

Dated 6th day of May 1994

TAI HING COTTON MILL LIMITED

AND

TAI HING COTTON MILL  
(DEVELOPMENT) LIMITED

AND

TAI HING GARDENS MANAGEMENT  
COMPANY LIMITED

AND

CHEUNG LI CHUN

---

DEED OF MUTUAL COVENANT AND  
MANAGEMENT AGREEMENT

of

The Remaining Portion of  
Tuen Mun Town Lot No. 310  
("Tai Hing Gardens - Phase II  
(大興花園第二期)")

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REGISTERED at the Tuen Mun District  
Land Registry by Memorial No. 634466  
on 17th May 1994

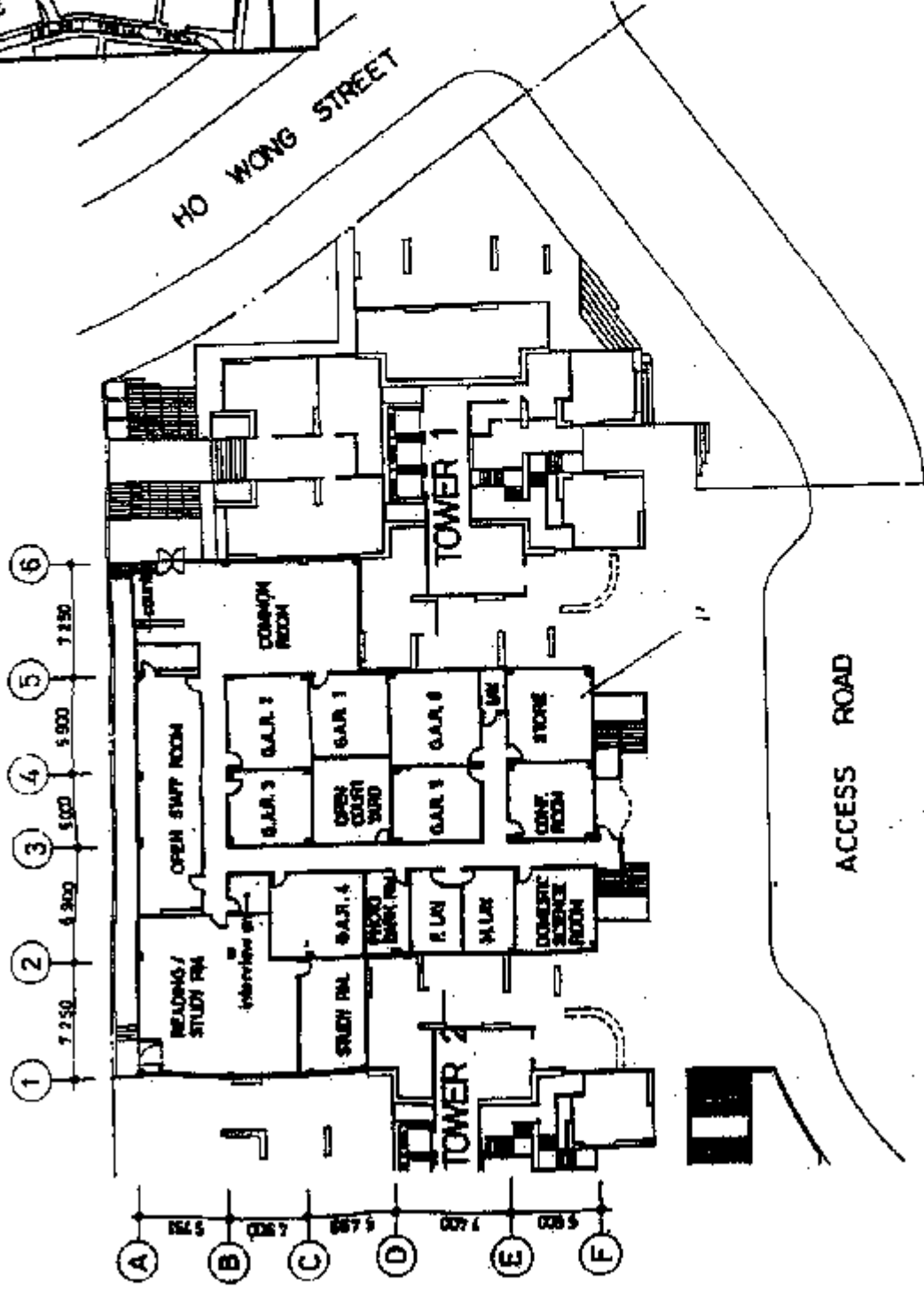
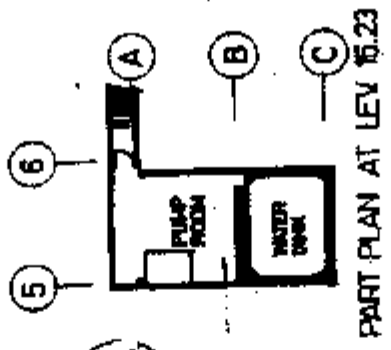
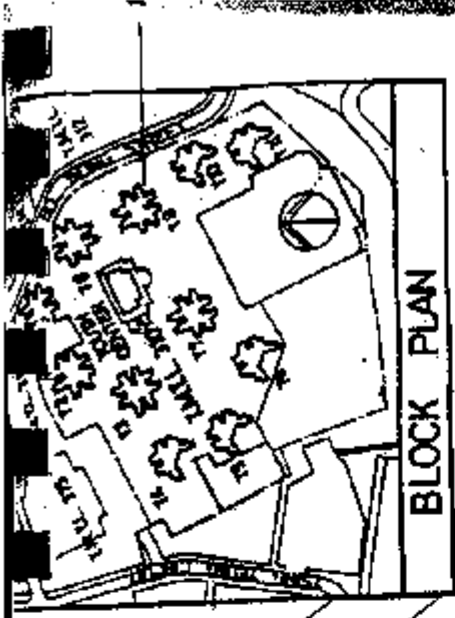
p. Land Registrar

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JOHNSON STOKES & MASTER,  
Solicitors & Notaries,  
16th - 19th Floors,  
Prince's Building,  
10 Chater Road,  
Hong Kong.

FY/JMYH/ARC/T7/87  
PC/LLd14758

(270494)



**WILFRED S. L.**  
 許 維 烈 (HK) ARIBA, ARABA ARCHITECTS  
 Chartered Architects  
*W. S. L.*  
 Architect

SOCIAL & YOUTH CENTER / READING ROOM - GROUND FLOOR PLAN

GOVERNMENT ACCOMMODATION ON TUEN MUN TOWN LOT 10 OR P. TAI HING GARDELS PHASE 2

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THIS DEED is made the 6th day of May  
One thousand nine hundred and ninety four  
BETWEEN TAI HING COTTON MILL LIMITED whose registered office is  
situate at Room 3202, Admiralty Centre, Tower 1, Harcourt Road, Hong  
Kong (hereinafter called "the First Owner") of the first part TAI HING  
COTTON MILL (DEVELOPMENT) LIMITED whose registered office is situate at  
Room 3202, Admiralty Centre, Tower 1, Harcourt Road, Hong Kong  
(hereinafter called "the Vendor") of the second part CHEUNG LI CHUN  
(張李進) of Flat G on the 18th Floor of Tower 8 of Tai Hing  
Gardens, Phase II, Tuen Mun, New Territories, Hong Kong (hereinafter  
called "the First Assignee" which expression shall where the context so  
admits include his executors, administrators and assigns) of the third  
part and TAI HING GARDENS MANAGEMENT COMPANY LIMITED whose registered  
office is situate at Room 3202, Admiralty Centre, Tower 1, Harcourt  
Road, Hong Kong (hereinafter called "the Manager" which expression shall  
where the context so admits include its successors appointed in  
accordance with the provisions herein) of the fourth part.

W H E R E A S :-

(1) Immediately prior to an Agreement for Sale and Purchase dated  
the 18th day of December 1987 ("the said Agreement") and registered at  
District Land Office Tuen Mun by Memorial No. 318096 and made between the  
First Owner (as vendor) and the Vendor (as purchaser), the First Owner  
was the registered owner of the entire Tuen Mun Town Lot No. 310 and upon  
issue of the Certificate of Compliance (as defined in Section I below)  
would become entitled to a Crown Lease thereof for the term of 99 years  
(less the last three days thereof) from the 1st day of July 1898 which  
said term is extended until the 30th day of June 2047 pursuant to  
Section 5 of the New Territories Leases (Extension) Ordinance Cap. 150  
and subject to the Conditions (as defined in Section I below).

(2) By virtue of the said Agreement, the First Owner agreed to  
sell (inter alia) the said Tuen Mun Town Lot No. 310 to the Vendor.

(3) By a Deed Poll dated the 7th <sup>day</sup> of September 1992 and  
registered in the District Land Registry Tuen Mun by Memorial  
No. 564202, Tuen Mun Town Lot No. 310 was carved out into Section A and  
the Remaining Portion as delineated and coloured respectively on the  
plan annexed thereto.

(4) Pursuant to the terms of the said Agreement, the Vendor, as beneficial owner, is in possession of the Lot (as defined in Section I below) and has developed and is, in the course of developing the Lot in accordance with the Building Plans (as defined in Section I below) prepared by the Authorized Person (as defined in Section I below). The Development (as defined in Section I below) comprises a commercial centre, a children and youth centre, a kindergarten, eleven (11) multi-storey residential towers and other ancillary facilities.

(5) For the purposes of sale the Lot and the Development have been notionally divided into equal Undivided Shares (as defined in Section I below) which have been allocated as provided in the FIRST SCHEDULE hereto.

(6) The Vendor and the First Owner have already obtained the Certificate of Compliance or the Consent to Assign (as the case may be) and are entitled to assign or otherwise dispose of Undivided Shares together with the right to the exclusive use and occupation of a part or parts of the Development.

(7) By an Assignment bearing even date herewith and made between the First Owner of the first part, the Vendor of the second part, and the First Assignee of the third part and for the consideration therein expressed, the First Owner assigned and the Vendor assigned and confirmed unto the First Assignee All Those 51 equal undivided parts or shares of and in the Lot and of and in the Development together with the full and exclusive right and privilege to hold use occupy and enjoy All That FLAT G on the EIGHTEENTH FLOOR of TOWER 8 of TAI HING GARDENS - PHASE II (hereinafter called "the said premises") Subject to and with the benefit of the Conditions. Other than the said Assignment, no other assignment has yet been entered into by the First Owner and/or the Vendor in respect of the Lot and the Development.

(8) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Estate and the Common Areas and Facilities therein and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Development.

(9) The Registrar General (Land Registrar) has approved the terms of this Deed of Mutual Covenant and Management Agreement in accordance with Special Condition No. (25)(a) of the Conditions.

NOW THIS DEED WITNESSETH as follows:-

SECTION I  
DEFINITIONS

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

"Air-Conditioned Accommodation"

means those parts of the Commercial Accommodation to which supply of central air-conditioning is available through the Central Air-Conditioning System;

"Authorised Person"

means Mr. Edward S.T. Ho of Wong Tung and Partners Limited, which expression shall include any other authorised person or persons for the time being appointed by the First Owner in the place of the said Mr. Edward S.T. Ho;

"Buildings"

means the buildings and other structures erected or to be erected in or upon the Lot in accordance with the Concept Plan, the Landscaping Proposals and the Building Plans or any approved amendments thereto and in the singular means any building in or upon the Lot;

"Building Plans"

means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorised Person and approved by the Building Authority under B.O.O. Reference No. BLD(B)2/9335/89 on 15th August 1991 and includes any approved amendments thereto;

"Central Air-Conditioning System"

means the air-conditioning plants and equipment together with ancillary facilities for providing central air-conditioning to the Air-Conditioned Accommodation;

"Certificate of Compliance"

means the certificate(s) or letter(s) from the Director of Buildings and Lands certifying that the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the whole of the Lot or so far as they relate to such part or parts of the Lot and the Building or Buildings thereon;

"Commercial Accommodation"

means such parts of the Development constructed or to be constructed for commercial purposes in accordance with the Building Plans, and shall include the kindergarten and its related open play area and the market;

"Commercial Common Areas and Facilities"

means and includes such of the passages, entrances, walkways, arcades, stairways, landings, halls, lobbies, lift lobbies, light wells, ramps, driveways, loading and unloading areas, footpaths, pavements, management office accommodation, refuse collection room, switch rooms, transformer rooms, generator rooms, pump rooms, AHU room, PAU room, store rooms, water rooms, fan rooms, control rooms, lift machine rooms, air-conditioning plant rooms and areas, and such of the lifts, firemen's lifts, service lifts, escalators, lavatories, flower beds, planters, water tanks, pumps, sprinklers, drains, channels, sewers, arials, meters, transformers, lighting, Central Air-Conditioning System, salt and fresh water intakes and mains, generators, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Commercial Accommodation, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security

systems and apparatus and such other areas and any other systems, devices and facilities provided or installed in the Development as are now or from time to time designated by the First Owner and/or the Vendor for the common use and benefit of the Owners and occupiers of the Commercial Accommodation and their bona fide visitors but EXCLUDING the Development Common Areas and Facilities, the Residential Common Areas and Facilities, and 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;

"Commercial Unit"

means a unit in the Commercial Accommodation to which Undivided Shares have been or will be allocated;

"Common Areas and Facilities"

means collectively the Development Common Areas and Facilities, the Commercial Common Areas and Facilities and the Residential Common Areas and Facilities;

"Concept Plan"

means the approved concept plan for the development of the Lot and includes any amendments thereto approved in accordance with Special Condition No.(8)(a) of the Conditions;

"Conditions"

means the documents of title setting forth the rights and entitlements granted by the Government of Hong Kong to the First Owner in respect of Tuan Mun Town Lot No.310, namely New Grant No.2837 as modified or varied by the Modification Letters dated the 2nd day of April 1992 and the 9th November 1992 (Memorial Nos.352536 and 576145) under which the First Owner is entitled to a Crown Lease for the residue of a term of 99 years (less the last three days thereof) commencing from the 1st day of July 1898 which said term is extended until the 30th day of June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance Cap.150, and including any



extensions and/or modifications to and/or renewals thereof;

"Consent to Assign"

means the certificate(s) or letter(s) from the Registrar General (Land Registrar) granting consent to the First Owner and/or the Vendor to assign Undivided Shares of and in the Lot together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Development before the issue of the Certificate of Compliance;

"Development"

means the whole of the development erected or to be erected on the Lot known as "Tai Hing Gardens - Phase II

(大興花園第二期" in accordance with the Conditions;

"Development Common Areas and Facilities"

means and includes such of the passages, entrances, walkways, stairways, landings, platforms, exterior walls (save and except the exterior walls of the Government Accommodation), flat roofs, roofs (including that part of the landscaped areas above the Government Accommodation and the recreational and any other facilities thereon) and surfaces, open spaces, halls, lobbies, light wells, emergency access areas, service areas, driveways, roadways and pavements, pedestrian crossings, yards, ramps, loading and unloading areas, refuse collection centre, switch rooms, pump rooms, transformer rooms, generator rooms, meter rooms, store rooms, fuel tank rooms, filtration plant room, lavatories, slopes, fresh and salt water storage and treatment areas, management rooms and caretakers' quarters, landscaped areas, gardens, planters, playgrounds, covered play areas, covered walkway, covered pedestrian bridges (if any), and such of the lifts, escalators, drains, channels, water mains, sewers, water tanks, lightwell, fresh and salt water storage and treatment plants, fresh and salt water intakes and mains, sewage treatment plants, filtration plant, fuel tanks, pumps and pumping stations, communal television and radio aerial system, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing

through the Lot through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Development, public telephone booths (if any), lamp posts and other lighting facilities, power stations and sub-stations, fire prevention and fighting equipment and apparatus, security systems and apparatus, and any other mechanical systems, devices or facilities installed or provided in the Development designated for common use and benefit of the Development, and such other areas within the Lot and such other systems, devices and facilities within the Development as are now or from time to time designated by the First Owner and/or the Vendor for common use and benefit of the Development in accordance with these presents but EXCLUDING the Commercial Common Areas and Facilities, the Residential Common Areas and Facilities, and 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;

"Estate"

means the Development but excluding the Government Accommodation;

"Government Accommodation"

means the Children and Youth Centre and the Reading and Study Room including the ancillary facilities provided and constructed in accordance with Special Condition No.(9)(a)(vii) of the Conditions which for the purpose of identification only is shown on the plan annexed hereto and thereon coloured pink;

"House Rules"

means the rules supplemental to this Deed governing the Estate or any part or parts thereof from time to time in force made pursuant to Clause 45 hereof;

"Landscaping Proposals"

means the proposals for the landscaping of the Lot and

includes any amendments thereto approved by the Director of Buildings and Lands in accordance with Special Condition No.(8)(b) of the Conditions;

"Lot"

means all that piece or parcel of ground registered in the District Land Registry, Tuen Mun as the Remaining Portion of Tuen Mun Town Lot No.310 including any extension(s) thereto (if any);

"Management Units"

means those notional shares allocated to the Commercial Units, the Residential Units and the Parking Spaces as provided in the First Schedule hereto for the purposes of calculating the contributions payable by their respective Owners towards the management expenditures of the Estate;

"Occupation Permit"

means a temporary or permanent occupation permit issued by the Building Authority in respect of the Buildings or any part or parts thereof;

"Owner"

means and includes each person in whom for the time being any Undivided Share is vested (and shall include the First Owner and the Vendor) and every joint tenant or tenant in common of any such Undivided Share and registered as such under the Land Registration Ordinance (Cap.128) and where any such Undivided Share has been assigned or charged by way of mortgage the word Owner shall include both mortgagor and mortgagee PROVIDED THAT, subject to the provisions of the mortgage, the voting rights conferred on the Owner of such Undivided Share by the provisions of these presents shall be exercisable only by the mortgagor unless the mortgagee is in possession or is in receipt of the rents and profits of such Undivided Share;

"Owners' Committee"

means a committee of the Owners of the Estate established

Building Plans;

"Residential Common Areas and Facilities"

means and includes the Reserved Recreational Areas and Facilities and such of the passages, entrances, landings, halls, flat roofs, service verandahs, lobbies, lift lobbies, stairways, meter rooms, switch rooms, transformer rooms, MDF rooms, hopper rooms, emergency generator rooms, lift machine rooms, pump rooms, plant rooms, management rooms, refuse chutes and refuse storage chambers, light wells, and such of the lifts, firemen's lifts, water tanks, pumps, aerials, meters, transformers, generators, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation of the Development, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, and such other areas and any other systems, devices or facilities provided or installed in the Development as are now or from time to time designated by the First Owner and/or the Vendor for the common use and benefit of the Owners and occupiers of the Residential Accommodation and their bona fide visitors but EXCLUDING the Development Common Areas and Facilities, the Commercial Common Areas and Facilities, and 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;

"Residential Unit"

means a unit in the Residential Accommodation to which Undivided Shares have been or will be allocated;

"Undivided Shares"

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

Sub-Deed of Mutual Covenant.

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

3. The marginal notes to and headings in this Deed are included merely for ease of reference and shall not affect the interpretation or construction of the relevant clauses and paragraphs.

SECTION II  
RIGHTS AND OBLIGATIONS OF OWNERS

- |   |    |  |
|---|----|--|
| First Owner<br>and Vendor<br>to have<br>exclusive<br>use etc.<br>except the<br>premises<br>assigned to<br>First<br>Assignee | 1. | The First Owner as registered owner and the Vendor as beneficial owner shall at all times hereafter subject to and with the benefit of the Conditions so far as they are still subsisting 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 Lot and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the said premises assigned to the First Assignee as aforesaid and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed. |
| First<br>Assignee<br>to have<br>exclusive<br>use etc.<br>of said<br>premises  | 2. | The First Assignee shall at all times hereafter subject to and with the benefit of the Conditions and these presents have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner and the Vendor the said premises assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.   |
| Rights and<br>Privileges<br>in Second<br>Schedule   | 3. | 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~~ hereto and the express covenants and provisions herein contained.

Restrictions  
in Third  
Schedule

4. The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the ~~THIRD SCHEDULE~~ hereto.

Right of  
Owners to  
assign etc.

5. Subject to the Conditions, 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.

Right of  
enjoyment  
not to be  
dealt with  
separately  
from  
Undivided  
Share

6. The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall not extend to leases or tenancies the terms of which shall not (together with any rights or options for renewal) exceed ten (10) years.

Use of  
Common  
Areas and  
Facilities

7. Every Owner shall have the full right and liberty (in common with others having like rights and subject to the right of the general public in respect of the Public Common Areas and Facilities) to go pass and repass over and along and to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same and every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Commercial Unit shall have the full right and liberty (in common with others having like rights) to

go pass and repass over and along and to use the Commercial Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same and every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit shall have the full right and liberty (in common with others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same SUBJECT ALWAYS TO the provisions herein, the rights of the Manager and the House Rules relating thereto.

SECTION III

ADDITIONAL RIGHTS OF THE VENDOR

8. The Vendor shall for as long as it remains the beneficial owner of any Undivided Share have the sole and absolute right in its absolute 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 :-

Right to  
designate  
Additional  
Development  
Common  
Areas and  
Facilities etc.

(a) The right to designate and declare by deed for such period or periods as it shall in its absolute discretion deem fit any area or part or parts of the Lot or the Buildings the sole and exclusive right to hold, use, occupy and enjoy which and to receive the rents and profits from which is then beneficially owned by the Vendor to be additional Development Common Areas and Facilities or Commercial Common Areas and Facilities or Residential Common Areas and Facilities whereupon with effect from such designation and declaration and during such period or periods of designation or declaration such additional Development Common Areas and Facilities or Commercial Common Areas and Facilities or Residential Common Areas and Facilities (as the case may be) shall form part of the Development Common Areas and Facilities or Commercial

Common Areas and Facilities or Residential Common Areas and Facilities (as the case may be) as provided in these presents and the Owners of the Estate shall thenceforth contribute to the maintenance and upkeep of the same as being part of the Development Common Areas and Facilities or Commercial Common Areas and Facilities or Residential Common Areas and Facilities (as the case may be) PROVIDED THAT in making such designation the Vendor shall not interfere with an Owner's right to hold, use, occupy and enjoy the Commercial Unit, Residential Unit, Parking Space or Government Accommodation which he owns and PROVIDED FURTHER THAT the Owners' interest and rights shall not be adversely or materially affected.

Right to  
assign Common  
Areas and  
Facilities  
for general  
amenity of  
Owners

- (b) The right to assign the whole of the Common Areas and Facilities together with the number of Undivided Shares relating thereto to the Manager for the general amenity of the relevant Owners and other relevant occupants of the Development subject to the Conditions and subject to this Deed. Such Undivided Shares together with the exclusive right to hold, use, occupy and enjoy the relevant premises shall then be held by the Manager as trustee for all the relevant Owners for the time being and in the event the Manager shall be wound up or a receiving order made against it or dismissed and another manager appointed in its stead in accordance with these presents, then the liquidator or the receiver or the Manager (as the case may be) shall assign such Undivided Shares together with the Common Areas and Facilities they represent to the new manager PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the right and powers of the Manager contained in this Deed.



Right to  
assign by  
Vendor and  
to allocate  
and  
re-allocate  
Undivided  
Shares

(c) At all times hereafter but subject to and with the benefit of the Conditions and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease license, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the Vendor and to allocate and from time to time to re-allocate such Undivided Shares other than those relating to the Residential Accommodation to particular Commercial Units or Parking Spaces within the Development and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises within the Development Provided that no such allocation or re-allocation of Undivided Shares shall have the effect of reducing the aggregate number of Undivided Shares allocated to each of (a) the Commercial Accommodation; (b) the Parking Spaces; (c) the Government Accommodation; and (d) the Reserved Recreational Areas and Facilities, below the aggregate number of such Undivided Shares applicable thereto as set out in the First Schedule hereto;

Right to  
change etc.  
Building Plans

(d) The right to change, amend, vary, add to or alter the Building Plans existing at the date hereof without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the Vendor from the requirements of obtaining the prior written consent of the Director of Buildings and Lands or other Government Authorities pursuant to the Conditions PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy the Commercial Unit, Residential Unit, Parking Space or Government Accommodation which he owns or impedes or restrict the access to and from any

such Commercial Unit, Residential Unit, Parking Space or Government Accommodation AND PROVIDED FURTHER THAT this right of the Vendor shall not apply to the Government Accommodation after the issuance of the certificate of compliance with all the positive obligations in the Conditions by the Director of Buildings and Lands in relation to the entire Lot.

Right to  
apply etc.  
for amendment  
of Conditions

- (e) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Conditions (including the plans annexed thereto) in such manner as the Vendor may deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the Vendor and (if necessary) to procure the First Owner to execute any documents in connection therewith but without the necessity of joining in any other Owner PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy the Commercial Unit, Residential Unit, Parking Space or Government Accommodation which he owns or impede or restrict the access to or from any such Commercial Unit, Residential Unit, Parking Space or Government Accommodation.

Right to  
negotiate  
regarding  
Pedestrian  
Walkway

- (f) The right to negotiate and agree with owners of adjacent land for the erection and maintenance of the Pedestrian Walkway (if any) to link the Buildings with buildings of adjacent land on such terms and conditions as the Vendor may deem fit.

Right to  
enter to  
construct  
Pedestrian  
Walkway

- (g) To enter into and upon all parts of the Lot and the Development with all necessary equipment, plant and materials for the purposes of constructing the Pedestrian Walkway (if any) and/or the other parts of the Development and the Vendor may, for such purpose, carry out all such works in, under, on or over the Lot and

the Development as it may from time to time see fit. The right of the Vendor to enter the Lot and the Development to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the Vendor. The Vendor 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 Lot and the Development that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the Vendor shall make good any disturbance, damage or loss that may be caused by or arise from such construction works PROVIDED THAT the exercise of such right shall not interfere with the use and enjoyment by the other Owners of the Commercial Units, Residential Units, Parking Spaces or Government Accommodation owned by them and Provided also that the exercise of such right shall not impede or restrict access to and from the Commercial Units, Residential Units, Parking Spaces or the Government Accommodation.

Right to  
affix etc.  
chimneys,  
advertising  
signs etc.

- (h) The right to affix, erect, maintain, alter, renew and remove any one or more chimneys, signs, masts, aerials, lightning conductors and lighting and other fixtures of whatsoever kind, and subject to Special Condition No. (53) of the Conditions, the right to affix, erect, maintain, alter, renew and remove any one or more advertisements (illuminated or otherwise) on any part or parts of the Common Areas and Facilities, and such other areas of the Development the exclusive right to hold, use, occupy and enjoy which has not been assigned and the right to enter into and upon any part of the Buildings with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes

15  
aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the Vendor may deem fit PROVIDED ALWAYS THAT any such chimney, sign, advertisement, mast, aerial, lightning conductor or lightning or other fixture shall, in the opinion of the Manager, be considered necessary for the Development and shall not interfere with the use and enjoyment by other Owners of the Commercial Units, Residential Units, Parking Spaces or Government Accommodation owned by them and PROVIDED ALSO THAT in carrying out any works hereunder the Vendor shall cause as little disturbance as possible to the other Owners and shall make good any damage caused thereby to the Commercial Units, Residential Units, Parking Spaces or Government Accommodation owned by them.

Right to  
name  
Development

- (1) The right to change the name of the Development or any or all of the Buildings at any time prior to the issuance of the Occupation Permit in relation thereto upon giving three months' prior notice to the Owners and the Vendor shall not be liable to any Owner or other person having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith.

Right to  
dedicate to  
public

- (1) The right to dedicate to the public any part or parts of the Lot and/or the Development vested in the Vendor for the purposes of passage with or without vehicles or in such manner as the Vendor shall in its absolute discretion deem fit PROVIDED THAT in making such dedication the Vendor shall not interfere with an Owner's right to hold, use, occupy and enjoy the Commercial Unit, Residential Unit, Parking Space or Government Accommodation which he owns and the Owners' interests and rights shall not be adversely or materially affected and

PROVIDED FURTHER THAT no Owner except the First Owner or the Vendor shall have any claim for any benefit in the event that the Building Authority may permit the site coverage or the plot ratio for any building or buildings or for any part or parts of any building or buildings within the Lot to exceed the permitted percentage site coverage or the permitted plot ratio, as the case may be, as a result of such dedication or in the event that the Government may offer any money or grant any land as compensation for or in exchange of such dedication and PROVIDED FURTHER THAT any extra site coverage or plot ratio or monetary compensation obtained by the First Owner or the Vendor as a result of dedication of any part or parts of the Common Areas and Facilities shall be used and designated as part of the Common Areas and Facilities or go into the management funds, as the case may be.

Right to  
adjust  
boundary  
of Lot

(k) The right to adjust and/or re-align the boundary of the Lot and to negotiate and agree with the Government in connection therewith and for that purpose to effect any carving out of the Lot, surrender, extension or regrant and to execute on behalf of all the Owners for the time being any necessary agreement, deed or document without the necessity of obtaining approval from the Owners or joining any other Owner as a party thereto PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns.

Right to  
assign  
Vendor's  
reserved  
rights

(l) The right to assign all the Vendor's rights hereby reserved to the Manager for the general amenity of the Owners and other residents or occupiers of the Development.

(m) The right to grant a right of way to the owner

and occupiers of Section A of Tuen Mun Town Lot No.310 over a part or parts of the Common Areas and Facilities for access to and from the said Section A through the Lot on such terms as the Vendor shall decide PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns AND PROVIDED ALSO THAT the Owner's interests and rights shall not be adversely affected.

Right to enter Sub-Deed of Mutual Covenant

(n) The right to enter into a Sub-Deed of Mutual Covenant in respect of any part or parts of the Development PROVIDED THAT such Sub-Deed of Mutual Covenant shall not conflict with the provisions of this Deed or affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Deed of Mutual Covenant.

Power of Attorney to Vendor

9. The Owners (save and except the Owner of the Government Accommodation) hereby jointly and severally and irrevocably APPOINT the Vendor as their attorney and grant unto the Vendor 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 Vendor's rights mentioned in Clause 8 above.

SECTION IV  
MANAGER AND MANAGEMENT CHARGES

Manager to undertake Management and term of appointment

10. The parties hereto have agreed with the Manager for the Manager to undertake the management, operation, servicing, maintenance, repair, renovation, replacement, security and insurance of the Estate (all or any of which activities where not inapplicable are herein included under the word "management") from the date of issue of the first Occupation Permit for any of the Buildings or any part or parts thereof for an initial

period of two years and such appointment shall continue thereafter until the Manager's appointment is terminated by a resolution of the Owners pursuant to Clause 63(1)(v) of this Deed subject to not less than three (3) calendar months' notice of termination given to the Manager, or by the Manager giving to the Owners' Committee not less than three (3) calendar months' notice in writing to terminate the same or in the event that it is wound up or has a receiving order made against it.

Appointment  
of  
substitute  
Manager

11. In the event of the Manager giving notice as hereinbefore provided 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 not less than one fifth of the total number of members of the Owners' Committee shall forthwith convene a meeting of the Owners to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting convened by not less than one fifth of the total number of the members of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder and it is hereby declared and agreed that at no time shall the Estate be without a responsible duly appointed manager to manage any of the Buildings after the issue of an Occupation Permit covering the same.

Auditing of  
accounts and  
handing-over  
upon of  
termination  
of  
appointment

12. Within 60 days after the Manager has convened a meeting of the Owners' Committee or after the meeting of the Owners has been convened by members of the Owners' Committee as aforesaid, the Manager shall appoint a firm of certified public accountants selected by the Owners' Committee to audit the accounts and records of the Manager at the expense of the Owners of the Estate. In addition, the Manager shall on ceasing to be the manager arrange for all documents, records, plans and accounts concerning the management of the Estate to be handed over to the new manager or the Owners' Committee.

Manager's  
remuneration

13. The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the

total annual expenditure (excluding the Manager's remuneration) reasonably and properly incurred in the good and efficient management of the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. 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 estimated annual remuneration of the Manager being 10% of the estimated total annual expenditure for the good and efficient management of the Estate payable by the Owners of the Estate according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 14-17 hereof. Any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 37 hereof.

Annual  
budget of  
estimated  
management  
expenditure

14. For the purpose of fixing the contributions payable by the Owners of the Estate an annual budget showing the estimated management expenditure of the Estate for the ensuing year shall be prepared by the Manager. The first annual budget shall be prepared by the Manager prior to the date of issue of the first Occupation Permit in respect of any part or parts of the Estate and shall cover the period from the date of issue of the first Occupation Permit until the following 31st day of December provided always that if the first Occupation Permit shall be issued at any time after the 30th day of June in a particular calendar year, such first annual budget shall cover the period from the date of issue of the Occupation Permit until the 31st day of December in the following year. After formation of the Owners' Committee in accordance with the provisions of this Deed, such annual budget shall be prepared at least two (2) months prior to the commencement of the ensuing year in consultation with the Owners' Committee and shall



be in two parts

Expenditure  
relating to  
Estate and/or  
Development  
Common  
Areas and  
Facilities

(a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners as essential or required for the proper management, cleansing, security and maintenance of the Estate and/or the Development Common Areas and Facilities (including the costs of the proper management, maintenance, repair or renewal of the roof slab, roof finishes and roof weather proofing membrane of that part of the landscaped areas above the Government Accommodation and the recreational and any other facilities thereon). There shall not be included in such part expenditure which in the opinion of the Manager is to be covered in the second part of the budget described under sub-clause (b) below but shall include (without prejudice to the generality of the foregoing) :-

- (i) the maintenance, operation, repair and cleansing of all Development Common Areas and Facilities and the lighting thereof, and the purchase or hire of all such plant, equipment and machinery as the Manager shall determine necessary in relation thereto;
- (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Development Common Areas and Facilities;
- (iii) the cost of all electricity, gas, water and other utilities serving the Development Common Areas and Facilities;
- (iv) the provision of mobile security guard services for the Development generally;

- (v) the cost and expense of maintaining the Pedestrian Walkway (if any) and such areas or drains and channels whether within or outside the Lot that are required to be maintained under the Conditions;
- (vi) any licence fees or other expenses payable in respect of the Pedestrian Walkway (if any);
- (vii) the Crown Rent and all sums (other than the premium) payable under the Conditions;
- (viii) insurance of such parts of the Estate and/or the Common Areas and Facilities as the Manager shall determine it prudent to insure, against damage by fire and/or other perils, and insurance of the Manager against third party or public liability or employees' compensation risks, or any other insurance policy considered necessary by the Manager and taken out by the Manager pursuant to Clause 39(c) of this Deed;
- (ix) a reasonable sum for contingencies;
- (x) legal and accounting fees properly incurred by the Manager in carrying out the services provided by this Deed;

In addition to the foregoing, there shall also be an item included under this part of the annual budget being the remuneration of the Manager calculated in accordance with Clause 13 of this Deed.

- (b) The second part shall cover expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to different parts of the Estate and shall be divided into four

sections :-

Expenditure  
relating to  
Commercial  
Accommodation

- (i) The first section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Commercial Units in the Commercial Accommodation. There shall be included in such section all expenditure relating to the proper management, cleansing, security and maintenance of the Commercial Common Areas and Facilities, in particular the operation, maintenance, repair and replacement of lifts and escalators in the Commercial Common Areas and Facilities and the equipment therein;

Expenditure  
relating to  
Residential  
Accommodation

- (ii) The second section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Units in the Residential Accommodation. There shall be included in such section all expenditure relating to the proper management, cleansing, security and maintenance of the Residential Common Areas and Facilities, in particular the operation, maintenance, repair and replacement of facilities and equipment forming part of the Reserved Recreational Areas and Facilities and of lifts in the Residential Common Areas and Facilities and the equipment therein, the charges for the supply of flushing water, the operation, maintenance, repair, cleansing, lighting, and security of their entrance lobbies and lift halls;

Expenditure  
relating to  
Parking Spaces

- (iii) The third section shall cover all expenditure which in the opinion of the Manager (whose decision shall be

conclusive save for manifest error) is specifically referable to the Parking Spaces. There shall be included in such section, expenditure to be expended as essential or required for the proper management, cleansing, security and maintenance of the Parking Spaces;

Expenditure relating to Air-Conditioned Accommodation

(iv) The fourth section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Air-Conditioned Accommodation. There shall be included in such section, all expenditure relating to the operation, maintenance, repair and charges for the supply of electricity in respect of the Central Air-Conditioning System providing air-conditioning to the Air-Conditioned Accommodation during the normal operating hours fixed from time to time by the Manager;

PROVIDED THAT expenditure of a capital nature for the replacement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Capital Equipment Fund mentioned in Clause 21 of this Deed when the same is established.

Review of annual budget by Owners' Committee

15. The annual budget shall be prepared in consultation with the Owners' Committee (only if and when it has been established pursuant to the provisions of this Deed) and after consultation the Manager may alter such budget based on the suggestions made by the Owners' Committee but shall not be obliged to do so and the budget if not altered as aforesaid shall be deemed adopted.

Contribution  
by Owners of  
management  
charges

16 The Manager shall fix the amount to be contributed to the annual budget by each Owner in respect of the Buildings in the Estate managed by the Manager in accordance with the following principles :-

- (a) Each Owner shall pay for every Management Unit allocated to any Commercial Unit, Residential Unit or Parking Space of which he is the Owner a fraction of the total amount assessed under the first part of the annual budget in which the numerator shall be one and the denominator is equal to the total number of Management Units in the Estate;
- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Management Unit allocated to a Commercial Unit of which he is the Owner pay a fraction of the total amount assessed under the first section of the second part of the annual budget in which the numerator shall be one and the denominator is equal to the total number of Management Units allocated to Commercial Units in the Estate;
- (c) Each Owner in addition to the amount (if any) payable under (a) and (b) above shall in respect of each Management Unit allocated to a Residential Unit of which he is the Owner pay a fraction of the total amount assessed under the second section of the second part of the annual budget in which the numerator shall be one and the denominator is equal to the total number of Management Units allocated to Residential Units in the Estate;
- (d) Each Owner in addition to the amount (if any) payable under (a), (b) and (c) above shall in respect of each Management Unit allocated to a Parking Space of which he is the Owner pay a fraction of the total amount assessed under the third section of the second part of the annual

shall assess the budget in which the numerator shall be one and the denominator is equal to the total number of Management Units allocated to Parking Spaces in the Estate;

- (e) Each Owner in addition to the amount (if any) payable under (a), (b), (c) and (d) above shall in respect of each Management Unit allocated to a Commercial Unit within the Air-Conditioned Accommodation of which he is the Owner pay a fraction of the total amount assessed under the fourth section of the second part of the annual budget in which the numerator shall be one and the denominator is equal to the total number of Management Units which represent Commercial Units within the Air-Conditioned Accommodation in the Estate;

PROVIDED THAT for as long as any such Parking Spaces are let or licensed without charge to the Manager for use in connection with the management of the Estate, the Manager shall have absolute discretion to reduce the amount originally payable under (a), (b), (c), (d) and (e) above by such proportion as it shall deem fit but having regard always to the Manager's duties to manage the completed part or parts of the Estate in accordance with the provisions of this Deed.

Revised  
Budget if  
annual budget  
insufficient  
to cover  
expenditure

17. (a) In the event of the Manager finding at any time that the annual budget is insufficient to cover all expenditure it shall, subject to the provisions of sub-clause (b) hereunder, prepare a revised budget in consultation with the Owners' Committee (if and when it shall have been formed) and the provisions of Clauses 14-16 shall apply mutatis mutandis to the revised budget as to the annual budget. Any surplus shall be taken into account when calculating the relevant budget for the next ensuing year pursuant to Clause 14 and shall in any event be applied towards the management expenses of the Estate.

Manager may  
charge  
additional

(b) The Manager shall also have the power in consultation with the Owners' Committee (if and when it shall have been formed), in the event any deficiency.

shall arise from the management of the Estate, provisionally (that is to say, pending preparation of a revised budget under sub-clause (a) above) to add to the amount to be contributed monthly by any Owner of the Estate such additional amount as shall be necessary to meet revised estimated expenditure in any accounting year to the intent that any such amount shall form part of the monthly contribution of such Owner to the management expenses and be recoverable accordingly.

Exclusions  
from  
management  
expenses

18. Notwithstanding anything herein contained and for the avoidance of any doubt, the management expenses payable by the Owners of the Estate 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 all of which sums shall be borne solely by the Vendor;
- (b) Any costs and expenses of maintaining, repairing, operating, managing and providing security and insurance to the Government Accommodation which responsibility shall be undertaken by the Owner thereof himself who shall be solely responsible for bearing and paying the costs and expenses thereof;
- (c) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Commercial Unit, Residential Unit, Parking Space or Government Accommodation which shall be borne by the Owner for the time being thereof;
- (d) The expenses for keeping in good and tenable repair and condition the interior fixtures and fittings windows and doors of any Commercial Unit, Residential Unit, Parking Space or Government Accommodation together with the

plumbing, electrical installations, plant, equipment, apparatus 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 Commercial Unit, Residential Unit, Parking Space or Government Accommodation.

Certain  
Undivided  
Shares  
acquired by  
Manager to  
be exempted  
from  
contribution  
to management  
charges

19. Notwithstanding anything herein contained where the Manager acquires Undivided Shares relating to any Parking Spaces pursuant to the provisions of the Conditions or this Deed and the receipts (if any) by the Manager in respect of the ownership of such Undivided Shares and the Parking Spaces held therewith are included in the management funds then such Undivided Shares and the Parking Spaces held therewith shall be exempted from contributing to management expenses provided in this Deed and the Management Units allocated thereto shall be excluded for the purposes of calculating the management contributions provided by Clause 16 hereof.

Expenditure  
over \$50,000  
attributable  
to any  
particular  
part of  
Estate  
to be borne  
by relevant  
Owners only

20. Subject to Clause 18 but notwithstanding any other provisions to the contrary contained in these presents, whenever any single item of expenditure which exceeds or is estimated to exceed \$50,000.00 and which is not covered by insurance is in the opinion of the Manager attributable to any particular part or parts of the Estate and Owners of Commercial Units or Residential Units or Parking Spaces in other parts of the Estate do not or would not receive any material benefit from such expenditure the Manager may (subject as hereinafter mentioned) determine that the same shall be paid by the Owner or Owners of the part or parts of the Estate for which such item of expenditure has or will be incurred (hereafter in this Clause called "the relevant Owners") to the exclusion of all other Owners and the Manager shall further determine in what manner shares or proportions such expenditure should be borne between the relevant Owners. On any such determination being made, written notice thereof shall forthwith be given by the Manager either personally or by registered post to the



relevant Owners individually or by exhibiting the same on the public notice boards of the Estate and the following shall apply :-

- (a) Owners holding Ten per cent (10%) or more of the Undivided Shares vested in the relevant Owners may within one (1) month of such determination give written notice to the Owners' Committee and the Manager that they dispute such decision and thereupon the same shall be submitted to the Owners' Committee for review;
- (b) If no or insufficient relevant Owners shall give any such notice of dispute within one (1) month then the same shall be deemed to be accepted by the relevant Owners and the item of expenditure shall be paid by the relevant Owners in the manner, shares or proportions so determined by the Manager;
- (c) In the event of Owners holding ten per cent (10%) or more of the Undivided Shares vested in the relevant Owners giving notice of such dispute then the Manager shall within twenty-one (21) days of such notice call a meeting of the Owners' Committee and give notice to the relevant Owners inviting them to attend the meeting of the Owners' Committee to make representations both for and against the determination of the Manager and after considering such representations and any representations which the Manager may wish to make, the Owners' Committee shall make its recommendations to the Manager or such review as aforesaid;
- (d) The Manager shall accept the recommendations made by the Owners' Committee and the accepted recommendations shall thereupon become final and binding on the relevant Owners and the Manager;

AND PROVIDED THAT (1) the provisions in this Clause shall not relate to any claim for death, personal injuries or damages made by any third person arising from any accident in the Common Areas and Facilities or to claim for compensation by any person employed by the Manager and (2) in the case of such single item of expenditure not exceeding \$50,000.00 which is not covered by insurance and which is in the opinion of the Manager attributable to any particular part or parts of the Estate but from which the Owners of the other parts of the Estate do not or would not receive any material benefit the Manager may in its absolute discretion include such expenditure as part of the management expenses of the Estate.

Establishment  
of Capital  
Equipment  
Fund

21. There shall be established and maintained by the Manager at such time as it shall deem appropriate a Capital Equipment Fund towards payment of expenses of a capital nature for the replacement of installation, plant, material and equipment in the Common Areas and Facilities. Each Owner of a part or parts of the Estate shall before he is given possession of his part(s) of the Estate deposit with the Manager a sum equivalent to one (1) month of his monthly management contribution as an initial contribution. Each Owner of a part or parts of the Estate shall also on demand pay to the Manager such further annual sum in each calendar year as the Owners in their annual general meeting shall determine upon recommendation of the Manager in order to maintain the said Capital Equipment Fund at such level as the Manager and the Owners' Committee shall deem appropriate.

Owner to  
pay  
management  
charge  
deposit

22. Each Owner of a part or parts of the Estate (except the First Owner and the Vendor) shall before he is given possession of his part(s) of the Estate 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) times the monthly management contribution payable in respect of each Management Unit allocated to the Commercial Unit, Residential Unit or Parking Space of which he is the Owner PROVIDED THAT such initial deposit so paid shall

not exceed twenty-five per cent (25%) of his management contribution for the first year of the first annual budget prepared in accordance with Clause 14 above. An Owner of a part or parts of the Estate shall have no right in any circumstances whatsoever to require that the aforesaid deposit be set off against sums payable by such Owner under this Deed. Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner of a part or parts of the Estate in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause 22, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to three (3) times the then current monthly management contribution payable in respect of each Management Unit allocated to the relevant Commercial Unit, Residential Unit or Parking Space (as the case may be).

Due date  
for payment

23. The Manager shall have the absolute discretion to determine the day or days on which contributions and payments to be made by each Owner of a part or parts of the Estate under this Deed shall fall due for payment.

Manager to  
have right  
to levy  
additional  
charge or  
give refund

24. Notwithstanding anything contained in these presents the Manager shall be entitled in its discretion :-

- (i) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in these presents including but not limited to the power to levy additional charges upon any Owner of a Commercial Unit

within the Air-Conditioned Accommodation for the supply of air-conditioning outside normal operating hours to reflect the cost of such supply;

- (ii) To give to any Owner a refund of part of the charges payable by such Owner under this Deed in the event of the Owner doing or performing any of the function or duties of the Manager hereunder.

Manager to have right to collect management charges from licensees

25. The Manager may collect from licensees, tenants and other occupiers of land and buildings within the Lot not otherwise required to pay management contribution under this Deed such sum or sums as the Manager shall in his absolute discretion determine and such sum or sums collected shall form part of the management funds.

Failure to pay management charges

26. If any Owner of the Estate shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date on which the same fall due, he shall further pay to the Manager :-

- (a) Interest calculated at the rate of \$1.50 for each \$100.00 or part thereof remaining unpaid for each period of thirty (30) days or part thereof for which it remains unpaid; and
- (b) A collection charge of not more than \$300.00 to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default which charges shall be credited to the management fund.

Recovery by distraint or civil action

27. All amounts which become payable by any Owner of the Estate in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damage claimed for breach of any of the provisions of this Deed and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by

Interest  
1.50 per cent

civil action at the suit of the Manager (and the claim in any such action may include a claim for the costs of the Manager in such action on a full indemnity 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 (other than the defaulting Owner) as a whole and no Owner of the Estate sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

Registration  
of charge  
against  
Undivided  
Shares of  
defaulting  
Owner

28. In the event of any Owner of the Estate 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 26 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 27 hereof 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 relevant District Land Office 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.

Order for  
Sale

29. 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 Estate held therewith and the provisions of Clause 27 of this Deed shall apply equally to any such action.

Commencement of proceedings to enforce this Deed 30. 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 27 of this Deed shall apply to all such proceedings.

Application of insurance money etc. recovered by Manager 31. Subject to Clause 54 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Estate.

Application of insurance money etc. where claim made against Owner for default 32. 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 26-30 of this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.

Interest and collection charges and other fees to be applied towards management expenses 33. All money paid to the Manager by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to these presents or in the form of fee or other consideration which the Manager is entitled to charge an Owner (save and except the Owner of the Government Accommodation) for granting of any consent where the same is required shall be applied towards the management expenses of the Estate in such manner as the

Manager may from time to time determine.

Deposits and management charges and Capital Equipment Fund paid not refundable but transferable

34. Any person ceasing to be the Owner of any Undivided Share or Shares in the Estate shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 22 and his contribution(s) towards the Capital Equipment Fund paid under Clause 21 of this Deed to the intent that all such funds shall be held and applied for the management of the Estate irrespective of changes in ownership of the Undivided Shares in the Estate PROVIDED THAT any such deposit and contribution(s) towards the Capital Equipment Fund which are unutilised shall be transferred into the name of the new Owner of such Undivided Share or Shares AND PROVIDED FURTHER THAT upon the Lot reverting to the Crown and no further Crown Lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 64 hereof, 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 (save and except the Owner of the Government Accommodation) whose rights and obligations are extinguished.

Financial year

35. The financial year for the purpose of management of the Estate or any part or parts thereof shall commence on the day on which the first Occupation Permit of a particular part of the Estate is issued and shall terminate on the 31st day of December of the same year but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of that year PROVIDED THAT the Manager shall have the right to change the financial year at any time but only once in every five years except with the prior approval of the Owners' Committee upon giving notice published in the public notice boards of the Estate.

Manager to be trustee of management funds for Owners 36. All monies collected by the Manager in the exercise of its powers hereunder (save and except sufficient petty cash for day to day requirements in such amount as approved by the Owners' Committee from time to time) shall form part of the management funds and be paid into a separate interest bearing account or accounts maintained with a licensed bank in the name of the Manager and whilst unexpended shall be held in trust by him for the Owners. The Manager shall keep accounts of all payments made to and all expenditure incurred by the Manager in the exercise of its powers hereunder. In addition, the Manager shall also prepare a summary of income and expenditure on a quarterly basis and such summary shall be posted on the public notice boards of the Estate.

Annual accounts to be audited 37. Within six (6) months after the close of each financial year the Manager shall prepare annual accounts in respect of the preceding financial year which accounts shall be certified by a firm of certified public accountants appointed by the Manager as providing an accurate summary of all items of income and expenditure during that preceding financial year.

Inspection of accounts 38. The Manager shall upon reasonable notice being given by any Owner (save and except the Owner of the Government Accommodation) permit such Owner to inspect any of the accounts prepared pursuant to this Deed after the same shall have been certified as herein provided. The Manager shall upon request of any Owner (except the Owner of the Government Accommodation) and upon payment of a reasonable charge for copying the same send to such Owner a copy of such of the annual accounts at any time after the same shall have been prepared and certified as herein provided with specific reference to the Capital Equipment Fund established under Clause 21 of this Deed and with an explanatory note as to the time when drawings are likely to be made out of such fund. The Manager shall upon request of the Owners in their annual general meeting appoint an independent firm of certified public accountants nominated by the Owners at the said annual general meeting to audit accounts prepared by the Manager



as aforesaid.

Authority of Manager in connection with management

39. The management of the Estate shall subject to Clause 10 of this Deed be undertaken by the Manager from the date of issue of the first Occupation Permit for any of the Buildings or any part or parts thereof for an initial period of two (2) years and thereafter until terminated as provided in the said Clause 10 and each Owner hereby irrevocably APPOINTS the Manager as attorney to enforce the provisions of this Deed against the other Owner or Owners. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority to do all such acts and things as may be necessary or expedient for or in connection with the Estate and the management thereof including in particular but without in any way limiting the generality of the forgoing :-

Demand payments

(a) To demand, collect and receive all amounts payable by Owners of the Estate under the provisions of this Deed;

Manage Parking Spaces

(b) To manage, maintain and control the car parks and all Parking Spaces in the Estate and to remove any cars parked in any area not reserved for parking or any car parked in any Parking Space without the consent of the Owner or lawful occupier of such Parking Space and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Parking Spaces PROVIDED ALWAYS THAT the Manager may from time to time delegate to the Owner or Owners entitled to the exclusive use and occupation of the car parks and/or the Parking Spaces the management, maintenance and control of the car parks and the Parking Spaces in the Estate;

Insurance

(c) To insure and keep insured such parts of the Estate as the Manager shall (in its sole and absolute discretion) determine it prudent to

insure, as comprehensively as reasonably possible and in particular against loss or damage by fire or such other perils as the Manager shall deem fit, and to insure and keep insured the Manager as comprehensively as reasonably possible and in particular against public liability and liability as employer of the employees of the Manager, with some reputable insurance company or companies in the name of the Manager in its own right or (as the case may be) for and on behalf of the Owners for the time being of the Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;

Refuse  
collection

- (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;

Repair  
lighting

- (e) To keep in good order and repair the lighting of the Common Areas and Facilities;

Cleaning

- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;

Repair,  
maintenance  
etc. of  
structure and  
fabric

- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Buildings in the Estate and the external walls elevations and facade thereof but excluding windows and window frames except those situate in the Common Areas and Facilities PROVIDED HOWEVER THAT the Manager shall have the power at the expense of the Owner concerned (save and except the Owner of the Government Accommodation) to replace broken window glass if any such shall be broken and remain unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the part of the Buildings

concerned (save and except the Government Accommodation) requiring him to replace the same;

Cleansing of  
sewage and  
drains

(h) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;

Maintaining  
Common Areas  
and  
Facilities etc.

(i) To maintain and keep all the Common Areas and Facilities in good condition and working order (including for the avoidance of doubt the power and duty to maintain, repair and renew the roof slab, roof finishes and roof weather proofing membrane of that part of the landscaped areas above the Government Accommodation and the recreational and any other facilities thereon) and to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable and to keep the lifts, escalators and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

Prevention of  
dumping of  
refuse on  
Government  
property

(j) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or 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;

- Painting of exterior and Common Areas and Facilities (k) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Estate and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- Replacement of broken glass (l) To replace any glass in the Common Areas and Facilities that may be broken;
- Lighting (m) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- Ventilation of enclosed parts (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- Prevention of refuse deposit on part of Estate not designated for such use (o) To prevent refuse from being deposited on the Estate or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Estate and arrange for its disposal at such regular intervals and to maintain either on or off the Estate refuse collection facilities to the satisfaction of the Regional Services Department;
- Prevention of unauthorised obstruction (p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- Facade (q) To choose from time to time the colour and type of facade of the Buildings;
- Arrangements for supply of water etc. (r) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof;
- Provision of security system (s) To provide and maintain as the Manager deems necessary a security force, watchmen, porters,

caretakers, closed circuit T.V. systems and burglar alarms and other security measures in the Estate at all times;

Maintenance  
of serials

- (t) To install, maintain and operate or contract for the installation, maintenance and operation of the communal radio and/or television serials and/or satellite television broadcasts and/or cable television broadcasts which serve the Estate;

Removal of  
illegal  
structure

- (u) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, serial or any thing in or on the Estate or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Conditions 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;

Appointment  
of solicitors

- (v) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Estate of all legal proceedings relating to the Estate (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Crown or the Government of Hong Kong shall be a party and at all times within seven (7) days of being requested so to do by the Director of Buildings and Lands or other competent Authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all

such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the Supreme Court (or any provision amending or in substitution for the same) or otherwise;

Prevention  
of any  
contravention  
of use

(w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Estate in any manner in contravention of the Conditions or this Deed;

Prevention  
and remedy of  
breaches

(x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person resident in or visiting the Estate of any provisions of the Conditions or this Deed;

Prevention  
of detrimental  
injury to  
Estate

(y) To prevent any person detrimentally altering or injuring any part or parts of the Estate or any of the Common Areas and Facilities thereof;

Prevention  
of overloading  
floors or lifts

(z) To prevent any person from overloading the floors or lifts of the Buildings or any part or parts thereof;

Prevention  
of overloading  
electrical mains

(aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Buildings;

Right to  
represent Owners

(bb) To have the sole right to represent all the Owners (save and except the Owner of the Government Accommodation) in all matters and dealings with Government or any statutory body or any utility or other competent authority or any other person whatsoever in any way touching or concerning the management of the Estate as a whole or the Common Areas and Facilities with power to bind all Owners of the Estate as to any policy adopted or decision reached or action taken in relation to any such dealings;

Right to  
enter

(cc) To enter into contracts and to engage, employ, remunerate and dismiss agents solicitors

contracts etc.

architects, accountants and other professional advisers and consultants, contractors, workmen, servants, watchmen, caretakers and other building staff and attendants in respect of the management of the Estate or any part thereof and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Estate or the management thereof provided that where a proposed contract sum involved exceeds twenty per cent (20%) of the then annual budget and that it is usual practice for a contract of such nature to be awarded by tender, then such contract shall only be awarded by way of tender as opposed to private contract for terms (where practicable) not exceeding three (3) years;

Enforcement of this Deed

(dd) To enforce the due observance and performance by the Owners of the terms and conditions of the Conditions 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;

Ensure maintenance by Owners

(ee) To ensure that all Owners or occupiers of Commercial Units, Residential Units and Parking Spaces maintain the Commercial Units, Residential Units and Parking Spaces owned or occupied by them in a satisfactory manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;

Posting of defaulting Owners' names

(ff) To post the name of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Development;

Grant of easements for management

(gg) To grant such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Estate:

Grant of rights of way

(hh) To grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises 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 PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Conditions and PROVIDED FURTHER THAT such grant of rights of way or access or use shall not materially or adversely affect an Owner's right and interest to hold, use, occupy and enjoy the part of the Development which he owns and an Owner's rights and interests under this Deed;

Grant of easements in relation to drainage system

(ii) To grant easements and rights of any other kind to the owners and occupiers of adjoining properties, and to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Lot which the Manager shall in its absolute discretion deem appropriate 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 PROVIDED THAT in the event of such grant, the grantee shall be required to contribute the due proportion of



the costs of maintenance and PROVIDED FURTHER THAT such grant shall not contravene the terms and conditions contained in the Conditions and shall not materially or adversely affect an Owner's rights and interests under this Deed and an Owner's right and interest to hold, use, occupy and enjoy the part of the Development which he owns;

Recruitment  
of staff

(jj) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall reasonably decide and to provide appropriate accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment therefor;

Enquiries and  
complaints

(kk) To deal with all enquiries, complaints, reports and correspondence relating to the Estate as a whole;

Grant of  
franchises etc.

(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 in its absolute discretion think fit PROVIDED THAT all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed and PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development;

Removal of  
animals

(mm) To remove any dogs, cats or other animals or fowls from the Estate if the same are brought into the Estate without the written consent of the Manager except those brought into and kept

at those Commercial Units or areas held under any assignment, lease, tenancy agreement or licence granted by the First Owner and/or the Vendor or the Manager the use of which as a pet shop is specifically permitted by the terms of such assignment, lease, tenancy agreement or licence;

- Festive decorations (nn) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Estate as the Manager shall in its sole discretion consider desirable;
- House Rules (oo) Subject to the rights of the Owners' Committee as provided in this Deed, from time to time to make, revoke or amend the House Rules as it shall deem appropriate;
- Giving consents (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 and to impose conditions or additional conditions relative thereto;
- Convening of meetings (qq) To convene such meetings of the Owners' Committee or meetings of the Owners as may be necessary or requisite in accordance with the provisions of this Deed and to act upon request by the Owners' Committee as secretary to keep the minutes of such meetings;
- Maintenance and improvement of facilities and services (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 Estate for the better enjoyment or use of the Estate by its Owners occupiers and their licensees;
- Lawful attorney of Owners (ss) In the event that the Government agrees to take over any part or parts of the Common Area 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 in the event of any land being resumed by the Crown, to execute any necessary document in relation to such reversion;

Grant of easements to Government or public or other persons

(tt) To grant such easements, quasi-easements, rights privileges and licences to and to enter into such arrangements and agreements with, the Government of Hong Kong or the general public or to any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its absolute discretion think fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development;

(uu) To keep and make available for inspection by the Owners at its office plans prepared by the Authorized Person showing the Common Areas and Facilities;

Power to do things relating to management

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

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

Ban vehicles

(a) To ban vehicles or any particular category of vehicles from the Lot or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS

that the right of the Owners to the proper use and enjoyment of the Parking Spaces in accordance with the provisions of the Conditions and these presents shall not be affected;

Removal of vehicles parked at unauthorised spaces

- (b) To arrange for the removal of any vehicle which in the opinion of the Manager is causing or may cause an obstruction. The cost of such removal shall be borne by the owner of the vehicle.

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

Charge for temporary user of electricity etc. and removal of debris

- (a) 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;

Charge for consultants' fees etc.

- (b) To charge the relevant 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 Provided that the Owner of the Government Accommodation shall not be required to submit to the Manager for approval fitting out, decoration or construction plans relating to the Government Accommodation;

Charge for water supplies

- (c) To charge the Owners for the use of fresh or sea water supplied at such rates as are from time to time determined by the Manager provided such charges shall form part of the management funds;

Rules and regulations relating to water supplies

- (d) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all Buildings in the Estate, the payment and recovery of charges for

replacing, re-connection, installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government;

- Right of entry to replace mains and pipes
- (e) To enter with or without workmen at all reasonable times on prior reasonable written notice (except in case of emergency) upon all parts of the Development including any Commercial Unit, Residential Unit, Parking Space or the Government Accommodation necessary for the purpose of replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the Lot whether or not the same belong exclusively to any Commercial Unit, Residential Unit, Parking Space or the Government Accommodation PROVIDED that the Manager shall make good any damage caused by such works and any damage caused when exercising such right of entry and shall ensure that the least disturbance is caused;
- Right of entry to inspect toilets
- (f) To enter with or without workmen at all reasonable times on prior reasonable written notice (except in case of emergency) into all parts of the Estate including any Commercial Unit or Residential Unit for the purpose of inspecting toilets and to replace or repair any part or parts of a toilet which shall leak;
- Management of Pedestrian Walkway
- (g) To manage and maintain the Pedestrian Walkway (if any) and such other areas or drains and channels whether within or outside the Lot that are required to be maintained under the Conditions.
- Right of entry to rebuild, repair etc.
42. The Manager shall have power to enter with or without workmen at all reasonable times on prior reasonable written notice (except in case of emergency) into all parts of the Development including any Commercial Unit, Residential Unit, Parking Space or the Government Accommodation for the purposes of rebuilding,

repairing, renewing, maintaining, cleaning, painting or decorating any part or parts of the Estate, the Common Areas and Facilities or for the exercise and carrying out of any of its powers under the provisions of this Deed PROVIDED that the Manager shall make good any damage caused by such works and any damage caused when exercising such right of entry and shall ensure that the least disturbance is caused.

Rules and regulations

43. The Common Areas and Facilities and the Pedestrian Walkway (if any) shall be under the exclusive control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof in consultation with the Owners' Committee.

Acts of Manager binding

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

House Rules

45. (a) The Manager shall have power in consultation with the Owners' Committee from time to time but in the absence of agreement or consensus between the Manager and the Owners' Committee then as the Owners' Committee shall deem appropriate and necessary to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Estate, the Common Areas and Facilities and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.

(b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and shall 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 the latter shall prevail.

(c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such House Rules or non-observance thereof by any third party.

#### SECTION V

#### EXCLUSIONS AND INDEMNITIES

Exclusion of Liabilities of Manager, its servants, agent etc. 46. The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomever 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 or dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its 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 Estate, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Estate, or
- (d) the activity of termites, cockroaches, rats,

nice or other pests or vermin, or

(e) theft, burglary or robbery within the Estate;

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its 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.

Owner's  
indemnity for  
actions,  
proceedings  
etc.

47. 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 Commercial Unit, Residential Unit, Parking Space or Government Accommodation of which he has the exclusive use or any person using such Commercial Unit, Residential Unit, Parking Space or Government Accommodation with his consent express or implied or by, or through, or in any way owing to the overflow of water therefrom.

Owner's  
indemnity  
for acts  
and  
omissions  
etc.

48. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners for the time being against the acts and omissions of all persons occupying any Commercial Unit, Residential Unit, Parking Space or Government Accommodation 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



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 VI  
OWNERS' COMMITTEE

Establishment  
of Owners'  
Committee

49. Within nine (9) months of the execution of this Deed the Manager shall convene a meeting of the Owners to establish an Owners' Committee of the Estate. In the election of the members to the Owners' Committee the Owners shall endeavour to elect by secret ballot such number of representatives from the Owners for the time being of the Buildings in the Estate as the Manager may in its absolute discretion from time to time determine and the number of representative(s) to represent the Owners of Commercial Accommodation shall be two (2), the number of representative(s) to represent the Owners of Residential Accommodation shall be one (1) for each residential block and the number of representative(s) to represent the Owners of Parking Spaces shall be one (1) PROVIDED THAT the total number of representatives shall not exceed fourteen (14).

Functions

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

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) to consult with the Manager on the preparation of the annual budget and revised budget;
- (d) the approving of the House Rules proposed and/or drafted from time to time by the Manager;

- (e) to elect a manager to take the place of the Manager in accordance with the provisions of Clause 10 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

**Eligibility** 51. 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 or any adult member of the family of any Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee PROVIDED THAT such husband, wife or adult member of the family resides in the Estate.

**Retirement** 52. A member of the Owners' Committee shall retire from office at every alternate annual meeting following his appointment but shall be eligible for re-election but subject to this he shall hold office until :-

- (a) He resigns by notice in writing to the Owners' Committee; or
- (b) He ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
- (c) He becomes bankrupt or insolvent or enters into

a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or

(d) He becomes incapacitated by physical or mental illness or death;

(e) He is removed from office by resolution of a duly convened meeting of Owners.

In any of the events provided for in sub-clauses (a), (c) or (d) of this Clause the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

Convening of meetings

53. The Owners' Committee shall meet at the requisition of any member of the Owners' Committee or whenever requested by the Manager 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 the issue of the first Occupation Permit of the Buildings for the purpose of reviewing the Manager's budget and transacting any other business of which due notice is given in the notice convening the meeting.

Attendance by Owner of the Government Accommodation

54. (a) The Owner of the Government Accommodation may attend or send an authorised representative to attend, as a non-voting Owner, meetings of the Owners' Committee which in the opinion of the Owner of the Government Accommodation involve discussion on matters concerning the Government Accommodation.

Notice of meetings

(b) At least seven (7) days' notice of the meeting of the Owners' Committee shall be given in writing by the Manager or the Owners' Committee which shall be posted on the public notice boards of the Development and shall be served on every member of the Owners' Committee and on the Owner of the Government Accommodation, specifying the time and place of the meeting and the subjects to be discussed.

Quorum

55. - (1) No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and not less than one half of the total number of the members of the Owners' Committee shall be a quorum. If within half an hour for 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.

Chairman

56. The members present at the first meeting of the Owners' Committee shall choose one of their members to be the chairman and he shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the members of the Owners' Committee at the first meeting of the Owners' Committee held in any calendar year. In the absence of the chairman, the members present at any meeting duly convened shall choose one of their members to be the chairman of that meeting.

Secretary

57. Upon the request of the Owners' Committee, the Manager may send a secretary to the meeting of the Owners' Committee who shall cause a record of the persons present at the meeting and the proceedings thereof to be kept.

Resolutions  
and voting

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

- (a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed;

- (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
- (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
- (d) In the case of an equality of votes the chairman shall have a second or casting vote.

Exclusion of liability

59. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whatsoever 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 gross 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, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or gross negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.

No remuneration

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

Minutes

61. (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;

(ii) the members present at all meetings.

Inspection  
of Minutes

(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 the reasonable charges therefor.

Sub-committees 62.

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Estate or from co-opting members who are not members of the Owners' Committee to serve on such sub-committees.

SECTION VII  
MEETING OF OWNERS

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

Convening of  
meetings

(a) (i) The first meeting of Owners shall be convened by the Manager within nine (9) months of the execution of this Deed.

(ii) A meeting may be validly convened by the Manager or the Owners' Committee or by those Owners who in the aggregate have vested in them for the time being not less than 1/3th of the number of Undivided Shares in the Lot and the Development.

Notice of  
meetings

(b) Every meeting shall be convened by at least fourteen (14) days' notice in writing posted on the public notice boards of the Development specifying the time and place of the meeting and the subjects to be discussed except that such notice to the Owner of the Government Accommodation shall be served by prepaid post

- (i) To his last known address or registered office.
- Quorum** (c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and the Owners present in person or by proxy who in the aggregate have vested in them not less than 1/10th of the number of the Undivided Shares in the Lot and in the Development shall be a quorum.
- Chairman** (d) The chairman or failing him any other member of the Owners' Committee shall preside at every meeting PROVIDED THAT if none of such persons are present within fifteen (15) minutes of the time fixed for the meeting, the Owners then present shall choose one of their members to be the chairman of the meeting.
- Minutes** (e) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- Number of votes** (f) Every Owner shall have one vote for each Undivided Share vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case of dispute the first named of such Owners shall have the right to vote. In case of any equality of votes, the chairman shall have a second or casting vote.
- Method of voting** (g) Votes may be given either personally or by proxy and in regard to the election, re-election, removal from office of a member of the Owners' Committee, votes shall be cast by means of a secret ballot supervised by the Manager.
- By proxy** (h) The instrument appointing a proxy shall be deposited with the chairman of the meeting at or before the meeting.

Resolutions

(i) 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 unless such resolution is passed by the Owners of not less than sixty-five per cent (65%) of the total number of Undivided Shares.
- (v) A resolution may be passed to dismiss the Manager but no such resolution shall be valid unless such resolution is passed by the Owners of not less than sixty-five per cent (65%) of the total number of Undivided Shares.



Resolutions  
passed by Owners  
of not less  
than 75% of  
Undivided  
Shares

(j) 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 Lot and in the Development namely :-

(i) Upon the expiration of the term of years to which the Owners are entitled under and by virtue of the Conditions and Section 6 of the New Territories Lease (Extension) Ordinance Cap.150 or in the event of the Hong Kong 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 Hong Kong 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 Conditions as aforesaid.

(ii) A resolution to rebuild or redevelop the Development.

(k) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being at least fifty five percent (55%) of the total number of Undivided Shares in the Lot and in the Development shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

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

SECTION VIII  
EXTINGUISHMENT OF RIGHTS

Convening of  
meetings

64. In the event of any part of the Estate being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render a substantial part of the same unfit for habitation or for commercial use, the Manager shall convene a meeting of the Owners of the Commercial Units and/or Residential Units and/or Parking Spaces of such part of the Estate and such meeting may resolve by a seventy-five per cent (75%) majority of the Owners present and voting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Estate then in such event the Undivided Shares in the lot representing the Commercial Units and/or Residential Units and/or Parking Spaces in such part of the Estate 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 Estate 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 Estate. PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Estate the Owners of such part of the Estate shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Estate damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Estate in proportion to the respective number of Undivided Shares held by them and until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant

part of the Estate and be recoverable as a civil debt.

65. The following provisions shall apply to a meeting convened by the Manager as provided in Clause 64 hereof :-

- Notice of meeting (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 and by serving on the relevant Owners by ordinary prepaid post (and receipt of such notice shall be deemed after 48 hours from the time of posting) specifying the time and place of the meeting;
- Quorum (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 fifty per cent (50%) of the total number of Undivided Shares in the part of the Estate in question shall be a quorum;
- Adjournment (c) If within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum;
- Chairman (d) The Manager shall nominate a representative to be the chairman of the meeting;
- Minutes (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereon;
- Number of votes (f) Every Owner shall have one vote for each Undivided Share allocated to the part of the Estate 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 first named of such Owners shall have the right to vote;
- Casting vote** (g) In case of equality of votes the chairman shall have a second or casting vote;
- Method of voting** (h) Votes may be given either personally or by proxy;
- By proxy** (i) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- Resolutions by Owners of 75% of Undivided Shares binding on all Owners** (j) 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 Estate PROVIDED as follows :-
- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- Resolution in writing** (k) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Estate in question shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

Accidental  
omission not  
invalidation

65. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION IX  
MISCELLANEOUS PROVISIONS

Management of  
Government  
Accommodation

66. The Owner of the Government Accommodation shall be wholly responsible for and shall undertake the management, operation, servicing, maintenance, repair, renovation, replacement and security of the Government Accommodation from the date of issue of the first Occupation Permit covering the Government Accommodation to the satisfaction of the Director of Buildings and Lands and to such standards required under the Conditions and other statutory requirements applicable thereto.

Exemption of  
management  
contribution  
by Owner of  
Government  
Accommodation

67. The Owner of the Government Accommodation shall be exempted from paying or contributing any sum towards the management, maintenance and upkeep of the Common Areas and Facilities and any structural parts.

Notification  
upon  
cessation of  
ownership

68. Each Owner shall on ceasing to be the Owner of any Undivided Share and the premises enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which such notice is received by the Manager.

Cessure of  
liability

69. Subject to Clause 68 above no person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the premises held therewith

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.

Public notice  
boards

70. 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 a copy of the House Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for three (3) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

Service of  
notices

71. 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 Commercial Unit or Residential Unit or Parking Space 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 notice to be served to the Owner of the Government Accommodation shall be sent by prepaid post to its last known address or registered office AND PROVIDED FURTHER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a Company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager. All Owners who are not resident in Hong Kong must provide the Manager with an address in Hong Kong for the purpose of

receiving service of notice as aforesaid.

Chinese  
translation  
of this  
Deed

72. The Manager shall arrange for a translation in Chinese of this Deed to be made within two (2) months of the execution of this Deed and to make the same available for inspection by the Owners. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same send to such Owner a copy of such Chinese translation of this Deed. In case of dispute in the interpretation of this Deed with its translation, the English version shall prevail.

Owners  
Incorporation

73. After the formation of and during the existence of an Owners Incorporation under the Multi-Storey Buildings (Owners Incorporation) Ordinance, the rights, duties, powers and obligations for the control, management and the administration of the Estate conferred in this Deed on the Manager shall be vested in the Owners Incorporation, and the general meeting of the Owners Incorporation shall take the place of the meeting of the Owners hereunder, and the management committee of the Owners Incorporation shall take the place of the Owners' Committee formed hereunder.

Successors  
and assigns

74. 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 Commercial Units, Residential Units, Parking Spaces, Government Accommodation and the Common Areas and Facilities and to the Undivided Share or Shares held therewith.

IN WITNESS whereof the First Owner, the Vendor and the Manager have caused their respective Common Seals to be hereunto affixed and the First Assignee has hereunto set his hand and seal the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares and Management Units

<u>Area</u>	<u>Undivided Shares</u>	<u>Management Units</u>
1. Residential Accommodation	147,000	29,123
2. Commercial Accommodation		
a) Shops	9,800	1,960
b) Kindergarten	1,160	73
c) Market	980	196
3. Parking Spaces		
a) residential (336 nos.)	3,360	672
b) commercial (38 nos.)	380	76
4. Government Accommodation	746	Nil
5. Common Areas and Facilities (including 1,580 undivided shares for the Reserved Recreational Areas and Facilities)	4,572	Nil
6. Air-Conditioned Accommodation	<u>Nil</u>	<u>Nil</u>
Total:	<u>168,000</u>	<u>32,100</u>



Residential Accommodation

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>Undivided Shares each Flat</u>	<u>Management Units each Flat</u>	
1, 2, 3, 7, 8, 9	1- 34/F	A, H	47	9	
		B, C, F, G	51	10	
		D, E	66	13	4 3/8
3	G/F	E	70	14	1
		F	55	11	
7, 8, 9	G/F	B, C, F	57	11	
		D, E	72	14	6
4, 5, 6, 10, 11	1 - 34/F	A, F	61	12	3 1/2
		B, E	54	11	
		C, D	53	11	
4	G/F	E	59	12	1
		F	66	13	1
5	G/F	B	58	12	1
		E	59	12	1
		C	57	11	1
		F	67	13	1
6	G/F	B, E	59	12	2
		C	57	11	
		F	67	13	1
10	G/F	B, E	58	12	2
		D	58	12	1
		F	66	13	1
11	G/F	B, E	59	12	2
		D	58	12	1
		F	66	13	1
<b>Sub-Total :</b>			<b>147,000</b>	<b>29,123</b>	
			-----	-----	

THE SECOND SCHEDULE ABOVE REFERRED TO

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

PART A

Owners' benefit of rights and privileges

1. 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 Conditions, this Deed, the House Rules and the rights of the Manager as provided in this Deed and the payment by the Owner (except the Owner of the Government Accommodation) of his due proportion of the management and Capital Equipment Fund contributions and any other payments payable pursuant to this Deed :-

- (a) Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the First Owner and the Vendor 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 and subject to the permitted access of the general public in respect of the Public Common Areas and Facilities) to go pass or repass over and along and to use the Development Common Areas and Facilities, and (as the case may be) such of the Commercial Common Areas and Facilities or Residential Common Areas and Facilities of the Commercial Accommodation or Residential Accommodation of which his premises form part, for all purposes connected with the proper use and enjoyment of his premises;
- (b) The right to adjacent and lateral support and

to shelter and protection from the other parts  
of the Development;

(c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (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; and

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

Owners' right  
to use  
Reserved  
Recreational  
Areas and  
Facilities

2. In addition to the above rights and privileges the Owner of each Undivided Share shall have the full right and liberty subject to payment of the prescribed fees (if any) and subject to membership rules and regulations imposed from time to time by the Manager in respect of the Reserved Recreational Areas and Facilities (and SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the House Rules and the rights of the Manager and the First Owner and the Vendor provided in this Deed) for such Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to enter and use the Reserved Recreational Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights no such Owner

shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules and regulations made by the Manager in respect thereof, the House Rules and other applicable regulations (if any) from time to time in force and/or imposed by the Manager in respect of the same and in particular shall not object to or interfere with the class of persons that may be granted the like right.

Additional  
rights of  
Owner of  
Government  
Accommodation

3. In addition to the above rights and privileges, the Owner of the Government Accommodation shall have the following rights and privileges :-

(a) the right with or without agents, workmen, contractors and others at all reasonable times upon prior notice (except in the case of emergency) to enter upon the Development or any part thereof for the purpose of inspecting any part thereof which affects or may affect the Government Accommodation (including its services and facilities) or its construction or operation;

(b) the right to enter upon the Development or any part thereof with or without agents, workmen, contractors and others and with or without plant, equipment and materials at all reasonable times on prior notice (except in the case of emergency) for the purpose of carrying out works for the maintenance and repair of the Government Accommodation and/or for the purpose of inspecting, installing maintaining or removing any pipes cables machinery equipment services or facilities in or under the Development for the benefit of the Government Accommodation PROVIDED that the Owner of the Government Accommodation shall make good any damage caused by such works; and

(c) the right to alter or vary at his absolute discretion at any time the use of the whole or

any part of the Government Accommodation.

PART B

Owners  
subject to  
rights and  
privileges

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) The full right and privilege of the Manager at all reasonable times upon prior reasonable written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his premises for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Estate or the Buildings or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof PROVIDED that the Manager shall make good any damage caused by such works and any damage caused when exercising such right of entry and shall ensure that the least disturbance is caused.
- (b) 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.
- (c) The rights of the Owner of the Government Accommodation set forth in Clause 3 of Part A of this Second Schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO

- No structural alterations
1. 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 facade of the Buildings 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 or gas) 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 Lot not being equipment or apparatus for the exclusive use and benefit of any such Owner.
- No breach of Conditions, or rendering of insurances voidable or void
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Conditions or whereby any insurance on the Estate 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.
- No right to partition
3. Subject to Special Conditions No. (9)(a)(v) and No. (21) of the Conditions, no Owner (except the First Owner and the Vendor) shall without the prior written consent of the First Owner and the Vendor or the Manager at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Development or any of the Commercial Units, Residential Units or Parking Spaces therein.
- No interference with construction or management
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 and/or the management

and the maintenance of the Estate.

No illegal  
or immoral  
purposes or  
causing  
nuisance

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

No  
unauthorised  
user

6. No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Conditions, this Deed, any Ordinances, Regulations, House Rules or other rules and regulations from time to time applicable thereto.

No  
obstruction

7. No part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of this Deed, the Conditions or any Ordinances of Hong Kong) 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.

No cutting,  
maiming etc.  
of pipes,  
aerials etc.

8. No Owner shall cut, main, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, fixtures or any other installation within any portion of the roofs or flat-roofs provided in the Development as part of the Common Areas and Facilities.

No  
unauthorised  
hanging of  
clothing or  
laundry

9. No clothing or laundry shall be hung outside the Buildings or any part thereof (other than in the external laundry drying areas specifically provided therefor) or in the Common Areas and Facilities.

No clogging  
of flush  
system

10. 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.

No  
unauthorised  
installation  
of air-  
conditioning

11. 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 Buildings 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 Development.

No industrial  
or godown or  
other  
unauthorised  
uses

12. Save as provided in Clause 3(c) of Part A of the Second Schedule hereto, no Owner shall use or cause or permit any Commercial Unit or Residential Unit or any part of the Government Accommodation 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 "Tai Chai ( 拜 祭 )" or any similar ceremony.

No disturbing  
noises

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

No structures  
on roofs

14. No Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on or upon the roofs or flat roofs or balconies of any of the Buildings any structure whatsoever either of a permanent or temporary nature.

No  
authorised  
installation  
of aeriels

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

No external  
signs etc.

16. Save for the Owner of the Government Accommodation who shall have the exclusive and



unrestricted right over the external walls of the Government Accommodation including the right to erect, install, affix or exhibit signs, signboards, notices, advertisements and other objects, no external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever extending outside the exterior of the Buildings or any part of the Development shall be erected, installed or otherwise affixed to or projected from the Buildings or the Development or any part thereof except with the prior written consent of the Manager and subject to Special Condition No.(53) of the Conditions.

- No painting outside Buildings
17. Save for the Owner of the Government Accommodation (who shall have the absolute right over the exterior of the Government Accommodation), no Owner shall paint the outside of the Buildings or any part of the Development or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Buildings or the Development without the prior consent in writing of the Manager.
- No throwing of rubbish etc.
18. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Buildings and/or the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
- No mahjong
19. No Owner shall permit the playing of mahjong in his Commercial Unit or Residential Unit between mid-night and 9 a.m. so as to cause disturbance to the Owners or occupiers of any other part of the Development.
- No animals
20. No dogs, cats or pets or other animals or live poultry shall be kept or harboured in any Commercial Unit, Residential Unit, Parking Space or Government Accommodation or any part thereof save and except with the prior written consent of the Manager except those brought into and kept at those Commercial Units or areas held under any assignment, lease, tenancy agreement or licence granted by the First Owner or the Vendor or the

Manager the use of which as a pet shop is specifically permitted by the terms of such assignment, lease, tenancy agreement or licence.

No children  
to play in  
Common Areas  
and  
Facilities  
unless  
licensed

21. No Owner shall allow children, save with the licence of the Manager, to play in the Common Areas and Facilities particularly lifts and escalators and any damage to or discolouration to decorations in such areas or lifts or escalators by children shall be paid for by the Owner or occupier of the Residential Unit in which the child or children concerned reside.

No  
unauthorized  
use of water  
closets etc.

22. No Owner shall use water closets and other water apparatus in any of the Buildings 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 Commercial Unit or Residential Unit or Government Accommodation it shall have been caused.

No bicycles  
etc. in lifts  
unless great  
care and no  
obstruction

23. No Owner shall allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities.

No  
installation  
of furnace  
etc.

24. 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, noise or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene any Ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong governing the control of any form of pollution including air, noise, water and wastes pollution, and the protection of the environment.

No  
alteration

25. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire

to sprinkler  
system etc.

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 and/or smoke detectors or alteration to the fire fighting equipment (other than those serving solely the Government Accommodation) shall be required by any Owner (save and except the Owner of the Government Accommodation) 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. Notwithstanding any provision herein contained, the Owner of the Government Accommodation shall have the right to make such extension or alteration as it deems fit to the sprinkler heads and/or smoke detectors and fire fighting equipment serving solely the Government Accommodation.

No locking  
of roofs

26. No Owner shall lock the doors or entrances of the roofs of the Buildings unless the prior written consent of the Manager shall first be obtained.

No  
unauthorised  
installation  
or repair of  
electrical  
wiring

27. Save for the Owner of the Government Accommodation in relation to the services and facilities serving solely the Government Accommodation, no Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development except with the written approval of the Manager and such works (other than works relating to the services and facilities serving solely the Government Accommodation) shall be carried out by the Manager or any contractor appointed by the Manager at the expense of the Owner or Owners thereof (save and except the Owner of the Government Accommodation) and in such manner as the Manager shall in its absolute discretion think fit.

No overloading  
of floors

28. No Owner shall place on any part of the floors of any of the Buildings 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 Buildings or any fixtures and fittings therein.

No assignment  
of Parking  
Spaces in  
breach of  
Special  
Condition  
No.(28)

29. No Owner shall (as provided in Special Condition No.(28) of the Conditions) assign, mortgage, charge, underlet or part with the possession of or otherwise dispose of any Parking Space and the Undivided Share or Shares allocated thereto which he owns, or any interest therein or enter into any agreement so to do without also and at the same time assigning, mortgaging, charging, underletting or parting with the possession of therewith such other Undivided Share or Shares of and in the Lot together with the right to the exclusive use and occupation of another part or parts of the Buildings Provided that nothing herein contained shall prevent the assignment, mortgage, charge or underletting of any such Parking Space to any person who is already at the time the Owner of an Undivided Share or Shares of and in the Lot together with the right to the exclusive use and occupation of some other part or parts of the Buildings.

No  
unauthorised  
user in  
Parking  
Spaces

30. No Owner shall use the car parks or Parking Spaces in the Development for any purpose other than for the purpose of parking motor vehicles or bicycles only and no structure or partitioning shall be erected thereon and no articles, goods or other things except motor vehicles or bicycles shall be allowed thereon.

No  
unauthorised  
structure on  
roofs,  
balconies or  
patios

31. No Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on or upon the roof, flat roof, balcony or patio forming part of a Residential Unit, Commercial Unit or Government Accommodation any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter and remove from such roof, flat roof, balcony or patio such structure. The Manager shall also have the right, subject to prior approval being obtained where so required under any relevant Ordinances, by-laws, regulations and rules, to

enter such roof, flat roof, balcony or patio upon giving reasonable prior notice to the relevant Owners, and to erect thereon scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities, the external walls and windows of any of the Buildings.

No erection  
of aerials  
or signs etc.

32. Subject to the rights of the Vendor expressly mentioned in this Deed, no Owner (save and except the Owner of the Government Accommodation) shall erect or permit or suffer to be erected any radio or television aerial or advertising sign or keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, external walls, corridors, lift lobbies, entrance halls of any of the Buildings 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 Buildings and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner (save and except the Owner of the Government Accommodation).

No erection  
on verandahs,  
balconies  
and patios

33. No Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on the verandahs, balconies or patios of the Buildings any walls, windows, gates, doors, curtains, external awnings, canopies, partitions or any other structures whatsoever either of a permanent or temporary nature so that the said verandahs, balconies or patios will be enclosed or partitioned either in whole or in part and no Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on the said verandahs, balconies or patios any security bars, protective grilles or other similar structures and where such installations have been approved in writing by the Manager the same shall be erected in accordance with designs approved by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager and shall thereafter be maintained to such standard as may from time to time be laid down by the Manager.

No commercial user in Residential Units 34. No Residential Unit shall be used for any purpose other than for residential purpose and in particular shall not be used for any commercial purpose whatsoever (and in particular shall not be used for any form of commercial letting in bed spaces or cubicles) SAVE AND EXCEPT that the Vendor may use any such Residential Unit(s) as show flat(s) for such period or periods as it shall in its discretion consider appropriate.

No partitioning in Residential Units 35. No partitioning shall be erected or installed in a Residential Unit 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.

No unauthorised user of roofs 36. Subject to the rights of the Vendor expressly mentioned in this Deed, no Owner except the Owner of the Government Accommodation and the Owner having the exclusive right to occupy the roof or flat roof of a Residential Unit or Commercial Unit shall have the right to use any roof or flat roof of the Development (except that the other Owners may use such roof or flat roof only for escape in the event of fire or emergency). Subject as aforesaid, 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 or flat roof or any part thereof and the Manager shall have the right to enter to remove anything erected or placed on the roof or flat roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

No unauthorised erection of metal grilles etc. 37. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any Commercial Unit or Residential Unit or Government Accommodation any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap. 95) or other competent authority concerned from time to time in force and/or which may in any way impede

the free and uninterrupted passage over, through and along any of the Common Areas and Facilities and the design of any metal grille or shutter or gate shall, prior to the installation thereof, first be submitted to the Manager for his approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

No display  
of signs  
outside  
Residential  
Units

38. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

No storage  
of hazardous  
goods in  
Residential  
Units

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

No storage  
of goods

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

No  
unauthorised  
alteration of  
shop fronts

41. No Owner of a Commercial Unit shall alter the original design of the shop front without the Manager's previous written consent.

No  
unauthorised  
user of  
Commercial  
Units

42. No Commercial Unit shall be used otherwise than as in accordance with the Conditions and no industrial machines shall be installed and no manufacturing process shall be allowed and no person shall be permitted to reside therein.

No advertising

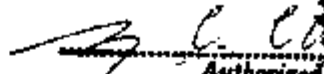
43. No advertising sign may be exhibited outside

- signs outside any Commercial Unit unless the size and design thereof shall have first been approved in writing by the Manager and provided it does not extend beyond the exterior boundary of such Commercial Unit and does not cause nuisance or annoyance to the occupants of any neighbouring premises.
- Commercial Units
- No unauthorised storage of hazardous goods in Commercial Units
44. No Owner shall without the Manager's previous written approval and without having obtained all necessary licences from the appropriate Government authorities store or permit or suffer to be stored in any Commercial Unit any hazardous, dangerous, combustible —) unlawful goods or explosive substance, or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance (Cap. 295).
- No unauthorised business in Commercial Units
45. No Owner shall use any Commercial Unit for carrying on any business or trade in contravention of any of the provisions of the Conditions or in contravention of any restriction or prohibition imposed by any appropriate Government authority.
- No unauthorised alterations, partitioning etc. of Commercial Units
46. No Owner shall carry out or cause to be carried out any alteration (structural or otherwise), partition, interior fitting out or any construction works whatsoever to any Commercial Unit save with the written approval of the Manager and such works shall be carried out in accordance with plans or drawings approved by the Manager and by such contractors approved by the Manager and in such manner and upon such conditions as the Manager shall in its absolute discretion think fit.

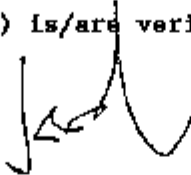


SEALED with the Common Seal of  
the First Owner and SIGNED by  
Chen Yuan Chu, director thereof

For and on behalf of  
TAI HING COTTON

  
Authorized

whose signature(s) is/are verified  
by :-



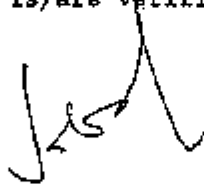
Janet M. Y. Ho  
Solicitor,  
Hong Kong.

SEALED with the Common Seal of  
the Vendor and SIGNED by  
Lo Shu Chiao, director thereof

For and on behalf of  
TAI HING COTTON MILL (DEV)



whose signature(s) is/are verified  
by :-



Janet M. Y. Ho  
Solicitor,  
Hong Kong.

SEALED with the Common Seal of  
the Manager and SIGNED by  
Chen Cheng Jen, Clement and Yuen  
Wai Lung, Nelson, directors thereof  
whose signature(s) is/are verified





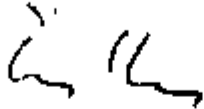
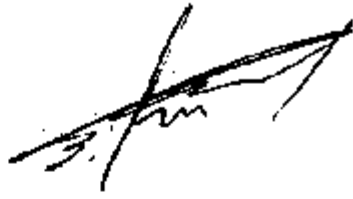
by :-



Janet M. Y. Ho  
Solicitor,  
Hong Kong.

NK  
A

SIGNED SEALED AND DELIVERED by )  
the First Assignee (Holder of Hong )  
Kong Identity Card No. G563319(0))  
in the presence of :- )



Tsang Keung  
Solicitor  
Hong Kong

INTERPRETED to the First Assignee by :-

  
Clerk to Messrs. Johnson Stokes & Master,  
Solicitors &c., Hong Kong.