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SECTION 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:-

"Authorized Person"

means WONG Min Hon Thomas of Wong Tung & Partners Limited, and any other replacement authorized person for the time being appointed by the First Owner;

"Accessible Visitor Parking Space"

means any of the parking spaces as required under Special Condition No. (40)(c)(i) of the Government Grant and are intended for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and such spaces within Phase 1 are identified as "VC001", "VC016" and "VC017" in the DMC Plans;

"Building Management Ordinance"

means the Building Management Ordinance (Cap. 344);

"Building Plans"

means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD2/9047/19 and includes any amendment thereto as approved by the Building Authority;

"Bicycle Parking Space"

means any of the parking spaces as required under Special Condition No. (40)(e) of the Government Grant and intended for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and such spaces within Phase 1 are identified as "B1" to "B41" in the DMC Plans;

"Carpark"

means such spaces or areas provided or to be provided within the Land the use of which is or will be set aside or reserved for the parking of private cars, motor vehicles and motor cycles belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees, ramps, driveways and any other ancillary spaces or areas including but not limited to any Residential Car Parking Spaces, Residential Motor Cycle Parking Spaces, Residential Loading and Unloading Spaces, Commercial Car Parking Spaces, Commercial Motor Cycle Parking Spaces, Commercial Loading and Unloading Spaces, Visitor Parking Spaces and Accessible Visitor Parking Spaces;

"Carpark Rules"

means the rules and regulations as the Manager may from time to time make or implement (with the approval of the Owners' Committee, if and when it is formed) governing the Carpark;

"Carpark Common Areas and Facilities"

means and includes:-

- (a) in so far as they are within Phase 1:-
 - (i) the Common EV Facilities, all the driveways, passages, corridors, ramps, staircases, lifts, lift shafts, carpark fan room, pipe duct (PD), sump pump panel, electric meter room (EMR), electric (ELE) duct, extra low voltage (ELV), air duct, space for grease trap; and
 - (ii) such other areas, apparatus, devices, systems and facilities of and in the Development intended for the common use and benefit of the Owners, occupiers or licensees of the Parking Spaces and their bona fide guests,

visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Brown on the DMC Plans; and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Carpark Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s)

but excluding:-

- (i) the Development Common Areas and Facilities and the Residential Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

"Certificate of Compliance"

means the certificate or letter from the Director of Lands certifying that the General and Special Conditions of the Government Grant have been complied with to his satisfaction in relation to the whole of the Land;

"Club Rules"

means such rules and regulations as the Manager may from time to time make or implement (with the approval of the Owners' Committee, if and when it is formed) with specific application to the Recreational Areas and Facilities and the use and enjoyment thereof;

"Commercial Accommodation"

means the Commercial Accommodation within Phase 1 and the Commercial Accommodation within Phase 2A;

"Commercial Accommodation within Phase 1"

means such parts of the Development within Phase 1 constructed or to be constructed for use as shops, commercial, retail or other non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes in accordance with the Building Plans including the external walls thereof, the Commercial Carpark within Phase 1, Commercial Loading and Unloading Spaces, which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Indigo and Indigo Crossed Hatched Black on the DMC Plans;

"Commercial Accommodation within Phase 2A"

means such parts of the Development within Phase 2A constructed or to be constructed for use as shops, commercial, retail or other non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes in accordance with the Building Plans including the external walls thereof;

"Commercial Car Parking Space"

means any one of the parking spaces as provided under Special Condition No.(40)(b)(i)(II) of the Government Grant and intended for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the occupiers of the Commercial Accommodation or any part thereof and their bona fide guests, visitors or invitee and such spaces within Phase 1 are identified as "CC001", "CC002", "CC003", "CC003A", "CC005", "CC006", "CC007", "CC008", "CB001", "CB002", "CB003", "CB003A", "CB005", "CB006", "CB007", "CB008", "CB009", "CB010", "CB011", "CB012", "CB013", "CB013A", "CB015", "CB016", "CB017", "CB018", "CB019", "CB020", "CB021", "CB022", "CB023", "CB023A", "CB025", "CB026" and "CB027" in the DMC Plans;

"Commercial Carpark"

means the Commercial Carpark within Phase 1 and the Commercial Carpark within Phase 2A;

"Commercial Carpark within Phase 1"

means such spaces or areas within Phase 1 including the Commercial Car Parking Spaces and the Commercial Motor Cycle Parking Spaces which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Indigo Crossed Hatched Black on the DMC Plans;

"Commercial Carpark within Phase 2A"

means such spaces or areas within Phase 2A including the Commercial Car Parking Spaces and the Commercial Motor Cycle Parking Spaces;

"Commercial Loading and Unloading Space"

means any of the loading and unloading spaces as required under Special Condition No. (41)(a)(i)(III) of the Government Grant and intended for the loading and unloading of goods vehicles in connection with the Commercial Accommodation or any part thereof and such spaces within Phase 1 are identified as "L1" and "L3" in the DMC Plans, which shall be designated as Common Areas and Facilities of the Commercial Accommodation upon execution of the Sub-Deed of the Commercial Accommodation;

"Commercial Motor Cycle Parking Space"

means any one of the parking spaces as provided under Special Condition No.(40)(d)(i)(III) of the Government Grant and intended for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the occupiers of the Commercial Accommodation or any part thereof and their bona fide guests, visitors or invitee and such spaces within Phase 1 are identified as "CM001" and "CM002" in the DMC Plans;

"Common Areas and Facilities"

means collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities and all those parts and such of the facilities of the Development designated as common areas and facilities in any Sub-Deed(s);

"Common Areas and Facilities within Phase 1"

means those parts of the Common Areas and Facilities within Phase 1;

"Common EV Facilities"

means all such facilities installed or to be installed within the Carpark for the purpose of or in relation to the charging of electric motor vehicles and/or electric motor cycles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong) and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base boxes, socket outlet, locks, covers and other security and/or protective devices, charging station, payment devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

"Consent to Assign"

means the certificate or letter from the Director of Lands granting consent to the First Owner to assign Undivided Shares of and in the Land together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Development before the issue of the Certificate of Compliance;

"Curtain Wall"

means the curtain wall forming part of the enclosing wall of the Residential Units and the Residential Accommodation;

"Development"

means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant, the Building Plans and the Landscape Master Plan and known as "[]";

"Development Common Areas and Facilities"

means and includes:-

- (a) in so far as they are within Phase 1 :-
 - (i) other parts of Phase 1 which are intended for common use and benefit of the Development including but not limited to the external walls (excluding (A) the external walls forming parts of the Residential Common Areas and Facilities; and (B) external walls forming part of the Commercial Accommodation), the emergency vehicular access, passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, Greenery Areas (in so far as the same are within the Development Common Areas and Facilities, which for identification purpose shown coloured Green Hatched Black for the greenery areas on the DMC Plans), the Accessible Visitor Parking Spaces, the space for the loading and unloading of refuse collection vehicles, service areas, driveways, roadways and pavements, ramps, drainage connection, electric (EL) rooms, extra low voltage (ELV) rooms, emergency generator room, fire services control centre, sprinkler control valve room, smoke vent (SV), duct space for smoke vent, shuttle lift lobby, lift, lift shaft, fan rooms, fuel tank rooms, generator rooms, main switch room, switch rooms, master water meter room, water meter rooms, hose reel (HR), air ducts, pipe ducts (PD), electric (EL) duct, fire services (FS) pipe duct, refuse collection & material recovery chamber, street fire hydrant, fire services & sprinkler pump room, street fire hydrant water tank, sprinkler water tank, town gas vent duct (T.G.V.D.) , transformer (TX) rooms, landscaped areas, covered landscape areas, water features, planters and such of the drains, channels, water mains, sewers, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Land through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development;
 - (ii) to the extent not specifically provided in sub-paragraph (i) above, such other parts of Phase 1 :-
 - (A) covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance; and/or
 - (B) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance;

which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Green on the DMC Plans; and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Development Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s)

but excluding:-

- (i) the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use,

occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

"DMC Plans"

means the plans certified as to their accuracy by the Authorized Person annexed to this Deed for identifying various parts of the Development (including without limitation the Common Areas and Facilities);

"Fire Safety Management Plan"

means the fire safety management plan and measures relating to the Residential Units with open kitchen required to be implemented by the Buildings Department and Fire Services Department and set out in the Fifth Schedule hereto and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant government authority;

"First Owner's Premises"

means any part or parts of the Land and the Development owned by the First Owner the sole and exclusive right to the use enjoyment and occupation of which have not been assigned or otherwise disposed of to an Owner or the Manager;

"FSI"

means The Financial Secretary Incorporated is a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap. 1015 of the Laws of Hong Kong) and the expression "FSI" shall mean FSI in its capacity as the Owner of the Government Accommodation and if the context so permits the successors and assigns of FSI as Owner of the Government Accommodation;

"Government"

means the Government of Hong Kong;

"Government Accommodation"

means collectively (i) the Government Accommodation (RCHE); (ii) the Government Accommodation (Parking Space); and (iii) the Government Accommodation (Lay-by Area), together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may **in** his absolute discretion determine, and is as defined as "the Government Accommodation" in Special Condition No. (15)(a) of the Government Grant and is within the Subsequent Phase(s);

"Government Accommodation (Lay-by Area)"

means one lay-by measuring 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres for the exclusive use by the Government Accommodation (RCHE) for the picking up and setting down of passengers from ambulances and private light buses in connection with the operation of the Government Accommodation (RCHE) and at such location, in such form and to such standards as the Director of Lands may require or approve, together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may **in** his absolute discretion determine, as stipulated under Special Condition No. (15)(a)(iii) of the Government Grant and is within the Subsequent Phase(s);

"Government Accommodation (Parking Space)"

means one space measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Government Accommodation (RCHE) for the parking of private light buses with tail-lift licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the operator of the Government Accommodation (RCHE) and their bona fide guests, visitors or invitees, together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may **in** his absolute discretion determine, as stipulated under Special Condition No. (15)(a)(ii) of the Government Grant and is within the Subsequent Phase(s);

"Government Accommodation (RCHE)"

means one RCHE with a net operational floor area of not less than 1,354 square metres together

with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine, as stipulated under Special Condition No. (15)(a)(i) of the Government Grant and is within the Subsequent Phase(s);

"Government Grant"

means the Agreement and Conditions of Sale registered in the Land Registry as New Grant No. 22765, and as the same may be modified, amended, varied or supplemented from time to time;

"GPA"

means the Government Property Administrator of the Government Property Agency of 9th Floor, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong and shall include its successor-in-title and any other officer or department of the Government or any Government or administrative authorities holding or bearing whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;

"Green Area"

means collectively "the Green Area" and "the Structures" as referred to and defined in Special Conditions Nos. (2)(a)(i)(I) and (2)(a)(i)(II) of the Government Grant respectively;

"Greenery Areas"

means the greenery areas and vertical green in the Development which in so far as they are within Phase 1 are for identification purpose shown coloured Green Crossed Hatched Black and Green Hatched Black for the greenery areas and shown by Green Dotted Line for the vertical green on the DMC Plans and/or the plan(s) annexed to any Sub-Deed(s);

"Hong Kong"

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

"House Rules"

means the rules supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to these presents and including without limitation the Club Rules and Carpark Rules;

"Items"

means "the Items" as referred to and defined in Special Condition No.(28)(a) of the Government Grant, namely:-

- (a) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (b) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development;
- (c) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development;
- (d) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (e) all other common parts and facilities serving the Government Accommodation and the remainder of the Development;

"Kitchen Wall"

means the full height wall having an fire resistance rating of not less than -/30/30 (if any)

adjacent to the exit door of the Residential Unit which is respectively shown and marked "FRR FULL HEIGHT WALL" on the DMC Plans;

"Landscape Master Plan"

means the landscape master plan indicating the location, disposition and layout of the landscaping works for the Land and including any amendments, variation, alteration, modification or substitution thereto approved by the Director of Lands pursuant to Special Condition No. (10)(a) of the Government Grant;

"Land"

means all that piece or parcel of land registered in the Land Registry as Tai Po Town Lot No. 244;

"Maintenance Window"

means the maintenance window(s) of the Residential Units which are Noise Mitigation Measures;

"Manager"

means the DMC Manager or any person who for the time being is, for the purpose of this Deed, managing the Development;

"Noise Mitigation Measures"

means the noise mitigation measures forming part of the Residential Common Areas and Facilities and the Residential Units as respectively set out in the SIXTH SCHEDULE hereto;

"Non-Common EV Facilities"

means all such facilities installed or to be installed within the Carpark for serving any of the Parking Spaces exclusively for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong) and parked in the Parking Space and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base boxes, socket outlet, locks, covers and other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

"Non-enclosed Areas"

means collectively:-

- (a) the balconies of the Residential Units which are for the purposes of identification only shown Hatched Black on the DMC Plans and the covered areas underneath the said balconies; and
- (b) the utility platforms of the Residential Units which are for the purposes of identification only shown Stippled Black on the DMC Plans and the covered areas underneath the said utility platforms;

"Occupation Permit"

means a temporary or permanent occupation permit issued by the Building Authority in relation to the Development or any part or parts thereof;

"Owner"

means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share PROVIDED THAT (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share;

"Owners' Committee"

means a committee of the Owners of the Development established under the provisions of this Deed;

"Owners' Corporation"

means the corporation of the Owners incorporated under section 8 of the Building Management Ordinance;

"Parking Space"

means a Residential Car Parking Space, a Residential Motor Cycle Parking Space, a Commercial Car Parking Space or a Commercial Motor Cycle Parking Space;

"Party Wall"

means an internal non-structural wall which divides two Residential Units;

"Phase"

means any phase(s) of the Development as demarcated in the Building Plans;

"Phase 1"

means Phase 1 of the Development as demarcated in the Building Plans comprising Greenwood Tower 1, Greenwood Tower 2, Greenwood Tower 3, Greenwood Tower 5, Greenwood Tower 6, podium floors, 576 Residential Units, 98 Residential Car Parking Spaces, 6 Residential Motor Cycle Parking Spaces, the Commercial Accommodation within Phase 1 and the Common Areas and Facilities within Phase 1 which are for the purpose of identification shown coloured Pink on the phasing plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Phase 2A"

means Phase 2A of the Development as demarcated in the Building Plans;

"Phase 2B"

means Phase 2B of the Development as demarcated in the Building Plans;

"RCHD"

means residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, (Cap. 613 of the laws of Hong Kong), any regulations made thereunder and any amending legislation;

"RCHE"

means residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459 of the laws of Hong Kong), any regulations made thereunder and any amending legislation;

"Recreational Areas and Facilities"

means and includes such recreational areas and facilities and other landscaped areas, gardens, planters, lawns and such other recreational areas and facilities as are now constructed or from time to time to be constructed by the First Owner and designed for such purposes as may be designated by the First Owner;

"Residential Accommodation"

means such part of the Development constructed or to be constructed for residential purposes in accordance with the Building Plans;

"Residential Car Parking Space"

means any of the parking spaces as required under Special Condition No. (40)(a)(i) of the Government Grant and intended for the parking of motor vehicles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees;

"Residential Common Areas and Facilities"

means and includes:-

- (a) in so far as they are within Phase 1 :-
- (i) the Curtain Wall (excluding all windows forming part of the Residential Units), external walls (including non-structural prefabricated external walls which are for the purposes of identification only shown edged by Blue Dotted Line on the DMC Plans but excluding (A) the external walls forming parts of the Development Common Areas and Facilities; and (B) external walls forming part of the Commercial Accommodation); vertical fin (which are for the purpose of identification only shown and marked “VF” and coloured yellow solid hatched yellow on the DMC Plans); solid wall (which are for the purpose of identification only shown and coloured yellow hatched black on the DMC Plans), sound absorptive material (which are for the purpose of identification only shown and coloured yellow hatched zigzag black on the DMC Plans) acting as noise barrier and surfaces of the Residential Accommodation;
 - (ii) the Bicycle Parking Spaces, the Greenery Areas (in so far as the same are within the Residential Common Areas and Facilities, which for identification purpose shown coloured Green Crossed Hatched Black for the greenery areas on the DMC Plans), the Recreational Areas and Facilities, the Residential Loading and Unloading Spaces, the Visitor Parking Spaces, air-conditioning plant rooms (AC plant room), covered landscape areas, and such of the passages, common corridors and lift lobbies, entrances, landings, halls, entrance lobbies, sunshade and trellis, covered landscape, caretakers' offices, guard house, caretakers' quarter, caretaker counter, counter for watchmen, structural walls, stairways, air conditioning (A/C) platforms (excluding the supporting frames and anchors of air conditioning units), air conditioning (A/C) plinth, dog house (DH), cast-in anchors, communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, telecommunication and broadcasting equipment (T.B.E.) room, electric (EL) cabinet, electric (EL) ducts, electric (EL) rooms, electric (EL) meter cabinet (EMR), extra low voltage (ELV) ducts, fire services (F.S.) & sprinkler pump room, sprinkler water tanks, fire service (F.S.) water tank, fireman's lift lobbies, fan rooms, potable & flushing water pump room, potable water tank, potable, flushing & irrigation water pump room, flushing water tank room, refuse chute, air duct (AD), office for Owners' Committee or Owners' Corporation (when formed), pipe ducts (PD), vent duct (VD), refuse storage and material recovery rooms (RS&MRR) or (RSMRR), refuse storage and material recovery rooms (RS&MRR) fan room, sprinkler control valve rooms, sprinkler pump rooms, sprinkler pump and water tank rooms, hose reel (HR), switch rooms, lift machine rooms, maintenance catwalk, telecommunication ducts, transformer rooms, water meter cabinet (WMC), store rooms, common flat roofs, inaccessible flat roofs, roofs and flat roofs not forming parts of Residential Units, meter rooms and meter spaces and roof thereof and such of the lifts, lift shafts, firemen's lifts, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system, permanent artificial lighting at staircases and the backup automatic activated emergency lighting system; and
 - (iii) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation within Phase 1 intended for the common use and benefit of the Owners, residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the DMC Plans; and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Residential Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s)

but excluding:-

- (i) the Development Common Areas and Facilities and the Carpark Common Areas and Facilities; and
- (ii) such areas within the Development 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 Development serving only any particular Owner;

"Residential Loading and Unloading Space"

means any of the loading and unloading spaces as required under Special Condition No. (41)(a)(i)(I) of the Government Grant and intended for the loading and unloading of goods vehicles in connection with the Residential Accommodation or any part thereof and such spaces within Phase 1 are identified as "L2", "L4", "L5", "L6" and "L7" in the DMC Plans;

"Residential Motor Cycle Parking Space"

means any of the parking spaces as required under Special Condition No. (40)(d)(i)(I) of the Government Grant and intended for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and such spaces within Phase 1 are identified as "RM001", "RM002", "RM003", "RM003A", "RM005" and "RM006" in the DMC Plans;

"Residential Tower"

means any of the towers in the Residential Accommodation;

"Residential Unit"

means a unit (including, inter alia, (if any) windows, balcony, utility platform, garden, stairhood, flat roof and roof) in the Residential Accommodation to which Undivided Shares have been or will be allocated;

"Shuttle Bus Service"

means the shuttle bus service operated between the Development and such destinations as the Manager shall deem appropriate;

"Slope Maintenance Manual"

means the maintenance manual for the Slopes and Retaining Walls prepared in accordance with the Geoguide 5 – Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time);

"Slopes and Retaining Walls"

means (if any) any and all slopes, slope treatment works, retaining walls and other structures within or outside the Land as required by the Government Grant to be maintained by the Owners;

"Special Fund"

means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance;

"Sub-Deed"

means a Sub-Deed of Mutual Covenant to be entered into between the First Owner and another co-owner or owners of the Development setting forth the rights and obligations of any

component part of the Development and "**Sub-Deeds**" shall be construed accordingly;

"Subsequent Phase(s)"

means subsequent phase(s) of the Development as demarcated in the Building Plans which are for the purpose of identification shown coloured Grey on the phasing plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Undivided Share"

means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed or any Sub-Deed(s);

"Unit"

means a Residential Unit, a Residential Car Parking Space, a Residential Motor Cycle Parking Space, the Commercial Accommodation (or upon execution of the Sub-Deed of the Commercial Accommodation, any sub-divided part thereof), the Government Accommodation or any part or parts of the Development in respect of which a specific number of Undivided Share is allocated or sub-allocated in accordance with this Deed or any Sub-Deed(s) and is intended for separate and exclusive use, possession and occupation by the Owner thereof save and except the Common Areas and Facilities and shall have the same definition as "flat" under the Building Management Ordinance;

"Visitor Parking Space"

means any of the parking spaces as required under Special Condition No. (40)(a)(iii) of the Government Grant and intended for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units and such spaces within Phase 1 are identified as "VC002", "VC003", "VC003A", "VC005", "VC006", "VC007", "VC008", "VC009", "VC010", "VC011", "VC012", "VC013", "VC013A", "VC015", "VC018", "VC019", "VC020", "VC021", "VC022", "VC023", "VC023A", "VC025", "VC026" and "VC027" in the DMC Plans;

"window"

in relation to any Residential Unit, means:-

- (a) any louvres and openable window of a Residential Unit (including any openable window on the Curtain Wall enclosing such Residential Unit);
- (b) any non-openable window of such Residential Unit (excluding any vision panel on the Curtain Wall); and
- (c) any Maintenance Window of a Residential Unit,

together with all the glass of windows (in case of doubled glazed glass, the whole thereof), window frames thereof (if any), sealant, hinges and all related fixing and ironmongery, and "**windows**" shall be construed accordingly;

"Works and Installations"

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

"Yellow Area"

means "the Yellow Area" as referred to and defined in Special Condition No. (6)(a) of the Government Grant.

1.2 Interpretation

- (a) In these presents (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.

- (b) References to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force.

SECTION 2: RIGHTS AND OBLIGATIONS OF OWNERS

2.1 Grant of rights to the First Owner

The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed.

2.2 Grant of rights to the First Assignee

The First Assignee shall at all times hereafter, subject to and with the benefit of the Government Grant and these presents, have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

2.3 Right of Owners to assign without reference to other Owners

- (a) Every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.
- (b) Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.
- (c) The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the Third Schedule hereto and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

2.4 Right of Owners to occupy not to be dealt with separately from Undivided Shares

- (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten (10) years.
- (b) The right to the exclusive use, occupation and enjoyment of balcony, utility platform, garden, stairhood, flat roof or roof specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Unit with which such balcony, utility platform, garden, stairhood, flat roof or roof is held.

2.5 Rights of Owners

- (a) Rights of Every Owner
 - (i) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Unit together with his guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Development Common Areas and

Facilities for all purposes connected with the proper use and enjoyment of the same.

- (ii) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Accessible Visitor Parking Spaces.

(b) Rights of Owners of Residential Units

- (i) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (ii) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Visitor Parking Spaces and the Residential Loading and Unloading Spaces.

(c) Rights of Owners of Parking Spaces

Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Parking Space together with his guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Parking Space.

(d) Rights of Owner(s) of Commercial Accommodation

Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy the Commercial Accommodation (or any part thereof) together with his guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Commercial Carpark.

(e) Rights subject to this Deed, etc.

In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the House Rules PROVIDED THAT the exercise of any of the above rights by the Owners shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in this Deed and the Government Grant.

(f) Assignment of Common Areas and Facilities within Phase 1

- (i) Upon execution of this Deed, the First Owner shall assign to and vest in the Manager free of costs or consideration as trustee for all Owners for the time being the whole of the Undivided Shares allocated to the Common Areas and Facilities within Phase 1 together with the Common Areas and Facilities within Phase 1 subject to and with the benefit of the Government Grant and this Deed.
- (ii) Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities within Phase 1 shall be held by the Manager on trust for

the benefit of all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares together with the Common Areas and Facilities within Phase 1 to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities within Phase 1 together with the Common Areas and Facilities within Phase 1 and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners for the time being.

(g) Obligations of the First Owner in respect of the Development

In the event that the First Owner obtains Consent to Assign in respect of any part of the Development, the First Owner shall at its own expense provide temporary noise abatement and dust protection measures within the Development in relation to such part of the Development, the subject of such Consent to Assign, until completion of the whole Development but not further or otherwise. This provision shall not apply to any Consent to Assign in respect of the part of the Development within the final Subsequent Phase(s) of the Development.

2.6 Additional Rights of Owner(s) of the Commercial Accommodation

For the avoidance of doubt and notwithstanding any provisions herein contained, the Owner(s) of the Commercial Accommodation, or any part(s) thereof, shall have the right at any time(s) and from time to time as he shall think fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

- (a) Subject to the Government Grant, the Owner(s) of the Commercial Accommodation shall have the exclusive right to erect or affix or paint on or to the exterior of or the external walls of his Unit flags, poles, awning, banners, sunshades, sculptures, signs, signboards, advertisements and LED displays (collectively called “**Signs**”) subject to the following conditions:-
- (i) Detailed specifications, plans and drawings of the Signs and the erection, fixing or installation works thereof (collectively called “**Signage Installation Works**”) shall first be submitted for approval by the Manager which approval shall not be unreasonably withheld and no Signs shall be erected or affixed or painted and no Signage Installation Works shall be carried out without the prior written approval of the Manager.
 - (ii) In addition, all other necessary consents and permissions from the relevant Government authorities shall first be obtained before commencement of the Signage Installation Works and all relevant laws, regulations and rules in force in Hong Kong from time to time shall be complied with.
 - (iii) The Signs and the Signage Installation Works shall not cause any damage to the Development or cause the maximum loading weight of the relevant part of the external walls of the Development to be exceeded or cause any material nuisance to the other Owners and occupiers of the Development or otherwise interfere with the use and enjoyment by the other Owners and occupiers of their Units.
 - (iv) The Owner(s) of the Commercial Accommodation shall insure and keep insured the Signs and the Signage Installation Works owned by him against third party risks or liability in such sum as the Manager shall require and the Owner(s) of the Commercial Accommodation shall indemnify and keep indemnified the Manager and all other Owners and occupiers of the Development against all losses damages liabilities claims

expenses and costs in respect of the Signage Installation Works and the Signs and any damage caused to any person or property in connection therewith.

- (v) The Owner(s) of the Commercial Accommodation shall at his sole cost and expense paint, repair, maintain and keep in good clean and safe repair and condition at all times to the reasonable satisfaction of the Manager his own external wall spaces and any part thereof and the Signs and any other signs, signboards, advertisements, relevant supporting frames thereof, or other erections, installations, fixtures or fittings thereto or thereon and if there shall be any default by the Owner(s) of the Commercial Accommodation, the Manager, without prejudice to other rights and remedies, shall have the right to carry out all necessary painting repair and maintenance works at the costs and expenses of such defaulting Owner(s) of the Commercial Accommodation who shall bear and pay all such costs and expenses on demand by the Manager.
- (b) The right to partition and sub-divide the Commercial Accommodation, or any part(s) thereof, owned by him into such number of portions (subject to compliance with the Buildings Ordinance and any other relevant ordinances, regulations and by-laws applicable thereto and to this Deed) as such Owner of the Commercial Accommodation shall think fit.
- (c) Subject to the approval of the Director of Lands, the right to allocate, re-allocate and/or sub-allocate the Undivided Shares to any part(s) of the Commercial Accommodation

PROVIDED THAT :-

- (i) the exercise of this right shall not interfere with other Owners' right to hold, use, occupy and enjoy his Unit and
 - (ii) the exercise of this right shall not affect the proportion of Undivided Shares allocated to the Government Accommodation.
- (d) The right to enter into one or more Sub-Deed(s) in respect of the Commercial Accommodation, or any part(s) thereof, with any other Owner or Owners of the sub-divided portion(s) of the Commercial Accommodation, or any part(s) thereof, to regulate and define their rights and obligations

PROVIDED THAT :-

- (i) the common areas in such Sub-Deed(s) together with any Undivided Share(s) allocated thereto shall be assigned to and vested in the Manager upon execution of such Sub-Deed(s) and in accordance with the Government Grant;
 - (ii) no such Sub-Deed(s) shall conflict with any provision hereof or any conditions of the Government Grant or any other Sub-Deed(s); and
 - (iii) such Sub-Deed(s) shall require the approval of the Director of Lands but where the Director of Lands is satisfied upon submission of the draft Sub-Deed(s) that the Sub-Deed(s) relate(s) only to the internal sub-division of the Commercial Accommodation, or any part(s) thereof, and by the Sub-Deed(s) there will be no alteration to the Common Areas and Facilities created under this Deed or liability for management or other expenses under this Deed, the Director of Lands may in its absolute discretion waive the requirement of approval of such Sub-Deed(s).
- (e) The right to allocate lavatories (if any) or other areas or facilities within the Commercial Accommodation, or any part(s) thereof, for the exclusive use of any sub-divided portion(s) of the Commercial Accommodation, or any part(s) thereof.
- (f) The right to designate or re-designate or alter the user of the Commercial Accommodation, or any part(s) thereof owned by him, without the concurrence or approval of any other Owners or other person having an interest in the Land and the Development and no such designation, re-designation or alteration shall give the other Owners any right of action against such Owner but

nothing herein shall absolve such Owner from the requirements of obtaining the prior written consent of the Government pursuant to the Government Grant (if necessary) and/or other Government authorities and PROVIDED THAT the exercise of the right under this sub-clause shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units.

- (g) The right to alter, re-arrange or demolish the whole of or any part or parts of the Commercial Accommodation, or any part(s) thereof, owned by him and to replace or construct or re-construct thereon any structure in such manner as such Owner of the Commercial Accommodation thinks fit without the concurrence or approval of the other Owners but nothing herein shall absolve such Owner from the requirements of obtaining the prior written consent of the Director of Buildings (if necessary) and any other statutory Government authorities pursuant to the Government Grant (if necessary) and/or any applicable Ordinances or regulations made thereunder and PROVIDED THAT the exercise of the right under this sub-clause shall not contravene the terms and conditions contained in the Government Grant, this Deed and any Sub-Deed(s) and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to and from their Units.
- (h) The right to solely and exclusively manage the Commercial Accommodation owned by him in such manner as he may in his absolute discretion think fit subject to the Government Grant, this Deed, any Sub-Deed(s) and the House Rules.

2.7 Additional Rights and Obligations of FSI

- (a) FSI as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) but not the remainder of the Development.
- (b) Notwithstanding sub-clause (a) above, upon the request of the Owner of the Government Accommodation, the Manager will undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.
- (c) FSI or Government shall have the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation **or any part thereof** without having to obtain the approval or consent of the First Owner, the other Owners or the Manager.
- (d) Subject to sub-clause (j) below, FSI as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Development (whether forming part of Common Areas and Facilities under this Deed or otherwise) or for the provision of facilities or services which do not, in the opinion of the GPA or other person nominated by the Director of Lands for this purpose, directly serve or otherwise directly benefit the Government Accommodation.
- (e) FSI as the Owner of the Government Accommodation shall not be liable for any payment of Special Fund, management deposits, capital equipment fund (subject to sub-clause (j) below), debris removal fee, insurance premium in respect of the Government Accommodation, interest and penalty charges on late or default in payment of management expenses, management and maintenance charges or payment of a like nature.
- (f) As may be requested in writing by GPA, the Manager shall provide FSI free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated.
- (g) The said accounts, reports, budgets, notices and demands shall be sent free of charge to FSI by prepaid post or delivered by hand to GPA, Government Property Agency, 9/F, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by FSI in writing.
- (h) Any consent that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.
- (i) No Owner (including the First Owner) shall represent FSI or GPA in any dealings with the Government directly affecting the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected.
- (j) FSI as the Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges and reimbursement of capital expenditure ("**the FSI Charges**") only in respect of the areas, facilities and services and the Items which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupier thereof, his servants, contractors, agents or visitors provided however that the liability of FSI shall be as determined by GPA or other person nominated by the Director of Lands for this purpose. Where FSI is liable for the payment of the FSI Charges, the FSI Charges shall:-
 - (i) be as determined by the GPA or other person nominated by the Director of Lands for this purpose but which liability shall not exceed the proportion that the gross floor area

of the Government Accommodation bears to the gross floor area of all the buildings on the Land;

- (ii) first be approved in writing by the GPA or other person nominated by the Director of Lands for this purpose before liability for payment thereof is incurred; and
 - (iii) be payable from the date of the Assignment or the date of taking over the Government Accommodation, whichever is the earlier.
- (k) FSI as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Development (whether the Common Areas and Facilities or otherwise) or for the provision of facilities or services which do not, in the opinion of the GPA or other person nominated by the Director of Lands for this purpose, directly serve or otherwise directly benefit the Government Accommodation.
- (l) Notwithstanding anything provided to the contrary in this Deed, FSI as the Owner of the Government Accommodation shall be exempted from the fit-out rules and shall not in any event be obliged to comply with, observe or perform the fit-out rules, or otherwise be bound by or subject to the fit-out rules.
- (m) Notwithstanding anything to the contrary contained in this Deed, FSI as the Owner of the Government Accommodation shall be exempted from using the nominated maintenance or service contractors of the Manager or the First Owner or the other Owners.

SECTION 3: ADDITIONAL RIGHTS OF THE FIRST OWNER

3.1 Additional rights of First Owner

The First Owner (which expression shall for the purpose of this Clause exclude its assigns) shall for as long as it remains the beneficial owner of any Undivided Share have the sole and absolute 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:-

(a) To amend Building Plans etc.

The right to change, amend, vary, add to or alter the Landscape Master Plan or the Building Plans, the right to determine or change or alter the number of Residential Tower, the number of Residential Units, the number of Residential Car Parking Spaces, the number of Residential Motor Cycle Parking Spaces, and/or other accommodations to be included, constructed or erected in the Subsequent Phase(s), the right to determine or change or alter the phasing of the Subsequent Phase(s), the right to change or alter the location and/or the areas and/or users of the Residential Accommodation, the Commercial Accommodation or other part or parts of the Development, without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Government Grant

PROVIDED THAT:-

- (i) the above right(s) shall only be exercised in respect of the First Owner's Premises;
- (ii) the exercise of the above right(s) shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit;
- (iii) any such change, amendment, variation, addition or alteration as stated above and any change or amendment to a master layout plan (if any) shall not affect the Government Accommodation;
- (iv) the exercise of this right shall not impede or restrict access to or from the Government Accommodation; and
- (v) the exercise of this right shall require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected.

(b) To modify Government Grant, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant or any conditions thereof, the right to procure licence or easement from the Government or any other person for installing on Government land pipes, sewers, subways or other facilities whether serving exclusively the Land and/or the Development or any part thereof or otherwise and the right to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner, and without limiting the generality of the foregoing the amendment, variation or modification of the Government Grant may include:

- (1) amending, replacing or addition of any plan annexed or to be annexed to the Government Grant;
- (2) altering or varying the permitted use of development of any part or parts of the Development;

- (3) altering or varying the number or ratio of car parking spaces as prescribed by the Government Grant; or
- (4) conferring on or excepting and reserving unto the Government the right to require any variation or modification to any part of the Land and the Development and/or (on the basis that such grant shall not contravene the provisions of the Government Grant) the right to grant to any owner and his successors and assigns of any adjoining or neighbouring land or any land adjoining or connected to any adjoining or neighbouring land whether by any private or public roads or passageways or otherwise the right to pass, repass, on, along, over or through the Land and the Development with or without vehicles for access to or otherwise for the proper use and enjoyment of such land(s) subject to such terms and conditions as the Government may deem appropriate;

PROVIDED THAT:-

- (i) the above right(s) shall only be exercised in respect of the First Owner's Premises;
 - (ii) the exercise of the above right(s) shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit;
 - (iii) any benefit, concession or compensation (whether monetary or otherwise) acquired as a result of such exercise of the above right(s) shall be accrued to all Owners and any money received shall be credited to the Special Fund;
 - (iv) the exercise of this right shall require prior written approval of the Owner of the Government Accommodation and the First Owner shall not represent FSI or GPA in any dealings with the Government if in the opinion of GPA it directly affects the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected;
 - (v) the exercise of this right shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to the Government Accommodation; and
 - (vi) the exercise of this right must not result in the Owner of the Government Accommodation being liable for any premium payable for any variation save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation to the extent that the variation, in the opinion of GPA, directly benefits the Government Accommodation but not otherwise.
- (c) To deal with Undivided Shares

Subject to and with the benefit of the Government Grant, this Deed and any Sub-Deeds, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares of the First Owner's Premises.

- (d) Right of access for completing the Development, etc.

The right to enter into and upon all parts of the Land and the Development (excluding the Government Accommodation or those parts of the Land and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of completing the Development and may, for such purpose, carry out all such works in, under, on or over the Land and the Development (excluding the Government Accommodation or those parts of the Land and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) as it may from time to time see fit. The above right shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the First Owner's

Premises that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the First Owner shall cause as little disturbance as reasonably possible to the Owners and shall not affect the Owners' use occupation and enjoyment of or prevent or impede or restrict the access to or egress from their Units when carrying out such works and shall at its expense make good any damage or loss that may be caused by or arise from such construction works.

(e) To build and operate in the Common Areas and Facilities

The right to use such part or parts of the Common Areas and Facilities to complete the Development in accordance with the Landscape Master Plan and the Building Plans

PROVIDED THAT:-

- (i) no Owner (including the First Owner) may convert any of the Common Areas and Facilities to his own use or for his own benefit unless with the approval of the Owners' Committee and any payment received for such approval shall be credited to the Special Fund;
- (ii) the exercise of the above right(s) shall not contravene the terms and conditions of the Government Grant or any of the laws and regulations for the time being in force in Hong Kong;
- (iii) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit or impede or restrict the access to and from his Unit; and
- (iv) any damages resulting from the exercise of the above right(s) shall be made good by the First Owner at its expense.

(f) To change user

Subject to the approval of the relevant Government authorities (if required), the Government Grant, this Deed and any Sub-Deeds, the right to change the user of the First Owner's Premises PROVIDED THAT the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit or impede or restrict the access to and from his Unit.

(g) To affix fixtures, structures, facilities, etc.

The right to affix, install, maintain, alter, renew and remove any one or more masts, aerials, antennae, satellite dish (if any), cables, telecommunication system (if any), lightning conductors, lighting, chimneys, flues, pipes or any other structures or facilities on or within any part or parts of the Common Areas and Facilities and the First Owner's Premises (excluding the Government Accommodation and its external walls)

PROVIDED THAT:-

- (i) where any such mast, aerial, antennae, satellite dish (if any), cables, telecommunication system (if any), lightning conductors, lighting, chimneys, flues, pipes or any other structures or facilities are located within the Common Areas and Facilities,
 - (A) the exercise of the above right(s) shall be subject to the prior written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed;
 - (B) they shall be for the purpose of supplying utility services to the Land only and for the common use and enjoyment of those Owners entitled to use such Common Areas and Facilities; and

(C) any consideration received therefor shall be credited to the Special Fund; and

(ii) the exercise of the above right(s) shall not interfere with an Owners' right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit.

(h) To change name of Development

The right to change the name of the Development (excluding the Government Accommodation or the name of the Government Accommodation), any Phase or part thereof, the Commercial Accommodation or part thereof, at any time as the First Owner shall deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six months' notice to the Owners.

(i) To dedicate to public part(s) of the Development

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to dedicate to the public the First Owner's Premises (excluding the Government Accommodation) for the purposes of passage with or without vehicles PROVIDED THAT the exercise of the above right(s) shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit.

(j) To adjust boundary of the Land

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to adjust or re-align the boundary of such part of the Land that forms part of the First Owners' Premises (excluding the Government Accommodation) and the right to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender

PROVIDED THAT:-

(i) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit;

(ii) the exercise of this right shall require prior written approval of the Owner of the Government Accommodation and the First Owner shall not represent FSI or GPA in any dealings with the Government if in the opinion of GPA it directly affects the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected;

(iii) where the exercise of this right shall result in a surrender of any part of the Land, such surrender should exclude the Government Accommodation; and

(iv) any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of the above right(s) shall be accrued to all Owners and any money received shall be credited to the Special Fund.

(k) To enter into Sub-Deed(s)

(i) The right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any Unit outside the part or parts of the Land or the Development in question a party thereto to enter into Sub-Deed(s) in respect of the First Owner's Premises; and

(ii) For this purpose the right to designate and declare by the Sub-Deed(s) any portion of the Subsequent Phase(s) to be additional Development Common Areas and Facilities, Residential Common Areas and Facilities, Carpark Common Areas and Facilities or (as the case may be) whereupon with effect from such designation and declaration such

additional Development Common Areas and Facilities, Residential Common Areas and Facilities or Carpark Common Areas and Facilities shall form part of the Development Common Areas and Facilities, Residential Common Areas and Facilities, Carpark Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the management expenses thereof accordingly in accordance with this Deed

PROVIDED THAT (A) the exercise of this right shall (I) be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in this Deed and the terms and conditions under the Government Grant; or (II) not affect the proper use and enjoyment of the Government Accommodation; and (B) such Sub-Deed(s) shall not conflict with the provisions of this Deed and shall be subject to the approval of the Director of Lands, unless otherwise waived.

(l) To obtain easements, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, 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 for the benefit of the Land and the Development on such terms and conditions and from such persons as the First Owner shall deem fit and all expenses shall be paid out of the management funds.

(m) To grant easement, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, the Recreational Areas and Facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities or the right to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions as the First Owner shall deem appropriate

PROVIDED THAT:-

- (i) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (ii) any payment received from the exercise of the above right(s) shall be credited to the Special Fund.

(n) To lay drains, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within or partly within the Common Areas and Facilities and/or the First Owner's Premises to supply utilities services to the Land and the Development only on such terms and conditions as the First Owner may deem appropriate

PROVIDED THAT:-

- (i) the First Owner shall in the exercise of the above right(s) cause the least disturbance to the Owners and make good any damage caused thereby;

- (ii) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (iii) any payment received from the exercise of the above right(s) shall be credited to the Special Fund.

(o) To dedicate additional Common Areas and Facilities

Without prejudice to the First Owner's right under sub-clause (k) above and subject to prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right to designate and declare by deed the First Owner's Premises to be additional Development Common Areas and Facilities, Residential Common Areas and Facilities or Carpark Common Areas and Facilities (as the case may be) whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities, Residential Common Areas and Facilities or Carpark Common Areas and Facilities shall form part of the Development Common Areas and Facilities, Residential Common Areas and Facilities or Carpark Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the management expenses thereof accordingly in accordance with this Deed

PROVIDED THAT:-

- (i) the First Owner shall not have the right to re-convert or re-designate such additional Common Areas and Facilities to its own use or benefit;
- (ii) in making such designation and declaration the First Owner shall not interfere with or affect the right of any Owner to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit;
- (iii) notwithstanding anything herein contained, no such approval by a resolution of Owners shall be required for allocation, reallocation or sub-allocation of Undivided Shares to the Common Areas and Facilities by the First Owner pursuant to sub-clause (p) below; and
- (iv) the exercise of this right shall not affect the proper use and enjoyment of the Government Accommodation.

(p) To adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares

Subject to the prior written approval of the Director of Lands, the right to adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares in the Land and the Development retained by the First Owner relating thereto and the manner in which the same shall be notionally divided and the fraction which each such Undivided Share bears to the whole and without prejudice to the generality of the foregoing, the full and unrestricted right to adjust and/or allocate and/or reallocate and/or sub-allocate the Undivided Shares reserved to the Subsequent Phase(s) under this Deed or any part thereof to the Subsequent Phase(s) or any part or parts thereof as the First Owner shall deem fit

PROVIDED THAT:-

- (i) such adjustment and/or allocation and/or re-allocation and/or sub-allocation shall not affect an Owner's sole and exclusive right and privilege to hold use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit;
- (ii) no such adjustment shall affect such other Owners' rights in the Development; and
- (iii) the exercise of this right shall not affect the proportion of Undivided Shares allocated to the Government Accommodation.

PROVIDED FURTHER THAT the exercise of any of the above rights by the First Owner under this Clause 3.1 shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in this Deed and the Government Grant;

3.2 Appointment of First Owner as the Owner's Attorney and Covenants in Assignments

(a) Power of attorney to First Owner

The Owners (excluding FSI) hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 3.1 above and the Owners (excluding FSI) 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 appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners (excluding FSI) and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners (excluding FSI).

(b) Assignment to include covenants

Every Assignment by an Owner of the Undivided Shares and the part of the Development (excluding any Assignment of Government Accommodation by FSI or to FSI) which he owns shall include a covenant in substantially the following terms:

"The Purchaser covenants with the Vendor for itself and as agent for CHANNEL FIRST LIMITED ("**the Company**") which expression shall include its successors assigns (other than the Purchaser) and attorneys) 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 Covenantee Purchaser**") and shall enure for the benefit of the Development and be enforceable by the Company and its successors and assigns that:-

- (i) the Covenantee Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 3.1 of a Deed of Mutual Covenant and Management Agreement dated the [] day of [] and the Covenantee 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 Company;
- (ii) the Covenantee Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenantee Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company 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 Covenantee 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 Company as aforesaid with the full power of delegation and the Covenantee 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
- (iv) in the event of the Covenantee Purchaser selling or otherwise disposing of the Property, the Covenantee Purchaser shall sell or otherwise dispose of the Property

upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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

SECTION 4: MANAGER AND MANAGEMENT CHARGES

4.1 Appointment and Termination of Manager

- (a) The parties hereto have agreed with the Manager for the Manager to undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Land and the Development and the Common Areas and Facilities therein (all or any of which activities are where not inapplicable herein included under the word "**management**") from the date of this Deed for, subject to the provisions of the Building Management Ordinance, an initial term of not exceeding two (2) years and such appointment shall continue until terminated as provided in this Clause.
- (b) The appointment of the Manager may be terminated as follows:-
- (i) No resignation of the Manager shall take effect unless it has previously given not less than three (3) months' notice in writing of its intention to resign:-
- (A) by sending such a notice to the Owners' Committee; or
- (B) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (ii) The notice referred to in sub-clause (b)(i)(B) above may be given:-
- (A) by delivering it personally to the Owner; or
- (B) by sending it by post to the Owner at his last known address; or
- (C) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit; or
- (iii) Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy at an Owners' meeting and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving to the Manager not less than three (3) months' notice in writing; or
- (iv) In the event that the Manager is wound up or has a receiving order made against it.
- (c) (i) Where an Owners' Corporation has been formed and subject to sub-clause (c)(iv) below, at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution:-
- (A) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (B) supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),
- determinate by notice the DMC Manager's appointment without compensation.
- (ii) A resolution under sub-clause (c)(i) above shall have effect only if:-
- (A) the notice of termination of appointment is in writing;

- (B) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the 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;
 - (C) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (D) the notice and the copy of the resolution is given to the DMC Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(D) above may be given:
- (A) by delivering them personally to the DMC Manager; or
 - (B) by sending them by post to the DMC Manager at its last known address.
- (iv) For the purposes of sub-clause (c)(i) above:-
- (A) only the Owners of Undivided Shares who pay or who are liable to pay the management expenses relating to those Undivided Shares shall be entitled to vote;
 - (B) the reference in sub-clause (c)(i)(B) above to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.
- (v) 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, sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(iv) shall apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
- (vi) Sub-clause (c)(v) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager's appointment is given under this sub-clause (c):-
- (A) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (B) if no such appointment is approved under sub-clause (c)(vii)(A) 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.
- (viii) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Land and the Development, and the Owners' Corporation has appointed a Manager under sub-clause (c)(vii)(B) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that sub-clause (c)(vii)(B) that may otherwise render that person liable for a breach of that undertaking or agreement.
- (ix) This sub-clause (c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that

Section.

4.2 Delivery of books and records of accounts

- (a) Subject to sub-clause (b) below, if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land and the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date its appointment ends:-
 - (i) prepare (A) an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended; and (B) a balance sheet as at the date its appointment ended, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
 - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of sub-clause (b)(i) above and have not been delivered under sub-clause (a) above.

4.3 Appointment of New Manager

In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed, the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place, or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid, a meeting of the Owners' Committee may be convened to elect a manager to take its place, and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance, at no time shall the Land and the Development be without a responsible duly appointed manager to manage the Land and the Development or any part or parts thereof after execution of this Deed.

4.4 Manager's Remuneration

The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenses costs and charges (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the management of the Land and the Development or any portion of the Land and the Development. Payment of the Manager's remuneration hereunder shall be in advance by twelve (12) equal calendar monthly instalments, each such payment to be in the sum of one twelfth of the annual remuneration of the Manager being 10% of the estimated total annual expenditure for the management of the Land and the Development (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 4.5 to 4.7 below and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 4.28 hereof

PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the

Manager's remuneration at the rate as provided under this Clause, or at such lower rate as the Owners may consider appropriate. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.

4.5 Management Expenses

- (a) Subject to sub-clauses (c), (e), (f) and (h) 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 Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) below.
- (b) In respect of each financial year, the Manager shall:-
 - (i) prepare a draft budget setting out the proposed expenditure during the financial year;
 - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;
 - (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;
 - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) above before the start of that financial year, the total amount of the management expenses for that year shall:-
 - (i) until he has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year;
 - (ii) when he 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)(v) above and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of sub-clause (b) 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 Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that a 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 resolution of the Owners, 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) above and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person PROVIDED if such request is made in writing by GPA, a copy of any draft budget or revised budget shall be provided to GPA free of charge.
- (h) For the purpose of this Clause, "**expenditure**" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

4.6 Preparation of annual budget by Manager

The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the following 31st day of December. Subject to the provisions of this Deed, the annual budget shall be in four parts:-

- (a) The first part 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 benefit of all Owners or required for the proper management of the Development, the Green Area (until the possession thereof is redelivered, or deemed redelivered, to the Government), the Yellow Area (until the possession thereof is redelivered, or deemed redelivered, to the Government), the Development Common Areas and Facilities therein and the Items (taking into account any payment (if any) received from FSI as the Owner of the Government Accommodation pursuant to Clause 2.7(j) above) including but without prejudice to the generality of the foregoing:-
 - (i) the maintenance, operation, repair and cleansing of all Development Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Development Common Areas and Facilities;
 - (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Development Common Areas and Facilities;
 - (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Development Common Areas and Facilities;
 - (iv) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Development Common Areas and Facilities;
 - (v) the cost and expense of maintaining such areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
 - (vi) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units);
 - (vii) the remuneration of the Manager calculated in accordance with Clause 4.4 of this Deed for providing its services hereunder;
 - (viii) insurance of the Common Areas and Facilities and the Units, up to the full new reinstatement value thereof and in particular against loss or damage by fire and such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
 - (ix) a reasonable sum for contingencies;
 - (x) legal and accounting fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided under this Deed;
 - (xi) the costs of removal and disposal of rubbish, refuse and debris from the Development;

- (xii) all costs incurred in connection with the Development Common Areas and Facilities;
 - (xiii) 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;
 - (xiv) the cost of repairing and maintaining all roads, slopes, footbridges, retaining walls and other structures on outside or adjacent to the Land or forming part of the Development, including but not limited to the Slopes and Retaining Walls the maintenance of which is the liability of the grantee under the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual;
 - (xv) the costs of: (I) carrying out and constructing such slope treatment works, retaining walls, or other support, protection, drainage or ancillary or other works as may be necessary to protect and support the Land and also any adjacent or adjoining Government land or leased land; (II) obviating and preventing any falling away, landslip or subsidence occurring thereafter, in respect of any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, either within the Land or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Land or any part thereof or any other works required to be done under the Government Grant; and (III) maintaining the Land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition;
 - (xvi) the cost and expense of inspecting, maintaining, reinstating, repairing the foundations, columns and other structures constructed or to be constructed and reinstating and making good the same in the event of any landslip, subsidence or falling away and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Land or that are required to be maintained under the Government Grant or for the proper functioning of the Development;
 - (xvii) the cost of inspecting, repairing, maintaining and managing the Green Area (until the possession thereof is redelivered, or deemed redelivered, to the Government) and the Yellow Area (until the possession thereof is redelivered, or deemed redelivered, to the Government) under this Deed and/or pursuant to the Government Grant;
 - (xviii) the cost of keeping of guard dog(s) at the Development (if any); and
 - (xix) a fair proportion of the Manager's headquarter administration and accounting fee attributable to the management of the Land and the Development.
- (b) The second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities;
 - (c) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities;

PROVIDED THAT:-

- (i) expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities including and/or for the efficient management and maintenance of the Development including the initial capital costs of setting up a Shuttle Bus Service (if any) and the cost of maintaining and repairing any of the Slopes and Retaining Walls or other structures in compliance with the Government Grant shall be compiled in a separate heading within the appropriate section of the annual budget and shall be

payable out of the Special Fund when the same is established;

- (ii) the annual budget shall also set out an estimate as to the time of any likely need to draw out of the Special Fund; and
- (iii) in the event that a Sub-Deed is entered into in respect of any component part of the Development and in the Sub-Deed any areas and facilities which do not otherwise fall within the definition of Common Areas and Facilities are designated as common areas and facilities as a consequence of which the same thereby become part of the Common Areas and Facilities a new part of the annual budget shall be established by the Manager such part to cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to such common areas and facilities and such expenditure shall be borne by the Owners of that component part of the Development.

4.7 Calculation and payment of management expenses and annual budget

The Manager shall fix the amount to be contributed to the annual budget by each Owner (excluding FSI) in accordance with the following principles:-

- (a) The amount of the monthly or other contributions payable by each Owner (excluding FSI) shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities.
- (b) Each Owner (excluding FSI) of a Unit shall in respect of each Undivided Share allocated to his Unit pay a fraction of the total amount assessed under the first part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Units (excluding the Government Accommodation).
- (c) Each Owner of a Residential Unit shall in respect of each Undivided Share allocated to his Residential Unit further pay a fraction of the total amount assessed under the second part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units.
- (d) Each Owner of a Parking Space shall in respect of each Undivided Share allocated to his Parking Space further pay a fraction of the total amount assessed under the third part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Parking Spaces.
- (e) If a Sub-Deed is entered into in respect of any component part of the Development and a new part of the annual budget is established for that component part in accordance with proviso (iii) of Clause 4.6 above each Owner of that component part shall in addition contribute his due proportion of the budgeted management expenses for that part in the manner provided in the Sub-Deed;
- (f) Where any expenditure for the management and maintenance of the Development and the Land shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or group of Units and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit or group of Units on demand;
- (g) For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payment shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his part of the Development is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person, PROVIDED THAT no Owner shall be called upon to pay more than his fair share; and
- (h) All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner

and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings.

PROVIDED THAT:-

- (i) the First Owner shall be obliged to make the payments and contributions as aforesaid which are of a recurrent nature for any Undivided Shares allocated to any part(s) of the Development and any of the Units remaining unsold SAVE AND EXCEPT those in respect of Undivided Shares allocated to any part(s) of the Development and the Units the construction of which has not been completed and the Consent to Assign or Certificate of Compliance in respect of which has not been issued except to the extent that such uncompleted part(s) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining the Slopes and Retaining Walls or as to the security afforded by the management of the completed part(s)) of the Development and for the avoidance of doubt, the Undivided Shares allocated to such uncompleted part shall not be taken into account in determination of the contribution of the due proportion to the annual adopted budget by each Owner under this Clause; and
- (ii) Notwithstanding any provisions to the contrary herein contained, if the Manager is of the opinion (whose decision shall be conclusive save for manifest error) that the annual adopted budget and/or the sharing of the amounts of management expenditure assessed under any or some sections of the annual adopted budget in accordance with the manner set out in the above provisions may lead to or result in any Owner or the Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled in its absolute discretion to modify any annual adopted budget in such manner as the Manager may in its absolute discretion (but subject to compliance with the procedures applicable to the draft annual budget and the revised annual budget as provided in Clause 4.5 above and to prepare new annual budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of management expenditure assessed under any of some sections of the annual budget by the relevant Owners in such way as the Manager may in its absolute discretion think fit and the modified annual budget and the modified manner of sharing the management expenditure shall be binding (save for manifest error) on all Owners.

4.8 Owner's further contribution to the management expenses

If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 4.7 above and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners.

4.9 Exclusion from management expenses

Notwithstanding anything herein contained and for the avoidance of any doubt, the management expenses payable by the Owners in accordance with this Deed or any relevant Sub-Deed(s) shall not include:-

- (a) Any sum attributable or relating to the cost of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein incurred prior to the date of this Deed, all of which sums shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);
- (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), Government rent payable under the Government Grant which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;
- (c) The expenses for keeping in good and tenantable repair and condition of the main structure, the

external and interior fixtures and fittings, walls, floors, windows, doors, balcony, utility platform, garden, stairhood, flat roof and roof of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus, installations or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner or Owners for the time being of such Unit.

4.10 Special Fund

- (a) The Manager shall establish and maintain the Special fund to provide for expenditure of a kind not expected by him to be incurred annually. The Special Fund shall have the following separate accounts for different component parts of the Common Areas and Facilities:-
- (i) a separate account of the Special Fund designated for the Development Common Areas and Facilities towards payment of 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 Development Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Development Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for all Owners (excluding FSI) for the time being and such fund shall not be refundable or transferable;
 - (ii) a separate account of the Special Fund designated for the Residential Common Areas and Facilities towards payment of 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 Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being and such fund shall not be refundable or transferable; and
 - (iii) a separate account of the Special Fund designated for the Carpark Common Areas and Facilities towards payment of 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 Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Carpark Common Areas and Facilities, the costs of the relevant investigation works and professional services and the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for the Owners of Parking Spaces for the time being and such fund shall not be refundable or transferable.
- (b) Except where the First Owner has made payments in accordance with sub-clause (c) below,
- (i) each Owner (excluding FSI) being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Development Common Areas and Facilities an amount equivalent to 2/12th of the first part of the first year's budgeted management expenses payable in respect of his Unit;
 - (ii) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities an amount equivalent to 2/12th of the second part of the first year's

budgeted management expenses payable in respect of his Residential Unit; and

- (iii) each Owner being the first assignee of his Parking Space shall upon the assignment of his Parking Space from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Carpark Common Areas and Facilities an amount equivalent to 2/12th of the third part of the first year's budgeted management expenses payable in respect of his Parking Space,

Provided that the total initial contribution to the Special Fund by any Owner in respect of each Unit (excluding the Government Accommodation) shall be equivalent to 2/12th of the first year's budgeted management expenses payable in respect of each Unit (excluding the Government Accommodation).

- (c) The First Owner shall in respect of any Unit in any Phase the construction of which has been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to that Unit (i.e. when the Consent to Assign or Certificate of Compliance in respect of that Phase has been issued), whichever is the later, make the initial contribution to the Special Fund in the respective amount specified in sub-clause (b) above.
- (d) Each Owner (excluding FSI) must covenant with the other Owners to make further periodic contributions to the Special Fund and shall on demand pay to the Manager such further periodic contributions to the Special Fund payable in respect of his Unit (excluding the Government Accommodation). The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund, and shall use that account exclusively for depositing all monies received for the Special Fund as referred to in sub-clause (a) above.
- (f) Without prejudice to the generality of sub-clause (e) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (e) or (f) above in a prominent place in the Development.
- (h) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under sub-clause (e) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (f) above.
- (i) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any).
- (j) 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 Development.

4.11 Contracts entered into by Manager

- (a) Subject to sub-clauses (b) and (c) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-

- (i) the supplies, goods or services are procured by invitation to tender; and
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance.
- (b) Subject to sub-clause (c) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:-
- (i) if there is an Owners' Corporation:-
 - (A) the supplies, goods or services are procured by invitation to tender;
 - (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
 - (C) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
 - (ii) if there is no Owners' Corporation –
 - (A) the supplies, goods or services are procured by invitation to tender;
 - (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
 - (C) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause as "**relevant supplies, goods or services**"):-
- (i) where there is an Owners' Corporation, if:-
 - (A) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (B) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Corporation, if:-
 - (A) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (B) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

4.12 Owners' contributions to fees and deposits

Except where the First Owner has made payments in accordance with sub-clause (g) below,

- (a) Each Owner (excluding FSI) being the first assignee of his Unit (excluding the Government Accommodation) shall before he is given possession of his Unit (excluding the Government Accommodation) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to 3/12th of the first year's budgeted management expenses payable in respect of his Unit (excluding the Government Accommodation) which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed PROVIDED THAT in the event that there is an increase in the monthly contribution payable by the Owner (excluding FSI) as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners (excluding FSI) to pay to the Manager by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be equal to three (3) times the then monthly contribution.
- (b) Each Owner (excluding FSI) being the first assignee of a Unit (excluding the Government Accommodation) shall before he is given possession of his Unit (excluding the Government Accommodation) pay to the Manager in advance a sum equal to 2/12th of the first year's budgeted management expenses payable in respect of his Unit (excluding the Government Accommodation) which shall be non-refundable and non-transferable.
- (c) Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12th of the first year's budgeted management expenses payable in respect of his Residential Unit in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit. The debris removal fee not used to pay for debris collection or removal shall be credited to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities.
- (d) Each Owner (excluding FSI) being the first assignee of a Unit (excluding the Government Accommodation) shall before he is given possession of his Unit (excluding the Government Accommodation) pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Unit (excluding the Government Accommodation)) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Development Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (e) Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Residential Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Residential Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (f) Each Owner being the first assignee of a Parking Space shall before he is given possession of his Parking Space pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Parking Space) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Carpark Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (g) The First Owner shall pay the deposit under sub-clause (a) and the debris removal fee under sub-clause (c) in respect of any Unit in any Phase the construction of which has been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to that Unit (i.e. when the

Consent to Assign or Certificate of Compliance in respect of that Phase has been issued), whichever is the later.

4.13 Contributions and payment in advance

Contributions and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar month but this shall not interfere with the Manager's discretion to call for any particular payment or contribution to be made on any other day or days it may deem necessary or desirable.

4.14 Administrative fee for issuing Manager's consent

Where the Manager's consent is required under this Deed, the consent must not be unreasonably withheld and that the Manager must not charge any fee other than a reasonable administrative fee for issuing the consent. The fee must be credited to the Special Fund. In the case where the Manager's consent under this Deed is required by the Owner of the Government Accommodation, the Manager's consent shall be provided free of charge.

4.15 Income other than management expenses

(a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums in connection with their use of the Common Areas and Facilities as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners (excluding FSI).

(b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any House Rules shall be paid into and form part of the management funds and:-

(i) In so far as they arise from or are attributable to the Development Common Areas and Facilities be notionally credited to the first part of the annual budget;

(ii) In so far as they arise from or are attributable to the Residential Common Areas and Facilities providing service to Owners of Residential Units be notionally credited to the second part of the annual budget;

(iii) In so far as they arise from or are attributable to the Carpark Common Areas and Facilities be notionally credited to the third part of the annual budget;

(iv) In so far as they arise from or are attributable to any areas designated as common areas and facilities under a Sub-Deed in respect of a component part of the Development be notionally credited to the section of the annual budget established for that component part,

to the intent that in each case the notional credit or estimated notional credit shall be taken into account in the preparation of the relevant part or section of the annual budget or revised annual budget.

(c) For the avoidance of doubt, the Manager shall not be required to prepare or maintain separate accounts for the income and expenditures of individual parts or sections of the annual budget and the notional credits under sub-clause (b) of this Clause shall be for reference purposes only as therein provided.

4.16 Interest and collection charge on late payment

If any Owner (excluding FSI) shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date of demand, the Manager may impose on such Owner (excluding FSI):-

- (a) Interest calculated on the amount remaining unpaid at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited for the number of days for which it remains unpaid from the due date until the actual date of payment (both dates inclusive); and
- (b) A collection charge of not exceeding 10% of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4.17 Civil action by Manager

All amounts which become payable by any Owner (excluding FSI) in accordance with the provisions of this Deed or any relevant Sub-Deed(s) together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed or any relevant Sub-Deed(s) and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (excluding FSI) (and the claim in any such action may include a claim for the costs incurred by the Manager in such action on a solicitor and own client basis and the defaulting Owner (excluding FSI) 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 the Owners (excluding FSI) for the time being (other than the defaulting Owner (excluding FSI)) as a whole and no Owner (excluding FSI) sued under the provisions of this Deed or any relevant Sub-Deed(s) shall raise or to 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.

4.18 Registration of charge against Undivided Share of defaulting Owner (excluding FSI)

In the event of any Owner (excluding FSI) failing to pay any sum due and payable by him in accordance with the provisions of this Deed or any relevant Sub-Deed(s) or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed or any relevant Sub-Deed(s) within thirty (30) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 4.16 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4.17 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner (excluding FSI) and the Manager shall be entitled without prejudice to any other remedy hereunder to (a) register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner (excluding FSI) and (b) discontinue providing management services to the defaulting Owner (excluding FSI). Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

4.19 Order for sale

Any charge registered in accordance with Clause 4.18 shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner (excluding FSI) together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 4.17 of this Deed shall apply equally to any such action.

4.20 Proceedings to enforce this Deed and House Rules

The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed or any relevant Sub-Deed(s) 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 Clause 4.17 of this Deed shall apply to all such proceedings.

4.21 Application of insurance money etc.

Subject to Clause 9.1 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 Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

4.22 Surplus after satisfaction of claim to be paid to relevant Owner

Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 4.16 to 4.20 of this Deed the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the management funds.

4.23 Amount to be credited to Special Fund

All money paid to the Manager by way of interest and collection charges pursuant to these presents shall be credited to the Special Fund.

4.24 Person ceasing to be Owner ceases to have interest in deposits and Special Fund

Any person ceasing to be the Owner of any Undivided Share or Shares in the Land and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 4.12(a) above and his contribution(s) towards the Special Fund under this Deed to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development

PROVIDED THAT

- (a) any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner; and
- (b) upon the Land reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 9.1 below, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the management expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both case in proportion to the number of Undivided Shares held by such Owners.

4.25 Financial year

- (a) The first financial year for the purpose of management of the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the following 31st day of December but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of the same year PROVIDED THAT subject to sub-clause (b) below, the Manager shall have the right to change the financial year at any time upon giving notice published in the public notice boards of the Development.
- (b) The financial year may not be changed more than once in every five (5) years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

4.26 Manager to maintain account

- (a) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of all the Owners for the time being of the Land and the Development and the Manager shall use that account exclusively in respect of the management of the Land and the Development.

- (b) Without prejudice to the generality of sub-clause (a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Land and the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clauses (a) or (b) above in a prominent place in the Development.
- (d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Land and the Development into the account opened and maintained under sub-clause (a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.
- (e) Subject to sub-clause (f) below, the Manager may, out of money received by the Manager in respect of the management of the Land and the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under sub-clause (e) above or the payment of that amount into a current account in accordance with sub-clause (e) above and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap 155), the title of which refers to the management of the Land and the Development.

4.27 The Manager to keep books and accounts

- (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.
- (b) Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

4.28 Inspection of accounts by Owners

- (a) The Manager shall permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet. The Manager shall on payment of a reasonable copying charge supply any Owner with a copy of any record or document requested by him PROVIDED if such request is made in writing by GPA, a copy of any record or document shall be provided to **FSI free of charge**.
- (b) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the

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

- (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner PROVIDED if such request is made in writing by GPA, a copy of such documents referred in this Clause shall be provided to **FSI free of charge**.
- (c) Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require any income and expenditure account and balance sheet and annual accounts to be audited by an independent auditor of their choice. The Manager shall without delay arrange for such an audit to be carried out by that person and:-
- (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and annual accounts and the report made by the auditor in respect of the income and expenditure account and balance sheet and annual accounts; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet and annual accounts, or the report made by the auditor in respect of the income and expenditure account and balance sheet and annual accounts, or both, as requested by the Owner PROVIDED if such request is made in writing by GPA, a copy of such documents referred in this Clause shall be provided to **FSI free of charge**.

SECTION 5: POWERS AND OBLIGATIONS OF MANAGER

5.1 Powers and obligations of Manager

The management of the Land and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 4.1 of this Deed. Subject to the provisions of the Building Management Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have the authority and power including but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed(s);
- (b) To manage, maintain and control the common driveways and parking areas on the Land and the Development and to impound (i) any cars, pedal bicycles, motor cycles and other vehicles parked in any area not reserved for parking or (ii) any vehicles parked in any Parking Space, the Government Accommodation (Parking Space) or the Government Accommodation (Lay-by Area) without the consent of the Owner or lawful occupier of such Parking Space, Government Accommodation (Parking Space) or Government Accommodation (Lay-by Area) or (iii) any vehicle parked in any Accessible Visitor Parking Spaces, Visitor Parking Spaces or Bicycle Parking Spaces or Residential Loading and Unloading Spaces or Commercial Loading and Unloading Spaces without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Parking Spaces, Accessible Visitor Parking Spaces, Visitor Parking Spaces or Bicycle Parking Spaces or Residential Loading and Unloading Spaces or Commercial Loading and Unloading Spaces or Government Accommodation (Parking Space) or Government Accommodation (Lay-by Area) and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund) provided that no administrative fees shall be chargeable against FSI, its lessees, tenants, licensees and persons authorized by it and the Owners and occupiers for the time being of the Government Accommodation under this sub-clause (b);
- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed and the Owners for the time being thereof and the Manager as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire and other risks as the Manager shall reasonably deem fit, occupiers' liability, public liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Land and the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure block insurance for the Development as a whole including those areas which are not the Common Areas and Facilities and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities, including the permanent artificial lighting at staircases and the backup automatic activated emergency lighting system, and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed;
- (f) To keep the Common Areas and Facilities and such other areas outside the Land but the

management of which is taken up by the Manager under the provisions of this Deed in a clean and sanitary state and condition;

- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external walls, elevations and façade, including windows and window frames, situated in the Common Areas and Facilities;
- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities;
- (i) To choose from time to time the colour and type of façade of the Development, including that of the Residential Units and the Commercial Accommodation;
- (j) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (k) To inspect and keep all the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (PROVIDED THAT any improvement or provision of additional facilities or services which involves expenditure in excess of 10% of the current annual management budget shall require the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (l) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (m) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (n) To replace any glass in the Common Areas and Facilities that may be broken;
- (o) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (p) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (q) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (r) To prevent unauthorised obstruction of the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed and to remove and impound any structure article or thing causing the obstruction;
- (s) 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 Development or any part thereof;
- (t) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security

measures in the Development at all times;

- (u) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, satellite or cable television system (if any) which serve the Development;
- (v) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Common Areas and Facilities or any part thereof which is illegal or unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant 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;
- (w) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (x) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Government Grant or this Deed;
- (y) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Government Grant or this Deed;
- (z) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof or such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed ;
- (aa) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (bb) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (cc) To have the right to represent all the Owners (excluding FSI and GPA) in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole or the Common Areas and Facilities with power to bind all Owners (excluding FSI and GPA) as to any policy adopted or decision reached or action taken in relation to any such dealings PROVIDED THAT the exercise of the right shall be subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed;
- (dd) To have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations under this Deed PROVIDED THAT the Manager shall not transfer or assign its duties or obligations under this Deed to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility;

- (ee) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Land and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (ff) To enforce the due observance and performance by the Owners of the terms and conditions of the Government Grant and this Deed and any relevant Sub-Deed(s) 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 herein mentioned;
- (gg) To ensure that all Owners or occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner and if there is any default on the part of any such Owners or occupiers, to carry out any necessary maintenance works and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (hh) Subject to the approval of the Owners at an Owners' meeting convened under this Deed, to grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Land and the Development and/or in accordance with the provisions of the Government Grant

PROVIDED THAT :-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
- (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (iii) any payment received shall be credited to the Special Fund;
- (ii) Subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed), to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises

PROVIDED THAT :-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
- (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (iii) any payment received shall be credited to the Special Fund;
- (jj) Subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed), to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities of the Land which the Manager shall in its absolute discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land

PROVIDED THAT :-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
 - (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
 - (iii) any payment received shall be credited to the Special Fund;
- (kk) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (ll) Subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed), to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit

PROVIDED THAT :-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
 - (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
 - (iii) any payment received shall be credited to the Special Fund;
- (mm) To remove any dogs, cats, birds or other animals or fowls from the Development (other than the Commercial Accommodation) if, (i) in the opinion of the Manager, such dogs, cats, birds or other animals or fowls is causing a nuisance or disturbance to other Owners or occupiers of the Development or (ii) if the same has been the cause of reasonable written complaint of at least two (2) other Owners or occupiers of the Development;
- (nn) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development and such other social or recreational activities for the Owners of the Residential Units as the Manager shall in its reasonable discretion consider desirable;
- (oo) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation, if formed, to make, revoke or amend the House Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed, the Building Management Ordinance or the Government Grant PROVIDED THAT the House Rules shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation;
- (pp) Subject as otherwise provided in this Deed, to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed or any relevant Sub-Deed(s) (PROVIDED THAT the Manager shall not unreasonably withhold its consent or approval) and the Manager shall not charge any fee other than a reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund). In the case where the Manager's consent or approval under this Deed or relevant Sub-Deed(s) is required by the Owner of the Government Accommodation, the Manager's consent or approval shall be provided free of charge;
- (qq) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (rr) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees PROVIDED THAT any improvement to facilities or services which involves expenditure in

excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;

- (ss) Subject to the prior approval of the Owners' Committee (if formed) or of the Owners' Corporation (if formed), in the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities, to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation PROVIDED THAT (i) the Manager shall not represent FSI or GPA in any dealings with the Government if in the opinion of GPA a surrender directly affects the Government Accommodation (where in which case GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected); and (ii) any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners or be credited into the management funds, as the case may be;
- (tt) Subject to the approval of the Owners' Committee (or the Owners' Corporation, if formed), 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 reasonable discretion think fit PROVIDED THAT (i) the Manager shall not represent FSI or GPA in any dealings with the Government if in the opinion of GPA any such grant directly affects the Government Accommodation (where in which case GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected); and (ii) 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 Development which he owns or unreasonably impede or restrict the access to and from any such part of the Development and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed or any relevant Sub-Deed(s);
- (uu) Subject to the prior approval of the Owners' Committee (if any) or the Owners' Corporation (when formed),
 - (i) to make rules and regulations governing the use of the Recreational Areas and Facilities, including but not limited to the fixing of fees and charges for admittance and use of the Recreational Areas and Facilities from time to time and to collect such fees and charges from the permitted users of the facilities provided that the Club Rules and any amendments thereto shall not be inconsistent with or contravene this Deed, the Building Management Ordinance or the Government Grant; and
 - (ii) subject to Clause 5.1(dd), to let, hire, lease or licence all or any part of the Recreational Areas and Facilities to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit,
- (vv) (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as he may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;
- (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;

- (iii) Subject to the provisions of this Deed, to make House Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;
- (ww) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;
- (xx) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Land serving the Development as and when the Manager deems necessary or desirable;
- (yy) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;
- (zz) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed, of any relevant Sub-Deed(s) and of the House Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
- (aaa) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-
 - (i) the term of the contract will not exceed 3 years;
 - (ii) the right to be granted under the contract will be non-exclusive and will provide for sharing the use of the facilities and network with other service providers; and
 - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;
- (bbb) If the Manager shall in its discretion deem fit, subject to the prior written approval of the relevant governmental authorities to operate or enter into contract with any other person for the operation of the Shuttle Bus Service and to designate certain part of the Common Areas and Facilities for such purpose (if deemed necessary by the Manager) for the use and benefit of the Owners of the Residential Units and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the Shuttle Bus Service such reasonable fares and to terminate and/or suspend the Shuttle Bus Service at any time or times as the Manager may think fit PROVIDED THAT all fares received shall form part of the management funds for the benefit of the Owners of the Residential Units and be notionally credited to the second part of the annual budget of the Development;
- (ccc) To landscape and plant with trees and shrubs any portion of the Land and podium not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition;
- (ddd) In respect of any garden, flat roof and/or roof forming part of a Residential Unit, the Manager shall, on reasonable notice (except in an emergency), be allowed to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the garden, flat roof and/or roof or the parapet walls of the garden, flat roof and/or roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in this Deed as the "**gondola**" which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing,

renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities

PROVIDED THAT:-

- (i) the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby; and
- (ii) the Manager shall at his own costs and expenses make good any damage caused thereby and shall be responsible for his liability for the negligent, wilful or criminal acts of the manager, employees, contractors etc.;
- (eee) To keep guard dog(s) (if any) at the Development for the management and security of the Development;
- (fff) To manage and maintain land, areas, structures, facilities or drains or channels whether within or outside the Land the construction and/or maintenance of which is the liability and/or responsibility of all Owners under the Government Grant as successors in title and assignees of the First Owner;
- (ggg) In default of an Owner of a Residential Unit with open kitchen to carry out yearly maintenance, inspection, maintenance and repair of the fire safety provisions inside his Residential Unit in accordance with the Fire Safety Management Plan, to carry out such yearly maintenance, inspection, maintenance and repair at the cost and expense of that Owner;
- (hhh) To provide training, fire talks, fire drills for all occupants of the Residential Units and appropriate actions in accordance with the Fire Safety Management Plan;
- (iii) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of all parts of the Common EV Facilities;
- (jjj) To repair, maintain, upkeep, improve, control and operate the Green Area (until the possession thereof is redelivered, or deemed redelivered, to the Government) and the Yellow Area (until the possession thereof is redelivered, or deemed redelivered, to the Government) as the Manager shall deem appropriate and maintain the same;
- (kkk) To determine at the Manager's discretion the type and charging capacity of the Non-Common EV Facilities of the electric vehicle charger permitted to be used by the Owner and occupier of the Parking Space; and
- (lll) To do all such other things as are reasonably incidental to the management of the Land and the Development.

5.2 Further powers of Manager

Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power:-

- (a) To ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night PROVIDED THAT the right of the Owners, occupiers or users of the Parking Spaces, Visitor Parking Spaces, Accessible Visitor Parking Spaces, Residential Loading and Unloading Spaces and Commercial Loading and Unloading Spaces to the proper use and enjoyment of such Parking Spaces, Visitor Parking Spaces, Accessible Visitor Parking Spaces, Residential Loading and Unloading Spaces and Commercial Loading and Unloading Spaces in accordance with the provisions of the Government Grant and these presents shall not be affected;
- (b) To impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence

of such removal shall be the sole responsibility of the owner thereof and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);

- (c) To impose charges for any such impoundment and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.
- (d) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris (if any) PROVIDED THAT such charges shall be paid into the management funds;
- (e) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds;
- (f) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government;
- (g) To enter with or without workmen (i) at all reasonable times on prior written reasonable notice (except in case of emergency) upon all and any parts of the Development including any Unit necessary; and (ii) (in the case of entering the Government Accommodation) subject to prior approval of the Owner of the Government Accommodation (except in case of emergency) upon the Government Accommodation, for the purpose of carrying out necessary repairs to any of the fresh or sea water mains and pipes serving the Common Areas and Facilities PROVIDED THAT the Manager shall make good at the Manager's own costs and expenses any damage caused thereby and (in the case of entering the Government Accommodation) be liable for all costs and expenses incurred for any damage caused to the Government Accommodation and ensure that the least disturbance is caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees and contractors;
- (h) To manage, repair, upkeep, maintain and to keep well lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (i) To charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof; and
- (j) To charge a prescribed fee for use of the Shuttle Bus Service (if any) of such amount as the Manager shall in its reasonable discretion deem fit.

5.3 Manager's power of entry

The Manager shall have power to enter with or without workmen and contractors and with or without equipment and apparatus (a) at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit; and (b) (in the case of entering the Government Accommodation) subject to prior approval of the Owner of the Government Accommodation (except in case of emergency) upon the Government Accommodation, for the purposes of carrying out necessary repairs to any part or parts of the Development or the Common Areas and Facilities PROVIDED THAT the Manager shall cause as little disturbance as possible and the Manager shall **forthwith make good at the Manager's own costs and expenses** any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its workmen, employees and contractors in the course of exercising the aforesaid rights.

5.4 Manager to manage Common Areas and Facilities

- (a) The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners'

Corporation on the channels of communication among Owners on any business relating to the management of the Land and the Development;

- (b) The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed and any relevant Sub-Deed(s) in respect of any matter concerning the Common Areas and Facilities.

5.5 Manager's acts and decisions binding on Owners

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

5.6 The Manager's power to make House Rules, etc.

- (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Land and the Development, the Common Areas and Facilities, protection of the environment of the Development and 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 and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.
- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed(s) and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed and any Sub-Deed(s) the terms and conditions of this Deed and the Sub-Deed(s) shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance or the Government Grant and shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation.
- (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such House Rules or non-observance thereof by any third party.

5.7 Powers and duties of the Manager subject to the rights and privileges of FSI

Notwithstanding anything in this Deed, the powers and duties of the Manager shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in this Deed and the Government Grant.

SECTION 6: EXCLUSIONS AND INDEMNITIES

6.1 Manager not liable to Owners

- (a) Subject to sub-clause (b), the Manager, his employees, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed(s). Without in any way limiting the generality of the foregoing, the Manager, his employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of
- (i) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
 - (ii) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or
 - (iii) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or
 - (iv) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
 - (v) theft, burglary or robbery within the Development;
- AND the management contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.
- (b) The Manager shall be liable for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, his employees, agents or contractors.

6.2 Owners to be responsible for act or negligence of occupiers

Each Owner (excluding FSI) 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 or negligence of any occupier of any Unit (excluding the Government Accommodation) 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 fire, overflow of water or leakage of electricity or gas therefrom.

6.3 Owners to be responsible for cost of making good loss and damage

Each Owner (excluding FSI) shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against the acts and omissions of all persons occupying any Unit (excluding the Government Accommodation) of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by these presents to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by these presents or for which the Manager has in its reasonable discretion elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION 7: OWNERS' COMMITTEE

7.1 Establishment of Owners' Committee

- (a) The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine (9) months after the date of this Deed (and to convene further and subsequent meetings if required) to :-
 - (i) appoint an Owners' Committee and the chairman thereof; or
 - (ii) appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance. .
- (b) The Owners' Committee shall consist of not fewer than five (5) members and not more than nine (9) members, or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners, provided that:-
 - (i) not more than seven (7) members shall be elected from the Owners of the Residential Accommodation to represent them in the Owners' Committee;
 - (ii) not more than one (1) member shall be elected from the Owners of the Commercial Accommodation to represent them in the Owners' Committee; and
 - (iii) not more than one (1) member shall be elected from the Owners of the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces to represent them in the Owners' Committee.
- (c) The Owner of the Subsequent Phase(s) shall not be entitled to elect member(s) or send their representative(s) to the Owners' Committee unless and until after the issuance of the relevant Occupation Permit covering the relevant Subsequent Phase(s), and the holding of the annual general meeting of the Owners immediately following the issuance of the Occupation Permit.

7.2 Functions of Owners' Committee

The functions of the Owners' Committee shall include the following:-

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the annual budget and revised budget prepared by the Manager;
- (d) the approval of the Club Rules and the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the outgoing Manager in accordance with the provisions of Clause 4.3 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

7.3 Membership

Any Owner shall be eligible for membership of the Owners' Committee. 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.

7.4 Retirement from membership

A member of the Owners' Committee shall retire from office at every alternate annual meeting following

his appointment but shall be eligible for re-election but subject to this he shall hold office until:-

- (a) he resigns by notice in writing to the Owners' Committee; or
- (b) he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
- (c) 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
- (d) he becomes incapacitated by physical or mental illness or death; or
- (e) he is removed from office by resolution of a duly convened meeting of Owners.

In any of the events provided for in sub-clauses (a), (c) or (d) of this Clause resulting in the number of members of the Owners' Committee being less than three (3), the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

7.5 Meetings

- (a) Subject to sub-clause (b), a meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee.
- (b) A meeting of the Owners' Committee to be known as the annual meeting shall be held once in each calendar year commencing with the year following the date of this Deed for the purpose of transacting any other business of which due notice is given in the notice convening the meeting.
- (c) Whether or not FSI is a member of the Owners' Committee, FSI shall have the right to attend the meetings of the Owners' Committee.

7.6 Notice of meeting

The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee. Such notice of meeting shall specify (i) the date, time and place of the meeting; and (ii) the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given:-

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

A notice of the meeting shall also be given to FSI free of charge as the Owner of the Government Accommodation by prepaid post or delivered by hand to GPA, Government Property Agency, 9/F, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by FSI in writing.

7.7 Quorum

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. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business.

7.8 Chairman

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

- (a) the chairman; or
- (b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.

7.9 Meeting Procedures

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

7.10 Resolutions

The following provisions shall apply in all meetings of the Owners' Committee:-

- (a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed(s);
- (b) At a meeting of the Owners' Committee, each member present shall have one vote on a resolution put to the vote of the meeting or on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (c) No resolution of the Owners' Committee should adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.

7.11 Owners' Committee not liable

The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any Sub-Deed(s) not being anything involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deeds, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.

7.12 No Remuneration

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

7.13 Records and Minutes

- (a) The Owners' Committee shall cause to be kept records and minutes of:-
 - (i) the appointment and vacation of appointments of all its members and all changes therein;
 - (ii) all resolutions and notes of proceedings of the Owners' Committee;
 - (iii) the members present at all meetings.
- (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 and such Owner shall also be entitled to extracts thereof on paying reasonable charges therefor. All copying charges received shall be credited to the Special Fund.

- (c) Whether or not FSI is a member of the Owners' Committee, FSI shall have the right to receive notices, agendas and minutes of the meetings of the Owners' Committee free of charge sent by prepaid post or delivered by hand to GPA, Government Property Agency, 9/F, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by FSI in writing.

7.14 Sub-Committees

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Development or to co-opt any person eligible under Clause 7.3 who are not members of the Owners' Committee to serve on such sub-committees.

SECTION 8: MEETING OF OWNERS

8.1 Meetings

From time to time as occasion may require there shall be meetings of the Owners for the time being of the Undivided Shares to discuss and decide matters concerning the Development and in regard to such meetings the following provisions shall apply:-

- (a) A meeting of Owners may be convened by:-
 - (i) the Owners' Committee;
 - (ii) the Manager; or
 - (iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.
- (b) The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (c) The notice of meeting referred to in sub-clause (b) above may be given –
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) The quorum at a meeting of Owners shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "**10% of the Owners**" shall -
 - (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Land and the Development are divided; and
 - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (e) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a)(ii) or (a)(iii) above, the person convening the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of Owners:-
 - (i) an Owner shall have one vote in respect of each Undivided Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast –
 - (A) by a proxy jointly appointed by the co-Owners;

- (B) by a person appointed by the co-Owners from amongst themselves; or
 - (C) if no appointment is made under paragraph (A) or (B) above, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
- (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
- (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and-
 - (A) shall be signed by the Owner; or
 - (B) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a)(ii) or (a)(iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (i) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (j) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development Provided as follows:-
 - (i) 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.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed(s).
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (l) No resolution of the meeting of Owners should adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.
- (m) The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, any Sub-Deed(s), the Building Management Ordinance or otherwise or liability to pay any fees or charges under this Deed or any Sub-Deed(s). Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, any Sub-Deed(s), the Building Management Ordinance or otherwise.

SECTION 9: EXTINGUISHMENT OF RIGHTS

9.1 Owners' meeting in event of Development being damaged

In the event of the whole or any part(s) of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause rendering it substantially unfit for use or habitation or occupation, the Owners holding not less than 75% of the Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting and decide by a resolution of not less than 75% of the Owners present in person or by proxy and voting in the meeting whether or not to rebuild or reinstate the damaged part(s) of the Development. The resolution is to be binding upon all the Owners of the damaged part(s) of the Development.

9.2 Provision applicable to such Owners' meeting

The following provisions shall apply to a meeting convened under Clause 9.1 above:-

- (a) The person convening such meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (b) The notice of meeting referred to in sub-clause (a) above shall be given :
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving at the Owner's Unit or depositing it in the letter box for that Unit.
- (c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy five per cent (75%) of the total number of Undivided Shares of the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (d) The chairman of the Owners' Committee or the person convening such meeting shall be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) At such meeting of the Owners, an Owner may cast a vote personally or by proxy.
- (g)
 - (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and
 - (1) shall be signed by the Owner; or
 - (2) if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
 - (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or the person convening the meeting at least 48 hours before the time for the holding of the meeting.

- (iii) 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 that meeting.
- (h) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting shall be binding on all the Owners of the damaged part(s) of the Development PROVIDED as follows:-
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (i) The accidental omission to give notice to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION 10: MISCELLANEOUS PROVISIONS

10.1 The Building Management Ordinance

- (a) No provision in this Deed shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance and the Schedules thereto.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (both of the English and Chinese versions) in the management office 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.

10.2 Address for service of notice

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

10.3 Owners to notify Manager when ceasing to be Owner

Each Owner shall on ceasing to be the Owner of any Undivided Share and the Unit enjoyed therewith upon assignment of his Unit notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment.

10.4 No liability after ceasing to be Owner

Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

10.5 Public notice boards, etc.

There shall be public notice boards at such places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards 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 seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

10.6 Service of notices, etc.

Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Residential Unit or the Commercial Accommodation (or the relevant part thereof) or the Parking Spaces or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same

PROVIDED THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known address. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or left by hand at the Manager's registered office or last known address.

10.7 Compliance with the Building Management Ordinance and the Government Grant

- (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.

10.8 Chinese translation

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

10.9 Plans of Common Areas and Facilities

A set of the plans annexed hereto showing the Common Areas and Facilities shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges. Whether to be annexed to this Deed or lodged in the management office, the Manager shall provide the Owner of the Government Accommodation with a copy of the plans of Common Areas and Facilities and any amendments that may be made thereto from time to time, free of costs.

10.10 Owners' Corporation, etc. to replace Owners' Committee and meetings

At any time after the formation and during the existence of the Owners' Corporation under the Building Management Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.

10.11 Maintenance of Works and Installations

- (a) The First Owner at its own costs and expenses has prepared a schedule of all the Works and Installations. The schedule of the Works and Installations is set out in the Fourth Schedule hereto (subject to revisions as provided in sub-clauses (e) and (f) below).
- (b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details:-
 - (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) recommended maintenance strategy and procedures;
 - (iv) a list of items of the Works and Installations requiring routine maintenance;

- (v) recommended frequency of routine maintenance inspection;
 - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Development within one (1) month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (g) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations shall be paid out of the Special Fund.
- (h) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office of the Development within one (1) month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

10.12 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 the Units and Common Areas and Facilities and to the Undivided Share or Shares held therewith.

10.13 Establishment of RCHE or RCHD

No provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD, or the use of the Land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD.

10.14 The Green Area

Notwithstanding anything herein contained and until such time as possession of the Green Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Government Grant, the Manager shall be responsible for the maintenance of the Green Area in accordance with the Government Grant and the Owners (excluding FSI) shall be responsible for the costs and expenses for the maintenance and repair of the Green Area as if they were part of the Common Areas and Facilities (until possession of which is re-delivered, or deemed redelivered, to the Government).

10.15 The Yellow Area

Notwithstanding anything herein contained and until such time as possession of the Yellow Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Government Grant, the Manager shall be responsible for the maintenance of the Yellow Area in accordance with the Government Grant and the Owners (excluding FSI) shall be responsible for the costs and expenses for the maintenance and repair of the Yellow Area as if they were part of the Common Areas and Facilities (until possession of which is re-delivered, or deemed redelivered, to the Government).

10.16 Items relating to the Government Accommodation

- (a) The Owners (excluding FSI) shall at their own expense but subject to any contribution by FSI as referred to in Clause 2.7(j) of this Deed in all respects to the satisfaction of the Director of Lands maintain the Items.
- (b) The Items shall be managed and maintained by the Manager. The Owners (excluding FSI) shall indemnify and keep indemnified the Government and FSI from and against all liabilities, damages, expenses, claims, losses, costs, demands, charges, actions and proceedings of whatsoever nature arising whether directly or indirectly out of or as a consequence of the failure of the Manager or the Owners (excluding FSI) to manage or maintain the Items.

10.17 Ownership and maintenance of Non-Common EV Facilities

- (a) Each Owner of the Parking Space or the Government Accommodation (Parking Space) shall at his own cost and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities (if any) serving his Parking Space or the Government Accommodation (Parking Space) exclusively. Each Owner of such Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.
- (b) Without prejudice to the generality of sub-clause (a) above, if the Owner of any Parking Space fails to repair or maintain the Non-Common EV Facilities serving his Parking Space exclusively in accordance with sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of the Development or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not be obliged, to carry out such repairs or maintenance works to the relevant Non-Common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair or maintain as the Manager shall in absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Parking Space on a full indemnity basis as a debt.
- (c) The appearance and standards (including but not limited to the design, specification and use of materials) of all replaced Non-Common EV Facilities installed by the Owner of any Parking Space shall be consistent and compatible with the appearance and standards of the original Non-Common EV Facilities installed for his Parking Space or such other appearance or standards as approved by the Manager PROVIDED THAT no repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval and to be carried out by contractors approved by the Manager.
- (d) Each Owner of the Parking Space shall at his own costs and expenses at all times :-
 - (i) observe and comply with all ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by the Environment Bureau or the Electrical and Mechanical Services Department or all other Government authorities from time to time and all the Building Rules as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair and/or replacement of the Non-Common EV Facilities or any part thereof serving his Parking Space exclusively including but not

limited to any other works to be carried out thereat and control of the consistent appearance of the Non-Common EV Facilities;

- (ii) take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and
- (iii) indemnify the Owners or occupiers of the other Units for his failure to observe or comply with the provisions of this Clause.

10.18 Right of Ingress, Egress and Regress for the Director of Lands and MTR Corporation Limited

- (a) All Owners shall at their own expenses comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the Development connected or in close proximity to the Railway (as defined in the Government Grant) and shall permit the Director of Lands, MTR Corporation Limited and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the Land or any part thereof and any building or buildings erected thereon at all times with or without tools, equipment, plant, machinery or motor vehicles to carry out works and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway (as defined in the Government Grant).
- (b) All Owners shall observe and comply with all Ordinances, including but not limited to the Mass Transit Railway Ordinance (Cap. 556 of the laws of Hong Kong) and the Kowloon-Canton Railway Corporation Ordinance (Cap. 372 of the laws of Hong Kong), by-laws and regulations for the time being in force and relating to the Railway and any amendments thereto.

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

THE FIRST SCHEDULE

Allocation of Undivided Shares
Section 1: Summary

No.	Description	Undivided Shares
1.	Phase 1	
	Residential Units within Phase 1	448,732
	Residential Car Parking Spaces within Phase 1	2,450
	Residential Motor Cycle Parking Spaces within Phase 1	30
	Commercial Accommodation within Phase 1	30,256
	Common Areas and Facilities within Phase 1	3,000
	Sub-total:	484,468
2.	Subsequent Phase(s)	1,004,393
	Total:	1,488,861

Section 2: Schedule of Allocation of Undivided Shares

1. Phase 1

(a) Residential Units within Phase 1

Greenwood Tower 1 (翠景閣第 1 座)

Tower	Floor	Flat	Remarks	Undivided Shares		
				Each	No. of Flat	Total
Greenwood Tower 1	1/F (1 Storey)	A1	(4)	845	1	845
		A2	(4)	1,023		1,023
		A5	(4)	1,081		1,081
		B1	(4)	1,366		1,366
		B2	(1)	491		491
		B3	(1)	789		789
		B5	(1)	722		722
		B8	(1)	730		730
	2/F-11/F (9 Storeys)	A1	(1)	810	9	7,290
		A2	(1)	1,010		9,090
		A3	(1)	376		3,384
		A5	(1)	704		6,336
		B1	(1)(2)	1,363		12,267
		B2	(1)	491		4,419
		B3	(1)	789		7,101
		B5	(1)	713		6,417
	12/F (1 Storey)	B6	(1)	1,036	9,324	
		B8	(1)	717	6,453	
		A1	(3)(5)	1,607	1	1,607
		A3	(1)	376		376
		A5	(1)(5)	726		726
		B1	(1)(2)(5)	1,396		1,396
		B2	(1)(5)	533		533
		B3	(1)(5)	831		831
	B5	(1)(3)(5)	1,472	1,472		
B8	(1)(5)	754	754			
Grand Total						86,823

Note:

1. There is no designation of 4th Floor in Greenwood Tower 1.

(b) Residential Units within Phase 1

Greenwood Tower 2 (翠景閣第 2 座)

Tower	Floor	Flat	Remarks	Undivided Shares			
				Each	No. of Flat	Total	
Greenwood Tower 2	1/F (1 Storey)	A1	(4)	863	1	863	
		A2	(4)	1,125		1,125	
		A3	(4)	740		740	
		A6	(4)	1,149		1,149	
		B1	(1)	659		659	
		B2	(1)	715		715	
		B3	(1)	726		726	
		B6	(1)	735		735	
			B8	(1)	502		502
	2/F-11/F (9 Storeys)	A1	(1)	824	9	7,416	
		A2	(1)	1,100		9,900	
		A3	(1)	710		6,390	
		A5	(1)	368		3,312	
		A6	(1)	736		6,624	
		B1	(1)	659		5,931	
		B2	(1)	715		6,435	
		B3	(1)	717		6,453	
		B5	(1)	1,038		9,342	
		B6	(1)	722		6,498	
			B8	(1)	502		4,518
	12/F (1 Storey)	A1	(3)(5)	1,677	1	1,677	
		A3	(1)(5)	619		619	
		A5	(1)	368		368	
		A6	(1)(5)	763		763	
		B1	(1)(5)	693		693	
		B2	(1)(5)	751		751	
		B5	(1)(3)(5)	1,478		1,478	
B6		(1)(5)	769	769			
		B8	(1)(5)	545		545	
Grand Total						87,696	

Note:

1. There is no designation of 4th Floor in Greenwood Tower 2.

(c) Residential Units within Phase 1

Greenwood Tower 3 (翠景閣第 3 座)

Tower	Floor	Flat	Remarks	Undivided Shares		
				Each	No. of Flat	Total
Greenwood Tower 3	1/F (1 Storey)	A1	(4)	868	1	868
		A2	(4)	1,157		1,157
		A3	(4)	739		739
		A6	(4)	1,152		1,152
		B1	(1)	659		659
		B2	(1)	715		715
		B3	(1)	726		726
		B6	(1)	735		735
		B8	(1)	502		502
	2/F-11/F (9 Storeys)	A1	(1)	824	9	7,416
		A2	(1)(2)	1,111		9,999
		A3	(1)	710		6,390
		A5	(1)	368		3,312
		A6	(1)	736		6,624
		B1	(1)	659		5,931
		B2	(1)	715		6,435
		B3	(1)	719		6,471
		B5	(1)	947		8,523
		B6	(1)	729		6,561
	12/F (1 Storey)	A1	(2)(3)(5)	1,690	1	1,690
		A3	(1)(5)	619		619
		A5	(1)	368		368
		A6	(1)(5)	763		763
		B1	(1)(5)	693		693
		B2	(1)(5)	751		751
		B5	(1)(3)(5)	1,479		1,479
		B6	(1)(5)	770		770
	Grand Total					

Note:

1. There is no designation of 4th Floor in Greenwood Tower 3.

(d) Residential Units within Phase 1

Greenwood Tower 5 (翠景閣第 5 座)

Tower	Floor	Flat	Remarks	Undivided Shares			
				Each	No. of Flat	Total	
Greenwood Tower 5	1/F (1 Storey)	A1	(4)	759	1	759	
		A2	(4)	1,152		1,152	
		A3	(4)	738		738	
		A6	(4)	1,153		1,153	
		B1	(1)	659		659	
		B2	(1)	715		715	
		B3	(1)	726		726	
		B6	(4)	743		743	
		B8	(4)	749		749	
	2/F-11/F (9 Storeys)	A1	(1)	758	9	6,822	
		A2	(1)(2)	1,123		10,107	
		A3	(1)	709		6,381	
		A5	(1)	368		3,312	
		A6	(1)	736		6,624	
		B1	(1)	659		5,931	
		B2	(1)	715		6,435	
		B3	(1)	719		6,471	
		B5	(1)	947		8,523	
		B6	(1)	725		6,525	
	12/F (1 Storey)	A1	(2)(3)(5)	1,664	1	1,664	
		A3	(1)(5)	615		615	
		A5	(1)	368		368	
		A6	(1)(5)	763		763	
		B1	(1)(5)	693		693	
		B2	(1)(5)	751		751	
		B5	(1)(3)(5)	1,479		1,479	
		B6	(1)(5)	744		744	
		B8	(1)(5)	767	767		
	Grand Total						88,939

Note:

1. There is no designation of 4th Floor in Greenwood Tower 5.

(e) Residential Units within Phase 1

Greenwood Tower 6 (翠景閣第 6 座)

Tower	Floor	Flat	Remarks	Undivided Shares				
				Each	No. of Flat	Total		
<u>Greenwood Tower 6</u>	<u>1/F</u> <u>(1 Storey)</u>	A1	(4)	1,132	1	1,132		
		A2	(4)	1,230		1,230		
		A3	(4)	569		569		
		A5	(4)	731		731		
		A6	(4)	735		735		
		A8	(4)	1,023		1,023		
		B1	(4)	802		802		
		B2	(4)	1,111		1,111		
		B3	(4)	535		535		
		B6	(4)	782		782		
		<u>2/F</u> <u>(1 Storey)</u>	A1	(1)(2)		1,049	1	1,049
			A2	(1)(2)		1,163		1,163
			A3	(1)		549		549
			A5	(1)		714		714
	A6		(1)	718	718			
	A8		(1)	992	992			
	B1		(1)	792	792			
	B2		(1)	1,035	1,035			
	B3		(1)	523	523			
	B6		(1)	738	738			
	<u>3/F-11/F</u> <u>(8 Storeys)</u>		A1	(1)(2)	1,049	8		8,392
			A2	(1)(2)	1,163			9,304
		A3	(1)	549	4,392			
		A5	(1)	714	5,712			
		A6	(1)	718	5,744			
		A8	(1)	992	7,936			
		B1	(1)	792	6,336			
		B2	(1)	1,035	8,280			
		B3	(1)	515	4,120			
		B5	(1)	719	5,752			
		B6	(1)	730	5,840			
		<u>12/F</u> <u>(1 Storey)</u>	A1	(1)(2)(5)	1,090		1	1,090
			A2	(1)(2)(5)	1,219			1,219
			A3	(1)(5)	573			573
	A5		(1)(5)	762	762			
	A6		(1)(5)	785	785			
A8	(1)(5)		1,019	1,019				
B1	(1)(5)		848	848				
B2	(1)(5)		1,079	1,079				
B3	(1)(5)		555	555				
B5	(1)(5)		747	747				
B6	(1)(5)	755	755					
Grand Total						98,163		

Note:

1. There is no designation of 4th Floor in Greenwood Tower 6.

Remarks for Greenwood Tower 1, Greenwood Tower 2, Greenwood Tower 3, Greenwood Tower 5 and Greenwood Tower 6 :-

- (1) means including the balcony thereof.
- (2) means including the utility platform thereof.
- (3) means including the flat roof(s) adjacent thereto.
- (4) means including the garden(s) thereof.
- (5) means including the roof(s) thereabove.

(f)	Residential Car Parking Spaces within Phase 1	
	98 Residential Car Parking Spaces <i>of 25 Undivided Shares each</i>	2,450 Undivided Shares
(g)	Residential Motor Cycle Parking Spaces within Phase 1	
	6 Residential Motor Cycle Parking Spaces <i>of 5 Undivided Shares each</i>	30 Undivided Shares
(h)	Commercial Accommodation within Phase 1	
(i)	Commercial Accommodation within Phase 1 (excluding Commercial Carpark within Phase 1)	29,371 Undivided Shares
(ii)	Commercial Carpark within Phase 1	
	(A) 35 Commercial Car Parking Spaces within Phase 1 <i>of 25 Undivided Shares each</i>	875 Undivided Shares
	(B) 2 Commercial Motor Cycle Parking Spaces within Phase 1 <i>of 5 Undivided Shares each</i>	10 Undivided Shares
(i)	Common Areas and Facilities within Phase 1	3,000 Undivided Shares
	Sub-total for Phase 1:	<u>484,468 Undivided Shares</u>
2.	<u>Subsequent Phase(s)</u>	1,004,393 <u>Undivided Shares</u>
	Total:	1,488,861 <u>Undivided Shares</u>

THE SECOND SCHEDULE

Rights, Privileges and Easements

The rights and privileges conferred as particularised under Part A and subject to which as specified in Part B each Undivided Share is held shall only come into effect as and when a part or parts of the Development has been issued an Occupation Permit and then only in respect of that part or parts of the Development being issued an Occupation Permit.

Part A

1. Right and privileges of Owners

The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this Schedule referred to as "**his premises**") shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the House Rules and the rights of the Manager as provided in this Deed and the payment by the Owner of his due proportion of the management expenses and Special Fund contributions and any other payments payable pursuant to this Deed:-

(a) Right to support and shelter

The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;

(b) Right of 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 his premises through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his premises or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid;

(c) Right of entry to other parts of the Development to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times, (in the case of entering any Units and other parts of the Development excluding the Government Accommodation) upon reasonable prior notice (except in the case of emergency in which case the Owner may seek assistance from the Manager who may enter into that Unit in accordance with this Deed without prior notice), and (ii) (in the case of entering the Government Accommodation) subject to prior approval of the Owner of the Government Accommodation except in case of emergency and such Owner shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation, to enter upon other parts or Units of the Development for the purpose of carrying out any works for the maintenance and repair of his premises including any conducting media exclusively serving the same (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 SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media;

(d) Other easements, rights and privileges

All other easements, rights and privileges belonging to or appertaining to the Land and the Development or any part thereof.

2. Right to use the Recreational Areas and Facilities

In addition to the above rights and privileges the Owner of each Undivided Share attributable to the Residential Unit shall have the full right and liberty subject to payment of the prescribed fees (if any)

(but SUBJECT TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Recreational Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

3. **Rights of FSI etc.**

FSI, its lessees, tenants, licensees and persons authorized by it and the Owners and occupiers for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements and the exercise of the following rights, privileges and easements shall not be subject to any permission, approval or consent of the Manager (or any other Owners):-

- (a) the right of shelter, support and protection for the Government Accommodation;
- (b) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term of the Government Grant laid on or running through any part of the Land and any part of the Development;
- (c) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as the “**Government Accommodation Services**”) at any time at its absolute discretion without any charge by and without having to obtain the approval or consent of any other Owners or the Manager Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation;
- (d) the right to go, pass and repass over and along and to use any common parts of the Land or any common parts of the Development in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the Land or any part thereof or the Development;
- (e) the right at all reasonable times with or without surveyors, contractors, workmen or others and with or without tools, equipment, plant, machinery, material, motor vehicle or vehicles to enter upon the Land or any part of the Development for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying, reinstatement and other works to the Government Accommodation Services or any part thereof;
- (f) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
- (g) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Land or any part thereof or any part of the Development with or without servants, workmen or others and with or without tools, equipment, plant, machinery, material or motor vehicles for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

- (h) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (i) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Land or any part of the Development with or without servants, workmen or others and with or without tools, equipment, plant, machinery, material or motor vehicles; and
- (j) such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands.

Part B

The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

(a) **Manager's right of entry**

- (i) (applicable to all his premises other than the Government Accommodation) The full right and privilege of the Manager on reasonable notice (except in the case of emergency) with or without workmen and contractors and with or without equipment and apparatus to enter into and upon his premises for the purposes of carrying out necessary repairs to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners, PROVIDED THAT the Manager shall cause as little disturbance as possible and shall at his own costs and expense repair any damage so caused and shall be liable for negligent, wilful or criminal acts of the Manager, his workmen and contractors in the course of exercising the aforesaid rights;
- (ii) (applicable to his premises being the Government Accommodation) The full right and privilege of the Manager with or without workmen and contractors and others and with or without equipment and apparatus at all reasonable times subject to prior approval of the Owner of the Government Accommodation except in case of emergency and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation, to enter into and upon his premises for the purposes of carrying out necessary repairs to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof, PROVIDED THAT the Manager shall cause as little disturbance as possible and shall at his own costs and expense repair any damage so caused and shall be liable for negligent, wilful or criminal acts of the Manager, his workmen and contractors in the course of exercising the aforesaid rights;

(b) **Manager's right to operate, etc. the gondola**

The full right and privilege of the Manager at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the garden, roof or flat roof and/or roof or the parapet walls of the garden, roof or flat roof and/or roof as may be determined by the Manager the gondola to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities PROVIDED THAT the use and enjoyment by the Owner of the Residential Unit shall not be materially affected or prejudiced thereby;

(c) **Rights of the First Owner**

Rights of the First Owner set forth in Section 2 and Section 3 of this Deed;

(d) **Other rights**

Rights and privileges equivalent to those set forth in Clause 1 of Part A of this Second Schedule.

(e) Prior to the redelivery of possession of the Yellow Area to the Government in accordance with the Government Grant,

(i) right of the Government, the Director of Lands and his officers, contractors and agents and any persons authorized by the Director of Lands, to have the right of ingress, egress and regress to, from and through the Land and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a), (b)(ii) and (c) of Special Condition No. (6) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under sub-clause (d) of Special Condition No. (6) of the Government Grant and any other works which the Director of Lands may consider necessary in the Yellow Area; and

(ii) right of the Government and the relevant public utility companies authorized by the Government to have the right of ingress, egress and regress to, from and through the Land and the Yellow Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Land or any adjoining or neighbouring land or premises and the Highways Structures (as defined in the Government Grant), and the Owners shall cooperate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area;

(f) Prior to the redelivery of possession of the Green Area to the Government in accordance with the Government Grant,

(i) right of the Government, the Director of Lands and his officers, contractors and agents and any persons authorized by the Director of Lands, to have the right of ingress, egress and regress to, from and through the Land and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (2)(a) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (2)(b) of the Government Grant and any other works which the Director of Lands may consider necessary in the Green Area;

(ii) right of the Government and the relevant public utility companies authorized by the Government to have the right of ingress, egress and regress to, from and through the Land and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Land or any adjoining or neighbouring land or premises and the Owners shall cooperate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

(iii) right of the officers of the Water Authority and such other persons as may be authorized by them to have the right of ingress, egress and regress to, from and through the Land and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area;

THE THIRD SCHEDULE

Covenants, Provisions and Restrictions

1. No structural alteration

No Owner shall make any structural alteration to any part of the Development owned by him (including but not limited to the external walls, structure or façade of the Unit owned by him or any installation or fixture therein) which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities) nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Land not being equipment or apparatus for his exclusive use and benefit.

2. Not to vitiate insurance

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

3. Not to partition

No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Development or any of the Residential Units or Parking Spaces.

4. Not to interfere with the construction, management, etc. of the Development

Subject to the provisions of Clause 3.1 of this Deed, no Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the management and the maintenance of the Development.

5. No conversion of the Common Areas and Facilities

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

(b) No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained PROVIDED any such conversion or designation shall not affect the proper use and enjoyment of the Government Accommodation. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.

6. Not to obstruct the Common Areas and Facilities

No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Development.

7. Not to use for illegal or immoral purpose

No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being of the Development.

8. Not to use for offensive purpose, etc.

- (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Grant, the Occupation Permit, this Deed, any Sub-Deed(s) and any Ordinances and Regulations from time to time applicable thereto.
- (b) No Owner (excluding FSI) shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.

9. User and alienation restriction

- (a) (i) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles.
- (ii) The Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, the Commercial Car Parking Spaces, the Commercial Motor Cycle Parking Spaces, the Accessible Visitor Parking Spaces and the Visitor Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or other articles, goods or things and no structure or partitioning shall be erected thereon.
- (iv) Only one (1) motor vehicle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation shall be parked in each Residential Car Parking Space.
- (v) Only one (1) motor cycle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation shall be parked in each Residential Motor Cycle Parking Space.

SAVE AND EXCEPT that subject to Special Condition No. (29) of the Government Grant, the First Owner may use the relevant part(s) of the Development as show flat(s) and/or sales office for such period or periods as it shall in its discretion consider appropriate subject to the Government Grant PROVIDED THAT the First Owner shall cause as little disturbance and inconvenience to other Owners when exercising this right and if any Residential Units are used as show flats:-

- (1) the show flats shall be for the sole purpose of facilitating the sale of the Residential Units by the First Owner;
 - (2) the access to the show flats shall be subject to the consent and control of the Manager (who may prescribe the manner of access to the show flats, determine the opening hours thereof, and control the number of visitors at any time);
 - (3) the use and enjoyment of other Residential Units shall not be affected;
 - (4) the access to the other Residential Units shall not be impeded or restricted; and
 - (5) the operation of the show flats shall cause as little disturbance as possible to the other Owners.
- (b) The Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:-

- (i) assigned except
 - (A) together with Undivided Shares in the Land giving the right of exclusive use and possession of a Residential Unit or Residential Units in the Development; or
 - (B) to a person who is already the Owner of Undivided Shares in the Land with the right of exclusive use and possession of a Residential Unit or Residential Units; or
- (ii) underlet except to residents of the Residential Units

PROVIDED THAT in any event not more than three (3) in number of the total of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to any one Owner or underlet to the resident of any one Residential Unit in the Development.

10. Not to erect partitioning to block the fire exits and windows

No partitioning shall be erected or installed in a Residential Unit which does not leave clear access for fire exits and no windows (including Fixed Windows, if any) shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

11. Not to erect structures etc. on the roof of the Residential Unit or the Parking Space

- (a) Subject to the rights of the First Owner herein provided, no Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof or garden forming part of his Residential Unit, any Parking Space or any other part thereof and the Manager shall have the right to demand to remove anything erected or placed on the roof, flat roof or garden of his Residential Unit, Parking Space or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
- (b) For the avoidance of doubt, (i) the Owner(s) of the Commercial Accommodation may erect or place or cause or permit to be erected or placed any advertising sign or other structure on the external walls or any other parts within the Commercial Accommodation; (ii) FSI, its lessees, tenants, licensees and persons authorized by it and the Owners and occupiers for the time being of the Government Accommodation shall have the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit.

12. Not to affix any metal grille, shutter or gate at window, doors or entrance of Residential Unit

No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows (including Fixed Windows, if any) or door or doors or entrance or entrances of any part of his Residential 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 (i) comply strictly in accordance with such guidelines and/or specifications that may from time to time be issued by the Manager or (ii) prior to the installation thereof, first be submitted to the Manager for his approval in writing and subject to having obtained the relevant competent authority's approval (if required), and the subsequent installation shall follow strictly in accordance with the said guidelines and/or specifications and/or the approved design and any conditions that may be imposed.

13. Not to display advertising sign from Unit

- (a) No Owner (other than the Owners of the Commercial Accommodation and FSI) shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or

to be displayed from any Unit any advertising or other sign of any description (except a small name plate outside the entrance door or gate of a Residential Unit giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

- (b) For the avoidance of doubt, (i) the Owner of the Commercial Accommodation may erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed any advertising or other sign of any description on the shop front fascia or any other parts within the Commercial Accommodation; (ii) FSI, its lessees, tenants, licensees and persons authorized by it and the Owners and occupiers for the time being of the Government Accommodation shall have the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit.

14. Not to store dangerous goods, etc. in Residential Unit

No Owner shall store or permit to be stored in any Residential 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.

15. Not to store goods in Residential Unit

No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.

16. Not to interfere with communal television and radio aerial system, etc. provided in the Development

No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, satellite and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or flat-roofs or external surfaces provided in the Development as part of the Common Areas and Facilities.

17. Not to install private aerial system, etc. and air-conditioning without Manager's consent

- (a) No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Development except with the written consent of the Manager.

- (b) No air-conditioning or other units shall without the prior written consent of the Manager be installed or placed through any window (including Fixed Windows, if any) or external wall of the Development other than at places designated for the installation or placing of air-conditioning or ventilation unit or plant and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Development in good repair and condition.

18. Not to install external signs, etc. outside the exterior of Residential Units

No Owner of any Residential Unit shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, pins, anchors or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Residential Unit or at the balcony or utility platform of his Residential Unit or underneath the cover of the balcony or utility platform of his Residential Unit or any part of the Development or be projected from the Development or any part thereof except with the written consent of the Manager who may in its discretion impose conditions to the consent.

19. Not to hang washing upon flat roofs, gardens, etc. of the Development

No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roof, external wall, balcony, utility platform of the Residential Unit or above the parapet wall or balustrade of balcony, utility platform and flat roof of the Residential Unit.

20. Not to use the balcony, utility platform, flat roof etc. of Residential Unit, Parking Space or the Development for certain purposes

- (a) No Owner (excluding FSI) shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) and subject to having obtained the relevant competent authority's approval (if required) erect or build or suffer to be erected or built on or upon the roof, flat roof, garden, balcony, utility platform or external walls forming part of his Residential Unit, Parking Space, or the Development any structure whatsoever either of a permanent or temporary nature.
- (b) No Owner shall cook or barbeque at the balcony, utility platform and flat roof of the Residential Unit if, (i) in the opinion of the Manager, the cooking or barbequing is causing a nuisance or disturbance to other Owners or occupiers of the Development or (ii) if the same has been the cause of reasonable written complaint of at least two (2) other Owners or occupiers of the Development.
- (c) For the avoidance of doubt, (i) the Owner(s) of the Commercial Accommodation may erect or build or suffer to be erected or built on or upon the external walls or any other parts within the Commercial Accommodation any structure whatsoever either of a permanent or temporary nature; (ii) FSI, its lessees, tenants, licensees and persons authorized by it and the Owners and occupiers for the time being of the Government Accommodation shall have the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural element of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit.

21. Not to clog the drainage system

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

22. Not to misuse water closets

Not to use water closets and other water apparatus in the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused.

23. No excessive noise

No Owner shall make or cause or permit any disturbing noise in his part of the Development or do or cause or permit anything to be done which will interfere with the rights, comforts and convenience of other Owners or occupants of the Development.

24. No playing of mahjong between 11:00 p.m. and 7 a.m.

No Owner shall permit the playing of mahjong in his part of the Development between 11:00 p.m. and 7 a.m. so as to cause disturbance to the Owners or occupiers of any other part of the Development.

25. Pets

No dogs, cats, birds or animals or fowls shall be kept or harboured in any part of the Development (other than the Commercial Accommodation) if, (i) in the opinion of the Manager, such dog, cat, bird or animal

or fowl is causing a nuisance or disturbance to other Owners or occupiers of the Development or (ii) if the same has been the cause of reasonable written complaint of at least two (2) other Owners or occupiers of the Development. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash and not more than two (2) dogs shall be kept in any one Unit.

26. Supervision of children

Not to allow children to play in the Common Areas and Facilities (except such parts of the Recreational Areas and Facilities designed for children) and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.

27. Not to alter the facade or external appearance of the Development

(a) No Owner shall paint or alter the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Development (including any part owned by him) without the prior consent in writing of the Manager.

(b) Save and except that the Owner(s) of the Commercial Accommodation may paint or alter the outside of the Commercial Accommodation owned by him, or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Commercial Accommodation owned by him without the prior consent in writing of the Manager.

28. Not to discard refuse, etc.

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

29. Not to allow articles to obstruct Common Areas and Facilities

No Owner shall allow bicycles, baby carriages or similar vehicles or articles to obstruct any Common Areas and Facilities.

30. Not to contravene the Air Pollution Control Ordinance

No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.

31. Not to contravene the Fire Services Ordinance

No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit PROVIDED THAT the contractor engaged by FSI as the Owner of the Government Accommodation to carry out works under this Clause in respect of the Government Accommodation shall not be subject to appointment or approval or nomination by the Manager.

32. Not to perform installation or repair works to the electrical wiring

No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner

and in such manner as the Manager shall in its absolute discretion think fit PROVIDED THAT the contractor engaged by FSI as the Owner of the Government Accommodation to carry out works under this Clause in respect of the Government Accommodation shall not be subject to appointment or approval or nomination by the Manager.

33. Floor loading

No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) 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 Development or any fixtures and fittings therein.

34. Not to cut trees and use of the Greenery Areas

- (a) No Owner shall interfere with, damage or cut any tree growing on the Land or adjacent thereto and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests, visitors or invitees.
- (b) No Owner shall use the Greenery Areas constructed in accordance with the Building Plans for any other purposes without the prior consent of the Building Authority.

35. Maintenance of Slopes and Retaining Walls

- (a) The Owners (excluding FSI) shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual.
- (b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls. For the purpose of this sub-clause, the reference to "**the Manager**" includes the Owners' Corporation, if formed.
- (c) All Owners (excluding FSI) shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners (excluding FSI) if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners (excluding FSI).
- (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

36. To pay Government rent

Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the management expenditure pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of such part of the Development of which he is the Owner and to indemnify the other Owners from and against all liability thereof.

37. To keep garden of Residential Unit clean

Every Owner shall keep the garden forming part of his Residential Unit in good, clean and tidy state and condition.

38. To observe the Government Grant, etc.

Every Owner (including the First Owner) shall covenant with each other to observe and comply with all terms and provisions of the Government Grant and this Deed so long as he remains an Owner of an Undivided Share of the Development.

39. Not to enclose the Non-enclosed Areas

- (a) The Non-enclosed Areas shall only be used as balconies or utility platforms (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units for which they are provided and form parts.
- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way.
- (c) The Non-enclosed Areas shall not be enclosed above safe parapet height other than as under the Building Plans.
- (d) No Owner shall place any furniture or equipment at the Non-enclosed Areas the height of which exceeds the safe parapet height.
- (e) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants, including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants at the cost of the defaulting Owner. The Manager shall recover from the defaulting Owner and the defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

40. To observe all ordinances, bye-laws, etc.

Every Owner shall comply with and observe all ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong governing the control of any form of pollution, including air, noise, water and waste pollution, and for the protection of the environment.

41. Not to interfere with the operation of the gondola

No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the garden, flat roof and/or roof or the parapet walls of the garden, flat roof and/or roof pertaining to its Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.

42. Owner of Residential Unit with open kitchen to observe the Fire Safety Management Plan

The Owner(s) of the relevant Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management

Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.

43. Repair and Maintenance of Party Wall

- (a) The Owner of a Residential Unit has the right to use the surface of the Party Wall abutting his Unit.
- (b) A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Residential Units which the Party Wall separates.

44. Repair and Maintenance of Noise Mitigation Measures

No Owner shall make or permit or suffer to be made any alteration or conversion or modification of the Noise Mitigation Measures forming part of his Residential Unit. The Owners of those Residential Units with Noise Mitigation Measures forming part of their Residential Units shall at their own cost and expense repair and maintain the Noise Mitigation Measures forming part of their Residential Units to the satisfaction of the Director of Lands and shall be responsible for the control, operation, financial support and maintenance for the Noise Mitigation Measures forming part of their Residential Units.

45. No alteration to the Maintenance Windows

No Owner shall make or permit or suffer to be made any alteration or modification to the Maintenance Windows or open the Maintenance Windows. The Maintenance Windows have key locks and shall only be opened for maintenance access by the Owners of the relevant Residential Units only including but not limited to cleaning of Maintenance Windows and not for ventilation purpose.

46. Not to alter the Non-Common EV Facilities

No Owner (excluding FSI) shall alter, interfere with, remove or replace or permit or suffer to be altered, interfered with, removed or replaced the Non-Common EV Facilities or any part thereof without the prior approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice PROVIDED THAT the Manager shall not charge an Owner any fee other than a reasonable administrative fee as consideration for granting and processing such approval (which approval shall not be unreasonably withheld) required from the Manager and such fee shall be credited into the relevant part of the Special Fund. For the avoidance of doubt, this Clause has no application on a Non-Common EV Facility serving Government Accommodation (Parking Space).

47. No grave or columbarium

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

THE FOURTH SCHEDULE

Works and Installations

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) Slopes and Retaining Walls;
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window installations; and
- (l) other major items (e.g. central air-conditioning and ventilation system, escalators etc.)

THE FIFTH SCHEDULE

Fire Safety Management Plan

1. An Owner of Residential Unit with open kitchen (the "**Relevant Owner**") shall be responsible for maintenance and annual inspection of the fire service installations for open kitchen within his Residential Unit.
2. The Relevant Owner shall not:-
 - (a) remove or obstruct any smoke detectors provided inside the open kitchen area of his Residential Unit and at the common lobby outside his Residential Unit;
 - (b) remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of his Residential Unit; and
 - (c) remove the Kitchen Wall of his Residential Unit.
3. The Relevant Owner shall keep and maintain the fire service installations inside the Residential Unit in good condition at his own costs and expenses.
4. The Manager may enter with or without the registered fire services installation contractor(s), workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) and with the Relevant Owners' consent (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the Relevant Owner) regular and annual inspection and/or certification of the fire service installations for open kitchen PROVIDED THAT the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, contractors, workmen and others.
5. The Owners of the Residential Units with open kitchen shall comply and observe the guidelines or directions to be issued or given by the Manager from time to time on the maintenance, testing and commissioning of the fire service installations to facilitate execution of the related conditions or requirements.
6. The Manager will provide a list of registered fire services installation contractors to the relevant Owners of the Residential Unit with open kitchen for selection, so that the relevant Owners can carry out the yearly maintenance, inspection, maintenance and repair of addressable smoke detectors and automatic sprinkler system provided inside the Residential Units and other fire safety provisions (at the cost and expense of the relevant Owners), and can submit the maintenance certificate renewal (Form 251) to the Fire Services Department as per requirements (at the cost and expense of the relevant Owners).
7. In the event that the Relevant Owner parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out in this FIFTH SCHEDULE, and make it a condition in the relevant agreement (if any).
8. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire service installations for open kitchen shall be borne by the Relevant Owners on demand.

THE SIXTH SCHEDULE

Noise Mitigation Measures

Part A

The following Noise Mitigation Measures (if any) form part of the Residential Common Areas and Facilities:-

- (a) VERTICAL FIN (shown and marked "VF" and coloured yellow solid hatched yellow on the DMC Plans)
- (b) SOUND ABSORPTIVE MATERIAL (shown and coloured yellow hatched zigzag black on the DMC Plans); and
- (c) SOLID WALL (shown and coloured yellow hatched black on the DMC Plans).

Part B

The following Noise Mitigation Measures (if any) form part of the Residential Units :-

- (a) FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (shown by pink dotted line on the DMC Plans);
- (b) AUTO-CLOSE DOOR (shown by violet dotted line on the DMC Plans);
- (c) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE) (shown and marked "CAW(BT)" on the DMC Plans);
- (d) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE) (shown and marked "CAB(BT)" on the DMC Plans);
- (e) ACOUSTIC SLIDING PANEL WITH ENHANCEMENTS (shown and marked "ASP WITH ENHANCEMENTS" on the DMC Plans);
- (f) VERTICAL FIN (shown and marked "VF" and coloured solid hatched black on the DMC Plans); and
- (g) SOUND ABSORPTIVE MATERIAL (shown and coloured hatched zigzag black on the DMC Plans).

The First Owner

EXECUTED as a deed and **SEALED** with the)
Common Seal of the **First Owner** in accordance)
with the articles of association and **SIGNED** by)
)
)
)
)
)
director(s)/person(s) duly authorised by a board)
resolution of its directors whose signature(s) is/are)
verified by:-)

The First Assignee

[Where the First Assignee is an individual(s)]

SIGNED, SEALED and DELIVERED by the)
First Assignee (Holder(s) of [] in the)
presence of:-)

INTERPRETED to the First Assignee by:-

[OR where the First Assignee adopts common seal]

EXECUTED as a deed and **SEALED** with the)
Common Seal of the **First Assignee** in)
accordance with the articles of association and)
SIGNED by)
)
)
)
)
director(s)/person(s) duly authorised by a board)
resolution of its directors [in the presence of /)
whose signature(s) is/are verified by):-)

[OR where the First Assignee does not adopt common seal]

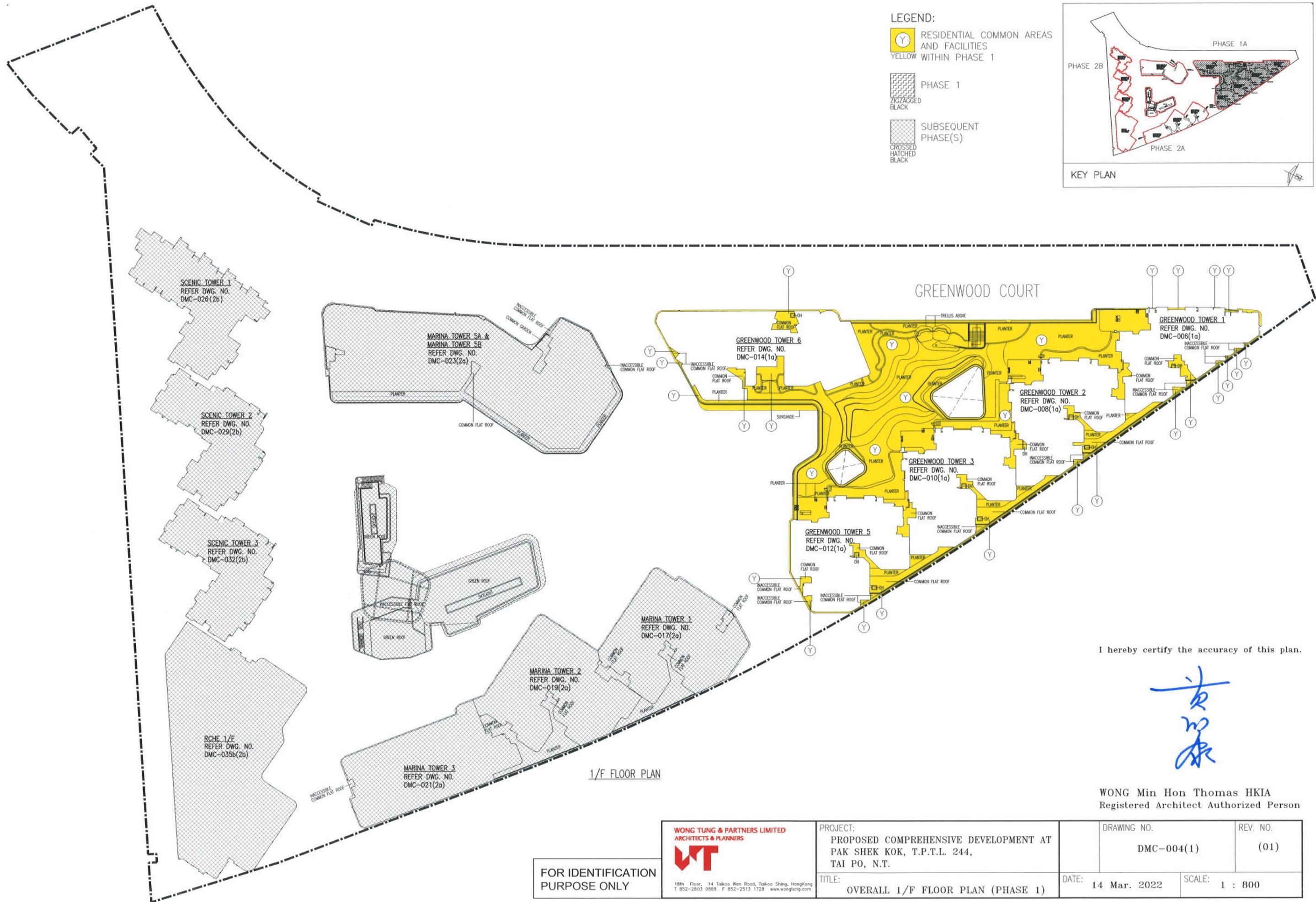
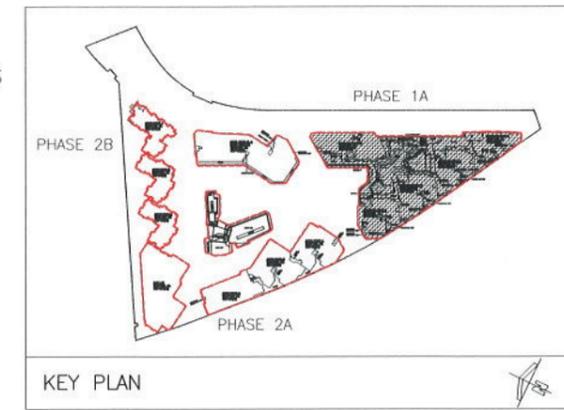
SIGNED as a deed by)
)
)
)
director(s)/person(s) duly authorized for and on)
behalf of the **First Assignee** in the presence of:-)

The DMC Manager

EXECUTED as a deed and **SEALED** with the)
Common Seal of the **DMC Manager** in)
accordance with the articles of association and)
SIGNED by)
)
)
)
director(s)/person(s) duly authorised by a board)
resolution of its directors whose signature(s) is/are)
verified by :-)

LEGEND:

-  RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
-  PHASE 1
-  SUBSEQUENT PHASE(S)



I hereby certify the accuracy of this plan.

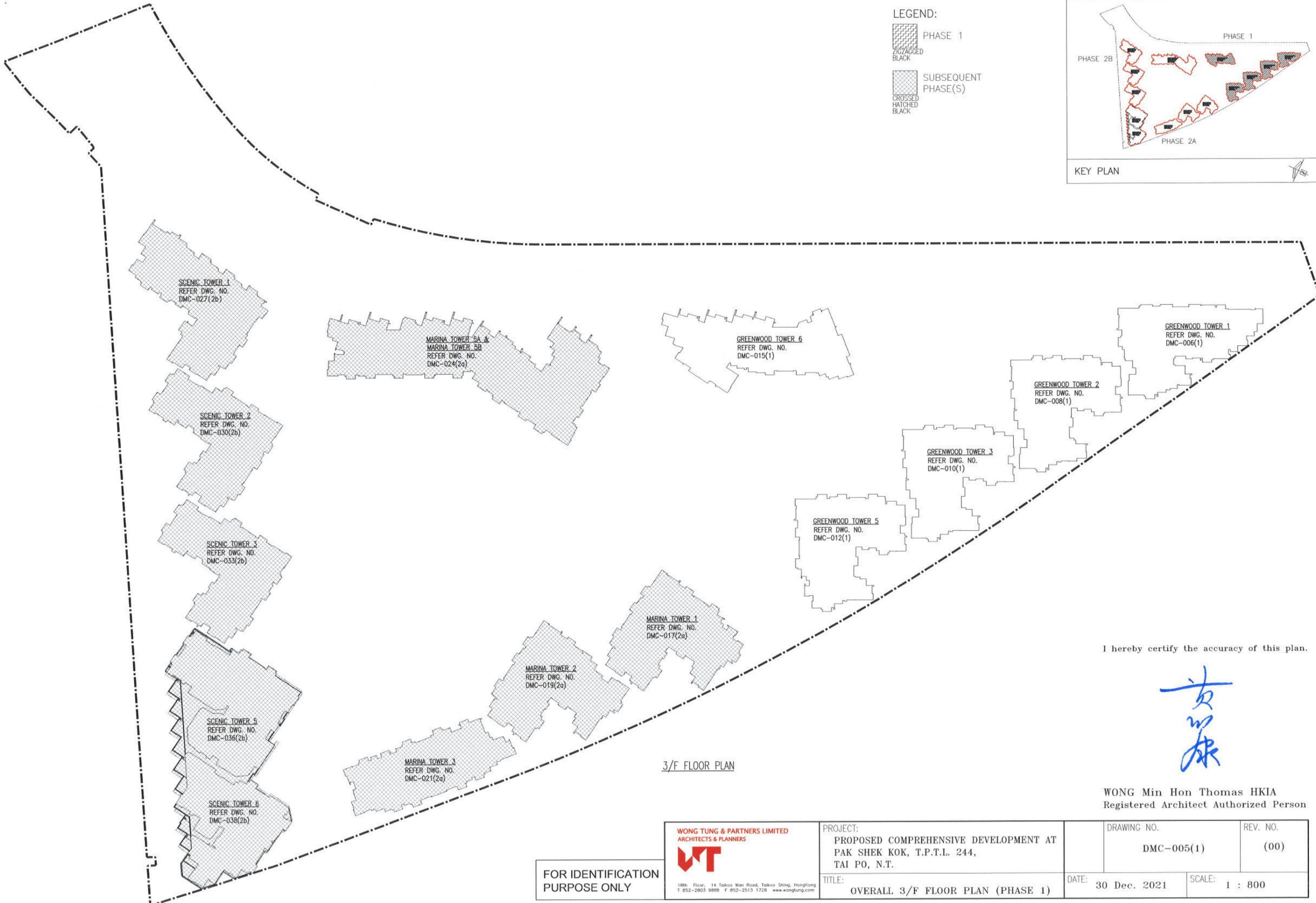
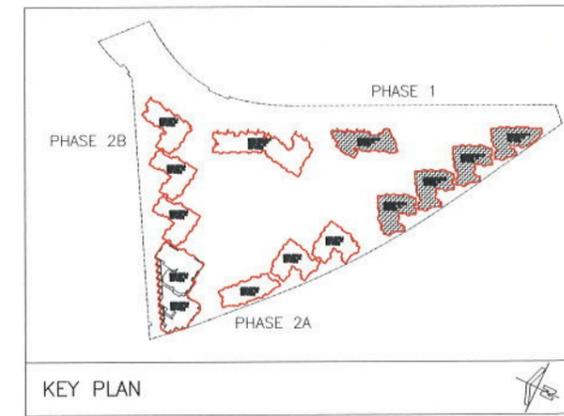
WONG Min Hon Thomas HKIA
Registered Architect Authorized Person

FOR IDENTIFICATION
PURPOSE ONLY

 WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Takoo Wan Road, Takoo Shing, HongKong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DRAWING NO. DMC-004(1)	REV. NO. (01)
	TITLE: OVERALL 1/F FLOOR PLAN (PHASE 1)	DATE: 14 Mar. 2022	SCALE: 1 : 800

LEGEND:

-  PHASE 1
-  SUBSEQUENT PHASE(S)



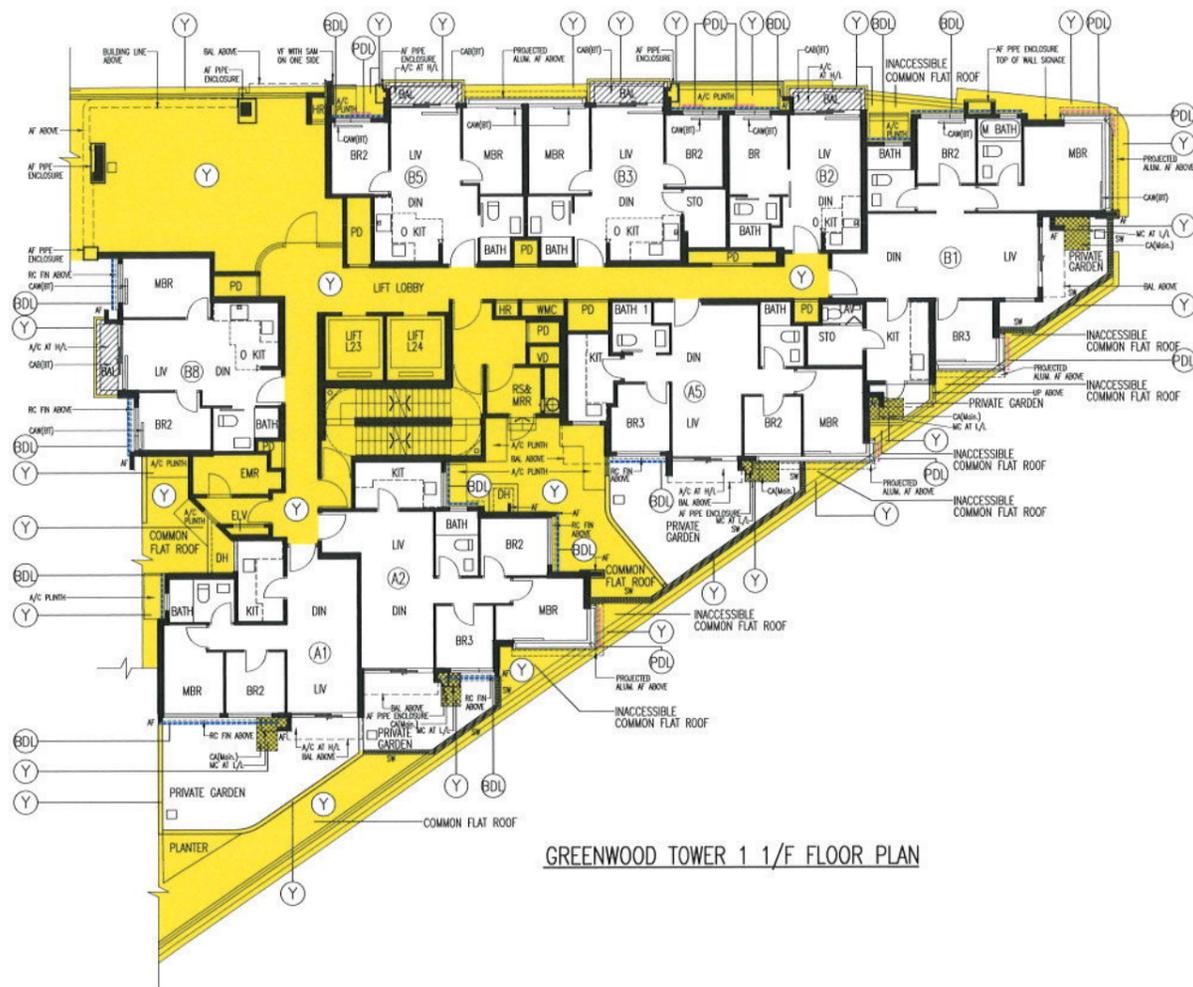
3/F FLOOR PLAN

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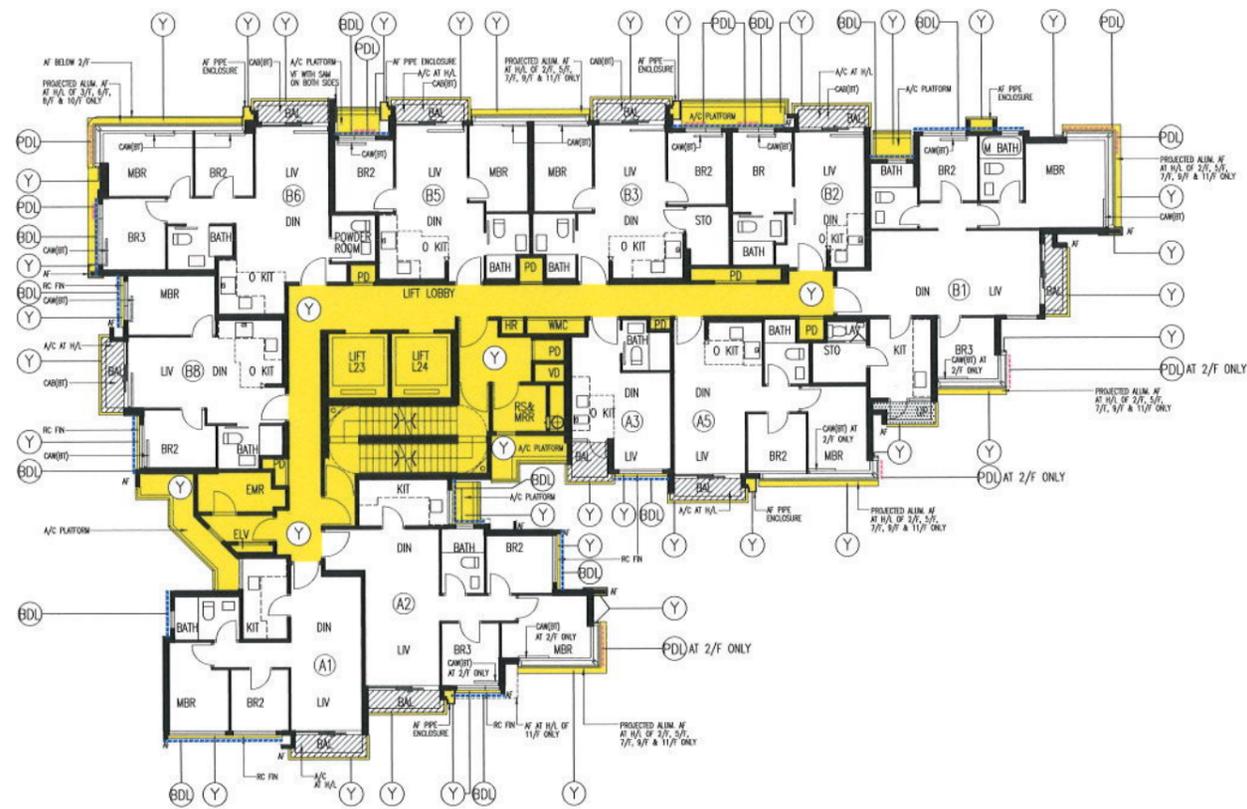
WONG Min Hon Thomas HKIA
Registered Architect Authorized Person

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	TITLE: OVERALL 3/F FLOOR PLAN (PHASE 1)	DATE: 30 Dec. 2021	SCALE: 1 : 800



GREENWOOD TOWER 1 1/F FLOOR PLAN



GREENWOOD TOWER 1 2/F-11/F FLOOR PLAN
(4/F OMITTED)

LEGEND:

- RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
- BALCONY
- UTILITY PLATFORMS
- CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)
- CAB(BT) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE)
- SW: SOLID WALL
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
- FRR FULL HEIGHT WALL
- FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)
- SAM: SOUND ABSORPTIVE MATERIAL
- VF: VERTICAL FIN

CA(Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.

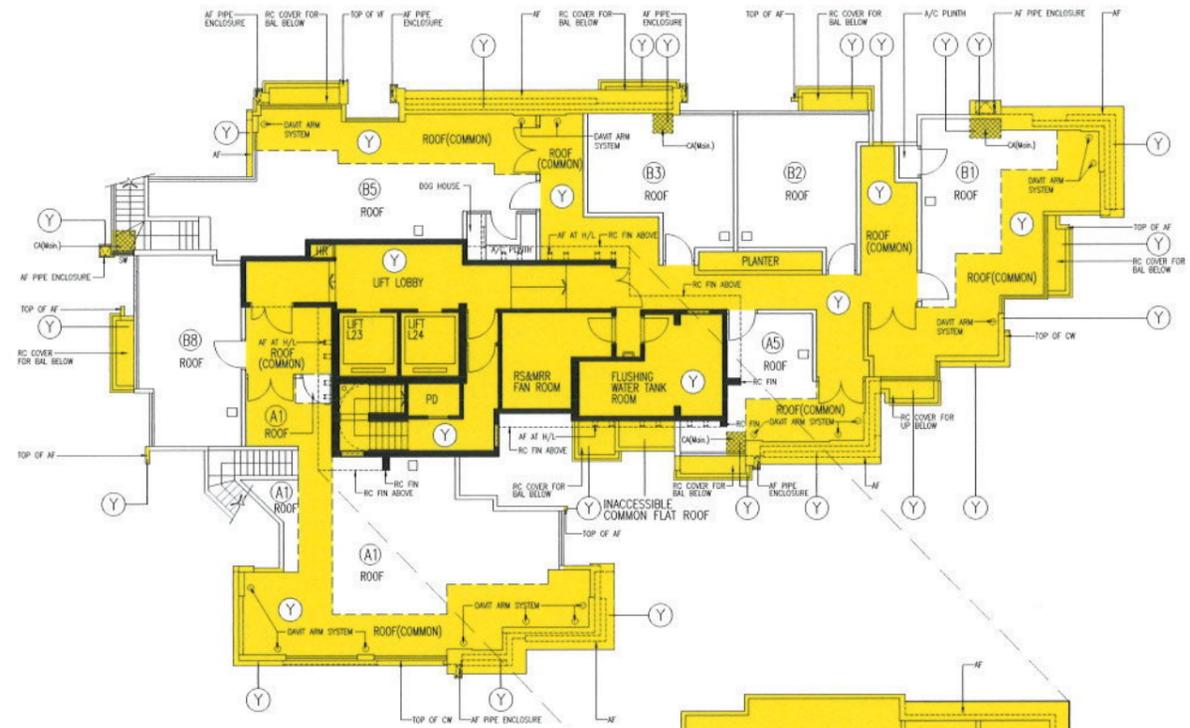
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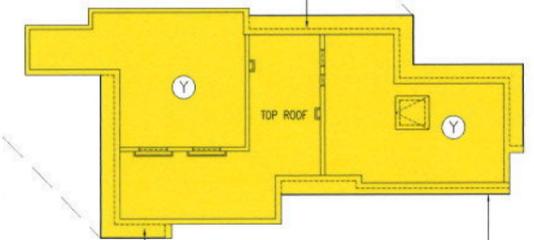
<p>WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS</p> <p>18th Floor, 14 Takoo Wan Road, Takoo Shing, HongKong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</p>	<p>PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.</p>	<p>DRAWING NO. DMC-006(1)</p>	<p>REV. NO. (01)</p>
	<p>TITLE: GREENWOOD TOWER 1 1/F-11/F FLOOR PLAN (PHASE 1)</p>	<p>DATE: 13 April 2022</p>	<p>SCALE: 1 : 250</p>



GREENWOOD TOWER 1 12/F FLOOR PLAN



GREENWOOD TOWER 1 ROOF FLOOR PLAN



GREENWOOD TOWER 1 TOP ROOF FLOOR PLAN

LEGEND:

- Y RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
- BAL BALCONY
- UP UTILITY PLATFORMS
- CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)
- CAB(BT) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE)
- CA(Main.): Common Area (Maintenance)
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
- BDL FRR FULL HEIGHT WALL
- PDL FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)
- AD: AUTO-CLOSE DOOR (VIOLET DOTTED LINE)
- VDL SAM: SOUND ABSORPTIVE MATERIAL
- / HATCHED ZIGZAG BLACK VF: VERTICAL FIN
- SOLID HATCHED BLACK

I hereby certify the accuracy of this plan.

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ARCHITECTS & PLANNERS



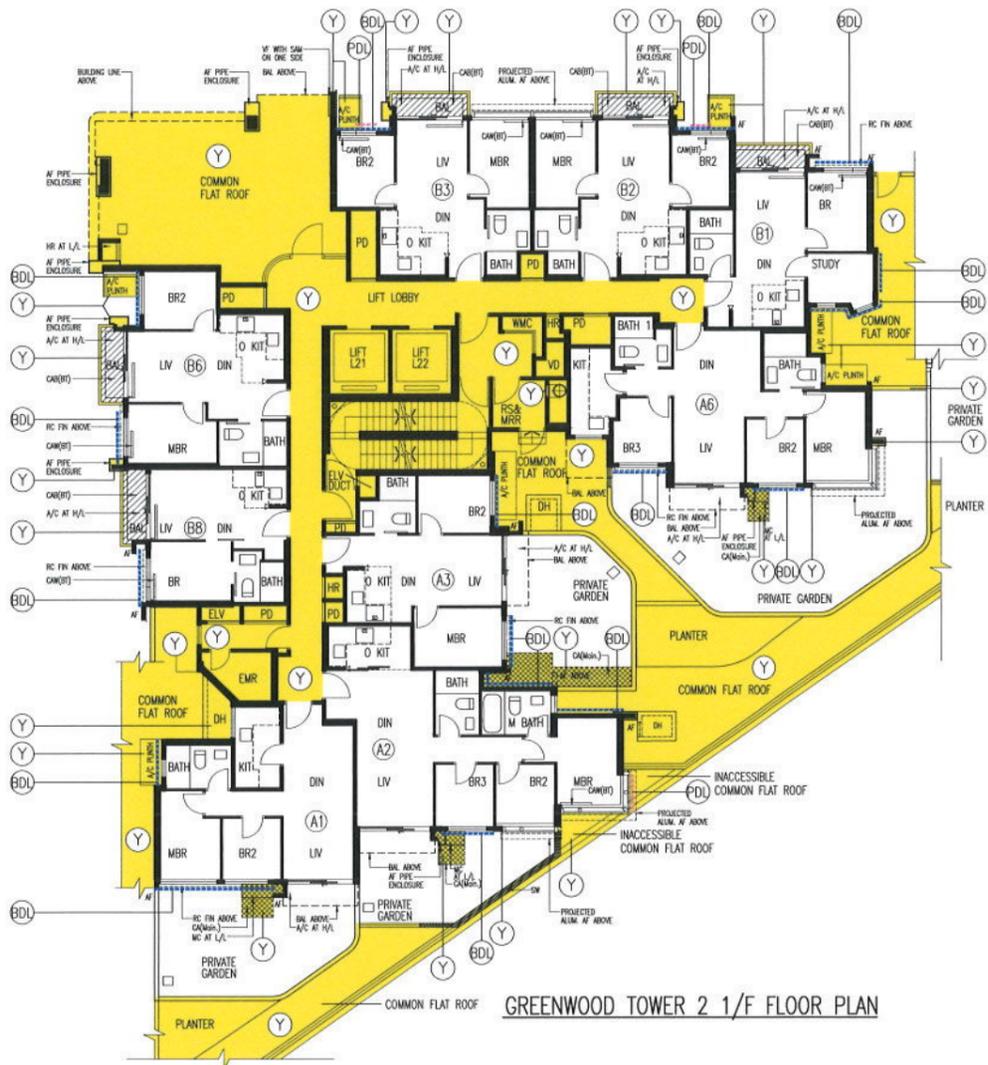
18th Floor, 14 Tai Koo Wan Road, Tai Koo Shing, Hong Kong
T: 852-2803 9888 F: 852-2513 1728 www.wongtung.com

PROJECT:
PROPOSED COMPREHENSIVE DEVELOPMENT AT
PAK SHEK KOK, T.P.T.L. 244,
TAI PO, N.T.

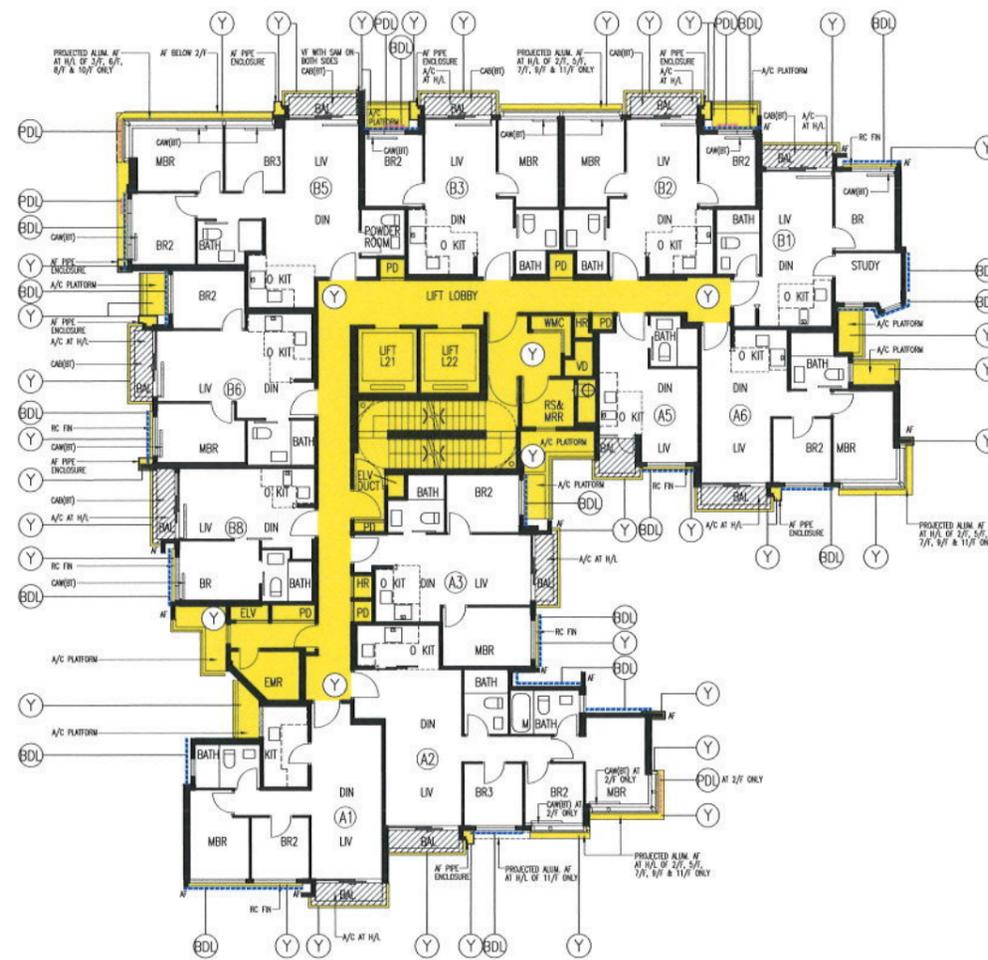
TITLE: GREENWOOD TOWER 1 12/F
AND ROOF FLOOR PLAN (PHASE 1)

DRAWING NO. DMC-007(1)	REV. NO. (02)
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DATE: 29 April 2022	SCALE: 1 : 250
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GREENWOOD TOWER 2 1/F FLOOR PLAN



GREENWOOD TOWER 2 2/F-11/F FLOOR PLAN
(4/F OMITTED)

LEGEND:

- RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
- BALCONY
- HATCHED BLACK
- CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)
- CAB(BT) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE)
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
- BDL (BLUE DOTTED LINE)
- FRR FULL HEIGHT WALL
- FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)
- SW: SOLID WALL
- YELLOW HATCHED BLACK
- HATCHED ZIGZAG BLACK
- SAM: SOUND ABSORPTIVE MATERIAL
- VF: VERTICAL FIN
- SOLID HATCHED BLACK
- CA(Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.

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Registered Architect Authorized Person

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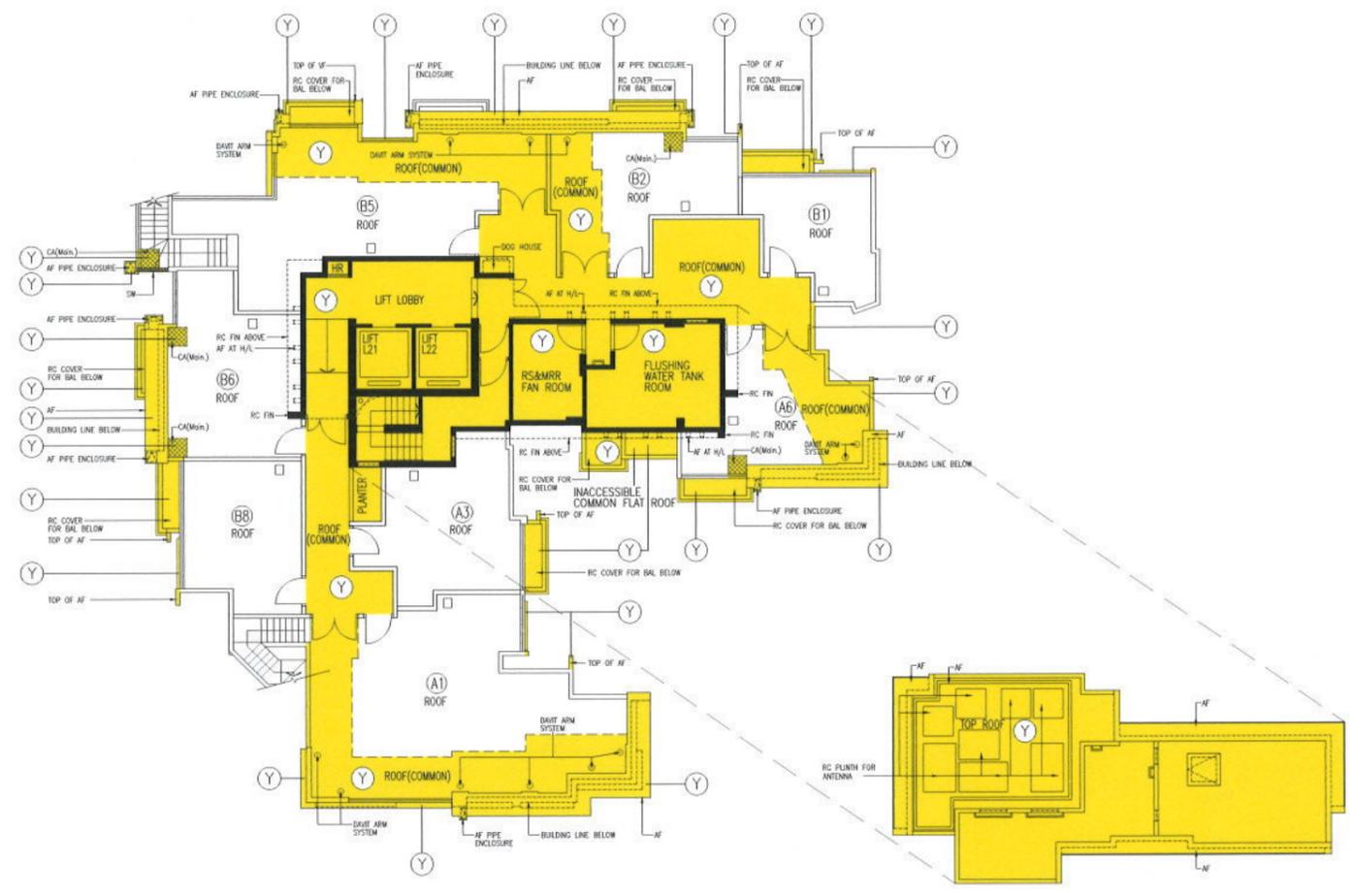
PROJECT:
PROPOSED COMPREHENSIVE DEVELOPMENT AT
PAK SHEK KOK, T.P.T.L. 244,
TAI PO, N.T.

TITLE: GREENWOOD TOWER 2
1/F-11/F FLOOR PLAN (PHASE 1)

DRAWING NO. DMC-008(1)	REV. NO. (01)
DATE: 13 April 2022	SCALE: 1 : 250



GREENWOOD TOWER 2 12/F FLOOR PLAN



GREENWOOD TOWER 2 TOP ROOF FLOOR PLAN

GREENWOOD TOWER 2 ROOF FLOOR PLAN

LEGEND:

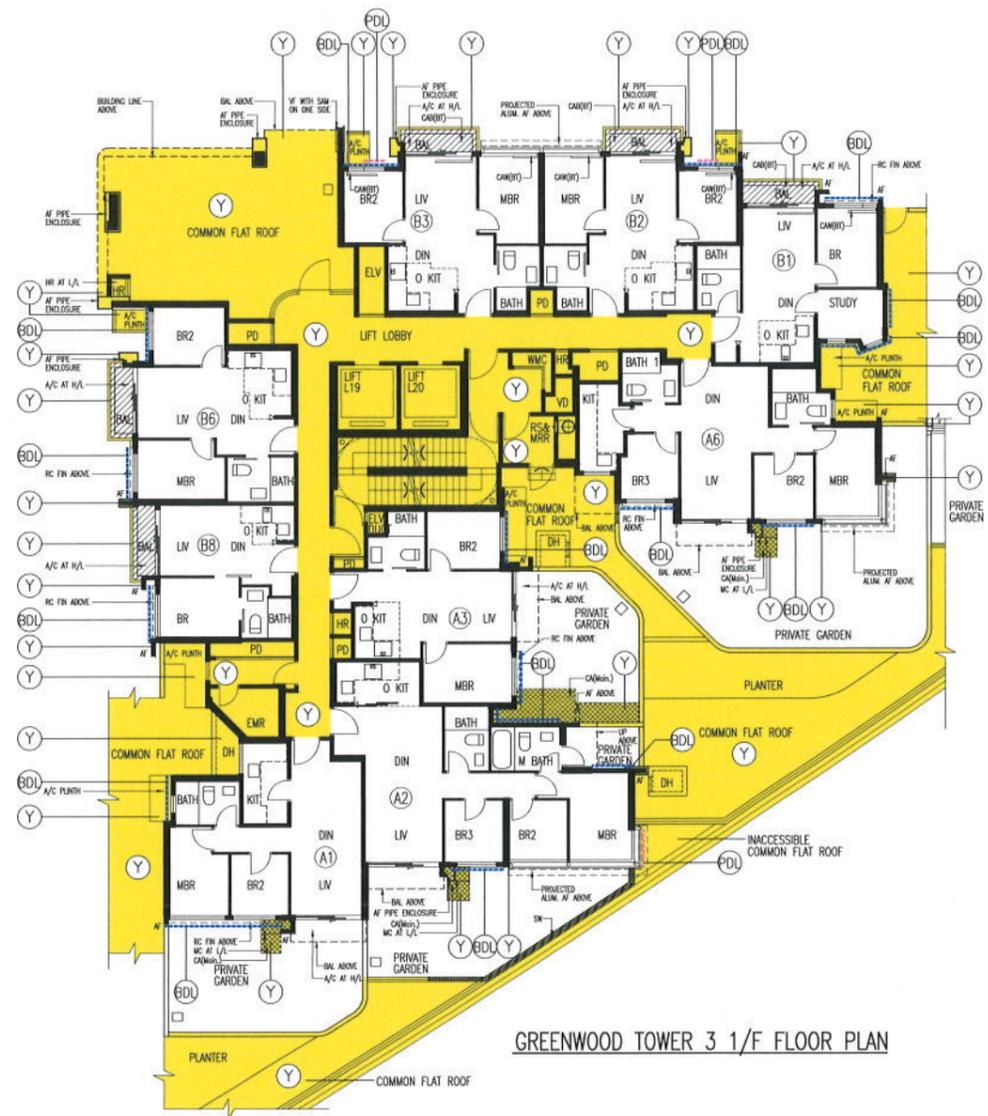
- Y RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
- BAL BALCONY
- CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)
- CAB(BT) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE)
- CA(Main.): Common Area (Maintenance)
- AD: AUTO-CLOSE DOOR (VIOLET DOTTED LINE)
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
- FRR FULL HEIGHT WALL
- FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)
- SW: SOLID WALL
- SAM: SOUND ABSORPTIVE MATERIAL
- VF: VERTICAL FIN

I hereby certify the accuracy of this plan.

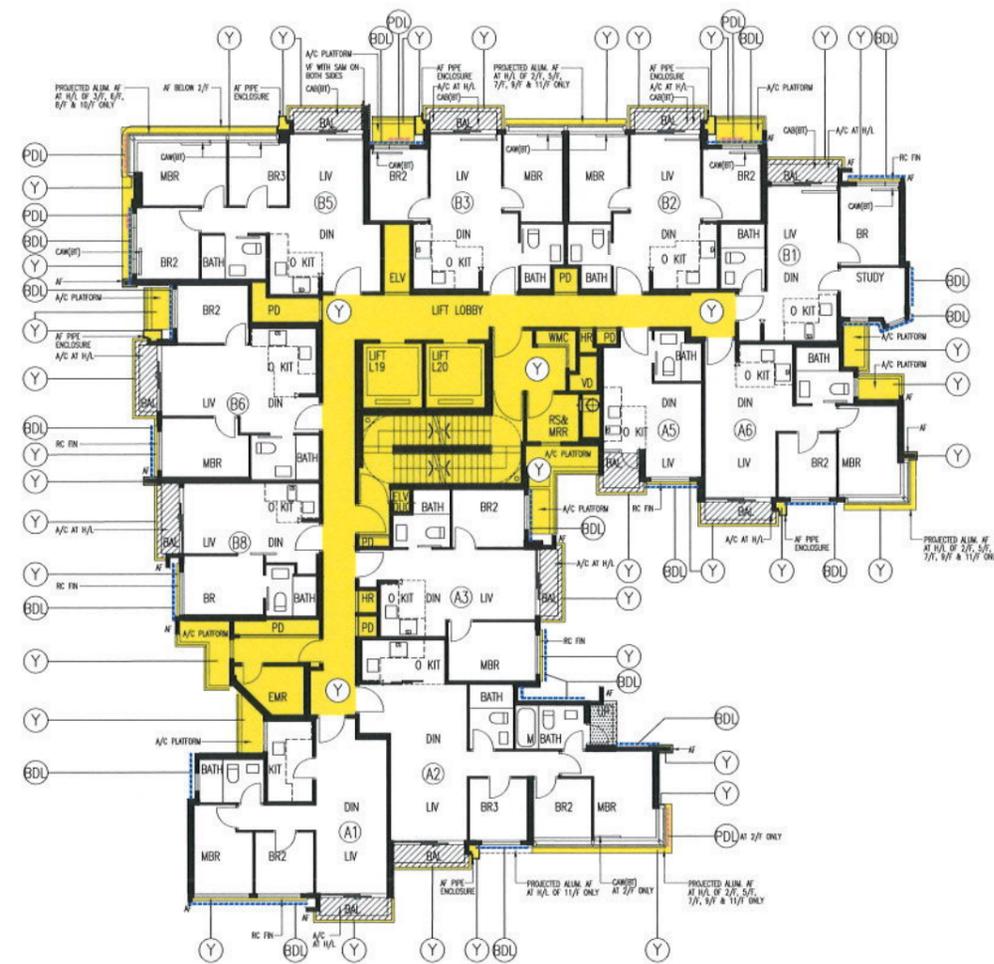
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Registered Architect Authorized Person

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	TITLE: GREENWOOD TOWER 2 12/F AND ROOF FLOOR PLAN (PHASE 1)	DATE: 29 April 2022	SCALE: 1 : 250



GREENWOOD TOWER 3 1/F FLOOR PLAN



GREENWOOD TOWER 3 2/F-11/F FLOOR PLAN
(4/F OMITTED)

- LEGEND:**
- Y RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
 - YELLOW
 - BAL BALCONY
 - HATCHED BLACK
 - UP UTILITY PLATFORMS
 - STIPPLED BLACK
 - CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)
 - CAB(BT) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE)
 - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
 - BDL FRR FULL HEIGHT WALL
 - ▽
 - FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)
 - PDL
 - SW SW: SOLID WALL
 - YELLOW HATCHED BLACK
 - SAM SAM: SOUND ABSORPTIVE MATERIAL
 - YELLOW HATCHED ZIGZAG BLACK / HATCHED ZIGZAG BLACK
 - VF VF: VERTICAL FIN
 - SOLID HATCHED BLACK
 - CA(Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.

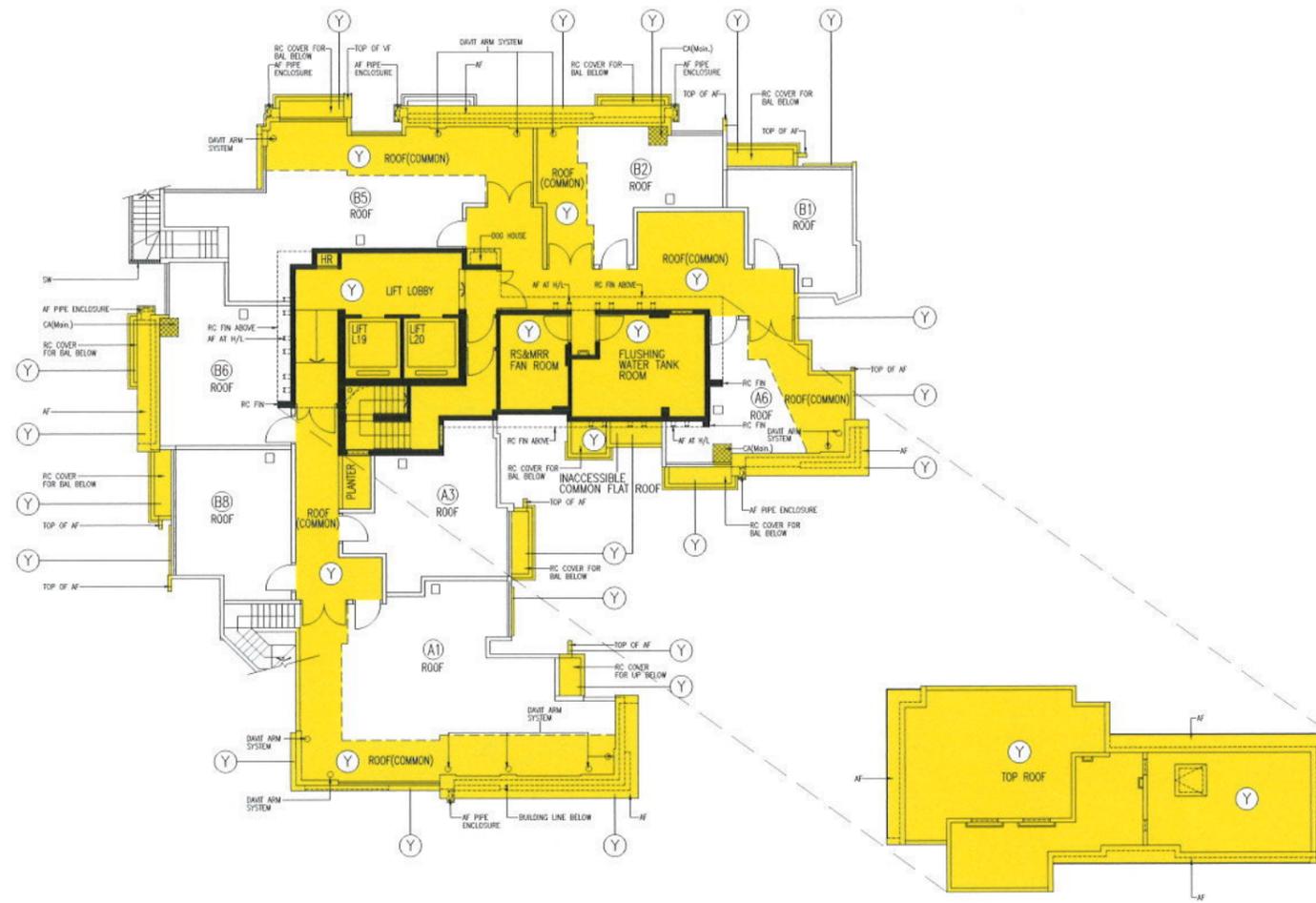
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WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Takoo Wan Road, Takoo Shing, HongKong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DRAWING NO. DMC-010(1)	REV. NO. (01)
	TITLE: GREENWOOD TOWER 3 1/F-11/F FLOOR PLAN (PHASE 1)	DATE: 13 April 2022	SCALE: 1 : 250



GREENWOOD TOWER 3 12/F FLOOR PLAN



GREENWOOD TOWER 3 ROOF FLOOR PLAN

GREENWOOD TOWER 3 TOP ROOF FLOOR PLAN

LEGEND:

- RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
- BALCONY
- UTILITY PLATFORMS
- CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)
- CAB(BT) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE)
- CA(Main.): Common Area (Maintenance)
- AD: AUTO-CLOSE DOOR
- (VIOLET DOTTED LINE)
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
- FRR FULL HEIGHT WALL
- FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)
- SW: SOLID WALL
- SAM: SOUND ABSORPTIVE MATERIAL
- VF: VERTICAL FIN

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA
Registered Architect Authorized Person

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PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



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T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:
PROPOSED COMPREHENSIVE DEVELOPMENT AT
PAK SHEK KOK, T.P.T.L. 244,
TAI PO, N.T.

TITLE: GREENWOOD TOWER 3 12/F
AND ROOF FLOOR PLAN (PHASE 1)

DRAWING NO.
DMC-011(1)

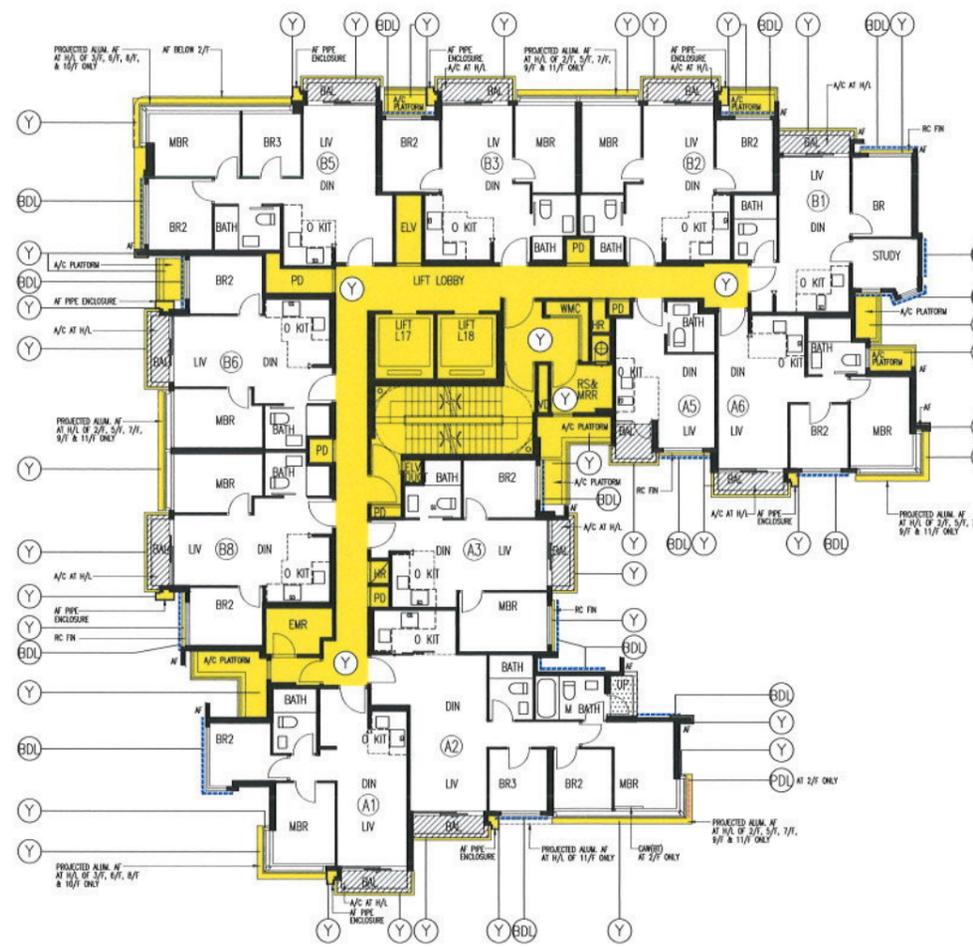
REV. NO.
(02)

DATE: 29 April 2022

SCALE: 1 : 250



GREENWOOD TOWER 5 1/F PLAN



GREENWOOD TOWER 5 2/F-11/F FLOOR PLAN
(4/F OMITTED)

- LEGEND:**
- RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
 - YELLOW
 - BALCONY
 - HATCHED BLACK
 - UTILITY PLATFORMS
 - STIPPED BLACK
 - CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)
 - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
 - ⊙ BDL BLUE DOTTED LINE
 - ▽ FRR FULL HEIGHT WALL
 - ⊙ PDL FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)
 - SW: SOLID WALL
 - YELLOW HATCHED BLACK
 - CA(Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.

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Registered Architect Authorized Person

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PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

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PROJECT:
PROPOSED COMPREHENSIVE DEVELOPMENT AT
PAK SHEK KOK, T.P.T.L. 244,
TAI PO, N.T.

TITLE: GREENWOOD TOWER 5
1/F-11/F FLOOR PLAN (PHASE 1)

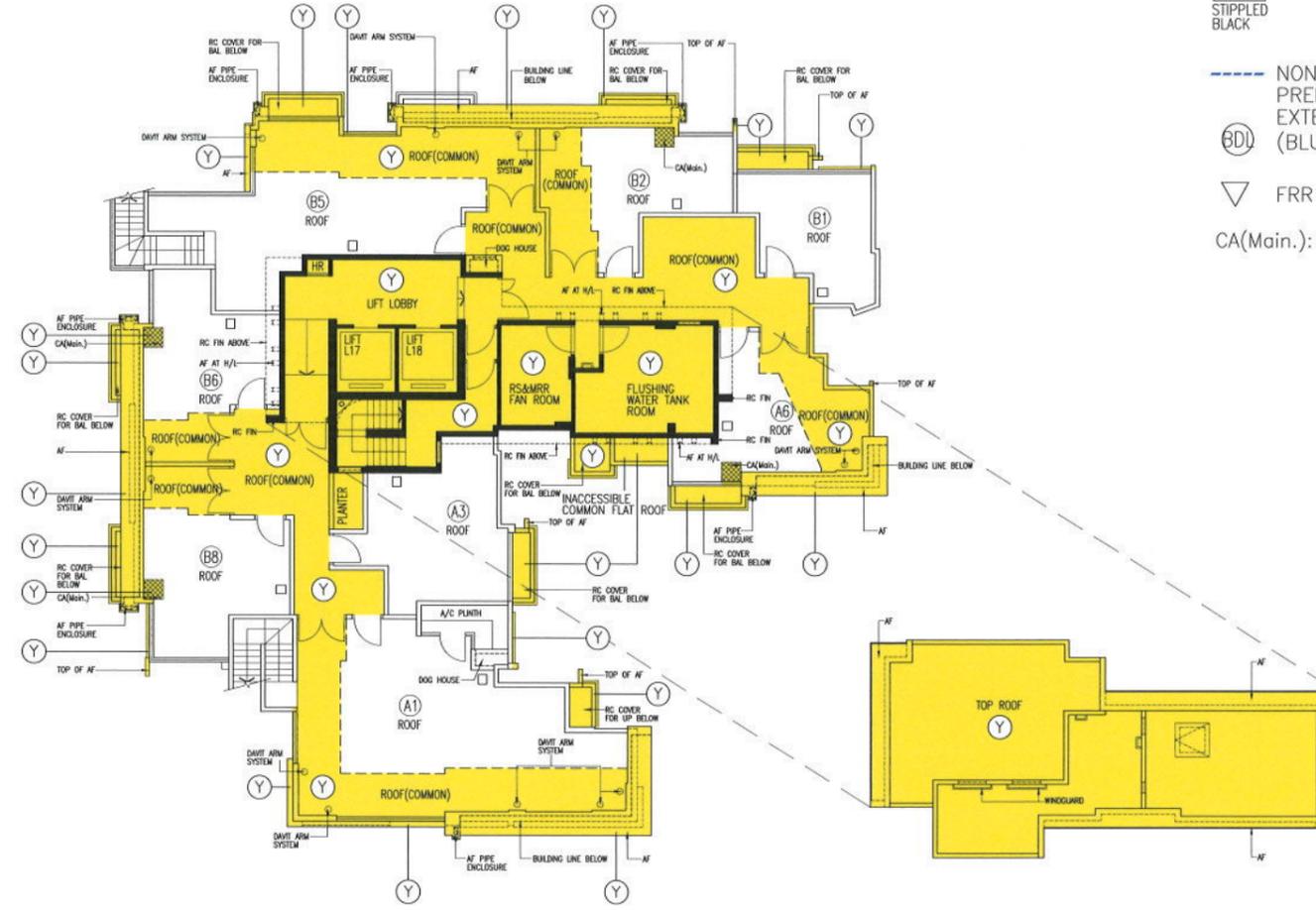
DRAWING NO. DMC-012(1)	REV. NO. (01)
DATE: 13 April 2022	SCALE: 1 : 250

LEGEND:

- Y RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
- BAL BALCONY
- HATCHED BLACK HATCHED BLACK
- UP UTILITY PLATFORMS
- STIPPLED BLACK STIPPLED BLACK
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
- ⊙ BDL EXTERNAL WALL (BLUE DOTTED LINE)
- ▽ FRR FULL HEIGHT WALL
- CA(Main.): Common Area (Maintenance)



GREENWOOD TOWER 5 12/F PLAN



GREENWOOD TOWER 5 ROOF FLOOR PLAN

GREENWOOD TOWER 5 TOP ROOF FLOOR PLAN

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	TITLE: GREENWOOD TOWER 5 12/F AND ROOF FLOOR PLAN (PHASE 1)	DATE: 13 April 2022	SCALE: 1 : 250



GREENWOOD TOWER 6 1/F FLOOR PLAN



GREENWOOD TOWER 6 2/F FLOOR PLAN

LEGEND:

- RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
- BALCONY
- UTILITY PLATFORMS
- ASP WITH ENHANCEMENTS : ACOUSTIC SLIDING PANEL WITH ENHANCEMENTS
- CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)
- CAB(BT) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE)
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
- BDL
- FRR FULL HEIGHT WALL
- PDL FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)
- SW: SOLID WALL
- SAM: SOUND ABSORPTIVE MATERIAL
- VF: VERTICAL FIN
- CA(Main.): Common Area (Maintenance)
- AD: AUTO-CLOSE DOOR (VIOLET DOTTED LINE)
-

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Registered Architect Authorized Person

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PURPOSE ONLY

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ARCHITECTS & PLANNERS



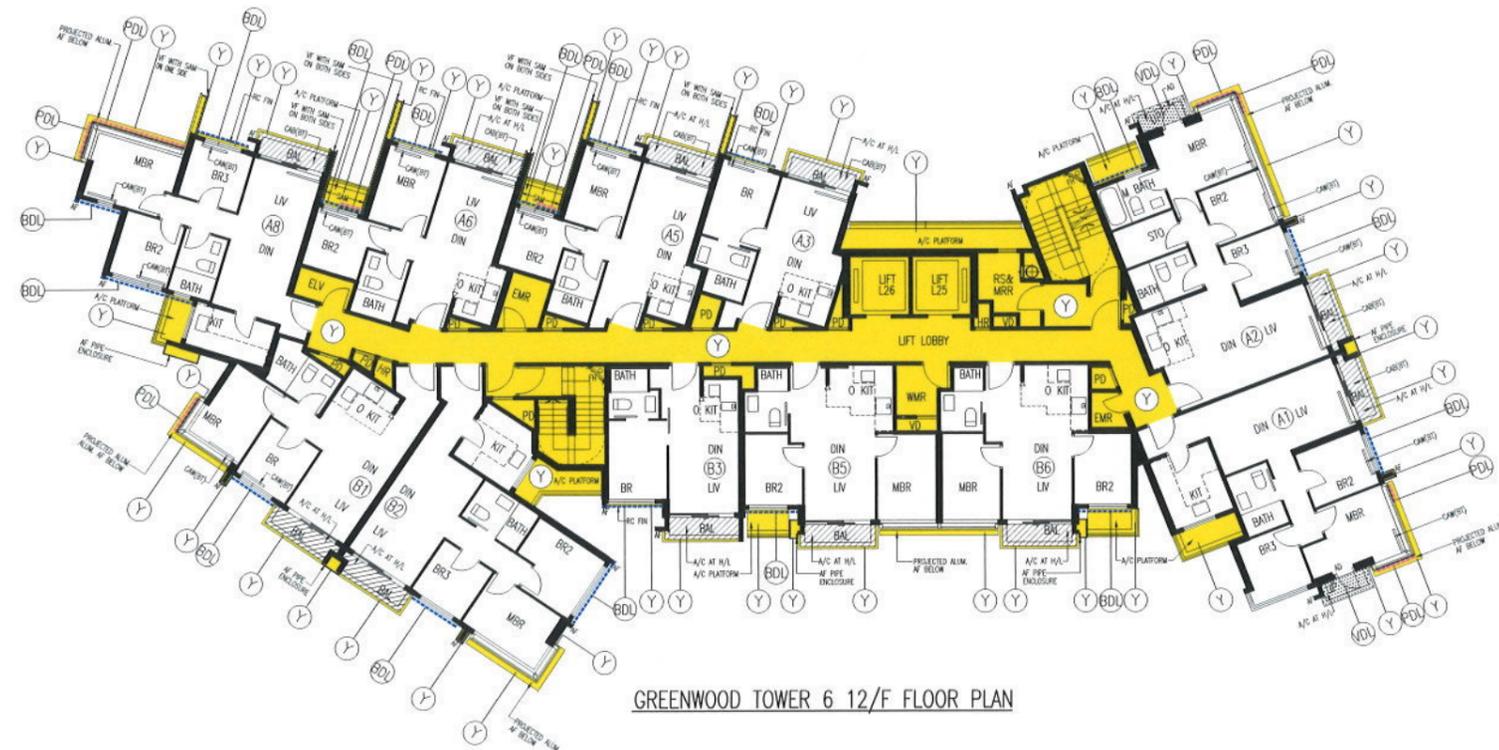
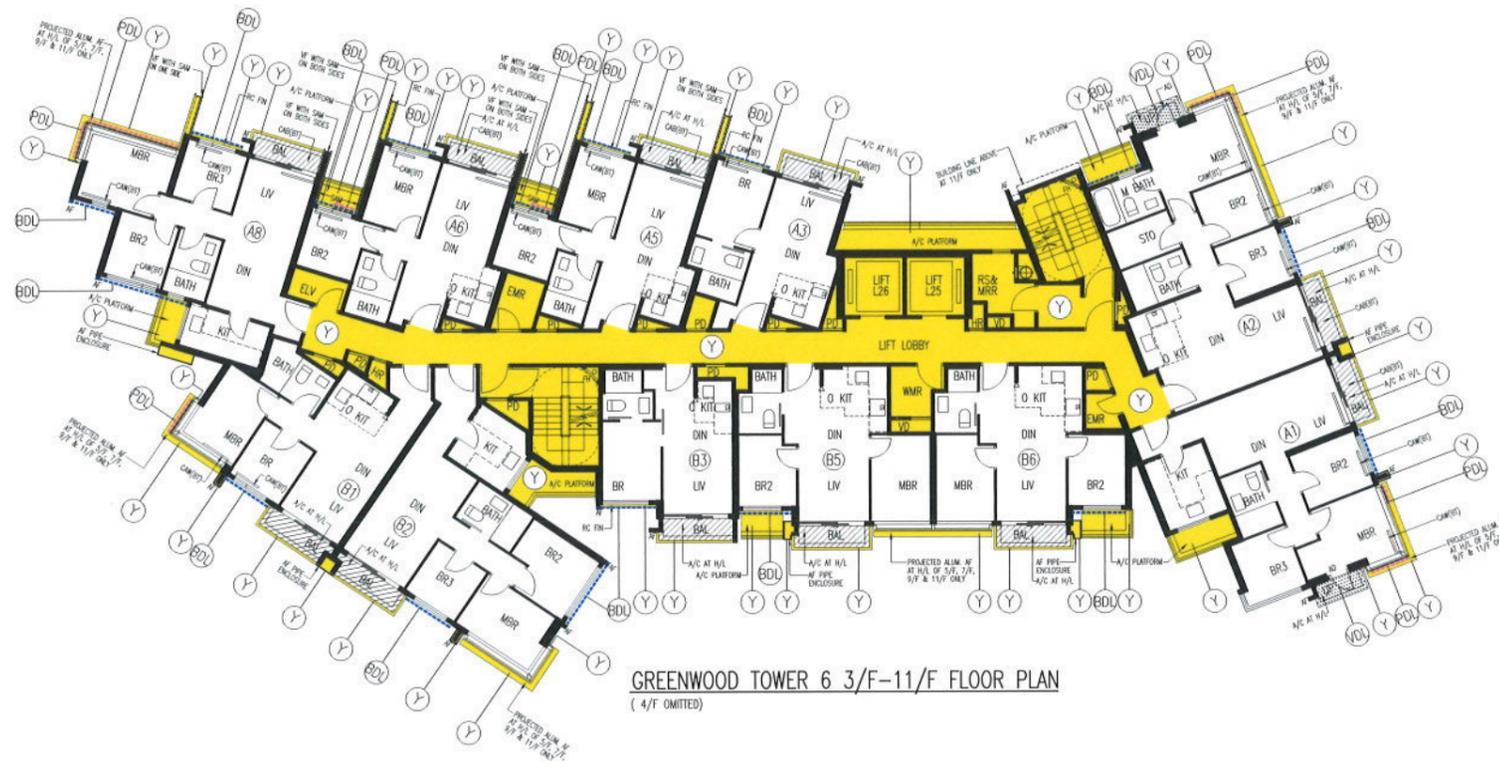
18th Floor, 14 TaiKoo Wan Road, TaiKoo Shing, HongKong
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:
PROPOSED COMPREHENSIVE DEVELOPMENT AT
PAK SHEK KOK, T.P.T.L. 244,
TAI PO, N.T.

TITLE: GREENWOOD TOWER 6
1/F AND 2/F FLOOR PLAN (PHASE 1)

DRAWING NO. DMC-014(1)	REV. NO. (02)
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DATE: 29 April 2022	SCALE: 1 : 250
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- LEGEND:**
- Y RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
 - YELLOW
 - BAL BALCONY
 - HATCHED BLACK
 - UP UTILITY PLATFORMS
 - STIPPLED BLACK
 - ASP WITH ENHANCEMENTS : ACOUSTIC SLIDING PANEL WITH ENHANCEMENTS
 - CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)
 - CAB(BT) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE)
 - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
 - BDL (BLUE DOTTED LINE)
 - FRR FULL HEIGHT WALL
 - PDL FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)
 - Y / HATCHED ZIGZAG BLACK SAM: SOUND ABSORPTIVE MATERIAL
 - Y / HATCHED BLACK VF: VERTICAL FIN
 - CA(Main.): Common Area (Maintenance)
 - AD: AUTO-CLOSE DOOR (VIOLET DOTTED LINE)
 - VDL

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Registered Architect Authorized Person

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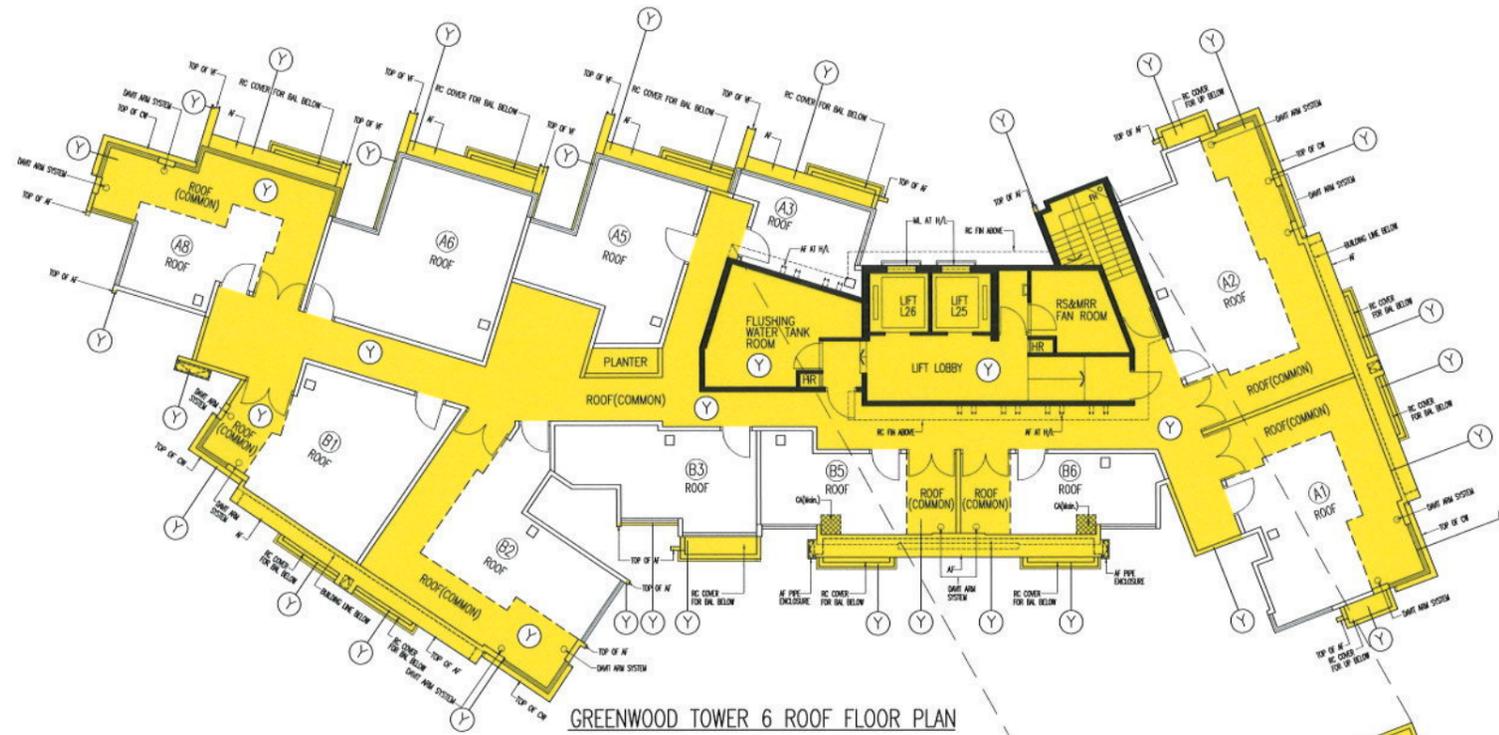
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18th Floor, 14 Takoo Wan Road, Takoo Shing, HongKong
T: 852-2803 9888 F: 852-2513 1728 www.wongtung.com

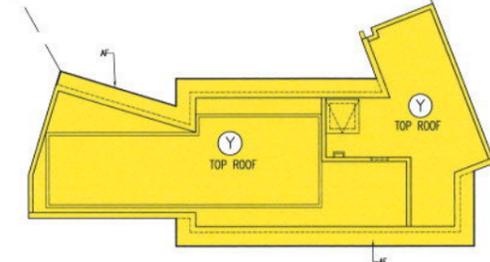
PROJECT:
PROPOSED COMPREHENSIVE DEVELOPMENT AT
PAK SHEK KOK, T.P.T.L. 244,
TAI PO, N.T.

TITLE: GREENWOOD TOWER 6
3/F-12/F FLOOR PLAN (PHASE 1)

DRAWING NO. DMC-015(1)	REV. NO. (02)
DATE: 29 April 2022	SCALE: 1 : 250



GREENWOOD TOWER 6 ROOF FLOOR PLAN



GREENWOOD TOWER 6 TOP ROOF FLOOR PLAN

LEGEND:
 RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
 YELLOW
 CA(Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.



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 Registered Architect Authorized Person

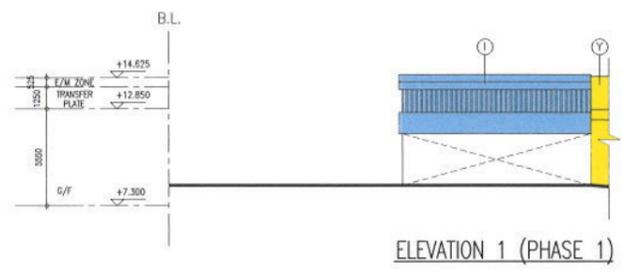
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 PURPOSE ONLY

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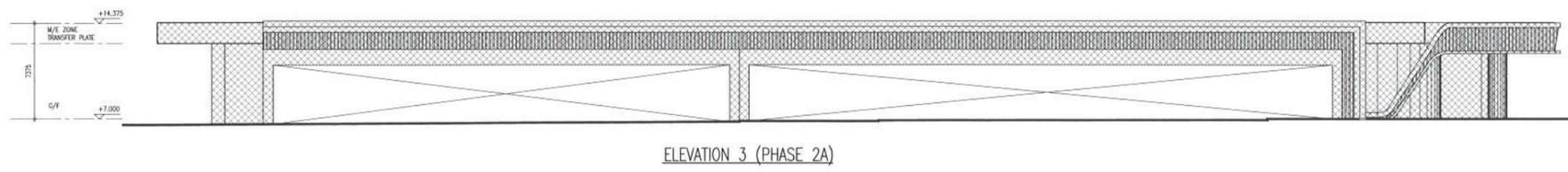
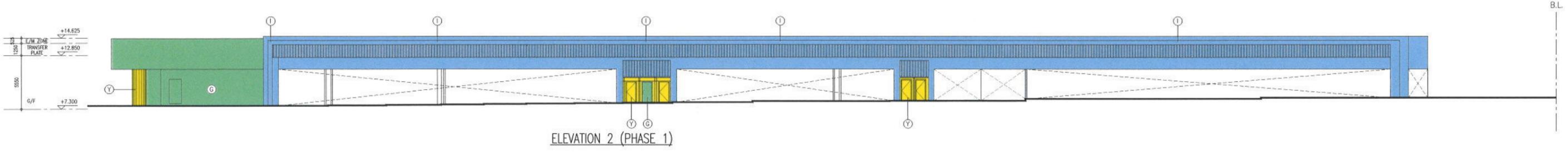
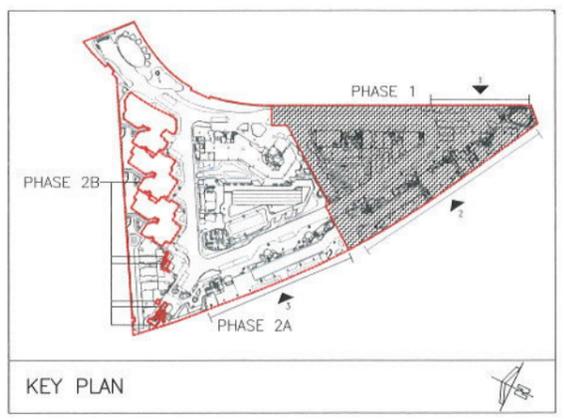
 18th Floor, 14 Taikoo Wan Road, Taikoo Shing, HongKong
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PROJECT:
 PROPOSED COMPREHENSIVE DEVELOPMENT AT
 PAK SHEK KOK, T.P.T.L. 244,
 TAI PO, N.T.
 TITLE: GREENWOOD TOWER 6
 ROOF FLOOR PLAN (PHASE 1)

DRAWING NO. DMC-016(1)	REV. NO. (01)
DATE: 13 April 2022	SCALE: 1 : 250



- LEGEND:**
- G DEVELOPMENT COMMON AREAS AND FACILITIES WITHIN PHASE 1
GREEN
 - Y RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1
YELLOW
 - I COMMERCIAL ACCOMMODATION WITHIN PHASE 1
INDIGO
 - PHASE 1
ZIGZAGGED BLACK
 - SUBSEQUENT PHASE(S)
CROSSED HATCHED BLACK



I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA
Registered Architect Authorized Person

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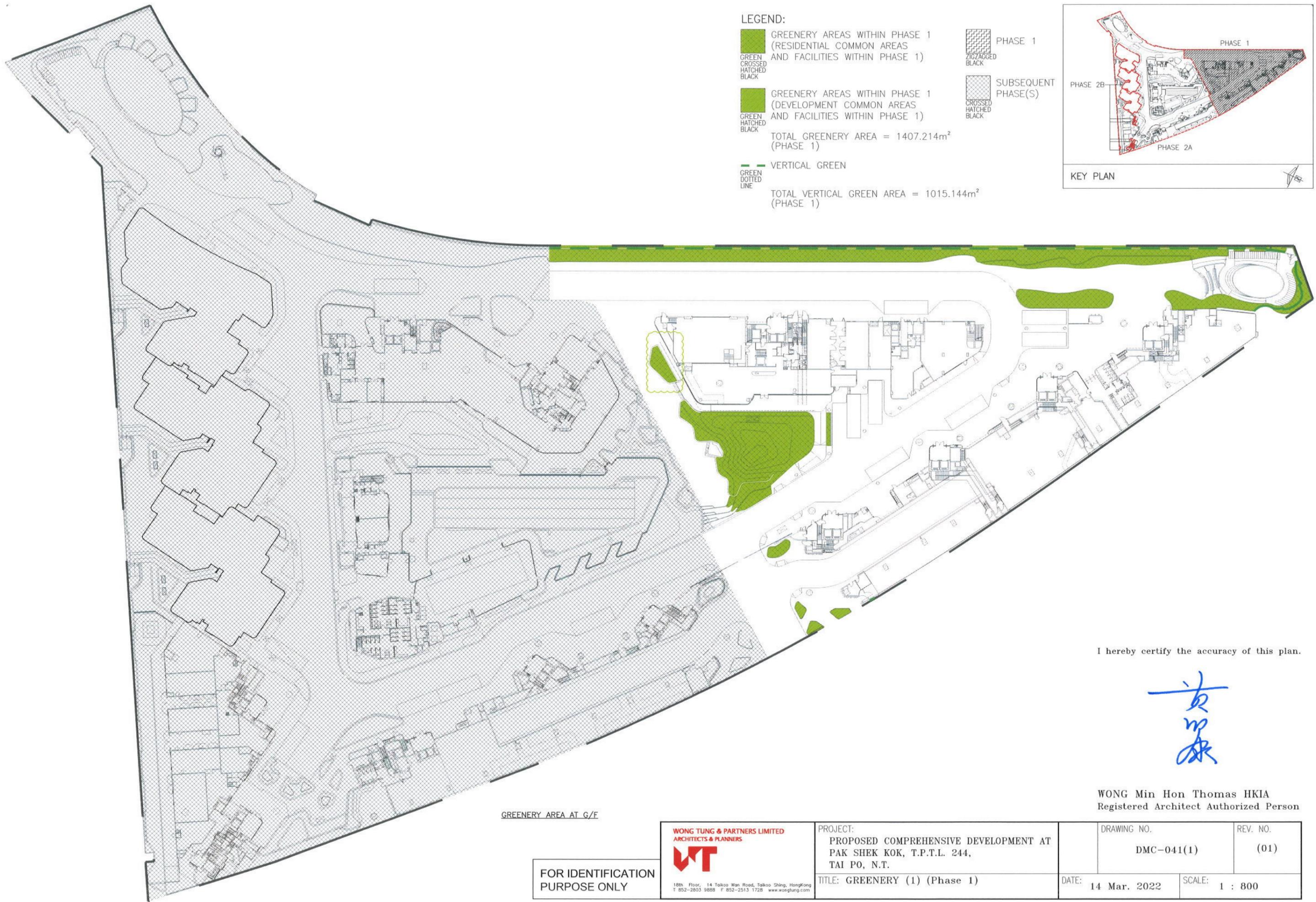
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PROJECT:
PROPOSED COMPREHENSIVE DEVELOPMENT AT
PAK SHEK KOK, T.P.T.L. 244,
TAI PO, N.T.

TITLE:
PODIUM ELEVATION (PHASE 1)

DRAWING NO. DMC-040(1)	REV. NO. (01)
DATE: 14 Mar. 2022	SCALE: 1 : 400



LEGEND:

GREEN CROSSED HATCHED BLACK
 GREENERY AREAS WITHIN PHASE 1 (RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1)

GREEN HATCHED BLACK
 GREENERY AREAS WITHIN PHASE 1 (DEVELOPMENT COMMON AREAS AND FACILITIES WITHIN PHASE 1)

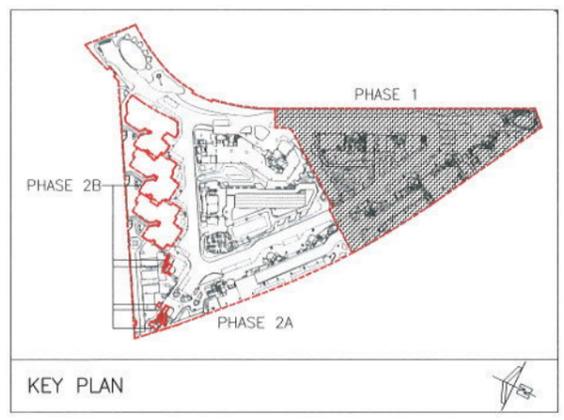
GREEN DOTTED LINE
 VERTICAL GREEN

ZIGZAGGED BLACK
 PHASE 1

CROSSED HATCHED BLACK
 SUBSEQUENT PHASE(S)

TOTAL GREENERY AREA = 1407.214m² (PHASE 1)

TOTAL VERTICAL GREEN AREA = 1015.144m² (PHASE 1)



KEY PLAN

I hereby certify the accuracy of this plan.

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 Registered Architect Authorized Person

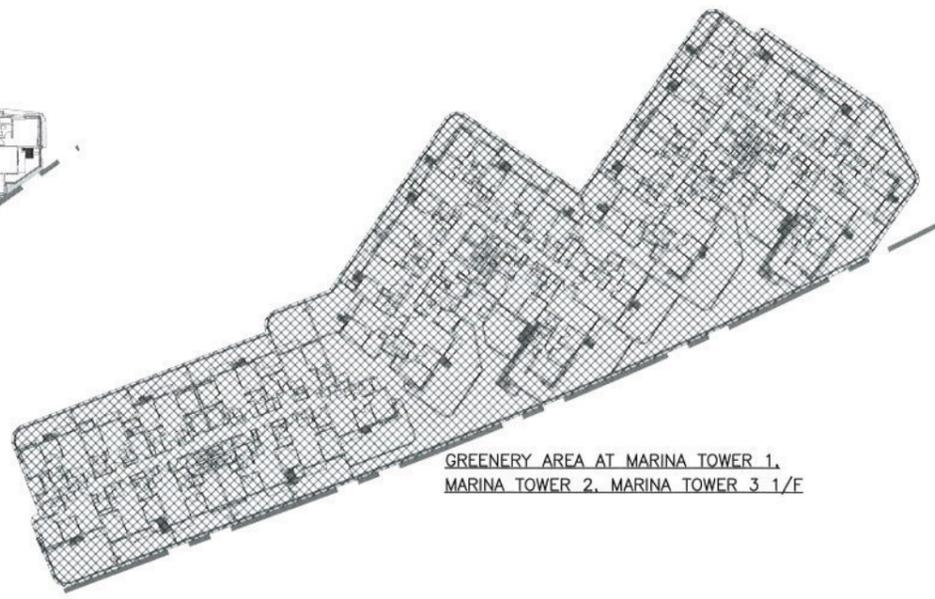
GREENERY AREA AT G/F

FOR IDENTIFICATION PURPOSE ONLY

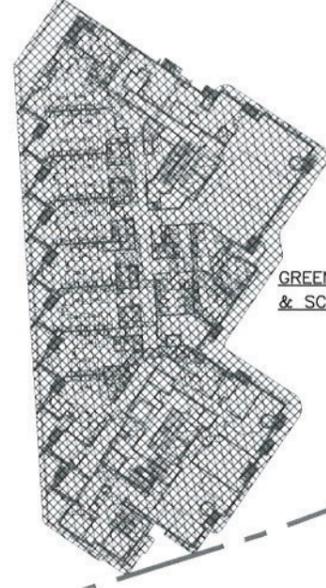
WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Taikoo Wan Road, Taikoo Shing, HongKong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DRAWING NO. DMC-041(1)	REV. NO. (01)
	TITLE: GREENERY (1) (Phase 1)	DATE: 14 Mar. 2022	SCALE: 1 : 800



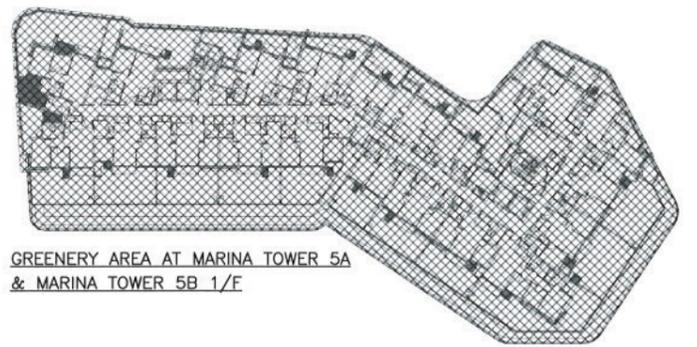
GREENERY AREA AT 1/F



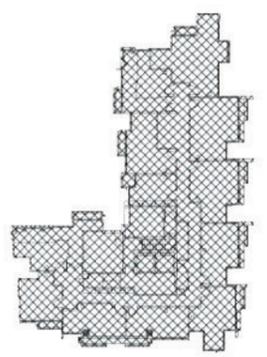
GREENERY AREA AT MARINA TOWER 1, MARINA TOWER 2, MARINA TOWER 3 1/F



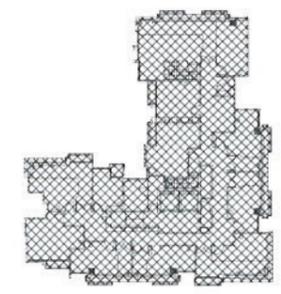
GREENERY AREA AT SCENIC TOWER 5 & SCENIC TOWER 6 1/F



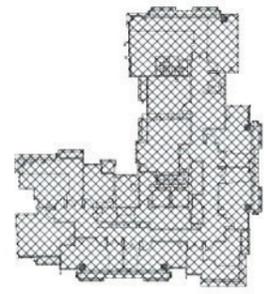
GREENERY AREA AT MARINA TOWER 5A & MARINA TOWER 5B 1/F



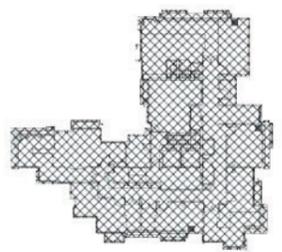
GREENERY AREA AT SCENIC TOWER 1 R/F



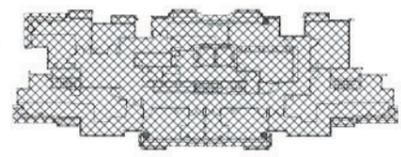
GREENERY AREA AT SCENIC TOWER 2 & SCENIC TOWER 3 R/F



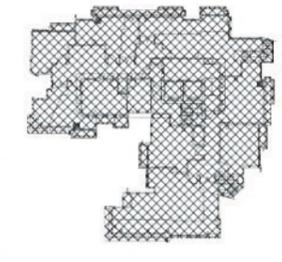
GREENERY AREA AT SCENIC TOWER 5 R/F



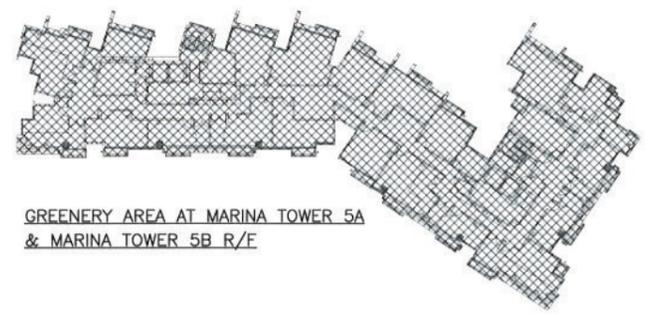
GREENERY AREA AT SCENIC TOWER 6 R/F



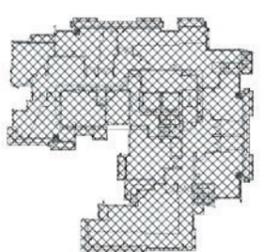
GREENERY AREA AT MARINA TOWER 3 R/F



GREENERY AREA AT MARINA TOWER 2 R/F



GREENERY AREA AT MARINA TOWER 5A & MARINA TOWER 5B R/F



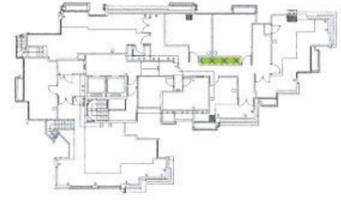
GREENERY AREA AT MARINA TOWER 1 R/F



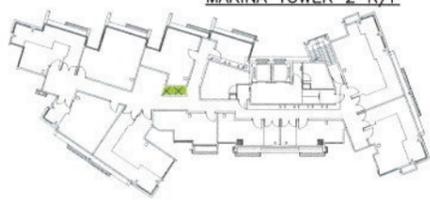
GREENERY AREA AT GREENWOOD TOWER 5 R/F



GREENERY AREA AT GREENWOOD TOWER 3 & GREENWOOD TOWER 2 R/F



GREENERY AREA AT GREENWOOD TOWER 1 R/F



GREENERY AREA AT GREENWOOD TOWER 6 R/F

LEGEND:
 GREENERY AREAS WITHIN PHASE 1 (RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1)
 SUBSEQUENT PHASE(S)

TOTAL GREENERY AREA = 1279.339m² (PHASE 1)

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas HKIA
 Registered Architect Authorized Person

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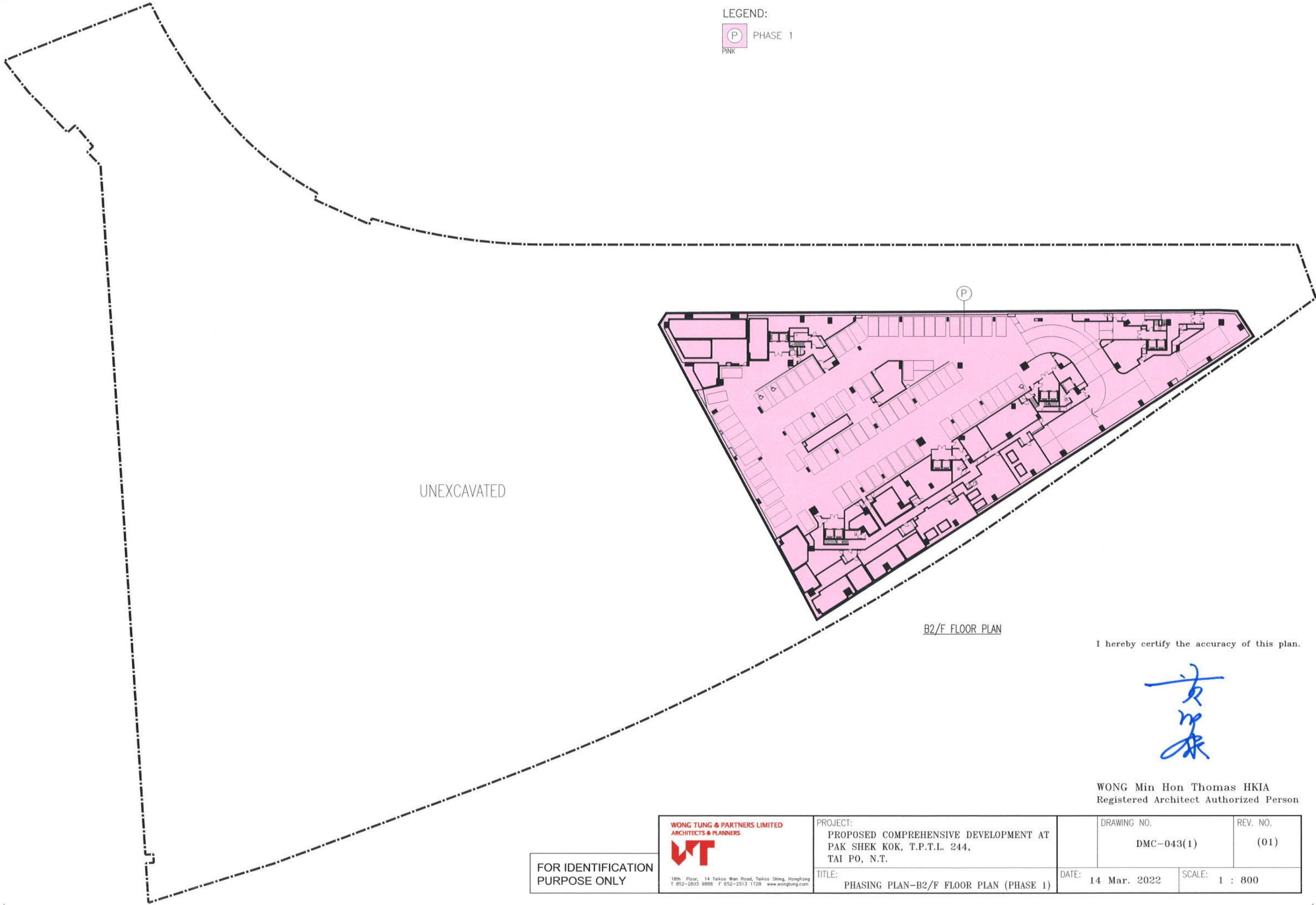
PROJECT:
 PROPOSED COMPREHENSIVE DEVELOPMENT AT
 PAK SHEK KOK, T.P.T.L. 244,
 TAI PO, N.T.

TITLE: GREENERY (2) (Phase 1)

DRAWING NO. DMC-042(1)	REV. NO. (01)
DATE: 14 Mar. 2022	SCALE: 1 : 800

LEGEND:

 PHASE 1
PINK



UNEXCAVATED

B2/F FLOOR PLAN

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA
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PROJECT:
PROPOSED COMPREHENSIVE DEVELOPMENT AT
PAK SHEK KOK, T.P.T.L. 244,
TAI PO, N.T.

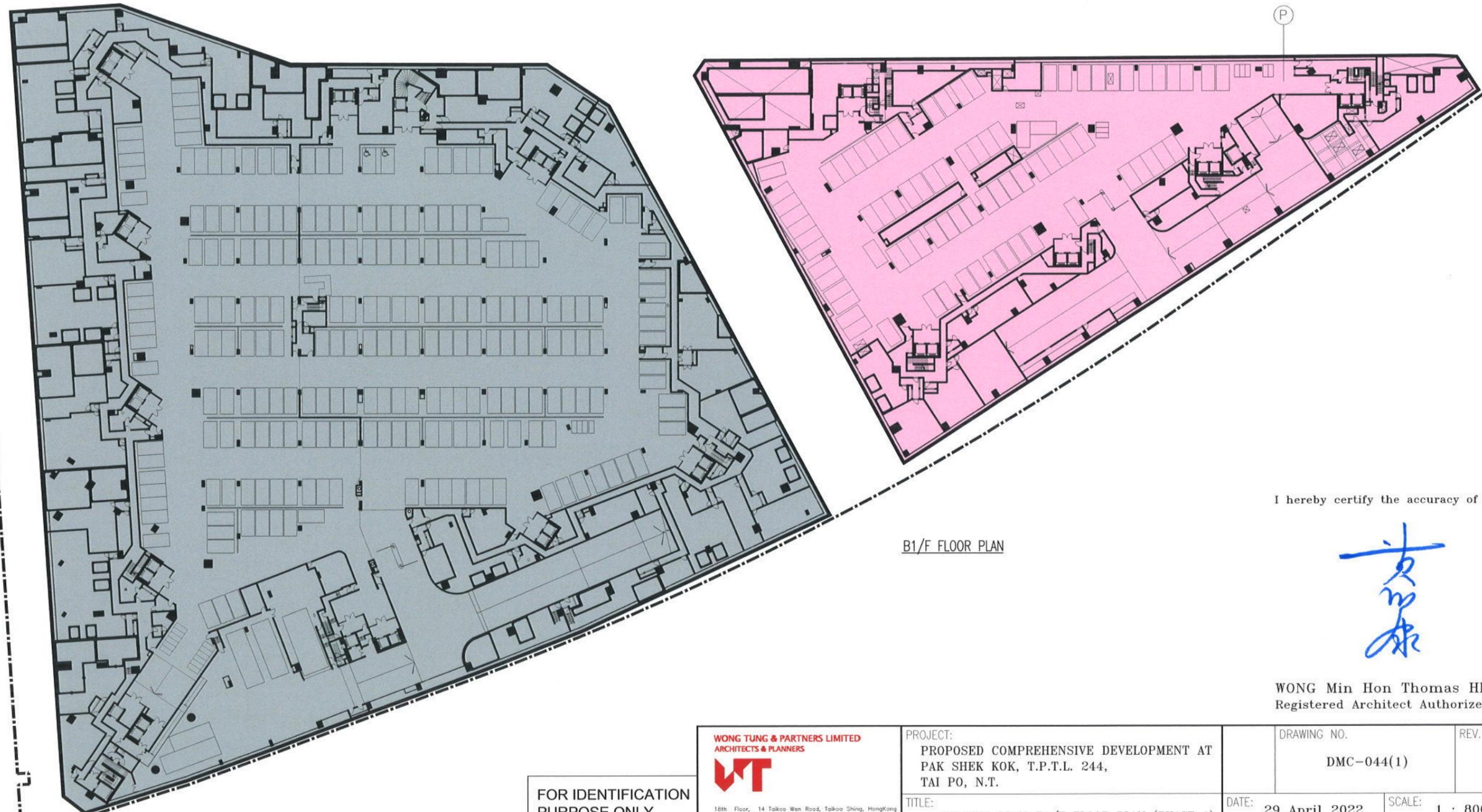
TITLE:
PHASING PLAN-B2/F FLOOR PLAN (PHASE 1)

DRAWING NO. DMC-043(1)	REV. NO. (01)
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DATE: 14 Mar. 2022	SCALE: 1 : 800
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LEGEND:

- P PHASE 1
PINK
- GREY SOLID HATCH
SUBSEQUENT PHASE (S)



B1/F FLOOR PLAN

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PROJECT:
PROPOSED COMPREHENSIVE DEVELOPMENT AT
PAK SHEK KOK, T.P.T.L. 244,
TAI PO, N.T.

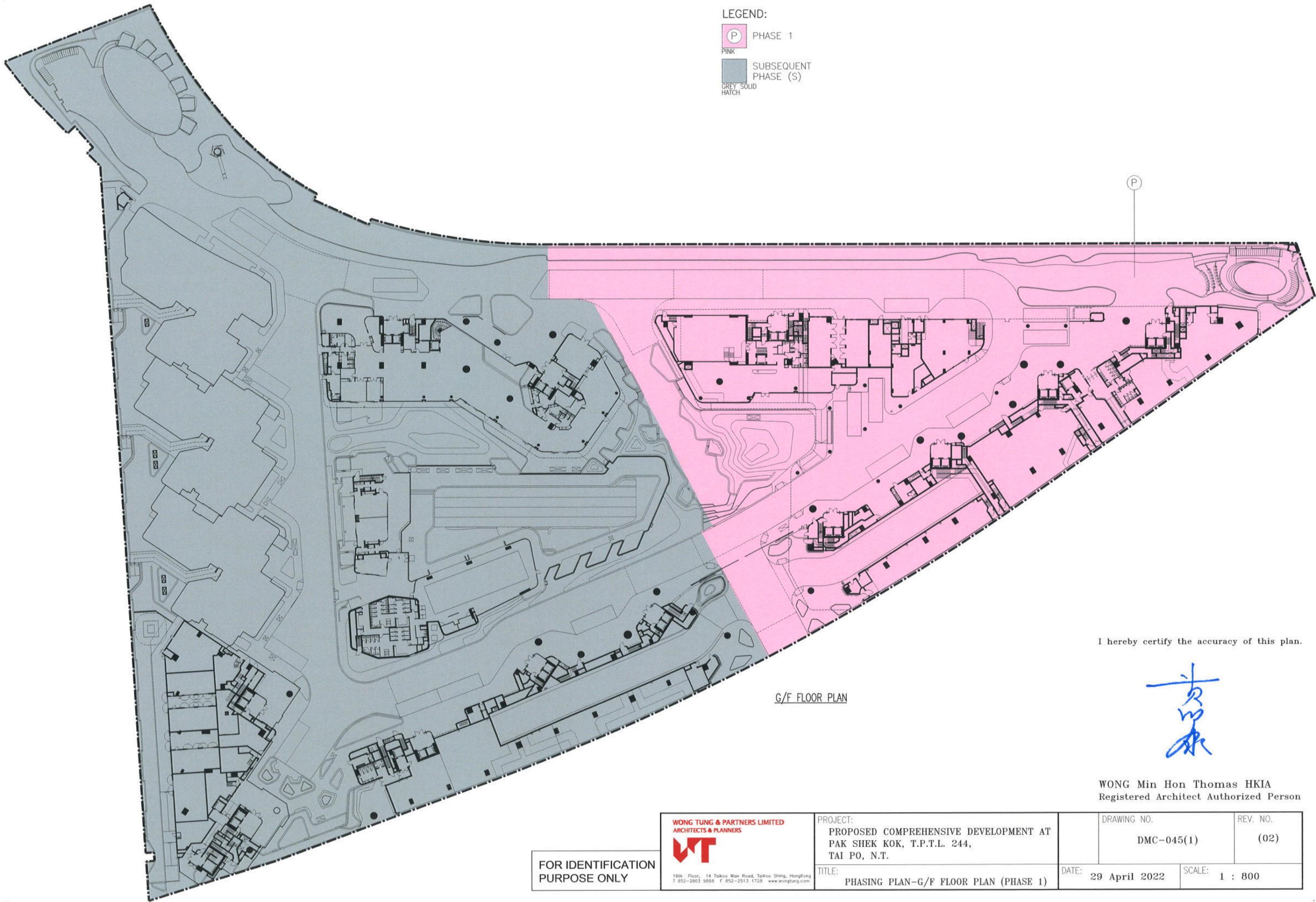
TITLE:
PHASING PLAN-B1/F FLOOR PLAN (PHASE 1)

DRAWING NO. DMC-044(1)	REV. NO. (02)
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DATE: 29 April 2022	SCALE: 1 : 800
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LEGEND:

- P PHASE 1
PINK
- SUBSEQUENT PHASE (S)
GREY SOLID HATCH



I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA
Registered Architect Authorized Person

G/F FLOOR PLAN

FOR IDENTIFICATION
PURPOSE ONLY

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ARCHITECTS & PLANNERS



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PROJECT:
PROPOSED COMPREHENSIVE DEVELOPMENT AT
PAK SHEK KOK, T.P.T.L. 244,
TAI PO, N.T.

TITLE:
PHASING PLAN-G/F FLOOR PLAN (PHASE 1)

DRAWING NO. DMC-045(1)	REV. NO. (02)
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DATE: 29 April 2022	SCALE: 1 : 800
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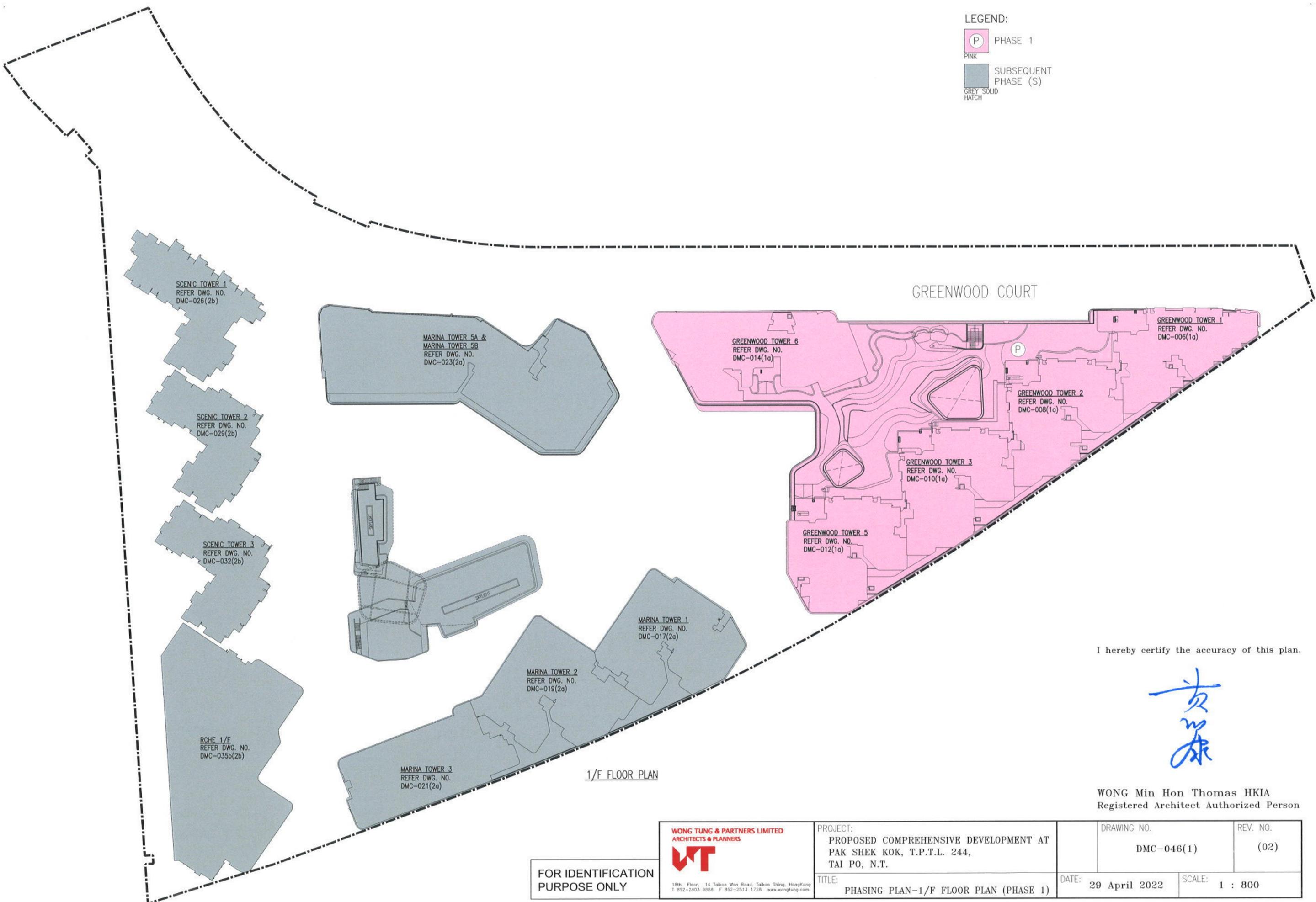
LEGEND:

 PHASE 1

PINK

 SUBSEQUENT PHASE (S)

GREY SOLID HATCH



SCENIC TOWER 1
REFER DWG. NO.
DMC-026(2b)

SCENIC TOWER 2
REFER DWG. NO.
DMC-029(2b)

SCENIC TOWER 3
REFER DWG. NO.
DMC-032(2b)

RCHE 1/F
REFER DWG. NO.
DMC-035b(2b)

MARINA TOWER 5A &
MARINA TOWER 5B
REFER DWG. NO.
DMC-023(2a)

MARINA TOWER 1
REFER DWG. NO.
DMC-017(2a)

MARINA TOWER 2
REFER DWG. NO.
DMC-019(2a)

MARINA TOWER 3
REFER DWG. NO.
DMC-021(2a)

GREENWOOD TOWER 6
REFER DWG. NO.
DMC-014(1a)

GREENWOOD TOWER 3
REFER DWG. NO.
DMC-010(1a)

GREENWOOD TOWER 5
REFER DWG. NO.
DMC-012(1a)

GREENWOOD TOWER 2
REFER DWG. NO.
DMC-008(1a)

GREENWOOD TOWER 1
REFER DWG. NO.
DMC-006(1a)

I hereby certify the accuracy of this plan.



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Registered Architect Authorized Person

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WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



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PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DRAWING NO. DMC-046(1)	REV. NO. (02)
	DATE: 29 April 2022	SCALE: 1 : 800
TITLE: PHASING PLAN-1/F FLOOR PLAN (PHASE 1)		

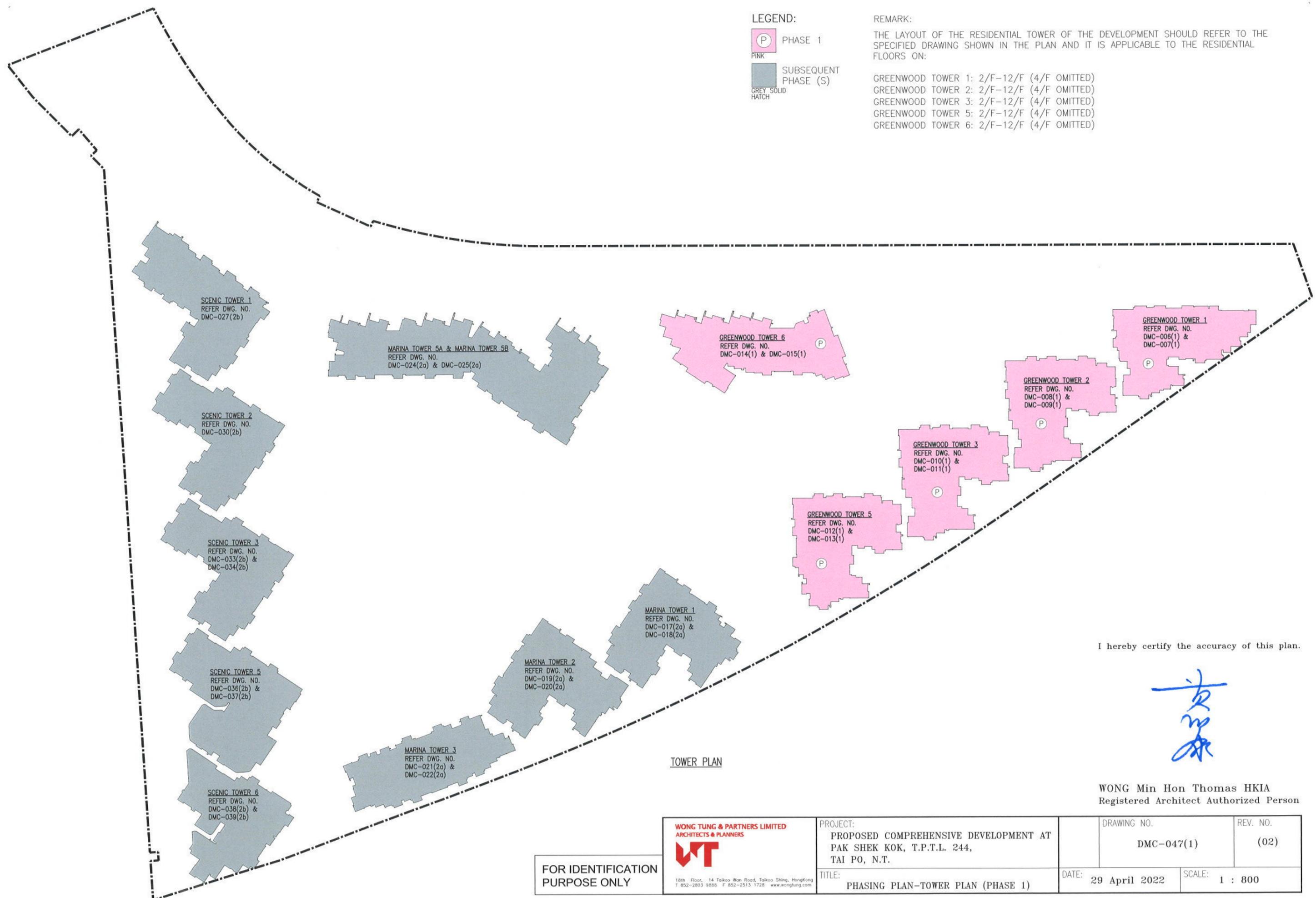
LEGEND:

- P PHASE 1
PINK
- GREY SOLID HATCH
SUBSEQUENT PHASE (S)

REMARK:

THE LAYOUT OF THE RESIDENTIAL TOWER OF THE DEVELOPMENT SHOULD REFER TO THE SPECIFIED DRAWING SHOWN IN THE PLAN AND IT IS APPLICABLE TO THE RESIDENTIAL FLOORS ON:

- GREENWOOD TOWER 1: 2/F-12/F (4/F OMITTED)
- GREENWOOD TOWER 2: 2/F-12/F (4/F OMITTED)
- GREENWOOD TOWER 3: 2/F-12/F (4/F OMITTED)
- GREENWOOD TOWER 5: 2/F-12/F (4/F OMITTED)
- GREENWOOD TOWER 6: 2/F-12/F (4/F OMITTED)



I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA
Registered Architect Authorized Person

TOWER PLAN

FOR IDENTIFICATION
PURPOSE ONLY

 WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Takoo Wan Road, Takoo Shing, HongKong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DRAWING NO. DMC-047(1)	REV. NO. (02)
	TITLE: PHASING PLAN-TOWER PLAN (PHASE 1)	DATE: 29 April 2022	SCALE: 1 : 800

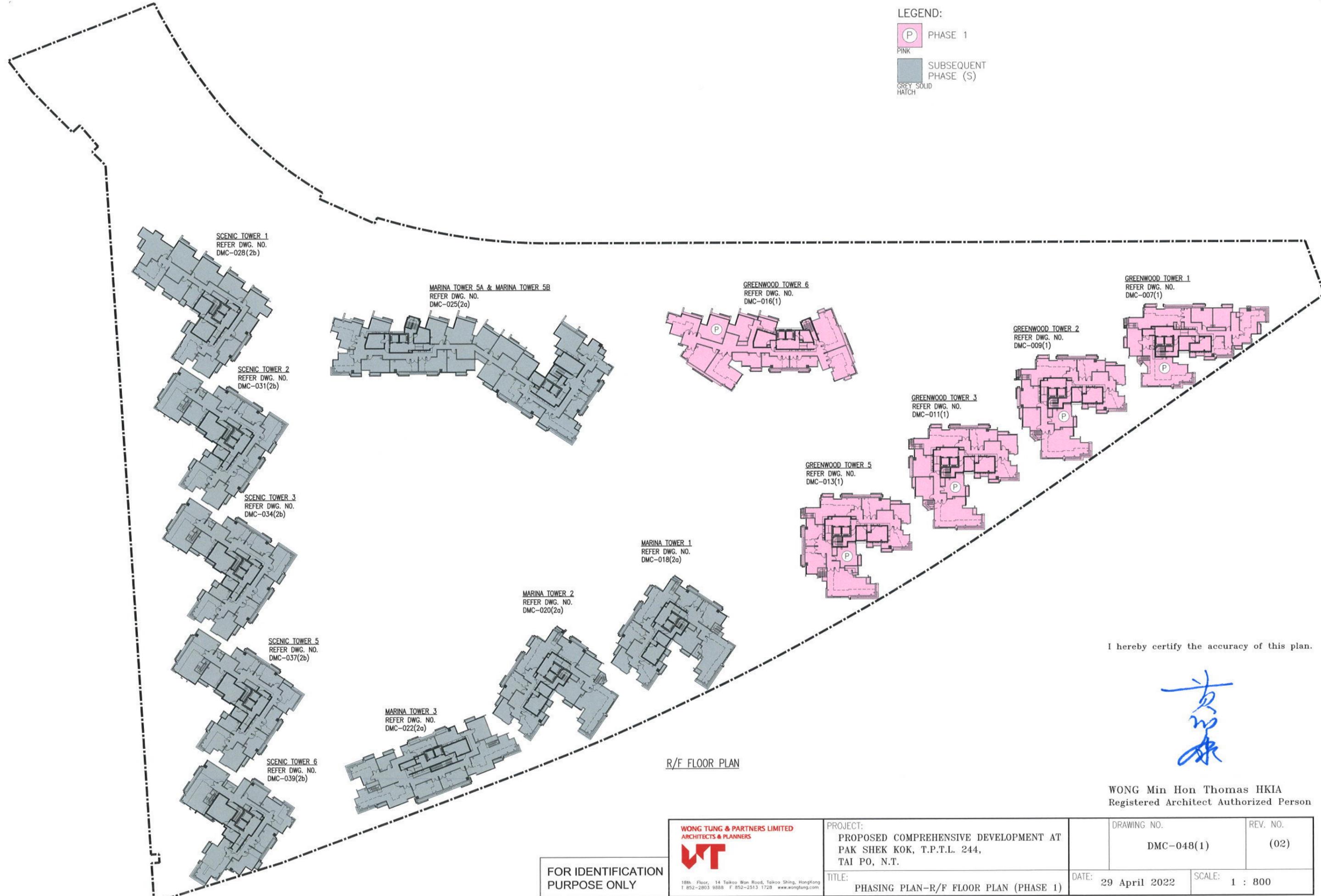
LEGEND:

 PHASE 1

PINK

 SUBSEQUENT PHASE (S)

GREY SOLID HATCH



SCENIC TOWER 1
REFER DWG. NO.
DMC-028(2b)

MARINA TOWER 5A & MARINA TOWER 5B
REFER DWG. NO.
DMC-025(2a)

GREENWOOD TOWER 6
REFER DWG. NO.
DMC-016(1)

GREENWOOD TOWER 1
REFER DWG. NO.
DMC-007(1)

SCENIC TOWER 2
REFER DWG. NO.
DMC-031(2b)

GREENWOOD TOWER 2
REFER DWG. NO.
DMC-009(1)

GREENWOOD TOWER 3
REFER DWG. NO.
DMC-011(1)

SCENIC TOWER 3
REFER DWG. NO.
DMC-034(2b)

GREENWOOD TOWER 5
REFER DWG. NO.
DMC-013(1)

MARINA TOWER 1
REFER DWG. NO.
DMC-018(2a)

SCENIC TOWER 5
REFER DWG. NO.
DMC-037(2b)

MARINA TOWER 2
REFER DWG. NO.
DMC-020(2a)

MARINA TOWER 3
REFER DWG. NO.
DMC-022(2a)

SCENIC TOWER 6
REFER DWG. NO.
DMC-039(2b)

R/F FLOOR PLAN

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas HKIA
Registered Architect Authorized Person

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PURPOSE ONLY

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	TITLE: PHASING PLAN-R/F FLOOR PLAN (PHASE 1)	DATE: 29 April 2022	SCALE: 1 : 800