Dated the 8th day of December 2025

THE HONG KONG HOUSING AUTHORITY

AND

[redacted]

AND

THE HONG KONG HOUSING AUTHORITY

DEED OF MUTUAL COVENANT

in respect of

Lot No.1079 in Survey District No. 3
(On Wah Court (安樺苑))

REGISTERED at the Land Registry by Memorial No.

on

for Land Registrar

註冊摘要編號 Memorial No.:
25121802190062
本文書於2025年12月18日在土地註冊處
以上述註冊摘要編號註冊。
This instrument was registered in the
Land Registry by the above Memorial
No. on 18 December 2025.

土地註冊處處長
Land Registrar

註冊摘要編號 Memorial No.:
25121802190062
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TABLE OF CONTENT

SECTION I		**DEFINITIONS**	Page
	1.	Definitions	3
	2.	Number, gender and Ordinance	11
	3.	Clause headings	11
SECTION II		**RIGHTS AND OBLIGATIONS OF THE OWNERS**	
	4.	Exclusive right of the Authority	12
	5.	Exclusive right of the First Purchaser	12
	6.	Estate Common Areas and Facilities	12
	7.	Residential Blocks Common Areas and Facilities	12
	8.	Right of all Owners	12
	9.	Owners bound by covenants and restrictions	12
	10.	Right to assign without reference to other Owners	12
SECTION III		**ADDITIONAL RIGHTS OF AND SPECIAL RESERVATIONS TO THE AUTHORITY, ETC.**	
	11.	Additional rights of and reservations to the Authority	
		(a) To amend building plans	14
		(b) To negotiate with Government for modification	14
		(c) To dedicate to public part(s) of the premises retained by the Authority	14
		(d) To adjust boundary of the said land	15
		(e) To lay drains and other services	15
		(f) To affix flues, pipes, etc.	15
		(g) To change the internal layout of the Car Park	16
		(h) To enter into Sub-Deed of the Car Park	16
		(i) To designate part of the Car Park as Common Areas and Facilities	16
		(j) To change use of Car Park	16
		(k) To designate or re-designate numbering of the Parking Spaces	17
		(l) To obtain grant of easements, etc.	17
		(m) To grant easements, etc.	17
		(n) To manage Car Park and ancillary rights	18
		(o) To carry out works at the Common Areas and Facilities	18
		(p) To designate the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities	18
		(q) To sub-allocate Undivided Shares and Management Shares	19
		(r) To dispose of the Car Park	19
		(s) To obtain consent to change of user	19

		(t) To designate any part or parts of the said land or the Estate as additional Estate Common Areas and Facilities and/or additional Residential Blocks Common Areas and Facilities	19
	12.	Power of Attorney to the Authority	20
	13.	Assignment to include covenant	20
SECTION IV		**MANAGEMENT OF THE ESTATE AND POWERS AND FUNCTIONS OF THE MANAGER**	
	14.	Manager undertakes to manage the Estate	22
	15.	Management of the Car Park	22
	16.	Control and management of Common Areas and Facilities	22
	17.	Right of Manager to do acts necessary or requisite for management of the Estate	22
	18.	Powers, functions and obligations of Manager	22
	19.	Improving and upgrading Common Areas and Facilities	31
	20.	Power to enter into Units	31
	21.	Power of Attorney to Manager	31
	22.	Assignment to include covenant	31
	23.	Application of insurance money, etc.	32
	24.	Manager's acts and decisions binding on Owners	32
	25.	Manager's remuneration	32
	26.	Manager not liable to Owners	33
	27	Owners to be responsible for act or negligence of occupiers	33
SECTION V		**APPOINTMENT OF THE MANAGER AND TERMINATION OF APPOINTMENT**	
	28.	Delegation of management by Manager	35
	29.	Management undertaking by the Authority	35
	30.	Termination of Manager's appointment	35
	31.	Obligations of outgoing Manager	36
	32.	Appointment of substitute Manager	37
SECTION VI		**MANAGEMENT EXPENSES AND ENFORCEMENT PROVISIONS**	
	33.	Management fee deposit, Special Fund and debris removal fee	38
	34.	Person ceasing to be Owner ceases to have interest in management fund	39
	35.	Management of Special Fund	39
	36.	Payment of management fees	40
	37.	Payment in advance of management fee	41
	38.	Manager's remedy	41
	39.	Interest and collection charge on late payment	41
	40.	Civil action taken by Manager	42

	41.	Registration of charge against Undivided Shares of defaulting Owner	42
	42.	Order for sale	42
	43.	Proceedings to enforce this Deed and House Rules	42
	44.	Consent fee charged by the Manager	43
	45.	Actions by other Owners	43
SECTION VII		**MANAGEMENT RECORDS AND ACCOUNTS**	
	46.	Financial year	44
	47.	Keeping of records and opening and maintaining of bank accounts	44
	48.	Annual accounts	44
	49.	Auditing of accounts and records	45
	50.	Expenditure covered by annual budget	45
	51.	Calculation of contribution to annual budget	49
	52.	Manager's discretion to attribute costs and expenses to different parts of annual budget	50
	53.	Undivided Shares held by Manager/Owners' Corporation not liable to management contribution	50
	54.	Revised budget	51
	55.	Display of accounts	51
	56.	Inspection of accounting documents	51
	57.	Manager's summary of income and expenditure	52
	58.	Revised Manager's statement	52
	59.	Determination of total amount of Management Expenses	52
SECTION VIII		**OWNERS' COMMITTEE**	
	60.	Establishment of Owners' Committee	55
	61.	Meetings of Owners' Committee	55
	62.	Functions of Owners' Committee	56
	63.	Reimbursement	56
	64.	Membership	56
	65.	Eligibility	57
	66.	Records and minutes	57
SECTION IX		**MEETINGS OF OWNERS**	
	67.	Owners' meeting	58
SECTION X		**EXTINGUISHMENT OF RIGHTS**	
	68.	Owners' meeting in the event of the Estate being damaged	64
SECTION XI		**MISCELLANEOUS PROVISIONS**	

69.	Payment of rates, etc. to relevant authority direct	65
70.	Owner to bear costs of upkeeping interior of Unit	65
71.	Right of Owners to carry out works in Unit except structural alteration	65
72.	Right to exclusive occupation not to be dealt with separately from Undivided Shares	65
73.	Assignment, etc. subject to this Deed	65
74.	Owners to notify Manager when ceasing to be Owner	65
75.	Public notice boards, etc.	66
76.	Service of notice	66
77.	Car Park	66
78.	Deed binding on executors, etc.	68
79.	Cessation of liabilities	68
80.	Owners' Corporation	68
81.	Assignment of Common Areas and Facilities to Manager or Owners' Corporation	68
82.	Chinese translation	69
83.	Plans of Common Areas and Facilities	69
84.	Slope Maintenance Manual	69
85.	Gas Supply System	69
86.	Telecommunications network areas	69
87.	Maintenance of Works and Installations	69
88.	Covenant by Owners and Manager	71
89.	Deposit of record relating to consent on merging of Residential Units given under Clause 5.5 of the said lease	71
90.	Greenery Area	71
91.	Restriction on tampering with the Fixed Windows or the Window-type Exhaust Fans	71
92.	Approved AMR Outstations	72

THE FIRST SCHEDULE (REFERRED TO IN RECITAL (D)) 73

THE SECOND SCHEDULE (REFERRED TO IN CLAUSE 8) 74

THE THIRD SCHEDULE (REFERRED TO IN CLAUSE 9) 78

THE FOURTH SCHEDULE (REFERRED TO IN CLAUSES 1 and 18(b)) 83

THE FIFTH SCHEDULE (REFERRED TO IN PROVISO (ii) of CLAUSE 50) 87

THE SIXTH SCHEDULE (REFERRED TO IN CLAUSE 87) 102

Signing page 103

THIS DEED OF MUTUAL COVENANT is made the 8th day of December 2025

BETWEEN

(1) THE HONG KONG HOUSING AUTHORITY a body corporate established by virtue of Section 3 of the Housing Ordinance (Cap. 283) (hereinafter referred to as "the Authority" which expression where the context so admits shall include its successors and assigns) of the first part;

(2) [redacted] (hereinafter referred to as "the First Purchaser" which expression where the context so admits shall in the case of the First Purchaser being an individual include the First Purchaser's executors administrators and assigns and in the case of the First Purchaser being two or more persons holding as joint tenants include the survivor or survivors of the First Purchaser and the executors and administrators of such survivor and his or their assigns) of the second part; and

(3) THE HONG KONG HOUSING AUTHORITY a body corporate established by virtue of Section 3 of the Housing Ordinance (Cap. 283) (hereinafter referred to as "the DMC Manager") of the third part.

WHEREAS :-

(A) Lease

By a Lease (hereinafter referred to as "the said lease" which expression shall include such lease as the same may from time to time be varied or modified) dated the 28th day of April 2023 and made between the Government (as hereinafter defined) of the one part and the Authority of the other part, the Government demised unto the Authority its successors and assigns ALL THAT piece or parcel of ground more particularly described in the said lease and known and registered in the Land Registry as LOT NO.1079 in Survey District No. 3 (hereinafter referred to as "the said land") Except and Reserved as was therein excepted and reserved for the term of 50 years commencing from the date of the said lease (hereinafter referred to as "the said term of years") subject to the covenants and provisos therein contained.

(B) Title of the Authority

Immediately prior to the assignment to the First Purchaser hereinafter mentioned, the Authority was the sole registered owner of and beneficially entitled to the said land.

(C) Development of the said land

The Authority has developed or is in the course of developing the said land in accordance with the said lease and has constructed or is in the course of constructing thereon the Estate (as hereinafter defined).

(D) Allocation of undivided shares

The said land and the Estate have for the purpose of sale been notionally divided into 65,218 equal undivided shares which have been allocated as provided in the FIRST SCHEDULE HERETO and for the purpose of management certain management shares have been allocated to the Estate in the manner also set out in the FIRST SCHEDULE HERETO.

(E) Assignment to the First Purchaser

By an Assignment bearing even date herewith and made between the Authority of the one part and the First Purchaser of the other part the Authority assigned unto the First Purchaser All Those [redacted] equal undivided 65,218th shares of and in the said land and the Estate together with the sole and exclusive right to hold use occupy and enjoy to the exclusion of the Authority ALL THAT [redacted] of the Estate (hereinafter referred to as "the First Purchaser's Flat") in manner therein more particularly mentioned.

(F) Management of the Estate

The parties hereto have agreed to enter into this Deed for the purpose of making provision for the management, operation, insurance, servicing, maintenance, repair, renovation, improvement and replacement of the Estate and the equipment services and apparatus thereof (all or any of which activities are hereinafter included under the word "management") and for the purpose of defining and regulating the rights and obligations amongst themselves and all subsequent Owners of any Undivided Share in the said land and the Estate.

(G) Approval of Director of Lands

The Director of Lands has given his approval to the terms of this Deed pursuant to Clause 3.22 of the said lease.

NOW THIS DEED WITNESSES that the parties hereto have agreed and DO hereby covenant with each other as follows to the intent that this Deed shall enure for the benefit of and shall bind each of them and their respective successors in title and persons deriving title under or through them or any of them as Owners or Manager and all persons who may hereafter during the said term of years become the Owner(s) of any part of or interest or Manager in the said land and the Estate. The parties further covenant with each other to comply with the terms and conditions of the said lease so long as they remain as Owners or Manager.

SECTION I – DEFINITIONS

1. In this Deed the following expressions shall have the following meanings ascribed to them wherever the context permits :-

"Accountant"

shall have the same meaning as "accountant" under the Ordinance;

"Authorized Natural Person"

shall have the same meaning as "authorized natural person" under the Ordinance;

"Authorized Person"

shall mean Chan Kwok Wai, Albert of L C Surveyors Limited and any other replacement authorized person for the time being appointed by the Authority;

"Car Park"

shall mean and include (but not limited to) the Parking Spaces, the Parking Information System Area, the Facilities, Installations and Equipment, transformer room, meter room (automatic meter reading), main switch room, electrical meter rooms, fan rooms, sprinkler control valve room, sprinkler inlets, fire services water check meter cabinet, sump pump panel rooms, pipe ducts, toilet, fresh and flush water pump room, fire control panel cabinet, drop gates, space reserved for full sign and car park vacancy display board, shroff office, protected lobby, fire services pump room, sprinkler pump room, fire services water meter cabinet, fresh and flush water tank room, and such other areas, services, structures, erections, installations and facilities exclusively serving the Car Park which for the purpose of identification only, are shown coloured **violet** (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed hereto. For the avoidance of doubt, the "Car Park" if and when the Visitors' Car Parking Spaces shall have been designated as additional Residential Blocks Common Areas and Facilities in accordance with the provisions of this Deed, the Car Park shall thereafter be construed as excluding the Visitors' Car Parking Spaces so designated as additional Residential Blocks Common Areas and Facilities as aforesaid;

"Car Park Layout Plans"

shall mean "the Car Park Layout Plans" as defined in Clause 3.26(a) of the said lease and include any approved amendments thereto;

"Code of Practice"

shall mean any code of practice prepared, revised or issued from time to time by the Secretary for Home and Youth Affairs under Section 44 of the Ordinance;

"Common Areas and Facilities"

shall mean (as the context may require) all or any of (i) the Estate Common Areas and Facilities; (ii) the Residential Blocks Common Areas and Facilities and (iii) all those parts and such of the facilities of the Estate designated as common areas and facilities in accordance with the provisions of this Deed or Sub-Deed (if any), each of which Common

Areas and Facilities shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Ordinance;

"Completion Certificate"

shall mean the completion certificate(s) issued or to be issued by the Chief Architect of the Housing Department to the effect that the building(s) erected or to be erected on the said land has/have been completed;

"Connection"

shall have the same meaning as "connection" under the Ordinance;

"Convenor"

shall have the same meaning as "convenor" under the Ordinance;

"Corporation Resolution"

shall mean a resolution of the Owners passed at a general meeting of the Owners' Corporation convened and conducted in accordance with Schedule 3 to the Ordinance;

"DMC Manager"

shall mean the Authority as the first Manager appointed in accordance with the provisions of Clause 29 of this Deed;

"Electronic Form"

shall have the same meaning as "electronic form" under the Ordinance;

"Estate"

shall mean all those messuages, erections, buildings, structures and facilities now erected or to be erected in or upon the said land comprising the Residential Blocks, the Car Park and the Common Areas and Facilities, known as On Wah Court (安樺苑);

"Estate Common Areas and Facilities"

shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include but not limited to the Master Meter Rooms, estate management office, fire services inlets, emergency vehicular access / driveway, fire services intermediate booster pump room, check meter cabinets, spaces reserved for magnetic ticket dispenser, dog houses, air-conditioner platforms, fresh and flush water upfeed pump rooms, fire services upfeed pump room, main switch rooms, transformer rooms, cleansing contractor's office, pipe ducts, artisan's workshop, drop gates, parking space for refuse collection vehicle, junk collection point, refuse storage and material recovery chamber and refuse collection point, owners' corporation office, vehicular entrance, fire services water tank, flush water tanks, fresh water tanks, emergency generator rooms, floor washing water tank, external walls (other than those forming part of the Residential Blocks Common Areas and Facilities) and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured

orange and orange cross-hatched black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed hereto and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Authority in accordance with the provisions of this Deed but shall exclude the Residential Blocks Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner;

"Facilities, Installations and Equipment"

shall mean "the Facilities, Installations and Equipment" as defined in Clause 3.25(a)(i) of the said lease and forming part of the Car Park;

"Financial Statements"

shall have the meaning given to it in Clause 48;

"First Tender Acceptance Meeting"

shall have the same meaning as "first tender acceptance meeting" under the Ordinance;

"Fixed Windows"

shall mean the fixed windows (with key lock(s)) for noise mitigation purpose installed in the following Residential Units:

Residential Block	**Unit Number**	**Floor Level**
Block B	3	1/F to 3/F

"Function"

shall have the same meaning as "function" under the Ordinance;

"Gas Pipe After Meter"

shall mean in relation to the Gas Supply System, all installation piping from all meters points to connection points of all gas appliances at the Residential Units, which HKCGC installed in the Estate;

"Gas Pipe Before Meter"

shall mean in relation to the Gas Supply System, all installation piping from one metre above ground of the Residential Blocks to all meters points at the Residential Units, which HKCGC installed in the Estate;

"Gas Supply System"

shall mean in relation to a Residential Unit in the Estate, the Gas Pipe Before Meter and the Gas Pipe After Meter or as the context may require, any part or parts thereof, and references to "Gas Supply System" shall be construed accordingly;

"Government"

shall mean the Government of the Hong Kong Special Administrative Region;

"Greenery Area"

shall mean the portion or portions of the said land at or within which greening is provided and maintained in accordance with Clause 3.15(c)(i) of the said lease and includes the vertical greenery area. The size(s) and location of the Greenery Area are, for the purpose of identification only, shown coloured **green** and **brown with black cross** on the plans annexed hereto;

"Hard Copy Form"

shall have the same meaning as "hard copy form" under the Ordinance;

"HKCGC"

shall mean The Hong Kong and China Gas Company Limited;

"Hong Kong"

shall mean the Hong Kong Special Administrative Region of the People's Republic of China;

"House Rules"

shall mean the rules set out in the FOURTH SCHEDULE HERETO supplemental to this Deed governing the Estate or any part or parts thereof and all additions or amendments thereto from time to time in force made pursuant to this Deed;

"Initiation Decision"

shall have the same meaning as "initiation decision" under the Ordinance;

"Large-Scale Maintenance Procurement"

shall have the same meaning as "large-scale maintenance procurement" under the Ordinance;

"Loading and Unloading Spaces"

shall mean the four loading and unloading spaces provided in accordance with Clause 3.24(c) of the said lease for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance and, which for identification purpose only, are shown coloured **brown** and marked "LOADING AND UNLOADING SPACE" on the plan(s) annexed hereto, forming part of the Residential Blocks Common Areas and Facilities;

"Management Expenses"

shall mean the expenses, costs and charges necessarily and reasonably incurred in the management of the Estate;

"Management Shares"

shall mean the management shares allocated to different parts of the Estate in accordance with this Deed for the purpose of calculating the contributions payable by their respective Owners towards the management expenditure of the Estate;

"Manager"

shall mean the DMC Manager or any other manager for the time being appointed as the manager of the said land and the Estate pursuant to the provisions of this Deed and in the absence of any such appointment, the Owners' Corporation or the Owners' Committee (as the case may be) acting as the Manager pursuant to this Deed;

"Master Meter Rooms"

shall mean "the Master Meter Rooms" as defined in Clause 4.10(b) of the said lease, which for identification purpose only, are shown coloured **orange** and marked "MASTER WATER METER ROOM" on the plan(s) annexed hereto, forming part of the Estate Common Areas and Facilities;

"Ordinance"

shall mean the Building Management Ordinance (Cap. 344);

"Owner(s)"

shall mean 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"

shall mean a committee of the Owners formed in accordance with Clause 60 hereof and, where an Owners' Corporation has been formed, the management committee of the Owners' Corporation;

"Owners' Corporation"

shall mean a corporation of Owners of the Estate incorporated under Section 8 of the Ordinance, any regulations made thereunder and any amending legislation;

"Owners Resolution"

shall mean a resolution of the Owners passed by a majority of the votes of the Owners voting either personally or by proxy at a meeting of Owners convened and conducted in accordance with this Deed;

"Parking Information"

shall mean "the Parking Information" as defined in Clause 3.25(a)(i) of the said lease;

"Parking Information System Area"

shall mean "the Parking Information System Area" as defined in Clause 3.25(a)(i) of the said lease and forming part of the Car Park;

"Parking Spaces"

shall mean the parking spaces (including the electric vehicle charging facilities provided and installed or to be provided and installed for serving exclusively any of such parking spaces) situated in the Car Park for the parking of motor vehicles (excluding motor cycles and goods vehicles) as required under Clause 3.24(a)(i) of the said lease; the parking spaces (including the electric vehicle charging facilities provided and installed or to be provided and installed for serving exclusively any of such parking spaces) situated in the Car Park for the parking of motor cycles as required under Clause 3.24(a)(ii) of the said lease; the parking spaces (including the electric vehicle charging facilities provided and installed or to be provided and installed for serving exclusively any of such parking spaces) situated in the Car Park for the parking of light goods vehicles as required under Clause 3.24(a)(iii) of the said lease; and the parking spaces reserved and designated for the parking of motor vehicles by disabled persons (including the electric vehicle charging facilities provided and installed or to be provided and installed for serving exclusively any of such parking spaces) situated in the Car Park as required under Clause 3.24(a)(v) of the said lease as shown as such in the Car Park Layout Plans. For the avoidance of doubt, the Parking Spaces shall include the Visitors' Car Parking Spaces before the designation of the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities in accordance with the provisions of this Deed and after such designation, the Parking Spaces shall be construed as excluding the Visitors' Car Parking Spaces;

"Registered Mortgagee"

shall have the same meaning as "registered mortgagee" under the Ordinance;

"Residential Blocks"

shall mean the residential blocks constructed or to be constructed within the Estate for private residential purposes in accordance with the said lease and also comprising certain Common Areas and Facilities;

"Residential Blocks Common Areas and Facilities"

shall mean and include but not limited to the Gas Pipe Before Meter, the Greenery Area, the open space as required under Clause 3.18(a) of the said lease, the Loading and Unloading Spaces, lift pits, guard counters, toilets, lobbies, electrical meter rooms, pipe ducts, pipe duct openings, lifts, lift pit rooms, gas ducts, telecommunication and broadcasting equipments rooms, refuse storage and material recovery chamber, trellises,

planters, bicycle parking spaces as provided in accordance with Clause 3.24(a)(iv) of the said lease, pedestrian entrances, fire services intermediate booster pump room, children's play areas, check water meter cabinets, fire services water meter cabinet, fire services upfeed pump room, stores, fire services check water meter cabinet, fire services water tank, fireman's lift lobbies, meter rooms (automatic meter reading), air-conditioner platform, covered landscaped areas, covered play area, roofs of covered walkway, entrance portal, telecommunications duct, maintenance areas for refuse chute, inaccessible flat roof, electrical duct cabinets, dog houses, canopies, flat roofs, telecommunications and extra low voltage rooms, inaccessible voids, refuse storage and material recovery rooms, lift shafts, irrigation water tanks, buffer tanks, floor washing water tank, vent duct rooms, cable ducts, fresh water booster pump rooms, lift machine rooms, the external walls of the Residential Blocks including air-conditioner hoods outside the Residential Units, cable accommodations and associated facilities, security system and apparatus, communal aerial broadcast distribution system, telecommunications network facilities, any other systems, devices and facilities provided or installed in the Residential Blocks and intended to serve the Residential Blocks as a whole, which for the purpose of identification only, are shown coloured **brown, brown with black cross, brown cross-hatched black, and green** (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed hereto and such additional areas, systems, devices and facilities as may at any time be designated as the Residential Blocks Common Areas and Facilities by the Authority in accordance with the provisions of this Deed but shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Residential Blocks in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Blocks serving only any particular Owner;

"Residential Unit(s)"

shall mean flat(s) (including the Fixed Windows (if any), the Window-type Exhaust Fans (if any), all the internal walls but in the case of a party wall (if any), only the non-structural or non-load bearing part(s) thereof and up to the mid-point of it), the finishes of the ceilings, the finishes of the floor slabs and the finishes of the structural columns, all the window frames and glass and the drying rack(s) (if any) within or appertaining to the flat(s) within the Residential Blocks;

"Responsible Person"

shall have the same meaning as "responsible person" under the Ordinance;

"Slope Maintenance Guidelines"

shall mean the guidelines known as "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time);

"Slope Maintenance Manual"

shall mean the maintenance manual for the Slope Structures prepared in accordance with the Slope Maintenance Guidelines;

"Slope Structures"

shall mean all slopes, slope treatment works, retaining walls and other structures (if any) within or outside the said land or the Estate as required to be maintained by the Owners under the said lease;

"Special Fund"

shall mean one fund established and maintained to provide for expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, 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 for the purpose of paragraph 4 of Schedule 7 to the Ordinance;

"Specified Form"

shall have the same meaning as "specified form" under the Ordinance;

"Sub-Deed"

shall mean any Sub-Deed of Mutual Covenant to be entered into between the Authority and another co-Owner or Owners of the Estate setting forth their rights and obligations in respect of any part of the Estate;

"Type 1 High-Value Procurement"

shall have the same meaning as "type 1 high-value procurement" under the Ordinance;

"Type 2 High-Value Procurement"

shall have the same meaning as "type 2 high-value procurement" under the Ordinance;

"Undivided Share(s)"

shall mean that or those equal undivided part(s) or share(s) of and in the said land and the Estate allocated in accordance with the provisions of this Deed or in accordance with any Sub-Deed (if any);

"Unit(s)"

shall mean any Residential Unit or the Car Park or after the execution of any Sub-Deed in respect of the Car Park, any Parking Space in the Car Park or any part of the said land or the Estate the exclusive right to the use possession occupation and enjoyment of which is held together with Undivided Shares in the said land and the Estate and is capable of being assigned to an Owner;

"Utility Company"

shall mean any and all of the public utility companies supplying utility services to the Estate;

"Validly"

shall have the same meaning as "validly" under the Ordinance;

"Visitors' Car Parking Spaces"

shall mean the 10 car parking spaces (including the electric vehicle charging facilities provided and installed for serving exclusively those parking spaces) for parking of motor

vehicles by the bona fide guests and visitors of the residents of the Estate as shown in the Car Park Layout Plans;

"Voting-in-person Threshold"

shall have the same meaning as "voting-in-person threshold" under the Ordinance;

"Window-type Exhaust Fans"

shall mean the window-type exhaust fans installed in the kitchens of the following Residential Units to comply with the requirements of ventilation in accordance with regulations 30, 31 and 32 of the Building (Planning) Regulations and Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-130:

Residential Block	**Unit Number**	**Floor Level**
Block A	4	2/F to 28/F
Block B	4	1/F to 28/F

2. Number, gender and Ordinance

In these presents (if the context so permits or requires) words importing the singular number only shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations. References in this Deed to any Ordinance shall (except where the context otherwise requires) be deemed to include any statutory re-enactment thereof or any statutory modification thereof.

3. Clause headings

The index and the clause headings in this Deed are included for ease of reference and shall not affect the interpretation or construction of the relevant clauses and paragraphs.

SECTION II – RIGHTS AND OBLIGATIONS OF THE OWNERS

4. Exclusive right of the Authority

The Authority shall at all times hereafter subject to and with the benefit of the said lease, this Deed and Sub-Deed (if any) have the sole and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser ALL THAT the said land and the Estate including all those Units under in and of the buildings within the Estate (and for the avoidance of doubt, excluding the Common Areas and Facilities) save and except ALL THAT the First Purchaser's Flat together with the appurtenances thereto and the entire rents and profits thereof.

5. Exclusive right of the First Purchaser

The First Purchaser shall at all times hereafter subject to and with the benefit of the said lease, this Deed and Sub-Deed (if any) have the sole and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the Authority ALL THAT the First Purchaser's Flat together with the appurtenances thereto and the entire rents and profits thereof.

6. Estate Common Areas and Facilities

The Estate Common Areas and Facilities shall be deemed to be common areas and facilities for the benefit of the Owners which areas and facilities may, subject to the provisions hereof and of Sub-Deed (if any), be used by each Owner in common with all other Owners.

7. Residential Blocks Common Areas and Facilities

The Residential Blocks Common Areas and Facilities shall be deemed to be common areas and facilities for the benefit of the Owners of the Residential Blocks which areas and facilities may, subject to the provisions hereof and of Sub-Deed (if any), be used by each Owner of the Residential Blocks in common with all other Owners of the Residential Blocks.

8. Right of all Owners

Each of the Undivided Shares of and in the said land and the Estate and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate and to receive rents and profits therefrom shall be held by the Owner thereof from time to time subject to and with the benefit of the rights privileges and obligations set out in the SECOND SCHEDULE HERETO and the express covenants and provisions contained herein and in Sub-Deed (if any).

9. Owners bound by covenants and restrictions

The Owner for the time being of each of the Undivided Shares of and in the said land and the Estate shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions herein contained and in the THIRD SCHEDULE HERETO and in Sub-Deed (if any).

10. Right to assign without reference to other Owners

Subject to the provisions of the said lease (including, but not limited to, Clause 3.21 of the said lease) and such restrictions (if any) as may be imposed in the assignment in favour of an Owner by the Authority, every Owner of an equal Undivided Share in the said land and the Estate shall have the full right and liberty, without reference to the Owner of any other equal Undivided Share in the said land and the Estate or any person otherwise interested in any other equal Undivided Share in any way whatsoever, and without the necessity of making such other Owner or any such other person a party to the transaction, to sell, assign, alienate, convey, mortgage, charge, demise, underlet, lease, license, part with possession of or otherwise dispose of or deal with his Undivided Share or interest of and in the said land and the Estate,

together with the said sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate held therewith, subject expressly to and with the benefit of these presents and Sub-Deed (if any) PROVIDED THAT any such sale, assignment, alienation, conveyance, mortgage, charge, demise, underletting, lease, licence, parting with possession, disposal or dealing shall be made expressly subject to and with the benefit of this Deed and Sub-Deed (if any) and, in the event of any underletting, lease, licence or parting with possession, such Owner shall be responsible to the other Owners for the due performance and observance by such underlessee(s), tenant(s), licensee(s) or occupant(s) of the terms and covenants in the said lease and this Deed and Sub-Deed (if any).

SECTION III – ADDITIONAL RIGHTS OF AND SPECIAL RESERVATIONS TO THE AUTHORITY, ETC.

11. Additional rights of and reservations to the Authority

There is excepted and reserved unto the Authority (which expression, for the purpose of this Clause 11 only, shall exclude any successor and assign of the Authority), for as long as the Authority remains the beneficial owner of any Undivided Share, the sole and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights PROVIDED THAT the Authority shall have the right to assign any of its rights reserved under this Clause in favour of any Owner to whom all the Undivided Shares of and in the whole Car Park now held by the Authority shall henceforth be assigned for the purpose of operating and managing the Car Park as a whole:-

(a) To amend building plans

The right to change, amend, vary, add to or alter the building plans existing at the date hereof and to carry out addition, alteration pursuant to any such change, amendment, variation, addition to or alteration of such building plans subject to the approval of the Owners in meeting held pursuant to Clause 67 hereof PROVIDED THAT no approval of any Owner or any of the parties hereto is required if such change, amendment, variation, addition or alteration relates only to the Car Park AND PROVIDED THAT any such change, amendment, variation, addition or alteration shall be restricted to such parts of the Estate which have not been sold or assigned by the Authority and shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from any such Unit but nothing herein shall absolve the Authority from the requirement of obtaining any necessary written consent of the Government.

(b) To negotiate with Government for modification

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 said lease (including the plan(s) annexed thereto) or any conditions thereof in such manner as the Authority may deem fit with respect to such part or parts of the Estate which have not been sold or assigned by the Authority (such amendment, variation or modification of the said lease shall be subject to the prior approval of the Owners in meeting held pursuant to Clause 67 hereof) and to execute any documents in the name of the Authority in connection therewith without the necessity of joining in or obtaining the approval of any Owner PROVIDED THAT such amendment, variation, modification, licence or easement shall not in any way result in any Owner except the Authority being liable for payment of any premium or administrative or other fees or affect any other 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 part of the Estate, or adversely affect any other Owner's right and interest under this Deed and/or Sub-Deed (if any) in respect of any part or parts of the Estate.

(c) To dedicate to public part(s) of the premises retained by the Authority

The right to dedicate to the public any part or parts of the Estate which have not been sold or assigned by the Authority for the purposes of passage with or without vehicles or in such manner as the Authority shall in its absolute discretion deem fit PROVIDED THAT in making such dedication the Authority shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict his access to and from his Unit.

(d) To adjust boundary of the said land

The right to adjust and/or re-align the boundary of the said land and to negotiate and agree with the Government and/or the owner(s) of the adjoining land in connection therewith PROVIDED THAT the exercise of such right by the Authority shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict his access to and from any part of the Estate and PROVIDED FURTHER THAT the prior approval of the Owners in meeting held pursuant to Clause 67 hereof shall be obtained and PROVIDED FURTHER THAT in so far as such adjustment or re-alignment affects the Common Areas and Facilities, any monetary benefit obtained by the Authority as a result of such adjustment or re-alignment shall be credited towards the Special Fund in respect of the relevant part(s) of the Common Areas and Facilities and any non-monetary benefit so obtained shall be dealt with in such manner as the Owners in meeting held pursuant to Clause 67 hereof shall determine.

(e) To lay drains and other services

The right to construct, maintain, lay, alter, remove, re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the said land and the Estate or partly within the said land and the adjoining land to supply utility services and recreational facilities to the said land and/or the Estate or part(s) thereof and/or to any other adjoining adjacent or neighbouring lands and to grant licence or otherwise permit or grant the right so to do any of the aforesaid to any person on such terms and conditions as the Authority may deem fit PROVIDED THAT the prior approval of the Owners in meeting held pursuant to Clause 67 hereof shall be obtained and that the exercise of the aforesaid rights shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from any such Unit and PROVIDED ALSO THAT any monetary benefit obtained in granting any licence or right to other persons as aforesaid shall be credited towards the Special Fund in respect of the relevant part(s) of the Estate.

(f) To affix flues, pipes, etc.

The right to affix, maintain, alter, repair, service, replace, renew, improve and remove any one or more flues, pipes, chimneys, masts, conduits, plant, machinery, equipment, aerials, telecommunication transmitters and receivers, satellite dishes, satellite master antenna systems, tuners, broadcast reception, information distribution or communication systems including, without limitation, communal aerial broadcast distribution systems, microwave distribution systems, cable and wireless communications systems and transmission and transponder systems, antennae, lightning conductors and lighting and other fixtures of whatever kind, on any part or parts of the Common Areas and Facilities and such other areas of the said land and the Estate the exclusive right to hold, use, occupy and enjoy of which has not been sold or assigned and together with the right to enter into and upon any part of the said land and the Estate (except a Unit owned by an Owner) with or without workmen and equipment at all reasonable times on giving reasonable prior written notice (save in case of emergency) for any or all of the purposes aforesaid and, the right to license or otherwise permit or grant the right so to do to any other person on such terms as the Authority may deem fit and for this purpose to negotiate and enter into contracts, leases or licence agreements with such person for the installation, operation, management and maintenance of such aforementioned systems, items, fixtures, equipment and installations on such terms as the Authority may deem fit and may assign such contract, lease or licence agreement to the Manager or to the Owners' Corporation (if the same shall have been formed) for the benefit of the Owners with (in so far as is possible) power for the Manager or the Owners' Corporation (as the case may be) to further assign the same to its successors PROVIDED ALWAYS THAT such fixtures, items, systems, equipment and/or

installations as aforesaid shall not interfere with the use and enjoyment by other Owners of the Units owned by them AND PROVIDED THAT (1) the prior approval of the Owners in meeting held pursuant to Clause 67 hereof shall be required for the exercise of any of the rights in this sub-clause insofar as it affects the Common Areas and Facilities; (2) the Authority shall procure the person in whom the right to use such fixtures is vested to make good at such person's expense any damage to the Common Areas and Facilities as a result of the erection of such fixtures; (3) any income received in the exercise by the Authority of any of the aforesaid rights insofar as it affects the Common Areas and Facilities shall be credited towards the Special Fund in respect of the relevant part(s) of the Estate; and (4) the exercise of such right by the Authority shall not impede an Owner's access to and from his Unit.

(g) To change the internal layout of the Car Park

Subject to the requirements under the said lease, the right to change, amend, vary, add to or alter the building plans and/or the Car Park Layout Plans (in so far as the Parking Spaces or the Car Park are concerned (and so long as the Car Park remains solely vested in the Authority)) existing at the date hereof (including, but not limited to, amending, altering and/or varying the user, number or the layout of the Parking Spaces and/or the Car Park or any part thereof) from time to time without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the Authority from the requirements of obtaining the prior written consent or approval of the relevant Government authorities (if so required) PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with or affect an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns and all costs incidental thereto shall be borne by the Authority solely. and PROVIDED FURTHER THAT (1) the Authority shall only alter the layout of the Car Park and location or layout of the Parking Spaces; (2) access to and from any part of the Estate shall not be impeded or restricted; and (3) no part of the Common Areas and Facilities shall be affected in any way.

(h) To enter into Sub-Deed of the Car Park

The right to enter into a Sub-Deed or Sub-Deeds in respect of the Car Park or any part thereof PROVIDED THAT (1) such Sub-Deed(s) shall not conflict with the provisions of this Deed or the said lease nor affect the rights, interests or obligations of the other Owners bound by this Deed or any other previous Sub-Deed and the same shall be subject to the prior approval of the Director of Lands unless the requirement of approval is waived by the Director of Lands; and (2) no Sub-Deed of the Car Park shall be entered into prior to the designation of the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities in accordance with the provisions of this Deed.

(i) To designate part of the Car Park as Common Areas and Facilities

The right to designate in any Sub-Deed such part of the Car Park (which shall include, without limitation, the facilities exclusively serving the Car Park as a whole and related electronic and mechanical devices erected or installed or to be erected or installed therein) as the common areas and facilities of the Car Park.

(j) To change use of Car Park

The right without the concurrence of any other Owners but subject always to the terms of the said lease and the prior written consent of the Director of Lands, to change the use of any part of the Car Park so long as the Car Park is wholly owned by the Authority, prior to the execution of any Sub-Deed of the Car Park, to other non-domestic uses or to domestic use and/or to change the gross floor area of the facilities comprised in the Car

Park (prior to the execution of any Sub-Deed of the Car Park), and/or to carry out all demolition, construction or alteration (including structural alteration) works in respect of the Car Park (prior to the execution of any Sub-Deed of the Car Park), whether in connection with any change of user or change of gross floor area as aforementioned or otherwise, PROVIDED THAT (1) the prior written approval of all relevant Government authorities are obtained (if necessary); (2) the exercise by the Authority of the right to change the gross floor area of the facilities comprised in the Car Park under this sub-clause shall not result in any change in the gross floor areas of any of the Common Areas and Facilities (save and except where the Authority exercises its rights under Clause 11(i) hereof to designate any part or parts of the Car Park as common areas and facilities of the Car Park); (3) the exercise of any such right by the Authority under this sub-clause shall not result in any Owner except the Authority being liable for payment of any premium or administrative or other fees or interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict access to or from his Unit; and (4) the Authority shall, upon receipt of notice(s) in writing from the Owner(s) make good any loss, damage, disturbance or nuisance caused to or suffered by such Owner(s) arising out of or incidental to the exercise by the Authority of the rights under this sub-clause.

(k) To designate or re-designate numbering of the Parking Spaces

The full and unrestricted right without reference to the other Owners to designate or re-designate the numbering of the Parking Spaces within the Car Park owned by the Authority PROVIDED THAT the exercise by the Authority of any of the rights herein shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns nor the Undivided Shares or Management Shares allocated thereto.

(l) To obtain grant of easements, etc.

The right to obtain in favour of the Authority with respect to such part or parts of the Estate which have not been sold or assigned by the Authority and at the Authority's own expense the grant of any rights, rights of way, easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands PROVIDED THAT should any such rights, rights of way, easements or quasi-easements inevitably affect any part of the Estate other than such part or parts of the Estate which have not been sold or assigned by the Authority, the prior approval of the Owners in meeting held pursuant to Clause 67 hereof should be obtained AND PROVIDED FURTHER THAT in exercising such right, it shall not adversely interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict his access to and from his Unit.

(m) To grant easements, etc.

The right to grant any rights, rights of way, easements or quasi-easements over any part or parts of the Estate which have not been sold or assigned by the Authority (including but not limited to (if any) any roads, passageways, walkways, footpaths, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) or to grant any similar rights by licence over any part or parts of the Estate which have not been sold or assigned by the Authority for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the Authority shall deem appropriate PROVIDED THAT

the exercise of the aforesaid rights should be subject to the terms and conditions as set out in the said lease and shall not affect Owners' right to hold use occupy and enjoy their Units or impede or restrict the access to and from any such Units.

(n) To manage Car Park and ancillary rights

(1) For so long as the Authority remains the sole Owner of the Car Park and prior to the execution of any Sub-Deed of the Car Park, the right to manage, maintain, regulate, direct and control the access of motor vehicles (for the avoidance of doubt, including motor cycles and light goods vehicles) and the vehicular traffic to, out of or within the Car Park including the right to appoint at its own expense a professional car park operator for the management maintenance control regulation and direction of the same, and for such purpose the Authority and such professional car park operator shall have the right to erect, install and maintain signs, traffic signs, road markings, shroff office/kiosk, guard kiosks, control barriers and related electronic and mechanical devices at, within or on any part of the Car Park, and to make and enforce rules and regulations in accordance with the relevant legislation from time to time in force, to impose such parking fees and other charges and expenses as the Authority may fix from time to time, and to remove any motor vehicles parked in any area not reserved for parking or any motor vehicle parked in any Parking Spaces without the consent of the Owner or lawful occupier of such Parking Spaces and to levy and collect from the owners of such motor vehicles such impounding removal and storage fees as the Authority may fix from time to time, and to do all such acts and things as may be necessary to provide and regulate unimpeded access thereto by the persons entitled for the time being to the use of the Car Park PROVIDED THAT should any aforesaid right(s) affect any part of the Common Areas and Facilities, the prior approval of the Owners' Committee should be obtained.

(2) So long as the ownership of the Car Park is vested solely in the Authority, the Car Park shall be managed and maintained by the Authority .

(3) For the avoidance of doubt, immediately after the execution of the Sub-Deed of the Car Park the common areas and facilities of the Car Park (which shall then form part of the Common Areas and Facilities) shall be managed by the Manager.

(o) To carry out works at the Common Areas and Facilities

The right to enter, with or without surveyors, workmen, plant, equipment, machinery and material at all reasonable time upon giving reasonable prior notice to the Manager (except in case of emergency) upon the Common Areas and Facilities for the purposes of inspecting, repairing, renewing, maintaining, improving, cleansing, painting or redecorating the Car Park or any part or parts thereof PROVIDED THAT the Authority shall when carrying out such works (i) take proper care and precaution to prevent damage or injury to land, persons or properties, (ii) cause as little disturbance as possible and forthwith make good and reinstate any damage or disturbance caused thereby or in connection therewith, (iii) complete such works as soon as reasonably practicable and (iv) be liable for all loss, damage and demand caused by its act or default in the exercise of the aforesaid right and PROVIDED FURTHER THAT the use and enjoyment by the other Owners of their Units shall not be affected, and the right of access to their Units shall not be limited or impeded.

(p) To designate the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities

The right to designate the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities by way of a written instrument to be entered into by the Authority alone without joining in any Owner and no approval of the Owners in meeting held pursuant to Clause 67 hereof shall be required for the exercise of this right by the Authority PROVIDED THAT this right shall only be exercised by the Authority in accordance with Clause 77 hereof.

(q) To sub-allocate Undivided Shares and Management Shares

Subject to Clause 77 of this Deed, the right to sub-allocate the Undivided Shares and/or the Management Shares allocated to the Car Park prior to the execution of any Sub-Deed of the Car Park PROVIDED THAT the total number of Undivided Shares and/or Management Shares of the Estate and the proportion of the Undivided Shares and/or Management Shares allocated to the Car Park shall remain unchanged and any sub-allocation under this sub-clause shall be upon the same basis as the allocation of the Undivided Shares and/or Management Shares to any other part of the Estate and shall not interfere with any other Owner's right to hold, use, occupy and enjoy the Unit which such other Owner owns AND PROVIDED FURTHER THAT such sub-allocation of the Undivided Shares and/or Management Shares shall be subject to the approval of the Director of Lands.

(r) To dispose of the Car Park

The full, exclusive and unrestricted right and privilege without reference to any other Owners and without the necessity of making the other Owners parties thereto, to sell, assign, charge, mortgage, let, underlet, lease, grant licences over, share, part with possession of, or otherwise dispose of any part or parts of the Car Park (excluding the Visitors' Car Parking Spaces) and the Undivided Shares of and in the said land and the Estate allocated thereto, subject however to the said lease, this Deed and the relevant Sub-Deed.

(s) To obtain consent to change of user

Subject to sub-clauses (g) and (j) of this Clause 11, the right at its own cost and expense to apply to, negotiate and agree with the Government with a view to obtaining any consent to change of user of those Units the exclusive right to hold, use, occupy and enjoy of which has not been sold or assigned by the Authority without the concurrence or approval of the Owners and to execute any documents in the name of the Authority in connection therewith without the necessity of joining in or obtaining the approval of any Owner PROVIDED THAT nothing herein shall absolve the Authority from the requirements of obtaining the prior consent or approval of the relevant Government authorities (if so required) and such consent to change of user shall not in any way result in any Owner except the Authority being liable for payment of any premium or administrative or other fees or affect any other 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 his Unit.

(t) To designate any part or parts of the said land or the Estate as additional Estate Common Areas and Facilities and/or additional Residential Blocks Common Areas and Facilities

The right to designate any area or areas or part of parts of the said land or the Estate that is/are retained or owned by the Authority for the time being to be additional Estate Common Areas and Facilities and/or additional Residential Blocks Common Areas and Facilities whereupon, with effect from such designation, such area or areas or part or parts shall form part of the relevant type of Common Areas and Facilities as hereinbefore

defined and the Owners shall contribute to the maintenance and upkeep of the same in accordance with the provisions of this Deed PROVIDED THAT

(1) such designation is for the benefit of all Owners or the relevant Owners and the approval of the Owners in the meeting held pursuant to Clause 67 hereof has been obtained;

(2) the exercise of the right of the Authority under this sub-clause (t) shall not interfere with any other Owner's right to hold, use, occupy and enjoy the Unit which such other Owner owns; and

(3) immediately after such designation, all the undivided shares (if any) allocated to the additional Common Areas and Facilities shall be assigned to and vested in the Manager in accordance with the provisions hereof by a separate deed.

12. Power of Attorney to the Authority

The Owners hereby jointly, severally and irrevocably APPOINT the Authority (excluding its successors and assigns) or (as the case may be) the sole Owner of the whole Car Park as their attorney and grant unto the Authority (excluding its successors and assigns) or (as the case may be) the sole Owner of the whole Car Park the full right power and authority to do all acts deeds matters and things and to execute, sign, seal and as their act deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the rights reserved under Clause 11 hereof and the Owners hereby further jointly and severally undertake to do all acts, deeds, matters and things and to execute, sign, seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant.

13. Assignment to include covenant

An Owner shall not be entitled to assign the Unit which he owns unless the assignment includes a covenant in substantially the following terms : "The Purchaser hereby covenants with the Hong Kong Housing Authority and any sole owner of the whole Car Park (as defined in the Deed of Mutual Covenant) that the Purchaser acknowledges the rights conferred on the Hong Kong Housing Authority and any sole owner of the whole Car Park in accordance with Clause 11 of Section III of the Deed of Mutual Covenant to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Estate as referred to in the Schedule hereto and be enforceable by the Hong Kong Housing Authority and any sole owner of the whole Car Park that :-

(a) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Hong Kong Housing Authority and any sole owner of the whole Car Park in accordance with Clause 11 of Section III of the Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or impede or hinder the exercise of the said rights by the Hong Kong Housing Authority or any sole owner of the whole Car Park;

(b) the Covenanting Purchaser shall, if required by the Hong Kong Housing Authority or (as the case may be) any sole owner of the whole Car Park, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Hong Kong Housing Authority or any sole owner of the whole Car Park, to facilitate the exercise of the said rights by the Hong Kong Housing Authority or any sole owner of the whole Car Park;

(c) the Covenanting Purchaser hereby expressly and irrevocably appoints the Hong Kong Housing Authority or (as the case may be) the sole owner of the whole Car Park to be its attorney and grants unto the Hong Kong Housing Authority or the sole owner of the whole Car Park the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Hong Kong Housing Authority or the sole owner of the whole Car Park as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

(d) the Covenanting Purchaser shall not sell or otherwise dispose of the Property unless the sale or disposal of the Property is made subject to and upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (a), (b) and (c) hereinbefore contained and this covenant (d)

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

SECTION IV - MANAGEMENT OF THE ESTATE AND POWERS AND FUNCTIONS OF THE MANAGER

14. Manager undertakes to manage the Estate

Subject to the provisions of Clauses 11(n), 15, 28 and 77 hereof and subject also to the provisions of the Ordinance, the management and maintenance of the said land and Estate shall be undertaken by the Manager as agent for and on behalf of all the Owners duly authorised in accordance with the provisions of this Deed or any suitably qualified person company or corporation appointed or employed by the Manager from time to time for the carrying out of such management and maintenance under the powers herein contained but the Manager shall not transfer or assign its rights and obligations under this Deed and shall at all times be responsible for the management and control of the said land and the Estate (including any part thereof) in accordance with the provisions of this Deed.

15. Management of the Car Park

The Car Park shall be managed and maintained by the Owner(s) of the Car Park.

16. Control and management of Common Areas and Facilities

Subject to the approval of the Owners' Committee, the Manager shall have the right to the control and management of the external walls (subject to Clause 11(f) hereof) and the roofs (subject to Clause 11(f) hereof) of all buildings in the Estate forming part of the Common Areas and Facilities and of any part or parts of any building within the Estate which is designed set aside and intended to be used as estate management office, machine rooms, pump rooms, switch rooms and any other purposes required for the management and servicing of the Estate as a whole or of any building or part or parts of any building therein and of any part or parts of the Common Areas and Facilities PROVIDED ALWAYS THAT any income generated from such control and management by the Manager shall accrue to the Owners and be credited to the management fund.

17. Right of Manager to do acts necessary or requisite for management of the Estate

The Manager shall (subject as herein otherwise specifically provided) have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the maintenance and management of the Estate and anything reasonably incidental thereto.

18. Powers, functions and obligations of Manager

Without in any way limiting the generality of the foregoing, the Manager shall have the following powers, functions and obligations, namely :-

(a) To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed and Sub-Deed (if any) and to recover the same by legal proceedings.

(b) To make House Rules before the formation of the Owners' Committee, and subject to the approval of the Owners' Committee (if any), to make, revoke and amend House Rules which must not be inconsistent with the Ordinance or the conditions of the said lease and the provisions contained in this Deed regulating the use, operation, maintenance and management of the Estate and the services, facilities or amenities thereof and the conduct of persons occupying, using or visiting the same and making provisions for the protection of the environment of the Estate and the implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection PROVIDED THAT the House Rules shall not adversely affect or interfere with the use, operation and

enjoyment of the Units or any part thereof. The House Rules set out in the FOURTH SCHEDULE HERETO shall come into force on the date of this Deed and shall remain in force until revoked or amended as aforesaid. A copy of all amendments or additions made from time to time to the House Rules shall be exhibited on the notice boards of the Estate and such House Rules and all amendments or additions thereto shall be binding upon all the Owners and all persons claiming through or under any Owner.

(c) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured all buildings and facilities and all parts thereof within the Estate (except the Car Park save where otherwise required by the Owner(s) of the Car Park in which case the Owner(s) of the Car Park shall bear and pay the requisite premiums for such insurance in respect of the Car Park) to the full new reinstatement value (plus such amount as the Manager may determine as required for demolition and clearance of debris and related professional fees for rebuilding) against loss or damage by fire and other perils as the Manager may from time to time think fit and to take out appropriate insurance against public liability and occupiers' liability in respect of the Common Areas and Facilities, liability as employers in respect of employees employed within or exclusively in connection with the management of the said land and the Estate, and such other liabilities which the Manager may incur in connection with the management of the Estate with some reputable insurance company or companies or otherwise in the name of the Manager for and on behalf of the Owners according to their respective interests therein and to pay all premiums to keep such insurance policies in force. Subject to the provisions of Clause 68 hereof, all monies received from fire or other insurance against loss or damage to the said buildings and facilities shall be applied in reinstating and making good the loss or damage thereto.

(d) To arrange for refuse collection and disposal and to maintain within the Estate a comprehensive system of refuse collection referred to in Clause 3.16 of the said lease to the satisfaction of the Director of Lands and the Director of Food and Environmental Hygiene.

(e) To maintain and monitor the prestressed ground anchors in accordance with the provisions of Clause 4.7 of the said lease.

(f) To keep in good order and repair the lighting and ventilation of the Common Areas and Facilities and to maintain the same in a clean and sanitary state and condition.

(g) To repair and keep in good repair and condition the Common Areas and Facilities and all buildings equipment apparatus services and facilities within the Estate and when necessary to replace any part thereof which requires replacement PROVIDED THAT the Manager shall not effect any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval by an Owners Resolution passed pursuant to Clause 67 hereof.

(h) To paint or whitewash or treat with cement wash or other material as appropriate such of the Common Areas and Facilities and exterior of any building within the Estate forming part of the Common Areas and Facilities as should be painted whitewashed or otherwise treated at such intervals as the same may reasonably be required to be done and in any event if so required by any Government department.

(i) To replace any broken glass in any windows or doors of the Common Areas and Facilities.

(j) To keep in good repair and condition :-

(1) all water pumps, pumphouses, tanks, mains, pipes, sewers, lavatories, drains, water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate;

(2) the drains and channels whether within the boundaries of the said land or the land adjacent thereto or on Government land which the Owners are required by the said lease to construct and maintain to the satisfaction of the Director of Lands;

(3) the fire access, fire hydrants, fire fighting appliances, water pumping connections and other fire service installations and equipment which form part of the Common Areas and Facilities and which the Owners are required to provide and maintain to the satisfaction of the Director of Fire Services; and

(4) any refuse collection point or other facilities forming part of or incidental to the refuse collection system and maintain the same to the satisfaction of the Director of Lands and the Director of Food and Environmental Hygiene.

(k) To keep the lifts in the Common Areas and Facilities within the Estate in good repair and operating condition and to replace the same and any parts that may require replacement.

(l) To remove any structure, installation, signboard, sunshade bracket, fitting, obstruction device, aerial or thing in or on the said land or the Estate or any part thereof which is unlawful or illegal or which contravenes the House Rules and the terms herein contained and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager.

(m) To appoint a solicitor or legal counsel to advise upon any point which arises in the management of the said land and the Estate necessitating professional legal advice and with authority to act for and accept service on behalf of all the Owners of the Estate of all legal proceedings relating thereto (but not 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 Government or other competent officers to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of the Rules of the High Court (as the same may be amended from time to time) or otherwise.

(n) To prevent obstruction of any of the Common Areas and Facilities and to prevent any person from unlawfully parking on, occupying or using any of the Common Areas and Facilities or the roads and footpaths (if any) and the open spaces within the Estate or any part or parts thereof.

(o) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the said land and the Estate in any manner in contravention of the said lease or this Deed or Sub-Deed (if any).

(p) To prevent and to take action to remedy any breach by any Owner or other person residing in or visiting the Estate of any of the provisions of the said lease or this Deed or Sub-Deed (if any).

(q) Except for works as are provided for or permitted hereunder or in accordance with the said lease, to prevent any person detrimentally altering or damaging any part of the said land and the Estate or any of the Common Areas and Facilities or any of the equipment apparatus services or facilities thereof.

(r) To take all steps necessary or expedient for compliance by the Owners with the said lease and in particular to inspect, maintain, repair, demolish, remove, reinstate, erect or construct in accordance with the provisions of the said lease and (if applicable) to the satisfaction of the Director of Lands, Director of Drainage Services or other Government departments (as the case may be) all land, the open space provided pursuant to Clause 3.18(a) of the said lease, slope treatment works (if any), earth-retaining structures (if any), retaining walls (if any) and other support protection drainage ancillary and other works and structures within the said land and also any adjacent or adjoining Government or leased land (if applicable).

(s) Subject to the provisions of Clause 69 hereof to pay Government rents and all other sums which the Owners are required to bear and pay under the said lease and this Deed.

(t) To pay the following charges and expenses :-

(1) charges for electricity (including the operation of lifts pumps and lighting of the Common Areas and Facilities) and water and other similar charges for and in connection with the Estate as a whole and not being in respect of the use of or consumption by any Owner for his own purposes or enjoyment;

(2) remuneration for building supervisors, watchmen, gardeners, cleaners, attendants and the like;

(3) the cost of refuse disposal and maintaining the refuse collection system;

(4) the cost of any other matters and things which the Manager is authorized to do under this Deed;

(5) the premiums payable for insurance in accordance with this Deed;

(6) such legal or other fees and costs which may be incurred by the Manager in performance of any duty or in the exercise of any power by this Deed or Sub-Deed (if any) conferred.

(u) To collect from the Owner of each Unit in the Estate such sum as is payable by him hereunder by way of a security deposit for the liabilities of such Owner under this Deed or Sub-Deed (if any).

(v) To demand and receive from the Owner the amount due by him under this Deed, the deed of grant of easement (if any) or Sub-Deed (if any) on account of his share of the costs charges and expenses of managing and maintaining the said land and the Estate.

(w) To keep proper accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder.

(x) To represent all the Owners or any of them as their or his agent in all matters and dealings with the Government or any Utility Company or other competent authority or any other person whomsoever in any way touching or concerning the said land and the Estate its equipment apparatus services and facilities and the provision of services and facilities to the said land and the Estate.

(y) Subject to Clause 18(aq) hereof and without prejudice to the rights of the Authority under Clause 11(n) hereof and subject to Clause 14 hereof, to enter into contracts and to engage employ remunerate and dismiss solicitors, architects and other professional staff advisers and consultants, contractors, workmen, gardeners, servants, agents, watchmen, building supervisors and other management, maintenance and administrative staff and attendants and to commence, conduct, carry on and defend legal and other proceedings touching or concerning the said land and the Estate) or the management thereof on behalf of all the Owners.

(z) To enforce the due observance and performance by the Owners of the covenants terms and conditions of this Deed, the deed of grant of easement (if any) and Sub-Deed (if any) and to take action in respect of any breach thereof including the commencement conduct and defence of legal proceedings and the registration and enforcement of charges as hereinafter mentioned.

(aa) To prevent obstruction of any of the driveways forming part of the Common Areas and Facilities and the emergency vehicular access in the said land and the Estate and to keep the driveways forming part of the Common Areas and Facilities and the emergency vehicular access at all times in good repair and condition and unobstructed and from time to time as may be necessary to re-align, modify or alter or relocate the driveways forming part of the Common Areas and Facilities and the emergency vehicular access or any of them.

(ab) To permit all persons deputed to act for the Government at all reasonable times to enter into and upon the said land and the Estate to view search and see the condition of the same and to comply with all notices of repair as may be given by such persons.

(ac) To prevent any person from interfering with or removing any tree growing on the said land.

(ad) To engage suitably qualified personnel to inspect, keep and maintain in good and substantial repair and condition and carry out any necessary works in respect of the Slope Structures (if any), in accordance with the provisions of the said lease and in accordance with the Slope Maintenance Guidelines, the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, slope treatment works, retaining walls and other structures. For the avoidance of doubt, it is hereby declared that the onus is on the Owners of the Estate at their own expense to maintain and carry out all works in respect of the Slope Structures in accordance with the said lease and the Slope Maintenance Guidelines, the Slope Maintenance Manual and the guidelines aforesaid and the Manager shall not be personally liable for carrying out any such requirements of the said lease which shall remain the responsibility of the Owners of the Estate if the Manager, having used all reasonable endeavours, has not been able to collect the costs of the required works from all of the aforesaid Owners. The Owners shall pay to the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out any such maintenance and repair works as aforesaid. The Owners' Corporation, if formed, shall also have the authority and power mentioned in this Clause 18(ad).

(ae) To provide and maintain the Loading and Unloading Spaces and the parking space for refuse collection vehicle.

(af) Subject to the terms of the said lease, to prevent the open space referred to in Clause 3.18(a) of the said lease be used for any purpose other than for the active and passive recreational purposes for the use and enjoyment by the residents of the building or buildings in the Estate and their bona fide guests and visitors, and to prevent any person other than

residents of the building or buildings in the Estate or their bona fide guests and visitors from using such open space or any part or parts thereof for any purpose.

(ag) Without prejudice to the rights of the Authority under Clause 11(f) hereof and subject to the terms and conditions as set out in the said lease and this Deed and the approval of the Owners' Committee, to license or otherwise permit or grant the right to any other persons to have access to and to use any part of the Common Areas and Facilities for the purpose of installing aerial broadcast distribution system and telecommunication installations and to carry out such works which are necessary for the installation of such aerial broadcast distribution system and telecommunication installations on such terms as the Manager may deem fit and for this purpose to negotiate and enter into contracts, leases or licence agreements with such persons for the installation, operation, management and maintenance of such aerial broadcast distribution system and telecommunication installations on such terms as the Manager may deem fit PROVIDED THAT the Manager shall assign such contract, lease or licence agreement to the Owners' Corporation (if formed) and PROVIDED ALWAYS THAT any income received or benefit generated in the exercise by the Manager of the aforesaid powers shall accrue to the Owners or the relevant Owners (as the case may be) and be credited to the Special Fund and PROVIDED FURTHER THAT the rights and interest of the Owners shall not be adversely affected and the right of any Owner to the use and enjoyment of any of the Common Areas and Facilities shall not be interfered with and that no nuisance or hazard to any person lawfully in the Estate is caused thereby.

(ah) Subject to the approval of the Owners' Committee, to make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the said land and the Estate or any part thereof and to negotiate and enter into any contract, lease, licence or agreement with the Government or the Utility Company or any person or persons for the supply of such utility and service.

(ai) Subject to the approval of the Owners in meeting held pursuant to Clause 67 hereof, to enter into deed of grant of easement (if any) and to grant such easements, quasi-easements, rights, privileges and licences and enter into such arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management or for the benefit of the Estate and to grant rights of way or access or use to the owners or occupiers of any other premises adjoining the said land and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the said lease or this Deed or interfere with an Owner's right to hold, use, occupy and enjoy his Unit or adversely affect an Owner's rights and interests or impede or restrict the access to and from any such Unit and PROVIDED FURTHER THAT any charges or fees arising from the granting of such rights of way or access or use shall form part of the Special Fund in respect of the relevant part(s) of the Estate.

(aj) Subject to the approval of the Owners in meeting held pursuant to Clause 67 hereof and the terms and conditions as set out in the said lease, to enter into deed of grant of easement (if any) and to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its absolute discretion think fit and to obtain the grant of any easements, quasi-easements, rights, privileges and licences from and to enter into any arrangements and agreements with the Government or owners of any other premises for the benefit of the said land and the Estate or any part(s) thereof upon such terms and conditions as the Manager may in its absolute discretion think

fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict the access to and from any such part of the Estate and PROVIDED FURTHER THAT any charge or fee arising from the grant of such rights of way (if any) shall form part of the Special Fund in respect of the relevant part(s) of the Estate.

(ak) To prepare plan(s) showing the driveways (insofar as it forms part of the Common Areas and Facilities) and emergency vehicular access within the said land and cause a set of such plan(s) to be deposited at the estate management office within the said land for inspection by the Owners.

(al) Subject to the approval of the Owners in meeting held pursuant to Clause 67 hereof or of the Owners' Committee, to convert any part of the Common Areas and Facilities to office(s) or meeting room(s) for use by the Owners' Committee or management committee of the Owners' Corporation or as estate management office or for holding meetings of the Owners and to effect the necessary construction and/or other works on such Common Areas and Facilities for the aforesaid purpose.

(am) Subject to Clause 11(f) hereof, (1) to affix, maintain, alter, renew and remove any one or more signs, signboards, masts, aerials, lighting or other fixtures of whatever kind which is/are for the common use and enjoyment of the Owners on any part or parts of the external walls forming part of the Estate Common Areas and Facilities and the Residential Blocks Common Areas and Facilities subject to the approval of the Owners in meeting held pursuant to Clause 67 hereof or of the Owners' Committee (if the same shall have been established), and (2) to enter into and upon any part of any building (except a Unit owned by an Owner) with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid, and (3) to license or otherwise permit or grant the aforesaid right mentioned in (1) and (2) above to any other person on such terms as the Manager may deem fit subject to the approval of the Owners in meeting held pursuant to Clause 67 hereof or of the Owners' Committee (if the same shall have been established) PROVIDED THAT (i) any fee or monetary benefit arising from the aforesaid licence permission or grant of right shall accrue to the Owners and form part of the Special Fund in respect of the relevant part(s) of the Estate; and (ii) any such signs, signboards, masts, aerial, lighting or other fixtures shall not interfere with the use and enjoyment by any Owner of the part of the Estate owned by him.

(an) To manage, maintain, regulate, direct and control the access of vehicles, the loading and unloading of goods and service vehicles and the vehicular traffic to, out of or within the Common Areas and Facilities and the Manager shall have the right to erect, install and maintain signs, traffic signs, road markings, shroff office/kiosk, guard kiosks, control barriers and related electronic and mechanical devices at, within or on any part of the Common Areas and Facilities and to make and enforce rules and regulations in accordance with the relevant legislation from time to time in force, to impose such parking fees and other charges and expenses (not relating to parking in the Car Park) as the Manager may fix from time to time, and to do all such acts and things as may be necessary to remove any vehicles parked in any area (other than the Car Park) not reserved for parking and to levy and collect from the owners of such vehicles such impounding removal and storage fees as the Manager may fix from time to time PROVIDED THAT any such fees or charges received by virtue of the exercise of the aforesaid rights shall form part of the management funds in respect of the relevant part(s) of the Estate.

(ao) Subject to the approval of the Owners' Committee and subject to Clause 85 hereof, to license or otherwise permit or grant the right to HKCGC and/or any other supplier of gas

(hereinafter collectively called the "the Gas Company") to supply gas to the said land and the Estate or Units and to lay, construct and maintain gas pipes and ancillary installations in under or through the said land and the Estate for the supply of gas to the said land and the Estate or the Units and to negotiate, enter into, renew or terminate any contract, lease, licence agreement or other instrument with the Gas Company or other competent authority or any other person in connection therewith.

(ap) To collect and receive all sums and contributions payable by or on behalf of the owners of the adjacent land and development (as the case may be) under the deed of grant of easement (if any) or otherwise.

(aq) Subject to the consent of the Owners pursuant to an Owners Resolution passed in accordance with Clause 67 hereof, to appoint qualified persons to be the auditor of the accounts and records concerning the management of the Estate and to negotiate and to enter into any arrangement, contract or agreement with such persons regarding the provision of their professional services on behalf of the Owners pursuant to the provisions of this Deed.

PROVIDED THAT nothing herein shall prejudice the power of the Owners at an Owners' general meeting convened under this Deed (prior to the formation of the Owners' Corporation) to require the annual accounts to be audited by an independent auditor of their choice.

(ar) Subject to the said lease and subject to Clause 59 hereof and the approval of the Owners pursuant to an Owners Resolution passed in accordance with Clause 67 hereof or the Owners' Corporation (if the same has been formed), to designate the said shared residential areas and facilities referred to in Clause 2 of Part A of the SECOND SCHEDULE HERETO subject to the terms mentioned in Clause 2 of Part A in the SECOND SCHEDULE HERETO and to demand, collect and receive the sums and contributions payable by the relevant Owners of the other part(s) of the Estate in respect of the said shared residential areas and facilities referred to in Clause 2 of Part A of the SECOND SCHEDULE HERETO and to from time to time agree and enter into agreements with the Owner(s) of the Car Park on the designation, shared use and terms and conditions of the shared use of the said shared Car Park areas and facilities referred to in Clause 3 of Part A of the SECOND SCHEDULE HERETO including the payment by the relevant Owners of the sums and contributions payable by the relevant Owners of the other part(s) of the Estate in respect of the said shared Car Park areas and facilities and to demand, collect, receive and pay such sums and contributions payable by such relevant Owners from time to time.

(as) To maintain and keep the open space provided in accordance with Clause 3.18(a) of the said lease and the area or areas landscaped in accordance with Clause 3.19 of the said lease in a safe, clean, neat, tidy and healthy condition to the satisfaction of the Director of Lands.

(at) To manage the said land and the Estate and the messuage(s) or tenement(s) and all other erections and buildings erected on the said land and the Estate and the roads, paths, grounds, open spaces, footbridges (if any) forming part of the Common Areas and Facilities and the Loading and Unloading Spaces and the parking space for refuse collection vehicle and all areas, parts, services, facilities and installations of and in or serving the Common Areas and Facilities.

(au) To maintain the said land and Slope Structures (if any) in good and substantial repair and condition to the satisfaction of the Director of Lands.

(av) To remove earth, spoil, debris, construction waste or building materials from and make good any damage done to the Government properties referred to in Clause 4.8(a) of the said lease.

(aw) To carry out the Works referred to in Clause 4.9 of the said lease in accordance with the provisions contained therein.

(ax) To repair, make good and reinstate any damage, disturbance or obstruction caused to the said land or any part thereof or any of the Services referred to in Clause 4.9 of the said lease in any manner arising out of the Works referred to in Clause 4.9 of the said lease to the satisfaction of the Director of Lands.

(ay) To operate, upkeep, maintain, repair, renew and manage the Master Meter Rooms in all respects in good repair and operation condition to the satisfaction of the Director of Water Supplies.

(az) To design, construct and maintain the waste pipes referred to and required under Clause 4.12 of the said lease to the satisfaction of the Director of Water Supplies.

(ba) To construct and maintain the drains and channels referred to and required under Clause 4.13 of the said lease to the satisfaction of the Director of Lands.

(bb) To uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.3 of the said lease to the satisfaction of the Director of Lands.

(bc) To enter into any contract for the procurement of any supplies, goods or services but SUBJECT ALWAYS to the provisions in Schedule 7 to the Ordinance.

(bd) To maintain in good condition the Common Areas and Facilities.

(be) To maintain the transformer room(s), cable accommodations and associated facilities of the Estate and to carry out reinstatement work to the same if rendered necessary by the installation, repair or replacement of the equipment of CLP Power Hong Kong Limited.

(bf) To access and/or enter into and upon and remain upon any part or parts of the Estate Common Areas and Facilities and Residential Blocks Common Areas and Facilities, for the purpose of carrying out any operation, inspection, maintenance, repair and renewal, modification, renewal and/or demolition works.

(bg) To require the Owners of Residential Units with Fixed Windows or Window-type Exhaust Fans at their own expense to maintain, replace and/or repair the Fixed Windows or the Window-type Exhaust Fans of their Residential Units and to appoint contractors for carrying out the maintenance, replacement and repair by using those materials as approved by the Manager.

(bh) To observe, perform and discharge the obligations and liabilities imposed on the Owners under Clause 3.15(c), Clause 3.17 and Clause 3.27(a) of the said lease for and on behalf of the Owners.

(bi) To do all such other things as are reasonably incidental to the proper management of the Estate.

AND for the avoidance of doubt, the Manager is not required to manage such part of the Estate in respect of which a Completion Certificate has not been issued.

19. Improving and upgrading Common Areas and Facilities

The Manager shall, subject to Clause 18(g) and subject to the provisions of this Deed, have the power to do all acts or things for the purposes of improving or upgrading the Common Areas and Facilities.

20. Power to enter into Units

The Manager may with or without surveyors workmen and others at all reasonable times and on reasonable notice (except in case of emergency) enter into and upon any part of the Estate (including any Unit therein) for the purpose of carrying out necessary repairs of any part of the Estate (including any other Unit therein) 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 in exercising such right as aforesaid, the Manager shall be liable for any negligent or wilful or criminal acts of its own and the employees, workmen, servants, agents or contractors employed by it and shall cause as little disturbance as possible when carrying out such works and forthwith make good and repair at its own costs and expenses any loss or damage caused thereby.

21. Power of Attorney to Manager

The Owners hereby jointly severally and irrevocably APPOINT the Manager as their attorney and grant unto the Manager the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the Manager's rights mentioned in Clause 18 hereof and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant.

22. Assignment to include covenant

An Owner shall not be entitled to assign the Unit which he owns unless the assignment includes a covenant in substantially the following terms : "The Purchaser hereby further covenants with the Hong Kong Housing Authority and its successors and assigns that the Purchaser acknowledges the rights conferred on the Hong Kong Housing Authority and its successors and assigns as Manager under Clause 18 of the Deed of Mutual Covenant to the intent that such covenants shall bind the Property and the Covenanting Purchaser and shall enure for the benefit of the Estate as referred to in the Schedule hereto and be enforceable by the Hong Kong Housing Authority and its successors and assigns that :-

(a) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Manager (as defined in the Deed of Mutual Covenant) under Clause 18 of the Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Manager;

(b) the Covenanting Purchaser shall, if required by the Manager, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Manager, to facilitate the exercise of the said rights by the Manager;

(c) the Covenanting Purchaser hereby expressly and irrevocably appoints the Manager to be its attorney and grants unto the Manager the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Manager as aforesaid with the full power of

delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

(d) the Covenanting Purchaser shall not sell or otherwise dispose of the Property unless the sale or disposal of the Property is made subject to and upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (a), (b) and (c) hereinbefore contained and this covenant (d)

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

23. Application of insurance money, etc.

Subject to Clause 68 of this Deed, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the said land and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the said land and the Estate.

24. Manager's acts and decisions binding on Owners

The Manager must, on the channels of communication among Owners on any business relating to the management of the Estate:-

(a) if there is an Owners' Corporation, consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation convened under Schedule 3 to the Ordinance and adopt the approach decided by the Owners' Corporation; or

(b) if there is no Owners' Corporation, consult (either generally or in any particular case) the Owners' Committee at an Owners' meeting convened under this Deed and adopt the approach decided by the Owners' Committee.

25. Manager's remuneration

The annual remuneration of the Manager for the performance of its duties hereunder shall be a sum not exceeding 10% of the total annual expenditure (excluding the Manager's annual remuneration, any capital expenditure or expenditure drawn out of the Special Fund PROVIDED THAT the Owners may, by an Owners Resolution passed pursuant to Clause 67 hereof, decide to include at their/its own discretion, any capital expenditure or expenditure drawn out of the Special Fund in calculating the Manager's remuneration at the rate aforesaid as may be reviewed or adjusted as hereinafter provided or at such lower rate as the Owners in a meeting held pursuant to Clause 67 hereof may consider appropriate) necessarily, reasonably and properly incurred in the good and efficient management of the said land and the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Manager's remuneration aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salaries and fees for any staff, facilities, accounting services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall be a direct charge on the Management Expenses. Payment of the Manager's remuneration hereunder shall be made in advance on the first day of each calendar month by twelve equal

calendar monthly instalments each such payment to be in the sum of one twelfth of the annual remuneration of the Manager (being a sum not exceeding 10% of the budgeted annual expenditure for the management of the said land and the Estate payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 50 and 54 hereof, excluding the Manager's remuneration, any capital expenditure or expenditure drawn out of the Special Fund, but subject to adjustment after the actual annual expenditure for the year in question shall have been ascertained). The percentage of the total annual expenditure against which the Manager's remuneration is calculated may be reviewed and adjusted by an Owners Resolution passed pursuant to Clause 67 hereof.

26. Manager not liable to Owners

The Owners shall fully and effectually indemnify the Manager against all actions proceedings claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Estate or anything mentioned below (save that the protection afforded shall exclude any act or omission involving criminal liability or dishonesty or negligence by or on the part of the Manager, its employees, servants, agents or contractors and the Owners shall not be required to indemnify the Manager or its employees, servants, agents or contractors from and against any action claim etc. arising out of any such act or omission). Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, agents or contractors shall not be held liable for :

(a) any damage, loss or injury caused by or in any way arising out of :-

(1) any defect in or failure or breakdown of any of the Common Areas and Facilities, or

(2) any failure, malfunction or suspension of the supply of water, electricity, gas or other utility or services to the said land and the Estate, or

(3) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the said land and the Estate, or

(4) the activity of termites, cockroaches, rats, mice or other pests or vermin, or

(5) theft, burglary or robbery within the said land and the Estate;

unless it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, servants, agents or contractors involving criminal liability or dishonesty or negligence; and

(b) any interruption in any of the services to the said land and the Estate by reason of necessary maintenance and repair and the management contribution or any other charges payable under this Deed or Sub-Deed (if any) or any part thereof shall not be abated or cease to be payable on account thereof.

27. Owners to be responsible for act or negligence of occupiers

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act, omission, neglect, default or negligence of such Owner or any occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied, or by or through or in any way owing to the overflow of water therefrom, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the said land and/or the Estate or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, omission, neglect, default or negligence of all such persons. In such case of loss or damage which the Manager is empowered by this Deed to make

good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers for which the Manager has elected not to repair or make good, such costs charges and expenses together with all other damages recoverable by law shall be recovered by the person or persons sustaining the loss or damage.

SECTION V – APPOINTMENT OF THE MANAGER AND TERMINATION OF APPOINTMENT

28. Delegation of management by Manager

The Manager shall be entitled, at any time and upon such conditions as it thinks fit, to appoint and employ any suitably qualified person company or corporation to carry out certain aspects of the management maintenance and operation of the Estate or any part thereof PROVIDED ALWAYS THAT the Manager shall not transfer or assign its rights, duties and obligations hereunder to any such person company or corporation who shall remain answerable and responsible to the Manager. The Manager shall at all times be responsible for the management and control of the said land and the Estate (including any part thereof) in accordance with the provisions of this Deed.

29. Management undertaking by the Authority

Subject to the provisions of the Ordinance, the DMC Manager shall undertake the management of the said land and the Estate for an initial term expiring 24 calendar months from the date of this Deed or until an Owners' Corporation is formed, whichever is the earlier and shall continue to be the Manager for such further period until the termination of the DMC Manager's appointment in accordance with the provisions of this Deed. The Manager's rights and obligations to manage may be terminated upon :-

(a) the Manager giving not less than 3 months' notice in writing to the Owners' Committee or where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, to each of the Owners and displaying such notice in a prominent place in the Estate; the notice to the Owners referred to in this sub-clause (a) may be given (1) by delivering it personally to the Owner or (2) by sending it by post to the Owner at his last known address or (3) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit; or

(b) prior to the formation of an Owners' Corporation, the passing of an Owners Resolution by a majority of votes of Owners voting either personally or by proxy 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) at a general meeting convened for the purpose to terminate the Manager's appointment without compensation and by the Owners' Committee giving to the Manager not less than 3 months' notice of termination in writing;

PROVIDED ALWAYS THAT no notice of termination given under sub-clause (a) above shall take effect on a date earlier than the date of expiration of the initial term or in the case that the Owners' Corporation is formed prior to the expiration of the initial term, earlier than the formation of the Owners' Corporation and any termination of appointment of the Authority as the DMC Manager shall not affect the rights and obligations of the Authority herein as Owner of Units and other parts of the Estate.

30. Termination of Manager's appointment

(a) Where an Owners' Corporation has been formed, the Owners' Corporation may, upon the passing of a Corporation Resolution by a majority of votes of Owners voting either personally or by proxy and supported by Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote either personally or by proxy at a general meeting convened for the purpose, terminate the DMC Manager's appointment without compensation by the Owners' Corporation giving to the DMC Manager not less than 3 months' notice of termination in writing. In this respect, such Corporation Resolution shall have effect only if such notice of termination is in writing; provision is made in the

Corporation Resolution for a notice period of not less than 3 months or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period; such notice is accompanied by a copy of the Corporation Resolution terminating the DMC Manager's appointment; and such notice and the copy of the Corporation Resolution is given to the DMC Manager within 14 days after the date of the meeting. For this purpose, such notice and the copy of the Corporation Resolution required to be given may be given by delivering them personally to the DMC Manager, or by sending them by post to the DMC Manager at its last known address. For the purpose of this sub-clause (a), only the Owners of Undivided Shares who pay or who are liable to pay Management Expenses relating to those Undivided Shares shall be entitled to vote.

(b) If a notice to terminate a Manager's appointment is given under Clause 30(a) above :-

(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 Clause 30(b)(1) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

(c) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, the provisions in Clause 30(a) above apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.

(d) Clause 30(c) above operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.

(e) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Estate, and the Owners' Corporation has appointed a Manager under sub-clause (b)(2) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission of the Manager appointed under that sub-clause (b)(2) that may otherwise render that person liable for a breach of that undertaking or agreement.

(f) This Clause is subject to any notice relating to the Estate that may be published by the Secretary for Home and Youth Affairs under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section.

31. Obligations of outgoing Manager

(a) Subject to Clause 31(b), if the Manager's appointment ends for any reason, the Manager shall deliver to the Owners' Committee (if any) or the Manager appointed in its place as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, any movable property in respect of control, management and administration of the said land and the Estate that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners;

(b) If the Manager's appointment ends for any reason, the Manager shall within 2 months of the date on which the Manager's appointment ends :-

(1) prepare :-

(i) an income and expenditure account of the Estate for the period beginning with the commencement of the financial year in which the Manager's appointment ends and up to the date of its ceasing to be the Manager; and

(ii) a balance sheet as at the date the Manager's appointment ends;

and shall arrange for such income and expenditure 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

(2) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 31(b)(1) and have not been delivered under Clause 31(a).

(c) When a Manager ceases to be the Manager, he shall assign free of costs or consideration to the Manager appointed in its place or the Owners' Corporation at any time if so required by it, the Common Areas and Facilities together with the Undivided Shares allocated thereto to be held on trust for the benefit of all the Owners.

32. Appointment of substitute Manager

Upon termination of the Manager's appointment in whatever manner or for whatever reason, a meeting of the Owners or the Owners' Committee (after the same shall have been established) shall immediately be convened to elect a Manager to take its place and such meeting shall elect a Manager who shall on the expiry of the term of the outgoing Manager immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee (if established) may on behalf of the Owners enter into a Management Agreement with such new Manager defining its rights duties and obligations. It is hereby declared and agreed that at no time shall the said land and the Estate be without a responsible and duly appointed Manager to manage the same.

SECTION VI – MANAGEMENT EXPENSES AND ENFORCEMENT PROVISIONS

33. Management fee deposit, Special Fund and debris removal fee

(a) The Owner of each Unit shall pay to and at all times keep deposited with the Manager free of interest a sum not exceeding 3 times the monthly sum payable by the Owner under Clause 36 hereof in respect of the Unit as determined by the Manager based on the first year's budgeted Management Expenses. The sum so collected shall be held as a security against the Owner's liabilities as Owner of the Unit and against his obligation to pay the monthly maintenance and management fees as well as his due proportion of public utility deposits for the Estate, and shall not be set off against contributions to be made by him under this Deed. Except where the Authority has made payment in accordance with Clause 33(d)(1) hereof, after the execution of the assignment by the Authority in favour of the first Owner of a Unit (being the assignee from the Authority), such sum shall become payable by such first Owner upon the date on which vacant possession of the Unit is given to such first Owner or the date following the expiration of the 14 working days period from the date of execution of the assignment, whichever is the earlier.

(b) Except where the Authority has made payment in accordance with Clause 33(d)(1) hereof, after execution of the assignment by the Authority in favour of the first Owner of the Unit (being the assignee from the Authority), such Owner shall pay a sum equivalent to 2 times the monthly sum payable by the Owner under Clause 36 hereof in respect of the Unit as determined by the Manager based on the first year's budgeted Management Expenses as initial contribution to the Special Fund and such sum shall become payable on the date specified in Clause 33(a) above.

(c) Except where the Authority has made payment in accordance with Clause 33(d)(1) hereof, upon execution of the assignment by the Authority in favour of the first Owner of the Residential Unit (being the assignee of the Residential Unit from the Authority), such Owner shall pay to the Manager such sum as the Manager may reasonably decide as debris removal fee PROVIDED THAT such sum shall not exceed the monthly sum payable by the Owner under Clause 36 hereof in respect of the Residential Unit as determined by the Manager based on the first year's budgeted Management Expenses. Such sum shall become payable on the date specified in Clause 33(a) above and shall not be transferable or refundable. All remaining sums of the debris removal fee not used up shall be paid into the Special Fund.

(d) (1) The Authority shall make the contribution towards the management fee deposit specified in Clause 33(a) above and the initial contribution towards the Special Fund specified in Clause 33(b) above in respect of any Units which shall remain in its ownership not later than 3 months after (i) the execution of this Deed or (ii) the date when it is in a position validly to assign Undivided Shares appertaining to those Units, whichever is the later. The Authority shall also pay the debris removal fee specified in Clause 33(c) above in respect of any Residential Units which shall remain in its ownership not later than 3 months after (i) the execution of this Deed or (ii) the date when it is in a position validly to assign Undivided Shares appertaining to those Residential Units, whichever is the later. For the avoidance of doubt, no debris removal fee shall be payable by the Owner of the Car Park and the Owner of the Car Park shall be responsible for the removal of the debris generated from the Car Park.

(2) Each Owner covenants with the other Owners to make further periodic contributions to the Special Fund. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by

an Owners Resolution passed pursuant to Clause 67 hereof. If the Owners' Corporation shall have been formed, the Owners' Corporation shall determine, by a Corporation Resolution, 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.

(3) Notwithstanding the other provisions of this Clause 33, the Authority shall not be required to pay the contribution towards the management fee deposit, the initial contribution towards the Special Fund and the debris removal fee in respect of the Undivided Shares and Management Shares allocated to those Units in any building in the Estate in respect of which a Completion Certificate has not been issued. Such sums shall only be payable by the Authority as provided under Clause 33(d)(1) above.

34. Person ceasing to be Owner ceases to have interest in management fund

Any person ceasing to be the Owner of any Undivided Share in the said land and the Estate shall in respect of the Undivided Share of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager to the intent that all such funds shall be held and applied for the management of the Estate as herein provided irrespective of changes in ownership of the Undivided Shares therein PROVIDED THAT any deposit paid by any such Owner under Clause 33(a) herein after the deduction therefrom of any amount attributable to his liabilities or obligations shall, after payment by the new Owner of its deposit payable under Clause 33(a) herein, be refunded to such Owner without interest or may at the request in writing of such Owner be transferred into the name of the new Owner of such Undivided Share as his or part of his deposit or security under Clause 33(a) hereof and PROVIDED FURTHER THAT upon the said land being resumed or re-entered by the Government any balance of the said funds shall be divided amongst the Owners immediately prior to such resumption or re-entry according to their share of Management Shares.

35. Management of Special Fund

(a) The Special Fund will be held by the Manager as trustee for all Owners, to provide for expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, 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.

(b) 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.

(c) All monies received for the Special Fund must be deposited by the Manager with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) in interest-bearing accounts designated for the purposes of the Special Fund, one for Estate Common Areas and Facilities portion and the other for Residential Blocks Common Areas and Facilities portion.

(d) Without prejudice to sub-clause (c) above, if the Owners' Corporation is formed, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the Special Fund.

(e) The Manager shall display a document showing evidence of any account opened and

maintained under sub-clause (c) or sub-clause (d) in a prominent place in the Estate.

(f) The Manager shall without delay pay all money received by it in respect of the Special Fund into the accounts opened and maintained in sub-clause (c) above or, if the Owners' Corporation is formed, the account or accounts opened and maintained under sub-clause (d) above.

(g) Except in a situation considered by the Manager to be an emergency, money must not 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 Estate.

36. Payment of management fees

(a) Subject to sub-clause (c) of this Clause 36, each of the Owners shall pay a monthly sum as determined by the Manager being the due proportion of the Management Expenses in proportion to the number of Management Shares allocated to such part of the Estate of which he has the exclusive right to hold use occupy and enjoy. The amount of such monthly sum shall be determined by the Manager based on the annual budget made in accordance with the provisions of this Deed. The monthly sum as determined by the Manager based on the first year's budgeted Management Expenses shall be notified to the first Owner to whom a Unit (being the assignee from the Authority) is conveyed by deed of assignment by the Authority on or before possession of the Unit is given. After the execution of the assignment by the Owner but before he is given possession of his Unit, the Owner shall first pay to the Manager the said monthly sum as payment in advance together with a proportion of the said monthly sum, in the event that possession is given on any day other than the first day of the month, from and exclusive of the date on which possession of the Unit is given to him or from and inclusive of the date following the expiration of 14 working days after the date of execution of the assignment by the Owner in respect of his Unit, whichever is the earlier, to the last day of the then current month and thereafter in advance on the first day of each succeeding calendar month. The Authority shall pay all costs and expenses including but not limited to Government rent up to and inclusive of the date of assignment of the Unit to the Owner, or the date on which possession of the Unit is given to the Owner if that is later than the date of assignment and the Owner shall not be required to make any payment or reimburse the Vendor for such costs and expenses, PROVIDED THAT the Authority shall not be required to pay all costs and expenses including but not limited to Government rent more than 14 working days after the date of assignment, and thereafter the costs and expenses shall be payable by the Owners.

(b) Subject to sub-clause (c) of this Clause 36, the Authority shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold. After the disposal of such Units by the Authority, the said monthly sums shall be payable by the Owners in respect thereof as provided in Clause 36(a) hereof.

(c) Notwithstanding the provisions of sub-clauses (a) and (b) of this Clause 36, the Authority shall not be required to pay the monthly sum, the costs and expenses and all the payments and contributions referred to under these sub-clauses in respect of the Undivided Shares and Management Shares allocated to those Units (referred to as "the relevant Units" in this sub-clause (c)) in any building in the Estate in respect of which a Completion Certificate has not been issued, except to the extent that the relevant Units benefit from provisions in this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining slopes (if any) or as to security etc. provided by the management of the

completed parts) of the Estate. Except as aforesaid, such monthly sum, costs and expenses and payments and contributions shall only be payable by the Authority as from the date when the Completion Certificate covering the relevant Units has been issued.

(d) Any increase or decrease in the amount payable by the Owners under this Clause 36 shall be adjusted accordingly when the actual Management Expenses are ascertained but not until the Manager has given not less than 30 days' notice in writing in that behalf to each Owner.

(e) For the avoidance of doubt, the Owners of such part of the Estate in respect of which a Completion Certificate has been issued shall not be required to make any contribution for any costs, charges and expenses relating to the management of the Estate in respect of such part of the Estate in which a Completion Certificate has not been issued.

37. Payment in advance of management fee

Each Owner shall before taking possession of the Unit which he owns pay to the Manager a sum equivalent to the monthly sum payable by the Owner under Clause 36 hereof as payment in advance of the management fee for the first month and (if applicable) such proportion thereof referred to in Clause 36 hereof. The Authority shall pay the management fee in advance in respect of any Unit which remains in its exclusive possession or occupation.

38. Manager's remedy

(a) If any Owner shall fail to pay any amount payable hereunder within 30 days from the date on which the same is demanded, the Manager may without prejudice to any other remedy exercisable hereunder or otherwise take legal proceedings against such Owner by civil action to recover the amount or amounts due.

(b) If any Owner shall fail to pay any amount payable hereunder within 30 days from the date on which the same is demanded, the Manager may without prejudice to any other remedy exercisable hereunder or otherwise discontinue provision of management services or facilities to the part of the Estate belonging to such Owner PROVIDED THAT nothing in this Clause shall empower the Manager to interrupt the supply of electricity, water, gas, telecommunications or other utilities to such part of the Estate belonging to such Owner or prevent such Owner's access to his Unit.

39. Interest and collection charge on late payment

In addition to the rights of the Manager under Clause 38 above, if any Owner shall fail to pay any amount payable hereunder within 30 days from the date on which the same is demanded, he shall further pay to the Manager :-

(a) interest calculated at the rate of not exceeding 2% per annum over and above the prime rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited in respect of the amount unpaid, such interest being payable from the due date until payment; and

(b) a collection charge of such sum as the Manager may consider reasonable but not exceeding 10% 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 of the Owner.

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

40. Civil action taken by Manager

All amounts which may be or become payable by any Owner in accordance with the provisions of this Deed and Sub-Deed (if any) together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any provisions of this Deed and Sub-Deed (if any) and legal costs and all other expenses incurred in or in connection with the recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager. The claim in any such action may include a claim for the legal costs (on a solicitor-and-own-client costs basis) of the Manager and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs. In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of all the Owners other than the defaulting Owner and no Owner sued under the provisions of this Deed and Sub-Deed (if any) 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.

41. Registration of charge against Undivided Shares of defaulting Owner

(a) In the event of an Owner failing to pay any amount due and payable by him in accordance with the provisions of this Deed within 30 days from the date on which the same is demanded, the Manager may serve upon that Owner a notice specifying the amount due which shall include any interest payable thereon up to the date of the notice and any collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs referred to in Clause 40 above.

(b) Upon the service of a notice under sub-clause (a) above, the Owner upon whom such notice has been served shall be deemed to have entered into an agreement for a charge in favour of the Manager for the amount specified in the notice together with interest thereon at the rate stated and upon the terms and conditions therein set forth.

(c) The Manager may register in the Land Registry a copy of the said notice against the Undivided Share and interest in the said land and the Estate of the Owner upon whom the notice has been served and the said agreement to enter into a charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment may be obtained for the amount thereof unless such judgment has been fully satisfied.

(d) In the event of the defaulting Owner having paid in full the amount specified to be due and payable in the said notice registered in the Land Registry against his said Undivided Share and interest in the said land and the Estate, the Manager shall cause a notice of satisfaction of such amount to be registered against such Undivided Share and interest as aforesaid in the Land Registry at the cost and expense of such Owner.

42. Order for sale

Any notice registered in accordance with Clause 41(c) hereof shall be enforceable as an equitable charge by action at the suit of the Manager for an order for the sale of the Undivided Share and interest of the defaulting Owner of and in the said land and the Estate together with the right to the exclusive occupation of the part of the Estate held and enjoyed therewith and the provisions of Clause 40 hereof shall apply equally to any such action.

43. Proceedings to enforce this Deed and House Rules

(a) The Manager shall further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner of any one or more equal Undivided Shares of and in the said land and the Estate and any person occupying such part of the Estate through under or with the consent of any such Owner of the covenants conditions and provisions of this Deed and Sub-Deed (if any) binding on such Owner and

of the House Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clauses 40, 41 and 42 hereof shall apply to all such proceedings and to the recovery of any costs damages or other moneys awarded therein.

(b) All damages recovered in any such proceedings shall after defraying any expenses necessary to rectify the non-performance or non-observance as aforesaid be held by the Manager as part of the funds for the management of the Estate and be applied accordingly.

44. Consent fee charged by the Manager

Where any consent is required from the Manager by an Owner, the Manager shall be entitled to charge a reasonable administrative fee for issuing such consent and such administrative fee shall be held by the Manager for the benefit of the Owners and paid into the Special Fund and such consent shall not be unreasonably withheld.

45. Actions by other Owners

Notwithstanding the powers conferred on the Manager by Clauses 36 to 44 hereof, any one or more Owners shall be entitled at his or their own expense to take action against any other Owner or Owners to enforce the provisions of this Deed.

SECTION VII - MANAGEMENT RECORDS AND ACCOUNTS

46. Financial year

The first financial year for the purpose of management of the Estate shall commence from the date hereof and shall terminate on the thirty-first day of March of the following year and thereafter each financial year shall commence on the first day of April and shall terminate on the thirty-first day of March of the following year PROVIDED ALWAYS THAT the Manager shall have the right to change the financial year only once in every period of 5 years upon giving notice in writing to the Owners except with the prior approval of the Owners' Committee (if any) by a resolution.

47. Keeping of records and opening and maintaining of bank accounts

(a) The Manager shall keep true and proper records in respect of the Special Fund and all monies received in the exercise of its powers and duties hereunder and of all expenditure thereof. The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years.

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

(c) Without prejudice to the generality of sub-clause (b) above, if the Owners' Corporation is formed, 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 it from or on behalf of the Owners' Corporation in respect of the management of the Estate.

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

(e) Subject to sub-clauses (f) and (g) below, the Manager shall without delay pay all money received by it in respect of the management of the Estate into the account opened and maintained under sub-clause (b) above or, if the Owners' Corporation is formed, the account or accounts opened and maintained under sub-clause (c) above.

(f) Subject to sub-clause (g) below, the Manager may, out of money received by it in respect of the management of the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).

(g) The retention of a reasonable amount of money under sub-clause (f) above or the payment of that amount into a current account in accordance with that sub-clause and 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).

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

48. Annual accounts

(a) The Manager must prepare an income and expenditure account and balance sheet (in this Clause 48, collectively "Financial Statements") for each financial year.

(b) Each set of Financial Statements prepared under sub-clause (a) above must include details of the Special Fund 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.

(c) Any summary, balance sheet or income and expenditure account prepared under this Clause 48 must be signed by the Manager.

49. Auditing of accounts and records

(a) Any Financial Statements prepared under Clause 48(a) hereof must be properly audited if either the total income or total expenditure contained in the income and expenditure account, or both of them, exceed or are likely to exceed the monetary amount specified in Section 27(2)(c) of the Ordinance.

(b) For the purposes of sub-clause (a) above, any Financial Statements are properly audited if:-

(1) the Financial Statements are audited by an Accountant approved by an Owners Resolution; and

(2) the Accountant reports for the audit under sub-clause (b)(1) above as to whether the Financial Statements are, in the Accountant's opinion, properly prepared so as to give a true and fair view of:

(i) the financial transactions in respect of the management of the Estate for the period to which the income and expenditure account relates; and

(ii) the financial position in respect of the management of the Estate as at the date to which the income and expenditure account is made up,

subject to any qualification that the Accountant thinks fit.

(c) If any Financial Statements are prepared under Clause 48(a) hereof, the Manager must:-

(1) if the Financial Statements are required by sub-clause (a) above to be audited, display a copy of the Financial Statements and a copy of the Accountant's report in respect of the audit in a prominent place in the Estate as soon as reasonably practicable after the Manager obtains the report from the Accountant, and cause them to remain so displayed for at least 7 consecutive days; or

(2) in any other case, display a copy of the Financial Statements in a prominent place in the Estate as soon as reasonably practicable after the Financial Statements are signed in accordance with Clause 48(c) hereof, and cause it to remain so displayed for at least 7 consecutive days.

50. Expenditure covered by annual budget

Every annual budget shall be in 2 parts :-

(a) The first part shall be divided into 3 sections :-

(1) The first section shall cover all expenditure which, in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the general benefit of all Owners as essential or required for the proper management, cleansing, security and maintenance of the said land and the Estate

but without prejudice to the generality of the foregoing shall include the following costs, charges and expenses :-

(i) the expenses for maintenance, operation, control, improvement, renewal, replacement, repair and cleansing of the Estate Common Areas and Facilities and the lighting thereof;

(ii) the expenses for cultivation, irrigation and maintenance of (if any) the lawns, planters and landscaped areas on the Estate Common Areas and Facilities;

(iii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Estate Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Estate Common Areas and Facilities;

(iv) the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Blocks or the Car Park) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Blocks or the Car Park), or that are required to be maintained under the said lease;

(v) (if applicable) the costs and expenses in connection with the inspection, keeping and maintenance of the Slope Structures and the costs and expenses of all slope treatment works and other support or protection works for protection and support of the said land or any part thereof or any adjacent or adjoining land that are required to be protected and supported under the provisions of the said lease (if any) and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual or other guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures;

(vi) the provision of security guard services for the Estate Common Areas and Facilities;

(vii) the costs and expenses of purchasing or hiring all necessary plant, equipment and machinery for the benefit of the Estate Common Areas and Facilities;

(viii) Government rent of the said land under the said lease (but only if no separate assessments or apportionment are made for the individual Units), and such other amounts as the Owners may be required to pay in connection with the discharge of their obligations under the said lease;

(ix) the expenses of refuse collection, storage and disposal in respect of the Estate Common Areas and Facilities;

(x) the remuneration of the Manager calculated in accordance with Clause 25 of this Deed for providing its services in respect of the Estate Common Areas and Facilities;

(xi) the allowance to the Chairman, Vice-chairman (if any), Secretary and Treasurer of the management committee (if the same has been established) under the provisions of the Ordinance;

(xii) the premiums for insurance of the buildings and facilities within the Estate Common Areas and Facilities (as and when taken out by the Manager) against loss or damage by fire and such other perils and the Manager against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;

(xiii) remuneration and related expenses for Accountants (including auditors' fees), caretakers, security guards, watchmen, cleaners, lift operators and such other staff as may be required for the management of the Estate Common Areas and Facilities;

(xiv) the expenses in connection with the carrying out of all or any of the duties of the Manager as set out in this Deed;

(xv) a sum for contingencies and provisions for future deficits;

(xvi) legal and accounting and surveying fees properly and reasonably incurred by the Manager in carrying out the services provided by this Deed;

(xvii) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed PROVIDED HOWEVER THAT any tax payable on the Manager's remuneration shall be borne and paid by the Manager;

(xviii) the licence fees payable to the Government for laying of drains and channels which serve the said land and/or the Estate within or under the Government land adjacent to the said land and other charges to the Government or any person or company for the supply of water to the fire fighting equipment for the Estate;

(xix) the expenses for a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending all or any roads, lanes, pavements, channels, fences and party walls, cesspools, private or public sewers and drains requisite for or in or belonging to the Estate or any part thereof in common with other premises near or adjoining thereto;

(xx) the legal costs and other incidental expense relating to the assignment(s) of the Undivided Shares in respect of the Common Areas and Facilities; and

(xxi) any other items of expenditure which are necessary for the administration, management and maintenance of the said land and the Estate and the facilities for the general benefit of all Owners including but not limited to all staff, office and clerical expenses incurred by the Manager in respect thereof or such proportionate part thereof and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the said land and the Estate and the facilities as well as any other land(s) and building(s) in such manner as shall be reasonably determined by the

Manager having regard to the relevant circumstances.

(2) The second section shall cover the proportion of contributions towards the costs and expenses incurred in respect of the said shared residential areas and facilities referred to in Clause 2 of Part A of the SECOND SCHEDULE hereto to be made by such Owners of the other part(s) of the Estate as referred to and calculated in accordance with Clause 2 of Part A of the SECOND SCHEDULE hereto.

(3) The third section shall cover the proportion of contributions towards the costs and expenses incurred in respect of the said shared Car Park areas and facilities (if any) referred to in Clause 3 of Part A of the SECOND SCHEDULE HERETO to be made by such Owners of the other part(s) of the Estate as shall be calculated and determined in accordance with Clause 3 of Part A of the SECOND SCHEDULE HERETO.

(b) The second part shall cover expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Blocks or otherwise to the Residential Blocks Common Areas and Facilities including in such expenditure the operation, cleansing, maintenance, repair, renewal, replacement and improvement of the Residential Blocks, the Residential Blocks Common Areas and Facilities and the equipment therein, the charges for the supply of flushing water, the operation, maintenance, repair, cleansing, lighting, and security of their entrance lobbies and lift halls and such proportionate part of the general expenditure for cost of staff and security forces and removal and disposal of rubbish as the Manager shall consider fair and reasonable and without prejudice to the foregoing shall include the following costs charges and expenses :-

(1) the expenses for maintenance, operation, control, improvement, renewal, replacement, repair and cleansing of the Residential Blocks Common Areas and Facilities and the lighting thereof;

(2) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Residential Blocks Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Residential Blocks Common Areas and Facilities;

(3) the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns, bearings and other structures constructed or to be constructed for the support of the Residential Blocks and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Blocks;

(4) the provision of security guard services solely for the Residential Blocks;

(5) the costs and expenses of purchasing or hiring all necessary plant, equipment and machinery for common use of the Residential Blocks solely;

(6) the expenses of refuse collection, storage and disposal in respect of the Residential Blocks and the Residential Blocks Common Areas and Facilities;

(7) the remuneration of the Manager calculated in accordance with Clause 25 of this Deed for providing its services in respect of the Residential Blocks Common Areas and Facilities;

(8) the premiums for insurance of the Residential Blocks and the buildings and

facilities within the Residential Blocks Common Areas and Facilities (as and when taken out by the Manager) against damage by fire and such other perils and the Manager against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;

(9) the licence fees payable to the Government for laying of drains and channels which serve exclusively the Residential Blocks within or under the Government land adjacent to the said land and other charges to the Government or any person or company for the supply of water to the fire fighting equipment for the Residential Blocks;

(10) the expenses for cultivation, irrigation and maintenance of (if any) the lawns and planters and landscaped areas on the Residential Blocks Common Areas and Facilities; and

(11) any other items of expenditure which are necessary for the administration, management and maintenance of the Residential Blocks (excluding the Estate Common Areas and Facilities therewithin) and the Residential Blocks Common Areas and Facilities;

PROVIDED THAT

(i) in the event that the Authority exercises its right under the provisions of this Deed and/or Sub-Deed (if any) to designate any part or parts of the Car Park as common areas and facilities, a new section of the annual management budget shall be established by the Manager to cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to all those areas and facilities of the Car Park so designated by the Authority as common areas and facilities in accordance with this Deed and/or Sub-Deed (if any) and such expenditure shall be borne by the Owner(s) of the Car Park. Notwithstanding anything herein contained to the contrary, the Manager is not required to prepare any budget for the management and maintenance of the Car Park prior to the execution of any Sub-Deed of the Car Park;

(ii) subject to the provisions in Schedule 7 to the Ordinance, any procurement of supplies, goods and services by the Manager shall comply with the provisions set out in the FIFTH SCHEDULE HERETO; and

(iii) except with the prior approval by an Owners Resolution passed pursuant to Clause 67 hereof, the Manager shall not carry out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget.

For the avoidance of doubt, the annual budget shall only cover those costs, charges and expenses relating to the management of the Estate in respect of such part of the Estate in which a Completion Certificate has been issued.

51. Calculation of contribution to annual budget

The Manager shall fix the amount to be contributed to the annual budget by each Owner in respect of the Estate managed by the Manager in accordance with the following principles PROVIDED THAT no Owner shall be called upon to pay more than his fair share of Management Expenses :-

(a) Each Owner shall pay for every Management Share allocated to the Unit of which he is the Owner a fraction of the total amount assessed under the first section of the first part of the annual adopted budget in which the numerator shall be 1 and the denominator is equal to the total number of Management Shares allocated to all the Units in the Estate;

(b) Each Owner in addition to the amount payable under sub-clause (a) above shall in respect of each Management Share allocated to the Residential Unit of which he is the Owner pay a fraction of the total amount assessed under the second part of the annual adopted budget in which the numerator shall be 1 and the denominator is equal to the total number of Management Shares allocated to all the Residential Units comprised in the Residential Blocks;

(c) For the avoidance of doubt, the Car Park is a single Unit in the Estate. The Authority as Owner of the Car Park shall pay the amount payable under sub-clause (a) above in respect of the Car Park;

(d) If a Sub-Deed is entered into in respect of the Car Park and a new section of the annual management budget is established for the Car Park in accordance with Proviso (i) of Clause 50 hereof, each Owner of the Car Park shall in addition contribute his due proportion of the budgeted Management Expenses for that section in the manner provided in the Sub-Deed;

(e) The liability of each Owner (including the Authority) to make such payment or contribution shall (subject as aforesaid) in no way be reduced whether the Unit to which he is entitled to exclusive possession is vacant or occupied and whether it has been let or leased to a tenant or is occupied by the Owner himself or by any other person;

(f) The Manager's determination of the amount of contribution payable by each Owner (including the Authority) as aforesaid shall be fair and reasonable and (in the absence of manifest error) be conclusive and binding on all Owners;

(g) Each Owner in addition to the amount payable by him under the foregoing sub-clauses of this Clause shall also where applicable pay such amount as provided in Clause 2 and Clause 3 of Part A of the SECOND SCHEDULE HERETO;

PROVIDED THAT in calculating the amount payable by an Owner under sub-clauses (a), (b) and (c) above whilst any such part or parts of the Car Park is/are let or licensed without charge to the Manager for use in connection with management where the same are necessary for the proper performance by the Manager of its obligations under this Deed then the Manager shall have the discretion to exclude in whole or in part the Management Shares allocated to such part or parts of the Car Park for any of the above purposes during the period such part or parts are being used by the Manager in connection with management as aforesaid.

52. Manager's discretion to attribute costs and expenses to different parts of annual budget

In case where there is any doubt as to the application of the provisions of Clause 50 hereof, the Manager shall have the discretion (which discretion shall be reasonably exercised) to attribute any costs and expenses to any part or parts or section or sections of the annual budget or partly to the one and partly to the other or others.

53. Undivided Shares held by Manager/Owners' Corporation not liable to management contribution

Where the Manager or the Owners' Corporation (as the case may be) has acquired the Undivided Shares allocated to the Common Areas and Facilities as trustee for all the Owners pursuant to

the provisions of the said lease or this Deed then such Undivided Shares shall be exempted from contributing to Management Expenses as provided in this Deed and shall carry no right to vote nor be taken into account for the purpose of calculating the quorum of any meeting.

54. Revised budget

In the event of a deficiency occurring or seeming to the Manager likely to occur or the Manager is of the opinion that any of the budgeted sums for the then current financial year are insufficient to cover all expenditure which is not included in that budget or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be final) requires any revision to the annual budget or any part thereof, the Manager may prepare a revised budget or budgets, and the provisions of Clauses 50 and 59 hereof shall apply mutatis mutandis to the revised budget or budgets as to the annual budget and references herein to the annual budget shall (where the context so admits or requires) be deemed to include such revised budget or budgets.

55. Display of accounts

The Manager shall display in a prominent place in the Estate a copy of the annual accounts, annual budgets, or revised budgets within 14 days after the same have been prepared as herein provided and cause it to remain so displayed for at least 7 consecutive days.

56. Inspection of accounting documents

(a) The Manager must permit a specified person to inspect any accounting document at any reasonable time.

(b) Subject to sub-clause (d) below, if a specified person requests, in writing, the Manager to supply the specified person with a copy of any accounting document, the Manager must supply the specified person with the copy within 28 days after the date on which the request is made.

(c) The Manager:-

(1) may impose a reasonable copying charge for supplying the specified person with the copy in Hard Copy Form; and

(2) must not impose any charge for supplying the specified person with the copy in Electronic Form.

(d) If:-

(1) the request mentioned in sub-clause (b) above is a request for a copy in Hard Copy Form; and

(2) the Manager imposes under sub-clause (c)(1) above a copying charge for supplying the specified person with the copy,

the Manager is not required to comply with the request unless the specified person pays the charge.

(e) In this Clause:-

(1) "accounting document" means:

(i) any book or record maintained, or document kept, under Clause 47(a) hereof;

(ii) any summary of income and expenditure, or balance sheet, prepared under Clause 57 hereof;

(iii) any Financial Statements prepared under Clause 48(a) hereof; or

(iv) any Accountant's report in respect of an audit under Clause 49(b)(1) hereof;

(2) "specified person" means:

(i) an Owner;

(ii) a Registered Mortgagee; or

(iii) any person duly authorized in writing by an Owner or Registered Mortgagee to conduct an inspection mentioned in sub-clause (a) above.

57. Manager's summary of income and expenditure

The Manager shall within 1 month after each consecutive period of 3 months or such shorter period as the Manager may select prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Estate for the general information of the Owners and cause it to remain so displayed for at least 7 consecutive days.

58. Revised Manager's statement

In the event that the annual budget is revised at any time as herein provided the Manager shall prepare and send to each Owner thereby affected a revised Manager's statement showing the revised figures for the then current financial year and the revised advance payments to be paid by that Owner in the then remaining part of the then current financial year. The Owners shall when called upon by the Manager pay the revised monthly sums and revised advance payments pursuant to the revised budget prepared by the Manager.

59. Determination of total amount of Management Expenses

(a) Subject to sub-clauses (c), (e), (f) and (j) below, 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 Estate shall be the total proposed expenditure during that financial year as specified by the Manager in accordance with sub-clause (b) below.

(b) In respect of each financial year, the Manager shall –

(1) prepare a draft budget setting out the proposed expenditure during the financial year;

(2) send a copy of the draft budget to Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days;

(3) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;

(4) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;

(5) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days.

(c) Where, in respect of any financial year, the Manager has not complied with sub-clause (b) above before the start of that financial year, the total amount of the Management Expenses for that financial year shall –

(1) until it has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;

(2) when it has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

(d) Where a budget has been sent or displayed in accordance with sub-clause (b)(5) above and the Manager wishes to revise it, the Manager shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of sub-clause (b) above.

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

(f) If the Owners' Corporation is formed and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) above, the Owners' Corporation decides by a Corporation Resolution, to reject the budget or revised budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) 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 the total amount as the Manager may determine.

(g) Subject to sub-clause (i) below, if an Owner requests, in writing, the Manager to supply the Owner with a copy of any draft budget, budget or revised budget, the Manager must supply the Owner with the copy within 28 days after the date on which the request is made.

(h) The Manager:-

(1) may impose a reasonable copying charge for supplying the Owner with the copy in Hard Copy Form; and

(2) must not impose any charge for supplying the Owner with the copy in Electronic Form.

(i) If:-

(1) the request mentioned in sub-clause (g) above is a request for a copy in Hard Copy Form; and

(2) the Manager imposes under sub-clause (h)(1) above a copying charge for supplying the Owner with the copy,

the Manager is not required to comply with the request unless the Owner pays the charge.

(j) For the purposes of this Clause, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

SECTION VIII - OWNERS' COMMITTEE

60. Establishment of Owners' Committee

There shall be established and maintained an Owners' Committee of the said land and the Estate consisting of a Chairman, a Secretary and various Committee members within 9 months of the execution of this Deed and thereafter biennially the Manager shall convene a meeting of the Owners to elect the Chairman and Committee members to serve on the Owners' Committee. For the time being and unless and until otherwise determined by a meeting of the Owners, the Owners' Committee shall consist of the following members :-

(a) not less than 8 representatives for the Owners of the Residential Blocks to be nominated by the Owners of the Residential Blocks; and

(b) 1 representative for the Owner(s) of the Car Park.

61. Meetings of Owners' Committee

The Owners' Committee shall meet at such times as occasion shall require and in any event, not less than once a year. In regard to such meetings of the Owners' Committee, the following provisions shall apply :-

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

(b) Notice of a meeting of the Owners' Committee shall be served by the person or persons convening the meeting upon each member of the Owners' Committee at least 7 days before the date of the meeting, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. For the avoidance of doubt, the period of 7 days shall exclude the date of the meeting and the date of posting or delivery of such notice.

(c) The notice of meeting referred to in Clause 61(b) above may be given :-

(1) by delivering it personally to the member of the Owners' Committee; or

(2) by sending it by post to the member of the Owners' Committee at his last known address; or

(3) by leaving the notice at the member's Unit or depositing the notice in his letter box of his Unit.

(d) The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.

(e) A meeting of the Owners' Committee shall be presided over by :-

(1) the Chairman; or

(2) in the absence of the Chairman, a member of the Owners' Committee appointed as chairman for that meeting.

(f) At a meeting of the Owners' Committee, each member present shall have 1 vote on a question before the Owners' Committee. If there is an equality of votes the Chairman shall have, in addition to a deliberative vote, a casting vote.

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

62. Functions of Owners' Committee

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

(a) To represent the Owners in all dealings with the Manager;

(b) To liaise with the Manager in respect of all matters concerning the management of the said land and the Estate;

(c) To review the annual budgets and revised budgets;

(d) To approve the House Rules proposed from time to time by the Manager;

(e) To undertake such other duties as the Manager may, with their approval, delegate to them;

(f) To appoint Accountants for audit of the annual accounts prepared by the Manager;

(g) To convene meetings of all the Owners;

(h) To exercise all other powers and duties conferred on the Owners' Committee by virtue of the Ordinance and this Deed; and

(i) To act as the Manager during such period when no Manager is appointed.

63. Reimbursement

Members of the Owners' Committee shall be entitled to be reimbursed for all out-of-pocket expenses necessarily incurred in carrying out their duties as approved by the Owners' Committee.

64. Membership

(a) An Owners' Committee shall be appointed for a term of 2 years and its members shall hold office until a new Owners' Committee is appointed and in the event that no new Owners' Committee is appointed for whatever reasons after the said term of 2 years, the members of the existing Owners' Committee shall continue to act until a new Owners' Committee is appointed PROVIDED ALWAYS THAT a member shall cease to hold office if :-

(1) He resigns by notice in writing to the Owners' Committee; or

(2) He ceases to be eligible under Clause 65 or is not re-elected at the annual general meeting of the Owners at which he stands for re-election; or

(3) He is removed from office by the Owners by ordinary resolution passed at an extraordinary general meeting of the Owners called for the purpose; or

(4) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or

(5) He becomes incapacitated by physical or mental illness.

(b) Retiring members of the Owners' Committee shall be eligible for re-election.

(c) The Owners' Committee may co-opt any eligible Owner to fill any casual vacancy for the current term.

(d) The Owners' Committee may continue to act notwithstanding any vacancies in their number PROVIDED THAT the number is not reduced to less than 5. In the event that the number is reduced to less than 5, the remaining members of the Owners' Committee may act but only for the purpose of appointing other eligible persons to be members of the Owners' Committee.

65. Eligibility

The following persons shall be eligible for election as a member of the Owners' Committee to serve on the Owners' Committee :-

(a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee.

(b) Not more than 1 person from a Unit may stand for election as a Committee member of the Owners' Committee.

PROVIDED THAT no person shall be appointed as a member of the Owners' Committee if :-

(1) he has been declared bankrupt or insolvent or has entered into composition with his creditors; or

(2) he has been convicted of a criminal offence other than a summary offence not involving his honesty or integrity.

66. Records and minutes

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

(1) the appointment of members of the Owners' Committee, the Secretary and the Chairman of the Owners' Committee and all changes therein.

(2) all resolutions and proceedings of the Owners' Committee.

(b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given. Any such person shall also be entitled to extracts or copies therefrom on paying the reasonable charges therefor and all charges paid as aforesaid shall be credited to the Special Fund.

SECTION IX - MEETINGS OF OWNERS

67. Owners' meeting

From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Estate and the first of such meetings of the Owners shall be convened by the Manager as soon as possible but not later than 9 months of the execution of this Deed (and the Manager shall call further and subsequent meetings if required) to appoint a Chairman and the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Corporation. This Clause 67 applies if there is no Owners' Corporation. In regard to such Owners' meetings the following provisions shall apply :-

(a) For the purpose of this Clause 67 (except sub-clause (c) below), a reference to an Owners' meeting:-

(1) is a reference to such a meeting of the Owners convened under this Deed, and

(2) if a meeting mentioned in sub-clause (a)(1) above is adjourned, includes the adjourned meeting.

(b) A meeting may be convened by the Manager or the Owners' Committee or by an Owner appointed to convene such a meeting by the Owners of not less than 5% of the total number of Undivided Shares in aggregate.

(c) Notices of meeting.

(1) A person who convenes an Owners' meeting under this Deed must, at least 14 days before the date of the meeting, give notice of the meeting to each Owner.

(2) The notice of meeting must specify:

(i) the date, time and place of the meeting; and

(ii) the resolutions (if any) that are to be proposed at the meeting.

(3) If the meeting is adjourned, sub-clauses (c)(1) and (c)(2) above apply in relation to the adjourned meeting as they apply in relation to the original meeting.

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

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

(2) by sending it by post to the Owner at his last known address; or

(3) by leaving the notice at the Owner's Unit or depositing the notice in the Owner's letter box of that Unit.

(e) No business shall be transacted at any meeting of the Owners unless a quorum is present when the meeting proceeds to business and the Owners present in person or by proxy who in the aggregate constitute not less than 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 and shall not be construed as the Owners of 10% of the Undivided Shares in aggregate) shall be a quorum.

(f) A meeting of the Owners convened under this Deed must be presided over by the Chairman of the Owners' Committee or, if the meeting is convened under sub-clause (b) above other than by the Owners' Committee, the person convening the meeting.

(g) The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.

(h) Every Owner shall have 1 vote for each Undivided Share (except the Undivided Share allocated to the Common Areas and Facilities) vested in him and in the case of Owners who together are entitled to 1 such Undivided Share such Owners shall jointly have 1 vote for each such Undivided Share and such vote may be cast by (1) a proxy jointly appointed by the co-Owners; (2) a person appointed by the co-Owners from amongst themselves; or (3) if no appointment is made under (1) or (2) above either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners; and in the case of any meeting where more than one of the co-Owners seek to cast a vote in respect of that Undivided Share, only the vote that is cast, in person or by proxy, by the co-Owner whose name in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.

(i) Votes may be given either personally or by proxy and in regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager. In case of any equality of votes, the chairman presiding over the meeting shall have, in addition to a deliberative vote, a second or casting vote.

(j) 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 the body corporate in that behalf, and the instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee, or if the meeting is convened under sub-clause (b) above other than by the Owners' Committee, the person convening the meeting at least 48 hours before the time for the holding of the meeting at which the proxy proposes to vote. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

(k) Save as otherwise herein provided any resolution on any matter concerning the said land and the Estate passed by a majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting shall be binding on all the Owners of the Estate PROVIDED as follows :-

(1) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.

(2) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.

(3) Unless otherwise provided herein, no resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.

(4) Subject to Clause 68 hereof but notwithstanding any other provisions to the contrary herein contained, no resolution concerning the management of the Residential Blocks shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the

total number of Undivided Shares held by Owners of the Residential Blocks who are present in person or by proxy and voting.

(l) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 50% of the total number of Undivided Shares in the said land and the Estate shall be as valid and effectual as if it had been passed at a duly convened meeting of the Owners.

(m) The accidental omission to give notice to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.

(n) (1) Subject to sub-clause (n)(2) below, the procedure at an Owners' meeting convened under this Deed is as is determined by the Owners.

(2) At an Owners' meeting concerning Large-Scale Maintenance Procurement, the specific procedures set out in Part E of the FIFTH SCHEDULE HERETO shall apply.

(o) (1) The Manager must keep minutes of the proceedings at every Owners' meeting.

(2) The Manager must display the minutes in a prominent place in the Estate within 28 days after the date of the meeting to which the minutes relate, and cause the minutes to remain so displayed for at least 7 consecutive days.

(3) The Manager must keep the minutes during the period of 6 years after the date of the meeting to which the minutes relate.

(p) (1) Subject to sub-clause (p)(3) below, if a specified person requests, in writing, the Manager to supply the specified person with a copy of the minutes of the proceedings kept under sub-clause (o) above, the Manager must supply the specified person with the copy within 28 days after the date on which the request is made.

(2) The Manager:-

(i) may impose a reasonable copying charge for supplying the specified person with the copy in Hard Copy Form; and

(ii) must not impose any charge for supplying the specified person with the copy in Electronic Form.

(3) If:-

(i) the request mentioned in sub-clause (p)(1) above is a request for a copy in Hard Copy Form; and

(ii) the Manager imposes under sub-clause (p)(2)(i) above a copying charge for supplying the specified person with the copy;

the Manager is not required to comply with the request unless the specified person pays the charge.

(4) In this sub-clause (p), "specified person" means:-

(i) an Owner;

(ii) a Registered Mortgagee; or

(iii) any person duly authorized in writing by an Owner or Registered Mortgagee to make a request mentioned in sub-clause (p)(1) above.

(q) (1) A natural person authorized by an Owner that is a body corporate (in this sub-clause (q), a "Corporate Owner") under sub-clause (q)(2) below in respect of an Owners' meeting may act for the Corporate Owner for the meeting.

(2) A Corporate Owner may by written notice (in this sub-clause (q), "authorization notice") given in accordance with sub-clause (q)(4) below authorize **1** natural person for the purposes of sub-clause (q)(1) above.

(3) Sub-clause (q)(2) above does not prevent a Corporate Owner from, after it has authorized a person as an Authorized Natural Person in respect of an Owners' meeting (in this sub-clause (q), "original Authorized Natural Person"), authorizing another person as an Authorized Natural Person in respect of the meeting in substitution of the original Authorized Natural Person.

(4) The authorization notice:-

(i) must be given in the Specified Form;

(ii) must, despite anything to the contrary in the constitution of the Corporate Owner, be:-

(I) impressed with its seal or chop; and

(II) signed by a person authorized by it in that behalf; and

(iii) must be given to the person in charge of the meeting at least 48 hours before the time for the holding of the meeting:

(I) by lodging the original of the authorization notice in Hard Copy Form with the person; or

(II) by sending Validly a copy of the authorization notice in Electronic Form to the person.

(5) In sub-clause (q)(4)(iii) above, a reference to the person in charge of an Owners' meeting is a reference to:-

(i) if the meeting is convened by the Owners' Committee, the chairman of the Owners' Committee; or

(ii) in any other case, the Convenor of the meeting.

(6) An Authorized Natural Person who attends an Owners' meeting on behalf of a Corporate Owner under sub-clause (q)(1) above is, for all purposes relating to the meeting, taken to be the Corporate Owner present at the meeting.

(7) A Corporate Owner is, for all purposes relating to an Owners' meeting, taken to cast a vote personally at the meeting if an Authorized Natural Person casts a vote on behalf of the Corporate Owner at the meeting under sub-clause (q)(1) above.

(8) If:-

(i) under another term of this Deed,

(I) in the event that 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast at an Owners' meeting by a person appointed by any or all of the co-Owners; and

(II) one or more of the co-Owners ("eligible co-Owners") are eligible to be so appointed for that purpose;

(ii) an eligible co-Owner is a Corporate Owner; and

(iii) an Authorized Natural Person is available to act for the eligible co-Owner for the meeting,

the Authorized Natural Person is also eligible to be so appointed for that purpose.

(9) If an Authorized Natural Person is available to act for a Corporate Owner for a meeting of the Owners:-

(i) if the Corporate Owner has not appointed a proxy for the meeting, the Corporate Owner is not permitted to do so; or

(ii) if the Corporate Owner has appointed a proxy for the meeting, the instrument appointing the proxy is regarded as revoked.

(10) If an Owners' meeting is adjourned, a Corporate Owner's Authorized Natural Person for the original meeting is, for the purposes of this Deed, also taken to be the Corporate Owner's Authorized Natural Person for the adjourned meeting unless:-

(i) contrary intention is shown on the notice given under sub-clause (q)(2) above in respect of the original meeting ("original authorization notice");

(ii) the original authorization notice is revoked; or

(iii) the Corporate Owner authorizes another person under sub-clause (q)(2) above in respect of the adjourned meeting.

(11) This sub-clause (q) shall not prejudice any other terms in this Deed providing any mechanism, other than the one specified in this sub-clause, by which a natural person may be authorized to act for a Corporate Owner for an Owners' meeting.

(12) In this sub-clause (q), a reference to a person's acting for a Corporate Owner for a meeting

(i) is a reference to

(I) the person's attending the meeting; and

(II) the person's performing all the Functions of an Owner at, or otherwise in connection with, the meeting,

on behalf of the Corporate Owner; and

(ii) does not include the person's performing any Function as a proxy.

(r) For the avoidance of doubt, the Undivided Shares in respect of the Common Areas and Facilities shall carry no right to vote and shall not be taken into account in determining the quorum for the meeting.

SECTION X – EXTINGUISHMENT OF RIGHTS

68. Owners' meeting in the event of the Estate being damaged

Notwithstanding any other provisions to the contrary herein contained, in the event of the Estate or any part of the Estate being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render the same substantially unfit for habitation or occupation or use, Owners of not less than 75% of the Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of such part of the Estate and such meeting may resolve by a majority of not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part(s) of the Estate. The resolution is to be binding upon all the Owners of the damaged part(s) of the Estate.

SECTION XI – MISCELLANEOUS PROVISIONS

69. Payment of rates, etc. to relevant authority direct

Each Owner shall bear and pay directly to the authority concerned all existing and future taxes property taxes rates Government rents assessments and outgoings of every description for the time being assessed or payable in respect of that part of the Estate owned by him.

70. Owner to bear costs of upkeeping interior of Unit

The expenses of keeping the interior of each Unit owned and all the fittings fixtures wiring plumbing gas pipes and other services therein or exclusively serving it (other than main services serving the Estate or any building within the Estate as a whole and other than gas pipes and installations owned by the Gas Company) and all the windows and doors thereof and any Gas Pipe After Meter thereof in good and tenantable repair and condition shall be borne and paid by the Owner thereof.

71. Right of Owners to carry out works in Unit except structural alteration

(a) Subject to the provisions of this Deed the Owner may at his own expense make or install in and subsequently remove from that part of the Estate owned by him any additions, improvements, lights, fittings, fixtures or decorations which can be installed fixed and removed without structural alteration of or damage to the Unit PROVIDED THAT the Owner may not cause or permit or suffer to be caused any damage to any part of the Estate.

(b) In carrying out under the provisions of this Deed any necessary repair work which requires the removal of any additions improvements lights fittings fixtures or decorations the Manager shall not be obliged to make good the affected area or any damage sustained in the carrying out of such work other than to the extent of reinstating the affected area to its original state.

72. Right to exclusive occupation not to be dealt with separately from Undivided Shares

The right to the exclusive use occupation and enjoyment of any part of the Estate shall not be sold, assigned, mortgaged, charged or otherwise dealt with separately from the Undivided Shares with which the same is held (save and except any lawful lettings).

73. Assignment, etc. subject to this Deed

No part of the Estate shall be sold, assigned, mortgaged, charged or otherwise disposed of unless such sale, assignment, mortgage, charge or other disposition is specifically made subject to and with the benefit of this Deed and contains a covenant on the part of the purchaser assignee or other disponent to observe and comply with all the covenants terms conditions and provisions of this Deed.

74. Owners to notify Manager when ceasing to be Owner

Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager of such cessation and of the name and address of the new Owner within 14 days from the date of change of ownership and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the said lease and the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.

75. Public notice boards, etc.

There shall be public notice boards at such places in the Estate 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 3 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

76. Service of notice

(a) Subject as hereinbefore provided and subject also to the service of notice requirements in Schedules 7 and 8 to the Ordinance, in the case of notices to be affixed to the public notice boards, any notice or demand which is required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at that part of the Estate of which the party to be served is the Owner or the letter box thereof PROVIDED THAT :-

(1) where notice is to be given to an Owner whose premises are mortgaged such notice may be served also on the mortgagee if a company at its registered office or its last known place of business in Hong Kong or if an individual at his last known residence in Hong Kong; and

(2) any notice or demand relating to the Common Areas and Facilities shall be sufficiently served if posted on some conspicuous place in the Common Areas and Facilities to which it relates.

(b) Any Owner (other than Owner(s) of the Car Park) who is not residing in his Unit shall provide the Manager with an address within the jurisdiction of Hong Kong for service of notices under the terms of this Deed and Sub-Deed (if any). In the event that the Owner shall fail to provide the Manager with a Hong Kong correspondence address, then the Manager may treat the address of the Unit as the address for service of notices.

(c) All Owners (other than Owner(s) of the Car Park) who do not reside in the jurisdiction of Hong Kong must provide the Manager with an address for service of notices within the jurisdiction.

(d) All notices required to be served upon the Manager shall be sufficiently served if sent by registered post addressed to or if by hand left at the office of the Manager in the Estate.

(e) The Owner(s) of the Car Park (whether prior to or after the execution of any Sub-Deed of the Car Park) must provide the Manager with an address for service of notices within the jurisdiction.

77. Car Park

The Authority shall be solely responsible for the management and maintenance of the Car Park so long as the same is wholly owned by the Authority. At any time when the Authority desires to designate the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities even if the Authority has no intention to sell or assign the Car Park (excluding the Visitors' Car Parking Spaces) as a whole or any part thereof, or before (whichever shall be the earlier) the Authority entering into any agreement for sale and purchase of the Car Park (excluding the Visitors' Car Parking Spaces) as a whole or any part thereof or any assignment thereof, the Authority shall at its own costs and expenses exercise its rights under Clause 11(p) hereof to designate the Visitors' Car Parking Spaces as additional

Residential Blocks Common Areas and Facilities by way of an instrument in writing to be entered into by the Authority alone without joining in any Owner and without requiring any approval from the Owners in meeting held pursuant to Clause 67 hereof SUBJECT TO the following conditions: -

(a) the sub-allocation of the Undivided Shares and the Management Shares to the Visitors' Car Parking Spaces shall be determined by the Authority and approved by the Director of Lands ;

(b) the Undivided Shares sub-allocated to the Visitors' Car Parking Spaces shall form part of the Undivided Shares of the Common Areas and Facilities to the intent that no voting rights shall be attached to such Undivided Shares;

(c) the Management Shares sub-allocated to the Visitors' Car Parking Spaces shall be disregarded by the Manager for the purpose of calculation of contribution to annual budget or other payments to be borne by each Owner under this Deed to the intent that no liability for payment of contribution to annual budget or other payments shall be attached to such Management Shares but without prejudice to sub-clause (e) below;

(d) the users of the Visitors' Car Parking Spaces shall have the full right and liberty (subject always to the provisions of the said lease, this Deed, the House Rules and the rights of the Manager and the Authority as provided in this Deed and in common with all persons having the like right) to use such passages, driveways, ramps, circulation areas, staircases and other facilities of the Car Park serving the Visitors' Car Parking Spaces so designated PROVIDED THAT no person in exercising such right of use shall unreasonably interfere with the general facilities, amenities, equipment or services of the Car Park or any part thereof;

(e) notwithstanding sub-clause (c) above,

(1) the Manager shall, out of the management fund relating to the whole of the Residential Blocks, pay the Management Expenses referable to the use of the passages, driveways, ramps, circulation areas, staircases and other facilities of the Car Park serving the Visitors' Car Parking Spaces as referred to in sub-clause (d) above on a monthly basis to the Owner(s) of the Car Park or to the Manager after the Sub-Deed for the Car Park has been executed (as the case may be);

(2) the amount of such payment shall be determined by the Manager in a fair and reasonable manner by taking into account all relevant matters including but not limited to the costs and expenses for management, maintenance and repair of the passages, driveways, ramps, circulation areas, staircases and other facilities of the Car Park but shall exclude any portion which is attributable to the Owner(s) of the Car Park or the Owners of the Parking Spaces (as the case may be) under the first part of the annual budget referred to in Clause 50(a) hereof. The proportion for calculating the Management Expenses referable to the use of the passages, driveways, ramps, circulation areas, staircases and other facilities of the Car Park serving the Visitors' Car Parking Spaces shall be the same as the proportion of the total gross floor area of the Visitors' Car Parking Spaces bears to the total gross floor area of the Parking Spaces (including the Visitors' Car Parking Spaces so designated); and

(3) If there is no Sub-Deed for the Car Park, the Manager shall take into account the costs and expenses that are reasonably and necessarily incurred by the Owner(s) of the Car Park for the management, maintenance and repair of the passages, driveways, ramps, circulation areas, staircases and other facilities of the Car Park

in making such determination. The determination of the Manager shall be binding on all parties save and except manifest error.

(f) immediately after the said designation, the Authority shall at its own costs and expenses assign the Undivided Shares of such additional Residential Blocks Common Areas and Facilities to the Manager or the Owners' Corporation in accordance with Clause 81 hereof.

78. Deed binding on executors, etc.

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 and shall run with every part of the said land and the Estate.

79. Cessation of liabilities

No person shall be liable under any of the covenants or provisions of this Deed in respect of any Undivided Shares in the said land and the Estate and the premises held therewith after ceasing to be the Owner (as herein defined) thereof save and except in respect of any breach non-observance or non-performance by such person of any such covenant or provision prior to his ceasing to be the Owner thereof.

80. Owners' Corporation

Nothing herein shall prejudice the operation of the Ordinance and the Schedules thereto or be in breach of the said lease and to the extent that any provisions contained herein shall contradict or be in conflict with either the said Ordinance or the said lease, the said Ordinance or the said lease (as the case may be) shall prevail. During the existence of an Owners' Corporation, the general meeting of the Owners' Corporation shall take the place of the meeting of Owners under this Deed, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.

81. Assignment of Common Areas and Facilities to Manager or Owners' Corporation

The Authority hereby declares that it holds the Common Areas and Facilities together with the Undivided Shares allocated thereto on trust for all the Owners and shall immediately after execution of this Deed assign free of any consideration, costs or expense such Common Areas and Facilities together with the Undivided Shares allocated thereto to the Authority as the Manager to the intent that such Common Areas and Facilities together with the Undivided Shares allocated thereto shall be held on trust by the Manager for the benefit of all Owners, and in the event that another manager shall be appointed in the stead of the Authority in accordance with these presents, the Authority as the Manager shall free of any consideration, costs or expense assign such Common Areas and Facilities together with the Undivided Shares allocated thereto to the new manager to the intent that such Common Areas and Facilities together with the Undivided Shares allocated thereto shall be held on trust by the Manager for the benefit of all Owners for the time being of the said land and the Estate PROVIDED THAT if an Owners' Corporation is formed, the Authority as the Manager or any new manager shall, if required by the Owners' Corporation, assign the Common Areas and Facilities together with the Undivided Shares allocated thereto and transfer the management rights and responsibilities of the said land and the Estate, to the Owners' Corporation free of any consideration, expense or cost, in which event, the Owners' Corporation must hold them on trust for the benefit of all Owners for the time being of the said land and the Estate PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities, entitlements, duties and obligations of the Manager contained in this Deed or Sub-Deed (if any). The Undivided Shares allocated to the Common Areas and Facilities acquired by the Manager as trustee for all the Owners pursuant to the provisions of this Deed shall be exempted from contribution to the Management Expenses as provided in this Deed and shall carry no right to vote nor be taken into account for the purpose of calculating the quorum of any meeting.

82. Chinese translation

(a) The Authority shall at its own cost provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation thereof in the estate management office of the Estate within one month after the date of this Deed for inspection by all Owners free of costs and shall provide a copy thereof to any Owner upon request on the payment of reasonable expenses. All charges received must be credited to the Special Fund. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version of this Deed approved by the Director of Lands shall prevail.

(b) The Authority shall at its own cost provide a copy of Schedules 7 and 8 to the Ordinance (English and Chinese versions) in the estate management office of the Estate for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

83. Plans of Common Areas and Facilities

The Authority shall prepare or cause to be prepared a set of plans (certified as to their accuracy by or on behalf of the Authorized Person) showing the Estate Common Areas and Facilities and Residential Blocks Common Areas and Facilities. Such plans shall be kept at the estate management office of the Estate and may be inspected by the Owners free of charge during normal office hours.

84. Slope Maintenance Manual

A copy of the Slope Maintenance Manual (if any) shall be deposited by the Authority in the estate management office of the Estate within one month after the date of this Deed and may be inspected by the Owners free of charge. The Manager shall upon request of any Owner and upon payment of a reasonable copying charge provide such Owner with a copy of the Slope Maintenance Manual. All charges received must be credited to the Special Fund.

85. Gas Supply System

Subject to the terms of any relevant gas supply agreement(s), the Gas Pipe After Meter of a Residential Unit shall be owned by the Owner of the relevant Residential Unit and the repair, upkeep and maintenance thereof shall be the sole responsibility of the Owner of such Residential Unit and the Owners shall only appoint the Gas Company or any other relevant registered gas contractors to carry out any repair, upkeeping and maintenance in relation thereto.

86. Telecommunications network areas

Any contracts, leases or licence agreements ("Contract") for the installation, use and provision of the aerial broadcast distribution or telecommunications network facilities and services to be entered into by the Manager must be subject to the following conditions :-.

(a) the term of the Contract will not exceed three (3) years;

(b) the right to be granted under the Contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and

(c) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities and services, unless the Owner is a subscriber to the relevant service.

87. Maintenance of Works and Installations

(a) All major works and installations in the said land and the Estate which require regular maintenance on a recurrent basis are set out in the SIXTH SCHEDULE HERETO (including any revised schedule) ("the Works and Installations"). The Authority shall compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations ("Works and Installations Maintenance Manual") setting out the following details : -

(1) Existing record plans showing the current as-built position of the buildings and services installations in the said land together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all the Works and Installations and 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;

(2) 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 the Works and Installations and facilities and equipment;

(3) Recommended maintenance strategy and procedures;

(4) A list of items of the Works and Installations requiring routine maintenance;

(5) Recommended frequency of routine maintenance inspection;

(6) Checklist and typical inspection record sheets for routine maintenance inspection; and

(7) Recommended maintenance cycle of the Works and Installations.

(b) The Authority shall deposit a full copy of the Works and Installations Maintenance Manual in the estate management office within one month after the date of this Deed for inspection by all Owners free of charge during normal office hours and taking copies at their own expense and on payment of a reasonable charge. All charges received must be credited to the Special Fund.

(c) The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Estate and their own Units including the Works and Installations (in so far as they are in existence).

(d) All costs incidental to the preparation of the schedule for Works and Installations and the Works and Installations Maintenance Manual shall be borne by the Authority.

(e) (1) Any necessary revisions to the schedule for Works and Installations and the Works and Installations Maintenance Manual (including but without limiting to the addition of works and installations in the Estate, the updating of maintenance strategies in step with changing requirements) can be made and will be decided by an Owners Resolution passed pursuant to Clause 67 hereof, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised Works and Installations Maintenance Manual within such time as may be prescribed by the Owners in such a meeting as aforesaid.

(2) All costs incidental to the preparation of the revised schedule and the revised Works and Installations Maintenance Manual will be paid out of the Special Fund.

(3) The Manager shall deposit the revised Works and Installations Maintenance Manual in the estate management office within one month after the date of its preparation for inspection by all Owners free of charge during normal office hours and taking copies at their own expense and on payment of a reasonable charge. All charges received must be credited to the Special Fund.

88. Covenant by Owners and Manager

All Owners (including the Authority) and the Manager (including the DMC Manager) hereby covenant with each other to comply with the terms and conditions of the said lease so long as they remain as Owners and Manager.

89. Deposit of record relating to consent on merging of Residential Units given under Clause 5.5 of the said lease

The Manager shall deposit in the estate management office the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under Clause 5.5 of the said lease for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

90. Greenery Area

The Greenery Area complying with the Sustainable Building Design Guidelines issued by the Buildings Department will not be used for another purpose without prior consent of the Independent Checking Unit, Office of the Permanent Secretary for Housing or the Building Authority. The Greenery Area with details of its use, size (in area), locations and the common areas thereto are indicated on the plans annexed hereto.

91. Restriction on tampering with the Fixed Windows or the Window-type Exhaust Fans

(a) Save for any maintenance, repair or replacement in accordance with Clause 91(c) below, no Owner of those Residential Units installed with Fixed Windows or Window-type Exhaust Fans shall tamper, alter, vary or remove or cause or permit or suffer any tampering, alteration, variation or removal of the Fixed Windows or the Window-type Exhaust Fans installed in his Residential Unit.

(b) The Authority shall, at its expense provide the drawings and methodologies for the installation, maintenance, replacement or repair of the Fixed Windows and the Window-type Exhaust Fans and the Manager shall keep such drawings and methodologies at the estate management office for inspection by the Owners free of charge during normal business hours. At the request of the Owners, the Manager shall provide photocopies of such drawings and methodologies to such Owners, subject to payment of the reasonable photocopying charges payable by such Owners. All such photocopying charges shall be credited to the Special Fund.

(c) The maintenance, replacement or repair of any of Fixed Windows or Window-type Exhaust Fans installed in any Residential Unit shall be made by the Owner of the relevant Residential Unit at his own cost in accordance with the standards and specifications set out in such drawings and methodologies. The Owners of such Residential Units shall use appropriate materials and appoint qualified contractors for carrying out such maintenance, replacement or repair.

(d) The Fixed Windows installed in any Residential Unit shall be kept closed and locked at all

times for noise mitigation purpose except for maintenance, replacement or repair.

92. Approved AMR Outstations

For the avoidance of doubt, the Approved AMR Outstation(s) as defined in Clause 4.11 of the said lease which are located in any Common Areas and Facilities shall not form part of the Common Areas and Facilities. All Approved AMR Outstation(s) or any of them (whether or not located in Common Areas and Facilities) shall be delivered to the Water Authority by the Authority in accordance with Clause 4.11(g) of the said lease. For the Approved AMR Outstation(s) located in any Common Areas and Facilities, electricity power supply to the Approved AMR Outstation(s) shall be procured by the Manager and the Owners shall bear the electricity charges for the operation of the system as part of the Management Expenses. For the Approved AMR Outstation(s) located in any Unit, electricity power supply to the Approved AMR Outstation(s) shall be procured by the Owner of such Unit who shall also bear the electricity charges for the operation of the system.

THE FIRST SCHEDULE
(REFERRED TO IN RECITAL (D))

Nature of Accommodation	Block	Floor Level	Unit Number	Number of Units	Number of Undivided Shares for Each Unit	Total Number of Undivided Shares Allocated	Number of Management Shares for Each Unit	Total Number of Management Shares Allocated
RESIDENTIAL BLOCKS								
Residential Units	Block A	2/F-28/F	1	27	60	1,620	60	1,620
		2/F-28/F	2	27	60	1,620	60	1,620
		2/F-28/F	3	27	60	1,620	60	1,620
		2/F-28/F	4	27	60	1,620	60	1,620
		2/F-28/F	5	27	60	1,620	60	1,620
		2/F-28/F	6	27	59	1,593	59	1,593
		2/F-28/F	7	27	60	1,620	60	1,620
		2/F-28/F	8	27	60	1,620	60	1,620
		2/F-28/F	9	27	59	1,593	59	1,593
		2/F-28/F	10	27	60	1,620	60	1,620
		1/F-28/F	11	28	73	2,044	73	2,044
		1/F-28/F	12	28	60	1,680	60	1,680
		1/F-28/F	13	28	60	1,680	60	1,680
		1/F-28/F	14	28	73	2,044	73	2,044
		1/F-28/F	15	28	73	2,044	73	2,044
		1/F-28/F	16	28	44	1,232	44	1,232
		1/F-28/F	17	28	44	1,232	44	1,232
		1/F-28/F	18	28	73	2,044	73	2,044
			Sub-total	494		30,146		30,146
	Block B	1/F-28/F	1	28	60	1,680	60	1,680
		1/F-28/F	2	28	60	1,680	60	1,680
		1/F-28/F	3	28	60	1,680	60	1,680
		1/F-28/F	4	28	60	1,680	60	1,680
		2/F-28/F	5	27	60	1,620	60	1,620
		2/F-28/F	6	27	59	1,593	59	1,593
		2/F-28/F	7	27	60	1,620	60	1,620
		2/F-28/F	8	27	60	1,620	60	1,620
		2/F-28/F	9	27	59	1,593	59	1,593
		2/F-28/F	10	27	60	1,620	60	1,620
		1/F	11	1	73	73	73	73
		2/F-28/F	11	27	73	1,971	73	1,971
		2/F-28/F	12	27	60	1,620	60	1,620
		2/F-28/F	13	27	60	1,620	60	1,620
		1/F	14	1	73	73	73	73
		2/F-28/F	14	27	73	1,971	73	1,971
		1/F-28/F	15	28	73	2,044	73	2,044
		1/F-28/F	16	28	44	1,232	44	1,232
		1/F-28/F	17	28	44	1,232	44	1,232
		1/F-28/F	18	28	73	2,044	73	2,044
			Sub-total	496		30,266		30,266
			Sub-total Number of Undivided Shares:			**60,412**		
			Sub-total Number of Management Shares:					**60,412**
CAR PARK								
Car Park						4,796		4,796
			Sub-total Number of Undivided Shares:			**4,796**		
			Sub-total Number of Management Shares:					**4,796**
			COMMON AREAS AND FACILITIES			**10**		**0**
			Total Number of Undivided Shares:			**65,218**		
			Total Number of Management Shares:					**65,208**

THE SECOND SCHEDULE
(REFERRED TO IN CLAUSE 8)

PART A – BENEFITS OF RIGHTS AND PRIVILEGES

1. Rights and privileges granted to the Owners

Rights and privileges the benefit of which is held with each of the Undivided Shares of and in the said land and the Estate PROVIDED THAT all such rights and privileges shall be held and enjoyed subject to compliance with and observance of the covenants, conditions and provisos of the said lease and the provisions of this Deed and to the House Rules and any other regulations from time to time made under this Deed:-

(a) Right of way over Common Areas and Facilities

Full right and liberty (but SUBJECT ALWAYS to the right of the Manager and the Authority herein provided) for the Owner his tenants servants agents invitees and licensees (in common with all other persons having the like right) to go pass and repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of such part of the Estate owned by him.

(b) Right to use Common Areas and Facilities

Subject to Clause 16 of this Deed, full right and liberty for the Owner his tenants servants agents invitees and licensees (in common with all other persons having the like right) to use the Common Areas and Facilities for the purpose for which the same are designed and intended to be used PROVIDED THAT in exercising such right of use no Owner shall damage or interfere with or permit or suffer to be damaged or interfered with the general amenities equipment or services therein provided.

(c) Right to easements, etc.

All rights, rights of ways (if any), privileges, easements and appurtenances belonging or appertaining to or at any time held used occupied or enjoyed with the part of the Estate owned by him.

(d) Right of support and shelter

The right to subjacent and lateral support and to shelter and protection for that part of the Estate owned by him from the other portions of the said land and the Estate.

(e) Right to passage of water, etc.

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to that part of the Estate owned by him through the sewers drains water-courses cables pipes and wires which now are or may at any time hereafter be in under or passing through the Estate or the adjoining, adjacent or neighbouring development or any part or parts thereof which are wholly or partly for the common use of the Owners or occupiers of the Estate for the purpose of use and enjoyment of such part of the Estate owned by him.

(f) Right of entry to other parts of the said land and Estate to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon reasonable prior notice (except in the case of emergency) to enter upon other parts of the said land and the Estate for the purpose of carrying out any works for the maintenance and repair of his 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.

(g) Right of way over driveways

Full right and liberty for any Owner his tenants servants agents invitees and licensees (in common with all other Owners) to go pass and repass over and along the driveways (insofar as it forms part of the Common Areas and Facilities) and to use the same for the purpose of driveways.

(h) Right of entry to the Car Park

Subject to the rights of the Owner(s) of the Car Park as provided in this Deed, the right for any Owner at all reasonable times to enter into the Car Park and to pass and repass across through over or along any entrances, corridors, passages, staircases, stairways of the Car Park or other access thereof PROVIDED THAT the person(s) exercising the aforesaid right shall (1) at all times take proper care and precaution to prevent any damage or injury to land, persons or properties in the exercise of such right, (2) make good and reinstate any loss, damage or disturbance caused to the Car Park or any part(s) thereof as a result of his act or default in the exercise of such right; and (3) be liable for all loss, damage and demand caused by his act or default in the exercise of the aforesaid right.

2. Rights and privileges granted to other Owners to pass and repass and to use certain Residential Blocks Common Areas and Facilities

In addition to the above rights and privileges, the Owners, their successors in title and assigns and their servants, visitors, workmen, licensees and occupiers, in common with the Owners the residents and occupiers of the Residential Blocks their bona fide visitors and all persons having the like right, shall subject to the provisions of this Deed and the said lease at any time or times and from time to time have the full and unrestricted right to pass and repass and to use such of the Residential Blocks Common Areas and Facilities or any component part(s) thereof intended to serve also the other parts of the Estate and as are or shall be designated by the Manager subject to the approval of the Owners pursuant to an Owners Resolution passed in accordance with Clause 67 hereof or a Corporation Resolution (if an Owners' Corporation is formed) (such areas and facilities for the purpose of this Clause are collectively referred to as "the said shared residential areas and facilities") for all purposes connected with the proper use and enjoyment of such other part(s) of the Estate PROVIDED THAT upon the request of the Manager, such Owners of the other part(s) of the Estate shall contribute and pay a fair and due proportion of the total costs and expenses incurred in the management, operation, maintenance, insurance, servicing, repair, renovation, improvement, replacement and the charges for the supply of electricity and other outgoings in respect of the said shared residential areas and facilities according to the proportion of the number of Management Shares allocated to such other part(s) of the Estate to the number of the Management Shares allocated to all part(s) of the Estate using or benefiting from the said shared residential areas and facilities or the relevant part(s) thereof AND PROVIDED ALWAYS THAT the use of the said shared residential areas and facilities shall be subject to the said lease. For the avoidance of doubt, the contributions of such costs and expenses relating to the said shared residential areas and facilities (all being parts of the Residential Blocks Common Areas and Facilities) to be made by the Owners of the Estate in accordance with this Clause shall accrue to

the Owners of the Residential Blocks and be credited towards such part of the management fund relating to the whole of the Residential Blocks.

3. Easement rights and privileges granted to other Owners to pass and repass and to use certain parts of the Car Park

In addition to the above rights and privileges, the Owners, their successors in title and assigns and their servants, visitors, workmen, licensees and occupiers, in common with the Owner(s) and the occupiers of the Car Park, shall, subject to the provisions of this Deed and the said lease, at any time or times and from time to time, have the full and unrestricted right to pass and repass over, along, through and in and to use such parts of the Car Park, or any components, portions or parts thereof (excluding any entrances, corridors, passages, staircases, stairways of the Car Park or other access thereof as referred to in Clause 1(h) under Part A of the Second Schedule to this Deed) intended to serve also the other parts of the Estate (if any) as are mutually agreed from time to time between the Owner(s) of the Car Park and the Owner(s) of such other parts of the Estate as aforesaid, and any areas, systems, devices and facilities located in or within the Car Park or any components, portions or parts thereof through which fresh or salt water, sewage, gas, electricity and other services are supplied to any other part(s) of the Estate as well and such other areas and any other systems, devices and facilities provided or installed in the Car Park or any components, portions or parts thereof and together with all ancillary facilities, installations, equipment, apparatus and plants installed or placed or to be installed or placed therein or thereto and all related structures and systems forming part of the Car Park (if any) as shall be mutually agreed from time to time between the Owner(s) of the Car Park and the Owner(s) of such other parts of the Estate as aforesaid (collectively "the said shared Car Park areas and facilities") (if any) for all purposes connected with the proper use and enjoyment of such other part(s) of the Estate PROVIDED THAT upon the request of the Owner(s) of the Car Park, such Owners of the other part(s) of the Estate shall contribute and pay a fair and due proportion of the total costs and expenses incurred in the management, operation, maintenance, insurance, servicing, repair, renovation, improvement, replacement and the charges for the supply of electricity and other utilities and other outgoings in respect of the said shared Car Park areas and facilities, according to the proportion of the number of Management Shares allocated to such other part(s) of the Estate to the number of the Management Shares allocated to all part(s) of the Estate using or benefiting from the said shared Car Park areas and facilities or the relevant part(s) thereof. For the avoidance of doubt, the respective contributions of such costs and expenses relating to the said shared Car Park areas and facilities (all being parts of the Car Park) to be made by the Owners of the Estate in accordance with this Clause shall accrue to the Owner(s) of the Car Park.

PART B – BURDEN OF RIGHTS AND PRIVILEGES

Rights and privileges subject to which each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held :-

(a) Manager's right of entry for purposes of repairing, etc.

Full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on reasonable prior notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary repairs of the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein or any other apparatus, equipment or services used or installed for the benefit of the said land and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment or to abate any hazard or nuisance therein and generally for the purpose of exercising the powers and functions of the Manager under this Deed or Sub-Deed (if any) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT

the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused.

(b) Right to passage of water, etc.

The free and uninterrupted passage and running of water, sewage, gas and electricity from and to the Estate (other than that part owned by him) through the sewers, drains, water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through that part of the Estate owned by him or any part or parts thereof.

(c) Government's right under the said lease

Full rights and privileges of the Government, the Director of Lands, the Director of Highways, the Director of Drainage Services, the Water Authority and other Government departments specifically excepted and reserved in the said lease.

(d) Other rights

Easements, rights and privileges equivalent to those set forth in Clauses 1, 2 and 3 of Part A of this Schedule.

THE THIRD SCHEDULE
(REFERRED TO IN CLAUSE 9)

Covenants provisions and restrictions referred to in Clause 9 of this Deed :-

1. To pay due proportion of Management Expenses

To pay the due proportion hereinbefore mentioned of all costs, charges, expenses and contribution which may be or become payable for or in connection with the management of the Estate in accordance with the provisions of this Deed.

2. To pay rates, etc.

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

3. Obligations to repair

To keep such part of the Estate of which he is the Owner and all the fittings, fixtures, wiring, plumbing, gas pipes (other than those owned by the Gas Company), the drying rack(s) (if any) and other services therein or serving exclusively such part of the Estate which do not form part of the Common Areas and Facilities in good repair and condition and to maintain the same in a manner consistent with the preservation of the Estate as a whole.

4. Not to obstruct access to open space, main roof and upper roof

Not to obstruct or to permit or suffer any act or thing which might impede the access to and escape from any open space, main roof or upper roof of any building within the Estate or any part thereof in the event of fire and other emergency or for any purposes authorized by this Deed.

5. Obligations to indemnify loss or damage due to overflow of water, etc.

To be responsible for and indemnify the Manager, the Authority and all other Owners and occupiers against all actions, proceedings, costs, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as a result of the act or negligence of any occupier of any part of the Estate of which he is the Owner or any person using such part of the Estate with his consent express or implied or by or through or in any way due to the overflow of water or the escape of electricity or gas therefrom.

6. Recovery of loss or damage by the Manager or affected parties

To be responsible to the Manager, the Authority and the other Owners for the acts and omissions of all persons occupying or visiting any part of the Estate of which he is the Owner or using the same with his express or implied consent and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act neglect or default of all such persons. In the case of loss or damage which the Manager is obliged under the terms of this Deed to make good or repair such costs, charges and expenses shall be recoverable by the Manager as hereinbefore provided and in the case of loss or damage suffered by the Authority or other Owners or occupiers of the Estate which the Manager is not responsible to repay 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.

7. Service of notice

(a) All notices required to be served upon the Manager shall be sufficiently served if sent by registered post addressed to or if by hand left at the office of the Manager in the Estate.

(b) Any Owner who is not occupying his Unit shall provide the Manager with an address in Hong Kong for service of notices under this Deed.

(c) Without prejudice to Clause 76(e) hereof, any Owner who does not reside in the jurisdiction of Hong Kong must provide the Manager with an address for service of notices within the jurisdiction. In the event that the Owner shall fail to provide the Manager with a Hong Kong correspondence address, then the Manager may treat the address of the Unit as the address for service of notices.

8. To notify change of ownership

In the event of any change of ownership whether by sale assignment mortgage charge or otherwise to notify the Manager in writing of the change within 14 days from the date of such change.

9. To observe the said lease etc.

To observe perform and comply with all the covenants conditions and provisions of the said lease, this Deed, Sub-Deed (if any) and the House Rules.

10. To observe Housing Ordinance

To observe and comply with the provisions of the Housing Ordinance (Cap.283).

11. Not to make structural alteration

Save as otherwise provided in this Deed, not to make any structural alteration, including any vertical structural elements, to any part of the Estate of which he is the Owner without the prior permission of the Manager nor make any structural alteration which may damage or affect or will interfere with the use and enjoyment of any part or parts of the said land or the Estate or affect the right of any other Owners and nothing herein shall have the effect of preventing an Owner from taking action against another Owner for a breach of this provision.

12. Not to cut, damage, etc. Common Areas and Facilities

Not to cut, damage, maim, obstruct, clog, alter or interfere with or permit or suffer to be cut, damaged, maimed, obstructed, clogged, altered or interfered with any part or parts of the Common Areas and Facilities or any of the sewers, drains, water-courses, conduits, pipes, cables, wiring, fixtures, equipment, apparatus or services of the Estate.

13. Use in accordance with the said lease, etc.

Not to use or permit or suffer any Unit of which he is the Owner to be used for any purpose whatsoever except in accordance with the said lease, this Deed, Sub-Deed (if any) and any Ordinances and Regulations from time to time applicable thereto.

14. Not to use for illegal or immoral purpose, etc.

Not to use or permit or suffer any part of the Estate of which he is the Owner to be used for any illegal or immoral purpose nor cause or permit or suffer to be done any act or thing in any such part of the Estate which may be contrary to or in breach of any relevant Ordinance Regulation or by-law or the

covenants, terms, and conditions under which the said land is held or which may be or become a nuisance or annoyance to or cause damage to other Owners and occupiers for the time being of the said land and the Estate.

15. No obstruction of Common Areas and Facilities

(a) Not to obstruct any part or parts of the Common Areas and Facilities and not to place or leave thereon any refuse or other matter or things and not to do nor suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of the said land and the Estate.

(b) Not to put or place any dust and refuse bins, furniture or chattels or any other things in the corridors, lifts, staircases, fire escape routes or any part or parts of the Common Areas and Facilities.

(c) Not to place or permit or suffer any obstruction to be placed in any part or parts of the driveways (insofar as it forms part of the Common Areas and Facilities) or any part or parts of the Common Areas and Facilities.

16. Not to exhibit advertisements, etc.

Not to exhibit in or upon any part of the Estate any name writing drawing sign-board plate advertisement or placard of any kind PROVIDED THAT this Clause shall not apply to the exhibition of the Owner's or occupier's name in places specifically provided therefor in the Car Park, entrance halls (if any) and outside each Unit.

17. Not to paint exterior of building

Except as provided herein and subject to Clause 11(f) of this Deed, not to paint the outside of the Estate or any part of the said land and not to do or permit or suffer to be done anything which may or will in any way alter the facade or external appearance (including the paint or colour thereof) of any building in the Estate or main door of any premises in any such building without the prior consent in writing of the Manager.

18. Not to affect insurance

Not to do or permit or suffer to be done any act or thing in contravention of the said lease or whereby any insurance on the said land or the Estate or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause in addition to any other liability incurred thereby to pay the amount of any increase in premium caused by or on account of such breach.

19. Not to partition

Not at any time to exercise or attempt to exercise any statutory or common law right to partition the Estate or any part thereof.

20. Not to use Unit for business purposes, etc.

Subject to and save for the rights reserved in this Deed to the Authority not to use or permit or suffer to be used any Unit within the Residential Blocks as a guest house, ballroom, cabaret or discotheque, dance-hall or bar of any kind, nursery, gymnasium, school, clinic, hotel, office or for any religious gathering, tutorial or cooking classes or any other business or any commercial or industrial purpose whatsoever.

21. Preservation of trees

Not to interfere with or remove any trees growing on the said land or adjacent thereto without the prior written consent of the Manager and the Director of Lands.

22. No use of rock crushing plant

Not to use or permit or suffer the use of any rock crushing plant on the said land except with the prior written approval of the Director of Lands.

23. Not to erect signs, etc. without consent

Subject to the rights reserved to the Authority under Clause 11(f) of this Deed, not to erect, install, affix or project any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever anywhere outside any Unit or extending beyond the boundary of a Unit or on or visible from any the exterior part of the Estate or any part of the said land or otherwise affixed to or projected from the Estate or the said land or any part thereof.

24. Restriction on use of Parking Spaces, Loading and Unloading Spaces, and parking space for refuse collection vehicle

Not to use or permit or suffer to be used any of the Parking Spaces, the Loading and Unloading Spaces and the parking space for refuse collection vehicle for any purpose other than for the purpose set out in Clause 3.24(a), the purpose set out in Clause 3.24 (c) of the said lease and the purpose of parking refuse collection vehicles, and in particular, not to use or permit or suffer to be used the Parking Spaces for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

25. No erection of grave or columbarium

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

26. Maintenance of Slope Structures and deposit of Slope Maintenance Manual

The Owners shall at their own expenses maintain and carry out all works in respect of the Slope Structures (if any) as required by the said lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The Authority shall deposit a full copy of the Slope Maintenance Manual in the estate management office of the Estate 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.

27. Not to convert and designate or re-convert or re-designate the Common Areas and Facilities

(a) No Owner (including the Authority) may convert any of the Common Areas and Facilities to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained and any payment received for the approval must be credited to the Special Fund.

(b) No Owner (including the Authority) shall have the right to convert or designate any of his own areas as Common Areas and Facilities unless the approval of the Owners in meeting held pursuant to Clause 67 hereof has been obtained.

(c) No Owner (including the Authority) and no Manager (including the DMC Manager) shall have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

(d) Notwithstanding anything contained in sub-clause (b) above, the exercise of the right of the Authority to designate the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities pursuant to Clause 11(p) and in accordance with Clause 77 hereof shall not require any approval of the Owners in meeting held pursuant to Clause 67 hereof.

28. Not to interfere with Gas Supply System

Not to alter, repair, connect to or in any other way interfere or tamper with or affect the Gas Supply System or any part(s) thereof or its operation without the prior written consent of the Gas Company and in the event of any leakage of gas or damage to the equipment or piping within his Unit to immediately notify the Gas Company or its duly appointed agent and (subject to the provisions of the relevant gas supply agreement with the Gas Company) pay the costs and expenses of maintaining, repairing and replacing such equipment including the piping and meter inside his Residential Unit.

29. Regarding the Parking Information System Area

After completion of the works for the Parking Information System Area and the installation of the Facilities, Installations and Equipment in accordance with Clause 3.25(a)(ii) of the said lease, so long as the ownership of the Car Park is wholly vested in the Authority or any sole Owner prior to the execution of any Sub-Deed of the Car Park, the Authority or such sole Owner of the Car Park (as the case may be) shall, at all times during the said term of years, maintain the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the obligations under Clause 3.25(b) of the said lease and in all respects to the satisfaction of the Commissioner for Transport in accordance with Clause 3.25(a)(ii) of the said lease and to pay the cost involved. For the avoidance of doubt, immediately after the execution of the Sub-Deed of the Car Park, the obligation in relation to the management and maintenance of the Parking Information System Area and the Facilities, Installations and Equipment (which shall then form part of the common areas and facilities under the said Sub-Deed of the Car Park) under this Clause 29 shall be undertaken by the manager appointed under the Sub-Deed of the Car Park.

30. Regarding submission of the Parking Information

So long as the ownership of the Car Park is wholly vested in the Authority or any sole Owner prior to the execution of any Sub-Deed of the Car Park, the Authority or such sole Owner of the Car Park (as the case may be) shall at all times throughout the said term of years, in all respects to the satisfaction of the Commissioner for Transport submit or cause to be submitted to the Commissioner for Transport the Parking Information in such format and at such time and intervals as the Commissioner for Transport may from time to time require or specify in writing in accordance with Clause 3.25(b) of the said lease and to pay the cost involved. For the avoidance of doubt, immediately after the execution of the Sub-Deed of the Car Park, the obligation in relation to the submission of the Parking Information under this Clause 30 shall be undertaken by the manager appointed under the Sub-Deed of the Car Park.

THE FOURTH SCHEDULE
(REFERRED TO IN CLAUSES 1 and 18(b))

HOUSE RULES

1. Parking

No portion of the Estate (except within the Parking Spaces and with the permission of the Owners thereof) may be used by the Owner or occupier for motor vehicle (for the avoidance of doubt, including motor cycles and light goods vehicles) parking purposes.

2. Guest Parking

Each Owner shall ensure that his guests do not use any part of the Estate except within the Parking Spaces (and with the permission of the Owners thereof) or within the Visitors' Car Parking Spaces (and with the permission of the Manager after the designation of the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities in accordance with the provisions of this Deed) for motor vehicle (for the avoidance of doubt, including motor cycles and light goods vehicles) parking purposes.

3. Employee of Manager

No Owner or occupier may use or employ an employee of the Manager for his own private or business purposes whether within or outside the Estate, provided that whilst the Authority remains to be the Manager as well as the Owner of the Car Park or any part thereof, the Authority and its employees are entitled to manage at the sole cost of the Authority the Car Park or such part thereof which remains in the Authority's ownership as the Owner thereof and for the avoidance of doubt, the management and maintenance costs for the Car Park or any part thereof will not be included in the management budget nor the calculation of the Manager's remuneration under this Deed.

4. No aerial to be erected outside

Subject to Clause 18(ag) of this Deed, no Owner or occupier may attach or erect any radio or television aerial to or from the exterior of any building within the Estate.

5. Disposal of refuse

Refuse shall be disposed of in such manner as the Manager shall in exercise of its power under Clause 18(d) hereof direct.

6. No external shades, etc.

Subject to Clause 11(f) of this Deed, no external shades, awnings or window guards may be used in or on any building within the Estate and no Owner may paint the outside of his Unit or any building or any part thereof nor alter the exterior window glass nor do any other act or thing which would alter or affect the external appearance of any building except such as may have been approved in writing by the Manager.

7. No flower pot, etc. outside building

No Owner or occupier may place, install, exhibit or affix any flower-pot, frames or cage on or at any window or on or upon any part of the exterior of any building within the Estate.

8. No clothing or laundry outside

No clothing or laundry may be hung outside any Unit (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities of the Estate.

9. No sign, signals, etc.

Subject to Clause 11(f) of this Deed and Clauses 16 and 17 of the THIRD SCHEDULE HERETO, no sign signal advertisement or illumination may be inscribed or exposed on or at any window or other part of any building within the Estate nor may any unauthorized object be projected out of any window of any building except with the prior consent of the Manager who may in granting such consent impose such conditions as he deems fit.

10. Installation of air-conditioners

No air conditioning unit may be installed on or through the external wall of any part of any building within the Estate except in the apertures provided for such purpose unless with the specific written permission of the Manager who may when giving consent impose such conditions including but not limited to the taking of measures to avoid condensation dripping onto premises below or to avoid excessive noise.

11. No playing in common halls

The common halls, stairways and lifts of all buildings within the Estate are not for play. Any damage to any part of any building within the Estate or discolouration of the walls or decorations in or of any building shall be paid for by the person or persons who cause such damage or discolouration or by the Owner or occupiers of such part of the Estate in which such person or persons reside or is/are visiting.

12. No obstructions

Except as permitted under the provisions of this Deed, no articles or obstruction may be placed in any of the Common Areas and Facilities or any building in the Estate. No articles or obstruction may be placed in any part of the driveways (insofar as it forms part of the Common Areas and Facilities) and emergency vehicular access.

13. To keep clean

Each Owner or occupier shall keep such part of the Estate owned or occupied by him in a good state of preservation and cleanliness and shall be responsible for ensuring that no dirt, refuse, waste or other matter is dropped from or thrown or swept outside the same on to the Common Areas and Facilities or onto any part of the Estate.

14. Flush system

No Owner may do or suffer or permit to be done anything whereby the flush or drainage system of any building within the Estate may be clogged or the efficient working thereof impaired.

15. Water-closets or apparatus

Water-closets and other water apparatus in any building within the Estate may not be used for any purpose other than those for which they were constructed nor may any sweepings, refuse, rags or any other articles be deposited in the same. Any damage resulting from misuse of any water-closets or apparatus shall be paid for by the Owner or occupier of such part of the Estate in which it shall have been caused.

16. Noise

No Owner or occupier may make or permit to be made any disturbing noise in any building within the Estate or do or permit anything to be done in any building which interferes with the rights comfort or conveniences of other Owners or occupiers. No Owner or occupier may play or permit or suffer to be played mahjong or any musical instrument or permit or suffer to be operated any wireless television or recording equipment in such part of the Estate owned or occupied by him between the hours of 11 o'clock p.m. and the following 7 o'clock a.m. so as to disturb or annoy other occupants of any building.

17. No animal, etc.

(a) No dogs may be brought or kept upon any part of the Estate.

(b) Subject to sub-clause (a) of this Clause 17, no animal, bird or livestock of any description may be brought or kept upon any part of the Estate without the prior written consent of the Manager

18. Manager's consent

Any consent or approval given under the House Rules by the Manager may be revoked at any time.

19. To repair defective drains, etc.

Each Owner or occupier shall be responsible, upon notification by the Manager, to repair any defective drains, outlets or connections to any water-closets or other water apparatus in such part of the Estate owned or occupied by him and shall be responsible for any damage to any other part of the Estate resulting from the disrepair of the said drains, outlets and connections.

20. Water from common pipes

No Owner or occupier may obtain or cause to be obtained any water from any supply pipe installed in the Common Areas and Facilities for cleaning or washing private cars or vehicles of any description.

21. Floor loading capacity

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

22. Metal grille, shutter or gate

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 Ordinance (Cap.95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities and the design of any metal grille or shutter or gate shall, prior to the installation thereof, first be submitted to the Manager for its approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

23. Dangerous goods, etc.

No Owner shall store or permit to be stored in any Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating or as may be required for the provision of gas pursuant to any relevant gas supply agreement(s).

24. Complaints concerning the Estate

All complaints touching or concerning the Estate or any part thereof shall be made in writing to the Manager.

PROVIDED ALWAYS THAT the rules contained in this FOURTH SCHEDULE must not be inconsistent with the provisions of this Deed, and in the event of any conflict between the provisions of this Deed and the aforesaid rules, amendments, revisions and/or supplements, the former shall prevail.

THE FIFTH SCHEDULE
(REFERRED TO IN PROVISO (ii) of CLAUSE 50)

Procurement of Supplies, Goods and Services

Part A – Keeping of and Permitting Inspection of Procurement Documents

1. Keeping of procurement documents.

(a) This paragraph 1 applies if there is no Owners' Corporation.

(b) If a contract is entered into for the procurement of any supplies, goods or services required by the Owners in the performance of a Function under this Deed or the Ordinance, the Manager must, during the period of 6 years after the date on which the contract is entered into, keep all the procurement documents.

(c) In sub-paragraph (b) above, "procurement document", in relation to the procurement of any supplies, goods or services:-

(i) means a document:-

(1) that contains information that enables a person who inspects it to (whether with or without any other document) readily verify the financial liability incurred by the Owners for the procurement; or

(2) that otherwise relates to the procurement,

such as a tender document, copy of contract, statement of account and invoice; and

(ii) does not include a declaration made under Part D of this Schedule.

2. Permitting inspection of procurement documents.

(a) The Manager must, at the written request of not less than 5% of the Owners, permit any of those Owners or any person appointed by those Owners to inspect, at any reasonable time, any document kept by the Manager under paragraph 1(b).

(b) Subject to sub-paragraph (d) below, if a person who is permitted under sub-paragraph (a) above to inspect any document ("requester") requests, in writing, the Manager to supply the requester with a copy of the document, the Manager must supply the requester with the copy within 28 days after the date on which the request is made.

(c) The Manager:-

(i) may impose a reasonable copying charge for supplying the requester with the copy in Hard Copy Form; and

(ii) must not impose any charge for supplying the requester with the copy in Electronic Form.

(d) If:-

(i) the request mentioned in sub-paragraph (b) above is a request for a copy in Hard Copy Form; and

(ii) the Manager imposes under sub-paragraph (c)(i) above a copying charge for supplying the requester with the copy,

the Manager is not required to comply with the request unless the requester pays the charge.

Part B – Specific Requirements for Certain Types of Procurement

3. Type 1 High-Value Procurement.

(a) The Manager must not enter into any contract for any Type 1 High-Value Procurement unless:-

(i) the procurement complies with any Code of Practice concerning the procurement; and

(ii) the procurement is conducted by an invitation to tender.

(b) Moreover, if there is no Owners' Corporation:-

(i) the requirements for tendering specified in Part C of this Schedule must be complied with in relation to the procurement; and

(ii) the requirements relating to declarations specified in Section 1 of Part D of this Schedule must be complied with in relation to the procurement.

(c) However, sub-paragraphs (a)(ii) and (b)(i) above do not apply in relation to the procurement if:-

(i) the supplies, goods or services to which the procurement relates ("target supplies, goods or services") are of the same type as any supplies, goods or services that are for the time being supplied by a supplier for the Estate; and

(ii) it is decided by:-

(1) in the case of sub-paragraph (a)(ii) above:

(A) if there is an Owners' Corporation, a Corporation Resolution; or

(B) if there is no Owners' Corporation, an Owners Resolution; or

(2) in the case of sub-paragraph (b)(i) above, an Owners Resolution,

that the target supplies, goods or services must be procured from that supplier on the terms and conditions that are specified in the resolution, instead of by an invitation to tender.

4. Type 2 High-Value Procurement.

(a) The Manager must not enter into any contract for any Type 2 High-Value Procurement unless:-

(i) the procurement complies with any Code of Practice concerning the procurement;

(ii) the procurement is conducted by an invitation to tender;

(iii) for every tender submitted for the procurement, whether it is accepted or not is decided by:-

(1) if there is an Owners' Corporation, a Corporation Resolution; or

(2) if there is no Owners' Corporation, an Owners Resolution; and

(iv) the contract is entered into with the tenderer whose tender is accepted as decided in the way mentioned in sub-paragraph (a)(iii) above.

(b) Moreover, if there is no Owners' Corporation:-

(i) the requirements for tendering specified in Part C of this Schedule must be complied with in relation to the procurement; and

(ii) the requirements relating to declarations specified in Section 1 of Part D of this Schedule must be complied with in relation to the procurement.

(c) However, sub-paragraphs (a)(ii), (iii) and (iv) and (b)(i) above do not apply in relation to the procurement if:-

(i) the supplies, goods or services to which the procurement relates ("target supplies, goods or services") are of the same type as any supplies, goods or services that are for the time being supplied by a supplier for the Estate; and

(ii) it is decided by:-

(1) in the case of sub-paragraph (a)(ii), (iii) or (iv) above –

(A) if there is an Owners' Corporation, a Corporation Resolution; or

(B) if there is no Owners' Corporation, an Owners Resolution; or

(2) in the case of sub-paragraph (b)(i) above, an Owners Resolution,

that the target supplies, goods or services must be procured from that supplier on the terms and conditions that are specified in the resolution, instead of by an invitation to tender.

(d) Despite anything to the contrary in a contract entered into for any Type 2 High-Value Procurement, the Manager must not vary or terminate the contract unless the contract is varied or terminated in accordance with:-

(i) if there is an Owners' Corporation, a Corporation Resolution; or

(ii) if there is no Owners' Corporation, an Owners Resolution.

5. Large-Scale Maintenance Procurement.

(a) The Manager must not enter into any contract for any Large-Scale Maintenance Procurement unless:-

(i) the procurement complies with any Code of Practice concerning the procurement;

(ii) the procurement is conducted by an invitation to tender;

(iii) the following conditions are met:-

(1) if there is an Owners' Corporation:-

(A) that for every tender submitted for the procurement, whether it is accepted or not is decided by a Corporation Resolution; and

(B) that the Voting-in-person Threshold under paragraph 4 of Schedule 6C to the Ordinance is met in relation to the passing of a Corporation Resolution for compliance with Section 28F(2)(c) of the Ordinance in relation to the procurement; or

(2) if there is no Owners' Corporation:-

(A) that for every tender submitted for the procurement, whether it is accepted or not is decided by an Owners Resolution; and

(B) that the Voting-in-person Threshold under paragraph 31 of this Schedule in relation to the passing of an Owners Resolution for compliance with sub-paragraph (a)(iii)(2)(A) above in relation to the procurement is met; and

(iv) the contract is entered into with the tenderer whose tender is accepted as decided in the way mentioned in sub-paragraph (a)(iii)(1)(A) or (a)(iii)(2)(A) above.

(b) Moreover, if there is no Owners' Corporation:-

(i) the requirements for tendering specified in Part C of this Schedule must be complied with in relation to the procurement; and

(ii) the requirements relating to declarations specified in Sections 1 and 2 of Part D of this Schedule must be complied with in relation to the procurement.

(c) Despite anything to the contrary in a contract entered into for any Large-Scale Maintenance Procurement, the Manager must not vary or terminate the contract unless:-

(i) if there is an Owners' Corporation:-

(1) the contract is varied or terminated in accordance with a Corporation Resolution; and

(2) the Voting-in-person Threshold under paragraph 4 of Schedule 6C to the Ordinance is met in relation to the passing of a Corporation Resolution for compliance with Section 28F(2)(d) of the Ordinance in relation to the contract; or

(ii) if there is no Owners' Corporation:-

(1) the contract is varied or terminated in accordance with an Owners Resolution; and

(2) the Voting-in-person Threshold under paragraph 31 of this Schedule is met in relation to the passing of an Owners Resolution for compliance with sub-paragraph (c)(ii)(1) in relation to the contract.

Part C – Requirements for Tendering where there is no Owners' Corporation

6. Effect of Part C.

This Part C has effect for the purposes of paragraphs 3(b)(i), 4(b)(i) and 5(b)(i) of this Schedule.

7. Interpretation (Part C).

In this Part C, "deadline", in relation to the submission of a tender for any procurement, means the time after which the submission may no longer be made under:-

(a) subject to sub-paragraph (b), the terms of the invitation to tender issued for the procurement; or

(b) if the invitation is revised, the terms of the revised invitation issued for the procurement.

8. Content of invitation to tender.

(a) An invitation to tender issued for the procurement must set out clearly:-

(i) the nature of the supplies, goods or services to which the procurement relates; and

(ii) a specified time on a specified day after which a tender may no longer be submitted for the procurement.

(b) To avoid doubt, sub-paragraph (a)(ii) above does not prevent the invitation to tender from containing any terms in respect of a postponement, for reasons such as inclement weather, of the time after which a tender may no longer be submitted for the procurement.

(c) In this paragraph 8, a reference to an invitation to tender issued for the procurement includes, if applicable, any revised invitation to tender issued for the procurement.

9. Display of copy of invitation to tender.

(a) If an invitation to tender is issued for the procurement, the Manager must display a copy of the invitation in a prominent place in the Estate as soon as reasonably practicable after the invitation is issued, and cause it to remain so displayed until the deadline for the submission of a tender for the procurement.

(b) If a revised invitation to tender is issued for the procurement:-

(i) the requirement under this paragraph to cause a copy of the previous version of the invitation to remain displayed in a prominent place in the Estate ceases to apply; and

(ii) the Manager must display a copy of the revised invitation in a prominent place in the Estate as soon as reasonably practicable after the revised invitation is issued, and cause it to remain so displayed until the deadline for the submission of a tender for the procurement.

10. No acceptance of tender submitted after deadline.

Any tender submitted for the procurement after the deadline must not be accepted.

11. No acceptance of tender without approval under certain circumstances.

(a) Subject to sub-paragraph (d) below, no tender may be accepted for the procurement if:-

(i) the procurement is the procurement of any supplies, goods or services the value of which exceeds, or is likely to exceed, the monetary amount specified in paragraph 5(1)(a) of Schedule 6A to the Ordinance, and an invitation to tender has not been specifically issued to 5 or more potential suppliers for the procurement; or

(ii) the procurement is the procurement of any supplies, goods or services the value of which:-

(1) exceeds, or is likely to exceed, the monetary amount specified in paragraph 5(1)(b)(i) of Schedule 6A to the Ordinance; but

(2) does not exceed, or is unlikely to exceed, the monetary amount specified in paragraph 5(1)(b)(ii) of Schedule 6A to the Ordinance,

and an invitation to tender has not been specifically issued to 3 or more potential suppliers for the procurement.

(b) For the purposes of sub-paragraph (a) above, an invitation to tender is specifically issued to a person if it is issued:-

(i) by delivering a copy of the invitation in Hard Copy Form personally to the person;

(ii) by sending a copy of the invitation in Hard Copy Form by post, or by courier service, to the person at the person's last known business address; or

(iii) by sending Validly a copy of the invitation in Electronic Form to the person.

(c) Sub-paragraph (a) above applies regardless of whether an invitation to tender issued for the procurement is advertised (such as in a local newspaper or on a website) and is open to any potential suppliers.

(d) Sub-paragraph (a) above does not have any effect in relation to the procurement if it is so decided by an Owners Resolution.

(e) In this paragraph 11, a reference to an invitation to tender issued for the procurement includes, if applicable, any revised invitation to tender issued for the procurement.

Part D – Requirements Relating to Declarations where there is no Owners' Corporation

Section 1

Declarations of Interests or Connections etc. by Responsible Persons and Related Restrictions for Type 1 High-Value Procurement, Type 2 High-Value Procurement and Large-Scale Maintenance Procurement

12. Effect of Section 1 of Part D.

This Section 1 of Part D has effect for the purposes of paragraphs 3(b)(ii), 4(b)(ii) and 5(b)(ii) of this Schedule.

13. Declarations of dealings or Connections with members of Owners' Committee.

(a) If the Manager becomes aware that, after the Initiation Decision is made for the procurement but before a contract is entered into for it, the Manager has any pecuniary or other personal dealing with a member of the Owners' Committee, the Manager must, as soon as reasonably practicable after becoming so aware, declare the dealing in accordance with paragraphs 15 and 16 of this Schedule.

(b) If the Manager becomes aware that, after the Initiation Decision is made for the procurement but before a contract is entered into for it, the Manager has any Connection with a member of the Owners' Committee, the Manager must, as soon as reasonably practicable after becoming so aware, declare the Connection in accordance with paragraphs 15 and 16 of this Schedule.

(c) If there is a Responsible Person for the procurement other than the Manager, the Manager:

(i) must require the Responsible Person to comply with sub-paragraphs (a) and (b) above that are to be construed as if a reference to the Manager in those sub-paragraphs were a reference to the Responsible Person; and

(ii) must use the Manager's best endeavours to prevent any contravention of the requirement by the Responsible Person.

14. Declarations of interests or Connections for tenders submitted.

(a) If the Manager becomes aware that, before a contract is entered into for the procurement, the Manager has any pecuniary or other personal interest in a tender submitted for the procurement, the Manager must, as soon as reasonably practicable after becoming so aware, declare the interest in accordance with paragraphs 15 and 16 of this Schedule.

(b) If the Manager becomes aware that, before a contract is entered into for the procurement, the Manager has any Connection with a person who has submitted a tender for the procurement, the Manager must, as soon as reasonably practicable after becoming so aware, declare the Connection in accordance with paragraphs 15 and 16 of this Schedule.

(c) If there is a Responsible Person for the procurement other than the Manager, the Manager:-

(i) must require the Responsible Person to comply with sub-paragraphs (a) and (b) above that are to be construed as if a reference to the Manager in those sub-paragraphs were a reference to the Responsible Person; and

(ii) must use the Manager's best endeavors to prevent any contravention of the requirement by the Responsible Person.

(d) If the procurement is conducted in the circumstances described in paragraph 3(c) or 4(c) of this Schedule, then for the purposes of this paragraph 14:-

(i) the reference to a tender submitted for the procurement in sub-paragraph (a) above is to be construed as a reference to the procurement of supplies, goods or services from the specified supplier; and

(ii) the reference to a person who has submitted a tender for the procurement in sub-paragraph (b) above is to be construed as a reference to the specified supplier.

(e) In this paragraph, "specified supplier", in relation to the procurement of any supplies, goods or services conducted in the circumstances described in paragraph 3(c) or 4(c) of this Schedule, means the supplier from whom the supplies, goods or services are to be procured under the decision mentioned in that paragraph.

15. Form of declarations.

(a) The declaration must be made in the Specified Form.

(b) If a person who makes the declaration is a body corporate, then despite anything to the contrary in its constitution, the declaration must be:-

(i) impressed with its seal or chop; and

(ii) signed by a person authorized by it in that behalf.

16. Persons to whom declarations are made.

(a) The declaration must be made to:-

(i) subject to sub-paragraph (a)(ii) below, the chairman of the Owners' Committee; or

(ii) if the person who makes the declaration ("declarant") is the chairman of the Owners' Committee, or making the declaration under sub-paragraph (a)(i) above is impracticable for reasons such as vacancy in an office – every member of the Owners' Committee (not including the declarant in the case where the declarant is a member of the Owners' Committee).

(b) For the purposes of this paragraph 16, a declaration is made to a person if:-

(i) the declaration in Hard Copy Form (whether being the original copy or otherwise) is lodged with the person; or

(ii) a copy of the declaration in Electronic Form is sent Validly to the person.

17. Display of notice of declarations.

(a) If a declaration under paragraphs 13 or 14 of this Schedule has been made, the Manager must display a notice of the declaration that complies with sub-paragraph (b) below in a prominent place in the Estate within 7 days after the date on which the declaration is made, and cause it to remain so displayed for at least 7 consecutive days.

(b) The notice:-

(i) must identify:-

(1) the procurement concerned and, for a declaration under paragraph 14 of this Schedule, the tender concerned; and

(2) the person who made the declaration;

(ii) must specify in which of the following capacities the person made the declaration:-

(1) the Manager;

(2) a person who is accustomed or obliged to act in accordance with the directions or instructions of the Manager in connection with substantive matters in respect of the procurement; and

(iii) must contain a statement indicating the right to inspect a copy of the declaration under paragraph 19(b) of this Schedule.

(c) If a declaration is made to different members of the Owners' Committee as required by paragraph 16(a)(ii) of this Schedule and is so made on different dates, then for the purposes of sub-paragraph (a) above, the last such date is taken to be the date on which the declaration is made.

18. Specific meeting procedure relating to declarations.

(a) If a declaration under paragraph 13 or 14 of this Schedule has been made, the Manager must ensure that:-

(i) a copy of the declaration is produced to the Owners at the first procurement meeting since the making of the declaration; and

(ii) a copy of a notice mentioned in paragraph 17(a) of this Schedule is attached to the minutes of the proceedings at the meeting kept under this Deed.

(b) Sub-paragraph (a) above does not limit any other terms of this Deed in relation to the procedure at an Owners' meeting convened under this Deed.

(c) In this paragraph 18, "procurement meeting", in relation to a declaration, means an Owners' meeting convened under this Deed that concerns the relevant procurement.

19. Keeping of and permitting inspection of declarations.

(a) If a declaration under paragraph 13 or 14 of this Schedule has been made in relation to the procurement, the Manager must, during the period of 6 years after the date on which a contract is entered into for the procurement, keep a copy of the declaration.

(b) The Manager must permit a specified person to inspect the copy at any reasonable time.

(c) In this paragraph 19, "specified person" means:-

(i) an Owner;

(ii) a Registered Mortgagee; or

(iii) any person duly authorized in writing by an Owner or Registered Mortgagee to conduct an inspection mentioned in sub-paragraph (b) above.

20. Prohibition from participating in procurement activities.

(a) A person who has made a declaration under paragraph 13 or 14 of this Schedule in relation to the procurement must not participate in any assessment of tenders submitted for the procurement or any negotiation or other activity relating to the procurement.

(b) A person mentioned in sub-paragraph (a) above is exempt from that sub-paragraph if it is so decided by an Owners Resolution.

(c) A resolution for exempting a person under sub-paragraph (b) above ("exemption resolution") must not be proposed at a meeting unless the reasons for proposing the resolution are given at the meeting.

(d) The person presiding over a meeting at which an exemption resolution is proposed must ensure that the minutes of the proceedings at the meeting kept under this Deed contain the reasons mentioned in sub-paragraph (c) above.

(e) This paragraph 20 does not limit any other terms of this Deed in relation to the procedure at an Owners' meeting convened under this Deed.

Section 2

Declarations of No Interest or Connection by Responsible Persons for Large-Scale Maintenance Procurement

21. Effect of Section 2 of Part D.

This Section 2 of Part D has effect for the purposes of paragraph 5(b)(ii) of this Schedule.

22. Declaration of no dealing or Connection with members of Owners' Committee.

(a) If the Initiation Decision has been made for the Large-Scale Maintenance Procurement, the Manager must, before the First Tender Acceptance Meeting is held, declare in accordance with paragraphs 24 and 25 of this Schedule:-

(i) that the Manager, as at the date of the declaration:-

(1) if the Manager has declared a dealing under paragraph 13(a) of this Schedule – does not have any pecuniary or other personal dealing with a member of the Owners' Committee except for the dealing so declared; or

(2) in any other case – does not have any pecuniary or other personal dealing with a member of the Owners' Committee; and

(ii) that the Manager, as at the date of the declaration:-

(1) if the Manager has declared a Connection under paragraph 13(b) of this Schedule – does not have any Connection with a member of the Owners' Committee except for the Connection so declared; or

(2) in any other case – does not have any Connection with a member of the Owners' Committee.

(b) If there is a Responsible Person for the procurement other than the Manager, the Manager:-

(i) must require the Responsible Person to comply with sub-paragraph (a) above that is to be construed in accordance with sub-paragraph (c) below; and

(ii) must use the Manager's best endeavours to prevent any contravention of the requirement by the Responsible Person.

(c) For the purposes of sub-paragraph (b)(i), sub-paragraph (a) is to be construed as if:-

(i) a reference to the Manager in sub-paragraph (a) were a reference to the Responsible Person;

(ii) the reference to declaring a dealing under paragraph 13(a) of this Schedule in sub-paragraph (a)(i)(1) above were a reference to declaring a dealing in compliance with a requirement imposed by the Manager under paragraph 13(c)(i) of this Schedule; and

(iii) the reference to declaring a Connection under paragraph 13(b) of this Schedule in sub-paragraph (a)(ii)(1) above were a reference to declaring a Connection in compliance with a requirement imposed by the Manager under paragraph 13(c)(i) of this Schedule.

23. Declaration of no interest or Connection for tenders submitted.

(a) If any tender has been submitted for the Large-Scale Maintenance Procurement, the Manager must, before the First Tender Acceptance Meeting is held, declare in accordance with paragraphs 24 and 25 of this Schedule:-

(i) that the Manager, as at the date of the declaration:-

(1) if the Manager has declared an interest under paragraph 14(a) of this Schedule in respect of the tender — does not have any pecuniary or other personal interest in the tender except for the interest so declared; or

(2) in any other case — does not have any pecuniary or other personal interest in the tender; and

(ii) that the Manager, as at the date of the declaration:-

(1) if the Manager has declared a Connection under paragraph 14(b) in respect of the tender — does not have any Connection with a person who has submitted the tender except for the Connection so declared; or

(2) in any other case — does not have any Connection with a person who has submitted the tender.

(b) If there is a Responsible Person for the procurement other than the Manager, the Manager:

(i) must require the Responsible Person to comply with sub-paragraph (a) above that is to be construed in accordance with subparagraph (c) below; and

(ii) must use the Manager's best endeavors to prevent any contravention of the requirement by the Responsible Person.

(c) For the purposes of sub-paragraph (b)(i) above, sub-paragraph (a) is to be construed as if:-

(i) a reference to the Manager in sub-paragraph (a) above were a reference to the Responsible Person;

(ii) the reference to declaring an interest under paragraph 14(a) of this Schedule in sub-paragraph (a)(i)(1) were a reference to declaring an interest in compliance with a requirement imposed by the Manager under paragraph 14(c)(i) of this Schedule; and

(iii) the reference to declaring a Connection under paragraph 14(b) of this Schedule in subparagraph (a)(ii)(1) were a reference to declaring a Connection in compliance with a requirement imposed by the Manager under paragraph 14(c)(i) of this Schedule.

24. Form of declarations.

(a) The declaration must be made in the Specified Form.

(b) If a person who makes the declaration is a body corporate, then despite anything to the contrary in its constitution, the declaration must be:-

(i) impressed with its seal or chop; and

(ii) signed by a person authorized by it in that behalf.

25. Persons to whom declarations are made.

(a) The declaration must be made to:-

(i) subject to sub-paragraph (a)(ii) below, the chairman of the Owners' Committee; or

(ii) if the person who makes the declaration ("declarant") is the chairman of the Owners' Committee, or making the declaration under sub-paragraph (a)(i) above is impracticable for reasons such as vacancy in an office, every member of the Owners' Committee (not including the declarant in the case where the declarant is a member of the Owners' Committee).

(b) For the purposes of this paragraph 25, a declaration is made to a person if:-

(i) the declaration in Hard Copy Form (whether being the original copy or otherwise) is lodged with the person; or

(ii) a copy of the declaration in Electronic Form is sent Validly to the person.

26. Specific meeting procedure relating to declarations for First Tender Acceptance Meeting.

(a) For every declaration that has been made under paragraph 22 or 23 of this Schedule, the Manager must ensure that a document in respect of the declaration that complies with sub-paragraph (b) below is attached to the minutes of the proceedings at the First Tender Acceptance Meeting kept under this Deed.

(b) The document:-

(i) must identify:-

(1) the procurement and tender concerned; and

(2) the person who made the declaration;

(ii) must specify in which of the following capacities the person made the declaration:

(1) the Manager;

(2) a person who is accustomed or obliged to act in accordance with the directions or instructions of the Manager in connection with substantive matters in respect of the procurement; and

(iii) must contain a statement indicating the right to inspect a copy of the declaration under paragraph 27(b) of this Schedule.

(c) Sub-paragraph (a) above does not limit any other terms of this Deed in relation to the procedure at an Owners' meeting convened under this Deed.

27. Keeping of and permitting inspection of declarations.

(a) If a declaration under paragraph 22 or 23 of this Schedule has been made in relation to the Large-Scale Maintenance Procurement, the Manager must, during the period of 6 years after the date on which a contract is entered into for the procurement, keep a copy of the declaration.

(b) The Manager must permit a specified person to inspect the copy at any reasonable time.

(c) In this paragraph 27, "specified person" means:-

(i) an Owner;

(ii) a Registered Mortgagee; or

(iii) any person duly authorized in writing by an Owner or Registered Mortgagee to conduct an inspection mentioned in sub-paragraph (b) above.

Part E – Specific Procedure at Owners' Meeting concerning Large-Scale Maintenance Procurement

28. References to proposed Large-Scale Maintenance Procurement resolution.

In this Part E of this Schedule, a reference to a proposed Large-Scale Maintenance Procurement resolution is a reference to a proposed resolution of the Owners for deciding:-

(a) whether a tender submitted for any Large-Scale Maintenance Procurement is to be accepted or not; or

(b) whether a contract entered into for any Large-Scale Maintenance Procurement:-

(i) is to be varied or not; or

(ii) is to be terminated or not.

29. This Deed not limited unless inconsistent.

This Part E does not limit any other terms of this Deed in relation to the procedure at an Owners' meeting to the extent that those terms are consistent with this Part E.

30. Notices of meeting.

(a) If a resolution that is to be proposed at an Owners' meeting is a proposed Large-Scale Maintenance Procurement resolution, the statement in the notice of the meeting specifying the proposed resolution for compliance with Clause 67(c)(2)(ii) of this Deed must be titled "Important Reminder" in English and "重要提示" in Chinese.

(b) If the proposed Large-Scale Maintenance Procurement resolution concerns the question mentioned in paragraph 28(a) of this Schedule, the notice of the meeting must, in relation to each tender that is valid under the terms of the relevant invitation to tender, set out clearly and legibly:-

(i) the estimated amount to be contributed from each building management fund for the procurement; and

(ii) the estimated apportioned amount that each of the Owners is to contribute for the procurement in addition to a contribution mentioned in sub-paragraph (b)(i) above.

(c) If the proposed Large-Scale Maintenance Procurement resolution concerns a question mentioned in paragraph 28(b) of this Schedule and the Owners are expected to incur any financial liability (including legal costs) because of the relevant variation or termination of contract, the notice of the meeting must set out clearly and legibly:-

(i) the estimated amount to be contributed from each building management fund for settling the costs; and

(ii) the estimated apportioned amount that each of the Owners is to contribute for settling the costs in addition to a contribution mentioned in sub-paragraph (c)(i).

(d) To avoid doubt, even if the estimated amount mentioned in sub-paragraph (b) or (c) above is zero, that sub-paragraph does require such an amount to be set out in accordance with that sub-paragraph.

(e) In this paragraph, "building management fund" means:-

(i) the Special Fund established and maintained by the Manager under Clause 35(a) of this Deed; or

(ii) any fund other than the Special Fund that is established and maintained by the Manager for performing a Function under this Deed or the Ordinance.

31. Voting-in-person Threshold.

(a) The voting in respect of a proposed Large-Scale Maintenance Procurement resolution at an Owners' meeting is subject to a Voting-in-person Threshold specified under sub-paragraph (b) below.

(b) The Voting-in-person Threshold is the lesser of:-

(i) 5% of the Owners; or

(ii) 100 Owners.

32. Recording of votes cast personally and by proxy.

If votes have been cast for a proposed Large-Scale Maintenance Procurement resolution at an Owners' meeting, the Manager must ensure that the minutes of the proceedings at the meeting kept under Clause 67(o)(1) of this Deed contain a clear and legible record of:-

(a) the total number of such votes cast personally; and

(b) the total number of such votes cast by proxy.

33. Supply of copies of minutes of proceedings at meetings.

If a proposed Large-Scale Maintenance Procurement resolution is considered at an Owners' meeting, the Manager must, within 28 days after the date of the meeting, supply each of the Owners with a copy of the minutes of the proceedings at the meeting that are kept under Clause 67(o) of this Deed:-

(a) by delivering a copy of the minutes in Hard Copy Form personally to the Owner;

(b) by sending a copy of the minutes in Hard Copy Form by post to the Owner at the Owner's last known address;

(c) by leaving a copy of the minutes in Hard Copy Form at the Owner's Unit or depositing such a copy in the letter box for that Unit; or

(d) by sending Validly a copy of the minutes in Electronic Form to the Owner.

THE SIXTH SCHEDULE
(REFERRED TO IN CLAUSE 87)

The Works and Installations

The Works and Installations shall include the following items : -

1. Structural elements;
2. External wall finishes and roofing materials;
3. Fire safety elements;
4. Plumbing system;
5. Drainage system;
6. Window installations;
7. Fire services and water pump installations and equipment;
8. Electrical wiring system and security system;
9. Lift installations;
10. Gas Supply System;
11. Slope Structures (if any);
12. Play equipment;
13. Structure/fittings in external areas;
14. Planting areas;
15. Mechanical ventilation and air-conditioning system;
16. Refuse handling system;
17. Communal aerial broadcasting distribution system;
18. Lighting system;
19. Emergency generator systems; and
20. All elements of the modular integrated construction (MiC) system belonging to the particular Residential Units or other parts of the Estate

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

The Authority

SIGNED SEALED AND DELIVERED by)
[redacted])
for and on behalf of the Hong Kong Housing)
Authority duly authorized under and by virtue)
of Section 10 of the Housing Ordinance)
(Cap. 283) in the presence)
of/whose signature(s) is/are verified by :-)

[redacted]

The First Purchaser

SIGNED SEALED AND DELIVERED by)
the First Purchaser (who having been identified)
by the production of their Hong Kong Identity)
Cards Nos. [redacted])
in the presence of :-)

[redacted]

INTERPRETED to the First Purchaser by :-

[redacted]

SIGNED SEALED AND DELIVERED by)
)
[redacted], Housing Manager) [redacted]
)
for and on behalf of the Hong Kong Housing)
)
Authority, DMC Manager, duly authorized)
)
under and by virtue of Section 10 of the)
)
Housing Ordinance (Cap. 283) in the presence)
)
of/whose signature(s) is/are verified by :-)

[redacted]

註冊摘要編號 Memorial No.:
25121802190062 A3C

- = VIOLET - CAR PARK
- = ORANGE - ESTATE COMMON AREAS AND FACILITIES
- = ORANGE CROSS-HATCHED BLACK - ESTATE COMMON AREAS AND FACILITIES (GFA CONCESSIONS AREA)
- = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES
- = BROWN CROSS-HATCHED BLACK - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES (GFA CONCESSIONS AREA)
- = BROWN WITH BLACK CROSS - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES HORIZONTAL GREENERY AREA (TOTAL HORIZONTAL GREENERY AREA OF 2019.915 SQ.M.)
- = GREEN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES VERTICAL GREENERY AREA (TOTAL VERTICAL GREENERY AREA OF 224.933 SQ.M.)

NOT TO SCALE

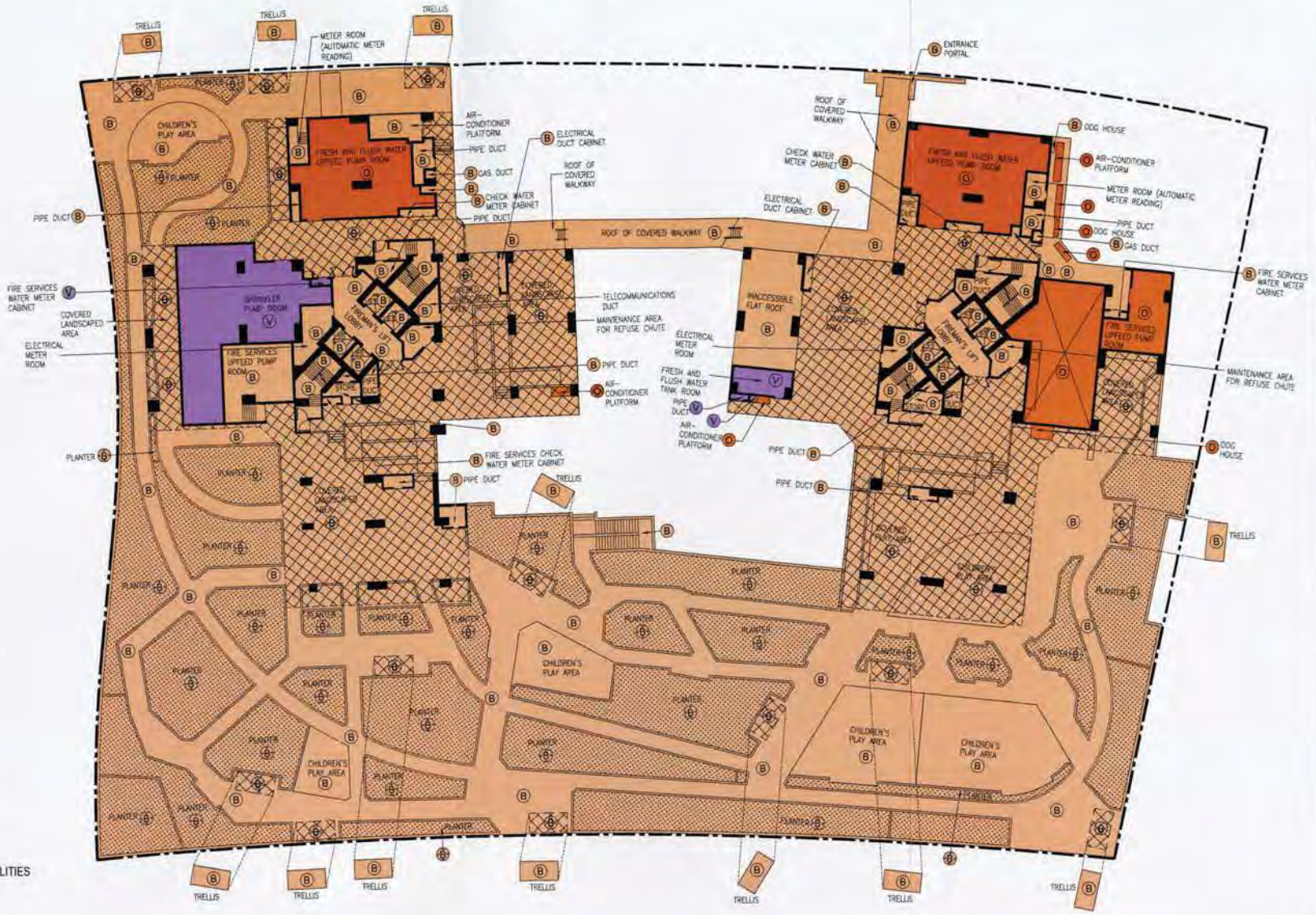
ESTATE BOUNDARY LINE

GROUND FLOOR PLAN
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

I certify that this plan was prepared and checked as to the accuracy :

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

DATE OF CERTIFICATION : 1 SEPTEMBER 2025



註冊摘要編號 Memorial No.:
25121802190062 A3C

- = VIOLET - CAR PARK
- = ORANGE - ESTATE COMMON AREAS AND FACILITIES
- = ORANGE CROSS-HATCHED BLACK - ESTATE COMMON AREAS AND FACILITIES (GFA CONCESSIONS AREA)
- = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES
- = BROWN CROSS-HATCHED BLACK - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES (GFA CONCESSIONS AREA)
- = BROWN WITH BLACK CROSS - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES HORIZONTAL GREENERY AREA (FOR THE AREA OF THE GREENERY AREA REFER TO GROUND FLOOR PLAN)

NOT TO SCALE

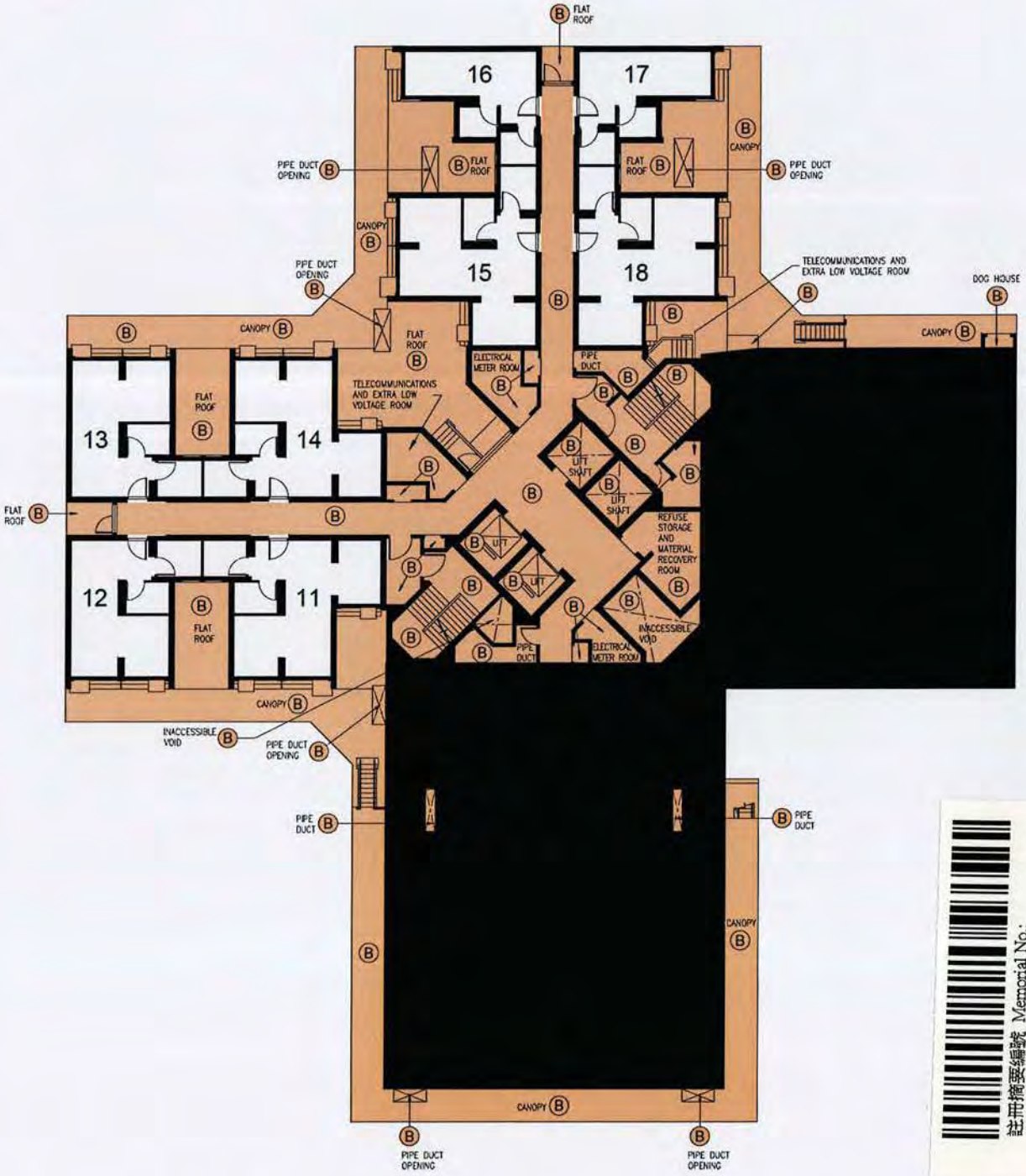
ESTATE BOUNDARY LINE

PODIUM FLOOR PLAN
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

I certify that this plan was prepared and checked as to the accuracy :

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

DATE OF CERTIFICATION : 1 SEPTEMBER 2025



拟用摘要編號 Memorial No.:
251218021900062
A4C

I certify that this plan was prepared and checked as to the accuracy :

Ⓑ = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

NOT TO SCALE

1ST FLOOR PLAN
BLOCK A
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

DATE OF CERTIFICATION : 1 SEPTEMBER 2025

註冊摘要編號 Memorial No.: 25121802190062 A4C

Ⓑ = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

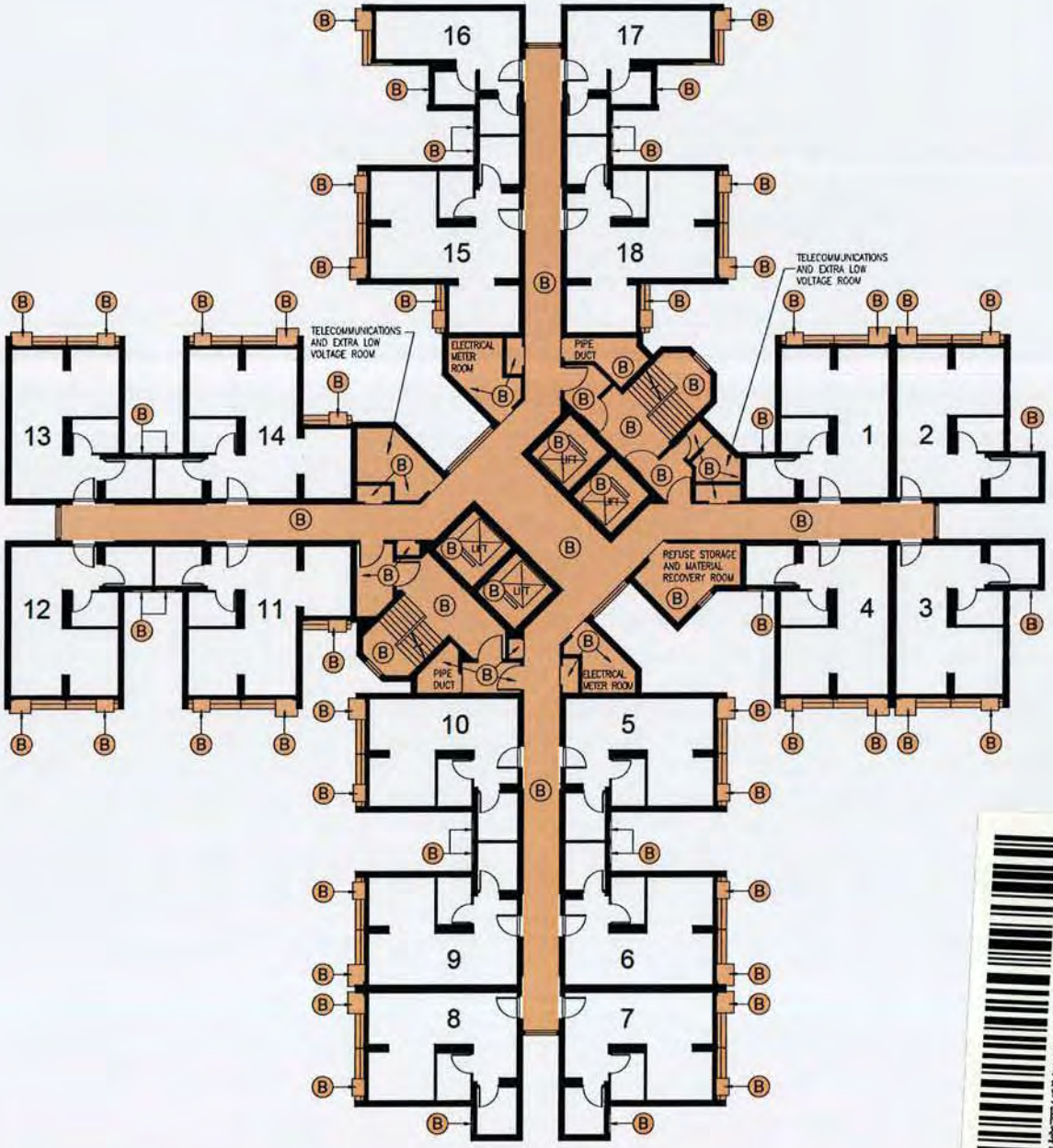
NOT TO SCALE

I certify that this plan was prepared and checked as to the accuracy :

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

2ND FLOOR PLAN
BLOCK A
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

DATE OF CERTIFICATION : 1 SEPTEMBER 2025



A4C
註冊摘要編號 Memorial No.:
251218021900 62

Ⓑ = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

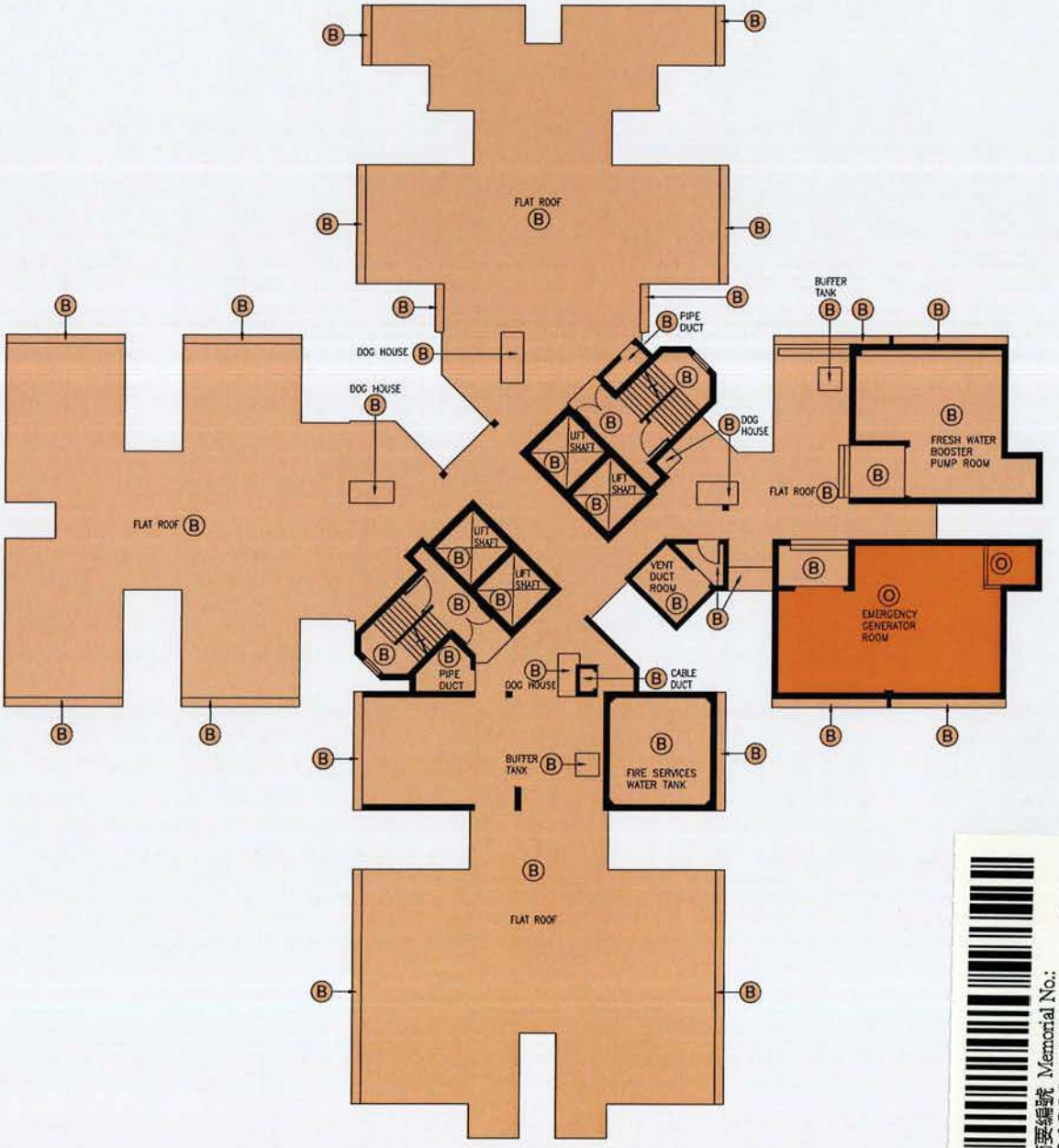
NOT TO SCALE

3RD TO 28TH FLOOR PLAN
BLOCK A
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

I certify that this plan was prepared and checked as to the accuracy :

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

DATE OF CERTIFICATION : 1 SEPTEMBER 2025



註冊摘要編號 Memorial No.:
251218021900062
A4C

O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

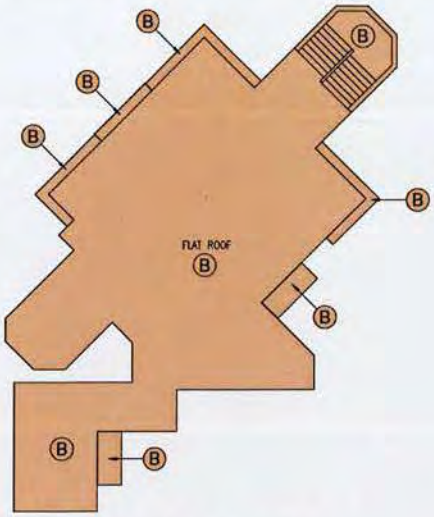
NOT TO SCALE

MAIN ROOF PLAN
BLOCK A
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

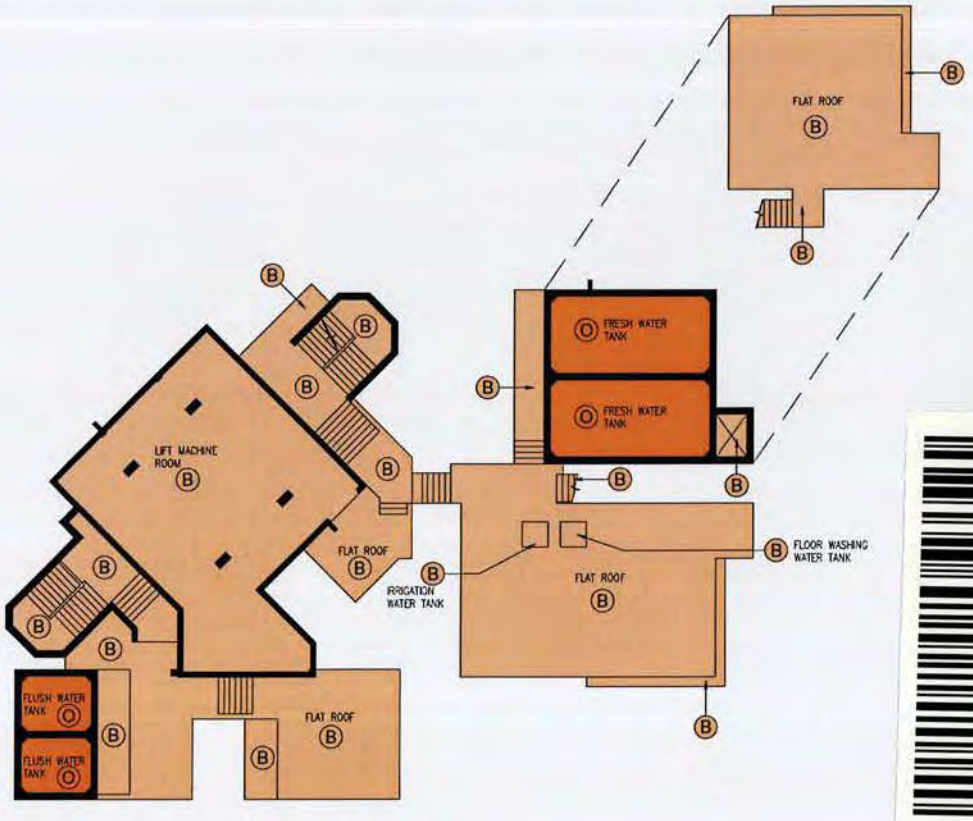
I certify that this plan was prepared and checked as to the accuracy :

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

DATE OF CERTIFICATION : 1 SEPTEMBER 2025



TOP ROOF PLAN



LIFT MACHINE ROOM FLOOR PLAN

註冊摘要編號 Memorial No.: 25121802190062 A4C

(O) = ORANGE - ESTATE COMMON AREAS AND FACILITIES

(B) = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

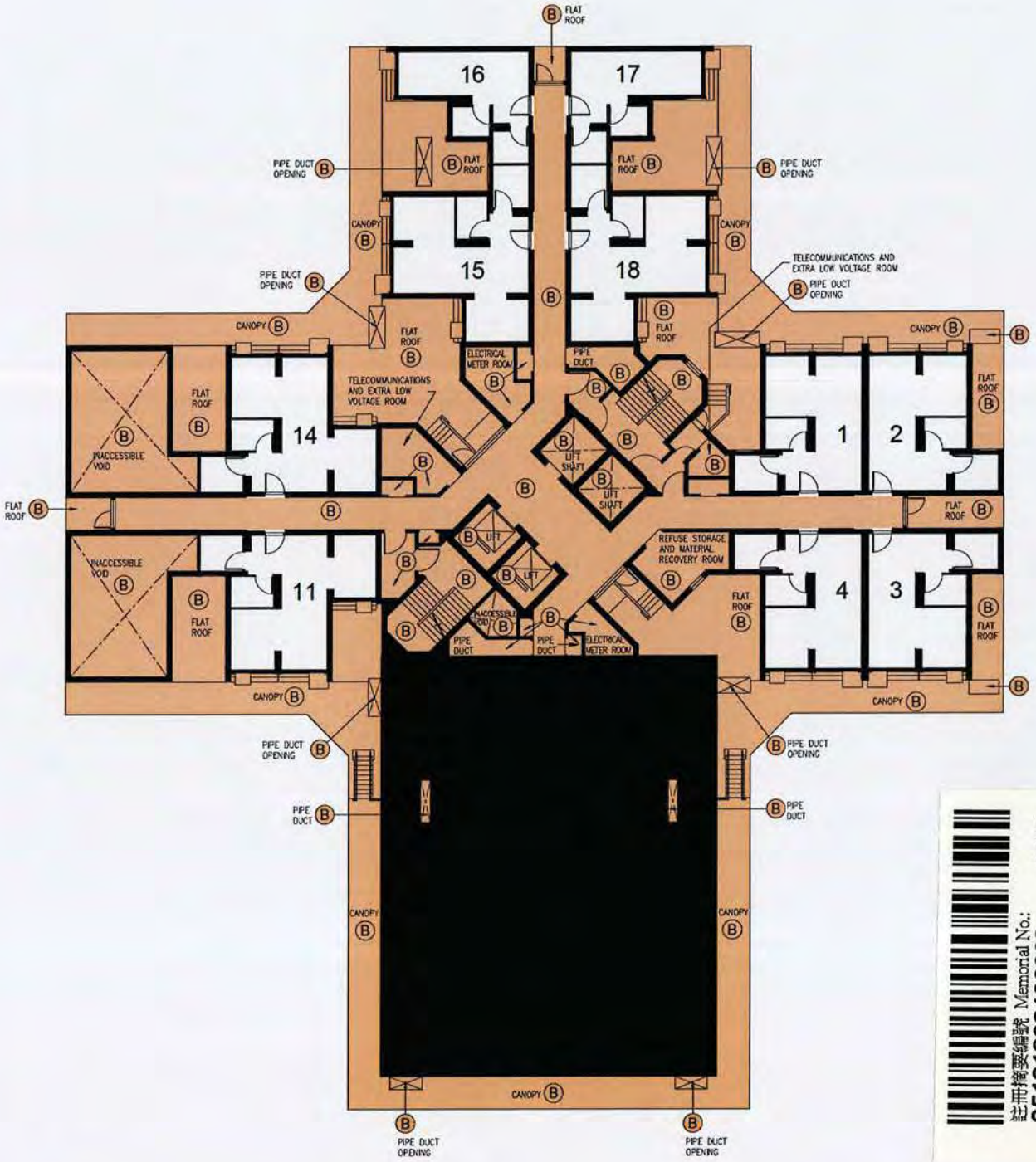
I certify that this plan was prepared and checked as to the accuracy :

NOT TO SCALE

LIFT MACHINE ROOM FLOOR PLAN
AND TOP ROOF PLAN
BLOCK A
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

DATE OF CERTIFICATION : 1 SEPTEMBER 2025



盐田梅要編號 Memorial No.: 25121802190062 A4C

I certify that this plan was prepared and checked as to the accuracy :

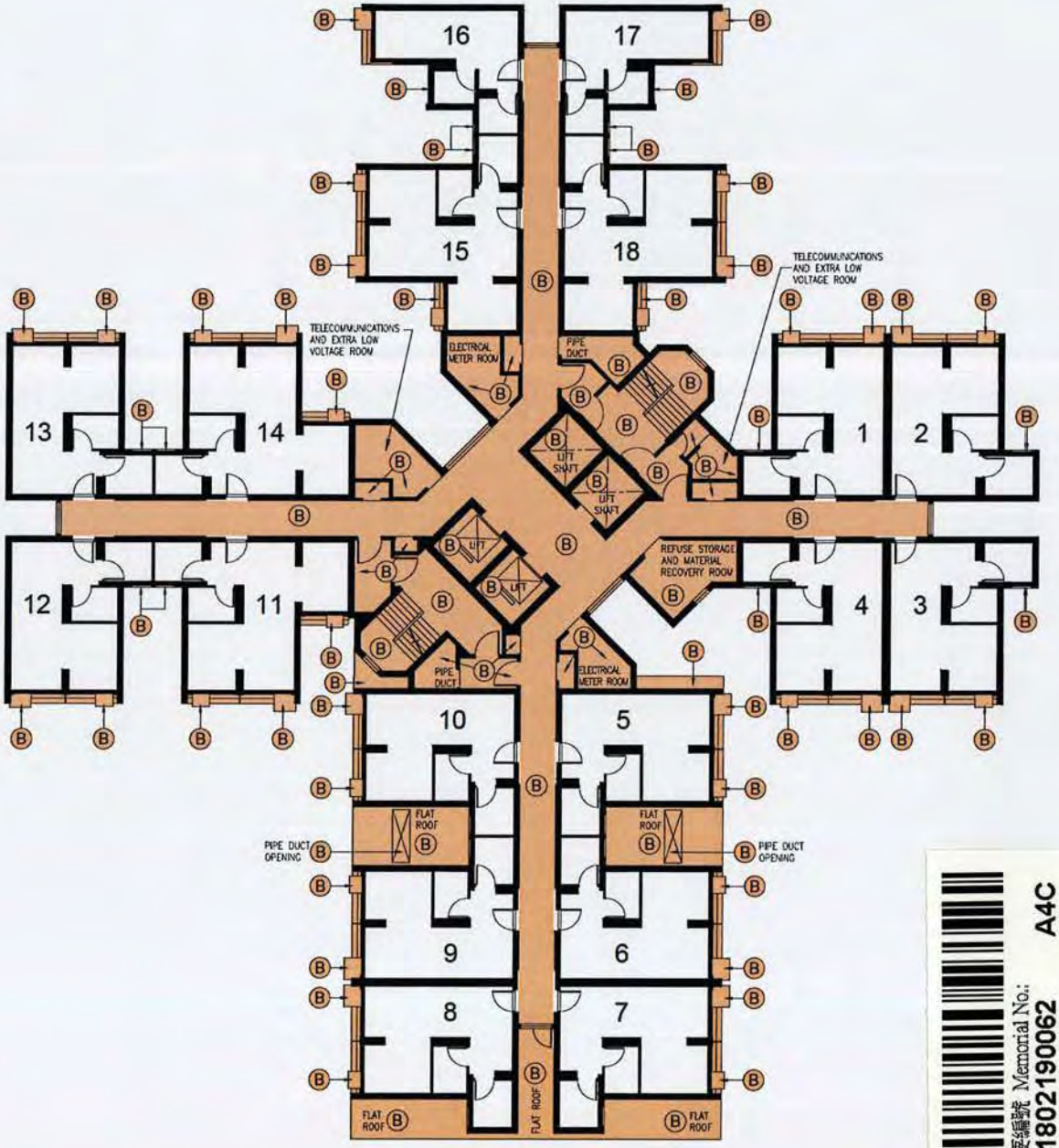
Ⓑ = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

NOT TO SCALE

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

1ST FLOOR PLAN
BLOCK B
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

DATE OF CERTIFICATION : 1 SEPTEMBER 2025



A4C
Memorial No.: 25121802190062
註冊摘要編號

Ⓑ = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

NOT TO SCALE

2ND FLOOR PLAN
BLOCK B
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

I certify that this plan was prepared and checked as to the accuracy :

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

DATE OF CERTIFICATION : 1 SEPTEMBER 2025

並用摘要編號 Memorial No.: 25121802190062 A4C

Ⓑ = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

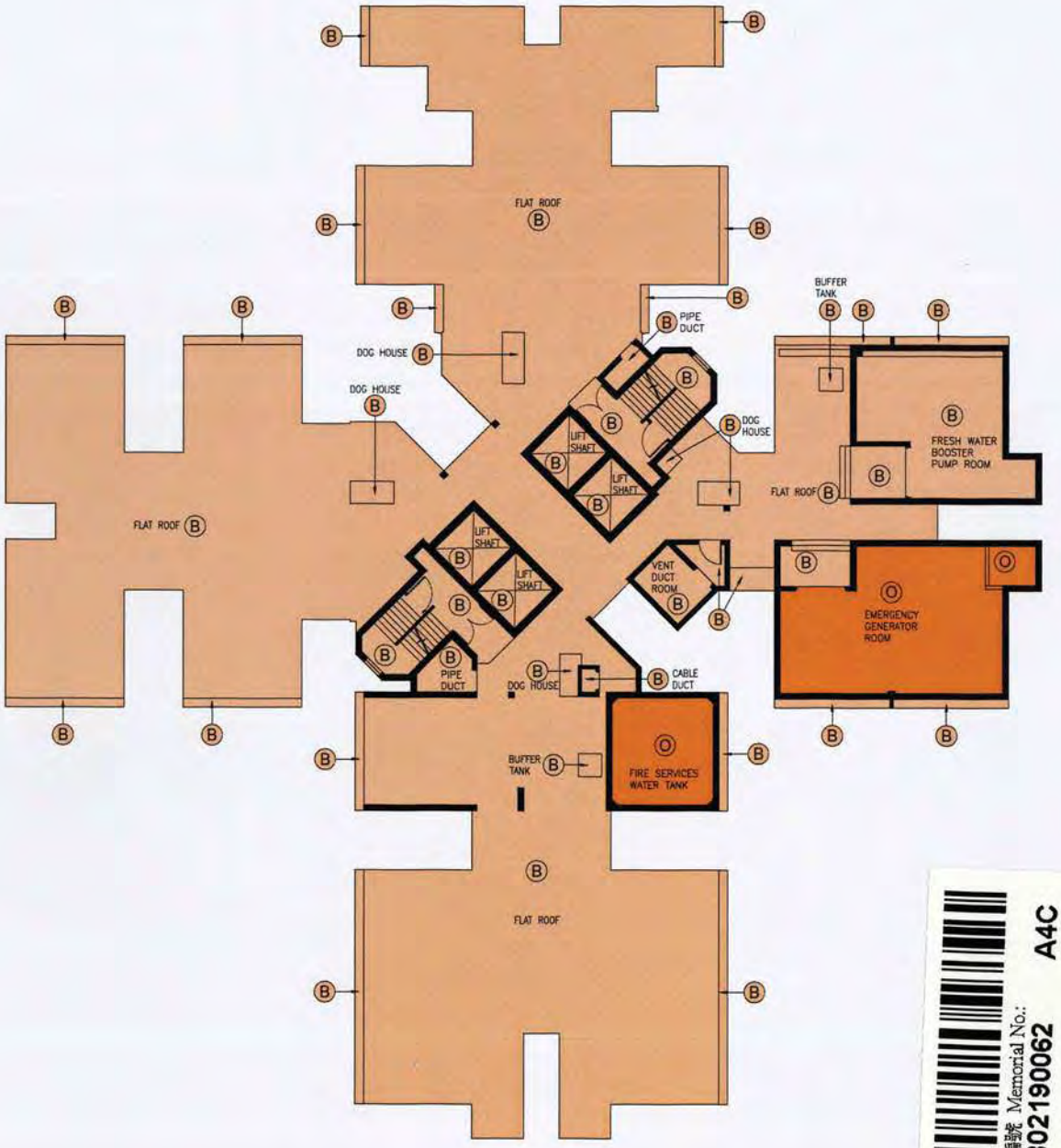
NOT TO SCALE

I certify that this plan was prepared and checked as to the accuracy :

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

3RD TO 28TH FLOOR PLAN
BLOCK B
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

DATE OF CERTIFICATION : 1 SEPTEMBER 2025



註冊摘要編號 Memorial No.: 25121802190062 A4C

O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

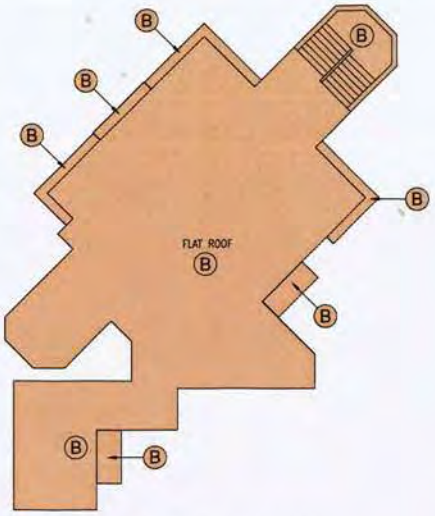
NOT TO SCALE

MAIN ROOF PLAN
BLOCK B
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

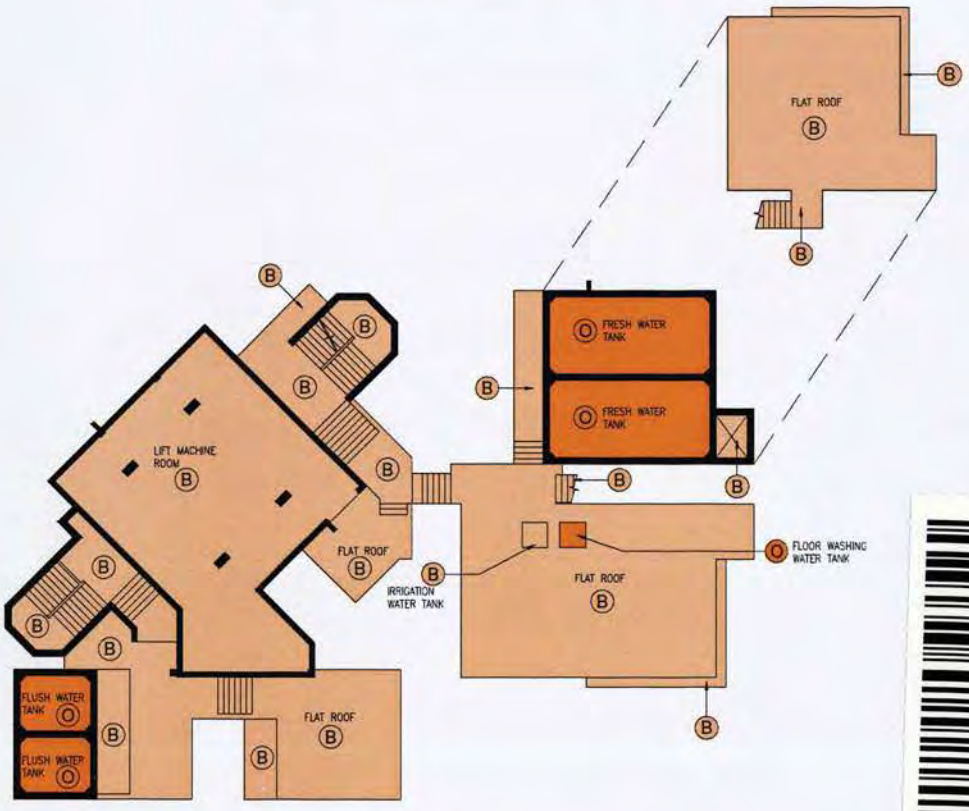
I certify that this plan was prepared and checked as to the accuracy :

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

DATE OF CERTIFICATION : 1 SEPTEMBER 2025



TOP ROOF PLAN



LIFT MACHINE ROOM FLOOR PLAN

註冊摘要編號 Memorial No.: 25121802190062 A4C

O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

I certify that this plan was prepared and checked as to the accuracy :

NOT TO SCALE

LIFT MACHINE ROOM FLOOR PLAN
AND TOP ROOF PLAN
BLOCK B
ON WAH COURT
LOT NO. 1079 IN SURVEY DISTRICT NO. 3

CHAN KWOK WAI, ALBERT
RPS(BS), Authorized Person

DATE OF CERTIFICATION : 1 SEPTEMBER 2025