

THIS DEED is made the day of 201
BETWEEN :-

- (1) ADVANCE FAME INVESTMENTS LIMITED (晉茂投資有限公司) whose registered office is situate at 11th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,
- (2) ("the Second Owner" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part, and
- (3) REGAL ESTATE MANAGEMENT LIMITED (富豪物業管理有限公司) whose registered office is situate at 11th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong ("the Manager") of the third part; and
- (4) THE BANK OF EAST ASIA, LIMITED (東亞銀行有限公司) with registered office in Hong Kong at 10 Des Voeux Road Central, Hong Kong ("the Bank") of the fourth part.

WHEREAS :-

- (1) Immediately prior to the said Assignment to the Second Owner hereinafter referred to, the First Owner was the registered owner and in possession of the Lot which is held under the Government Grant subject to the Debenture.
- (2) The First Owner has developed and is in the course of developing the Estate on the Lot in accordance with the Approved Building Plans.
- (3) For the purposes of sale, the Lot and the Estate have been notionally divided into 244,725 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.
- (4) By a partial release bearing even date but executed immediately prior to the said Assignment hereinafter recited, all that the Second Owner's Unit was released by the Bank to the First Owner from the Debenture.
- (5) By an Assignment bearing even date herewith and made between the First Owner of the one part and the Second Owner of the other part ("the said Assignment") and for the consideration therein expressed, the First Owner assigned unto the Second Owner the Second Owner's Unit.
- (6) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate.

- (7) The Bank joins in as a party to this Deed for the purpose of confirming its agreement to the provisions hereof.
- (8) The Director of Lands has approved the terms of this Deed in accordance with Special Condition No. (20)(a) of the Government Grant.
- (9) In this Deed (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 gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.
- (10) Any headings and sub-headings in this Deed are included merely for ease of reference and guidance only and do not form part of this Deed nor shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.
- (11) In interpreting this Deed the "ejusdem generis" rule of construction shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- (12) Where an Owner comprises two or more persons and/or corporations, all obligations imposed on an Owner under this Deed (expressed or implied) are imposed on and bind such persons and/or corporations jointly and severally.
- (13) Any reference in this Deed to a specific ordinance includes a reference to any statutory extension, amendment, modification or re-enactment thereof and any subsidiary legislation made under such ordinance or its extension, amendment, modification or re-enactment and any general reference to "ordinance" or "ordinances" includes any ordinance already or in the future to be passed and the subsidiary legislation made thereunder.
- (14) The Owners' obligations imposed by each Clause or sub-clause of this Deed shall not be restrictively construed and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from other Clauses and sub-clause of this Deed, and each Owner shall observe, obey and comply with each of the obligations imposed herein as a separate and distinct obligation.
- (15) 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 every part of the Lot and the Estate held therewith.
- (16) Nothing herein contained shall contravene the provisions of the BMO and in so far as the law permits, if any provision in this Deed is in breach of a mandatory provision in the BMO, such

contravening provision in this Deed shall be deemed null and void and is deemed to have been severed from this Deed without vitiating the validity of the remaining provisions of this Deed.

- (17) No provision in this Deed may result in a breach of the Government Grant to the intent that if any provision in this Deed may result in a breach of the Government Grant, such provision shall be deemed null and void and is deemed to have been severed from this Deed without vitiating the validity of the remaining provisions of this Deed.

NOW THIS DEED WITNESSETH as follows :-

DEFINITION AND INTERPRETATION

DEFINITIONS :-

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

"Apartment Block" means those parts of the Estate comprising the Apartment Flats and the Apartment Common Areas and Facilities.

"Apartment Common Areas" means those parts of the Apartment Block intended for the common use and benefit of the Owners of the Apartment Flats as a whole (and not just any particular Apartment Flat) and which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Apartment Flats in common with all other Owners and Occupiers of the Apartment Flats and shall include but not limited to areas in the Apartment Block for the installation or use of aerial broadcast distribution facilities, the pipe ducts, the roofs and upper roofs of Apartment Block, the air-conditioning outdoor areas, the wider corridors and lift lobbies, the lifts in the Apartment Block, lift pits, canopies and areas underneath canopies, the water meter rooms, the electric rooms, the satellite master antenna television (SMATV) room, the electric low voltage & telephone rooms, the water meter cabinets, the sprinkler water tank (for Apartment), the fire service water tank (for Apartment), sprinkler and fire service pump room (for Apartment), fire service pump and tank room, the refuse storage & material recovery rooms, ventilation ducts, the external walls and curtain walls of the Apartment Block (but excluding openable windows, doors, windows and door frames and sealant around windows and door frames, and the interior side of the curtain wall for the exclusive use by the Owners and Occupiers of the Apartment Flats, the internal surfaces of the concrete walls and fence walls facing the Apartment Flats or gardens, the railings and glass balustrades of the balconies and the covered areas underneath the balconies forming part of the Apartment Flats, the cleaning repair and maintenance responsibility thereof rests with the respective Owners of the Apartment Flats), the roof features on roofs and upper roofs (if any) not forming part of Apartment Flats, the planters, the lawns and the mounting frames in the air-conditioning outdoor areas on the roofs of the Apartment Block, the Common Greenery Areas within the Apartment Common Areas and soil backfill areas underneath the Apartment Block and such additional areas of the Estate as may at any time be designated as Apartment Common Areas by the

First Owner subject to the approval by a resolution of the Owners at an Owners' meeting convened in accordance with the provisions of the Deed, which Apartment Common Areas are for the purpose of identification shown and coloured orange on the Common Areas Plan (Basement Floor), Common Areas Plan (Ground Floor), Common Areas Plan (Apartment Ground Floor), Common Areas Plan (Apartment 1st-3rd Floor) and Common Areas Plan (Apartment Roof and Upper Roof) and the Common Greenery Areas Plan annexed to this Deed and marked Plan Nos. 1, 2, 3, 4, 5 and 15 and the accuracy of such plans is certified by the Authorized Person.

"Apartment Common Areas and Facilities" means collectively the Apartment Common Areas and the Apartment Common Facilities.

"Apartment Common Facilities" means all those facilities and installations of the Apartment Block intended for the common use and benefit of the Owners of the Apartment Flats as a whole (and not just any particular Apartment Flat) and which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Apartment Flats in common with all other Owners and Occupiers of the Apartment Flats and includes but not limited to the lifts in the Apartment Block, all wires, cables, ducts, pipes, drains, fire services installations, security installations and all mechanical and electrical installations and equipment exclusively for the Apartment Block and such additional devices and facilities of the Estate as may at any time be designated as Apartment Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed. For the avoidance of doubt, those installations made by and belonging to the provider(s) of the telecommunications and broadcasting services (if any) shall not form parts of the Apartment Common Facilities.

"Apartment Management Budget" means the budget to be prepared for the Apartment Block more particularly described in Clause 14(a)(iii) hereof.

"Apartment Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Apartment Block as a whole (excluding the Apartment Flats) and in particular the Apartment Common Areas and Facilities.

"Apartment Flat" means any one of the units situated in the Apartment Block intended for residential use in accordance with the Approved Building Plans and any addition or alteration works as approved by the Government (if required) from time to time; and "Apartment Flats" shall be construed accordingly.

"Approved Building Plans" means the general building plans and specifications in respect of the Estate prepared by the Authorized Person for the development of the Lot approved by the Building Authority under Ref. No. BD2/9217/11 and include any approved amendments thereto from time to time.

"Authorized Person" means Wong Po Man of Paliburg Development Consultants Limited, an authorized person as defined in section 2(1) of the Buildings Ordinance (Chapter 123 of the Laws of the Hong Kong

Special Administrative Region) appointed by the First Owner for the construction of the Estate, which expression shall include any other authorized person or persons appointed by the First Owner from time to time.

"BMQ" means the Building Management Ordinance, Cap.344 or any statutory modification or re-enactment thereof for the time being in force.

"Car Park Common Areas" means all those parts of the Car Park (excluding the Parking Spaces) intended for the common use and benefit of the Owners of the Parking Spaces as a whole (and not just any particular Residential Parking Space or Motor Cycle Parking Space) which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Parking Spaces and Motor Cycle Parking Spaces and each user of the Visitors' Parking Spaces in common with all other Owners and Occupiers of such Residential Parking Spaces and Motor Cycle Parking Spaces and users of the Visitors' Parking Spaces, including but not limited to, the driveway on the basement floor, the manoeuvring area and passages therein, the carpark exhaust fan room, the exhaust air fan room and such additional areas of the Estate as may at any time be designated as Car Park Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed, which Car Park Common Areas are for the purpose of identification shown coloured yellow on the Common Areas Plan (Basement Floor) and Common Areas Plan (Ground Floor) annexed to this Deed and marked Plan Nos. 1 and 2 and the accuracy of such plans is certified by the Authorized Person.

"Car Park Common Areas and Facilities" means collectively the Car Park Common Areas and the Car Park Common Facilities.

"Car Park Common Facilities" means all those facilities and installations of the Car Park intended for the common use and benefit of the Owners of the Parking Spaces as a whole (and not just any particular Residential Parking Space or Motor Cycle Parking Space) which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Parking Spaces and Motor Cycle Parking Spaces and each user of the Visitors' Parking Spaces in common with all other Owners and Occupiers of such Residential Parking Spaces and Motor Cycle Parking Spaces and users of the Visitors' Parking Spaces, including but not limited to charging points and/or controllers (if any) for electric cars and/or hybrid cars, electrical installations, exhaust ducts, exhaust fans, pumps, drainage, lightings, fire services installations, service equipment and petrol interceptor and such additional devices and facilities of the Estate as may at any time be designated as Car Park Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed.

"Car Park Management Budget" means the budget to be prepared for the Car Park more particularly described in Clause 14(a)(v) hereof.

"Car Park Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Car Park as a whole (excluding the Parking Spaces) and in particular the Car Park Common Areas and Facilities.

"Car Park" means those parts of the Estate comprising the Parking Spaces and the Car Park Common Areas and Facilities.

"Club House" means the club house in the Estate providing (inter alia) part of the Recreational Areas and Facilities including swimming pool, gymnasium, function room, lounge and such other recreational facilities for the common use and benefit of the Owners or Occupiers of the Residential Units and their bona fide visitors.

"Club Rules" means such rules and regulations set down by the Manager (with the approval of the Owners' Committee or the Owners' Corporation, if and when it is formed) from time to time with specific application to the Club House for the use and enjoyment thereof and include any amendments thereto.

"Common Areas" means collectively the Estate Common Areas, the Residential Development Common Areas, the Apartment Common Areas, the House Common Areas and the Car Park Common Areas and all those parts of the Estate designated as common areas in any Sub-Deed (if any), each of which Common Areas shall, where applicable and not inconsistent with the provisions of this Deed, include those common parts specified in Schedule 1 to the BMO (excluding (i) those parts of the external walls of the Apartment Block which form part of the openable windows, doors, windows and door frames and sealant around windows and door frames forming part of an Apartment Flat and (ii) the external walls, curtain walls, claddings and finishes of the Houses, the internal surfaces of the concrete walls and fence walls facing the Houses or gardens, glass and metal parapets/balustrade/fences of the Houses, flat roofs, windows, window frames and sealant around window frames forming part of the Houses).

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Facilities" means collectively the Estate Common Facilities, the Residential Development Common Facilities, the Apartment Common Facilities, the House Common Facilities and the Car Park Common Facilities and all those facilities of the Estate designated as common facilities in any Sub-Deed (if any).

"Common Greenery Areas" mean the areas landscaped within the Lot, the size in area, location and common access thereto are shown and coloured green, violet, orange and pink on the "Common Greenery Areas Plan" annexed hereto and marked Plan No. 15 and the accuracy of such plan is certified by the Authorized Person.

"Debenture" means the Debenture and Mortgage dated 9th October 2013 and registered in the Land Registry by Memorial No. 13102802260143 (as supplemented by a Supplement to Debenture and Mortgage dated 18th March 2015 and registered in the Land Registry by Memorial No. 15041602460208) incorporating (inter alia) a building mortgage or charge on the Lot and the Estate

and all messuages erections and buildings thereon and upon the compliance of the general and special conditions in the Government Grant (to the satisfaction of the Director of Lands as therein provided), an assignment of all the First Owner's interest thereon made by the First Owner as borrower of the first part and the Bank as the lender and mortgagee of the other part as the same may be varied or supplemented thereafter or hereafter from time to time.

"Disabled Parking Spaces" means the two (2) spaces situated in the basement floor of the Estate for the parking of motor vehicles by disabled person(s) within the meaning of the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to a resident of a Residential Unit and/or his or her bona fide guest, visitor or invitee in accordance with Special Condition No. (23)(b) of the Government Grant (including, one forming part of the Visitors' Parking Spaces being Visitors' Parking Space No. 6 and one forming part of the Residential Parking Spaces being the Residential Disabled Parking Space) and "Disabled Parking Space" shall be construed accordingly.

"Estate" means the whole of the development comprising, inter alia, the Apartment Block with Apartment Flats, the House Development with Houses, the Car Park with Residential Parking Spaces and Motor Cycle Parking Spaces and the Club House erected or to be erected on the Lot in accordance with the Approved Building Plans known or intended to be known as "65-89 Tan Kwai Tsuen Road (丹桂村路 65-89 號)", the House Development thereon is known as "CASA REGALIA (富豪 · 悅庭)", and the Apartment Block thereon is known as "DOMUS (尚築)".

"Estate Common Areas" means those parts of the Estate intended for the common use and benefit of Owners of the Estate as a whole (and not just any particular Unit) and which are subject to the provisions of this Deed and all subsisting rights and rights of way (if any) under the Government Grant to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said parts include but not limited to the foundations, columns, beams and other structural supports and elements, the Slopes and Retaining Walls, external walls and curtain walls (excluding the external walls which form part of the Residential Development Common Areas, the Apartment Common Areas or the House Common Areas and those parts of the external walls of the Apartment Block which form part of the openable windows, doors, windows and door frames and sealant around windows and door frames forming part of an Apartment Flat or the external walls, curtain walls, claddings and finishes of the Houses or , the repair and maintenance responsibility thereof rest with the respective Residential Units Owners, Apartment Owners or House Owners), flat roofs and upper roofs (excluding those forming part of any House or the Apartment Common Areas), non-structural prefabricated external walls (excluding those forming part of any Residential Unit, the Club House, the Apartment Common Areas and House Common Areas), the areas for the installation or use of telecommunications network facilities, the areas landscaped in accordance with Special Condition No. (14) of the Government Grant (save and except those areas which form part of the Residential Development Common Areas, the Apartment Common Areas, the House Common Areas and the Car Park Common Areas), the guard house, the office accommodation for watchmen and management staff, the quarters for watchmen and caretakers, the Owners' Corporation office, run in and run out, portions of the

emergency vehicular access on the ground floor, the refuse storage and material recovery chamber, low voltage switch room, sub-main low voltage switch rooms, extra low voltage room, water pump and tank room, fire services and sprinkler pump room (for Club House and Car Park), sprinkler tank (for Club House and Car Park), fire services sprinkler pump room (for Club House and Carpark), street fire hydrant water tank, street hydrant pump room, gas kiosk, TBE (telephone and broadcasting equipment) room, lift lobbies and lift and staircases (from basement to roof) in the Club House, lift pit, fence walls along the boundary of the Development (except the internal surface of these fence walls facing the private gardens, the repair and maintenance responsibility thereof rest with the respective Residential Units Owners), fire service control room, Transformer Room, master meter room, water meter cabinet, sprinkler inlet & control valve group, excavated areas, the Common Greenery Areas within the Estate Common Areas and such additional areas of the Estate as may at any time be designated as Estate Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed which Estate Common Areas are for the purpose of identification shown and coloured green on the Common Areas Plan (Basement Floor) and Common Areas Plan (Ground Floor) and the Common Greenery Areas Plan and marked Plan Nos. 1 and 2 and 15, the accuracy of such plans is certified by the Authorized Person.

"Estate Common Areas and Facilities" means collectively the Estate Common Areas and the Estate Common Facilities.

"Estate Common Facilities" means all those facilities and installation in the Estate used in common by or installed or intended for the common use and benefit of the Estate as a whole as part of the amenities thereof and not just for the exclusive benefit of any particular part thereof which are subject to the provisions of this Deed to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to sewers, drains, gutters, manholes, storm water drains, water courses, channels, water mains, cables, pipes, wires, ducts, flushing mains, fresh water mains, gas valve, fire services installations, fire fighting equipment, fire hydrant, hose reel system, sprinkler system, fire alarm system, emergency generator, emergency lighting system, portable appliances, exit signs, visual fire alarm system, security equipment and facilities, ventilation fans, lights, lightning post, lightning rods, sanitary fittings, refuse disposal equipment, communal aerials, equipment, plant and machinery and other like installations, facilities or services and such additional devices and facilities of the Estate as may at any time be designated as Estate Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed.

"Estate Management Budget" means the budget to be prepared for the Estate more particularly described in Clause 14(a)(i) hereof.

"Estate Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Estate as a whole (except the Residential Units and the Parking Spaces) and in particular the Estate Common Areas

and Facilities but excluding the Residential Development Management Expenses, the Apartment Management Expenses, House Management Expenses and the Car Park Management Expenses as provided herein.

"Estate Rules" means any rules and regulations for the time being regulating the use, occupation and maintenance of the Lot and/or the buildings structures, facilities, services or amenities thereof and the conduct of persons occupying using or visiting the same formulated pursuant to Clause 12(c) which shall include without limitation the Club Rules.

"Fire Safety Management Plan" means the fire safety management plan contained in the fire engineering report for the provision of open kitchens in the Residential Units submitted by the Authorized Person to the Building Authority for the approval of the Approved Building Plans, inter alia, providing open kitchens in the Open Kitchen Units including subsequent variations or amendments thereto from time to time approved or required by the Buildings Department, the Fire Services Department and any other relevant Government departments. A copy of the Fire Safety Management Plan is annexed to this Deed.

"Government" means the Government of the Hong Kong Special Administrative Region of the People's Republic of China and includes all or any of the Government departments.

"Government Grant" means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of the Lot, namely certain Agreement and Conditions of Sale deposited and registered at the Land Registry as New Grant No. 21285 dated the 6th day of September 2011 and made between the First Owner of the one part and the Government of the other part (as the same may be varied or modified from time to time with the consent of the Director of Lands) under which the Owners of the Lot are entitled, subject to the fulfilment of the conditions therein, to the grant of a Government Lease of the Lot for the residue of the term of 50 years commencing from 6th day of September 2011 and includes, as appropriate, the Government Lease deemed to be issued pursuant to Section 14 of the Conveyancing & Property Ordinance (Cap.219).

"Green and Innovative Features" means those green and innovative features shown in the Approved Building Plans, including the Non-enclosed Areas, the non-structural prefabricated external walls, the wider common corridors and lift lobbies and the respective locations thereof are for the purpose of identification shown on the Green and Innovative Feature Plans and marked Plan Nos. 6, 7, 8, 9, 10, 11, 12, 13 and 14 annexed hereto, all inclusive and the accuracy of such plans is certified by the Authorized Person.

"House" means any one of the detached or semi-detached houses (including, for each house, the balcony, flat roof, garden, stairhood and roof thereof, a fire service pump room adjacent to such house at the Basement Floor, and the fire hose reels, fire services inlet and security system located adjacent to the entrance of the garden of each house on the Ground Floor) situated in the House Development intended for residential use in accordance with the Approved Building Plans and any addition or alteration works as approved by the Government (if required) from time to time; and "Houses" shall be construed accordingly.

"House Common Areas" means those parts of the House Development intended for the common use and benefit of the Owners of the Houses as a whole (and not just any particular House) and which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Houses in common with all other Owners and Occupiers of the Houses and shall include but not limited to the portions of the emergency vehicular access road, the Common Greenery Areas within the House Common Areas, soil backfill areas, external walls of the House Development (but excluding the external walls, curtain walls, claddings and finishes of the Houses, the internal surfaces of the concrete walls and fence walls facing the Houses or gardens, glass and metal parapets/balustrade/fences of the Houses, flat roofs, upper roofs, windows, window frames and sealant around window frames forming part of the Houses, the cleaning repair and maintenance responsibility rests with the Owners thereof) and such additional areas of the Estate as may at any time be designated as House Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed which House Common Areas are for the purpose of identification shown and coloured violet on the Common Areas Plan (Basement Floor) and the Common Areas Plan (Ground Floor) and the Common Greenery Areas Plan annexed to this Deed and marked Plan Nos. 1 and 2 and 15 and the accuracy of such plans is certified by the Authorized Person.

"House Common Areas and Facilities" means collectively the House Common Areas and the House Common Facilities.

"House Common Facilities" means all those facilities and installations of the House Development intended for the common use and benefit of the Owners of the Houses as a whole (and not just any particular House) which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Houses in common with all other Owners and Occupiers of the Houses and includes but not limited to the wires, cables, ducts, pipes, drains, and all mechanical and electrical installations and equipment exclusively for the House Development as a whole (and not just any particular House) and such additional devices and facilities of the Estate as may at any time be designated as House Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed. For the avoidance of doubt, those installations made by and belonging to the provider(s) of the telecommunications and broadcasting services (if any) shall not form parts of the House Common Facilities.

"House Development" means those parts of the Estate comprising the Houses and the House Common Areas and Facilities.

"House Management Budget" means the budget to be prepared for the House Development more particularly described in Clause 14(a)(iv) hereof.

"House Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the House Development as a whole (excluding the Houses) and in particular the House Common Areas and Facilities.

"Loading and Unloading Bay" means the loading and unloading area situated on the ground floor of the Estate for the loading and unloading of goods vehicles in connection with the Estate provided in accordance with Special Condition No. (24)(a) of the Government Grant, which for the purpose of identification is described as loading and unloading bay and coloured pink on the Common Areas Plan (Ground Floor) annexed to this Deed and thereon marked Plan No. 2.

"Lot" means all that piece or parcel of ground situate lying and being at Tan Kwai Tsuen Road, Yuen Long, New Territories and is registered in the Land Registry as Lot No. 4309 in Demarcation District No. 124 as delineated and shown coloured pink, pink hatched black, pink cross-hatched black on the plan annexed to the Government Grant.

"maintain" means to repair, uphold, support, rebuild, renew, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace and decorate or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.

"management" means all duties and obligations to be performed and observed by the Manager in relation to the Estate pursuant to the Government Grant or as herein or in any Sub-Deed provided.

"Management Budgets" means collectively the Estate Management Budget, the Residential Development Management Budget, the Apartment Management Budget, the House Management Budget and the Car Park Management Budget.

"Management Charges" means collectively the Management Expenses and the Manager's Fee.

"Management Expenses" means collectively the Estate Management Expenses, the Residential Development Management Expenses, the Apartment Management Expenses, the House Management Expenses and the Car Park Management Expenses.

"management funds" means all monies received, recovered or held by the Manager for the use and benefit of the Estate pursuant to this Deed.

"Management Units" means the units which are allocated to the Units for the purpose of determining the amount of contribution towards the Management Charges as set out in the Fourth Schedule hereto or in a Sub-Deed.

"Manager" means the Manager or any other manager for the time being appointed as manager of the Lot and the Estate pursuant to the provisions of this Deed and in the absence of any such appointment, the Owners' Committee or the Owners' Corporation (when formed) shall act as the Manager.

"Manager's Fee" means the remuneration of the Manager as hereinafter and in any Sub-Deed provided.

"Motor Cycle Parking Spaces" mean those spaces situated on the basement floor of the Estate for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and "Motor Cycle Parking Space" shall be construed accordingly.

"Non-enclosed Areas" mean the balconies and the covered areas underneath balconies of the Residential Units as set out in the Eighth Schedule hereto, the locations of which are for identification purpose respectively shown on the Green and Innovation Feature Plan Nos. 6, 7, 8, 9, 10, 11, 12, 13 and 14 and thereon respectively coloured red and grey and the accuracy of such plans is certified by the Authorized Person, and a "Non-enclosed Area" shall be construed accordingly.

"Occupation Permit" means a temporary or permanent occupation permit issued by the Building Authority in respect of the Estate or any part or parts thereof.

"Occupier" means any person occupying or using a Unit with the consent, express or implied, of an Owner who owns the Unit, including without prejudice to the generality thereof any tenant, any member of the Owner's or tenant's family and any of the Owner's or tenant's servants, agents, invitees and licensees and visitors.

"Open Kitchen Unit" means a Residential Unit, the kitchen of which is of open kitchen design, namely, the kitchen is not separated from the rest of the Residential Unit by full enclosure comprising walls and door. The Open Kitchen Units are set out in Part A of the Sixth Schedule hereto; and "Open Kitchen Units" shall be construed accordingly.

"Owner" means and includes each person in whom for the time being any Undivided Share is vested and is registered as such under the Land Registration Ordinance and every joint tenant or tenant in common of any such Undivided Share and where any such Undivided Share has been assigned or charged by way of mortgage or charge registered in the Land Registry the word Owner shall include both mortgagor or chargor and mortgagee or chargee in possession of such Undivided Share or any mortgagee or chargee who has foreclosed; and "Owners" shall be construed accordingly.

"Owners' Committee" means a committee of the Owners of the Estate established under the provisions of this Deed and, where an Owners' Corporation has been formed, the management committee of the Owners' Corporation.

"Owners' Corporation" means the owners' corporation of the Estate formed in accordance with the provisions of the BMO.

"Parking Spaces" means the Residential Parking Spaces (including the Residential Disabled Parking Space) and the Motor Cycle Parking Spaces and "Parking Space" means any one of them.

"Preserved Trees" mean the existing tree(s), replanted or transplanted tree(s) and/or other tree(s) growing on the Lot or land adjacent thereto required to be preserved in accordance with Special Condition No. (13) of the Government Grant. The Preserved Trees within the gardens of the Residential Units in the Seventh Schedule hereto shall be owned by the respective Owners of those Residential Units wherein they are planted, the responsibility to preserve and maintain each of these Preserved Trees rests with the Owner for the time being of the respective Residential Units wherein the Preserved Tree(s) is or are planted; and "Preserved Tree" shall be construed accordingly.

"Recreational Areas and Facilities" means and includes the recreational areas and facilities ancillary thereto erected constructed and provided by the First Owner for the use of the Owners or Occupiers of the Residential Units and their bona fide visitors for recreational purposes pursuant to Special Condition No.(12) of the Government Grant including but not limited to the Club House and other recreational areas and facilities of the Estate approved by the Director of Lands.

"Residential Development Common Areas" means those parts of the Residential Development intended for the common use and benefit of the Owners of the Residential Units as a whole (and not just any particular Residential Unit) and which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and shall include but not limited to the Visitors' Parking Spaces, the Loading and Unloading Bay, the Recreational Areas and Facilities including but not limited to the Club House (including the external walls and roofs thereof), the Common Greenery Areas within the Residential Development Common Areas, and such additional areas of the Estate as may at any time be designated as Residential Development Common Areas by the First Owner subject to the approval by a resolution of the Owners at an Owners' meeting convened in accordance with the provisions of this Deed, which Residential Development Common Areas are for the purpose of identification shown and coloured pink on the Common Areas Plan (Basement Floor) and the Common Areas Plan (Ground Floor) and the Common Greenery Plan annexed to this Deed and marked Plan Nos. 1, 2 and 15, the accuracy of such plans is certified by the Authorized Person.

"Residential Development Common Areas and Facilities" means collectively the Residential Development Common Areas and Residential Development Common Facilities.

"Residential Development Common Facilities" means all those facilities and installations of the Residential Development intended for the common use and benefit of the Owners of the Residential Units as a whole (and not just any particular Residential Unit) and which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and includes but not limited to charging points and/or controllers (if any) for electric cars and/or hybrid cars for the Visitors' Parking Spaces, the plant equipment and facilities for the Recreational Areas and Facilities, wires, cables, ducts, pipes, drains, fire services installations, security installations and all mechanical and electrical installations and facilities and equipment exclusively for the Residential Development Common Areas and such additional devices and facilities of the Estate as may be approved by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed.

"Residential Development Management Budget" means the budget to be prepared for the Residential Development Common Areas and Facilities more particularly described in Clause 14(a)(ii) hereof.

"Residential Development Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of

the Residential Development as a whole (excluding the Apartment Block and the House Development) and in particular, the Residential Development Common Areas and Facilities.

"Residential Development" means those parts of the Estate comprising the Apartment Flats, the Houses, the Apartment Common Areas and Facilities, the House Common Areas and Facilities and the Residential Development Common Areas and Facilities.

"Residential Disabled Parking Space" means one (1) Disabled Parking Space forming part of the Residential Parking Spaces being Residential Parking Space No. 39.

"Residential Parking Spaces" means those spaces situated in the basement floor of the Estate for the parking of motor vehicles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees (including the Residential Disabled Parking Space), and "Residential Parking Space" shall be construed accordingly. For the avoidance of doubt, Residential Parking Space No. 39 is the Residential Disabled Parking Space.

"Residential Unit" means any one of the Apartment Flats or Houses intended for residential use in accordance with the Approved Building Plans and the Occupation Permit and any addition or alteration works as approved by the Government (if required) from time to time; and "Residential Units" shall be construed accordingly.

"Second Owner's Unit" means all those th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That .

"Slope Maintenance Guidelines" means the guidelines known as "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time).

"Slope Maintenance Manual" means the slope maintenance manual for the Slopes and Retaining Walls prepared in accordance with the Slope Maintenance Guidelines.

"Slopes and Retaining Walls" means the slopes, slope treatment works, retaining walls and/or other structures, within and outside the Lot as shown and coloured brown on the Slope and Retaining Structure Plan annexed to this Deed and marked Plan No. 16 and the accuracy of such plan is certified by the Authorized Person, the maintenance of which is the liability of the Owners under the provisions of the Government Grant and/or this Deed.

"Special Funds" means funds to be established and kept by the Manager in accordance with Clause 19 of this Deed and in the singular means one of the Special Funds.

"Sub-Deed" means a Sub-Deed of Mutual Covenant in respect of any part of the Estate to be entered into pursuant to the provisions of this Deed.

"Transformer Room" means all transformer rooms within the Lot including ventilation system, building services, main walls, cable entry facilities, structures for cable ducts, troughs, raisers, draw pits and meter boards serving the transformer rooms.

"Undivided Shares" means those 244,725 equal undivided parts or shares of and in the Lot and of and in the Estate allocated in accordance with the First Schedule of this Deed or in accordance with any Sub-Deed and "Undivided Share" means any one of the Undivided Shares.

"Unit" means an Apartment Flat or a House or a Parking Space or a part of the Estate of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner and "Units" shall be construed accordingly and "his Unit" in relation to an Owner means the Unit or Units in respect of which that Owner, as between himself and the Owners or Occupiers of other parts of the Estate, has the full and exclusive right and privilege to hold use occupy and enjoy.

"Visitors' Parking Spaces" means all those parking spaces situated on the basement floor of the Estate and shown coloured pink on the Common Areas Plan (Basement Floor) annexed to this Deed and marked Plan No. 1 for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units. For the avoidance of doubt, Visitors' Parking Space No. 6 is a Disabled Parking Space.

"Works and Installations" means all major works and installations in the Estate as set out in Fifth Schedule hereto which will require regular maintenance on a recurrent basis.

"Works and Installations Maintenance Manual" means the maintenance manual for the Works and Installations compiled by the First Owner.

SECTION I

RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed (and the Debenture insofar as it is subsisting) have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Second Owner the whole of the Lot and the Estate together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the Second Owner's Unit assigned to the Second Owner as aforesaid and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the Second Owner by the said Assignment AND SUBJECT TO the provisions of this Deed so far as they are still subsisting.
2. The Second Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the Second Owner's Unit assigned to the Second Owner by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

3. Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy a Unit or any part of the Estate and to receive rents and profits therefrom shall be held by the Owner or Owners from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the SECOND SCHEDULE hereto and the express covenants and provisions herein contained.
4. The Owner or Owners for the time being of each Undivided Share (including the First Owner) 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 so far as the same relate to such Undivided Share held by him or them.
5. Subject to the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such Unit or part or parts of the Estate which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of the Government Grant and this Deed.
6.
 - (a) The right to the exclusive use, occupation and enjoyment of any Unit or part of the Lot and the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall, subject to the Government Grant, not extend to leases or tenancies in respect of any Unit or part of the Lot and the Estate the terms of which (including any renewals thereof) shall not exceed ten (10) years.
 - (b) The right to the exclusive use, occupation and enjoyment of a flat roof, roof, upper roof, garden, Non-enclosed Area shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which the flat roof, roof, garden the Non-enclosed Area is held.
 - (c) The right to the exclusive use, occupation and enjoyment of a Residential Unit shall not be sold, assigned, mortgaged, charged, leased or disposed of except as a whole to the intent that each Residential Unit shall be owned occupied or used as a single residence.
 - (d) The right to the exclusive use, occupation and enjoyment of a Parking Space shall not be sold or assigned except
 - (i) together with Undivided Shares giving the right of the exclusive use and possession of a Residential Unit or Units; or

- (ii) to a person who is already an Owner of Undivided Shares together with the right of the exclusive use possession of a Residential Unit

and Provided that not more than three (3) Parking Spaces shall be sold or assigned to the Owner of any one Residential Unit. For the avoidance of doubt, until sale or assignment, the First Owner may own and hold more than three (3) Parking Spaces.

- (e) No Parking Space shall be let except to a resident of a Residential Unit and Provided that not more than three (3) Parking Spaces shall be let to the resident of any one Residential Unit.
 - (f) The Residential Parking Spaces shall not be used otherwise than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees in accordance with the Government Grant.
 - (g) The Motor Cycle Parking Spaces shall not be used otherwise than for the purpose of parking motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees.
 - (h) The Visitors' Parking Spaces shall not be used otherwise than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units.
7. (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (b) The Owner of any Apartment Flat together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Apartment Common Areas and Facilities and the Residential Development Common Areas and Facilities, for all purposes connected with the proper use and enjoyment of the same.
 - (c) The Owner of any House together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the House Common Areas and Facilities and the Residential Development Common Areas and Facilities, for all purposes connected with the proper use and enjoyment of the same.

- (d) The Owner of any Residential Units together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Visitors' Parking Spaces subject to payment of the Car Park Management Expenses in an appropriate proportion as the Manager may reasonably and properly determine.
- (e) The Owner of any Parking Space together with his tenants, servants, agents, invitees and licensees and person or persons authorised by the Manager shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (f) The right and liberty set out in sub-clauses (a), (b), (c), (d) and (e) above shall be subject to the provisions of this Deed, the rights of the Manager and the Estate Rules relating thereto.

SECTION II

ADDITIONAL RIGHTS OF THE FIRST OWNER

- 8. Each and every Owner covenants with the First Owner (which for the purposes of this Clause shall exclude its successors and assigns) with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Estate and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the sole, absolute and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit and without the consent or concurrence of any other Owners, the Owners' Committee, the Owners' Corporation or the Manager (save as otherwise restricted as in below) to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and conferred upon the First Owner:-
 - (a) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof and any subject matter of approval which had been given or is required from the Director of Lands from time to time in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and to execute any modification letter, no-objection letter, deed of variation or any other modification document(s) in connection therewith in the name of the First Owner alone without the necessity of

joining in any other Owner and any such amendment or variation or modification shall be binding on the Owners Provided That such amendment, variation or modification will not interfere with the Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and from their Units or affect an Owner's right and interest in the Lot and the Estate and Provided That the exercise of the right under this Clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner Provided Further That all costs and expenses involved in the exercise of the rights shall be solely borne by the First Owner.

- (b) The right at any time hereafter subject to the approval of the Director of Lands (if such approval is necessary) and the Building Authority (if required) to change, amend, vary, add to or alter the Approved Building Plans Provided That such change, amendment, variation, addition or alteration will not interfere with the Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and from their Units or affect an Owner's right and interest in the Lot and the Estate and Provided That the exercise of the right under this Clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner and to carry out the construction works in accordance with such amended Approved Building Plans and to do everything necessary therefor or incidental thereto. In exercise of the right under this Clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.
- (c) The right at any time hereafter to enter into any part of the Lot and the Estate (save and except any Unit the exclusive right to the occupation and enjoyment of which has been assigned by the First Owner) whether with or without contractors, servants, agents, workmen, or other persons authorized and with all necessary tools, equipment, plant and materials for the purposes of (i) constructing and completing the construction of the Estate and any other part or parts of the Estate and such other buildings or structures thereon and (ii) carrying out other works in under on or over the Lot and the Estate as it shall require from time to time for the benefit of the Lot and the Estate and may for such purposes carry out all such works in under or over the Lot and the Estate as it may from time to time see fit Provided That (i) the general right to enter the Lot and the Estate under this Clause shall be limited to the time prior to the issuance of the Certificate of Compliance; (ii) in the exercise of such right, the First Owner shall take reasonable steps to ensure that the work shall be carried out expeditiously and with due diligence causing the least disturbance; and (iii) the First Owner shall at its own cost and expense make good any damage that may be caused. The First Owner shall notify the Owners in writing as to the areas or parts of the Lot and the Estate which the Owners may or may not use while such works are being carried out and the Owners shall comply with such notification. The right of the First

Owner to enter into the Lot to carry out such works shall extend equally to all necessary contractors agents workers and other persons authorised by the First Owner.

- (d) The right to enter into one or more Sub-Deed or Sub-Deeds in respect of any part or parts of the Estate exclusively owned by the First Owner without joining in Owners of other parts of the Estate for the purpose including but not limited to sub-allocating Undivided Shares and/or Management Units relating thereto subject to the prior written approval of the Director of Lands to such Sub-Deed(s) being first had been obtained (unless the requirement of approval is waived by the Director of Lands in his absolute discretion) Provided That the provisions of such Sub-Deed(s) shall not contradict the provisions herein nor affect the rights, interests or obligations of any Owner not bound by such Sub-Deed(s) Provided Further That all costs and expenses involved in the exercise of the rights shall be solely borne by the First Owner.
- (e) The right to effect surrenders and/or dedication of any part or parts of the Lot and/or the Estate to the Government either pursuant to the Government Grant or whenever required by the Government so to do and the First Owner shall be at liberty to surrender to the Government or dedicate the same for public use in such form and manner as it shall in its absolute discretion think fit free from any claim or demand of any Owner including but without limitation any claim for compensation Provided That an Owner's right to hold use occupy and enjoy his Unit shall not be interfered with and Provided That his access to and from his Unit will not be impeded or restricted and the right and interest of an Owner in the Lot and the Estate shall not be affected and any consideration received therefor shall be credited to the Special Funds and Provided That the exercise of the right under this Clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner Provided Further That all costs and expenses involved in the exercise of the rights shall be solely borne by the First Owner.
- (f) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures, including, without limitation, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on or within any part or parts of the Common Areas and the right to enter into and upon any part of the Lot and the Estate save and except any of the Units unless the consent of the Owners thereof has been obtained with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do

to any other person on such terms as the First Owner may deem fit PROVIDED ALWAYS THAT the exercise of any of such rights shall not interfere with the exclusive use and enjoyment of the Units which other Owners own and any consideration received therefor shall be credited to the Special Funds.

- (g) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts of the Estate the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Estate Common Areas and Facilities or Residential Development Common Areas and Facilities or Apartment Common Areas and Facilities or House Common Areas and Facilities or Car Park Common Areas and Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas and Facilities or Residential Development Common Areas and Facilities or Apartment Common Areas and Facilities or House Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) shall form part of the Estate Common Areas and Facilities or Residential Development Common Areas and Facilities or Apartment Common Areas and Facilities or House Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Estate Common Areas and Facilities or Residential Development Common Areas and Facilities or Apartment Common Areas and Facilities or House Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) PROVIDED THAT in making such designation and declaration the First Owner shall not interfere with or affect an Owner's exclusive right to hold, use and occupy the Unit which such Owner owns PROVIDED FURTHER THAT no Owner (including the First Owner) and the Manager shall re-convert or re-designate the aforesaid common areas and facilities to his or its own use and benefit.
 - (h) Subject to compliance of Special Condition No. (11) of the Government Grant and in accordance with the terms and conditions that may be imposed on the First Owner, the right to use such areas of the Lot and the Estate as may be approved by the Director of Lands for the purposes of a sales office or show flats and related marketing activities to facilitate the sale of the Units erected to be erected on the Lot Provided that the scale and period of operation of such sales office, and show flats and related marketing activities shall be subject to the prior written consent of the Director of Lands.
9. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner (which for the purposes of this Clause shall exclude its successors and assigns) and each of them jointly and severally to be 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 acts and deeds deliver such 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 8 with the full power of delegation and the Owners hereby further jointly and severally and irrevocably undertake 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 the abovementioned 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 and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

- (b) Every assignment of the Unit shall include a covenant in substantially the following terms: "The Purchaser covenants with the Vendor for itself and as agent for Advance Fame Investments Limited ("the Company" which expression shall exclude its successors assigns 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 Covenanting Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Estate and be enforceable by the Company and its successors and assigns that :-
- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the day of 201 and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
 - (ii) the Covenanting 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 Covenanting Purchaser (and if more than one, each of them jointly and severally) 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 Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the 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 III

MANAGER AND MANAGEMENT CHARGES

- 10. (a) Subject to the provisions of the BMO, the parties hereto have agreed with the Manager for the Manager to undertake the management and maintenance of the Lot and the Estate for an initial term of two (2) years from the date of this Deed and to be continued thereafter Provided That nothing herein shall restrict or prohibit the termination of the appointment of the Manager during such initial term or at any time thereafter under the following circumstances :-
 - (i) resignation of the Manager in accordance with paragraph 6 of Schedule 7 to the BMO; or
 - (ii) prior to the formation of the Owners' Corporation, upon the passing of a resolution by a majority of votes of Owners voting either personally or by proxy and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas) at an Owners' meeting convened for the purpose to remove the Manager without compensation by the Owners' Committee giving to the Manager not less than three (3) calendar months' notice of termination in writing; or

- (iii) in the event that the Manager is wound up or has a receiving order made against it; or
 - (iv) the termination of the Manager's appointment by the Owners' Corporation in accordance with paragraph 7 of Schedule 7 to the BMO.
 - (b) If the Manager's appointment ends for any reason, the Manager shall comply with the obligations as set out in paragraph 8 of Schedule 7 to the BMO.
11. Upon termination of the Manager's employment in whatever manner this may occur, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and the Owners' Committee in such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter into a management agreement with such new manager defining its rights duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Estate be without a responsible duly appointed manager to manage the Estate after the issue of an Occupation Permit covering the same.
12. (a) The Manager's Fee, being the remuneration of the Manager for the performance of its duties hereunder shall not be more than 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee itself and any capital expenditure drawn out of the Special Funds) reasonably and necessarily incurred in the management of the Lot and the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Fee hereunder in advance on the first day of each calendar month. The percentage of total annual Management Expenses against which the Manager's Fee is calculated may be varied with the approval of a resolution passed at a meeting of the Owners convened under this Deed Provided That in calculating the Manager's Fee under this Clause, the Owners may by a resolution of Owners at an Owners' meeting convened under this Deed at its absolute discretion decide to include in such calculation any expenditure of a kind not incurred annually or expenditure drawn out of the Special Funds at the rate of ten per cent (10%) or at such lower rate as the Owners consider appropriate.
- (b) The Manager's Fee as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses, compensation, severance payment and fees for any staff serving the Lot and the Estate exclusively, facilities, accountancy services or other professional supervision for the Lot and the Estate and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder (including but not limited to a

proportionate share of the costs, expenses and charges of the main office overheads attributable to management of the Estate (including any staff, facilities and other sums payable for or in connection with the carrying out of the management duty as reasonably required by the Manager for the exercise of its powers and authorities hereunder)) which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the management funds.

- (c) The Manager shall have power from time to time before the formation of the Owner's Committee and if the Owner's Committee or the Owner's Corporation is formed, then subject to the approval of the Owner's Committee or the Owner's Corporation (as the case may be), to make and amend Estate Rules regulating the use occupation and maintenance of the Lot and/or the Estate or any part thereof and any of the buildings, structures, facilities, services or amenities thereof and the conduct of persons occupying using or visiting the same but the Estate Rules must not be inconsistent with or contravene this Deed, the BMO or the terms of the Government Grant and such Estate Rules shall be binding on all of the Owners of the Estate and their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice board in the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges and such charges shall be credited to the Management Fund.
- 13.
 - (a) In the determination of the total amount of Management Expenses, the Manager shall observe and comply with paragraph 1 of Schedule 7 to the BMO.
 - (b) In respect of each financial year and to enable the Manager to determine the Management Charges payable by the respective Owners, the Manager shall prepare five separate and independent draft annual Management Budgets in accordance with Clause 14 of this Deed setting out the estimated management expenditure of the Lot and the Estate during the financial year Provided That the first draft annual Management Budgets to be prepared by the Manager shall cover the period from the date of this Deed until the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and all subsequent draft annual Management Budgets shall be prepared by the Manager at least 1 month prior to the commencement of the financial year and such subsequent draft annual Management Budgets (other than the first draft annual Management Budgets) shall be prepared in consultation with the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
 - (c) The Management Expenses shall cover all expenditure which is to be necessarily and reasonably incurred for the benefit of all Owners or required for the management and

maintenance of the Lot and the Estate and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses:-

- (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof;
- (ii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
- (iii) the remuneration and related expenses for the provision of security guard services for the Lot and the Estate and the cost (including but not limited to salaries, bonuses, compensation as required by laws, and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, gardeners and such other staff to manage and administer the Lot and the Estate and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
- (iv) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes water mains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Grant;
- (v) the Government rent of the Lot payable under the Government Grant Provided only if no apportionment or separate assessments have been made for individual Units and the Manager decides, in its discretion, that the same shall be included as part of the management expenditure and the rent (if any) in respect of the Common Areas and Facilities;
- (vi) the expenses of refuse collection, storage and disposal in respect of the Lot and the Estate and the Common Areas and Facilities;
- (vii) the premia for insurance of the Common Areas and Facilities against damage by fire and/or such other perils up to the full new reinstatement value thereof and insurance against third party or public liability or occupiers' liability and employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (viii) a reasonable sum for contingencies;

- (ix) legal and accounting and surveying fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided by this Deed;
- (x) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;
- (xi) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided However That any tax payable on the Manager's Fee shall be borne and paid by the Manager;
- (xii) the cost of inspecting, repairing and maintaining the Slopes and Retaining Walls the maintenance of which is the liability of the Owners under the Government Grant or this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual;
- (xiii) the licence fees (if any) payable to the Government for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Lot;
- (xiv) any other costs, charges and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any Sub-Deeds in respect of any part or parts of the Lot and the Estate;
- (xv) the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas and landscaped works within the Common Greenery Areas or on the Common Areas and Facilities in accordance with the approved landscape plan approved by the Director (save that any Preserved Tree within a garden of a Residential Unit shall be preserved and maintained by the Owner of his Residential Unit at his own cost);
- (xvi) all costs and expenses incurred in connection with the environmental control and protection in respect of the Lot and the Estate and the Common Areas and Facilities;
- (xvii) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such proportionate part thereof and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Lot and the Estate as well as any other lands, developments and buildings in a fair and reasonable manner having regard to the relevant circumstances.

14. (a) The Manager shall prepare the following five separate and independent budgets showing the total management expenditure of the Estate for the ensuing year in consultation with the Owner's Committee except the first year:-
- (i) the Estate Management Budget which shall show the estimated Estate Management Expenses and an appropriate proportion of the Manager's Fee;
 - (ii) the Residential Development Management Budget which shall show the estimated Residential Development Management Expenses and an appropriate proportion of the Manager's Fee;
 - (iii) the Apartment Management Budget which shall show (aa) the estimated Apartment Management Expenses and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Apartment Flats bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto and (cc) a due proportion of the expenditure in accordance with the Residential Development Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Apartment Flats bears to the total number of Management Units allocated to the Apartment Flats and the Houses as specified in the Fourth Schedule hereto and (dd) an appropriate proportion of the Manager's Fee;
 - (iv) the House Management Budget which shall show (aa) the estimated House Management Expenses and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Houses bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto and (cc) a due proportion of the expenditure in accordance with the Residential Development Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Houses bears to the total number of Management Units allocated to the Apartment Flats and the Houses as specified in the Fourth Schedule hereto (dd) an appropriate proportion of the Manager's Fee; and
 - (v) the Car Park Management Budget which shall show (aa) the estimated Car Park Management Expenses and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to all the Parking Spaces bears to the total number of Management Units allocated to the

Estate as specified in the Fourth Schedule hereto and (cc) an appropriate proportion of the Manager's Fee.

- (b) For the avoidance of doubt it is expressly agreed and declared that each of the above Estate Management Budget, Residential Development Management Budget, Apartment Management Budget, House Management Budget and Car Park Management Budget shall be treated as completely separate and independent to the intent that any surplus or deficit in one account shall not be taken into account in any other account.
 - (c) In relation to any contract for the procurement of any supplies, goods or services, the Manager and the Owners' Committee shall observe and comply with paragraph 5 of Schedule 7 to the BMO.
15. (a) Each Owner (including the First Owner) shall be personally liable to contribute towards the Management Charges whether or not his Unit or Units are vacant or occupied and whether or not such Unit or Units have been let or leased to a tenant or is occupied by the Owner himself or any other person Provided Always That no Owner may be called upon to pay more than his appropriate share of the Management Charges, having regard to the number of the Management Units allocated to his Unit. For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make payments and contributions towards the Management Charges shall in no way be reduced by reason of the fact that any of the Unit(s) remain unsold and that the First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold.
- (b) The amount of the monthly or other contributions payable by each Owner to the relevant annual budget shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid in the following manner :-
- (i) The Owner of each Apartment Flat shall pay in advance on the first day of each calendar month 1/12 of the due proportion of the annual expenditure in accordance with the Apartment Management Budget (hereinafter called "the Advance Payment") which due proportion shall be the same proportion as the number of Management Units allocated to his Apartment Flat bears to the total number of Management Units allocated to all the Apartment Flats as specified in the Fourth Schedule hereto.
 - (ii) The Owner of each House shall pay in advance on the first day of each calendar month 1/12 of the due proportion of the annual expenditure in accordance with the House Management Budget (hereinafter called "the Advance Payment") which due proportion shall be the same proportion as the number of Management Units allocated to his House bears to the total number of

Management Units allocated to all the Houses as specified in the Fourth Schedule hereto.

- (iii) The Owner of each Parking Space shall pay in advance on the first day of each calendar month 1/12 of the due proportion of the annual expenditure in accordance with the Car Park Management Budget (hereinafter called "the Advance Payment") which due proportion shall be the same proportion as the number of Management Units allocated to his Parking Space bears to the total number of Management Units allocated to all the Parking Spaces as specified in the Fourth Schedule hereto.

PROVIDED ALWAYS THAT :-

- (iv) where at any time any budgets prepared by the Manager are revised as hereinafter provided there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year;
 - (v) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment by that Owner for the last month of the preceding financial year.
- (c) The Manager shall keep separate management accounts for the Apartment Flats, the Houses, the Residential Development Common Areas and Facilities, the Parking Spaces and the Estate respectively.
 - (d) Notwithstanding anything herein contained, where the Manager or the Owners' Corporation acquires Undivided Share(s) relating to the Common Areas and Facilities as trustee for all the Owners pursuant to this Deed, no Management Charges is payable for such Undivided Share(s) relating to the Common Areas and Facilities.
16. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that financial year, the Manager may, by following such procedures as set out in paragraph 1(2) and (4) of Schedule 7 to the BMO, prepare a revised budget and may determine additional contributions payable by each Owner which may be rendered necessary by the

adoption of such revised budget and may exercise all the powers conferred by this Deed in respect of such additional contributions. The Manager may recoup such deficiency by increased monthly instalments save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require. Revision of budget shall not take effect until after 3 months following the effective date of the budget for the then current financial year.

- (b) In the event of a surplus of income over expenditure for a financial year, the surplus shall be treated as an income for the following financial year.

17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-

- (a) any sum attributable or relating to the cost of completing the construction of the Estate or any part thereof which sum shall be borne solely by the First Owner;
- (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof;
- (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof;
- (d) the expenses for painting, treating, whitewashing, retiling, repair and maintenance of the external walls, fixtures and fittings, windows and doors of any House, the internal surface of the concrete walls and fence walls facing the House or gardens, the glass and metal parapets, balustrade and fences of the Non-enclosed Areas and the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities shall be borne solely by the Owner or Owners for the time being of the respective Houses;
- (e) the expenses for cleaning, repair and maintenance of the interior of the walls (including curtain walls), fixtures and fittings, openable windows, window frames and doors of any Apartment Flats, the internal surface of the concrete walls and fence walls facing the Apartment Flats or gardens, the glass and metal parapets, balustrade and fences of the Non-enclosed Areas and the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities shall be borne solely by the Owner or Owners for the time being of the respective Apartment Flats.

18. Where any expenditure relates solely to or is solely for the benefit of the Apartment Block or the House Development or the Residential Development or the Car Park or any Open Kitchen Unit(s) or any Unit(s) then the full amount of such expenditure shall be borne by the Owners of the Apartment Block or the House Development or the Residential Units or the Car Park or the Owner(s) of such Open Kitchen Unit(s) or Unit(s), as the case may be.
19. (a) The Manager shall establish and maintain five separate special funds respectively for the Estate Common Areas and Facilities, the Residential Development Common Areas and Facilities, the Apartment Common Areas and Facilities, the House Common Areas and Facilities and the Car Park Common Areas and Facilities (hereinafter called "the Special Funds") to meet expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually including but not limited to expenses for the renovation, improvement and repair of the Estate Common Areas and Facilities, the Residential Development Common Areas and Facilities, the Apartment Common Areas and Facilities, the House Common Areas and Facilities and the Car Park Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Estate Common Areas and Facilities, the Residential Development Common Areas and Facilities, the Apartment Common Areas and Facilities, the House Common Areas and Facilities and the Car Park Common Areas and Facilities respectively and the costs of the relevant investigation works and professional services but not for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate. It is hereby agreed and declared that each of the Special Funds shall be a trust fund managed by the Manager, but all sums in such funds shall be the property of the relevant Owners. For the avoidance of doubt, it is expressly declared that the above five Special Funds shall be treated as completely separate and independent funds so that any surplus or deficit in one fund shall not be taken into account in the other funds.
- (b) Except where the First Owner has made payments in accordance with Sub-clause (c) below, each Owner shall upon taking up the assignment of his Undivided Share(s) from the First Owner deposit with the Manager a sum equivalent to two (2) months of his monthly contribution to the Management Charges based on the first annual Management Budgets as an initial contribution to all the relevant Special Fund(s).
- (c) The First Owner shall in respect of any Units which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s), whichever is the later, deposit with the Manager a sum equivalent to two (2) months of its monthly contribution to the Management Charges based on the first annual Management Budgets as an initial contribution to the relevant Special Fund(s) in respect of such unsold Unit(s).

- (d) Each Owner hereby covenants with the other Owners to make further periodic contributions to the relevant Special Fund(s) and the amount(s) to be contributed in each financial year and the time when those contributions will be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
 - (e) The Manager shall observe and comply with the obligations as set out in paragraphs 4(3), 4(3A), 4(3B) and 4(4) of Schedule 7 to the BMO in relation to the opening and maintenance of bank accounts, the display of evidence of any account so opened and maintained and the payment of all money received by it in respect of the Special Funds into such accounts.
 - (f) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the relevant Special Fund(s) unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
 - (g) The payments made by the Owners (including the First Owner) towards the Special Funds are neither refundable to any Owner by the Manager nor transferable to any new Owner.
20. (a) Except where the First Owner has made payments in accordance with Sub-clause (b) below, the Owner of each Unit shall upon taking up the assignment of his Undivided Shares from the First Owner :-
- (i) pay to the Manager a sum equivalent to two (2) months of such Owner's monthly contribution to the Management Charges based on the first annual Management Budgets as payment in advance of monthly contribution to the Management Charges of his Unit(s);
 - (ii) deposit with the Manager as security deposit for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable by him in respect of his Unit(s) based on the first annual Management Budgets which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed and which deposit shall be transferable;
 - (iii) pay to the Manager a sum equivalent to one (1) month of the Owner's monthly contribution to the Management Charges based on the first annual Management Budgets in respect of each Residential Unit owned by such Owner for defraying the initial outgoings and expenses of the Estate and the removal of debris which sum shall not be refundable Provided That any part of such

sum not used for the aforesaid purpose shall be paid into the relevant Special Fund;

- (iv) pay to the Manager a sum equivalent to two (2) months of his monthly contribution to the Management Charges based on the first annual Management Budgets as an initial contribution to all the relevant Special Fund(s) as provided in clause 19(b); and
- (v) pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been paid or will be paid by the Manager to the relevant utility companies, such due proportion of the deposits shall be transferrable.

Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set-off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 3 times the then current monthly contribution to the Management Charges payable in respect of the Unit(s) which he owns.

- (b) The First Owner shall in respect of any Unit(s) which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s), whichever is the later :-
 - (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable in respect of such unsold Unit(s) based on the first annual Management Budgets which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferrable; and
 - (ii) pay to the Manager a sum equivalent to one (1) month of the Owner's monthly contribution to the Management Charges based on the first annual Management Budgets in respect of each Residential Unit for defraying the initial outgoings and expenses of the Estate and the removal of debris which sum shall not be refundable Provided That any part of sum not used for the aforesaid purpose shall be paid into the relevant Special Fund;

For the avoidance of doubt, the First Owner shall be entitled to recover the aforesaid deposit paid under sub-clause (i) from its assignees of the said unsold Units.

- (c) The Owner of each Residential Unit shall, at least three working days prior to the commencement of any decoration and/or fitting out work of any kind or nature in, to or in relation to his Residential Unit, submit his written decoration application to the Manager and pay to the Manager the sum of HK\$10,000.00 in respect of each Apartment Flat or HK\$30,000.00 in respect of each House (as the case may be) owned by such Owner as decoration deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the decoration and fitting out of or the delivery of furniture items to his Residential Unit, the amount of the decoration deposit shall be subject to review and revision by the Manager from time to time. Such costs shall be reasonably fixed by the Manager whose decision shall be final and binding upon the Owner. If the Owner fails to pay on demand the said costs or any part thereof, the Manager shall have the power to apply the said deposit towards such costs and to further recover any deficit from the Owner. Upon completion of the decoration and fitting out work of and the delivery of furniture items to his Residential Unit, if the Owner receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall at the request of the Owner refund the decoration deposit but without interest.
 - (d) Each Owner shall, forthwith on demand by the Manager, pay to the Manager such amount as may be necessary to increase his deposit paid pursuant to Clause 20(a)(ii) to a sum equivalent to 25% of any subsequent current year's annual budgeted Management Charges attributable to his Unit.
21. All outgoings including the Management Charges and the Government rent payable in respect of a Unit up to and inclusive of the date of the assignment of such Unit to an Owner (if any) shall be borne and paid by the First Owner. An Owner shall not be required to make payment to or reimburse the First Owner for such outgoings.
22. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion :-
- (a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, Provided That such charge shall form part of the Special Funds.
 - (b) To charge the Owner concerned a reasonable sum as consideration for granting and processing any consent required from the Manager pursuant to this Deed Provided That such consideration shall form part of the Special Funds.

23. (a) The Manager may charge and collect from Owners, licensees, tenants and other Occupiers for the use of the Common Areas and Facilities or any part thereof such sum or sums not otherwise required to pay as the Manager shall in his absolute discretion determine and such sum or sums collected shall form part of the Special Funds.
- (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 Estate Rules shall form part of the Special Funds.
24. If any Owner shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager :-
- (a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and
- (b) A collection charge of an amount not exceeding 10% of the amount due (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.
- Provided That all monies paid to the Manager by way of interest or collection charge shall form part of the Special Funds.
25. All amounts which become payable by any Owner in accordance with the provisions of this Deed or any relevant Sub-Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and any relevant Sub-Deed and legal costs and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager. In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the other Owners as a whole and no Owner sued under the provisions of this Deed or any relevant Sub-Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.
26. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed and any relevant Sub-Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed and any relevant Sub-Deed within 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 aforesaid together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs as aforesaid and in registering the charge hereinafter referred to shall

stand charged on the Undivided Share or Shares of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a memorial of such charge in the Land Registry against the Undivided Share or Shares of such defaulting Owner. 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.

27. Any charge registered under or in accordance with Clause 26 of this Deed 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 such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Lot and the Estate held therewith and the provisions of Clause 25 of this Deed shall apply equally to any such action.
28. 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 Lot and the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and any relevant Sub-Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.
29. Subject to Clause 60 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 Lot and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Estate and any surplus thereof shall form part of the Special Funds.
30. 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 this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.
31. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed and those by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank.
32. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Estate 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(s) paid under

this Deed and his contributions towards the relevant Special Fund(s) paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clause 20(a)(ii), (a)(v) and (b)(i) may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED THAT upon the Lot 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 60 of this Deed, 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 proportion to their Management Units.

33. The first financial year for the purpose of management of the Lot and the Estate or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and thereafter the subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of such years PROVIDED THAT the Manager shall have the right to change the financial year at any time but the financial year may not be changed more than once in every 5 years unless that change is previously approved by a resolution of the Owners' Committee (if the same has been established) upon giving notice published in the public notice boards of the Estate.
34. The Manager shall observe and comply with paragraph 3 of Schedule 7 to the BMO in relation to bank account(s) in respect of the management of the Estate.
35. The Manager shall observe and comply with paragraph 2 of Schedule 7 to the BMO in relation to keeping of accounts.
36. Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.
37. Subject to the BMO and the provisions of this Deed, each Owner hereby irrevocably APPOINTS the Manager as agent with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority but subject to the provisions of the BMO to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular the following 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;
- (b) To take all steps necessary or expedient for complying with the Government Grant and any government requirements concerning the Lot and the Estate or any part thereof;
- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured to the full reinstatement value the Common Areas and Facilities or (as the Manager considers appropriate) to effect block insurance of the entire Estate as comprehensively as reasonably possible and in particular against loss or damage by fire or such other perils as the Manager shall deem fit, and in respect of public liability and/or occupiers liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Lot and the Estate 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 Estate 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;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Estate;
- (e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities and to keep the same well-lighted;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Estate and those parts of the external walls which form parts of the Common Areas, elevations, facade, canopies, architectural fixtures and fittings thereof but excluding windows and window frames except those situate in the Common Areas and Facilities PROVIDED HOWEVER THAT in respect of the Estate the Manager shall have the power at the expense of the Owner concerned to replace broken window glass or ancillary fixtures if any such shall be broken and remain unreplaced for 7 days (except in the case of emergency) after the Manager shall have served a notice on the Owner or Occupier of the part of the Estate concerned requiring him to replace the same PROVIDED FURTHER THAT at the request in writing of the Owners of the Houses and if the Manager sees fit to do so, the Manager shall have power to organise and assist the Owners of such Houses to arrange painting whitewashing treating tiling, repair and/or maintenance of the external walls of such Houses at the costs and expenses of the Owners of such Houses;
- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities and to landscape, plant with trees and shrubs, flowers, bushes,

grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same and (where applicable) in accordance with the landscaping plan approved under Special Condition (14)(c) of the Government Grant;

- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee (if formed) to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable and to keep the lifts in the Common Areas and 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;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land 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 Lot or the Estate 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;
- (l) To paint, white-wash, tile, repair, replace or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any broken glass in the Common Areas and Facilities;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Lot and the Estate or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and the Estate and arrange for its disposal at such regular intervals and to maintain in or off the Lot and the Estate refuse collection facilities to the satisfaction of the relevant Government authorities;
- (p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (q) If the Manager shall in its discretion deem fit to operate or contract for the operation of the shuttle bus services for the use and benefit of the Owners and residents for the time being of the Lot and the Estate and during such times and at such intervals and to such

destinations as the Manager may agree with the Owners' Committee and the Owners' Corporation if formed and to charge the users of the shuttle bus services such fares as the Manager may agree with the Owners' Committee and the Owners' Corporation if formed and to terminate and/or suspend such shuttle bus services at any time or times as the Manager may agree with the Owners' Committee and the Owners' Corporation if formed;

- (r) 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 Lot and the Estate or any part thereof;
- (s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Lot and the Estate at all times;
- (t) To lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system which serve the Estate;
- (u) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Lot and the Estate or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant or this Deed and to demand and recover on a full indemnity basis from the Owner or person 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 damage caused thereby to the satisfaction of the Manager;
- (v) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Estate of all legal proceedings relating to the Lot and the Estate (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent 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;

- (w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Estate in any manner in contravention of the Government Grant, the Occupation Permit or this Deed;
- (x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate any provisions of the Government Grant or this Deed;
- (y) To prevent any person from detrimentally altering or injuring any part or parts of the Lot and the Estate or any of the Common Areas and Facilities thereof;
- (z) To prevent any person from overloading the floors or lifts of the Estate or any part or parts thereof;
- (aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate;
- (ab) To have the sole right to represent all the Owners 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 management of the Lot and the Estate as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (ac) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management and maintenance of the Lot and the Estate and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Estate, Provided That where any major contract involves sums in excess of HK\$200,000.00 (or such other sum as the Secretary for Home Affairs may specify in the Gazette) or any average annual expenditure of more than 20% of the total amount of the relevant annual management budget (or such other percentage as the Secretary for Home Affairs may specify in the Gazette), whichever is the lesser, such major contract shall be awarded in accordance with the provisions in Clause 14(c) above;
- (ad) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant and this Deed and any relevant Sub-Deed and the Estate Rules 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;

- (ae) To take necessary action to require that all Owners or Occupiers of any part of the Estate maintain the Units owned or occupied by them in a proper and satisfactory manner, keep the Non-enclosed Areas non-enclosed and maintain the Preserved Tree(s) in the gardens (if any) in good healthy condition and if there be any default on the part of any such Owners or Occupiers and such default continues after notice has been given by the Manager to such Owners or Occupiers, at the discretion of the Manager, to put in hand, as the Manager may see fit, any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupiers or to report the default to the competent authorities;
- (af) To charge the Owners for the temporary or permanent use of electricity, water or other utilities, services or facilities supplied by the Manager and for the collection and removal of fitting out or decoration debris Provided That such charges shall form part of the Special Funds and be applied towards the management and maintenance of the Lot and the Estate;
- (ag) To charge the Owners for all costs and consultants' fee reasonably and necessarily incurred in approving any plans submitted for approval by the Manager where such submission of plans and approval thereto are required under the provisions of this Deed;
- (ah) To charge the Owners for all costs and consultant's fees incurred in granting any consent required from the Manager in accordance with the provisions of this Deed;
- (ai) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Estate;
- (aj) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed, may but shall not be bound to enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Estate including any Residential Unit for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak Provided that in carrying out such work, the Manager shall ensure that the least disturbance is caused and shall, at its own cost and expense, repair any damage caused thereby Provided Further that the Manager shall be liable for negligence or wilful or criminal acts of the Manager, his employees and contractors;
- (ak) To enter with or without workmen at all reasonable times on written notice (except in case of emergency) into and upon the garden areas or flat roofs (if any) or roofs (if any)

forming part or parts of a Residential Unit and to lay, maintain, alter, repair or remove any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and to erect thereon scaffolding platform and other equipment for repairing or maintaining such plumbing and drainage facilities or other services and facilities or any part of the Estate Provided that in carrying out such work, the Manager shall ensure that the least disturbance is caused and shall, at its own cost and expense, repair any damage caused thereby Provided Further that the Manager shall be liable for negligence or wilful or criminal acts of the Manager, his employees and contractors;

- (al) To forbid any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained whether or not such Owner occupies such Unit, his tenants and licensees the use of the Common Areas and Facilities until such default is rectified Provided That such Owner's right of access to and from such Unit and the passage of water, gas, drainage, electricity, telecommunications and other utilities to and from such Unit shall not be interrupted;
- (am) To post the address of the Unit of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Estate;
- (an) To ensure that no hawkers shall carry on business on any part of the Lot or the Estate and remove any hawker found to be so doing and to post up and display notices to the effect that hawking is prohibited on the Lot and the Estate prominently near all entrances of the Lot and the Estate;
- (ao) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if any), to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot 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 or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and PROVIDED FURTHER THAT any income therefrom shall be credited to the management funds;
- (ap) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if any), 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 Lot and the Estate which the Manager shall reasonably deem

appropriate PROVIDED THAT any income therefrom shall be credited to the management funds;

- (aq) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (ar) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate as a whole;
- (as) Subject to the prior approval of the Owner's Committee or the Owner's Incorporation (if any) 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 in its reasonable discretion think fit or consider appropriate PROVIDED THAT:-
 - (i) all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed and any relevant Sub-Deed;
 - (ii) the terms and conditions of the Government Grant and this Deed are not contravened;
 - (iii) an Owner's right to the exclusive use occupation and enjoyment of his Unit is not interfered with; and
 - (iv) an Owner's access to and from his Unit is not impeded or restricted;
- (at) To remove any dogs, cats or other animals or fowls from the Lot and the Estate if the same are brought into the Lot and the Estate and has been the cause of reasonable complaint (in the sole discretion of the Manager) by at least 4 Owners or Occupiers of any Unit;
- (au) To provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Estate as the Manager shall in its sole discretion consider desirable;
- (av) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any), to make, revoke or amend the Estate Rules as it shall deem appropriate which shall not be inconsistent with this Deed;
- (aw) Subject as otherwise provided in this Deed to give or withhold its written consent or approval (such consent or approval not to be unreasonably withheld) to anything which requires its written consent or approval pursuant to this Deed or any relevant

Sub-Deed or the Estate Rules and to impose reasonable conditions or additional conditions relating thereto and where any consent or approval is required from the Manager by an Owner, the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent and such fee shall be credited to the Special Funds;

- (ax) To do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Lot and the Estate for the better enjoyment or use of the Lot and the Estate by its Owners Occupiers and their licensees;
- (ay) 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;
- (az) Subject to the prior 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 consider appropriate PROVIDED THAT:-
 - (i) the terms and conditions of the Government Grant and this Deed are not contravened;
 - (ii) an Owner's right to the exclusive use occupation and enjoyment of his Unit is not interfered with; and
 - (iii) an Owner's access to and from his Unit is not impeded or restricted;
- (ba) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities, to remove or evict any person thereon who fails to comply with or is in breach of any Estate Rules relating to such facilities and to exclude any person who has been in persistent breach of such Estate Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate;
- (bb) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers;
- (bc) Subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external wall, any roof, flat roof upper roof and/or balcony scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of

the Estate Provided That the Manager shall make good any damage caused thereby and shall ensure that the least disturbance is caused;

- (bd) To repair and maintain the drains and channels and drainage system whether within or outside the Lot and whether or not serving the Estate which is required to be maintained pursuant to the Government Grant;
- (be) To engage qualified personnel to inspect keep and maintain the Slopes and Retaining Walls in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance Provided That the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager is unable to collect the costs of the required works from all Owners pursuant to the terms of this Deed;
- (bf) To engage qualified personnel to inspect or carry out a structural survey of the Lot and the Estate or any part thereof including the drains and channels within or outside the Lot serving the Estate as and when the Manager deems necessary or desirable;
- (bg) At the request of the Owners' Corporation, to give to the Owners' Corporation the management of the Lot and the Estate free of costs and to assign the Undivided Shares relating to the Common Areas and Facilities as well as the Common Areas and Facilities to the Owners' Corporation, without consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares as well as the Common Areas and Facilities shall be held by the Owners' Corporation as trustee for all the Owners;
- (bh) To forbid any Owner of the Residential Units who defaults in payment of any amounts due from him under the provisions of this Deed or any relevant Sub-Deed or otherwise fails to observe or perform any of the terms and conditions herein contained and his tenants and licensees the use of the Recreational Areas and Facilities until such default is rectified;
- (bi) To charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit Provided That all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Recreational Areas and Facilities;

- (bj) To manage, maintain, control and regulate the use of the charging points and/or controllers (if any) for electric cars and/or hybrid cars and to charge users thereof such fees as the Manager shall determine Provided That all fees shall be paid to the management funds;
- (bk) To manage, maintain and control the parking of vehicles in the Common Areas and to remove any motor vehicles parked in any area not reserved for parking or motor vehicle parked in any space without the permission of the Manager;
- (bl) To manage, maintain, control and regulate the use of the Loading and Unloading Bay and the Visitors' Parking Spaces and to charge users thereof such fees as the Manager shall determine Provided That all fees shall be paid to the relevant management funds;
- (bm) To impound and/or remove any vehicle parked anywhere on or in the Common Areas not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed and any relevant Sub-Deed or any Estate Rules or which owner has defaulted in paying parking fees and any damage caused to such vehicles during or as a consequence of such impoundment or removal shall be the sole responsibility of the Owner thereof;
- (bn) To impose charges for any such impoundment or removal 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 Provided That all such charges, penalties and parking fees shall be paid to the management funds;
- (bo) To keep and maintain the Common Greenery Areas and not to use the same for any other purpose without the prior written consent of the Building Authority and the Director of Lands and to use reasonable endeavours to require each of the Owners with Preserved Tree(s) in the garden of his Residential Unit to keep and maintain the Preserved Tree in good and healthy condition and if an Owner is found to be in breach of his obligation to keep and maintain the Preserved Tree in his garden in good condition, at the discretion of the Manager, to serve notice in writing on the Owner and/or Occupier to take immediate remedial steps to remedy such breach and/or to report the default of such Owner to the Director of Lands;
- (bp) To organize any activities as the Manager may consider appropriate to promote the concept of green life and the environmental awareness of the Owners and Occupiers and to encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;
- (bq) To provide reasonable occupational health and safety equipment / facilities to the management staff of the Estate and contractors recruited or employed by the Manager;

- (br) To organise the fire drills and take necessary steps relating to maintenance, staff training, fire action, fire service intervention and fire prevention as set out in the Fire Safety Management Plan and other fire safety measures as are required to be taken thereunder from time to time;
- (bs) To prevent any person or persons from using the guard house, the office accommodation for watchmen and management staff, the quarters for watchmen and caretakers and the Owners' Corporation office, which form part of the Estate Common Areas from being used for any purposes other than as designed under the Approved Building Plans and in accordance with the terms and conditions of the Government Grant;
- (bt) To upkeep and maintain the Transformer Room in accordance with the provisions and maintenance responsibilities stipulated in the Code of Practice 101 for Distribution Substation Design Version 9.1 issued by CLP Power Hong Kong Limited and any amendment thereto; and
- (bu) To do all such other things as are reasonably incidental to the management of the Lot and the Estate.

PROVIDED THAT except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the duties and powers of the Manager under this Clause shall not extend to those which relate to the effecting of any improvements to any facilities or services which involves an expenditure in excess of 10% of the current annual Management Budgets.

38. The Manager shall have power to enter with or without workmen at all reasonable times on prior reasonable written notice (except in the case of emergency) into all parts of the Lot and the Estate including any Unit for the purposes of carrying out necessary repairs to the Estate or abating any hazard or nuisance which does or may affect the Common Areas or any part thereof or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed and any relevant Sub-Deed Provided That the Manager shall cause as little disturbance as possible when carrying out such works and forthwith at his own costs and expense make good any damage caused thereby and at its own costs and expense be responsible for negligent, wilful or criminal acts of the Manager its staff or contractors and without limiting the generality of the foregoing, the Manager shall have power on prior reasonable notice (except in case of emergency) to enter and access to all parts of the garden, roofs, flat roofs and related parapets (if any and forming part of any Unit) with or without workmen or equipment for the purpose of cleaning, painting, repairing and maintaining the windows and the external walls including roof features of the Estate including without limitation, the right to affix gondolas (if required) for the aforesaid purposes.

39. The Common Areas and Facilities shall be under the exclusive control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof Subject to the provisions of the Government Grant and this Deed and any relevant Sub-Deed Provided That the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him.
40. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.
41. (a) The Manager shall have power from time to time (whether before or after the formation of the Owners' Committee) with the approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any) to make, revoke and amend Estate Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Estate and the Common Areas and Facilities or any part or parts thereof, the protection of the environment of the Estate and the implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection 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 Estate Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges, which shall form part of the management funds.
- (b) Such Estate Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed, the BMO and the conditions of the Government Grant and shall not in any way conflict with such terms and conditions, the BMO and the conditions of the Government Grant. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed and any Sub-Deed, the BMO or the conditions of the Government Grant, the terms and conditions of this Deed and the Sub-Deed, the BMO and the conditions of the Government Grant shall prevail.
- (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 Estate Rules or non-observance thereof by any third party.
42. Without prejudice to the Manager's duties under this Deed, the Manager shall have the right to appoint or employ agents or managers or sub-managers whose business is that of estate management for or in connection with the management, maintenance, operation and control of

the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit Provided That the Manager shall not transfer or assign its rights and obligations under this Deed to any such third parties and such third parties shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the Estate (including any part thereof) in accordance with the provisions of this Deed.

SECTION IV

EXCLUSIONS AND INDEMNITIES

43. The Manager, its employees, servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager, its employees, servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid (not being an act or omission involving criminal liability or dishonesty or negligence or carelessness on the part of the Manager, its employees, servants, agents or contractors) and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of
- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
 - (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Lot and the Estate, or
 - (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Lot and the Estate, or
 - (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
 - (e) theft, burglary or robbery within the Lot and the Estate;

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

44. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and Occupiers for the time being against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any Occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the overflow of water or spread of fire therefrom and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Lot and the Estate 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 this Deed or any relevant Sub-Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers for which the Manager is not empowered by this Deed or any relevant Sub-Deed or for which the Manager has elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION V

OWNERS' COMMITTEE

45. As soon as possible but in any event not later than nine (9) months from the date hereof, the Manager shall call a first meeting of the Owners, the purpose of which is to establish an Owners' Committee and to elect a chairman thereof and the members of the Owners' Committee or appoint a management committee for the purpose of forming an Owners' Corporation under the BMO. The number of members of the Owners' Committee shall be as determined by the Owners from time to time by resolution at a meeting of the Owners.
46. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once in every period of 3 months and the functions of the Owners' Committee shall be limited to 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 draft annual Management Budgets, annual Management Budgets and revised Management Budgets prepared by the Manager;
 - (d) the approval of the Estate Rules made from time to time by the Manager and any amendment or revocation thereof;

- (e) the liaising with the Manager in respect of all matters concerning the management of the Lot and the Estate;
- (f) to convene meetings of all the Owners;
- (g) to act as the Manager during such period as no Manager is appointed;
- (h) the appointment of accountants for audit of the annual accounts prepared by the Manager; and
- (i) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed or the BMO.

47. The following persons shall be eligible for membership of the Owners' Committee :-

- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
- (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
- (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
- (d) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below 3 and where the number is reduced to only 3 the quorum for its meeting shall be 3 Provided That if the number is reduced below 3, the remaining member(s) of the Owners' Committee may act for the purpose only of electing other member(s) of the Owners' Committee.
- (e) A member of the Owners' Committee appointed by the Owners may be removed from office by notice to that effect to the Owners' Committee by those Owners who have the right to appoint him and another person appointed in his place.

48. A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until :-

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

- (b) In the case of an elected member 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) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
- (f) He resides abroad; or
- (g) He ceases to be an Owner of Undivided Shares.

In any of the events provided for in Sub-clauses (a), (c), (d), (f) or (g) above, the Manager may convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created if the member concerned is an elected member, or the Owners who are entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member.

- 49. The provisions of Schedule 8 to the BMO in relation to meetings of the Owners Committee shall be applicable and incorporated in and form part of this Deed.
- 50. The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing :-
 - (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
 - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
 - (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

Provided That no such rules or regulations shall be contrary to or inconsistent with the provisions of the BMO, this Deed or any Sub-Deed.

- 51. The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative shall, but only in the absence of the secretary to the Owners' Committee and no member of the Owners' Committee is appointed

as the secretary for that meeting, act as a secretary to the Owners' Committee and who shall, upon request by the Owners' Committee, attend such meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

52. The following provisions shall apply in all meetings of the Owners' Committee :-
- (a) Subject to Sub-clause (d) below, 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;
 - (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
 - (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
 - (d) In the case of an equality of votes the chairman shall have a second or casting vote.
53. 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 not being an act or omission 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 and the members thereof from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or negligence on the part of any or all of the members of the Owners' Committee and all costs and expenses in connection therewith.
54. 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 necessarily and reasonably incurred in carrying out their duties.
55. The Owners' Committee shall cause to be kept records and minutes of :-
- (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;
 - (b) all resolutions and notes of proceedings of the Owners' Committee;
 - (c) the members present at all meetings.
56. The records and minutes of the Owners' Committee 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 copies of extracts therefrom on paying the reasonable charges therefor.

SECTION VI

MEETING OF OWNERS

57. From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Lot and the Estate and in regard to such meetings the following provisions shall apply :-
- (a) The first meeting of Owners shall be convened by the Manager as soon as possible but not later than 9 months from the execution of this Deed, the business of which shall include the appointment of a chairman and the members of the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Corporation.
 - (b) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than 15 months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owner's Committee and transacting any other business of which due notice is given in the notice convening such meeting.
 - (c) Further and subsequent meetings shall be convened in accordance with paragraph 8 of Schedule 8 to the BMO.
 - (d) The provisions of Schedule 8 to the BMO in relation to meetings of the Owners shall be applicable and incorporated in and form part of this Deed.
58. (a) Any resolution on any matter concerning the Lot and the Estate passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares held at such meeting shall be binding on all the Owners of the Lot and the Estate 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.

- (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under this Deed or any Sub-Deed.
 - (b) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
 - (c) Where any Undivided Share has been assigned or charged by way of mortgage or charge, then subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession or has foreclosed or is in receipt of the rents and profits of such Undivided Share.
59. For the purpose of Clauses 57 and 58 of this Deed, unless otherwise expressly stated, any reference to "Owner" or "Owners" shall exclude the Owner of the Common Areas and Facilities and any reference to "Undivided Share" or "Undivided Shares" shall exclude the Undivided Share(s) allocated to the Common Areas and Facilities which shall not carry any voting rights at any meeting nor will those Undivided Share(s) be taken into account for the purpose of calculating the quorum of any meeting.

SECTION VII

EXTINGUISHMENT OF RIGHTS

60. In the event of the Estate or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same unfit for habitation or use, the Manager or the Owners' Committee or the Owners of not less than 75% of the Undivided Shares allocated to the damaged part of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners of the Estate or (as the case may be) the part thereof so affected and such meeting may resolve by a resolution of not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part of the Estate so affected. If it shall be resolved that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected then in such event the Undivided Shares in and of the Estate or (as the case may be) the part thereof so affected shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to

distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on the Estate or (as the case may be) the part thereof so affected shall likewise be distributed amongst such Owners. In such event all the rights, privileges, obligations and covenants of such Owners under this Deed shall be extinguished so far as the same relate to such Owners PROVIDED ALWAYS THAT if it is resolved by a resolution of not less than 75% of those present at the meeting to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected the Owners of the Estate or (as the case may be) the part thereof so affected shall pay the excess of the cost of reinstatement or rebuilding of the Estate or the relevant part thereof damaged as aforesaid over and above the proceeds recoverable from the insurance of the Estate or (as the case may be) the part thereof so affected in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the Estate or the relevant part thereof and be recoverable as a civil debt.

61. The following provisions shall apply to a meeting convened as provided in Clause 60 hereof :-
- (a) (i) Every such meeting shall be convened by at least 14 days' notice in writing served by the person or persons convening the meeting upon each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed;
 - (ii) Service of a notice required to be served under Sub-clause (a)(i) above may be effected
 - (a) personally upon the Owner;
 - (b) by post addressed to the Owner at his last known address; or
 - (c) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.
 - (b) 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 75% of the total number of Undivided Shares of the part thereof so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
 - (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week (i.e. 7 calendar days after the original meeting day) at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum;

- (d) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to 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) Every Owner shall have one vote for each Undivided Share allocated to the Estate or (as the case may be) the part thereof so affected vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast :-
 - (i) by a proxy jointly and appointed by such Owners;
 - (ii) by 1 co-owner appointed by the others; or
 - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either personally or by proxy by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.

In case of any equality of votes the chairman shall have a second or casting vote.

- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting;
- (i) A resolution passed at a duly convened meeting by not less than 75% majority of such Owners present in person or by proxy at such meeting shall be binding on all the Owners of the Estate or (as the case may be) the relevant part of the Estate PROVIDED as follows :-
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;

- (j) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 75% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) or (as the case may be) the part thereof so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION VIII

MISCELLANEOUS PROVISIONS

- 62. Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager within one month of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.
- 63. No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
- 64. Notwithstanding anything herein contained, it is hereby specifically agreed that the respective provisions of Schedule 7 and Schedule 8 to the BMO shall be incorporated in and form part of this Deed.
- 65. There shall be public notice boards at such places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for 7 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

66. Any Owner who does not occupy his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed and any relevant Sub-Deed. In the event that the Owner shall fail to provide the Manager with such an address in Hong Kong, then the Manager may treat the address of the Unit which such Owner owns as the address for service of notices.
67. 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 Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER 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 residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at or delivered to the management office of the Estate or the registered office of the Manager.
68. (a) The First Owner shall at its own cost provide a direct translation in Chinese of this Deed. The First Owner shall deposit a copy of this Deed and the Chinese translation thereof in the management office within one month from the date of this Deed for inspection by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Funds. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version as approved by the Director of Lands shall prevail.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the BMO (both 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 shall be credited to the Special Funds.
69. Plans showing the Common Areas are annexed to this Deed. The accuracy of such plans is certified by the Authorized Person. A copy of such plans shall be kept at the management office and may be inspected by the Owners during normal office hours free of costs and charges.
70. Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and

contributions payable in respect of the relevant part of the Estate under this Deed including any arrears thereof.

71. 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 part of the Estate and to the Undivided Share or Shares held therewith.
72. Nothing herein shall contradict, overrule or fail to comply with the provisions of or prejudice in any way the operation of the BMO and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof or conflict with or is in breach of the conditions of the Government Grant and to the extent that any provisions contained herein shall be in conflict with the BMO and the Schedules thereto, the BMO and the Schedules thereto shall prevail. If any Owners' Corporation is formed under the provisions of the BMO, the Owners' Corporation shall be vested with all the rights, powers, duties and obligations for the control, management and administration of the Lot and the Estate conferred by this Deed or any Sub-Deed on the Manager and subject to any provisions herein in extension or modification thereof. During the existence of the Owners' Corporation, the general meeting of the Owners' Corporation convened under the BMO shall take the place of the Owners' meeting convened under this Deed, and where a management committee of the Owners' Corporation is or has been appointed, the management committee will take the place of the Owners' Committee.
73. The First Owner shall upon execution of this Deed assign the Undivided Shares relating to the Common Areas and Facilities as well as the Common Areas and Facilities to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed. Such Undivided Shares together with the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed or its appointment otherwise being terminated and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares as well as the Common Areas and Facilities to the new manager free of costs or consideration to hold as such trustee as aforesaid PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed or any relevant Sub-Deed PROVIDED FURTHER THAT when the Owners' Corporation has been formed, it may at any time require the Manager to, and the Manager in such event shall, assign the Undivided Shares relating to the Common Areas and Facilities as well as the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, after which the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being.

74. (a) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Estate within one month of the date of this Deed for inspection by all Owners free of charge and taking copies thereof upon payment of a reasonable charge. All charges received shall be credited to the Special Funds.
- (b) The Owners shall at their own expense maintain and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The Manager (which for the purpose of this Clause shall include the Owners' Committee or Owners' Corporation) is hereby given full authority by 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 Government Grant and this Deed and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. All Owners shall pay to the Manager all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works in respect of the Slopes and Retaining Walls. The Manager shall not be personally liable for carrying out any such requirements of the Government Grant and this Deed which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.
75. The Owners (including the First Owner) and the Manager hereby covenant with one another to observe, perform and comply with the terms and conditions of the Government Grant so long as they remain (in the case of the Owners) as Owners and (in the case of the Manager) as the Manager.
76. (a) The Owner of each Residential Unit which includes a Non-enclosed Area :-
- (i) shall not use the Non-enclosed Area or permit it to be used for any purpose other than as a balcony or, as the case may be, the covered area underneath for the proper use and enjoyment of the Residential Unit in compliance with the Occupation Permit, the Buildings Ordinance and such other Ordinance, bye-laws and Government regulations from time to time in force;
- (ii) shall not enclose the Non-enclosed Area or any part thereof or permit it to be enclosed wholly or partially above safe parapet height other than as under the Approved Building Plans;
- (iii) shall maintain the Non-enclosed Area in good and substantial repair and condition at such Owner's own cost and expense; and

- (iv) shall not erect, affix or place any structure on the Non-enclosed Area.
 - (b) The non-structural prefabricated external walls of the Houses, with their locations as indicated and coloured indigo on the Green and Innovative Feature Plans and are marked Nos. 8, 9, 10, 11, 12, 13 and 14, are part of the Green and Innovative Features. The Owner of each House with non-structural prefabricated external walls shall repair and maintain the non-structural prefabricated external walls of his House in good and substantial repair and condition at such Owner's own cost and expense.
 - (c) The wider common corridors and lift lobbies, with their locations as indicated and coloured grey cross-hatched black on the Green and Innovative Feature Plan and thereon marked No. 7 are part of the Green and Innovative Features. The wider common corridors and lift lobbies within the Apartment Block form part of the Apartment Block Common Areas.
 - (d) If there is any default on the part of any Owner in observing and fulfilling his obligations set out in Sub-clause (a) or (b) above, the Manager shall have the right to serve a written notice to the Owner requiring him to make good the default within a reasonable time limit. If the Owner shall fail to comply with such notice the Manager shall be entitled on giving a reasonable prior notice in writing to report to the Building Authority the non-compliance with the obligations set out in Sub-clause (a) or (b) for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate.
 - (e) The Owners are reminded that gross floor areas exemptions had been granted by the Government for the construction and incorporation of the Green and Innovative Features into the Estate. The Government will monitor the use of the Green and Innovative Features after completion of the Estate and will take enforcement action including prosecution against non-compliance with the conditions of exemption as have been imposed.
77. (a) The First Owner shall at its own cost and expense compile for the reference of the Owners and the Manager the Works and Installations Maintenance Manual 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.
- (b) The First Owner shall deposit a full copy of the Works and Installations Maintenance Manual in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Funds.
- (c) The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Estate and their own Units including the Works and Installations.
- (d) The Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual shall be revised in such manner and at such intervals as may be necessary including but not limited to the addition of Works and Installations in the Estate and the updating of maintenance strategies in step with changing requirements.
- (e) The Owners may, by a resolution of Owners at an Owners' Meeting convened under this Deed, decide on revisions to be made to the Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (f) All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual shall be paid out of the Special Funds.
- (g) The Manager shall deposit the revised Works and Installations Maintenance Manual in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Funds.
78. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or

telecommunications network services to be entered into by the Manager shall be subject to the following conditions:

- (a) the term of the contract will not exceed 3 years;
 - (b) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
 - (c) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
79. (a) The Owners of the Open Kitchen Units shall at their own expense observe and comply with the Fire Safety Management Plan. A copy of the Fire Safety Management Plan is deposited with the management office and is available for inspection by the Owners. A copy of such Fire Safety Management Plan shall be supplied to each Owner on request at this expense. All charges received shall be credited to the Special Fund. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit shall observe and comply with the following provisions:
- (i) to maintain the coverage of sprinkler protection of the open kitchen area in his Residential Unit as specified in the Fire Safety Management Plan;
 - (ii) to display conspicuously in this Residential Unit a permanent notice which notice shall be in such form and substance as may be specified in the Fire Safety Management Plan or by the Manager or the relevant Government authority or authorities from time to time;
 - (iii) to install and use in his Residential Unit the type of fire services installations (including the sprinkler, fire rated barriers and smoke detector) specified in the Fire Safety Management Plan but not otherwise and to maintain and keep such fire services installations in good order and condition and not to alter, demolish, remove or relocate or do anything which may damage or interfere with any such installations, their power connection or their connection with any other fire alarm or fighting system in the Development or the normal functioning thereof;
 - (iv) to let, lease, license or otherwise part with possession of his Residential Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions contained in this Deed relating to and/or applicable to the Residential Units;
 - (v) no alteration or removal of 600mm width fire rated barriers (the locations of these fire rated barriers are set out in Part B of the Sixth Schedule hereto), sprinklers and smoke detectors in each Residential Units is permitted without

the approval of the Buildings Department or Fire Services Department or any relevant Governmental authorities and the Mangers' prior approval in writing.

- (b) Unless the prevailing law allows otherwise and subject to compliance with the relevant law and/or subsidiary legislation and the terms of any approval that may be granted by the Government authorities from time to time, no naked flame shall be used for cooking purpose.
- (c) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, staff training, fire action, fire service intervention and fire prevention as set out in the Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open Kitchen Units to engage or employ registered fire service installation contractors for the inspection, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works in respect of the fire safety provisions for open kitchens as specified in and in accordance with the Fire Safety Management Plan.
- (d) The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out regular testing or maintenance of the fire services installations therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (a) above.
- (e) The First Owner shall lodge or cause to be lodged a set of the Approved Building Plans showing the Open Kitchen Units and certified by the Authorized Person with the management office.
- (f) If the Owner of a Residential Unit has obtained approval from the relevant Government authority or authorities to convert his Residential Unit into an Open Kitchen Unit, he may apply to the Manager for the installation and/or connection (at such Owner's costs and expenses) of fire services installations specified in the Fire Safety Management Plan and/or the relevant fire alarm or fighting system in the Estate, and the Manager shall not unreasonably withhold its approval to such application by the Owner.

PART IX

OBLIGATIONS OF THE MORTGAGEE

80. The covenants, agreements and provisions contained in this Deed (including the obligations for making payment hereunder) shall not be binding on the Bank in its capacity as mortgagee/legal chargee unless and until the Bank shall have exercised its rights of foreclosure or of sale under the Debenture or shall enter into possession of any of the Undivided Shares and/or Units now comprised in the Debenture and thereafter (a) the Bank will be bound by such covenants, agreements and provisions only in so far as the same relate to the Undivided Shares and/or Units in respect of which the Bank has exercised its rights as aforesaid and (b) in the event of any partial release(s) and/or reassignment(s) in respect of the Debenture, the Bank shall after each release and/or reassignment be bound only in accordance with the terms and conditions contained herein only in respect of the Undivided Shares and/or Units still charged to the Bank under and not released or reassigned from the Debenture.
81. In consideration of the Bank having entered into these presents in its capacity as mortgagee/legal chargee under the Debenture, the First Owner hereby covenants with the Bank that it shall fully observe and perform all the covenants and conditions herein contained and to be observed and performed by the First Owner while any Undivided Share or interest in any part of the Lot and the Estate is subject to the Debenture and shall keep the Bank fully indemnified against the non-observance and non-performance of any of the said covenants and conditions.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALLOCATION OF UNDIVIDED SHARES

Summary of Undivided Shares

(A) Apartment Flats	60,397
(B) Houses	182,477
(C) Parking Spaces	1,850
(D) Common Areas and Facilities	<u>1</u>
	<u>244,725</u>

	<u>No. of</u> <u>Units</u>	<u>No. of</u> <u>Undivided</u> <u>Shares per Unit</u>	<u>Total No. of</u> <u>Undivided</u> <u>Shares</u>
(A) <u>Apartment Flats</u>			
<u>G/F</u>			
1 (including the garden thereof) on G/F	1	547	547
2 (including the garden thereof) on G/F	1	407	407
3 (including the garden thereof) on G/F	1	489	489
5 (including the garden thereof) on G/F	1	421	421
6 (including the garden thereof) on G/F	1	423	423
7 ((including the garden thereof) on G/F	1	424	424
8 (including the garden thereof) on G/F	1	425	425
9 (including the garden thereof) on G/F	1	427	427
10 (including the garden thereof) on G/F	1	428	428
11 (including the garden thereof) on G/F	1	430	430
12 (including the garden thereof) on G/F	1	434	434
15 (including the garden thereof) on G/F	1	368	368
16 (including the garden thereof) on G/F	1	423	423
17 (including the garden thereof) on G/F	1	421	421
18 (including the garden thereof) on G/F	1	421	421
19 (including the garden thereof) on G/F	1	421	421
20 (including the garden thereof) on G/F	1	421	421
21 (including the garden thereof) on G/F	1	422	422
22 (including the garden thereof) on G/F	1	440	440
23 (including the garden thereof) on G/F	1	432	432
25 (including the garden thereof) on G/F	1	425	425
26 (including the garden thereof) on G/F	1	432	432
27 (including the garden thereof) on G/F	1	435	435
28 (including the garden thereof) on G/F	1	427	427
29 (including the garden thereof) on G/F	1	376	376
30 (including the garden thereof) on G/F	1	435	435
31 (including the garden thereof) on G/F	1	430	430
32 (including the garden thereof) on G/F	1	430	430
33 (including the garden thereof) on G/F	1	426	426
35 (including the garden thereof) on G/F	1	445	445
36 (including the garden thereof) on G/F	1	434	434
37 (including the garden thereof) on G/F	1	436	436
38 (including the garden thereof) on G/F	1	445	445
<u>1/F to 3/F</u>			
1 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
2 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
3 (including the balcony thereof) on 1/F to 3/F	3	431	1,293
5 (including the balcony thereof) on 1/F to 3/F	3	508	1,524

6 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
7 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
8 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
9 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
10 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
11 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
12 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
15 (including the balcony thereof) on 1/F to 3/F	3	458	1,374
16 (including the balcony thereof) on 1/F to 3/F	3	406	1,218
17 (including the balcony thereof) on 1/F to 3/F	3	454	1,362
18 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
19 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
20 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
21 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
22 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
23 (including the balcony thereof) on 1/F to 3/F	3	465	1,395
25 (including the balcony thereof) on 1/F to 3/F	3	517	1,551
26 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
27 (including the balcony thereof) on 1/F to 3/F	3	454	1,362
28 (including the balcony thereof) on 1/F to 3/F	3	454	1,362
29 (including the balcony thereof) on 1/F to 2/F	2	454	908
30 (including the balcony thereof) on 1/F to 2/F	2	399	798
30 (including the balcony thereof) on 3/F	1	853	853
31 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
32 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
33 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
35 (including the balcony thereof) on 1/F to 3/F	3	457	1,371
36 (including the balcony thereof) on 1/F to 3/F	3	471	1,413
37 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
38 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
39 (including the balcony thereof) on 1/F to 3/F	3	451	1,353

Sub-total : 60,397
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(B)	<u>Houses</u>	<u>Total No. of</u>
		<u>Undivided</u> <u>Shares</u>
	67A #	5,522
	67B #	5,556
	69A #	5,552
	69B #	5,554
	71A #	5,460
	71B #	5,460
	73A #	5,441
	73B #	5,428
	75A #	4,696
	75B #	4,685
	77A #	4,670
	77B #	4,663
	79A #	4,196
	79B #	4,137
	79C #	4,173
	79D #	4,151
	79E #	4,141

79F #	4,122
81 #	7,816
83A #	5,433
83B #	5,360
83C #	5,357
83D #	5,351
83E #	5,347
83F #	5,354
83G #	5,348
85A #	4,728
85B #	4,735
85C #	4,715
85D #	4,716
87A #	4,380
87B #	4,344
87C #	4,345
87D #	4,250
87E #	4,222
89 #	9,069

# Tan Kwai Tsuen Road, Casa Regalia	Sub-total :	182,477 =====
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	<u>No. of Units</u>	<u>No. of Undivided Shares per Parking spaces</u>	<u>Total No. of Undivided Shares</u>
(C) <u>Parking Spaces</u>			
Residential Parking Space (other than Residential Disabled Parking Space)	71	25	1,775
Residential Disabled Parking Space	1	35	35
Motor Cycle Parking Space	8	5	40
	Sub-total :		1,850 =====

	<u>No. of Undivided Share(s)</u>	<u>Total No. of Undivided Shares</u>
(D) <u>Common Areas and Common Facilities</u>		
Common Areas and Common Facilities	1	1

Total [(A) + (B) + (C) + (D)] : 244,725

Notes In the numbering of Apartment Flats, Apartment Flats 4, 13, 14, 24 and 34 are omitted.
There is no Apartment Flat 29 on 3/F.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS RIGHTS AND PRIVILEGES HELD WITH EACH UNIT

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy his Unit shall subject to the provisions and restrictions contained in this Deed, the Estate Rules, the rights of the Manager and the First Owner as herein provided have the benefit of the following easements, rights and privileges :-

- (a) Right of way and to use Estate Common Areas and Facilities

Full right and liberty for the Owner for the time being, his tenants, servants, agents, contractors, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;

- (b) Right of escape to and through Common Areas

The right of escape to and through Common Areas of any kind or description in the event of fire or emergency for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees;

- (c) Right of support and shelter

The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate;

- (d) Right to passage of water etc.

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit 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 Unit or the Lot or the Estate or any part or parts thereof for the proper use and enjoyment of his Unit;

- (e) Right of entry to other parts of Lot and Estate to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other parts or the Lot and the Estate for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby; and

- (f) Right to easements etc.

All other easements, rights and privileges belonging or appertaining to the Lot and the Estate or part thereof.

2. In addition to the above easements, rights and privileges the Owner of each Apartment Flat shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, contractors, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right)

- (i) to go pass or repass over and along and to use the Apartment Common Areas and Facilities and the Residential Development Common Areas and Facilities for the purposes for which they are designed Provided That in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services, and
- (ii) to place and install air-conditioning units at the flat roofs of the Apartment Common Areas at such locations and on such terms as directed by the Manager.

Provided That except with the Manager's consent, the Owners of the Apartment Flats, their lessees, tenants, servants, agents, contractors, lawful occupants, licensees and visitors shall have no right to go pass or repass over and along and/or to use those portions of the flat roofs of the Estate forming part of the Apartment Common Areas and which do not form part of a Apartment Flat, it being agreed that only the Manager and the Owners with the Manager's consent shall have access to such portions of the flat roofs in the performance of any duty or in the exercise of any power under this Deed and/or to have access and/or carry out necessary work to the air-conditioners installed or to be installed thereat.

3. In addition to the above easements, rights and privileges the Owner of each House shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, contractors, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the House Common Areas and Facilities and the Residential Development Common Areas and Facilities for the purposes for which they are designed Provided That in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services.
4. In addition to the above easements, rights and privileges the Owner of each Residential Unit shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, contractors, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Visitors' Parking Spaces.
5. In addition to the above easements, rights and privileges the Owner of each Parking Space shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, contractors, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Car Park Common Areas and Facilities for the purposes for which they are designed provided that in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services.
6. For the avoidance of doubt, the Owners shall have no right to enter upon any part of the Lot or the Estate other than their own Units save as expressly herein provided.

PART B : EASEMENTS RIGHTS AND PRIVILEGES TO WHICH EACH UNIT IS SUBJECT

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

(a) **Government's right under Government Grant**

The full rights and privileges of the Government specifically excepted and reserved in the Government Grant.

(b) **Manager's right of entry for purposes of rebuilding repairing etc.**

The full right and privilege of the Manager at all reasonable times upon prior notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his Unit for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Lot or the Estate or any part or parts thereof or any of the Common Areas and Facilities or any other apparatus and equipment used or installed for the benefit of the Lot or the Estate or any part or parts thereof causing as little disturbance as possible and forthwith making good any damage caused thereby but without incurring any liabilities whatsoever (save and except in respect of any act or omission involving criminal liability or dishonesty or negligence) and without prejudice to the generality of the foregoing, the Manager shall have the right from time to time to install and remove anchors and other provisions at the building perimeter of the flat roof or roof forming part of a Residential Unit for operation of the building maintenance system including but not limited to gondola and scaffolding.

(c) **The Pink Hatched Black Area**

The right and privilege of the members of the public, the Director of Lands and his officers, contractors and any persons authorised by the Director as set out in Special Condition No.(31)(b)(ii) of the Government Grant over the Pink Hatched Black Area (as defined in Special Condition (31)(a) of the Government Grant) until the Green Area (as defined in Special Condition (3)(a)(i)(I) of the Government Grant) shall be formed and re-delivered to the Government in accordance with Special Condition (4) of the Government Grant. The Green Area was re-delivered to the Government with effect from 15th April 2013 under Government in accordance with Special Condition (4) of the Government Grant.

(d) Other Rights

Easements, rights and privileges equivalent to those set forth in Sub-clauses 1(b), (c), (d), (e) and (f), 2, 3, 4, 5 of Part A of this Second Schedule and as reserved unto the First Owner and the Manager under this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Estate by other Owners and no structural alteration to any part of his Unit shall be made except with the prior written approval of the Building Authority.
2. 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 Lot or the Estate or any part thereof may become void or voidable or whereby the premiums 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. Subject to the rights reserved to the First Owner under Clause 8 of this Deed, no Owner shall do or permit or suffer to be done by his lessees, 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 management and the maintenance of the Lot and the Estate.
4. No Owner shall use or permit or suffer his Unit 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 or inconvenience to the other Owners, and Occupiers for the time being of the Lot and the Estate and/or any neighbouring premises.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, this Deed, any Sub-Deed and any Ordinances and regulations from time to time applicable thereto.
6. No part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or regulations of Hong Kong or of this Deed or of any Sub-Deed) nor shall any refuse or other matter or thing 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 Lot and the Estate Provided That the placing of air-conditioning units on the flat roofs of the Apartment Block with the consent of the Manager shall not be a breach of this Clause notwithstanding that the flat roofs of the Apartment Block are part of the Apartment Common Areas.

7. No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities.
8. No clothing or laundry or any other things shall be hung on any flat roofs or roofs or outside the Residential Units or in the Common Areas and Facilities if they are visible from the outside of the Residential Units.
9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Lot and the Estate may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.
10. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any windows or external walls of the Apartment Flats or the Houses or the Common Areas other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Estate. 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 Unit in good repair and condition.
11. No Owner shall use or cause or permit his Residential Unit to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.
12. No Owner shall make or cause or permit any disturbing noise in his Residential Unit or do or cause or permit or suffer anything to be done which will interfere with the rights, comfort, and convenience of other occupants of the Residential Development.
13. No Owner of a Residential Unit shall be entitled to connect any installation to the Common Facilities installed by the First Owner or the Manager in or for the Estate or any part or parts thereof except with the prior written permission of the Manager and in accordance with any Estate Rules relating to the same. No Owner of a Residential Unit shall affix or install his own private aerial outside any of his Unit and/or the Estate.
14. Save as otherwise provided in this Deed, no external placards, posters, signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or

structures whatsoever extending outside the exterior of any of the Residential Units shall be erected, installed or otherwise affixed to or exhibited on or projected from any of the Residential Units except with the prior written approval of the Manager.

15. Subject to the right of the First Owner to design the first external appearance of the Apartment Block and the House Development and the Estate upon construction thereof, no Owner shall paint or alter the outside of the Apartment Block and the House Development or the Estate or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Apartment Block and the House Development or the Estate without the prior consent in writing of the Manager and in particular, without the prior consent in writing of the Manager, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be painted, placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external walls or flat roofs or roofs or upper roofs of the Apartment Block and the House Development or the walls facing the exterior but situate within the balcony of his Residential Unit.
16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Residential Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
17. No Owner shall permit the playing of mahjong or the carrying out of any other noisy activities in any Residential Unit between 11 p.m. and 9 a.m. if any noise so created will be audible from outside his Residential Unit so as to cause disturbance to the Owners or Occupiers of any other part of the Estate.
18. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (i) birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint by at least 4 Owners or Occupiers of any part of the Estate, (ii) trained guide dogs on leash for the blind may be brought into any part of the Estate whilst guiding any person with disability in vision.
19. Not to allow children, save with the licence of the Manager, to play in the Common Areas and Facilities (save and except in the Recreational Areas and Facilities but with due care and supervision) and any damage to or discolouration to decorations in such areas by children shall be paid for by the Owner or Occupier of the Residential Unit in which the child or children concerned reside.

20. Not to use water closets and other water apparatus in the Estate 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 or made good by the Owner or Occupier at his own expense in whose Unit it shall have been caused.
21. Not to allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and not to use the lift for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager adversely affect the normal functioning of the lifts.
22. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy that might produce smoke except with the prior written consent of the Manager, but in any event no Owner shall install the aforesaid furnace, boiler, plant or equipment 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 and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
23. No Owner shall make any alteration to or interfere with any fire-fighting equipment or suffer to be done anything to such equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.
24. No Owner of a Residential Unit shall perform installation or repair works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Estate save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned and in such manner as the Manager shall in its absolute discretion think fit.
25. No Owner or its agents licensees or contractors shall place on any part of the floors of the Estate any article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof (as specified on such part) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Estate or any fixtures and fittings therein Provided That the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.

26. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners from and against all liability thereof.
27. Each Owner shall keep and maintain his Residential Unit and all wirings and piping thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Lot and the Estate. The expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all plumbings therein or appertaining thereto or serving that Residential Unit exclusively and all the windows and doors thereof shall be borne by the Owner of such Unit.
28. Each Owner shall observe and comply with all Ordinances, regulations, by-laws and rules for the time being in force in Hong Kong including, but not limited to the law governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment. No Owner shall do or cause to be done any act or thing which may be contrary to any relevant Ordinance, regulations, by-laws and rules for the time being in force in Hong Kong.
29. Residential Units shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any such Residential Units owned by it as show flats for such period or periods as it shall in its discretion consider appropriate.
30. No Owner shall without the prior written consent of the Manager and the competent Government authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structure on the roof or upper roof and the Manager shall have the right to enter to remove anything erected or placed on such roof or upper roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
31. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any 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.

32. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or Occupier's name) without the previous written approval of the Manager and of the Director of Lands (if required under the Government Grant). Any such approval may be given subject to such conditions (if any) as the Manager and the Director of Lands may specify and shall be subject to revocation on reasonable notice.
33. 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.
34. 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.
35. Every Owner shall observe and comply with the terms and conditions of the Government Grant and this Deed. No Owner shall do or permit or suffer any act, deed, matter or things whatsoever which amounts to a breach of any of the terms and conditions of the Government Grant and this Deed.
36. No Owner (including the First Owner) shall convert or designate his Unit or any part thereof to be part of the Common Areas unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas or any part thereof to his or its own use or benefit.
37. No Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on or upon the flat roofs or roofs forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopy, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs or roofs will be enclosed or partitioned either in whole or in part.
38. No Owner (except the Owner having the exclusive right to use and occupy the flat roof or a specified part of the roof which forms part of his Residential Unit or except with the consent of the Manager in so far as the flat roofs form part of the Apartment Common

Areas and are designed for the installation of air-conditioning units serving the Apartment Flats) shall have the right to use the flat roof or that part of the roof except in the event of fire or emergency. The Owner and/or Occupier of the flat roof or that part of the roof shall ensure that the escape to and through the same shall not be in any way impeded or obstructed.

39. The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Units and their bona fide guests and visitors and subject to the provisions of this Deed, any Sub-Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager. Only those with residents' cards/permits or bona fide guests accompanied by residents of the Residential Development will be allowed to enter and use the Recreational Areas and Facilities.
40. No Owner (including the First Owner) shall convert any part of the Common Areas to his own use or for his own benefit except with the prior approval of the Owners' Committee. Any payment received for such approval shall be credited to the Special Funds.
41. The Visitors' Parking Spaces shall only be used for such purposes in accordance with the Government Grant and this Deed and without prejudice to the generality of the foregoing, all such spaces shall not be used for the storage, display or exhibiting of motor vehicles or motorcycles for sale or otherwise or for the provision of car cleaning and beauty services.
42. Not to use or permit or suffer to be used any Parking Space for the storage, display or exhibition of motor vehicles or motorcycles for sale or otherwise or for the provision of car cleaning and beauty services.
43. Not to permit or allow any motor vehicles parked in the Parking Space of which he is the Owner to deteriorate to a condition detrimental to the environmental appearance of the Estate.
44. The Owners of each House and Apartment Flat shall keep and maintain the Preserved Tree(s) in their garden in a good healthy condition at his own cost and expenses.
45. No Owner shall change or replace the railings and/or glass balustrades of the balcony and/or the flat roof and/or the roof and the window panes of his Residential Unit save and except in accordance with the standards laid down by the Manager.
46. No Owner shall perform alteration works to any louver type ducted flue system (including but not limited to gas water heater, flue and air intake pipes and louver type flue terminal) in his Residential Unit except with the prior written approval of the Manager and such

works shall be carried out by the Manager or any registered gas contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned.

47. No Owner shall sell or assign a Parking Space except together with Undivided Shares giving the right of exclusive use and possession of a Residential Unit or Units or unless the intended assignee of a Parking Space is already an owner of a Residential Unit and Provided further that not more than three (3) Parking Spaces shall be sold or assigned to an Owner.
48. No Parking Space shall be let except to a resident of a Residential Unit and Provided further that not more than three (3) Parking Spaces shall be let or licensed to the resident of any one Residential Unit in the Estate.
49. The Residential Parking Spaces shall not be used otherwise than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees in accordance with the Government Grant.
50. The Motor Cycle Parking Spaces shall not be used otherwise than for the purpose of parking motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees.
51. The Visitors' Parking Spaces shall not be used otherwise than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units.
52. Each Owner of the Houses shall be responsible for the repair maintenance upkeep and maintain all external walls (including the non-structural prefabricated external walls and curtain walls) and all finishes (including but not limited to tiling, stone and aluminum cladding, painting, etc) forming part of his House at his own cost and expense and where an external wall separates two (2) adjoining Houses, such Owners shall bear the cost of repair and maintenance upkeep and painting of such wall jointly in equal shares.
53. Without prejudice to the obligations of the Owners of the Houses under clause 49 above, subject to the resolutions of the Owners of the Houses being passed, the Owners may request the Manager to co-ordinate the upkeeping and maintenance of the external walls, all such costs and expenses shall be shared by the Owners of the Houses in proportion to

the Management Units which he holds, such contribution shall be a fraction of costs of which the numerator is the number of Management Units he holds and the denominator is the total number of Management Units of the Houses.

54. A common wall separating two Residential Units or a common wall dividing the land upon which two Houses are constructed shall be repaired and maintained by the Owners of the adjoining Units or adjoining Houses jointly. Each Owner shall have the right to use the interior surface of the common wall on his side. No Owner shall use any portion of the common wall so as to interfere with the use and enjoyment of the common wall by the Owner on the other side of the common wall. If a common wall or any portion thereof is damaged or injured from any cause other than due to the act or negligence of one of such Owners, it shall be repaired or maintained at their joint cost and expenses of such Owners in equal shares.
55. No Owner shall demolish or alter the partition walls separating two Residential Units or a common wall dividing the land upon which two Houses are constructed or the floor slabs or roof slabs between two Residential Units which will result in such Residential Units being internally linked to and accessible from each other, except with the prior written consent of the Director of Lands or other Government authority in place of him from time to time.
56. No Owner shall permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate.
57. The Owner of any flat roof, garden and/or Non-enclosed Area shall not erect, affix or place or cause or permit or suffer to be erected, affixed or place any structure whatsoever whether of a permanent or temporary nature on the flat roof, garden and/or Non-enclosed Area or any part thereof or the walls of such flat roof, garden and Non-enclosed Area or any part thereof.
58. The Owner of a Residential Unit shall, at its own costs and expenses, keep repair and maintain, in good clean and safe condition, the openable windows, doors, windows and door frames and sealant around windows and door frames, and the interior side of the curtain wall for the exclusive use by the residents of the Apartment Flat, the internal surfaces of the concrete walls and fence walls facing his Apartment Flat or garden, the railings and glass balustrades of the balconies and/or the covered areas underneath the balconies forming part of his Residential Unit owned by him. In addition and without prejudice to any other rights of the Manager under this Deed, the written notice (except in the case of emergency), with or without agents, surveyors, workmen and others, and with

or without tools, equipment and apparatus, to enter into each Unit for the proposes of inspecting and examining such curtain wall(s), openable windows, doors, window frames, sealants of the Unit provided that the Manager shall make good all damage caused by or arising from the exercise of such entry and shall be liable for the negligent, wilful or criminal acts of its agents. Without prejudice to any other provisions in this Deed, no Owner shall replace, remove, affix or install or cause or allow to be replaced, removed, affixed or installed any window from any Residential Unit or any part thereof without the prior 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.

59. The Owner of each Residential Unit with a balcony or covered areas underneath the balcony (being defined as Non-enclosed Area) shall keep maintain the same as balcony or non-enclosed area underneath the balcony (as the case may be) in such design and layout as provided in the Approved Building Plans and shall not cause or permit or suffer or allow the same to be enclosed in whole or in part in whatever manner and shall at all times repair and maintain the same in good repair and condition.
60. The Owner of each Residential Unit with a balcony or covered areas underneath the balcony shall not erect, affix, place or cause or permit or suffer to allow to be affixed or placed any structure or partition of any material whether of a permanent or temporary nature or any fitting on any balcony or covered areas underneath the balcony or any part thereof.
61. The Owner of each Residential Unit which is an Open Kitchen Unit shall observe and perform and cause his tenants lessees licensees and occupiers to observe terms and conditions in this Deed governing the use and maintenance of Open Kitchen Units, the provisions in the Fire Safety Management Plan and the directions of the Manager from time to time so far as they relate to his Residential Unit.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALLOCATION OF MANAGEMENT UNITS

Summary of Management Units

(A) Apartment Flats	60,397
(B) Houses	182,477
(C) Parking Spaces	1,850
	<u>244,724</u>

	<u>No. of</u>	<u>No. of</u>	<u>Total No. of</u>
	<u>Units</u>	<u>Management</u>	<u>Management</u>
(A) <u>Apartment Flats</u>		<u>Units per Unit</u>	<u>Units</u>
<u>G/F</u>			
1 (including the garden thereof) on G/F	1	547	547
2 (including the garden thereof) on G/F	1	407	407
3 (including the garden thereof) on G/F	1	489	489
5 (including the garden thereof) on G/F	1	421	421
6 (including the garden thereof) on G/F	1	423	423
7 (including the garden thereof) on G/F	1	424	424
8 (including the garden thereof) on G/F	1	425	425
9 (including the garden thereof) on G/F	1	427	427
10 (including the garden thereof) on G/F	1	428	428
11 (including the garden thereof) on G/F	1	430	430
12 (including the garden thereof) on G/F	1	434	434
15 (including the garden thereof) on G/F	1	368	368
16 (including the garden thereof) on G/F	1	423	423
17 (including the garden thereof) on G/F	1	421	421
18 (including the garden thereof) on G/F	1	421	421
19 (including the garden thereof) on G/F	1	421	421
20 (including the garden thereof) on G/F	1	421	421
21 (including the garden thereof) on G/F	1	422	422
22 (including the garden thereof) on G/F	1	440	440
23 (including the garden thereof) on G/F	1	432	432
25 (including the garden thereof) on G/F	1	425	425
26 (including the garden thereof) on G/F	1	432	432
27 (including the garden thereof) on G/F	1	435	435
28 (including the garden thereof) on G/F	1	427	427
29 (including the garden thereof) on G/F	1	376	376
30 (including the garden thereof) on G/F	1	435	435
31 (including the garden thereof) on G/F	1	430	430
32 (including the garden thereof) on G/F	1	430	430
33 (including the garden thereof) on G/F	1	426	426
35 (including the garden thereof) on G/F	1	445	445
36 (including the garden thereof) on G/F	1	434	434
37 (including the garden thereof) on G/F	1	436	436
38 (including the garden thereof) on G/F	1	445	445
<u>1/F to 3/F</u>			
1 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
2 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
3 (including the balcony thereof) on 1/F to 3/F	3	431	1,293
5 (including the balcony thereof) on 1/F to 3/F	3	508	1,524

6 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
7 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
8 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
9 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
10 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
11 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
12 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
15 (including the balcony thereof) on 1/F to 3/F	3	458	1,374
16 (including the balcony thereof) on 1/F to 3/F	3	406	1,218
17 (including the balcony thereof) on 1/F to 3/F	3	454	1,362
18 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
19 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
20 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
21 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
22 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
23 (including the balcony thereof) on 1/F to 3/F	3	465	1,395
25 (including the balcony thereof) on 1/F to 3/F	3	517	1,551
26 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
27 (including the balcony thereof) on 1/F to 3/F	3	454	1,362
28 (including the balcony thereof) on 1/F to 3/F	3	454	1,362
29 (including the balcony thereof) on 1/F to 2/F	2	454	908
30 (including the balcony thereof) on 1/F to 2/F	2	399	798
30 (including the balcony thereof) on 3/F	1	853	853
31 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
32 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
33 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
35 (including the balcony thereof) on 1/F to 3/F	3	457	1,371
36 (including the balcony thereof) on 1/F to 3/F	3	471	1,413
37 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
38 (including the balcony thereof) on 1/F to 3/F	3	451	1,353
39 (including the balcony thereof) on 1/F to 3/F	3	451	1,353

Sub-total : 60,397
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		<u>Total No. of Management Units</u>
(B) Houses	67A #	5,522
	67B #	5,556
	69A #	5,552
	69B #	5,554
	71A #	5,460
	71B #	5,460
	73A #	5,441
	73B #	5,428
	75A #	4,696
	75B #	4,685
	77A #	4,670
	77B #	4,663
	79A #	4,196
	79B #	4,137
	79C #	4,173
	79D #	4,151
	79E #	4,141
	79F #	4,122

81 #	7,816
83A #	5,433
83B #	5,360
83C #	5,357
83D #	5,351
83E #	5,347
83F #	5,354
83G #	5,348
85A #	4,728
85B #	4,735
85C #	4,715
85D #	4,716
87A #	4,380
87B #	4,344
87C #	4,345
87D #	4,250
87E #	4,222
89 #	9,069

# Tan Kwai Tsuen Road, Casa Regalia	Sub-total :	182,477 =====
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(C)	<u>Parking Spaces</u>	<u>No. of Units</u>	<u>No. of Management Units per Parking spaces</u>	<u>Total No. of Management Units</u>
	Residential Parking Space (other than Residential Disabled Parking Space)	71	25	1,775
	Residential Disabled Parking Space	1	35	35
	Motor Cycle Parking Space	8	5	40
		Sub-total :		1,850 =====

Total [(A) + (B) + (C)] : 244,724

Notes In the numbering of Apartment Flats, Apartment Flats 4, 13, 14, 24 and 34 are omitted.
There is no Apartment Flat 29 on 3/F.

THE FIFTH SCHEDULE ABOVE REFERRED TO

WORKS AND INSTALLATIONS

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the Slopes and Retaining Walls;
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations;
- (x) gas supply system;
- (xi) window installations;
- (xii) air-conditioning and ventilation system;
- (xiii) curtain wall system; and
- (xiv) other major items as from time to time be added or revised in accordance with the provisions of the Deed.

THE SIXTH SCHEDULE ABOVE REFERRED TO

PART A

OPEN KITCHEN UNITS

The Open Kitchens are located in the following Apartment Flats in the Apartment Block:

Ground Floor: Apartment Flats 1 to 38 (Apartment Flats 4, 13, 14, 24 and 34 are omitted in the Apartment Flat numbering); and

First to Third Floor: Apartment Flat 1 to 39 (Apartment Flats 4, 13, 14, 24 and 34 are omitted in the Apartment Flat numbering. There is no Apartment Flat 29 on the Third Floor.).

PART B

The 600mm width fire rated barriers are located in the following Apartment Flats in the Apartment Block:

Ground Floor: Apartment Flat 1 to 38 (Apartment Flats 4, 13, 14, 24 and 34 are omitted in the Apartment Flat numbering); and

First to Third Floor: Apartment Flat Nos. 1 to 39 (Apartment Flats 4, 13, 14, 24 and 34 are omitted in the Apartment Flat numbering and there is no Apartment Flat 29 on the Third Floor).

ANNEX

FIRE SAFETY MANAGEMENT PLAN

THE SEVENTH SCHEDULE ABOVE REFERRED TO

PRESERVED TREES IN GARDENS OF APARTMENT FLATS AND HOUSES

House No.	Apartment Flat No.	Floor	Nos. of Preserved Tree(s)	Specie(s) (Botanic Name)
	1	Ground	1 no.	1 no. Spathodea campanulata 火焰木
	2	Ground	1 no.	1 no. Spathodea campanulata 火焰木
	3	Ground	1 no.	1 no. Michelia x alba 白蘭
	15	Ground	1 no.	1 no. Lagerstroemia speciosa 大花紫薇
	17	Ground	1 no.	1 no. Lagerstroemia speciosa 大花紫薇
	18	Ground	1 no.	1 no. Lagerstroemia speciosa 大花紫薇
	20	Ground	1 no.	1 no. Lagerstroemia speciosa 大花紫薇
	31	Ground	1 no.	1 no. Lagerstroemia speciosa 大花紫薇
	32	Ground	1 no.	1 no. Lagerstroemia speciosa 大花紫薇
	35	Ground	1 no.	1 no. Spathodea campanulata 火焰木
	36	Ground	1 no.	1 no. Spathodea campanulata 火焰木
	37	Ground	1 no.	1 no. Spathodea campanulata 火焰木
	38	Ground	1 no.	1 no. Spathodea campanulata 火焰木
67A #		Ground	1 no.	1 no. Magnolia grandiflora 荷花玉蘭
67B #		Ground	2 nos.	1 no. Magnolia grandiflora 荷花玉蘭 1 no. Lagerstroemia speciosa 大花紫薇
69A #		Ground	2 nos.	1 no. Magnolia grandiflora 荷花玉蘭 1 no. Lagerstroemia speciosa 大花紫薇
69B #		Ground	2 nos.	1 no. Magnolia grandiflora 荷花玉蘭 1 no. Lagerstroemia speciosa 大花紫薇
71A #		Ground	2 nos.	1 no. Magnolia grandiflora 荷花玉蘭 1 no. Lagerstroemia speciosa 大花紫薇
71B #		Ground	2 nos.	1 no. Magnolia grandiflora 荷花玉蘭 1 no. Lagerstroemia speciosa 大花紫薇
73A #		Ground	1 no.	1 no. Dimocarpus longan 龍眼
73B #		Ground	2 nos.	1 no. Elaeocarpus apiculatus 尖葉杜英 1 no. Spathodea campanulata 火焰木
75A #		Ground	2 nos.	1 no. Spathodea campanulata 火焰木 1 no. Elaeocarpus apiculatus 尖葉杜英

75B #		Ground	1 no.	1 no. Clausena lansium 黃皮
77A #		Ground	1 no.	1 no. Dimocarpus longan 龍眼
77B #		Ground	1 no.	1 no. Dimocarpus longan 龍眼
79A #		Ground	1 no.	1 no. Magnolia grandiflora 荷花玉蘭
79C #		Ground	1 no.	1 no. Clausena lansium 黃皮
79E #		Ground	1 no.	1 no. Dimocarpus longan 龍眼
81 #		Ground	4 nos.	1 no. Lagerstroemia speciosa 大花紫薇 1 no. Celtis sinensis 朴樹 1 no. Dimocarpus longan 龍眼 1 no. Ficus hispida 對葉榕
83A #		Ground	2 nos.	1 no. Michelia x alba 白蘭 1 no. Artocarpus heterophyllus 菠蘿蜜
83B #		Ground	3 nos.	2 nos. Cinnamomum burmannii 陰香 1 no. Michelia x alba 白蘭
83C #		Ground	3 nos.	2 nos. Cinnamomum burmannii 陰香 1 no. Michelia x alba 白蘭
83D #		Ground	3 nos.	2 nos. Cinnamomum burmannii 陰香 1 no. Michelia x alba 白蘭
83E #		Ground	3 nos.	2 nos. Michelia x alba 白蘭 1 no. Lagerstroemia speciosa 大花紫薇
83F #		Ground	3 nos.	2 nos. Michelia x alba 白蘭 1 no. Lagerstroemia speciosa 大花紫薇
83G #		Ground	3 nos.	1 no. Cinnamomum burmannii 陰香 1 no. Lagerstroemia speciosa 大花紫薇 1 no. Elaeocarpus apiculatus 尖葉杜英
85A #		Ground	3 nos.	1 no. Cinnamomum burmannii 陰香 1 no. Lagerstroemia speciosa 大花紫薇 1 no. Elaeocarpus apiculatus 尖葉杜英
85B #		Ground	2 nos.	2 nos. Michelia x alba 白蘭
85C #		Ground	2 nos.	1 no. Elaeocarpus hainanensis 水石榕 1 no. Michelia x alba 白蘭
85D #		Ground	2 nos.	1 no. Elaeocarpus hainanensis 水石榕 1 no. Michelia x alba 白蘭
87A #		Ground	2 nos.	2 nos. Elaeocarpus hainanensis 水石榕

87B #		Ground	1 no.	1 no. Bridelia tomentosa 土蜜樹
87C #		Ground	1 no.	1 no. Michelia x alba 白蘭
87D #		Ground	1 no.	1 no. Michelia x alba 白蘭
87E #		Ground	1 no.	1 no. Michelia x alba 白蘭
89 #		Ground	8 nos.	3 nos. Magnolia grandiflora 荷花玉蘭 2 nos. Spathodea campanulata 火焰木 1 no. Celtis sinensis 朴樹 2 nos. Dimocarpus longan 龍眼

Tan Kwai Tsuen Road, Casa Regalia

THE EIGHTH SCHEDULE ABOVE REFERRED TO

NON-ENCLOSED AREAS

House No.	Apartment Flat No.	Floor	Balconies	Covered Areas Underneath Balconies
	1	Ground		√
	2	Ground		√
	3	Ground		√
	5	Ground		√
	6	Ground		√
	7	Ground		√
	8	Ground		√
	9	Ground		√
	10	Ground		√
	11	Ground		√
	12	Ground		√
	15	Ground		√
	16	Ground		√
	17	Ground		√
	18	Ground		√
	19	Ground		√
	20	Ground		√
	21	Ground		√
	22	Ground		√
	23	Ground		√
	25	Ground		√
	26	Ground		√
	27	Ground		√
	28	Ground		√
	29	Ground		√
	30	Ground		√
	31	Ground		√
	32	Ground		√
	33	Ground		√
	35	Ground		√
	36	Ground		√

	37	Ground		√
	38	Ground		√
	1	1 st to 3 rd	√	
	2	1 st to 3 rd	√	
	3	1 st to 3 rd	√	
	5	1 st to 3 rd	√	
	6	1 st to 3 rd	√	
	7	1 st to 3 rd	√	
	8	1 st to 3 rd	√	
	9	1 st to 3 rd	√	
	10	1 st to 3 rd	√	
	11	1 st to 3 rd	√	
	12	1 st to 3 rd	√	
	15	1 st to 3 rd	√	
	16	1 st to 3 rd	√	
	17	1 st to 3 rd	√	
	18	1 st to 3 rd	√	
	19	1 st to 3 rd	√	
	20	1 st to 3 rd	√	
	21	1 st to 3 rd	√	
	22	1 st to 3 rd	√	
	23	1 st to 3 rd	√	
	25	1 st to 3 rd	√	
	26	1 st to 3 rd	√	
	27	1 st to 3 rd	√	
	28	1 st to 3 rd	√	
	29	1 st to 2 nd	√	
	30	1 st to 3 rd	√	
	31	1 st to 3 rd	√	
	32	1 st to 3 rd	√	
	33	1 st to 3 rd	√	
	35	1 st to 3 rd	√	
	36	1 st to 3 rd	√	
	37	1 st to 3 rd	√	
	38	1 st to 3 rd	√	
	39	1 st to 3 rd	√	

67A		1 st		√
67A		2 nd	√	
67B		1 st		√
67B		2 nd	√	
69A		1 st		√
69A		2 nd	√	
69B		1 st		√
69B		2 nd	√	
71A		1 st		√
71A		2 nd	√	
71B		1 st		√
71B		2 nd	√	
73A		1 st		√
73A		2 nd	√	
73B		1 st		√
73B		2 nd	√	
75A		Ground		√
75A		1 st	√	
75B		Ground		√
75B		1 st	√	
77A		Ground		√
77A		1 st	√	
77B		Ground		√
77B		1 st	√	
79A		Ground		√
79A		1 st	√	
79B		Ground		√
79B		1 st	√	
79C		Ground		√
79C		1 st	√	
79D		Ground		√
79D		1 st	√	
79E		Ground		√
79E		1 st	√	
79F		Ground		√
79F		1 st	√	

81		Ground		√
81		1 st	√	
83A		1 st		√
83A		2 nd	√	
83B		1 st		√
83B		2 nd	√	
83C		1 st		√
83C		2 nd	√	
83D		1 st		√
83D		2 nd	√	
83E		1 st		√
83E		2 nd	√	
83F		1 st		√
83F		2 nd	√	
83G		1 st		√
83G		2 nd	√	
85A		Ground		√
85A		1 st	√	
85B		Ground		√
85B		1 st	√	
85C		Ground		√
85C		1 st	√	
85D		Ground		√
85D		1 st	√	
87A		Ground		√
87A		1 st	√	
87B		Ground		√
87B		1 st	√	
87C		Ground		√
87C		1 st	√	
87D		Ground		√
87D		1 st	√	
87E		Ground		√
87E		1 st	√	
89		Ground		√
89		1 st	√	

SEALED with the Common Seal of ADVANCE)
)
FAME INVESTMENT LIMITED in the presence)
)
of and SIGNED by)
)
)
)
)
)
whose signature(s) is/are verified by :-)

Solicitor, Hong Kong SAR

SIGNED SEALED and DELIVERED by the)
Second Owner (who having been previously)
identified by identification document(s) as)
specified above) in the presence of :-)

Solicitor, Hong Kong SAR

INTERPRETED to the Second Owner by :-

SEALED with the Common Seal of the Manager)
)
in the presence of and SIGNED by)
)
)
)
whose signature(s) is/are verified by :-)

Solicitor, Hong Kong SAR

SEALED with the Common Seal of the Bank)
)
and SIGNED by)
)
)
)
)
)
whose signature(s) is/are verified by :-)

Solicitor, Hong Kong SAR

DATED the day of 201

ADVANCE FAME INVESTMENTS LIMITED

AND

REGAL ESTATE MANAGEMENT LIMITED

AND

THE BANK OF EAST ASIA, LIMITED

DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT

in respect of

LOT NO.4309 IN DEMARCATION DISTRICT NO. 124

IU, LAI & LI
Solicitors & Notaries
Rooms 2201, 2201A & 2202,
22nd Floor, Tower I,
Admiralty Centre,
No. 18 Harcourt Road,
Hong Kong

Ref: DOL/IT/PPOH/jc
CON 75990