Areas and Facilities at such intervals as the same may in the opinion of the Manager be reasonably required to be done.
- (e) To replace any glass in the Common Areas and Facilities that has been broken.
- (f) To keep all the Common Areas and Facilities properly lighted and

ventilated.

- (g) To keep in good order and repair the ventilation of any enclosed Common Areas and Facilities.
- (h) To keep the Common Areas and Facilities and all parts thereof in a clean sanitary and tidy condition.
- (i) To prevent any decaying noxious excrementitious or other refuse matter from being deposited on the Land and the Development or any part thereof and to remove all refuse from such parts of the Land and the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Land and the Development refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- (j) To prevent the obstruction of all the Common Areas and Facilities and to remove any article or thing causing obstruction. If and whenever any article or thing shall be placed or stored on or in any part of the Common Areas and Facilities, the Manager or its agents, servants, caretakers or cleaners of the Development shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the case of emergency) to remove the article or thing causing the obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right without giving any prior notice to the defaulting party, to remove such article and thing from such part of the Common Areas and Facilities to another place or places as the Manager shall think fit. All costs and expenses incurred by the Manager for such removal shall be reimbursed, upon demand, to the Manager by the defaulting party and the defaulting party shall not claim against the Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal.
- (k) To keep all the common sewers drains watercourse and pipes free and clear from obstructions.
- (l) To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall in its reasonable discretion deem necessary or desirable for the benefit of the Land and the Development.
- (m) To keep all lighting equipment water and sewage systems in good and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion and subject to prior written approval of the Owners' Committee (if formed) or the Owners' Corporation, if formed, to enter into contracts with third parties for the maintenance thereof. The Manager shall also be responsible for all works required for any alteration to sewage systems and future connection of the same to the culvert(s) to be constructed if so required by the Government and all costs and expenses for

such works shall be borne by the Owners provided that such costs and expenses shall first be paid out of the Special Fund.

- (n) To prevent so far as is possible any refuse or other matter from being deposited washed eroded or falling from any part of the Land and the Development onto any part of any public roads or any road-culverts sewers drains nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government or other drains waterways watercourses footpaths sewers nullahs pipes cables wires utility services or other works being in under over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage to the satisfaction of the Government.
- (o) To remove any structure installation signboard sunshade bracket fitting or other things in or on any part of the Development which have been erected in contravention of the terms of this Deed, or of the regulations of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) or any other ordinance and/or without the prior written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same or if the conditions of such permission are in breach) and to demand and recover from the person by whom such structure or other things as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.
- (p) To maintain fire-safety, fire-fighting equipment and installations and fire alarms and to comply with all requirements of the Fire Services Department and generally so far as may be possible to maintain the Land and the Development safe from fire at all times.
- (q) To provide a security force watchmen porters and caretakers and to provide with and maintain burglar alarms and other security equipment and generally so far as may be possible to maintain security in the Land and the Development at all times.
- (r) To do all things which the Manager shall in his absolute discretion deem necessary or desirable for the purposes of maintaining and improving the Common Areas and Facilities for the better enjoyment or use of the Development by its Owners occupiers and their licensees provided that the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- (s) To appoint solicitors to advise on matters which arise in the management of the Land and the Development and which necessitate professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development or any part thereof (except proceedings relating to the rights or obligations of

individual Owners) and, in particular but without limiting the generality of the foregoing in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent officer to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of High Court (or any provisions amending or in substitution for the same).

- (t) To prevent (by legal action if necessary) any person, including an Owner from occupying or using, otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the Government Grant or the Occupation Permit any of the Common Areas or Common Facilities or any part of the Land and the Development.
- (u) To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Grant and any statutory or Government requirements concerning or relating to the Land and the Development for which no Owner or occupier of the Development is directly responsible.
- (v) To prevent (by legal action if necessary) and to take action to remedy any breach by any Owner or other person resident in or visiting the Land of any terms and conditions contained in the Government Grant and/or any statutory or Government legislation or regulations or this Deed.
- (w) To prevent any person from detrimentally altering or injuring any part of the Land and the Development or any of the Common Areas or Common Facilities.
- (x) To demand collect and receive all amounts payable by Owners under the provisions of this Deed.
- (y) To pay and discharge out of all monies so collected all outgoings relating to the management of the Land and the Development or incurred by the Manager in accordance with this Deed.
- (z) Unless otherwise directed by the Owners' Corporation (if formed), to insure, update and keep insured to the full new reinstatement value in respect of the Common Areas and Facilities and all parts thereof as comprehensively as reasonably possible and in particular against loss or damage by fire or other perils, and to effect insurance against public and occupiers' liability, third party and property owners' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Development and other liabilities in such items or in such amounts as the Manager may reasonably think fit such insurance to be in the name of the Manager itself for and on behalf of all the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force and updated.

- (aa) To keep proper records of accounts of all expenditure incurred by and of all payments made to, the Manager in respect of carrying out its duties hereunder as hereinafter provided.
- (ab) To represent the Owners in all matters and dealings with Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings so long as the same does not contravene or is not in conflict with any of the provisions of this Deed.
- (ac) To commence conduct carry on and defend legal and other proceedings touching or concerning the Land and the Development or the management thereof in the name of the Manager.
- (ad) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed and the House Rules hereunder and to take action including the commencement and conduct of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (ae) To enforce the due observance and performance of the House Rules.
- (af) To post and specify any Unit in default or in breach of the terms and conditions of this Deed as aforesaid, together with particulars of the default or breach on the notice boards and/or other prominent spaces within the Development after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so.
- (ag) To recruit dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide accommodation within the Land and the Development, uniforms working clothes tools appliance cleaning and other materials and all equipment necessary therefor.
- (ah) To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Land and the Development or any Unit of the Development and for such purpose to enter into any part or Unit of the Development for the purpose of abating such nuisance when necessary upon reasonable notice (except in case of emergency) provided that the Manager shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligent or wilful or criminal acts of the

Manager, his employees, contractors or agents.

- (ai) To do all such other things as are reasonably incidental to the management of the Land and the Development.
- (aj) To repair and keep in good repair and condition the Common Areas and Facilities and when necessary upon reasonable prior written notice (except in case of emergency) to enter into any part or any Unit (including, without limitation, those parts within which fire service installations and equipment and fire resisting constructions have been installed) of the Development for the purpose of carrying out necessary repairs to the Land and Development and the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees, contractors or agents and that the access to and from the Units shall not be impeded.
- (ak) Without prejudice to the generality of sub-clause (aj) above, to enter any Residential Unit which includes a private lift lobby and/or air-conditioning plant room on prior reasonable notice to the relevant Owner (except in the case of an emergency) for the purpose of carrying out inspections of any fire-service installations installed in such Residential Unit at regular intervals being not less than once a year, unless otherwise required by the relevant Government authorities or regulations Provided that the Manager shall, in the exercise of such right, ensure that the least disturbance is caused to such Residential Unit and shall, at the Manager's own cost and expense, make good and repair any damage so caused and shall be liable for negligent, wilful or criminal acts of the Manager, his agent, surveyors, workmen, employees and contractors.
- (al) Subject to the provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods or services by the Manager that involves an amount in excess of or likely to be in excess of \$200,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the Management Budget (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 the Code of Practice referred to in section 20A of the Ordinance will apply to the Manager with any appropriate variations.
- (am) To manage, control and maintain the parking of cars and other vehicles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other areas intended for common use and in particular to ensure that the Car Parks are used solely for their intended purposes and that the Common

Areas and all roads and other areas intended for common use remain unobstructed.

- (an) To install in or affix to and use (or permit any person to install in or affix to and use) any part of the Common Areas for the installation, erection and maintenance of flue pipes, fuel pipes, conduits, solar panel, aerials and/or dish installation (if any), apparatus, structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment (all of which upon such installation or erection shall form part of the Common Facilities) and to lease licence install affix erect place and maintain or contract for the leasing, licensing, installation and maintenance of communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which serve the Land and the Development or any part thereof and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 11 of this Subsection B of Section VI of this Deed (where appropriate) and for such purposes to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities provided that the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained prior to the exercise of such rights and that such installation shall not affect the enjoyment of the Land and the Development by the Owners and occupiers and the access to and from any part of the Development shall not be impeded. Any consideration received therefor shall be credited to the Special Fund.
- (ao) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, to enter into, and thereafter change amend vary add to alter or cancel any deed(s) of mutual grant and/or deed(s) of mutual grant and release and/or any other deed(s) and/or agreement(s) whatsoever with any person(s) or corporation(s) in connection with the granting and/or reservations of rights, easements, rights of way, privileges, benefits, obligations and/or any other matters affecting the Land and the Development and/or any adjoining properties Provided that the exercise of all or any of the rights herein conferred upon the Manager shall not contravene any of the terms and conditions contained in the Government Grant and this Deed and shall not interfere with the Owners' right to hold, use, occupy and enjoy their respective Units nor impede access to and from their respective Units Provided further that any consideration received therefor shall be credited to the Special Fund.
- (ap) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements (whether formal or informal) with the Government or such other parties and upon such terms and conditions and with or without consideration in respect of any part or parts of the

Common Areas as the Manager shall reasonably consider necessary to ensure efficient management of the Land and the Development PROVIDED THAT the exercise of all or any of the rights herein conferred upon the Manager shall not contravene any of the terms and conditions contained in the Government Grant and this Deed and shall not interfere with the Owners' right to hold, use, occupy and enjoy their respective Units nor impede access to and from their respective Units and PROVIDED FURTHER THAT any charges or fees collected hereunder shall be credited to the Special Fund.

- (aq) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, to grant right of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land and the Development or to such person or persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and this Deed and shall not interfere with the Owners' right to hold, use, occupy and enjoy their respective Units nor impede access to and from their respective Units PROVIDED FURTHER THAT any charges or fee collected hereunder shall be credited to the Special Fund.
- (ar) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, to grant reasonable easements, rights of way, quasi-easements (if any), rights, privileges and/or licences to the Government, the First Owner or other owner(s) of any adjacent land and/or adjacent building or any person to use, connect to, construct, lay, maintain, remove, renew and/or replace any roads, passageways, walkways, footpaths, open spaces, nullahs, culverts, sewage treatment plant and facilities, refuse collection and disposal areas and facilities, drainage systems, drains, pipes, cables, irrigation pipes, pumps and other installations, apparatus, fittings, chambers and other equipment and structures at or within the Land and the Development on such terms as the Manager deems fit Provided that the exercise of all or any of the rights herein conferred upon the Manager shall not interfere with an Owner's right to the physical use and occupation of his Unit PROVIDED FURTHER THAT the relevant grant shall not contravene the terms and conditions contained in the Government Grant and shall not affect or interfere with the Owners' right to hold, use, occupy and enjoy their respective Units nor impede access to and from their respective Units and PROVIDED FURTHER THAT all monetary consideration (if any) received therefor pursuant to this sub-clause shall be credited to the Special Fund.
- (as) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities, including the Recreational Facilities and their ancillary facilities in the Common Areas and Facilities, to remove any person thereon who fails to comply with or is in breach of any House Rules

relating to such Common Areas and Facilities and to exclude any person who has been in persistent breach of such House Rules from the use of such Common Areas and Facilities for such period as the Manager shall in its discretion deem appropriate PROVIDED THAT any charges or fees collected hereunder shall be credited to the management fund.

- (at) Subject to sub-clause (al) of this Clause, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to do all such things as are reasonably incidental to the management of the Land and the Development.
- (au) To prevent any person enclosing the Non-enclosed Area or any part thereof or otherwise acting in breach of the provisions of this Deed applicable to the Non-enclosed Areas.
- (av) To improve, control, operate and manage the Recreational Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same including any access steps staircases and ramps.
- (aw)
 - (i) To repair, maintain, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls elevations and facade thereof (but excluding windows, window frames and all window accessories (such as hinge, handles lock and weather strip) solely and exclusively attached to each of the Residential Units and those parts of the curtain walls forming part of the Residential Units (namely, the openable parts of the curtain walls wholly enclosing or fronting a Residential Unit and such pieces of vision panels forming part of the curtain walls and wholly enclosing or fronting a Residential Unit)) PROVIDED HOWEVER THAT the Manager shall have the power, at the expense of the Owner concerned, to repair or replace any broken window glass and/or frame and/or those parts of the curtain walls forming part of the Residential Unit, if any window glass and/or frame and/or those parts of the curtain walls forming part of the Residential Unit shall be broken and remain unreplaced for fourteen (14) days after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring such Owner or occupier to repair or replace the same.
 - (ii) To clean the external walls, elevations, façade and curtain walls of the Development (irrespective of whether the relevant parts of the curtain walls form part the Common Areas or part of a Residential Unit).
- (ax) To maintain any drainage system, whether within or outside the Land and the Development which is required to be maintained pursuant to the provisions of the Government Grant.

- (ay) Subject to the prior written approval by a resolution of the Owners at any Owners' meeting convened under this Deed being obtained, to make suitable arrangements for the supply, use or provision of water, gas and electricity and any other utility or service and any rights and privileges to or for the Land and the Development or any part thereof for the use and benefit of the Land and the Development or any part thereof on such terms as the Manager deems fit.
- (az) To prevent any person from overloading the floors of the Development or any part or parts thereof.
- (ba) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wirings in the Development.
- (bb) To ensure that all Owners use the water supply properly.
- (bc) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole.
- (bd) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Land and the Development.
- (be) Subject as otherwise provided in this Deed and subject to Clause 9(a) of Subsection D of this Section, to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed provided that the Manager shall not unreasonably withhold its written consent or approval and to impose conditions or additional conditions relating thereto.
- (bf) Subject to the Ordinance and subject as otherwise provided in this Deed, from time to time to compile rules and regulations governing:
 - (i) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (ii) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat.
- (bg) To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.
- (bh) If the Manager shall in its discretion deem fit to operate or contract for the operation of shuttle bus services for the use and benefit of the Owners and residents for the time being of the Development whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the shuttle bus

services such fares as the Manager may think reasonable PROVIDED THAT the prior written approval of the Owner's Committee or the Owners' Corporation (if formed) is obtained for the exercise of the right under this sub-clause PROVIDED FURTHER THAT any fares collected hereunder shall be credited to the management fund.

- (bi) The Manager shall have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform or carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provision in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.
- (bj) To maintain all areas slopes open spaces and facilities as are required to be maintained under the provisions of the Government Grant and in the manner as provided therein.
- (bk) Without prejudice to the other powers and duties of the Manager contained herein, to carry out such decoration, renovation, improvement works or such other works in respect of the Common Areas and Facilities or any part(s) thereof for the purpose of enhancing, upgrading or improving the appearance, condition or amenities of the Land and the Development Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities or any improvements to facilities or services which involves expenditure in excess of 10% of the current annual Management Budget.
- (bl) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the occupiers of the Development and to ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route and shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Land and the Development. Such recyclable materials recovered from the waste separation and recovery facilities shall be properly collected, stored and sent for recycling if the Manager considers appropriate and fit to do so.
- (bm) To organize any activities as the Manager may consider appropriate on a regular basis to promote environmental awareness and sense of belonging of the Owners and the occupiers of the Land and the Development and to encourage the Owners and the occupiers of the Land and the Development

to participate in such activities with a view to improving the environmental conditions of the Land and the Development.

- (bn) Subject to Clause 4 of Subsection B of this Section, to make House Rules to require the Owners and the occupiers of the Land and the Development to dispose of any rubbish properly for waste separation and recycling purposes.
- (bo) Subject to Clause 4 of Subsection B of this Section, to make House Rules to protect the environment of the Land and the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
- (bp) To inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations.
- (bq) To remove and require the removal of any dogs (except trained guide dogs on leash for the blind whilst guiding any person with disability in vision), cat, birds, live poultry, fowls, animal or pet from the Land and the Development, if such dogs (except trained guide dogs on leash for the blind whilst guiding any person with disability in vision), cat, birds, live poultry, fowls, animal or pet has been the subject of a breach of this Deed or the House Rules, or has been the subject of written complaints from the Owners or occupiers of at least three (3) different Residential Units.
- (br) To suspend water supply to any Unit of the Development temporarily in order to avoid water leakage in case of emergency or for the purpose of abating any nuisance affecting the Owners and occupiers of the Land and the Development or any Unit.
- (bs) To maintain, repair, operate, temporarily install, move, and have access to, over and/or on, any external walls, curtain walls and/or the Building Maintenance Unit, and to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (which form part of the Common Areas or Common Facilities) of the Development, or any part thereof and, on prior reasonable notice to the relevant Owner, for the Manager, its servants, agents, contractors and persons duly authorized by it to have access to any external walls, curtain walls, top roofs, upper roofs, roofs, flat roofs, passages and/or canopy for the purposes of maintaining, repairing, operating, installing, moving, keeping, storing and/or parking the Building Maintenance Unit and, in this connection, the Manager, its agents, contractors and authorized persons shall have the right to temporarily fence off any relevant part or parts of such external walls, curtain walls, top roofs, upper roofs, roofs, flat roofs, passages and/or canopy PROVIDED THAT the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligent or wilful or criminal acts of the Manager, his agents, surveyors, workmen, staff, employees and contractors.
- (bt) To uphold, manage, repair and maintain the Reserved Area and everything

forming a portion of or pertaining to it including but not limited to the Passageway (until such time as possession of the Reserved Area shall have been redelivered to the Government) pursuant to Special Condition (4)(c) of the Government Grant.

- (bu) To keep, maintain and manage any Preserved Trees or trees in accordance with Special Condition No. (7) of the Government Grant.
- (bv) To maintain and keep the Greeneries Areas and the landscaped works in a safe, clean, neat, tidy and healthy condition in accordance with Special Condition No. (8) of the Government Grant.
- (bw) To comply with the NIAR in respect of all approved Noise Mitigation Measures forming part of the Common Areas and Facilities and to inspect, clean, repair, maintain or replace the relevant part or parts of the Noise Mitigation Measures forming part of the Common Areas and Facilities.
- (bx) To ensure the Noise Mitigation Measures (forming part of the Residential Units) have been carried out and implemented by relevant Owners.
- (by) To be responsible for the control, operation and maintenance of the Noise Mitigation Measures which form part of Tower Common Areas and Tower Common Facilities.
- (bz) To use the aerial photography or similar technology in any part of the Development for the purposes of effecting necessary inspection, repair and maintenance works for the Development PROVIDED THAT the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall not interfere with the Owners' right to hold, use, occupy and enjoy their respective Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligent or wilful or criminal acts of the Manager, his agents, surveyors, workmen, staff, employees and contractors.
- (ca) To provide a suitable CCTV imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of the concealed external drainage pipes by a suitable CCTV imaging device, and to arrange regular inspection of the subject pipework on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints/pipe brackets conditions and to enter into and upon each Residential Unit at all reasonable times on notice (except in case of emergency) with or without agents, surveyors, workmen and others for conducting inspection of the concealed drainage pipes Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Residential Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligent or wilful or criminal acts of the Manager, his agents, surveyors, workmen, staff, employees and contractors.

- (cb) To inspect, maintain and carry out all necessary works for the upkeep, repair and maintenance of the existing seawall within the Land and the Reserved Area Provided that the Manager shall in the exercise of such right ensure that no works for the upkeep, repair and maintenance of the existing seawall within the Land and the Reserved Area would increase the loading on the existing seawall within the Land and the Reserved Area.
- (cc) To remove or demolish any structure or structures erected on the Drainage Reserve Areas and reinstate the Drainage Reserve Areas to the satisfaction of the Director of Lands as when required by the Director of Lands.

2. In connection with the exercise of or incidental to the Manager's rights mentioned in the preceding Clause 1, each Owner agrees that the Manager may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby appoint the Manager as his attorney (who may act through such officers or employees as the attorney may from time to time appoint) to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf (if necessary in conjunction with the Manager and/or other Owners) and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Manager to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the Manager as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

3. An Owner shall not assign his Unit unless the relevant assignments includes the following covenants:

“The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights conferred on [] (and its successors) (“Manager”) as Manager under the Deed of Mutual Covenant incorporating Management Agreement and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenanting Purchaser”) and be enforceable by the Vendor and its successors and assigns (other than the Purchaser) and/or the Manager that:

- (i) the Covenanting Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on the Manager under the Deed of Mutual Covenant incorporating Management Agreement aforesaid and the Covenanting Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by the Manager.

- (ii) the Covenantee Purchaser hereby appoints the Manager acting singly to be its attorney (who may act through such officers or employees as the Manager may from time to time appoint) and grants unto the Manager the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenantee Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on the Manager as aforesaid and that the Covenantee Purchaser will ratify and confirm all that the Manager shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenantee Purchaser and shall not be revoked by the Covenantee Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenantee Purchaser.
- (iii) the Covenantee Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenantee Owner set out therein are made directly by the Covenantee Purchaser.
- (iv) the Covenantee Purchaser shall not assign the Property unless the relevant assignment includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein contained.

Provided that upon the Covenantee Purchaser complying with and performing the covenant (iv) hereinbefore contained the Covenantee Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained 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 (i), (ii), (iii) and (iv) hereinbefore contained.”

4. The Manager shall have power to make House Rules before the formation of the Owners’ Committee for the purpose of regulating the use operation and maintenance of the Development and any of the structures facilities services or amenities thereof and the conduct of persons occupying using or visiting the same. The Manager may (subject to the approval of the Owners’ Committee if any) from time to time revoke, amend and supplement the House Rules. The House Rules and any amendments thereto must not be inconsistent with or contravene the provisions of this Deed, the Ordinance or the conditions of the Government Grant.

5. The House Rules shall be binding on all of the Owners and their tenants licensees servants or agents. A copy of the House Rules from time to time in force shall be posted on a public notice board in a prominent place in the Development and a copy thereof

shall be supplied to each Owner on request free of charge.

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

7. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner or any person occupying any part of the Development through under or with the consent of any such Owner of the covenants conditions and provisions of this Deed and of the House Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clause 4 of Subsection E of this Section hereinafter appearing shall apply to all such proceedings.

8. The Manager shall have the right and power to require each Owner to pay a proportionate part of all the expenditure lawfully incurred or to be incurred for the provision, operation, necessary repair, decoration, renovation, improvement, management, upkeep and maintenance of the Slopes and Retaining Walls (if any) and related structure (if any), the existing seawall within the Land and the Reserved Area and the Common Areas and Facilities as provided in this Deed Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities which involves expenditure in excess of 10% of the current annual Management Budget.

9. Notwithstanding any provision to the contrary herein contained, the Manager shall not (except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed), carry out any improvements to the facilities or services in or on the Land and/or the Development which involve expenditure in excess of 10% of the current annual Management Budget.

10. Contracts entered into by the Manager

(a) Subject to sub-clauses (b) and (c) below, 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 \$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-

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

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

notice in the Gazette unless-

- (i) if there is an Owners' Corporation
 - (1) the supplies, 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 the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which, but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause (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.

11. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:-

- (i) the term of the contract shall not exceed 3 years;
- (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

12. 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 and the Development.

C. Manager's Remuneration

1. The Manager's Remuneration in a year shall not exceed ten percent (10%) per annum (subject to variation by resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Development (excluding the Manager's Remuneration itself, and any capital expenditure or expenditure drawn out of the Special Fund as referred to in Clause 10 of Subsection D of this Section VI) necessarily and reasonably incurred in the management of the Land and the Development in that year provided that by a resolution of the Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate applicable under this Clause or at such lower rate as considered appropriate by the Owners. Payment of the Manager's Remuneration shall be in advance in the manner as shall be determined by the Manager. Any over-payment of the Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the management fund within 21 days of the completion of the auditing of the annual accounts for such year as provided under Clause 5 of Subsection H of this Section and any adjustment payment that needs to

be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year calculated in accordance with the first sentence of this Clause shall likewise be made within 21 days of the completion of the auditing of the annual accounts for such year.

2. The Manager's Remuneration payable to the Manager under the provisions aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs and expenses for any staff, facilities, accountancy services or other professional supervision for the Land and the Development which costs and expenses shall be a direct charge upon the management fund or the Special Fund as appropriate.

D. Management Budget and Contribution by Owners

1. (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Land and the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.
- (b) In respect of each financial year, the Manager shall:
 - (i) prepare a draft annual budget to be called “the draft Management Budget” for the financial year for the purpose of determining the contributions respectively payable by the Owners and such budget shall set out the proposed expenditure of the Land and the Development during the financial year;
 - (ii) send a copy of the draft Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Management 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 Management Budget, a notice inviting each Owner to send his comments on the draft Management Budget to the Manager within a period of 14 days from the date the draft Management Budget was sent or first displayed;
 - (iv) after the end of that 14-day period, prepare a Management Budget specifying the total proposed management expenses of the Land and the Development during the financial year; and
 - (v) send a copy of the Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Management 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 sub-clause (b) of this Clause before the start of that financial year (other than the first financial year), the total amount of 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;
 - (ii) when the Manager has so complied, be the total proposed expenditure specified in the Management Budget for that financial year, and the amount which the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (d) Where a Management Budget has been sent or displayed in accordance with sub-clause (b)(v) of this Clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and Management Budget by virtue of sub-clause (b) of this Clause.
- (e) Where a revised Management Budget is sent or displayed in accordance with sub-clause (d) of this Clause the total amount of management expenses for that financial year shall be the total expenditure or the proposed expenditure specified in the revised Management Budget and the amount that 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 1 month from the date that a Management Budget or revised Management Budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenses for the financial year shall, until another Management Budget or revised Management Budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, 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 Management Budget or Management Budget or revised Management Budget, the Manager shall, on payment of a reasonable copying charge supply a copy to that person and PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.
- (h) For the purposes of this Clause 1, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

2. The financial year for the purposes of the Management Budget shall be from 1st January to 31st December in each year (both days inclusive). The first Management Budget shall be prepared by the Manager before the date falling one month after the date of this Deed and shall cover the period from the date of this Deed until, if such date is on or before 30th June of the year, 31st December of that year, or if such date is after 30th June of the year, until 31st December of the following year.

3. The management expenditure in the Management Budget shall include but not be limited to the following:

- (a) Government rent for the whole of the Land if there is no separate assessment or apportionment for individual Units;
- (b) The premia payable for the insurance of the Common Areas and Facilities in accordance with the provisions of this Deed;
- (c) Charges for the supply and consumption of water, gas, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Development other than the Units;
- (d) The 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, water mains and channels, whether within or outside the Land that are required to be maintained under the Government Grant;
- (e) The costs of lighting, repairing, maintaining, cleaning, painting, decorating and keeping in good condition any parts of the Common Areas and Facilities (including, without limitation, any Green and Innovative Features (save and except those forming part of any Units) or any part thereof;
- (f) The costs of operating the Common Facilities;
- (g) Remuneration for accountants, caretakers, security guards, watchmen, cleaners and attendants and such other staff as may be required for the proper management of the Land and the Development;
- (h) The costs of refuse collection, storage and disposal in respect of the Land and the Development;
- (i) Such legal, professional or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;
- (j) The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;

- (k) The Manager's Remuneration;
- (l) The costs of maintenance and/or repair works described in Clause 38 of Subsection A of Section V and Clause 1(bk) of Subsection B of Section VI of this Deed;
- (m) The costs of operation and maintenance of the Recreational Facilities;
- (n) The costs and expenses of running or organizing any activities described in Clause 1(bd) and Clause 1(bm) both of Subsection B of Section VI of this Deed;
- (o) The costs and expenses of upholding, managing, repairing and maintaining the Reserved Area and everything forming a portion of or pertaining to it including but not limited to the Passageway pursuant to Special Condition No.(4)(c) of the Government Grant;
- (p) The costs and expenses of inspecting, maintaining and carrying out all necessary works for the upkeep, repair and maintenance of the existing seawall within the Land and the Reserved Area;
- (q) The costs incurred in connection with the Greeneries Areas or areas landscaped in accordance with Special Condition No. (8) of the Government Grant and the landscaped works thereat pursuant to Clause 1(bv) of Subsection B of Section VI of this Deed;
- (r) 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 or under any sub-deed in respect of any part or parts of the Land and the Development;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature or of a kind not expected to be incurred annually, which shall be payable out of the Special Fund hereinafter mentioned. Costs, charges and expenses of a capital nature or of a kind not expected to be incurred annually shall include, but not be limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works to facilities or services referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

- 4. Each annual Management Budget shall be divided into the following parts:
 - (i) Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the management and maintenance of the Development Common Areas and the Development Common Facilities and any areas or facilities within or outside the Land and the Development that are required to be maintained by the Owners under the Government Grant or for the benefit of all the Owners (excluding

those estimated management expenditure contained in Part B and Part C of the Management Budget hereinafter mentioned);

- (ii) Part B shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Tower Common Areas and Tower Common Facilities or solely for the benefit of all the Owners of the Residential Units; and, for the avoidance of doubt, Part B shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Parking Spaces for Disabled Persons (excluding the Parking Space for Disabled Persons No.V02 on Ground Floor) and the Loading and Unloading Spaces;
- (iii) Part C shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities or solely for the benefit of all the Owners of the Car Parks excluding for the avoidance of doubt, parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Parking Spaces for Disabled Persons (excluding the Parking Space for Disabled Persons No.V02 on Ground Floor) and the Loading and Unloading Spaces which shall be treated as falling within Part B of the annual Management Budget.

5. Subject to Clause 1 of this Subsection D above, the annual Management Budget shall be reviewed by the Owners' Committee (when it has been established pursuant to the provisions of this Deed) or by the Owners' Corporation (if formed), and in the light of such review, the Manager may alter such Management Budget based on the suggestions of the Owners' Committee or the Owners' Corporation and the Management Budget as reviewed or altered as aforesaid shall be deemed adopted.

6. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles:

- (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development;
- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development;
- (c) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Park of which he is the owner contribute to the amount

assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development;

Provided however that notwithstanding any provisions to the contrary herein contained no Owner may be called upon to pay more than his appropriate share of the management expenditure. The First Owner shall make payments and contributions towards the management expenditure which are of a recurrent nature in respect of those Units and Undivided Shares unsold provided however that it shall not be obliged to make payments and contributions aforesaid in respect of the Units and Undivided Shares allocated to any part(s) of the Development the construction of which has not been completed except to the extent that such uncompleted part(s) benefit(s) from the provisions of this Deed as to management and maintenance of the Development.

7. Each Owner shall, on the first day of each and every calendar month (whether legally demanded or not), pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

8. (a) Without prejudice to the proviso in Clause 6 of this Subsection, in the event of a deficiency occurring or seeming to the Manager likely to occur, or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) require any revision to the Management Budget, the Manager may at any time, during the financial year, prepare a revised Management Budget in accordance with the procedures set out in Clause 1(b) of Subsection D of this Section. Such revised Management Budget shall be reviewed by the Owners' Committee and the provisions of Clauses 1(d) and 5 of Subsection D of this Section shall apply mutatis mutandis to the revised Management Budget as to the annual Management Budget. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.

(b) The Manager shall also have the power, in the event of a revised Management Budget completed pursuant to and in accordance with sub-clause (a) hereof, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated expenditure in any financial year to the intent that any such amounts shall form part of the monthly contribution of such Owner to the management expenditure and be recoverable accordingly.

9. Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled in its discretion:

(a) to charge the Owners a reasonable administrative fee for granting and processing any consent or approval required from the Manager (such consent or approval shall not be unreasonably withheld) pursuant to this Deed Provided that no other fees can be charged for granting and processing such consent or approval; and any payment received shall be credited to the Special Fund;

- (b) to charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris;
- (c) from time to time to make rules and regulations governing the supply and use of electricity air-conditioning water to the Common Areas and Facilities, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government;
- (d) to enter with or without workmen at all reasonable times on prior written notice (except in case of emergency) upon all parts of the Land and the Development necessary for the purpose of replacing, repairing and maintaining any of the electricity water conduits lines mains and pipes serving any part of the Land and the Development whether or not the same belong exclusively to any Unit Provided that the Manager shall at his own expense repair any damage so caused and be liable for its negligent, criminal or wilful acts or the negligent, criminal or wilful acts of its employees, workmen, agents, contractors or sub-contractors Provided further that the Manager shall ensure that the least disturbance and inconvenience are caused and that the enjoyment of the Units by the Owners shall not be affected and the access to and from the Units shall not be impeded;

Provided always that all monies fees or charges received by the Manager under the provisions of this Clause shall be held by the Manager on trust for all the Owners for the time being and shall be credited to the management fund save and except that the administrative fee under Clause (a) above shall be credited to the Special Fund.

- 10. (a) There shall be established and maintained by the Manager one Special Fund for the purpose of paragraph 4 of Schedule 7 to the Ordinance, which Special Fund comprises three sub-categories as follows:
 - (i) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Development Common Areas, the Development Common Facilities and any areas or facilities whether within or outside the Land that are required to be maintained by the Owners under the Government Grant for payment of expenditure of a capital nature or of a kind not expected to be incurred annually which shall include, inter alia, expenses for the renovation, improvement and repair of the Development Common Areas and the Development Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and the Development Common Facilities and the costs of the relevant investigation works and professional services.

- (ii) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Tower Common Areas and the Tower Common Facilities for payment of expenditure of a capital nature or of a kind not expected to be incurred annually which shall include, inter alia, expenses for the renovation, improvement and repair of the Tower Common Areas and the Tower Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Tower Common Areas and the Tower Common Facilities and the costs of the relevant investigation works and professional services and such parts of such expenditure in respect of the Car Park Common Areas and the Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Parking Spaces for Disabled Persons (excluding the Parking Space for Disabled Persons No.V02 on Ground Floor) and the Loading and Unloading Spaces as aforesaid.
 - (iii) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Car Park Common Areas and the Car Park Common Facilities for payment of expenditure of a capital nature or of a kind not expected to be incurred annually which shall include, inter alia, expenses for the renovation, improvement and repair of the Car Park Common Areas and the Car Park Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Car Park Common Areas and the Car Park Common Facilities and the costs of the relevant investigation works and professional services and shall exclude such parts of such expenditure which in the reasonable opinion of the Manager are attributable to the use of the Parking Spaces for Disabled Persons (excluding the Parking Space for Disabled Persons No.V02 on Ground Floor) and the Loading and Unloading Spaces which shall be covered by the relevant sub-category of the Special Fund in respect of the Tower Common Areas and the Tower Common Facilities.
- (b)
 - (i) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the Special Fund for the Development and shall use that account exclusively for the purposes referred to in sub-clauses (a)(i), (a)(ii) and (a)(iii) above (as the case may be) and managed by the Manager on trust for all Owners.
 - (ii) All sums in each sub-category of such Special Fund shall be the property of the Owners and the Special Fund shall be held by the Manager as trustee for all Owners.
 - (iii) Reference shall be made to each sub-category of the Special Fund in the annual accounts in respect of the management of the Land and the Development and an estimate shall be made in such accounts of the

time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

- (iv) Without prejudice to the generality of sub-clause (b)(i) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (v) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (b)(i) or sub-clause (b)(iv) above in a prominent place in the Development.
- (c) Each Owner covenant with the other Owners that he shall make further periodic contributions to the Special Fund. The amounts to be contributed by the Owners to the Special Fund in each financial year and the time when those contributions shall be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
- (d) 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.
- (e) 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 must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Land and the Development.
- (f) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
- (g) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under sub-clause (b)(i) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b)(iv) above.

E. Security for and recovery of moneys due to Manager

1. The first Owner of each Unit (except where the First Owner has made payments as provided in Clause 2 hereunder) shall, upon the assignment of the Unit from the First Owner:

- (a) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equivalent

to two (2) months' monthly contribution of the first year's budgeted management expenditure payable in respect of his Unit and such sum shall not be used to set off against monthly contribution of the management expenditure or any other contributions to be made by him, and such sum is non-refundable but transferable; and

- (b) pay to the Manager a sum equivalent to two (2) months' monthly contribution of the first year's budgeted management expenditure payable in respect of his Unit as payment in advance of the first two (2) months' contribution of the first year's budgeted management expenditure and such sum is neither refundable nor transferable; and
- (c) pay to the Manager a sum equivalent to two (2) months' monthly contribution of the first year's budgeted management expenditure payable in respect of his Unit as his initial contribution to the Special Fund (in respect of such contribution, the Manager shall reasonably apportion such initial contribution amongst the relevant respective sub-categories of the Special Fund and in proportion to the number of Management Shares allocated to his Unit) and such sum is neither refundable nor transferable; and
- (d) pay to the Manager a non-refundable and non-transferable debris removal fee in the sum equivalent to not more than one (1) month's monthly contribution of the first year's budgeted management expenditure payable in respect of his Unit as shall be determined by the Manager which shall be applied by the Manager towards the cost of removal from the Development of any debris or rubbish which may accumulate as a result of initial fitting-out of the Residential Units. For the avoidance of doubt, the Owners of the Car Parks shall not be liable to pay any debris removal fee as mentioned in this sub-clause. Any debris removal fee paid but not used for debris removal shall be paid into and form part of the Special Fund; and
- (e) pay to the Manager a non-refundable but transferable sum equivalent to not more than one (1) month's contribution of the first year's budgeted management expenditure payable in respect of his Unit as may be assessed by the Manager to be such Owner's share of the reimbursement to the Manager of the utility charges deposits for utilities including water, electricity and gas for the Common Areas and Facilities.

For the avoidance of doubt (and in addition and without prejudice to the other rights of the Manager under this Deed), the Manager shall have the right to set off the deposit under the preceding Clause 1(a) of this Subsection against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set-off and in any proceedings by the Manager against an Owner in respect of any default in payment, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager shall have exercised its right of set-off as aforesaid, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to not more than two (2) months' management contribution of

management expenditure currently payable by him in respect of the part of the Land and the Development which he owns.

2. The First Owner shall also pay to the Manager the amounts payable under the preceding sub-clauses 1(a), 1(c) and 1(d) above if he remains the owner of those Undivided Shares allocated to the Units in that part of the Land and the Development the construction of which has been completed and which remain unsold three (3) months after (i) the date of execution of this Deed, or (ii) the date on which the First Owner is in a position to validly assign those Undivided Shares allocated to the Units, whichever is the later.

3. If any Owner shall fail to pay any amount payable hereunder within 30 days of the date on which a demand is made, he shall further pay to the Manager:

- (a) Interest on the amount unpaid calculated from the date of demand at a rate of not exceeding two percent per annum above the prime rate from time to time specified by The Hongkong And Shanghai Banking Corporation Limited; and
- (b) A collection charge of not exceeding ten percent of the amount due to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager and the claim in any such action may include a claim for the solicitor and own client costs of the Manager in such action. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

5. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of the date on which the same became payable the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4 of this Subsection and in registering the charge hereinafter referred to shall stand charged on the Undivided Share(s) of the defaulting Owner and the Manager may discontinue providing management services to the defaulting Owner and shall be entitled without prejudice to any other remedy hereunder to register a memorial of such charge in the Land Registry against the Undivided Share(s) and the Unit or Units held therewith of the defaulting Owner. Such charge shall remain enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied.

6. Any charge registered in accordance with the last preceding paragraph shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share(s) of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of the Unit held therewith and the provisions of Clause 4 of this Subsection shall apply equally to any such action.

F. Application of monies received by Manager

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

2. Where any compensation damages costs or expenses are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which a claim has been made against the Owners or any of them as provided in Clause 4 of Subsection E of this Section, the same shall after deduction of any costs or expenses incurred by the Manager in recovering the same, form part of the management fund.

3. All moneys paid to the Manager by way of interest and collection charges shall be credited to the Special Fund.

G. Owners' interest in fund

Any person (including the First Owner) ceasing to be an Owner of any Undivided Share(s) in the Land and the Development shall, thereupon, cease to have any interest in the funds held by the Manager including the deposit paid under Clause 1(a) or Clause 1(e) or the amount paid by the First Owner under Clause 2 of Subsection E of this Section (as the case may be) and the Special Fund, to the intent that all such funds shall be held and applied for the management of the Land and the Development, irrespective of changes in the ownership of the Undivided Share(s) in the Land and the Development PROVIDED that any deposit paid by the Owner (other than the First Owner) under Clause 1(a) or Clause 1(e) (as the case may be) and any deposit payable under Clause 1(a) and paid by the First Owner under Clause 2 of Subsection E of this Section shall be transferred into the name of the new Owner of such Undivided Share(s) AND PROVIDED further that upon the Land reverting to the Government or no renewal of the Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or in the case of extinguishment of rights and obligations as aforesaid an appropriate part of the said funds shall be divided between the then Owners of the Development in proportion to the respective contributions made by them or their respective predecessors under the provisions of Subsection D of this Section immediately prior to such reversion or in the case of extinguishment of rights and obligations as aforesaid between the Owners whose rights and obligations are extinguished.

H. Management records and Accounts

1. The financial year may not be changed more than once in every five (5)

years unless that change is previously approved by a resolution of the Owners' Committee (if any).

2.
 - (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.
 - (b) Without prejudice to the generality of sub-clause(a) above, 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 sub-clause (a) or (b) above in a prominent place in the Development.
 - (d) Subject to sub-clauses (e) and (f) , the Manager shall without delay pay all money received by him in respect of the management of the Development into the account opened and maintained under sub-clause (a) of this Subsection above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) of this Clause.
 - (e) Subject to sub-clause (f), the Manager may, out of money received by him in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
 - (f) The retention of a reasonable amount of money under sub-clause (e) or the payment of that amount into a current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
 - (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which refers to the management of the Development.

3. 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.

4. Within 1 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 its management of the Land and the Development 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.

5. 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. Such accounts shall be audited by auditors appointed by the Manager provided always that prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice, and upon the exercise of such power by the Owners, the Manager shall without delay arrange for such an audit to be carried out by such independent auditor of the Owners' choice. Each income and expenditure account and balance sheet shall include details of the Special Fund required by Clause 10 of Subsection D of this Section and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

6. The Manager shall:-

- (a) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure accounts or balance sheet; and
- (b) on payment of a reasonable copying charge, supply any Owner with a copy of any record or documents requested by him provided that all charges collected hereunder shall be credited to the Special Fund.

7. The Manager shall have power to appoint a firm of certified public accountants to audit the accounts and records of the Manager concerning the management of the Development and to certify the annual accounts prepared in accordance with the foregoing clauses and the accountant's fees shall be part of the management expenditure. The Manager shall further have power to replace such firm and to appoint another firm in their place as the Manager may deem necessary from time to time provided that the Owners' Committee or the Owners at a meeting of the Owners may choose to appoint an auditor of their choice from time to time. 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:-

- (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
- (b) 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.

8. (a) Subject to sub-clause (b) of this Clause 8, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any), or the Manager appointed in his place, any movable property in respect of the control, management and administration of the Land and the Development that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends:
- (i) prepare:
- (1) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ends; and
- (2) a balance sheet as at the date his appointment ends,
- and shall arrange for 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 Manager appointed in his place any books or records of accounts, papers, documents, plans and other records which are required for the purposes of the preceding sub-clause (b)(i) of this Clause 8 and have not been delivered under sub-clause (a) of this Clause 8.
9. Subject to Clause 6(c) of Section X of this Deed, on termination of the Manager's appointment, the Manager must assign the Undivided Shares allocated to the Common Areas and Facilities free of costs or consideration to its successor in office as the Manager who must hold the said Undivided Shares on trust for the benefit of all the Owners.

SECTION VII

OWNERS' MEETING AND OWNERS' COMMITTEE

A. Meetings of the Owners

1. An annual general meeting of the Owners of the Development shall be held at least once a year commencing with the year following that in which the Occupation Permit is issued. The Owners of the Development may meet from time to time as occasion may require to discuss and decide matters concerning the management of the Land and the Development.

2. (a) A meeting of the Owners of the Development may be convened by:-

- (i) the Owners' Committee;
- (ii) the Manager; or
- (iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate in the Land and the Development.

(b) The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. The notice of meeting 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.

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

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

3. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners shall be a quorum. For the purpose of this Clause, the reference to "10% of the Owners" shall:-

- (a) be construed as a reference to 10% of the number of persons who are Owners, without regard to their ownership of any particular percentage of the total number of Undivided Shares of the Development; and
- (b) not be construed as the Owners of 10% of the Undivided Shares in

aggregate.

4. Subject to Clause 8 of this Subsection A, the only persons entitled to attend any meeting of the Owners and vote thereat shall be Owners of the Development or the representative or representatives of the Owner or Owners of the Development duly appointed by the Owner or Owners in writing.

5. A meeting of the Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened under Clause 2(a)(ii) or (iii) above, the person convening the meeting.

6. (a) All resolutions passed at any meeting of the Owners by a majority of the Owners present in person or by proxy and voting shall be binding on all the Owners and the Manager of the Development Provided that such resolutions shall not be contrary to any of the covenants, terms and conditions contained in this Deed and the Government Grant.

(b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.

(c) The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened under Clause 2(a)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

(d) 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.

7. A resolution put to the vote of a meeting of the Owners shall be decided by majority of votes by a poll to be taken at such time and in such manner as the chairman of the meeting shall direct.

8. At a meeting of the Owners,

(a) Subject to Clause 12 of this Subsection A, an Owner shall have one vote in respect of each Undivided Share he owns;

(b) an Owner may cast a vote either personally or by proxy;

(c) where 2 or more persons are the co-owners of an Undivided Share, the vote in respect of that 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 (i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
 - (d) Where two or more persons are the co-owners of an Undivided Share and more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
 - (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.
9. The Manager shall send a representative or representatives to all meetings of the Owners and a record of the persons present at the meeting and the proceedings thereof shall be kept.
10. The Manager shall convene the first meeting of the Owners as soon as possible, but in any event not later than 9 months after the date of this Deed (and shall convene further and subsequent meetings if required) to:-
- (a) appoint an Owners' Committee and the Chairman thereof; or
 - (b) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.

The first Chairman shall act until the first annual general meeting, when the post of Chairman shall fall vacant and an election for Chairman shall be held. Thereafter, a Chairman shall be elected at each annual general meeting for the ensuing year.

11. The function of the Owners' Committee is to represent the Owners of the Land and the Development in all dealings with the Manager and to undertake such other duties as the Manager may with the approval of the Owners' Committee, delegate to the Owners' Committee and without in any way limiting the generality of the foregoing:
- (a) to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Development;
 - (b) to apply if thought fit for registration as a corporation under the Ordinance;
 - (c) prior to the formation of the Owners' Corporation, to remove the Manager of the Development with the sanction of a resolution passed by a majority of votes of the Owners, voting either personally or by proxy, in a meeting of the Owners of the Development duly convened and supported by Owners of not less than fifty percent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development and upon the giving to the Manager not less than three months' notice in writing;

- (d) Subject to sub-clause (c) of Clause 2 of Subsection A of Section VI of this Deed, to appoint (whether in place of any Manager removed or to fill any vacancy) any service company or agent as a Manager of the Development upon the termination of the then Manager's employment;
- (e) to undertake, consider, review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

12 Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or calculating the quorum of any meeting. Accordingly, the Undivided Shares as referred to in Clause 8 of this Subsection shall not include the Undivided Shares allocated to the Common Areas and Facilities.

13, The procedure at a meeting of the Owners shall be as is determined by the Owners.

B. Meetings of the Owners' Committee

1. A meeting of the Owners' Committee may be convened at any time by the Chairman or any 2 members of the Owners' Committee.

2. In the election of the members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Development to represent the Owners PROVIDED THAT the total number of representatives shall not be less than 7. For the time being and unless and until otherwise determined by a meeting of the Owners, there shall be 6 representatives for the Owners of the Residential Units with 1 representative for each Tower and 1 representative for the Owners of the Car Parks.

3. (a) Any of the following shall be eligible for election as an Owners' Committee member under Clause 2 above 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 corporate body, any one 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 Unit, 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.

4. A member of the Owners' Committee shall hold office until the annual general meeting of Owners next following his appointment or election provided that:

- (a) He shall nevertheless cease to hold office if:
 - (i) he resigns by notice in writing to the Owners' Committee;
 - (ii) he ceases to be eligible; or
 - (iii) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.
- (b) If in any annual general meeting at which an election of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no annual general meeting is held, the members of the Owners' Committee shall continue to be in office until the next annual general meeting.

5. Retiring members of the Owners' Committee shall be eligible for re-election.

6. Subject to Clause 2 above, the Owners' Committee may appoint any eligible Owner to fill any casual vacancy or as an additional member for the current term.

7. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below 4. In the event that the number is reduced below 4, the remaining member of the Owners' Committee may act but only for the purpose of calling for a meeting of the Owners to elect an Owners' Committee.

8. Any one or more members of the Owners' Committee may be removed from office by resolution passed at a meeting of the Owners and new members of the Owners' Committee may be elected in the place of those removed from office.

9. The Owners' Committee shall have full power to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or by-laws shall be contrary to or inconsistent with the provisions of this Deed.

10. (a) The officers of the Owners' Committee ("Officers") shall be:
- (i) the Chairman;
 - (ii) the secretary; and
 - (iii) such other officers (if any) as the Owners' Committee may from time to time elect.

- (b) The Officers shall be elected by the Owners, such election to be held at or as soon as reasonably possible after the annual general meeting at which the Owners' Committee is elected and at such other times as may be necessary.
 - (c) All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.
11. 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, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. Such notice may be given;
- (a) by delivering it personally to the member of the Owners' Committee; or
 - (b) by sending it by post to the member of the Owners' Committee at his last known address; or
 - (c) by leaving it at the member's Unit or depositing it in the letter box for that Unit.
12. 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 4 such members, whichever is the greater.
13. A meeting of the Owners' Committee shall be presided over by:
- (a) the Chairman; or
 - (b) in the absence of the Chairman, a member of the Owners' Committee appointed as Chairman for that meeting.
14. At a meeting of the Owners' Committee, each member present shall have one vote on a question before the Owners' Committee and if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.
15. The procedure at a meeting of the Owners' Committee shall be as is determined by the Owners' Committee.

C. Procurement of supplies, goods or services by the Owners' Committee

1. Subject to provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods or services by the Owners' Committee that involves an amount in excess of or likely to be 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 amount which is or is likely to be more than 20% of the Management Budget (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 the Code of Practice referred to in section 20A of the Ordinance will apply to the Owners' Committee with any appropriate variations.

SECTION VIII

REINSTATEMENT

1. Notwithstanding anything herein contained to the contrary, in the event of the whole or any part or parts of the Development being so damaged by fire typhoon earthquake subsidence or other cause so as to render the same substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of the part or parts of the Development so affected, and such meeting may resolve that by reason of insufficiency of insurance monies changes in building law and/or regulations or any other circumstances whatsoever it is not practicable to reinstate and rebuild such part or parts of the Development, then and in such event the Undivided Shares in the Land and the Development representing such part or parts shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by either private treaty or public auction and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective Undivided Shares previously held by such former Owners. All insurance moneys received in respect of any policy insurance on such part or parts of the Development shall likewise be distributed amongst such former Owners. In such event, all the rights privilege obligations and covenants of such Owners under this Deed or any other deed shall be extinguished so far as the same relate to such part or parts of the Development Provided Always That if it is resolved to reinstate or rebuild such part or parts of the Development, each Owner of such part or parts shall pay his due proportion of the excess of the cost of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts and that until such payment the same will be a charge upon his interest in the Land and the Development and be recoverable as civil debt.

2. Notwithstanding anything to the contrary contained in this Deed, the following provisions shall apply to a meeting convened under the provisions of this Section:

- (a) Every such meeting shall be convened by at least 14 days' prior notice in writing given by the person convening such meeting either personally or by post addressed to the Owners at their last known addresses or by leaving the notices at the Owners' Units or depositing the notices in the letter boxes of their Units;
- (b) Subject to sub-clause (l) of this Clause 2, no business shall be transacted at any meeting unless a quorum is present throughout the meeting and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five percent (75%) of the total number of Undivided Shares allocated to the damaged part or parts of the Development shall be a quorum;
- (c) Subject to sub-clause (l) of this Clause 2, if within half an hour from the

time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place;

- (d) The Owners present in such meeting shall choose one of them to be the chairman of the meeting;
- (e) The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Subject to sub-clause (l) of this Clause 2, every Owner shall have one vote for each Undivided Share vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case of dispute the first named in the register kept in the Land Registry of such Owners shall have the right to vote;
- (g) Votes may be given either personally or by proxy;
- (h) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by that body corporate in that behalf. The instrument appointing a proxy shall be lodged with the chairman of the meeting or the person convening the meeting pursuant to this Deed, at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner, shall, for the purposes of the meeting, be treated as being the Owner present at the meeting;
- (i) Subject to sub-clause (l) of this Clause 2, a resolution passed by not less than seventy-five percent (75%) majority of the Owners present in person or by proxy and voting at a duly convened meeting of the Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five percent (75%) of the Undivided Shares allocated to the damaged part or parts of the Development shall be binding on all the Owners of such part or parts of the Development Provided as follows:
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) Subject to sub-clause (l) of this Clause 2, a resolution in writing signed by

Owners who in the aggregate have vested in them for the time being not less than seventy-five percent (75%) of the Undivided Shares allocated to the part or parts of the Development in question shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;

- (k) The accidental omission to give notice as aforesaid to any Owners shall not invalidate the meeting or any resolution passed thereat.
- (l) Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the Undivided Shares as referred to in the Clauses 2(b), (c), (f), (i) and (j) of this Section shall not include the Undivided Shares allocated to the Common Areas and Facilities.

SECTION IX

EXCLUSIONS AND INDEMNITIES

The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager, its employees, agents or contractors and for the avoidance of doubt, no Owner shall be required to indemnify the Manager or his employees, agents or contractors from and against any actions or claims arising out of any such act or omission. Without in any way limiting the generality of the foregoing, the Manager, its employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

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

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

SECTION X

MISCELLANEOUS

1. All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

2. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.

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

4. Subject as hereinbefore provided in the case notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if served personally upon the party to be served or sent by post addressed to the party to whom the notices or demands are given at his last known address or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same Provided that where notice is to be given to an Owner who is a chargor, such notice may also be served on the chargee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known place of business or residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

5. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Common Areas, the Common Facilities and to the Undivided Shares held therewith.

6. (a) (i) No provision in this Deed shall prejudice or contravene or

contradict or overrule or in any way be construed or constructed so as to prejudice or exclude or contravene or contradict or overrule or fail to comply with the provisions of the Ordinance and the Schedules thereto.

- (ii) The First Owner (which expression, for the purpose of this Clause, shall exclude its successors and assigns) shall deposit a copy of each of the Schedules 7 and 8 to the Ordinance (in both English and Chinese versions) in the management office in the Development for reference by all the Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (b) At any time after the formation and during the period of existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
- (c) Upon execution of this Deed, the First Owner shall assign the whole of the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities free of cost or consideration to the Manager appointed under this Deed who must hold the said Undivided Shares as trustee for all Owners. Subject as hereinafter provided, on termination of the Manager's appointment, the Manager must assign the Undivided Shares in the Common Areas and Facilities free of costs or consideration to its successor in office as the Manager who must hold the said Undivided Shares on trust for the benefit of all Owners. If an Owners' Corporation is formed under the Ordinance, it may require the Manager, in accordance with this Deed to assign the Undivided Shares allocated to the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Corporation must hold such Undivided Shares on trust for all the Owners.

7. The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Development within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Development. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.

8. A set of the plans annexed hereto showing the Common Areas and Facilities shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges.

9. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

10. (a) The First Owner at its own costs and expenses has prepared a schedule of all major works and installations (“the Works and Installations”) in the Development, which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in the Fourth Schedule to this Deed (subject to revisions as provided for in sub-clauses (e) and (f) below).

(b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details: -

(i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;

(ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;

(iii) recommended maintenance strategy and procedures;

(iv) a list of items of the Works and Installations requiring routine maintenance;

(v) recommended frequency of routine maintenance inspection;

(vi) checklist and typical inspection record sheets for routine maintenance inspection; and

(vii) recommended maintenance cycle of the Works and Installations.

(c) The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

(d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective

Owners including the Works and Installations.

- (e) The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (g) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations shall be paid out of the Special Fund.
- (h) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office of the Development within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

11. The First Owner shall deposit a full copy of the NIAR in the management office of the Development. After the depositing of the NIAR, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the NIAR 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.

12. The locations of the balconies and the covered areas underneath the balconies, non-structural prefabricated external walls and acoustic fins forming parts of the Green and Innovative Features of the Development are shown on the Building Plans.

13. Notwithstanding anything herein contained, the parties hereto acknowledge that until such time possession of the Reserved Area shall be redelivered to the Government in accordance with the Government Grant, the Owners shall be responsible for the upholding, repair, management and maintenance of the Reserved Area and everything forming a portion of or pertaining to it including but not limited to the Passageway to the satisfaction of the Director of Lands as required by the Government Grant and the costs and expenses thereof shall be borne by the Owners accordingly.

14. Notwithstanding anything herein contained, the parties hereto acknowledge that the Owners shall be responsible for inspecting, maintaining and carrying out all necessary works for the upkeep, repair, and maintenance of the existing seawall within the Land and the Reserved Area and the costs and expenses thereof shall be borne by the Owners accordingly.

15. In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; words importing persons shall include corporations and vice versa; references to clauses and schedules are to be construed as references to clauses of, and schedules to, this Deed.

IN WITNESS whereof the parties have duly executed and delivered this Deed as a deed the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

The Government Grant

Conditions of Sale No.20299, particulars of which are as follows:-

- (a) Date : the 30th day of March 2017
- (b) Parties : The First Owner of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part
- (c) Term : Fifty years commencing from the 30th day of March 2017
- (d) Lot : Ap Lei Chau Inland Lot No.136

THE SECOND SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares of the Development

Summary of allocation of Undivided Shares

	<u>No. of Undivided Shares</u>	
Residential Units :		62,786
Car Parks :		
(i) Residential Parking Spaces Nos.P001 to P127 on Basement 1 (excluding P004, P013, P014, P024, P034, P040-P049, P054, P064, P074, P084, P094, P104, P114, P124) (104 in total) (13 Undivided Shares each)	1,352	
(ii) Residential Parking Spaces Nos. P201 to P560 on Basement 2 (excluding P204, P214, P224, P234, P240-P249, P254, P264, P274, P284, P294, P304, P314, P324, P334, P340-P349, P354, P364, P374, P384, P394, P400-P499, P504, P514, P524, P534, P540-P549, P554) (207 in total) (13 Undivided Shares each)	2,691	
(iii) Residential Motor Cycle Parking Spaces Nos. M01 to M03 on Basement 1 (2 Undivided Shares each)	6	4,049
Common Areas and Facilities:		3,165
Total Undivided Shares :		<u>70,000</u>

Allocation of Undivided Shares to each Residential Unit:

(1) Tower 1

Floor	Residential Unit	Number of undivided shares allocated to each Residential Unit	Number of Residential Units	Sub-total
2/F	Unit A^	196	1	196
	Unit B^	224	1	224
3/F and 5/F - 10/F	Unit A	182	7	1,274
	Unit B	209	7	1,463
11/F - 12/F and 15/F	Unit A	182	3	546
	Unit B	209	3	627
16/F - 23/F and 25/F - 26/F	Unit A	182	10	1,820
	Unit B	209	10	2,090
27/F	Unit A	182	1	182
	Unit B	209	1	209
28/F (simplex)	Unit A^	383	1	383
29/F and 30/F (duplex)	Unit A^+@	697	1	697
			Sub-Total	9,711

(2) Tower 2

Floor	Residential Unit	Number of undivided shares allocated to each Residential Unit	Number of Residential Units	Sub-total
2/F	Unit A^	221	1	221
	Unit B^	259	1	259
3/F, 5/F - 12/F and 15/F - 18/F	Unit A	208	13	2,704
	Unit B	242	13	3,146
19/F - 21/F	Unit A	208	3	624
	Unit B	242	3	726
22/F - 23/F and 25/F - 26/F	Unit A	208	4	832
	Unit B	242	4	968
27/F	Unit A	208	1	208
	Unit B	242	1	242
28/F (simplex)	Unit A^	427	1	427
29/F and 30/F (duplex)	Unit A^+@	786	1	786
			Sub-Total	11,143

(3) Tower 3

Floor	Residential Unit	Number of undivided shares allocated to each Residential Unit	Number of Residential Units	Sub-total
1/F	Unit A^	312	1	312
	Unit B^	342	1	342
2/F - 3/F, 5/F - 12/F and 15/F - 21/F	Unit A	308	17	5,236
	Unit B	337	17	5,729
22/F – 23/F and 25/F - 26/F	Unit A	309	4	1,236
	Unit B	338	4	1,352
27/F	Unit A	309	1	309
	Unit B	338	1	338
28/F (simplex)	Unit A^	592	1	592
29/F and 30/F (duplex)	Unit A^+*@	912	1	912
			Sub-Total	16,358

(4) Tower 5

Floor	Residential Unit	Number of undivided shares allocated to each Residential Unit	Number of Residential Units	Sub-total
1/F	Unit A^	218	1	218
	Unit B^	183	1	183
2/F - 3/F, 5/F - 12/F and 15/F - 18/F	Unit A	215	14	3,010
	Unit B	181	14	2,534
19/F - 21/F	Unit A	215	3	645
	Unit B	181	3	543
22/F - 23/F and 25/F - 27/F	Unit A	215	5	1,075
	Unit B	181	5	905
28/F (simplex)	Unit A^	363	1	363
29/F and 30/F (duplex)	Unit A^+*@	641	1	641
			Sub-Total	10,117

(5) Tower 6

Floor	Residential Unit	Number of undivided shares allocated to each Residential Unit	Number of Residential Units	Sub-total
1/F	Unit A^	161	1	161
	Unit B^	160	1	160
2/F - 3/F, 5/F - 12/F, 15/F, 16/F, 18/F – 23/F and 25/F – 27/F	Unit A	158	21	3,318
	Unit B	157	21	3,297
17/F	Unit A	158	1	158
	Unit B	157	1	157
28/F – 29/F	Unit A	158	2	316
	Unit B	157	2	314
30/F (simplex)	Unit A^+*	302	1	302
			Sub-Total	8,183

(6) Tower 8

Floor	Residential Unit	Number of undivided shares allocated to each Residential Unit	Number of Residential Units	Sub-total
1/F	Unit A^	126	1	126
	Unit B^	126	1	126
2/F - 3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 31/F	Unit A	130	26	3,380
	Unit B	130	26	3,380
32/F	Unit A+	131	1	131
	Unit B+	131	1	131
			Sub-Total	7,274

Remarks :

- (1) There are no designations of 4/F, 13/F, 14/F and 24/F in Towers 1, 2, 3, 5, 6 and 8.
- (2) There are no designations of Tower 4 and Tower 7.
- (3) All Residential Units include balcony(ies) except Unit A and Unit B on 2/F of Tower 1, Unit A and Unit B on 2/F of Tower 2, and Unit A and Unit B on 1/F of Tower 8.
- (4) All Residential Units include air-conditioning plant room except Unit A on 28/F (simplex) of each of Tower 3 and Tower 5, Unit A on 29/F and 30/F (duplex) of each of Tower 1, Tower 2, Tower 3 and Tower 5, and Unit A on 30/F (simplex) of Tower 6.
- (5) All Residential Units include private lift lobby.
- (6) “^” means including flat roof(s).
- (7) “+” means including roof(s).
- (8) “*” means including stairhood.
- (9) (a) “@” means including (i) lift (together with all installations, apparatus, equipment and facilities that are required for the operation of the lift), (ii) lift shaft(s) on 29/F, 30/F, roof and lift machine room floor in respect of Tower 1, Tower 2 and Tower 3, or lift shaft(s) on 29/F, 30/F and roof in respect of Tower 5, (iii) private lift machine room(s) and (iv) Void(s).
- (b) No Undivided Shares are allocated to the (i) lift(s) (together with all installations, apparatus, equipment and facilities that are required for the operation of the lift(s)), (ii) lift shaft(s) on roof and lift machine room floor in respect of Tower 1, Tower 2 and Tower 3, or lift shaft(s) on roof in respect of Tower 5, (iii) private lift machine room(s) or (iv) Void(s) that is/are held with any Residential Units.

- (c) For the avoidance of doubt, the lift is only accessible on 29/F and 30/F of the Residential Unit with which it is held.

THE THIRD SCHEDULE ABOVE REFERRED TO

Allocation of Management Shares of the Development

Summary of allocation of Management Shares

	<u>No. of Management Shares</u>	
Residential Units :		62,786
Car Parks :		
(i) Residential Parking Spaces Nos.P001 to P127 on Basement 1 (excluding P004, P013, P014, P024, P034, P040-P049, P054, P064, P074, P084, P094, P104, P114, P124) (104 in total) (13 Management Shares each)	1,352	
(ii) Residential Parking Spaces Nos. P201 to P560 on Basement 2 (excluding P204, P214, P224, P234, P240-P249, P254, P264, P274, P284, P294, P304, P314, P324, P334, P340-P349, P354, P364, P374, P384, P394, P400-P499, P504, P514, P524, P534, P540-P549, P554) (207 in total) (13 Management Shares each)	2,691	
(iii) Residential Motor Cycle Parking Spaces Nos. M01 to M03 on Basement 1 (2 Management Shares each)	6	4,049
Total Management Shares :		<u>66,835</u>

Allocation of Management Shares to each Residential Unit:

(1) Tower 1

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
2/F	Unit A^	196	1	196
	Unit B^	224	1	224
3/F and 5/F - 10/F	Unit A	182	7	1,274
	Unit B	209	7	1,463
11/F - 12/F and 15/F	Unit A	182	3	546
	Unit B	209	3	627
16/F - 23/F and 25/F - 26/F	Unit A	182	10	1,820
	Unit B	209	10	2,090
27/F	Unit A	182	1	182
	Unit B	209	1	209
28/F (simplex)	Unit A^	383	1	383
29/F and 30/F (duplex)	Unit A^+@	697	1	697
			Sub-Total	9,711

(2) Tower 2

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
2/F	Unit A^	221	1	221
	Unit B^	259	1	259
3/F, 5/F - 12/F and 15/F - 18/F	Unit A	208	13	2,704
	Unit B	242	13	3,146
19/F - 21/F	Unit A	208	3	624
	Unit B	242	3	726
22/F - 23/F and 25/F - 26/F	Unit A	208	4	832
	Unit B	242	4	968
27/F	Unit A	208	1	208
	Unit B	242	1	242
28/F (simplex)	Unit A^	427	1	427
29/F and 30/F (duplex)	Unit A^+@	786	1	786
			Sub-Total	11,143

(3) Tower 3

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
1/F	Unit A^	312	1	312
	Unit B^	342	1	342
2/F - 3/F, 5/F - 12/F and 15/F - 21/F	Unit A	308	17	5,236
	Unit B	337	17	5,729
22/F – 23/F and 25/F - 26/F	Unit A	309	4	1,236
	Unit B	338	4	1,352
27/F	Unit A	309	1	309
	Unit B	338	1	338
28/F (simplex)	Unit A^	592	1	592
29/F and 30/F (duplex)	Unit A^+*@	912	1	912
			Sub-Total	16,358

(4) Tower 5

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
1/F	Unit A^	218	1	218
	Unit B^	183	1	183
2/F - 3/F, 5/F - 12/F and 15/F - 18/F	Unit A	215	14	3,010
	Unit B	181	14	2,534
19/F - 21/F	Unit A	215	3	645
	Unit B	181	3	543
22/F - 23/F and 25/F - 27/F	Unit A	215	5	1,075
	Unit B	181	5	905
28/F (simplex)	Unit A^	363	1	363
29/F and 30/F (duplex)	Unit A^+*@	641	1	641
			Sub-Total	10,117

(5) Tower 6

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
1/F	Unit A^	161	1	161
	Unit B^	160	1	160
2/F - 3/F, 5/F - 12/F, 15/F, 16/F, 18/F – 23/F and 25/F – 27/F	Unit A	158	21	3,318
	Unit B	157	21	3,297
17/F	Unit A	158	1	158
	Unit B	157	1	157
28/F – 29/F	Unit A	158	2	316
	Unit B	157	2	314
30/F (simplex)	Unit A^+*	302	1	302
			Sub-Total	8,183

(6) Tower 8

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit	Number of Residential Units	Sub-total
1/F	Unit A^	126	1	126
	Unit B^	126	1	126
2/F - 3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 31/F	Unit A	130	26	3,380
	Unit B	130	26	3,380
32/F	Unit A+	131	1	131
	Unit B+	131	1	131
			Sub-Total	7,274

Remarks :

- (1) There are no designations of 4/F, 13/F, 14/F and 24/F in Towers 1, 2, 3, 5, 6 and 8.
- (2) There are no designations of Tower 4 and Tower 7.
- (3) All Residential Units include balcony(ies) except Unit A and Unit B on 2/F of Tower 1, Unit A and Unit B on 2/F of Tower 2, and Unit A and Unit B on 1/F of Tower 8.
- (4) All Residential Units include air-conditioning plant room except Unit A on 28/F (simplex) of each of Tower 3 and Tower 5, Unit A on 29/F and 30/F (duplex) of each of Tower 1, Tower 2, Tower 3 and Tower 5, and Unit A on 30/F (simplex) of Tower 6.
- (5) All Residential Units include private lift lobby.
- (6) “^” means including flat roof(s).
- (7) “+” means including roof(s).
- (8) “*” means including stairhood.
- (9) (a) “@” means including (i) lift (together with all installations, apparatus, equipment and facilities that are required for the operation of the lift), (ii) lift shaft(s) on 29/F, 30/F, roof and lift machine room floor in respect of Tower 1, Tower 2 and Tower 3, or lift shaft(s) on 29/F, 30/F and roof in respect of Tower 5, (iii) private lift machine room(s) and (iv) Void(s).
- (b) No Management Shares are allocated to the (i) lift(s) (together with all installations, apparatus, equipment and facilities that are required for the operation of the lift(s)), (ii) lift shaft(s) on roof and lift machine room floor in respect of Tower 1, Tower 2 and Tower 3, or lift shaft(s) on roof in respect of Tower 5, (iii) private lift machine room(s) or (iv) Void(s) that is/are held with any Residential Units.

- (c) For the avoidance of doubt, the lift is only accessible on 29/F and 30/F of the Residential Unit with which it is held.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Works and Installations as at the date of this Deed :

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the slope structures (if applicable);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations (if applicable);
- (x) gas supply system;
- (xi) window installations;
- (xii) central air-conditioning and ventilation system(s);
- (xiii) curtain walls;
- (xiv) Building Maintenance Unit;
- (xv) mechanical ventilation and air-conditioning system(s);
- (xvi) aluminum cladding(s);
- (xvii) glass balustrade installation(s) (if any);
- (xviii) landscaping works;
- (xix) swimming pool and water feature(s) and heat recovery system(s);
- (xx) clubhouse registration system;
- (xxi) noise mitigation measures; and
- (xxii) retaining structures.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Locations of the Noise Mitigation Measures provided in the Development in accordance with the NIAR:

Tower	Floor	The room(s) in which the Noise Mitigation Measure(s) is/are located (see the remarks shown at the bottom of this Schedule)	Noise Mitigation Measures	Details of Use	DMC Plan Drawing No.
Tower 3	1/F – 2/F	Unit A Bedroom 2	➤ Acoustic Window	Noise Mitigation	DMC-T3-001 DMC-T3-002
Tower 3	1/F – 2/F	Unit A Study Room	➤ Acoustic Window	Noise Mitigation	DMC-T3-001 DMC-T3-002
Tower 3	1/F – 27/F	Unit B Study Room	➤ 2.3m Acoustic Fin with Sound Absorptive Material	Noise Mitigation	DMC-T3-001 DMC-T3-002 DMC-T3-003 DMC-T3-004
Tower 3	6/F – 11/F	Unit B Bedroom 2	➤ Acoustic Window	Noise Mitigation	DMC-T3-002
Tower 3	1/F – 27/F	Unit B Dining Room	➤ 1.5m Acoustic Fin with Sound Absorptive Material ➤ Fixed Glazing with Maintenance Window	Noise Mitigation	DMC-T3-001 DMC-T3-002 DMC-T3-003 DMC-T3-004
Tower 3	1/F – 27/F	Unit B Kitchen	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T3-001 DMC-T3-002 DMC-T3-003 DMC-T3-004
Tower 3	1/F – 27/F	Unit B Lavatory 2	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T3-001 DMC-T3-002 DMC-T3-003 DMC-T3-004
Tower 3	1/F – 27/F	Unit B Store Room 1	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T3-001 DMC-T3-002 DMC-T3-003 DMC-T3-004
Tower 3	28/F	Unit A Dining Room	➤ Fixed Glazing with Maintenance Window ➤ 1.4m Acoustic Fin with Sound Absorptive Material	Noise Mitigation	DMC-T3-005
Tower 3	28/F	Unit A Kitchen	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T3-005
Tower 3	28/F	Unit A Flat Roof (Outside Kitchen)	➤ 1.25m Acoustic Fin with Sound Absorptive Material	Noise Mitigation	DMC-T3-005
Tower 3	28/F	Staircase	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T3-005
Tower 3	29/F	Unit A Store Room 3	➤ 1.25m Acoustic Fin with Sound Absorptive Material	Noise Mitigation	DMC-T3-006

Tower	Floor	The room(s) in which the Noise Mitigation Measure(s) is/are located (see the remarks shown at the bottom of this Schedule)	Noise Mitigation Measures	Details of Use	DMC Plan Drawing No.
Tower 3	29/F	Staircase	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T3-006
Tower 3	30/F	Unit A Family Room 2	➤ 1.25m Acoustic Fin with Sound Absorptive Material ➤ Fixed Glazing with Maintenance Window	Noise Mitigation	DMC-T3-007
Tower 3	30/F	Staircase	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T3-007
Tower 5	3/F – 15/F	Unit A Dining Room	➤ Acoustic Window	Noise Mitigation	DMC-T5&T6-003
Tower 5	1/F – 27/F	Unit A Dining Room	➤ Fixed Glazing with Maintenance Window	Noise Mitigation	DMC-T5&T6-001 DMC-T5&T6-003 DMC-T5&T6-004 DMC-T5&T6-005 DMC-T5&T6-006 DMC-T5&T6-007 DMC-T5&T6-008
Tower 5	1/F – 27/F	Unit A Bedroom 2	➤ 1.0m Acoustic Fin with Sound Absorptive Material ➤ Fixed Glazing with Maintenance Window	Noise Mitigation	DMC-T5&T6-001 DMC-T5&T6-003 DMC-T5&T6-004 DMC-T5&T6-005 DMC-T5&T6-006 DMC-T5&T6-007 DMC-T5&T6-008
Tower 5	3/F – 12/F	Unit A Bedroom 2	➤ Acoustic Window	Noise Mitigation	DMC-T5&T6-003
Tower 6	1/F – 16/F	Unit A Kitchen	➤ 1.5m Acoustic Fin with Sound Absorptive Material	Noise Mitigation	DMC-T5&T6-002 DMC-T5&T6-003 DMC-T5&T6-004
Tower 6	1/F – 29/F	Unit A Kitchen	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T5&T6-002 DMC-T5&T6-003 DMC-T5&T6-004 DMC-T5&T6-005 DMC-T5&T6-006 DMC-T5&T6-007 DMC-T5&T6-008 DMC-T5&T6-009 DMC-T5&T6-010
Tower 6	1/F – 29/F	Unit A Bathroom 2	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T5&T6-002 DMC-T5&T6-003 DMC-T5&T6-004 DMC-T5&T6-005 DMC-T5&T6-006 DMC-T5&T6-007 DMC-T5&T6-008 DMC-T5&T6-009 DMC-T5&T6-010

Tower	Floor	The room(s) in which the Noise Mitigation Measure(s) is/are located (see the remarks shown at the bottom of this Schedule)	Noise Mitigation Measures	Details of Use	DMC Plan Drawing No.
Tower 6	1/F – 29/F	Unit A Closet	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T5&T6-002 DMC-T5&T6-003 DMC-T5&T6-004 DMC-T5&T6-005 DMC-T5&T6-006 DMC-T5&T6-007 DMC-T5&T6-008 DMC-T5&T6-009 DMC-T5&T6-010
Tower 6	1/F – 29/F	Unit B Closet	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T5&T6-002 DMC-T5&T6-003 DMC-T5&T6-004 DMC-T5&T6-005 DMC-T5&T6-006 DMC-T5&T6-007 DMC-T5&T6-008 DMC-T5&T6-009 DMC-T5&T6-010
Tower 6	1/F – 29/F	Unit B Bathroom 2	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T5&T6-002 DMC-T5&T6-003 DMC-T5&T6-004 DMC-T5&T6-005 DMC-T5&T6-006 DMC-T5&T6-007 DMC-T5&T6-008 DMC-T5&T6-009 DMC-T5&T6-010
Tower 6	1/F – 18/F	Unit B Kitchen	➤ 1.5m Acoustic Fin with Sound Absorptive Material	Noise Mitigation	DMC-T5&T6-002 DMC-T5&T6-003 DMC-T5&T6-004 DMC-T5&T6-005 DMC-T5&T6-006
Tower 6	1/F – 29/F	Unit B Kitchen	➤ Sound Absorptive Material at Side Wall	Noise Mitigation	DMC-T5&T6-002 DMC-T5&T6-003 DMC-T5&T6-004 DMC-T5&T6-005 DMC-T5&T6-006 DMC-T5&T6-007 DMC-T5&T6-008 DMC-T5&T6-009 DMC-T5&T6-010
Tower 6	30/F	Unit A Flat Roof (Outside Bedroom 3)	➤ 1.3m Height Solid Parapet Wall	Noise Mitigation	DMC-T5&T6-011
Tower 6	30/F	Unit A Bedroom 3	➤ Fixed Glazing with Maintenance Window	Noise Mitigation	DMC-T5&T6-011
Tower 6	30/F	Unit A Master Bedroom	➤ Fixed Glazing with Maintenance Window	Noise Mitigation	DMC-T5&T6-011
Tower 6	30/F	Unit A	➤ 1.3m Height Glass	Noise Mitigation	DMC-T5&T6-011

Tower	Floor	The room(s) in which the Noise Mitigation Measure(s) is/are located (see the remarks shown at the bottom of this Schedule)	Noise Mitigation Measures	Details of Use	DMC Plan Drawing No.
		Flat Roof (Outside Dining Room)	Balustrade		
Tower 8	1/F – 32/F	Unit A Bedroom 1	<ul style="list-style-type: none"> ➤ 1.3m Acoustic Fin with Sound Absorptive Material ➤ Sound Absorptive Material at Side Wall ➤ Fixed Glazing with Maintenance Window 	Noise Mitigation	DMC-T8-001 DMC-T8-002
Tower 8	1/F – 25/F	Unit A Bedroom 1	<ul style="list-style-type: none"> ➤ Acoustic Window 	Noise Mitigation	DMC-T8-001 DMC-T8-002
Tower 8	1/F – 32/F	Unit A Bathroom 2	<ul style="list-style-type: none"> ➤ Sound Absorptive Material at Side Wall 	Noise Mitigation	DMC-T8-001 DMC-T8-002
Tower 8	1/F – 32/F	Unit A Dining Room	<ul style="list-style-type: none"> ➤ Fixed Glazing with Maintenance Window 	Noise Mitigation	DMC-T8-001 DMC-T8-002
Tower 8	1/F – 32/F	Unit B Dining Room	<ul style="list-style-type: none"> ➤ Fixed Glazing with Maintenance Window 	Noise Mitigation	DMC-T8-001 DMC-T8-002
Tower 8	1/F – 32/F	Unit B Bathroom 2	<ul style="list-style-type: none"> ➤ Sound Absorptive Material at Side Wall 	Noise Mitigation	DMC-T8-001 DMC-T8-002
Tower 8	1/F – 32/F	Unit B Bedroom 1	<ul style="list-style-type: none"> ➤ 1.2m Acoustic Fin with Sound Absorptive Material ➤ Sound Absorptive Material at Side Wall ➤ Fixed Glazing with Maintenance Window 	Noise Mitigation	DMC-T8-001 DMC-T8-002

Remarks:

- (1) There are no designations of 4/F, 13/F, 14/F and 24/F in Towers 1, 2, 3, 5, 6 and 8.
- (2) There are no designations of Tower 4 and Tower 7.

SEALED with the Common Seal)
)
of Unicorn Bay (Hong Kong))
)
Investments Limited, the Registered)
)
Owner, and SIGNED by)
)
)
)
whose signature(s) is/are verified by:)

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

SIGNED SEALED AND DELIVERED)
)
by the Covenanting Owner/)
)
SEALED with the Common Seal of the)
)
Covenanting Owner and)
)
SIGNED by)
)
)
)
)
)
in the presence of:)

INTERPRETED to the Covenanting Owner by:-

Dated the _____ day of _____.

UNICORN BAY (HONG KONG) INVESTMENTS LIMITED

and

[_____]

and

[_____]

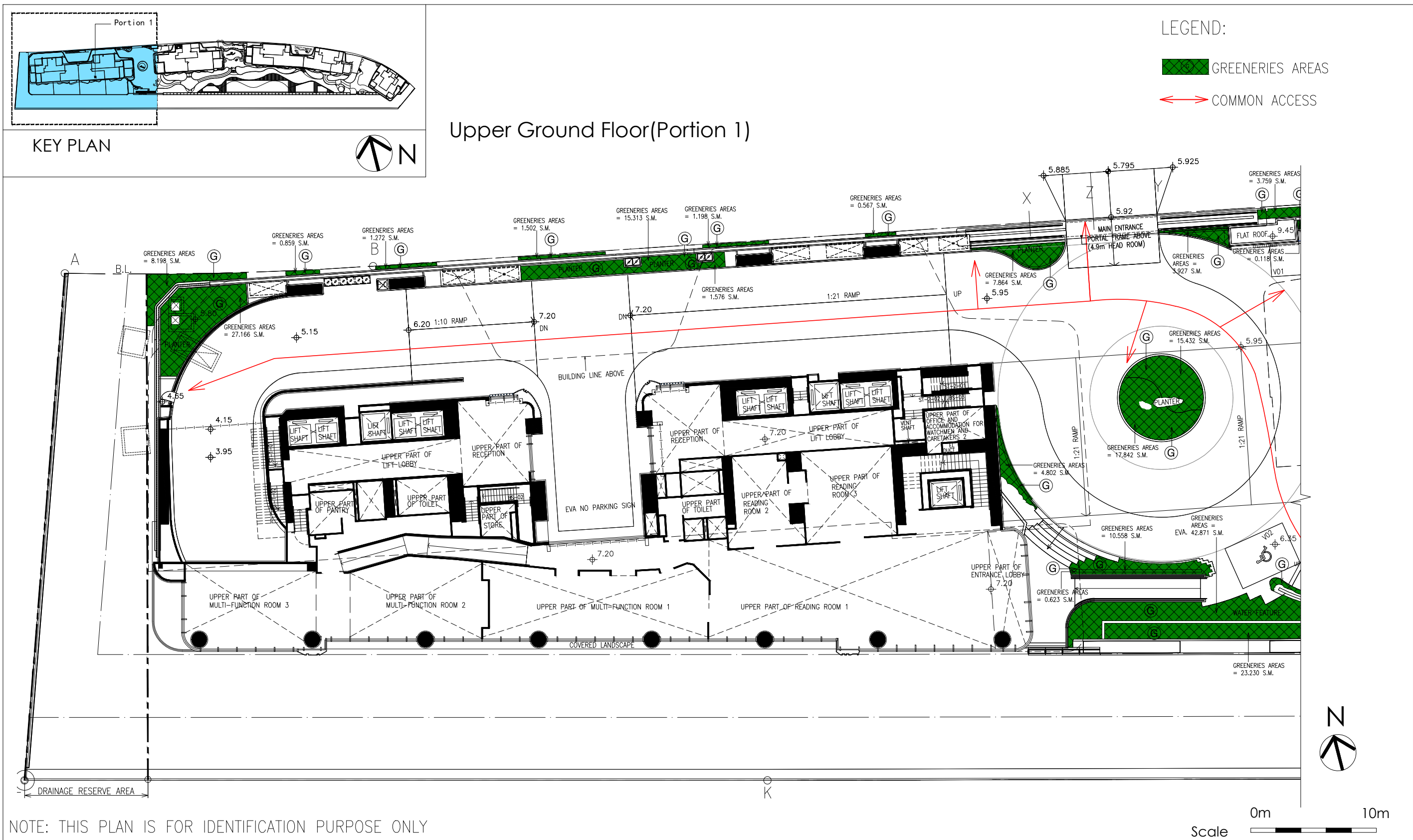
**DEED OF MUTUAL COVENANT INCORPORATING
MANAGEMENT AGREEMENT**

OF

AP LEI CHAU INLAND LOT NO.136

**KAO, LEE & YIP
SOLICITORS & NOTARIES
17TH FLOOR, GLOUCESTER TOWER
THE LANDMARK, CENTRAL
HONG KONG SAR**

K/LWY/84356/JWL/NWY(CV)



<p>AP LEI CHAU INLAND LOT NO. 136, LEE NAM ROAD, AP LEI CHAU, HONG KONG</p>	<p>GREENERIES AREAS PLAN -UPPER GROUND FLOOR PLAN (PLAN DRAWING NO. DMC-G-001)</p>	<p>DLN Architects Limited</p> <p>劉榮廣伍振民 建築師有限公司</p>	<p>ACCURACY OF THIS PLAN CERTIFIED BY:</p> <p>HENRY, LAU KING-CHIU AUTHORIZED PERSON</p> <p>DATE: FEB 2022</p>
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<p>AP LEI CHAU INLAND LOT NO. 136, LEE NAM ROAD, AP LEI CHAU, HONG KONG</p>	<p>GREENERIES AREAS PLAN -UPPER GROUND FLOOR PLAN (PLAN DRAWING NO. DMC-G-002)</p>	<p>DLN Architects Limited 劉榮廣伍振民 建築師有限公司</p>	<p>ACCURACY OF THIS PLAN CERTIFIED BY:</p> <p>HENRY, LAU KING-CHIU AUTHORIZED PERSON</p> <p>DATE: FEB 2022</p>
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AP LEI CHAU INLAND LOT NO. 136, LEE NAM ROAD, AP LEI CHAU, HONG KONG	GREENERIES AREAS PLAN -UPPER GROUND FLOOR PLAN (PLAN DRAWING NO. DMC-G-003)	DLN Architects Limited 劉榮廣伍振民 建築師有限公司	ACCURACY OF THIS PLAN CERTIFIED BY: HENRY, LAU KING-CHIU AUTHORIZED PERSON DATE: FEB 2022
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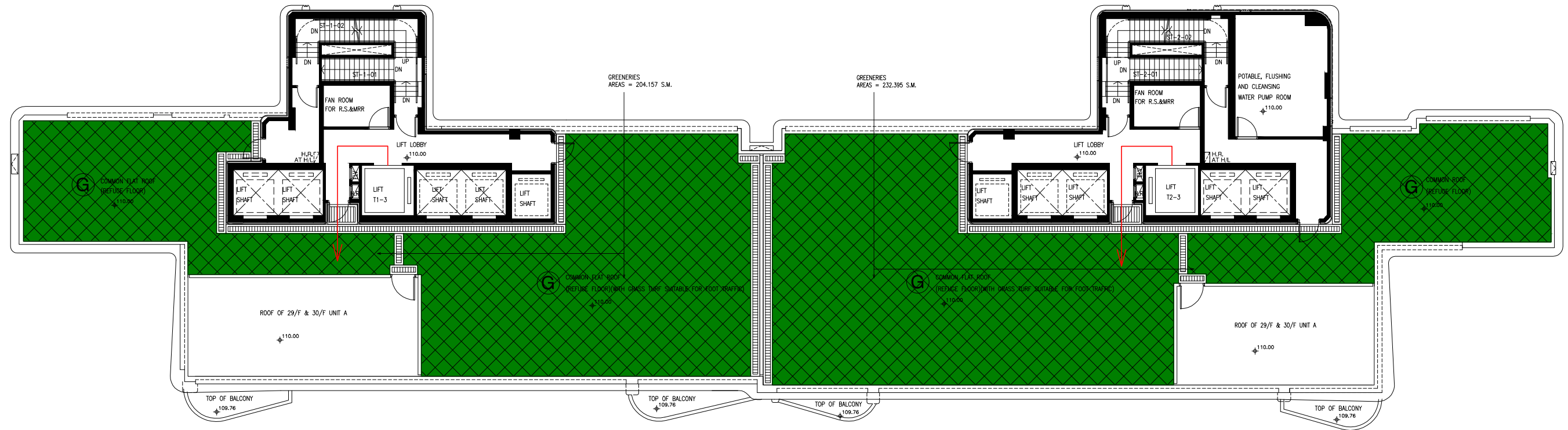
LEGEND:

 GREENERIES AREAS

 COMMON ACCESS

TOWER 1

TOWER 2



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

GREENERIES AREAS PLAN
TOWER 1 & TOWER 2 – ROOF PLAN
(PLAN DRAWING NO. DMC-G-004)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON

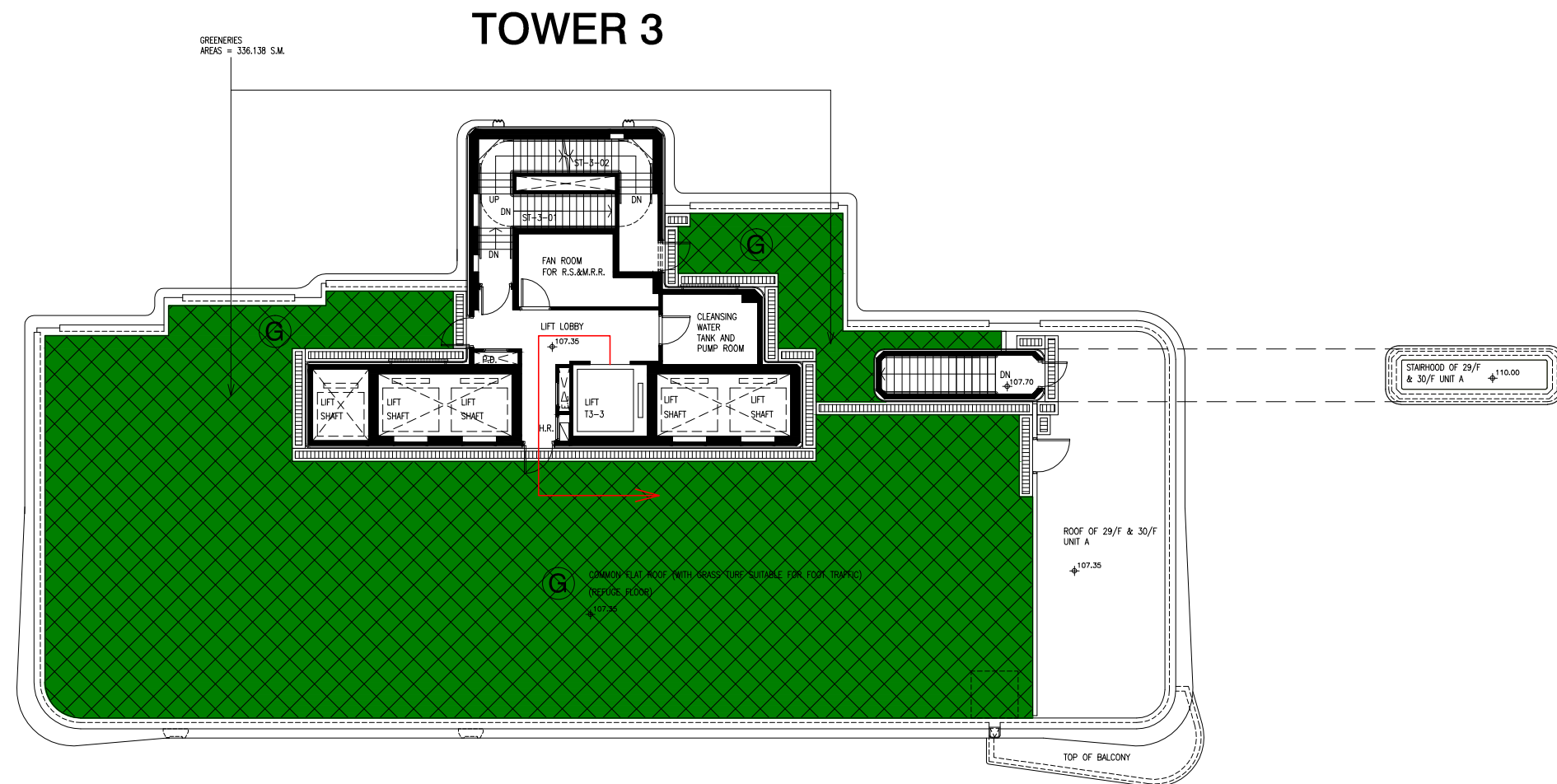
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LEGEND:

 GREENERIES AREAS

 COMMON ACCESS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

GREENERIES AREAS PLAN
TOWER 3 – ROOF PLAN
(PLAN DRAWING NO. DMC-G-005)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

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CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



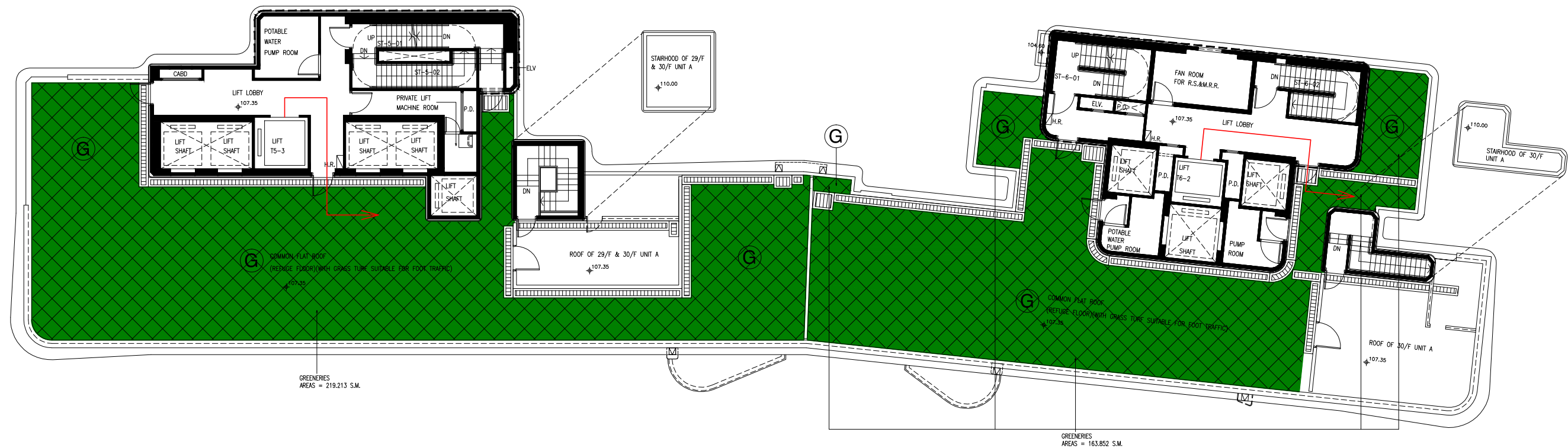
LEGEND:

 GREENERIES AREAS

 COMMON ACCESS

TOWER 5

TOWER 6



GREENERIES AREAS = 219.213 S.M.

GREENERIES AREAS = 163.852 S.M.

NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

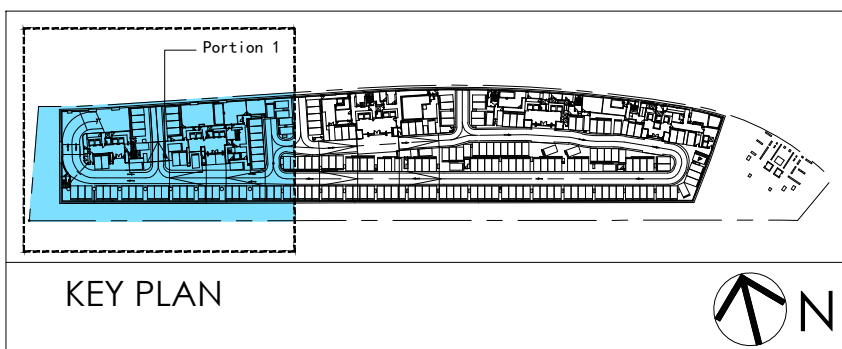
GREENERIES AREAS PLAN
TOWER 5 & TOWER 6 – ROOF PLAN
(PLAN DRAWING NO. DMC-G-006)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

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CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



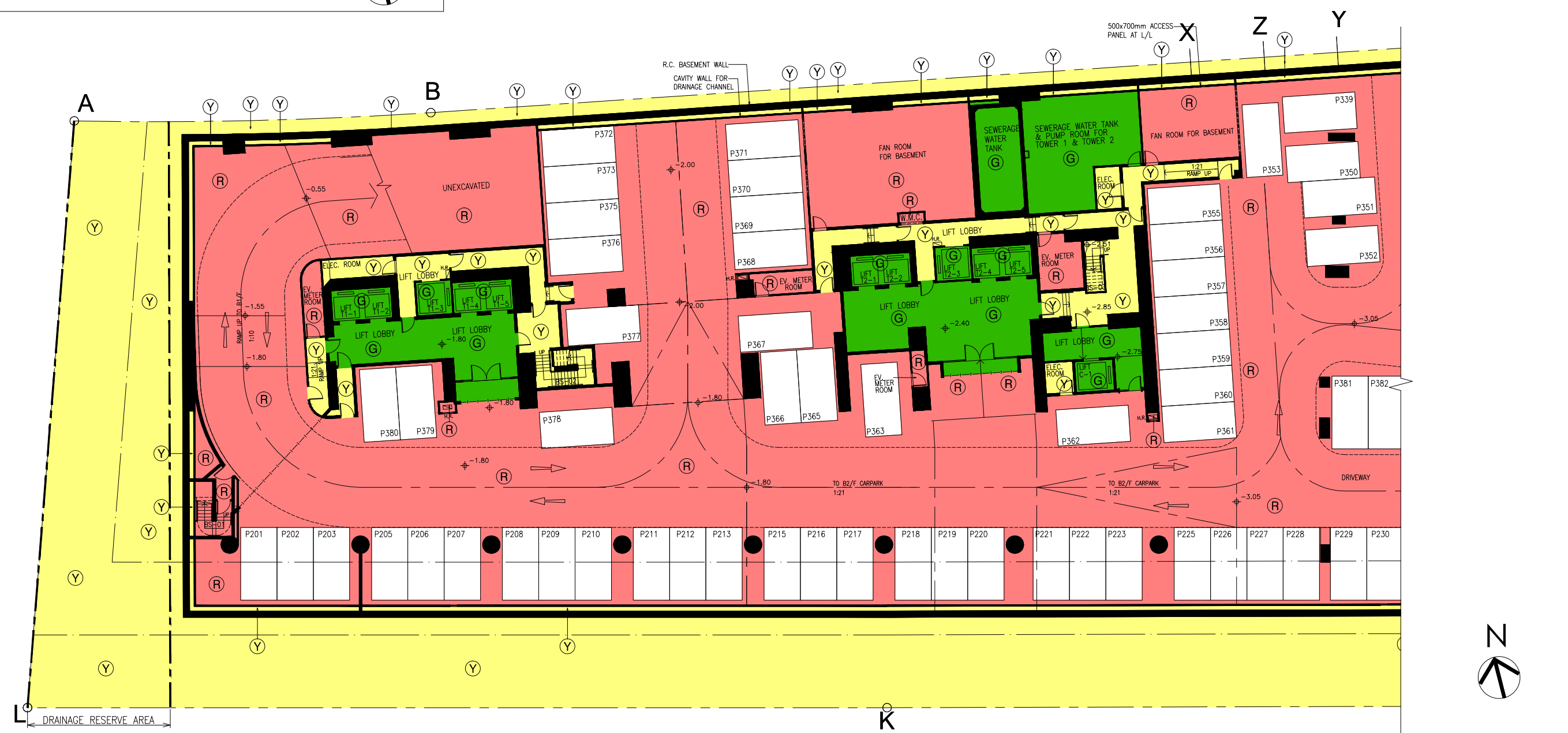
Basement 2 Carpark(Portion 1)

LEGEND:

G TOWER COMMON AREAS

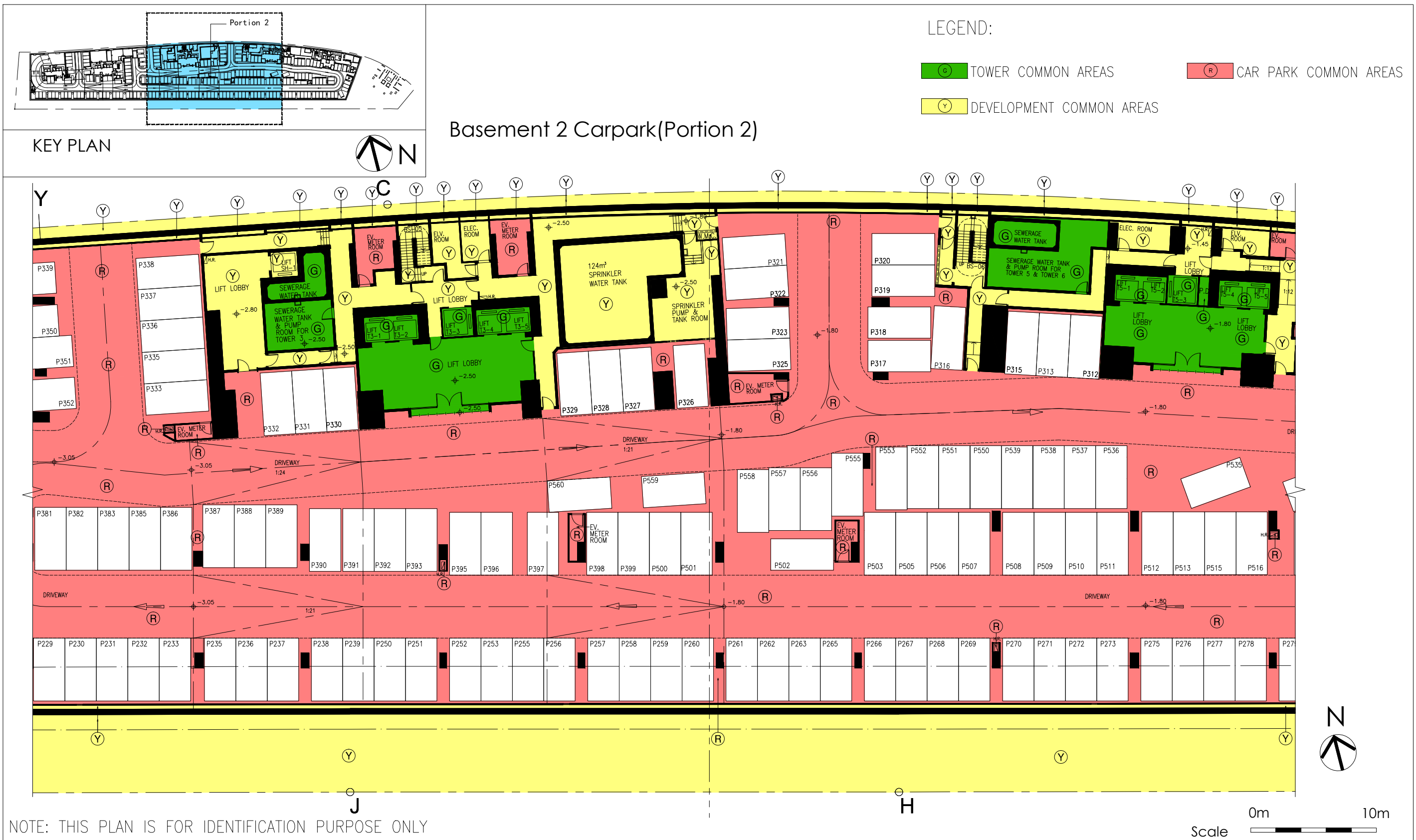
R CAR PARK COMMON AREAS

Y DEVELOPMENT COMMON AREAS

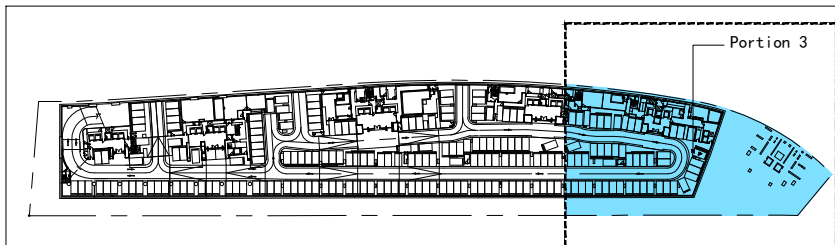


NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

AP LEI CHAU INLAND LOT NO. 136, LEE NAM ROAD, AP LEI CHAU, HONG KONG	BASEMENT 2 PLAN (PLAN DRAWING NO. DMC-P-001)	DLN Architects Limited 劉榮廣伍振民 建築師有限公司	ACCURACY OF THIS PLAN CERTIFIED BY: HENRY, LAU KING-CHIU AUTHORIZED PERSON DATE: FEB 2022
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AP LEI CHAU INLAND LOT NO. 136, LEE NAM ROAD, AP LEI CHAU, HONG KONG	BASEMENT 2 PLAN (PLAN DRAWING NO. DMC-P-002)	DLN Architects Limited 劉榮廣伍振民 建築師有限公司	ACCURACY OF THIS PLAN CERTIFIED BY: HENRY, LAU KING-CHIU AUTHORIZED PERSON DATE: FEB 2022
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KEY PLAN



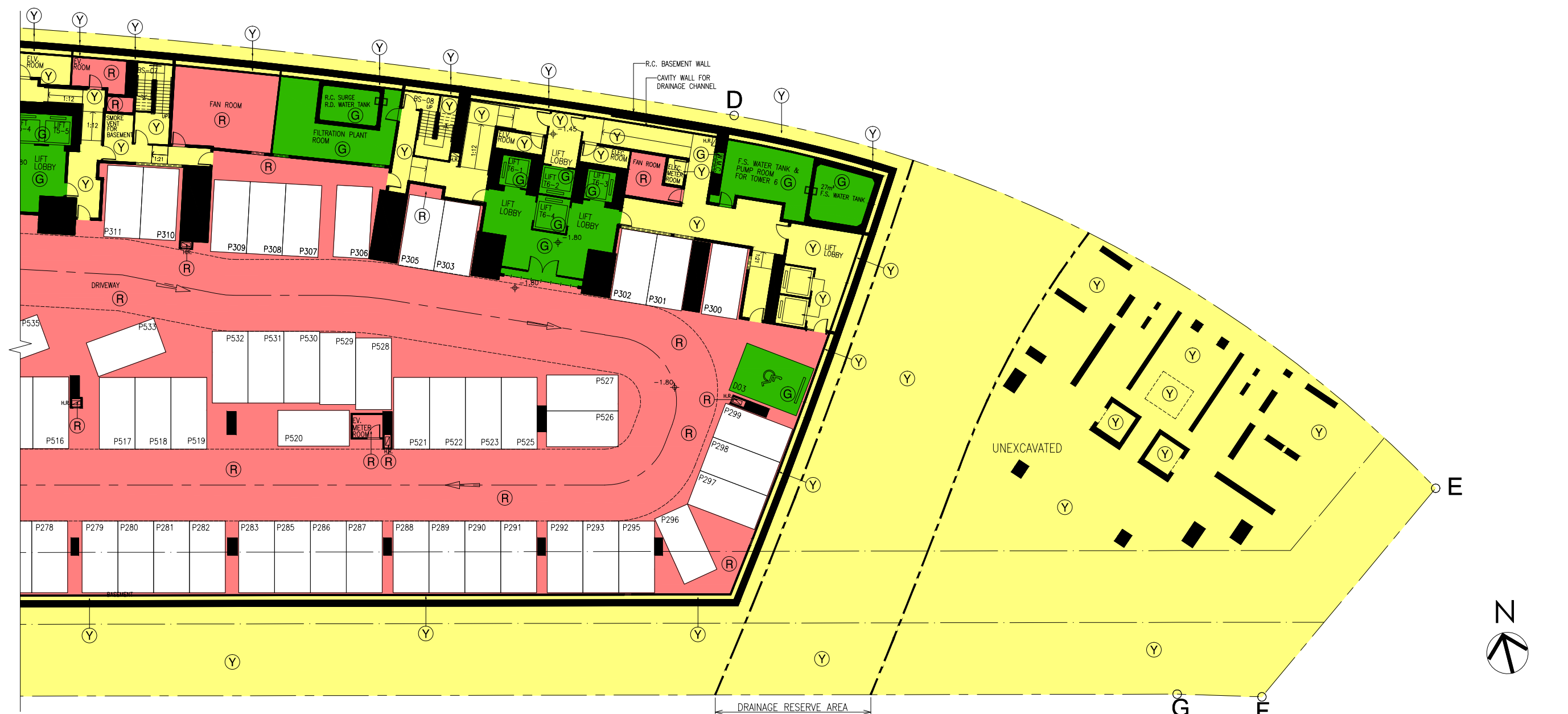
Basement 2 Carpark(Portion 3)

LEGEND:

G TOWER COMMON AREAS

R CAR PARK COMMON AREAS

Y DEVELOPMENT COMMON AREAS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

BASEMENT 2 PLAN
(PLAN DRAWING NO. DMC-P-003)

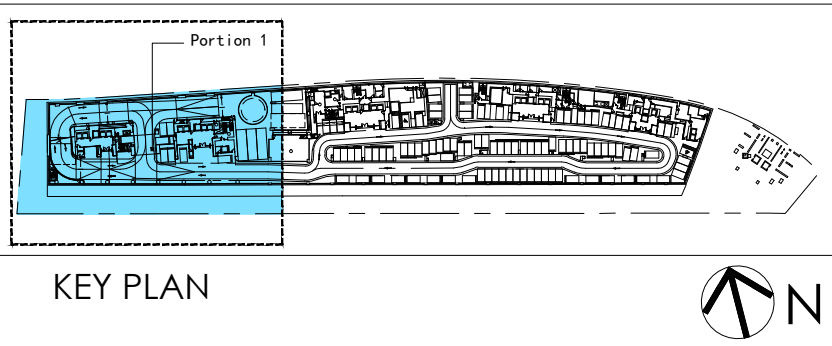
DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON

DATE: FEB 2022



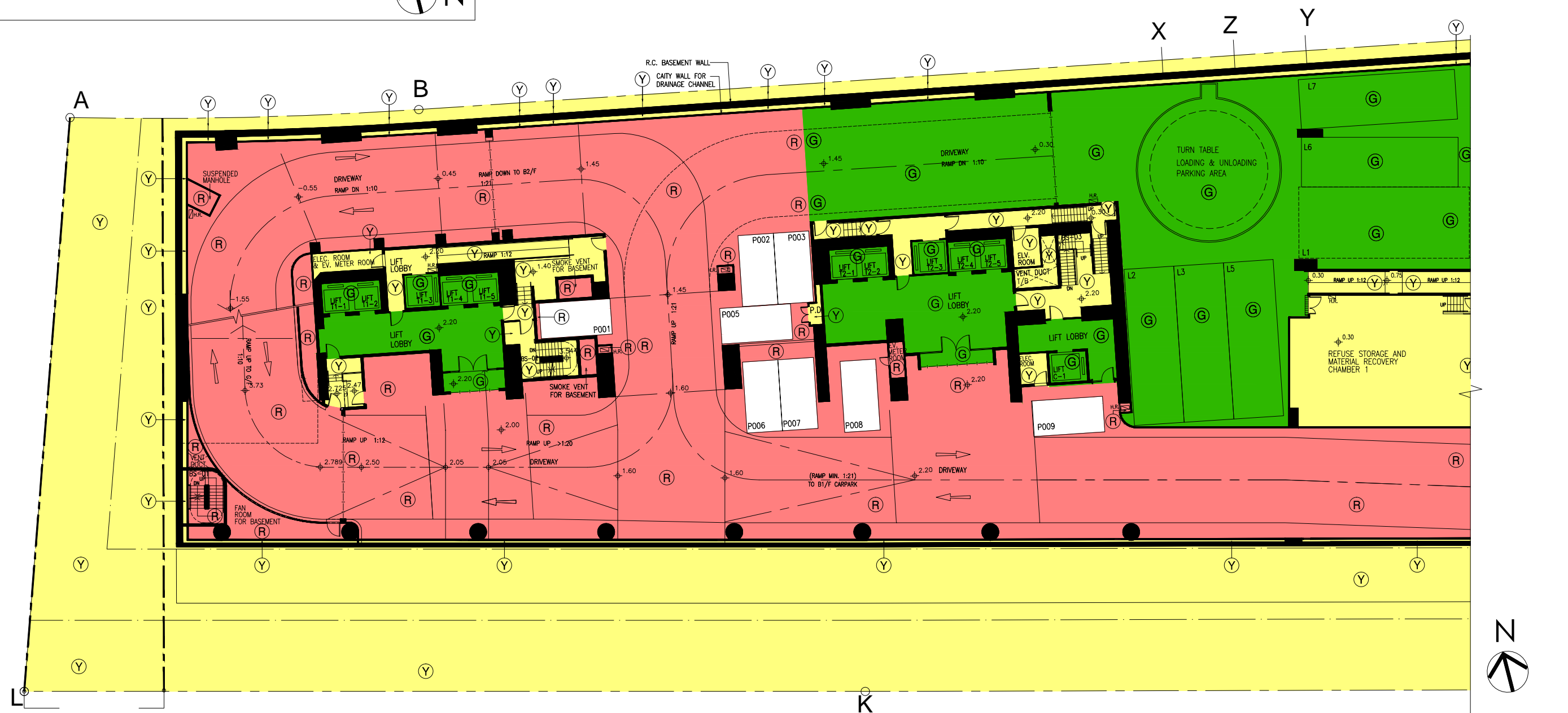
LEGEND:

(G) TOWER COMMON AREAS

(R) CAR PARK COMMON AREAS

(Y) DEVELOPMENT COMMON AREAS

Basement 1 Carpark(Portion 1)



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

BASEMENT 1 PLAN
(PLAN DRAWING NO. DMC-P-004)

DLN Architects Limited

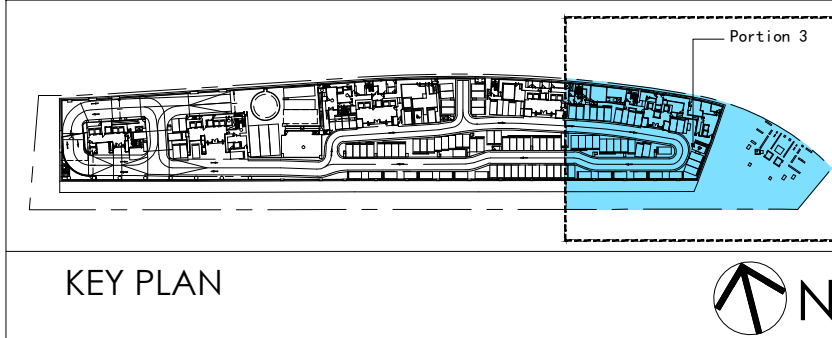
劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHI
AUTHORIZED PERSON

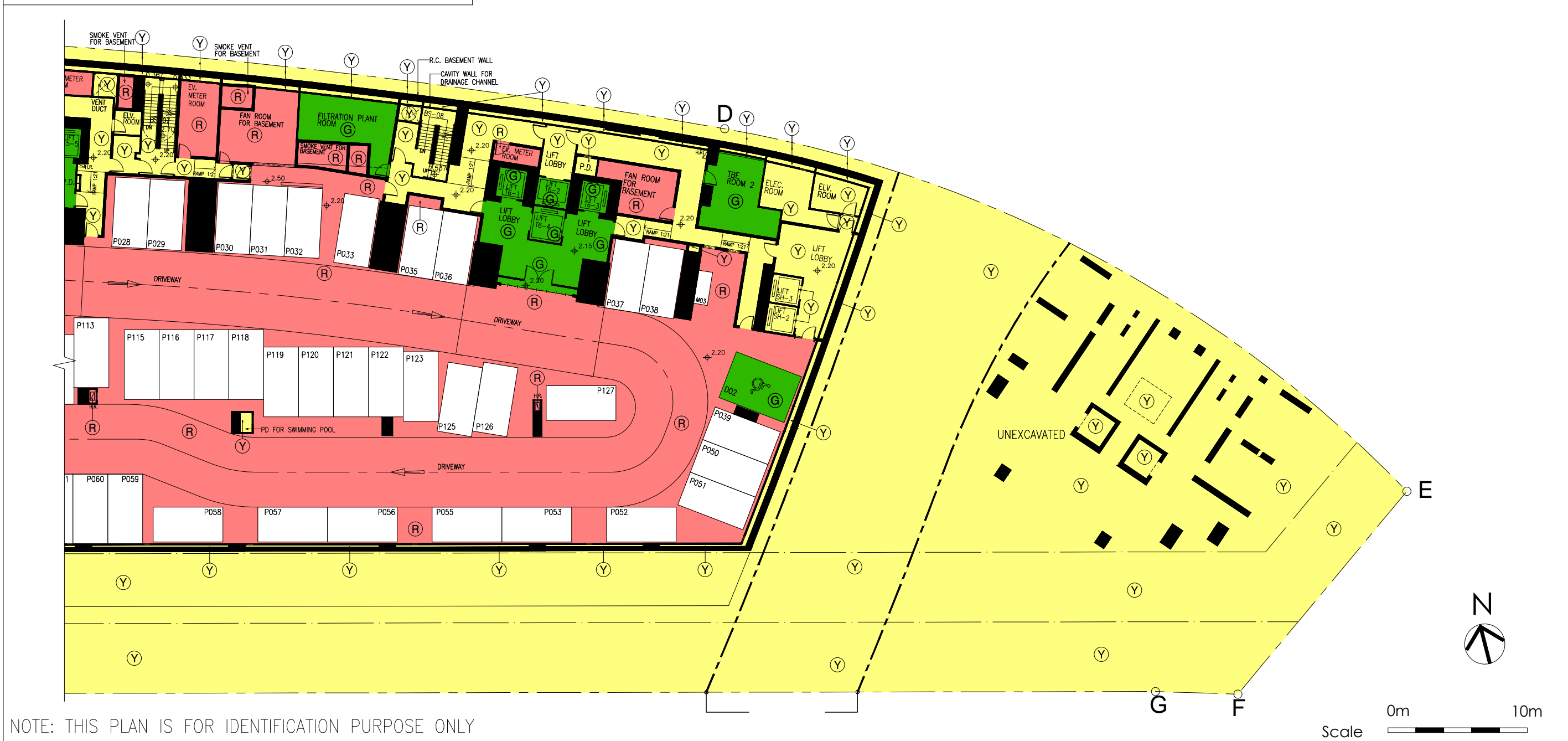
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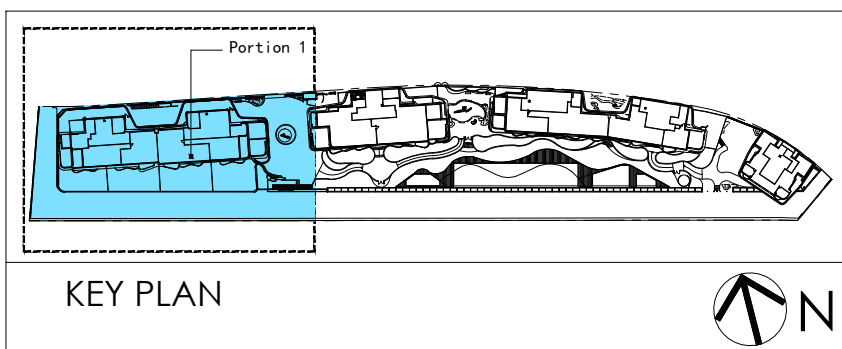
- LEGEND:
- TOWER COMMON AREAS
 - CAR PARK COMMON AREAS
 - DEVELOPMENT COMMON AREAS

Basement 1 Carpark(Portion 3)



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

AP LEI CHAU INLAND LOT NO. 136, LEE NAM ROAD, AP LEI CHAU, HONG KONG	BASEMENT 1 PLAN (PLAN DRAWING NO. DMC-P-006)	DLN Architects Limited 劉榮廣伍振民 建築師有限公司	ACCURACY OF THIS PLAN CERTIFIED BY: HENRY, LAU KING-CHIU AUTHORIZED PERSON DATE: FEB 2022
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Ground Floor(Portion 1)

- LEGEND:
- (G) TOWER COMMON AREAS
 - (Y) DEVELOPMENT COMMON AREAS
 - (R) CAR PARK COMMON AREAS
 - (+G+) RECREATIONAL FACILITIES
 - (G) COVERED LANDSCAPED AREAS



AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

GROUND FLOOR PLAN
(PLAN DRAWING NO. DMC-P-007)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON

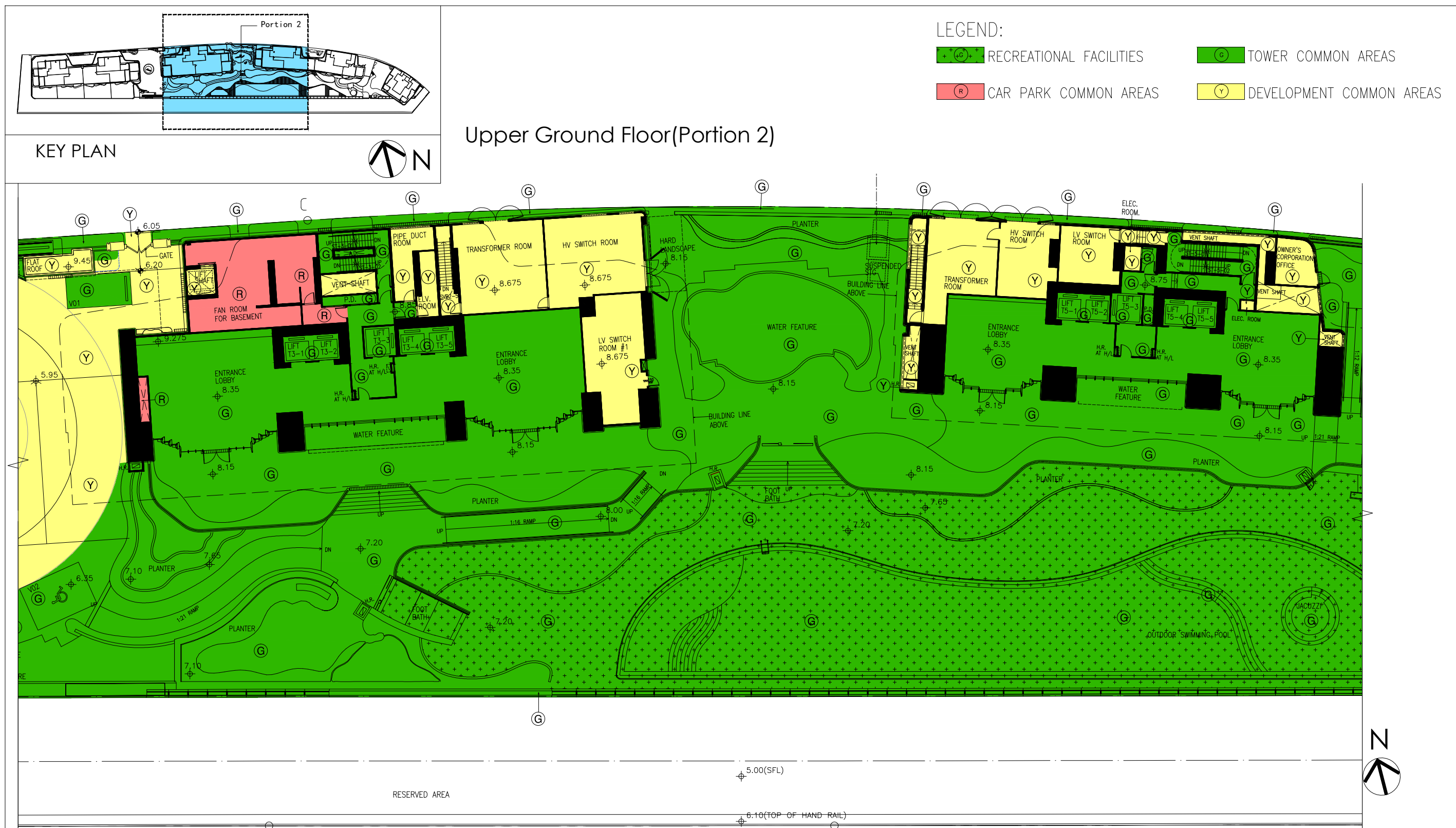
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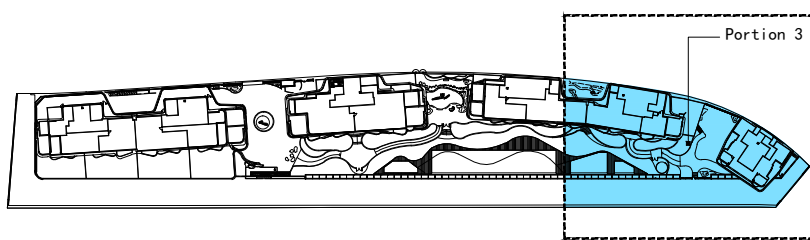
AP LEI CHAU INLAND LOT NO. 136, LEE NAM ROAD, AP LEI CHAU, HONG KONG	GROUND FLOOR PLAN (PLAN DRAWING NO. DMC-P-008)	DLN Architects Limited 劉榮廣伍振民 建築師有限公司	ACCURACY OF THIS PLAN CERTIFIED BY: HENRY, LAU KING-CHIU AUTHORIZED PERSON DATE: FEB 2022
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AP LEI CHAU INLAND LOT NO. 136, LEE NAM ROAD, AP LEI CHAU, HONG KONG	GROUND FLOOR PLAN (PLAN DRAWING NO. DMC-P-009)	DLN Architects Limited 劉榮廣伍振民 建築師有限公司	ACCURACY OF THIS PLAN CERTIFIED BY: HENRY, LAU KING-CHIU AUTHORIZED PERSON DATE: FEB 2022
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<p>AP LEI CHAU INLAND LOT NO. 136, LEE NAM ROAD, AP LEI CHAU, HONG KONG</p>	<p>UPPER GROUND FLOOR PLAN (PLAN DRAWING NO. DMC-P-011)</p>	<p>DLN Architects Limited 劉榮廣伍振民 建築師有限公司</p>	<p>ACCURACY OF THIS PLAN CERTIFIED BY:</p> <p>HENRY, LAU KING-CHIU AUTHORIZED PERSON</p> <p>DATE: FEB 2022</p>
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KEY PLAN



Upper Ground Floor(Portion 3)

LEGEND:

RECREATIONAL FACILITIES

TOWER COMMON AREAS

DEVELOPMENT COMMON AREAS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

UPPER GROUND FLOOR PLAN
(PLAN DRAWING NO. DMC-P-012)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON

DATE: FEB 2022

TOWER 1

TOWER 2



LEGEND:

- G TOWER COMMON AREAS
- Y DEVELOPMENT COMMON AREAS
- R CAR PARK COMMON AREAS
- G RECREATIONAL FACILITIES



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

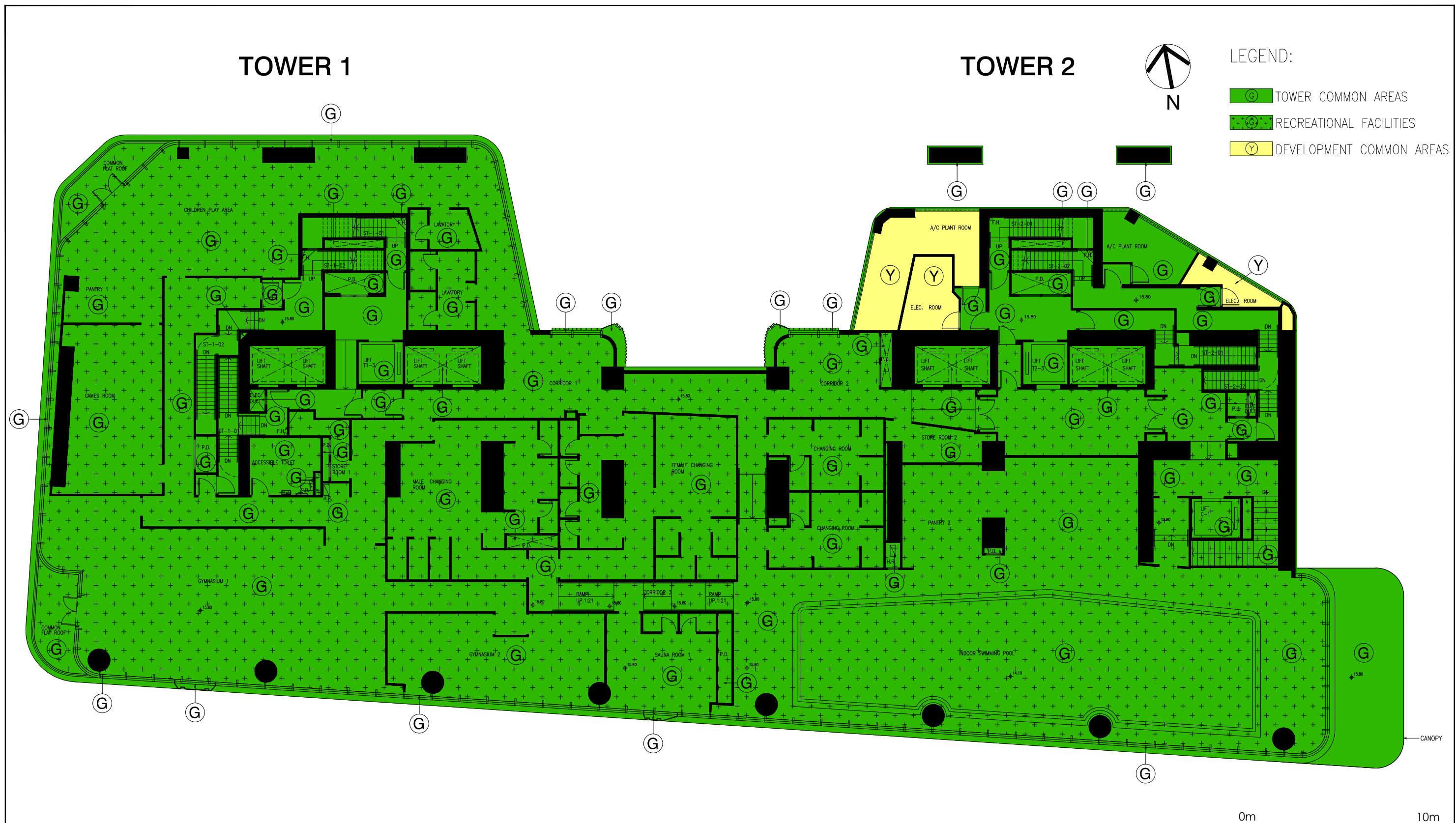
TOWER 1 & TOWER 2 –
E&M FLOOR PLAN
(PLAN DRAWING NO. DMC-T1&T2-001)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

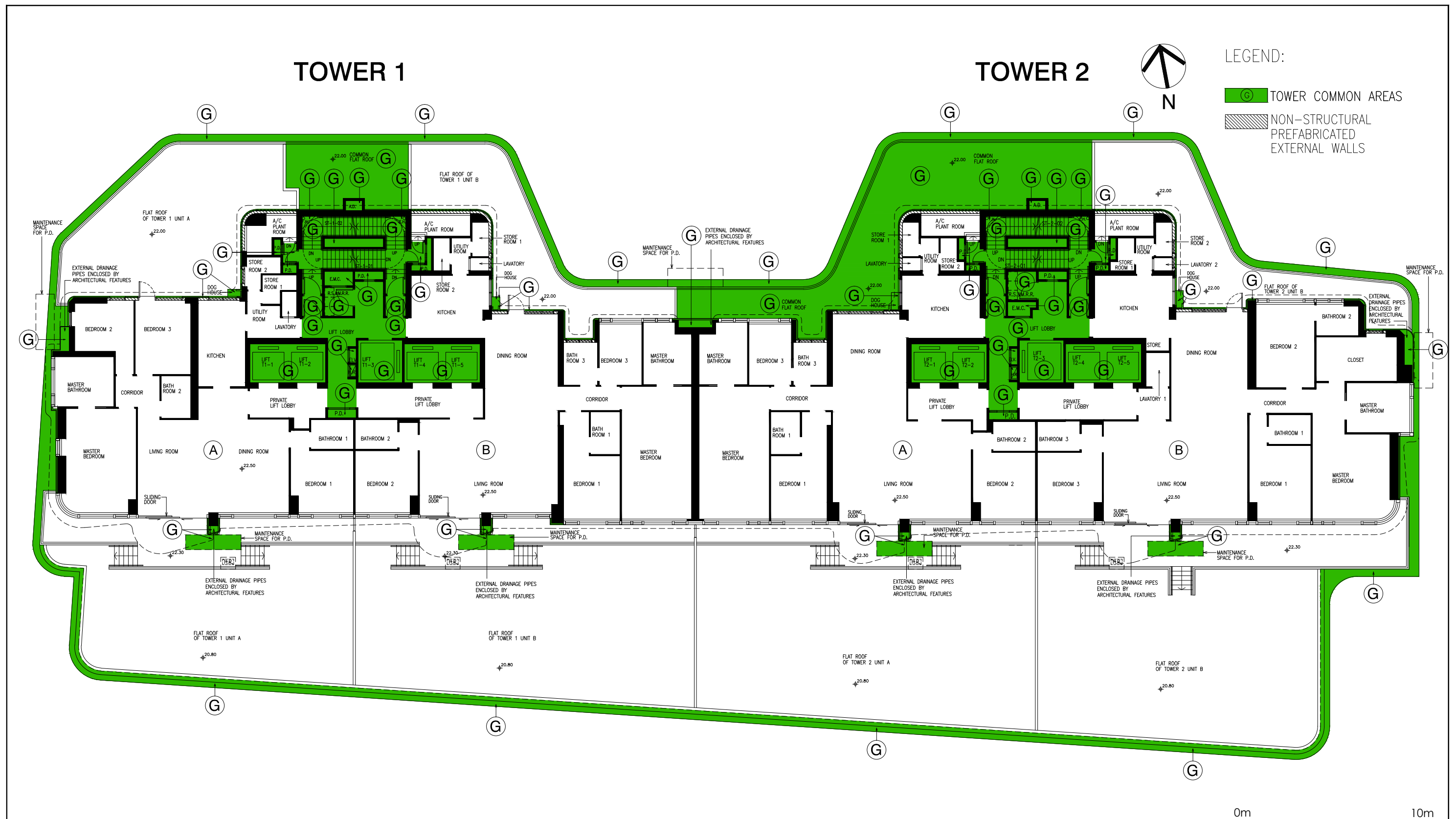
TOWER 1 & TOWER 2 –
FIRST FLOOR PLAN (1/F)
(PLAN DRAWING NO. DMC-T1&T2-002)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 1 & TOWER 2 –
SECOND FLOOR PLAN (2/F)
(PLAN DRAWING NO. DMC-T1&T2-003)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:


HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022

TOWER 1


TOWER 2



LEGEND:

 TOWER COMMON AREAS

 BALCONY

 NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 1 & TOWER 2 –
3/F , 5/F TO 10/F PLAN
(PLAN DRAWING NO. DMC-T1&T2-004)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022

TOWER 1

TOWER 2



LEGEND:

G TOWER COMMON AREAS

BALCONY

NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 1 & TOWER 2 –
11/F, 12/F & 15/F PLAN
(PLAN DRAWING NO. DMC-T1&T2-005)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022

TOWER 1

TOWER 2



LEGEND:

 TOWER COMMON AREAS

 BALCONY

 NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 1 & TOWER 2 –
16/F TO 18/F PLAN
(PLAN DRAWING NO. DMC-T1&T2-006)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON

DATE: FEB 2022

TOWER 1

TOWER 2

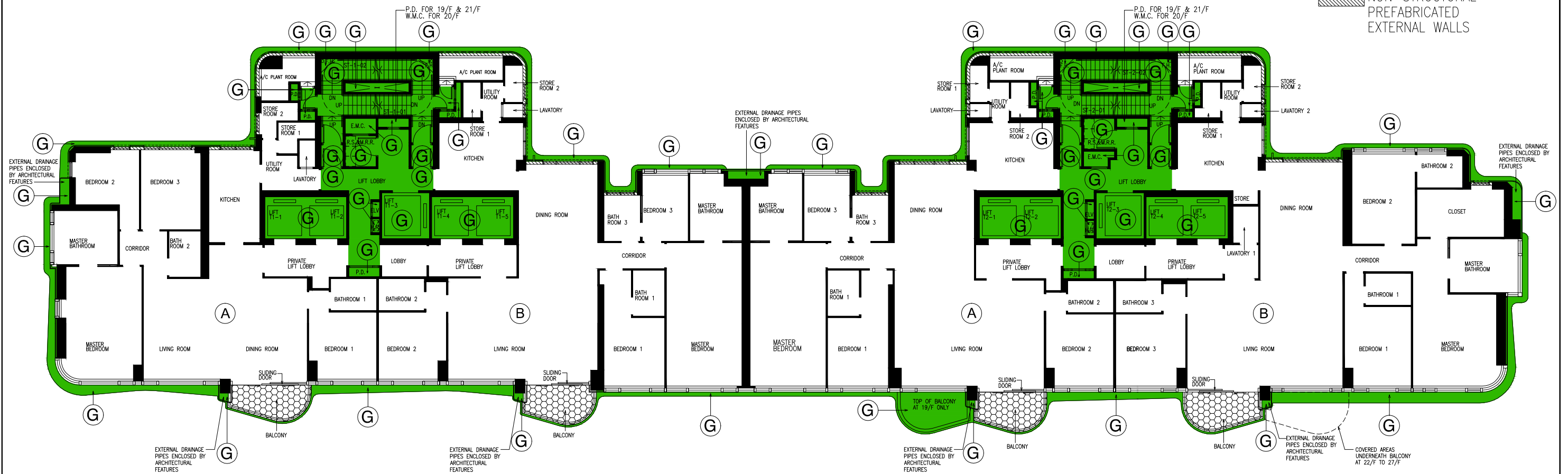


LEGEND:

G TOWER COMMON AREAS

BALCONY

NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 1 & TOWER 2 –
19/F TO 21/F PLAN
(PLAN DRAWING NO. DMC-T1&T2-007)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022

TOWER 1

TOWER 2



LEGEND:

G TOWER COMMON AREAS

BALCONY

NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 1 & TOWER 2 –
22/F, 23/F, 25/F TO 26/F PLAN
(PLAN DRAWING NO. DMC-T1&T2-008)

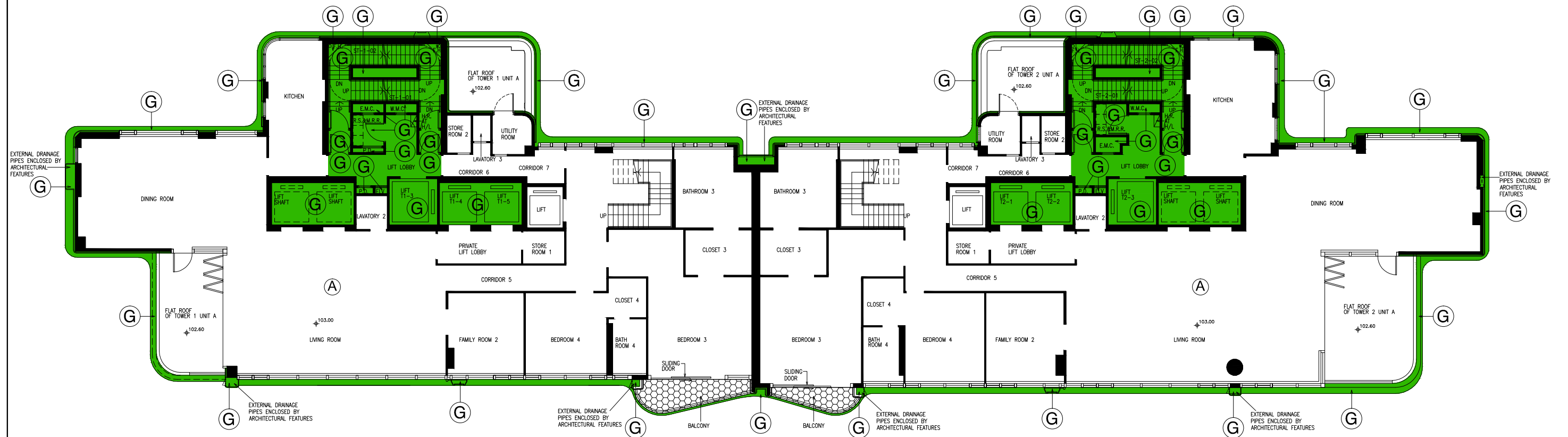
DLN Architects Limited

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ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022

TOWER 2

 BALCONY

0m 10m

Scale 

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022

TOWER 1

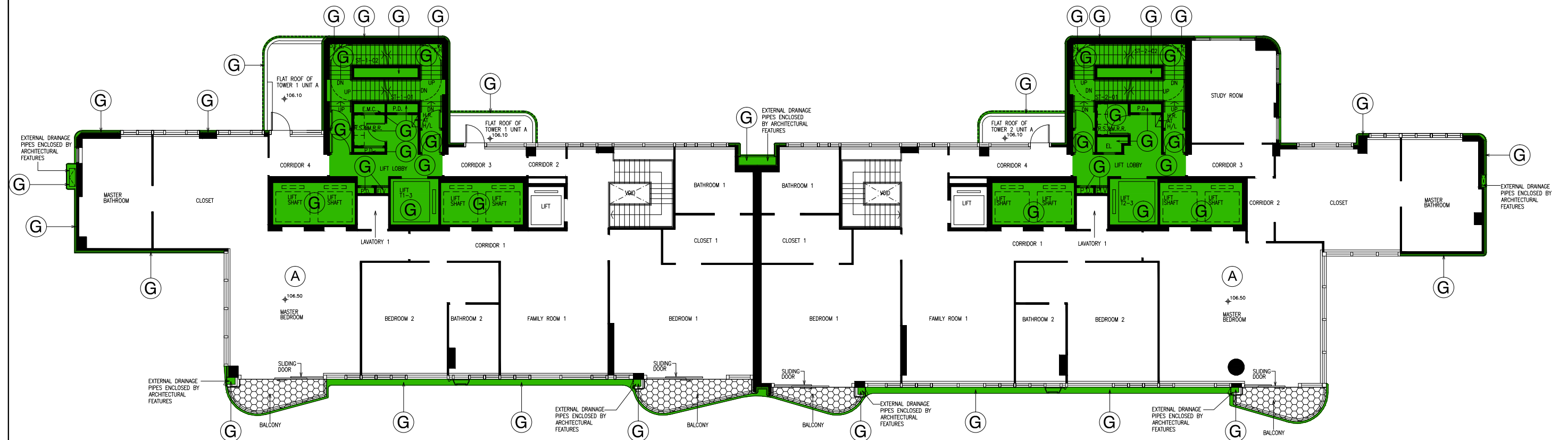
TOWER 2



LEGEND:

G TOWER COMMON AREAS

BALCONY



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

Scale 0m 10m

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 1 & TOWER 2 –
UPPER DUPLEX FLOOR PLAN (30/F)
(PLAN DRAWING NO. DMC-T1&T2-012)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

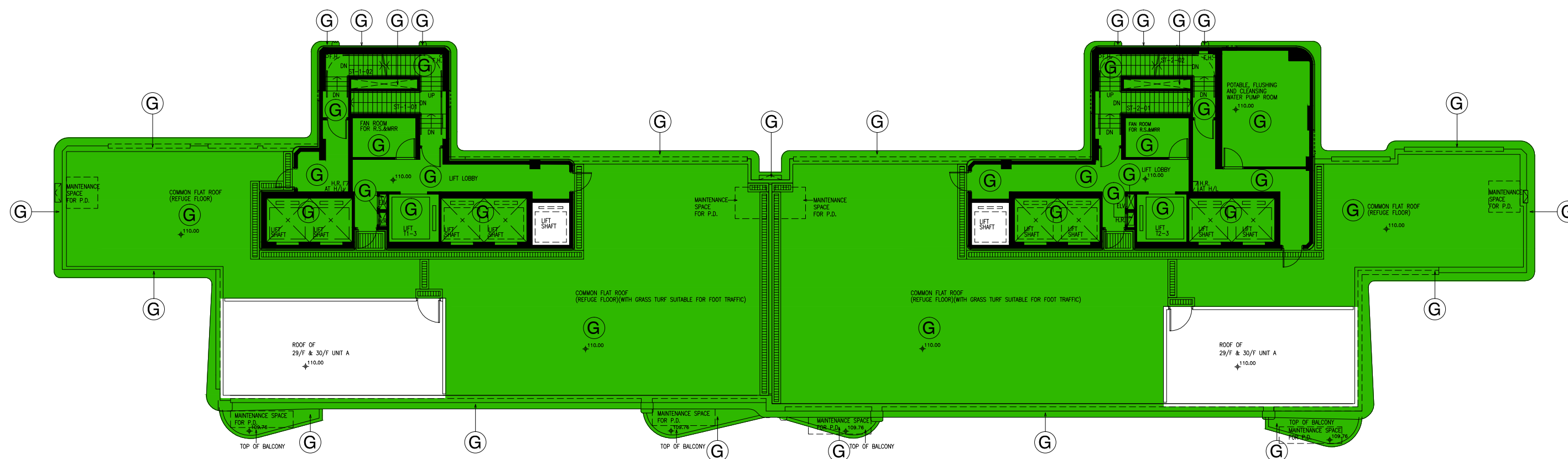
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CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON

DATE: FEB 2022



TOWER 2



0m 10m

Scale 

TOWER 1 & TOWER 2 – ROOF PLAN
(PLAN DRAWING NO. DMC-T1&T2-013)

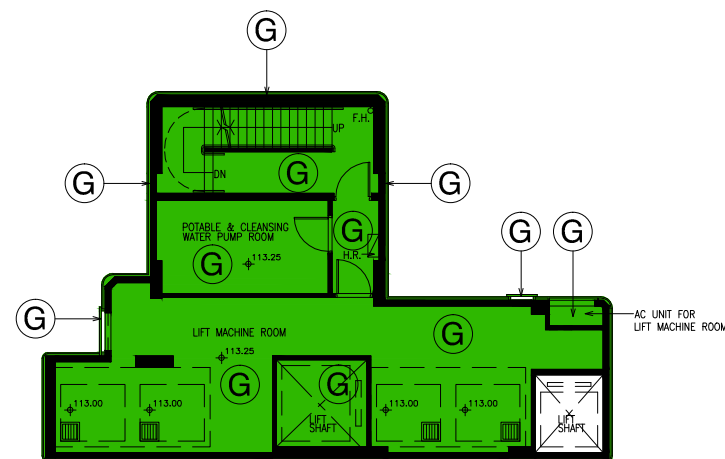
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CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022

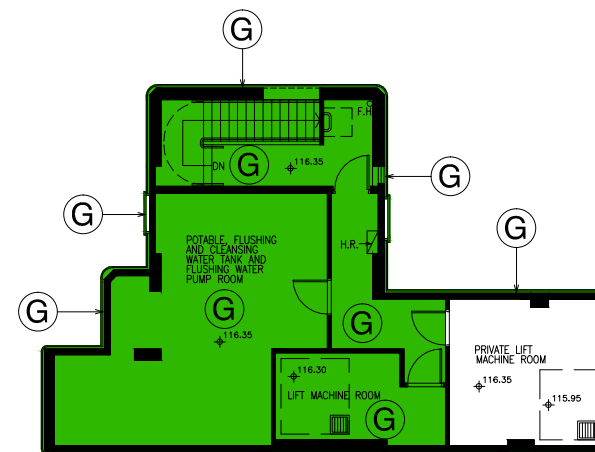


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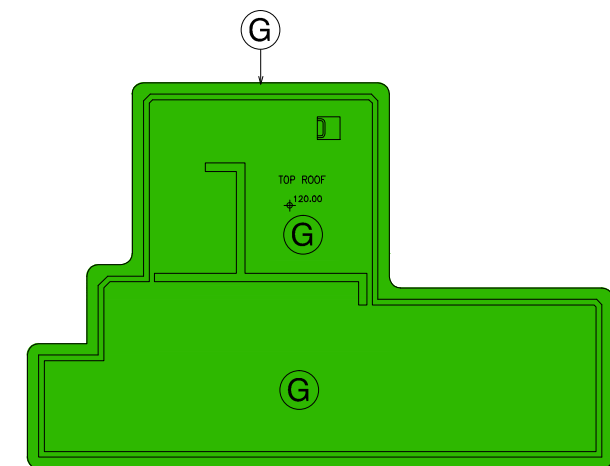
-  TOWER COMMON AREAS
-  DEVELOPMENT COMMON AREAS



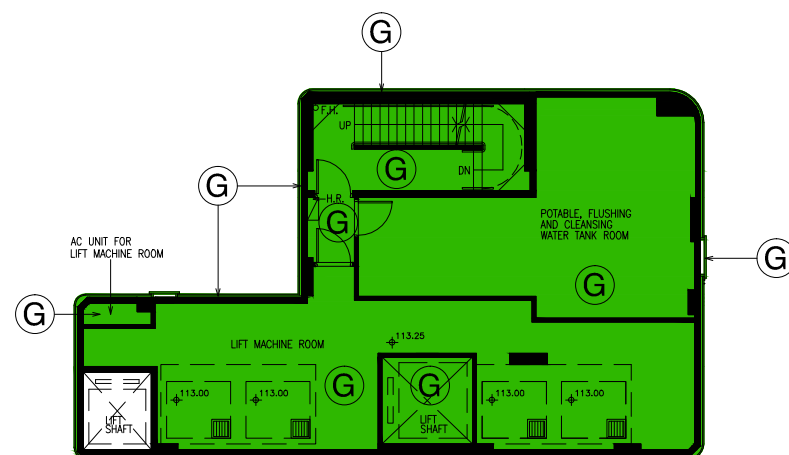
TOWER 1 – LIFT MACHINE ROOM PLAN



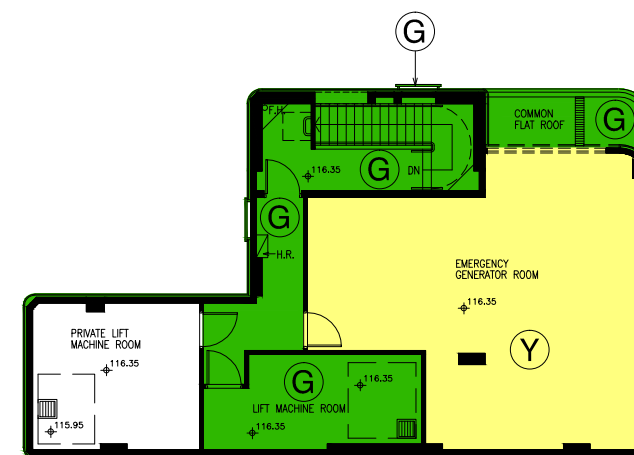
TOWER 1 – UPPER ROOF PLAN



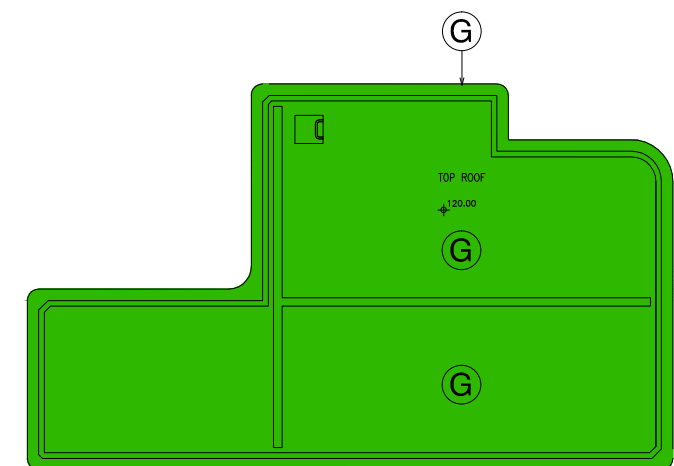
TOWER 1 – TOP ROOF PLAN



TOWER 2 – LIFT MACHINE ROOM PLAN



TOWER 2 – UPPER ROOF PLAN



TOWER 2 – TOP ROOF PLAN

NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 1 & TOWER 2 –
LIFT MACHINE ROOM ,
UPPER ROOF & TOP ROOF PLAN
(PLAN DRAWING NO. DMC-T1&T2-014)

DLN Architects Limited


劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022

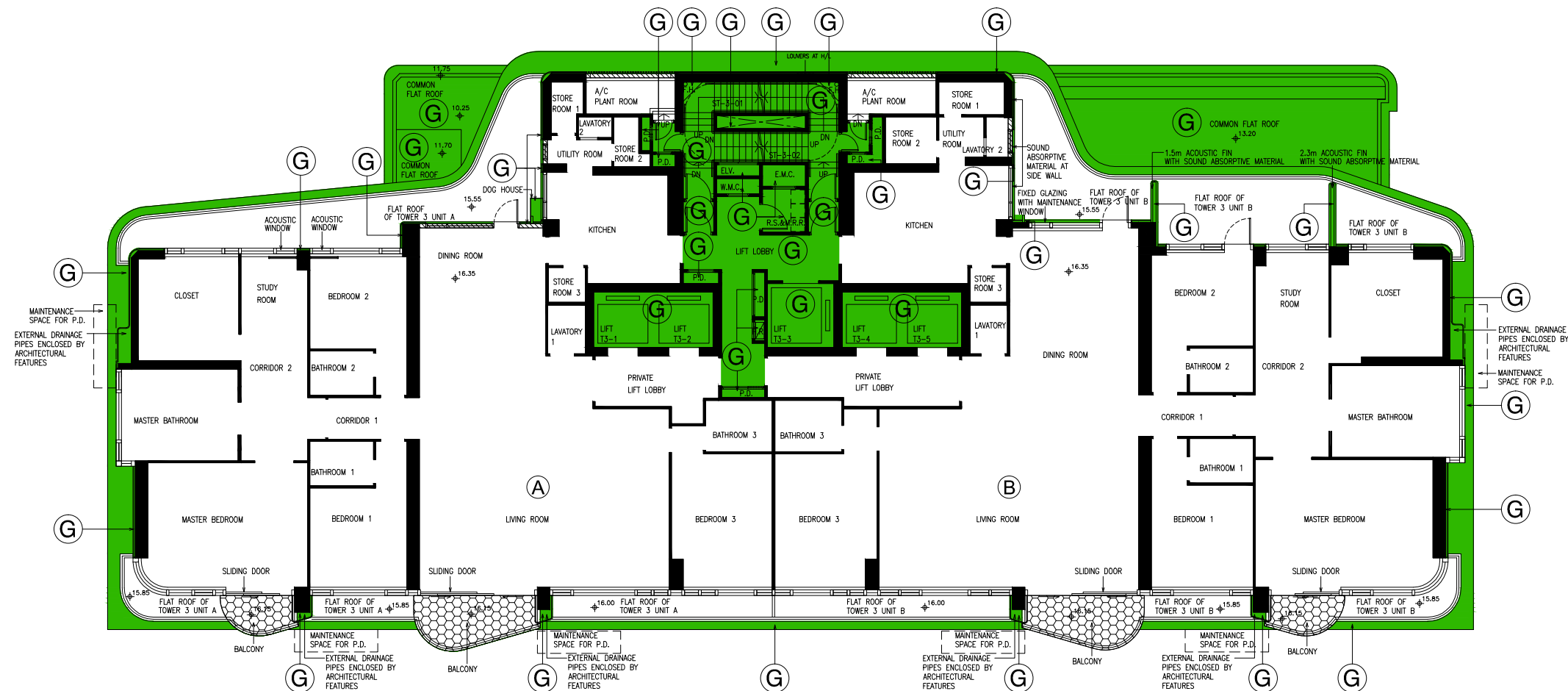


LEGEND:

 TOWER COMMON AREAS

 BALCONY

 NON-STRUCTURAL
PREFABRICATED
EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 3 –
FIRST FLOOR PLAN (1/F)
(PLAN DRAWING NO. DMC-T3-001)

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ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON

DATE: FEB 2022

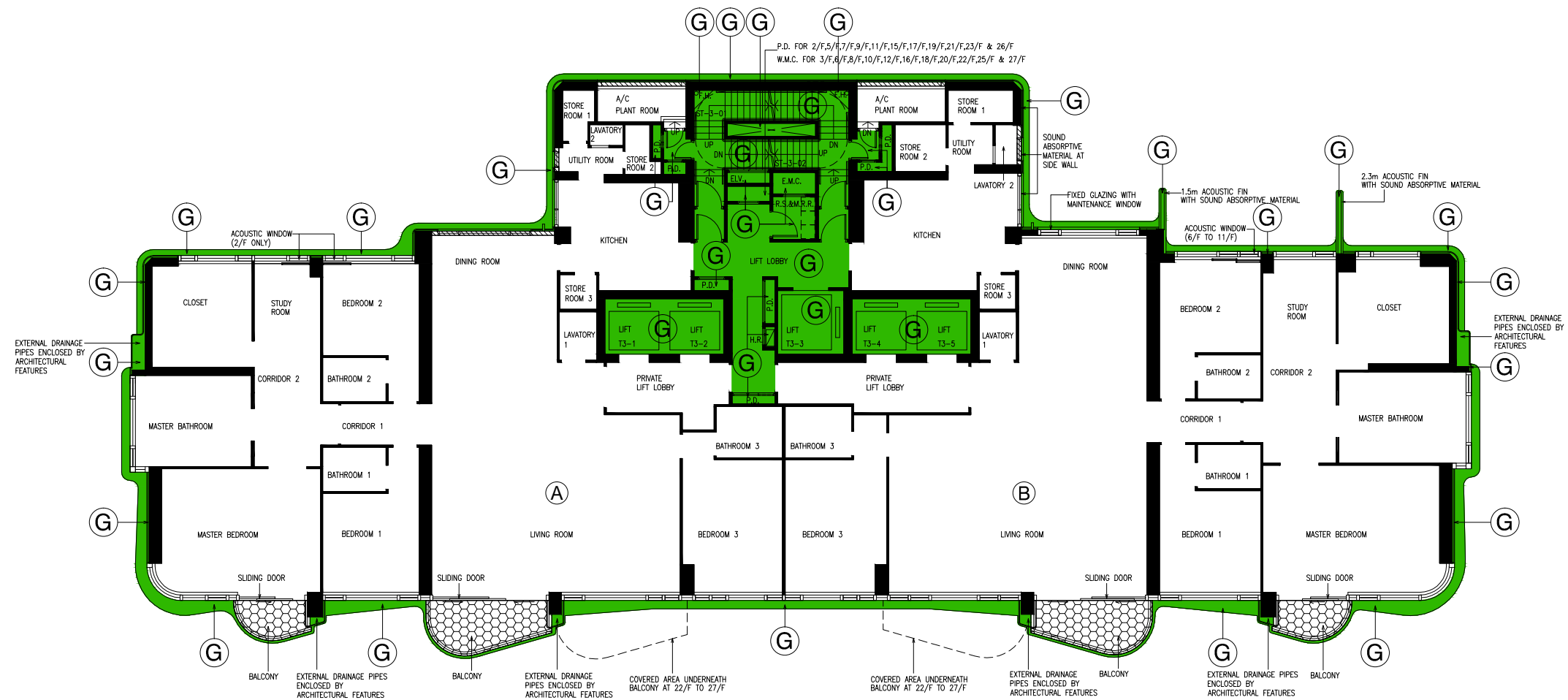


LEGEND:

 TOWER COMMON AREAS

 BALCONY

 NON-STRUCTURAL
PREFABRICATED
EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 3 –
2/F, 3/F, 5/F TO 12/F,
15/F TO 21/F PLAN
(PLAN DRAWING NO. DMC-T3-002)

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ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022

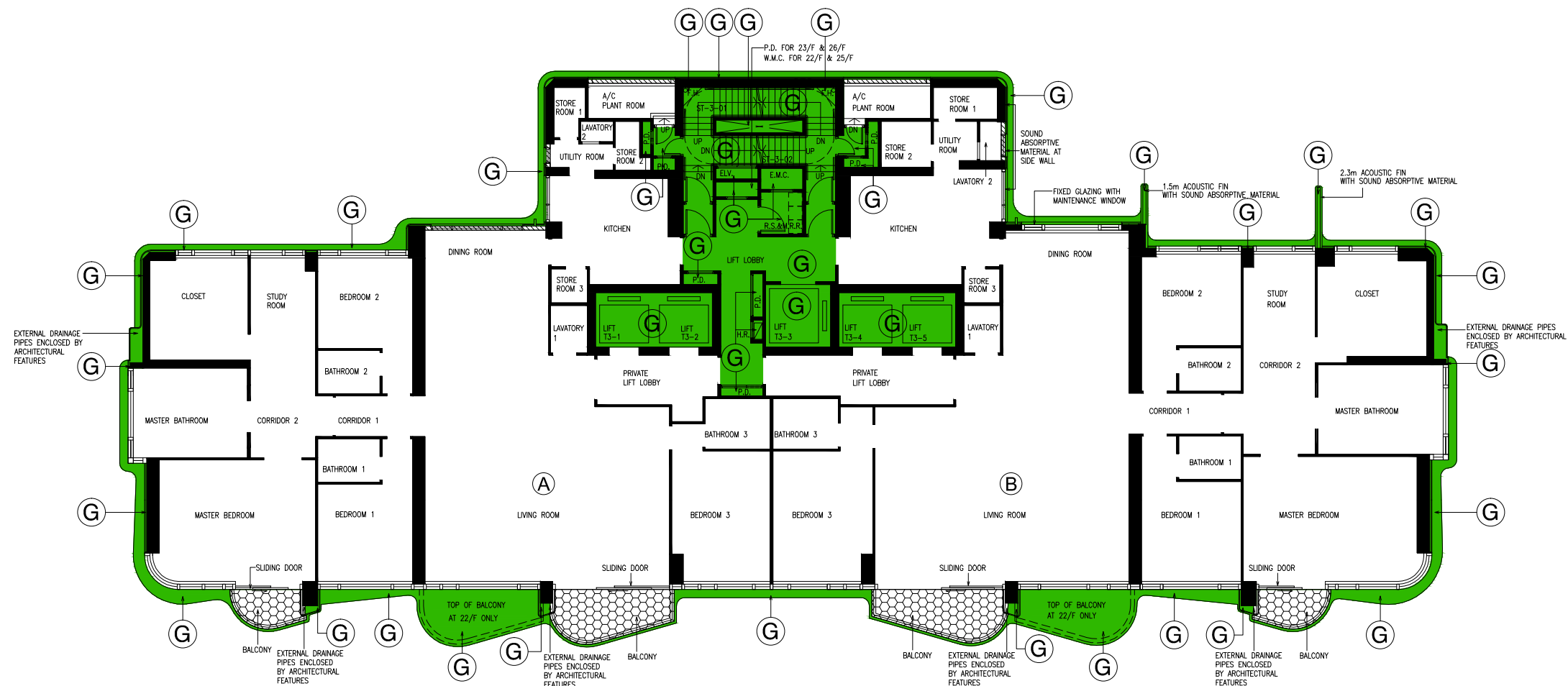


LEGEND:

 TOWER COMMON AREAS

 BALCONY

 NON-STRUCTURAL
PREFABRICATED
EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 3 – 22/F TO 23/F,
25/F TO 26/F PLAN
(PLAN DRAWING NO. DMC-T3-003)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022

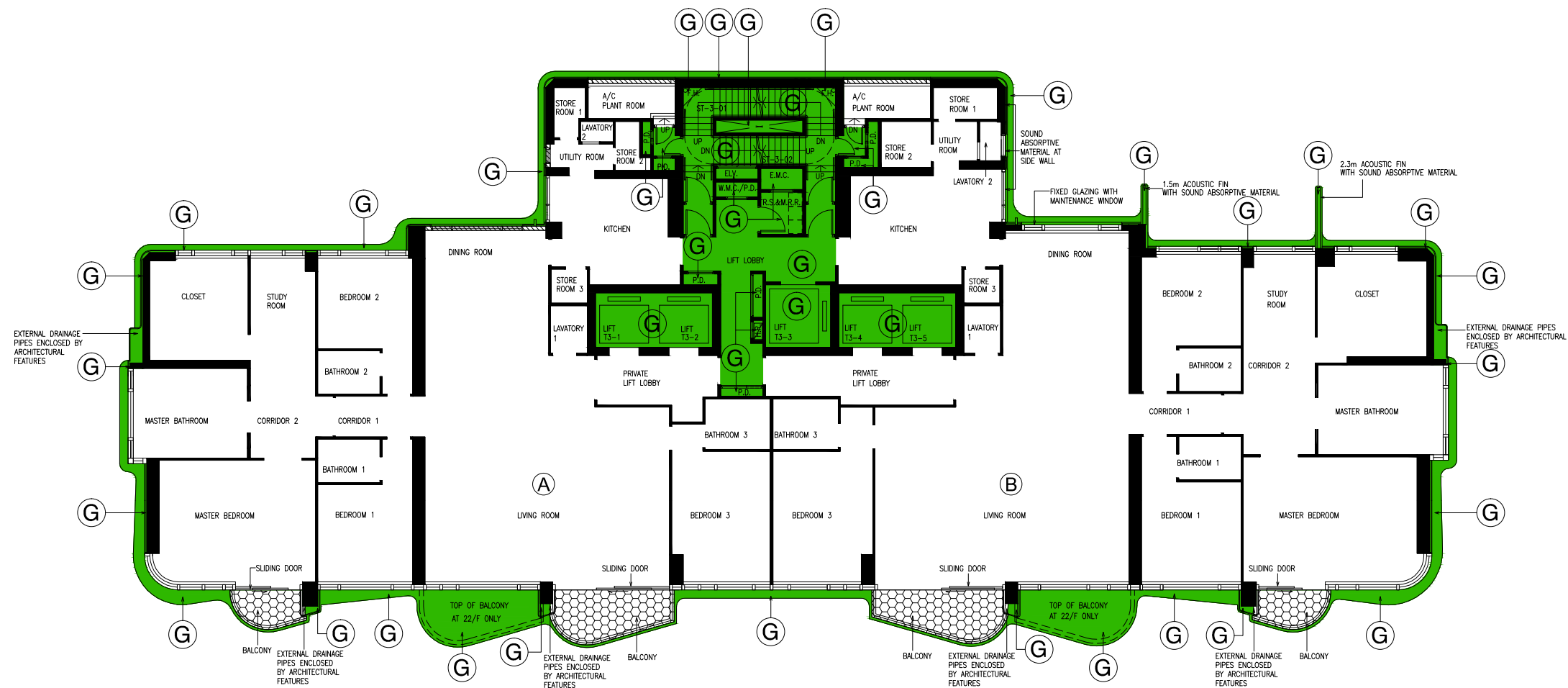


LEGEND:

 TOWER COMMON AREAS

 BALCONY

 NON-STRUCTURAL
PREFABRICATED
EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 3 - 27/F PLAN
(PLAN DRAWING NO. DMC-T3-004)

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ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



LEGEND:

 TOWER COMMON AREAS

 BALCONY



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 3 –
SIMPLEX FLOOR PLAN (28/F)
(PLAN DRAWING NO. DMC-T3-005)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

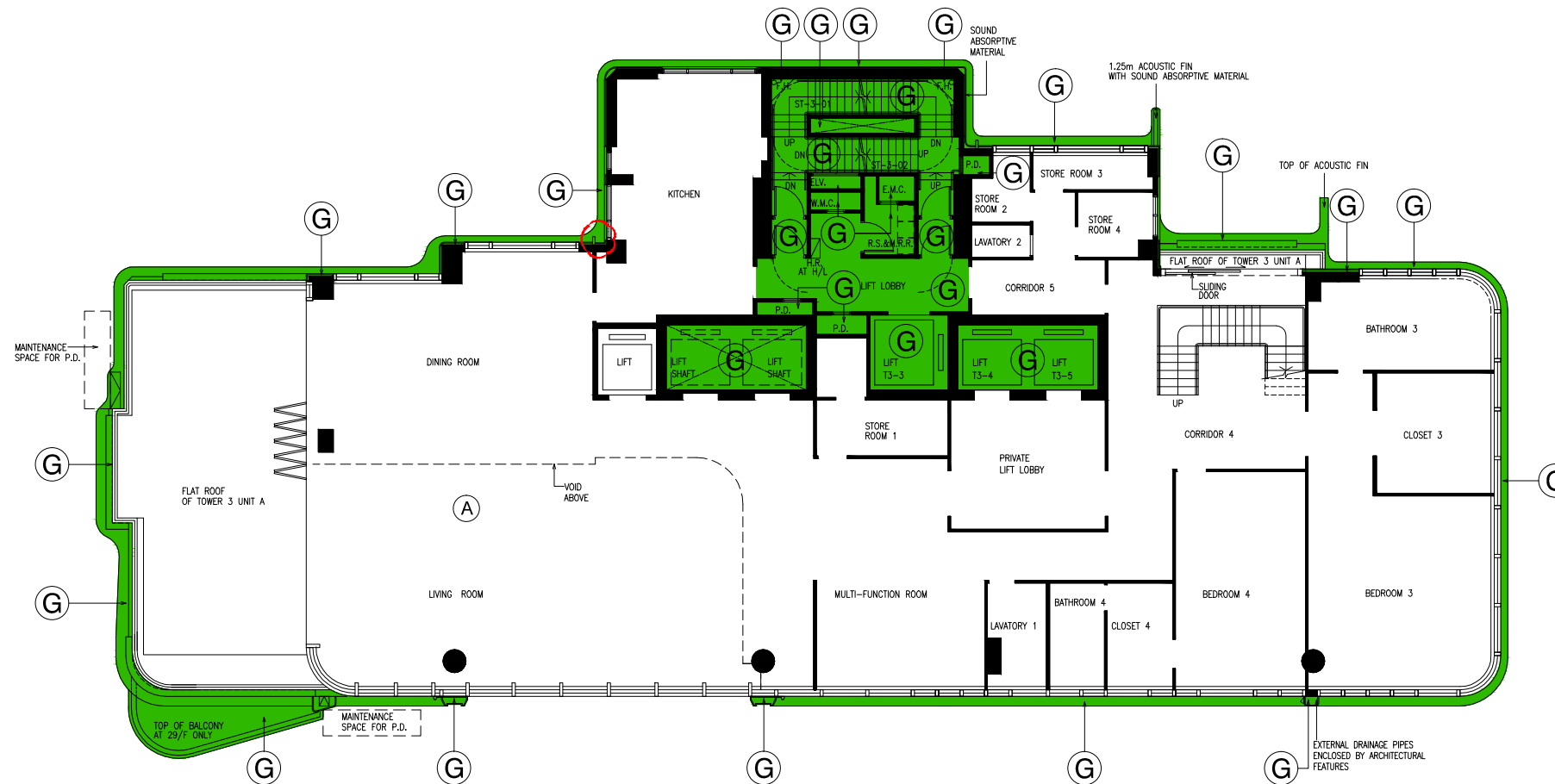
ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



LEGEND:

 TOWER COMMON AREAS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

Scale  0m 10m

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 3 –
LOWER DUPLEX FLOOR PLAN (29/F)
(PLAN DRAWING NO. DMC-T3-006)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
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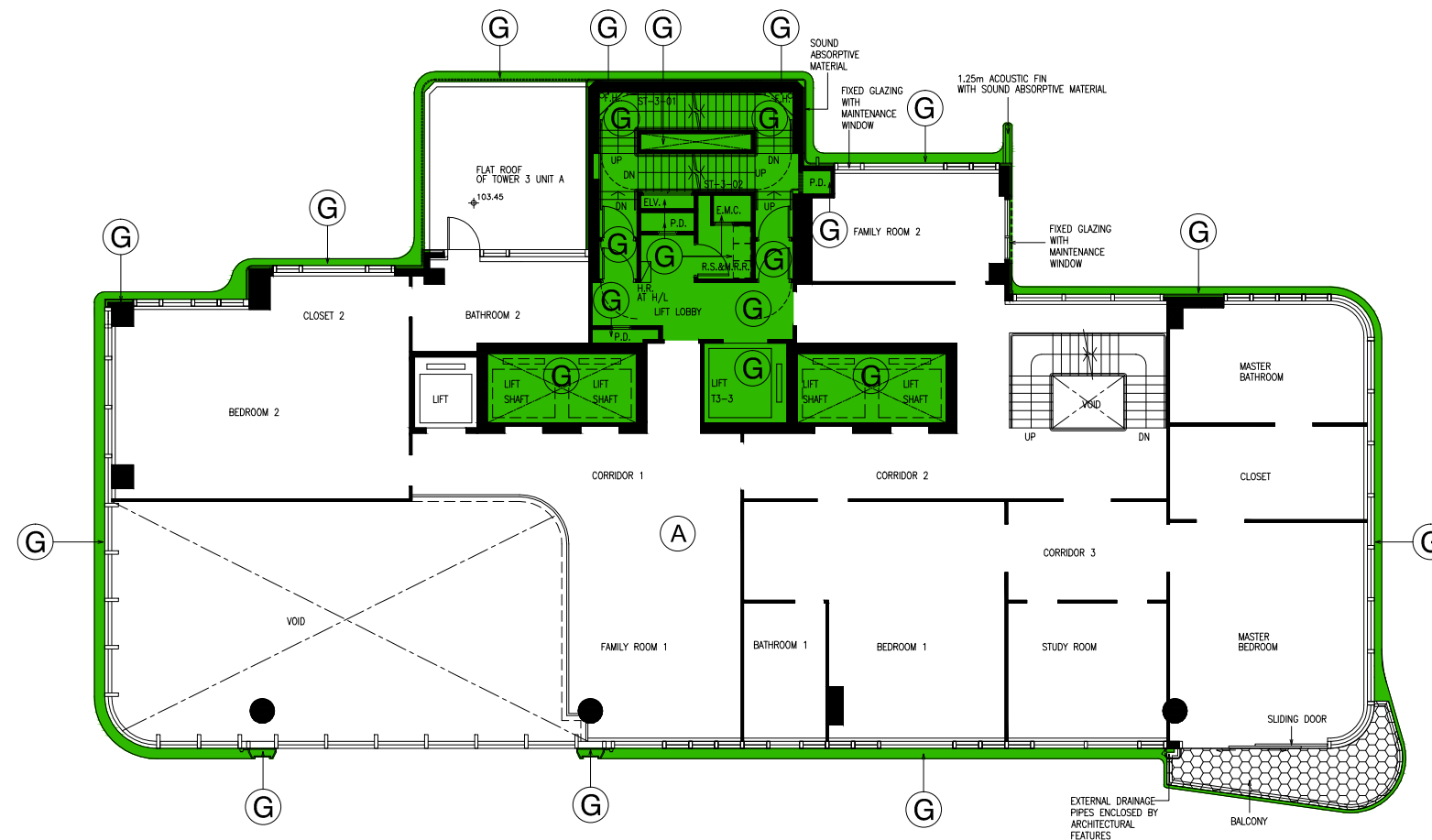
HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



LEGEND:

 TOWER COMMON AREAS

 BALCONY



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

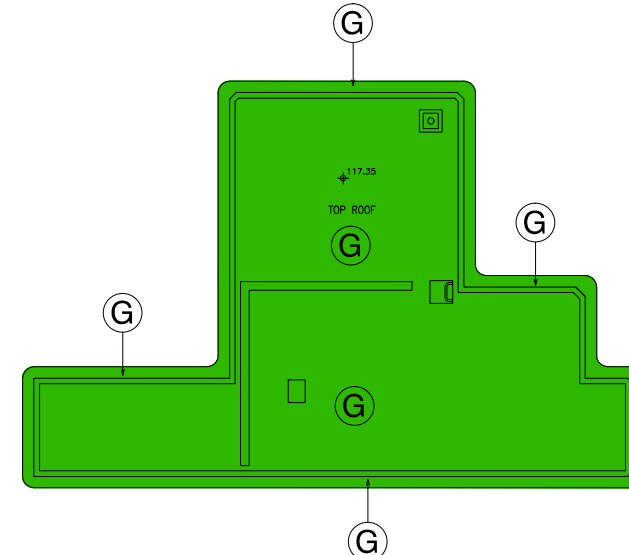
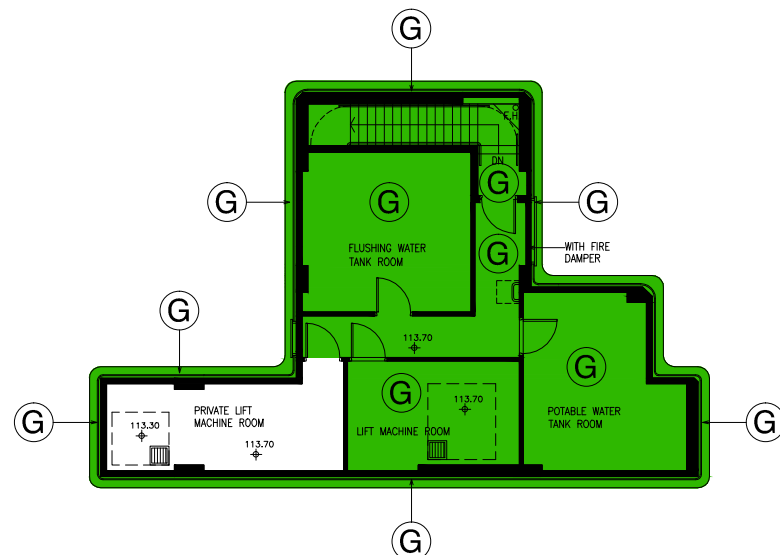
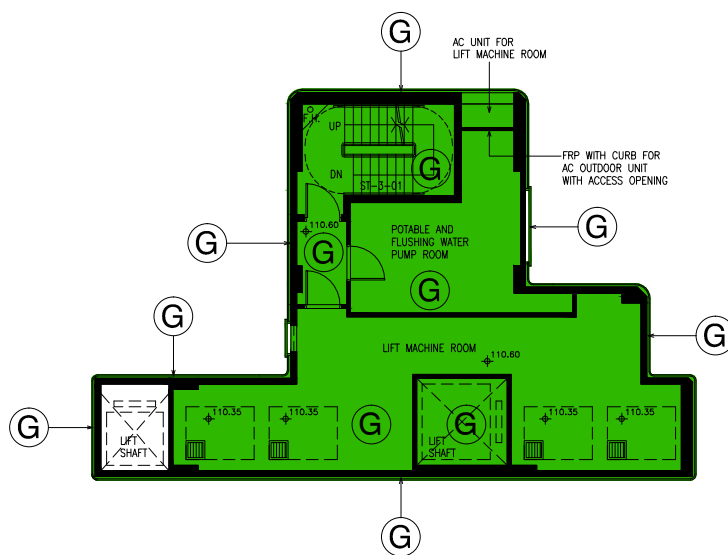
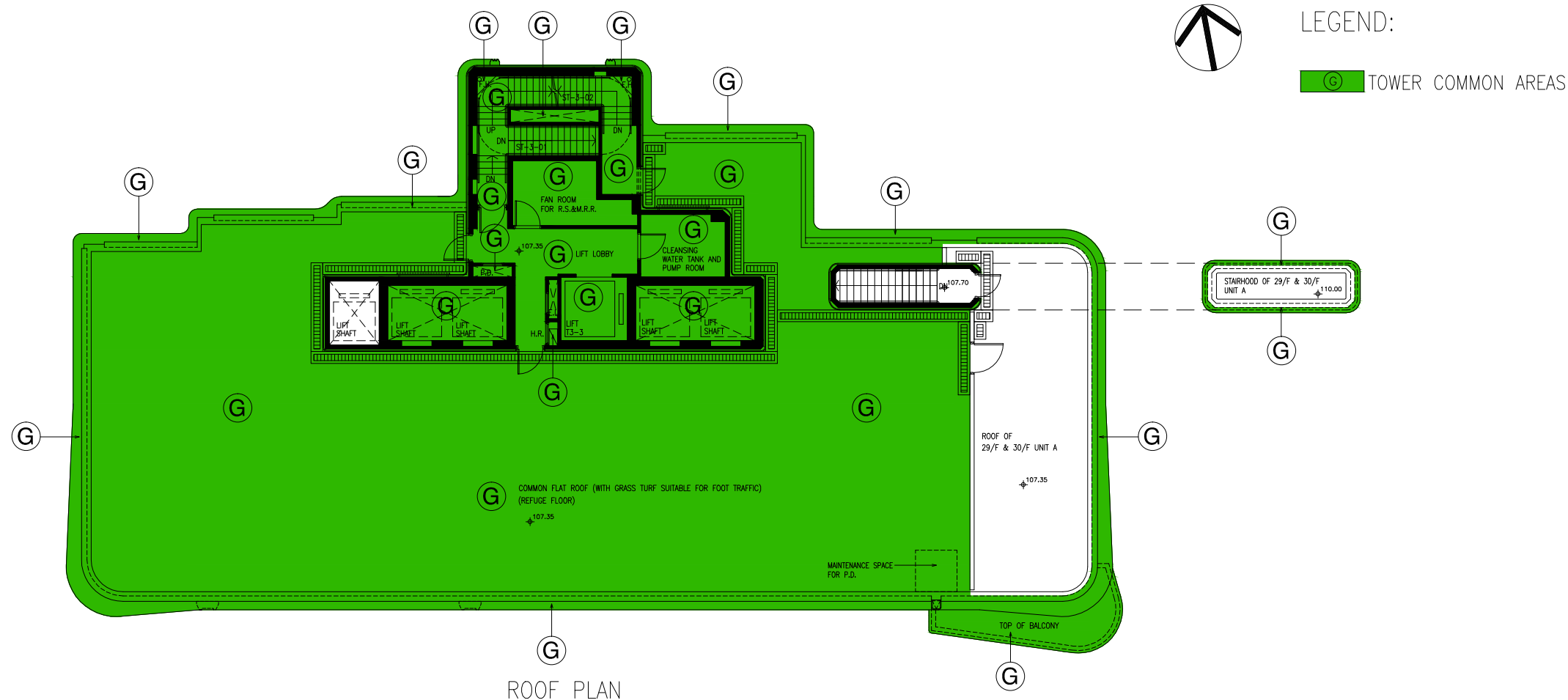
TOWER 3 –
UPPER DUPLEX FLOOR PLAN (30/F)
(PLAN DRAWING NO. DMC-T3-007)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

Scale 0m 10m

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 3 –
ROOF, LIFT MACHINE ROOM,
UPPER ROOF AND TOP ROOF PLAN
(PLAN DRAWING NO. DMC-T3-008)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

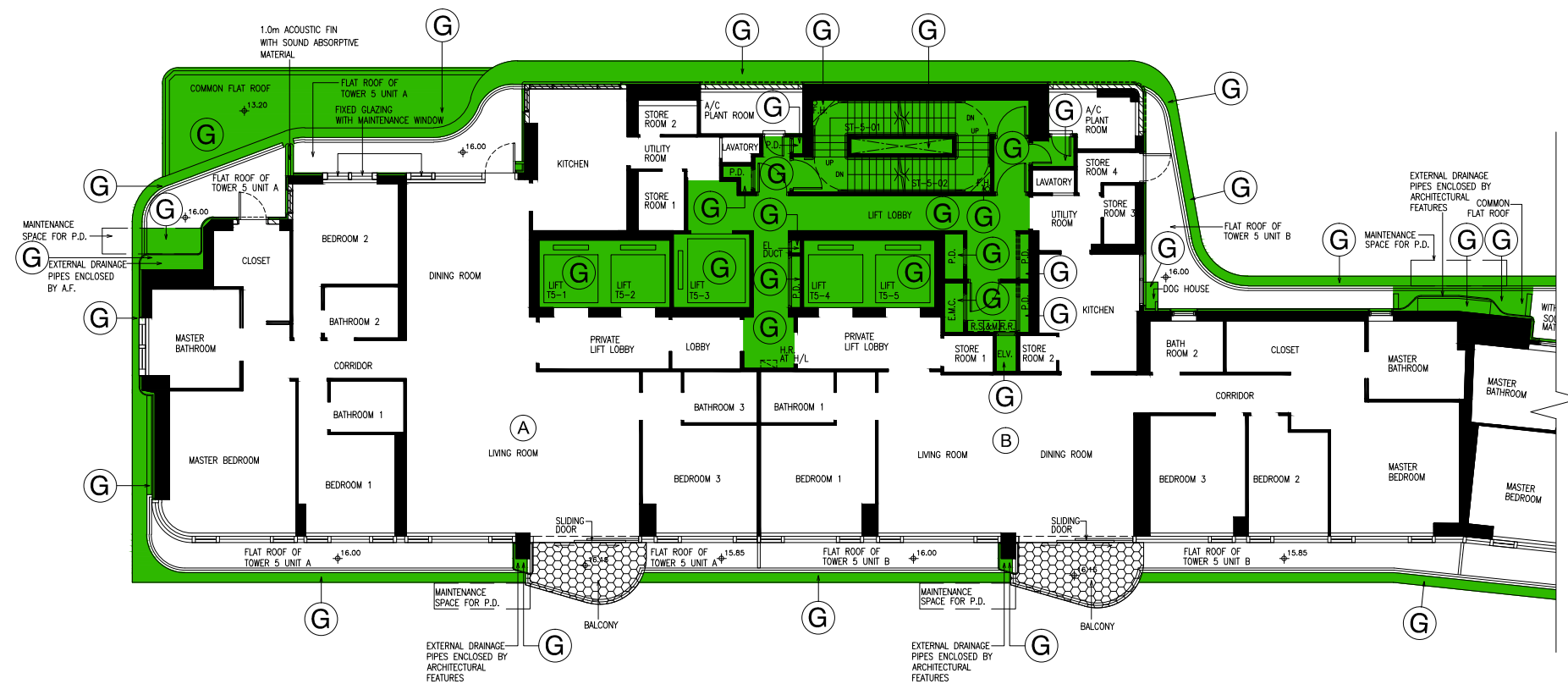
ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



LEGEND:

- TOWER COMMON AREAS
- BALCONY
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 5 –
FIRST FLOOR PLAN (1/F)
(PLAN DRAWING NO. DMC-T5&T6-001)

DLN Architects Limited


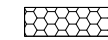

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



LEGEND:

-  TOWER COMMON AREAS
-  BALCONY
-  NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale 

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

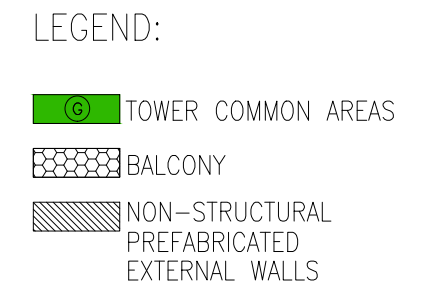
TOWER 6 –
FIRST FLOOR PLAN (1/F)
(PLAN DRAWING NO. DMC-T5&T6-002)

DLN Architects Limited

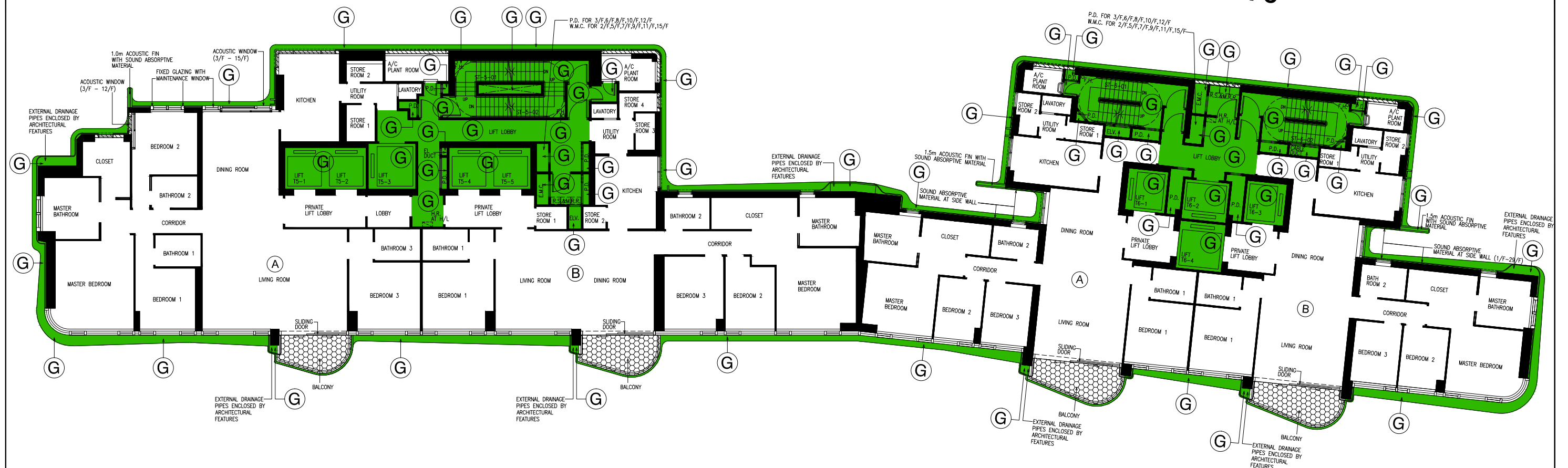
劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



TOWER 6



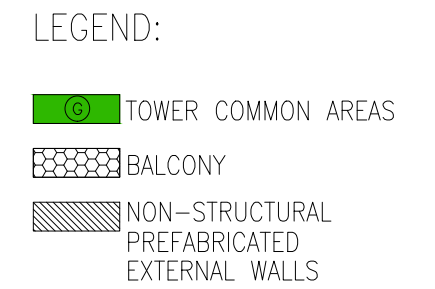
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Scale 

TOWER 5 & TOWER 6 -
2/F, 3/F, 5/F TO 12/F, 15/F PLAN
(PLAN DRAWING NO. DMC-T5&T6-003)

劉榮廣伍振民 建築師有限公司

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



TOWER 6



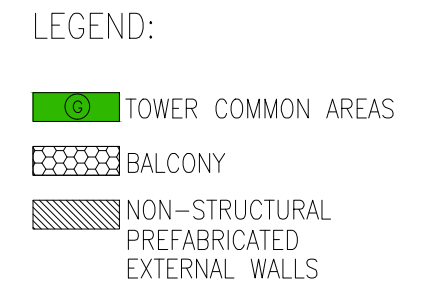
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Scale 

TOWER 5 & TOWER 6 –
16/F PLAN
(PLAN DRAWING NO. DMC-T5&T6-004)

劉榮廣伍振民 建築師有限公司

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: AUG 2022



TOWER 6



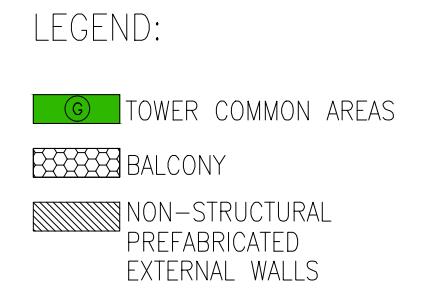
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Scale 

TOWER 5 & TOWER 6 –
17/F PLAN
(PLAN DRAWING NO. DMC-T5&T6-005)

劉榮廣伍振民 建築師有限公司

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: AUG 2022



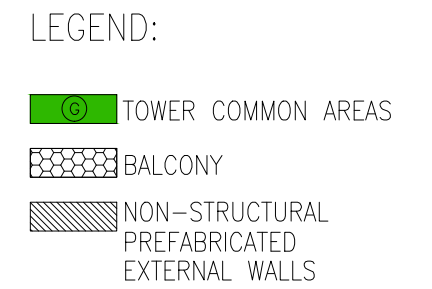
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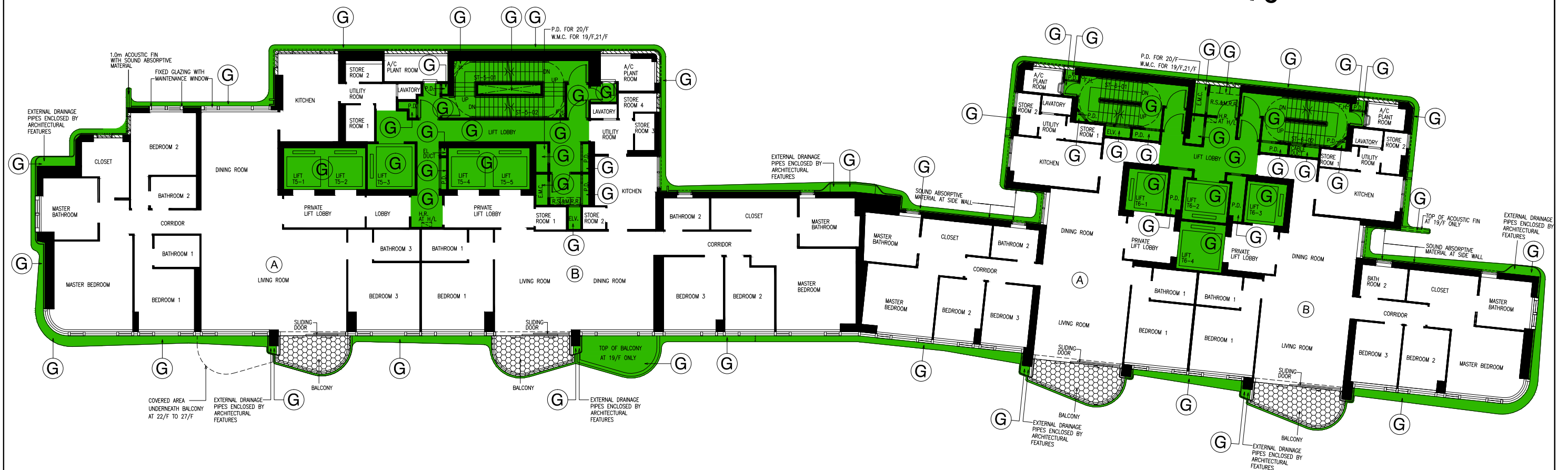
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Scale 

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: AUG 2022



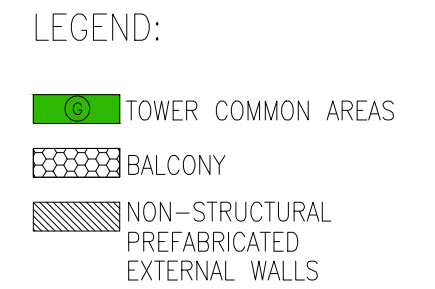
TOWER 6



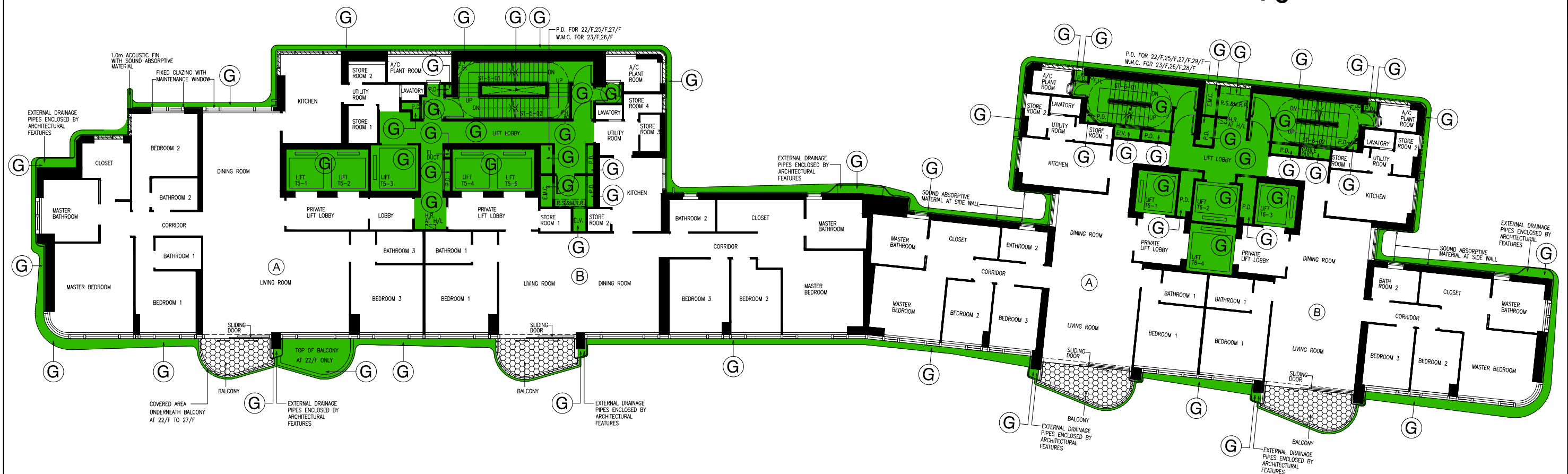
0m 10m

Scale 

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: AUG 2022



TOWER 6



0m 10m



HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: AUG 2022



AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

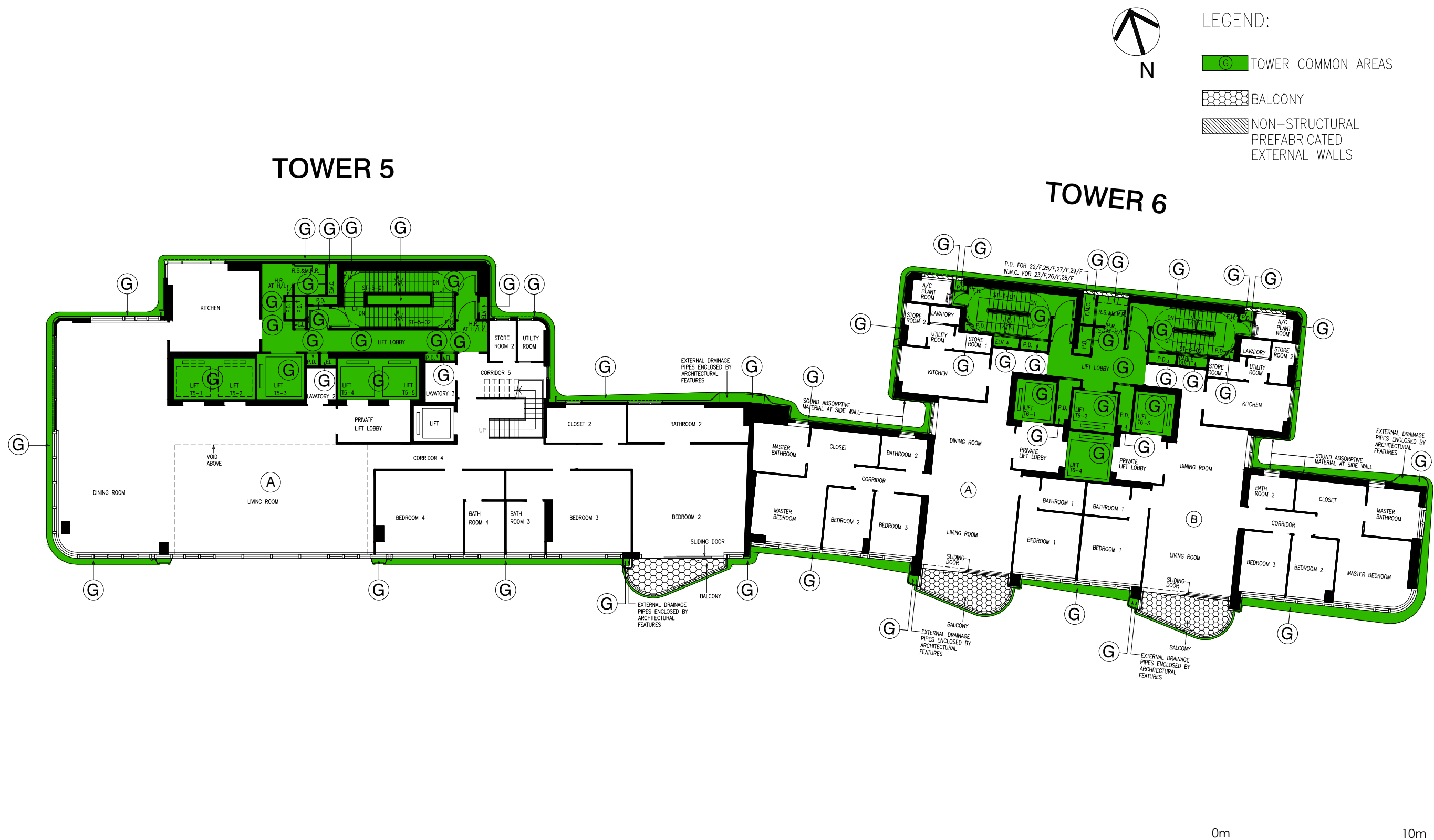
TOWER 5 – SIMPLEX FLOOR PLAN (28/F)
TOWER 6 – 28/F PLAN
(PLAN DRAWING NO. DMC-T5&T6-009)

DLN Architects Limited

劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 5 –
LOWER DUPLEX FLOOR PLAN (29/F)
TOWER 6 – 29/F PLAN
(PLAN DRAWING NO. DMC-T5&T6-010)

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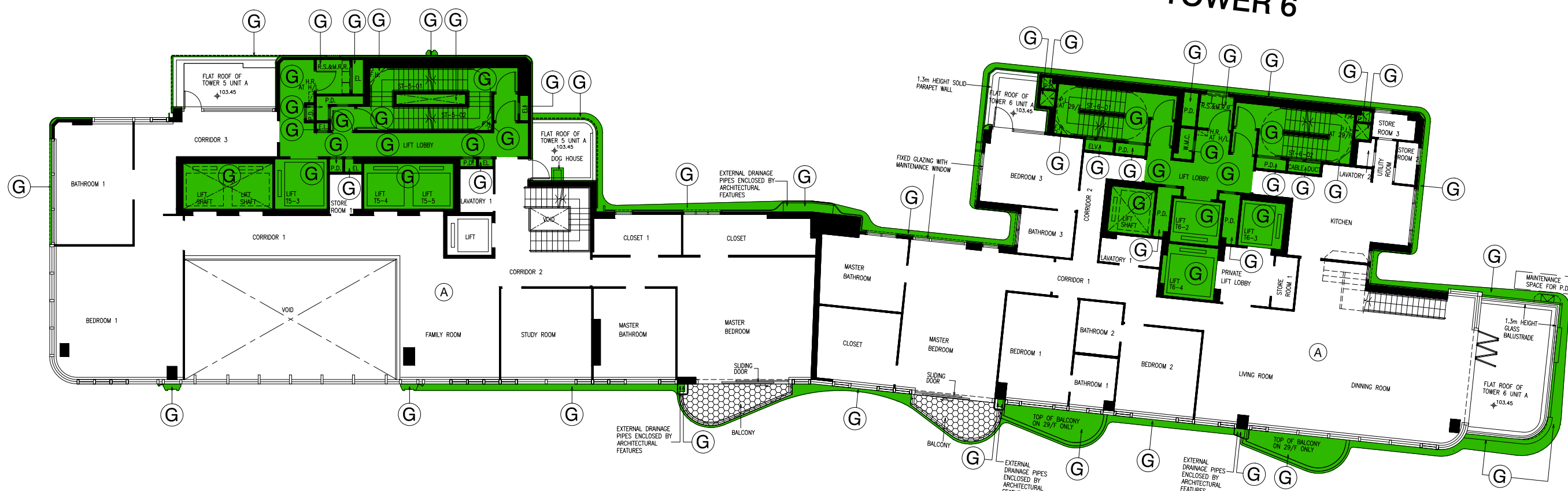
LEGEND:

G TOWER COMMON AREAS

BALCONY

TOWER 5

TOWER 6



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 5 –
UPPER DUPLEX FLOOR PLAN (30/F)
TOWER 6 –
SIMPLEX FLOOR PLAN (30/F)
(PLAN DRAWING NO. DMC-T5&T6-011)

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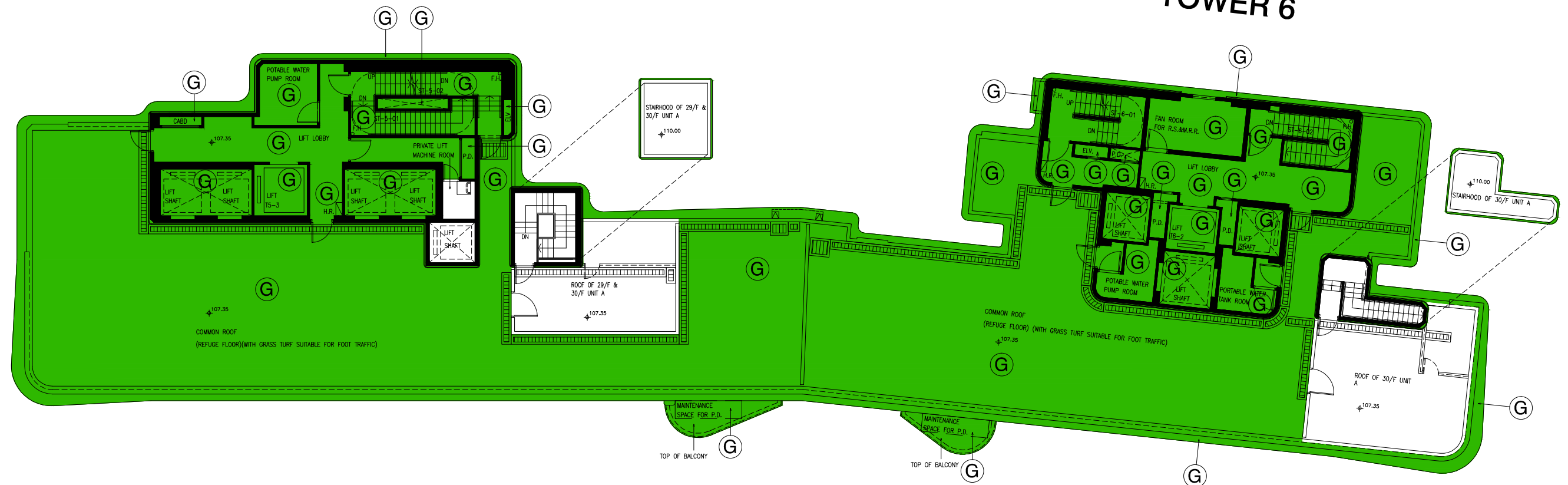


LEGEND:

G TOWER COMMON AREAS

TOWER 5

TOWER 6



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 5 & TOWER 6 – ROOF PLAN
(PLAN DRAWING NO. DMC-T5&T6-012)

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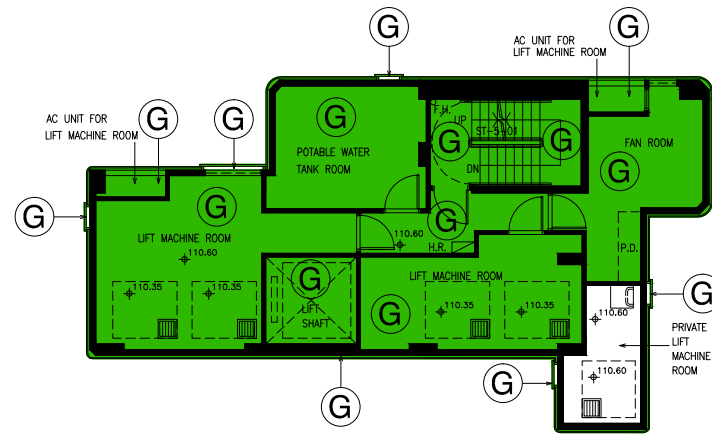
ACCURACY OF THIS PLAN
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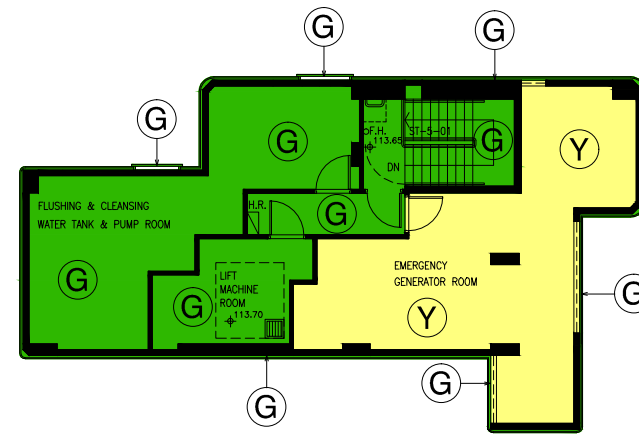


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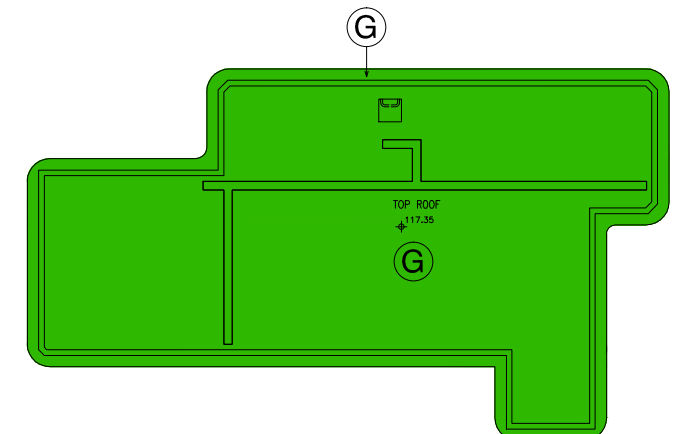
- G TOWER COMMON AREAS
- Y DEVELOPMENT COMMON AREAS



TOWER 5 LIFT MACHINE ROOM PLAN



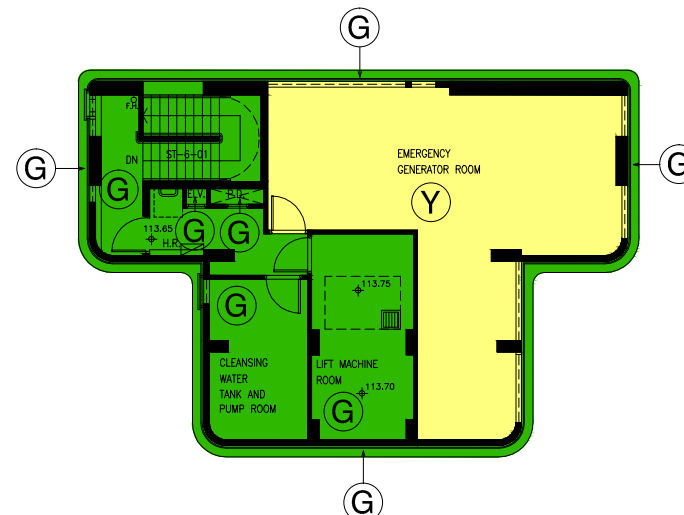
TOWER 5 UPPER ROOF PLAN



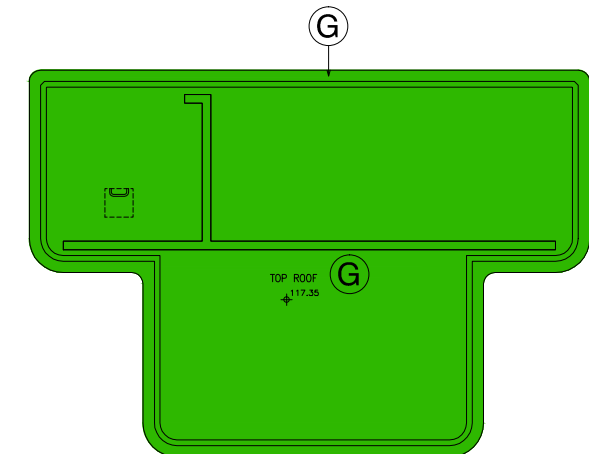
TOWER 5 TOP ROOF PLAN



TOWER 6 LIFT MACHINE ROOM PLAN



TOWER 6 UPPER ROOF PLAN



TOWER 6 TOP ROOF PLAN

NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 5 & TOWER 6 –
LIFT MACHINE ROOM ,
UPPER ROOF AND TOP ROOF PLAN
(PLAN DRAWING NO. DMC-T5&T6-013)

DLN Architects Limited

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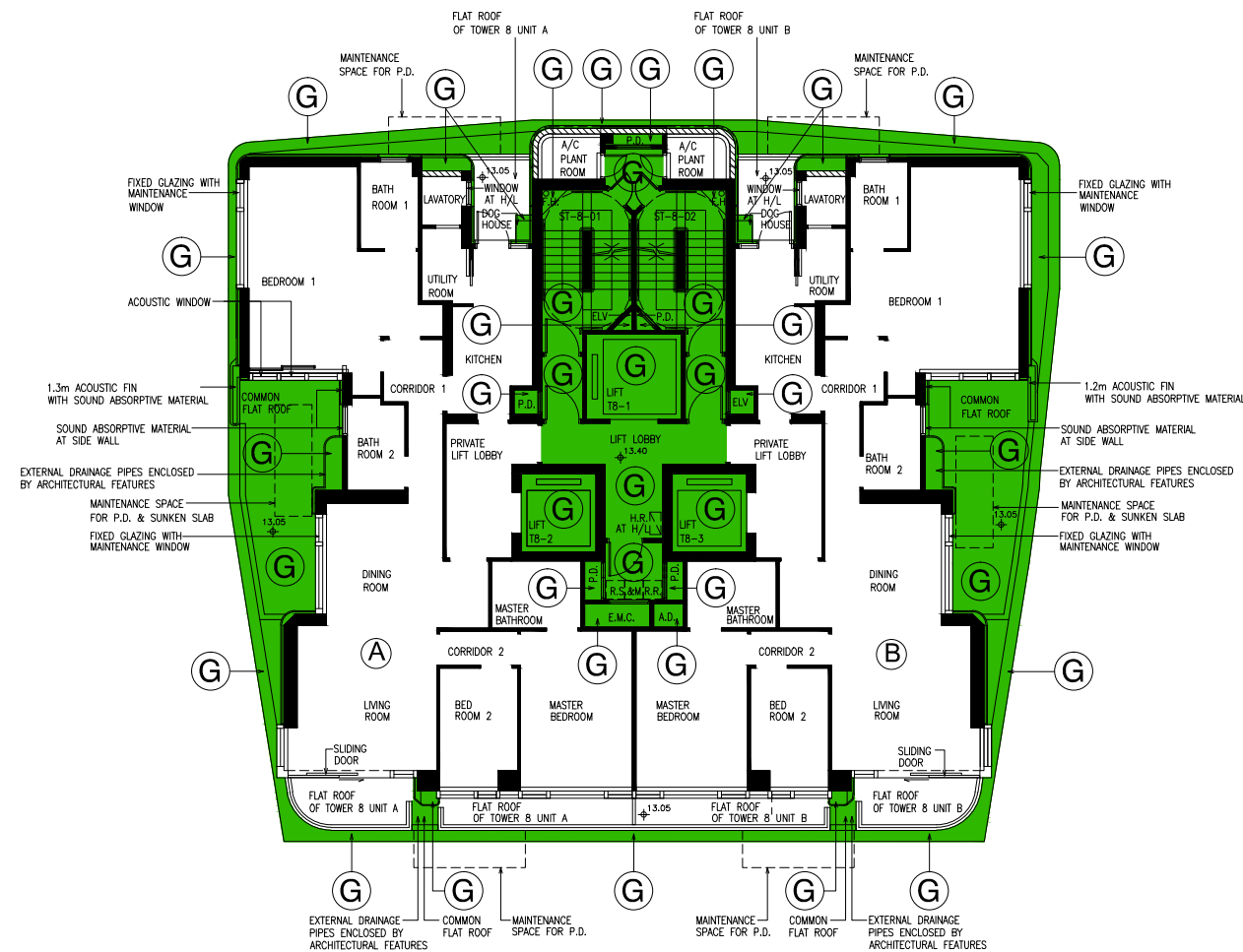
ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



LEGEND:

- TOWER COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 8 –
FIRST FLOOR PLAN (1/F)
(PLAN DRAWING NO. DMC-T8-001)

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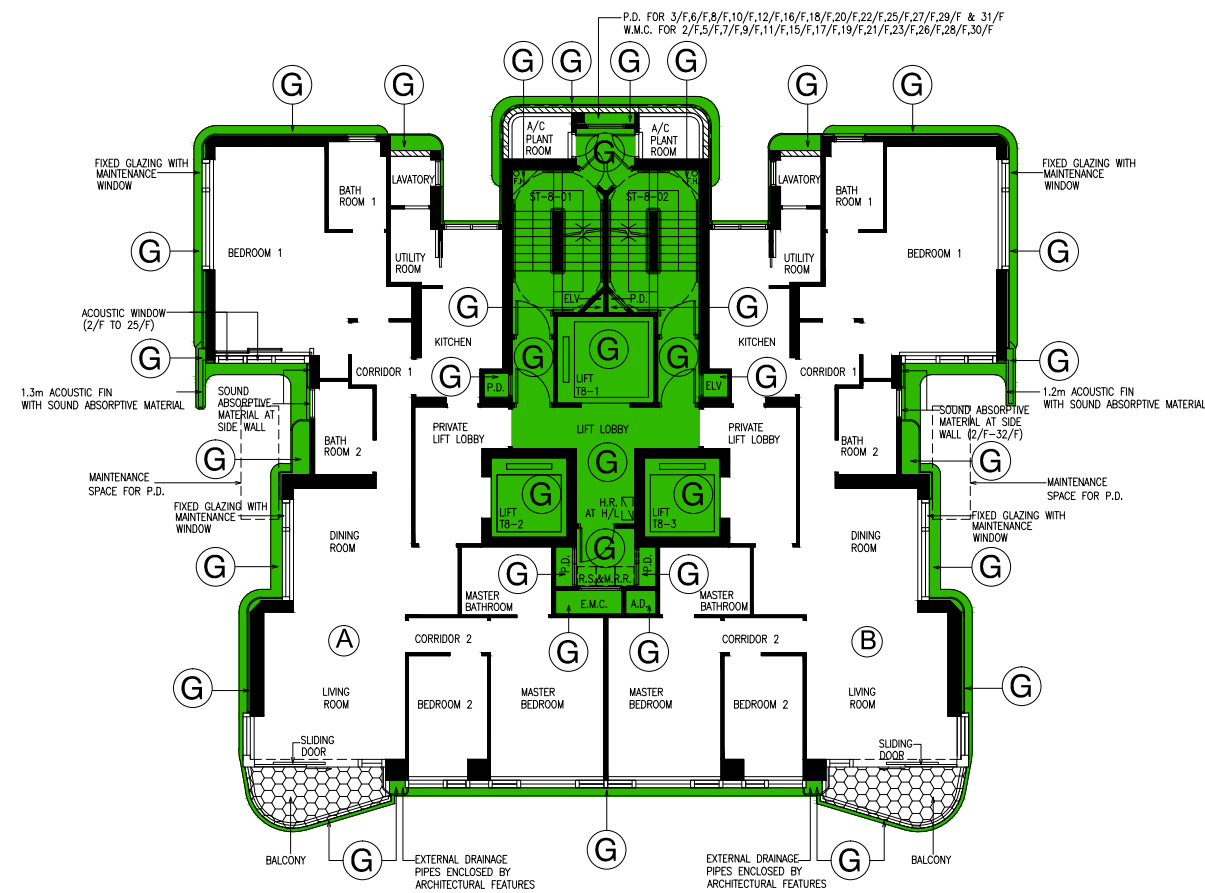
ACCURACY OF THIS PLAN
CERTIFIED BY:

HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



LEGEND:

- TOWER COMMON AREAS
- BALCONY
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS



NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

0m 10m
Scale

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

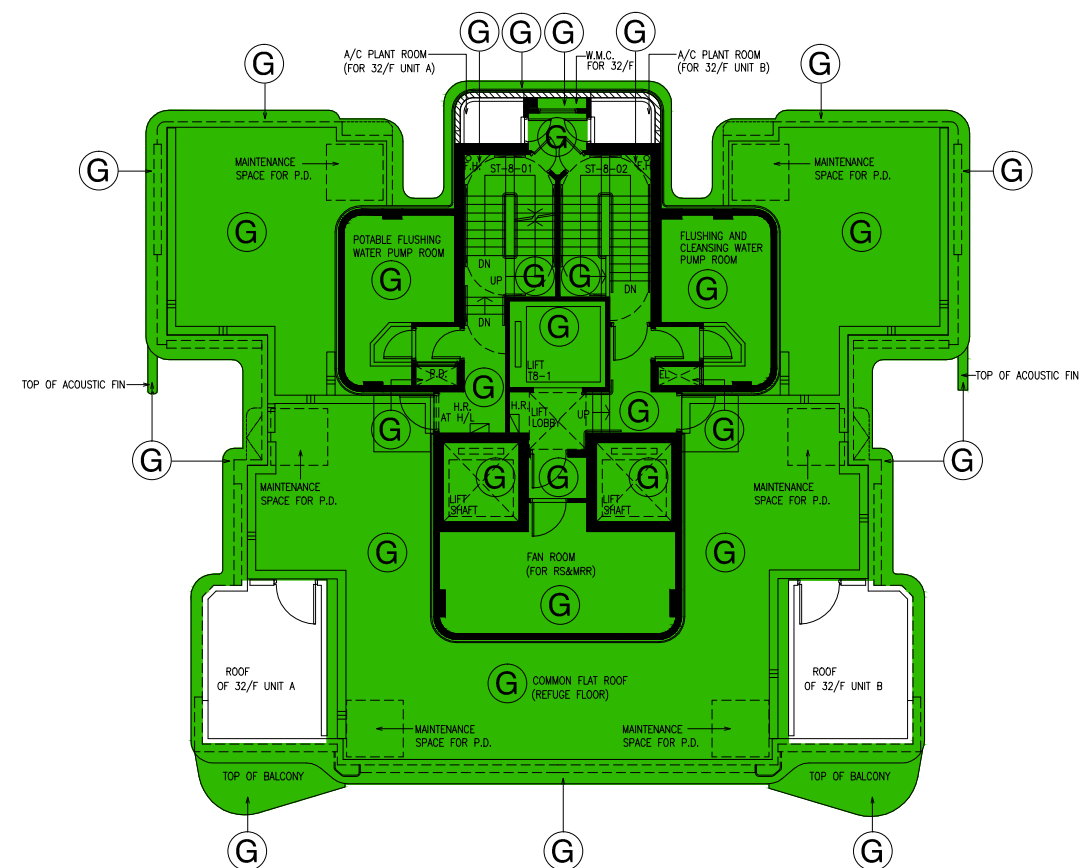
TOWER 8 – 2/F TO 3/F, 5/F TO 12/F,
15/F TO 23/F, 25/F TO 32/F PLAN
(PLAN DRAWING NO. DMC-T8-002)

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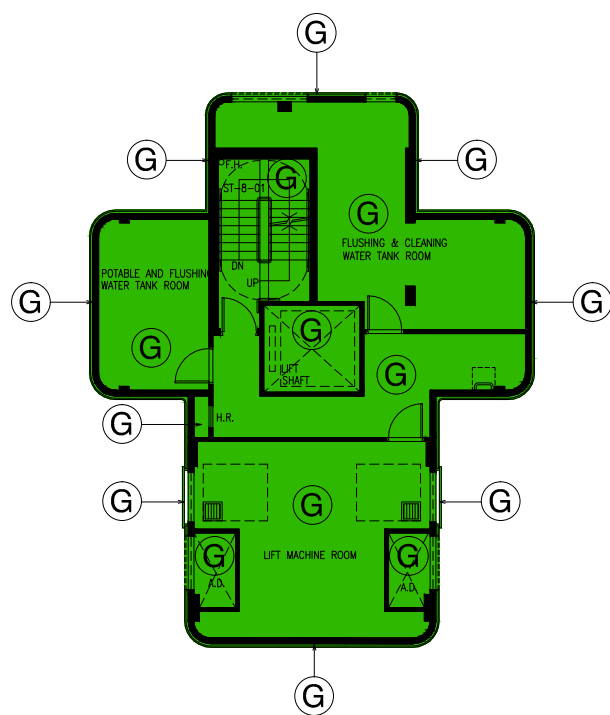
劉榮廣伍振民 建築師有限公司

ACCURACY OF THIS PLAN
CERTIFIED BY:

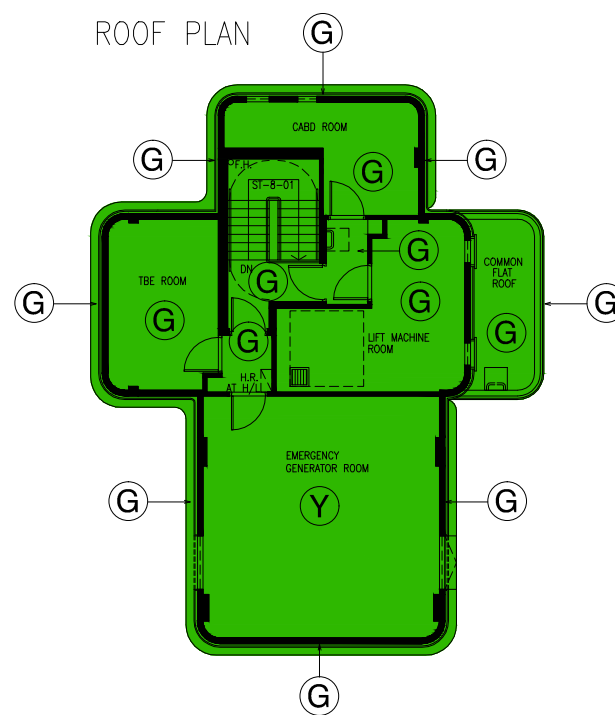
HENRY, LAU KING-CHIU
AUTHORIZED PERSON
DATE: FEB 2022



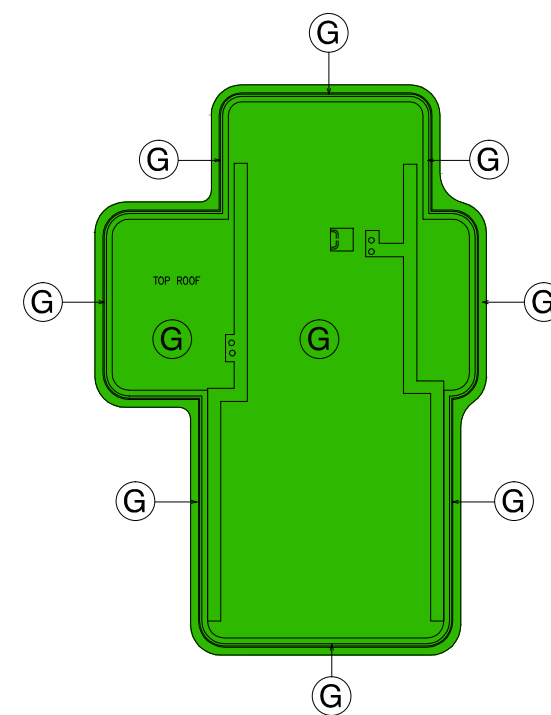
ROOF PLAN



LIFT MACHINE ROOF PLAN



UPPER ROOF PLAN



TOP ROOF PLAN

Scale 0m 10m



LEGEND:

G TOWER COMMON AREAS

NOTE: THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY

AP LEI CHAU INLAND LOT NO. 136,
LEE NAM ROAD,
AP LEI CHAU, HONG KONG

TOWER 8 –
ROOF, LIFT MACHINE ROOM,
UPPER ROOF AND TOP ROOF PLAN
(PLAN DRAWING NO. DMC-T8-003)

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