

**THIS DEED** made the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Twenty [ ]

**BETWEEN:**

- (1) **CLASSIC HAPPINESS COMPANY LIMITED** whose registered office is situate at Rooms 3201 - 3204, 32<sup>nd</sup> Floor, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [ ] whose registered office is situate at [ ] Hong Kong (hereinafter called "the DMC Manager") of the second part; and
- (3) [ ] ( [ ] ) (Holder of Hong Kong Identity Card No. [ ] ) of House [ ], 20 Peak Road, Hong Kong/ [ ] whose registered office is at [ ] (hereinafter called "the Covenating Owner" which expression shall where the context so admits include his executors, administrators and assigns and in the case of a corporation its successors and assigns) of the third part;
- (4) **UNITED OVERSEAS BANK LIMITED** a bank incorporated in Singapore and having a branch office situate at 25<sup>th</sup> Floor, Gloucester Tower, The Landmark, 15 Queen's Road Central, Hong Kong of the fourth part ("the Bank").

**WHEREAS :**

- (1) Immediately prior to the assignment to the Covenating Owner of the premises hereinafter referred to, the Registered Owner was in exclusive possession of the Land (as hereinafter defined) HELD under the Government Lease (as hereinafter defined) for the residue of the term of years and upon such terms and conditions as are set out in the First Schedule hereto subject to the Debenture incorporating a First Building Mortgage and a First Floating Charge executed by the Registered Owner in favour of the Bank dated 31<sup>st</sup> May 2011 and registered in the Land Registry by Memorial No.11061601100040 as supplemented by a Supplement to Debenture dated 11<sup>th</sup> February 2014 and registered in the Land Registry by Memorial No.14030501010010.
- (2) The Registered Owner has erected on the Land the Development (as hereinafter defined) and has obtained the Occupation Permit from the Building Authority.
- (3) For the purpose of sale, the Land and the Development have been notionally divided into 30,084 equal undivided parts or shares which are more particularly set out in the Second Schedule hereto.
- (4) For the purpose of fixing and determining the amount to be contributed by each Owner to the management expenses of the Development, Management Shares shall be allocated to the part or parts of the Development in the manner as are more particularly provided in the Third Schedule hereto.

(5) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the Covenanting Owner of the other part, the Registered Owner assigned unto the Covenanting Owner All Those [ ] equal undivided 30,084<sup>th</sup> parts or shares of and in the Land and the Development Together with the full and exclusive right and privilege to hold use occupy and enjoy All That House [ ] of the Development.

(6) The Bank is a party to this Deed for the purpose of confirming its agreement to the Registered Owner's entering into this Deed.

(7) The parties hereto have agreed to enter into these presents to provide for the proper management, operation, servicing, maintenance, repair, decoration, renovation, improvement and insurance of the Land and the Development and for the purposes of defining and regulating the rights interests and obligations of themselves and all subsequent owners in respect of the Land and the Development.

(8) The Director of Lands has given his approval to the terms of this Deed.

**NOW THIS DEED WITNESSETH** as follows:

SECTION I

DEFINITIONS

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

"Authorized Person" Ms. Chan Wan Ming of Messrs. P & T Architects and Engineers Limited, an authorized person who is appointed under section 4(1)(a) or (2) of the Buildings Ordinance, Cap.123 as a co-ordinator of building works for the Development and any other replacement authorized person for the time being appointed by the Registered Owner.

"Building Plans" The general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD2/3055/11 and includes any amendment thereto as approved by the Building Authority.

"Car Park" A car parking space for the parking of licensed motor vehicles within the Development in accordance with Clause 17 of the Lessee's covenants under the Government Lease and each space shall be a space shown on the approved carpark layout plans under Clause 21 of the Lessee's covenants under the Government Lease.

"Carport" All those areas or parts of the Land and the Development as

shown hatched black on the Basement Floor Plan annexed hereto and marked thereon as "CARPORT OF HOUSE 1", "CARPORT OF HOUSE 2", "CARPORT OF HOUSE 3" and "CARPORT OF HOUSE 5" respectively and for House 1 of the Development, including that part of driveway marked on the Basement Floor Plan as "DRIVEWAY OF HOUSE 1", designated for private use of the Owners for the purpose of manoeuvring of vehicles and of which the Owner, as between himself and Owners or occupiers of other parts of the Development, is entitled to the exclusive possession thereof.

"Chairman"

The chairman of the Owners' Committee appointed in accordance with the provisions hereof from time to time.

"Common Areas"

All those areas or parts of the Land and the Development for the common use and benefit of all the Owners and occupiers of the Houses and is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual House and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, the Greenery Area (including the Vertical Green Walls), Residential Recreational Facilities including the disabled lavatory, the accessible lift from Ground Floor to the Basement, external walls (excluding, for the avoidance of doubt, the external walls of, or forming part of, an individual House or any part thereof the exclusive use or possession of which the Owner of the individual House is entitled to), landscape areas & planters, roads, footpaths, stairs, walkways, passageways, entrances, driveways (save and except that part of the driveway of House 1 of the Development marked on the Basement Floor Plan as "DRIVEWAY OF HOUSE 1"), open spaces, staircases, ramps, Owners' Corporation Office, master meter room, water meter room, check meter cabinets, low voltage switch room, Hong Kong Electric Company switch room, fan room, street fire hydrant water tank, sprinkler & street fire hydrant pump room and sprinkler water tank, water check meter room, fire services pump room and fire services water tank, flushing water pump room & tank, pipe ducts, telecommunications and broadcasting equipment room, refuse storage and material recovery room, fire services control room, and "common parts" as specified in Schedule 1 to the Ordinance. For the purpose of identification, the Common Areas are shown coloured yellow, yellow hatched black and yellow cross hatched black on the Ground Floor Plan, First Floor Plan, Elevation 1 Plan, Elevation 2 Plan, Elevation 3 Plan, Elevation 4 Plan and Basement Floor plan certified as to their accuracy by the Authorized Person and annexed hereto.

"Common Areas and Common Facilities"

means collectively, the Common Areas and the Common Facilities.

"Common Facilities"	All those installations and facilities in the Common Areas used in common by or installed for the common benefit of all the Owners and occupiers of the Houses as part of the amenities thereof and not for the exclusive benefit of the Owner or occupiers of any individual House and, without limiting the generality of the foregoing, including stairway, sandtrap, fence walls (if any), drains, drain pits, manhole, channels, catch-pits, water mains, sewers, gutters, watercourses (if any), cables, cable accommodations (including, without limitation, cable troughs, draw-pits and cable ducts), wells (if any), pipes, trenches, wires, salt and fresh water intakes and mains, antennae, water tanks, underground water culvert, fire fighting or security equipment and facilities, pumps, switches, meters, lights, sanitary fittings, refuse disposal equipment and facilities, communal aerials (if any), communal aerial broadcast distribution (if any), telecommunications network facilities and other apparatus equipment and facilities in the Residential Recreational Facilities and Owners' Corporation Office and shall include the "common parts" as specified in Schedule 1 to the Ordinance.
"Development"	The whole of the development now constructed on the Land in accordance with the Government Lease and the Building Plans and comprising (inter alia) 4 Houses and their respective swimming pools, Carports and Car Parks and now known as "Twenty Peak Road by V".
"Fitting Out Rules"	The rules as set out in the Fifth Schedule to regulate the fitting out of the Houses as amended from time to time in accordance with the Government Lease and pursuant to these presents.
"Government"	The Government of Hong Kong.
"Government Lease"	The government lease of the Land more particularly described in the First Schedule hereto as modified by the Modification Letter dated 24 <sup>th</sup> March 2014 and registered at the Land Registry by Memorial No.14032701260019 and any subsequent variations or modifications thereof (if any) as approved by the Director of Lands.
"Greenery Area"	The landscaped area referred to in Clause 9(b)(ii) of the Lessee's covenants under the Government Lease. For the purpose of identification, the area and location of the Greenery Area (including the Vertical Green Walls) are shown coloured green on the Greenery Area & Vertical Greening Diagram certified as to its accuracy by the Authorized Person and annexed hereto.
"Green Hatched Black Area"	Such area as referred to in Clause 26 of the Lessee's covenants under the Government Lease, which are required to be

maintained by the Owners under the Government Lease and which includes such land, slope treatment works, earth-retaining structures, drainage and other works therein and thereon and which is shown for identification purpose and coloured orange hatched black on the Slope Plan and of a scale of not less than 1:500 certified as to its accuracy and as to the inclusion of all the slopes by the Authorized Person and annexed hereto.

"Hong Kong"	The Hong Kong Special Administrative Region of the People's Republic of China.
"House"	Any of the four 3-storeyed houses (including the electrical cabinet, private lift, private lift lobby, protected lobby, hose reel and staircases in the Basement Floor and the external walls of, or forming part of, an individual house or any part thereof) erected on the Land, including their respective gardens, swimming pools, yards, stairhoods, flat roofs, roofs, top roofs, Carports and two Car Parks and for House 1 of the Development, including that part of driveway marked on the Basement Floor Plan as "DRIVEWAY OF HOUSE 1" and those areas marked "VOID" as shown on the First Floor Plan annexed hereto, designated for private residential use and of which the Owner, as between himself and Owners or occupiers of other parts of the Development, is entitled to the exclusive possession thereof.
"House Rules"	The rules which have been or may be made in accordance with the Ordinance and pursuant to these presents by the Manager relating to the use, operation, maintenance, management and administration of the Development from time to time.
"Land"	All that piece or parcel of land registered in the Land Registry as INLAND LOT NO.6372.
"Lessee's covenants"	The covenants of the lessee (including its successors and assigns) under the Government Lease.
"Letter of Undertaking"	The Letter of Undertaking dated 6 <sup>th</sup> March 2015 for the drainage works connecting to Government sewer given by the Registered Owner to the Building Authority and registered at the Land Registry by Memorial No.17011001580019.
"maintain"	Operate, manage, service, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, renovate, improve and decorate or any of such of the foregoing as may be applicable in the circumstances and are in the interest of good estate management.
"management"	All duties and obligations to be performed and observed by the

	Manager pursuant to the provisions of this Deed.
"Management Budget"	The annual budget prepared by the Manager in accordance with Subsection D of Section VI of this Deed.
"management expenditure" or "management expenses"	All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of the Land and the Development, including Manager's Remuneration.
"management fund"	All monies received, recovered or held by the Manager pursuant to this Deed except only the Manager's Remuneration and the Special Fund.
"Management Shares"	The shares allocated or to be allocated to the Houses as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner.
"Manager"	The DMC Manager or any other manager for the time being appointed under the provisions in these presents to manage the Land and the Development pursuant to the provisions of this Deed.
"Manager's Remuneration"	The remuneration payable to the Manager pursuant to the provisions of this Deed.
"Occupation Permit"	The Occupation Permit relating to the Development dated 13 <sup>th</sup> July 2017 issued by the Building Authority.
"Ordinance"	The Building Management Ordinance (Cap.344).
"Outside Land Maintenance Areas"	The areas outside the Land required to be maintained by the Owners under the Government Lease and the Letter of Undertaking, including but not limited to: <ul style="list-style-type: none"> <li>(a) the Right of Way and everything forming portion of or pertaining to the Right of Way, including the signage of the Development at the junction of the Right of Way with Peak Road and the related utilities, fences, those slopes along the Right of Way as indicated in the Slope Plan attached hereto and other features thereon;</li> <li>(b) the Green Hatched Black Area; and</li> <li>(c) sand trap SD-001, catch pits CP-001 and CP-002, maintenance stairway and handrail, stepped channel, black colour high density polyethylene pipe (connecting the storm-water terminal manhole R.M.H.-18, sand trap SD-001 and catch pit CP-001), black colour high density polyethylene pipe and manholes (connecting the sewerage terminal manhole no.F.M.H.-10 and the government sewer manhole no.FMH7007041) (as more particularly referred</li> </ul>

to in the Letter of Undertaking).

"Owner or Owners"	The person or persons in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.
"Owners' Committee"	A committee of the Owners of the Development established under the provisions of this Deed.
"Owners' Corporation"	The corporation of the Owners incorporated under section 8 of the Ordinance.
"Owners' Corporation Office"	The office for the use of the Owners' Corporation or the Owners' Committee and referred to as the Owners' Committee Office in the letter of undertaking dated 24 <sup>th</sup> June 2014 given by the Registered Owner to the Building Authority and registered in the Land Registry by Memorial No.17060801510069 and as shown coloured yellow hatched black on the Basement Floor plan annexed hereto and marked "Owners' Corporation Office".
"person"	A natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint venture or trust.
"Residential Recreational Facilities"	All recreational areas and facilities provided within the Development in accordance with Clause 6 of the Lessee's covenants under the Government Lease for use by the residents of the Houses and their bona fide visitors for recreational purposes. Such recreational areas and facilities are shown coloured yellow cross hatched black on the Basement Floor Plan and marked "Residential Recreational Facilities" certified as to its accuracy by the Authorized Person and annexed hereto.
"Right of Way"	The road or path on such portion of government land for all Owners, their tenants, servants, visitors, workmen and other persons authorized by the Owners to pass and repass on along over by and through the said road or path for all purposes in connection with the proper use and enjoyment of their Houses as referred to in the Government Lease as coloured brown and

brown hatched black on the plan annexed thereto.

"Slopes"	All slopes, slopes treatment landslide preventive, mitigation and remedial works, earth-retaining structures, drainage works, retaining walls and other structures within or outside the Land (including, in particular and without limitation, the Green Hatched Black Area) the maintenance of which is the liability of the Owners under the Government Lease or this Deed and which are shown for identification purpose and coloured orange and orange hatched black on the Slope Plan and of a scale of not less than 1:500 certified as to its accuracy and as to the inclusion of all the slopes by the Authorized Person and annexed hereto.
"Special Fund"	A fund to be established and held by the Manager as trustee for all Owners pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Ordinance and shall include, but is not limited to expenses for the renovation, improvement and repair of the Common Areas and Common Facilities, the Outside Land Maintenance Areas, the purchase, setting up, addition, establishment, improvement and replacement of installations, systems, facilities, equipment, tools, plant and machineries, and apparatus within the Common Areas and Common Facilities, the Outside Land Maintenance Areas, and the costs of the relevant investigation works and professional services.
"Undivided Share or Shares"	Any equal undivided part(s) or share(s) of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed or a sub-deed of mutual covenant (if any).
"Vertical Green Walls"	The vertical green walls which form part of the Greenery Area, with the respective areas and locations, shown for the purpose of identification, on the Greenery Area & Vertical Greening Diagram annexed hereto and certified as to its accuracy by the Authorized Person, and coloured green and marked "VG-A", "VG-B", "VG-C", "VG-D", "VG-E", "VG-F", "VG-G", "VG-H", "VG-J" respectively.
"Works and Installations"	The major works and installations in the Development which require regular maintenance on a recurrent basis, a schedule of which as at the date hereof is included in the Fourth Schedule to this Deed, which schedule is subject to future revisions to be made pursuant to Clauses 11 and 12 of Section X of this Deed.



## SECTION II

### EXCLUSIVE RIGHTS OF REGISTERED OWNER AND COVENANTING OWNER

1. The Registered Owner shall at all times hereafter subject to and with the benefit of the Government Lease and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Covenanting Owner the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof save and except All That House [ ] of the Development and save and except the Common Areas and Common Facilities.
2. The Covenanting Owner shall at all times hereafter subject to and with the benefit of the Government Lease and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Registered Owner All That House [ ] of the Development together with the appurtenances thereto and the entire rents and profits thereof.
3. Subject to Section VIII hereof, the respective grants hereinbefore contained shall in each case be for the residue of the term of years set out in the First Schedule hereto.
4. Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.
5. The Owners (including the Registered Owner) shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions set out in the Government Lease and this Deed and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the Undivided Share or Shares held therewith. The Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong) and any statutory amendments modifications or re-enactments thereof for the time being in force shall apply to these presents.
6. Subject to the provisions of the Government Lease, every Owner for the time being of any Undivided Share 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 licence or otherwise dispose of or deal with his Undivided Share(s) or interest in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.

- (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Lease, do not extend to any lease, tenancy or licence with a term not exceeding ten years (including any renewal thereof) at any one time.
- (b) The right to the exclusive use occupation and enjoyment of any garden, swimming pool, yard, stairhood, flat roof, roof, top roof, Carport, Car Park, including the electrical cabinet, private lift, private lift lobby, the protected lobby, hose reel and staircases in the Basement Floor, and for House 1 of the Development, including that part of driveway marked on the Basement Floor Plan as "DRIVEWAY OF HOUSE 1" and those areas marked "VOID" as shown on the First Floor Plan annexed hereto, shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the House with which the garden, swimming pool, yard, stairhood, flat roof, roof, top roof, Carport, Car Park, including the electrical cabinet, private lift, private lift lobby, protected lobby, hose reel and staircases in the Basement Floor, and for House 1 of the Development, including that part of driveway marked on the Basement Floor Plan as "DRIVEWAY OF HOUSE 1" and those areas marked "VOID" as shown on the First Floor Plan annexed hereto is held.
- (c) The Car Parks shall not be underlet except to the Owner or residents of any House PROVIDED THAT in any event, not more than three in number of the total Car Parks shall be underlet to the Owner or resident of any one House.

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

- (a) The exclusive, full and unrestricted right and privilege from time to time to designate and/or re-designate the house name and numbering of any part of the Development vested in the Registered Owner from time to time Provided always that such exercise of right shall not in any way affect the other Owners' right and privilege to hold, use, occupy and enjoy their respective House(s).

- (b) Subject to the prior written approval by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, the authority and right for the Registered Owner to negotiate and agree with the Government any amendment, alteration, variation or addition to the terms and conditions of the Government Lease (including the plan(s) annexed thereto) or any conditions thereof for installing on government land pipes, sewers, subways or other facilities serving exclusively the Development or any part thereof in such manner as the Registered Owner may deem fit and to execute any documents in the name of the Registered Owner only and/or on behalf and in the name of all or some Owners in connection therewith without the necessity of joining in any other Owner, provided that such amendment, alteration, variation or addition or such documents shall not in any way affect the other Owners' right and privilege to hold, use, occupy and enjoy their respective House(s) nor shall it affect or interfere with the physical use or enjoyment of other Houses by other Owners nor impede access to their Houses. Any benefit, payment or compensation received in relation to or incidental to such amendments, alteration, variation or addition or document shall be credited to the Special Fund.

8. In connection with the exercise of or incidental to the Registered Owner's rights mentioned in the preceding Clause 7 of Section II of this Deed, each Owner agrees that the Registered Owner may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable and each Owner do hereby irrevocably appoint the Registered Owner as his attorney to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Registered Owner to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the Registered Owner as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

9. An Owner shall not assign alienate transfer or otherwise dispose of his House unless the relevant assignments, instrument in writing or document includes the following covenants :

"The Purchaser hereby covenants with the Vendor for itself and, if applicable, as agent for CLASSIC HAPPINESS COMPANY LIMITED ("Classic") to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and be enforceable by the Vendor and/or (as the case may be) Classic that:

- (i) the Covenanting Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on Classic as the Registered Owner under Clause 7 of Section II of the Deed of Mutual Covenant and Management Agreement dated the [ ] day of [ ] and the Covenanting Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by Classic.
- (ii) the Covenanting Purchaser hereby appoints Classic acting singly to be its attorney and grants unto Classic the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenanting Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on Classic as the Registered Owner under Clause 7 of Section II of the Deed of Mutual Covenant and Management Agreement as aforesaid and that the Covenanting Purchaser will ratify and confirm all that Classic shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser.
- (iii) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant and Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser.
- (iv) the Covenanting Purchaser shall not assign alienate transfer or otherwise dispose of the Property unless the relevant assignment, instrument in writing or document includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein contained

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

10. For the purpose of Clauses 7, 8, and 9 of this Section II, each of the expressions "the Registered Owner" and "Classic" shall exclude its assigns.

### SECTION III

#### EASEMENTS RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH HOUSE

##### Houses

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

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

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

3. The Car Parks shall be used solely for the purpose of parking licensed motor vehicles belonging to the residents of the Houses or their bona fide guests, visitors or invitees. No Owner shall use the Car Parks in the Development for any purpose other than for the purpose of parking licensed private motor vehicles only and no articles, goods or other things except private motor vehicles shall be allowed thereon. In particular the Car Parks shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

#### SECTION IV

#### EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH HOUSE IS HELD

A.           Houses

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

- (a)   The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each House for the purposes of effecting necessary repairs to the Development and the Common Areas or the Common Facilities of in under adjacent or adjoining to such House or any other apparatus and equipment used or installed for the benefit of the Land and the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Houses and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his staff and contractors.
- (b)   Easements, rights and privileges of the Owners of other Houses under Clause 1 of Section III hereof.
- (c)   Easements, rights and privileges of the Registered Owner under Clause 7 of Section II hereof

B.           Provisions applicable to all Owners

The Manager shall have full right and authority to control and manage the Common Areas and Common Facilities or any part thereof.

SECTION V

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

1. Every Owner on ceasing to be the Owner of any House shall forthwith notify the Manager in writing of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.
2. Each Owner shall promptly pay and discharge all existing and future taxes rates assessments and outgoings of every kind and description for the time being assessed or payable in respect of the House owned by him and shall indemnify the other Owners from and against all liability therefor. Without limiting the generality of the foregoing, if any House shall have its own separate government water meter, then the water charges for the supply of water to such House shall be paid by the Owner thereof, but if two or more Houses share the same government water meter, the water charges for the supply of water to such group of Houses shall be shared and paid by the Owners thereof in proportion to the number of such Houses for the time being owned by such Owners.
3. Each Owner shall pay to the Manager on the due date his due proportion of the management expenditure and Special Fund as hereinafter provided.
4. No Owner shall make or allow to make any structural alterations or additions to the House owned by him which may damage interfere with or affect the rights of other Owners or the use and enjoyment of any other part or parts of the Development whether in separate or common occupation nor shall the Manager make any structural alterations to any part of the Development which will interfere with or adversely affect the rights of Owners. No Owner shall use cut injure alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus on in or upon the Land or the Development not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.
5. No Owner shall permit or suffer to be done any act or thing in contravention of the covenants and conditions in the Government Lease under which the Land is held from the Government or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by an Owner in addition to any other liability incurred thereby such Owner shall pay the amount of any increase in premium caused by or on account of such breach. In the event of the Development or any part thereof being damaged or destroyed by fire or other perils at any time and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a fair proportion of the cost of completely rebuilding or reinstating the same.



6. Each Owner shall be responsible for and shall indemnify the Manager and all other Owners and occupiers against all actions proceedings claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Development owned by him or any person using such part of the Development with his consent express or implied or by or through or in any way owing to the overflow of water gas or other effluent therefrom.

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

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

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

10. Each Owner shall notwithstanding the obligations of the Manager to maintain the Development keep the House in respect of which he is entitled to exclusive possession use and/or enjoyment and those fixtures fittings services or facilities which exclusively serve the same whether or not they are located inside his House 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 Development. The expenses of keeping in good and tenatable repair and condition the interior of each House and all the fixtures and fittings and all plumbing and other utility fittings and services therein or appertaining thereto (whether or not they are located inside or outside the House) and all the windows and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

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

12. No Owner shall use or permit or suffer his House to be used for any illegal or immoral purpose and no Owner shall use or permit or suffer the House owned by him to be used for any purpose other than that permitted by the Government Lease and the Building Authority and in accordance with any applicable Ordinance or other Regulations or any Government or other permit consent or requirement from time to time applicable thereto and

in particular no Owner shall use or permit or suffer any part of the House to be used as a mahjong school, funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony or as a boarding house, dance hall, guest house, hotel apartment, ballroom or pawn shop or for any offensive trade or business and no Owner shall do or cause or permit or suffer to be done any act or thing in his House which may be in contravention of the terms and conditions in the Government Lease or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of the Development.

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

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

15. No Owner shall have the right to enter into any areas housing the Common Facilities or to alter repair connect to or in any other way interfere with or affect the working of the Common Facilities except with the prior written consent of the Manager and prior written notice is given to the Manager and the least disturbance is caused and any damage caused thereby shall be made good by the Manager at the expense of such Owner.

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

17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Development or any part thereof and in particular no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, about, on or at any part of the external wall, flat roofs, roofs or top roofs of the Development or any part thereof.

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

19. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse rubbish litter or other

article or thing whatsoever except in the course of the proper disposal thereof and in using the facilities for such disposal provided by the Manager.

20. All Owners (including the Registered Owner) as long as they remain Owners shall at all times observe and perform the House Rules and comply with the terms and conditions of the Government Lease.

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

22. Clothing or laundry shall not be hung outside any House or in the Common Areas.

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

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

25. No Owner shall make any claim against the Government, the Director of Lands, his officers, contractors or any other persons authorized by him, his or their workmen for exercise of their rights under Clause (29)(e) and (f) of the Lessee's covenants under the Government Lease.

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

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

28. No Owner shall do anything in the Development whereby excessive noise vibration or resonance or other form of disturbance is created to the detriment of the Development or other persons in or outside the Land Provided that the determination of the Manager as to whether any such noise vibration or resonance or other form of disturbance is excessive shall be conclusive and Provided Further that in the event of a breach hereof by the Owner the defaulting Owner shall make good any damage caused thereby to the Development or any part or parts thereof or to the occupants thereof And Provided Further

that the making good of such damage as aforesaid shall be without prejudice to any further right which the Manager may exercise by virtue of such breach.

29. No Owner shall alter or permit or suffer to be altered any part of the sprinkler system, the fire fighting equipment or the fire prevention system installed in any part of the Development except that such alteration shall be carried out by the Manager or a registered contractor appointed or approved by the Manager at the expense of such Owner causing the alteration in accordance with the Fire Service (Installation Contractors) Regulations and with the prior approval of the Manager and the Fire Services Department.

30. No Owner shall install any air-conditioning unit fitting or plant or any other fitting or fixture through the windows or external walls of the Development (except in positions already provided for such purpose) without the prior written consent of the Manager and (if necessary) the Director of Lands and/or other relevant Government Authorities to any such installations and the conditions of such consent having been complied with.

31. No Owner shall use the Common Areas or any part thereof for the purpose of drying laundry or hanging or placing or storing any dustbins garbage cans furniture machinery goods or chattels or other things thereon or therein.

32. No Owner shall install any furnace boiler or other plant or equipment or use any fuel in any part of the Development that might in any circumstance produce smoke, gas, liquid, solid or otherwise or that may constitute a breach of the provisions of the Government Lease or any Ordinance or any amendment thereof.

33. Each Owner shall comply with and observe all Ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong, including but not limited to those governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and for the protection of the environment.

34. No Owner shall discharge or permit or suffer to be discharged unto any public sewer, storm-water drain or channel without the prior written consent of the Manager and the Director of Environmental Protection.

35. Each Owner shall at his own expense and to the satisfaction of the Director of Fire Services provide access for fire appliances and fire personnel to the Land and the Development and shall permit access thereof for such purposes and at such time or times as the said Director may require. Each Owner shall throughout the term of the Government Lease maintain the said access at his own expense and to the satisfaction of the said Director.

36. Each Owner shall observe and perform all the covenants agreements and conditions contained in the Government Lease and on the part of the Owner to be observed and performed so far as the same relate to the Undivided Shares of the Land and the part of the Development owned by such Owner and such Owner shall from time to time and at all times keep the other Owners fully indemnified from and against all proceedings costs claims and expenses on account of any failure to perform and observe any of the said covenants agreements and conditions so far as they relate as aforesaid.

37. All complaints touching or concerning the Land and the Development shall be made in writing to the Manager.

38. The Owners shall at their own expenses inspect, maintain and carry out all necessary works for the maintenance of their own Houses and the Development including the Works and Installations. The Owners shall also at their own expenses maintain and carry out all works in respect of the Slopes as required by the Government Lease and in accordance with "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual(s) for the Slopes prepared in accordance with Geoguide 5. The Registered Owner (excluding its assigns) shall deposit a full copy of such maintenance manual(s) in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

39. The Owners shall at their own expenses inspect, maintain and carry out all necessary works for the maintenance and repair of the Outside Land Maintenance Areas as required under the Government Lease and the Letter of Undertaking.

40. Without prejudice to Clause 12 of this Section V and save as otherwise provided in Clause 51 of this Section V, no House shall be used for any purpose other than for private residential purposes and in particular no House shall be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles or as hostel or hostel for the elderly or the like. No partitioning shall be erected or installed which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

41. No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or structure on the flat roofs or roofs or top roofs of his House or any part thereof and the Manager shall have the right to enter and to remove anything erected or placed on the flat roofs or roofs or top roofs of the House or any part thereof in contravention of this provision at the cost and expenses of the Owner.

42. 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 House or any part thereof any advertising or other sign of any description without the previous written approval of the Manager.

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

44. No House 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.

45. Birds, cats or pets or other animals or fowls can only be kept or harboured in any House or any part thereof subject to and in accordance with the House Rules.

46. Owners who have a common wall adjoining their respective Houses or a wall dividing the land upon which the Houses are constructed, shall each have the right to the use of the interior surface of the wall on his side. No Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the wall without the written consent of the other and the written consent of the Manager. No Owner shall put structures of any kind (such as fish ponds) so near to the wall as to cause leakage of water to the other side of the wall or as to be likely to cause the wall to collapse. If the wall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause other than the act or negligence of either party, it shall be repaired or rebuilt at their joint cost and expense. No Owner shall make any alteration or addition to the exterior of the wall without the prior written consent of the Manager.

47. Each Owner shall maintain his House (both interior and exterior condition), garden areas including the swimming pool therein, Car Parks, Carport, the Works and Installations and all other areas the exclusive possession of which he is entitled in good repair and condition and in such manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or their occupiers.

48. For the purpose of maintaining a uniform and harmonious external appearance and landscaping of the Development, and in addition to but without prejudice to any restrictions (if any) as prescribed in the other provisions of this Deed, each of the Owners hereby covenants that he would not do permit or suffer to be done any act or thing which may or will alter the external appearance and facade of the Houses and the landscaping features in the Development without the prior written consent of the Manager and the Manager shall have absolute discretion in determining whether or not its written consent should be given.

49. Without prejudice to the generality of the preceding Clause 48, each Owner covenants without having obtained the Manager's approval :-

- (a) not to make any alterations or additions to facade of their Houses;
- (b) not to put any canvas or awnings onto any roof decks of their Houses;
- (c) not to alter any structures or the positions of any external walls;
- (d) not to deck any voids (if any) or cover with any structure the roof terrace patio garden or any other open areas;
- (e) not to :-
  - (i) install any metal grille;
  - (ii) build up any parapet masonry walls;

- (iii) add trellises on the roof decks; or
- (iv) install exterior lighting of any kind;
- (f) not to enlarge or alter the colour and type of the external walls and/or windows and/or the doors of their Houses;
- (g) not to position any antennas on the roof tops of their Houses other than in the position approved by the Manager;
- (h) not to erect any object or structure in the ground or garden of any House, whether front or rear;
- (i) not to relocate, alter, damage or change any stormwater manholes, downpipes at the garden area or the enclosures to such;
- (j) not to change, alter, damage or relocate the drainage channels, drain pits, catch-pits or trenches at the garden area nor shall the drainage channels, drain pits, catch-pits or trenches be covered by any materials or structures so as to block the access by the Manager to the drainage channels, drain pits, catch-pits or trenches to carry out necessary repairs to the drainage channels, drain pits, catch-pits or trenches and to the pipes laid down at the trenches; and
- (k) not to change, alter, damage or relocate any underground plumbing, pipework, underground cables and cable duct, underground fire services pipework, underground town gas or any other utilities or services for common use which are located under the garden area or other parts of their Houses.

50. No Owner (including the Registered Owner) shall have the right to convert the Common Areas and Common Facilities or any part thereof to his or its own use or for his or its own benefit unless the approval by a resolution of the Owners' Committee has been obtained. Any payment received for the granting of such approval shall be credited to the Special Fund. No Owner (including the Registered Owner) shall have the right to convert or designate such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him as Common Areas and Common Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the Registered Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Common Facilities to his or its own use or for his or its benefit.

51. No Owner shall use the Car Parks in the Development for any purpose other than for the purpose of parking licensed private motor vehicles only and no articles, goods or other things except private motor vehicles shall be allowed thereon. The Car Parks shall be used solely for the purpose of parking licensed motor vehicles belonging to the residents of the Houses or their bona fide guests, visitors or invitees.

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

53. No Owner may park his vehicle in such a manner as to cause inconvenience or annoyance to the Owners of the adjoining Houses.
54. No vehicle may exceed the speed limit (if any) displayed in the Common Areas.
55. All vehicles must display in a prominent position the car identification badges or labels, otherwise entry to the Development may be refused.
56. No Owner shall make any alteration to his Car Park or erect any posts or chains thereon and thereto without the prior written consent of the Manager.
57. No Owner shall sub-divide any Car Park (irrespective of its size and area) for any purposes including but not limited to sale, assignment, lease, license, charge or disposal.
58. No Owner shall enclose his Car Park with shutters or doors.
59. No Owner shall allow his vehicle parked in any Car Park to deteriorate to a condition detrimental to the environmental appearance of the Development.
60. No Owner shall build any structures in his garden.
61. Bicycles, baby carriages or similar vehicles shall not be allowed to stand in any passageways or the Common Areas.
62. The Owners' Corporation Office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of the Development.



SECTION VI

MANAGEMENT OF THE LAND AND THE DEVELOPMENT

A. Appointment of Manager

1. The management of the Land and the Development shall be undertaken by the Manager.

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

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

(i) by resignation from such appointment by the Manager giving not less than three months' notice in writing to the Owners' Committee (or where there is no Owners' Committee, by serving such notice on each of the Owners and by displaying such a notice in a prominent place in the Development. Such notice may be given by delivering it personally to the Owners; or by sending it by post to the Owners at his last known address; or by leaving it at his House or by depositing it in the letter box for his House); or

(ii) prior to the formation of the Owners' Corporation, by removal (without compensation) by the Owners' Committee upon a majority resolution of meeting of the Owners under Clause A13(b) of Section VII hereof and the giving of three months' notice in writing to the Manager; or

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

(c) (i) Subject to sub-clause (c)(v) of this Clause 2, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by Owners of not less than 50% of the Undivided Shares in aggregate, terminate by notice the DMC Manager's appointment without compensation.

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

(1) the notice of termination of appointment is in writing;

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

- (vi) If a contract for the appointment of a Manager other than a DMC Manager contains no provision for the termination of the Manager's appointment, sub-clause (c)(i), (c)(ii), (c)(iii) and (c)(v) of this Clause 2 apply to the termination of the Manager's appointment as they apply to the termination of a DMC Manager's appointment.
- (vii) Sub-clause (vi) of this Clause 2 operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than a DMC Manager to terminate the appointment of the Manager.
- (viii) This sub-clause (c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section.

3. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner hereby appoints the Manager irrevocably as agent in respect of any matter concerning the Common Areas and Common Facilities and all other matters duly authorized under this Deed, including but not limited to the enforcement of the provisions of this Deed, the execution and signature of all deeds and documents for and on behalf of all the Owners as shall be required or may be deemed proper for or in relation to all or any of the purposes of this Deed.

4. The Manager shall be bound by and shall observe and perform all of the conditions duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

5. If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under Clause 2(c)(iv)(2) of this Subsection A of this Section VI, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 2(c)(iv)(2) of this Subsection A of this Section VI that may otherwise render that person liable for a breach of that undertaking or agreement.

#### B. Powers and Duties of Manager

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

- (a) To employ a qualified architect or professional to inspect the Development (save only the interior of the Houses) including the Common Areas and Common Facilities at such time or times as the Manager shall deem necessary and to prepare a report of such inspection which report will be kept at the management office of the Development and will be open to inspection by all Owners and occupiers of any of part of the Development and the Manager will furnish upon request to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.
- (b) To put in hand and ensure the satisfactory completion of works necessary to maintain any Common Areas and Common Facilities so as to ensure that the same are maintained in a good clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
- (c) To ensure that all the Owners or occupiers maintain the Houses owned or occupied by them and if there shall be any default on the part of any such Owners or occupiers to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupier.
- (d) To paint wash tile or otherwise treat as may be appropriate the Common Areas at such intervals as the same may in the opinion of the Manager be reasonably required to be done.
- (e) To replace any glass in the Common Areas that has been broken.
- (f) To keep all the Common Areas properly lighted and ventilated.
- (g) To keep in good order and maintain the ventilation of the enclosed Common Areas.
- (h) To keep the Common Areas and all parts thereof in a clean sanitary and tidy condition.
- (i) To prevent any decaying noxious excrementitious or other refuse matter from being deposited on the Common Areas or any part thereof and to remove all refuse from such parts of the Common Areas and arrange for its disposal at such regular intervals and to maintain in the Development refuse storage and material recovery room to the satisfaction of the Director of Food and Environmental Hygiene.
- (j) To prevent the obstruction of all the Common Areas and to remove any article or thing causing obstruction. If and whenever any article or thing shall be placed or stored on or in any part of the Common Areas, the Manager or its agents, servants, caretakers or cleaners of the Development shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the

case of emergency) to remove the article or thing causing the obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right without giving any prior notice to the defaulting party to remove such article and thing from such part of the Common Areas to another place or places as the Manager shall think fit. All costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting party and the defaulting party shall not claim against the Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal.

- (k) To keep all the common sewers drains watercourse and pipes free and clear from obstructions.
- (l) To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall in its reasonable discretion deem necessary or desirable for the benefit of the Land and the Development.
- (m) To keep all lighting equipment water and sewage systems which form part of the Common Facilities in good and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion and subject to prior written approval of the Owners' Committee (if formed) or the Owners' Corporation, if formed, to enter into contracts with third parties for the maintenance thereof and the entering into of such contracts shall be in compliance with Clauses B1(ak), B1(bi) and B10 of Section VI hereof. The Manager shall also be responsible for all works required for any alteration to the sewage system and future connection of the same to the public culvert to be constructed if so required by the Government and all costs and expenses for such works shall be borne by the Owners provided that such costs and expenses shall first be paid out of the Special Fund.
- (n) To prevent so far as is possible any refuse or other matter being deposited washed eroded or falling from the Development onto any part of any public roads or any road-culverts sewers drains nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government or other drains waterways watercourses footpaths sewers nullahs pipes cables wires utility services or other works being in under over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage to the satisfaction of the Government.
- (o) To remove any structure installation signboard sunshade bracket fitting or other things in or on any part of the Development which have been erected in contravention of the terms of this Deed or the Buildings Ordinance or its regulations or any other Ordinance or regulations and/or without the prior written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same or if the conditions of such permission are in breach) and to demand and recover from the person by

whom such structure or other things as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.

- (p) To maintain fire fighting equipment and fire alarms and to comply with all requirements of the Fire Services Department and generally so far as may be possible to maintain the Development safe from fire at all times.
- (q) To provide a security force watchmen porters and caretakers and to provide with and maintain burglar alarms and other security equipment and generally so far as may be possible to maintain security in the Development at all times.
- (r) To do all things which the Manager shall in his absolute discretion deem necessary or desirable for the purposes of maintaining and improving the Common Areas and Common Facilities for the better enjoyment or use of the Development by its Owners occupiers and their licensees provided that the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Common Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- (s) To appoint solicitors to advise on matters which arise in the management of the Land and the Development and which necessitate professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and in particular but without limiting the foregoing in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent officer to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of High Court (or any provisions amending or in substitution for the same).
- (t) To prevent (by legal action if necessary) any person including an Owner from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the Government Lease or the Occupation Permit any of the Common Areas or any part of the Land and the Development.
- (u) To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Lease and any statutory or Government requirements concerning or relating to the Development for which no Owner or occupier of the Development is directly responsible.
- (v) To prevent (by legal action if necessary) and to take action to remedy any breach by any Owner or other person residing in or visiting the Land of any terms and conditions contained in the Government Lease or this Deed.

- (w) To prevent any person detrimentally altering or injuring any part of the Development or any of the Common Facilities.
- (x) To demand collect and receive all amounts payable by Owners under the provisions of this Deed.
- (y) To pay and discharge out of all monies so collected all outgoings relating to the management of the Development or incurred by the Manager hereunder.
- (z) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured to the full new reinstatement value in respect of the Common Areas and Common Facilities and all parts thereof as comprehensively as reasonably possible and in particular against loss or damage by fire or other perils and to effect insurance against public and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Development and other liabilities in such items or in such amounts as the Manager may think fit such insurance to be in the name of the Manager itself for and on behalf of all the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force and updated.
- (aa) To keep proper records of accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as hereinafter provided.
- (ab) To represent the Owners in all matters and dealings with Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the proper management of the Common Areas and Common Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings so long as the same does not contravene or is not in conflict with any of the provisions of this Deed.
- (ac) To commence conduct carry on and defend legal and other proceedings touching or concerning the Land and the Development or the management thereof in the name of the Manager.
- (ad) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed and the House Rules hereunder and to take action including the commencement and conduct of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (ae) To enforce the due observance and performance of the House Rules and the Fitting Out Rules.

- (af) To post and specify any House in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards and/or other prominent spaces within the Development after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so.
- (ag) To recruit dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide uniforms, working clothes, tools, appliance, cleaning and other materials and all equipment necessary therefor.
- (ah) To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Development or any House and for such purpose to enter into any part or House for the purpose of abating such nuisance.
- (ai) To do all such other things as are reasonably incidental to the management of the Land and the Development.
- (aj) To repair and keep in good repair and condition the Common Areas and Common Facilities and when necessary upon reasonable prior written notice (except in case of emergency) to enter into any part or any House for the purpose of carrying out necessary repairs to the Land and Development and the Common Areas and Common Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Houses and shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his employees, contractors or agents.
- (ak) Except in accordance with Clause 9 of Section B of this Section VI and subject to the provisions in Schedule 7 to the Ordinance, the Manager shall not, in any financial year, enter into any contract for procurement of supplies, goods or services that involves (i) amounts in excess of or likely to be in excess of \$200,000.00 (or such other amount as the Secretary for Home Affairs may specify by notice in the Gazette) or (ii) an amount which is or is likely to be more than 20% of the Management Budget or revised Management Budget (as the case may be) (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser.
- (al) To manage, control and maintain the parking of cars and other vehicles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other areas intended for common use and in particular to ensure that the Car Parks are used solely for their intended purposes and that the Common Areas and all roads and other areas intended for common use remain unobstructed.



- (am) To install in or affix to and use (or permit any person to install in or affix to and use) any part of the Common Areas for the installation, erection and maintenance of flues, pipes, conduits, antennae, chimneys, aerials and/or dish installation (if any), structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment (all of which upon such installation or erection shall form part of the Common Facilities) and to lease licence install affix erect place and maintain or contract for the leasing, licensing, installation and maintenance of communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which serve the Development or any part thereof and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 10 of this Subsection B of Section VI of this Deed (where appropriate) and for such purposes to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities provided that the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained prior to the exercise of such rights and that such installation shall not unreasonably affect the enjoyment of the Development by the Owners and occupiers. Any consideration received therefor shall be credited to the Special Fund.
- (an) Subject to the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained, to enter into and thereafter change amend vary add to alter or cancel any Deed(s) of Mutual Grant and/or Deed(s) of Mutual Grant and Release and/or any other Deed(s) and/or Agreements) whatsoever with any person(s) or corporation(s) in connection with the granting and/or reservations of rights, easements, rights of way, privileges, benefits, obligations and/or any other matters affecting the Land and the Development and/or any adjoining properties. Such Deed(s) or Agreement(s) shall contain such provisions as the Manager deems fit and necessary in the circumstances Provided that such right shall be confined to the Common Areas and Common Facilities and that the Owners' right to occupy and enjoy their respective Houses is not adversely affected Provided further that any consideration received therefor shall be credited to the Special Fund.
- (ao) Subject to the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements (whether formal or informal) with the Government or such other parties and upon such terms and conditions and with or without consideration in respect of any part or parts of the Common Areas as the Manager shall reasonably consider necessary to ensure efficient management of the Land and the Development PROVIDED THAT any charges or fee collected thereunder shall be credited to the Special Fund.

- (ap) Subject to the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained, to grant right of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person or persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Common Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Lease.
- (aq) Subject to the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained, to grant reasonable easements, rights of way, quasi-easements (if any), rights, privileges and/or licences to the Government, the Registered Owner or other owner(s) of any adjacent land and/or adjacent building or any person to use, connect to, construct, lay, maintain, remove, renew and/or replace any roads, passageways, walkways, footpaths, open spaces, nullahs and culverts, sewage treatment plant and facilities, refuse collection and disposal areas and facilities, drainage systems, drains, pipes, cables, irrigation pipes, pumps and other installation apparatus, fittings, chambers, and other equipment and structures at or within the Land and the Development on such terms as the Manager deems fit Provided that the exercise of all or any of the rights herein conferred upon the Manager shall be confined to the Common Areas and Common Facilities and shall not adversely interfere with an Owner's right to the physical use and occupation of his House and Provided Further that all monetary consideration (if any) received therefor pursuant to this sub-clause shall be credited to the Special Fund.
- (ar) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Common Facilities including the Residential Recreational Facilities and their ancillary facilities in the Common Areas and Common Facilities, to remove any person thereon who fails to comply with or is in breach of any House Rules relating to such facilities and to exclude any person who has been in persistent breach of such House Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate PROVIDED THAT any charges or fee collected thereunder shall be credited to the Special Fund.
- (as) Subject to sub-clause (ak) of this clause, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other staff and attendants and to do all such things as are reasonably incidental to the management of the Development.
- (at) To have the full authority of the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slopes or other structure in compliance with the Government Lease and in accordance with the slope

maintenance manual and in particular, in accordance with all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by it in carrying out such maintenance and repair and such other works. For the purpose of this Clause, the Manager shall include Owners' Corporation, if formed.

- (au) To improve, control, operate, maintain and manage the Residential Recreational Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Common Facilities and maintain the same including any access steps staircases and ramps in accordance with the Government Lease.
- (av) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls elevations and facade thereof (excluding, for the avoidance of doubt, the external walls of, or forming part of, an individual House or any part thereof the exclusive use or possession of which the Owner of the individual House is entitled to) but excluding windows and window frames except those situated in the Common Areas and Common Facilities PROVIDED HOWEVER THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any window glass shall be broken and remain unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the House concerned requiring him to replace the same.
- (aw) To maintain any drainage system whether within or outside the Land which is required to be maintained pursuant to the provisions of the Government Lease.
- (ax) To make suitable arrangements for the supply, use or provision of fresh and flushing water, gas and electricity and any other utility or service and any rights and privileges to or for the Land and the Development or any part thereof and to lease or licence any adjacent land or building or land or building in the vicinity for the use and benefit of the Land and the Development or any part thereof on such terms as the Manager deems fit.
- (ay) To prevent any person from overloading the floors of the Development or any part or parts thereof.
- (az) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development.

- (ba) To ensure that all Owners use the water supply properly.
- (bb) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development.
- (bc) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as the Manager shall in its reasonable discretion consider desirable Provided that prior approval by a resolution of Owners at an Owners' meeting convened under this Deed is required for any decorations of the Common Areas and Common Facilities which involves expenditure in excess of 10% of the current annual Management Budget.
- (bd) To give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed provided that the Manager shall act reasonably in giving or withholding such written consent or approval and to impose conditions or additional conditions relating thereto.
- (be) Subject as otherwise provided in this Deed, from time to time to compile rules and regulations governing:
  - (i) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
  - (ii) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat.
- (bf) To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.
- (bg) Without prejudice to the Manager's obligations under this Deed, to appoint or employ agents, contractors or sub-managers which may include professional property management companies to carry out the management, maintenance, operation and control of the Common Areas and Common Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit. For avoidance of doubt, the Manager shall not assign or transfer any of his duties or obligations under this Deed to such person or company and such person or company shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole Development.
- (bh) To maintain the Outside Land Maintenance Areas and all areas slopes earth-retaining structures, drainage, open spaces and facilities as are required to be maintained under the provisions of the Government Lease and the Letter of Undertaking and in the manner as provided therein.
- (bi) Without prejudice to the other powers and duties of the Manager contained herein, to carry out such decoration, renovation, improvement works or such

other works whether or not of a cosmetic nature in respect of the Common Areas and Common Facilities or any part(s) thereof for the purpose of enhancing, upgrading or improving the appearance, condition or amenities of the Development Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Common Facilities or any improvements to facilities or services which involves expenditure in excess of 10% of the current annual Management Budget.

- (bj) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the occupiers of the Development and to ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route and shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Development. Such recyclable materials recovered from the waste separation and recovery facilities shall be properly collected, stored and sent for recycling if the Manager considers appropriate and fit to do so. All charges and fees collected thereunder shall be credited to the Special Fund.
- (bk) To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the occupiers of the Development and to encourage the Owners and the occupiers of the Development to participate in such activities with a view to improving the environmental conditions of the Development.
- (bl) To make House Rules to require the Owners and the occupiers of the Development to dispose of any rubbish properly for waste separation and recycling purposes.
- (bm) To make House Rules to protect the environment of the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
- (bn) To inspect, maintain and carry out all necessary works for the maintenance of the Development including the Works and Installations.
- (bo) To allow utilities companies and their authorized persons to enter the Land and the Development or any part thereof for the purpose of carrying out any works for the maintenance, alteration and repair of facilities and services for the use and benefit of the Land and the Development and/or any adjoining or adjacent land or building or land or building in the vicinity on such terms as the Manager deems fit.

- (bp) To carry out regular maintenance inspection of the drainage system and associated fixtures fittings services or facilities in under over or adjacent to the Land or any part thereof at such time or times or intervals as the Manager shall deem necessary and to remove any sediments and debris deposited or found within the Land and in respect of sediments and debris deposited or found outside the Land to notify the owners or occupiers of the adjoining land or other relevant person(s) or authorities who shall be responsible for removing any such sediments and debris and to have the full authority of the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the drainage system and associated fixtures fittings services or facilities within the Land.
- (bq) To remove the waste from and make good any damage done to the Government properties in accordance with Clause 27 of the Lessee's covenants under the Government Lease.
- (br) To comply with the terms and conditions of the Government Lease.
- (bs) The Manager shall have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.

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

3. The Manager shall have power to make House Rules before the formation of the Owners' Committee for the purpose of regulating the use operation and maintenance of the Development and any of the structures facilities services or amenities thereof and the conduct of persons occupying using or visiting the same. It may (subject to the approval of the Owners'

Committee if any) from time to time revoke and amend the House Rules. The House Rules and any amendments thereto must not be inconsistent with or contravene the provisions of this Deed, the Ordinance or the conditions of the Government Lease. Such House Rules shall be binding on all of the Owners and their tenants licensees servants or agents. A copy of each of the House Rules from time to time in force shall be posted on the public notice board in a prominent place in the Development and a copy thereof shall be supplied to each Owner on request free of charge.

4. 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.

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

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

7. The Manager shall not be made personally liable for carrying out any requirements in respect of the Slopes and related works under the Government Lease which shall remain the responsibility of the Owners if, having used all reasonable endeavours, he has not been able to collect the costs of the required works from all Owners.

8. Notwithstanding any provision to the contrary herein contained, the Manager's rights and duties to manage the Development shall not include carrying out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual Management Budget except with the prior approval by resolution of Owners at the meeting of Owners convened under this Deed.

9. (a) Subject to sub-clauses (b) and (c) of this Clause 9, the Manager or the Owners' Committee shall not enter into any contract for the procurement of supplies, goods, or services the value of which exceeds or is likely to exceed the amount of \$200,000.00 (or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette) unless :

- (i) the supplies, goods or services are procured by invitation to tender; and

- (ii) the procurement complies with the standards and guidelines as may be specified in the Code of Practice referred to in Section 20A(1) of the Ordinance.
- (b) Subject to sub-clause (c) of this Clause 9, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed an amount which is equivalent to 20% of the annual Management Budget (or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette) unless :-
  - (1) if there is an Owners' Corporation-
    - (i) the supplies, goods or services are procured by invitation to tender;
    - (ii) the procurement complies with the standards and guidelines as may be specified in the Code of Practice referred to in Section 20A(1) of the Ordinance; and
    - (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
  - (2) if there is no Owners' Corporation-
    - (i) the supplies, goods or services are procured by invitation to tender;
    - (ii) the procurement complies with the standards and guidelines as may be specified in the Code of Practice referred to in Section 20A(1) of the Ordinance; and
    - (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at an Owners' meeting convened and conducted under this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) of this Clause 9 do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services")-
  - (1) where there is an Owners' Corporation, if-
    - (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and



- (ii) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead by invitation to tender; or
- (2) where there is no Owners' Corporation, if-
  - (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
  - (ii) the Owners decide by a resolution of the Owners passed at an Owners' meeting convened and conducted under this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

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

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

#### C. Manager's Remuneration

1. The Manager's Remuneration shall not exceed twenty percent (20%) per annum (subject to variation by resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Development (excluding the Manager's Remuneration itself, Government rents and any capital expenditure (or expenditure drawn out of the Special Fund as referred to in Clause 9 of Subsection D of this Section VI)) necessarily and reasonably incurred in the management of the Land and the Development provided that by a resolution of the Owners at an Owners' meeting convened under this Deed any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate not exceeding 20% per annum (subject to variation by resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Development (excluding the Manager's Remuneration itself, Government rents and any capital expenditure

(or expenditure drawn out of the Special Fund as referred to in Clause 9 of Subsection D of this Section VI)) necessarily and reasonably incurred in the management of the Land and the Development or at such lower rate as considered appropriate by the Owners. The Manager's Remuneration shall be paid in advance on the first day of each calendar month and the manner on how the Manager's Remuneration is paid shall be determined by the Owners and the Manager and may be reviewed and changed from time to time by a majority resolution passed at a meeting of the Owners held pursuant to this Deed. Any over-payment of the Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the management fund within 21 days of the completion of the auditing of the annual accounts for such year as provided under Clause 5 of Subsection H of this Section VI and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year calculated in accordance with the first sentence of this clause shall likewise be made within 21 days of the completion of the auditing of the annual accounts for such year.

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

3. Subject to Subsection D of this Section VI, the total amount of management expenses payable by the Owners during any period of 12 months of a financial year shall be the total proposed expenditure during that year as specified by the Manager in accordance with Clause 1 of Subsection D of this Section VI.

D. Management Budget and Contribution by Owners

1. (a) In respect of each financial year, the Manager shall prepare a draft annual budget to be called "Management Budget" for the purpose of determining the contributions respectively payable by the Owners and such draft budget shall show all the proposed management expenditure of the Land and the Development during the financial year.
- (b) In respect of each financial year, the Manager shall send a copy of the draft Management Budget to the Owners' Committee or, where there is no Owners' Committee, shall display a copy in a prominent place in the Development for at least 7 consecutive days, together with a notice inviting each Owner to send his comments on the draft Management Budget to the Manager within a period of 14 days from the date the draft Management Budget was sent or first displayed.
- (c) In respect of each financial year, after the end of the 14-day period, the Manager shall prepare the Management Budget specifying the total proposed expenditure during the financial year and send a copy to the Owners' Committee or, where there is no Owners' Committee, display a copy in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days.

- (d) If the Manager has not complied with sub-clauses (a), (b) and (c) of this clause before the start of a financial year (other than the first financial year), the total amount of management expenditure for that year shall, until the Manager has so complied, be deemed to be the same as the previous financial year. If the aforesaid have been complied with, the total amount of management expenditure for that financial year shall be the total proposed management expenditure specified in the Management Budget for that year and the amount which the Owners shall contribute shall be calculated and adjusted accordingly.
- (e) Where a Management Budget has been sent or displayed in accordance with sub-clause (c) of this clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and Management Budget by virtue of sub-clauses (a), (b) and (c) of this clause.
- (f) Where a revised Management Budget is sent or displayed in accordance with sub-clause (e) of this clause, the total amount of management expenditure for that financial year shall be the total management expenditure or the proposed management expenditure specified in the revised Management Budget and the amount that the Owners shall contribute towards the management expenditure shall be calculated and adjusted accordingly.
- (g) If there is an Owners' Corporation and, within a period of 1 month from the date that a Management Budget or revised Management Budget for a financial year is sent or first displayed in accordance with sub-clauses (c) or (e) of this clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenditure for the financial year shall, until another Management Budget or revised Management Budget is sent or displayed in accordance with sub-clauses (c) or (e) of this clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenditure (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (h) The Manager shall supply any Owner with a copy of any draft Management Budget or Management Budget or revised Management Budget on request and upon payment of a reasonable copying charge PROVIDED THAT any charges or fee collected thereunder shall be credited to the Special Fund.

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

September of the year, 31<sup>st</sup> March of that the following year, or if such date is after 30<sup>th</sup> September of the year, until 31<sup>st</sup> March of the following year.

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

- (a) Government rents for the whole of the Land if there is no separate assessment or apportionment for individual Houses;
- (b) The premia payable for the insurance of the Common Areas and Common Facilities against fire and other perils, third party and property owners' liability, employers' liability and other liabilities as the Manager deems fit;
- (c) Charges for the supply and consumption of water, gas, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Development other than the Houses;
- (d) Save and except the cost and expenses incurred in the maintenance of the Outside Land Maintenance Areas, the cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, watermains and channels whether within or outside the Land that are required to be maintained under the Government Lease;
- (e) The costs of lighting, repairing, maintaining, cleaning, painting, decorating and keeping in good condition any parts of the Common Areas, the Common Facilities or any part thereof;
- (f) The costs of operating the Common Facilities;
- (g) Remuneration for accountants, caretakers, security guards, watchmen, cleaners and attendants and such other staff as may be required for the proper management of the Land and the Development;
- (h) The costs of refuse collection, storage and disposal in respect of the Land and the Development;
- (i) Such legal, professional or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;
- (j) The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- (k) The Manager's Remuneration;

- (l) The costs of maintenance and/or repair works respectively described in Clause 1(av), Clause 1(bh) and Clause 1(bn) of Sub-Section B of Section VI of this Deed;
- (m) Any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty, the services for residents or in the exercise of any power under this Deed in respect of any part or parts of the Land and the Development;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature, which shall be payable out of the Special Fund hereinafter mentioned Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

4. The annual Management Budget other than the first Management Budget shall be reviewed by the Owners' Committee (when it has been established pursuant to the provisions of this Deed) and in the light of such review, the Manager may alter such Management Budget based on the suggestions of the Owners' Committee and the Management Budget as reviewed or altered as aforesaid shall be deemed adopted.

5. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the proportion which the number of the Management Shares allocated to his House bears to the total number of the Management Shares allocated to all Houses Provided however that notwithstanding any provisions to the contrary herein contained no Owner may be called upon to pay more than his fair share of the management expenditure, having regard to the number of Management Shares allocated to his House. The Registered Owner shall make payments and contributions towards the management expenditure which are of recurrent nature in respect of those Houses and Undivided Shares unsold provided that it shall not be obliged to make the payments and contributions aforesaid in respect of Management Shares allocated to a separate building or phase the construction of which has not been completed except to the extent that the building or phase benefit(s) from the provisions of this Deed as to management and maintenance of the Development. All outgoings including management expenses and any Government rent and rates up to and inclusive of the date of the first assignment by the Registered Owner of the Houses shall be paid by the Registered Owner. An Owner must not be required to make any payment or reimburse the Registered Owner for these outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

6. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the provisions of this Deed and shall determine the time and place of payment and unless otherwise determined by the Manager each Owner shall on the first day of each and every calendar month (whether legally demanded or not) pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

7. (a) Without prejudice to the proviso in Clause 5 of this Subsection, in the event of a deficiency occurring or seeming to the Manager likely to occur or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) require any revision to the Management Budget, the Manager may at any time during the financial year prepare a revised Management Budget in accordance with the procedures set out in Clauses 1(e) of Subsection D of this Section VI. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.
- (b) The Manager shall also have the power, in the event of a revised Management Budget completed pursuant to and in accordance with sub-clause (a) hereof, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised proposed expenditure in any financial year to the intent that any such amounts shall form part of the monthly contribution of such Owner to the management expenditure and be recoverable accordingly.

8. (a) Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled in its discretion to charge the Owners an administrative fee for granting and processing any consent required from the Manager pursuant to this Deed (which consent shall not be unreasonably withheld) provided that the Manager shall not charge any fee other than a reasonable administrative fee for such purpose; to charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris;

- (b) from time to time to make rules and regulations governing the supply and use of electricity air-conditioning water to the Common Areas and Common Facilities, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government;
- (c) to enter with or without workmen at all reasonable times on prior written notice (except in case of emergency) upon all parts of the Land and the Development necessary for the purpose of repairing any of the electricity fresh or sea water conduits lines mains and pipes serving any part of the Land and the Development whether or not the same belong exclusively to any House Provided that the Manager shall at his own expense repair any damage caused by its negligent, criminal or wilful acts or the negligent, criminal or wilful acts of its workmen or sub-contractors Provided further that the Manager shall ensure that the least disturbance and inconvenience are caused;

Provided always that all monies fees or charges received by the Manager under the provisions of this Clause shall be held by the Manager on trust for all the Owners for the time being and shall be credited to the Special Fund.

9. (a) There shall be established and maintained by the Manager a Special Fund for the purpose of paragraph 4 of the Schedule 7 to the Ordinance.
- (b) The first Owner of each House (except where the Registered Owner has made the initial contribution to the Special Fund as provided in Clause 9(c) hereunder) shall at the time of completion of the assignment in respect of the purchase of a House pay to the Manager the Special Fund. Each Owner shall initially contribute  $\frac{2}{12}$  of the first year's budgeted management expenses payable in respect of his House.
- (c) The Registered Owner shall make the initial contribution to the Special Fund and pay the management fee deposit and debris removal charge if he remains the owner of those Undivided Shares allocated to the Houses in that part of the Development the construction of which has been completed and which remain unsold 3 months after (i) the date of execution of this Deed or (ii) the date on which the Registered Owner is in a position validly to assign the Houses, whichever is the later.
- (d) The Special Fund shall be held by the Manager as trustee on behalf of all Owners and be deposited in interest bearing accounts of a licensed bank in the name of the Special Fund for the Development.
- (e) The Special Fund shall be separate and set apart from the management fund in the books of account but reference shall be made to the Special Fund in the annual accounts. The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the Special Fund for the Development. The Manager shall without delay pay all money received by him in respect of the Special Fund into the account opened and maintained under this sub-clause or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 9(j) of this Subsection D of this Section VI, and shall use that account exclusively for the purpose referred to in Clause 9(a) of this Subsection D of this Section VI.
- (f) Each Owner shall make further periodic contributions to the Special Fund. The general meeting of the Owners shall by resolution decide the amounts to be contributed by the Owners to the Special Fund for the ensuing year and the time when those contributions will be payable.
- (g) Subject to approval by resolution of the Owners' Committee or Owners' Corporation (if formed), the Manager shall give to the Owners at least one month's notice of the intended use of the Special Fund together with information on the amount and the purpose for which such fund shall be used. Except in a situation considered by the Manager to be an emergency, money must not be paid out of the Special Fund unless it is for a purpose approved by the Owners' Committee (if any). The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.

- (h) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
- (i) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners at an Owners' meeting, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (j) Without prejudice to the generality of Clause 9(e) of Subsection D of this Section VI, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (k) The Manager shall display a document showing evidence of any account opened and maintained under Clause 9(e) or Clause 9(j) of this Subsection D of this Section VI above in a prominent place in the Development.
- (l) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under Clauses 9(e) of this Subsection D above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 9(j) of this Subsection D above.

E. Security for and recovery of moneys due to Manager

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

- (a) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equivalent to three months' monthly contribution of the first year's budgeted management expenses and such sum shall be non-interest bearing and not be used by such Owner to set off against monthly contribution of the management expenses or any other contributions to be made by him and such sum is non-refundable but transferable; and
- (b) pay to the Manager a sum equivalent to two months' contribution of the first year's budgeted management expenses as payment in advance of the first two months' contribution of the first year's budgeted management expenses and such sum is neither refundable nor transferable;
- (c) pay to the Manager a non-refundable and non-transferable debris removal fee in the sum equivalent to not more than one month's contribution of the first year's budgeted management expenses as shall be determined by the Manager which shall be applied by the Manager towards the cost of removal from the Development of any debris or rubbish which may accumulate as a result of the



initial fitting-out of the Houses. Any debris removal fee paid but not used for debris removal shall be paid into and form part of the Special Fund.

For the avoidance of doubt (and in addition and without prejudice to the other rights of the Manager under this Deed), the Manager shall have the right to set off the deposit paid under the preceding Clause 1(a) of this Subsection against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set-off and in any proceedings by the Manager against an Owner in respect of any default in payment, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager shall have exercised its right of set-off as aforesaid, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to one month's management contribution of management expenses currently payable by him in respect of the part of the Development which he owns.

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

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

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

All interest and collection charges received must be credited to the Special Fund.

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

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

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

F. Application of monies received by Manager

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

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

3. Notwithstanding any terms in this Deed, all moneys paid to the Manager by way of interest and collection charges shall be credited to the Special Fund.

G. Owners' interest in Fund

Any person (including the Registered Owner) ceasing to be an Owner of any Undivided Share(s) in the Land and the Development shall thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 1(a) of Subsection E of this Section VI and the Special Fund to the intent that all such funds shall be held and applied for the management of the Land and the Development irrespective of changes in the ownership of the Undivided Share(s) in the Land and the Development

PROVIDED that any deposit paid under Clause 1(a) of Subsection E of this Section VI shall be transferred into the name of the new Owner of such Undivided Share(s) AND PROVIDED further that upon the Land reverting to the Government or no renewal of the Government Lease being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or in the case of extinguishment of rights and obligations as aforesaid an appropriate part of the said funds shall be divided between the then Owners in proportion to the respective contributions made by them or their respective predecessors under the provisions of Subsection D of this Section VI immediately prior to such reversion or in the case of extinguishment of rights and obligations as aforesaid between the Owners whose rights and obligations are extinguished.

H. Management records and Accounts

1. The Manager may change the financial year once only in every five years (unless otherwise approved by the Owners' Committee (if any)) by giving 3 months' notice in writing in advance to the Owners.

2. (a) The Manager shall open and maintain an interest-bearing account at a licensed bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) in the name of the Manager and to be held on trust by the Manager for and on behalf of the Owners for the time being of the Development, and shall use that account exclusively in respect of the management of the Development.

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

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

(d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by him in respect of the management of the Development into the respective account opened and maintained by the Manager under sub-clause (a) above, or if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.

(e) Subject to sub-clause (f) below, the Manager may, out of money received by the Manager in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, which shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).

(f) The retention of a reasonable amount of money under sub-clause (e) above or the payment of that amount into a current account in accordance with sub-clause (e) above and any other arrangement for dealing with money received by the Manager shall be subject to

such conditions as may be approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).

(g) Any reference in this clause to an account is a reference to an account opened with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which refers to the management of the Land and the Development.

3. The Manager shall keep true and proper books or records of account and other financial records of all monies received or expended in the exercise of its powers and duties hereunder and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years.

4. Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a detailed summary of the income and expenditure and a balance sheet in respect of its management of the Land and the Development within that period and shall exhibit the same in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days.

5. Within 2 months after the close of each financial year, the Manager shall prepare annual accounts comprising income and expenditure accounts and balance sheet in respect of the preceding financial year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days. Such accounts shall be audited by auditors appointed by the Manager provided always that prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice. Each annual account shall include details of the Special Fund required by Clause 9 of Subsection D of this Section VI and an estimate of the time when there will be a need to draw on that fund, and the amount of money that will be then needed.

6. The Manager shall upon request and upon the payment of a reasonable copying charge send to each Owner a copy of any books or records of account at any time after the same shall have been prepared as herein provided provided that all charges collected thereunder shall be credited to the Special Fund.

7. The Manager shall at any reasonable time permit the Owners to inspect the books or records of account and any income and expenditure account or balance sheet prepared pursuant hereto.

8. The Manager shall have power to appoint a firm of Certified Public Accountants to audit the accounts and records of the Manager concerning the management of the Land and the Development and to certify the annual accounts prepared in accordance with the foregoing clauses and the accountant's fees shall be part of the management expenditure. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time provided that prior to the formation of the Owners' Corporation, the Owners at a meeting of the Owners may choose to appoint an

auditor of their choice from time to time. If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in the resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and-

- (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
  - (b) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
9. (a) Subject to sub-clause (b) of this Clause 9, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the manager appointed in his place any movable property in respect of the control, management and administration of the Land and the Development that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends:
- (i) prepare:
    - (1) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ends; and
    - (2) a balance sheet as at the date his appointment ends,and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
  - (ii) deliver to the Owners' Committee (if any) or the manager appointed in his place any books or records of account, papers, documents, plans and other records which are required for the purpose of the preceding sub-clause (b)(i) of this Clause 9 and have not been delivered under sub-clause (a) of this Clause 9.

## SECTION VII

### A. Meetings of the Owners

1. An annual general meeting of the Owners shall be held at least once a year. The Owners may meet from time to time as occasion may require to discuss and decide matters concerning the management of the Land and the Development.

2. A meeting of the Owners may be validly convened by the Manager or by the Owners' Committee or by an Owner appointed to convene such a meeting by the Owners of not less than 5% of all the Undivided Shares in aggregate in the Land and the Development by at least 14 days' prior notice in writing to the Owners specifying the date, time and place of the meeting, the subjects to be discussed and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting referred in this Clause 2 may be given :

- (a) by delivering it personally to each Owner; or
- (b) by sending it by post to each Owner at his last known address; or
- (c) by leaving it at each Owner's House or depositing it in the letter box for that House.

3. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 50% of the Owners shall be a quorum. For the purpose of this clause, 50% of the Owners shall mean 50% of the number of the Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares of the Development and shall not be construed as the Owners of 50% of the Undivided Shares in aggregate.

4. The only persons entitled to attend any such meeting and vote thereat shall be Owners or the representative or representatives of the Owner or Owners duly appointed by the Owner or Owners in writing.

5. The Chairman of the Owners' Committee shall be the chairman of the meeting. If the meeting is convened by the Manager or an Owner appointed as mentioned in Clause 2 of this Subsection A, the person convening the meeting shall be the chairman of the meeting.

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

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

8. Subject to Clause 15 of this Subsection A, every Owner at a meeting of Owners shall have one vote for each Undivided Share held by him and may cast a vote personally or by proxy. At a meeting of Owners, where two or more persons are the co-

owners of an 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 appointed by the co-owners;
- (ii) by a person appointed by the co-owners from amongst themselves; or
- (iii) if no appointment is made under sub-subparagraph (i) or (ii) of this Clause 8, then either by one of the co-owners personally or by a proxy appointed by one of the co-owners.

9. In the case of any meeting where two or more persons are the co-owners of an Undivided Share and more than one of the co-owners seek to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.

10. If there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

11. (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Ordinance, and

- (i) shall be signed by the Owner; or
- (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.

(b) The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened by the Manager or an Owner appointed as mentioned in Clause 2 of this Subsection A of this Section VII, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

(c) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

12. The Manager shall send a representative or representatives to all such meetings and a record of the persons present at the meeting and the proceedings thereof shall be kept.

13. The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) for the purpose of forming an Owners' Committee and electing the first Chairman thereof or appointing a management committee for the purpose of forming an Owners' Corporation under the Ordinance. The first Chairman shall act until the

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

14. The function of the Owners' Committee is to represent the Owners of the Land and the Development in all dealings with the Manager and to undertake such other duties as the Manager may with the approval of the Owners' Committee delegate to the Owners' Committee and without in any way limiting the generality of the foregoing:

- (a) to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Development;
- (b) prior to the formation of the Owners' Corporation, to terminate the appointment of the Manager of the Development with the sanction of a resolution at a meeting of the Owners of the Development duly convened and passed by a majority of votes of Owners voting either personally or by proxy and supported by Owners of not less than fifty percent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Common Facilities) in the Development and upon the giving to the Manager three months' notice in writing;
- (c) prior to the formation of the Owners' Corporation, to appoint (whether in place of any Manager removed or to fill any vacancy) any service company or agent as a Manager of the Development upon the termination of the then Manager's employment Provided that such appointment shall be made with the sanction of a resolution at a meeting of the Owners duly convened and passed by a majority of Owners holding not less than fifty percent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Common Facilities) in the Development;
- (d) to undertake consider review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

15. Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Common Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting whether under this Deed, the Ordinance or otherwise. Accordingly, the Undivided Shares as referred to in Clause 8 of this Subsection shall not include the Undivided Shares allocated to the Common Areas and Common Facilities.

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

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



B. Meetings of the Owners' Committee

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

2. In the election of the members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Development to represent the Owners PROVIDED THAT the total number of representatives shall not be less than 3. For the time being and unless and until otherwise determined by a meeting of the Owners, there shall be 3 representatives for the Owners of the Houses with one for each House.

3. Any Owner of a House (including any one or two or more co-owners) for the time being of the Undivided Share or Shares in the Land and the Development shall be eligible for election to the Owners' Committee. In the event of an Owner being a corporate body, the representative(s) appointed by such Owner shall be eligible for such election. The appointment of a representative or representatives by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing given to the Owners' Committee.

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

(a) He shall nevertheless cease to hold office if:

(i) he resigns by notice in writing to the Owners' Committee;

(ii) he ceases to be eligible; or

(iii) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.

(b) If in any annual general meeting at which an election of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no annual general meeting is held, the members of the Owners' Committee shall continue to be in office until the next annual general meeting.

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

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

7. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below 3. In the event that the number is reduced below 3, the remaining member of the Owners' Committee may act but only for the purpose of calling for a meeting of the Owners to elect additional members or fill in any vacancy of an Owners' Committee.

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

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

10. (a) The officers of the Owners' Committee ("Officers") shall be:

(i) the Chairman;

(ii) the secretary; and

(iii) such other officers (if any) as the Owners' Committee may from time to time elect.

(b) The Officers shall be elected by the Owners, such election to be held at or as soon as reasonably possible after the annual general meeting at which the Owners' Committee is elected and at such other times as may be necessary.

(c) All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.

11. The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting referred in this Clause 11 may be given :

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

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

(c) by leaving it at the member's House or depositing it in the letter box for that House.

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

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

(a) the Chairman; or

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

14. At a meeting of the Owners' Committee, each member present shall have one vote on a question before the Owners' Committee and if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.

15. The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among the Owners on any business relating to the management of the Development.

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

## SECTION VIII

### REINSTATEMENT

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

2. Notwithstanding any other provisions to the contrary herein contained, the following provisions shall apply to a meeting convened by the Manager or Owners of such Undivided Shares under the provisions of this Section VIII :

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

- (c) Subject to sub-clause (j) of this Clause 2, if within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place;
- (d) The Owners present in such meeting shall choose one of their members to be the Chairman of the meeting;
- (e) The Chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Subject to sub-clause (j) of this Clause 2, every Owner present in person or by proxy shall have one vote for each Undivided Share vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case of dispute the one of such Owners whose name, in order of priority, stands highest in relation to such Undivided Share in the register kept at the Land Registry shall have the right to vote;
- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be deposited with the Chairman of the meeting either before or at the meeting;
- (i) Subject to sub-clause (j) of this Clause 2, a resolution passed by not less than seventy-five percent (75%) majority of votes of the Owners present in person or by proxy shall be binding on all the Owners of such part or parts of the Development Provided as follows:
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the Undivided Shares as referred to in the Clauses 2(b), (c), (f) and (i) of this Section VIII shall not include the Undivided Shares allocated to the Common Areas and Common Facilities.

## SECTION IX

### EXCLUSIONS AND INDEMNITIES

The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager, its employees, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, agents or contractors and the Owners' Committee shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

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

unless it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, agents or contractors and the Owners' Committee involving criminal liability or dishonesty or negligence ("Act or Omission") and Provided that the contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof. No Owner will be required to indemnify the Manager or its employees, agents or contractors from and against any action, claim, demand and/or proceeding arising out of any Act or Omission.

## SECTION X

### MISCELLANEOUS

1. Without prejudice to any provisions herein contained, no person shall after ceasing to be an Owner of any Undivided Shares in the Land and the Development be liable for any debts liabilities or obligations under the covenants terms and conditions of this Deed in respect of such Undivided Share and/or the part of the Development held therewith 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.
2. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his House must provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of his House shall be deemed to be his address for service.
3. There shall be public notice boards at such prominent places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the House Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for three consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
4. Subject as hereinbefore provided in the case notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if served personally upon the party to be served or sent by post addressed to the party to whom the notices or demands are given at his last known address or left at the House or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same Provided that where notice is to be given to an Owner who is a chargor, such notice may also be served on the chargee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known place of business or residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the management office of the Development.
5. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Common Areas, the Common Facilities and to the Undivided Shares held therewith.
6. (a) No provision in this Deed shall prejudice or contravene or in any way be construed or constructed so as to prejudice or exclude or contravene the provisions of the Ordinance and the Schedules thereto.

- (b) During the period of existence of the Owners' Corporation under the Ordinance, the Owners' meeting under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation convened under the Ordinance and the Owners' Committee under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation if it is or has been appointed.
  - (c) Upon execution of this Deed, the Registered Owner shall assign the whole of the Undivided Shares in the Common Areas and Common Facilities together with the Common Areas and Common Facilities free of cost or consideration to the Manager appointed under this Deed who must hold the said Undivided Shares on trust for the benefit of all Owners and, if an Owners' Corporation is formed under the Ordinance, it may require the Manager, in accordance with this Deed to assign the Undivided Shares in the Common Areas and Common Facilities to it free of costs or consideration, in which event, the Manager must assign such Undivided Shares and the Owners' Corporation must hold such Undivided Shares on trust for all the Owners. On termination of the Manager's appointment, the Manager must assign the Undivided Shares in the Common Areas and Common Facilities free of costs or consideration to its successor in office as the Manager who must hold the said Undivided Shares on trust for the benefit of all the Owners.
7. (a) The Registered Owner (which expression, for the purpose of this clause, shall exclude its assigns) shall at its own costs cause a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Development for inspection by all Owners free of cost within one month after the date of this Deed. A copy of this Deed and its Chinese translation shall be supplied by the Manager to an Owner on request at his expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.
- (b) The Registered Owner (which expression, for the purpose of this clause, shall exclude its assigns) shall at the costs of the Registered Owner deposit a copy of Schedules 7 and 8 to the Ordinance in both English and Chinese versions at the management office of the Development 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 Fund.
8. A set of the plans annexed hereto showing the Common Areas and Common Facilities shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges.
9. The Undivided Shares allocated to the Common Areas and Common Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees under this Deed, nor shall such Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.



10. The Registered Owner (which expression, for the purpose of this clause, shall exclude its assigns) at its own costs and expenses has prepared a schedule for the Works and Installations as set out in the Fourth Schedule to this Deed (subject to revisions as provided for in Clauses 11 and 12 below). The Registered Owner (excluding its assigns) shall at its own costs and expenses prepare and compile the first maintenance manual for the Works and Installations for the reference of the Owners and the Manager 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 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.

The Registered Owner (excluding its assigns) shall deposit a full copy of the said first maintenance manual in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

11. The schedule for the Works and Installations and the maintenance manual for the Works and Installations shall be revised if necessary in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.

12. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule for the Works and Installations and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

13. All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.

14. The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office of the Development within one month after the date of its preparation for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

15. Any consent or approval that the Owners may be required to obtain from the Manager shall not be unreasonably withheld.

16. No provision in this Deed shall provide for interrupting the supply of electricity, water, gas, telecommunications or other utilities to any House or to prevent access to the House by reason of the Owner of that House failing to pay any fees or to comply with any other provisions under this Deed.

17. Without prejudice to the terms of the Government Lease, the Greenery Area shall not be used for any other purpose without the prior consent of the Building Authority.

18. Without prejudice to the terms of the Government Lease, the Vertical Green Walls shall not be used for any other purpose without the prior consent of the Building Authority.

19. Without prejudice to the terms of the Government Lease, the Residential Recreational Facilities shall not be used for any other purpose or by any other persons without the prior consent of the Building Authority.

20. The Owners shall at their own costs and expenses uphold maintain and repair the Right of Way in accordance with the conditions of the Government Lease. The Manager shall have the duty to maintain and manage the Right of Way as if the whole of the same shall form part of the Common Areas.

21. The Owner of House 1 of the Development will be responsible for the maintenance of those areas of the said House 1 respectively marked "VOID" as shown in the First Floor plan annexed hereto.

22. Nothing in this Deed conflicts with or is in breach of the conditions of the Government Lease. If any provision contained in this Deed conflicts with the Government Lease, the Government Lease shall prevail.

23. All Owners (including the Registered Owner) and the Manager covenant with each other to comply with the conditions of the Government Lease so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

The Government Lease:-

- (a) Date : The 23<sup>rd</sup> day of February 1971.
- (b) Parties : Queen Elizabeth II of the one part and Skyilly (Hong Kong) Limited of the other part.
- (c) Term : 75 years with a right of renewal for one further term of 75 years from the 23<sup>rd</sup> day of October 1939.
- (d) Lot : Inland Lot No.6372.

As varied and modified by a Modification Letter dated 24<sup>th</sup> March 2014 and registered at the Land Registry by Memorial No.14032701260019.

THE SECOND SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares

**Houses :**

**No. of Undivided Shares  
allocated to each House**

House 1	8,894
House 2	7,110
House 3	6,990
House 5 (referred to as House 4 in the Occupation Permit)	<u>6,990</u>
Sub-total :	29,984
<b>Common Areas and Common Facilities :</b>	<u>100</u>

**Total Undivided Shares: 30,084**

THE THIRD SCHEDULE ABOVE REFERRED TO

Allocation of Management Shares

**Houses :**

**No. of Management Shares  
allocated to each House**

House 1	8,894
House 2	7,110
House 3	6,990
House 5 (referred to as House 4 in the Occupation Permit)	<u>6,990</u>

**Total Management Shares :** 29,984

THE FOURTH SCHEDULE ABOVE REFERRED TO

Works and Installations as at the date of this Deed :

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) gas supply system;
- (ix) window installations;
- (x) soft landscape;
- (xi) boundary fence wall;
- (xii) mechanical ventilation and air-conditioning system;
- (xiii) lighting system;
- (xiv) lift installations (only for the accessible lift for common use from the Ground floor to the Basement of the Development); and
- (xv) Slopes.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Fitting Out Rules)

1. All works specified and approved in writing by the Manager shall be completed in strict accordance with such approved drawings, plans and specifications within three months of each Owner of the Houses being notified of such approval or such longer period as may be agreed by the Manager.

2. When the fitting out proposals are approved and before any work commences, each Owner of the Houses shall submit to the Manager the name, address and telephone number of his contractors.

3. For works that may affect services outside the individual House including: -

- (a) any work involving the construction or installation of any brickwork, concrete or other items of a structural nature;
- (b) any plumbing or drainage work;
- (c) any alteration or addition to any mechanical or electrical service;
- (d) any specialist work such as destructive and non-destructive testing, noise barrier installation, burglar alarm and security installation, structural steelwork, landscaping, supply of bituminous pavement materials and construction of special bituminous surfacing, etc.;

each Owner of the Houses is required to use the services of the contractors appointed by such Owner and approved in writing by the Manager subject to Clause 15 in Section X of this Deed Provided that the Manager will not charge any fee for giving the approval in question.

4. No work is allowed to be carried out in the Common Areas or in the Common Facilities.

5. Debris created by the carrying out of any work and moving in other than the initial fitting-out as described in Clause 1(c) of Sub-Section E of Section VI of this Deed are to be cleared at the expense of the Owner creating the same (whether by himself or his contractor) and if so required by the Manager each Owner shall before he is entitled to possession of his House pay to the Manager on demand a fee for the performance of such clearing work in such manner and proportions as shall be determined by the Manager to be fair and reasonable and the Manager's determination shall be final and binding on all Owners of the Houses.

6. Debris are not allowed to be stacked in the Common Areas or the Common Facilities except the designated area approved by the Manager (if any).

7. Each Owner of the Houses shall co-operate and shall procure that his servants, agents

and workmen co-operate fully with the Manager, his nominated contractors and project consultants in carrying out any works in his House and shall cause such work to be co-ordinated and carried out in such a manner as to avoid any delay or interference to others.

8. Each Owner of the Houses, his servants, agents and workmen shall obey and comply with all instructions and directions which may be given by the Manager or its authorized representatives in connection with the carrying out of any works in his House.

9. Each Owner of the Houses is solely responsible for the safety of all the works carried out in his House and for the payment of all costs, charges and expenses involved.

10. Each Owner shall indemnify the Manager against all claims arising out of the actions of his contractors and others similarly employed in connection with the carrying out of any works in his House.

11. No Owner of the Houses shall carry out or attempt to carry out any works which is likely to cause any fire risk or other hazard in the Development.

12. Each Owner of the Houses shall ensure that all the necessary consents, approvals or permission (if any) from the relevant Government authorities have been duly obtained in respect of all works to be carried out in his House.

13. Each Owner of the Houses is solely responsible for all consequences resulting from the completion of the works specified and/or approved by the Manager and the Manager shall not in any circumstances be liable to any Owner in respect of any specification and/or approval given by the Manager to the carrying out of works at the House of an Owner.

14. Each Owner of the Houses shall be responsible to ensure that his tenants, licensees, servants or agents comply with the Fitting Out Rules.



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

SEALED with the COMMON SEAL of )  
the Registered Owner and SIGNED by )  
)  
directors and persons duly authorized by )  
resolution of its Board of directors whose )  
signatures are verified by: - )

SEALED with the COMMON SEAL of )  
the Covenanting Owner and SIGNED by )  
)  
directors and persons duly authorized by )  
resolution of its Board of directors whose )  
signatures are verified by: - )

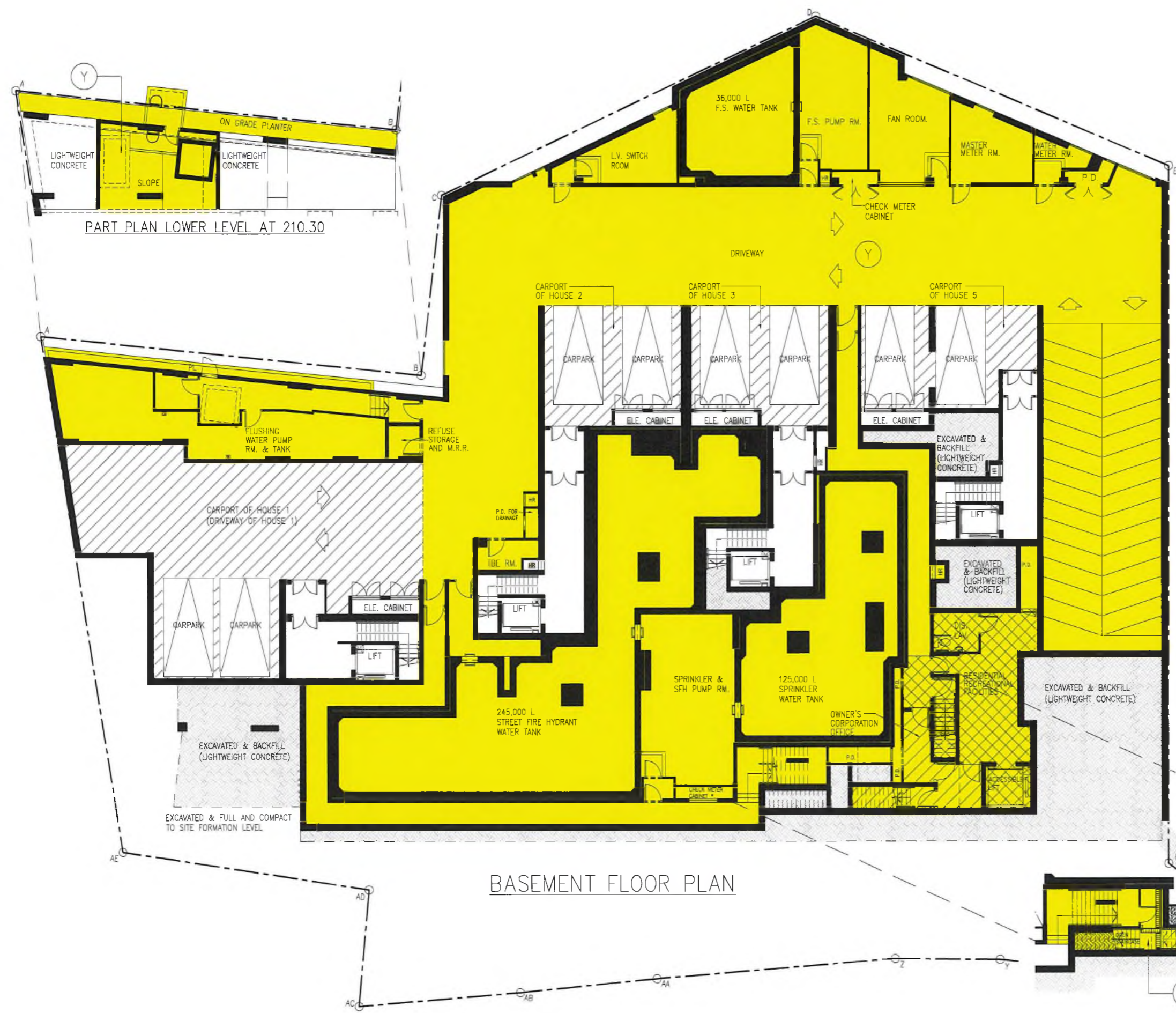
*OR*  
SIGNED SEALED and DELIVERD by the )  
the Covenanting Owner (who having )  
previously been identified by production of )  
Hong Kong Identity Card No. ) in the )  
presence of :- )

SEALED with the COMMON SEAL of )  
the DMC Manager and SIGNED by )  
)  
directors and persons duly authorized by )  
resolution of its Board of directors whose )  
signatures are verified by: - )

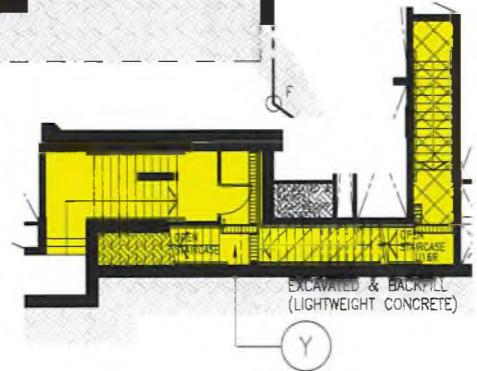
SEALED with the COMMON SEAL of )  
the Bank and SIGNED by )  
 )  
directors and persons duly authorized by )  
resolution of its Board of directors whose )  
signatures are verified by: - )



- LEGEND**
- COMMON AREAS AND FACILITIES
  - COMMON AREAS AND FACILITIES (OWNER'S CORPORATION OFFICE)
  - COMMON AREAS AND FACILITIES (RESIDENTIAL RECREATIONAL FACILITIES)
  - CARPORT



**BASEMENT FLOOR PLAN**



**UPPER PART PLAN FOR BASEMENT FLOOR**

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

*Chan Wan Ming*

CHAN WAN MING  
AUTHORIZED PERSON (ARCHITECT)  
05 AUG 2021

NUMBER / 編號	DATE / 日期	REVISION / 修訂
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<small>           P&amp;T GROUP INTERNATIONAL LTD            巴馬丹拿國際有限公司            TEL/電話: 852-2575 6575            FAX/傳真: 852-2881 3834         </small>		
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<small>           PALMER &amp; TURNER CONSULTANTS (SHANGHAI) LTD (BEIJING BRANCH)            巴馬丹拿建築師事務所(北京)有限公司            TEL/電話: 86-10-8587 9051            FAX/傳真: 86-10-8587 9812         </small>		
<small>           P&amp;T ARCHITECTS AND ENGINEERS LTD (MACAU BRANCH)            巴馬丹拿建築及工程師有限公司(澳門分公司)            TEL/電話: 852-2855 0341            FAX/傳真: 852-2851 3834         </small>		
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PROJECT / 工程項目  
 PROPOSED RESIDENTIAL REDEVELOPMENT  
 AT No.20 PEAK ROAD, HONG KONG INLAND  
 LOT NO. 6372

DRAWING / 圖名  
 BASEMENT FLOOR PLAN

SCALE / 比例  
 1 : 200

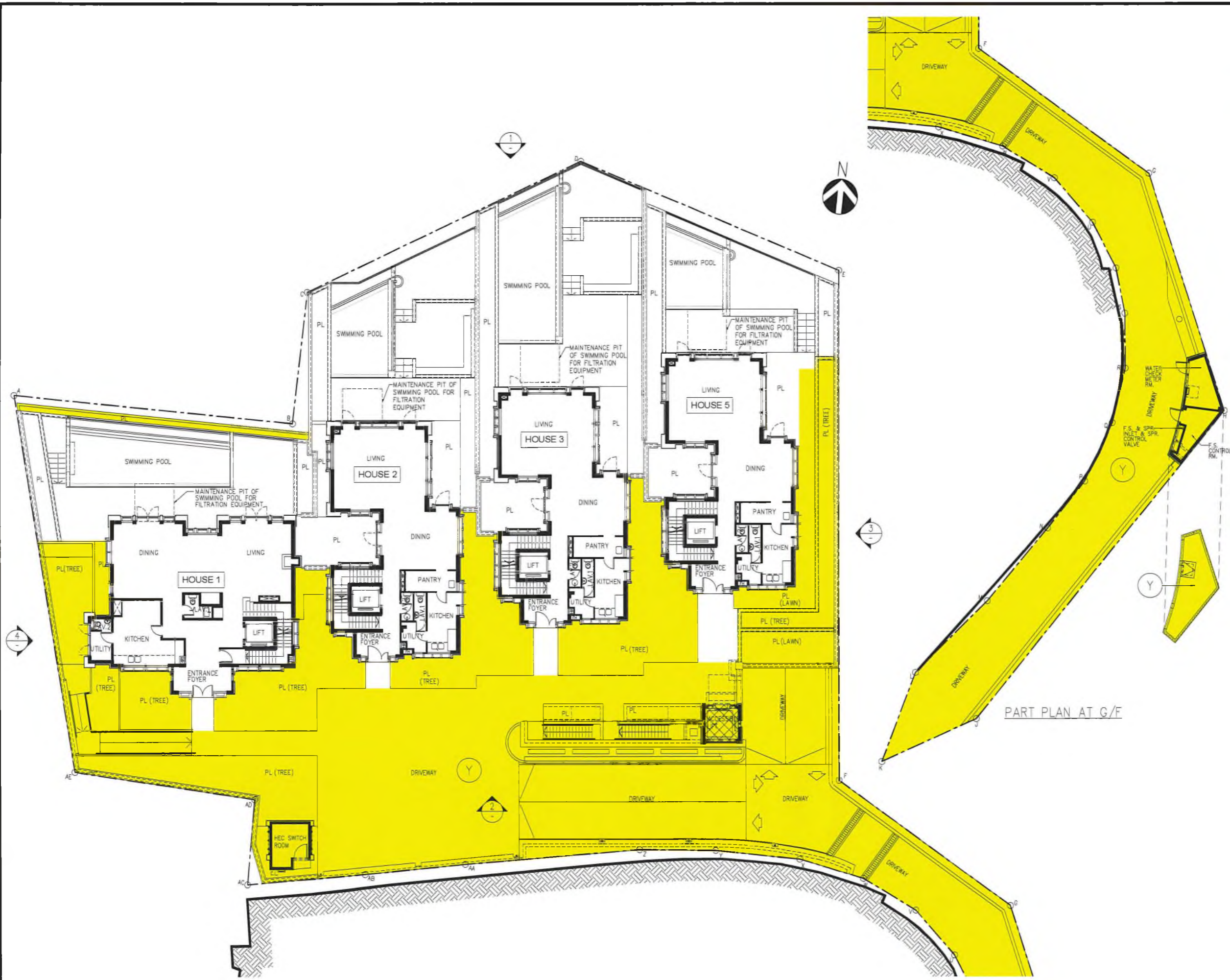
DATE / 日期  
 SEP, 2017

JOB NUMBER / 工程編號  
 4566

DRAWING NUMBER / 圖號  
 DMC-A-01

DESIGNED / 設計  
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- COMMON AREAS AND FACILITIES
  - COMMON AREAS AND FACILITIES (RESIDENTIAL RECREATIONAL FACILITIES)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

*Chan Wan Ming*

CHAN WAN MING  
 AUTHORIZED PERSON (ARCHITECT)  
 05 AUG 2021

NUMBER / 編號	DATE / 日期	ARCHITECT / 設計
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PART PLAN AT G/F

PROJECT / 工程項目  
 PROPOSED RESIDENTIAL REDEVELOPMENT  
 AT No.20 PEAK ROAD, HONG KONG INLAND  
 LOT NO. 6372

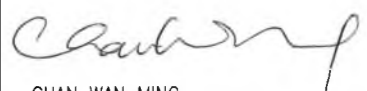
DRAWING / 圖名  
 GROUND FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程編號	
1 : 250	4566	
DATE / 日期	DRAWING NUMBER / 圖號	
SEP, 2017	DMC-A-02	
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 AUTHORIZED PERSON (ARCHITECT)  
 05 AUG 2021

NUMBER / 編號      DATE / 日期      AMENDMENT / 修訂

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PROJECT / 工程項目  
 PROPOSED RESIDENTIAL REDEVELOPMENT  
 AT No.20 PEAK ROAD, HONG KONG INLAND  
 LOT NO. 6372

DRAWING / 圖名  
 FIRST FLOOR PLAN

SCALE / 比例 1 : 200	JOB NUMBER / 工程編號 4566
DATE / 日期 SEP, 2017	DRAWING NUMBER / 圖號 DMC-A-03
DESIGNED / 設計	CHECKED / 審核
	APPROVED / 審定

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LEGEND

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*Chan Wan Ming*

CHAN WAN MING  
AUTHORIZED PERSON (ARCHITECT)  
05 AUG 2021

NUMBER / 編號      DATE / 日期      MODIFICATION / 修改

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PROJECT / 工程項目  
PROPOSED RESIDENTIAL REDEVELOPMENT  
AT No.20 PEAK ROAD, HONG KONG INLAND  
LOT NO. 6372

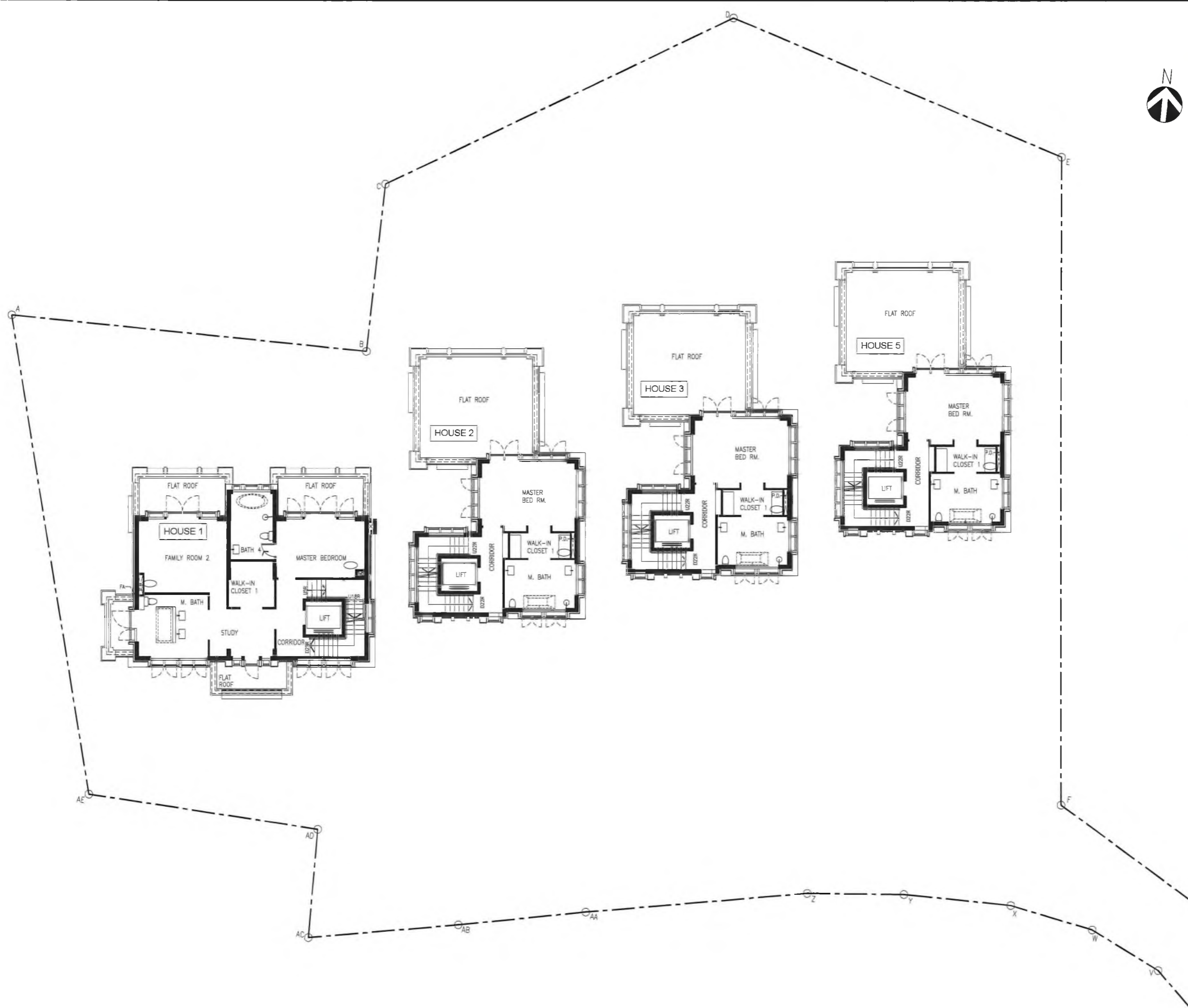
DRAWING / 圖名  
SECOND FLOOR PLAN

SCALE / 比例 1 : 200	JOB NUMBER / 工程編號 4566
DATE / 日期 SEP. 2017	DRAWING NUMBER / 圖號 DMC-A-03-1

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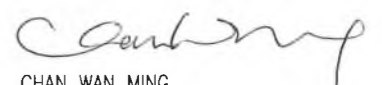




LEGEND

 COMMON AREAS AND FACILITIES

I HEREBY CERTIFY THE ACCURACY  
OF THIS PLAN



CHAN WAN MING  
AUTHORIZED PERSON (ARCHITECT)  
05 AUG 2021

NUMBER / 編號      DATE / 日期      AMENDMENT / 修訂

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PROJECT / 工程項目  
PROPOSED RESIDENTIAL REDEVELOPMENT  
AT No.20 PEAK ROAD, HONG KONG INLAND  
LOT NO. 6372

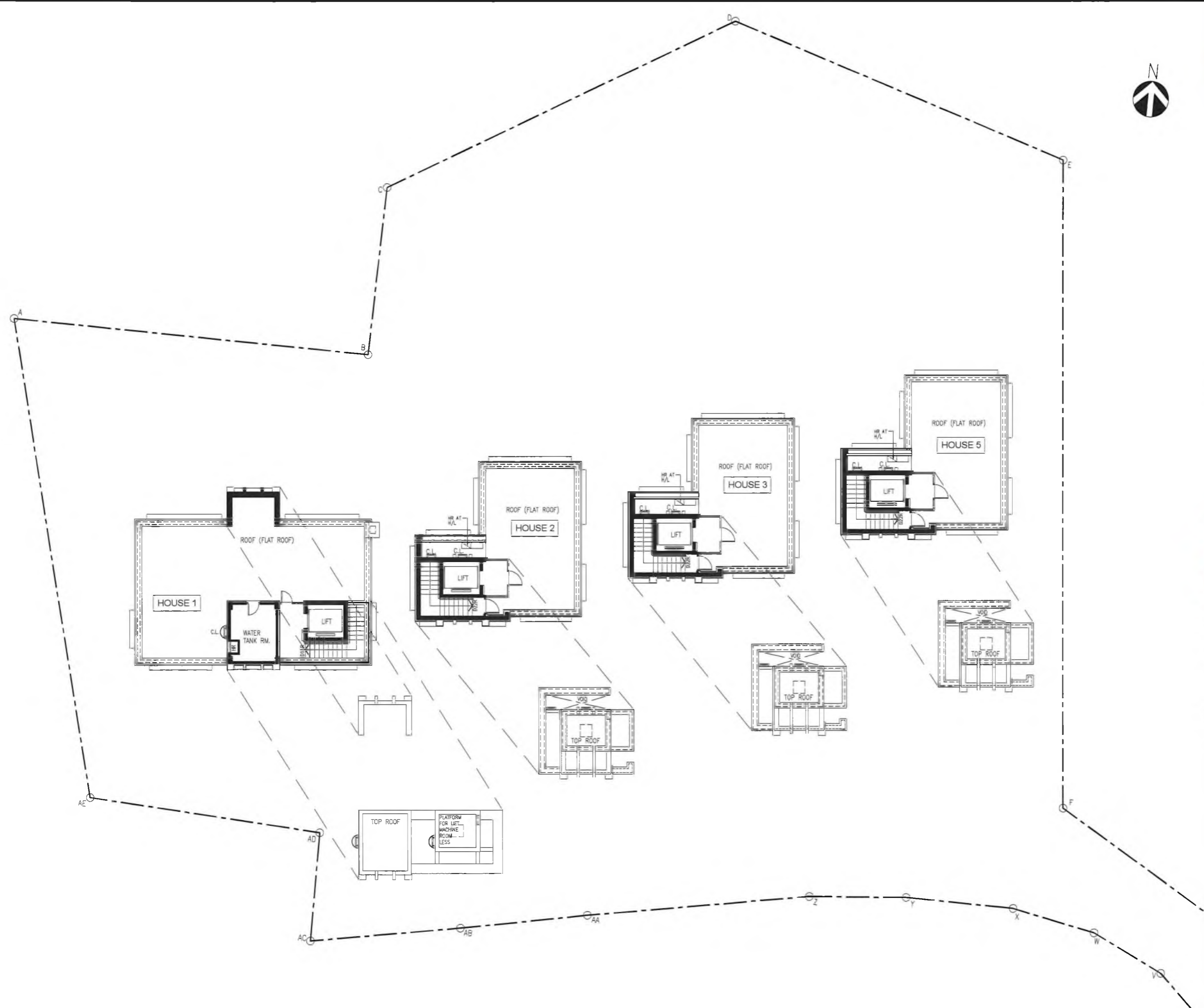
DRAWING / 圖名  
ROOF & TOP ROOF FLOOR PLAN

SCALE / 比例 1 : 200	JOB NUMBER / 工程編號 4566
DATE / 日期 SEP, 2017	DRAWING NUMBER / 圖號 DMC-A-03-2

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
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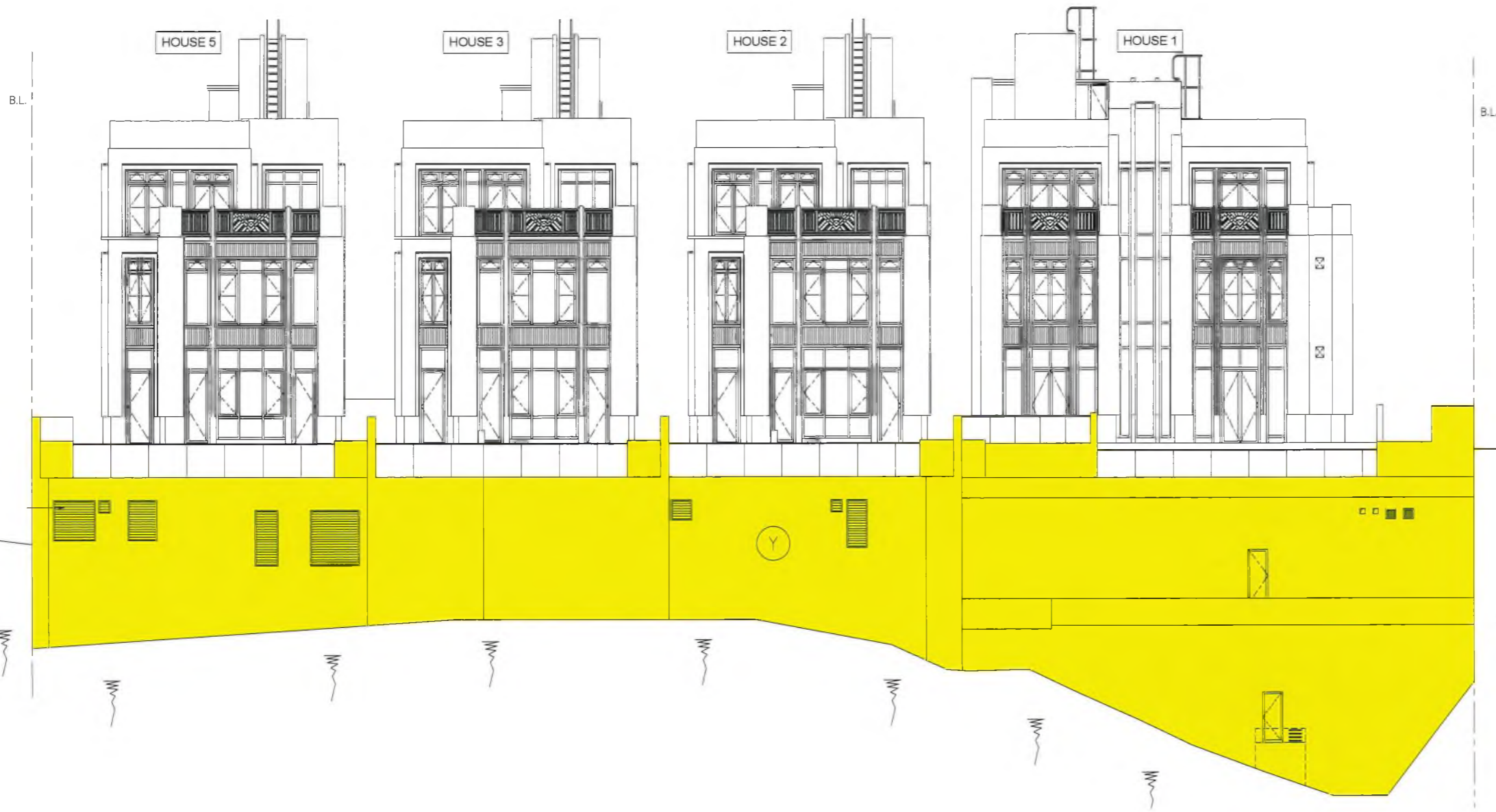
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LEGEND

 COMMON AREAS AND FACILITIES



ELEVATION '1'

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*Chan Wan Ming*

CHAN WAN MING  
AUTHORIZED PERSON (ARCHITECT)  
05 AUG 2021

NUMBER / 編號 DATE / 日期 AUTHOR / 樓主

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PROJECT / 工程項目  
PROPOSED RESIDENTIAL REDEVELOPMENT  
AT No.20 PEAK ROAD, HONG KONG INLAND  
LOT NO. 6372

DRAWING / 圖名  
ELEVATION 1

SCALE / 比例 1 : 200	JOB NUMBER / 工程編號 4566
DATE / 日期 SEP, 2017	DRAWING NUMBER / 圖號 DMC-A-04

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 COMMON AREAS AND FACILITIES




ELEVATION '2'

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*Chan Wan Ming*

CHAN WAN MING  
AUTHORIZED PERSON (ARCHITECT)  
05 AUG 2021

NUMBER / 編號 DATE / 日期 REVISION / 修改

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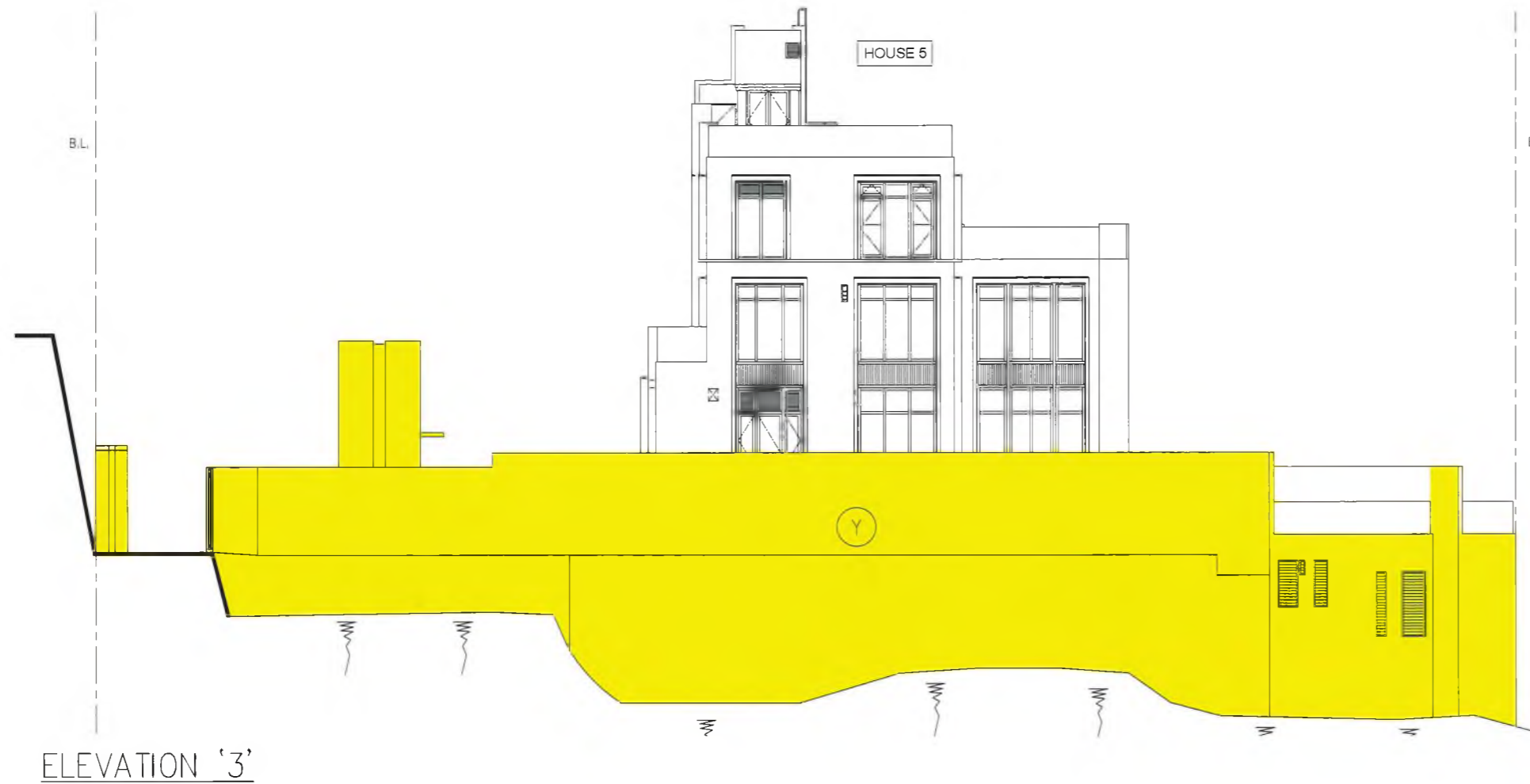
PROJECT / 工程項目  
PROPOSED RESIDENTIAL REDEVELOPMENT  
AT No.20 PEAK ROAD, HONG KONG INLAND  
LOT NO. 6372

DRAWING / 圖名  
ELEVATION 2

SCALE / 比例 1 : 200	JOB NUMBER / 工程編號 4566
DATE / 日期 SEP, 2017	DRAWING NUMBER / 圖號 DMC-A-05

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
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 COMMON AREAS AND FACILITIES

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*Chan Wan Ming*  
 CHAN WAN MING  
 AUTHORIZED PERSON (ARCHITECT)  
 05 AUG 2021

NUMBER / 編號      DATE / 日期      REVISION / 修訂

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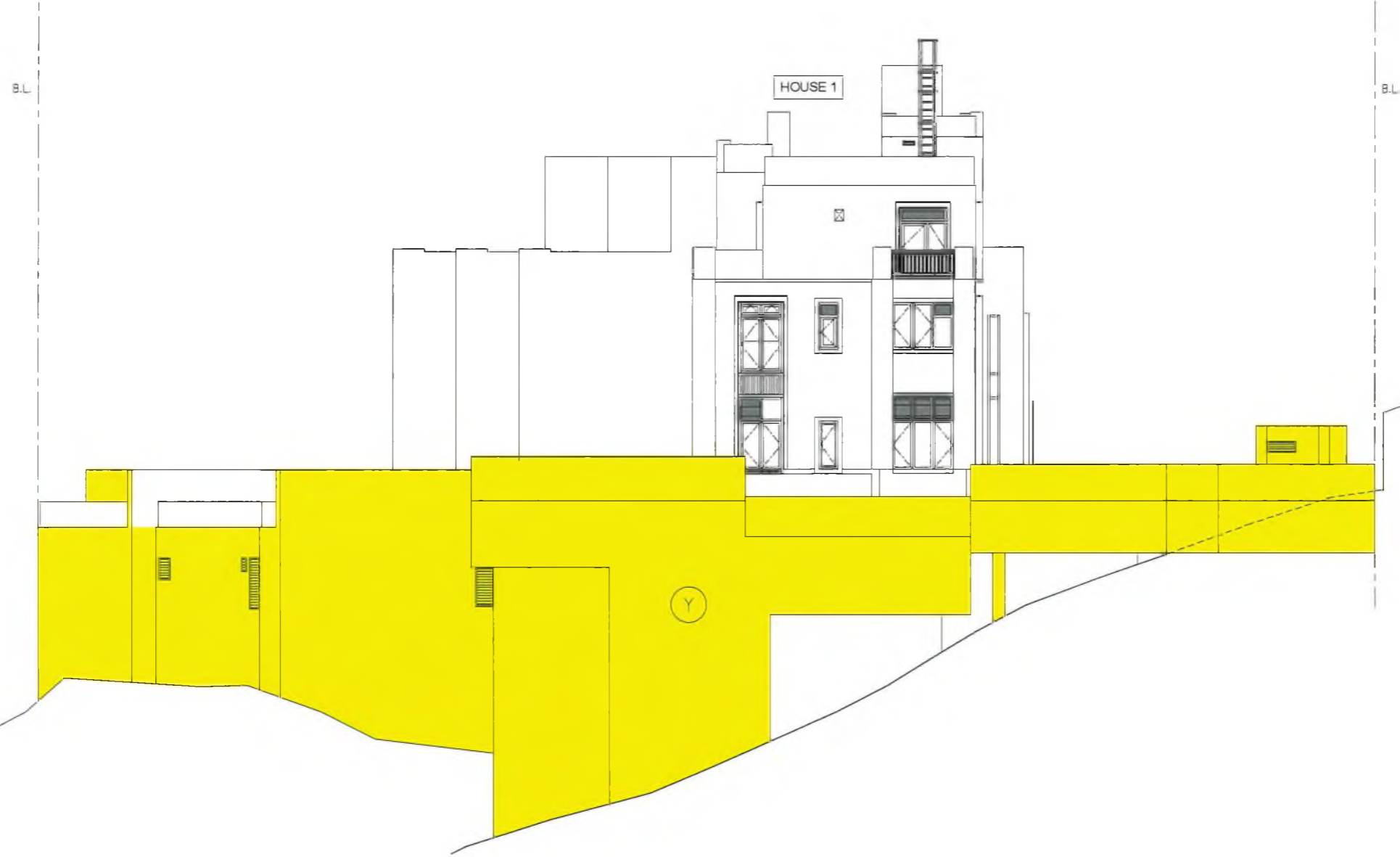
PROJECT / 工程項目  
 PROPOSED RESIDENTIAL REDEVELOPMENT  
 AT No.20 PEAK ROAD, HONG KONG INLAND  
 LOT NO. 6372

DRAWING / 圖名  
 ELEVATION 3

SCALE / 比例 1 : 200	JOB NUMBER / 工程編號 4566
DATE / 日期 SEP, 2017	DRAWING NUMBER / 圖號 DMC-A-06

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
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ELEVATION '4'

LEGEND

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 CHAN WAN MING  
 AUTHORIZED PERSON (ARCHITECT)  
 05 AUG 2021

NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目  
 PROPOSED RESIDENTIAL REDEVELOPMENT  
 AT No.20 PEAK ROAD, HONG KONG INLAND  
 LOT NO. 6372

DRAWING / 圖名  
 ELEVATION 4

SCALE / 比例 1 : 200	JOB NUMBER / 工程編號 4566
DATE / 日期 SEP, 2017	DRAWING NUMBER / 圖號 DMC-A-07

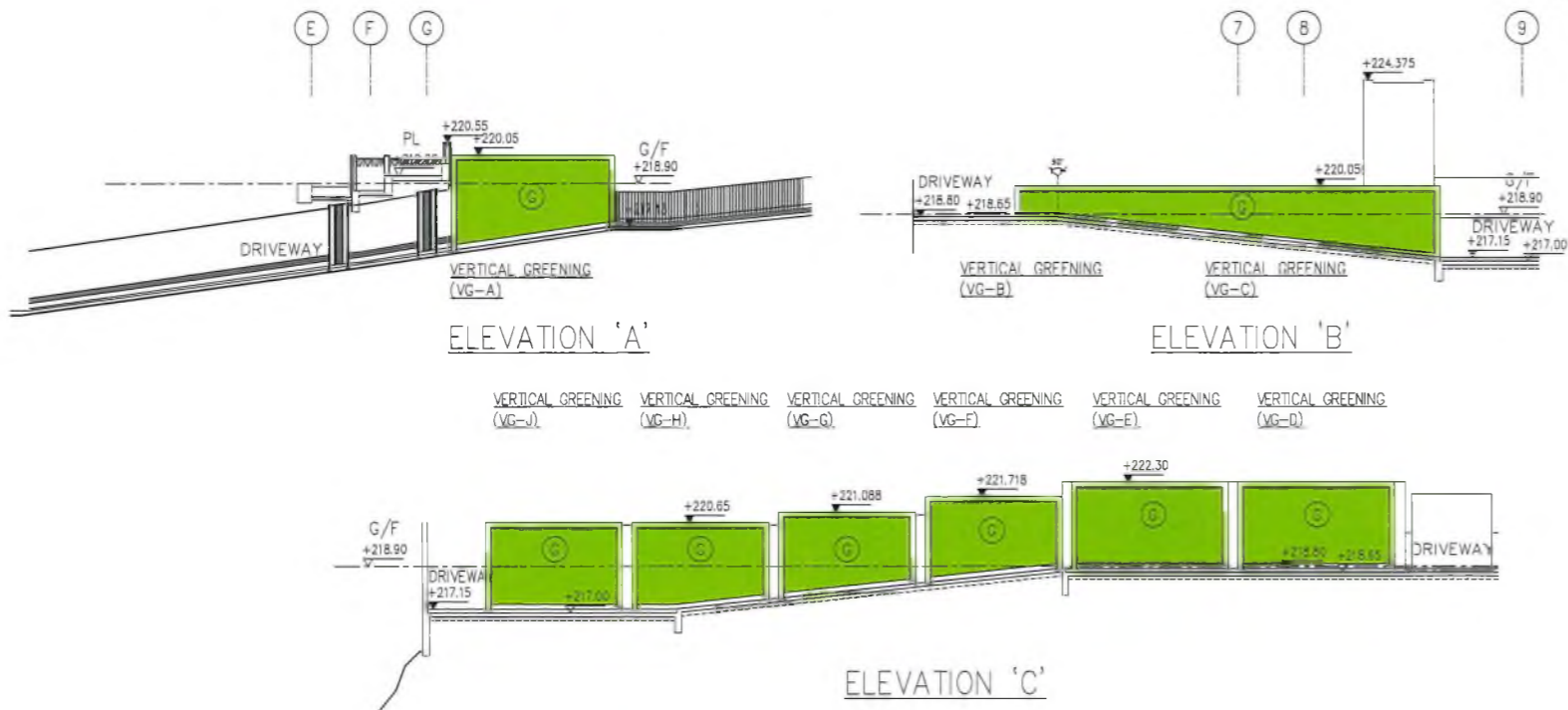
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GREENERY AREA & VERTICAL GREENING DIAGRAM



GROUND FLOOR PLAN



ELEVATION 'A'

ELEVATION 'B'

ELEVATION 'C'

LEGEND

- G GREENERY AREA
- ▶ ACCESS TO GREENERY AREA (INDICATIVE ONLY)

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*Chan Wan Ming*  
 CHAN WAN MING  
 AUTHORIZED PERSON (ARCHITECT)  
 05 AUG 2021

NUMBER / 編號	DATE / 日期	AUTHOR / 繪圖
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PROJECT / 工程項目  
 PROPOSED RESIDENTIAL REDEVELOPMENT  
 AT No.20 PEAK ROAD, HONG KONG INLAND  
 LOT NO. 6372

DRAWING / 圖名  
 GREENERY AREA &  
 VERTICAL GREENING DIAGRAM

SCALE / 比例 1 : 300	JOB NUMBER / 工程編號 4566
DATE / 日期 SEP, 2017	DRAWING NUMBER / 圖號 DMC-A-08

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and

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MANAGEMENT AGREEMENT**

OF

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erected on INLAND LOT NO.6372

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