

Dated the 2nd day of September 2019

**TANIA DEVELOPMENT LIMITED**

and

**SZE WONG KIM**

and

**45 TAI TAM MANAGEMENT LIMITED**

and

**HANG SENG BANK LIMITED**

**DEED OF MUTUAL COVENANT AND  
MANAGEMENT AGREEMENT**

**OF**

**RURAL BUILDING LOT NO.442**



註冊摘要編號 Memorial No.:  
**19092402330231**

**DOC**



註冊摘要編號 Memorial No.:

**19092402330231**

本文書於2019年9月24日在土地註冊處  
以上述註冊摘要編號註冊。

This instrument was registered in the  
Land Registry by the above Memorial  
No. on 24 September 2019.

土地註冊處處長  
Land Registrar

**MAYER BROWN**

**好士打**

WKWC/ATSY/14453969

I, the undersigned, do hereby certify that  
I have examined this document with its  
original and that the same is a true and  
complete copy thereof.

Dated : 6 December 2019

Cheng Kwok Wai  
Mayer Brown  
Solicitors, Hong Kong SAR

## CONTENTS

Clause	Page
SECTION 1: PARTIES AND RECITALS .....	1
SECTION 2: DEFINITIONS .....	2
SECTION 3: RIGHTS AND OBLIGATIONS OF OWNERS .....	8
1. Grant of rights to the First Owner .....	8
2. Grant of rights to the First Assignee.....	8
3. Rights of all Owners .....	8
4. Owners bound by covenants and restrictions .....	8
5. Right to assign without reference to other Owners .....	8
6. Right to exclusive use not to be dealt with separately from Undivided Shares .....	9
7. Rights of Owners .....	9
SECTION 4: ADDITIONAL RIGHTS OF THE FIRST OWNER .....	10
8. Additional rights of First Owner .....	10
9. Appointment of First Owner as the Owner's Attorney and Covenants in Assignments...	15
SECTION 5: MANAGER AND MANAGEMENT CHARGES .....	17
10. Appointment and Termination of Manager .....	17
11. Delivery of books and records of accounts .....	19
12. Appointment of New Manager .....	20
13. Manager's Remuneration .....	20
14. Management Expenditure.....	21
15. Preparation of annual budget by Manager.....	22
16. Calculation and payment of Management Expenses and annual budget.....	26
17. Owner's further contribution to the Management Expenses .....	27
18. Exclusion from Management Expenses .....	27
19. Special Fund .....	28
20. Payment of monthly contribution .....	29
21. Payment in advance of monthly contribution .....	30
22. Additional charges, etc. ....	30
23. Income other than Management Expenses .....	30
24. Interest and collection charge on late payment .....	30
25. Civil action by Manager .....	31
26. Registration of charge against Undivided Share of defaulting Owner .....	31
27. Order for sale .....	31
28. Proceedings to enforce this Deed and House Rules .....	32
29. Application of insurance money etc. ....	32
30. Surplus after satisfaction of claim to be paid to relevant Owner.....	32
31. Amount to be credited to Special Fund .....	32
32. Person ceasing to be Owner ceases to have interest in Special Fund.....	32
33. Financial year .....	33
34. Manager to maintain account .....	33
35. The Manager to keep books and accounts.....	34
36. Inspection of accounts by Owners.....	34
37. Powers, functions and obligations of Manager .....	35
38. Further powers of Manager .....	44
39. Manager's power of entry.....	45
40. Manager to manage Common Areas and Facilities.....	45
41. Manager's acts and decisions binding on Owners.....	45

42.	The Manager's power to make House Rules, etc. ....	45
SECTION 6: EXCLUSIONS AND INDEMNITIES .....		47
43.	Manager not liable to Owners .....	47
44.	Owners to be responsible for act or negligence of occupiers .....	47
45.	Owners to be responsible for cost of making good loss and damage.....	48
SECTION 7: OWNERS' COMMITTEE .....		49
46.	Establishment of Owners' Committee.....	49
47.	Functions of Owners' Committee.....	49
48.	Membership .....	49
49.	Retirement from membership.....	49
50.	Meetings .....	50
51.	Notice of meeting .....	50
52.	Quorum.....	50
53.	Chairman .....	51
54.	Manager to act as secretary .....	51
55.	Resolutions .....	51
56.	Owners' Committee not liable.....	52
57.	No Remuneration.....	52
58.	Records and Minutes .....	52
59.	Sub-Committees .....	52
SECTION 8: MEETING OF OWNERS .....		53
60.	Meetings .....	53
SECTION 9: EXTINGUISHMENT OF RIGHTS .....		58
61.	Owners' meeting in event of Development being damaged.....	58
62.	Provision applicable to such Owners' meeting .....	58
SECTION 10: MISCELLANEOUS PROVISIONS .....		60
63.	Schedules 7 and 8 to the Building Management Ordinance (Cap.344).....	60
64.	Owners to notify Manager when ceasing to be Owner .....	60
65.	No liability after ceasing to be Owner.....	60
66.	Public notice boards.....	60
67.	Service of notices, etc. ....	60
68.	Provision of address in Hong Kong.....	61
69.	Compliance with the Government Grant.....	61
70.	Chinese translation .....	61
71.	Plans of Common Areas and Facilities.....	61
72.	During existence of Owners' Corporation.....	61
73.	Works and Installations .....	61
74.	Maintenance of the Green Area, Green Hatched Black Area and Green Cross-hatched Black Area as if they formed part of the Common Areas and Facilities.....	63
75.	Covenants to the Lender.....	63
76.	Deed binding on executors, etc.....	63
THE FIRST SCHEDULE		
Allocation of Undivided Shares .....		65
Allocation of Management Shares .....		65
THE SECOND SCHEDULE		
Rights, Privileges and Easements.....		66
THE THIRD SCHEDULE		
Covenants, Provisions and Restrictions.....		68
THE FOURTH SCHEDULE		
Works and Installations .....		77

## SECTION 1: PARTIES AND RECITALS

**THIS DEED** is dated 2nd day of September 2019 and is made

### BETWEEN

- (1) **TANIA DEVELOPMENT LIMITED** a company incorporated under the laws of British Virgin Islands and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**First Owner**” which expression shall where the context so admits include its respective successors and assigns) of the first part;
- (2) **SZE WONG KIM (施煌劍)** of House 8, "45 Tai Tam Road", No.45 Tai Tam Road, Hong Kong (the “**First Assignee**” which expression shall where the context so admits include his executors, administrators and assigns) of the second part;
- (3) **45 TAI TAM MANAGEMENT LIMITED** whose registered office is situate at Suite 3201, Gloucester Tower, The Landmark, 11 Pedder Street, Central, Hong Kong (the “**DMC Manager**” which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part; and
- (4) **HANG SENG BANK LIMITED** whose registered office is situate at No.83 Des Voeux Road Central, Hong Kong (the “**Lender**” which expression shall where the context so admits includes its successors and assigns) of the fourth part.

### WHEREAS:-

- (A) Immediately prior to the **First Assignee's Assignment** (as hereinafter defined) to the First Assignee hereinafter referred to, the First Owner is the registered owner and is in possession of the **Land** (as hereinafter defined) subject to the **Building Mortgage** (as hereinafter defined) which are held under the **Government Grant** (as hereinafter defined).
- (B) The First Owner has developed and is in the course of developing the Land in accordance with the Government Grant and the **Building Plans** (as hereinafter defined). The **Development** (as hereinafter defined) comprises (inter alia) of a number of houses.
- (C) For the purposes of sale, the Land and the Development have been notionally divided into 55,126<sup>th</sup> equal **Undivided Shares** (as hereinafter defined) which have been allocated as provided in the First Schedule.
- (D) By a Partial Release dated 2nd September 2019 and registered in the Land Registry prior to these presents, inter alia, the **First Assignee's House** (as hereinafter defined) was released/reassigned by the Lender to the First Owner freed and absolutely discharged and released from the Building Mortgage.
- (E) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part (the “**First Assignee's Assignment**”) and for the consideration therein expressed the First Owner assigned

unto the First Assignee All Those 7,872 equal undivided 55,126<sup>th</sup> parts or shares of and in the Land and the Development together with the sole and exclusive right to hold use occupy and enjoy the First Assignee's House subject to and with the benefit of the Government Grant.

- (F) The parties hereto have agreed to enter into these presents for the purpose of making provisions for, among other things, the management, maintenance, repair, renovation, insurance and service of the Land and the Development and the **Common Areas and Facilities** (as hereinafter defined) therein, the **Green Area** (as hereinafter defined), the **Green Hatched Black Area** (as hereinafter defined), the **Green Cross-hatched Black Area** (as hereinafter defined), the **Mitigation and Stabilisation Works** (as hereinafter defined) and the **Outside Works** (as hereinafter defined) and for the purpose of defining and regulating the rights, interests and obligations of the **Owners** (as hereinafter defined) in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.
- (G) The **Director** (as hereinafter defined) has given its approval to this Deed in accordance with the Government Grant.

**NOW THIS DEED WITNESSETH** as follows :-

## **SECTION 2: DEFINITIONS**

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

**“Authorized Person”**

means Chan Wan Ming of P&T ARCHITECTS AND ENGINEERS LTD, which expression shall include any other authorized person or persons for the time being appointed by the First Owner in place of the said Chan Wan Ming;

**“Building Mortgage”**

means the building mortgage over the Land dated 26 June 2015 executed by the First Owner in favour of the Lender and registered in the Land Registry by Memorial No.15070202180072, and includes any subsequent supplements, amendments, variations or modifications thereof;

**“Building Plans”**

means the general building plans in respect of the Development or any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under Reference No. BD2/2019/12 and includes any approved supplements, amendments, variations or modifications thereof;

**“Caretaker's Office”**

means the caretaker's office which is for the purpose of identification only marked “CARETAKER'S OFFICE” on the plans certified by the Authorized Person and annexed hereto;

**“Common Areas and Facilities”**

means and includes :-

- (a) (i) the Caretaker's Office, the Landscaped Area (including without limitation the Greenery Area), part of the Slope Structures within the Land, access platform to cable shaft, boundary fence walls and planter(s) and the respective lighting thereon, cable shaft, caretaker's quarter, channels, driveways, entrances, entrance signage, exterior surface and plaster and covering of a fence wall of a House which abut onto any part of the Common Areas and Facilities, fire services water tank, footpaths, glass balustrades and metal balustrades on the boundary fence walls, high voltage switch room, hose reels, lightning poles and the connections (including pipes, conduits and wirings) relating thereto, low voltage switch room, parapet walls, main water meter room, planters, ramps, refuse storage and material recovery chambers, potable and flushing water pump room, retaining walls, roadways and pavements, structural wall of the Development, sprinkler and fire services pump room, sprinkler water tank, staircases, street fire hydrant water tank, street fire hydrant pump room, sump pits, telecommunications and broadcasting equipment room, transformer room, water meter cabinet; and
- (ii) such other areas and facilities of and in the Land and the Development intended for common use and benefit of the Development and not for any individual House

which (in so far as the same are capable of being shown on plans) are for identification only shown coloured Yellow on the plans annexed hereto the accuracy of such plans are certified by the Authorized Person ;

- (b) to the extent not specifically provided in paragraphs (a) and (b) above, such other parts of the Land and the Development :-
  - (i) any parts of the Development covered by paragraph (a) of the definition of "**common parts**" set out in section 2 of the Building Management Ordinance (Cap.344); and
  - (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "**common parts**" set out in section 2 of the Building Management Ordinance (Cap.344);

but EXCLUDING such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

**"this Deed"**

means this Deed of Mutual Covenant and Management Agreement (including the Schedules and plans annexed hereto);

**“Development”**

means the whole of the development erected on the Land known as "45 TAI TAM ROAD ( 大潭道45號 )", No.45 Tai Tam Road, Hong Kong in accordance with the Government Grant and the Building Plans;

**“Director”**

means the Director of Lands;

**“DMC Manager”**

means the person who is specified in this Deed to manage the Development;

**“First Assignee’s Assignment”**

has the meaning given to it in paragraph (E) of the Recital above;

**“First Assignee’s House”**

means all those 7,872 equal undivided 55,126<sup>th</sup> parts or shares of and in the Land and the Development together with the sole and exclusive right and privilege to hold use occupy and enjoy All That House being House 8 of the Development;

**“First Owner’s Premises”**

has the meaning given to it in Clause 8(a) of Section 4;

**“Government”**

means the Government of Hong Kong;

**“Government Grant”**

means the Government lease dated 19 December 1951 made between Lord George VI of the one part and Lo Man Wai, the predecessor in title of the First Owner, of the other part in relation to Rural Building Lot No.442 as varied or modified by (i) a Modification Letter dated 8 August 2008 and registered in the Land Registry by Memorial No.08081300950053, (ii) a No-objection Letter dated 14 September 2015 and registered in the Land Registry by Memorial No.15091602330010; and (iii) a Modification Letter dated 14 September 2015 and registered in the Land Registry by Memorial No.15091602330025 and shall include any subsequent extensions or modifications thereto or renewals thereof;

**“Green Area”**

means the area shown coloured green and marked “Right of Way” on the plan annexed to the Government Grant;

**“Green Cross-hatched Black Area”**

means the underground stratum of land below the level of 60 metres above Hong Kong Principal Datum shown coloured green cross-hatched black on the plan marked “Plan C” annexed to the Government Grant;

**“Green Hatched Black Area”**

means the area shown coloured green hatched black on the plan marked “Plan C” annexed to the Government Grant;

**“Green Stippled Black Area”**

means the area shown coloured green stippled black on the plan marked “Plan B” annexed to the Government Grant;

**“Greenery Area”**

means the Greenery Area referred to in Clause No. (12)(b)(iii) of the Government Grant which is exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director and is for the purpose of identification only shown coloured Green on the Greenery Area plan annexed hereto;

**“Hong Kong”**

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

**“House”**

means a house (including carport, balcony(ies), facilities room(s), filtration system, flat roof, roof, garden (inclusive of swimming pool), glass balustrade, external wall and fence wall (and in case of Party Wall only up to the centre line of it but excluding the boundary fence walls of the Development and the exterior surface, plaster and covering of a fence wall of the House which abut onto any part of the Common Areas and Facilities) thereof) of the Development in respect of which a specific number of Undivided Share is allocated in accordance with this Deed and is intended for separate and exclusive use, possession and occupation by the Owner thereof and “**Houses**” shall be construed accordingly;

**“House Rules”**

means the rules supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to this Deed;

**“Landscaped Area”**

means the area or areas landscaped in accordance with Clause No. (12) of the Government Grant which includes without limitation the Greenery Area;

**“Land”**

means all that piece or parcel of ground registered in the Land Registry as Rural Building Lot No.442;

**“Maintenance Manual for the Works and Installations”**

means the maintenance manual for the Works and Installations as mentioned in Clause 73 of Section 10 as may from time to time be amended or revised in accordance with the provisions of this Deed.

**“Management Expenses”**

means expenses, costs and charges necessarily and reasonably incurred in the

management of the Land and the Development;

**“Management Shares”**

means those notional shares allocated to the Houses as provided in the First Schedule for the purpose of calculating the contributions payable by their respective Owners towards the management expenditure of the Development;

**“Manager”**

means the DMC Manager or any other manager for the time being appointed as manager of the Land and the Development pursuant to the provisions of this Deed;

**“Mitigation and Stabilisation Works”**

means all necessary mitigation and stabilisation works within the Land as the Director in his discretion shall require to protect any building or buildings erected or to be erected on the Land or any part thereof and any residents or occupiers therein and their bona fide guests, visitors and invitees from landslip hazards including boulder falls arising from the Green Stippled Black Area referred to in Clause No. (26)(b)(i) of the Government Grant;

**“Non-enclosed Areas”**

means the balconies of the Houses which are for the purposes of identification only shown coloured Violet on the plans certified by the Authorized Person and annexed hereto and the covered areas beneath the balconies;

**“Occupation Permit”**

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

**“Outside Works”**

means all necessary mitigation and stabilisation works on any Government land including the Green Stippled Black Area referred to in Clause No. (26)(b)(ii) of the Government Grant;

**“Owner”**

shall be as defined in the Building Management Ordinance (Cap. 344) and means and includes each person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share and every joint tenant or tenant in common of any such Undivided Share and its, his or their executors, successors and assigns and where any such Undivided Share has been assigned or charged by way of mortgage the word Owner shall also include a registered mortgagee in possession of such Undivided Share;

**“Owners’ Committee”**

means a committee of the Owners of the Development established under the provisions of these presents;

**“Owners’ Corporation”**

means the Owners’ corporation of the Land and the Development incorporated and registered under the Building Management Ordinance (Cap.344);

**“Party Wall”**

means a common wall which adjoins two Houses or separates two Houses or divides the land upon which the two Houses are constructed;

**“Slope Maintenance Manual”**

means the slope maintenance manual for the Slope Structures which is to be prepared in accordance with “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time);

**“Slope Structures”**

means any or all slopes, slope treatment works (other than the Mitigation and Stabilisation Works and the Outside Works), earth retaining structures (other than the Mitigation and Stabilisation Works and the Outside Works), retaining walls and other related structures within or outside the Land and the Development as required by the Government Grant to be maintained by the Owners and for identification purpose only shown coloured Brown, Brown Hatched Black and Brown Cross-hatched Black on the slope plans annexed hereto the accuracy of such slope plans are certified by the Authorized Person, the maintenance of which is the liability of the Owners under the provisions of the Government Grant or this Deed;

**“Special Fund”**

means the special fund maintained by the Manager pursuant to Clause 19 of Section 5;

**“Undivided Shares”**

means those equal undivided parts or shares of and in the Land and of and in the Development allocated in accordance with the provisions of these presents;

**“Works and Installations”**

shall mean the major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis which include but not limited to those works and installations set out in the Fourth Schedule subject to revision in accordance with Clause 73 of Section 10, the maintenance of which is the liability of the Owners under the provisions of the Government Grant or this Deed.

- (2) (a) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.
- (b) References to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force.

- (c) In this Deed, unless the context requires otherwise, any reference to a Clause or Section or Schedule is a reference to the Clause of or Section of or the Schedule of this Deed.

### **SECTION 3: RIGHTS AND OBLIGATIONS OF OWNERS**

**1. Grant of rights to the First Owner**

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

**2. Grant of rights to the First Assignee**

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

**3. Rights of all Owners**

Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the Second Schedule and the express covenants and provisions herein contained.

**4. Owners bound by covenants and restrictions**

The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the Third Schedule and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

**5. Right to assign without reference to other Owners**

Subject to the Government Grant, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith **PROVIDED THAT**

any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of this Deed.

**6. Right to exclusive use not to be dealt with separately from Undivided Shares**

- (a) The right to the exclusive use, occupation and enjoyment of any part of the Land or the Development shall not be sold, assigned, mortgaged, charged or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall not extend to leases or tenancies.
- (b) The right to the exclusive use, occupation and enjoyment of carport, balcony(ies), facilities room(s), filtration plant room, flat roof, roof and garden (inclusive of swimming pool) specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the House with which such carport, balcony(ies), facilities room(s), filtration plant room, flat roof, roof or garden (inclusive of swimming pool) is held.

**7. Rights of Owners**

(a) Rights of every Owner

Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(b) Rights subject to this Deed, etc.

The above right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the House Rules.

(c) Assignment of Common Areas and Facilities

Upon execution of this Deed, the First Owner shall assign to the Manager free of costs or consideration the whole of the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities under this Deed subject to and with the benefit of the Government Grant and this Deed. Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities shall be held by the Manager as trustee for the benefit of all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance (Cap. 344) it may require the Manager for the time being or its liquidator or receiver (as the case

may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares in respect of the Common Areas and Facilities and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

#### **SECTION 4: ADDITIONAL RIGHTS OF THE FIRST OWNER**

##### **8. Additional rights of First Owner**

The First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights :-

(a) To amend Building Plans etc.

The right to change, amend, vary, add to or alter the Building Plans in relation to those parts of the Land and the Development owned and not sold or assigned by the First Owner (the "**First Owner's Premises**") without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director or other Government authorities pursuant to the Government Grant

PROVIDED THAT:-

- (i) any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy his House or unreasonably impede or restrict the access to and from such House; and
- (ii) if any exercise of this right should affect the Common Areas and Facilities, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be accrued to all Owners or the relevant Owner or Owners concerned as the case may be.

(b) To modify Government Grant etc.

The right to apply to negotiate and agree with the Government to amend, vary or modify such parts of the Government Grant (including the plan(s) annexed thereto) relating to the First Owner's Premises in such manner as the First Owner may deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner

PROVIDED THAT:-

- (i) the exercise of this right shall be subject to the approval of the Owners at an Owners' meeting duly convened under this Deed;
- (ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his House or unreasonably impede or restrict the access to or from such House; and
- (iii) if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be accrued to all Owners or the relevant Owner or Owners concerned as the case may be.

(c) Right of access for constructing or completing the Development, etc.

The right to enter into and upon all parts of the Land and the Development (save and except those parts of the Land and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of constructing or completing the other parts of the Development and may, for such purpose, carry out all such works in, under, on or over the Land and the Development (save and except those parts as aforesaid) as it may from time to time see fit. The right of the First Owner to enter the Land and the Development (save and except those parts as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. Subject to the Manager's prior written consent, the First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Development (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out PROVIDED THAT the First Owner shall cause as little disturbance as reasonably possible to the Owners and shall not interfere with an Owner's right to hold, use, occupy and enjoy his House or unreasonably impede or restrict the access to and from such House when carrying out such works and shall make good any damage or loss that may be caused by or arise from such construction works.

(d) To affix fixtures, signs and advertisements etc.

Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to affix, install, maintain, alter, renew and remove any one or more signs, masts, aerials, antennae, satellite dish, cables, telecommunication system, lightning conductors, lighting, chimneys, flues, pipes or any other structures, facilities and other fixtures of whatsoever kind on or within any part or parts of the Common Areas and Facilities and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit

PROVIDED THAT:-

- (i) the exercise of the rights shall not interfere with the use and enjoyment by other Owners and occupiers of the Houses owned or occupied by them;
- (ii) the exercise of the rights shall be for the common use and enjoyment of all the Owners entitled to use such Common Areas and Facilities; and
- (iii) any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners

AND the right to enter into and upon any part of the Development (save and except those parts of the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with or without workmen and equipment at all reasonable times (save in case of emergency) for any or all of the purposes aforesaid.

(e) To change name of Development

The right to change the name of the Development at any time as the First Owner shall deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six months' notice to the Owners.

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

The right to dedicate to the public any part or parts of the First Owner's Premises for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit

PROVIDED THAT:-

- (i) in making such dedication the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy his House or unreasonably impede or restrict an Owner's right of access to and from his House; and
- (ii) if any exercise of this right should affect the Common Areas and Facilities, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be accrued to all Owners.

(g) To adjust boundary of the Land

The right to adjust or re-align the boundary of the Land and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender, extension or regnant

PROVIDED THAT:-

- (i) the exercise of this right shall be subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed;
- (ii) such adjustment or re-alignment shall not affect the right of the Owners to hold, use, occupy and enjoy their respective parts of the Development and shall not impede the Owners' access to their Units; and

- (ii) any payment received shall be credited to the Special Fund.

(h) To obtain easements etc.

The right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by modification of the Government Grant or licence for the benefit of the Land and the Development on such terms and conditions and from such persons as the First Owner shall deem fit and all expenses shall be paid out of the management funds PROVIDED THAT the exercise of this right shall be subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed.

(i) To grant easement etc.

The right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem appropriate

PROVIDED THAT:-

- (i) the exercise of this right shall be subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed;
- (ii) the exercise of this right shall not contravene the provisions of the Government Grant;

(iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his House or unreasonably impede or restrict an Owner's right of access to and from his House; and

(iv) any payment received shall be credited to the Special Fund.

(j) To install broadcast reception, information distribution or communications system

The right and privilege to install in or affix to or use or operate on (or permit or grant the right to any person to install in or affix to or use or operate on) the Common Areas and Facilities any broadcast reception, information distribution or communications system including, without limitation, satellite master antenna system, communal aerial broadcast distribution system, microwave distribution system, cable and wireless communications systems, telecommunication system and transmission and transponder systems, which are for the common use and benefit of the Owners

PROVIDED THAT:-

(i) the exercise of this right shall be subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed; and

(ii) any payment received shall be credited to the Special Fund

AND the right to repair, maintain, service, remove or replace the same.

(k) To designate additional Common Areas

The right to designate and declare by deed any area or part or parts of the Development the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Common Areas and Facilities whereupon with effect from such designation and declaration such additional Common Areas and Facilities shall form part of the Common Areas and Facilities as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same

PROVIDED THAT:-

(i) The exercise of this right shall be subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed;

(ii) the First Owner shall not have the right to re-convert or re-designate such additional Common Areas and Facilities to its own use or benefit; and

- (iii) the exercise of this right shall not interfere with or adversely affect the right of any Owner to hold, use, occupy and enjoy his House.

(l) To conduct sales activities in the Common Areas and Facilities

The right to conduct sales activities in the Common Areas and Facilities in connection with the sale of the Houses by the First Owner PROVIDED THAT the First Owner shall cause as little disturbance as reasonably possible to the Owners and shall not interfere with an Owner's right to hold, use, occupy and enjoy his House or unreasonably impede or restrict the access to and from such House and shall not contravene the provisions of the Government Grant.

9. **Appointment of First Owner as the Owner's Attorney and Covenants in Assignments**

(a) Power of attorney to First Owner

The Owners hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 of this Section and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

(b) Assignment to include covenants

Every Assignment by an Owner of the Undivided Shares and the part of the Development which he owns shall include a covenant in substantially the following terms:

"The Purchaser covenants with the Vendor for itself and as agent for Tania Development Limited ("**the Company**") which expression shall include its successors assigns (other than the Purchaser) and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "**the Covenanting Purchaser**") and shall enure for the benefit of the Development and be enforceable by the Company and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants,

rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the 2nd day of September 2019 and the Covenantee Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;

- (ii) the Covenantee Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenantee Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenantee Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenantee Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenantee Purchaser selling or otherwise disposing of the Property, the Covenantee Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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

## SECTION 5: MANAGER AND MANAGEMENT CHARGES

### 10. Appointment and Termination of Manager

- (a) Subject to the provisions of the Building Management Ordinance (Cap. 344), the Manager shall undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Land and the Development and the Common Areas and Facilities therein, the Green Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Outside Works (all or any of which activities are where not inapplicable herein included under the word "management") from the date of this Deed for an initial term of not exceeding two (2) years and such appointment shall continue until terminated as provided in this Clause 10.
- (b)
  - (i) No resignation of the Manager shall take effect unless it has previously given not less than three (3) months' notice in writing of his intention to resign :-
    - (A) by sending such notice to the Owners' Committee; or
    - (B) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
  - (ii) The notice referred to in Clause 10(b)(i)(B) of this Section may be given:-
    - (A) by delivering it personally to the Owner; or
    - (B) by sending it by post to the Owner at his last known address; or
    - (C) by leaving it at the Owner's House or depositing it in the letter box for that House; or
  - (iii) prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving the Manager not less than three (3) months' notice in writing; or
  - (iv) in the event that the Manager is wound up or has a receiving order made against it.
- (c)
  - (i) Where an Owners' Corporation has been formed and subject to Clause 10(c)(iv) of this Section, at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution :-

- (A) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (B) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares for Common Areas and Facilities),

terminate by notice the appointment of the DMC Manager without compensation.

- (ii) The resolution under Clause 10(c)(i) of this Section shall have effect only if :-

- (A) such notice of termination of appointment is in writing;
- (B) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
- (C) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
- (D) the notice and the copy of the resolution is given to the DMC Manager within fourteen (14) days after the date of the meeting.

- (iii) The notice and the copy of the resolution referred to in Clause 10(c)(ii)(D) of this Section may be given :-

- (A) by delivering them personally to the DMC Manager; or
- (B) by sending them by post to the DMC Manager at its last known address.

- (iv) For the purposes of this Clause 10(c) :-

- (A) only the Owners of Undivided Shares who pay or who are liable to pay the Management Expenses relating to those Undivided Shares shall be entitled to vote;
- (B) the reference in Clause 10(c)(i)(B) of this Section to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.

- (v) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's

appointment, Clauses 10(c)(i), (ii), (iii) and (iv) of this Section apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.

- (vi) Clause 10(c)(v) of this Section operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager's appointment is given under this Clause 10(c):-
  - (A) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (B) if no such appointment is approved under Clause 10(c)(vii)(A) of this Section by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (viii) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under Clause 10(c)(vii)(B) of this Section, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that Clause 10(c)(vii)(B) of this Section that may otherwise render that person liable for a breach of that undertaking or agreement.
- (ix) This Clause 10(c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance (Cap.344) but does not apply to any single manager referred to in that section.

#### **11. Delivery of books and records of accounts**

- (a) Subject to Clause 11(b) of this Section, if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within fourteen (14) days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, it shall within two (2) months of the date its appointment ends :-

- (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended and a balance sheet as at the date its appointment ended and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
- (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 11(b)(i) of this Section and have not been delivered under Clause 11(a) of this Section.

## **12. Appointment of New Manager**

In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed, the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid a meeting of the Owners' Committee may be convened to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance (Cap.344), at no time shall the Land and the Development be without a responsible duly appointed manager to manage the Land and the Development or any part or parts thereof after execution of this Deed.

## **13. Manager's Remuneration**

The annual remuneration of the Manager for the performance of its duties hereunder shall be 20% of the total annual expenditure costs and charges (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the management of the Land and the Development or any portion of the Land and the Development. The Manager's remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management funds. Payment of the Manager's remuneration hereunder shall be in advance by twelve equal calendar monthly instalments each such payment to be in the sum of one twelfth of the annual remuneration of the Manager being 20% of the estimated total annual expenditure for the management of the Land and the Development (excluding the Manager's remuneration and the capital expenditure as

aforesaid) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 14 - 16 of this Section. Any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the income and expenditure account and the balance sheet for such year as mentioned in Clause 35 of Section 5 Provided always that by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's remuneration at the rate as provided under this Clause, or at such lower rate as the Owners may consider appropriate. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at an Owners' meeting convened under this Deed.

#### 14. **Management Expenditure**

- (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of Management Expenses payable by the Owners during any period of twelve (12) months adopted by the Manager as the financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.
- (b) In respect of each financial year, the Manager shall :-
  - (i) prepare a draft budget setting out the proposed expenditure during the financial year;
  - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of fourteen (14) days from the date the draft budget was sent or first displayed;
  - (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year; and
  - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this Clause before the start of that financial year, the total amount of the management expenditure for that year shall :-

- (i) until he has so complied, be deemed to be the same as the total amount of management expenditure (if any) for the previous financial year;
  - (ii) when he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) of this Clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and the budget by virtue of sub-clause (b) of this Clause.
- (e) Where a revised budget is sent or displayed in accordance with sub-clause (d) of this Clause, the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of one (1) month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purpose of this Clause 14, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

#### **15. Preparation of annual budget by Manager**

The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the 31st day of December of the subsequent year. Subject to the provisions of this Deed, the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Development (including but not limited to the Common Areas and Facilities and the Mitigation and Stabilisation Works), the Green Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Outside

Works including but without prejudice to the generality of the foregoing :-

- (i) the maintenance, operation, repair and cleansing of the Common Areas and Facilities and (to the extent required under the Government Grant) such other areas and facilities outside the Land;
- (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Common Areas and Facilities;
- (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities;
- (iv) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners and attendants and such other staff to manage and administer the Common Areas and Facilities;
- (v) the cost and expense of maintaining such areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (vi) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Houses);
- (vii) the remuneration of the Manager calculated in accordance with Clause 13 of this Section for providing its services hereunder;
- (viii) insurance of the Common Areas and Facilities up to the full new reinstatement value thereof and in particular against loss or damage by fire and/or such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager and the cost of fire reinstatement valuation (if incurred);
- (ix) a sum for contingencies;
- (x) legal and accounting fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided under this Deed;
- (xi) the costs of removal and disposal of rubbish from the Development;
- (xii) all costs incurred in connection with the Common Areas and Facilities;
- (xiii) the cost of repairing and maintaining all roads, slopes, footbridges, retaining walls and other structures on outside or adjacent to the Land or forming part of the Development, including but not limited to the Slope Structures the maintenance of which is the liability of the grantee under the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual;

- (xiv) the cost and expense of upholding, maintaining and repairing the road or path on the Green Area and everything forming part of or appertaining to such road or path to the satisfaction of the Director in accordance with the Government Grant and all cost and expense for complying with other requirements in relation to the Green Area under the Government Grant;
- (xv) the cost and expense of maintaining in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area and the Green Cross-hatched Black Area including all land, slope treatment works, earth retaining structures, drainage and any other works therein and thereon in accordance with the Government Grant and all cost and expense for complying with other requirements in relation to the Green Hatched Black Area and the Green Cross-hatched Black Area under the Government Grant;
- (xvi) the cost and expense of carrying out and completing the Mitigation and Stabilisation Works and the Outside Works and maintaining the Mitigation and Stabilisation Works and the Outside Works in good substantial repair and condition to the satisfaction of the Director to ensure the continuing functioning of the Mitigation and Stabilisation Works and the Outside Works in accordance with the Government Grant and all cost and expense for complying with other requirements in relation to the Mitigation and Stabilisation Works and the Outside Works under the Government Grant;

PROVIDED THAT:-

- (a) expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities including the cost of maintaining and repairing any of the Slope Structures or other structures in compliance with the Government Grant shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund mentioned in Clause 19 of this Section when the same is established;
- (b) the annual budget shall also set out an estimate as to the time of any likely need to draw in the Special Fund; and
- (c) (i) Subject to proviso (c)(ii) and (c)(iii) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless-
  - (A) the supplies, goods or services are procured by invitation to tender; and
  - (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap. 344).

- (ii) Subject to proviso (c)(iii) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless –

(A) if there is an Owners' Corporation –

- (1) the supplies, goods or services are procured by invitation to tender;
- (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
- (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer;  
or

(B) if there is no Owners' Corporation –

- (1) the supplies, goods or services are procured by invitation to tender;
- (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
- (3) 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 in accordance with this Deed, and the contract is entered into with the successful tenderer.

- (iii) proviso (c)(i) and (ii) above do not apply to any supplies, goods or services which but for this proviso (c)(iii) would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services") –

(A) where there is an Owners' Corporation, if –

- (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and

- (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

(B) where there is no Owners' Corporation, if –

- (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
- (2) the Owners decide by a resolution of the Owners passed at an Owners' meeting convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

#### **16. Calculation and payment of Management Expenses and annual budget**

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

- (a) The amount of the monthly or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities;
- (b) Each Owner shall pay for every Management Share allocated to any House of which he is the Owner a fraction of the total amount assessed under the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Management Shares in the Development;
- (c) Where any expenditure for the management and maintenance of the Development and the Land shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular House and no Owner of any other House shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular House on demand;
- (d) For the avoidance of doubt, it is hereby expressly provided that each Owner shall be personally liable to make the above payment to the Manager whether or not his House is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person, provided always that no Owner shall be called upon to pay more than his fair share having regard to the number of Management Shares allocated to his House as provided in this Clause 16(b); and

- (e) All outgoings including Management Expenses and any Government rent up to and inclusive of the date of the first assignment of the Houses shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings.

PROVIDED THAT the First Owner shall be obliged to make the payments and contributions as aforesaid which are of a recurrent nature for any Undivided Shares allocated to any part(s) of the Development and any of the Houses remaining unsold SAVE AND EXCEPT those in respect of Undivided Shares allocated to any part(s) of the Development and the Houses the construction of which has not been completed except to the extent that such uncompleted part(s) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining the Slope Structures or as to the security afforded by the management of the completed part(s)) of the Development.

**17. Owner's further contribution to the Management Expenses**

If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then the Manager shall revise the annual budget in accordance with Clause 14 of this Section and the amount that the Owners shall contribute towards the management expenses shall be calculated in the same manner as in Clause 16 of this Section and adjusted accordingly.

**18. Exclusion from Management Expenses**

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

- (a) Any sum attributable or relating to the cost of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein incurred prior to the date of this Deed all of which sums shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);
- (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), Government rent payable under the Government Grant which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any House which shall be borne by the Owner for the time being thereof;
- (c) The expenses for keeping in good and tenantable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows and doors, carport, balcony(ies), facilities room(s), filtration plant room, flat roof, roof, garden (inclusive of swimming pool) of any House together with the plumbing, electrical installations, plant, equipment, apparatus, installations or services thereof not forming part of the Common

Areas and Facilities which shall be solely borne by the Owner or Owners for the time being of such House.

**19. Special Fund**

- (a) The Manager shall establish and maintain a special fund ("the Special Fund") which will be held by the Manager as trustee for all Owners to provide for expenditure of a kind not expected by it to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of installation, plant and equipment in the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services and the initial management setting up costs and such fund shall not be refundable or transferable.
- (b) Apart from the initial contribution to the Special Fund, each Owner shall covenant with the other Owners also on demand pay to the Manager such further sum in each calendar year (as included in the monthly management contribution) payable in respect of the House of which he is the Owner and at such time as determined by a resolution of the Owners at an Owners' meeting convened under this Deed PROVIDED THAT such contribution to the further sum shall be in proportion to the Management Shares as provided in the First Schedule. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable PROVIDED THAT such contribution to the further annual sum shall be in proportion to the Management Shares allocated to the relevant House.
- (c) Except where the First Owner has made payments under this Deed, each Owner being the first assignee of his House shall upon the assignment of his House to him by the First Owner pay to the Manager an initial contribution to the Special Fund which contribution is non-refundable and non-transferable which amount shall be equal to two (2) months' of the first year's budgeted Management Expenses payable in respect of his House and the First Owner is required to make such contribution in respect of any House which has been completed and remain unsold three (3) months after (i) the execution of this Deed or (ii) the date on which he is in a position validly to assign those Undivided Shares (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later. The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155) an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and shall use that account exclusively for the purpose referred to in this Clause 19. Without prejudice to the generality of the above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts ("the said segregated account(s)"), each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund. The Manager shall display a

document showing evidence of any account opened and maintained as provided above in a prominent place in the Development. Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). For the avoidance of doubt, the Manager shall not use the Special Fund or any part or parts thereof for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development. The Manager shall without delay pay and deposit all money received by it in respect of the Special Fund into the said accounts opened and maintained as provided above or, if there is an Owners' Corporation, the said segregated account(s) under this Clause 19(c).

**20. Payment of monthly contribution**

- (a) Subject to Clause 32 of this Section and except where the First Owner has made payments under this Deed, each Owner being the first assignee of his House shall upon the assignment of his House to him from the First Owner deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months' monthly management contribution payable in respect of his House which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed and the First Owner is required to make such contribution in respect of those Houses the construction of which have been completed and which remain unsold three (3) months after (i) the execution of this Deed or (ii) the date on which the First Owner is in a position validly to assign those Undivided Shares (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later and Provided further that in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to further contribute to the said deposit so as to make it up to not more than twenty-five per cent (25%) of any subsequent current year's budgeted Management Expenses per House.
- (b) Each Owner being the first assignee of his House shall before he is given possession of his House pay to the Manager in advance one (1) month's monthly management contribution (which is calculated in accordance with the first year's budgeted Management Expenses) payable in respect of his House which shall be non-refundable and non-transferable.
- (c) Each Owner being the first assignee of his House shall upon the assignment of his House from the First Owner pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than one (1) month's monthly management contribution payable in respect of his part of the Development in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his House and the First Owner is required to make such contribution in respect of those Houses which have been completed and remain unsold for three (3) months after (i) the execution of this Deed or (ii) the date on which the First Owner is

in a position validly to assign those Undivided Shares (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the Special Fund.

- (d) Each Owner being the first assignee of his House shall upon assignment of his House from the First Owner pay to the Manager his due share (to be decided by the number of Management Shares allocated to his House) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.

**21. Payment in advance of monthly contribution**

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

**22. Additional charges, etc.**

Notwithstanding anything contained in these presents the Manager shall be entitled in its discretion to charge a reasonable administrative fee as consideration for granting and processing any consent (which consent shall not be unreasonably withheld) required from the Manager pursuant to these presents Provided That such consideration shall be credited to the Special Fund.

**23. Income other than Management Expenses**

- (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums in connection with their use of the Common Areas and Facilities as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners.
- (b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any House Rules shall be paid into and form part of the management funds.

**24. Interest and collection charge on late payment**

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

- (a) Interest calculated on the amount remaining unpaid at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited for the number of days for which it

remains unpaid from the due date until the actual date of payment (both dates inclusive); and

- (b) A collection charge of not exceeding 10% of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

**25. Civil action by Manager**

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 reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (and the claim in any such action may include a claim for the costs incurred by the Manager in such action on a solicitor and own client basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed shall raise or to be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

**26. Registration of charge against Undivided Share of defaulting Owner**

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 thirty (30) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 24 of this Section together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 25 of this Section and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares 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 or Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full PROVIDED ALWAYS that nothing herein shall empower the Manager to interrupt the supply of electricity, water, gas, telecommunications or other utilities to the House concerned of such defaulting Owner or to prevent access to his House by reason of his failing to pay any fees or to comply with any other provisions under this Deed.

**27. Order for sale**

Any charge registered in accordance with the last preceding Clause shall be enforceable as an equitable charge by action at the suit of the Manager for an order for

sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 25 of this Section shall apply equally to any such action.

**28. Proceedings to enforce this Deed and House Rules**

The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 25 of this Section shall apply to all such proceedings.

**29. Application of insurance money etc.**

Subject to Clause 61 of Section 9 all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

**30. Surplus after satisfaction of claim to be paid to relevant Owner**

Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 24-28 of this Section the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the management funds.

**31. Amount to be credited to Special Fund**

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

**32. Person ceasing to be Owner ceases to have interest in Special Fund**

Any person ceasing to be the Owner of any Undivided Share or Shares in the Land and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 20 of this Section and his contribution(s) towards the Special Fund under Clause 19 of this Section to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development PROVIDED THAT any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner and PROVIDED FURTHER THAT upon the Land

reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 61 of Section 9, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both case in proportion to the number of Management Shares held by such Owners.

**33. Financial year**

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

**34. Manager to maintain account**

- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.
- (b) Without prejudice to the generality of Clause 34(a) of this Section, 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 Clause 34 (a) or (b) of this Section in a prominent place in the Development.
- (d) Subject to Clauses 34(e) and (f) of this Section, the Manager shall without delay pay all money received by it in respect of the management of the Development into the account opened and maintained under Clause 34(a) of this Section or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 34(b) of this Section.
- (e) Subject to Clause 34(f) of this Section, the Manager may, out of money received by it in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 34(e) of this

Section or the payment of that amount into a current account in accordance with Clause 34(e) of this Section and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

- (g) Any reference in this Clause 34 to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Development.

**35. The Manager to keep books and accounts**

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

**36. Inspection of accounts by Owners**

- (a) The Manager shall :-
  - (i) permit any Owner, at any reasonable time, to inspect the books or records of accounts and any income and expenditure account or balance sheet; and
  - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.
- (b) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and :-
  - (i) permit any Owner, at any reasonable time, to inspect the audited

income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and

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

### **37. Powers, functions and obligations of Manager**

The management of the Land and the Development, the Green Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Outside Works shall be undertaken by the Manager for an initial period of not exceeding **two (2)** years and shall continue until terminated as provided under Clause 10 of this Section and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities, the Green Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Outside Works duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Land and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
- (b) To manage, maintain and control the common driveways and parking areas on the Land and the Development and to remove and impound any cars, pedal bicycles, motorcycles and other vehicles parked in any area not reserved for

parking or loading and unloading and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such parking areas and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the management fund);

- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and the Owners for the time being thereof as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire and other risks as the Manager shall reasonably deem fit, occupiers' liability, public liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Land and the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure master insurance for the Development as a whole including those areas which are not the Common Areas and Facilities and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those walls, elevations and façade, including windows and window frames, situated in the Common Areas and Facilities;
- (h) To repair, maintain, clean or otherwise treat as appropriate, those boundary fence walls and the planters of the Development and the respective lighting thereon and entrance signage, which form part of Common Areas and Facilities;
- (i) To choose from time to time the colour and type of façade of the Development, including that of the Houses;
- (j) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (k) To keep all the Common Areas and Facilities in good condition and working order and to extend or improve existing facilities or provide additional

facilities as the Manager shall at its reasonable discretion deem necessary or desirable (Provided That any improvement or provision of additional facilities or services which involves expenditure in excess of 10% of the current annual management budget shall require the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

- (l) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (m) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (n) To replace any glass in the Common Areas and Facilities that may be broken;
- (o) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (p) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (q) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (r) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (s) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof;
- (t) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Development at all times;
- (u) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, satellite or cable television system (if

any) which serve the Development;

- (v) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
- (w) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director or other competent Authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (x) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Government Grant or this Deed;
- (y) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Government Grant or this Deed;
- (z) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;
- (aa) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (bb) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (cc) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole, the Common Areas and Facilities, the Green Area, the Green Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Mitigation and Stabilisation

Works and the Outside Works with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;

- (dd) To enter into contracts and to engage, appoint, employ, remunerate and dismiss consultants, other professional property management companies, contractors, agents or sub-managers to perform and carry out management works of the Land and the Development or any part thereof on such terms and conditions as the Manager deems fit, Provided That the Manager shall not transfer or assign its rights, duties or obligations under this Deed to any such persons and such persons 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 whole Development and no provision in this Deed will take away or reduce that responsibility;
- (ee) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Land and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (ff) To enforce the due observance and performance by the Owners of the terms and conditions of the Government Grant and this Deed and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (gg) To ensure that all Owners or occupiers of the Houses maintain the Houses owned or occupied by them in a satisfactory manner and if there is any default on the part of any such Owners or occupiers, to carry out any necessary maintenance works and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (hh) To obtain easements, quasi-easements, rights, privileges and licences from and to enter into such arrangements and agreements with the Government or the general public or any person or persons upon such terms and conditions as the Manager may in its reasonable discretion think fit;
- (ii) To grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy his House or

unreasonably impede or restrict the access to and from his House and all income arising therefrom shall form part of the management funds;

- (jj) To grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities which the Manager shall in its absolute discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land Provided That the granting of such easements and rights shall not interfere with any Owner's right to hold, use, occupy and enjoy his House or unreasonably impede or restrict the access to and from his House and all income arising therefrom shall form part of the management funds;
- (kk) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (ll) To grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit PROVIDED THAT such use shall not be in breach of the Government Grant and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed;
- (mm) To remove any dogs, cats, birds or other animals or fowls from the Development if, (i) in the opinion of the Manager, such dogs, cats, birds or other animals or fowls is causing a nuisance or disturbance to other Owners or occupiers of the Development and (ii) if the same has been the cause of written complaint of at least two (2) other Owners or occupiers of the Development;
- (nn) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities or such other social or recreational activities for the Development as the Manager shall in its reasonable discretion consider desirable;
- (oo) From time to time with the approval of the Owners' Committee (only after it has been formed) to make, revoke or amend the House Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed, the Building Management Ordinance (Cap. 344) or the Government Grant;
- (pp) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed (Provided That the Manager shall not unreasonably withhold its consent or approval) and to impose conditions or additional conditions and the Manager is entitled to charge a reasonable administrative fee relative thereto (such fee shall be paid into the Special Fund);
- (qq) To convene such Owners' meetings or of the Owners' Committee as may be

necessary or requisite and to act as secretary to keep the minutes of such meetings;

- (rr) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees Provided That any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;
- (ss) Subject to the prior approval of the Owner's Committee (if formed) or of the Owners at an Owners' meeting convened under this Deed, in the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation PROVIDED THAT any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners or be credited into the management funds, as the case may be;
- (tt) To engage (with full authority hereby given by all Owners) suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition the Slope Structures as required by the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual and with such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of the Slope Structures and to carry out any necessary works in relation thereto and to collect from the Owners in proportion to the Management Shares allocated to their parts of the Land and the Development such additional sums (in case of insufficient management funds) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance, repair and any other works Provided That the Manager shall not be personally liable for carrying out such maintenance, repair and any other works which must remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners And Provided That for the purpose of this sub-clause "the Manager" shall include the Owners' Committee and the Owners' Corporation;
- (uu) (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as he may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire

hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;

- (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
- (iii) Subject to the provisions of this Deed, to make House Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;
- (vv) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;
- (ww) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Land serving the Development as and when the Manager deems necessary or desirable;
- (xx) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;
- (yy) 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 made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
- (zz) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-
  - (i) the term of the contract will not exceed three (3) years;
  - (ii) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and

- (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;
- (aaa) To consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Development;
- (bbb) To keep and maintain the landscaped works on the Landscaped Area in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director;
- (ccc) To prohibit the use of the Greenery Area for any other purpose without the prior consent of the Building Authority;
- (ddd) To uphold, maintain and repair the road or path on the Green Area and everything forming part of or appertaining to such road or path to the satisfaction of the Director and to do all such other things and works as are necessary or incidental to the compliance with other requirements in relation to the Green Area under the Government Grant;
- (eee) To maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area and the Green Cross-hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon and to do all such other things and works as are necessary or incidental to the compliance with other requirements in relation to the Green Hatched Black Area and the Green Cross-hatched Black Area under the Government Grant;
- (fff) To prohibit any building or structure or support for any building or structure to be erected or constructed on, over, under, above, below or within the Green Hatched Black Area and the Green Cross-hatched Black Area;
- (ggg) To carry out and complete the Mitigation and Stabilisation Works and the Outside Works and maintain the Mitigation and Stabilisation Works and the Outside Works in good substantial repair and condition to the satisfaction of the Director to ensure the continuing functioning of the Mitigation and Stabilisation Works and the Outside Works and to do all such other things and works as are necessary or incidental to the compliance with other requirements in relation to the Mitigation and Stabilisation Works and the Outside Works under the Government Grant;
- (hhh) To engage (with full authority hereby given by all Owners) suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition the Mitigation and Stabilisation Works and the Outside Works as required by the Government Grant and to collect from the Owners in proportion to the Management Shares allocated to their parts of the Land and the Development such additional sums (in case of insufficient management funds) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance, repair and any other works Provided That

the Manager shall not be personally liable for carrying out such maintenance, repair and any other works which must remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners And Provided That for the purpose of this sub-clause "the Manager" shall include the Owners' Committee and the Owners' Corporation; and

- (iii) To do all such other things as are reasonably incidental to the management of the Land and the Development.

### **38. Further powers of Manager**

Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall subject to the provisions of the Building Management Ordinance (Cap. 344) and this Deed have power :-

- (a) To ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS that the right of the Owners of the parking areas to the proper use and enjoyment thereof in accordance with the provisions of the Government Grant and these presents shall not be affected;
- (b) To remove and impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (c) To impose charges for any such removal and impoundment and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees;
- (d) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris (if any) Provided That such charges shall be paid into the management funds;
- (e) To charge the Owners for all costs and consultants' fees incurred in approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed and House Rules;
- (f) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds; and
- (g) To manage, repair, upkeep, maintain and to keep well lighted the Common Areas and Facilities and to manage and maintain such other areas or drains

and channels that are required to be maintained under the Government Grant whether within or outside the Land.

**39. Manager's power of entry**

The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any House for the purposes of carrying out necessary repairs to any part or parts of the Development or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners; Provided That the Manager shall cause as little disturbance as possible and shall at its own costs and expenses repair any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.

**40. Manager to manage Common Areas and Facilities**

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

**41. Manager's acts and decisions binding on Owners**

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

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

- (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Land and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection, the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any), the supply and use of fresh and sea water to the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government. The House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.

- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed, the terms and conditions of this Deed shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance (Cap.344) or the Government Grant.
- (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such House Rules or non-observance thereof by any third party.

## **SECTION 6: EXCLUSIONS AND INDEMNITIES**

### **43. Manager not liable to Owners**

The Manager, its employees, servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence. No Owner will be required to indemnify the Manager, its employees, servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever and all costs and expenses in connection therewith arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, servants, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of

- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or
- (c) fire or flooding or the overflow or leakage of water 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 or robbery within the Development or such other areas the management of which is taken up by the Manager pursuant to the Government Grant;

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

### **44. Owners to be responsible for act or negligence of occupiers**

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any occupier of any House of which he has the exclusive use or any person using such House with his consent express or implied or by, or through, or in any way owing to fire, overflow of water or leakage of electricity or gas therefrom.

**45. Owners to be responsible for cost of making good loss and damage**

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

## **SECTION 7: OWNERS' COMMITTEE**

### **46. Establishment of Owners' Committee**

As soon as practicable but not later than nine (9) months from the date of this Deed, the Manager shall convene an Owners' meeting (and to call further and subsequent meetings if required) to establish an Owners' Committee and appoint a chairman thereof or to appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344). The Owners' Committee shall consist of not fewer than three (3) members.

### **47. Functions of Owners' Committee**

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

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the annual budget and revised budget prepared by the Manager;
- (d) the approval of the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the outgoing Manager in accordance with the provisions of Clause 12 of Section 5; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

### **48. Membership**

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

- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee.
- (b) The husband or wife of any Owner duly authorised by the Owner which authorisation shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee PROVIDED THAT such husband or wife resides in the Development.

### **49. Retirement from membership**

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

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

- (a) he resigns by notice in writing to the Owners' Committee; or
- (b) he ceases to be eligible or is not re-elected at the Owners' meeting at which he stands for re-election; or
- (c) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
- (d) he becomes incapacitated by physical or mental illness or death; or
- (e) he is removed from office by resolution of a duly convened Owners' meeting.

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

**50. Meetings**

A meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee PROVIDED THAT one such meeting to be known as the annual meeting shall be held once in each calendar year commencing with the year following the date of this Deed for the purpose of transacting any other business of which due notice is given in the notice convening the meeting.

**51. Notice of meeting**

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

**52. Quorum**

The quorum at a meeting of the Owners' Committee shall be 50% of the members of

the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Owners' Committee, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members of the Owners' Committee present shall be a quorum.

**53. Chairman**

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

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

The first chairman appointed pursuant to Clause 46 of this Section shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the Owners at the first or any other Owners' meeting held in any calendar year.

**54. Manager to act as secretary**

The Manager shall act as the secretary to the Owners' Committee and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

**55. Resolutions**

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

- (a)
  - (i) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed;
  - (ii) A resolution put to the vote of the meeting shall be decided on a show of hands only;
  - (iii) At a meeting of the Owners' Committee, each member present shall have one (1) 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.
- (b) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

**56. Owners' Committee not liable**

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

**57. No Remuneration**

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

**58. Records and Minutes**

- (a) The Owners' Committee shall cause to be kept records and minutes of :-
  - (i) the appointment and vacation of appointments of all its members and all changes therein;
  - (ii) all resolutions and notes of proceedings of the Owners' Committee;
  - (iii) the members present at all meetings.
- (b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying reasonable charges therefor. All copying charges received shall be credited to the Special Fund.

**59. Sub-Committees**

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Development or to co-opt any person eligible under Clause 48 of this Section who are not members of the Owners' Committee to serve on such sub-committees.

## SECTION 8: MEETING OF OWNERS

### 60. Meetings

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

- (a) An Owners' meeting may be convened by :-
  - (i) the Owners' Committee;
  - (ii) the Manager; or
  - (iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.
- (b) The person convening the Owners' meeting shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. The notice of meeting referred to in this Sub-clause (b) shall specify:-
  - (i) the date, time and place of the meeting; and
  - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (c) The notice of meeting referred to in Sub-clause (b) above may be given –
  - (i) by delivering it personally to the Owner;
  - (ii) by sending it by post to the Owner at his last known address; or
  - (iii) by leaving it at the Owner's House or depositing it in the letter box for that House.
- (d) The quorum at an Owners' meeting shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "10% of the Owners" shall –
  - (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Development is divided; and
  - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (e) An Owners' meeting shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 60(a)(ii) or (iii) of this Section, the person convening the meeting.

- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At an Owners' meeting :-
  - (i) an Owner shall have one vote in respect of each Undivided Share he owns;
  - (ii) an Owner may cast a vote personally or by proxy;
  - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast –
    - (A) by a proxy jointly appointed by the co-Owners;
    - (B) by a person appointed by the co-Owners from amongst themselves; or
    - (C) if no appointment is made under sub-sub-clause (A) or (B), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
  - (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
  - (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344), and-
  - (A) shall be signed by the Owner; or
  - (B) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 60(a)(ii) or (iii) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the

Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

- (i) The procedure at an Owners' meeting shall be as is determined by the Owners.
- (j) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development Provided as follows :-
  - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
  - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
  - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
  - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers of the Manager.
  - (v)
    - (A) A resolution may be passed by a majority of the votes of the Owners voting either personally or by proxy; and supported by the Owners of not less than 50% of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) terminate by notice the Manager's appointment without compensation.
    - (B) A resolution under preceding sub-clause (A) shall have effect only if-
      - (1) the notice of termination of appointment is in writing;
      - (2) provision is made in the resolution for a period of not less than 3 months notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
      - (3) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
      - (4) the notice and the copy of the resolution is given to the

Manager within 14 days after the date of the meeting.

- (C) The notice and the copy of the resolution referred to in preceding sub-clause (B) may be given-
  - (1) by delivering it personally to the Manager; or
  - (2) by sending it by post to the Manager at its last known address.
- (vi) For the purposes of the immediately preceding sub-clause (j)(v) –
  - (A) only the Owners of Undivided Shares who pay or who are liable to pay the management contribution relating to those Undivided Shares shall be entitled to vote; and
  - (B) the reference in the said sub-clause (j)(v) to “the Owners of not less than 50% of the total number of Undivided Shares” shall be construed as a reference to the Owners of not less than 50% of the total number of Undivided Shares who are entitled to vote.
- (k) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Development namely :-
  - (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Government Grant or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Government Grant as aforesaid.
  - (ii) A resolution to rebuild or redevelop the Development otherwise than in accordance with Clause 61 of Section 9.
- (l) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Development, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the total number of Undivided Shares in the Development shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (m) The accidental omission to give notice as aforesaid to any Owner shall not

invalidate the proceedings at any meeting or any resolution passed thereat.

- (n) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, the person in whom the Undivided Shares allocated to the Common Areas and Facilities are vested as trustee for all the Owners shall have no voting right in respect of such Undivided Shares in any Owners' meetings whether under this Deed, the Building Management Ordinance (Cap.344) or otherwise and such Undivided Shares shall not be taken into account in determining the quorum for any meetings or for determining the total number of Undivided Shares in the Development referred to in this Section 8.

## **SECTION 9: EXTINGUISHMENT OF RIGHTS**

### **61. Owners' meeting in event of Development being damaged**

In the event of the whole or any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render a substantial part of the same unfit for habitation or use or occupation, the Owners of not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene an Owners' meeting and such meeting may resolve by a resolution of not less than seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting that by reason of insufficiency of insurance money or changes in building law or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Development then in such event the Undivided Shares in the Land representing such part of the Development shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners. All insurance money received in respect of any policy of insurance on such part of the Development shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant part of the Development PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Development in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Development and be recoverable as a civil debt. The resolution is to be binding upon all the Owners of the damaged part(s).

### **62. Provision applicable to such Owners' meeting**

The following provisions shall apply to a meeting convened by the Manager as provided in Clause 61 of this Section :-

- (a) Every such meeting shall be convened by at least seven (7) days' notice in writing posted on the public notice boards of the Development specifying the time, date and place of the meeting;
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy five per cent (75%) of the total number of Undivided Shares in the part of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;

- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the following week at the same place, and if at such adjourned meeting a quorum is not present the Owners present shall be deemed to constitute a quorum;
- (d) The Manager shall be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) 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 Owner whose name stands first in relation to that Undivided Share in the register kept at the Land Registry shall have the right to vote, and in case of equality of votes, the chairman shall have a second or casting vote;
- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part 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) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (k) Apart from the notice given under sub-clause (a) of this Clause, the accidental omission to give notice to any Owner shall not invalidate the meeting or any resolution passed thereat.

## **SECTION 10: MISCELLANEOUS PROVISIONS**

### **63. Schedules 7 and 8 to the Building Management Ordinance (Cap.344)**

The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (both of the English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

### **64. Owners to notify Manager when ceasing to be Owner**

Each Owner shall on ceasing to be the Owner of any Undivided Share and the premises enjoyed therewith upon assignment of his House notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner upon assignment of his House.

### **65. No liability after ceasing to be Owner**

No person shall, after ceasing to be the Owner of any Undivided Share upon assignment of his House, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the premises held therewith upon assignment of his House save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term and condition prior to his ceasing to be the Owner thereof.

### **66. Public notice boards**

There shall be public notice boards at such places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

### **67. Service of notices, etc.**

Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the 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 HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if

an individual, at his last known address. All notices required to be given to the Manager shall be sufficiently served if delivered personally to the Manager or sent by prepaid post addressed to the Manager's last known address.

**68. Provision of address in Hong Kong**

Each Owner who is not an occupier in the Development shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed.

**69. Compliance with the Government Grant**

No provisions in this Deed shall be in breach of the Government Grant and each Owner (including the First Owner) and the Manager shall covenant with each other to comply with the terms and conditions of the Government Grant so long as the Owner remains as an owner of the Development and so long as the Manager remains as the manager of the Development.

**70. Chinese translation**

The First Owner shall at his own cost provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the management office within one (1) month from the date hereof for inspection by all Owners free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Deed, the English version of this Deed approved by the Director shall prevail.

**71. Plans of Common Areas and Facilities**

A copy of plans showing the Common Areas and Facilities (if and where capable of being shown on plans) certified as to their accuracy by or on behalf of the Authorised Person shall be prepared by the First Owner, annexed to this Deed, kept at the management office and shall be available for inspection by the Owners free of charge during normal office hours.

**72. During existence of Owners' Corporation**

During the existence of an Owners' Corporation of the Development, the general meeting of the Owners' Corporation convened under the Building Management Ordinance (Cap.344) shall take the place of the Owners' meeting convened under this Deed, and where a management committee of the Owners' Corporation is or has been appointed the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.

**73. Works and Installations**

- (a) The First Owner shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations and its schedules 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 the Works and Installations requiring routine maintenance;
  - (v) Recommended frequency of routine maintenance inspection;
  - (vi) Checklist and typical inspection record sheets for routine maintenance inspection;
  - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) Within one (1) month after the execution of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations which includes a list/schedule of items of the Works and Installations in the management office for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.
- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.
- (ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the Houses including those part or parts of the Works and Installations forming part of their Houses.
- (d) The Owners may, by a majority resolution passed at an Owners' meeting convened under this Deed, decide on revisions to be made to the Works and Installations listed in the Fourth Schedule (the "**Schedule of Works and Installations**") and the Maintenance Manual for the Works and Installations, in which event the Manager must procure from a qualified professional or consultant the revised Schedule of Works and Installations 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.

All costs incidental to the preparation of the revised Schedule of Works and Installations and the revised Maintenance Manual for the Works and Installations will be paid out of the Special Fund.

- (e) The Manager must deposit the revised Maintenance Manual for the Works and Installations in the management office within one (1) month from 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 must be credited into the Special Fund.

**74. Maintenance of the Green Area, Green Hatched Black Area and Green Cross-hatched Black Area as if they formed part of the Common Areas and Facilities**

Notwithstanding anything herein contained, the Green Area, the Green Hatched Black Area and the Green Cross-hatched Black Area shall, for management, maintenance and operation purposes under this Deed, be deemed to be included under the definition of "Common Areas and Facilities" herein and this Deed shall, for management purposes, be read, construed and interpreted throughout as though the Green Area, the Green Hatched Black Area and the Green Cross-hatched Black Area form part of the Common Areas and Facilities and to the effect that the Owners shall be responsible for the costs and expenses for maintenance and repair of the Green Area, the Green Hatched Black Area and the Green Cross-hatched Black Area as if they were part of the Common Areas and Facilities.

**75. Covenants to the Lender**

- (a) In consideration of the Lender having entered into this Deed in its capacity as the lender under the Building Mortgage, the First Owner hereby covenants with the Lender that the First Owner shall fully observe and perform all the covenants herein contained and to be observed and performed by the First Owner while any share or interest in any part of the Land and the Development is subject to the Building Mortgage and shall keep the Lender fully and effectually indemnified against the non-observance and non-performance of any of the said covenants and the non-payment of the sums payable hereunder.
- (b) Notwithstanding anything herein contained, until such time as the Lender enters into possession of the Land and the Development or exercise the power of sale conferred on the Lender, the covenants and obligations in this Deed contained and the liability for making any payment under this Deed and the other burden and restrictions herein imposed shall not be binding upon the Lender and no liability for any payment under this Deed shall be binding on the Lender in respect of any sums accrued prior to the Lender entering into possession or exercising the power of sale.

**76. Deed binding on executors, etc.**

The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Houses and Common Areas and

Facilities and to the Undivided Share or Shares held therewith.

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

## **THE FIRST SCHEDULE**

### **Allocation of Undivided Shares**

**1. Houses**

House No.	Undivided Shares
1	7,859
2	7,862
3	7,863
5	7,859
6	7,853
7	7,858
8	7,872

Sub-total: 55,026 Undivided Shares

**2. Common Areas and Facilities**

100 Undivided Shares

Total: **55,126 Undivided Shares**

### **Allocation of Management Shares**

**1. Houses**

House No.	Management Shares
1	7,859
2	7,862
3	7,863
5	7,859
6	7,853
7	7,858
8	7,872

Sub-total: 55,026 Management Shares

**2. Common Areas and Facilities**

0 Management Shares

Total: **55,026 Management Shares**

## **THE SECOND SCHEDULE**

### **Rights, Privileges and Easements**

The rights and privileges conferred as particularised under Part A and subject to which as specified in Part B each Undivided Share is held shall only come into effect from the date of this Deed.

#### **Part A**

##### **1. Right and privileges of Owners**

The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this Schedule referred to as "**his premises**") shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager as provided in this Deed:-

##### **(a) Right of way to use the Common Areas and Facilities**

Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the First Owner herein provided) 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 and to use or to receive the benefit of the Common Areas and Facilities which his premises form part for all purposes connected with the proper use and enjoyment of his premises SUBJECT as aforesaid;

##### **(b) Right to support and shelter**

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

##### **(c) Right of passage of water, etc.**

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his premises through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his premises or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid; and

#### **Part B**

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

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

The full right and privilege of the Manager at all reasonable times upon prior

reasonable notice (except in the case of emergency) with or without workmen, contractors and others and with or without equipment and apparatus to enter into and upon his House for the purposes of carrying out necessary repairs to any part or parts of the Development or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners, Provided That the Manager shall cause as little disturbance as possible and shall at his own costs and expense repair any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights;

(b) Rights of First Owner

Rights of the First Owner set forth in Sections 3 and 4; and

(c) Other rights and privileges

Rights and privileges equivalent to those set forth in sub-clauses (b), (c) and (d) of Clause 1 of Part A of this Second Schedule.

## THE THIRD SCHEDULE

### **Covenants, Provisions and Restrictions**

1. No structural alteration

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

2. Not to vitiate insurance

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

3. Not to partition

No Owner shall without the prior written consent of the Manager at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Development or any of the Houses therein.

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

Subject to the provisions of Clause 8 of Section 4, no Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the management and the maintenance of the Development.

5. No conversion of the Common Areas and Facilities

- (a) No Owner (including the First Owner) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Owners' Committee. Any payment received for the approval shall be credited to the Special Fund.
- (b) No Owner (including the First Owner) shall have the right to convert or designate any of his own areas to be Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under

this Deed has been obtained. No Owner (including the First Owner) shall have and the Manager shall not have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

6. Not to obstruct the Common Areas and Facilities

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

7. Not to use for illegal or immoral purpose

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

8. Not to use for offensive purpose, etc.

(a) No Owner shall use or permit or suffer his House to be used except in accordance with the Government Grant, the Occupation Permit, this Deed, and any Ordinances and Regulations from time to time applicable thereto.

(b) No Owner shall use or cause or permit any House to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.

9. User

No House shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles and no structure or partitioning shall be erected thereon without the prior consent in writing of the Manager. SAVE AND EXCEPT the First Owner may use any such House and such other part(s) of the Development as show house(s) and/or sales office for such period or periods as it shall in its discretion consider appropriate.

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

No partitioning shall be erected or installed in a House 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.

11. Not to erect advertising sign, etc. on the roof or flat roof, etc. of House

Subject to the rights of the First Owner herein provided, no Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof, balcony(ies) or

garden forming part of his House or any other part thereof.

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

No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any part of his House any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities and the design of any metal grille or shutter or gate shall (i) comply strictly in accordance with such guidelines and/or specifications that may from time to time be issued by the Manager or (ii) prior to the installation thereof, first be submitted to the Manager for his approval in writing, and the subsequent installation shall follow strictly in accordance with the said guidelines and/or specifications and/or the approved design and any conditions that may be imposed.

13. Not to display advertising sign from House

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

14. Not to store dangerous goods, etc. in House

No Owner shall store or permit to be stored in any House any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

15. Not to store goods in House

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.

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

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

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

(a) No Owner shall affix or install his own private aerial outside his House except

with the prior written consent of the Manager.

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

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

Subject to the rights of the First Owner herein provided, no Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his House or any part of the Development or be projected from the Development or any part thereof except with the prior written consent of the Manager who may in its discretion impose conditions to the consent.

19. Not to hang clothing or laundry outside House or Common Areas and Facilities

No clothing or laundry shall be hung outside the House or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.

20. Not to hang unsightly objects upon flat roofs, gardens, etc. of Development

No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any unsightly objects or store or permit or suffer to be stored any utensils or other objects upon the flat roof, roof, balcony(ies), garden or external walls of his House or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such objects without notice at the cost of the offending Owner.

21. Not to erect or build upon the roof, flat roof etc. of House or Development

No Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) erect or build or suffer to be erected or built on or upon the roof, flat roof, balcony, utility platform, garden, carport or external walls forming part of his House or the Development any structure whatsoever either of a permanent or temporary nature.

22. Not to clog the drainage system

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

23. Not to misuse water closets

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

24. No excessive noise

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

25. Pets

No dogs, cats, birds or animals or fowls shall be kept or harboured in any part of the Development if, (i) in the opinion of the Manager, such dog, cat, bird or animal or fowl is causing a nuisance or disturbance to other Owners or occupants of the Development and (ii) if the same has been the cause of written complaint of at least two other Owners or occupants of the Development. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash.

26. Supervision of children

Not to allow children to play in the Common Areas and Facilities without proper supervision and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the House in which the child or children concerned reside.

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

No Owner shall paint or alter the outside of his House or any part of the Development, or do or permit to be done any act or thing which may or will alter the façade or external appearance of his House or the Development without the prior written consent of the Manager.

28. Not to alter the entrance gate

No Owner shall alter, remove or replace the entrance gate of his House, which may affect the overall image and appearance of the Development without the prior written consent of the Manager.

29. Not to discard refuse, etc.

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

30. Not to contravene the Air Pollution Control Ordinance

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

31. Not to contravene the Fire Services Ordinance

No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

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

No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

33. Floor loading

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

34. Not to cut trees

No Owner shall remove or interfere with any tree growing on the Land or adjacent thereto except with the prior written consent of the Director and in compliance with any conditions that may be imposed by the Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his House and their guests or visitors.

35. Maintenance of Slope Structures

- (a) The Owners shall at their own expense in the proportion of the number of Management Shares allotted to their respective Houses maintain and carry out all works in respect of the Slope Structures as required by the Government Grant and in accordance with the "Geoguide 5 - Guide to Slope Maintenance"

issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual.

- (b) The First Owner shall deposit a full set of the Slope Maintenance Manual at the management office within one month from the date of this Deed. The Slope Maintenance Manual shall be available for inspection by the Owners free of charge during the normal office hours of the Manager and the taking of copies by the Owners upon request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.

36. To pay Government rent

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

37. To upkeep garden, external wall, etc of Houses

- (a) Every Owner shall keep the garden (including the swimming pool, if any), lawn, the façade and external walls forming part of his House in good, clean and tidy state and condition. Without prejudice to the generality of the foregoing, if (i) in the opinion of the Manager, any part of the façade and/or the external walls of a House (including without limitation the tidiness and cleanliness thereof) affects the overall image, style and/or appearance of the Development and (ii) the same has been the cause of written complaint of at least one (1) other Owner or occupier of the Development, the relevant Owner shall, upon request of the Manager, forthwith at his own cost and expense take such steps and actions as may be required by the Manager (or otherwise necessary in the circumstances) to procure or ensure that the façade and/or the external walls shall be in clean and tidy condition and be consistent with the overall image, style and/or appearance of the Development.
- (b) Every Owner shall keep and maintain the interior of his House and all wirings and piping thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition.

38. To observe the Government Grant, etc.

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

39. Party Wall

The Owners of the Houses which have a Party Wall shall each have the right to the use of the interior surface of the Party Wall on his side. Such Party Wall shall be repaired and maintained at the joint expenses of the Owners of the Houses which the Party Wall adjoins or separates or divides. Neither Owner shall use any portion of the

Party Wall so as to interfere with the use and enjoyment of the other Owner. Neither Owner shall erect any fence or any structure (including but not limited to spikes or wires) on top of the Party Wall without the written consent of the other Owner. Neither Owner shall put structures of any kind (including but not limited to fish ponds) so near to the Party Wall as to cause leakage of water to the other side of the Party Wall or likely to cause the Party Wall to collapse. If the Party Wall or any portion thereof, except the interior surface of the one side, is damaged or injured from any cause, other than the act of negligence of either party, it shall be repaired or rebuilt at their joint costs and expenses.

40. Not to enclose the Non-enclosed Area

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

41. Greenery Area

The Greenery Areas shall not be used other than as greenery. The Owners shall not use the Greenery Area for any other purpose without the prior consent of the Building Authority.

42. Non-Building Areas

Except with the prior written approval of the Director, no building or structure or support for any building or structure shall be erected or constructed on, over, under, above, below or within the Green Hatched Black Area and the Green Cross-hatched Black Area.

**43. Use of the Caretaker's Office**

The Caretaker's Office shall not be used other than for office accommodation for watchmen and/or caretakers of the Development.

## **THE FOURTH SCHEDULE**

### **WORKS AND INSTALLATIONS**

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) the Slope Structures;
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window installations;
- (l) security system;
- (m) swimming pool filtration system; and
- (n) vehicle access control system.



**The First Assignee**

SIGNED SEALED and DELIVERED by )  
 )  
the First Assignee (Holder of Hong Kong )  
 )  
Identity Card No.V030645(2)) in the presence )  
 )  
of :- )



Patrick P.O. Hui  
Solicitor, Hong Kong SAR  
Lu, Lai & Li

INTERPRETED to the First Assignee by :-



Patrick P.O. Hui  
Solicitor, Hong Kong SAR  
Lu, Lai & Li

**The DMC Manager**

**SEALED** with the Common Seal of  
the **DMC Manager** and **SIGNED** by  
Lee Yuen Kui and Lee Yuen Cheor  
Edward, its directors  
duly authorised by a board resolution of its  
directors whose signature(s) is/are verified  
by :-

  
**Cheng Kwok Wai**  
**Mayer Brown**  
**Solicitor, Hong Kong SAR**



*Lee yuen kui*

*Edward L*

*AW*

the Lender

**SIGNED SEALED and DELIVERED** by )

the lawful attorney(s) of )

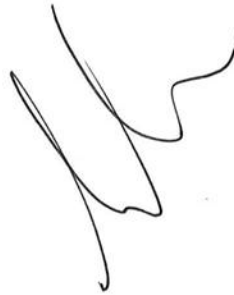
**HANG SENG BANK LIMITED** )

whose signature(s) is/are verified )

by :- )



LUI Wing Sze



LO Yee Yan



**Cheng Kwok Wai**  
Mayer Brown  
Solicitor, Hong Kong SAR

 COMMON AREAS  
AND FACILITIES

  
CHAN WAN MING  
Authorized Person (Architect)

[illegible]

PROJECT  
PROPOSED RESIDENTIAL  
REDEVELOPMENT  
AT No.45 TAI TAM ROAD, HONG KONG  
R.B.L. LOT No.442

DRAWING  
BASEMENT FLOOR PLAN  
(7-HOUSES SCHEME C)

SCALE 1 : 100 @ A0	NUMBER 4422
DATE 10-2016	DMC-A-01
DRAWN P & T	
CHECKED	APPROVED

- \* ALL DIMENSIONS ARE IN MILLIMETER EXCEPT OTHERWISE NOTED
- \* DO NOT SCALE DRAWING
- \* ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE

THE OWNERSHIP OF THE COPYRIGHT IN THIS DRAWING IS RESERVED BY THE ARCHITECT AND ENGINEER LTD. WHERE COMMENTS MUST BE WRITTEN BEFORE ANY USE OR REPRODUCTION OF

BASEMENT FLOOR PLAN



COLOUR LEGEND



COMMON AREAS  
AND FACILITIES

I hereby certify the accuracy of this plan

*Chan Wan Ming*  
**CHAN WAN MING**  
Authorized Person (Architect)



GROUND FLOOR PLAN

-FOR HOUSE 1-3, 5-8, LAYOUT & DIMENSIONS REFER TO DRAWING NO. A-01  
-DIMENSIONS PROVIDED FOR HOUSE 1-3, 5-8

NO. DATE AMENDMENT

**P&T Architects and Engineers Ltd**

PROJECT: PROPOSED RESIDENTIAL REDEVELOPMENT AT NO. 45 TAI TAM ROAD, HONG KONG R.B.L. LOT NO. 442

DRAWING: GROUND FLOOR PLAN (7-HOUSES SCHEME C)

SCALE: 1 : 100 @ A0 NUMBER: 4422

DATE: 09-2010 DMC-A-02

DRAWN: P & T

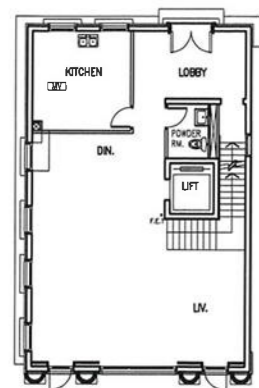
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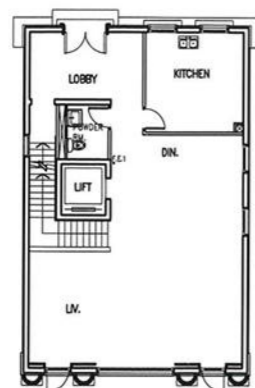
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**A3C**

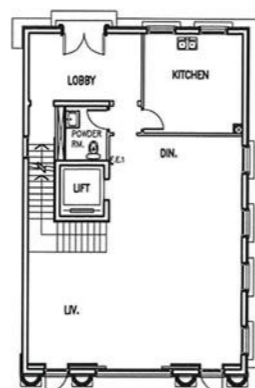
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\* ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE  
\* THE NUMBER OF SETS OF DRAWINGS TO BE SUBMITTED TO THE AUTHORITIES AND  
\* THE NUMBER OF SETS OF DRAWINGS TO BE SUBMITTED TO THE CONTRACTOR  
\* THE NUMBER OF SETS OF DRAWINGS TO BE SUBMITTED TO THE CONTRACTOR



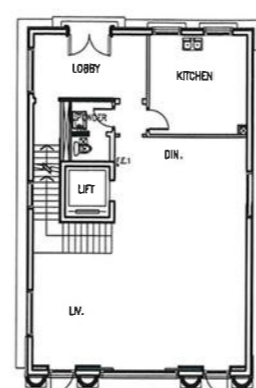
FOR HOUSE 1  
GROUND FLOOR PLAN



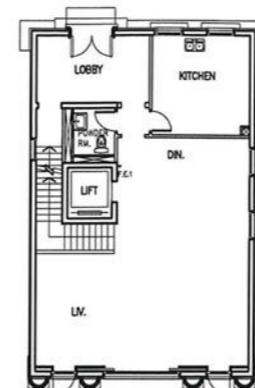
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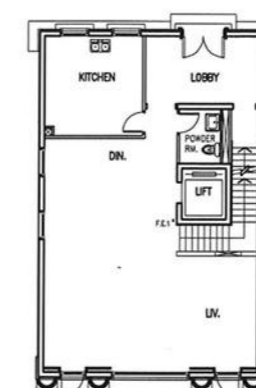
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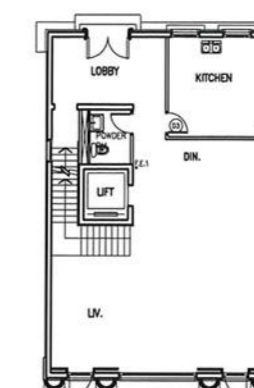
FOR HOUSE 5



FOR HOUSE 6



FOR HOUSE 7



FOR HOUSE 8

# COLOUR LEGEND



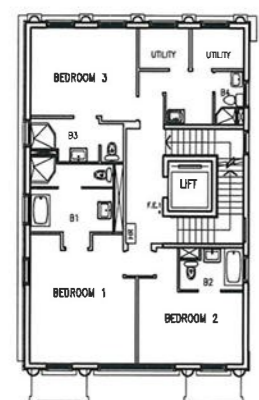
COMMON AREAS  
AND FACILITIES



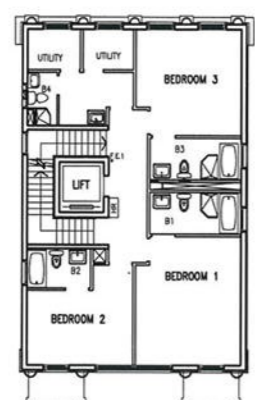
BALCONY

I hereby certify the accuracy of this plan

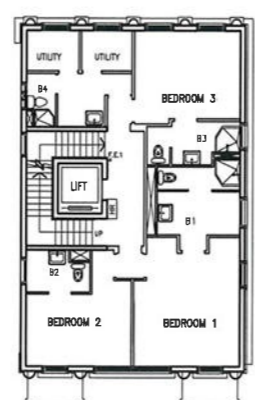
*Chan Wan Ming*  
**CHAN WAN MING**  
Authorized Person (Architect)



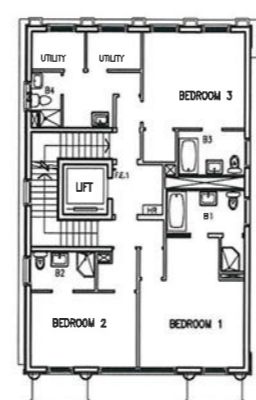
FOR HOUSE 1  
FIRST FLOOR PLAN



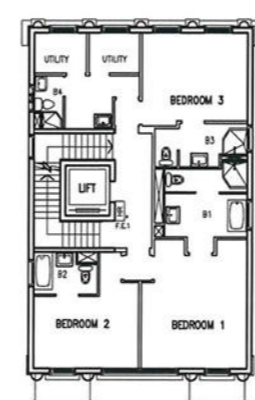
FOR HOUSE 2



FOR HOUSE 3



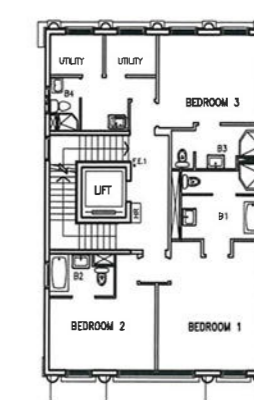
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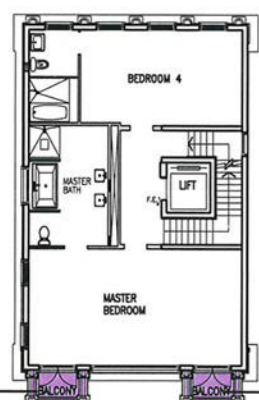
FOR HOUSE 6



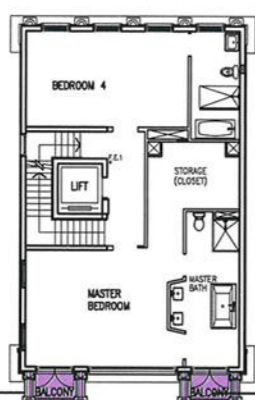
FOR HOUSE 7



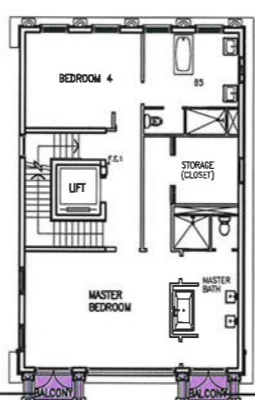
FOR HOUSE 8



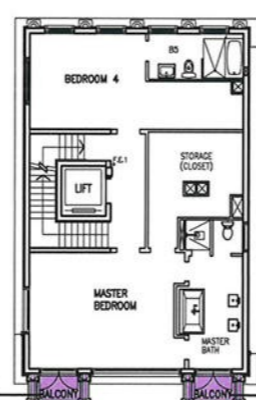
FOR HOUSE 1  
SECOND FLOOR PLAN



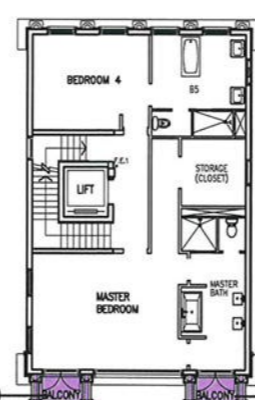
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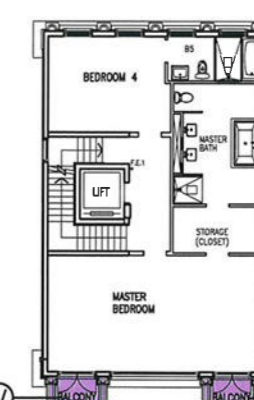
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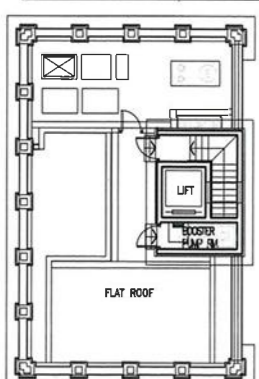
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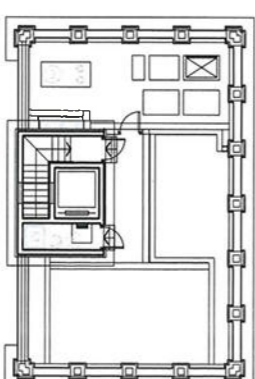
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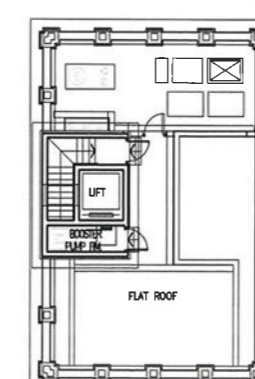
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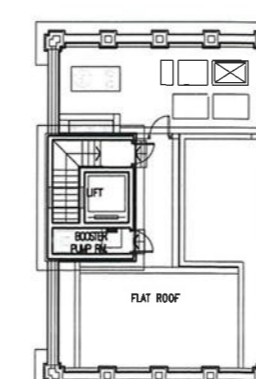
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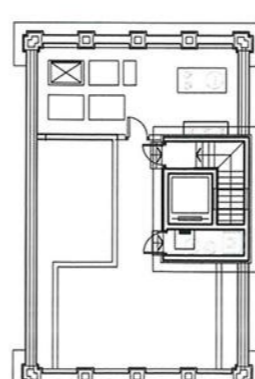
HOUSE 3 & 8



FOR HOUSE 5



FOR HOUSE 2 & 6



HOUSE 7

## ROOF PLAN



註冊編號 Memorial No.:  
**19092402330231**

**A3C**

NO. DATE AMENDMENT	
P&T Architects and Engineers Ltd	
NAME: P&T ARCHITECTS AND ENGINEERS LTD. NO. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 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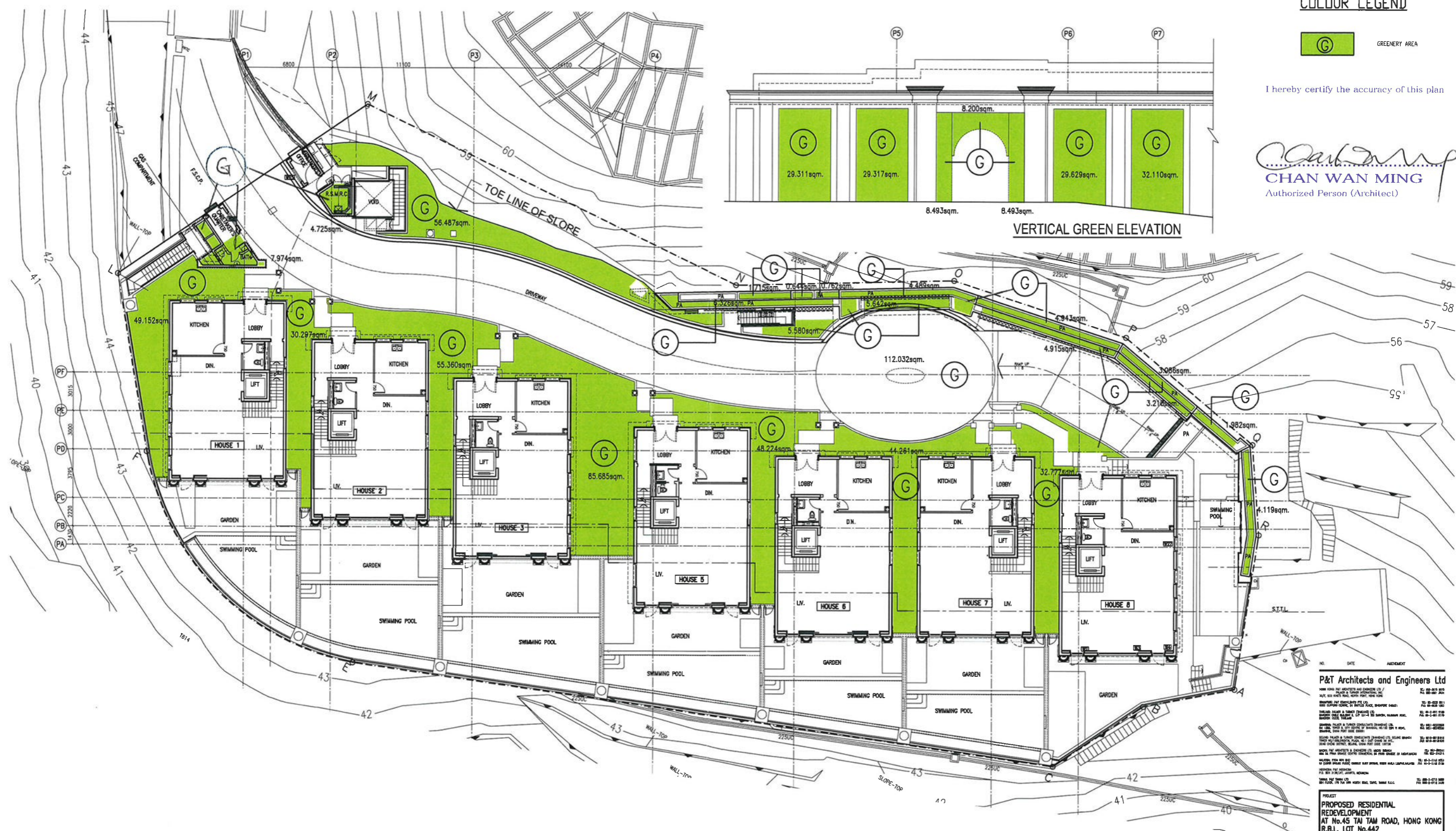
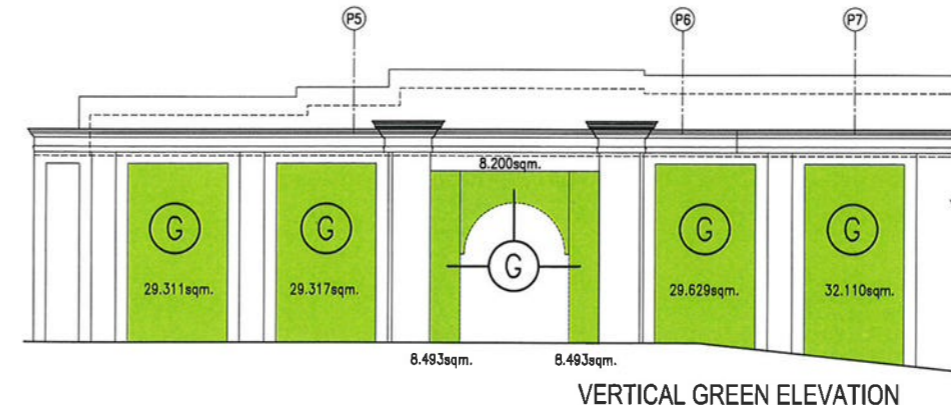


COLOUR LEGEND



I hereby certify the accuracy of this plan

*Chan Wan Ming*  
**CHAN WAN MING**  
Authorized Person (Architect)



NO.	DATE	AMENDMENT
1	09-2010	ISSUED FOR PERMITTING AND CONSTRUCTION
2	09-2010	REVISED TO SHOW THE REVISIONS
3	09-2010	REVISED TO SHOW THE REVISIONS
4	09-2010	REVISED TO SHOW THE REVISIONS
5	09-2010	REVISED TO SHOW THE REVISIONS
6	09-2010	REVISED TO SHOW THE REVISIONS
7	09-2010	REVISED TO SHOW THE REVISIONS
8	09-2010	REVISED TO SHOW THE REVISIONS
9	09-2010	REVISED TO SHOW THE REVISIONS
10	09-2010	REVISED TO SHOW THE REVISIONS

**P&T Architects and Engineers Ltd**  
10/F, 100, TAI TAM ROAD, HONG KONG  
TEL: 2622 8888  
FAX: 2622 8889  
E-MAIL: info@ptae.com.hk  
WEBSITE: www.ptae.com.hk

PROJECT:  
PROPOSED RESIDENTIAL  
REDEVELOPMENT  
AT NO.45 TAI TAM ROAD, HONG KONG  
R.B.L. LOT NO.442

DRAWING:  
GROUND FLOOR PLAN  
(7-HOUSES SCHEME C)

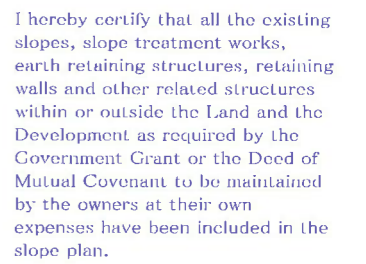
SCALE: 1:100 @ A3	NUMBER: 4422
DATE: 09-2010	DMC-A-04
DRAWN: P & T	
CHECKED:	APPROVED:

\* ALL DIMENSIONS ARE IN MILLIMETER EXCEPT OTHERWISE NOTED  
\* ALL DIMENSIONS SHOULD BE VERIFIED ON SITE  
\* THE DIMENSIONS OF THE BUILDING ARE SUBJECT TO THE APPROVAL OF THE RELEVANT AGENCIES  
\* THE DIMENSIONS OF THE BUILDING ARE SUBJECT TO THE APPROVAL OF THE RELEVANT AGENCIES



註冊摘要編號 Memorial No.:  
19092402330231 A3C

REFER DWG NO. DMC-C-01B



  
CHAN WAN MING  
Authorized Person (Architect)

[illegible]

\* ALL DIMENSIONS ARE IN MILLIMETER EXCEPT COILS/SHOES NOTED.

## SLOPE PLAN






註冊摘要編號 Memorial No.:  
**19092402330231 A3C**

REFER DWG NO. DMC-C-01A



**COLOUR LEGEND**

-  SLOPE STRUCTURES
-  SLOPE STRUCTURES AT GREEN HATCHED BLACK AREA
-  SLOPE STRUCTURES AT GREEN CROSS-HATCHED BLACK AREA

I hereby certify that all the existing slopes, slope treatment works, earth retaining structures, retaining walls and other related structures within or outside the Land and the Development as required by the Government Grant or the Deed of Mutual Covenant to be maintained by the owners at their own expenses have been included in the slope plan.

*Chan Wan Ming*  
**CHAN WAN MING**  
 Authorized Person (Architect)

15NE-A/C 175

15NE-A/FR 127

15NE-A/C 174

15NE-A/CR 173

NO.45 TAI TAM ROAD,  
 R.B.L. LOT NO. 442

REFER DWG NO. DMC-C-01A

**SLOPE PLAN**



註冊摘要編號 Memorial No.:  
**19092402330231**

**A3C**

NO.	DATE	REVISION
P&T Architects and Engineers Ltd		
PROJECT: PROPOSED RESIDENTIAL REDEVELOPMENT AT NO.45 TAI TAM ROAD, HONG KONG R.B.L. LOT NO.442		NO. \$332 \$3
DRAWING: SLOPE PLAN		NO. \$332 \$3
SCALE: 1 : 500 @ A3		NO. \$332 \$3
DATE: 9-2017		NO. \$332 \$3
DRAWN: P & T		NO. \$332 \$3
CHECKED: [ ]		NO. \$332 \$3
APPROVED: [ ]		NO. \$332 \$3

• ALL DIMENSIONS ARE IN MILLIMETER EXCEPT OTHERWISE NOTED

<p><i>The person appointed as the manager of the development/phase under the latest draft/executed deed of mutual covenant (DMC Manager)</i></p>	<p><i>Relationship between the vendor of the development/phase and the DMC Manager</i></p>
<p><i>Jones Lang LaSalle Management Services Limited</i></p>	<p><i>Jones Lang LaSalle Management Services Limited is not an associated company of the vendor within the meaning of Companies Ordinance (Cap. 622)</i></p>
<p><i>45 Tai Tam Road Tania Development Limited on 27 November 2024</i></p>	