

THIS DEED OF MUTUAL COVENANT INCORPORATING MANAGEMENT AGREEMENT
made the 3rd day of October 2012

BETWEEN GOODWICK LIMITED whose registered office is situate at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include its successors and assigns) of the first part, [REDACTED]

[REDACTED] (hereinafter called "the First Purchaser" which expression shall where the context so admits include his executors administrators and assigns) of the second part and SUPREME MANAGEMENT SERVICES LIMITED (超卓管理服務有限公司) whose registered office is situate at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong (hereinafter called "the Manager" which expression shall where the context so admits include its successors or assigns) of the third part.

WHEREAS :-

Definitions

- (1) In this Deed the following expressions shall have the following meanings ascribed to them wherever the context so permits :-

"Approved Plans"

The plans for the Development of the Land including the car park layout plan(s) and other plan(s) referred to in the Government Grant and any amendments thereto duly approved by the Building Authority and/or the Lands Department.

"Authorised Person"

Chan Wan Ming, Janette of P & T Architects and Engineers Ltd. and this expression shall include any other authorised person or persons as defined in Section 2(1) of the Buildings Ordinance for the time being appointed by the Registered Owner in her place.

"Club House"

The recreational facilities and facilities ancillary thereto erected constructed and provided by the Registered Owner for the use of the residents of the Houses and their bona fide visitors pursuant to the Government Grant including the gymnasium.

"Common Areas"

Those areas as shown and coloured yellow on the plans certified as to their accuracy by the Authorised Person and annexed hereto which include voids in the mechanical and engineering zone on the Lower Ground Floor (which voids shall be used for service maintenance purposes only), the Club House, the Slopes and Retaining Walls (including such part or parts thereof beneath any of the Houses or beneath the Development but excluding such part or parts thereof forming part of the garden of a House or an Unit), planters, landscape area, F.S. pump room, fresh and flush water booster pump room, main switch room, transformer room, caretaker's quarter, guard house, refuse storage and material recovery chamber, run-in and run-out, ramps, driveways, footpath, stairways, roof (if any) and flat roofs (if any) not forming part of the Houses and have not been assigned to any individual Owner, the communal landscape area (if any), television broadcast equipment room, areas for the



installation or use of aerial broadcast distribution or telecommunication network facilities and any other space or external wall (unless forming part of a House), window walls (unless forming part of a House) intended for the common use and enjoyment of the Owners or residents or occupiers for the time being of the Development and any other area designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V hereof or by the Registered Owner in accordance with Clause (9)(a)(vii) of Section I hereof, but not further or otherwise, to be Common Areas, PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in Section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in Section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Common Areas.

"Common
Facilities"

The facilities and systems for the common use and enjoyment of the Owners or residents or both for the time being of the Development which include (but not limited to) lighting along or in the Common Areas and the lightning pole(s) of the Development.

"the Government
Grant"

Government Lease of Rural Building Lot No.345 as varied or modified by a Deed of Variation registered in the Land Registry by Memorial No.UB403687 and three Modification Letters registered in the Land Registry by Memorial Nos.UB5285030, UB6356260 and 08012902180227 respectively and shall include any subsequent extensions variations or modifications thereto or renewals thereof and the Lease granted or to be granted pursuant thereto.

"this Deed"

This Deed of Mutual Covenant incorporating Management Agreement.

"the Development"

The whole of the development known as SHOUSON PEAK constructed or in the course of construction on the Land including all structures, facilities or services whatsoever installed or provided in, under on or over the Land for the use of the Development or any part or parts thereof including without limiting the generality of the foregoing the Common Areas, the Common Facilities, all machinery and equipment, all roads, footpaths, stairways, cables, pipes, drainage and sewage in or upon the Development.

"Development
Rules"

The rules and regulations governing the Development from time to time in force as provided herein.

"Government"

The Government of The Hong Kong Special Administrative Region.

"Green Hatched Black Area"	The area shown coloured green hatched black on the plan marked "PLAN B" annexed to the Government Grant.
"House"	Each of the 31 houses constructed on the Land for residential purposes in accordance with the Approved Plans and the Government Grant as set out in the First Schedule hereto and in respect of each House shall include, inter alia, the garden(s) with pool (if any) thereof, filtration plant room (if any), air-conditioning plant room, lift(s) (if any), roof, the car port thereof, and also including the entire walls enclosing the house provided that where any of such enclosing walls is a common or dividing wall which separates two adjoining houses then only the part of that wall from the middle thereof to the surface facing the relevant house shall be included and, if applicable, including part of the Slopes and Retaining Walls.
"Land"	All that piece or parcel of land registered in the Land Registry as The Remaining Portion of Rural Building Lot No.345.
"Maintain"	Repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, amend, keep, replace, decorate and paint or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.
"Management"	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
"Management Expenses"	The costs charges and expenses necessarily and reasonably incurred in the management and maintenance of the Development provided in this Deed which, except for the purpose of Clause (1) of Subsection (C) of Section V hereof, shall include the Manager's Remuneration.
"Management Funds"	All monies recovered or held by the Manager pursuant to this Deed except only the Manager's Remuneration.
"Management Share"	Any one of the Management Shares.
"Management Shares"	The shares or units allocated to the Units for the purpose of sharing of and contributing towards the Management Expenses by the Owners as set out in Part II of the First Schedule hereto.
"Manager"	Supreme Management Services Limited or any other manager for the time being appointed as manager of the Development pursuant to the provisions of this Deed.
"Manager's Remuneration"	The remuneration of the Manager as provided herein.
"Occupation"	A temporary or permanent occupation permit issued by the Building

Permit"	Authority in respect of the Development.
"Owner"	A person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share and a registered mortgagee in possession of such Undivided Share.
"Owners' Committee"	A committee of all the Owners of the Development established under the provisions of this Deed.
"Owners' Incorporation"	An Incorporated Owners of the Development registered under Section 8 of the Building Management Ordinance (Cap.344).
"Pink Hatched Black Area"	The area shown coloured pink hatched black on the plan marked "Plan A" annexed to the Government Grant.
"Slopes and Retaining Walls"	The slopes, slope treatment works, retaining walls or other structures within or outside the Land and the Development as shown and coloured brown on the plan certified by the Authorised Person and attached hereto which are required to be maintained and carried out by the Owners under the Government Grant and in accordance with the "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slopes Maintenance Manual.
"Slopes Maintenance Manual(s)"	The maintenance manual(s) for the Slopes and Retaining Walls prepared in accordance with Geoguide 5 – Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time).
"Special Fund"	The special fund established and maintained by the Manager pursuant to Clause (8) in Subsection (D) of Section V of this Deed.
"Sub-Deed"	A Sub-Deed of Mutual Covenant to be entered into between the Registered Owner with other co-owners of the Development after this Deed setting forth the rights and obligations of the Owners of any part or parts of the Development.
"Undivided Share"	Any one of the Undivided Shares.
"Undivided Shares"	All those 205,618 equal undivided parts or shares of and in the Land and the Development as set out in Part I of the First Schedule hereto.
"Unit"	A House and/or any other part of the Development (as the case may be) to which a certain number of the Undivided Shares have been or may be allocated save and except the Common Areas and shall have the same definition as "flat" under the Building Management Ordinance (Cap.344).
"Works and Installations"	The major works and installations in the Development as set out in the Second Schedule hereto, which require regular maintenance on a

recurrent basis.

Singular includes
plural

In this Deed references to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine or neuter gender.

The Land

- (2) Immediately prior to the assignment (hereinafter recited) to the First Purchaser, the Registered Owner was the registered owner of the Land held under the Government Grant Subject to payment of the rent and to the observance and performance of the terms and conditions therein reserved and contained.

The Development

- (3) The Registered Owner has developed or is in the course of developing the Land in accordance with the Approved Plans and has constructed or is in the course of constructing on the Land the Development.

Division of
Undivided Shares in
the Land and the
Development

- (4) For the purposes of sale the Land and the Development have been notionally divided into 205,618 Undivided Shares which have been allocated in manner set out in Part I of the First Schedule hereto.

Assignment to First
Purchaser

- (5) By an Assignment (hereinafter called "the said Assignment") of even date and made between the Registered Owner of the one part and the First Purchaser of the other part the Registered Owner assigned unto the First Purchaser All Those 6,047 equal undivided 205,618th parts or shares of and in the Land and the Development together with the full and exclusive right and privilege to hold use occupy and enjoy All That Unit being [REDACTED] Shouson Hill Road, of the Development.

Purpose of this
Deed

- (6) The parties hereto have agreed to enter into this Deed for the purposes of making provision for the management, maintenance, insuring and servicing of the Land and the Development, and of defining and regulating the rights, interests and obligations of the Owners in respect of the Land and the Development.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

The Registered
Owner to have
exclusive use of the
Development except
only the Unit being
[REDACTED] Shouson
Hill Road and the
Common Areas

- (1) The Registered Owner shall at all times hereafter subject to and with the benefit of the Government Grant insofar as they relate thereto have the full and exclusive right and privilege to hold use occupy and enjoy All the Development save and except only (a) the said Unit being [REDACTED] Shouson Hill Road of the Development assigned to the First Purchaser and (b) the Common Areas and Subject to the easements, rights and privileges granted to the First Purchaser by the said Assignment and this Deed Together with the appurtenances thereto and the entire rents and profits thereof.

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| First Purchaser to have exclusive use of the Unit being [REDACTED] Shouson Hill Road | (2) The First Purchaser shall at all times hereafter subject to and with the benefit of the Government Grant insofar as they relate thereto have the full and exclusive right and privilege to hold use occupy and enjoy All That the said Unit being [REDACTED] Shouson Hill Road of the Development Together with the appurtenances thereto and the entire rents and profits thereof. |
| Use of Common Areas | (3) The Common Areas shall be deemed to be common areas for the benefit of the Owners of the Development which areas may, subject to the provisions hereof, be used by each Owner in common with all the Owners or residents or occupiers for the time being of the Development or any part thereof for all purposes connected with the proper use and enjoyment of their respective parts of the Development. |
| Easements rights and privileges of Owners | (4) Each Undivided Share in the Land and the Development 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 and subject to and with the benefit of the easements, rights, privileges and obligations contained in this Deed. |
| Owners bound by covenants etc. | (5) The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained in this Deed and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the Undivided Share or Undivided Shares held therewith. The Conveyancing and Property Ordinance Chapter 219 of the Laws of Hong Kong and any statutory amendments, modifications or re-enactments thereof for the time being in force shall apply to these presents. |
| Rights of Owners to assign etc. | (6) Subject to the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may have interests in any other Undivided Share or Undivided Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, let, license or otherwise dispose of or deal with his share or interest in the Land and the Development PROVIDED THAT any such transaction shall be expressly subject to the terms of this Deed. |
| No Right to enjoyment of the Land be dealt with separately from Undivided Shares | (7) The right to the exclusive use occupation and enjoyment of any part of the Land or the Development shall not be sold, assigned, mortgaged, charged, leased, let 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 for terms not exceeding seven years. |
| Comply with the | (8) Each and every Owner and the Manager shall comply with the terms |

Government Grant

of the Government Grant so long as they remain as Owner and Manager respectively.

Rights and
Privileges reserved
to the Registered
Owner

- (9) (a) There are reserved unto the Registered Owner for so long as it remains the beneficial owner of any Undivided Share the following rights and privileges:-
- (i) The Registered Owner its contractors servants agents or other persons authorized by it shall have the right at all reasonable times to enter into and upon all parts of the Land and the Development with all necessary equipment plant and materials for the purpose of completing at the cost of the Registered Owner the construction of the Development in accordance with the Approved Plans and may carry out works in under on or over the Land and the Development as it sees fit. The Registered Owner in pursuance of any works shall notify the Owners, their servants, agents or licensees in writing as to the areas or parts of the Land and the Development that the Owners may or may not use while such works are being carried out Provided that :-
- (a) the Registered Owner shall have no right to enter into those parts of the Development already assigned or exclusively owned by other Owners without obtaining those Owners' consent;
- (b) the Registered Owner shall at its own expense make good all damage caused to other Owners as a result of the exercise of the rights under this sub-clause;
- (c) the Registered Owner shall ensure that such works shall be carried out without any delay and negligence and the least disturbance and inconvenience will be caused;
- (d) the Owners' rights to hold, use, occupy and enjoy their Units shall not be adversely affected; and
- (e) access to and from the Units shall not be impeded or restricted.
- (ii) The right to change, amend, vary, add to or alter the Approved Plans existing at the date thereof without the concurrence or approval of any Owner or any of

the parties hereto but nothing herein shall absolve the Registered Owner from the requirements of obtaining the prior written approval of the Director of Lands and all other relevant Government Authorities. Provided that any such addition to, change, amendment, variation or alteration of the Approved Plans aforesaid shall not affect the rights and interest of the Owners in the enjoyment of their Units And Provided that the exercise of the right under this sub-clause shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s) or unreasonably affect an Owner's rights and interest in the Development and Provided that any benefit, concession or compensation whether monetary or otherwise acquired shall be accrued to all Owners or the Owners concerned and Provided Further that the exercise of such right shall not affect any Unit not held by the Registered Owner.

- (iii) Subject to the prior written approval by a resolution of Owners at an Owners' Meeting convened under this Deed to the exercise of the following right, the right to install on or affix to the Common Areas such chimneys, flues, pipes, conduits, aerials, plant, machinery, and other apparatus signs placards posters and other advertising structures whatsoever (illuminated or not) as the Registered Owner think fit together with the right to remove repair maintain service or replace the same, subject to the Government Grant and the approval of other Government Authorities if required by legislation Provided that all income arising from exercising the rights under this clause shall be credited to the Special Fund Provided further that nothing shall be installed or affixed pursuant to this clause except for the common use and enjoyment of all the Owners and any such chimneys, flues, pipes, conduits, aerials, plant, machinery, and any such other apparatus signs placards posters and other advertising structures whatsoever (illuminated or not) as aforesaid or the exercise of the aforesaid right by the Registered Owner under this Clause 9(a)(iii) shall not unreasonably affect the enjoyment of the Development by the other Owners or the occupiers of the Units owned by such Owners and shall not unreasonably interfere with or affect the exclusive use and enjoyment by the other Owners of the Units owned by them or the occupiers of such

Units and that the Registered Owner shall cause the least disturbance and at its own expense make good any damage caused thereby.

- (iv) The right to apply to, negotiate and agree with the Government and/or other persons and to execute licence agreements, wayleave agreements or other necessary documents for the purpose of obtaining or renewing or granting any licences, wayleave, rights of way or other rights or easements over Government land and the Land and other land or either of them as the Registered Owner may consider necessary for the Development without the necessity of making any other Owner a party thereto Provided that the exercise of the right under this sub-clause shall be subject to the prior approval of the Owners' Committee or the Owners' Incorporation and shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s) or adversely affect an Owner's rights and interest in the Development.
- (v) The right to apply to, negotiate and agree with the Government to amend vary or modify the Government Grant or any conditions or provisions thereof in such manner as the Registered Owner may deem fit and to execute modification letters or other necessary documents without the necessity of making any other Owner a party thereto Provided that the exercise of the right under this sub-clause shall not interfere with the Owner's right to hold, use, occupy and enjoy the Unit(s) owned by him or impede or restrict the access to and from the Unit(s) or adversely affect an Owner's rights and interest in the Development and Provided that the Registered Owner shall be fully responsible to the exclusion of other Owners for any relevant premium or premia (if any) payable to the Government including administrative fees unless such amendment, variation or modification of the Government Grant is required by the Government or for the benefit of all the Owners of the Development.
- (vi) Subject to the prior written approval of the Owners' Committee (or the Owners' Incorporation if formed) to the exercise of the following right, the right and full power at all times hereafter to enter into and upon all parts of the Land (including but not limited to the roofs and flat roofs) other than those parts of

which the exclusive rights to use have been assigned to individual Owners with all necessary equipment plant and materials and to construct install erect place complete and maintain thereon or thereupon aerial and/or dish installation apparatus structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or any other telecommunication systems and may for such purpose carry out all such works as it may from time to time see fit. The right of the Registered Owner to enter the Land to carry out such works shall extend equally to all necessary contractors agents workers and other persons authorized by the Registered Owner. The Registered Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land that the Owners their servants or agents or licensees may or may not use or have access to or over while such works are being carried out and that :-

- (a) the Registered Owner shall have no right to enter into those parts of the Development already assigned or exclusively owned by other Owners without obtaining those Owners' consent;
 - (b) the Registered Owner shall at its own expense make good all damage caused to other Owners as a result of the exercise of the rights under this sub-clause;
 - (c) the Registered Owner shall ensure that such works shall be carried out without any delay and negligence and the least disturbance and inconvenience will be caused;
 - (d) the Owners' rights to hold, use, occupy and enjoy their Units shall not be unreasonably affected; and
 - (e) access to and from the Units shall not be impeded or restricted.
- (vii) Subject to the approval of a resolution of Owners at an Owners' meeting convened under this Deed and the relevant Government authorities (if necessary), the right to designate and declare by deed or in writing any area or part or parts of the Land or the Development owned by the Registered Owner to be

additional Common Areas if and only if such area or part or parts shall be for the beneficial use of all Owners whereupon, with effect from such designation or declaration, such area or part or parts shall form part of the Common Areas and the Owners shall contribute to the maintenance and upkeep of such area or part or parts which form part of the Common Areas aforesaid as if they were part of the Common Areas provided always that the aforesaid designation or declaration should not interfere with the Owners' right to hold use occupy and enjoy their Units and provided that any designation made shall be irrevocable and permanent and there shall be no redesignation.

(viii) The right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any Unit a party thereto to enter into a Sub-Deed in respect of any part or parts of the Development held by the Registered Owner Provided That such Sub-Deed shall not conflict with the provisions of this Deed or affect the rights, interests or obligations of the other Owners bound by this Deed and any other previous Sub-Deed and Provided Further That the Sub-Deed shall be drafted in accordance with the Guidelines for Drafting of Deeds of Mutual Covenant from time to time set by the Law Society of Hong Kong.

(ix) The right to assign the Undivided Shares relating to the Common Areas to the Manager, without consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or is removed and another manager appointed in its stead in accordance with the provisions of this Deed, then the liquidator or the outgoing Manager shall assign such undivided shares to the new manager to hold as such trustee as aforesaid Provided Always that nothing herein contained shall in any way fetter or diminish the rights, powers, authorities, entitlements, duties and obligations of the Manager contained in this Deed or any relevant Sub-Deed Provided Further that the Manager shall not be required to pay any contribution to Management Expenses in respect of the undivided shares relating to the Common Areas.

(b) No Owner including the Registered Owner shall have the

right to convert the Common Areas or any part thereof to his own use or for his own benefit unless approved by the Owners' Committee or the Owners' Incorporation, if formed. Any payment received for such approval shall be credited to the Special Fund. No Owner (including the Registered Owner) will have the right to convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the Registered Owner) and no Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

- (c) The Registered Owner shall have the right from time to time to confer grant or assign any of its rights in this Clause (9) of Section I on or to any other person or permit the exercise of any such rights by any other person.
- (d) The Owners hereby jointly and severally and irrevocably APPOINT the Registered Owner as their attorney and grant unto the Registered Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the Registered Owner's rights mentioned in Clause (9)(a) of Section I of this Deed and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant.
- (e) Every assignment of any Unit shall contain a covenant in substantially the following terms : "The Purchaser acknowledges the rights conferred on Goodwick Limited ("Goodwick") under Clause (9)(a) of Section I of a Deed of Mutual Covenant incorporating Management Agreement dated the 3rd day of October 2012. The Purchaser hereby appoints Goodwick to be its attorney and grants unto Goodwick the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on Goodwick as aforesaid."

SECTION II

EASEMENTS AND OTHER RIGHTS ATTACHED TO UNDIVIDED SHARES IN THE LAND AND THE DEVELOPMENT

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| Owner to have benefit of easements | (1) | The Owners of Undivided Shares and Units in the Development shall subject to the Government Grant and this Deed have the following easements rights and privileges :- |
| Right to use Common Areas and Common Facilities | (a) | Full right and liberty for the Owner of a Unit his servants, agents, tenants, lawful occupants and licensees (in common with all persons having the like right) to go, pass and repass over and along the Common Areas for all purposes connected with the proper use and enjoyment of his Unit and to use the Common Areas and the Common Facilities in accordance with the provisions of this Deed. |
| Right to support | (b) | All Owners of Units shall have the right to subjacent and lateral support from all other parts of the Development. |
| Passage of water etc. | (c) | The free and uninterrupted passage and running of water, sewage, gas, electricity and other services from and to the Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Land and the Development for the proper use and enjoyment of the Unit. |
| Right to enjoy recreational facilities | (d) | Full right and liberty for the resident of a House and his bona fide visitors to use the Club House and other sports and recreational facilities, if any, (in common with all other persons having the like right) of the Development subject to the Development Rules provided herein. |
| Right to enter and repair or maintain | (2) | <p>The Owner of Undivided Shares and Units in the Development his servants agents workmen or contractors shall have the right by prior appointment with the Owner or occupier of the Unit adjacent thereto or immediately above or beneath ("the Other Unit") enter upon the Other Unit with or without tools or equipment for the purpose of reasonable repair or maintenance of the part of the drainage serving his Unit exclusively but only accessible from the Other Unit Provided That :-</p> <p>(a) a written request from the Owner exercising the right under this Clause (2) ("the Relevant Owner") setting out the nature of the repair and maintenance to be carried out and the estimated time of such work shall be given to the Owner and the occupier of the Other Unit;</p> <p>(b) the Relevant Owner shall at its own costs and expenses make good all damage caused to the Other Unit, the Owner or occupier thereof or any other person as a result of the exercise of the rights under this Clause (2);</p> |

- (c) the Relevant Owner shall ensure that such works shall be carried out without delay or negligence and the least disturbance and inconvenience will be caused; and
- (d) the Relevant Owner shall indemnify the Owner and occupier of the Other Unit against all actions claims demands and proceedings that may be suffered by the Owner or occupier of the Other Unit by reason of the default or negligence of the Relevant Owner his servants agents workmen or contractors.

SECTION III

EASEMENTS AND OTHER RIGHTS TO WHICH UNDIVIDED SHARES IN THE LAND AND THE DEVELOPMENT ARE SUBJECT

Owner to hold
subject to easement
etc.

Easements rights and privileges subject to which each Undivided Share is held :-

Manager's right to
enter Units to
inspect and maintain

- (1) The Manager shall have full right and privilege on reasonable notice served to the Owner (except in emergency) with or without agents, surveyors, workmen and others to enter into and upon each Unit for the purposes of inspecting, examining and maintaining the Development or any part or parts thereof or the Slopes and Retaining Walls or for the purposes of inspecting, examining, maintaining and replacing any Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part thereof (and in particular the right and privilege to enter into and upon the Houses known as No.11D Shouson Hill Road, Nos.11E Shouson Hill Road, No.17R Shouson Hill Road and No.19A Shouson Hill Road or any other Unit for the purposes of inspecting, examining, maintaining and replacing the lightning pole(s) forming part of the Common Facilities) Provided that the Manager shall ensure that the least disturbance is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or of the Manager's staff, employees, agents, surveyors, workmen or contractors to the relevant Unit and reinstate the same causing the least disturbance.

Reciprocal
easements rights

- (2) Easements rights and privileges over along and through each Unit equivalent to those set forth in paragraphs (a) to (d) inclusive of Clause (1) and Clause (2) of SECTION II. Subject always to the provisions of the Building Management Ordinance (Cap.344), the Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities of the Development in accordance with the provisions of this Deed.

SECTION IV

COVENANTS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED
BY THE OWNERS

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|---|-----|---|
| To Notify Manager
of change of
ownership | (1) | (a) Each Owner shall on ceasing to be the Owner of any Undivided Share and the part of the Development held and enjoyed therewith notify the Manager or (in the event where there is no Manager) the Owners' Committee 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 of such cessation. |
| | | (b) Subject to Sub-Clause (a) 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 part of the Development held and enjoyed therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof. |
| To discharge
taxes etc. | (2) | Each Owner shall promptly pay and discharge all taxes, rates, assessments and outgoings of every kind assessed or payable in respect of that part of the Development owned by him and shall indemnify the other Owners from and against all liability therefor. |
| To pay management
fees and expenses | (3) | Each Owner (except the Owner of the Common Areas) shall pay to the Manager on the due date his due proportion of the Management Expenses attributable to his Unit as herein provided. |
| No structural
alteration which
affects other parts
of Development | (4) | No Owner shall make any structural or other alterations to any part of the Development which may affect damage or interfere with the rights of other Owners and the use and enjoyment of the other Owners of any other part thereof. No provision shall be made preventing an Owner from taking legal action against another Owner in this respect. |
| No contravention
of the Government
Grant or acts
affecting insurance | (5) | No Owner shall do or permit or suffer to be done any act or thing in contravention of the Government Grant or whereby any insurance on the Development may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by any Owner, such Owner shall in addition to any other liability pay the amount of any increase in |

- premium caused by or on account of such breach.
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| To indemnify other Owners | (6) | Each Owner shall indemnify all other Owners and occupiers against any actions, proceedings, claims and demands whatsoever in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Development owned by him or any person using such part of the Development with his consent expressed or implied arising out of or owing to the defective condition thereof or the overflow of water therefrom. |
| To be responsible for acts or omissions of occupants | (7) | Each Owner shall indemnify the other Owners for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Development owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of such person. In the case of loss or damage which the Manager is responsible to make good or repair pursuant to the Manager's duties, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Development for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage. |
| No interference with construction or maintenance of the Development | (8) | Subject to the rights of the Registered Owner under this Deed, no Owner shall do or permit or suffer to be done and each Owner will take all possible steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interfere with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the maintenance of the Development as herein provided. |
| To keep in good repair | (9) | Each Owner shall maintain in good repair and condition to the satisfaction of the Manager that part of the Development in respect of which he is entitled to exclusive possession. |
| Not to use for illegal or immoral purposes or cause nuisance | (10) | 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. |
| Use in accordance with the Government Grant and Buildings Regulations and | (11) | No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the terms and conditions of the Government Grant and any applicable Building or other Regulations or any Government permit, consent or requirement applicable thereto. |

other regulations

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| Not to obstruct
Common Areas | (12) | Subject to the rights of the First Owner under this Deed, no part of the Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon and no part of the Common Areas shall be used for any business or private purpose and no Owner shall do or suffer or permit to be done anything in the Common Areas which may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Development. |
| Address for service
of notices | (13) | All Owners who do not occupy their Unit shall provide the Manager with an address in Hong Kong for service of notices under this Deed. |
| No right to interfere
with Common
Facilities | (14) | No Owner shall have the right to alter, repair, connect to or in any other way interfere with or affect the working of the Common Facilities without the previous written consent of the Manager and any Government authorities (if required). |
| Use of aerials and
television antenna | (15) | No Owner shall erect any private aerial telecommunication transmitter or receiver and/or television antenna or disc or any similar device (whatever for radio or television or telecommunication purpose or otherwise) outside any part of his House [or at the lawn or open space or flat roof or roof or balcony (if any) of his House] but may connect to the communal aerial and/or television antenna installed in the Development with the permission of the Manager and shall use the same in accordance with any Development Rules relating to them. |
| Signs and structures | (16) | Subject to the rights of the Registered Owner under Clauses (9)(a)(iii) and (vi) of Section I above and subject to Clause (2) of Section II above, no signs, signboards, notices, advertisements, flags, banners, poles, cages or other projections, or structures whatsoever extending outside the exterior of the Development or which may be visible from the outside of the Development shall be erected, installed or otherwise without the prior consent in writing of the Manager and any Government authorities if required. |
| Not to alter external
appearance of
Development | (17) | Subject to the rights of the Registered Owner under Clauses (9)(a)(iii) and (vi) of Section I above and subject to Clause (2) of Section II above, no Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Development without the prior consent in writing of the Manager and any Government authorities if required. |
| Not to discard
refuse | (18) | No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the facilities (if any) provided for the disposal thereof. |

To observe
Government Grant,
this Deed and
Development Rules

- (19) All Owners and occupiers shall at all times observe and perform the Government Grant all the covenants, conditions and provisions of this Deed and the Development Rules.

Not to cause damage
by installation and
removal of fixtures

- (20) Each Owner may at his own expense install in the part of the Development owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any other part of the Development and Provided further that all permits or consents from Government authorities as required in respect of such additions, improvements, or other work have been obtained. In the event that any Owner shall install or erect any addition or improvements without having obtained all necessary permits and consents the Manager shall be entitled to remove the same at the costs of such Owner and the Owner shall indemnify the Manager and all other Owners in respect of any costs, damages, claims or expenses arising out of or in connection with such work.

Hanging of Laundry

- (21) No clothing or laundry shall be hung outside any House or at any part of the Development other than in the spaces specifically provided for such purpose.

Not to interfere
with flushing or
drainage systems

- (22) No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of any part of the Development may be clogged or the efficient working thereof may be impaired.

User

- (23) No Owner shall use or permit or suffer his House to be used for any illegal or immoral purpose and no Owner shall use or permit or suffer any part of the Development owned by him to be used for any purpose other than that permitted by the Government Grant and the Building Authority and in accordance with any applicable Building or other Regulations or any Government or other permit consent or requirement from time to time applicable thereto and in particular no Owner shall use or permit or suffer any part of the Development to be used as a mahjong school, funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony or as a boarding house, dance hall, music hall, guest house, hotel apartment, ballroom, pawn shop or for any offensive trade or business and not to do or cause or permit or suffer to be done any act or thing in his House which may be in contravention of the terms and conditions in the Government Grant or become a nuisance or annoyance to or cause damage to the other Owners or occupiers for the time being of the Development. The Houses shall not be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles SAVE AND EXCEPT that subject to the Government Grant, the Registered Owner may use any House and such other part(s) of the Development as show unit(s)

and/or sales office for such period or periods as it shall in its discretion consider appropriate.

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| Recreational Facilities | (24) | The Club House and other sports and recreational facilities, if any, shall only be used for recreational purposes by the residents of the Houses and their bona fide visitors and by no other person or persons whatsoever. |
| No use of Roofs | (25) | No Owner other than the Owner of the roof (including flat roof) or part thereof shall have the right to use the roof (including flat roof) or part thereof. No Owner (unless such right has been reserved by such Owner under this Deed) shall erect or place or cause or permit to be erected or placed any advertising sign flags or banners on any of the roofs (including flat roofs) or any part thereof. No Owner shall erect any illegal structure on the roofs (including flat roofs) or any part thereof. |
| No grilles or shutters | (26) | No Owner shall permit or suffer to be erected affixed installed or attached in or on at the entrance or entrances of any House any metal grille or shutter or gate without the prior written approval of the Manager. |
| No advertising or signs | (27) | Subject to the right of the Registered Owner under Clause (9)(a)(iii) of Section I above and subject to Clause (2) of Section II above, no Owner shall erect, affix, install, attach or display or permit or suffer the same from any House any advertising or other sign without the previous written approval of the Manager. |
| Not to store dangerous goods | (28) | No Owner shall store or permit to be stored in any House, any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating. |
| Repair of services and facilities | (29) | Each Owner shall in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other Units at his sole expense repair maintain and keep in good repair and condition the Unit of which he is the owner its equipment apparatus services and facilities and shall when necessary replace any part or parts thereof which require replacement. |
| To remove dogs and animals | (30) | No Owner shall bring on to or keep any livestock, birds, poultry, or animals on any part of the Development PROVIDED THAT (i) dogs, cats, pets, live poultry, birds or animals may be kept in a House unless the same has been the cause of reasonable complaint (in the sole discretion of the Manager) by Owners or occupiers of at least two Units, and (ii) dogs may be kept by the Manager at the Development for the management and security of the Development. |
| Fitting Out Deposit | (31) | Each Owner shall at his own costs and expense remove all the debris or rubbish which may accumulate as a result of the fitting-out of his |

House to the satisfaction of the Manager. Save and except the Registered Owner, the first person who becomes the owner of each House shall on completion of the purchase of his House in addition to any other sums payable by him under this Deed deposit with the Manager a sum of HK\$10,000.00 or any reasonable sum to be determined by the Manager from time to time which shall be held by the Manager until such debris or rubbish has been removed to his satisfaction and the Manager shall have the right to deduct therefrom any charges and expenses of removing such debris or rubbish Provided that any deficit which may arise shall be paid by such Owner or be made up from the Management Funds in such manner as the Manager may from time to time decide.

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| No unlawful parking | (32) | No Owner shall park any motor vehicle in any part of the Development other than in his own car port or such part of the Development (if any) designated by the Manager for such purpose. |
| Roof not to be disposed separately from House | (33) | No Owner of any roof (including flat roof) or any portion thereof shall assign, mortgage, charge, underlet or part with possession of or otherwise dispose of any Undivided Share allocated to such roof (including such flat roof) or any portion thereof or any interest therein or enter into any agreement so to do without also at the same time assigning, mortgaging, charging, underletting or parting with the possession therewith the right to the exclusive use and occupation of the House immediately therebelow and the Undivided Shares allocated thereto. |
| Works and Installations | (34) | The Owners shall, subject to the provisions of this Deed, inspect, maintain and carry out at their own expense all necessary works for the maintenance of the Development and including the Works and Installations. |
| Maintenance of Slopes and Retaining Walls | (35) | The Owners shall at their own expenses maintain and carry out all works in respect of any and all of the Slopes and Retaining Walls as required by the Government Grant and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slopes Maintenance Manual for the Slopes and Retaining Walls prepared in accordance with Geoguide 5. |
| Not to partition | (36) | No Owner shall partition or make any application for the partitioning of the Land or for the subdivision thereof into two or more sections or subsections. |
| Air-conditioning units | (37) | 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 Development other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and the Development. |

No alteration of
sprinkler system etc.
without approval

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

Not to install or
repair electrical
wiring without
consent

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

Not to exceed floor
loading

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

Not to erect on
enclose or partition
flat roofs, roofs or
upper roofs

- (41) No Owner shall without the prior written consent of the Manager and the approval of the Building Authority (if such approval is required) erect or build or suffer to be erected or built on or upon the flat roofs (if any) or roofs forming part of a House any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs (if any) or roofs will be enclosed or partitioned either in whole or in part 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 in compliance with the Government Grant and shall be installed in accordance with the fixing instructions specified by the Manager and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed and shall thereafter be maintained to such standard as may from time to time be laid down by the Manager. The Manager shall have the right to require the relevant Owner to remove from such flat roofs (if any) or roofs such unauthorised structure or structures at the cost and expense of the defaulting Owner.

Maintenance of lift
forming part of a

- (42) Each Owner shall at his own costs and expenses carry out such regular inspection in respect of and maintain and repair any lift

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| House | | forming part of his House in compliance with the requirements of all Government and other competent authorities and the Manager. |
| Uniform Appearance | (43) | Each Owner shall maintain the exterior parts of his House in uniform appearance with other Houses and good repair and condition. |
| Single Residence | (44) | No Owner shall subdivide or partition any House or sell, assign, mortgage, charge, lease or otherwise dispose of any part or portion of any House separately from the whole to the intent that each House shall be owned and occupied as a single residence. |
| Residential House not to be designed or occupied as flats | (45) | No House shall be designed or occupied as flats. |
| Common Wall | (46) | The Owners of the Houses which have a common wall adjoining their respective Houses or a common wall separating their Houses or a wall dividing the land upon which the Houses are constructed shall each have the right to the use of the interior surface of the wall on his side. Neither Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner. Neither Owner shall erect any fence or any structure (including but not limited to spikes or wires) on top of the wall without the written consent of the other Owner. Neither Owner shall put structures of any kind (including but not limited to fish ponds) so near to the wall as to cause leakage of water to the other side of the wall or likely to cause the wall to collapse. If the wall or any portion thereof, except the interior surface of the one side, is damaged or injured from any cause, other than the act of negligence of either party, it shall be repaired or rebuilt at their joint cost and expense. |
| Pink hatched Black Area | (47) | No structure or structures other than boundary walls and fences shall be erected or constructed within the Pink Hatched Black Area except with the written approval of the Director of Lands |
| Not to interfere with trees | (48) | No Owner shall interfere with or remove any tree growing on the Land or adjacent thereto without the prior written consent of the Director of Lands and the Manager. |
| Not to interfere with drains and nullahs | (49) | No Owner shall interfere with or remove any existing drains and nullahs on the Land serving any adjacent or neighbouring land without the prior written consent of the Manager. |
| Not to make any alteration to the Slopes and Retaining Walls | (50) | No Owner shall make any alteration to the Slope and Retaining Walls or any part or parts thereof no matter whether the same forms part of his House or Unit without the prior written consent of the Manager. |
| Not to erect structure on roof, | (51) | No Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at |

garden or external

its discretion) erect or build or suffer to be erected or built on or upon the roof, garden or external walls forming part of his Unit any structure whatsoever whether of a permanent or temporary nature. The Manager shall have the right to enter the offending Owner's Unit and remove from such roof, garden or external walls of the Unit such structure at the cost of the offending Owner and to erect thereon scaffolding and other equipment necessary for reinstating, repairing and maintaining any part or facilities of the Development.

SECTION V

MANAGEMENT OF THE DEVELOPMENT

(A) General

Term of
Management

- (1) (a) The management of the Development, the Green Hatched Black Area or any part thereof (until the obligations and rights of the Owners in respect of the Green Hatched Black Area or such part thereof under the Government Grant shall have been determined by the Government) and the Slopes and Retaining Walls (if any) shall be undertaken by the Manager initially for the term of two years from the date hereof and thereafter the Manager shall continue to manage the Development until its appointment is terminated either by the Owners' Committee prior to the Owners' Incorporation being formed, upon a resolution passed by the Owners who in the aggregate have vested in them not less than 50% of the total number of Undivided Shares of and in the Land and the Development (excluding those allocated to the Common Areas), giving three months prior written notice of termination to the Manager or by the Manager giving three months prior written notice of resignation to the Owners' Committee (or where there is no Owners' Committee, by serving such notice on each of the Owners (by delivering it personally to the Owner, by sending it by post to the Owner at his last known address or by leaving it at the Owner's House or depositing it in the letter box for that House) and by displaying such a notice in a prominent place in the Development). Without limiting the generality of Clause (4) of Section IX hereof, but for the avoidance of doubt, no provision of this Deed shall limit the application of the Schedule 7 to the Building Management Ordinance (Cap.344) by restricting or prohibiting the termination of the Manager's appointment during the initial period of two years of his appointment.
- (b) (i) Subject to Sub-Clauses (b)(viii), at a general meeting convened for the purpose, the Owners' Incorporation may, by a resolution passed by a

majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding those allocated to the Common Areas), terminate by notice the Manager's appointment without compensation.

- (ii) A resolution under Sub-Clause (b)(i) shall have effect only if :-
 - (A) the notice of termination of appointment is in writing;
 - (B) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period;
 - (C) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
 - (D) the notice and the copy of the resolution is served upon the Manager not more than 14 days after the date of the meeting.
- (iii) Service of the notice and the copy of the resolution required to be served under Sub-Clause (b)(ii)(D) may be effected :-
 - (A) by delivering them personally to the Manager; or
 - (B) by sending them by post to the Manager at his last known address.
- (iv) If a contract for the appointment of a manager other than the Manager named in this Deed contains no provision for the termination of the manager's appointment, Sub-Clauses (b)(i), (ii), (iii) and (viii) of this Clause shall apply to the termination of the manager's appointment as they apply to the termination of the appointment of the Manager named in this Deed. This Sub-Clause shall operate without prejudice to any other power there may be in a contract for the appointment of a manager other than the Manager named herein to terminate the

appointment of the manager.

- (v) If a notice to terminate a manager's appointment is given under this Sub-Clause (b) :-
 - (A) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (B) if no such appointment is approved under Sub-Clause (b)(v)(A) by the time the notice expires, the Owners' Incorporation may appoint another manager and, if it does so, the Owners' Incorporation shall have exclusive power to appoint any subsequent manager.
- (vi) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Incorporation has appointed a manager under Sub-Clause (b)(v)(B), the Owners' Incorporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Incorporation shall be liable to indemnify that person in respect of any act or omission by the manager appointed under that Sub-Clause that may otherwise render that person liable for a breach of that undertaking or agreement.
- (vii) this Sub-Clause (b) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that Section.
- (viii) For the purposes of Sub-Clause (b)(i) :-
 - (A) only the Owners of Undivided Shares who pay or who are liable to pay the Management Expenses relating to those Undivided Shares shall be entitled to vote;
 - (B) the reference in Sub-Clause (b)(i) to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of

not less than 50% of the Undivided Shares
in aggregate who are entitled to vote.

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| Appointment
of Manager by
Owners | (2) | Subject to the Building Management Ordinance, each Owner hereby appoints the Manager as his agent to enforce the provisions of this Deed in respect of any matters concerning the Common Areas, the Common Facilities, the Green Hatched Black Area or any part thereof (until the obligations and rights in respect of the Green Hatched Black Area or such part thereof under the Government Grant shall have been determined by the Government) and the Slopes and Retaining Walls and to execute and sign all deeds and documents for and on behalf of all the Owners as shall be required or may be deemed proper for or in relation to all or any of the purposes of this Deed. |
| Manager to
observe conditions | (3) | The Manager shall be bound by and shall observe and perform all of the conditions, duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager. |

(B) Powers and Duties of Manager

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| General duties | (1) | Subject as provided in this Deed the Manager shall be responsible for and shall have full power and authority to do all such acts and things as may be necessary or requisite for the proper management of the Development, the Green Hatched Black Area or any part thereof (until the obligations and rights in respect of the Green Hatched Black Area or such part thereof under the Government Grant shall have been determined by the Government) and the Slopes and Retaining Walls (if any) and in particular the following :- |
| Inspection | (a) | to inspect at reasonable intervals the Common Areas and the Common Facilities and, if the Manager shall think fit, at reasonable times with reasonable prior notices given the interior of the Units. |
| Maintenance | (b) | to put in hand all works necessary to maintain the Development including the Common Areas and the Common Facilities and the foundation to ensure that the Development is maintained in a good, clean and safe condition. |
| Owners' and
Occupiers'
obligations to repair | (c) | to request all Owners or occupiers of the Units to maintain their respective Units in a satisfactory manner and in the event of default by any such Owners or occupiers, the Manager may (but without being obliged to) put in hand any necessary maintenance in cases of emergency and to recover the cost therefor from the defaulting Owner or occupier. |
| To maintain exterior | (d) | to maintain as appropriate the exterior and the landscaping of the Development and the Common Areas at reasonable intervals. |

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| To replace glass,
metal grille or
shutter or gate | (e) | (i) to replace any broken glass in the Common Areas.

(ii) to remove metal grille or shutter or gate erected affixed installed or attached in or on or at the entrance or entrances of any House which shall in any way contravene the regulations of the Fire Services Department or other authorities and/or which may in any way impede the free and uninterrupted passage over through and along any of the Common Areas and/or which may be in breach of this Deed and to recover the costs and expenses of such removal from the Owner of such grille or shutter or gate. |
| To provide lighting | (f) | to keep all the Common Areas well lighted. |
| To keep good
ventilation | (g) | to keep in good repair the ventilation of all enclosed Common Areas. |
| To clean | (h) | to keep the Development and all parts thereof in a clean sanitary and tidy condition. |
| To remove refuse | (i) | to remove all refuse from the Development and arrange for its disposal at regular intervals and to maintain refuse collection facilities to the satisfaction of the Director of Food And Environmental Hygiene. |
| To prevent
obstruction | (j) | to prevent the obstruction of the Common Areas and to remove any obstruction. |
| To clear sewers | (k) | to keep all the common sewers, drains, watercourses, pipes channels and drainage system whether within or outside the Land serving the Development which are required to be maintained pursuant to the Government Grant and to connect any drains and sewers from the Land and the Development to such Government storm water drains and sewers as the Manager shall see fit. |
| To keep Common
Facilities in good
condition | (l) | to keep all Common Facilities in good condition and working order. |
| To keep plant and
machinery and
effluent discharge
system in working
order | (m) | to keep all plant, machinery and equipment on or serving the Development including the effluent discharge system in good condition and working order and in accordance with any relevant laws and regulations. |
| To carry out | (n) | If and for so long as may be required by the Government |

maintenance or
other works required
by the Government
Grant

Grant, to upkeep and carry out such maintenance and/or repairing reinstatement works for such period and in such manner as required under the provisions of the Government Grant, the Green Hatched Black Area or any part thereof (until the obligations and rights in respect of the Green Hatched Black Area or such part thereof under the Government Grant shall have been determined by the Government), the sewage treatment plants, the drains and channels, prestressed ground anchors (if any) and fire services installations and equipment PROVIDED THAT the Manager shall not be made personally liable for carrying out any such requirements under the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the Owners pursuant to the terms of this Deed.

To maintain the
Slopes and
Retaining Walls

- (o) to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of any of the Slopes and Retaining Walls in compliance with the Government Grant and in particular in accordance with the Slopes Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of Slopes and Retaining Walls (for the purpose of this sub-clause, the reference to "the Manager" shall include the Owners' Incorporation, if formed).

To prevent
obstruction or
damage to
Government
property

- (p) to prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any public roads or Government property and to remove any such matter therefrom.

To remove
unauthorized
structure

- (q) to require the relevant Owner to remove anything erected or installed in contravention of the terms of the Government Grant, this Deed or the Approved Plans at the costs of such Owner and demand such Owner to make good any damage resulting therefrom.

To provide fire
fighting facilities

- (r) to provide and maintain any fire and safety installations as the Manager may deem necessary.

To provide security
measures

- (s) to provide a security force, watchmen and caretakers and to provide and maintain security installations on and within the Development including administration and other staff to provide efficient management to the Development.

To manage maintain
and control traffic

- (t) to manage, control and maintain within the Development parking and all forms of traffic management and provide all

parking spaces as required by the Government Grant.

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| To install aerials | (u) | to install, maintain and operate wireless or television aerials to serve the Development and subject to the provisions of the Building Management Ordinance (Cap.344) to enter into contracts with third parties for the supply, installation, maintenance or operation of any system of communal aerial broadcast distribution or satellite master antenna television or telecommunication service for the Development. |
| To maintain and improve services | (v) | Subject to Clause (9) of Subsection (B) of Section V hereof and subject to the approval of the Owners' Committee or the Owners' Incorporation (if any), to do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving the Common Facilities and services in or on the Development or for the better enjoyment or use of the Development by its Owners occupiers and their licensees. |
| To appoint Solicitor | (w) | to appoint solicitors with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Development or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Government or other authorized officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same). |
| To prevent unauthorized use of the Common Areas | (x) | to prevent so far as it is practicable any person from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed any of the Common Areas. |
| To comply with statutory requirements | (y) | to take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development. |
| To prevent breach of Government Grant | (z) | to prevent so far as it is practicable any breach by the Owners or other person of any provisions of the Government Grant. |
| To prevent alteration of the Development etc. | (aa) | to prevent so far as it is practicable any person detrimentally altering damaging or injuring any part of the Development or the Common Facilities. |
| To collect monies | (ab) | to demand collect and receive all amounts payable by the |

and pay outgoings

Owners under the provisions of this Deed and to pay and discharge out of the monies so collected all outgoings relating to the management of the Development and the Slopes and Retaining Walls or incurred by the Manager hereunder.

To insure

- (ac) Unless otherwise directed by the Owners' Incorporation, to insure and keep insured the Common Areas and the Common Facilities and any part of the Development as the Manager may think fit against loss or damage by fire and such other risks to the full new reinstatement value and to effect insurance covering public liability, occupier's liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Development in such amounts as the Manager may think fit, such insurance to be in the name of the Manager for and on behalf of the Owners and pay all premiums required to keep such insurance policies in force.

To represent
Owners

- (ad) to represent the Owners in all dealings with Government or any utility or other authorities or any other person in relation to the management of the Development.

To commence legal
proceedings and to
enforce provisions
of this Deed

- (ae) to commence and defend legal and other proceedings relating to the Development and to enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed and the Development Rules made hereunder.

To post House in
default

- (af) to post the address of the House of any Owner or occupier in default or in breach of the terms and conditions of this Deed together with particulars on the notice boards within the Development.

To recruit staff

- (ag) to recruit and employ only such staff as may from time to time be necessary to enable the Manager to comply with its duties hereunder on such terms, including the provisions of provident or retirement fund, as the Manager shall in its absolute discretion decide and to provide uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.

To manage and
control
parking

- (ah) to manage and control within the Development the parking of all cars and vehicles and to remove any car or other vehicles parked in any area not reserved for parking without the consent of the Manager 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 the same.

- | | |
|---|--|
| To keep plans showing the Common Areas | (ai) to obtain from the Registered Owner and keep in the Manager's office copy of plans certified as to their accuracy by or on behalf of the Authorised Person showing Common Areas and to allow the Owners to inspect the same free of charge during normal office hours. |
| To define Common Areas and the Common Facilities | (aj) subject to the approval of the Owners' Committee or the Owners' Incorporation (if any) and the relevant Government authorities, to designate the areas and facilities intended for the common use and enjoyment of the Owners, residents or occupiers for the time being of the Development not already defined under the provisions of this Deed into the appropriate categories of Common Areas and Common Facilities Provided that the Owners' right to enjoy their Units should not be affected and Provided that the Manager shall have no right to redesignate such Common Areas and Common Facilities. |
| To engage professionals, contractors, etc. | (ak) subject to Clause (10) of Subsection (D) of this Section V, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to do all such things as are reasonably incidental to the management of the Development. |
| To prevent overloading | (al) to prevent any person from overloading the floors or lifts (if any) or any of the electrical installations and circuits or any of the mains or wiring of or in the Development or any part or parts thereof. |
| To provide festival decoration | (am) to provide such Chinese New Year, Christmas and other festival decorations for the Development as the Manager shall in his reasonable discretion consider desirable. |
| To maintain and operate recreational facilities | (an) to maintain the recreational facilities and facilities ancillary thereto within the Development in good and substantial repair and condition and operate the same. |
| To remove dogs and animals | (ao) to remove any dogs, cats, pets, livestock, birds, poultry or other animals in any part of the Development if the same shall be kept in breach of any provision of this Deed. |
| To inspect and give notice for want of repair and maintenance | (ap) upon default of the Owner in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts of his Unit the repair and/or maintenance and/or replacement of which is such Owner's responsibility under this Deed, the Manager may (but without being obliged to) enter at all |

reasonable times on written notice (except in case of emergency) into all parts of the Development for the purpose of inspection and to give notice requesting such Owner to replace or repair at the expenses of the Owner concerned any part or parts of the plumbing and drainage facilities and any other part or parts of the Unit for which want of repair and maintenance shall be discovered.

To grant or obtain easements, licences etc.

(aq) to grant or obtain or enter into any contract in respect of any easements, quasi-easements, rights, privileges, licences and arrangements as it shall in its absolute discretion consider necessary for the better or efficient management of the Land and the Development.

To provide waste separation and recovery facilities

(ar) to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development.

To make Development Rules to protect the environment of the Development

(as) to make Development Rules to protect the environment of the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.

To maintain the Works and Installations

(at) to inspect, maintain and carry out all necessary works for the maintenance of the Development including the Works and Installations.

Telecommunication Service to Common Area

(au) to arrange for the provision of such telecommunication service and to such part or parts of the Common Areas as the Manager shall deem appropriate.

To grant right of way

(av) subject to the prior written approval of the Owners' Committee or the Owners' Incorporation, if formed, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Area or the Common Facilities Provided that any benefit thereof shall accrue to the Owners and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises.

To grant easement

(aw) subject to the prior written approval of the Owners'

to owners of
adjoining properties

Committee or the Owners' Incorporation, if formed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Land which the Manager shall in its absolute discretion deem appropriate Provided that any benefit thereof shall accrue to the Owners and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land.

To grant
franchises, etc.

(ax) subject to the approval of the Owners' Committee or the Owners' Incorporation, if formed, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas or the Common Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit PROVIDED THAT such use shall not be in breach of the Government Grant and all income arising therefrom shall form part of the Management Fund and be dealt with in accordance with the provisions of this Deed.

To grant consent to
Government or
general public

(ay) subject to the approval of the Owners' Committee or the Owners' Incorporation, if formed, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas or the Common Facilities as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict the access to and from any such part of the Development and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed.

To operate shuttle
bus service

(az) If the Manager shall in its discretion deem fit, subject to the prior written approval of the relevant governmental authorities and of the Owners' Committee, if any (or the Owners' Corporation, if formed) to operate or enter into contract with any other person for the operation of shuttle bus service between the Development and such destination as the Manager shall deem fit and to designate certain part of the Common Areas and the Common Facilities for such purpose (if deemed necessary by the Manager) for the use and benefit of the Owners, residents and occupiers for the time being of the Land and the Development whether on its

own or together with the manager and/or owners of other adjoining or neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of such shuttle bus service such fares as the Manager may think reasonable and to terminate and/or suspend such shuttle bus service at any time or times as the Manager may think fit Provided that all fares received shall form part of the management funds for the benefit of the Owners.

To do all other matters incidental

(ba) to do all such other things as are reasonably incidental to the management of the Development in accordance with the Government Grant.

Development Rules

(2) The Manager shall have power from time to time, but subject always to the approval of the Owners' Committee or the Owners' Incorporation, if formed, to make, revoke and amend the Development Rules regulating the use, operation and maintenance of the Development and any structures, services or amenities thereof, the Common Areas and the Common Facilities and the conduct of persons occupying, using or visiting the same provided that such Development Rules must not be inconsistent with or contravene this Deed, the Building Management Ordinance and the Government Grant and such Development Rules shall be binding on all Owners, their tenants, licensees, servants or agents. The Development Rules may stipulate payments for the use of any Common Facilities Provided that all income arising therefrom shall be credited to the management account for the benefit of all the Owners of the Units and shall form part of the Management Funds. Copies of the Development Rules from time to time in force shall be kept with the Manager's Office and a copy thereof shall be supplied to each Owner on request free of charge.

Acts of Manager binding

(3) All acts and decisions of the Manager properly and reasonably arrived at in accordance with the provisions of this Deed shall be binding in all respects on all the Owners.

Extent of Manager's liability

(4) Neither the Manager nor any servant agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of the provisions of this Deed provided that nothing in this Deed shall exclude the liability for any act or omission involving criminal liability or dishonesty or negligence on the part of the Manager or any servant agent or other person employed by the Manager.

Right of Manager to enter Unit for repairs

(5) The Manager shall have the right with or without workmen :-
 (a) upon reasonable notice (except in case of emergency) to

enter upon any part of the Land or any of the Units for the purpose of carrying out necessary repairs to the Development or the Slopes and Retaining Walls or to abate any hazard or nuisance which does or may affect the Common Areas or Common Facilities or other Owners including but not limited to replacing repairing and maintaining any of the water mains and pipes serving any part of the Land whether or not the same belong exclusively to any Unit and to charge the relevant Owner(s) the cost of repairing and/or replacement Provided that the Manager shall ensure that the least disturbance is caused and shall be liable for and shall at his own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or of the Manager's staff, employees, agents or contractors to the relevant Unit and reinstate the same causing the least disturbance; and

Manager to provide furniture and equipment for Common Areas and Common Facilities

- (b) to provide within the Common Areas such fixtures, fittings and furniture and other equipment as it may consider appropriate and the Manager shall have the same power to repair, replace and maintain the same and the costs, charges and expenses thereof shall form part of the costs of the management as a whole.

Owners to bear expenses

- (6) The Manager shall further have the right and power to require (a) each Owner of part or parts of the Slopes and Retaining Walls to pay the expenditure as the Manager shall consider fair and reasonable for the provision, operation, management, upkeep and maintenance of such part or parts of the Slopes and Retaining Walls forming part of his Unit in accordance with the provisions of this Deed; and (b) each Owner to pay a proportionate part of the expenditure for the provision, operation, management, upkeep and maintenance of those Slopes and Retaining Walls forming part of the Common Areas and the Works and Installations in accordance with the provisions of this Deed including, without limitation, such expenditure referred to in Clause (1)(o) and (at) of Subsection (B) of Section V hereof as the Manager shall consider fair and reasonable.

Owners remain liable for requirements of the Government Grant

- (7) The Manager shall not be made personally liable for carrying out any such requirements of Slopes and Retaining Walls maintenance works or other maintenance works under the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, he has not been able to collect the costs of the required works from all Owners.

Structural alterations by Manager

- (8) The Manager shall not make any structural alterations to any part of the Development which will interfere with or affect the use and enjoyment of any other part thereof.

Right to appoint

- (9) The Manager shall have the right from time to time to appoint or

professionals

employ surveyors, engineers, architects or other professional persons or agents or contractors, to carry out certain aspects of the management works or management works in respect of certain area(s) of the Development but the Manager shall not transfer or assign his rights or obligations under this Deed to any such persons, and such persons must remain answerable to the Manager. The Manager shall at all times be responsible for the management and control of the Development (including any part thereof) and, notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.

Exclusion of liability

- (10) For the avoidance of doubt, no provision of this Deed shall operate to exclude, or shall be construed to have the effect of excluding, the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence of the Manager or its servants, agents or contractors and no provision of this Deed shall operate to require, or shall be construed to have the effect of requiring, any Owner to indemnify the Manager or its servants, agents or contractors from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any act or omission.

Authority to act on behalf of all Owners

- (11) Subject to the provisions of the Building Management Ordinance (Cap.344), the Manager shall have the authority to act for and on behalf of all the Owners in accordance with the provisions of this Deed.

(C) Manager's Remuneration

Remuneration of Manager

- (1) The Manager's Remuneration being the sum equivalent to 15% of the total expenses costs and charges per annum necessarily and reasonably incurred in the course of proper and efficient management of the Development (the total expenses costs and charges, for the purposes of this sub-clause, shall exclude the Manager's Remuneration, any capital expenditure and the Special Fund as described in Clause (8) of Subsection D of Section V hereof provided that by a resolution of the Owners at an Owner's meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate of 15% or at such lower rate as considered appropriate by the Owners) shall be payable by way of equal monthly payments in advance. No variation of the percentage above may be made except with the approval by a resolution of Owners at an Owners' meeting convened under this Deed. The amount for such monthly payments shall be estimated by the Manager with adjustments to be made at the end of each financial year when the final annual Management Expenses are ascertained. The rate chargeable may be reviewed by resolution passed at

meetings of the Owners, the Owners' Committee or Owners' Incorporation, if formed. For the purpose of this Clause, capital expenditure shall mean expenditure of a kind not expected by the Manager to be incurred annually.

Manager's
Remuneration
exclusive of
disbursements

- (2) The Manager's Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not be subject to any requirement by the Manager to disburse or provide from such money such staff referred to in Clause 1(ag) of Subsection (B) of Section V hereof, but not further or otherwise, facilities, accountancy services, or other professional supervision the cost for which shall be a direct charge upon the Management Funds.

Payment of
Manager's
Remuneration

- (3) The Manager's Remuneration shall be payable in advance on the first day of each month.

(D) Management Expenses

Manager to prepare
annual budget

- (1) For the purpose of fixing contributions towards the Management Expenses payable by the Owners the Manager shall prepare an annual budget showing the estimated expenditure necessarily and reasonably incurred in the course of proper and efficient management of the Development. The annual budgets, except the first one, are to be prepared in consultation with the Owners' Committee PROVIDED THAT in the event that a Sub-Deed is entered into in respect of any part of the Development and in the Sub-Deed any areas and facilities are designated as common areas and common facilities as a consequence of which the same thereby become part of the Common Areas and the Common Facilities (other than the existing designated Common Areas and the Common Facilities) a new part of the annual budget shall be established by the Manager such part to cover all estimated expenditure which in the opinion of the Manager is specifically referable to such common areas and common facilities and such expenditure shall be borne by the Owners of that part of the Development.

Monthly payments
in advance

- (2) The estimated Management Expenses shall be payable by way of equal monthly payments in advance with adjustments to be made at the end of each financial year when the final annual Management Expenses are ascertained.

Items included in
Management
Expenses

- (3) The annual budget in respect of the Common Areas and the Common Facilities shall cover the Management Expenses for the Common Areas and the Common Facilities including without limiting the generality of the foregoing the following items :-

- (a) The costs and expenses in connection with the carrying out of all or any of the duties of the Manager as set out in Section V hereof;

- (b) The Manager's Remuneration and the provision of provident and retirement fund for such staff referred to in Clause 1(ag) of Subsection (B) of Section V hereof, but not further or otherwise;
- (c) The charges for electricity, water, gas, telecommunication telephone and all other charges, assessments, impositions and other outgoings payable in connection with the Common Areas and the Common Facilities and insurance premiums payable on any policy taken out by the Manager as hereinbefore provided and any other expenses charged or assessed on or payable in respect of the Common Areas and Common Facilities;
- (d) The costs of operating, maintaining, servicing, keeping in good and tenantable repair and condition (including whenever necessary the costs of replacement) all the Common Areas and the Common Facilities, the foundations, the side walks, main walls (excluding the external walls forming parts of the Houses), supports, beams, gutters, fences, chimneys, flue pipes, the effluent discharge system and all external parts of the Common Areas and all the drains, water tanks, wiring, electric pumps, pipes, conduits and all plumbing apparatus (if any) and all other Common Facilities (except as regards damage caused by or resulting from any act default or negligence of any Owner(s) its or their servants agents tenants or licensees for which damage such party shall be solely responsible and so that each of the Owners herein shall be responsible for the acts defaults and negligence of his servants agents tenants and licensees);
- (e) The costs of rebuilding or re-instatement of the Common Areas and the Common Facilities or any part thereof in case of destruction or damage or condemnation by the Building Authority or other competent Authority;
- (f) Government Rent payable in respect of the Land Provided that upon such Government Rent being apportioned under the Government Rent and Premium (Apportionment) Ordinance Chapter 125 of the Laws of Hong Kong such Government Rent shall not be included as part of the Management Expenses but shall be paid direct by the Owners of the relevant Units in accordance with the said apportionment;
- (g) The costs of maintenance and/or repair works described in Clauses (1)(n) and, insofar as such expenses relate to the Common Areas or Common Facilities, Clause (1)(o) of Subsection (B) of Section V of this Deed;

- (h) The costs and expenses of maintaining the structures and area or such part or parts thereof and maintaining and operating the facilities in accordance with the requirements under the Government Grant including those mentioned in Clauses (1)(an) of Subsection (B) of Section V of this Deed;
- (i) Any fees or charges payable to the Government or any other person under any Licence Agreement, Wayleave Agreement, Deed of Grant of Easement and/or Right of Way or any other documents of a similar nature affecting the Land the entering into of which and the payment of such fees or charges have been approved by the Owners' Committee or the Owners' Incorporation, if formed;
- (j) Contributions towards the costs of maintenance and repair of any facilities installed outside the Land but serving the Development whether exclusively or in common with other developments;
- (k) The costs and expenses of acquiring the uniform and equipment as are considered necessary by the Manager for the management and security of the Development and the costs and expenses of employing such staff referred to in Clause 1(ag) of Subsection (B) of Section V hereof, but not further or otherwise, including any salary, bonus, overtime pay, provident fund, long service payment, employee compensation, medical insurance and other staff benefits or remuneration;
- (l) The cost of employing administrative and supervisory staff, on site watchman, caretakers, fitters, gardeners, cleaners and other staff and engaging such sub-contractors, delegates or other entities as are considered necessary by the Manager for the management and security of the Land and the Development including (but not limited to) salary, bonus, overtime pay, provident and retirement fund, long service payments, severance payment, employees' compensation, medical insurance and other staff benefits;
- (m) The costs and expenses in relation to the shuttle bus service as described in Clause (1)(az) of Subsection (B) of Section V of this Deed; and
- (n) Any other items of expenditure which are necessary for the administration, management and maintenance of the Common Areas and the Common Facilities.

Contribution to
Management

- (4) Each Owner of a Unit shall contribute to the Management Expenses in respect of the Common Areas and the Common Facilities at the

Expenses of
Common Areas and
Common Facilities

rate at which the number of Management Shares of the Unit held by the Owner bears to the total number of the Management Shares of the Development.

Vacant Units are
subject to payment
of Management
Expenses

- (5) The Owner's liability to make payment or contribution to the Management Expenses shall in no way be reduced by reason of the fact that the Unit to which he is entitled to exclusive possession is vacant or has been let or leased or occupied by any other person. No Owner shall be called upon to pay more than his appropriate share of the management expenses having regard to the number of Management Shares allocated to his Unit. The Registered Owner shall pay all Management Expenses and those expenses which are of a recurrent nature for the Units and Undivided Shares unsold provided however that the Registered Owner will not be obliged to make payments and contributions in respect of Units and Undivided Shares allocated to a separate building or phase the construction of which has not been completed, except to the extent that the building or phase benefits from the provisions in this Deed as to management or maintenance of the Development.

Security for moneys
due to the Manager

- (6) (a) Each Owner before taking possession of his Unit from the Registered Owner shall :-
- (i) deposit with the Manager as security for the due payment of the monthly contributions which may be or become payable by him under Clauses (4) of Subsection (D), if applicable, a non-refundable but transferable deposit of a sum equivalent to three times of his monthly contribution to the first year's budgeted Management Expenses pursuant to Clause (4) of Subsection (D), such deposit shall be non-interest bearing and no Owner may refuse to pay any money payable by him under this Deed or any part thereof by claiming any set off against such deposit; and
 - (ii) pay to the Manager such contribution in advance towards the Management Expenses as may be required by the Manager Provided That such contribution in advance shall not be more than such Owner's monthly contribution to the first year's budgeted Management Expenses pursuant to Clause (4) of Subsection (D).
 - (iii) pay to the Manager his due share (to be decided by the number of Management Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and the Common Facilities and which deposits or balance thereof (as the case

may be) shall be non-interest bearing and non-refundable but transferable.

- (b) The Registered Owner shall make such deposit described in Sub-clause (6)(a)(i) above in respect of Units still held by the Registered Owner if the construction of such Units has been completed and the said Units remain unsold 3 months after the date of execution hereof.
- Deficit and Surplus of Management Expenses (7) (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 and have the same reviewed by the Owners' Committee (only if and when it has been established pursuant to this Deed) and the provisions of Clauses (3), (4), (5) and (12) of this Subsection (D) shall apply mutatis mutandis to the revised budget as to the annual budget. Any surplus shall be applied towards the Management Expenses and be taken into account when calculating the relevant budget for the next ensuing year pursuant to Clause (1) of this Subsection (D).
- Further contribution to management expenses (b) In the event that the total contributions received as aforesaid by the Manager are insufficient to meet the Management Expenses, each Owner shall at the request of the Manager pay a due proportion of the deficiency by making a further contribution to the Manager.
- (c) The Manager shall also have the power, in the event of a revised budget completed pursuant to and in accordance with Sub-Clause (a) hereof, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated expenditure in any financial 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.
- Special Fund (8) (a) There shall be established and maintained by the Manager a non-refundable and non-transferable special fund ("Special Fund") for the purpose of paragraph 4 of the Schedule 7 to the Building Management Ordinance (Cap.344) to provide for expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but not limited to, expenses for the renovation, improvement and repair of the Common Areas and the Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machinery for the Common Areas and the Common Facilities and the costs of the relevant investigation works and professional services. Each Owner shall upon the assignment to him of

his part of the Development from the Registered Owner pay to the Manager a sum equivalent to two months' of his initial monthly contribution towards the first year's budgeted Management Expenses pursuant to Clause (4) of Subsection (D) as an initial contribution. Each Owner shall also on demand pay to the Manager such sum in each financial year (payable in one lump sum or by monthly instalments) as may be determined by a resolution of Owners at an Owners' meeting convened under this Deed upon the recommendations of the Manager. If there is Owners' Incorporation, the Owners' Incorporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable. The Manager shall make an estimate in the annual budget for the establishment of the Special Fund and the time when money in this Fund shall be drawn. Except in a situation considered by the Manager to be an emergency, no money shall be drawn unless it is for a purpose approved by a resolution of the Owners' Committee or Owners' Incorporation (if any). The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development. The Special Fund shall be held by the Manager on trust for the Owners and the Special Fund shall be placed in an interest bearing account opened and maintained with such bank or banks within the meaning of Section 2 of the Banking Ordinance as the Manager shall think fit, the title of which account(s) shall refer to the Special Fund for the Development and the Manager shall use that account(s) exclusively for the purposes abovementioned. Without prejudice to the generality of the above, if there is an Owners' Incorporation, the Manager shall open and maintain one or more segregated interest-bearing accounts ("the said segregated account(s)"), each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Incorporation in respect of the Special Fund. The Manager shall display a document showing evidence of any account opened and maintained as provided above in a prominent place in the Development. The Manager shall without delay pay all money received by it in respect of the Special Fund into the said account opened and maintained by it or, if there is an Owners' Incorporation, the said segregated account(s).

- (b) The Registered Owner shall make its initial contribution towards the Special Fund in respect of Units still held by the Registered Owner if the construction of such Units has been completed and the said Units remain unsold 3 months after

the date of execution.

Exclusive user to
bear expenses

- (9) Notwithstanding anything to the contrary contained in these presents where any expenditure relates solely to or is solely for the benefit of any Unit and no Owner of any other Unit would receive any material benefit therefrom, the full amount of such expenditure shall be paid by the Owner of that Unit. In particular, the Owner of an Unit which has within the Unit a part of the Slopes and Retaining Walls shall bear and pay the expenses for the upkeep, maintenance, repair and management of such part of the Slopes and Retaining Walls in accordance with Clause 6(a) of Subsection (B) of Section V above.

Contract entered
into by Manager

- (10) (a) Subject to Sub-clauses (b) and (c) of this Clause (10), the manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless –
- (i) the supplies, goods or services are procured by invitation to tender; and
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance.
- (b) Subject to Sub-clause (c) of this Clause (10), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless –
- (i) if there is an Owners' Incorporation -
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Incorporation, and the contract is entered into with the successful tenderer; or

- (ii) if there is no Owners' Incorporation –
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) of this Clause (10) do not apply to any supplies, goods or services which but for this Sub-clause (c) would be required to be procured by invitation to tender (referred to in this Sub-clause as “relevant supplies, goods or services”) –
 - (i) where there is an Owners' Incorporation, if –
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Incorporation by a supplier; and
 - (2) the Owners' Incorporation decides by a resolution of the Owners passed at a general meeting of the Owners' Incorporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Incorporation, if –
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (2) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier

on such terms and conditions as specified in the resolution, instead of by invitation to tender.

Fee for granting consent

- (11) Where any consent is required under this Deed from the Manager by an Owner, such consent shall not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for issuing such consent. Such fees shall be credited into the Special Fund.

Formalities relating to preparation of annual budget

- (12) In respect of each annual budget, the Manager shall :-
- (a)
 - (i) prepare a draft budget setting out the proposed Management Expenses during the financial year;
 - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget is sent or first displayed;
 - (iv) after the end of that period, prepare a budget specifying the total proposed Management Expenses during the financial year;
 - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
 - (b) Where, in respect of a financial year, the Manager has not complied with Sub-Clause (a) hereof before the start of that financial year, the total amount of the Management Expenses for that year shall :-
 - (i) until he has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;
 - (ii) when he has so complied, be the total proposed Management Expenses specified in the budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses

shall be calculated and adjusted accordingly.

- (c) Where an annual budget has been sent or displayed in accordance with Sub-Clause (a)(v) hereof, and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and annual budget by virtue of Sub-Clause (a) hereof.
- (d) Where a revised budget is sent or displayed in accordance with Sub-Clause (c) hereof, the total amount of the Management Expenses for that financial year shall be the total Management Expenses or proposed Management Expenses specified in the revised budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (e) If there is an Owners' Incorporation and, within a period of 1 month from the date that an annual budget or revised budget for a financial year is sent or first displayed in accordance with Sub-Clause (a) or (c) hereof, the Owners' Incorporation decides, by a resolution of the Owners, to reject the annual budget or revised budget, as the case may be, the total amount of Management Expenses for the financial year shall until another annual budget or revised budget is sent or displayed in accordance with Sub-Clause (a) or (c) hereof, and is not so rejected under this Sub-Clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (f) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, annual budget or revised budget, the Manager shall, upon receipt of a reasonable copying charge, supply a copy to that person.

- (13) For the avoidance of doubt, the Registered Owner shall make payment and contribute towards the Management Expenses and all other outgoings including Government rent in respect of the Units held by it up to and inclusive of the date of assignment by the Registered Owner to its assignee thereof.

Improvements to facilities

- (14) Except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the Manager shall not carry out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget.

Procurement of services

- (15) Subject to Clause (10) of Subsection (D) of Section V of this Deed and Paragraph 5 of Schedule 7 to the Building Management

Ordinance, the procurement of supplies, goods, or services by the Manager or the Owners' Committee that involves amounts in excess of HK\$100,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an average annual expenditure of more than 20% of the annual budget, whichever is the lesser, must be by invitation to the tender and the standards and guidelines as may be specified in a Code of Practice referred to in the section 20A of the Building Management Ordinance will apply to the manager or the Owners' Committee with any appropriate variations.

(E) Interest and Recovery of Management Expenses

- | | |
|--|--|
| Interest on unpaid monthly contribution | <p>(1) If any Owner shall fail to pay any amount payable hereunder within 30 days of demand, he shall further pay to the Manager:-</p> <p>(a) Interest calculated from the date of demand at the rate of 2% per annum over and above the Prime Lending Rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid amount.</p> <p>(b) A collection charge of 10% of the amount due to cover the cost (other than legal costs as hereinafter mentioned) of the extra work in recovering the unpaid amount as occasioned by the default.</p> |
| Application of interest and collection charges | <p>(2) All moneys paid to the Manager by way of interest and collection charges shall be credited into the Special Fund.</p> |
| Action against defaulting Owner | <p>(3) All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charges and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager. The claim in any such action may include a claim for legal costs on the solicitor and own client basis. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole (other than the defaulting Owner) and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.</p> |
| Charge on Undivided Shares of defaulting Owner | <p>(4) In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed within 30 days of demand, the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs referred to in Clause (3) of this Subsection (E) and in registering the charge hereinafter referred to, shall be charged on the</p> |

Undivided Share or Undivided Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a memorandum of such charge in the Land Registry against the Undivided Share or Undivided 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. The Manager may discontinue the provision of management services to such defaulting Owner who fails to pay any fees or to comply with any other provisions under this Deed. Notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall operate to empower, or shall be construed to have the effect of empowering, any person (including the Manager) to interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.

Enforcement of
charge

- (5) 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 the sale of the Undivided Share or Undivided Shares of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of his Unit or Units and Clause (3) of this Subsection (E) shall apply equally to any such action.

Action against
non-observance of
covenants

- (6) The Manager shall further have power to commence proceedings for the purposes of enforcing the observance and performance by any Owner or any person occupying any part of the Development through under or with the consent of any such Owner of the covenants conditions and provisions of this Deed and of General Rules and Car Port Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clauses (3), (4) and (5) of this Subsection (E) shall apply to all such proceedings.

Application of
damages recovered

- (7) All damages recovered in any such proceedings shall be credited into the management account for the benefit of all the Owners of the Units and held as part of the Management Funds for the management of the Development and be applied accordingly.

(F) Management Funds

Manager to keep
proper account

- (1) (a) All monies collected by the Manager (who shall be deemed to be a trustee for and on behalf of the Owners in respect of all monies and deposits received on their behalf) in the exercise of its powers and duties hereunder (save and except that the Manager may retain or pay into a current account a reasonable amount to cover expenditure of a minor nature as is from time to time determined by a resolution of the

Owners' Committee (if any) and also subject to such conditions as may be approved by a resolution of the Owners' Committee) shall without delay be paid into (i) an interest-bearing bank account or accounts of the Manager (such bank account(s) shall be opened and maintained with a bank within the meaning of Section 2 of the Banking Ordinance and the title of which refers to the management of the Development); or (ii) if there is an Owners' Incorporation, the account or accounts opened and maintained under Sub-Clause (1)(b) below. The Manager shall use that account(s) exclusively for the management of the Development and keep true and proper accounts of all such monies and the expenditure thereof and shall produce a detailed summary of such accounts each month and shall after the close of every financial year produce an annual set of accounts as soon as the accounts are certified by the Auditors hereinafter referred to as providing an accurate summary of all items of income and expenditure during the preceding year. The Manager shall keep all bills, invoices, vouchers, receipts and other documents referred to in the accounts for at least 6 years.

- (b) Without prejudice to the generality of Sub-Clause (1)(a) above, if there is an Owners' Incorporation, the Manager shall open and maintain one or more segregated interest-bearing accounts (such account(s) shall be opened and maintained with a bank within the meaning of Section 2 of the Banking Ordinance, the title of which refers to the management of the Development), each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Incorporation in respect of the management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Sub-Clauses(1)(a) or (1)(b) above in a prominent place in the Development.

- (2) Where any compensation, damages, costs and expenses are received or recovered (as the case may be) by the Manager in any proceedings against any Owner for the purpose of enforcing the observance and performance of the covenants, conditions, or provisions of this Deed, the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited into the management account for the benefit of all the Owners of the Units and held as part of the Management Funds and be applied towards the Management Expenses as the Manager may from time to time decide.

Manager to appoint
auditors

- (3) The Manager shall have power to appoint a firm of Certified Public Accountants to audit the accounts and records of the Manager

concerning the management of the Development and to certify the annual accounts prepared in accordance with the preceding Clause (1) of this Subsection (F) and the accountant's fees shall be part of the Management Expenses. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time provided that the Owners' Committee or the Owners at an Owners Meeting may choose to appoint an auditor of their choice from time to time. If the Owners at an Owners' Meeting decides, or if there is an Owners' Incorporation (as hereinafter defined) and the Owners' Incorporation decides, by a resolution of the Owners that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and :-

- (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and the balance sheet; and
- (b) on the payment of a reasonable copying charges, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and the balance sheet, or both, as requested by the Owner.

Owner's Interest in
Management Funds

- (4) Any person ceasing to be an Owner shall in respect of the Undivided Share or Undivided Shares of which he ceases to be the Owner thereupon cease to have any interest in the Management Funds held by the Manager including the deposit paid under Clause (6) of Subsection (D) of Section V hereof and the due contribution paid under Clause (8) of Subsection (D) of Section V hereof to the intent that all such Management Funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares PROVIDED that the aforesaid deposit may be transferred to the new Owner of such Undivided Shares AND PROVIDED further that upon the rights and obligations hereunder being released as provided herein or upon the Land reverting to the Government and no renewal of the Government Grant being obtainable any balance of the Management Funds shall be divided proportionately between the Owners of the Undivided Shares (except the Owner of the Undivided Shares allocated to the Common Areas) immediately prior to such release or reversion.

(G) Management Records and Accounts

- | | | |
|---|-----|---|
| Financial year | (1) | The financial year for the purpose of management of the Development shall commence on the date of this Deed and shall end on the 31st day of December of the following year but thereafter the financial year shall commence on the 1st day of January and shall end on the 31st day of December of such year Provided Always that the Manager shall have the right to change the financial year once in every five years upon giving a minimum of 3 months' notice in writing to the Owners or from time to time upon the prior approval of the Owners' Committee. |
| Manager to keep accounts | (2) | The Manager shall keep true and proper accounts of all monies received in the exercise of its powers and duties hereunder and all expenditure thereof. |
| Manager to prepare and publish monthly summary of accounts | (3) | Within one month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of all accounts with regard to Clause (2) hereof, and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days. |
| Manager to prepare income and expenditure account and balance sheet | (4) | Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days. |
| Income and expenditure account to include Special Fund | (5) | Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will then be needed. |
| Manager to prepare audited annual account | (6) | Within 60 days after the close of each financial year the Manager shall prepare a full set of annual accounts in respect of the management of the Development for the preceding financial year. The annual accounts shall be audited and certified by an independent firm of auditors as providing an accurate summary of all items of income and expenditure during that preceding financial year. |
| Owners to inspect and Manager to supply copy of accounts | (7) | The Manager shall upon written request of any Owner arrange such Owner to inspect any of the accounts prepared pursuant to this Deed and upon payment by any Owner of a reasonable charge for copying the same send to such Owner a copy of the annual accounts or monthly accounts at any time after the same shall have been prepared as herein provided. |
| Delivery of movable property | (8) | Subject to Clause (9) of this Section, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the |

manager appointed in his place any movable property in respect of the control, management and administration of the Development that is under his control or in his custody or possession, and that belongs to the Owners' Incorporation (if any) or the Owners.

Accounts upon
termination of
appointment of
Manager

(9) If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends :-

(a) prepare :-

(i) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ended; and

(ii) a balance sheet as at the date his appointment ended,

and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager; and

(b) deliver to the Owners' Committee (if any) or the manager appointed in his place any books or records or accounts, papers, plans, documents and other records which are required for the purposes of Sub-Clause (a) of this Clause and have not been delivered under Clause (8) of this Section.

SECTION VI

OWNERS' MEETINGS

From time to time there shall be meetings of the Owners to discuss and decide matters concerning the Land and the Development and in regard to such meetings the following provisions shall apply :-

First Meeting

(1) The Manager shall call the first meeting of Owners to be held as soon as possible but in any event not later than nine months from the date hereof (and to call further and subsequent meetings if required) for the purpose of electing or appointing a Chairman, a Secretary and 3 other members to the Owners' Committee hereinafter referred to or appointing a management committee for the purpose of forming the Owners' Incorporation under the Building Management Ordinance (Cap.344) and transacting business to be tabled at the meeting.

Annual Meeting

(2) At least once in every calendar year thereafter, the Owners shall meet for the purpose of electing such officers and members as aforesaid and transacting any other business of which due notice is given in the

- notice convening the meeting.
- Convening a Meeting (3) A meeting may be validly convened by: (a) the Owners' Committee; (b) the Manager; or (c) an Owner appointed to convene such a meeting by the Owners holding not less than 5% of the Undivided Shares in the Land and the Development in aggregate (excluding the Undivided Shares allocated to the Common Areas).
- Notice of Meeting (4) Notice of a meeting of Owners shall be served by the person or persons convening the meeting upon each Owner at least 14 days before the date of the meeting, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. Service of a notice required to be served hereunder may be effected :-
- (a) by delivering it personally to the Owner;
- (b) by sending it by post addressed to the Owner at his last known address; or
- (c) by leaving it at the Owner's Unit or depositing the notice in the letter box of that Unit.
- Quorum of Meeting (5) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and remains present for the duration of the meeting. The quorum at a meeting shall be 10% of the Owners. For the purpose of this Clause 10% of the Owners shall :-
- (a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Development is divided; and
- (b) not be construed as the Owners of 10% of the Undivided Share.
- The procedure at any meeting shall be as is determined by the Owners.
- Manager to act as Secretary (6) The Manager shall send a secretary to the meetings who shall keep a record of the persons present at the meetings and the proceedings thereof.
- Corporate Owner (7) In the event of an Owner being a corporate body, any representative appointed by such Owner shall be entitled to attend and vote on behalf of such Owner. Such appointment shall be made in accordance with Clause (10) of this Section VI.
- Chairman of (8) A meeting of the Owners shall be presided over by the Chairman of

Meeting

the Owners' Committee or, if the meeting is convened under Clause (3)(b) or (c) of this Section VI, the person convening the meeting.

Voting right of
Owners

- (9) At a meeting of Owners :-
- (a) each Owner shall have 1 vote in respect of each Undivided Share that he owns;
 - (b) an Owner may cast a vote personally or by proxy;
 - (c) where 2 or more persons are the co-owners of an Undivided Share, the vote in respect of that Undivided Share may be cast :-
 - (i) by a proxy jointly appointed by the co-owners;
 - (ii) by a person appointed by the co-owners from amongst themselves; or
 - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either by one of the co-owners personally or by proxy appointed by one of the co-owners;
 - (d) where 2 or more persons are the co-owners of an Undivided Share and more than one of them seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
 - (e) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

Voting in person
or by proxy

- (10) (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and –
- (i) shall be signed by the Owner; or
 - (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (b) The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is

convened under Clause(3)(b) or (c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

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

Ordinary Resolutions

- (11) Save as otherwise provided in this Deed any resolution on any matter concerning the Land and 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 Provided Always:-

- (a) 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.
- (b) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
- (c) 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.
- (d) 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 50% of the total number of Undivided Shares in the Land and the Development (excluding the Undivided Shares allocated to the Common Areas).

Special Resolutions

- (12) Without prejudice to anything herein contained but subject to Section VIII hereof, 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 75% of the total number of Undivided Shares in the Land and the Development (excluding the Undivided Shares allocated to the Common Areas) namely :-

- (a) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Government Grant or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer,

whether and in what manner to pay any premium rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Government Grant.

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

Accidental omission of notice

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

Resolution in writing

(14) Unless provided otherwise in this Deed, a resolution in writing signed by those Owners who in the aggregate have vested in them for the time being more than 50% of the total number of the Undivided Shares in the Land and the Development (excluding the Undivided Shares allocated to the Common Areas) shall be as valid and effectual as if it had been a resolution requiring only a simple majority of votes passed at a validly convened meeting of the Owners.

Mortgagees' voting right

(15) Where any Owner has charged or mortgaged his interest in any Undivided Share(s) in the Land and the Development, the voting rights conferred on such Owner shall, subject to the provisions of the relevant mortgage, be exercisable by the Owner (the Mortgagor) unless the mortgagee is in possession or in receipt of the rents and profits in respect of such Undivided Share(s).

Passing of resolutions

(16) (a) All resolutions put to the vote of the meeting shall be decided by a poll to be taken at such time and in such manner as the Chairman shall direct.

(b) In the case of an equality of votes the Chairman shall have a second or casting vote.

Defaulting Owner

(17) An Owner who has failed to pay his due proportion of the Management Expenses shall not be allowed to be present at any meetings.

Resolutions binding on All Owners

(18) All resolutions passed at a meeting duly convened and held shall be binding on all Owners.

Purpose of Meeting

(19) The purpose of such meetings, in addition to the election of officers and members of the Owners' Committee as aforesaid, shall be to discuss all matters relating to the Development.

Election of Owners' Committee

(20) The Chairman and any other officers of the Owners' Committee shall be elected in the following manner. The candidates for election shall be proposed and seconded by any Owners present in person or by duly authorised representative at the meeting. As soon as all candidates have been proposed and seconded and provided that such

candidates consent to be elected their names will be put before the meeting who will vote thereon. For the avoidance of doubt, all the officers and members of the Owners' Committee and any person to fill the causal vacancy of the Owners' Committee shall be elected in an Owners' Meeting.

Undivided Shares allocated to Common Areas carry no voting rights

- (21) Notwithstanding anything contained in this Deed to the contrary but for the avoidance of doubt, the Undivided Shares allocated to the Common Areas shall not carry any voting rights or liability to pay fees under this Deed, nor shall such Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

SECTION VII

MEETING OF THE OWNERS' COMMITTEE

Members of the Committee

- (1) The Chairman and 4 other members of the Owners' Committee (hereinafter referred to as "the Committee") elected in accordance with the provisions of Clause 1 of Section VI of this Deed shall be the Owners' Committee, which shall meet at least once every three months.

Notice of Meeting

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

The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of meeting, give notice of the meeting to each member of the Owners' Committee specifying the date, time and place of the meeting and the resolutions (if any) that are to be proposed. Service of a notice required to be served hereunder may be effected :-

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

Manager no voting right

- (3) The Manager may be represented at the meeting by a duly appointed representative who shall not be entitled to vote.

Manager to act as Secretary

- (4) The Manager shall send a secretary to the meetings who shall keep a record of the persons present at the meetings and the proceedings thereof.

Convening a Meeting

- (5) The Chairman or any 2 members may request the Manager to convene a meeting and the Manager shall, upon such request,

- convene the meeting in accordance with the provisions of Clause (2) of this Section.
- Quorum of Meeting (6) No business shall be transacted at any time unless a quorum is present when the meeting proceeds to business and remains present for the duration of the meeting. The quorum at a meeting of the Committee shall be 50% of the members of the Committee (rounded up to the nearest whole number). A meeting of the Owners' Committee shall be presided over by :-
- (a) the Chairman; or
- (b) In the absence of the Chairman, a member of the Owners' Committee appointed as chairman for that meeting.
- Passing of resolutions (7) All resolutions put to the vote of the meeting shall be decided by a majority on a show of hands and each member present shall have one vote and if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.
- Resolutions binding on Owners (8) All resolutions passed at a meeting of the Committee duly convened and held shall be binding on all Owners.
- Purpose of Meeting (9) The purpose of a meeting of the Committee shall be to discuss management matters relating to the Development or to recommend for appointment at the Owners' Meeting a new Manager.
- Procedure of the Meeting (10) The procedures at meetings of the Committee shall be as is determined by the Committee.

SECTION VIII

EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

- (1) In the event of the Development or any part thereof being damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use or habitation or occupation, the Manager shall convene a meeting of the Owners of the Units in the Development or that part of the Development so damaged and such meeting may resolve by a 75% majority at a meeting of the Owners of not less than 75% of the Undivided Shares allocated to the Development or such part of the Development that has been damaged (excluding the Undivided Shares allocated to the Common Areas) present and voting that by reason of insufficiency of insurance monies, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild the Development or such part of the Development and in such event the Undivided Shares in the Land and the Development representing the Units in the Development or such part of the Development shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or such other means as the Manager may deem appropriate and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares (excluding the Owner of the Undivided Shares allocated to the Common

Areas) in proportion to the respective Undivided Shares previously held by such former Owners. All insurance moneys received in respect of any policy of insurance on the Development or such part of the Development shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the Development or that part of the Development. Provided Always That if it is resolved by not less than 75% of such Owners present and voting as aforesaid to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the costs of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the money recoverable from the insurance of such part of the Development in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Development and be recoverable as a civil debt.

(2) The following provisions shall apply to a meeting convened by the Manager as provided in Clause (1) of this Section:-

- (a) A meeting shall not proceed unless a quorum is present and remains present for the duration of the meeting. A quorum shall consist of Owners of the Units in the Development or that part of the Development holding not less than 75% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas) or in whom not less than 75% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas) allocated to the Development or that part of the Development are vested. If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week and at the same place.
- (b) The Manager's representative shall preside at such meeting.
- (c) A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present at the meeting. A poll if demanded shall be taken at such time and in such manner as the Manager shall direct.
- (d) On a show of hands every Owner entitled to be present and present at the meeting shall have one vote for every Undivided Share held by him. In case of a poll every Owner (other than the Owner of the Common Areas) shall have one vote for every Undivided Share held by him.
- (e) The Manager shall give notice of the meeting which shall be posted on the public notice boards of the Development specifying the time and place of the meeting.

SECTION IX

MISCELLANEOUS

- (1) (a) Notwithstanding anything contained in this Deed, the Registered Owner shall not assign mortgage or charge (save by way of building mortgage or charge) or otherwise dispose of or part with the possession of any of the Undivided Shares allocated to the Common Areas or any interest therein or enter into any agreement so to do except that upon execution of this

Deed the whole of the said Undivided Shares in the Common Areas shall be assigned to and vested in the Manager who must hold the said Undivided Shares on trust for the benefit of all Owners.

- (b) Subject to Sub-Clause (c) hereof, on termination of the Manager's appointment the Manager shall assign the said Undivided Shares free of costs or consideration to its successor in office.
 - (c) The Owners' Incorporation once in being may require the Manager, in accordance with this Deed to assign the Undivided Shares in the Common Areas and Common Facilities and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Incorporation must hold them on trust for the benefit of all Owners.
 - (d) The Undivided Shares allocated to the Common Areas shall not carry any liability to pay charges under this Deed or any voting rights at any meeting whether under this Deed, the Building Management Ordinance (Cap.344) or otherwise nor shall those Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.
- (2) All notice required to be served hereunder on any of the parties hereto or on any Owner shall be deemed to have been sufficiently served if a copy of such notice is served personally on the party to be served or posted on a conspicuous part of the Unit of which the party to be served is entitled to the sole and exclusive use, occupation and enjoyment notwithstanding that such party may not personally occupy such Unit or if a copy is sent by prepaid post to the last known address in Hong Kong of the party to be served Provided that where notices are to be served on any Owner who is a Mortgagee or chargee, such notice shall be served on the Mortgagee or chargee if a company at its registered office or last known place of business in Hong Kong and if an individual at its last known place of residence.
 - (3) During the existence of the Owners' Incorporation the general meeting of the Owners' Incorporation shall take the place of the Owners' Meeting and the management committee of the Owners' Incorporation so provided for in the said Ordinance shall take the place of the Owners' Committee whereupon all references throughout this Deed to "Owners' Committee" shall be construed and read as referring to the said management committee of the Owners' Incorporation.
 - (4) Notwithstanding anything herein contained, no provision in this Deed shall prejudice the operation of, or shall contravene the provisions of the Building Management Ordinance (Cap.344) and the Schedules thereto or any amendments thereof or any substitution thereof. No provisions contained in this Deed shall in any way be in contravention or in breach of any terms and conditions set out in the Government Grant.
 - (5) The Registered Owner shall at its own cost provide a direct translation in Chinese of this Deed. The Registered Owner shall deposit a copy of this Deed and the Chinese translation thereof in the management office within one month from the date of this Deed for inspection by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of a dispute as to the effect of the Chinese translation and this Deed (in English), this Deed (in English) shall prevail.
 - (6) The provision of and in the Schedule 7 and Schedule 8 to the Building Management Ordinance (Cap.344) shall be incorporated into this Deed and shall bind all Owners of the Development and the Manager and shall prevail over any other provision in this Deed that is inconsistent with them.

- (7) The Registered Owner shall deposit a full copy of the Slopes Maintenance Manual(s) in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (8) (a) The Registered Owner shall at its own costs compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations ("maintenance manual for the Works and Installations") setting out the following :-
- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) Recommended maintenance strategy and procedures;
 - (iv) A list of items of the Works and Installations requiring routine maintenance;
 - (v) Recommended frequency of routine maintenance inspection;
 - (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) The Registered Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (9) The Second Schedule hereto and the maintenance manual for the Works and Installations may be revised (including but not limited to the addition of works and installations in the Development, the updating of maintenance strategies in step with changing requirements etc.) if necessary.
- (10) The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the Second Schedule hereto and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (11) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.
- (12) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office within one month from the date of its preparation for inspection by all Owners

free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

- (13) Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions :
- (i) the term of the contract will not exceed 3 years;
 - (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
 - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
- (14) The Manager shall consult (either generally or in any particular case) the Owners' Incorporation at a general meeting of the Owners' Incorporation and adopt the approach decided by the Owners' Incorporation on the channels of communication amongst owners on any business relating to the management of the Development.

THE FIRST SCHEDULE ABOVE REFERRED TO

Part I

Allocation of Undivided Shares

(A) All Houses

205,613 Undivided Shares

Type	House No.	Undivided Shares of each House
S1	First House, 9 Shouson Hill Road	9,260
C1	11A Shouson Hill Road	7,397
C1	11B Shouson Hill Road	7,496
C1	11C Shouson Hill Road	7,491
C1	11D Shouson Hill Road	7,490
C1	11E Shouson Hill Road	7,477
C1	11F Shouson Hill Road	7,393
C1	11G Shouson Hill Road	7,464
S2	Shouson House, 15 Shouson Hill Road	8,547
A1	17A Shouson Hill Road	6,092
A	17B Shouson Hill Road	5,552
A	17C Shouson Hill Road	5,618
A	17D Shouson Hill Road	5,669
B	17E Shouson Hill Road	6,047
B	17F Shouson Hill Road	5,987
B	17G Shouson Hill Road	5,985
B	17H Shouson Hill Road	5,948
B	17J Shouson Hill Road	5,951
B	17K Shouson Hill Road	6,034
B	17L Shouson Hill Road	6,044
B	17M Shouson Hill Road	6,041
A	17N Shouson Hill Road	5,625
A	17P Shouson Hill Road	5,598
A	17Q Shouson Hill Road	5,562
A	17R Shouson Hill Road	5,697
C2	19A Shouson Hill Road	6,572
C2	19B Shouson Hill Road	6,601

C2	19C Shouson Hill Road	6,615
C3	19D Shouson Hill Road	6,675
C2	19E Shouson Hill Road	6,645
S3	Peak House, 19F Shouson Hill Road	9,040
Total :		205,613

(B) Common Areas

5 Undivided Shares

GRAND TOTAL : 205,618 Undivided Shares

Note : Houses Nos.13, 17I and 17O Shouson Hill Road are omitted.

Part II

Allocation of Management Shares

(A) All Houses

205,613 Management Shares

Type	House No.	Management Shares of each House
S1	First House, 9 Shouson Hill Road	9,260
C1	11A Shouson Hill Road	7,397
C1	11B Shouson Hill Road	7,496
C1	11C Shouson Hill Road	7,491
C1	11D Shouson Hill Road	7,490
C1	11E Shouson Hill Road	7,477
C1	11F Shouson Hill Road	7,393
C1	11G Shouson Hill Road	7,464
S2	Shouson House, 15 Shouson Hill Road	8,547
A1	17A Shouson Hill Road	6,092
A	17B Shouson Hill Road	5,552
A	17C Shouson Hill Road	5,618
A	17D Shouson Hill Road	5,669
B	17E Shouson Hill Road	6,047
B	17F Shouson Hill Road	5,987
B	17G Shouson Hill Road	5,985
B	17H Shouson Hill Road	5,948
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B	17K Shouson Hill Road	6,034
B	17L Shouson Hill Road	6,044
B	17M Shouson Hill Road	6,041
A	17N Shouson Hill Road	5,625
A	17P Shouson Hill Road	5,598
A	17Q Shouson Hill Road	5,562
A	17R Shouson Hill Road	5,697
C2	19A Shouson Hill Road	6,572
C2	19B Shouson Hill Road	6,601
C2	19C Shouson Hill Road	6,615

C3	19D Shouson Hill Road	6,675
C2	19E Shouson Hill Road	6,645
S3	Peak House, 19F Shouson Hill Road	9,040
Total :		205,613

Note : Houses Nos.13, 17I and 17O Shouson Hill Road are omitted.

THE SECOND SCHEDULE ABOVE REFERRED TO

Items of the Works and Installations in the Development which will require regular maintenance on a recurrent basis are as follows :-

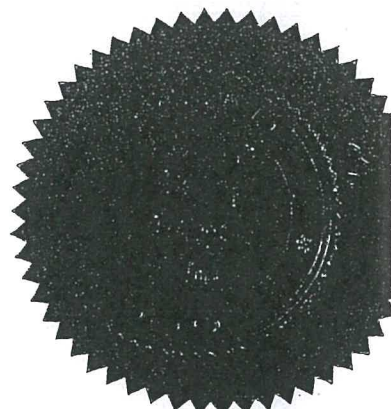
- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the slope structures (if any);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) gas supply system;
- (x) window installations;
- (xi) other major items as from time to time be added or revised.


IN WITNESS whereof the Registered Owner and the Manager have caused their respective Common Seals to be hereto affixed and the First Purchaser hath hereunto set his hand and seal the day and year first above written.


SEALED with the Common Seal of the
Registered Owner and SIGNED by
So Chung Keung Alfred Director
person(s) duly authorized by its Board of
Directors whose signature(s) is/are verified by :-

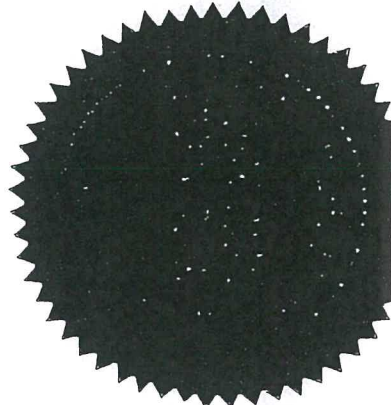
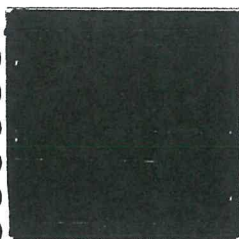

CHAN LAP CHUNG
Solicitor, Hong Kong SAR
Winston Chu & Co.





SEALED with the Common Seal of
the First Purchaser and SIGNED by

person(s) duly authorized by its Board of
Directors in the presence of :-

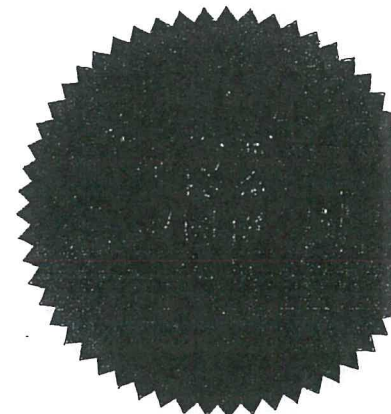

Cheung Fong, Debbie
Solicitor, Hong Kong SAR
Messrs. Baker & McKenzie



SEALED with the Common Seal of the
Manager and SIGNED by
Lam Man Pak, Director
person(s) duly authorized by its Board of
Directors whose signature(s) is/are verified by :-



CHAN LAP CHUNG
Solicitor, Hong Kong SAR
Winston Chu & Co.





ⓑ

SLOPE / RETAINING STRUCTURE


CHAN WAN MING
Authorized Person (Architect)



註冊商標編號 M/N: 12102202230176 AD

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PROJECT

PROJECT
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DEVELOPMENT AT R.B.L. NO.

DEVELOPMENT AT R.B.L. NO.
345 R.P., 9 SHOUSON HILL

343 K.F., 9 SHOU-SUN HILL
ROAD, HONG KONG

ROAD, HONG KONG

DRAWING
CLOSE PLAN

SLOPE PLAN

(500) (10)	7010
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SCALE 1:500 (A2)	NUMBER 3910
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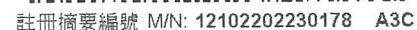
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 CARL A. ALVORD
 Authorized Person Architect



PART PLAN OF
DOUBLE SLAB

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DEVELOPMENT AT R.B.L. NO. 345
R.P., 9 SHOUSON HILL ROAD,
HONG KONG

DRAWING
LOWER GROUND FLOOR PLAN

SCALE 1:600 (A3)

5)	NUMBER 3910
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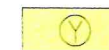
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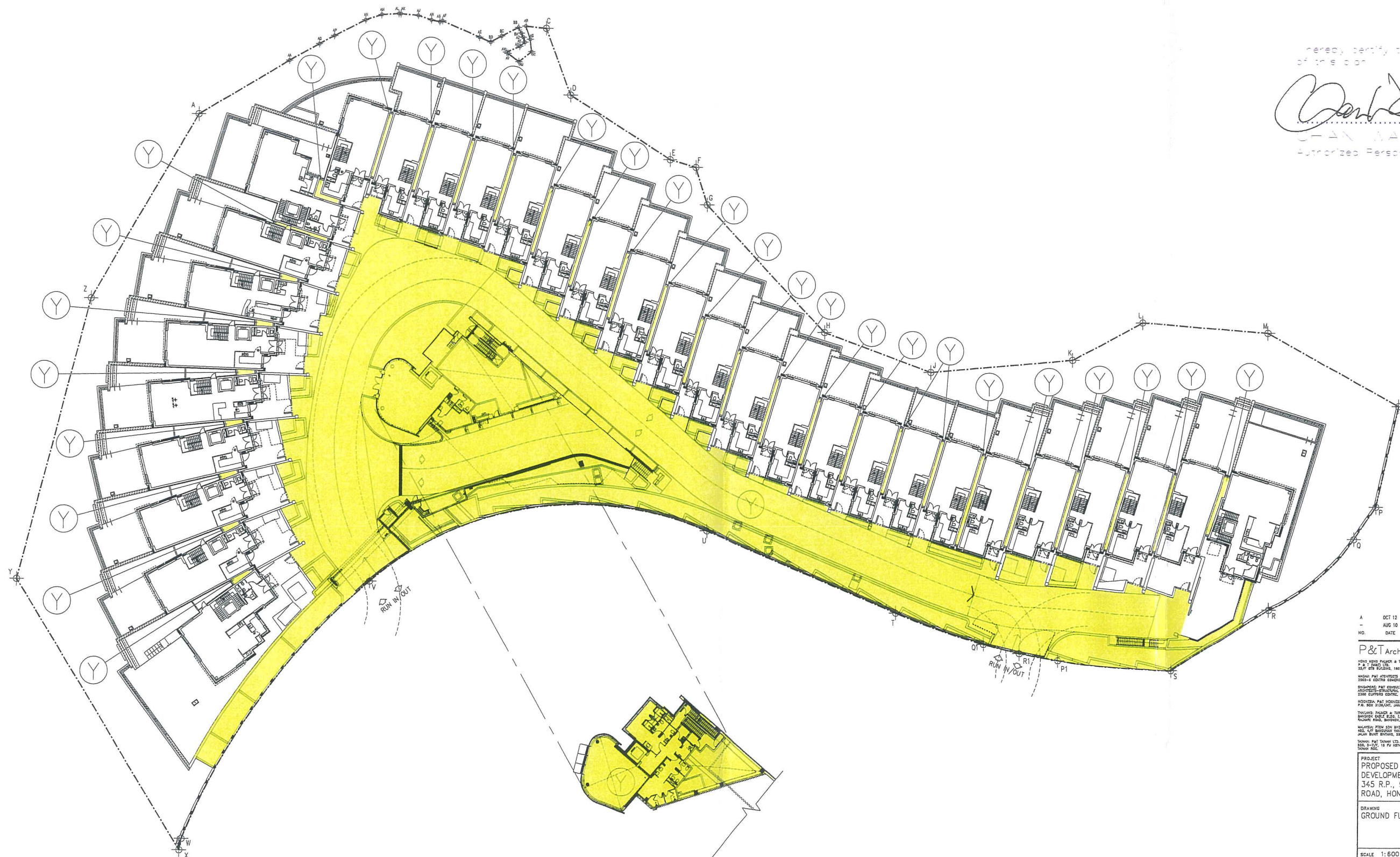
COLOUR LEGEND



COMMON AREA

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CHAN YAN MING
Authorized Person Architect



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345 R.P., 9 SHOUSON HILL
ROAD, HONG KONG

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GROUND FLOOR PLAN

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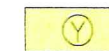
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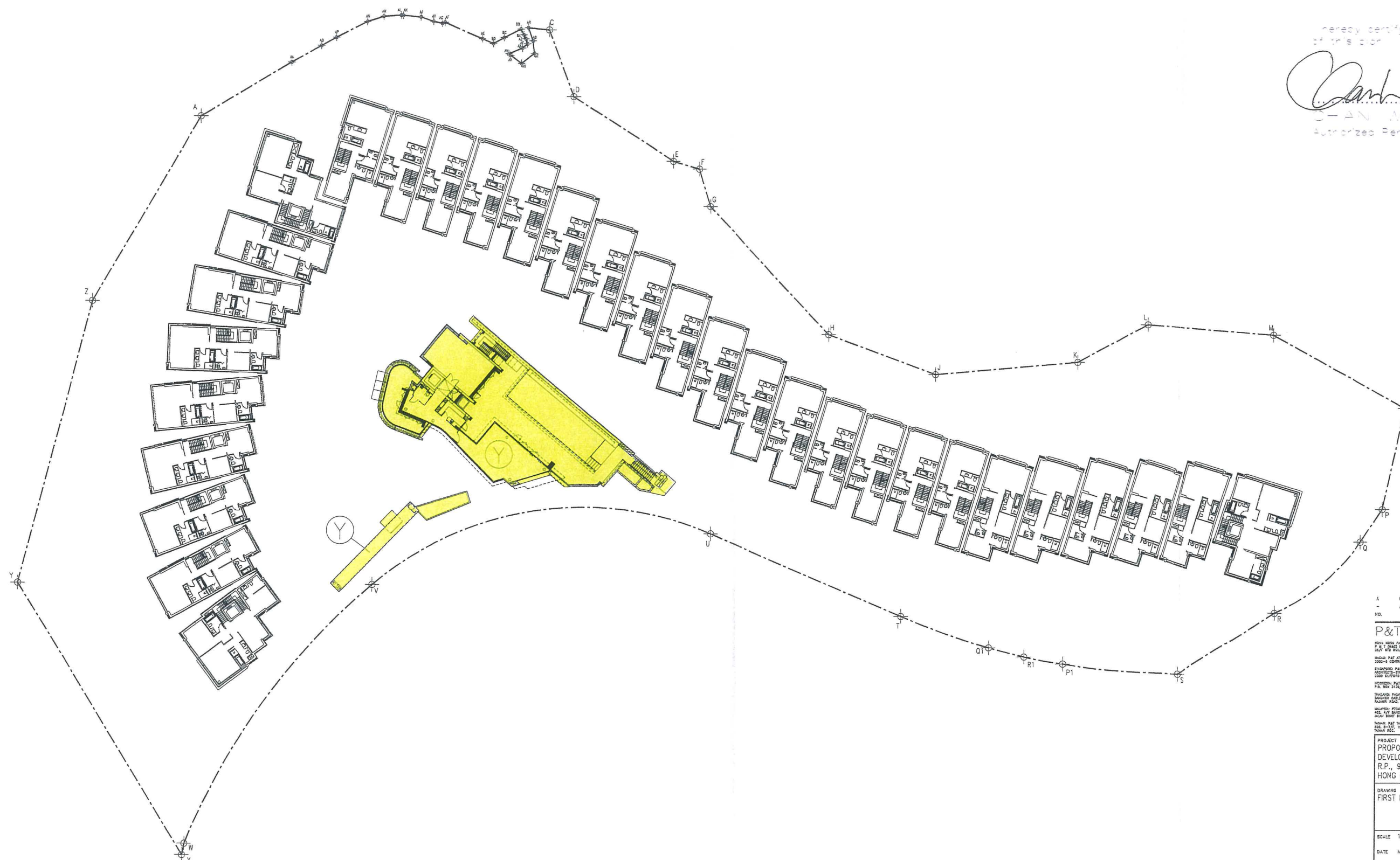
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SCALE 1:600 (A3)

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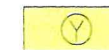
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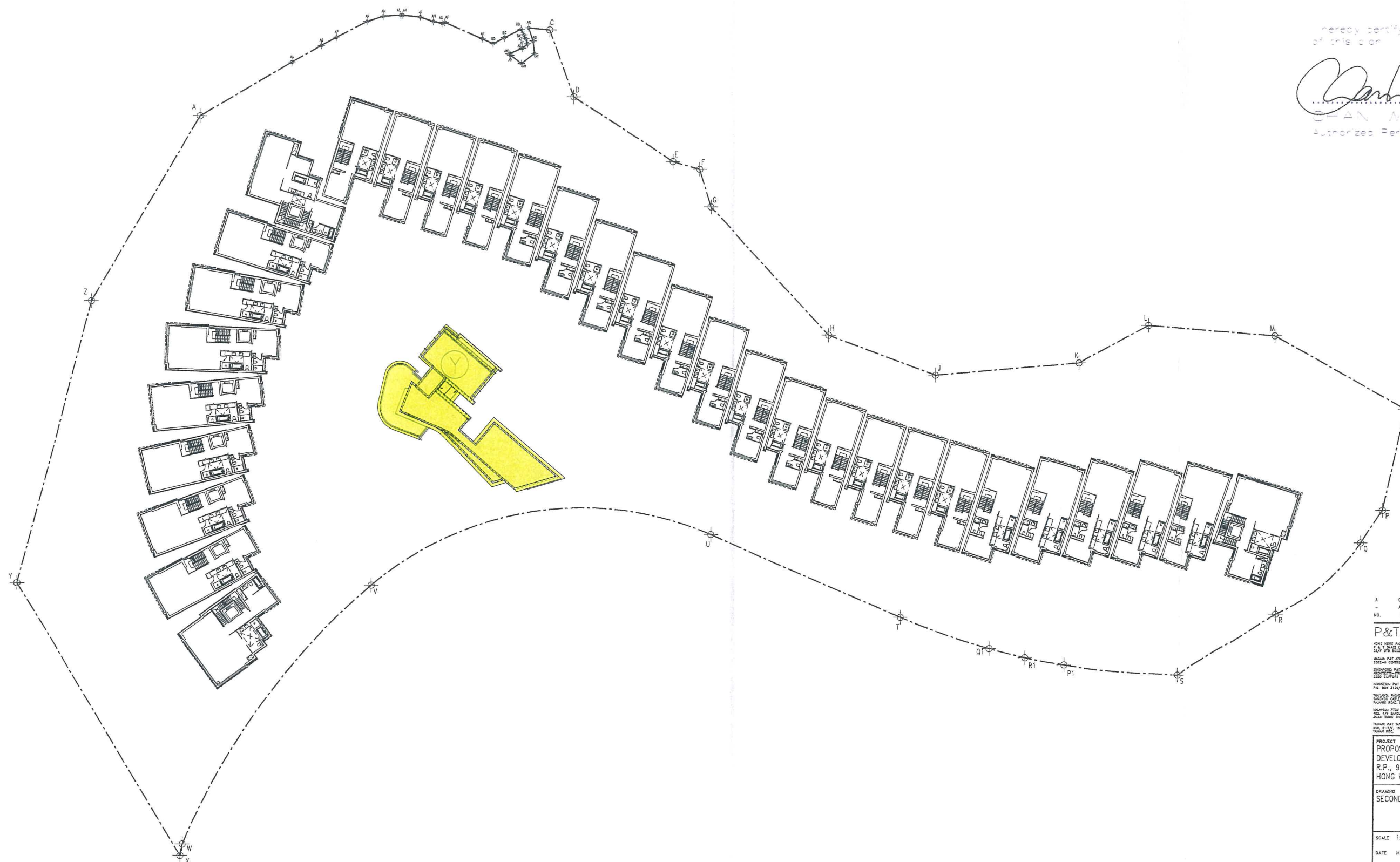
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 SEAN MANNING
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HONG KONG

DRAWING
SECOND FLOOR PLAN

SCALE 1:600 (A3)

DATE MAR., 2008

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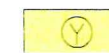
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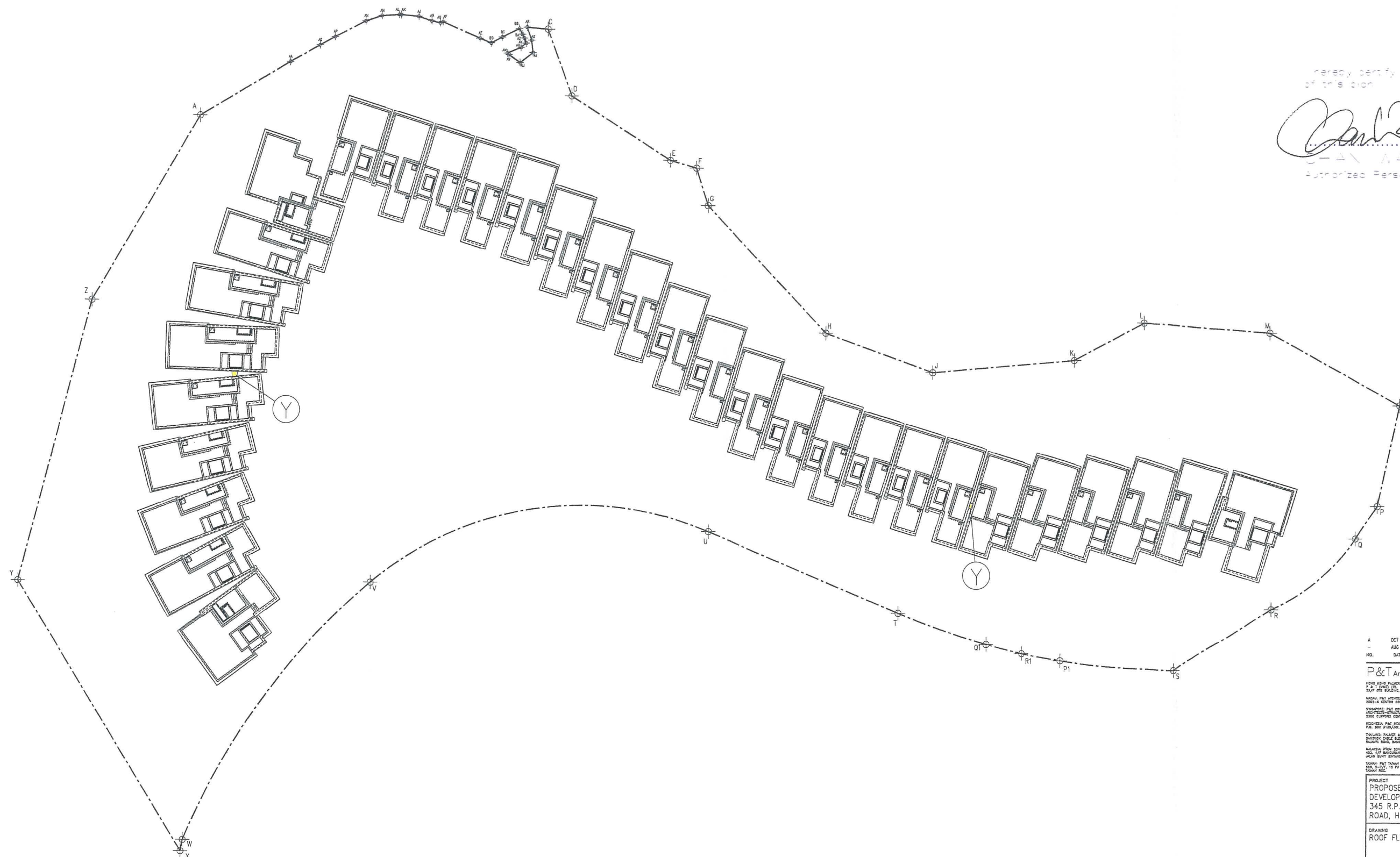
COLOUR LEGEND



COMMON AREA

hereby certify the accuracy
of this copy.

Chen Ming
CHEN MING
Authorized Person Architect



A	OCT 12	SECOND ISSUE
-	AUG 10	FIRST ISSUE
NO.	DATE	AMENDMENT

P&T Architects and Engineers Ltd

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PROJECT
PROPOSED RESIDENTIAL
DEVELOPMENT AT R.B.L. NO.
345 R.P., 9 SHOUSON HILL
ROAD, HONG KONG

DRAWING
ROOF FLOOR PLAN

SCALE 1:600 (A3)

DATE MAR., 2008

DRAWN P & T

	- A				
DESIGNED	CHECKED	APPROVED			

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Dated the 3rd day of October 2012

GOODWICK LIMITED

and

[REDACTED]

and

SUPREME MANAGEMENT SERVICES LIMITED

DEED OF MUTUAL COVENANT
INCORPORATING MANAGEMENT AGREEMENT



註冊摘要編號 Memorial No.:
12102202230178

本文書於2012年10月22日在土地註冊處
以上述註冊摘要編號註冊。

This instrument was registered in the
Land Registry by the above Memorial
No. on 22 October 2012.

Wip Sui Fan

土地註冊處處長
Land Registrar

WINSTON CHU & COMPANY

Solicitors & Notaries
608 One Pacific Place
88 Queensway
Hong Kong
Tel : 2845-8138
Fax : 2845-5964

Ref: WC/JT/393/2009 Type : CLC/clm

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Deed of Mutual Covenant-No.9 Shouson Hill Road