

Dated the 20th day of March 2019.

BIG NICE DEVELOPMENT LIMITED
(鉅美發展有限公司)

And

POLY (HONG KONG) PROPERTY MANAGEMENT COMPANY LIMITED
(保利(香港)物業管理有限公司)


and

**DEED OF MUTUAL COVENANT INCORPORATING
MANAGEMENT AGREEMENT**

OF

NEW KOWLOON INLAND LOT NO. 6527

KAO, LEE & YIP
SOLICITORS & NOTARIES
17TH FLOOR, GLOUCESTER TOWER
THE LANDMARK, CENTRAL
HONG KONG SAR

K/BY/82460/MK (CV) 

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THIS DEED made the 20th day of March 2019

AMONG:

- (1) **BIG NICE DEVELOPMENT LIMITED (鉅美發展有限公司)** whose registered office is at Room 2501, 25/F, Admiralty Centre, Tower 1, 18 Harcourt Road, Hong Kong (hereinafter called "the Registered Owner" which expression shall, where the context so admits, include its successors and assigns);
- (2) **POLY (HONG KONG) PROPERTY MANAGEMENT COMPANY LIMITED (保利(香港)物業管理有限公司)** whose registered office is at Room 2501, 25/F, Admiralty Centre, Tower 1, 18 Harcourt Road, Hong Kong (hereinafter called "the DMC Manager"); and
- (3) holder of Hong Kong Identity Card Number Vibe Centro, 9 Muk Ning Street, Kowloon, Hong Kong (hereinafter called "the Covenantee Owner" which expression shall, where the context so admits, include his executors, administrators and assigns and, in the case of a corporation, its successors and assigns).

WHEREAS:

- (1) Immediately prior to the assignment to the Covenantee Owner of the premises hereinafter referred to, the Registered Owner was in exclusive possession of ALL THAT piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO.6527 (hereinafter referred to as "the Land") HELD from the Government (hereinafter defined) for the residue of the term of years and upon such terms and conditions as are set out in the First Schedule hereto.
- (2) The Registered Owner has erected on the Land the Development and has obtained the Occupation Permit from the Building Authority.
- (3) For the purpose of sale, the Land and the Development have been notionally divided into 51561 equal undivided parts or shares which are more particularly set out in the Second Schedule hereto.
- (4) For the purpose of fixing and determining the amount to be contributed by each Owner to the management expenses of the Development, Management Shares shall be allocated to the part or parts of the Development in the manner as are more particularly provided in the Third Schedule hereto.

(5) By an Assignment bearing even date herewith, made between the Registered Owner of the one part and the Covenanting Owner of the other part, the Registered Owner has assigned unto the Covenanting Owner All Those equal undivided 51561st 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 of the Development ("First Unit").

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

(7) The Director of Lands has given his approval to the terms of this Deed in accordance with Special Condition No.(14)(a) of the Government Grant.

NOW THIS DEED WITNESSES as follows:

SECTION I

DEFINITIONS

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

"Annual General Meeting" An annual general meeting of the Owners of the Development convened in accordance with this Deed.

"Authorized Person" Mr. Wong Ming Yim of DLN Architects Limited (formerly known as Dennis Lau & Ng Chun Man Architects & Engineers (HK) Limited), and this expression shall include any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) for the time being appointed by the Registered Owner in his place.

"Bicycle Parking Spaces" The spaces for the parking of bicycles referred to in Special Condition No. (18)(d) of the Government Grant. "Bicycle Parking Space" shall be construed accordingly.

"Building Management Ordinance" Building Management Ordinance (Cap. 344 of the Laws of Hong Kong) and any statutory amendments, modifications or re-amendments thereof for the time being in force.

"Car Park" Either a Residential Parking Space or a Motor Cycle Parking

Space to which a specific number of undivided shares is allocated or sub-allocated in accordance with this Deed and is intended for separate and exclusive use, possession and occupation by the Owner(s) thereof (but, for the avoidance of doubt, excluding any part of the Common Areas and Common Facilities). "Car Parks" shall be construed accordingly.

"Car Park Common Areas"

All those areas or parts of the Land and the Development the right to the use of which is designated by the Registered Owner in accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of all the Car Parks and which is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, driveways, passages (which, for the avoidance of doubt, include the Car Park stairways), cleaner's room for car park, fan rooms (excluding those forming part of the Development Common Areas or the Residential Common Areas), switch rooms (which, for the avoidance of doubt, include the EV switch room) and Exhaust Air Duct for Carpark. For the purpose of identification, the Car Park Common Areas are shown coloured indigo on the B/F Plan and G/F Plan annexed hereto, and certified as to their accuracy by or on behalf of the Authorized Person.

"Car Park Common Facilities"

All those installations and facilities in connection with or ancillary to the Car Park Common Areas and/or otherwise, used in common by, or installed for the common benefit of, the Owners and occupiers of all the Car Parks and not for the exclusive use or benefit of the Owner or occupier of any particular Car Park or the Development as a whole and, without limiting the generality of the foregoing, including ramps, drop-bars, drains, manhole(s), channels, water mains (if any), sewers, gutters, watercourses, wells (if any), pipes, pumps, salt and fresh water intakes (if any) and mains, wires and cables, firefighting and security installations and equipment, switches, meters, lighting, refuse disposal equipment and facilities, ventilation air duct and plant room, access barrier equipment, petrol interceptor and other apparatus, devices, equipment, systems and facilities of and in the Development within the Car Park Common Areas.

"Chairman"

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

"Common Areas"

All of the Development Common Areas, Residential Common Areas and Car Park Common Areas.

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| "Common Facilities" | All of the Development Common Facilities, Residential Common Facilities and Car Park Common Facilities. |
| "Development" | The whole of the development now erected on the Land and now known as "Vibe Centro (龍譽)". |
| "Development Common Areas" | <p>All those areas or parts of the Land and the Development the right to the use of which is designated for the common use and benefit of the Owners and occupiers of all the Units, and which is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which <u>include</u>, without limiting the generality of the foregoing:</p> <p>(i) external walls of the Development, which said external walls <u>include</u>, without limitation:</p> <ul style="list-style-type: none"> (a) boundary walls and their ancillary parts including gates, railings and doors of or in such boundary walls (if any); (b) curtain walls (excluding those forming part of the Residential Common Areas and the Residential Units) (if any); and (c) architectural fins and features (if any) forming part of or on such external walls and/or curtain walls; <p>but, for the avoidance of doubt, EXCLUDE:</p> <ul style="list-style-type: none"> (d) the external walls which form part of the Residential Common Areas; and (e) the internal surfaces of the walls enclosing any Residential Unit and the railings, glass balustrades, sliding doors or swing doors to balconies or utility platforms and windows and the frames and panes of sliding doors or swing doors to balconies or utility platforms and windows of or forming part of any Residential Unit; and (f) the internal surface(s) of the fence wall(s) of a Residential Unit abutting onto any part of the Development Common Areas or the Development Common Facilities or the Residential Common Areas or the Residential Common Facilities (if any), which said internal surface(s) shall form part of the relevant Residential Unit; <p>(ii) the Slopes and Retaining Walls (if any) which are located within the Land;</p> <p>(iii) pedestrian walkways, passages and stairways (excluding those forming part of the Residential Common Areas and Car Park Common Areas);</p> <p>(iv) driveways (excluding those forming part of the Residential</p> |

- Common Areas and Car Park Common Areas);
- (v) the Landscaped Areas (including, but not limited to, the Greenery Area, the covered landscaped area and the landscaped flat roof but excluding those forming part of the Residential Common Areas);
 - (vi) the Visitors' Parking Spaces (which, for the avoidance of doubt, include the Parking Spaces for the Disabled Persons);
 - (vii) the Loading and Unloading Spaces;
 - (viii) the Bicycle Parking Spaces;
 - (ix) EVA, the Pink Hatched Black Area (excluding those forming part of the Residential Common Areas and those forming part of the Residential Units), watchmen room(s), Transformer Rooms;
 - (x) the Building Management Office, and (if any) store room and management accommodation for watchmen and caretakers;
 - (xi) the Owners' Corporation Office;
 - (xii) exhaust air duct for refuse storage and material recovery chambers and smoke outlets; and
 - (xiii) such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance but shall exclude the Car Park Common Areas and the Residential Common Areas.

For the purpose of identification, the Development Common Areas are shown coloured green and green hatched black on the B/F Plan, G/F Plan, Tower 2 1/F Plan and Tower 5 1/F Plan annexed hereto, and certified as to their accuracy by or on behalf of the Authorized Person.

"Development
Common Facilities"

All those installations and facilities in connection with or ancillary to the Development Common Areas and/or otherwise, used in common by, or installed for the common benefit of, the Owners and occupiers of all the Units of the Development as part of the amenities thereof and not for the exclusive benefit of any individual Owner of a Unit and, without limiting the generality of the foregoing, including drains, manhole cabinet(s), channels, water mains, sewers, gutters, watercourses (if any), cables, wells (if any), town gas valve cabinet(s), pipes, pumps, wires, salt and fresh water intakes and mains, firefighting and security equipment and facilities, pumps, switches, meters, meter cabinet(s), lighting, sanitary fittings, refuse disposal equipment and facilities, communal aerials and other apparatus, devices, equipment, systems and facilities and including also electric vehicle charging facilities serving the Visitors' Parking Spaces

exclusively.

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| “Fire-rated Wall(s) of Open Kitchen Unit” | The wall(s) having a fire resistance rating of not less than -/30/30 adjacent to the door of an Open Kitchen Unit provided in accordance with the Code of Practice for Fire Safety in Buildings 2011 (October 2015 version) promulgated by the Buildings Department including subsequent variations or amendments thereto from time to time made by the Buildings Department and/or any other relevant Government authorities, which wall(s) is/are, for the purpose of identification only, shown marked “FIRE RATED WALL” on the plans annexed hereto and certified as to their accuracy by or on behalf of the Authorized Person. |
| “Fire Service Installations for Open Kitchen Units” | Automatic sprinkler systems and automatic detection systems (including sprinkler heads, smoke detectors, fire detection and alarm systems) and other fire-safety provisions for the open kitchens provided in accordance with the Fire Safety Management Plan within and forming part of the Open Kitchen Units. |
| “Fire Safety Management Plan” | The fire safety management plan of the Development, a copy of which is annexed to this Deed forming part of the Fifth Schedule. |
| “Flat Roof Unit” | <p>A Residential Unit which comprises a flat roof(s) to the extent it/they form(s) part of the Residential Unit and in respect of which the Owner of the Residential Unit is entitled to exclusive possession, use and/or enjoyment, and means any one of the following:</p> <ul style="list-style-type: none">(a) Tower 1A: Unit A on 37/F-38/F and Roof;(b) Tower 2A: Unit B on 5/F;(c) Tower 2A: Unit A on 37/F-38/F and Roof;(d) Tower 3: Unit A21, A22, A23 and A25 each on 2/F-3/F;(e) Tower 3: Unit B21, B22, B23 and B25 each on 2/F-3/F;(f) Tower 5: Unit C21, C22, C23, C25, C26, C27 and C28 each on 2/F-3/F;(g) Tower 5: Unit D22 on 2/F, 3/F and 5/F. |
| | “Flat Roof Units” shall be construed accordingly. |
| “gondola(s)” | The gondola(s) of the Development and/or any other apparatus, equipment and/or building management device or system including, without limitation, all brackets, hinges, posts, parts and other related equipment. |
| “Government” | The Government of The Hong Kong Special Administrative |

Region for the time being entrusted with the rule and administration of The Hong Kong Special Administrative Region including any government department(s) and/or any other persons acting with the authority of the Government of The Hong Kong Special Administrative Region.

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| "Government Grant" | The Government Lease of the Land more particularly described in the First Schedule hereto as modified by any subsequent variations or modifications thereof (if any) as approved by the Director of Lands. |
| "Greenery Area" | The area as defined in Special Condition No. (5)(b)(ii) of the Government Grant. |
| "Green and Innovative Features" | All those green and innovative features which are exempted, by the Building Authority and the Director of Lands, from the calculation of gross floor area or site coverage, or both, of the Development and which comprise utility platforms, balconies, covered areas underneath the utility platforms and balconies as, insofar as any of the same is identifiable on plan, indicated respectively on the plans annexed hereto, and certified as to their accuracy by or on behalf of the Authorized Person. |
| "Hong Kong" | The Hong Kong Special Administrative Region. |
| "House Rules" | The rules which have been or may from time to time be made in accordance with the Building Management Ordinance and pursuant to this Deed by the Manager relating to the use, operation, maintenance, management and administration of the Development or any part or parts thereof including any amendments made thereto from time to time. |
| "Landscaped Areas" | The area or areas landscaped in accordance with Special Condition No. (5) of the Government Grant. |
| "Loading and Unloading Spaces" | Loading and unloading bays Nos. L1, L2, L3 and L5 provided within the Development in accordance with Special Condition No. (19)(a) of the Government Grant. |
| "maintain" | Operate, service, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, renovate, improve and decorate, or any one or more of the foregoing as may be applicable in the circumstances and in the interest of good estate management; and "maintenance" shall be construed accordingly. |

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| "management" | All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed. |
| "Management Budget" | The annual budget prepared by the Manager in accordance with Subsection D of Section VI of this Deed. |
| "management expenditure" or "management expenses" | All costs, expenses and charges reasonably and necessarily incurred, or to be incurred, for the management of the Land and the Development, including Manager's Remuneration. |
| "management fund" | All monies received, recovered or held by the Manager pursuant to this Deed except only the Manager's Remuneration and the Special Fund. |
| "Management Shares" | The shares allocated or to be allocated to the Units of the Development as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner. |
| "Manager" | The DMC Manager or any other manager for the time being appointed under the provisions in this Deed to manage the Land and the Development pursuant to the provisions of this Deed. |
| "Manager's Remuneration" | The remuneration payable to the Manager pursuant to the provisions of this Deed. |
| "Motor Cycle Parking Space" | A motor cycle parking space provided in the Development in accordance with Special Condition No. (18)(c)(i) of the Government Grant as may be varied by Special Condition No. (20) of the Government Grant (excluding any such space that forms part of the Common Areas) and each space shall be a space shown on the approved carpark layout plan under Special Condition No.(24) of the Government Grant. "Motor Cycle Parking Spaces" shall be construed accordingly. |
| "Non-enclosed Areas" | All those utility platforms, balconies, and the covered areas underneath the utility platforms and balconies as, insofar as any of the same is identifiable on plan, indicated respectively on the plans annexed hereto, and certified as to their accuracy by or on behalf of the Authorized Person. Covenants and provisions applicable to the same are contained in Clause 72 of this Deed. |
| "Occupation Permit" | An Occupation Permit (including a temporary Occupation Permit) relating to the Development issued by the Building |

Authority.

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| "Open Kitchen Unit" | A Residential Unit in which an open kitchen design is adopted, and which Residential Unit is, for the purpose of identification only, shown marked "OPEN KIT." on the plans annexed hereto and certified as to their accuracy by or on behalf of the Authorized Person. "Open Kitchen Units" shall be construed accordingly. |
| "Owner or Owners" | The person or persons who, for the time being, appear(s) from the records at the Land Registry to be the owner(s) of the undivided share(s) and shall include the registered mortgagee (as defined in the Building Management Ordinance) in possession of the undivided share(s). |
| "Owners' Committee" | The Owners' Committee formed under the provisions of this Deed. |
| "Owners' Corporation" | The Owners' Corporation of the Development incorporated under the Building Management Ordinance. |
| "person" | A natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint venture or trust. |
| "Parking Spaces for the Disabled Persons" | The spaces Nos.V3, V6 and V7 for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation as referred to in Special Condition No.(18)(b)(i) of the Government Grant. |
| "Pink Hatched Black Area" | The Pink Hatched Black Area as defined in Special Condition No. (7) of the Government Grant as shown coloured hatched black, green hatched black and yellow hatched black on the plans annexed hereto, and certified as to their accuracy by or on behalf of the Authorized Person. Covenants and provisions applicable to the same are contained in Clauses 18 and 74 of this Deed. |
| "Pink Hatched Black Area Units" | <p>The Residential Units in respect of which a part or parts of each of such Residential Units (such part or parts referred to in Clause 74 as "relevant part") comprise or comprises a part or parts of the Pink Hatched Black Area, namely:</p> <p>(a) Tower 3: Unit A1, A2, A3, A5 and A6 each on G/F and 1/F; (b) Tower 5: Unit C1, C2, C3, C5, C6, C7, C8, D1 and D2 each</p> |

on G/F and 1/F.

“Pink Hatched Black Area Unit” shall be construed accordingly.

- "Plans" The plans for the development of the Land as approved by the Building Authority under Reference No. BD 2/4040/14, including any approved amendments thereto.
- “Recreational Facilities” All recreational facilities and landscape areas and ancillary facilities including the clubhouse building and other areas or facilities provided within the Development, in accordance with Special Condition No.(9) of the Government Grant, for the common use and benefit by the residents of the Residential Units and their bona fide visitors.
- “Residential Common Areas” All those areas or parts of the Land and the Development the right to the use of which is designated for common use and benefit of the Owners and occupiers of all Residential Units, and which is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Residential Unit, and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include:
- (i) external walls of the Recreational Facilities and external walls of Residential Units, all of which said external walls include, without limitation:
 - (a) curtain wall system (except window panes forming part of the curtain wall system and wholly enclosing or fronting a Residential Unit and the openable windows of the curtain wall system wholly enclosing or fronting a Residential Unit which said window panes and openable windows shall form part of the relevant Residential Unit);
 - (b) architectural fins and features (if any) forming part of or on such external walls and/or curtain walls; and
 - (c) the external surfaces (including the top surfaces) of the fence walls of any Residential Units abutting onto any part of the Development Common Areas or the Development Common Facilities or abutting onto any part of the Residential Common Areas or the Residential Common Facilities (if any);
- but, for the avoidance of doubt, EXCLUDE:
- (d) the external walls (including boundary walls and any curtain walls) which form part of the Development Common Areas; and
 - (e) the internal surfaces of the walls enclosing any

Residential Unit and exclude also the railings, glass balustrades, sliding doors or swing doors to balconies or utility platforms and windows and the frames and panes of the sliding doors or swing doors to balconies or utility platforms and windows and any louvers and louver frames (if any) forming part of any Residential Unit); and

- (f) the internal surface(s) of the fence wall(s) of a Residential Unit abutting onto any part of the Development Common Areas or the Development Common Facilities or the Residential Common Areas or the Residential Common Facilities (if any), which said internal surface(s) shall form part of the relevant Residential Unit;
- (ii) the Landscaped Areas (including, but not limited to, the Greenery Area and the covered landscaped area but save and except any of the Landscaped Areas that form part of the Development Common Areas);
- (iii) lobbies and reception counters, passages and stairways, lifts and stores of or forming part of the Towers;
- (iv) the Pink Hatched Black Area (excluding those forming part of the Development Common Areas and those forming part of the Residential Units), the Recreational Facilities and sky garden;
- (v) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (vi) access to access opening for operating CCTV imaging device for drainage inspection and working space for maintenance; and
- (vii) such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance but shall exclude the Development Common Areas and the Car Park Common Areas.

For the purpose of identification, the Residential Common Areas are shown coloured yellow and yellow hatched black on the plans annexed hereto, and certified as to their accuracy by and on behalf of the Authorized Person.

“Residential
Common Facilities”

All those installations and facilities in connection with or ancillary to the Residential Common Areas (which, for the avoidance of doubt, include the Recreational Facilities), and/or otherwise, used in common by, or installed for the common benefit of, the Owners and occupiers of all the Residential Units and not for the exclusive use or benefit of any individual Residential Unit or the Development as a whole and which,

without limiting the generality of the foregoing, include gondola(s), drains, switches, meters, pipes, pipe ducts, pumps, air ducts, hose reels, wires, cables, lights, antennae, external decorative aluminium cladding and louvres, lifts, lift doors, lift call buttons and indicators and manual fire alarm, installations and facilities in the lift machine rooms, fire warning and firefighting equipment, fire-rated and fire-escape doors, refuse disposal equipment and apparatus, and other services, apparatus, devices, equipment, systems and facilities, whether ducted or otherwise.

“Residential Parking Space”

A parking space (including the electric vehicle charging facility and facilities exclusively serving the space) provided within the Development in accordance with Special Condition No.(18)(a)(i) of the Government Grant as may be varied pursuant to Special Condition No. (20) of the Government Grant and each space shall be a space shown on the approved carpark layout plan under Special Condition No.(24) of the Government Grant. “Residential Parking Spaces” shall be construed accordingly.

“Residential Unit”

A domestic unit within a Tower of the Development designated for residential use, and of which an Owner, as between himself and other Owners or occupiers of such other domestic units, is entitled to separate and exclusive use, possession and occupation, and to which equal undivided shares of the Land and the Development have been or may be allocated in accordance with this Deed and including:

- (a) the inner half of any party wall(s) separating the domestic unit from another domestic unit or from the Residential Common Areas or the Residential Common Facilities (if any), which, for the avoidance of doubt, INCLUDE any fence wall(s) separating the flat roofs, roofs or gardens of two domestic units or any parts thereof;
- (b) the internal surface(s) of the fence wall(s) of the domestic unit abutting onto any part of the Development Common Areas or the Development Common Facilities or the Residential Common Areas or the Residential Common Facilities (if any);
- (c) any balcony, any utility platform, any air-conditioning platform, any garden, any stairhood, any stairhood roof, any flat roof, any roof and any Void(s) and any covered areas underneath the utility platforms and balconies held

with or forming part of such domestic unit and shown, insofar as any of the same is identifiable on plan and for identification purpose, marked with "BAL" and shown coloured cross-hatched Black (in the case of a balcony), and marked with "U.P." and shown coloured stippled Black (in the case of a utility platform) on the plans annexed hereto, certified as to their accuracy by or on behalf of the Authorized Person;

- (d) window panes forming part of the curtain wall system of the Development and wholly enclosing or fronting the domestic unit and the openable windows of the curtain wall system of the Development wholly enclosing or fronting the domestic unit; and
- (e) any railings, louvers, grilles, balustrades or planters enclosing or attached to any balcony, utility platform, air-conditioning platform, stairhood roof, flat roof or roof or covered areas underneath the utility platforms and balconies held with or forming part of such domestic unit;
- (f) all glazing, window panes, window frames, railings and glass balustrades, doors and door frames, and louvers and louver frames (if any) of, in, inside or forming part of such domestic unit or of, in, inside or forming part of any balcony, utility platform, air-conditioning platform, garden, stairhood roof, flat roof or roof or covered areas underneath the utility platforms and balconies held with or forming part of such domestic unit (including any one or more of the aforesaid that may be attached to, on or forming part of any curtain walls or curtain wall system of the Development);
- (g) all internal finishes of such domestic unit including those of any balcony, any utility platform, any air-conditioning platform, any garden, any stairhood, any stairhood roof, any flat roof and any roof and any covered areas underneath the utility platforms and balconies held with, forming part of or assigned together such domestic unit including those attached to any structural or load bearing elements enclosing, adjoining or inside such domestic unit (or any balcony, any utility platform, any air-conditioning platform, any garden, any stairhood, any stairhood roof, any flat roof and any roof and any covered areas underneath the utility platforms and balconies held with,

forming part of or assigned together with such domestic unit;

- (h) all non-structural and non-load bearing internal partitions of such domestic unit;
- (i) the inner half of any non-structural or non-load bearing elements separating such domestic unit (or any balcony, utility platform, air-conditioning platform, garden, stairhood, stairhood roof, flat roof and roof and covered areas underneath the utility platforms and balconies held with and forming part of the domestic unit) from another domestic unit, or any part of such other domestic unit);
- (j) any water-proofing system on, within, above or below the floor slab of such domestic unit or any balcony, any utility platform, any air-conditioning platform, any garden, any stairhood or any stairhood roof held with or forming part of such domestic unit and associated water-proofing, filter and pump and ancillary systems on, within, above or below any floor slab of such domestic unit, any flat roof and any roof and any covered areas underneath the utility platforms and balconies held with or forming part of such domestic unit;
- (k) the slab separating a part of such domestic unit (or of any balcony, utility platform, air-conditioning platform, garden, stairhood, stairhood roof, flat roof or roof or covered areas underneath the utility platforms and balconies held therewith and forming part thereof) from another part of such domestic unit (or of any balcony, utility platform, air-conditioning platform, garden, stairhood, flat roof or roof or covered areas underneath the utility platforms and balconies held therewith and forming part thereof), and any beam or part of any beam supporting that slab;
- (l) the staircases, stairhood(s) and landings, if any, connecting any roof held with or forming part of such domestic unit;
- (m) any Pink Hatched Black Area (excluding those forming part of the Development Common Areas or the Residential Common Areas) assigned together with such domestic unit for the use exclusively of such domestic unit;

- (n) all systems, equipment, facilities, machinery, fixtures, fittings, pipes and conduits (including any smoke detectors or other fire-safety, fire-prevention or fire-fighting systems, and including drains, pipes, ducts, cables, risers, flues and conduits for transmission of utilities and services and their associated systems, equipment, facilities, machinery, fixtures, fittings, pipes and conduits, and including all or any of the foregoing that are located within any part of the Common Areas) serving exclusively such domestic unit or any part of such domestic unit; and
- (o) all systems, equipment, facilities, machinery, fixtures, fittings, wirings, pipes, ducts, cables, risers, flues and conduits for utilities and services exclusively serving any of the above;

“Residential Units” shall be construed accordingly.

"Slopes and Retaining Walls"

The slopes, slope treatment works, retaining walls and other structures within or outside the Land which are required to be maintained by the Owners under the Government Grant, if any.

“Special Fund”

The fund to be established pursuant to Clause 111 of this Deed and held in separate accounts for relevant Common Areas and Common Facilities by the Manager, as trustee for all Owners in accordance with Clauses 111.1 and 111.2 respectively, to provide for expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Common Facilities, or any relevant part(s) thereof to which the relevant account of the Special Fund relates, the purchase, setting up, replacement, improvement and addition of installations, systems, facilities, equipment, tools, plant and machineries for the Common Areas and Common Facilities, or any relevant part(s) thereof to which the relevant account of the Special Fund relates, and the costs of the relevant investigation works and professional services.

“Tower(s)”

The building or building(s) in the Development containing, inter alia, the Residential Units, which said building(s) is/are shown, for identification purpose, as “Tower 1”, “Tower 2”, “Tower 3” and “Tower 5” on the plans, certified as to their accuracy by and on behalf of the Authorized Person and annexed hereto. The Towers are known as “Tower 1A”, “Tower 1B”, “Tower 2A”, “Tower 2B”, “Tower 3” and “Tower 5”. Tower 1A and Tower

1B are both comprised in Tower 1 (which are for identification purpose shown as "T1A" and "T1B" respectively on the plans, certified as to their accuracy by and on behalf of the Authorized Person and annexed hereto). Tower 2A and Tower 2B are both comprised in Tower 2 (which are for identification purpose shown as "T2A" and "T2B" respectively on the plans, certified as to their accuracy by and on behalf of the Authorized Person and annexed hereto).

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|-----------------------------|---|
| "Transformer Rooms" | All transformer rooms within the Land and the Development including ventilation systems, building services, main walls, cable entry facilities, structures for cable ducts/troughs/risers/draw pits and meter boards serving the transformer rooms. |
| "undivided share or shares" | Any equal undivided share(s) of and in the Land and the Development. |
| "Unit" | A portion in the Development to which equal undivided shares in the Land and the Development have been allocated and of which an Owner, as between himself and other Owners or occupiers of other parts of the Development, is entitled to exclusive possession, being either a Residential Unit or a Car Park. |
| "Visitors' Parking Spaces" | The spaces Nos.V1, V2, V3, V5, V6 and V7 for the parking of licensed motor vehicles referred to in Special Condition No.(18)(a)(iii) of the Government Grant (which, for the avoidance of doubt, include the Parking Spaces for the Disabled Persons). |
| "Void(s)" | The area(s) of the void(s) which is/are exempted from the calculation of gross floor area as shown on the plan(s) annexed hereto, certified as to its/their accuracy by and on behalf of the Authorized Person. |
| "Works and Installations" | The major works and installations in the Development which require regular maintenance on a recurrent basis, a schedule of which, as at the date hereof, is included in the Fourth Schedule to this Deed. |

SECTION II

A. RIGHTS AND OBLIGATIONS OF THE OWNERS

1. The Registered Owner shall, at all times hereafter, subject to and with the benefit of the Government Grant and this Deed, and, subject to Section VIII of this Deed, for the residue of the term of years set out in the First Schedule hereto, have the sole and exclusive right and privilege to hold, use, occupy and enjoy, to the exclusion of the Covenantee Owner, the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof save and except the First Unit and save and except the Common Areas and the Common Facilities.

2. The Covenantee Owner shall, at all times hereafter, subject to and with the benefit of the Government Grant and this Deed, and, subject to Section VIII of this Deed, for the residue of the term of years set out in the First Schedule hereto, have the full and exclusive right and privilege to hold, use, occupy and enjoy, to the exclusion of the Registered Owner, the First Unit together with the appurtenances thereto and the entire rents and profits thereof.

3. Each undivided share of and 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, subject to and with the benefit of the easements, rights, privileges and obligations contained in this Deed.

4. All the Owners (including the Registered Owner), so long as they remain as Owners of the Development shall, at all times hereafter, be bound by, and shall observe and perform, the covenants, provisions and restrictions set out in the Government Grant and this Deed, and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the undivided share or shares held therewith. The Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong) and any statutory amendments, modifications or re-enactments thereof for the time being in force shall apply to this Deed.

5. Subject to the provisions of the Government Grant, every Owner for the time being of any undivided share shall have the full right and liberty, without reference to the other Owners or other persons who may be interested in any other undivided share or shares in any way whatsoever, and without the necessity of making such other Owners or other persons a party to the transaction, to sell, assign, mortgage, lease, licence or otherwise dispose of or deal with his undivided share or interest in the Land and the Development, together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith, but any such sale, assignment, mortgage, lease, licence or other disposal shall be expressly subject to and with the benefit of this Deed.

6. 6.1 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 or otherwise dealt with separately from the undivided share(s) with which the same is held, Provided Always that the provisions of this Clause 6.1 shall not extend to leases or tenancies the terms of which shall not exceed ten years (including any renewal thereof) at any one time.
- 6.2 The right to the exclusive use, occupation and enjoyment of any balconies, utility platforms, air-conditioning platforms, stairhoods, gardens, stairhood roofs, roofs and flat roofs and covered areas underneath the utility platforms and balconies shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which any such balconies, utility platforms, air-conditioning platforms, stairhoods, gardens, stairhood roofs, roofs and flat roofs and covered areas underneath the utility platforms and balconies are held.

B. GENERAL PROVISIONS

7. Residential Parking Spaces and Motor Cycle Parking Spaces shall not be:
 - (a) assigned except
 - (i) together with a Residential Unit or Residential Units; or
 - (ii) to a person who is already the Owner of a Residential Unit or Residential Units;
 - (b) underlet except to residents of the Residential Units

Provided that, in any event, not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the Owner, or underlet to the resident, of any one Residential Unit.

C. ADDITIONAL RIGHTS OF THE REGISTERED OWNER

8. Each and every Owner covenants with the Registered Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the Registered Owner shall bind each and every Owner and their respective successors and assigns and are intended to run, and shall run, with the Land and the Development and any interest therein, and shall apply notwithstanding any provisions to the contrary contained in this Deed, that the Registered Owner shall, for as long as it remains the beneficial owner of any undivided share of and in the Land and the Development, have the right at any time or times, and from time to time as it shall deem fit, to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted

and reserved unto the Registered Owner, without the concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Development, except otherwise provided in the following sub-clauses:

- 8.1 The full and unrestricted right, privilege and power, at all reasonable times hereafter, to enter into and upon all parts of the Land and the Development (save and except those parts of the Development already sold or assigned by the Registered Owner or exclusively owned by the other Owners) with all necessary equipment, plant and materials for the purposes of completing the Development, or any part thereof, in accordance with the Plans and, for such purposes, to carry out all such works in, under or over the Land and the Development as it may from time to time see fit, provided that nothing herein shall absolve the Registered Owner from obtaining any Government approval which may be required for the same. The rights of the Registered Owner to enter the Land and the Development (save and except those parts as aforesaid) to carry out such works shall extend equally to all 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 and the Development (save and except those parts as aforesaid) that the Owners, his/her/their servants, agents or licensees may or may not use or have access to or over while such works are being carried out Provided that:
 - 8.1.1 the Registered Owner shall, at its own expense, make good all damage (if any) caused to other Owners, the Development or any Unit as a result of its acts in the course of the exercise of the rights under this sub-clause;
 - 8.1.2 the Registered Owner shall do what a reasonable person would do in the circumstances to ensure that its agents, contractors and employees would not cause any disturbance and inconvenience to any Owner or occupier of a Unit; and
 - 8.1.3 the Registered Owner shall ensure that an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit and the unimpeded access to and from his Unit shall not be affected.
- 8.2 The right to enter into a supplemental deed(s), or sub-deed(s), of mutual covenant in respect of any part or parts of the Land and the Development owned by the Registered Owner, Provided that such supplemental deed(s), or sub-deed(s), of mutual covenant shall not conflict with the provisions of the Government Grant or this Deed or any other supplemental deed, or sub-deed, of mutual covenant Provided, further, that such supplemental deed(s), or sub-deed(s), of mutual covenant shall require the approval of the Director of Lands, unless the Director of Lands, in its absolute discretion, waives the

requirement of approval of such supplemental deed(s) or sub-deed(s) of mutual covenant.

- 8.3 The exclusive, full and unrestricted right and privilege from time to time to designate and/or re-designate the unit numbering of any part of the Development vested in the Registered Owner, provided that prior written approval of the Building Authority has been obtained.
- 8.4 Subject to the prior written approval of the Owners at an Owners' meeting convened under this Deed, the authority and right for the Registered Owner, at its own cost and expense, to negotiate and agree with the Government any amendment, alteration, variation or addition to the terms and conditions of the Government Grant, without the concurrence or approval of every Owner, and to execute any documents in the name of the Registered Owner only and/or on behalf and in the name of all or some Owners in connection therewith, without the necessity of joining in any other Owner, provided that such amendment, alteration, variation or addition or such documents shall not in any way affect an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict access to or from any part of the Development. Any benefit, payment or compensation received in relation to or incidental to such amendments, alteration, variation or addition or document shall be credited to the relevant account(s) of the Special Fund.
- 8.5 Notwithstanding and without prejudice to the generality of anything hereinbefore contained, subject to the prior written approval of the Owners at an Owners' meeting convened under this Deed, the Registered Owner further reserves the right, at its own cost and expense, to apply to, negotiate and agree with the Government, with a view to amending, varying or modifying the Government Grant (including the plan(s) annexed thereto) or any conditions thereof, for installing, on government land, any pipes, sewers, subways or other facilities, whether serving exclusively the Development or any part thereof, in such manner as the Registered Owner may deem fit, without the concurrence or approval of every Owner, and to execute any documents in the name of the Registered Owner in connection therewith, without the necessity of joining in any other Owners, and any such amendment, variation or modification shall be binding on all the Owners, Provided always that such amendment, variation or modification shall not in any way affect or interfere with the Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict access to or from any part of the Development, Provided That nothing herein shall impose any obligation on the Registered Owner to make any modification to the Government Grant or to enter into any other documents referred to above.

- 8.6 The full right and power to designate and declare, by deed or in writing, any area(s) or part(s) of the Land or the Development the sole and exclusive right to hold, use, occupy and enjoy of which and to receive the rents and profits therefrom is, for the time being, owned by the Registered Owner, to be additional Residential Common Areas or Development Common Areas or Car Park Common Areas whereupon, with effect from or for the duration of such designation or declaration, such area(s) or part(s) shall form part of the relevant type of Common Areas as hereinbefore defined, and the Owners or relevant Owners shall contribute to the maintenance and upkeep of the same, as if they were part of the relevant type of Common Areas, Provided that:
- 8.6.1 such designation is for the benefit of all Owners or the relevant Owners and the approval, by a resolution of Owners, at an Owners' meeting convened under this Deed has been obtained;
 - 8.6.2 the exercise of the rights of the Registered Owner under this Clause 8.6 shall not, in any way, affect or interfere with any other Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy such other Owner's Unit and his rights and interests under this Deed in respect of his Unit, and shall not restrict or impede such other Owner's right of access to and from his Unit;
 - 8.6.3 all the undivided shares allocated to the additional Common Areas shall be assigned to, and vested in, the Manager in accordance with the provisions of this Deed by a separate deed;
 - 8.6.4 the Registered Owner shall not have the right to re-convert or re-designate the additional Common Areas mentioned under this Clause to its own use or benefit.
- 8.7 Subject to the prior written approval of the Owners' Committee or the Owners' Corporation, if formed, and the prior written approval of the Building Authority and all other Government authorities (if necessary), the right for the Registered Owner, without the necessity of joining any other Owners as a party, but subject to the provisions of this Deed, from time to time in the name of all Owners to negotiate with Government and to surrender, dedicate or assign any Units (which have not been sold or assigned by the Registered Owner) to the Government or the public, as the case may be, and to accept from Government such land, in exchange for or in addition to the aforesaid Units, as Government shall grant Provided that, in making such surrender, dedication or assignment, the Registered Owner shall not affect or interfere with an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the Owner's access to and from his Unit.

8.8 The full and unrestricted right and privilege to designate or re-designate the name and/or logo of the Development at any time and from time to time as the Registered Owner shall think fit without the concurrence or approval of any Owner and to sign or execute any document or deed in the name of the Registered Owner in relation and/or to give effect thereto, without the necessity of joining in any other Owner, Provided that notice shall have been posted at a prominent place of the Development not less than three (3) months prior to the effective date of such designation or re-designation.

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

10. An Owner shall not assign his Unit unless the relevant assignment includes the following covenants:

“The Purchaser hereby covenants with the Vendor for itself and, if applicable, as agent for Big Nice Development Limited (hereinafter referred to as “Developer”), to the intent that these covenants shall run with the Property and be binding on the Purchaser, his executors, administrators, successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is, and are, hereinafter included in the expression “the Covenantee Purchaser”) and shall enure for the benefit of the undivided share(s) of and in the Land and the Development held by the Vendor and/or (as the case may be) Developer and be enforceable by the Vendor and/or (as the case may be) Developer that:

- (i) the Covenantee Purchaser grants, confirms and acknowledges the rights, liberty and privileges conferred on the Developer as the Registered Owner under Clause 8 of the Deed of Mutual Covenant incorporating Management Agreement, and the Covenantee Purchaser shall not do, or permit anything to be done, which will

affect the exercise of the said rights, liberty and privileges by the Developer.

- (ii) The Covenanting Purchaser hereby appoints the Developer, acting singly, to be its attorney (who may act through such officers or employees as Developer may from time to time appoint) and grants unto the Developer the full right, power and authority to do all acts, matters and things and to execute and sign, seal and, as the act of the Covenanting Purchaser, deliver such deed and to sign such documents or instruments as may be necessary for the exercise of, or incidental to the exercise of, the rights, liberty and privileges conferred on the Developer as the Registered Owner under Clause 8 of the Deed of Mutual Covenant incorporating Management Agreement as aforesaid, and that the Covenanting Purchaser will ratify and confirm all that the Developer shall lawfully do or cause to be done, and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death, incapacity or winding up (as the case may be) of the Covenanting Purchaser.
- (iii) The Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser.
- (iv) The Covenanting Purchaser shall not assign the Property unless the relevant assignment includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein contained

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

SECTION III

EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OR CAR PARK

A. Residential Units

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

- 11.1 Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go, pass or repass, over and along the Residential Common Areas and the Development Common Areas and to use the Residential Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Residential Unit.
- 11.2 The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- 11.3 The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Residential 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 such Residential Unit or the Development or any part or parts thereof, for the proper use and enjoyment of the Residential Unit owned by the Owner.
- 11.4 The right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (if applicable) the Owner of the relevant Unit (which consent shall not be unreasonably withheld), to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance or repair of his Residential Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.
- 11.5 Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go, pass or repass, over and along the Car Park Common Areas for the purpose of gaining access to and from the Visitors' Parking

Spaces (which, for the avoidance of doubt, include the Parking Spaces for the Disabled Persons), Bicycle Parking Spaces and the Loading and Unloading Space(s).

12. All works necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager, who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

B. Car Parks

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

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

13.2 The free and uninterrupted passage and running of water, sewage, electricity, ventilation, and/or various other services from and to the Car Park owned by the Owner, through the sewers, drains, cables, pipes and wires which now are, or may at any time hereafter be, in, under or passing through such Car Park or the Development or any part or parts thereof, for the proper use and enjoyment of the Car Park owned by the Owner.

13.3 The right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (if applicable) the Owner of the relevant Unit (which consent shall not be unreasonably withheld), to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance or repair of his Car Park (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

14. All works necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager, who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH RESIDENTIAL UNIT OR CAR PARK IS HELD

A. Residential Units

15. The following are the easements, rights and privileges subject to which each undivided share and the exclusive right to hold, use, occupy and enjoy each Residential Unit is held:

- 15.1 The Manager shall have full right and privilege, on reasonable notice (except in the case of emergency), with or without his servants, licensees, agents, surveyors, workmen, consultants and contractors and the occupiers of other Residential Units, to enter into, go, pass or repass over, along and upon each Residential Unit for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners, Provided that the Manager shall, in the exercise of such right, at its own cost and expense, repair any damage so caused (if any) and shall be liable for the negligent, wilful or criminal acts of the Manager, his employees and contractors.
- 15.2 Easements, rights and privileges of the Owners of other Residential Units under Clause 11 hereof.
- 15.3 Easements, rights and privileges of the Owners of the Car Parks under Clause 13 hereof.
- 15.4 Easements, rights and privileges of the Registered Owner under Clause 8 hereof.

B. Car Parks

16. The following are the easements, rights and privileges subject to which each undivided share and the exclusive right to hold, use, occupy and enjoy each Car Park is held:

- 16.1 The Manager shall have full right and privilege, on reasonable notice (except in the case of emergency), with or without his servants, licensees, agents, surveyors, workmen, consultants and contractors and the occupiers of the other Car Parks, to enter into, go, pass or repass over, along and upon each Car Park for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners, Provided that the Manager shall, in the exercise of such right, at its own cost and expense,

repair any damage so caused (if any) and shall be liable for the negligent, wilful or criminal acts of the Manager, his employees and contractors.

- 16.2 Easements, rights and privileges of the Owners of other Car Parks under Clause 13 hereof.
- 16.3 Easements, rights and privileges of the Owners of the Residential Units under Clause 11 hereof.
- 16.4 Easements, rights and privileges of the Registered Owner under Clause 8 hereof.

C Provisions applicable to all Owners

17. The Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities, or any part thereof, subject to the provisions of this Deed and the Government Grant.

SECTION V

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

A. Covenants, provisions and restrictions to be observed and performed by the Owners

18. Except as permitted in Special Condition No. (7)(a) of the Government Grant, no building, structure, support for any building or structure, or projection shall be erected or constructed within the Pink Hatched Black Area at or above the ground level of the Pink Hatched Black Area.

19. Every Owner, on ceasing to be the Owner of any Unit of the Development, shall forthwith notify the Manager in writing of such cessation, and of the name and address of the new Owner and, without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.

20. Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of the Unit owned by him, and shall indemnify the other Owners from and against all liability therefor.

21. Each Owner shall pay to the Manager, on or before the due date, his due proportion of the management expenditure and Special Fund as hereinafter provided.

22. No Owner shall make, or allow to be made, any structural alteration or addition to the Unit owned by him which may damage or affect the rights of any other Owner or interfere with the use and enjoyment of any other part or parts of the Development, whether in separate or common occupation and, in any event, no Owner shall make, or allow to be made, any structural alteration to his Unit without obtaining the prior written consent of the Manager. In any event, the Owner of the relevant Unit shall obtain the prior written consent (if necessary) of the Director of Buildings and any other statutory Government authorities in respect of any structural alteration to the relevant Unit. No Owner shall appropriate to his personal use, or cut, injure, alter or interfere with any part of the Common Areas, or any of the Common Facilities, or any equipment or apparatus on, in or upon the Land or the Development, not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.

23. No Owner shall do, permit or suffer to be done, any act or thing in contravention of the covenants and conditions in the Government Grant under which the Land is held from the Government, or whereby any insurance on the Development, or any

part thereof, may become void or voidable, or whereby the premium for any such insurance may be increased and, in the event of any breach of this Clause by an Owner, in addition to any other liability incurred thereby, such Owner shall pay the amount of any increase in premium caused by or on account of such breach. In the event of the Development, or any part thereof, being damaged or destroyed by fire or other perils at any time, and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a fair proportion of the cost of completely rebuilding or reinstating the same.

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

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

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

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

28. Each Owner shall, at his own expense, keep his Unit (including, without limitation, (a) the Green and Innovative Features forming part of such Unit, (b) the Void(s) (if any), (c) the inner half of all party wall(s) separating his Residential Unit from another Residential Unit or from the Residential Common Areas or the Residential Common Facilities (if any) (which, for the avoidance of doubt, INCLUDE any fence wall(s) separating the flat roofs, roofs or gardens of two Residential Units), (d) the internal surfaces

of all fence walls of the Residential Unit abutting onto any part of the Development Common Areas, Development Common Facilities, Residential Common Areas or Residential Common Facilities (if any), (e) the window panes and openable windows of or forming part of the curtain wall system of the Development and wholly enclosing or fronting such Residential Unit, and (f) all the doors and windows of such Residential Unit (including all their panes and frames) forming part of or in any walls (other than the curtain walls) enclosing or forming part of such Residential Unit) in respect of which he is entitled to exclusive possession, use and/or enjoyment and all those fixtures, fittings, pipes, conduits, services or facilities which exclusively serve the same, whether or not they are located inside his Residential Unit (including, without limitation, any pipes, conduits and air-conditioning platform grille which exclusively serves his Residential Unit) in good repair and condition, and shall maintain the same to the satisfaction of the Manager, and in a manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Development or to any part of the Common Areas and/or Common Facilities. Each Owner shall forthwith, at his own cost and expense, repair, reinstate and make good any damage that may be caused at any time and in any manner whatsoever to any part of the Common Areas and/or Common Facilities, by reason of or arising from anything aforesaid failing which the Manager shall be entitled to, and shall at the cost of the defaulting Owner, carry out such repair, maintenance, reinstatement and other works as the Manager may deem fit and all costs and expenses incurred by the Manager in connection with any such repair, maintenance, reinstatement and other works shall be reimbursed, on demand, to the Manager by the defaulting Owner. The expenses of keeping in good and tenantable repair and condition each Residential Unit (including, without limitation, the Void(s) (if any) and the Green and Innovative Features forming part of such Residential Unit) and all the fixtures and fittings and all plumbing and other utility fittings, pipes, conduits and services therein or appertaining thereto (whether or not they are located inside or outside the Unit or inside or outside the windows of or forming part of the curtain wall system) and all the windows, window panes and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use, occupation and enjoyment thereof.

29. No Owner shall erect or install, or permit or suffer to be erected or installed, any partitioning which does not leave clear access for fire exits, and no windows shall be wholly or partially blocked, or light and air therefrom in any way obstructed.

30. No Owner shall use, or permit or suffer to be used, his Unit for any illegal or immoral purpose, and no Owner shall use, or permit or suffer to be used, the Unit owned by him, for any purpose other than that permitted by the Government Grant and the Building Authority and in accordance with the Occupation Permit, any applicable ordinance, code of practice or other regulations and 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 or Buddhist hall, or for the performance of the ceremony known as "Ta Chai (打齋)", or as a boarding house, guest house, hotel apartment, or pawn shop, or for any offensive trade or business, or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of any of the terms and conditions in the Government

Grant, or which may become a nuisance or annoyance to, or cause danger to, any other Owner or occupier for the time being of any other part of the Development.

31. No Owner shall obstruct or encumber any part of the Common Areas or place or leave thereon any article, box, material, refuse or any other matter, thing or item, or permit or suffer any of the aforesaid to happen. No Owner shall use, or suffer or permit to be used any part of such Common Areas for any business or private purpose, and no Owner shall do, or suffer or permit to be done, anything in any part of the Common Areas that may be, or become, a nuisance or that may cause annoyance to any other Owner or occupier of the Development.

32. Each Owner shall only use, and shall procure to be used, the refuse storage and material recovery chambers, refuse storage and material recovery rooms and/or garbage disposal areas (if any) provided in the Development in the manner prescribed by and subject to the House Rules.

33. No Owner shall have any right to enter any of the areas housing any Common Facilities without the prior written consent of the Manager or to alter, repair, connect to, or in any other way interfere with or affect the working of, any of the Common Facilities, and if any Owner should enter any such areas without the prior written consent of the Manager or if any Owner should cause any loss or damage to any of the Common Areas or Common Facilities, whether or not in the course of attempting to enter, repair, connect to or interfere with or affect the working of any of the Common Facilities or otherwise, any remedial work or action that may be required to deal with or address any loss or damage that may have been caused or incurred or that may arise from anything done or cause or permit to be done by an Owner shall be carried out at the expense of such Owner.

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

35. No Owner shall do, or permit to be done, any act or thing which may, or will, in any way alter the external appearance of the Development, or any part thereof and, in particular, no external shade, awning, fence, metal grille, partition or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached, or caused or permitted to remain in, about, on or at any part of the external walls, flat roofs, roofs or upper roofs of the Development, or any part thereof.

36. Save and except for the rights and privileges reserved and as otherwise provided in this Deed, no Owner shall erect, install or, otherwise affix to, or project from or extend beyond, any part of the exterior of the Development, or any part thereof, any external sign, signboard, notice, advertisement, flag, banner, pole, cage, bracket, rack, stand, flower shelf or other projection or structure whatsoever, or permit or suffer any of the

aforesaid to happen without the prior written consent of the Manager and (if necessary) the Director of Lands or other relevant Government authorities, and no Owner shall erect, affix, install or attach, or permit or suffer to be erected, affixed, installed or attached in, to or on external part of, or to be displayed from, any Unit any sign, signboard, notice, advertisement, flag, banner, pole, cage, bracket, rack, stand, flower shelf or other projection or structure of any description whatsoever, whether for advertising or otherwise, without the prior written approval of the Manager and (if necessary) the Director of Lands or other relevant Government Authorities.

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

38. All Owners (including the Registered Owner), as long as they remain Owners, and all residents and occupiers of the Units shall at all times observe and perform the House Rules and comply with the terms and conditions of the Government Grant, and procure their tenants, licensees, servants, agents and visitors to observe and perform the House Rules and comply with the terms and conditions of the Government Grant.

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

40. Each Owner may only hang, dry or place, and procure to be hung, dried or placed, clothing or laundry in the spaces, if any, specifically provided in Residential Units for such purpose and shall not hang or permit or suffer to be hung the same anywhere in the Common Areas or anywhere outside any Residential Unit or on any flat roof, bay window (if any), balcony or air-conditioning platform or in any Car Park or any part thereof.

41. No Owner shall do, or suffer or permit to be done, anything whereby any part of any flushing or drainage system of the Development may be clogged, or whereby the efficient working thereof may be impaired, or whereby the supply of water, electricity or gas shall be affected, or is likely to be affected.

42. No Owner shall store, or permit or suffer to be stored, in the part of the Development owned by him or in any other area, any hazardous, dangerous, explosive or combustible goods or materials, except such as may be permitted by licence issued by the Fire Services Department under the Dangerous Goods Ordinance (Chapter 295 of the Laws of Hong Kong) or other competent authority concerned and, in any event, only with the prior written approval of the Manager.

43. No Owner shall obstruct access to any means of escape in or on any flat roofs, roofs, staircases, entrance foyers, smoke lobbies, lift lobbies or any other areas (be

those Common Areas or not) all of which shall, at all times, remain open and unobstructed, in compliance with the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong), the Code of Practice for the Provision of Means of Escape In Case Of Fire, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) or other relevant Government and other regulations, ordinances, by-laws or codes of practice (collectively "Relevant Regulations"). In case any access is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with Relevant Regulations at the expense of the Owner responsible or in breach or default. Without prejudice to any other provisions in this Deed, the Owner(s) for the time being of any flat roof, roof or stairhood roof shall not erect affix or install, or cause, permit or allow to be erected, affixed or installed any structure on any such flat roof, roof or stairhood roof, save and except with the prior written approval of the Manager and (if necessary) the relevant Government authorities.

44. No Owner shall install, at the entrance to or of any Residential Unit, any metal grille, shutter or gate which may in any way contravene any provision of the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong) or any subsidiary legislation, code of practice, rule or regulations or, in any event, without the prior written consent of the Manager.

45. No Owner shall cause any damage to, or interfere in any way with, the Common Areas and/or the Common Facilities or any part thereof. Each Owner shall, at his own cost and expense, make good any damage that he or any of his tenant, licensee or visitor may have caused to any of the Common Areas and Common Facilities.

46. No Owner shall do anything in or anywhere within the Land or the Development whereby any vibration, resonance excessive noise or other form of disturbance is created to the detriment of the Land or the Development or other persons in or outside the Land or the Development, Provided that the determination of the Manager as to whether any such vibration, resonance or noise or other form of disturbance is excessive shall be conclusive.

47. No Owner shall alter, or permit or suffer to be altered, any part of the sprinkler systems, firefighting equipment or fire prevention systems installed in any part of the Development, except that any such alteration shall be carried out by the Manager, or a registered contractor of reasonable competent skill by relevant industry standards, appointed or approved by the Manager, at the expense of such Owner causing the alteration, in accordance with the Fire Service (Installation Contractors) Regulations (Chapter 95A of the Laws of Hong Kong) and with the prior approval of the Manager and the Fire Services Department.

48. No Owner shall install any air-conditioning unit, fitting or plant or any other fitting or fixture through any window or any part of any external wall of the Development (except in positions already provided for such purpose) without the prior written consent of the Manager and (if necessary) the Director of Lands and/or other relevant Government

authorities to any such installation and the conditions of any such consent having been complied with.

49. No Owner shall use the Common Areas, or any part thereof, for the purpose of drying or hanging laundry, or hanging or placing or storing any dustbin, garbage can, furniture, machinery, goods, personal items or chattels or other things.

50. No Owner shall install any furnace, boiler or other plant or equipment, or use any fuel in any part of the Development that might, in any circumstance, produce smoke, gas, liquid, solid or otherwise, or that may constitute a breach of any provisions of the Government Grant or any legislation, rule or regulation from time to time in force.

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

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

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

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

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

56. The Owners shall, at their own expense, maintain and carry out all works (including, but not limited to, geotechnical investigations, slope treatment, landslide prevention, mitigation and remedial works) in respect of the Slopes and Retaining Walls (if any) as required by the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or

substituted from time to time) and the Maintenance Manual(s) for the Slopes and Retaining Walls prepared in accordance with Geoguide 5. The Registered Owner shall deposit a full copy of such Maintenance Manual(s) with the Manager's office within one month of the date of this Deed, for inspection by the Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the relevant account of the Special Fund.

57. No Owner (including the Registered Owner):

57.1 may convert any of the Common Areas to his own use or for his own benefit, unless the approval of the Owners' Committee has been obtained. Any payment received for any such approval must be credited to the relevant account of the Special Fund.

57.2 will have the right to convert or designate any of his own areas (that is, any of the areas to which he is entitled to exclusive use, occupation or enjoyment) 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.

58. No Owner shall overload the floors of the Development, or any part thereof, or any of the electrical installations and circuits or any of the mains or wiring of or in the Development, or use water supply in any improper manner.

59. No Owner shall construct, install or add, or cause, permit or allow to be constructed, installed or added, any unauthorised structure, addition or alteration of whatsoever nature, on any part of the Development, that may contravene this Deed, any House Rules or any ordinance, by-law, code of practice or regulation promulgated by the Government from time to time.

60. No Owner shall (i) plant or place, or cause, permit or allow to be planted or placed, any tree and shrub or (ii) hang, mount, add, erect, build or install, or cause, permit or allow to be hung, mounted, added, erected, built or installed, any object, structure or other thing on any roof (if any), flat roof (if any) or in any garden (if any) or other area of any Residential Unit owned by him which may cause the maximum floor load-bearing capacity of such roof, upper roof, flat roof, garden or other area to be exceeded, or which may otherwise cause any damage, loss, nuisance, annoyance or disturbance to any of the Common Areas, Common Facilities, other Residential Units or other Owners or occupiers of the Development. No Owner, or any of his tenant, licensee or occupier of any part of the Development shall remove, damage, alter or tamper with any tree, shrub or other plant, or any green feature within the Landscaped Areas or any other Common Areas or Common Facilities.

61. Visitors' Parking Spaces are used for the purpose of the parking of licensed

motor vehicles belonging to the bona fide guests, visitors or invitees of the Owners and occupiers of Residential Units and, in particular, shall not be used for the storage, display or exhibiting of motor vehicles or motor cycles (as the case may be) for sale or otherwise or for the provision of car cleaning and beauty services. In the event that a Visitors' Parking Space is designated as a Parking Space for the Disabled Persons, such parking space shall be used for the parking by disabled persons of licensed motor vehicles belonging to the Owners and occupiers of Residential Units and their bona fide guests, visitors or invitees.

62. The covenants, provisions and restrictions set out in this Sub-Section A shall be subject to, and without prejudice to, the rights reserved to the Registered Owner under Clause 8 of this Deed.

B. Covenants and provisions applicable to Owners of Residential Units

63. No Owner shall, except with the prior written consent of the Director of Lands, carry out or permit or suffer to be carried out any work in connection with any Residential Unit including, but not limited to, any demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit. The decision of the Director of Lands as to what constitutes works resulting in a Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit shall be final and binding on the Owners. The Manager shall deposit in the Manager's office the record provided by the Director of Lands of the information relating to the consent given under the Government Grant for inspection by all Owners free of costs and for taking copies at the Owners' own expense and on payment of a reasonable charge, and all charges received should be credited to the relevant account of the Special Fund.

64. Without prejudice to the other provisions of this Deed, no Owner shall use, or permit or suffer to be used, his Residential Unit for any purpose other than for private residential purposes and, in particular, no Residential Unit shall be used as a boarding house, apartment house, dance hall, ballroom or for any form of commercial letting or occupancy in bed spaces or cubicles or as a hostel or the like.

65. The Owner of each Open Kitchen Unit shall:

- 65.1 observe and comply with, and shall procure and cause his tenants, licensees and/or occupants to observe and comply with, the Fire Safety Management Plan and any supplement, guideline or direction that may be issued or given by the Manager from time to time relating to the Fire Safety Management Plan or its implementation. In particular, the Owner of each Open Kitchen Unit shall, at his own cost and expense, be responsible for the maintenance, inspection, commissioning, testing and certification by registered fire services installation contractors, in accordance with all applicable laws, regulations, codes of practice and maintenance procedures, and the direction

of the Manager, the Fire Service Installations for Open Kitchen Units in his Open Kitchen Unit, and shall not alter, remove or obstruct any of the Fire Service Installations for Open Kitchen Units and/or Fire-rated Wall(s) of Open Kitchen Unit without the approval of the Buildings Department, Fire Services Department and/or any relevant Governmental authorities and the prior written approval of the Manager, and shall display at all times the fire-safety signage(s) provided within his Open Kitchen Unit.

65.2 allow and shall procure and cause his tenants, licensees and/or occupants to allow the Manager and/or any registered fire services installation contractor(s) appointed by the Manager to have access to and enter such Owner's Open Kitchen Unit to carry out inspection of and (if required) carry out works to the Fire Service Installations for Open Kitchen Units in the Open Kitchen Unit. Inspections of the Fire Service Installations for Open Kitchen Units shall be carried out at least once a year, provided that if the Manager and/or the relevant Government authorities deem(s) necessary in its/her/their discretion, more frequent inspections may be carried out. If it transpires or if it is found that any Owner of an Open Kitchen Unit has altered, removed, tampered with or obstructed, or is altering, removing, tampering with or obstructing, or has failed or fails to properly maintain, or otherwise perform any obligations of such Owner in relation to, any of the Fire Service Installations for Open Kitchen Units, the Manager and/or a contractor(s) appointed by the Manager shall be entitled to enter the Open Kitchen Unit to carry out inspection, testing, replacement, maintenance and/or reinstatement works and, in such a case, such Owner of the Open Kitchen Unit shall pay, and indemnify the Manager from and against, all the costs and expenses incurred in connection with any inspection, testing, replacement, maintenance and/or reinstatement work.

65.3 and (without prejudice and in addition to the aforesaid) each Owner of an Open Kitchen Unit hereby, acknowledges the rights of the Manager (if any) under the Fire Safety Management Plan, whether in relation to the Fire Service Installations for Open Kitchen Units in such Owner's Open Kitchen Unit or in any other Open Kitchen Units or in any part of the Common Areas or Common Facilities, and no Owner of any Open Kitchen Unit shall do, permit or suffer anything to be done whereby the Manager may be obstructed, hampered or delayed in complying with the Manager's obligations under the Fire Safety Management Plan.

66. No Owner shall erect or place, or cause or permit to be erected or placed, any advertising sign or structure on any flat roof, roof, stairhood roof or upper roof (if any) of the Development, or any part thereof and the Manager shall have the right, at the cost and expenses of the Owner, to enter any such flat roof, roof, stairhood roof or upper roof and remove anything erected or placed thereon.

67. No Owner shall erect, affix, install or attach, or permit or suffer to be erected, affixed, installed or attached, in or on any exterior part of any Residential Unit, or to be displayed from any Residential Unit, or any part thereof, whether exterior or interior, any advertising or other sign or banner of any description.

68. Each Owner agrees, covenants and undertakes with the other Owners and the Manager the following:

68.1 Owners who have a common fence wall on or adjoining flat roofs (if any), roofs (if any) or gardens (if any) of their respective Residential Units or a fence wall dividing the land upon which the Residential Units are constructed shall each have the right to the use of the inner half of the fence wall on his side and shall, at his own cost, keep and maintain such inner half of the wall on his side. No Owner shall use any part of the fence wall in any way that interferes with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wires) on top of the fence wall without the prior written consent of the other Owner and the prior written consent of the Manager. No Owner shall place any chattel, thing or structure of any kind (such as any fish pond) so close to the fence wall as to cause leakage of water to the other side of the fence wall, or as to be likely to cause the fence wall to collapse or to be damaged or injured. If the fence wall, or any part thereof, is damaged or injured from any cause, other than due to any act or negligence of either party, it shall be repaired or rebuilt at the respective Owners' joint cost and expense. In the event that the fence wall, or any part thereof, including the top and inner half of either side, is damaged or injured as a result of any act or negligence of either party, it shall be repaired or rebuilt at the responsible Owner's cost and expense. No Owner shall make any alteration or addition to any part of such fence wall(s) of his Residential Unit. For the purpose of identification, the fence walls referred to in this Clause 68.1 are indicated by yellow broken lines on the plans annexed hereto, and certified as to their accuracy by and on behalf of the Authorized Person.

68.2 The Owner of a Residential Unit which has a fence wall abutting onto any part of the Common Areas or Common Facilities (if any), be it Development Common Areas or Development Common Facilities or Residential Common Areas or Residential Common Facilities, shall have the right to the use of the internal surface of the fence wall on his side. No Owner shall erect any fence or any structure or protrusion (such as spikes or wires) on the top of such fence wall without the prior written consent of the Manager. No Owner shall place any chattel, thing or structure of any kind (such as any fish pond) so close to the fence wall as to cause leakage of water to the other side of the fence wall, or as to be likely to cause the fence wall to collapse or to be damaged or injured. If the internal part of such fence wall is damaged or injured from any cause, it shall be repaired or rebuilt at the Owner's own cost and expense. No Owner shall make any alteration or addition to such fence

wall of his Residential Unit. For the purpose of identification, the fence walls referred to in this Clause 68.2 are indicated by red broken lines on the plans annexed hereto, and certified as to their accuracy by and on behalf of the Authorized Person.

- 68.3 Each Owner shall keep and maintain his Residential Unit (both interior and exterior), as well as all and any garden area, flat roof and/or roof area and other areas (if any) the exclusive possession to which he is entitled, in good repair and condition and in such manner so as to avoid any loss, damage, nuisance, annoyance or disturbance to any other Owners or occupiers of the Development.
- 68.4 In addition, but without prejudice, to any restrictions as may be prescribed in the other provisions of this Deed, each Owner hereby covenants that he will not, without the prior written consent of the Manager, do or permit or suffer to be done any act or thing which may or will alter the external appearance or facade of any Residential Unit or any of the original landscaping features within the compounds of the Residential Unit (including, but not limited to, any planter area(s) outside the Residential Unit) or do or permit or suffer to be done any act or thing anywhere in the Development that may or will in any way cause any nuisance, disturbance or damage to any other Residential Unit or any other Owner or occupier of the Land and the Development and/or the Common Areas and the Common Facilities of any part thereof. The Manager shall have absolute discretion in determining whether or not any written consent should be given. Where any such alteration is made without the Manager's prior written consent, the Manager shall have the right, by notice in writing, to demand the Owner concerned to restore his Residential Unit to its original appearance and facade and/or to restore any such altered landscaping features to a state consistent with that as when the Residential Unit was first assigned to the purchaser thereof by the Registered Owner or otherwise as the Manager may require.
- 68.5 Without prejudice to the generality of paragraph 68.4 above, each Owner covenants and undertakes not to do, or cause or permit to be done, any of the following without having obtained the Manager's prior written approval:
- (a) make any alteration or additions to the facade of his Residential Unit;
 - (b) alter the structure or the position of any external or internal wall;
 - (c) deck any void space, or cover with any structure or addition any roof, terrace, patio, garden or any other open area;
 - (d) install, build or add any metal grille, parapet, masonry wall, or install or add any exterior lighting of any kind to or on any external walls or fence wall of his Residential Unit;
 - (e) enlarge or alter the colour, material or style of any window or external wall or the main entrance door of any Residential Unit;
 - (f) relocate, alter, damage, injure or change any rainwater downpipes at

- any garden area or any enclosure to garden area;
- (g) erect, install or affix any window grille pattern at this Residential Unit other than the pattern as approved by the Manager.

69. No Owner shall use, or permit or suffer to be used, water closets and other water apparatus in the Development for any purpose other than the purpose for which they were constructed, installed or provided, nor shall any rubbish, rag or article be thrown into the same. Any damage resulting from misuse of any water closet or apparatus shall be paid for by the Owner or occupier in whose Residential Unit it has been caused.

70. No Owner shall use, or permit or suffer to be used, his Residential Unit, or any part thereof, for storage of goods or merchandise, except personal and household possession of the Owner or occupier.

71. An Owner or occupier of a Residential Unit may keep or harbour in his Residential Unit pets of such species as are allowed by the House Rules in accordance with and subject to the restrictions under the House Rules and all applicable laws PROVIDED THAT no pet (of such species which would otherwise be allowed by the House Rules) may be kept or harboured in any Residential Unit if (i) such pet(s) is causing a nuisance or disturbance to other Owners or occupiers of the Development and (ii) if the same have been the cause of reasonable, written complaint by the Owners or occupiers of at least two (2) Residential Units (each of such being owned by different Owners) made within any period of six (6) months and also PROVIDED ALWAYS THAT, in the event of any dispute, the Manager shall have absolute discretion, and shall have the power, to order removal of any pet from any relevant Residential Unit.

72. Non-enclosed Areas

72.1 The Owner of any Non-enclosed Areas shall keep and maintain the interior of all such Non-enclosed Areas in good and substantial repair and condition and shall use the same, in all respects, in compliance with this Deed, the Occupation Permit, the Buildings Ordinance and such other ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region.

72.2 The Owner of any Non-enclosed Areas shall not erect or affix, or cause or permit or suffer or allow to be erected or affixed, any wall or partition of any kind or material, whether of a permanent or temporary nature, on the Non-enclosed Areas, or any part thereof.

72.3 The Owner of any Non-enclosed Areas shall not, and shall not cause, permit, suffer or allow to be, enclosed, above safe parapet height, any of the Non-enclosed Areas in any way or by any material, irrespective of kind or nature, nor shall any such Owner affix, cause, permit, suffer or allow to be affixed, to any part of any Non-enclosed Areas, any sunshade, awning,

racket or protrusion of whatsoever kind or nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Plans.

73. Flat Roof(s) of each Flat Roof Unit

73.1 The Owner of any Flat Roof Unit shall not:

- (a) erect, affix or place or cause or permit or suffer to be erected, affixed or placed any structure, object or chattel whatsoever, whether of a permanent or temporary nature, on the walls of any flat roof or any part of such walls of his Unit; or
- (b) enclose, or cause or permit or suffer to be enclosed, or interfered or tampered with, any of the brackets, sockets and/or parts to which any gondola may be affixed.

73.2 The Owner of any Flat Roof Unit shall, on reasonable notice (except in the case of emergency) given by the Manager, provide free and uninterrupted access to the Manager and its agents and employees to affix, install, operate, manoeuvre, use, repair, maintain and clean any gondola (including any associated equipment) over and/or along the flat roof or any part thereof for the purposes of inspecting, upgrading, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating the exterior walls or any parts of the Development (which form part of the Common Areas and Common Facilities) Provided that the Manager shall use reasonable endeavours to ensure that the least disturbance is caused to the Owner of the Flat Roof Unit to hold, use, occupy and enjoy his Flat Roof Unit, and Provided Further that the Manager shall, at its own cost and expense, repair any damage so caused (if any) and shall be liable for the negligent, wilful or criminal acts of the Manager, his employees and contractors.

73.3 The use and occupation of the relevant part of the flat roof(s) of a Flat Roof Unit shall be subject to the restrictions set out in this Clause 73.

74. Pink Hatched Black Area

74.1 Except as permitted in Special Condition No.(7)(a) of the Government Grant, an Owner of a Pink Hatched Black Area Unit shall not erect or construct, or permit or suffer or allow to be erected or constructed, any building, structure, support for any building or structure, or projection within the Pink Hatched Black Area at or above the ground level of the Pink Hatched Black Area.

74.2 The use and occupation of the relevant part of a Pink Hatched Black Area Unit shall be subject to the restrictions set out in this Clause 74.

75. The covenants, provisions and restrictions set out in this Sub-Section B shall be subject to and without prejudice to the rights reserved to the Registered Owner under Clause 8 of this Deed.

C. Covenants and Provisions Applicable to Owners of Car Parks

76. No Owner shall use any Car Park in the Development for any purpose other than for the sole purpose of parking the type of licensed motor vehicle or licensed motor cycle (as the case may be) for which the Car Park is designed. No article, goods, item, chattel or thing except such motor vehicle or motor cycle (as the case may be) as aforesaid shall be allowed in the Car Park. Car Parks shall be used solely for the purpose of parking licensed motor vehicles or licensed motor cycles (as the case may be) belonging to the Owners and occupiers of the Units and their bona fide guests, visitors or invitees and shall not be used for the storage, display or exhibiting of motor vehicles or motor cycles (as the case may be) for sale or otherwise or for the provision of car cleaning and beauty services.

77. The Owner of a Car Park shall, at his own cost, keep and maintain in good repair and condition his Car Park. The Owner of a Residential Parking Space shall, at his own cost, keep and maintain in good repair and condition not only his Residential Parking Space but also the electric vehicle charging facility or facilities serving his Residential Parking Space exclusively. All costs in relation to the electric vehicle charging facility or facilities serving each Residential Parking Space exclusively, including charges for activating the electricity supply (if any) and electricity charges, should be borne by the Owner of the Residential Parking Space.

78. All Owners shall ensure that their vehicles are parked within their own Car Parks, and each Residential Parking Space shall be used for parking not more than one motor vehicle and each Motor Cycle Parking Space shall be used for parking one motor cycle only.

79. No Owner may park his vehicle or motor cycle (as the case may be) anywhere outside his own Residential Parking Space or Motor Cycle Parking Space (as the case may be), or in any manner that causes inconvenience or annoyance to, or in any way obstructs, any Owner, user or occupier of any adjoining or other Units, nor in any way occupy or obstruct any part or space of the Common Areas.

80. No Owner may drive or move his vehicle at any speed that exceeds the speed limit (if any) displayed in the Common Areas or as stipulated in the House Rules.

81. There must be displayed, on every vehicle of an Owner or occupier of a Car Park, in a prominent position, the car identification badges or labels (if any) issued for such vehicle by the Manager, otherwise entry to the Development may be refused.

82. No Owner shall make or cause or permit or allow to be made any alteration

or addition to his Car Park or erect, install or add, or cause or permit or allow to be erected, installed or added, any post, gate, barrier or chain on, to or above the Car Park, or any part thereof.

83. No Owner shall sub-divide (whether horizontally or vertically) any Car Park (irrespective of its size and area) for any purpose including, but not limited to, sale, assignment, lease, licence, charge or disposal.

84. No Owner shall allow any vehicle parked in any Car Park to deteriorate to a condition that may be detrimental to the environment or environmental appearance of the Development.

85. The covenants, provisions and restrictions set out in this Sub-Section C shall be subject to and without prejudice to the rights reserved to the Registered Owner under Clause 8 of this Deed.

SECTION VI

MANAGEMENT OF THE DEVELOPMENT

A. Appointment of Manager

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

87. Appointment and termination

87.1 Subject to the provisions of the Building Management Ordinance, the DMC Manager, Poly (Hong Kong) Property Management Company Limited, is hereby appointed as the first Manager to manage the Land and the Development for the initial term of TWO (2) years from the date of this Deed and, thereafter, shall continue to manage the Development until its appointment is terminated in accordance with the provisions of this Deed.

87.2 The appointment of the Manager shall be terminated:

- (a) by resignation from such appointment by the Manager giving not less than three (3) months' notice in writing to the Owners' Committee (or, where there is no Owners' Committee, by serving such notice on each of the Owners and by displaying such a notice in a prominent place in the Development). Such notice may be given by delivering it personally to the Owner, or by sending it by post to the Owner at his last known address, or by leaving it at his Unit, or by depositing it in the letter-box for the Owner's Unit, Provided that no such notice shall be given by the Manager before the expiry of two (2) years from the date hereof; or
- (b) prior to the formation of the Owners' Corporation, by removal (without compensation) by the Owners' Committee, upon a majority resolution passed at a meeting of the Owners under Clause 142.3 hereof, and the giving of three (3) months' notice in writing to the Manager; or
- (c) if the Manager is wound up or has a receiving order made against it.

87.3 (a) Subject to Clause 87.3(e), at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners, voting either personally or by proxy and supported by Owners of not less than 50% of the undivided shares in aggregate, terminate by notice the DMC

Manager's appointment without compensation.

- (b) A resolution under Clause 87.3(a) shall have effect only if:
 - (i) the notice of termination of appointment is in writing;
 - (ii) the length of notice specified therein is for a period of not less than 3 months or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for payment to the DMC Manager of a sum equal to the amount of the Manager's Remuneration which would have accrued to the DMC Manager during that period;
 - (iii) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (iv) the notice and the copy of the resolution is given to the DMC Manager within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in Clause 87.3(b)(iv) may be given:
 - (i) by delivering them personally to the DMC Manager; or
 - (ii) by sending them by post to the DMC Manager at his last known address.
- (d) If a notice to terminate a Manager's appointment is given under Clause 87.3:
 - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (ii) if no such appointment is approved under Clause 87.3(d)(i) by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (e) For the purpose of Clause 87.3(a):
 - (i) only the Owners of undivided shares who pay or who are liable to pay contribution towards the management expenses relating to those undivided shares shall be entitled to vote;

- (ii) the reference in Clause 87.3(a) 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.
- (f) If a contract for the appointment of a Manager other than a DMC Manager contains no provision for the termination of the Manager’s appointment, Clause 87.3(a), (b), (c) and (e) apply to the termination of the Manager’s appointment as they apply to the termination of the DMC Manager’s appointment.
- (g) Clause 87.3(f) operates without prejudice to any other power there may be in a contract for the appointment of a Manager, other than the DMC Manager, to terminate the appointment of the Manager.
- (h) This Clause 87.3 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.
- (i) 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 Land and the Development, and the Owners’ Corporation has appointed a manager under Clause 87.3(d)(ii) of this Deed, the Owners’ Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners’ Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that subparagraph that may otherwise render that person liable for a breach of that undertaking or agreement.

87.4 Upon termination of the Manager's employment in whatever manner that may occur (other than termination in accordance with Clause 87.3), the Owners' Committee shall immediately thereafter appoint another service company or agent in its stead and, on appointment thereof, the Owners' Committee shall, on behalf of the Owners, enter into a management contract with such service company or agent defining the rights, duties and obligations of the Manager which rights, duties and obligations shall be consistent with those set out in this Deed.

88. Subject to the provisions of the Building Management Ordinance, the Manager shall be appointed to act as agent for and on behalf of all Owners, duly authorized in accordance with the provisions of this Deed, in respect of any matters concerning the Common Areas and the Common Facilities, and each Owner hereby appoints the Manager

as agent, in respect of any matter concerning the Common Areas and the Common Facilities, duly authorized in accordance with the provisions of this Deed, to enforce the provisions of this Deed 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.

89. The Manager, so long as it remains as the Manager of the Development, shall be bound by, and shall observe and perform, all of the terms, conditions, duties and obligations of the Government Grant and herein provided on the Manager's part to be observed and performed and shall have all of the rights and privileges herein granted to the Manager.

B. Powers and Duties of Manager

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

- 90.1 To employ a qualified architect or professional to inspect the Development (save only the interior of the Units) including the Common Areas and the Common Facilities at such time or times as the Manager shall deem necessary and to prepare a report of such inspection which report will be kept at the Manager's office in the Development and will be open to inspection by all Owners and occupiers of any part of the Development and the Manager will furnish, upon request, to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fee collected hereunder shall be credited to the relevant account of the Special Fund.
- 90.2 To put in hand, and ensure the satisfactory completion of, works necessary to maintain any Common Areas and Common Facilities and the Green and Innovative Features (save and except Green and Innovative Features forming part of any Unit) so as to ensure that all of the aforesaid are maintained in good, clean and safe condition at all times and, for this purpose, to employ reputable and competent contractors and workmen.
- 90.3 To request all the Owners or occupiers to maintain the Units owned or occupied by them and, if there shall be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all possible steps to recover the costs and expenses incurred therefor from the defaulting Owner or occupier.

- 90.4 To paint, wash, tile or otherwise treat or service, as may be appropriate, the Common Areas and the Common Facilities and at such intervals as the same may, in the opinion of the Manager, be reasonably required to be done.
- 90.5 To keep all the Common Areas properly lighted and ventilated.
- 90.6 To keep in good order and repair the ventilation of any enclosed Common Areas.
- 90.7 To keep the Common Areas and Common Facilities and all parts thereof in a clean, sanitary and tidy condition.
- 90.8 To prevent any decaying, noxious, excrementitious or other refuse, litter, substance, material or matter from being placed or deposited on any part of the Development and to remove all refuse, litter, substance, material or matter from anywhere in the Development and arrange for disposal of the same at regular intervals and to maintain, either on or off the Development, refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- 90.9 To prevent any obstruction of any part of the Common Areas, and to remove any article, substance, material, vehicle or thing causing obstruction of any part of the Common Areas or that has been brought onto or remains on any part of the Common Areas (whether or not causing obstruction). If and whenever any article, substance, material, vehicle or thing shall be placed or stored on, in or affecting, or is brought onto or into or remains on or in, any part of the Common Areas, the Manager or any of its agents, servants, caretakers or cleaners of the Development shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the case of emergency, when any notice shall be dispensed with) to remove the article, substance, material, vehicle or thing, whether or not causing obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right, without giving any prior notice to any person, to remove such article, substance, material, vehicle and thing from such part of the Common Areas to another place or other places as the Manager shall think fit. All costs and expenses incurred by the Manager in connection with such removal shall be reimbursed, upon demand, to the Manager by the defaulting party, and the defaulting party shall have no claim whatsoever against the Manager or any of its agents, servants, contractors, caretakers or cleaners for any loss or damage to, or any destruction, disposal or discarding of, such article substance, material, vehicle or thing due to or following such removal. Pending the recovery of such costs and expenses, the Manager shall be entitled to claim, and shall have, a lien on the article, vehicle or thing, and if the amount of such costs and expenses is not duly paid within a time which the Manager may in its absolute discretion determine, the Manager shall

have the power to dispose of the article, vehicle or thing by any means (including, without limitation, discarding or selling the same) and in any manner that the Manager may deem fit in its absolute discretion without incurring any liability whatsoever to any person who may in any way have a claim to any such article, vehicle or thing and if, in connection with any such disposal, any proceeds is received by the Manager, the Manager shall have the right to apply the proceeds towards the payment of the amounts secured by the lien.

- 90.10 To prevent any person enclosing the Non-enclosed Areas, or any part thereof, or otherwise acting in breach of any provisions of this Deed applicable to the Non-enclosed Areas.
- 90.11 To keep all the common sewers, drains, ducts and pipes free and clear from obstruction.
- 90.12 To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall, in its reasonable discretion, deem necessary or desirable for the benefit of the Land and the Development.
- 90.13 To keep and maintain all lighting equipment, electrical installations and equipment and water, sewage and utilities systems in good repair and condition and working order and in accordance with any laws and regulations applicable thereto and, whenever it shall be necessary or convenient so to do, at the Manager's reasonable discretion, and subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), to enter into contracts with third parties for the maintenance thereof. The Manager shall also be responsible for all works required for any alteration to any sewage system and future connection of the same to any public culvert to be constructed, if so required by the Government, and all costs and expenses for such works shall be borne by the Owners, and provided that such costs and expenses shall first be paid out of the Special Fund.
- 90.14 To prevent, so far as is possible, any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public road or any road-culvert, sewer, drain, nullah or other Government property, and to remove any such refuse or matter therefrom, and to ensure that no damage is done to any part of any Government or other drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided, and to make good any such damage to the satisfaction of the Government.

- 90.15 To remove any structure, installation, signboard, sunshade, bracket, fitting or other thing in or on any part of the Development which have been erected or installed in contravention of any provisions of this Deed, or the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong), or any subsidiary legislation or rule or regulation and/or which have been erected or installed without the prior written approval of the Manager (or, if such approval has been given, upon the expiration or withdrawal of the same, or if any condition of such approval is breached or not complied with) and to demand and recover from the person, by whom any such structure or other thing as aforesaid was erected or installed, the cost of such removal and the making good of any damage incurred or caused thereby.
- 90.16 To maintain fire alarms, fire-safety and firefighting equipment and installations, and to comply with all requirements of the Fire Services Department and, generally, so far as may be possible, to keep the Development safe from fire risks at all times.
- 90.17 To provide a security force, watchmen, porters and caretakers, and to provide and maintain security equipment and installations and generally, so far as may be possible, to maintain security in the Development at all times.
- 90.18 To do all things which the Manager shall, in his reasonable discretion deem necessary or desirable, for the purposes of maintaining and improving the Common Facilities for the better enjoyment or use of the Development by its Owners, occupiers and their licensees, provided that the prior approval by a resolution of the Owners, at an Owners' meeting convened under this Deed, is required for any improvement work of the Common Areas and Common Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- 90.19 To appoint solicitors to advise on matters which arise in the management of the Land and the Development and which necessitate professional legal advice, and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and, at all times, within 7 days of being requested so to do by the Director of Lands or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the High Court, Chapter 4A of the Laws of Hong Kong (or any provisions amending or in substitution for the same).
- 90.20 To prevent (by legal action, if necessary) any person including an Owner

from occupying or using, otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the House Rules or the Government Grant or the Occupation Permit, any of the Common Areas or Common Facilities or any part of the Land and the Development.

- 90.21 To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Grant and any statutory or Government requirements concerning or relating to the Development for which no Owner or occupier of the Development is directly responsible.
- 90.22 To prevent (by legal action, if necessary) and to take action to remedy any breach by any Owner or other person resident in or visiting the Land and the Development of any of the terms and conditions contained in the Government Grant and/or any statutory or Government legislation or regulations or this Deed.
- 90.23 To prevent any person detrimentally altering or injuring any part of the Development or any of the Common Facilities.
- 90.24 To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and (if any) relevant Sub-Deed of Mutual Covenant.
- 90.25 To pay and discharge, out of all monies so collected, all outgoings relating to the management of the Development or incurred by the Manager under this Deed.
- 90.26 Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured, to the full new reinstatement value in respect of the Common Areas and the Common Facilities and all parts thereof, as comprehensively as reasonably possible and, in particular, against loss or damage by fire and other perils and to effect insurance against public and occupiers' liability and liability as employer of employees of the Manager within or exclusively in connection with the management of the Development, such insurance to be in the name of the Manager itself for and on behalf of all the Owners according to their respective interests, and in such sum or sums as the Manager shall deem fit to pay all premiums from time to time required to keep such insurance policies in force and updated.
- 90.27 To keep proper records of accounts of all expenditure incurred by, and of all payments made to, the Manager in respect of carrying out its duties hereunder as hereinafter provided.
- 90.28 To represent the Owners in all matters and dealings with the Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development or the

Common Areas and the Common Facilities, with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings, so long as the same does not contravene or is not in conflict with any of the provisions of this Deed.

- 90.29 To commence, conduct, carry on and defend legal and other proceedings touching or concerning the Land and the Development, or the management thereof, in the name of the Manager.
- 90.30 To enforce due observance and performance by the Owners, their visitors or any person occupying any part of the Development through, under or with the consent of any such Owner, of the terms and conditions of this Deed and the House Rules and to take action including the commencement and conduct of legal proceedings to enforce due observance and performance thereof and/or to recover damages for any breach, non-observance or non-performance thereof, and the registration and enforcement of charges as hereinafter mentioned.
- 90.31 To recruit, dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms (including the provision of provident and/or retirement funds) as the Manager shall, in its absolute discretion, decide and to provide accommodation within the Land and the Development, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.
- 90.32 To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Development or any Unit of the Development and, for such purpose, to enter into any part, or Unit, of the Development for the purpose of abating such nuisance.
- 90.33 To do all such other things as are reasonably incidental to the management of the Land and the Development.
- 90.34 To repair, and keep in good repair and condition, the Common Facilities and the Common Areas and, when necessary, on reasonable notice (except in case of emergency), to enter into any part or any Unit of the Development for the purpose of carrying out necessary repairs to the Land and Development and the Common Areas and the Common Facilities, or to abate any hazard or nuisance which does, or may, affect the Common Areas and the Common Facilities or other Owners, Provided that the Manager shall, in the exercise of such right, at its own costs and expenses, repair any damage caused thereby (if any) and shall be liable for negligent, wilful or criminal acts of the Manager, his employees and contractors.

- 90.35 To manage, control and maintain the parking of cars and other vehicles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other areas intended for common use and, in particular, to ensure that the Car Parks are used solely for their intended purposes and that the Common Areas and all roads and other areas intended for common use remain unobstructed, and to make rules and regulations governing the use of Car Parks, the use and parking of vehicles, bicycles and motor cycles and the conduct of motorists and cyclists within the Development, and to impound and/or remove vehicles and motor cycles pursuant to the Road Traffic Ordinance, subsidiary legislation and/or any regulations made thereunder .
- 90.36 To install in or affix to and use (or permit any person to install in or affix to and use) any part of the Common Areas for the installation, erection and maintenance of flue pipes, conduits, aerials and/or dish installation (if any), apparatus, structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment (all of which, upon such installation or erection, shall form part of the Common Facilities) and to lease, license, install, affix, erect, place and maintain, or contract for the leasing, licensing, installation and maintenance of, communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which serve the Development, or any part thereof, and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 99 of this Deed (where appropriate) and, for such purposes, to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities, provided that the written approval by a resolution of Owners, at an Owners' meeting convened under this Deed, has been obtained prior to the exercise of such rights and that such installation shall not unreasonably affect the enjoyment of the Development by the Owners and occupiers. Any consideration received therefor shall be credited to the relevant account of the Special Fund.
- 90.37 To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Common Facilities including the Recreational Facilities and their ancillary facilities in the Common Areas and Common Facilities and to remove any person thereon who fails to comply with or is in breach of any House Rules relating to such facilities PROVIDED THAT any charges or fee collected hereunder shall be credited to the management fund.
- 90.38 Subject to Clause 98, 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.

- 90.39 To have the full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slopes and Retaining Walls, in compliance with the Government Grant and in accordance with the Maintenance Manual(s) for the Slopes and Retaining Walls and in particular, in accordance with all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls and to collect from the Owners all costs lawfully incurred or to be incurred by it in carrying out such maintenance and repair and other works. For the purpose of this Clause, the Manager shall include Owners' Corporation, if formed.
- 90.40 To improve, renovate, control, operate and manage the Recreational Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Common Facilities and maintain the same including any access, steps, staircases and ramps, whether or not the same are within the Land or the Development.
- 90.41 (i) To repair, maintain, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls, elevations and facade thereof (but excluding windows and window frames solely and exclusively attached to each of the Residential Units and those parts of the curtain wall system forming part of the Residential Units (namely, the window panes of the curtain wall system wholly enclosing or fronting a Residential Unit and any openable windows of or forming part of the curtain wall system which repair and maintenance responsibility lies with the Owners of the Residential Units, and the Owners concerned shall first apply to the Manager for commencing any repair work in relation thereto)) PROVIDED HOWEVER THAT the Manager shall have the power, at the expense of the Owner concerned, to repair and/or replace any damaged or broken window pane(s) and/or openable window(s) of the curtain wall system forming part of the Residential Unit, if such window pane(s) and/or openable window(s) shall be damaged or broken and remain unrepaired or unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring such Owner or occupier to repair or replace the same.
- (ii) To clean the external walls, elevations, façade and curtain wall system of the Development (irrespective of whether the relevant parts of the

curtain wall system form part of the Common Areas or part of a Residential Unit).

- 90.42 To maintain any drainage system, whether within or outside the Land and the Development, which is required to be maintained pursuant to the provisions of the Government Grant.
- 90.43 To make suitable arrangements for the supply, use or provision of water, gas and electricity and any other utility or service and any rights and privileges to or for the Land and the Development or any part thereof for the use and benefit of the Land and the Development, or any part thereof, on such terms as the Manager deems fit.
- 90.44 To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole.
- 90.45 To provide such Christmas, Chinese New Year and other festive decorations, and to organize such festive celebrations or activities for the Development as the Manager shall, in its reasonable discretion, consider desirable.
- 90.46 Subject as otherwise provided in this Deed, to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed or any relevant Sub-Deed of Mutual Covenant, provided that the Manager shall act reasonably in giving or withholding such written consent or approval and to impose conditions or additional conditions relating thereto.
- 90.47 To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.
- 90.48 If the Manager shall, in its discretion deem fit, to operate or contract for the operation of shuttle bus services for the use and benefit of the Owners and residents for the time being of the Development, whether on the Manager's own or together with the manager(s) and/or owners of other 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 the shuttle bus services such fares as the Manager may think reasonable PROVIDED THAT any fares collected hereunder shall be credited to the management fund.
- 90.49 Without prejudice to the Manager's obligations under this Deed, to appoint or employ agents, contractors or sub-managers, which may include professional property management companies, to carry out management, maintenance, operation and control of the Common Areas and Common Facilities, or any part or parts thereof, on such terms and conditions as the Manager shall, in

its discretion, think fit. For avoidance of doubt, the Manager shall not assign or transfer any of his duties or obligations under this Deed to such person or company and such person or company shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole Development.

- 90.50 To maintain all areas, slopes, open spaces and facilities as are required to be maintained under the provisions of the Government Grant and in the manner as provided therein.
- 90.51 Without prejudice to the other powers and duties of the Manager contained herein, to carry out such decoration, renovation, improvement works or such other works, whether or not of a cosmetic nature, in respect of the Common Areas and the Common Facilities, or any part(s) thereof, for the purpose of enhancing, upgrading or improving the appearance, condition or amenities of the Development Provided that prior approval by a resolution of the Owners, at an Owners' meeting convened under this Deed, is required for any improvement works of the Common Areas and Common Facilities or any improvements to facilities or services which involves expenditure in excess of 10% of the current annual Management Budget.
- 90.52 To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient, to facilitate waste separation and recovery by the Owners and the occupiers of the Development, and to ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Development. Such recyclable materials recovered from the waste separation and recovery facilities shall be properly collected, stored and sent for recycling, if the Manager considers appropriate and fit to do so. Any monies collected in relation thereto (if any) shall be credited to the relevant account of the management fund.
- 90.53 To organize any activities as the Manager may consider appropriate, on a regular basis, to promote environmental awareness of the Owners and the occupiers of the Development and to encourage the Owners and the occupiers of the Development to participate in such activities with a view to improving environmental conditions of the Development.
- 90.54 To remove any dogs, cats, livestock, birds, poultry or other animals or pets in any part of the Land and the Development if the same shall be kept or brought upon the Development in breach of any House Rules or provisions

of this Deed.

- 90.55 To engage suitable qualified personnel to inspect and keep and maintain, in good substantial repair and condition, the lifts and all fire-safety and firefighting equipment, and to comply with all applicable Government regulations.
- 90.56 To make House Rules to protect the environment of the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
- 90.57 To inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations.
- 90.58 To upkeep the Transformer Rooms in accordance with the provisions and maintenance responsibilities stipulated in the Code of Practice 101 for Distribution Substation Design Version 13.0 issued by CLP Power Hong Kong Limited and any amendment from time to time thereto.
- 90.59 To carry out inspections of the smoke detector and sprinkler systems serving the Open Kitchen Units once a year, unless otherwise required by the relevant Government authorities.
- 90.60 To consult (either generally or in any particular case) the Owners' Corporation (if formed) at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation (if formed) on the channels of communication among the Owners on any business relating to the management of the Land and the Development.
- 90.61 To prevent any person from overloading the floors or lifts or any of the electrical installations and circuits or any mains or wiring in the Development or any part or parts thereof.
- 90.62 To provide one or more suitable CCTV imaging device(s) and trained personnel to operate such device(s), or secure and enter into contracts with a service provider for conducting inspections of all and any concealed drainage pipes via one or more suitable CCTV imaging device(s), and to arrange inspections of the subject pipeworks to be carried out regularly to detect any early signs of water leakage and for checking and effective repair and maintenance of pipe joints / pipe brackets.
- 90.63 To maintain, repair, operate, install, move, and have access to, over and/or on, any external walls, curtain walls (the parts thereof which form part of the Residential Common Areas) and/or the gondola, and to service, cleanse,

enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (which form part of the Common Areas or Common Facilities) of the Development, or any part thereof that are construed as Common Areas and/or Common Facilities and, on prior reasonable notice to the relevant Owner, for the Manager, its servants, agents, contractors and persons duly authorized by it to have access to any external walls, curtain walls, top roofs, roofs, flat roofs, passages and/or canopy for the purposes of maintaining, repairing, operating, installing, moving, keeping, storing and/or parking the gondola and, in this connection, the Manager, its agents, contractors and authorized persons shall have the right to temporarily fence off any relevant part or parts of such external walls, curtain walls, top roofs, roofs, flat roofs, passages and/or canopy PROVIDED THAT the Manager, in exercising any of its aforesaid rights, shall cause as little disturbance as reasonably practicable and shall make good any damage caused thereby.

91. An Owner shall not assign his Unit unless the relevant assignment includes the following covenants:

“The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights conferred on Poly (Hong Kong) Property Management Company Limited (and its successors) (“Manager”) as Manager under the Deed of Mutual Covenant incorporating Management Agreement and to the intent that these covenants shall run with the Property and be binding on the Purchaser, his executors, administrators, successors in title and assigns and the owner or owners thereof for the time being and any other person deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenanting Purchaser”) and be enforceable by the Vendor and its successors and assigns (other than the Purchaser) and/or the Manager that:

- (i) the Covenanting Purchaser grants, confirms and acknowledges the rights, liberty and privileges conferred on the Manager under the Deed of Mutual Covenant incorporating Management Agreement aforesaid, and the Covenanting Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights, liberty and privileges by the Manager.
- (ii) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser.
- (iii) The Covenanting Purchaser shall not assign the Property unless the relevant assignment includes the same binding covenants as the

covenants (i), (ii) and (iii) herein contained.

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

92. The Manager shall have power to make, amend and revise from time to time House Rules before the formation of the Owners' Committee for the purpose of regulating the use, operation, upkeep and maintenance of the Land and the Development and any of the structures, facilities, services or amenities thereof, including, without limiting the generality of the aforesaid, the keeping, and/or bringing onto any part of the Land and the Development, of birds, dogs, cats and other pets in the Development, whether within any Unit or the Common Areas or any part thereof, and the conduct of persons occupying, using or visiting the Development or any part thereof. The Manager may (subject to the approval of the Owners' Committee (if formed) or Owners' Corporation (if formed)) from time to time revoke, amend and revise the House Rules. The House Rules and any amendments thereto must not be inconsistent with or contravene the provisions of this Deed, the Building Management Ordinance or the conditions of the Government Grant. Such House Rules shall be binding on all of the Owners, residents and occupiers of the Units and their respective tenants, licensees, servants, agents and visitors. A copy each of the House Rules from time to time in force shall be kept at the Manager's office in the Development for inspection by the Owners free of charge during normal office hours of the Manager, and a copy thereof shall be supplied to each Owner on request free of charge.

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

94. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner, or any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed, and of the House Rules made hereunder, and of recovering damages for any breach, non-observance or non-performance thereof. The provisions of Clause 115 hereinafter appearing shall apply to all such proceedings.

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

expenditure in excess of 10% of the current annual Management Budget.

96. The Manager shall not be made personally liable for carrying out any requirements of the slope maintenance and related works, if any, 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 Owners.

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

98. Contracts entered into by the Manager

Except in accordance with this Clause 98, the Manager shall not, in any financial year, enter into any contract that involves (i) amounts in excess of HK\$200,000.00 (or such other amount as the Secretary for Home Affairs may specify by notice in the Gazette) or (ii) an average annual expenditure of more than 20% of the Management Budget or revised Management Budget (as the case may be) (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser.

98.1 Subject to Clauses 98.2 and 98.3, 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:

98.1.1 the supplies, goods or services are procured by invitation to tender;
and

98.1.2 the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance.

98.2 Subject to Clause 98.3, 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 Management Budget, or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:

98.2.1 if there is an Owners' Corporation:

98.2.1.1 the supplies, goods or services are procured by invitation to tender;

- 98.2.1.2 the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance; and
 - 98.2.1.3 whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
- 98.2.2 if there is no Owners' Corporation:
- 98.2.2.1 the supplies, goods or services are procured by invitation to tender;
 - 98.2.2.2 the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance; and
 - 98.2.2.3 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.
- 98.3 Clauses 98.1 and 98.2 do not apply to any supplies, goods or services which, but for this Clause 98.3, would be required to be procured by invitation to tender (referred to in this sub-paragraph as "relevant supplies, goods or services"):
- 98.3.1 where there is an Owners' Corporation, if:
 - 98.3.1.1 the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - 98.3.1.2 the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - 98.3.2 where there is no Owners' Corporation, if:

98.3.2.1 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

98.3.2.2 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.

99. 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:

99.1 the term of the contract will not exceed 3 years;

99.2 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

99.3 no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

C. Manager's Remuneration

100. The Manager's Remuneration shall be ten percent (10%) per annum (which percentage may not be varied except with the approval by a resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Development (excluding the Manager's Remuneration itself and any capital expenditure and any expenditure drawn out of the Special Fund as referred to in Clause 111) necessarily and reasonably incurred in the management of the Land and the Development provided that, by a resolution of the Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate applicable under this clause or at such lower rate as considered appropriate by the Owners. Payment of the Manager's Remuneration shall be in advance in the manner as shall be determined by the Manager. Any over-payment of the Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the management fund within 21 days of the completion of the auditing of the annual accounts for such year as provided under Clause 126 and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in

question to the correct amount for such year, calculated in accordance with the first sentence of this clause, shall likewise be made within 21 days of the completion of the auditing of the annual accounts for such year.

101. The sums payable to the Manager under the provisions aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs and expenses for any staff, facilities, accountancy services or other professional supervision for the Land and the Development, which costs and expenses shall be a direct charge upon the management fund or the Special Fund, as appropriate. Payment of the Manager's Remuneration shall be made monthly in advance, in the sum of one-twelfth of the annual Manager's Remuneration computed in accordance with this Deed Provided that in the event that the first financial year covers more than 12 months, monthly payment of the Manager's Remuneration shall be calculated by reference to the actual number of months comprised in that financial year.

D. Management Budget and Contribution by Owners

102. Management Budget

102.1 Subject to Clauses 102.3, 102.5, 102.6 and 102.8, the total amount of management expenditure payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Land and the Development shall be the total proposed management expenditure during that year as specified by the Manager in accordance with Clause 102.2.

102.2 In respect of each financial year, the Manager shall:

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

year;

- (e) send a copy of the Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Management Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.

102.3 Where, in respect of a financial year, the Manager has not complied with Clause 102.2 before the start of a financial year (other than the first financial year), the total amount of management expenditure for that year shall:

- (a) until he has so complied, be deemed to be the same as the total amount of management expenditure (if any) for the previous financial year;
- (b) when he has so complied, be the total proposed management expenditure specified in the Management Budget for that financial year, and the amount which the Owners shall contribute towards the management expenditure shall be calculated and adjusted accordingly.

102.4 Where a Management Budget has been sent or displayed in accordance with Clause 102.2(e) and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and Management Budget by virtue of Clause 102.2.

102.5 Where a revised Management Budget is sent or displayed in accordance with Clause 102.4, the total amount of management expenditure for that financial year shall be the total management expenditure or the proposed management expenditure specified in the revised Management Budget and the amount that Owners shall contribute towards the management expenditure shall be calculated and adjusted accordingly.

102.6 If there is an Owners' Corporation and, within a period of one (1) month from the date that a Management Budget or revised Management Budget for a financial year is sent or first displayed in accordance with Clause 102.2 or 102.4, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenditure for the financial year shall, until another Management Budget or revised Management Budget is sent or displayed in accordance with Clause 102.2 or 102.4 and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenditure (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

102.7 If any Owner requests in writing the Manager to supply him with a copy of any draft Management Budget, Management Budget or revised Management Budget,

the Manager shall, on payment of a reasonable copying charge, supply a copy to that person PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.

102.8 For the purposes of this Clause 102, "management expenditure" includes all costs, charges and expenses to be borne by the Owners including the Manager's Remuneration.

103. The financial year for the purposes of the Management Budget shall be from 1st January to 31st December in each year (both days inclusive). The first Management Budget shall be prepared by the Manager before the date falling one (1) month after the date of this Deed and shall cover the period from the date of this Deed until, if such date is on or before 30th June of the year, 31st December of that year, or if such date is after 30th June of the year, until 31st December of the following year.

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

104.1 Government rent for the whole of the Land, if there is no separate assessment or apportionment for individual Units;

104.2 The premiums payable for the insurance of the Common Areas and the Common Facilities against fire and other perils, third party and property owners' liability, employers' liability and other liabilities as the Manager deems fit;

104.3 Charges for the supply and consumption of water, gas, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Development other than the Units;

104.4 The cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, water mains and channels, whether within or outside the Land and the Development, that are required to be maintained under the Government Grant;

104.5 The costs of lighting, repairing, maintaining, cleaning, painting, decorating and keeping in good condition any parts of the Common Areas, the Common Facilities and the Green and Innovative Features (save and except those forming part of a Unit) or any part thereof;

104.6 The costs of operating the Common Facilities;

- 104.7 Remuneration for accountants, caretakers, security guards, watchmen, cleaners and attendants and such other staff as may be required for the proper management of the Land and the Development;
- 104.8 The costs of refuse collection, storage and disposal in respect of the Land and the Development;
- 104.9 Such legal or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty of the Manager or in the exercise of any power of the Manager hereunder;
- 104.10 The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- 104.11 The Manager's Remuneration;
- 104.12 The costs, or a due proportion thereof, of maintenance and/or repair and/or other works described in Clauses 90.39 and 90.59 of this Deed;
- 104.13 The costs of operation and maintenance of the Recreational Facilities;
- 104.14 Any fees or charges payable to the Government or other party under any agreement(s) or licence(s) or deed(s) of grant of easements or any other deed(s) or document(s);
- 104.15 Any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Development;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature, which shall be payable out of the Special Fund hereinafter mentioned. Costs, charges and expenses of a capital nature shall include but not be limited to, those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and the Common Facilities, Provided that prior approval by a resolution of the Owners, at an Owners' meeting convened under this Deed, is required for any improvement works to facilities or services referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

- 105. Each Management Budget shall be divided into the following parts:
 - 105.1 Part A shall cover the estimated management expenditure which, in the opinion of the Manager, is attributable to the Land and the Development or for the benefit of all the Owners (excluding the estimated management

expenditure contained in Part B and Part C of the Management Budget hereinafter mentioned). Part A shall also contain such portion of the estimated management expenditure in respect of Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Visitors' Parking Spaces (which, for the avoidance of doubt, include the Parking Spaces for the Disabled Persons), the Loading and Unloading Space(s) and the Bicycle Parking Spaces, such portion being calculated in the following proportion:

$$\frac{X}{Y}$$

where:

"X" is the aggregate of the number of the Visitors' Parking Spaces (which, for the avoidance of doubt, include the Parking Spaces for the Disabled Persons), the Loading and Unloading Space(s) and the Bicycle Parking Spaces; and

"Y" is the aggregate of the number of Car Parks and the Visitors' Parking Spaces (which, for the avoidance of doubt, include the Parking Spaces for the Disabled Persons), the Loading and Unloading Space(s) and the Bicycle Parking Spaces;

105.2 Part B shall contain the estimated management expenditure which, in the opinion of the Manager, is attributable solely to the Residential Units or solely for the benefit of all the Owners of the Residential Units including, but not limited to, expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities; and

105.3 Part C shall contain the estimated management expenditure which, in the opinion of the Manager, is attributable solely to the Car Parks or solely for the benefit of all the Owners of the Car Parks. Part C shall exclude such portion of the estimated management expenditure in respect of Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Visitors' Parking Spaces (which, for the avoidance of doubt, include the Parking Spaces for the Disabled Persons), the Loading and Unloading Space(s) and the Bicycle Parking Spaces, such portion being calculated in the following proportion:

$$\frac{X}{Y}$$

where:

"X" is the aggregate of the number of the Visitors' Parking Spaces (which,

for the avoidance of doubt, include the Parking Spaces for the Disabled Persons), the Loading and Unloading Space(s) and the Bicycle Parking Spaces; and

“Y” is the aggregate of the number of Car Parks and the Visitors’ Parking Spaces (which, for the avoidance of doubt, include the Parking Spaces for the Disabled Persons), the Loading and Unloading Space(s) and the Bicycle Parking Spaces.

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

107. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles:

107.1 Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the Management Budget (as referred to in Clause 105.1) in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development;

107.2 Each Owner, in addition to the amount payable under Clause 107.1, shall, in respect of each Residential Unit of which he is the Owner, contribute to the amount assessed under Part B of the Management Budget (as referred to in Clause 105.2) in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development; and

107.3 Each Owner, in addition to the amount payable under Clause 107.1 above, shall, in respect of each Car Park of which he is the owner, contribute to the amount assessed under Part C of the Management Budget (as referred to in Clause 105.3) in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development.

Provided, however, that notwithstanding any provisions to the contrary herein contained, no Owner may be called upon to pay more than his appropriate share of the management expenditure. The Registered Owner shall make payments and contributions towards the management expenditure which are of recurrent nature in respect of those Units and undivided shares unsold, provided that it shall not be obliged to make the payments and

contributions aforesaid in respect of Management Shares allocated to any part(s) of the Development the construction of which has not been completed, except to the extent that such uncompleted part(s) benefit(s) from the provisions of this Deed as to management and maintenance of the Development. All outgoings, including management expenses and any Government rent up to and inclusive of the date of assignment of the Units, shall be paid by the Registered Owner. An Owner must not be required to make any payment or reimburse the Registered Owner for these outgoings.

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

109. Revision to Management Budget

109.1 Without prejudice to the proviso in Clause 107, in the event of a deficiency occurring or seeming to the Manager likely to occur, or if there shall be any change in circumstances which, in the opinion of the Manager (whose decision shall be conclusive save for manifest error), require any revision to the Management Budget, the Manager may, at any time during the financial year, prepare a revised Management Budget in accordance with the procedures set out in Clause 102.2. Such revised Management Budget shall be reviewed by the Owners' Committee and the provisions of Clause 106 shall apply, mutatis mutandis, to the revised Management Budget as to the annual Management Budget. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.

109.2 The Manager shall also have the power, in the event of a revised Management Budget completed pursuant to and in accordance with Clause 109.1 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 amounts shall form part of the monthly contribution of such Owner to the management expenditure and be recoverable accordingly.

110. Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled in its discretion:

110.1 to charge the Owners a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to this Deed;

110.2 to charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting

out or decoration debris;

- 110.3 from time to time to make rules and regulations governing the supply and use of electricity, air-conditioning, water and other utilities to the Common Areas and the Common Facilities, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government;
- 110.4 to enter, with or without workmen, on reasonable notice (except in case of emergency), upon all parts of the Land and the Development necessary for the purpose of carrying out necessary repairs to any of the electricity, water and other utilities conduits, lines, installations, mains and pipes serving any part of the Land and the Development, whether or not the same belong exclusively to any Unit, Provided that the Manager shall, at its own costs and expense, repair any damage so caused (if any) and shall be liable for the negligent, wilful or criminal acts of the Manager, his employees and contractors;

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

111. Establishment and maintenance of Special Fund

- 111.1 There shall be established and maintained by the Manager a separate account under the Special Fund (for convenience purpose, where appropriate, referred to in this Deed as "Residential Account") in respect of the Residential Common Areas and the Residential Common Facilities. The Manager shall apply the money held in the Residential Account of the Special Fund for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually in relation to the Residential Common Areas and the Residential Common Facilities. Such expenses shall include, inter alia, expenses for the establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Residential Common Areas and the Residential Common Facilities, Provided that prior approval by a resolution of the Owners, at an Owners' meeting convened under this Deed, is required for any improvement works to facilities or services referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.
- 111.2 There shall be established and maintained by the Manager a separate account under the Special Fund (for convenience purpose, where appropriate,

referred to in this Deed as "Car Park Account") in respect of the Car Park Common Areas and the Car Park Common Facilities. The Manager shall apply the money held in the Car Park Account of the Special Fund for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually in relation to the Car Park Common Areas and the Car Park Common Facilities. Such expenses shall include, inter alia, expenses for the establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Car Park Common Areas and the Car Park Common Facilities, Provided that prior approval by a resolution of the Owners, at an Owners' meeting convened under this Deed, is required for any improvement works to facilities or services referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

- 111.3 The Manager shall apply the money held in the Residential Account of the Special Fund and the Car Park Account of the Special Fund in the proportion of (i) the total number of Management Shares allocated to all Residential Units to (ii) the total number of Management Shares allocated to all Car Parks for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually in relation to the Development Common Areas and the Development Common Facilities.
- 111.4 Each of the Residential Account and the Car Park Account of the Special Fund shall be an interest bearing account, opened and maintained with a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which shall refer to the Special Fund for the Development, and each account shall be used exclusively for the purposes referred to in Clauses 111.1 or 111.2 above (as the case may be) and managed by the Manager, on trust, for all Owners. All sums in such Special Fund shall be the property of the Owners. Reference shall be made to the Special Fund in the annual accounts in respect of the management of the Development and an estimate shall be made in such accounts of the time when there will be a need to draw on any account of the Special Fund, and the amount of money that will be then needed.
- 111.5 Each Owner covenants with the other Owners that he shall make further periodic contributions to the Special Fund. The amounts to be contributed by the Owners to the Special Fund in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.

- 111.6 Except in a situation considered by the Manager to be an emergency, money must not be paid out of any Special Fund, unless it is for a purpose approved by a resolution of the Owners' Committee (if any). The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.
- 111.7 The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
- 111.8 Without prejudice to the generality of Clause 111.4 above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which shall refer to the management of the Land and the Development, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the Special Fund.
- 111.9 The Manager shall display a document showing evidence of any account opened and maintained under Clauses 111.4 and 111.8 in a prominent place in the Development.
- 111.10 The Manager shall, without delay, pay all money received by it in respect of the Special Fund into the account(s) opened and maintained under Clause 111.4 above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 111.8 above.

E. Security for and recovery of monies due to Manager

112. The first Owner of each Unit (except the Registered Owner as provided in Clause 113 hereunder) shall upon assignment of his Unit from the Registered Owner:

- 112.1 deposit with the Manager, as security for the due payment of all amounts which may be or become payable by him under this Deed, a sum equivalent to, two (2) months' monthly contribution of the first year's budgeted management expenses, and such sum shall not be used to set off against any monthly contribution of the management expenses or any other contributions to be made by him, and such sum is non-refundable but transferable and is non-interest-bearing; and
- 112.2 pay to the Manager a sum equivalent to one (1) month's contribution of the first year's budgeted management expenses, as payment in advance of the first one month's contribution of the first year's budgeted management expenses; and

- 112.3 pay to the Manager a sum equivalent to two (2) months' monthly contribution of the first year's budgeted management expenses as his initial contribution to the Special Fund (in respect of such contribution, the Manager shall reasonably apportion such initial contribution amongst the relevant respective accounts of the Special Fund and in proportion to the number of Management Shares allocated to his Unit) and such sum is neither refundable nor transferable and is non-interest-bearing; and
- 112.4 pay to the Manager a non-refundable and non-transferable debris removal fee in a sum equivalent to one month's contribution of the first year's budgeted management expenses as shall be determined by the Manager, which shall be applied by the Manager towards the cost of removal from the Development of any debris or rubbish which may accumulate as a result of the initial fitting-out of the Units. For the avoidance of doubt, no debris removal fee as mentioned in this sub-clause is payable in respect of any Car Park. Any debris removal fee paid but not used for the aforesaid purposes shall be paid into and form part of the Residential Account of the Special Fund;
- 112.5 pay to the Manager a non-refundable but transferable sum to be determined by the Manager in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development as contribution to the utility charges deposits for utilities including water, electricity and gas for the Common Areas and Common Facilities.

For the avoidance of doubt (and in addition and without prejudice to the other rights of the Manager under this Deed), the Manager shall have the right to set off the deposit under the preceding Clause 112.1 against any sum payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set-off and, in any proceedings by the Manager against an Owner in respect of any default in payment, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of any such default. If the Manager shall have exercised its right of set-off as aforesaid, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to the amount of the deposit held by the Manager prior to the occurrence of any set-off in respect of the part of the Development which the Owner owns.

113. The Registered Owner shall also pay to the Manager the amounts payable under the preceding Clauses 112.1, 112.3 and 112.4, if the Registered Owner remains the owner of those undivided shares allocated to the Units in that part of the Development the construction of which has been completed and which remain unsold 3 months after the date of execution of this Deed or the date on which the Registered Owner is in a position validly to assign those undivided shares, whichever is later.

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

114.1 interest on the amount unpaid, calculated from the date of demand, at a rate per annum being two (2) percent above the Hong Kong Dollar prime rate from time to time quoted by The Hongkong And Shanghai Banking Corporation Limited. In the event of the aforesaid prime rate being unavailable due to any reason whatsoever, the aforesaid prime rate shall, for the purpose of this Clause 114.1, be substituted by another new interest rate as determined by any new guideline to be issued by the Government or relevant Government department.

114.2 a collection charge of not exceeding ten (10) percent of the amount due to cover administrative cost (other than legal costs and disbursements of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

115. 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 damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in connection with recovering or attempting to recover the same, shall be recoverable by civil action at the suit of the Manager, and the claim in any such action may include a claim for legal costs and disbursements on solicitor-and-own-client basis incurred by the Manager in such action. In any such action, the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners as a whole, and no Owner sued under the provisions of this Deed shall raise, nor shall 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.

116. In the event of any Owner failing to pay any sum due and payable by him in accordance with any provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of the date on which the same became payable, the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses that may be incurred in recovering or attempting to recover the same, including legal costs and disbursements referred to in Clause 115, and in registering the charge hereinafter referred to, shall stand charged on the undivided share(s) of the defaulting Owner, and the Manager shall be entitled, without prejudice to any other remedy to which the Manager may be entitled hereunder or otherwise, to register a memorial of such charge in the Land Registry against the undivided share(s) and the Unit or Units held therewith of the defaulting Owner. Such charge shall remain enforceable as hereinafter mentioned, notwithstanding that judgment has been obtained for the amount thereof, unless and until such judgment has been satisfied.

117. Any charge registered in accordance with the preceding Clause 116 shall be

enforceable as an equitable charge by action, at the suit of the Manager, for an order for sale of the undivided share(s) of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Unit held therewith, and the provisions of Clause 115 shall apply equally to any such action.

F. Application of monies received by Manager

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

119. Where any compensation, damages, costs or expenses is/are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which a claim has been made against the Owners, or any of them, as provided in Clause 115, the same shall, after deduction of all and any costs and expenses incurred by the Manager in recovering the same, be credited to and form part of the management fund.

120. All moneys paid to the Manager by way of interest and collection charges shall be credited to the relevant account(s) of the Special Fund.

G. Owners' interest in funds

121. Any person (including the Registered Owner) ceasing to be an Owner of any undivided share(s) in the Land and the Development shall, thereupon, cease to have any interest in the funds held by the Manager including the deposit paid under Clause 112.1, 112.5 or Clause 113 (as the case may be) and the Special Fund, to the intent that all such funds shall be held and applied for the management of the Land and the Development, irrespective of changes in the ownership of the undivided share(s) in the Land and the Development PROVIDED that any deposit paid by the Owner (other than the Registered Owner) under Clause 112.1 or 112.5 (as the case may be) and any deposit payable under Clause 112.1 and paid by the Registered Owner under Clause 113 shall be transferred into the name of the new Owner of such undivided share(s) AND PROVIDED further that, upon the Land reverting to the Government or no renewal of the Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or, in the case of extinguishment of rights and obligations as aforesaid, an appropriate part of the said funds, shall be divided among the then Owners of the Development in proportion to the respective contributions made by them or their respective predecessors under the provisions of Subsection D of this Section immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, among the Owners whose rights and obligations are extinguished.

H. Management records and accounts

122. The Manager may change the financial year once only in every five (5) years (unless otherwise approved by a resolution of the Owners' Committee or the Owners' Corporation (if formed)) by giving 3 months' notice in writing in advance to the Owners.

123. Account(s) referring to management of the Land and the Development

123.1 All monies and deposits collected by the Manager in the exercise of its powers and duties hereunder shall, unless otherwise authorized by the Owners' Committee, be held by the Manager, on trust, for and on behalf of all the Owners and shall be paid into an interest-bearing bank account opened and maintained with a licensed bank within the meaning of section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), exclusively in respect of the management of the Land and the Development, and shall only be used for the good and efficient management of the Land and the Development (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 in such amount and subject to such conditions as may be approved by a resolution of the Owners' Committee (if any)).

123.2 Without prejudice to the generality of Clause 123.1, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which shall refer to the management of the Land and the Development, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the management of the Development. The Manager shall display a document showing evidence of any account opened and maintained under Clause 123.1 or this Clause 123.2 in a prominent place in the Development. Subject to Clause 123.1, the Manager shall, without delay, pay all money received by the Manager in respect of the management of the Development into the account opened and maintained under Clause 123.1 or, if there is an Owners' Corporation, the account or accounts opened and maintained under this Clause 123.2.

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

125. Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a detailed summary of the income and expenditure and balance sheet in respect of its management of the Land and the Development within that period, and shall display a copy of the same in a

prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days.

126. Within two (2) months after the end of each financial year, the Manager shall prepare annual accounts, comprising income and expenditure accounts and balance sheet for that financial year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days. Such accounts shall be audited by auditors appointed by the Manager provided always that, prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice. Each annual account shall include details of the Special Fund required by Clause 111 and an estimate of the time when there will be a need to draw on that Special Fund and the amount of money that will be then needed.

127. The Manager shall, upon request and upon the payment of a reasonable copying charge, supply any Owner with a copy of any records or document at any time after the same shall have been prepared as herein provided, and all copying charges collected hereunder shall be credited to the relevant account of the Special Fund.

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

129. 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 provisions of this Deed, and the accountants' fees shall be part of the management expenditure. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time, provided that the Owners' Committee or the Owners, at a meeting of the Owners, may choose to appoint an auditor of their choice from time to time. If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in the resolution, the Manager shall, without delay, arrange for such an audit to be carried out by that person and

129.1 permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and

129.2 on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and

expenditure account and balance sheet, or both, as requested by the Owner.

130. Manager's obligations upon ending of appointment

130.1 Subject to Clause 130.2, if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends and, in any event, within fourteen (14) days of the date on which appointment ends, deliver to the Owners' Committee (if any), or the manager appointed in its place, any movable property in respect of the control, management and administration of the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

130.2 If the Manager's appointment ends for any reason, he shall within two (2) months of the date on which his appointment ends:

130.2.1 prepare:

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

130.2.1.2 a balance sheet as at the date his appointment ends,

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

130.2.2 deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of account, papers, documents, plans and other records which may be required for any purpose of the preceding Clause 130.2.1 but which have not been delivered under Clause 130.1.

SECTION VII

OWNERS' MEETING AND OWNERS' COMMITTEE

A. Meetings of the Owners

131. An Annual General Meeting of the Owners of the Development shall be held not earlier than twelve (12) months and not later than fifteen (15) months after the date of the first or previous Annual General Meeting. The Owners of the Development may meet from time to time, as occasion may require, to discuss and decide matters concerning the management of the Land and the Development.

132. The Annual General Meeting and any meeting of the Owners of the Development shall be validly convened either by the Manager or by the Owners' Committee by not less than fourteen (14) days' prior notice in writing to the Owners, specifying the date, time and place of the meeting, the subjects to be discussed and the resolutions (if any) that are to be proposed. Provided, however, that a meeting of the Owners other than an Annual General Meeting may be convened by the Manager, or the Owners' Committee, or an Owner appointed to convene such a meeting by Owners who hold not less than 5% of all the undivided shares in aggregate in the Land and the Development, by notice in the manner previously set out or by giving such notice to the Manager who shall, as soon as possible, convene a meeting in the manner previously set out. A notice of meeting to an Owner may be given by delivering it personally to the Owner, or by sending it by post to the Owner at his last known address, or by leaving it at the Owner's Unit, or depositing it in the letter-box for his Unit.

133. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business, and 1/10th of the Owners shall be a quorum. For the purpose of this clause, 1/10th of the Owners shall mean 1/10 of the number of the Owners, without regard to their ownership of any particular percentage of the total number of undivided shares of the Development, and shall not be construed as the Owners of 1/10 of the undivided shares in aggregate.

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

135. The Chairman of the Owners' Committee shall be the chairman of the meeting. If the meeting is convened by the Manager or an Owner appointed as mentioned in Clause 132, the person convening the meeting shall be the chairman of the meeting.

136. All resolutions passed at any such meeting by a majority of the Owners present in person, or by proxy, and voting shall be binding on all the Owners and the Manager of the Development Provided that such resolutions shall not be contrary to any of the covenants, terms and conditions contained in this Deed or the Government Grant. An

instrument appointing a proxy shall be in the form of Form 1 as set out in Schedule 1A to the Building Management Ordinance and shall be signed by the Owner or, if the Owner is a body corporate, shall (notwithstanding anything to the contrary in its constitution) be impressed with the seal or chop of that body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or the person convening the meeting pursuant to Clause 132, at least forty-eight (48) hours before the time for holding the meeting. 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.

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

138. Subject to Clause 143, every Owner entitled to be present and actually present at the meeting shall have one vote for every undivided share held by him.

139. In the case of Owners who, together, are entitled to one undivided share, such Owners shall jointly have one vote for each undivided share, and the vote in respect of that share may be cast by a proxy jointly appointed by the co-owners or by a person appointed by the co-owners from amongst themselves and, if no appointment has been made as aforesaid, the vote in respect of that share may be cast either by one of the co-owners personally or by proxy appointed by one of the co-owners and, in the case of any meeting where two or more persons are the co-owners of a share and more than one of the co-owners seeks to cast a vote in respect of the undivided share, only the vote that is cast, whether in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that undivided share in the register kept at the Land Registry shall be treated as valid. In case of an equality of votes, the chairman of the meeting shall have, in addition to a deliberative vote, a casting vote. Without prejudice to the foregoing provisions, the votes of Owners may be given either personally or by proxy.

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

141. Within nine (9) months from the date of this Deed, the Manager shall convene a meeting of the Owners and the Manager shall call further and subsequent meetings, if required, for the purpose of forming an Owners' Committee and electing the first Chairman thereof or appointing a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance. The first Chairman and members of the Owners' Committee shall act until the first Annual General Meeting when the post of Chairman and members of the Owners' Committee shall fall vacant and an election for Chairman and members of the Owners' Committee shall be held. Thereafter, a Chairman shall be elected at each Annual General Meeting for the ensuing year.

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

- 142.1 to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Development;
- 142.2 to apply, if thought fit, for registration as a corporation under the Building Management Ordinance;
- 142.3 prior to the formation of the Owners' Corporation, to remove the Manager of the Development with the sanction of a resolution passed by a majority of votes of Owners, voting either personally or by proxy, in a meeting of the Owners of the Development, duly convened and supported by Owners of not less than fifty percent (50%) of the undivided shares in aggregate (excluding the undivided shares allocated to the Common Areas and the Common Facilities) in the Development, and upon the giving to the Manager not less than three (3) months' notice in writing;
- 142.4 to appoint (whether in place of any Manager removed or to fill any vacancy other than that which arises upon termination of the Manager's appointment in accordance with Clause 87.3 of this Deed) any service company or agent as a Manager of the Development upon the termination of the then Manager's appointment;
- 142.5 to undertake, consider, review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

143. Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and the Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum of any meeting. Accordingly, the undivided shares as referred to in Clause 138 shall not include the undivided shares allocated to the Common Areas and the Common Facilities.

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

B. Meetings of the Owners' Committee

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

146. In the election of members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Development to represent the Owners PROVIDED THAT the total number of representatives shall not be less than nine (9). For the time being and unless and until otherwise determined by a meeting of the Owners, there shall be seven (7) representatives for the Owners of the Residential Units and two (2) representatives for the Owners of the Car Parks.

147. Owners' Committee members

147.1 Any of the following shall be eligible for election as a member of the Owners' Committee under Clause 146:

147.1.1 the Owner of a Unit, if he is an individual;

147.1.2 where a Unit is co-owned by more than one individual Owner, any one, but not the other(s), of them; or

147.1.3 where the Owner of a Unit is a corporate body, any one representative appointed by such Owner.

147.2 The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time upon notice served on the Owners' Committee.

147.3 If an Owner owns more than one Unit, he shall be entitled to propose more than one candidate (but limited to one candidate for each Unit) to be eligible for election as Owners' Committee members.

148. A member of the Owners' Committee shall hold office until the Annual General Meeting of Owners next following his appointment or election provided that:

148.1 He shall nevertheless cease to hold office if:

148.1.1 he resigns by notice in writing to the Owners' Committee;

148.1.2 he ceases to be eligible; or

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

148.2 If in any Annual General Meeting at which an election of the Owners' Committee should take place, the office of the retiring members or any of them is not filled or, if in any year, no Annual General Meeting is held, the members of the Owners' Committee shall continue in office until the next

Annual General Meeting.

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

150. Subject to Clause 146 above, the Owners' Committee may appoint any eligible Owner to fill any casual vacancy or as an additional member for the current term.

151. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below five (5). In the event that the number is reduced below five (5), the remaining member(s) of the Owners' Committee may act, but only for the purpose of calling a meeting of the Owners to elect an Owners' Committee.

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

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

154. Officers of the Owners' Committee

154.1 The officers of the Owners' Committee ("Officers") shall be:

- (a) the Chairman;
- (b) the secretary;
- (c) the treasurer; and
- (d) such other officers (if any) as the Owners' Committee may from time to time elect.

154.2 The Officers shall be elected by the Owners, such election to be held at, or as soon as reasonably possible after, the Annual General Meeting at which the Owners' Committee is elected and at such other times as may be necessary.

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

155. The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. Such notice

may be given by delivering it personally to the member of the Owners' Committee, or by sending it by post to the member of the Owners' Committee at his last known address, or by leaving it at the member's Unit or depositing it in the letter-box for that Unit.

156. The quorum at a meeting of the Owners' Committee shall be at least half of total number of members of the Owners' Committee (rounded up to the nearest whole number), or three (3) such members, whichever is greater.

157. 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.

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

C. Procurement of supplies, goods or services by the Owners' Committee

159. Subject to provisions in Schedule 7 to the Building Management Ordinance, the procurement of supplies, goods or services by the Owners' Committee that involves amounts in excess of HK\$200,000 (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 Management Budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Building Management Ordinance will apply to the Owners' Committee with any appropriate variations.

SECTION VIII

REINSTATEMENT

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

161. Notwithstanding any other provisions to the contrary herein contained, the following provisions shall apply to a meeting convened either by the Owners or by the Manager under the provisions of this Section:

161.1 Every such meeting shall be convened by at least fourteen (14) days' prior notice in writing given by the Manager, either personally, or by post addressed to the Owners at their last known addresses, or by leaving the notices at the Owners' Units, or depositing the notices in the letter-boxes of their Units.

161.2 Subject to Clause 161.12, no business shall be transacted at any meeting unless a quorum is present throughout the meeting, and Owners present in person or by proxy who, in the aggregate, have vested in them not less than seventy-five percent (75%) of the total number of undivided shares in the

damaged part or parts of the Development (excluding the undivided shares allocated to the Common Areas and the Common Facilities) shall be a quorum.

- 161.3 Subject to Clause 161.12, 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 at the same place.
- 161.4 The Manager/ the person(s) convening the meeting shall be the chairman of the meeting.
- 161.5 The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof.
- 161.6 Subject to Clause 161.12, every Owner shall have one vote for each undivided share vested in him and, in the case of Owners who, together, are entitled to one such undivided share, such Owners shall jointly have one vote for each such undivided share and, in case of dispute, the first named in the register kept in the Land Registry of such Owners shall have the right to vote.
- 161.7 Votes may be given either personally or by proxy.
- 161.8 An instrument appointing a proxy shall be in the form of Form 1 as set out in Schedule 1A to the Building Management Ordinance and shall be signed by the Owner or, if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the chairman of the meeting or the person convening the meeting pursuant to this Deed, at least forty-eight (48) hours before the time for holding the meeting. 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.
- 161.9 Subject to Clause 161.12, a resolution passed by not less than seventy-five percent (75%) majority of the Owners, present in person or by proxy and voting, at a duly convened meeting of the Owners present in person or by proxy who, in the aggregate, have vested in them not less than seventy-five percent (75%) of the undivided shares allocated to the damaged part or parts of the Development shall be binding on all the Owners of such part or parts of the Development Provided that:
- 161.9.1 the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;

161.9.2 any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;

161.9.3 no resolution shall be valid if it is contrary to the provisions of this Deed.

161.10 Subject to Clause 161.12, a resolution in writing signed by Owners who, in the aggregate, have vested in them for the time being not less than seventy-five percent (75%) of the undivided shares allocated to the part or parts of the Development in question (excluding the undivided shares allocated to the Common Areas and the Common Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

161.11 Any accidental omission to give notice as aforesaid to any Owners shall not invalidate the meeting or any resolution passed thereat.

161.12 Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and the Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the undivided shares as referred to in Clauses 161.2, 161.3, 161.6, 161.9 and 161.10 shall not include the undivided shares allocated to the Common Areas and the Common Facilities.

SECTION IX
EXCLUSIONS AND INDEMNITIES

162. The Manager, its employees, agents or contractors and the Owners' Committee shall not be liable to the Owners, or any of them, or to any person or persons whomsoever, whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of the provisions of this Deed, not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager, its employees, agents or contractors or the Owners' Committee, and the Owners shall fully and effectually indemnify the Manager, its employees, agents and contractors and the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted to be done not being an act or omission involving criminal liability or dishonesty or negligence as aforesaid and all costs and expenses in connection therewith. 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 or the Owners' Committee to the Owners for any act or omission involving criminal liability, dishonesty or negligence of the Manager or its employees, agents or contractors or the Owners' Committee 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 employees, agents or contractors or the Owners' Committee from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any such act or omission. Without in any way limiting the generality of the foregoing, the Manager, its employees, agents or contractors and the Owners' Committee shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

- 162.1 any defect in or failure or breakdown of any of the Common Areas or the Common Facilities; or
- 162.2 any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development; or
- 162.3 any fire or flooding or the overflow or leakage of water or other effluent from anywhere, whether within or outside the Development; or
- 162.4 the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- 162.5 any theft, burglary, robbery or crime within the Development,

unless it can be shown that such damage, loss or injury has been caused by an act or omission of the Manager, its employees, agents or contractors or the Owners' Committee involving criminal liability or dishonesty or negligence, and Provided that the contribution or any other charges payable under this Deed, or any part thereof, shall not be abated or cease to be payable on account thereof.

SECTION X

MISCELLANEOUS

163. Without prejudice to any provisions herein contained, no person shall, after ceasing to be an Owner of any undivided shares in the Land and the Development, be liable for any debts, liabilities or obligations under the covenants, terms and conditions of this Deed in respect of such undivided share and/or the part of the Development held therewith, save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.

164. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of notices. Any Owner not occupying or using his Unit must provide the Manager with an address in Hong Kong for service of notices under this Deed, failing which, the address of his Unit shall be deemed to be his address for service.

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

166. Subject as hereinbefore provided, in the case notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served, if served personally upon the party to be served or sent by post addressed to the party to whom the notices or demands are given at his last known address or left at the Unit or the letter-box thereof of which the party to be served is the Owner, notwithstanding that such party shall not personally occupy the same, Provided that where notice is to be given to an Owner who is a chargor, such notice may also be served on the chargee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known place of business or residence. All notices required to be given to the Manager shall be sufficiently served, if sent by prepaid post, addressed to or, if by hand, left at the registered office of the Manager.

167. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns, and the benefit and burden thereof shall be annexed to the Common Areas, the Common Facilities and to the undivided shares held therewith.

168. Provisions of this Deed

- 168.1 (a) No provision in this Deed shall prejudice or contravene, or in any way be construed or constructed so as to prejudice or exclude or contravene or contradict or overrule or fail to comply with, the provisions of the Building Management Ordinance including the Schedules thereto.
- (b) A copy of each of Schedules 7 and 8 to the Building Management Ordinance (English and Chinese Versions) shall be kept at the Manager's office in the Development, for reference by the Owners, free of charge, during normal office hours of the Manager. A copy of the said Schedules 7 and 8 shall be provided to any Owner, upon request, at the expense of such Owner and upon payment of a reasonable charge. All charges received will be paid into the relevant account(s) of the Special Fund.
- (c) No provision in this Deed shall conflict with, or be in breach of, any terms and conditions contained in the Government Grant.
- 168.2 At any time after the formation, and during the period of existence, of the Owners' Corporation under the Building Management Ordinance, the Owners' meeting under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation, and the Owners' Committee under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation where a management committee of the Owners' Corporation is or has been appointed. The general meeting of the Owners' Corporation shall take the place of the Owners' meeting and the management committee of the Owners' Corporation shall take the place of the Owners' Committee.
- 168.3 Upon execution of this Deed, the Registered Owner shall assign the whole of the undivided shares in the Common Areas and the Common Facilities, together with the Common Areas and the Common Facilities, free of cost or consideration, to the Manager appointed under this Deed who must hold the said undivided shares on trust for the benefit of all Owners. Subject as hereinafter provided, on termination of the Manager's appointment, the Manager must assign the undivided shares in the Common Areas and the Common Facilities, free of costs or consideration, to its successor in office as the Manager, who must hold the said undivided shares on trust for the benefit of all Owners. If an Owners' Corporation is formed under the Building Management Ordinance, it may require the Manager, in accordance with this Deed, to assign the undivided shares in the Common Areas and the Common Facilities and transfer the management responsibilities to the Owners' Corporation free of costs or consideration, in which event, the Owners' Corporation must hold such undivided shares on trust for all the Owners.

169. The Registered Owner (which expression, for the purpose of this clause, shall exclude its assigns) shall, at the cost of the Registered Owner and within one month from the date of this Deed, cause this Deed to be translated into Chinese, and such Chinese text shall be available for inspection by all Owners at the Manager's office in the Development free of charge. A copy of the Chinese text of this Deed shall be supplied to each Owner, on request, at his expense and upon payment of a reasonable charge. All charges received shall be credited to the relevant account(s) of the Special Fund. A copy of the English text of this Deed shall also be deposited in the Manager's office, for inspection by all Owners free of costs and for taking copies at their own expense. In the event of dispute as to the effect or construction thereof, the English text shall prevail.

170. A set of plans showing the Common Areas and Common Facilities (where such can be shown and delineated on plans, as appropriate) and any subsequent amendments thereto shall be prepared by the Registered Owner and certified as to their accuracy by the Authorised Person and kept at the Manager's office, and may be inspected by the Owners during normal office hours free of costs and charges.

171. The undivided shares allocated to the Common Areas and the Common Facilities shall not carry any voting rights at any meeting, whether under this Deed, the Building Management Ordinance or otherwise, or any liability to pay any fees under this Deed, nor shall such undivided shares be taken into account for the purpose of calculating the quorum of any meeting under this Deed.

172. Works and Installations and maintenance manual

172.1 The Registered Owner shall, at its own cost, compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details:

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) recommended maintenance strategy and procedures;
- (iv) a list of items of the Works and Installations requiring routine maintenance;
- (v) recommended frequency of routine maintenance inspection;

- (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) recommended maintenance cycle of the Works and Installations.

172.2 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 expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

173. The schedule and the maintenance manual for the Works and Installations shall be revised, if necessary in future, to take into account any necessary changes such as addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements. If any revision is made to the schedule and the maintenance manual for the Works and Installations, Clauses 174, 175 and 176 of this Deed must be complied with.

174. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule 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.

175. 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.

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

177. In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; words importing persons shall include corporations and vice versa; references to clauses and schedules are to be construed as references to clauses of, and schedules to, this Deed, unless otherwise indicated. The headings of sections, sub-sections and clauses are inserted for convenience only and for reference, and in no way define, limit or describe the scope of this Deed or the intent of any provisions thereof.

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

FIRST SCHEDULE

The Government Grant

Conditions of Sale No.20217, particulars of which are as follows:

- (a) Date : the 26th day of March 2014
- (b) Parties : Big Nice Development Limited (鉅美發展有限公司) of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part
- (c) Term : 50 years from the 26th day of March 2014
- (d) Lot : New Kowloon Inland Lot No.6527

SECOND SCHEDULE

(Allocation of undivided shares)

Summary of allocation of undivided shares

| <u>Description</u> | <u>Number of undivided shares</u> |
|---------------------------------------|-----------------------------------|
| 1. Residential Units | 49662 |
| 2. Car Parks | 898 |
| 3. Common Areas and Common Facilities | 1001 |
| | <hr/> |
| TOTAL UNDIVIDED SHARES : | <u>51561</u> |

Allocation of undivided shares to each Residential Unit

(1) Tower 1A

| Floor | Residential Unit | Number of undivided shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|--|------------------|---|-----------------------------|-----------|
| 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-26/F | Unit A | 78 | 22 | 1716 |
| | Unit B | 50 | 22 | 1100 |
| | Unit C | 23 | 22 | 506 |
| | Unit D | 33 | 22 | 726 |
| | Unit E | 33 | 22 | 726 |
| | Unit F | 49 | 22 | 1078 |
| | Unit G | 33 | 22 | 726 |
| 27/F-33/F and 35/F-36/F | Unit A | 78 | 9 | 702 |
| | Unit B | 50 | 9 | 450 |
| | Unit C | 23 | 9 | 207 |
| | Unit D | 33 | 9 | 297 |
| | Unit E | 33 | 9 | 297 |
| | Unit F | 48 | 9 | 432 |
| | Unit G | 33 | 9 | 297 |
| 37/F | Unit B | 50 | 1 | 50 |
| | Unit C | 23 | 1 | 23 |
| | Unit D | 33 | 1 | 33 |
| | Unit E | 33 | 1 | 33 |
| | Unit F | 48 | 1 | 48 |
| | Unit G | 33 | 1 | 33 |
| 38/F | Unit D | 34 | 1 | 34 |
| | Unit E | 33 | 1 | 33 |
| | Unit F | 48 | 1 | 48 |
| | Unit G | 33 | 1 | 33 |
| 37/F-38/F and Roof | Unit A *▲ | 227 | 1 | 227 |
| | | | Sub-Total | 9855 |

(2) Tower 1B

| Floor | Residential Unit | Number of undivided shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|--|------------------|---|-----------------------------|-----------|
| 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-26/F | Unit A | 46 | 22 | 1012 |
| | Unit B | 30 | 22 | 660 |
| | Unit C | 21 | 22 | 462 |
| | Unit D | 33 | 22 | 726 |
| | Unit E | 32 | 22 | 704 |
| | Unit F | 47 | 22 | 1034 |
| | Unit G | 33 | 22 | 726 |
| | Unit H | 47 | 22 | 1034 |
| 27/F-33/F and 35/F-36/F | Unit A | 46 | 9 | 414 |
| | Unit B | 30 | 9 | 270 |
| | Unit C | 21 | 9 | 189 |
| | Unit D | 33 | 9 | 297 |
| | Unit E | 32 | 9 | 288 |
| | Unit F | 47 | 9 | 423 |
| | Unit G | 33 | 9 | 297 |
| | Unit H | 47 | 9 | 423 |
| 37/F | Unit A | 46 | 1 | 46 |
| | Unit B | 30 | 1 | 30 |
| | Unit C | 21 | 1 | 21 |
| | Unit D | 33 | 1 | 33 |
| | Unit E | 32 | 1 | 32 |
| | Unit F | 47 | 1 | 47 |
| | Unit G | 33 | 1 | 33 |
| | Unit H | 47 | 1 | 47 |
| 38/F | Unit A | 46 | 1 | 46 |
| | Unit B | 30 | 1 | 30 |
| | Unit C | 21 | 1 | 21 |
| | Unit D | 33 | 1 | 33 |
| | Unit E | 32 | 1 | 32 |
| | Unit F | 47 | 1 | 47 |
| | Unit G | 33 | 1 | 33 |
| | Unit H | 47 | 1 | 47 |
| | | | Sub-Total | 9537 |

(3) Tower 2A

| Floor | Residential Unit | Number of undivided shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|------------------------|------------------|---|-----------------------------|-----------|
| 5/F | Unit A | 107 | 1 | 107 |
| | Unit B* | 79 | 1 | 79 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 82 | 1 | 82 |
| 6/F-12/F and 15/F-21/F | Unit A | 107 | 14 | 1498 |
| | Unit B | 83 | 14 | 1162 |
| | Unit C | 51 | 14 | 714 |
| | Unit D | 48 | 14 | 672 |
| | Unit E | 49 | 14 | 686 |
| | Unit F | 82 | 14 | 1148 |
| 22/F | Unit A | 107 | 1 | 107 |
| | Unit B | 83 | 1 | 83 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 82 | 1 | 82 |
| 23/F and 25/F-32/F | Unit A | 107 | 9 | 963 |
| | Unit B | 83 | 9 | 747 |
| | Unit C | 51 | 9 | 459 |
| | Unit D | 48 | 9 | 432 |
| | Unit E | 49 | 9 | 441 |
| | Unit F | 82 | 9 | 738 |
| 33/F | Unit A | 107 | 1 | 107 |
| | Unit B | 83 | 1 | 83 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 83 | 1 | 83 |
| 35/F | Unit A | 107 | 1 | 107 |
| | Unit B | 83 | 1 | 83 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 85 | 1 | 85 |

| Floor | Residential Unit | Number of undivided shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|--------------------|----------------------|---|-----------------------------|-----------|
| 36/F | Unit A | 107 | 1 | 107 |
| | Unit B | 83 | 1 | 83 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 86 | 1 | 86 |
| 37/F | Unit B | 83 | 1 | 83 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 86 | 1 | 86 |
| 38/F | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| 38/F and Roof | Unit F [▲] | 160 | 1 | 160 |
| 37/F-38/F and Roof | Unit A ^{*▲} | 262 | 1 | 262 |
| | | | Sub-Total | 12600 |

(4) Tower 2B

| Floor | Residential Unit | Number of undivided shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|------------------------|------------------|---|-----------------------------|-----------|
| 5/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 30 | 1 | 30 |
| | Unit D | 28 | 1 | 28 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 81 | 1 | 81 |
| | Unit G | 49 | 1 | 49 |
| 6/F-12/F and 15/F-21/F | Unit A | 94 | 14 | 1316 |
| | Unit B | 78 | 14 | 1092 |
| | Unit C | 30 | 14 | 420 |
| | Unit D | 28 | 14 | 392 |
| | Unit E | 48 | 14 | 672 |
| | Unit F | 81 | 14 | 1134 |
| | Unit G | 49 | 14 | 686 |
| 22/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 28 | 1 | 28 |
| | Unit D | 29 | 1 | 29 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 80 | 1 | 80 |
| | Unit G | 49 | 1 | 49 |
| 23/F and 25/F-32/F | Unit A | 94 | 9 | 846 |
| | Unit B | 78 | 9 | 702 |
| | Unit C | 30 | 9 | 270 |
| | Unit D | 28 | 9 | 252 |
| | Unit E | 48 | 9 | 432 |
| | Unit F | 80 | 9 | 720 |
| | Unit G | 49 | 9 | 441 |
| 33/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 30 | 1 | 30 |
| | Unit D | 28 | 1 | 28 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 80 | 1 | 80 |
| | Unit G | 49 | 1 | 49 |

| Floor | Residential Unit | Number of undivided shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|---------------|---------------------|---|-----------------------------|-----------|
| 35/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 30 | 1 | 30 |
| | Unit D | 28 | 1 | 28 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 83 | 1 | 83 |
| | Unit G | 49 | 1 | 49 |
| 36/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 30 | 1 | 30 |
| | Unit D | 28 | 1 | 28 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 85 | 1 | 85 |
| | Unit G | 49 | 1 | 49 |
| 37/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 30 | 1 | 30 |
| | Unit D | 28 | 1 | 28 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 85 | 1 | 85 |
| | Unit G | 49 | 1 | 49 |
| 38/F | Unit B | 78 | 1 | 78 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 85 | 1 | 85 |
| | Unit G | 49 | 1 | 49 |
| 38/F and Roof | Unit A [▲] | 163 | 1 | 163 |
| | | | Sub-Total | 12253 |

(5) Tower 3

| Floor | Residential Unit | Number of undivided shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|-----------------------|-----------------------|---|-----------------------------|-----------|
| G/F and 1/F | Unit A1 [#] | 133 | 1 | 133 |
| | Unit A2 [#] | 107 | 1 | 107 |
| | Unit A3 [#] | 106 | 1 | 106 |
| | Unit A5 [#] | 106 | 1 | 106 |
| | Unit A6 [#] | 114 | 1 | 114 |
| | Unit B1 [#] | 98 | 1 | 98 |
| | Unit B2 [#] | 96 | 1 | 96 |
| | Unit B3 [#] | 96 | 1 | 96 |
| 2/F and 3/F | Unit B5 [#] | 74 | 1 | 74 |
| | Unit A21 [*] | 120 | 1 | 120 |
| | Unit A22 [*] | 92 | 1 | 92 |
| | Unit A23 [*] | 91 | 1 | 91 |
| | Unit A25 [*] | 91 | 1 | 91 |
| | Unit A26 | 111 | 1 | 111 |
| | Unit B21 [*] | 84 | 1 | 84 |
| | Unit B22 [*] | 83 | 1 | 83 |
| 5/F,6/F and Roof | Unit B23 [*] | 83 | 1 | 83 |
| | Unit B25 [*] | 69 | 1 | 69 |
| | Unit A51 [^] | 127 | 1 | 127 |
| | Unit A52 [^] | 98 | 1 | 98 |
| | Unit A53 [^] | 97 | 1 | 97 |
| | Unit A55 [^] | 97 | 1 | 97 |
| | Unit A56 [^] | 116 | 1 | 116 |
| | Unit B51 [^] | 89 | 1 | 89 |
| | Unit B52 [^] | 88 | 1 | 88 |
| Unit B53 [^] | 88 | 1 | 88 | |
| Unit B55 [^] | 74 | 1 | 74 | |
| | | | Sub-Total | 2628 |

(6) Tower 5

| Floor | Residential Unit | Number of undivided shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|------------------|-----------------------|---|-----------------------------|-----------|
| G/F and 1/F | Unit C1 [#] | 132 | 1 | 132 |
| | Unit C2 [#] | 106 | 1 | 106 |
| | Unit C3 [#] | 106 | 1 | 106 |
| | Unit C5 [#] | 106 | 1 | 106 |
| | Unit C6 [#] | 108 | 1 | 108 |
| | Unit C7 [#] | 108 | 1 | 108 |
| | Unit C8 [#] | 126 | 1 | 126 |
| | Unit D1 [#] | 115 | 1 | 115 |
| 2/F and 3/F | Unit D2 [#] | 115 | 1 | 115 |
| | Unit C21 [*] | 120 | 1 | 120 |
| | Unit C22 [*] | 91 | 1 | 91 |
| | Unit C23 [*] | 91 | 1 | 91 |
| | Unit C25 [*] | 91 | 1 | 91 |
| | Unit C26 [*] | 92 | 1 | 92 |
| | Unit C27 [*] | 92 | 1 | 92 |
| | Unit C28 [*] | 116 | 1 | 116 |
| 2/F, 3/F and 5/F | Unit D21 | 103 | 1 | 103 |
| | Unit D22 [*] | 117 | 1 | 117 |
| 5/F,6/F and Roof | Unit C51 [▲] | 128 | 1 | 128 |
| | Unit C52 [▲] | 96 | 1 | 96 |
| | Unit C53 [▲] | 96 | 1 | 96 |
| | Unit C55 [▲] | 96 | 1 | 96 |
| | Unit C56 [▲] | 97 | 1 | 97 |
| | Unit C57 [▲] | 98 | 1 | 98 |
| | Unit C58 [▲] | 122 | 1 | 122 |
| | Unit D51 [▲] | 121 | 1 | 121 |
| | | | Sub-Total | 2789 |

Remarks:-

- (i) There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1A.
- (ii) There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1B.
- (iii) There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2A.

- (iv) There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2B.
- (v) There is no designation of 4/F in Tower 3.
- (vi) There is no designation of 4/F in Tower 5.
- (vii) This is no designation of Tower 4.
- (viii) “*” means including the flat roof(s).
- (ix) “#” means including the garden(s).
- (x) “▲” means including roof(s).

Allocation of undivided shares to the Car Parks

| | Car Parks | Number of undivided shares allocated to each Car Park | Number of spaces | Sub-total |
|------------|---|---|------------------|-----------|
| (i) | Residential Parking Spaces Nos.P001 – P197 on B/F | 5 shares each | 176 | 880 |
| (ii) | Motor Cycle Parking Spaces Nos.M01 – M21 on B/F | 1 share each | 18 | 18 |
| Sub-Total: | | | | 898 |

Remarks:-

1. There are no designations of Residential Parking Spaces Nos. P004, P013, P014, P024, P034, P044, P054, P064, P074, P084, P094, P104, P114, P124, P134, P144, P154, P164, P174, P184 and P194.
2. There are no designations of Motor Cycle Parking Spaces Nos.M04, M13 and M14.

THIRD SCHEDULE

(Allocation of Management Shares)

Summary of allocation of Management Shares

| <u>Description</u> | <u>Number of Management Shares</u> |
|---------------------------------------|------------------------------------|
| 1. Residential Units | 49662 |
| 2. Car Parks | 898 |
| 3. Common Areas and Common Facilities | 0 |
| | <hr/> |
| TOTAL MANAGEMENT SHARES : | <u>50560</u> |

Allocation of Management Shares to each Residential Unit

(1) Tower 1A

| Floor | Residential Unit | Number of Management Shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|--|----------------------|--|-----------------------------|-----------|
| 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-26/F | Unit A | 78 | 22 | 1716 |
| | Unit B | 50 | 22 | 1100 |
| | Unit C | 23 | 22 | 506 |
| | Unit D | 33 | 22 | 726 |
| | Unit E | 33 | 22 | 726 |
| | Unit F | 49 | 22 | 1078 |
| | Unit G | 33 | 22 | 726 |
| 27/F-33/F and 35/F-36/F | Unit A | 78 | 9 | 702 |
| | Unit B | 50 | 9 | 450 |
| | Unit C | 23 | 9 | 207 |
| | Unit D | 33 | 9 | 297 |
| | Unit E | 33 | 9 | 297 |
| | Unit F | 48 | 9 | 432 |
| | Unit G | 33 | 9 | 297 |
| 37/F | Unit B | 50 | 1 | 50 |
| | Unit C | 23 | 1 | 23 |
| | Unit D | 33 | 1 | 33 |
| | Unit E | 33 | 1 | 33 |
| | Unit F | 48 | 1 | 48 |
| | Unit G | 33 | 1 | 33 |
| 38/F | Unit D | 34 | 1 | 34 |
| | Unit E | 33 | 1 | 33 |
| | Unit F | 48 | 1 | 48 |
| | Unit G | 33 | 1 | 33 |
| 37/F-38/F and Roof | Unit A* [▲] | 227 | 1 | 227 |
| | | | Sub-Total | 9855 |

(2) Tower 1B

| Floor | Residential Unit | Number of Management Shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|--|------------------|--|-----------------------------|-----------|
| 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-26/F | Unit A | 46 | 22 | 1012 |
| | Unit B | 30 | 22 | 660 |
| | Unit C | 21 | 22 | 462 |
| | Unit D | 33 | 22 | 726 |
| | Unit E | 32 | 22 | 704 |
| | Unit F | 47 | 22 | 1034 |
| | Unit G | 33 | 22 | 726 |
| | Unit H | 47 | 22 | 1034 |
| 27/F-33/F and 35/F-36/F | Unit A | 46 | 9 | 414 |
| | Unit B | 30 | 9 | 270 |
| | Unit C | 21 | 9 | 189 |
| | Unit D | 33 | 9 | 297 |
| | Unit E | 32 | 9 | 288 |
| | Unit F | 47 | 9 | 423 |
| | Unit G | 33 | 9 | 297 |
| | Unit H | 47 | 9 | 423 |
| 37/F | Unit A | 46 | 1 | 46 |
| | Unit B | 30 | 1 | 30 |
| | Unit C | 21 | 1 | 21 |
| | Unit D | 33 | 1 | 33 |
| | Unit E | 32 | 1 | 32 |
| | Unit F | 47 | 1 | 47 |
| | Unit G | 33 | 1 | 33 |
| | Unit H | 47 | 1 | 47 |
| 38/F | Unit A | 46 | 1 | 46 |
| | Unit B | 30 | 1 | 30 |
| | Unit C | 21 | 1 | 21 |
| | Unit D | 33 | 1 | 33 |
| | Unit E | 32 | 1 | 32 |
| | Unit F | 47 | 1 | 47 |
| | Unit G | 33 | 1 | 33 |
| | Unit H | 47 | 1 | 47 |
| | | | Sub-Total | 9537 |

(3) Tower 2A

| Floor | Residential Unit | Number of Management Shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|------------------------|------------------|--|-----------------------------|-----------|
| 5/F | Unit A | 107 | 1 | 107 |
| | Unit B* | 79 | 1 | 79 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 82 | 1 | 82 |
| 6/F-12/F and 15/F-21/F | Unit A | 107 | 14 | 1498 |
| | Unit B | 83 | 14 | 1162 |
| | Unit C | 51 | 14 | 714 |
| | Unit D | 48 | 14 | 672 |
| | Unit E | 49 | 14 | 686 |
| | Unit F | 82 | 14 | 1148 |
| 22/F | Unit A | 107 | 1 | 107 |
| | Unit B | 83 | 1 | 83 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 82 | 1 | 82 |
| 23/F and 25/F-32/F | Unit A | 107 | 9 | 963 |
| | Unit B | 83 | 9 | 747 |
| | Unit C | 51 | 9 | 459 |
| | Unit D | 48 | 9 | 432 |
| | Unit E | 49 | 9 | 441 |
| | Unit F | 82 | 9 | 738 |
| 33/F | Unit A | 107 | 1 | 107 |
| | Unit B | 83 | 1 | 83 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 83 | 1 | 83 |
| 35/F | Unit A | 107 | 1 | 107 |
| | Unit B | 83 | 1 | 83 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 85 | 1 | 85 |

| Floor | Residential Unit | Number of Management Shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|--------------------|----------------------|--|-----------------------------|-----------|
| 36/F | Unit A | 107 | 1 | 107 |
| | Unit B | 83 | 1 | 83 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 86 | 1 | 86 |
| 37/F | Unit B | 83 | 1 | 83 |
| | Unit C | 51 | 1 | 51 |
| | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| | Unit F | 86 | 1 | 86 |
| 38/F | Unit D | 48 | 1 | 48 |
| | Unit E | 49 | 1 | 49 |
| 38/F and Roof | Unit F [▲] | 160 | 1 | 160 |
| 37/F-38/F and Roof | Unit A ^{*▲} | 262 | 1 | 262 |
| | | | Sub-Total | 12600 |

(4) Tower 2B

| Floor | Residential Unit | Number of Management Shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|------------------------|------------------|--|-----------------------------|-----------|
| 5/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 30 | 1 | 30 |
| | Unit D | 28 | 1 | 28 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 81 | 1 | 81 |
| | Unit G | 49 | 1 | 49 |
| 6/F-12/F and 15/F-21/F | Unit A | 94 | 14 | 1316 |
| | Unit B | 78 | 14 | 1092 |
| | Unit C | 30 | 14 | 420 |
| | Unit D | 28 | 14 | 392 |
| | Unit E | 48 | 14 | 672 |
| | Unit F | 81 | 14 | 1134 |
| | Unit G | 49 | 14 | 686 |
| 22/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 28 | 1 | 28 |
| | Unit D | 29 | 1 | 29 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 80 | 1 | 80 |
| | Unit G | 49 | 1 | 49 |
| 23/F and 25/F-32/F | Unit A | 94 | 9 | 846 |
| | Unit B | 78 | 9 | 702 |
| | Unit C | 30 | 9 | 270 |
| | Unit D | 28 | 9 | 252 |
| | Unit E | 48 | 9 | 432 |
| | Unit F | 80 | 9 | 720 |
| | Unit G | 49 | 9 | 441 |
| 33/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 30 | 1 | 30 |
| | Unit D | 28 | 1 | 28 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 80 | 1 | 80 |
| | Unit G | 49 | 1 | 49 |

| Floor | Residential Unit | Number of Management Shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|---------------|---------------------|--|-----------------------------|-----------|
| 35/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 30 | 1 | 30 |
| | Unit D | 28 | 1 | 28 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 83 | 1 | 83 |
| | Unit G | 49 | 1 | 49 |
| 36/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 30 | 1 | 30 |
| | Unit D | 28 | 1 | 28 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 85 | 1 | 85 |
| | Unit G | 49 | 1 | 49 |
| 37/F | Unit A | 94 | 1 | 94 |
| | Unit B | 78 | 1 | 78 |
| | Unit C | 30 | 1 | 30 |
| | Unit D | 28 | 1 | 28 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 85 | 1 | 85 |
| | Unit G | 49 | 1 | 49 |
| 38/F | Unit B | 78 | 1 | 78 |
| | Unit E | 48 | 1 | 48 |
| | Unit F | 85 | 1 | 85 |
| | Unit G | 49 | 1 | 49 |
| 38/F and Roof | Unit A [▲] | 163 | 1 | 163 |
| | | | Sub-Total | 12253 |

(5) Tower 3

| Floor | Residential Unit | Number of Management Shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|-----------------------|-----------------------|--|-----------------------------|-----------|
| G/F and 1/F | Unit A1 [#] | 133 | 1 | 133 |
| | Unit A2 [#] | 107 | 1 | 107 |
| | Unit A3 [#] | 106 | 1 | 106 |
| | Unit A5 [#] | 106 | 1 | 106 |
| | Unit A6 [#] | 114 | 1 | 114 |
| | Unit B1 [#] | 98 | 1 | 98 |
| | Unit B2 [#] | 96 | 1 | 96 |
| | Unit B3 [#] | 96 | 1 | 96 |
| 2/F and 3/F | Unit B5 [#] | 74 | 1 | 74 |
| | Unit A21 [*] | 120 | 1 | 120 |
| | Unit A22 [*] | 92 | 1 | 92 |
| | Unit A23 [*] | 91 | 1 | 91 |
| | Unit A25 [*] | 91 | 1 | 91 |
| | Unit A26 | 111 | 1 | 111 |
| | Unit B21 [*] | 84 | 1 | 84 |
| | Unit B22 [*] | 83 | 1 | 83 |
| 5/F,6/F and Roof | Unit B23 [*] | 83 | 1 | 83 |
| | Unit B25 [*] | 69 | 1 | 69 |
| | Unit A51 [^] | 127 | 1 | 127 |
| | Unit A52 [^] | 98 | 1 | 98 |
| | Unit A53 [^] | 97 | 1 | 97 |
| | Unit A55 [^] | 97 | 1 | 97 |
| | Unit A56 [^] | 116 | 1 | 116 |
| | Unit B51 [^] | 89 | 1 | 89 |
| | Unit B52 [^] | 88 | 1 | 88 |
| Unit B53 [^] | 88 | 1 | 88 | |
| Unit B55 [^] | 74 | 1 | 74 | |
| | | | Sub-Total | 2628 |

(6) Tower 5

| Floor | Residential Unit | Number of Management Shares allocated to each Residential Unit | Number of Residential Units | Sub-total |
|------------------|-----------------------|--|-----------------------------|-----------|
| G/F and 1/F | Unit C1 [#] | 132 | 1 | 132 |
| | Unit C2 [#] | 106 | 1 | 106 |
| | Unit C3 [#] | 106 | 1 | 106 |
| | Unit C5 [#] | 106 | 1 | 106 |
| | Unit C6 [#] | 108 | 1 | 108 |
| | Unit C7 [#] | 108 | 1 | 108 |
| | Unit C8 [#] | 126 | 1 | 126 |
| | Unit D1 [#] | 115 | 1 | 115 |
| | Unit D2 [#] | 115 | 1 | 115 |
| 2/F and 3/F | Unit C21 [*] | 120 | 1 | 120 |
| | Unit C22 [*] | 91 | 1 | 91 |
| | Unit C23 [*] | 91 | 1 | 91 |
| | Unit C25 [*] | 91 | 1 | 91 |
| | Unit C26 [*] | 92 | 1 | 92 |
| | Unit C27 [*] | 92 | 1 | 92 |
| | Unit C28 [*] | 116 | 1 | 116 |
| | Unit D21 | 103 | 1 | 103 |
| 2/F, 3/F and 5/F | Unit D22 [*] | 117 | 1 | 117 |
| 5/F,6/F and Roof | Unit C51 [▲] | 128 | 1 | 128 |
| | Unit C52 [▲] | 96 | 1 | 96 |
| | Unit C53 [▲] | 96 | 1 | 96 |
| | Unit C55 [▲] | 96 | 1 | 96 |
| | Unit C56 [▲] | 97 | 1 | 97 |
| | Unit C57 [▲] | 98 | 1 | 98 |
| | Unit C58 [▲] | 122 | 1 | 122 |
| | Unit D51 [▲] | 121 | 1 | 121 |
| | | | Sub-Total | 2789 |

Remarks:-

- (i) There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1A.
- (ii) There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1B.
- (iii) There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2A.

- (iv) There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2B.
- (v) There is no designation of 4/F in Tower 3.
- (vi) There is no designation of 4/F in Tower 5.
- (vii) This is no designation of Tower 4.
- (viii) “*” means including the flat roof(s).
- (ix) “#” means including the garden(s).
- (x) “▲” means including roof(s).

Allocation of Management Shares to the Car Parks

| | Car Parks | Number of Management Shares allocated to each Car Park | Number of spaces | Sub-total |
|------------|---|--|------------------|-----------|
| (i) | Residential Parking Spaces Nos.P001 – P197 on B/F | 5 shares each | 176 | 880 |
| (ii) | Motor Cycle Parking Spaces Nos.M01 – M21 on B/F | 1 share each | 18 | 18 |
| Sub-Total: | | | | 898 |

Remarks:-

1. There are no designations of Residential Parking Spaces Nos. P004, P013, P014, P024, P034, P044, P054, P064, P074, P084, P094, P104, P114, P124, P134, P144, P154, P164, P174, P184 and P194.
2. There are no designations of Motor Cycle Parking Spaces Nos.M04, M13 and M14.

FOURTH SCHEDULE

Works and Installations as at the date of this Deed:

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the slope structures (if applicable);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations (if applicable);
- (x) gas supply system;
- (xi) window installations;
- (xii) gondola system(s);
- (xiii) MVAC system(s);
- (xiv) aluminum cladding(s);
- (xv) glass balustrade installation(s) (if any);
- (xvi) landscaping works;
- (xvii) swimming pool and water feature(s) and heat recovery system(s);
- (xviii) clubhouse registration system;
- (xix) other major items (e.g. central air-conditioning and ventilation system(s), escalators etc.).

FIFTH SCHEDULE

(Fire Safety Management Plan)

FSD Reference No. FP8/30569

Proposed Residential Development at

9 Muk Ning Street – N.K. I.L. 6527,
Kowloon

Fire Safety Management Plan

For Open Kitchens
(Version 05)

April 2018

Client : Big Nice Development Limited
Architect : Dennis Lau & Ng Chun Man Architects & Engineers (HK) Ltd
E&M Consultant : P&T (M&E) Limited



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

CONTENTS

| <u>Sections</u> | <u>Description</u> |
|-----------------|--|
| 1.0 | Introduction |
| 2.0 | Building Description and List of Fire Services Installation |
| 3.0 | Staffing at Management Office |
| 4.0 | Fire Safety Management Plan |
| 5.0 | Provision of Means of Escape for Persons with Disability |
| | Appendix A - General Building Plan with Exit Routes for Open Kitchen Domestic Unit |
| | Appendix B - Sample Checklist on Housekeeping |
| | Appendix C - Developer's Undertaking Letter |



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

1.0 Introduction

This Fire Safety Management Plan (FSMP) documents the management measures for the proposed residential development at 9 Muk Ning Street - N.K.I.L. 6527, Kowloon, regarding the open kitchen design. The developer property management company should undertake the responsibility to implement this FSMP for the proposed development.

This FSMP for open kitchen design includes the following items:

- Building Description and list of Fire Services installation
- The Fire Safety Management Plan
 - Maintenance Plan
 - Training Plan
 - Fire Action Plan
 - Fire Prevention Plan



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

2.0 Building Description and List of Fire Services Installation

| | | |
|--|---|---|
| Address | : | <u>9 Muk Ning Street N.K.I.L. 6527, Kowloon</u> |
| Number of Building | : | 4 nos. Residential towers & 1 no. clubhouse building |
| Residential Tower Storey | : | 2 nos. of 33-storey high residential tower 2 nos. of 6-storey high residential tower |
| Number of Building with open kitchen residential units | : | <u>2 nos. Residential Tower (T1 & T2)</u> |
| Number of residential units with open kitchen | : | Residential Tower (T1) - 296units Residential Tower (T2) - <u>58</u> units |

The proposed open kitchen design located at the residential towers as shown in Appendix A.

The followings Fire Services Installation (FSI) should be provided in accordance with the latest approved general building plans:

- Fire Hydrant and Hose Reel system
- Sprinkler system
- Fire detection system
- Manual fire alarm system
- Emergency lighting system
- Portable appliances
- Exit sign and directional sign
- Audio / visual advisory system
- Emergency Generator
- Street fire hydrant system
- Sprinkler system for open kitchen
- Fire detection system for open kitchen
- Ventilation/air conditioning control system



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

3.0 Staffing at Management Office

Arrangements will be made for management office from which supervision of all matters relating to the fire safety can be efficiently carried out. Provision of facilities to the Management Office will be made such that intervention to ensure life safety from fire under the emergency condition can be achieved.

(a) Organization Chart

The fire safety management staff members involved includes Chief Fire Warden (Site In-charge), Fire Warden (Security Personnel) and Supervisor (Caretaker). The proposed organization chart is shown in Figure 1 below:

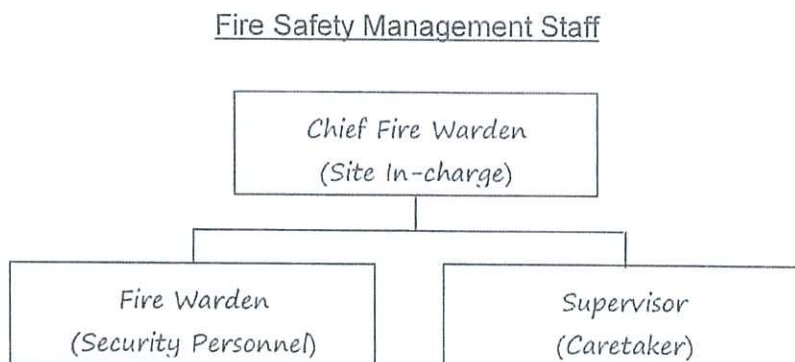


Figure 1 : Organization Chart

The Chief Fire Warden will be the key decision maker, responding to a fire for emergency incident. The Chief Fire Warden must be the person who is in charge of security in this building and must be available on site or available for contact 24-hour a day and 7-days a week. If the Chief Fire Warden is not available on site, the Fire Warden must act the role of the Chief Fire Warden.



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

Fire Warden can be a number of security personnel, fully aware of their roles and actions in the event of a fire incident apart from their normal daily operational duties. In case of fire, Fire Warden will be situated in the main entrance lobby or sent to the affected floor, depending on the actual situation or the Chief Fire Warden's decision. Fire Warden will act the role of chief fire warden if the chief fire warden does not present during fire incidents.

The Supervisor at caretaker's counter will act as the coordinating officer, receiving and dispatching all information about the incident. Supervisor must be a staff situated in the fire control centre or caretaker's counter. The Fire Warden can be a number of security personnel, fully aware of their roles and actions in the vent of a fire incident apart from their normal daily operational duties.

(b) Chief Fire Warden

The Chief Fire Warden should be the Duty Officer and is to assume responsibility for the occupants of the building from the time of sounding of the fire alarm.

- (i) In the event of a fire incident (notified via the watchmen room), the Chief Fire Warden should take the following actions :
- 1) Respond to the residential tower caretaker's counter;
 - 2) Coordinate with the Fire Warden to identify the area where the alarm is activated, and ascertain the nature and location of the fire incident; and
 - 3) Determine whether fire safety actions such as initiating the fire incident broadcast and vehicular control entry into the building need to be taken.



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

- (ii) Upon determining evacuation is necessary, the Chief Fire Warden should :
 - 1) Advise the Fire Warden located at affected alarm operation zone to announce emergency message to occupants, assist occupants in evacuation and lead them to appropriate safe areas, e.g. protected staircase;
 - 2) Inform the Fire Warden located at un-affected alarm operation zones to standby and if necessary, announce emergency message to occupants and assist occupants to evacuate; and
 - 3) Ensure all evacuated floors / zones have been searched and cleared of occupants.
- (iii) Upon arrival of the fireman
 - 1) The Chief Fire Warden shall handover control of the situation to the FSD Commanding Officer;
 - 2) Brief the Commanding Officer on details of the fire incident; and
 - 3) Cooperate and assist the fireman.
- (iv) Following a fire incident, the Chief Fire Warden should:
 - 1) Conduct a debrief to fire safety management staff for review;
 - 2) Report all details to the Building Management Company and
 - 3) Plan for continuous improvement in fire safety aspect of the building.

The Chief Fire Warden is also responsible for the upkeep of this Manual.



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

(c) Fire Warden

The Fire Warden should be trained in fire safety and assigned by the Chief Fire Warden. Under normal circumstances, the Fire Warden should be the security staff and in charge of their own patrolling zone.

- (i) In the event of a fire alarm of emergency (notified via the guard house), the Fire Warden should take following actions :
- 1) Check or arrange to have the floor checked for any sign of fire;
 - 2) Report to the Supervisor of the residential tower caretaker's counter by using walkie-talkie or other communication system;
 - 3) Initiate fire fighting, but only when it is safe to do so;
 - 4) Initiate other corrective measures as necessary, but only if it is safe to do so; and
 - 5) Ensure clear routes, including EVA route are available for evacuation / fire fighting.
- (ii) Upon determining evacuation is necessary and upon instruction from the Chief Fire Warden, the Fire Warden should take the following actions :
- 1) Respond to the residential tower caretaker's counter and advise the current situation;
 - 2) Announce emergency broadcast to the occupants in affected area;



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

- 3) Assist the occupants inside the affected floors / zones in evacuation and lead them to the appropriate safe areas, e.g. protected staircases. Assistance should be provided to the mobility impaired, pregnant occupants as well as the elderly and infants;
- 4) Coordinate with Fire Warden in other compartments;
- 5) Prevent occupants using the lifts;

Ensure evacuated floors have been searched and cleared of occupants and report the results to the Chief Fire Warden immediately.

(d) Supervisor

The Supervisor stationed at the residential tower caretaker's counter shall be trained in fire safety and assigned by the Chief Fire Warden. There should be at least one staff member on duty at the residential tower caretaker's counter who is familiar with the use and operation of fire services installation and equipment.

Shift duty of the Supervisor must be allocated and assigned by the Chief Fire Warden / Fire Warden.

The duties of the Supervisor include the followings :

- (i) Monitor the FS repeater panel at residential tower caretaker's counter;
- (ii) Receive information from the Fire Warden in case of fire or emergency and report to the Chief Fire Warden instantly; and

Contact the Fire Services Communication Centre by direct telephone line as instructed by the Chief Fire Warden.



**Proposed Residential Development at
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Fire Safety Management Plan for Open Kitchens**

(e) Residential Tower Caretaker's Counter

A repeater panel is installed at the residential tower caretaker's counter and interconnected to the main fire alarm control panel. Since the zone indicator shown on the repeater panel will be automatically switched on upon activation of the fire protection system in a zone, there should be at least one management staff is stationed in the residential tower caretaker's counter will be provided with 24-hour a day, 7-day a week, security attendance.

In addition, the residential tower caretaker's counter will provide the following facilities / information:

- (i) Site layout plans indicating fire escape routes;
- (ii) Fire safety management plan.
- (iii) Building layout plans.
- (iv) Evacuation drill record.
- (v) Training record (e.g. staff qualification, FSMP briefing, re-fresh of knowledge every 3 months, etc.).
- (vi) FSI maintenance record (e.g. staff visual inspection).



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
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4.0 The Fire Safety Management Plan

Detailed fire safety management plan regarding the maintenance plan training plan, fire action plan and fire prevention plan will be illustrated as follows; and the undertaking letter will be issued by the Developer separately.

(a) Maintenance Plan

Regular maintenance of the following fire safety provisions for residential flats with open kitchen (if fire barrier is not provided in accordance with Clause C13.3 in CoP for Fire Safety in Buildings 2011) will be carried out, and will be specified in the Deed of Mutual Covenant (DMC):

- (i) Addressable type smoke detector with sounder base provided inside the flats with open kitchen should not be removed or obstructed;
- (ii) Addressable type smoke detector provided at the common lobby outside of domestic flats with open kitchen should not be removed or obstructed;
- (iii) Sprinkler head provided at the ceiling immediately above the open kitchen should not be removed or obstructed;
- (iv) The full height wall having an FRR of not less than -/30/30 adjacent to the open kitchen flat exit door should not be removed; and
- (v) The fire service installations in (i), (ii) and (iii) above should be subject to annual check conducted by the management's registered fire service installation contractor.



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The owners should allow access for the Registered Fire Services Installation Contractor to carry out annual check and maintenance. Building Management Company will assign Registered Fire Services Installation Contractor to carry out the annual maintenance of the fire services installations in (i), (ii) and (iii) above and submit the Certificate of Fire Services Installation and Equipment (Form FS 251) to FSD as per requirements. The Building Management Company will remind the owners whose have responsibility to maintain and not damage the enhanced installation.

The alarm signal of fire service installations in (i) above shall be linked to main fire alarm control panel at Fire Control Centre and respective fire service repeater panel located at caretaker's counter of each residential tower. The fire alarm signal is not transmitted to the Fire Services Communication Centre.

The alarm signal of the fire service installations in (ii) and (iii) above shall be linked to main fire alarm control panel located at Fire Control Centre and respective fire service repeater panel located at caretaker's counter of each residential tower. The fire alarm signal to be transmitted to the Fire Services Communication Centre via direct telephone link of the building.

On actuation of the item (ii), (iii) fire alarm signal located within the floors of the Residential Tower (T1 & T2). Only the alarm bells and the fixed fire installation serving the affected tower to be activated.

The system false mode signal shall alert management staff to carry out an investigation about the installation inside the open kitchen flat and at the common lobby outside the flats. Once the installation is found that already dismantled from the open kitchen flat, a letter shall be issued to owners to alert that illegal dismantle of enhanced installation will violate statutory ordinance and may be used.



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

One the other hand, the escape routes will be kept clear and combustible materials should be separated from ignition sources. MOE staircase exit doors will be closed and unlocked.

(b) Training Plan

Building Management Company will provide proper and adequate training to property management staffs for ensuring that they are familiar with the fire safety provisions installed and the actions to be taken in case of fire.

Training course will be provided and conducted by the Fire Warden to train property management staff when they are newly employed. The staffs will be trained once every year in form of fire drill training jointly with occupants for the familiarization with the exit routes, evacuation procedures for guiding occupants to the ultimate place of safety in case of fire and use of firefighting equipment. The Fire Warden will provide demonstration and reply queries on the operation of smoke detectors, sprinklers, breakglass units, bells, hose reel sets, fire extinguishers, fire control panel to all property management staff if necessary. The staffs training records will be kept by the Building Management Company.

Fire drill training will be provided not less than one time every year for the staffs of the Building Management Office on the actions to be taken on discovering a fire, first aid firefighting, assisting non-staff members to respond to an alarm and escape, procedure for calling the police and Fire Services Department and identify the routes for evacuation. Also, the training will be provided for occupants to understand the appropriate emergency escape routes to evacuate and how to meet at the evacuation assembly point when fire occurs.



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
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Proper training for using hose reel system is provided for staffs and occupants.

Details of the Fire Drill Plan are described as below :-

1. Aim and Objectives of the Fire Drill

- (i) Provide information to the property management staffs on handling methods and procedures when fire occurs, and familiarize of all the emergency evacuation routes
- (ii) Provide the information to all the residents on the appropriate emergency escape routes to evacuate and meet at the evacuation assembly point when fire occurs;
- (iii) Invite officer from Fire Services Department to provide a fire-safety course after the fire drill to decrease the risk of the occurrence of a fire. At the same time, providing information on proper usage instructions for hose reel system; and
- (iv) Take an active role in ensuring that the restrictions for the flats with open kitchen were not violated.

2. Person in-charge of the Fire Drill

Chief Fire Warden, Fire Wardens, Supervisors and Security Guards;

3. Preparation Works:

- (i) Send out invitations to the Fire Services Department for the assistance of the fire drill and fire-safety course a month earlier;
- (ii) Post up notices to notify residents the date, time, meeting area and the rundown of the fire drill a week earlier; and



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

- (iii) Arrange the management staffs to conduct and complete a floor inspection for the entire emergency escape route a day before.

4. Rundown of the Fire Drill

- (i) The fire service repeater panel located at residential tower caretaker's counter of each residential tower, or the common fire alarm system of the floor at which the premises with open kitchen is located, or the main fire alarm control panel located inside the Fire Control Centre received the fire detection signal on the control panel, showing a fire occurs at one of independent open kitchen flat. The Supervisors at the caretaker's counter immediately send the on-duty Fire Warden and arrange another patrol security guard for the replacement. The Fire Warden arrives to the scene within a few minutes and discovered smokes seeking out from the main door of incident flat. It is believe that fire occurs in the room. The security knocks the door and presses the door bell, but no one answers.
- (ii) After inspection, when the fire is confirmed, the Fire Warden should contact the Supervisor at the caretaker's counter for contacting the emergency departments and at the same time break the "Fire Break Glass" for reporting to the Fire Services Department. The fire alarm sound will also alert the owners / residents to evacuate from the building safely by taking the emergency evacuation route.



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

- (iii) The Supervisor at the caretaker's counter should immediately report the incident to the Chief Fire Warden. Before the arrival of Fire Services Department, the Fire Warden should arrange a supporting team to the fire location and try extinguishing the fire by the hose reel system (under safety condition) and evacuate the residents. The supporting team should cordon off the affected area and offer help to the owner / residents for evacuating the site to prevent the owners / residents from returning to the building when fire occurred. Upon the arrival of the emergency departments (Police and Fire Services), the supporting team should report the location of the incident to emergency team and they will immediately take charge over of the site. The supporting team should assist in guiding the firemen in taking the shortest route to the scene of fire.
- (iv) The supporting team should conduct a checking to the emergency vehicular access to ensuring its clearance for the emergency vehicles (e.g. fire engine, police car and ambulance).
- (v) When the incident is controlled and settled, the Fire Warden should arrange staffs to assist in clearing up the affected areas and complete the incident report to the site in-charge.

5. After Fire Drill Procedure

Having a fire drill evaluation meeting and complete the fire drill report.

(c) Fire Action Plan

An evacuation plan will be worked out to assist the owners to escape from the building in the event of fire occurs.



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The details of Evacuation Plan are described as follows:-

1. When Supervisor at the caretaker's counter receives report on fire from owners / residents or the fire alarm is activated, the Fire Warden of the tower concerned will be sent to investigate the location with fire and another security guard will be arranged to replace his duty. The Fire Warden who received the fire emergency call should arrive to the suspected area within one minute.
2. After inspection, when the fire is confirmed, the Fire Warden should contact the Supervisor at the caretaker's counter for contacting the emergency departments and break the "Fire Break Glass" for reporting to the Fire Services Department. The fire alarm sound will also alert the owners / residents to evacuate from affected building safely by taking the emergency evacuation route.
3. The Supervisor at the caretaker's counter should immediately report the incident to the Chief Fire Warden. Before the arrival of Fire Services Department, the Fire Warden should arrange a supporting team to the fire location and try extinguishing the fire by the hose reel system and/or the fire extinguisher (under safety condition) and evacuate the residents. The supporting team should cordon off the affected area and offer help to the residents for evacuating the site to prevent the owners / residents from returning to the building when fire occurred. Upon the arrival of the emergency departments (Police, Fireman), the supporting team should report the exact location of the incident to them and they will immediately take charge of the site. The supporting team should assist in guiding the firemen in taking the shortest route to the affected area.



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9 Muk Ning Street - N.K.I.L. 6527, Kowloon
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4. The supporting team should conduct a checking to the emergency vehicular access to ensuring its clearance for the emergency vehicles (e.g. fire engine, police car and ambulance).
5. When the incident is controlled and settled, the Fire Warden should arrange staffs to assist in clearing up the affected areas and complete the incident report to the site in-charge.
6. On the other hand, after investigation by the Fire Warden is carried-out, if it is observed that there is a false alarm which caused by smoking, cooking steam or other reason and no immediately danger to the tenant. The Fire Warden shall immediately contact the control room to reset the alarm. Also, they shall inform all relevant occupants that only a false alarm is raised and no evacuation is requested.
7. Subsequent investigation for the caused of false alarm is required. Precaution from the false alarm is advised to the occupants from security guard. All detection and alarm system for open kitchen flat shall be resumed to normal.
8. All management staffs shall have sufficient training under fire emergency situation including the followings:
 - (i) Clear direction of evacuation path and safety assemble location;
 - (ii) Procedure of evacuation under fire especially to assist the children, elder and disable occupants; and
 - (iii) Appropriate operation and maintenance procedure of all safety measures for open kitchen flats.



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

(d) Fire Prevention Plan

Education is a good activity on raising the public awareness on fire safety. The education of owners on awareness to the important of installation for the enhanced provision in open kitchen, risk of fire, means of reporting a fire and actions to be taken will be carried out by the Management Office through various safety campaigns such as regular fire safety talks for drills and displays of posters or notices at conspicuous locations such as entrance lobby, to alert occupants about restrictions of the flats with open kitchen. Also, the Management Office shall carry out the followings:-

- (i) Regular inspection and investigation
- (ii) Regular reminder notice will be sent to the respective residents
- (iii) Periodic / regular fire safety management training to all staffs and before job commencement training in regards
- (iv) Periodic / regular fire drill training to all staffs
- (v) Periodic / regular fire drill training to all residents and to new residents soonest possible after they move in
- (vi) Regular fire talk and preventive talks to be given to all staffs and residents
- (vii) Display of notice and posters at conspicuous locations
- (viii) Participate in safety programme held by relevant authorities and departments in regards
- (ix) Provide continue education and training to all operating staffs
- (x) Review and upkeep the fire safety management plan



**Proposed Residential Development at
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Fire Safety Management Plan for Open Kitchens**

5.0 Provision of Means of Escape for Persons with Disability

Accordance to CoP for Fire Safety in Buildings 2011 subsection B29 – At least one temporary refuge space with an area of not less than 1.5m x 1.5m should be provided within the protected exit or fireman's lift lobby of every fire compartment at every floor of a building. One temporary refuge space is allowed for different compartment with by-pass lobbies but no part of the floor served by a temporary refuge space should be more than 60m from that space. Such space should not reduce the minimum width of an exit route, the effective width/radius of the landing of a required staircase nor the minimum area of a fireman's lift lobby. Space for maneuvering wheelchairs shall be allowed for in the protected exit or fireman's lift lobby.

(a) E&M provisions for Temporary Refuge Spaces

A closed-circuit television and direct intercom link, both backed up by emergency power for at least 1 hour, should be provided to every temporary refuge space for communication with the management office of the building. The height of the intercom link shall not less than 900mm and not more than 1200mm above the floor level.

(b) Maintenance and Training Plan

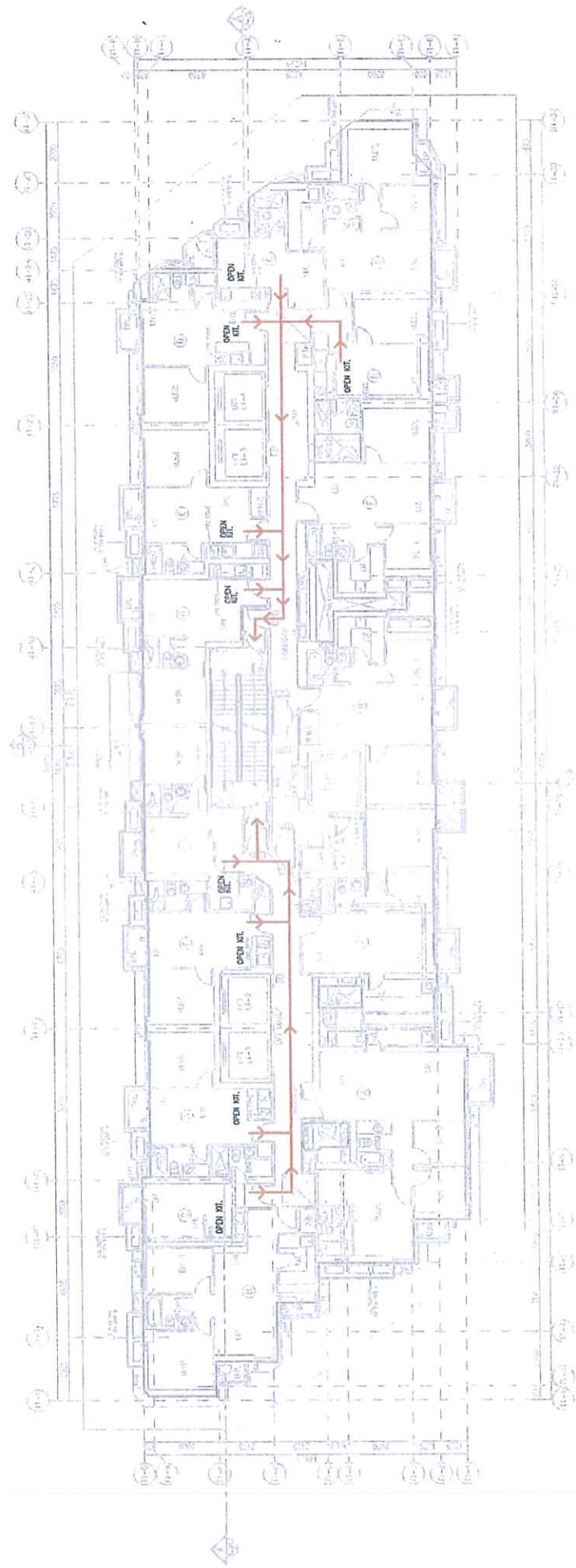
The management office should be maintained to reduce the chances of fire and blockage of exit routes and temporary refuge spaces. Fire drill training will be provided not less than one time every year for the management office staff occupant including persons with a disability.



Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens

Appendix A

General Building Plan with Exit Routes for Open Kitchen Domestic Units



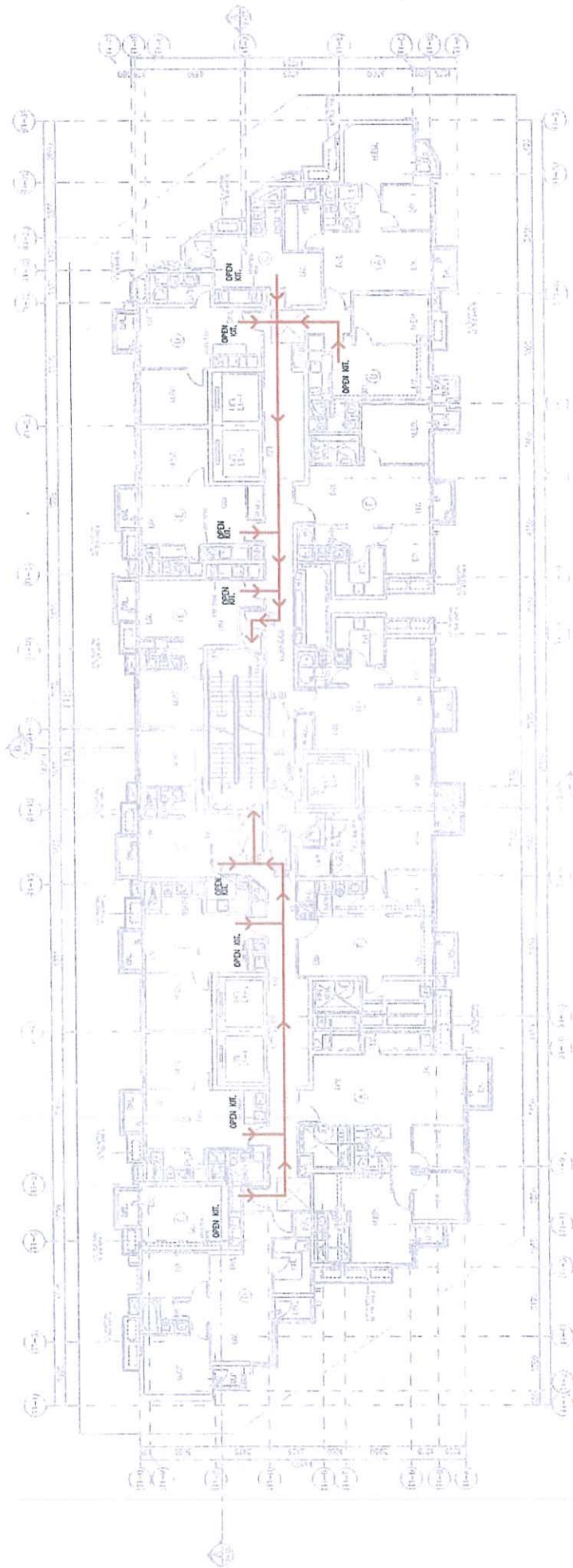
→ FIRE ESCAPE ROUTE

TOWER 1 1/F PLAN



TOWER 1 2/F TO 26/F PLAN
(21 STOREYS, EXCEPT 4/F, 13/F, 14/F & 24/F)

→ FIRE ESCAPE ROUTE



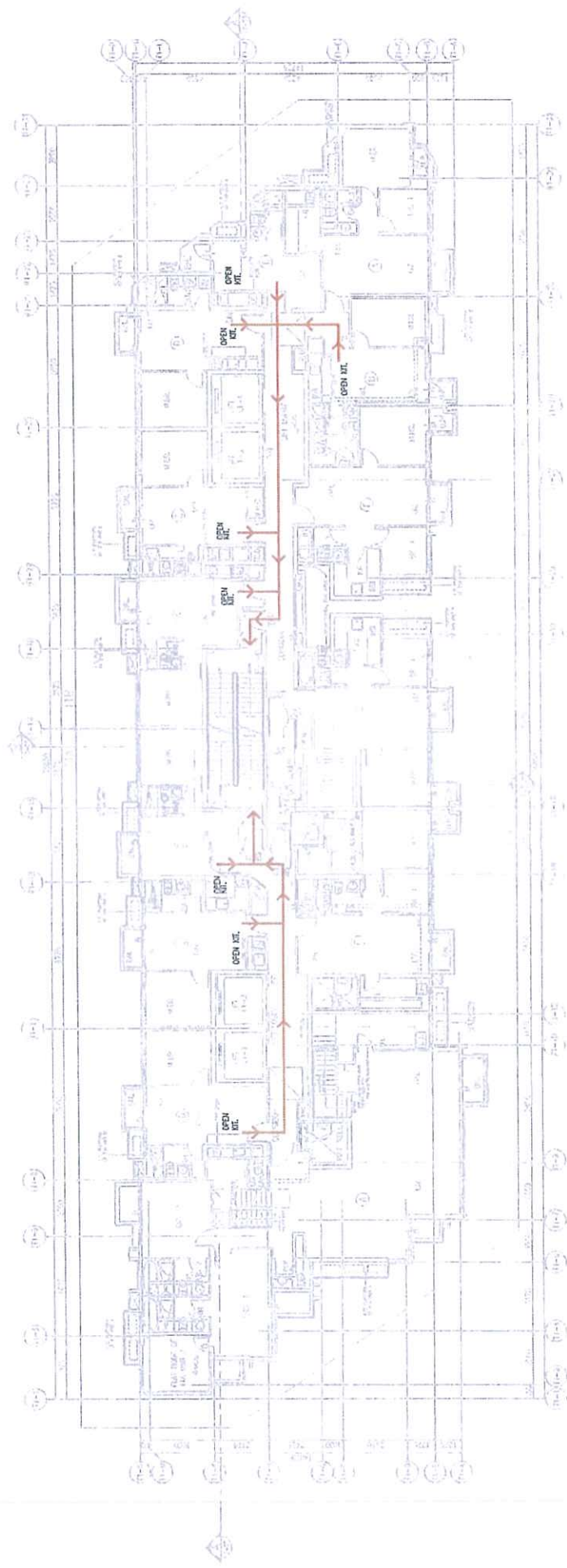
→ FIRE ESCAPE ROUTE

TOWER 1 27/F TO 36/F FLOOR PLAN
 (9 STOREYS, EXCEPT 34/F)



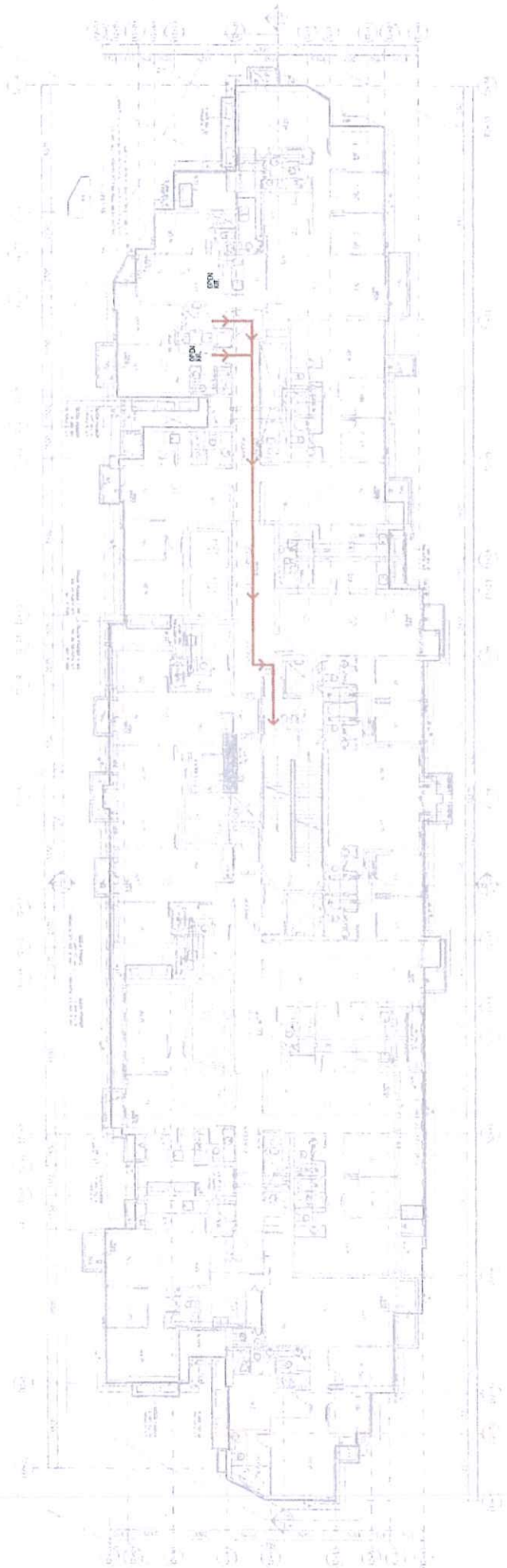
TOWER 1 37/F PLAN

→ FIRE ESCAPE ROUTE



→ FIRE ESCAPE ROUTE

TOWER 1 38/F PLAN



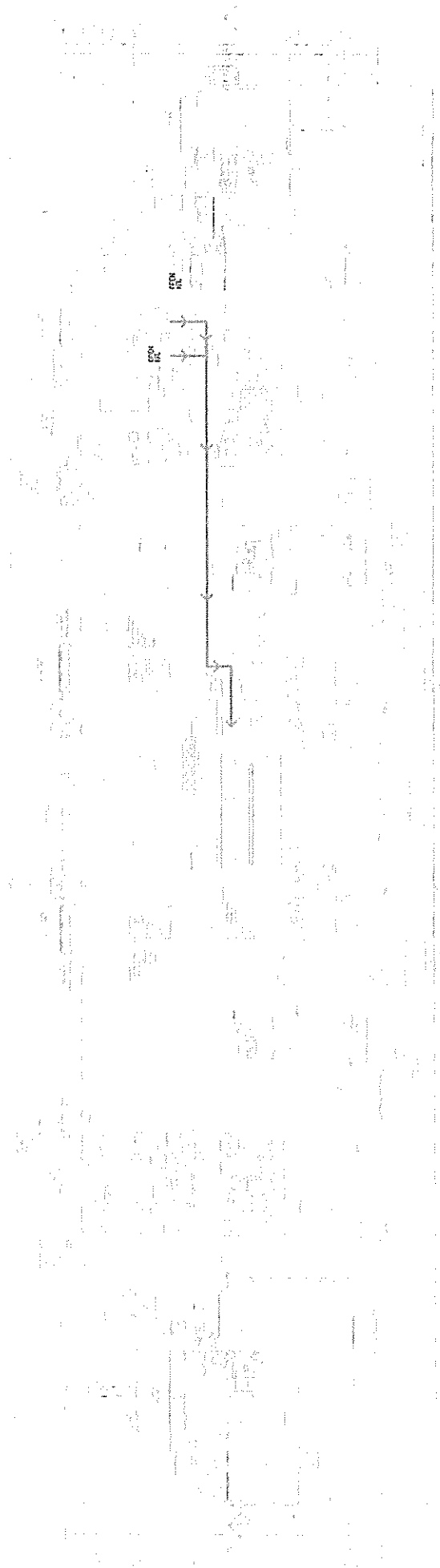
→ FIRE ESCAPE ROUTE

TOWER 2 5/F



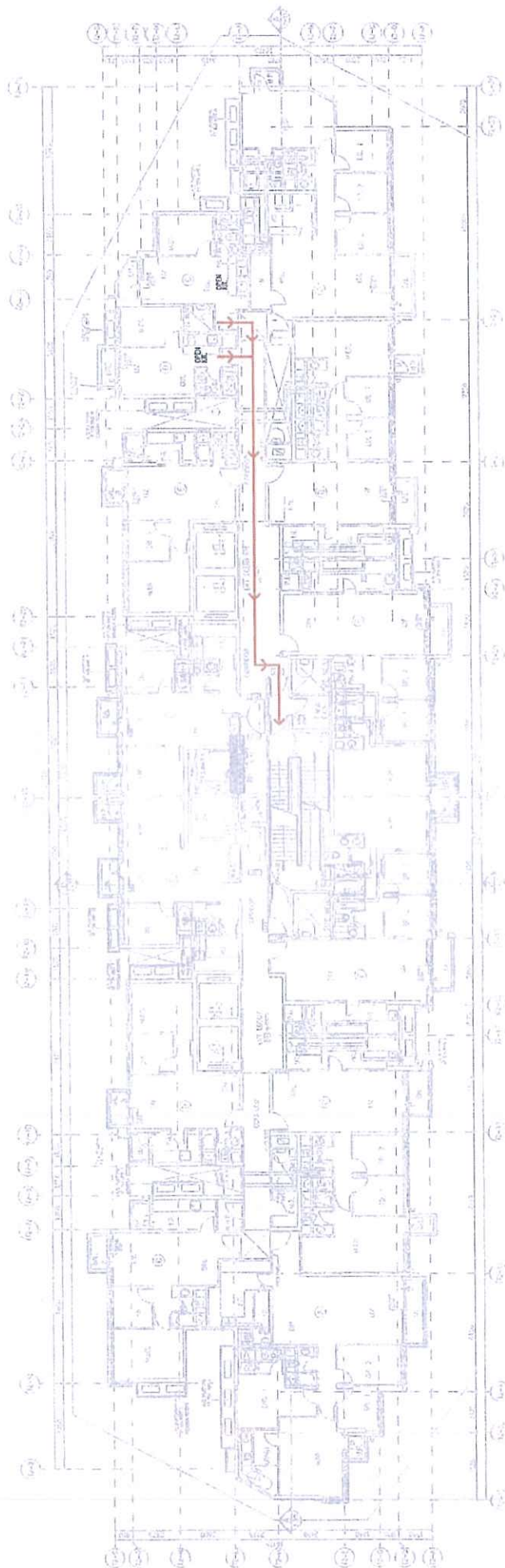
TOWER 2 TYPICAL FLOOR PLAN (LOW ZONE)
6/F-12/F, 15/F-21/F (14 STOREYS, EXCEPT 13/F & 14/F)

→ FIRE ESCAPE ROUTE



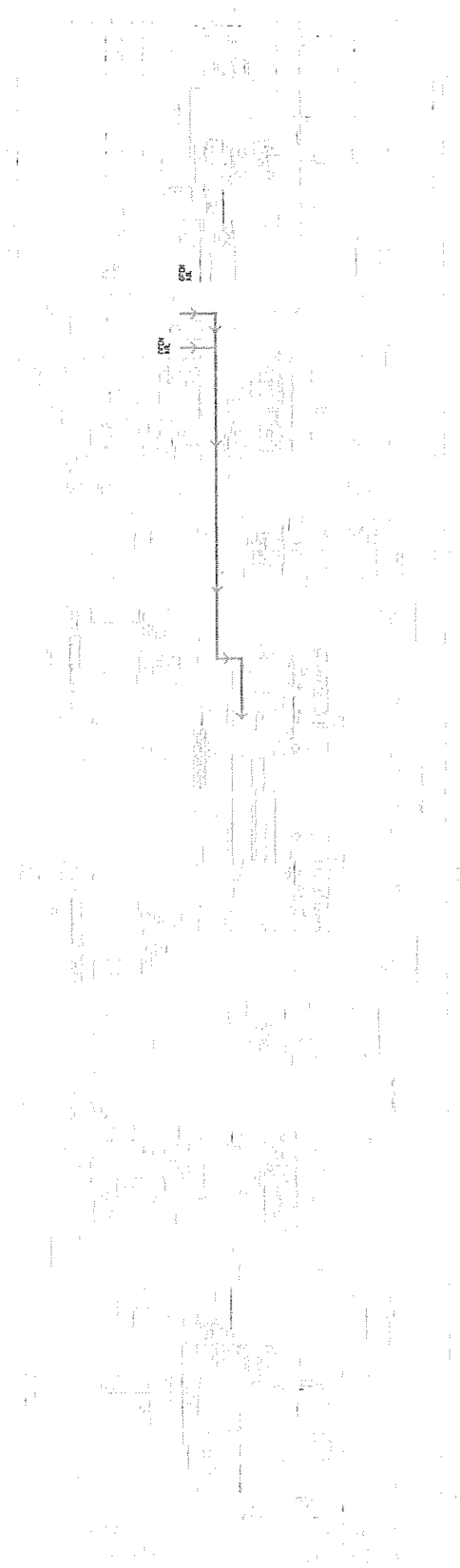
TOWER 2 TYPICAL FLOOR PLAN (HIGH ZONE)
22/F-32/F (10 STOREYS, EXCEPT 24/F)





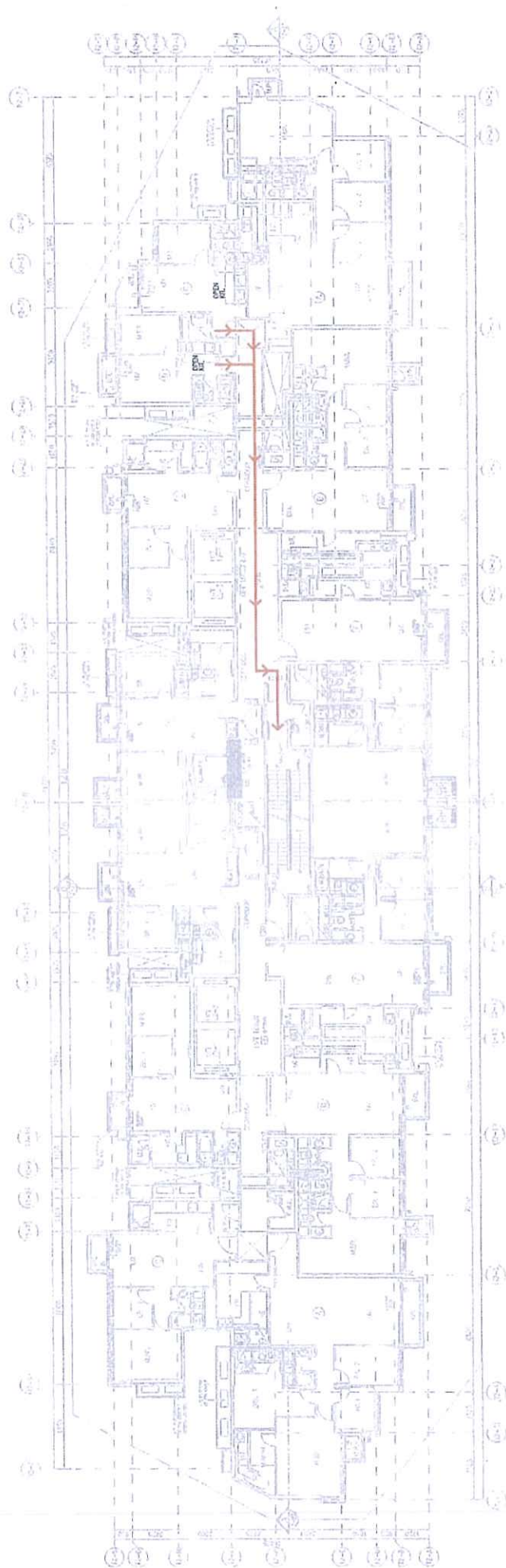
TOWER 2 33/F PLAN

→ FIRE ESCAPE ROUTE



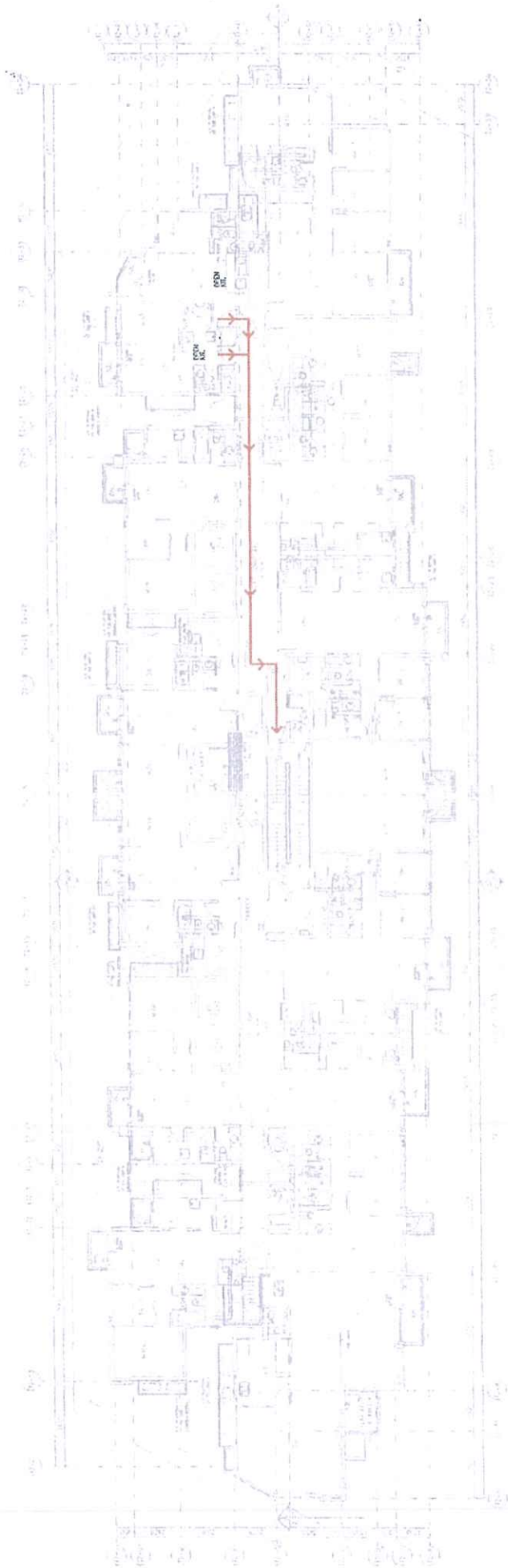
TOWER 2 35/F PLAN





TOWER 2 36/F PLAN

→ FIRE ESCAPE ROUTE



TOWER 2 37/F PLAN

→ FIRE ESCAPE ROUTE



Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens

Appendix B

Sample Checklist on Housekeeping



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

**Appendix B
Checklist for Housekeeping**

Building Name: _____

Floor: _____

| Item | Action | Yes | No | N/A | Follow-up Action |
|------|--|-----|----|-----|------------------|
| 1 | Means of Escape | | | | |
| | 1.1 Exit routes are free from obstruction at all times | | | | |
| | 1.2 No unauthorized alternation(s) along the exit routes | | | | |
| | 1.3 Metal gate or roller shutter is not installed across the exit routes | | | | |
| | 1.4 Doors or gate within common areas are readily openable from the inside without the use of a key | | | | |
| | 1.5 Doors or gates do not swing onto the exit routes reducing the effective width of the exit routes | | | | |
| | 1.6 Fire rated doors are self-closing and be kept closed at all times | | | | |
| | 1.7 Combustible linings are not installed within the exit routes | | | | |
| | 1.8 Adequate lighting is provided for the exit routes and is kept in good condition | | | | |
| | 1.9 Adequate signs are provided along the exit routes | | | | |
| | 1.10 The balustrades and handrails in the required staircases and along the exit routes are maintained in good condition | | | | |
| | 1.11 Any hold-open devices to all fire rated doors are tested for ensuring they are in good condition | | | | |
| 2. | Fire Resisting Construction | | | | |
| | 2.1 Fire rated doors for protected lobbies, fireman's lift lobbies, required staircases, plants rooms etc. are kept in good condition including the ironmongeries and glazed panels, if any. | | | | |
| | 2.2 Fire rated doors and doors with smoke seal are kept in the closed position. | | | | |
| | 2.3 Fire rated doors and doors with smoked seal have not been removed or replaced by doors of lower FRR than the approved ones. | | | | |



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

**Appendix B
Checklist for Housekeeping (Cont'd)**

Building Name: _____

Floor: _____

| Item | Action | Yes | No | N/A | Follow-up Action |
|------|--|-----|----|-----|------------------|
| | 2.4 No unauthorized alteration(s) have been made to the fire resisting constructions. | | | | |
| | 2.5 Fire barriers are kept in good condition and free of unprotected openings. The FRR is maintained. | | | | |
| | 2.6 Non-emergency services such as electric cables and similar installations in required staircases are adequately enclosed by fire barriers. The fire barriers are kept in good condition. All access panels are kept in closed position. | | | | |
| | 2.7 No unauthorized openings are formed in a protected lobby or required staircase walls. | | | | |
| | 2.8 No open penetrations are made through a fixed light. | | | | |
| | 2.9 Fire shutters are not obstructed. | | | | |
| | 2.10 Vision panels to fire rated doors remain intact. | | | | |
| | 2.11 Penetrations within fire barriers are sealed with fire seals or fire stops. | | | | |
| | 2.12 No exhaust fans, air-conditioning units or similar installations are installed in a protected lobby or a required staircase. | | | | |
| | 2.13 Smoke vents at basement and their outlets are not obstructed / blocked. | | | | |
| 3. | Access for Firefighting and Rescue | | | | |
| | 3.1 Access to fireman's lifts is unimpeded from the street. | | | | |
| | 3.2 The walls of fireman's lift lobby are kept in good condition and free of unprotected openings. The FRR is maintained. | | | | |
| | 3.3 EVA is free from obstructions and is kept in good condition. | | | | |



**Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens**

**Appendix B
Checklist for Housekeeping (Cont'd)**

Building Name: _____

Floor: _____

| Item | Action | Yes | No | N/A | Follow-up Action |
|------|---|-----|----|-----|------------------|
| 4. | Others | | | | |
| | 4.1 No change in use Classification that may have fire safety implications. | | | | |
| | 4.2 If open kitchens are provided, smoke detectors, sprinkler, other active fire safety provisions installed are not obstructed and can function properly. The fire rated wall adjacent to the flat exit door remains intact. | | | | |
| | 4.3 Fire safety seminars and fire drills are organized regularly. | | | | |
| | 4.4 Electrical installations in the building are inspected and checked by registered electrical contractors regularly. | | | | |
| | 4.5 Appropriate fire safety precautionary works are provided when carrying out alternations, additions and repair works. | | | | |
| | 4.6 All temporary refuge spaces are free from obstruction. | | | | |
| | 4.7 Closed-circuit television and intercom link for the temporary refuge spaces are kept in good consition. | | | | |

Tested By: _____

Witness By: _____

Tested Date: _____



Proposed Residential Development at
9 Muk Ning Street - N.K.I.L. 6527, Kowloon
Fire Safety Management Plan for Open Kitchens

Appendix C

Developer's Undertaking Letter

Big Nice Development Limited

Room 2501, Tower 1, Admiralty Centre, 18 Harcourt Road, Hong Kong
Tel: (852) 2810 6216 Fax: (852) 2530 5360

FSD Ref.: 8/30569<1>

Our Ref.: NKIL6527KT-FS180601-001

1 June 2018

Fire Services Department
Fire Safety Command
New Project Division
North Wing, 10/F
Fire Services Headquarters Building
No.1 Hong Chong Road

Dear Sirs

**Proposed Residential Development at
9 Muk Ning Street, N.K.I.L. 6527, Kai Tak, Kowloon
Domestic Open Kitchen Design**

We Big Nice Development Limited are the owner of the captioned residential development.

We write to confirm that upon approval of the Fire Safety Management Plan for Domestic Open Kitchen from your Department, we hereby undertake the implementation and operation of the approved Fire Safety Management Plan (FSMP) and incorporation of the FSMP to into Deed of Mutual Covenant (DMC) of the captioned development.

Yours faithfully

For and on behalf of
Big Nice Development Limited


Choi Wai Sang Kenny
Director

c.c. DLN Architects Limited
PTME

- Mr. Alexis M.Y. Wong / Ms. Lisa Lau)
- Mr. Andrew W.Y. Lai)

SEALED with the Common Seal)
)
of the Registered Owner)
)
and SIGNED by)
)
Choi Wai Sang, Kenny)
)
)
)
person(s) duly authorized by its board)
)
of directors whose signature(s) is/are)
)
verified by:)



KO KA MAN
Solicitor, Hong Kong SAR
Messrs. Kao, Lee & Yip

SEALED with the Common Seal)
)
of the DMC Manager and SIGNED by)
)
Kao Ai Hua, Virginia)
)
)
)
director(s)/person(s) nominated)
)
by the directors for the purpose)
)
whose signature(s) is/are verified by:)



KO KA MAN
Solicitor, Hong Kong SAR
Messrs. Kao, Lee & Yip

SIGNED SEALED AND DELIVERED)
)
by the Covenanting Owner in the presence)
)
of:)



✓

KO KA MAN
Solicitor, Hong Kong SAR
Messrs. Kao, Lee & Yip

INTERPRETED to the Covenanting Owner by:

KO KA MAN
Solicitor, Hong Kong SAR
Messrs. Kao, Lee & Yip



LEGEND:

- Y RESIDENTIAL COMMON AREAS
- G DEVELOPMENT COMMON AREAS
- I CAR PARK COMMON AREAS

- SPACES NOS. B01-B28 ARE THE "BICYCLE PARKING SPACES" AS DEFINED IN THE DMC.
 - THERE IS NO DESIGNATION OF CAR PARK NUMBER P004,P013,P014,P024,P034,P044,P054,P064,P074,P084,P094,P104,P114,P124,P134,P144,P154,P164,P174,P184,P194,M04,M13,M14,B04,B13,B14,B24,V4 AND L4.



B/F PLAN

NEW KOWLOON INLAND LOT NO. 5527

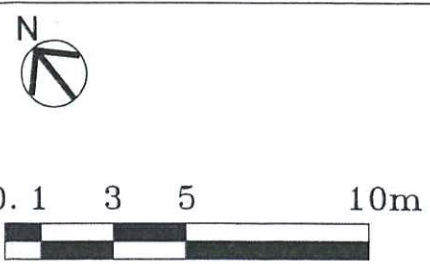
I hereby certify the accuracy of this plan.

Wong Ming Yim
 WONG MING YIM
 Authorized Person (Architect)

ROOF OF GUARDHOUSE



- LEGEND:
- Y RESIDENTIAL COMMON AREAS
 - Y RESIDENTIAL COMMON AREAS WHICH FORM PART OF THE PINK HATCHED BLACK AREA (AS DEFINED IN THE DMC)
 - G DEVELOPMENT COMMON AREAS
 - G DEVELOPMENT COMMON AREAS WHICH FORM PART OF THE PINK HATCHED BLACK AREA (AS DEFINED IN THE DMC)
 - I CAR PARK COMMON AREAS
 - FENCE WALL AS REFERRED TO IN CLAUSE 68.2 OF DMC
 - FENCE WALL AS REFERRED TO IN CLAUSE 68.1 OF DMC



G/F PLAN

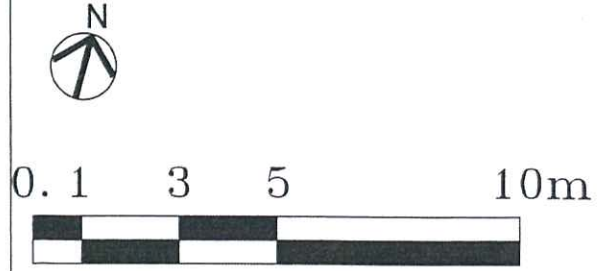
NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

Wong Ming Yim
 WONG MING YIM
 Authorized Person (Architect)



- LEGEND:
- RESIDENTIAL COMMON AREAS
 - BALCONY (BAL.)
 - UTILITY PLATFORM (U.P.)

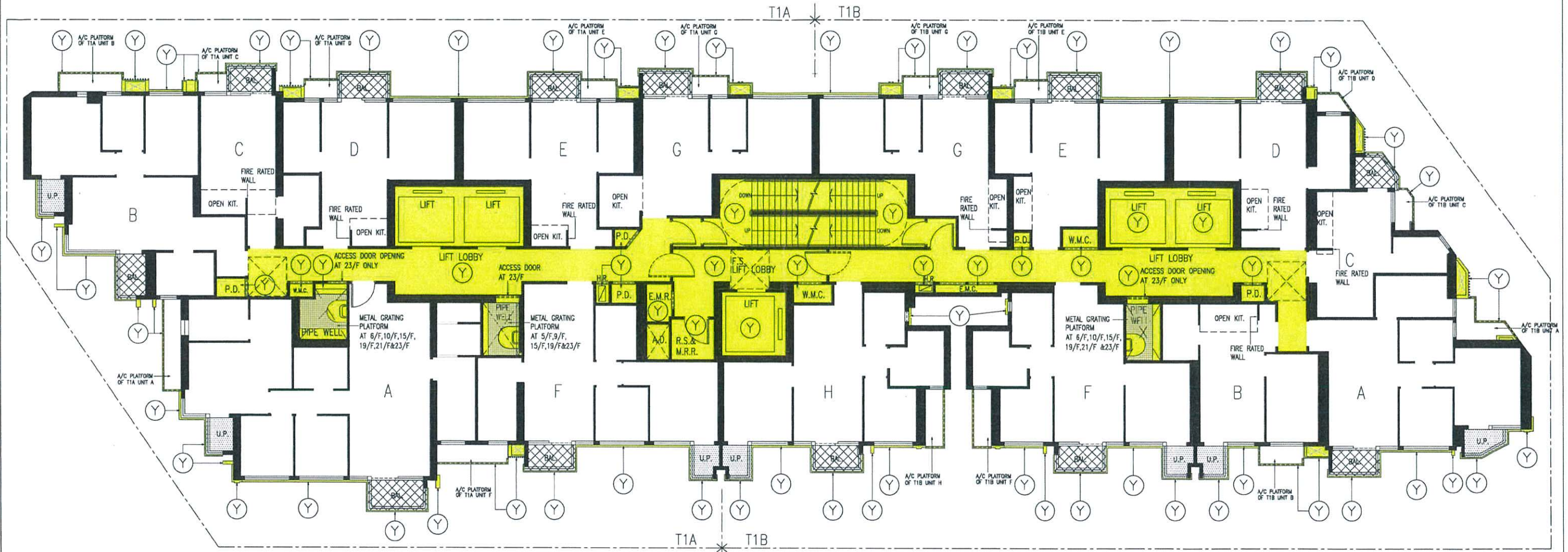


TOWER 1 1/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

Wong Ming Yim
 WONG MING YIM
 Authorized Person (Architect)



- LEGEND:
- RESIDENTIAL COMMON AREAS
 - BALCONY (BAL.)
 - UTILITY PLATFORM (U.P.)



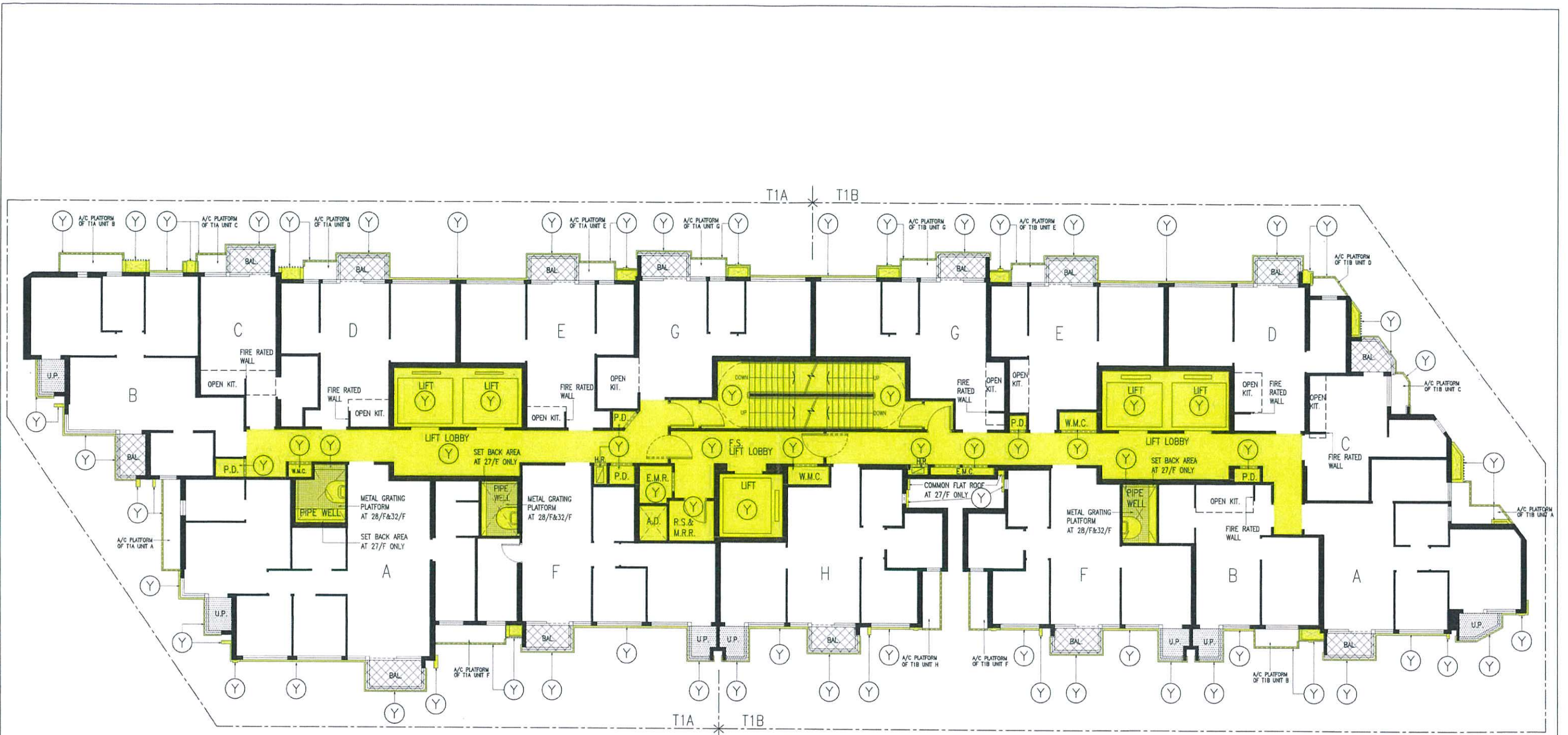
TOWER 1 2/F TO 26/F PLAN

2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-26/F (21 STOREYS, EXCEPT 4/F, 13/F, 14/F & 24/F)

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)



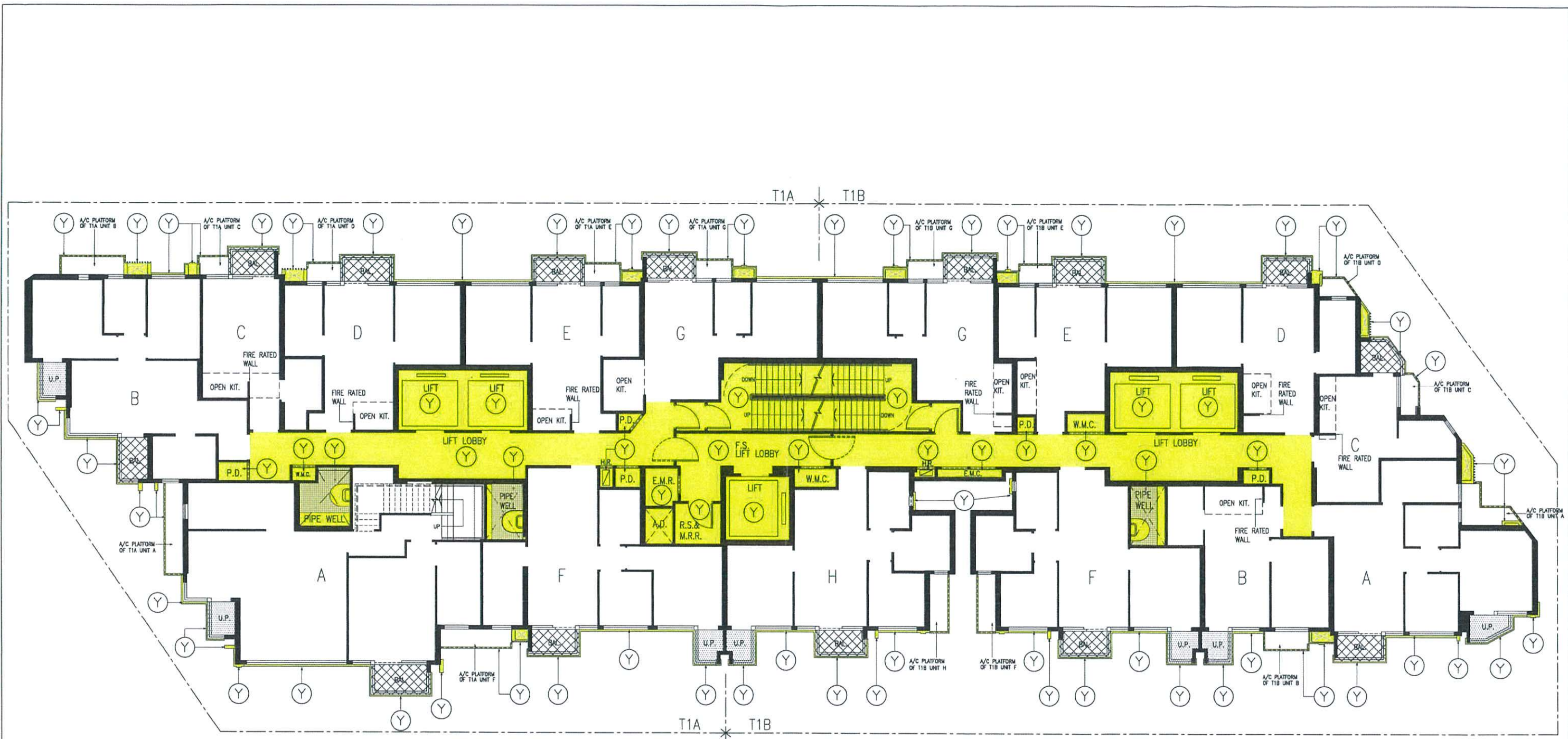
TOWER 1 27/F TO 36/F PLAN

27/F-33/F, 35/F-36/F (9 STOREYS, EXCEPT 34/F)

NEW KOWLOON INLAND LOT NO. 6527

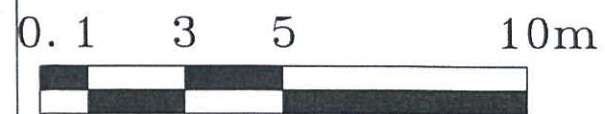
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)



TOWER 1 37/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

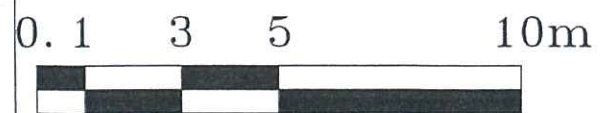
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)

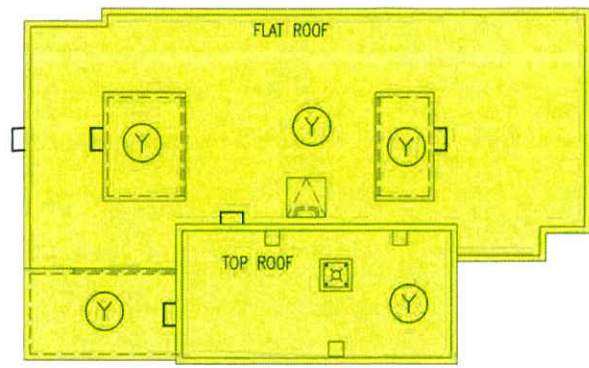


TOWER 1 38/F PLAN

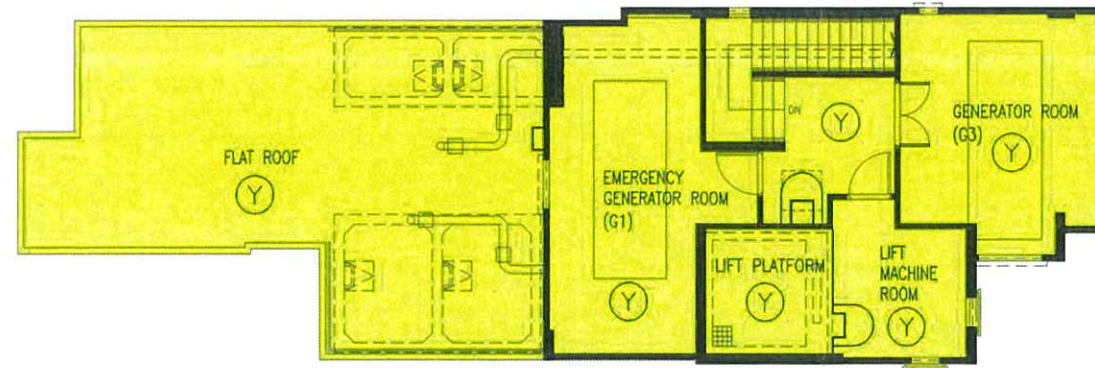
NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

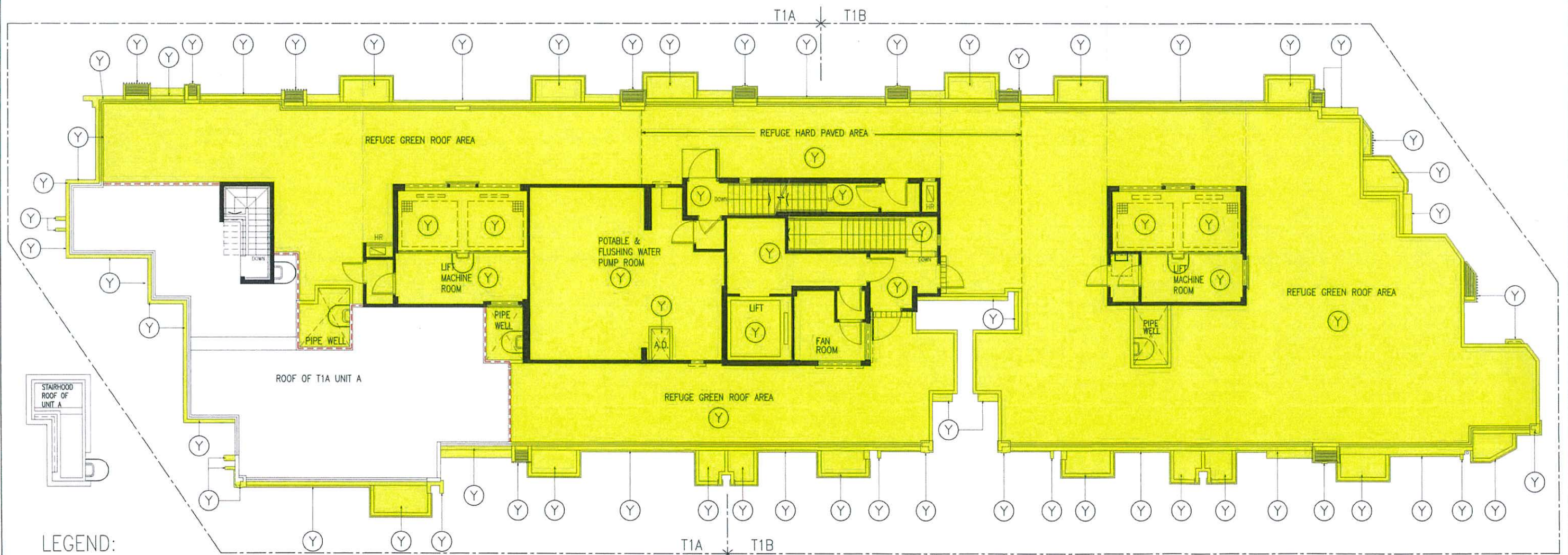
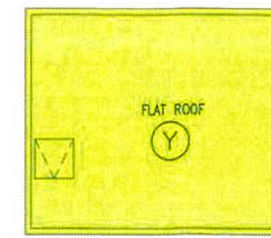
WONG MING YIM
Authorized Person (Architect)



TOP ROOF PLAN



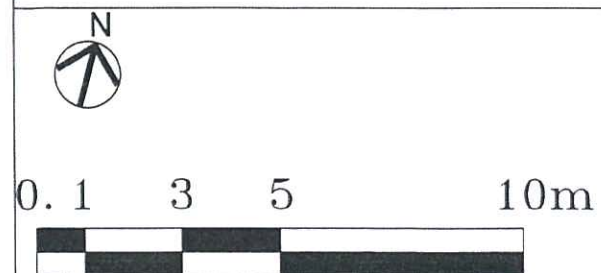
UPPER ROOF PLAN



LEGEND:
Y RESIDENTIAL COMMON AREAS
 - - - - - FENCE WALL AS REFERRED TO IN CLAUSE 68.2 OF DMC

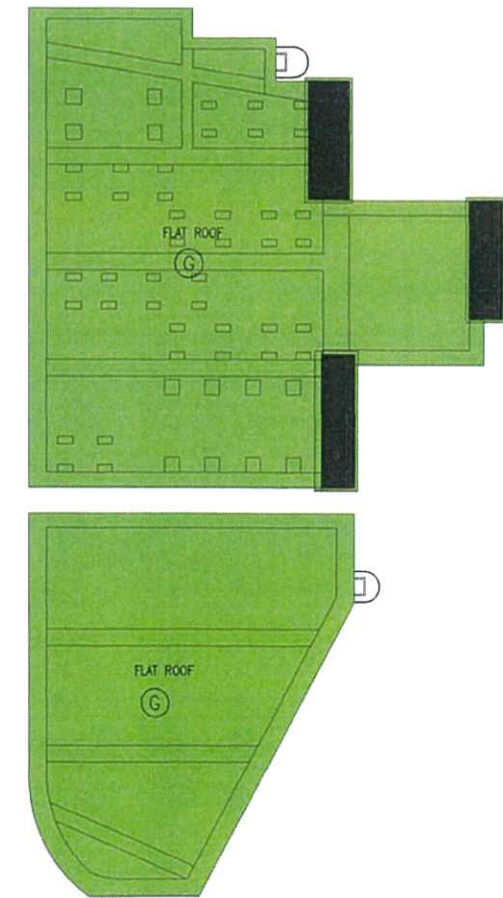
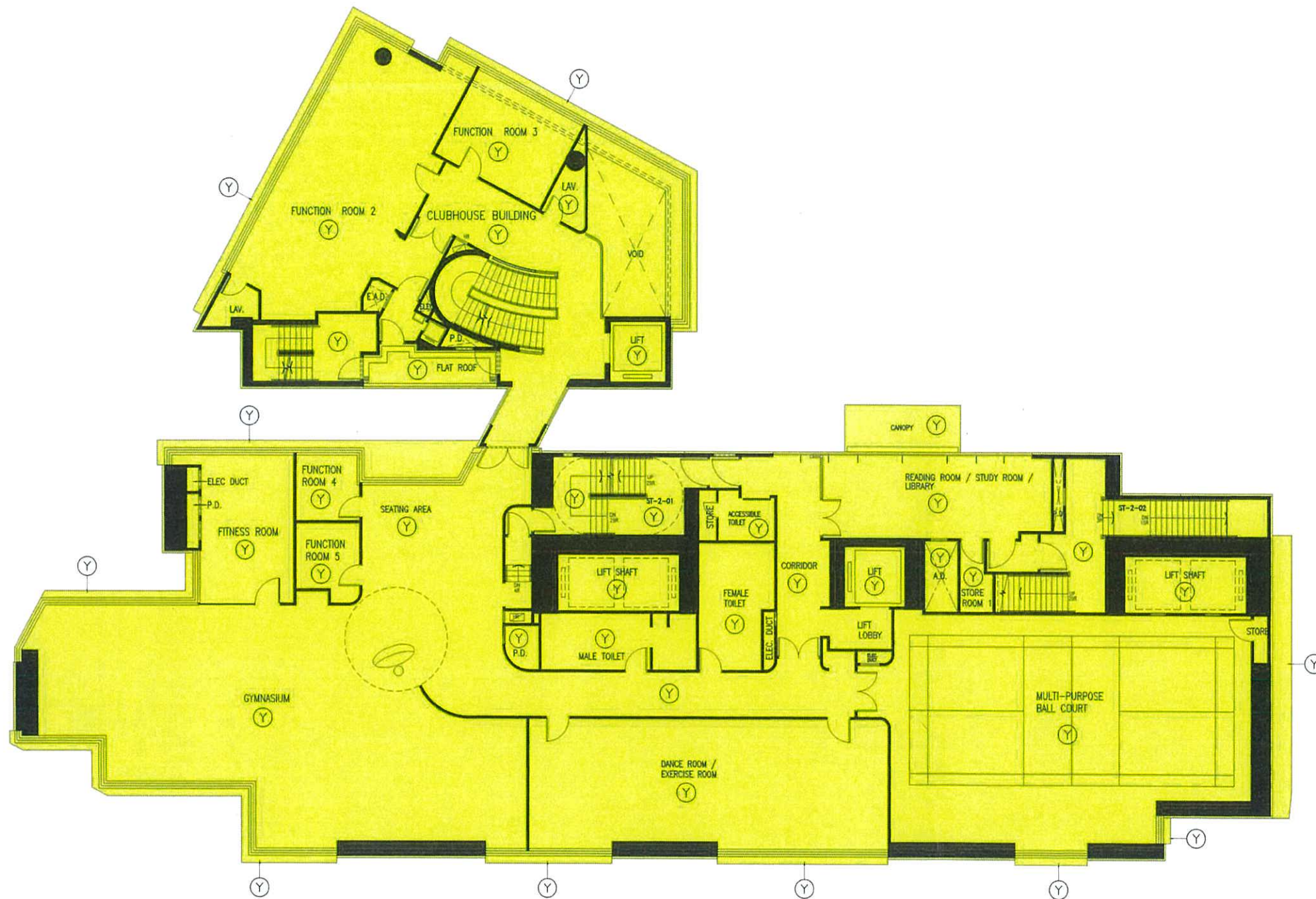
TOWER 1 R/F PLAN

I hereby certify the accuracy of this plan.



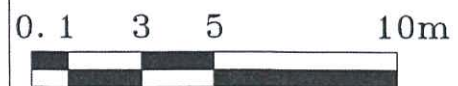
NEW KOWLOON INLAND LOT NO. 6527

WONG MING YIM
 Authorized Person (Architect)



LEGEND:

- (Y) RESIDENTIAL COMMON AREAS
- (G) DEVELOPMENT COMMON AREAS

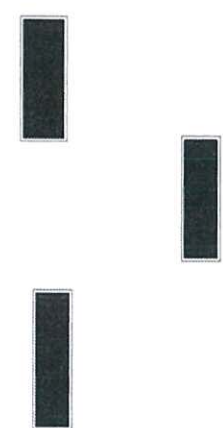
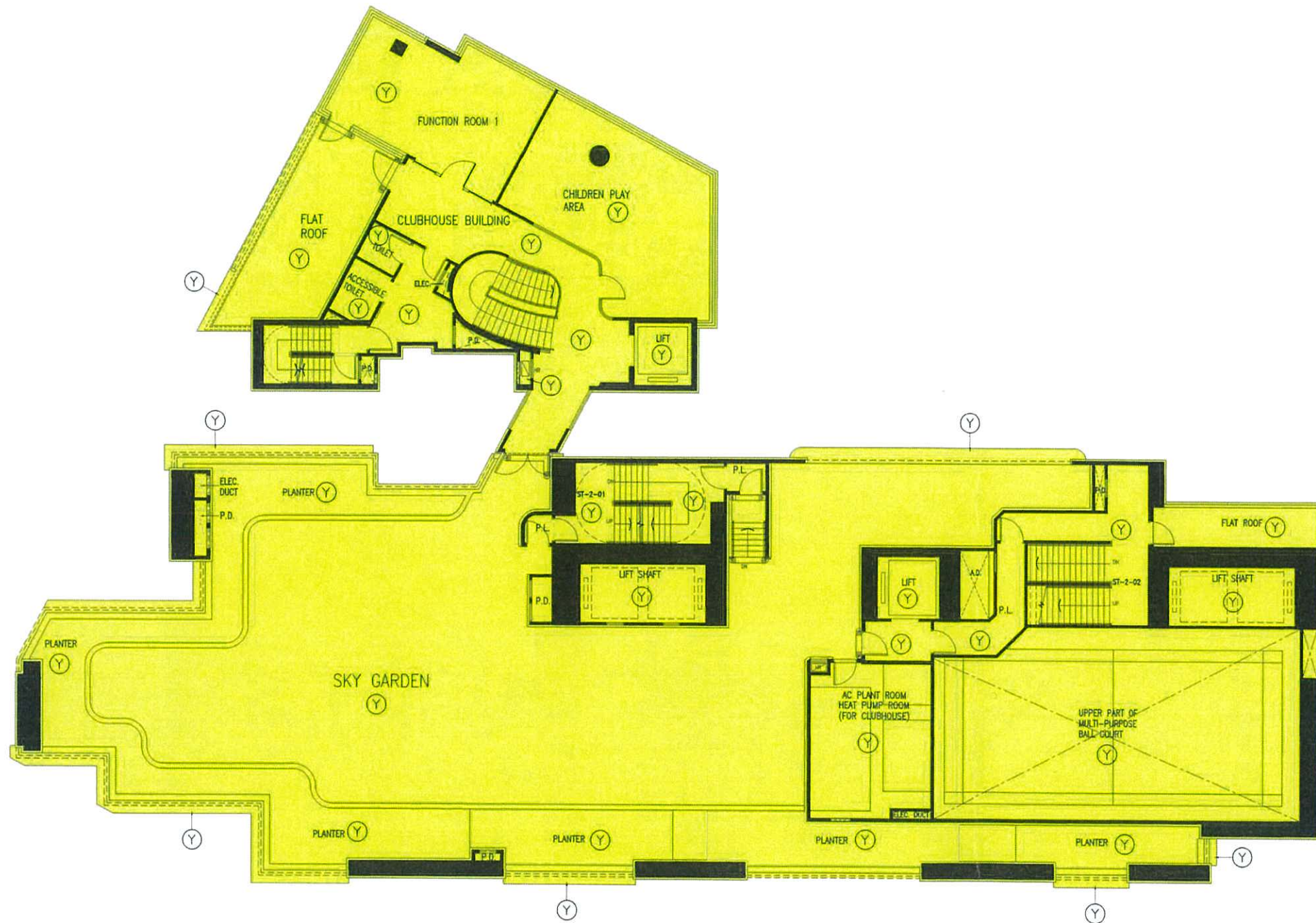


TOWER 2 1/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

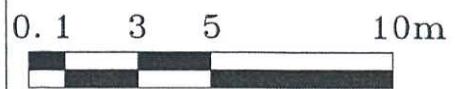
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

 RESIDENTIAL COMMON AREAS



TOWER 2 2/F PLAN (SKY GARDEN)

NEW KOWLOON INLAND LOT NO. 6527

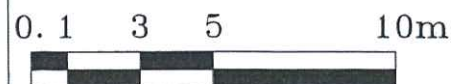
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

 RESIDENTIAL COMMON AREAS

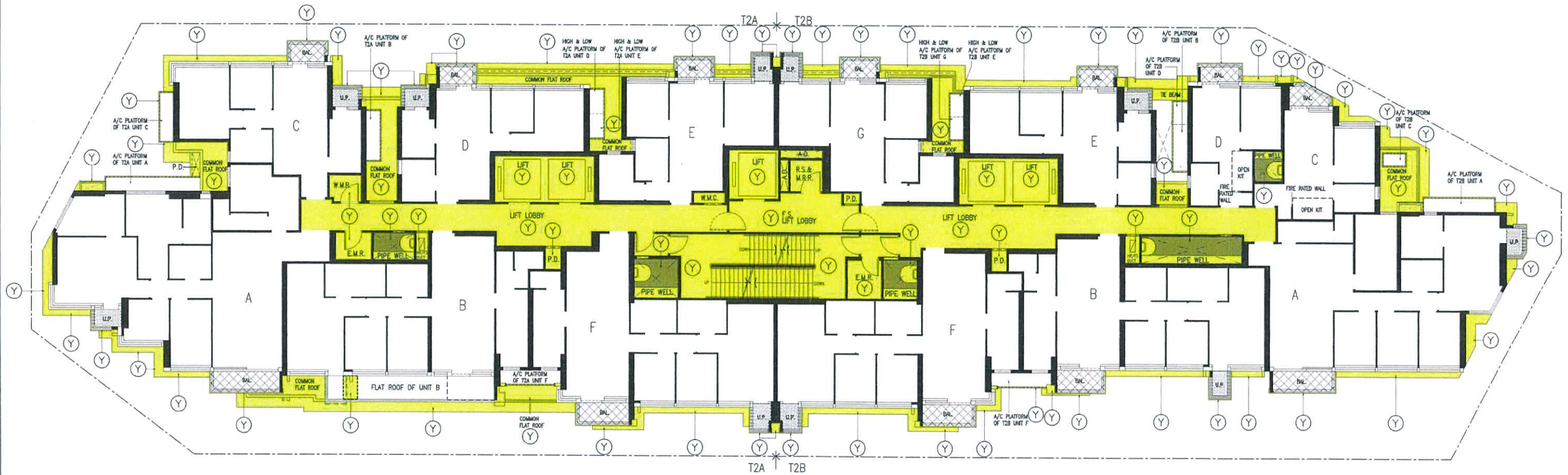


TOWER 2 3/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- Y RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)
- COVERED AREAS UNDERNEATH THE UTILITY PLATFORMS
- COVERED AREAS UNDERNEATH THE BALCONIES

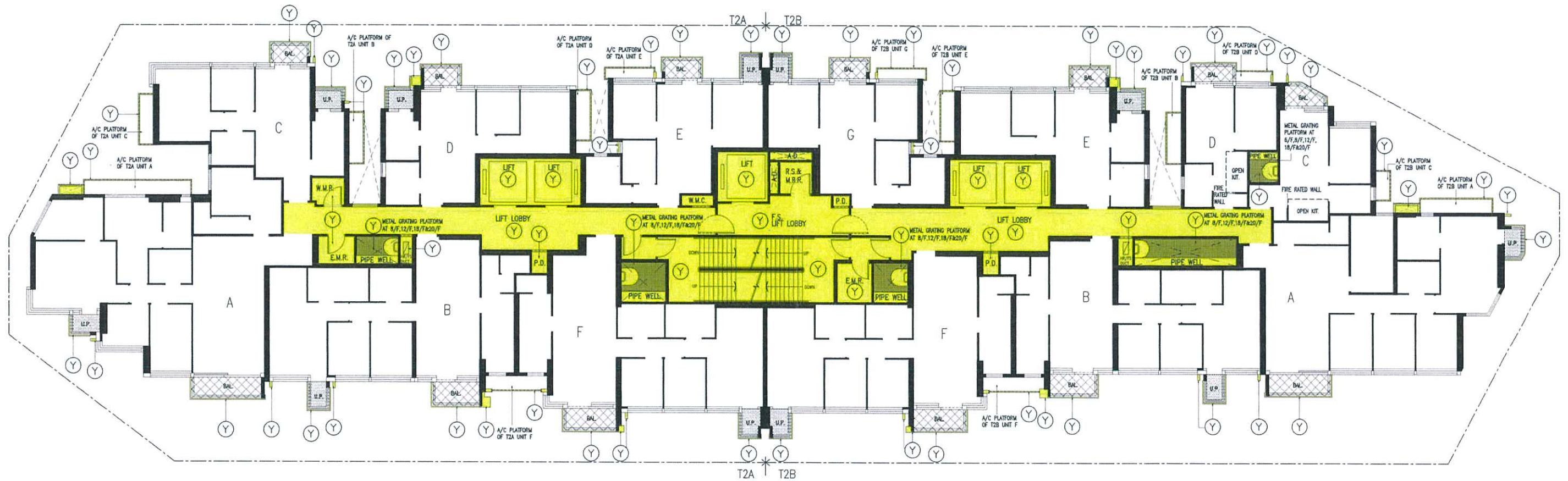


TOWER 2 5/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

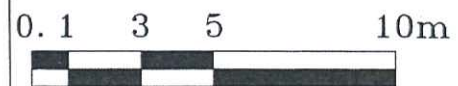
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



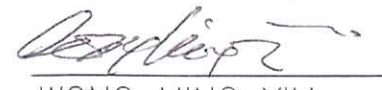
LEGEND:

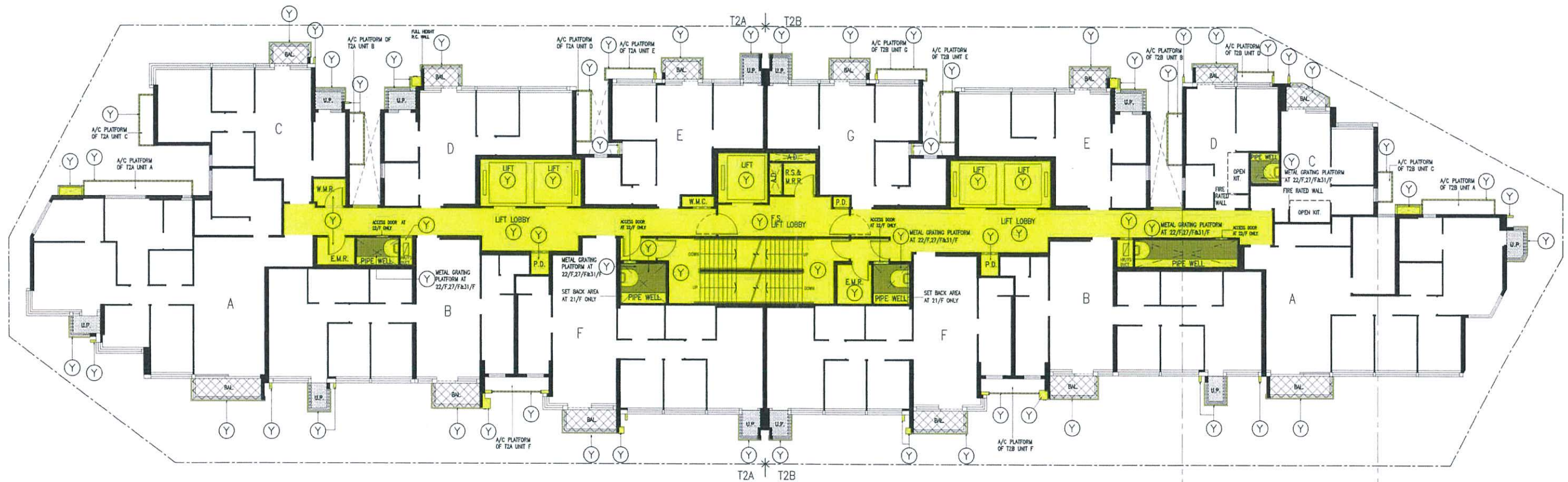
- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)



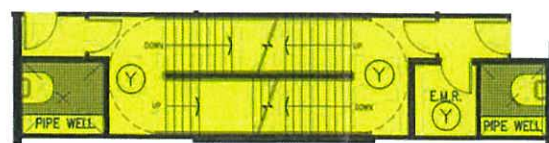
TOWER 2 6/F TO 21/F PLAN
 6/F-12/F, 15/F-21/F (14 STOREYS, EXCEPT 13/F & 14/F)
 NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

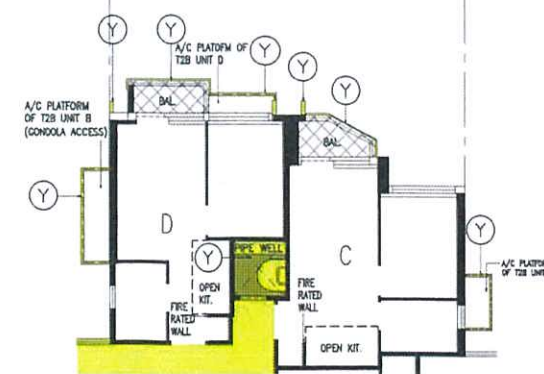

 WONG MING YIM
 Authorized Person (Architect)



- LEGEND:
- RESIDENTIAL COMMON AREAS
 - BALCONY (BAL.)
 - UTILITY PLATFORM (U.P.)



PART PLAN FOR 32/F
(T2 ESCAPE STAIRCASE)



PART PLAN FOR 22/F
(T2B)



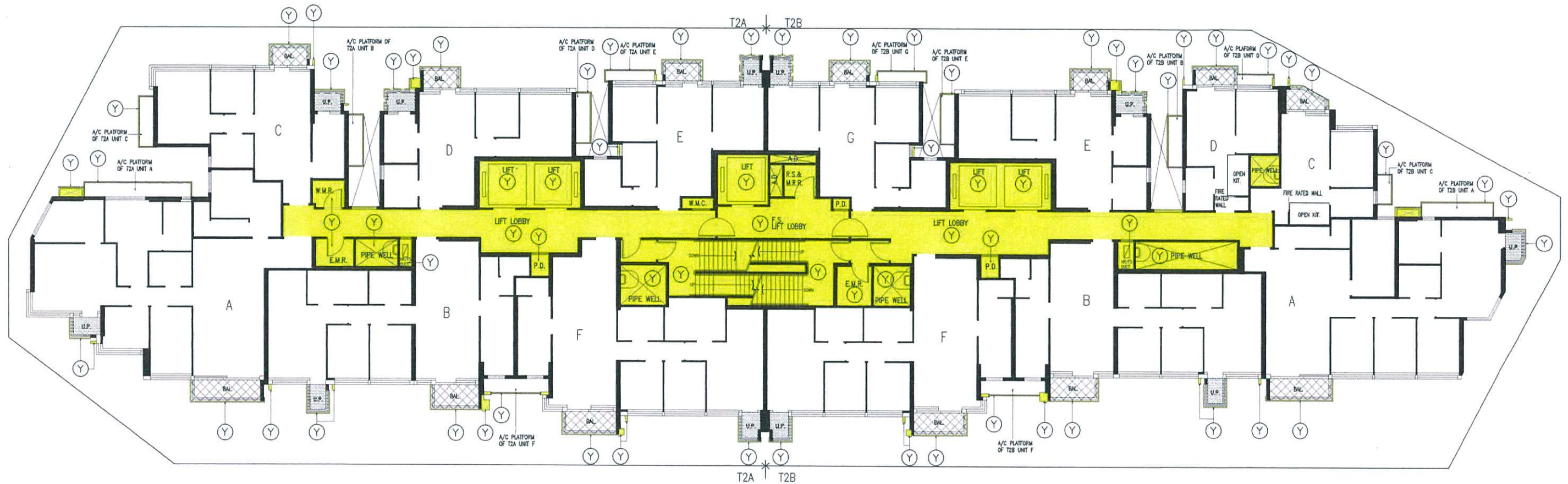
TOWER 2 22/F TO 32/F PLAN

22/F-23/F, 25/F-32/F (10 STOREYS, EXCEPT 24/F)

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- Y RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)

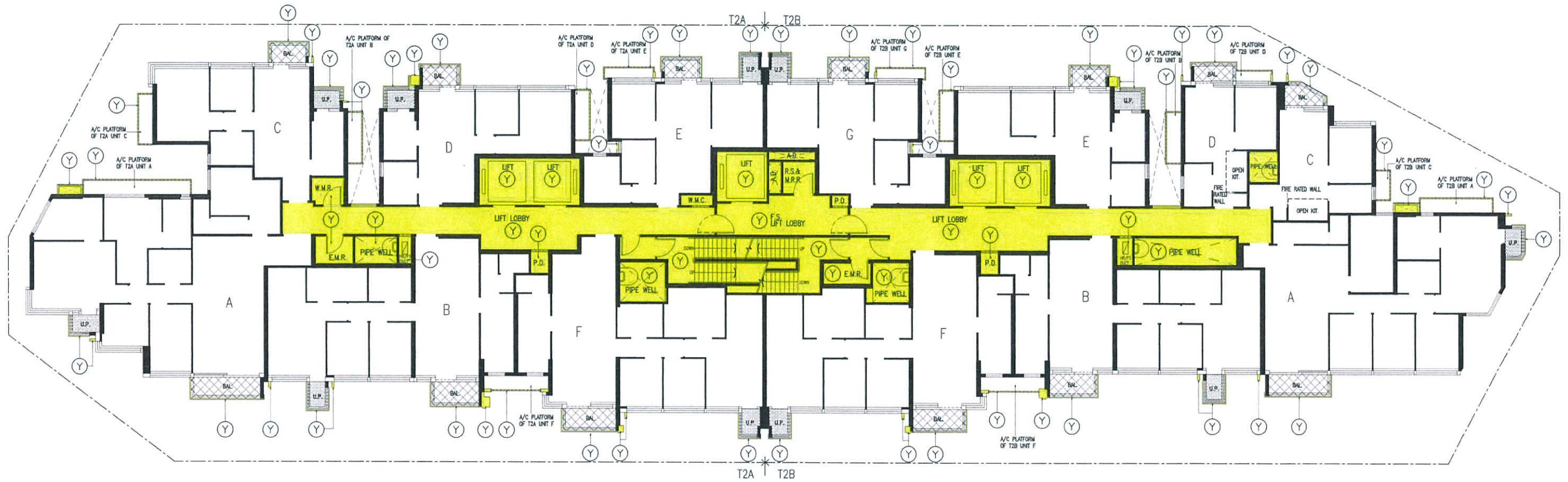


TOWER 2 33/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)

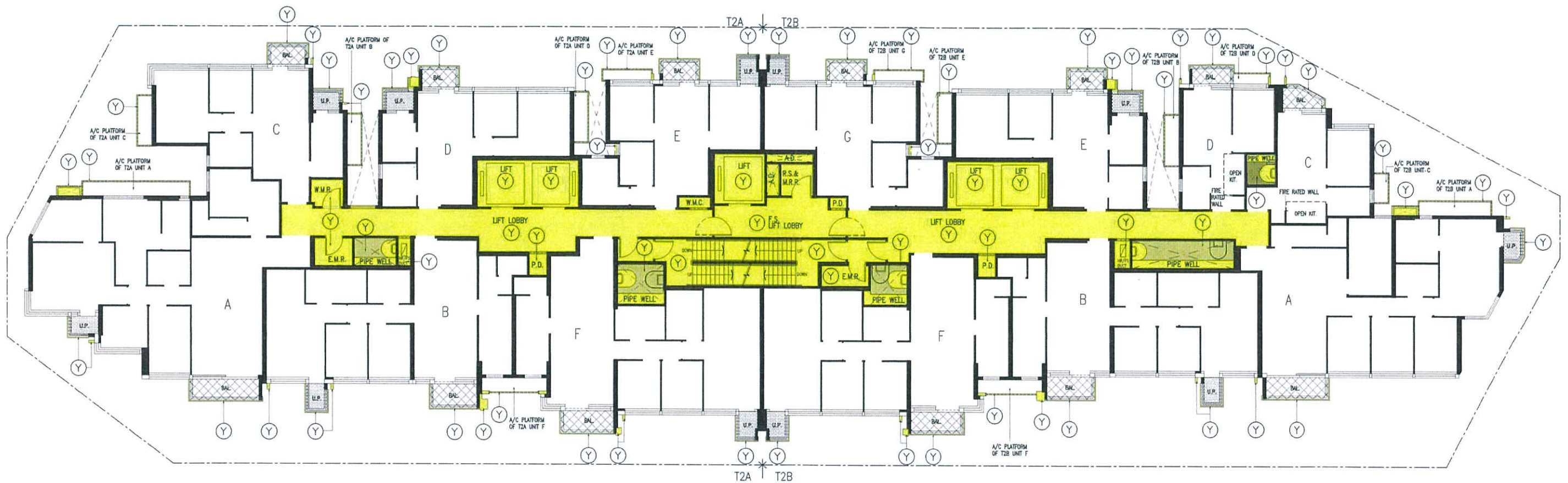


TOWER 2 35/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)

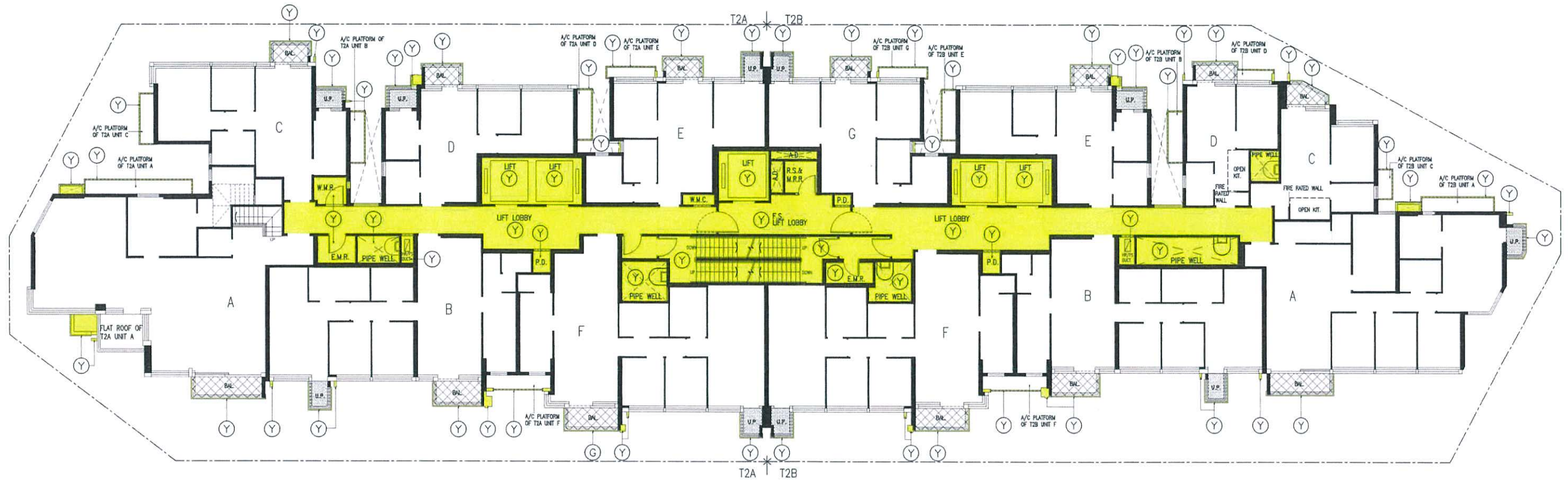


TOWER 2 36/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

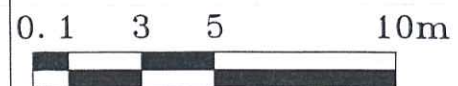
I hereby certify the accuracy of this plan.

Wong Ming Yim
 WONG MING YIM
 Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)

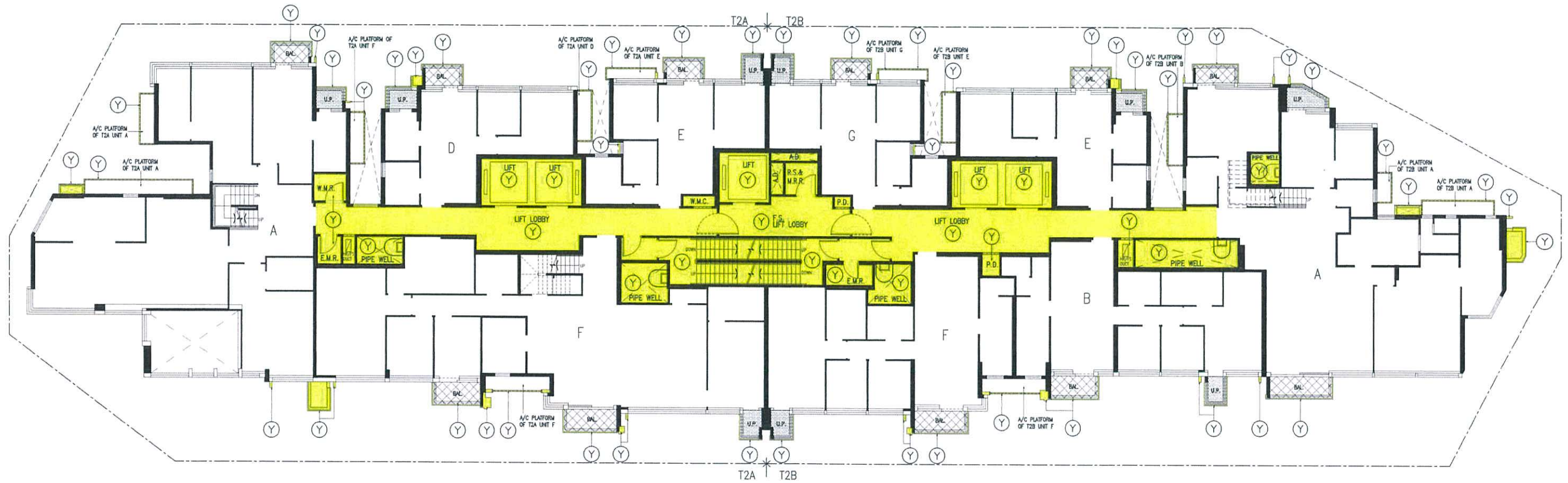


TOWER 2 37/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

Wong Ming Yim
 WONG MING YIM
 Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- UTILITY PLATFORM (U.P.)



TOWER 2 38/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

Wong Ming Yim
 WONG MING YIM
 Authorized Person (Architect)




TOWER 2 R/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

Wong Ming Yim
 WONG MING YIM
 Authorized Person (Architect)

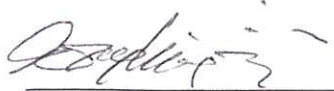


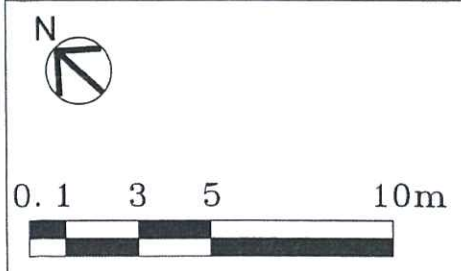
LEGEND:
 RESIDENTIAL COMMON AREAS

TOWER 3 1/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

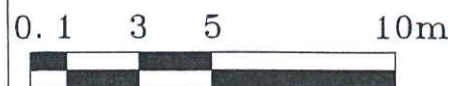

 WONG MING YIM
 Authorized Person (Architect)





LEGEND:

- RESIDENTIAL COMMON AREAS
- COVERED AREAS UNDERNEATH THE BALCONIES



TOWER 3 2/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

RESIDENTIAL COMMON AREAS

BALCONY (BAL.)



TOWER 3 3/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- COVERED AREA UNDERNEATH UTILITY PLATFORM



TOWER 3 5/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

Wong Ming Yim
 WONG MING YIM
 Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- UTILITY PLATFORM (U.P.)



TOWER 3 6/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

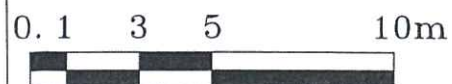
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- Y RESIDENTIAL COMMON AREAS
- - - - - FENCE WALL AS REFERRED TO IN CLAUSE 68.2 OF DMC
- . - . - . FENCE WALL AS REFERRED TO IN CLAUSE 68.1 OF DMC



TOWER 3 R/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- Y RESIDENTIAL COMMON AREAS
- G DEVELOPMENT COMMON AREAS



TOWER 5 1/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- Y RESIDENTIAL COMMON AREAS
- COVERED AREAS UNDERNEATH THE BALCONIES



TOWER 5 2/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

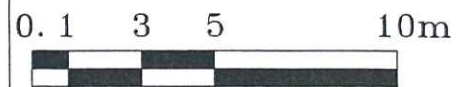
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)
- COVERED AREAS UNDERNEATH THE BALCONIES



TOWER 5 3/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY (BAL.)



TOWER 5 5/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

RESIDENTIAL COMMON AREAS

UTILITY PLATFORM (U.P.)

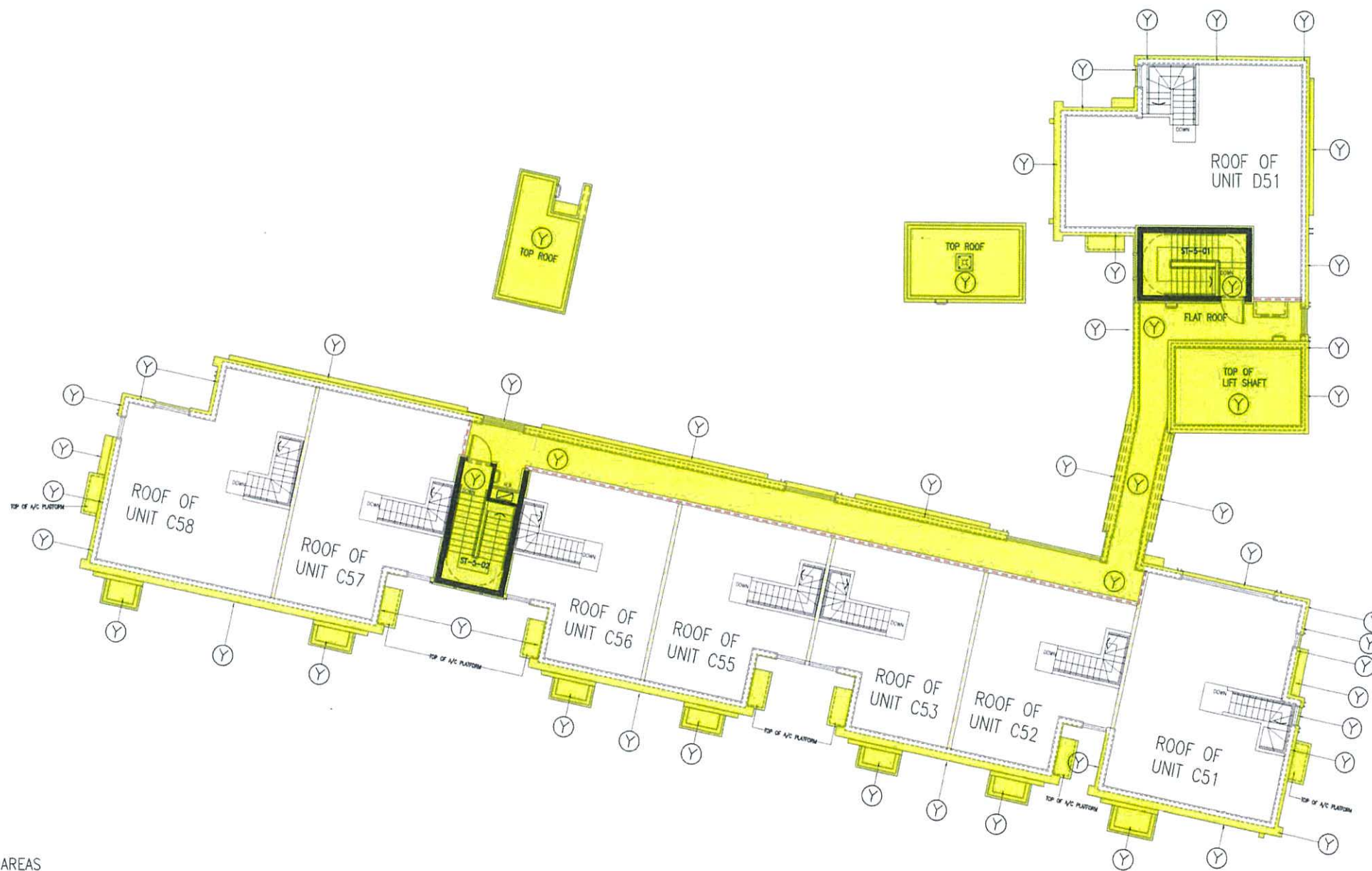
TOWER 5 6/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

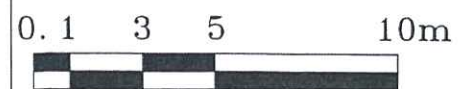
WONG MING YIM
 Authorized Person (Architect)





LEGEND:

- Y RESIDENTIAL COMMON AREAS
- - - - - FENCE WALL AS REFERRED TO IN CLAUSE 68.2 OF DMC
- - - - - FENCE WALL AS REFERRED TO IN CLAUSE 68.1 OF DMC



TOWER 5 R/F PLAN

NEW KOWLOON INLAND LOT NO. 6527

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)