

Dated the 15th day of November 2023

GOREWAY LIMITED

AND

ONE-THREE-EIGHT LIMITED

AND

PARKLAND PROPERTY MANAGEMENT LIMITED

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DEED OF MUTUAL COVENANT  
AND MANAGEMENT AGREEMENT

of

Rural Building Lot No.757

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註冊摘要編號 Memorial No.:

23112101870021 DOC



註冊摘要編號 Memorial No.:  
**23112101870021**

本文書於2023年11月21日在土地註冊處  
以上述註冊摘要編號註冊。

This instrument was registered in the  
Land Registry by the above Memorial  
No. on 21 November 2023.

土地註冊處處長  
Land Registrar

Grandall Zimmern Law Firm  
14<sup>th</sup> Floor, The Hong Kong Club Building,  
3A Chater Road Central,  
Hong Kong  
(Ref: FZ1/JM/CK/CON/211332)

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THIS DEED

is made the 15th day of November  
Two thousand and Twenty Three

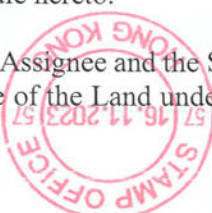
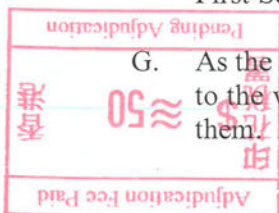
BETWEEN

- (1) GOREWAY LIMITED, a company incorporated with limited liability under the laws of Liberia and redomiciled to the British Virgin Islands with registered office at the offices of Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, British Virgin Islands (the “**First Assignee**”);
- (2) ONE-THREE-EIGHT LIMITED, a company incorporated with limited liability under the laws of Hong Kong with registered office at 16<sup>th</sup> Floor, Kailey Tower, 16 Stanley Street, Central, Hong Kong (the “**Second Assignee**”); and  
  
(the First and Second Assignees are hereinafter collectively and individually referred to as the “Assignees”)
- (3) Parkland Property Management Limited, a company incorporated with limited liability under the laws of Hong Kong with registered office at Unit No.1103A, 11th Floor, New Kowloon Plaza, 38 Tai Kok Tsui Road, Kowloon, Hong Kong (the “**Manager**” which expression shall where the context so admits include its successors appointed in accordance with the provisions herein).

WHEREAS:

- A. By an Assignment dated 2<sup>nd</sup> January 1986 registered in the Land Registry by Memorial No.UB2982708 and re-registered by Memorial No.11103100070012, Lam Chik Ho assigned half share of the whole of the Land (as hereinafter defined) to the First Assignee.
- B. By an Assignment dated 16<sup>th</sup> October 1997 registered in the Land Registry by Memorial No.UB7330385, Wong Man Hing assigned half share of the whole of the Land to the Second Assignee.
- C. By a Re-development Agreement dated 3<sup>rd</sup> September 2014 registered in the Land Registry by Memorial No.14091202710017 made between the First Assignee, the Second Assignee and Ryoden Property Development Company Limited (“**Ryoden**”), the First Assignee and the Second Assignee agreed to appoint Ryoden to redevelop the Land in the manner set out thereto.
- D. By an Assignment dated 27<sup>th</sup> February 2015 registered in the Land Registry by Memorial No.15031200910018, the Second Assignee assigned one third (1/3) of its share of the whole of the Land (i.e. 1/6 share of the whole of the Land) to the First Assignee.
- E. The redevelopment of the Land has been completed in accordance with the Building Plans prepared by the Authorized Person (as hereinafter defined). The Estate (as hereinafter defined) consists of (i) the Carpark (as hereinafter defined) on the Lower Ground 2 Floor and Lower Ground 1 Floor; (ii) the Estate Common Areas and Facilities (as hereinafter defined) on the Lower Ground 2 Floor, the Lower Ground 1 Floor and Ground Floor; and (iii) the three (3) Houses (as hereinafter defined).
- F. The Assignees have agreed that the Land and the Estate will be notionally divided into 1,755 equal Undivided Shares (as hereinafter defined) which have been allocated as provided in Part A of the First Schedule hereto.

- G. As the First Assignee and the Second Assignee are receiving benefits in accordance with its share to the whole of the Land under this Deed, no equality money has been or shall be paid between them.



H. The Assignees have agreed to enter into this Deed to define their respective rights and obligations of and in the Land and the Estate and to allocate their respective rights to hold use and occupy the Unit(s) (as hereinafter defined) and for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Land and the Estate and the Common Areas and Facilities (as hereinafter defined) therein and for the purpose of defining and regulating the rights, interests and obligations of the Owners (as hereinafter defined) in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, improvement, insurance and service to be borne by the Owners.

NOW THIS DEED WITNESSES as follows:-

**SECTION I**  
**DEFINITIONS & INTERPRETATION**

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

- “Authorized Person” : means Daniel Lin Hsien Wen of A&T Design Limited, and any other replacement authorized person for the time being appointed by the Assignees.
- “Buildings” : means the buildings, the Units and other structures comprised in the Estate erected in accordance with the Building Plans or any approved amendments thereto.
- “Building Plans” : means the general building plans and specifications in respect of the Estate (hereinafter defined) or in respect of any part or parts of the Estate prepared by the Authorized Person and approved by the Building Authority under reference No. BD 2/2045/14 and includes any approved amendments thereto as approved by the Building Authority.
- “Carpark” : means collectively all the Parking Spaces and the Carpark Common Areas and Facilities.
- “Carpark Common Areas and Facilities” : means and includes part of the Works and Installations (excluding the Slopes and Retaining Walls and except those forming part of a House and the Estate Common Areas and Facilities), and such of the driveway, ramps, staircases, planters, electric vehicle charging point, Fire Service Water Tank for Carpark, Fire Service and Sprinkler Pump room for Carpark, Sprinkler Water Tank, hose reels, spaces, parts, areas, services, facilities, fixtures, fittings, plant, machinery, apparatus and installations from time to time provided or installed in the Estate for the common use and benefit of the Owners and occupiers of the Parking Spaces and their bona fide guests, visitors or invitees in accordance with this Deed, but EXCLUDING the Estate Common Areas and Facilities and such areas within the Estate the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such services and facilities within the Estate serving only any particular Owner. Such Carpark Common Areas and Facilities (if

and where capable of being shown on plans) are shown coloured indigo on the Lower Ground 2 Floor Plan and Lower Ground 1 Floor Plan certified as to their accuracy by the Authorized Person and annexed hereto.

“Code of Practice” : means the Code of Practice prepared, revised or issued from time to time by the Secretary for Home Affairs under Section 44 of the Building Management Ordinance (Cap.344) referred to in section 20A(1) of the said Ordinance.

“Common Areas and Facilities” : means collectively:-

- (a) the Estate Common Areas and Facilities;
- (b) the Carpark Common Areas and Facilities;
- (c) such areas within the meaning of “common parts” as defined in the Building Management Ordinance (Cap.344) within the Land and the Estate (save and except such part(s) as specifically included in a Unit assigned).

and such Common Areas and Facilities (if and where capable of being shown on plans) are shown (i) coloured indigo, green, green with black triangles and green with arrows on the Lower Ground 2 Floor Plan, Lower Ground 1 Floor Plan and Ground Floor Plan certified as to their accuracy by the Authorized Person and annexed hereto; and (ii) coloured red on the Retaining Features Plan certified as to its accuracy by the Authorized Person and annexed hereto.

“Disabled Parking Space” : means the one (1) parking space at the Lower Ground 1 Floor of the Estate for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and belonging to the residents of the Estate and their bona fide guests, visitors or invitees provided pursuant to Special Condition No.4A(b) of the Government Lease and as shown in car park layout plan or amended car park layout plan approved by the Director of Lands, and marked “P5” on the Lower Ground 1 Floor Plan certified as to their accuracy by the Authorized Person and annexed hereto.

“Estate” : means the whole of the development erected on the Land in accordance with the Government Lease and the Building Plans and known as Pok Fu Lam Road 138 (薄扶林道 138 號).

“Estate Common Areas and Facilities” : means those parts, areas, services and facilities which are intended for common use and benefit of the Owners of the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including but not limited to:-

- (a) the Works and Installations (except those forming part of the Units and the Carpark Common Areas and Facilities and except such parts of the Slopes and Retaining Walls that are

outside the boundaries of the Land), the Greenery Areas, planters, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, boundary fence walls, development fence wall, external walls (including the finishes and features thereon and parapets) of the Estate (save to the extent forming part of the Houses) and the structural or loading bearing elements which serve or support the Estate as a whole;

- (b) fire services installations, staircases, water check meter room, water meter room, corridors, lift lobby, dry-type transformer compartment, meter cabinet, high voltage switch room, low voltage switch room, electric room, electrical and mechanical plants, potable and flushing pump room, telecommunications and broadcasting (TBE) room, town gas chamber, refuse storage and material recovery room, loading and unloading bay, fire services pump room for house, fire services water tank for house, fire control room, sprinkler control valve, fire services inlets, sprinkler inlets, pipe ducts, electrical ducts and hose reels; and
- (c) such spaces, parts, areas, services, facilities, fixtures, fittings, systems, devices, machinery, apparatus and installations from time to time installed or provided for the common use and benefit of the Estate as a whole in accordance with this Deed

but EXCLUDING the Carpark Common Areas and Facilities and such areas within the Estate the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such services and facilities within the Estate serving only any particular Owner. Such Estate Common Areas and Facilities (if and where capable of being shown on plans) are shown (i) coloured green, green with black triangles and green with arrows on the Lower Ground 2 Floor Plan, Lower Ground 1 Floor Plan and Ground Floor Plan certified as to their accuracy by the Authorized Person and annexed hereto; and (ii) coloured red on the Retaining Features Plan certified as to its accuracy by the Authorized Person and annexed hereto.

- “Estate Rules” : means the rules supplemental to this Deed governing the Estate or any part or parts thereof from time to time in force made and/or amended pursuant to this Deed by the Manager with the approval of the Owners’ Committee (if formed) or Owners’ Incorporation.
- “First Assignee’s Houses and Car Parking Spaces” means all those Units more particularly described in the First Schedule hereto marked against the First Assignee.
- “Government” : means the Government of Hong Kong.
- “Government Lease” : means collectively the documents of title setting forth the rights and entitlements granted by the Government in respect, inter alia, of the Land, namely the Conditions of Re-grant No.UB5943 as

varied or modified by the Modification Letters dated the 10<sup>th</sup> day of March 1967, the 15<sup>th</sup> day of April 2013, the 11<sup>th</sup> day of September 2015 and the 26<sup>th</sup> day of August 2020 registered in the Land Registry by Memorial Nos.UB581702, 13042402670058, 15091802620016 and 20091000720017 and shall include any subsequent extensions, variations or modifications thereto or renewals thereof.

- “Greenery Areas” : means the greenery areas provided and approved by the Director of Buildings pursuant to Special Condition No.2(i) of the Government Lease for the common use and benefit of the Estate and such greenery areas (if and where capable of being shown on plan) are shown coloured green with black triangles and green with arrows on the Lower Ground 2 Floor Plan and Ground Floor Plan certified as to their accuracy by the Authorized Person and annexed hereto.
- “Hong Kong” : means Hong Kong Special Administrative Region of the People’s Republic of China.
- “House” : means each of the three (3) houses as more particularly set out in the First Schedule hereto constructed on the Land for private residential use, each of them comprising of a swimming pool including but not limited to the skylight forming part of the bottom layer of the swimming pool, balcony, roofs, flat roofs, lawns, a lift, a staircase and a stairhood; BUT EXCLUDING all those parts and areas forming part of the Common Areas and Facilities; to which the Undivided Shares have been or will be allocated as more particularly set out in Part A of the First Schedule hereto, and “Houses” shall be construed accordingly.
- “Land” : means all that piece or parcel of ground registered in the Land Registry as Rural Building Lot No.757.
- “maintain” : means operate, service, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, paint, insure and decorate or any of such of the foregoing as may be applicable in the circumstances and in the interest of good estate management; "maintenance" shall be construed accordingly.
- “management expenses” : means expenses, costs and charges necessarily and reasonably incurred in the management of the Land and the Estate; “management expenditure” shall be construed accordingly.
- “Management Shares” : means those notional shares allocated to the Units as provided in Part B of the First Schedule hereto for the purposes of calculating the contributions payable by their respective Owners towards the management expenditure and the Manager’s remuneration of the Estate and the payment of all the fees, contributions and costs and expenses.
- “Manager” : means any person who for the time being is, for the purpose of this Deed, managing the Estate.

- “Noise Mitigation Measures” : means the noise mitigation measures mentioned in the Noise Impact Assessment Report, namely the fixed glazing, solid parapet walls and acoustic window (Top Hung Type). For the purpose of identification, the locations of the Noise Mitigation Measures are outlined in red, orange and red dotted line on the Ground Floor Noise Mitigation Plan, First Floor Noise Mitigation Plan, Second Floor Noise Mitigation Plan and Third Floor Noise Mitigation Plan certified as to their accuracy by the Authorized Person and annexed hereto.
- “Non-recurrent Expenditure” : means expenses of a kind not expected by the Manager to be incurred annually or of a capital nature and includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, apparatus, plant and machineries in or for the Common Areas and Facilities and the costs of the relevant investigation works and professional services.
- “Occupation Permit” : means a temporary or permanent occupation permit issued by the Building Authority.
- “Owner” : shall be as defined in the Building Management Ordinance (Cap.344) and means and includes each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any such Undivided Share and its, his or their executors, successors and assigns and where any such Undivided Share has been assigned or charged by way of mortgage or charge the word Owner shall include both mortgagor or chargor and mortgagee or chargee in possession of such Undivided Share or any mortgagee or chargee who has foreclosed PROVIDED THAT, subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.
- “Owners’ Committee” : means a committee of the Owners of the Estate established under the provisions of this Deed, and where an Owners’ Incorporation has been formed, the management committee of the Owners’ Incorporation.
- “Owners’ Incorporation” : means a corporation of the Owners of the Estate registered under section 8 of the Building Management Ordinance (Cap.344).
- “Parking Space” : means any of the parking spaces (including the Disabled Parking Space) at the Lower Ground 1 Floor of the Estate designated for the parking of private motor vehicles licensed under the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and belonging to the residents of the



Estate and their bona fide guests, visitors or invitees, in accordance with the Building Plans and the Government Lease, and as shown in car park layout plan or amended car park layout plan approved by the Director of Lands, and to which the Undivided Shares have been or will be allocated as more particularly set out in Part A of the First Schedule hereto, and "Parking Spaces" shall be construed accordingly.

"Second Assignee's House and Car Parking Spaces" means all those Units more particularly described in the First Schedule hereto marked against the Second Assignee.

"Slopes and Retaining Walls" means such slopes, slope treatment work, retaining walls and other structures within or outside the Land including, in particular and without limitation, the Green Hatched Black Area defined in Special Condition No.18(a) of the Government Lease which are required to be maintained by the Owners under the Government Lease. For the purpose of identification, the location of the Slopes and Retaining Walls are shown coloured red on the Retaining Features Plan annexed hereto, the accuracy of such plan has been certified by the Authorized Person as to the inclusion of all such slopes, slope treatment work, retaining walls and other structures and annexed hereto.

"Special Fund" : means a special fund to be set up by the Manager pursuant to the provisions in Clause 4.8(a) hereof for the Non-recurrent Expenditure.

"Undivided Shares" : means those equal undivided parts or shares of and in the Land and of and in the Estate allocated in accordance with the provisions of this Deed or in accordance with any sub-deed of mutual covenant and "Undivided Share" shall be construed accordingly.

"Unit" : shall have the same definition as "flat" under the Building Management Ordinance (Cap.344) and means any House or Parking Space, the exclusive use enjoyment and possession of which has been or is intended to be assigned to an Owner, and to which the Undivided Shares in the Land and the Estate shall have been allocated, and "Units" shall be construed accordingly.

"Works and Installations" : means all major works and installations in the Estate which will require regular maintenance on a recurrent basis as itemized in the Fourth Schedule hereto and from time to time revised or issued in accordance with the provisions of this Deed, the maintenance of which is the liability of the Owners under the provisions of the Government Lease or this Deed.

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

1.3 References in this Deed to any Ordinance shall be deemed to include any statutory re-enactment

thereof or any statutory modification thereof.

**SECTION II**  
**RIGHTS AND OBLIGATIONS OF OWNERS**

- 2.1 In consideration of the premises and the mutual grant herein contained, the First Assignee and the Second Assignee hereby mutually covenant and agree to each other that the First Assignee shall be granted the sole and exclusive right to hold use occupy and enjoy to the exclusion of the Second Assignee the First Assignee's Houses and Car Parking Spaces TO THE INTENT that the First Assignee shall at all times hereinafter has the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Second Assignee the First Assignee's Houses and Car Parking Spaces together with the appurtenances thereto and the entire rents and profits thereof SUBJECT TO AND WITH THE BENEFIT OF the Government Lease and the provisions of this Deed and SUBJECT TO AND WITH THE BENEFIT OF existing tenancies and lettings (if any).
- 2.2 In consideration of the premises and the mutual grant herein contained, the First Assignee and the Second Assignee hereby mutually covenant and agree to each other that the Second Assignee shall be granted the sole and exclusive right to hold use occupy and enjoy to the exclusion of the First Assignee the Second Assignee's House and Car Parking Spaces TO THE INTENT that the Second Assignee shall at all times hereinafter has the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the Second Assignee's House and Car Parking Spaces together with the appurtenances thereto and the entire rents and profits thereof SUBJECT TO AND WITH THE BENEFIT OF the Government Lease and the provisions of this Deed and SUBJECT TO AND WITH THE BENEFIT OF existing tenancies and lettings (if any).
- 2.3 Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate 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 provided in the Second Schedule hereto and the covenants and provisions contained in this Deed.
- 2.4 The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the Third Schedule hereto and contained in the Government Lease.
- 2.5 Subject to the Government Lease and this Deed, every Owner shall have the full right and liberty without reference to any other Owners or any persons who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Estate together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Estate which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed and PROVIDED FURTHER THAT every such assignment, mortgage, lease or underletting for a term of more than three years or other disposal shall be registered at the Land Registry.
- 2.6 (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Land or the Estate 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 shall, subject to the

Government Lease, not extend to any lease or tenancy or licence with a term not exceeding ten (10) years.

- (b) Each Unit shall not be partitioned nor sold assigned mortgaged charged leased or otherwise dealt with separately from other parts or portions of that Unit.
- 2.7
- (a) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any House together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his House SUBJECT ALWAYS TO the provisions herein, the rights of the Manager and the Estate Rules.
  - (b) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Parking Space together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with others having like rights) to go pass and repass over and along and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Parking Space SUBJECT ALWAYS TO the provisions herein, the rights of the Manager and the Estate Rules.
  - (c) Upon execution of this Deed, the Assignees shall assign to and vest in the Manager the whole of the Common Areas and Facilities together with the number of Undivided Shares relating thereto free of cost or consideration as trustee for all the Owners subject to and with the benefit of the Government Lease and this Deed but otherwise free from encumbrances. Such Undivided Shares together with the Common Areas and Facilities shall be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall be dismissed or wound up or a receiving order made against it or shall resign or be removed pursuant to the provisions of this Deed and another Manager appointed in its stead in accordance with this Deed, then the Manager or the liquidator or the receiver (as the case may be) shall assign to and vest in the new Manager free of costs or consideration such Undivided Shares together with the Common Areas and Facilities they represent upon the same trust and if there is an Owners' Incorporation, then notwithstanding anything contained in the foregoing provisions, the Manager (or, in the event of the Manager being wound up or a receiving order being made against it, its liquidator or receiver (as the case may be)) shall at any time upon the request of the Owners' Incorporation assign to and vest in the Owners' Incorporation free of costs or consideration such Undivided Shares together with the Common Areas and Facilities they represent upon the same trust.

### SECTION III

#### ADDITIONAL RIGHTS OF THE FIRST ASSIGNEE AND THE SECOND ASSIGNEE

- 3.1 The First Assignee (for the purpose of this Section includes the immediate successor in title of the First Assignee's Houses and Car Parking Spaces in case the First Assignee be wound up) shall for as long as it remains the Owner 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:-
- (a) At its own costs and expense to enter into and upon all parts of the Land and the Estate (save and except those parts of the Land and the Estate the sole and exclusive right to the use enjoyment and occupation of which has been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of constructing

the other parts of the Estate and may, for such purpose, carry out all such works in, under, on or over the Land and the Estate (save and except those parts as aforesaid) as it may from time to time reasonably see fit upon giving prior notice in writing to the Owners (save in case of emergency). The right of the First Assignee to enter the Land and the Estate (save and except those parts as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Assignee. The First Assignee in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Estate (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the First Assignee shall cause as little disturbance as reasonably possible to the Owners and shall not adversely affect the use occupation enjoyment of or prevent the access to or egress from any Unit of the Owners when carrying out such works and shall make good any disturbance, damage or loss that may be caused by or arise from such construction works.

- (b) The right to enter into a sub-deed of mutual covenant or sub-deeds of mutual covenant in respect of any part or parts of the Estate (excluding any part of the Estate which has been sold or assigned by the First Assignee) PROVIDED THAT such supplement or supplements to this Deed, or sub-deed or sub-deeds of mutual covenant shall not conflict with the provisions of this Deed or adversely affect the rights, interests or obligations of the other Owners not bound by it/them and it/they shall be approved by the Director of Lands unless the requirement for its/their approval is waived by the Director of Lands in his absolute discretion.

3.2 The Second Assignee shall for as long as it remains the Owner 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:-

- (a) At its own costs and expense to enter into and upon all parts of the Land and the Estate (save and except those parts of the Land and the Estate the sole and exclusive right to the use enjoyment and occupation of which has been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of constructing the other parts of the Estate and may, for such purpose, carry out all such works in, under, on or over the Land and the Estate (save and except those parts as aforesaid) as it may from time to time reasonably see fit upon giving prior notice in writing to the Owners (save in case of emergency). The right of the Second Assignee to enter the Land and the Estate (save and except those parts as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the Second Assignee. The Second Assignee in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Estate (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the Second Assignee shall cause as little disturbance as reasonably possible to the Owners and shall not adversely affect the use occupation enjoyment of or prevent the access to or egress from any Unit of the Owners when carrying out such works and shall make good any disturbance, damage or loss that may be caused by or arise from such construction works.
- (b) The right to enter into a sub-deed of mutual covenant or sub-deeds of mutual covenant in respect of any part or parts of the Estate (excluding any part of the Estate which has been sold or assigned by the Second Assignee) PROVIDED THAT such supplement or supplements to this Deed, or sub-deed or sub-deeds of mutual covenant shall not conflict with the provisions of this Deed or adversely affect the rights, interests or obligations of the other Owners not bound by it/them and it/they shall be approved by the Director of

Lands unless the requirement for its/their approval is waived by the Director of Lands in his absolute discretion.

- 3.3 The First Assignee (for the purpose of this Section includes the immediate successor in title of the First Assignee's Houses and Car Parking Spaces in case the First Assignee be wound up) and Second Assignee, as long as they remain the Owner, the First Assignee and Second Assignee shall jointly have the right at any time or times and from time to time as they shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-
- (a) The right to change the name of the Estate at any time as the Assignees shall deem fit and to execute any documents in the name of the Assignees in connection therewith without the necessity of joining in any other Owner upon giving six months' notice to the Owners.
  - (b) The right to install, affix, paint, maintain, alter, renew and remove any one or more masts, aeriels, antennae, satellite dish, cables, telecommunication systems or installations, lightning conductors and lighting and other structures or facilities or fixtures of whatsoever kind on any part or parts of the Common Areas and Facilities and such other areas of the Estate the exclusive right to hold, use, occupy and enjoy the same has not been assigned for the purpose of supplying utility services to the Land or any part thereof and the right to enter into and upon any part of the Estate with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid PROVIDED ALWAYS THAT the exercise of any of such rights shall be for the common use and enjoyment of the Owners and shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict the access to and from any such part of the Estate and PROVIDED FURTHER THAT the exercise of the aforesaid rights shall be subject to the approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof and any money received shall be credited to the relevant part of the Special Fund.
  - (c) The right to dedicate to the public any part or parts of the Land, (save and except those parts of the Land and the Estate the sole and exclusive right to the use enjoyment and occupation of which has been assigned or otherwise disposed of to an Owner and in so far as the portion to be dedicated is part of the Common Areas and Facilities, the dedication shall be subject to the approval of the Owners' Committee or Owners' Incorporation (if formed)) for the purposes of passage with or without vehicles in such manner as the Assignees shall in their absolute discretion deem fit PROVIDED THAT in making such dedication the Assignees shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns and shall not impede an Owner's access to and from his Unit and PROVIDED FURTHER THAT any claim for any benefit in the event that the Building Authority permits the site coverage or the plot ratio for any building and buildings or for any part and parts of any building or buildings within the Land to exceed the permitted site coverage or plot ratio, as the case may be as a result of such dedication or in the event that Government offers any money or grant any land as compensation for or in exchange of such dedication, shall accrue for the benefit of the Owners and be applied to the relevant part of the Special Fund.
  - (d) The right to adjust and/or re-align the boundary of the Land subject to the approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof PROVIDED THAT in exercising the aforesaid right, the Assignees shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns and shall not impede the Owners' access to and from their respective Unit(s) and PROVIDED

FURTHER THAT any payment received shall be credited to the Special Fund.

- (e) Subject to the approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof, the right to apply to the Government for any alteration, amendment, variation or addition to the terms and conditions of the Government Lease, and to negotiate and agree with the Government in connection therewith in such manner as the Assignees may deem fit and for those purposes to effect any surrender, extension or regrant or other documents (save and except in relation to those parts of the Land and the Estate the sole and exclusive right to the use enjoyment and occupation of which has been assigned or otherwise disposed of to an Owner) in the name of the Assignees and any such adjustment, re-alignment, alteration, amendment, variation and/or addition shall be binding on the Owners. No such adjustment, re-alignment, alteration, amendment, variation and/or addition shall give to any Owner any right of action against the Assignees and all expenses shall be paid out of the management funds PROVIDED THAT the exercise of any of the rights under this sub-clause shall not adversely affect the interests of the Owners nor adversely interfere with their right to hold, use, occupy and enjoy their respective Unit(s) and shall not impede the Owners' access to and from their respective Unit(s) and PROVIDED FURTHER THAT any extra site coverage or plot ratio or monetary compensation obtained by the Assignees as a result of the exercise of any of the rights under this sub-clause shall be used and designated as part of the Common Areas and Facilities or go into the relevant part of the Special Fund, as the case may be.
- (f) Subject to the approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, swimming pools and ancillary facilities, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over the adjacent land or any adjoining or neighbouring lands or to obtain any similar rights by modification of the Government Lease or licence or short term tenancy for the benefit of the Land and the Estate on such terms and conditions and from such persons as the Assignees shall deem fit without the concurrence or approval from other Owners and to execute any documents in the name of the Assignees in connection therewith without the necessity of joining in the Owners and any such tenancy licence or easement shall be binding on the Owners and all expenses shall be paid out of the management funds PROVIDED THAT the exercise of such right shall not adversely affect the right of any Owner to the exclusive use and enjoyment of his part of the Estate and PROVIDED FURTHER THAT this right shall only be exercised for the benefit of the Land and the Estate.
- (g) Subject to the approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, open spaces, nullahs and culverts, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of the adjacent land or any adjoining or neighbouring lands on such terms and conditions and to such persons as the Assignees shall deem appropriate PROVIDED THAT the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns and shall not impede an Owner's access to and from his Unit and shall not contravene the provisions of the Government Lease and PROVIDED FURTHER THAT this right shall

only be exercised for the benefit of the Land and the Estate and PROVIDED FURTHER THAT any receipt from the exercise of such right shall be credited to the relevant part(s) of the Special Fund.

- 3.4 The Owners hereby jointly and severally and irrevocably APPOINT the First Assignee (for the purpose of this Section includes the immediate successor in title of the First Assignee's Houses and Car Parking Spaces in case the First Assignee be wound up) and/or the Second Assignee as their attorney where applicable and grant unto the First Assignee and/or the Second Assignee the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Assignee's and/or the Second Assignee's rights mentioned in Clauses 3.1 to 3.3 above.

#### SECTION IV

#### MANAGER AND MANAGEMENT CHARGES

- 4.1 Subject to the provisions of the Building Management Ordinance (Cap.344), the parties hereto have agreed with the Manager for the Manager to undertake the management, operation, servicing, maintenance, repair, renovation, replacement, security and insurance of the Land and the Estate and the Common Areas and Facilities therein (all or any of which activities where not inapplicable herein included under the word "management") from the date of this Deed for an initial term of two (2) years and such appointment shall continue until terminated by the Manager giving to the Owners' Committee (or where there is no Owners' Committee to each of the Owners and by displaying the same in a prominent place in the Estate) not less than three (3) calendar months' notice in writing to terminate the same in accordance with Clause 4.10 hereof or by the Owners' Committee without compensation acting upon a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof giving to the Manager not less than three months' notice in writing in the manner as hereinafter provided or in the event that the Manager is being wound up or has a receiving order made against it.
- 4.2 (a) Subject to sub-clause (b) hereof, in the event that the Manager shall be wound up or a receiving order shall be made against it, or upon termination of the Manager's appointment in whatever manner, the Owners' Committee (if any) shall immediately itself undertake the management of the Land and the Estate or at its option appoint another estate management company or agent in its stead to carry out the management and maintenance of the Land and the Estate in accordance with the provisions of this Deed and on appointment thereof the Owners' Committee shall on behalf of the Owners enter into a Management Agreement with such estate management company or agent defining the rights duties and obligations of the Manager.
- (b) In the event that an Owners' Incorporation is formed under the Building Management Ordinance (Cap.344), the Manager then existing or, as the case may be, its liquidator or receiver or the new manager appointed under sub-clause (a) hereof, shall, at the request of the Owners' Incorporation, assign to it the Undivided Shares allocated to the Common Areas and Facilities free of costs and consideration and the Owners' Incorporation shall hold the undivided shares so assigned on trust for the benefit of all the Owners for the time being.
- (c) Subject to sub-clause (d) hereof, if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Estate that is under its control or in its custody or possession, and that belongs to the Owners' Incorporation (if any) or the Owners.

- (d) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date its appointment ends:-
- (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended and a balance sheet of the Estate as at the date the Manager's appointment ended in accordance with generally accepted accounting principles, standards and practice in Hong Kong and certified by a qualified accountant who is a registered full member of Hong Kong Institute of Certified Public Accountants; and the Manager shall arrange for that account and balance sheet to be audited by an accountant or some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
  - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of account, papers, documents and other records which are required for the purposes of sub-clause (d)(i) hereof and have not been delivered under sub-clause (c) hereof.
- (e) Upon termination of the Manager's appointment in whatever manner, the Manager, or, as the case may be, the liquidator or the receiver thereof shall assign the undivided shares allocated to the Common Areas and Facilities held by it free of costs or consideration to the new Manager or the Owners' Incorporation (if in existence) of the Estate who shall hold the same on trust for the benefit of all Owners subject to provisions of this Deed.
- (f) Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance (Cap.344), at no time shall the Land and the Estate be without a responsible duly appointed Manager to manage the Estate or any part or parts thereof after the issue of an Occupation Permit covering the same.
- 4.3 (a) The annual remuneration of the Manager for the performance of its duties hereunder shall be not more than twenty per cent (20%) of the total annual management expenses reasonably and necessarily incurred in the management of the Land and the Estate. No variation of the said percentage may be made except with the approval by a resolution of Owners at a meeting of Owners convened under this Deed.
- (b) For the purpose of calculating the Manager's remuneration, the total annual management expenses shall exclude the Manager's remuneration and Non-recurrent Expenditure and which percentage shall not be varied except with approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof or the Owners' Incorporation if formed, PROVIDED THAT by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof or the Owners' Incorporation, if formed, the Non-recurrent Expenditure may be included for calculating the Manager's remuneration at such rate not exceeding twenty per cent (20%) as considered appropriate by the Owners.
- (c) The Manager's remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management



fund.

- (d) Payment of the Manager's annual remuneration hereunder shall be in advance by twelve (12) equal calendar monthly installments each such payment to be in the sum of one twelfth (1/12) of the annual remuneration of the Manager being a percentage not exceeding twenty per cent (20%) of the estimated total annual expenditure for the management of the Land and the Estate (excluding the Non-recurrent Expenditure and the Manager's remuneration as aforesaid) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 4.4 to 4.5 hereof and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year.
- 4.4 (a) Subject to sub-clauses (c), (e), (f) and (h) hereof, the total amount of management expenditure payable by the Owners during any period of 12 months adopted by the Manager as the financial year (save and except the first financial year) in respect of the management of the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) hereof.
- (b) In respect of each financial year, the Manager shall:-
- (i) prepare a draft budget setting out the proposed expenditure during the financial year;
  - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Estate, and cause it to remain so displayed for at least seven (7) consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of fourteen (14) days from the date the draft budget was sent or first displayed;
  - (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year; and
  - (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Estate, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) hereof before the start of that financial year, the total amount of the management expenditure for that year shall:-
- (i) until he has so complied, be deemed to be the same as the total amount of management expenditure (if any) for the previous financial year; and
  - (ii) when he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the management expenditure shall be calculated and adjusted accordingly.

- (d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) hereof and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of sub-clause (b) hereof.
- (e) Where a revised budget is sent or displayed in accordance with sub-clause (d) hereof, the total amount of the management expenditure for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that the Owners shall contribute towards the management expenditure shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Incorporation and, within a period of one (1) month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) hereof, the Owners' Incorporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of management expenditure for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) hereof 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 ten per cent (10%) of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purposes of this Clause, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.
- (i) The first annual budget shall be prepared by the Manager and the first financial year shall, for the purpose of the first annual budget, commence on the date of this Deed and end on the 31<sup>st</sup> day of December of the same calendar year and subsequent financial years shall commence on the 1<sup>st</sup> day of January of each and every subsequent year PROVIDED THAT if the first financial year shall be less than a period of one (1) year, the first financial year shall run from the date of this Deed until the 31<sup>st</sup> day of December in the next following year. After the formation of the Owners' Committee in accordance with the provisions of this Deed, such annual budget shall be prepared in consultation with the Owners' Committee prior to the commencement of the ensuing year.
- (j) All the annual budgets (for the avoidance of doubt, including the first annual budget shall cover all expenditure which in the reasonable opinion of the Manager (whose decisions shall be conclusive save for manifest error) is to be expended for the benefit of all Owners as essential or required for the proper management, cleansing, security and maintenance of the Land and the Common Areas and Facilities including but without prejudice to the generality of the foregoing :-
  - (i) the costs and expenses for the maintenance of the Common Areas and Facilities and the lighting and controlling and keeping the same in good repair and condition;
  - (ii) the costs and expenses of cultivation, irrigation and maintenance of the planters and landscaped areas in the Common Areas and Facilities;
  - (iii) the costs of all electricity, gas, water, telephone and other utilities serving the

Common Areas and Facilities;

- (iv) the provision of security guard services and other services and personnel solely for the Estate;
- (v) the costs and expenses of maintaining the foundations, columns and other structure constructed or to be constructed for the support of the Estate
- (vi) the Government Rent (unless apportioned and charged by Government against each Owner) and all other sums (other than the premium) payable under the Government Lease;
- (vii) the remuneration of the Manager calculated in accordance with Clause 4.3 of this Deed for providing its services hereunder;
- (viii) insurance premia payable for the insurances in respect of the Common Areas and Facilities against damage by fire and/or such other perils against third party, or occupiers' liability, or public liability or employer's liability in respect of employees employed within or exclusively in connection with the management of the Estate and/or any other insurances considered necessary by the Manager;
- (ix) a sum for contingencies;
- (x) legal and accounting fees properly incurred by the Manager in carrying out the services provided by this Deed;
- (xi) the costs and expenses incurred or to be incurred by the Manager for carrying out all works and maintaining such areas, structures, drains, channels, nullah, sewers, pipes, watermains or storm water drains whether within or outside the Land that are required to be carried out and/or maintained under the Government Lease;
- (xii) the costs and expenses for the construction and maintenance and repair of such drains and channels, whether within the boundaries of the Land or on Government land constructed to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all storm-water or rain-water falling or flowing on to the Land, and for making good or removing any damage or obstruction caused by the Owners their servants or agents to any nullah, sewer, storm-water drain or water main or other properties belonging to the Government within or adjoining the Land at the request of the Director of Lands and in all respects to the satisfaction of the Director of Lands in accordance with the Government Lease;
- (xiii) the costs and expenses incurred or to be incurred by the Manager for the maintenance and carrying out of and engaging suitable personnel to carry out all investigations and works in respect of the Slopes and Retaining Walls in Section X of this Deed including but not limited to the like costs and expenses incurred or to be incurred in compliance with Special Condition Nos.18 and 19 of the Government Lease;
- (xiv) the costs and expenses of carrying out of all the maintenance and other works required under and in compliance with the Government Lease except where this Deed provides that any of such costs and expenses shall be borne by any particular Owner, then and in such case such particular Owner shall be responsible for any of such costs and expenses solely (as the case may be), and any of such costs and

expenses shall not be included in such annual budget;

- (xv) the costs and expenses for providing and maintaining fire-fighting equipment and installations and fire alarms and complying with all requirements of the Fire Services Department and the costs and expenses for maintaining the Estate safe from fire at all times generally so far as may be possible; the costs and expenses for providing an access for fire appliances and fire personnel to the Land and the Estate and permitting an access thereof for such purposes and at such time or times as the Director of Fire Services may require; the costs and expenses for maintaining the said access to the satisfaction of the Director of Fire Services;
- (xvi) the costs and expenses incurred or to be incurred for engaging suitable personnel to carry out all necessary maintenance and other works as required under and in compliance with the Government Lease;
- (xvii) subject to the prior approval of the Owners' Committee or the Owners' Incorporation (if formed), any tax (except profit tax) payable by the Manager and charged on any of the sums received or held by it under the provisions hereof for the benefit of the Owners, such proportionate part of the general expenditure for cost of staff (including but not limited to salaries, bonuses, fringe benefits, gratuity, medical expenses, provident fund (whether statutory or otherwise), long service payment and other statutory payments under the Employment Ordinance (Cap.57) or other similar ordinances for the staff together with costs of providing all equipment, accommodation, uniforms and materials reasonably incidental thereto), facilities, office, accountancy, professional, supervisory, clerical, postage, stationery and other sundry expenses incurred by the Manager in respect of the Estate and/or a due portion of such any other items of costs and expenditure where the same is/are incurred/provided by the headquarters office(s) of the Manager for the Estate as well as any other land, development and buildings, and for the purpose of determining such due portion which directly relates to the administration and/or management and/or maintenance of the Land and the Estate and the Common Areas and Facilities, the Manager shall apportion any such other items of costs and expenditure in such manner as shall be reasonably determined by the Manager;
- (xviii) the costs, charges and expenses incurred or to be incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed;

PROVIDED THAT the Non-recurrent Expenditure relating to the Estate or the Common Areas and Facilities shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund when the same is established.

PROVIDED FURTHER THAT and without prejudice to other powers of the Manager hereunder, if the Manager is of the opinion (whose decision shall be conclusive save for manifest error) that any expenditure which is not covered by insurance is attributable to any particular part or parts of the Estate and the Owners of the Units in other parts of the Estate do not or would not receive any material benefit from such expenditure, the Manager may determine (whose decision shall be conclusive save for manifest error) that the same shall be paid by the Owner or Owners of the part or parts of the Estate for which such item of expenditure has been or will be incurred (hereinafter in this Section called "the relevant Owners") to the exclusion of all other Owner(s), and the Manager shall further determine the contribution to be borne and paid by the relevant Owners in proportion to the number of

the Management Shares allocated to the Units owned by them.

- (k) The Manager shall prepare the following two (2) separate and independent budgets and management accounts and for the avoidance of doubt, any surplus or deficit in one (1) account shall not be taken into account in any other account :-
- (i) an Estate management budget and management account which shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Estate Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of the Estate and the Manager's remuneration provided in this Deed thereon; and
  - (ii) a Carpark management budget and management account which shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of the Parking Spaces and the Manager's remuneration provided in this Deed thereon

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

- (a) The amount of the monthly expenditure or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing;
- (b) Each Owner shall pay in advance on the first day of each calendar month in respect of his Unit one twelfth (1/12<sup>th</sup>) of a fraction of the total amount assessed under the annual expenditure of the Estate management budget prepared in accordance with Clause 4.4(k) hereof, such fraction being the number of Management Shares allocated to his Unit over the total number of Management Shares allocated to all the Units as specified in Part B of the First Schedule hereto;
- (c) The Owner of each Parking Space shall in addition to the fraction required under Clause 4.5(b) hereof, pay in advance on the first day of each calendar month one twelfth (1/12<sup>th</sup>) of a fraction of the annual expenditure of the Carpark management budget prepared in accordance with Clause 4.4(k) above, such fraction being the number of the Management Shares allocated to his Parking Space over the total number of the Management Shares allocated to all the Parking Spaces as specified in Part B of the First Schedule hereto;
- (d) Where any expenditure for the management and maintenance of the Estate and the Land shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or particular Units and no Owner of another Unit(s) shall receive any material benefit therefrom, the full amount of such expenditure shall be excluded from the relevant part or section of the annual budget and shall be paid by the Owner(s) of that particular Unit or those particular Units in proportion to the number of the Management Shares allocated thereto owned by him or them on demand; and
- (e) For the avoidance of doubt, it is hereby expressly PROVIDED THAT each Owner shall be personally liable to make the above payments to the Manager whether or not his part of the Estate is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person, provided always that no Owner may be called upon to pay more than his appropriate share having regard to the number

of Undivided Shares or Management Shares, as the case may be, allocated to the Unit. The Assignees shall not be obliged to make the payments and management expenditure mentioned as aforesaid in respect of the Undivided Shares allocated to any part of the Unit(s) the construction of which has not been completed except to the extent that such uncompleted part(s) of the Unit(s) benefit(s) from the provisions in this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining the Slopes and Retaining Walls or as to the security etc. provided by the management of the completed parts) of the Estate.

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

- (a) Any sum attributable or relating to the cost (for purpose of this sub-clause, including the cost of fittings and finishes contracted to be provided in the Units) of completing the construction of the Estate or any part thereof or any of the Common Areas and Facilities therein in accordance with the Building Plans;
- (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), the apportioned or separately assessed rent payable under the Government Lease and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof; and
- (c) The expenses for keeping in good and tenable repair and condition of the interior fixtures and fittings, external walls, windows and doors of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner or Owners for the time being thereof.

4.7 Notwithstanding anything herein contained where the Manager or the Owners' Incorporation acquires Undivided Shares allocated to the Common Areas and Facilities pursuant to the provisions of the Government Lease or this Deed, then such Undivided Shares and the part or parts of the Estate held therewith shall be exempted from contributing to management expenditure provided in this Deed and the Management Shares allocated thereto (if any) shall be excluded for the purpose of calculating the management expenses provided by clause 4.5 hereof.

- 4.8
- (a) The Manager shall establish and maintain a special fund for the purpose of paragraph 4 of Schedule 7 of the Building Management Ordinance (Cap.344) designated the "Special Fund" for payment of the Non-recurrent Expenditure. Each Owner (including the Assignees) who shall before he is given possession of his part of the Estate deposit with the Manager a sum equivalent to two (2) months of his monthly management expenditure based on the first year's budgeted management expenses as an initial contribution. Each Owner shall also on demand pay to the Manager such further annual sum in each calendar year as shall be decided by a resolution passed at a meeting of the Owners duly convened in accordance with the provisions of this Deed to maintain the Special Fund at such level as the Manager shall recommend. Contributions made to the Special Fund shall be non-refundable and non-transferrable.
  - (b) The Owners shall, by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof determine or if there is an Owners' Incorporation, the Owners' Incorporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.

- (c) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155) an interest-bearing account, the title of which shall refer to the Special Fund for the Estate, and shall use that account exclusively for the purpose referred to in sub-clause (a) hereof. All monies received for the Special Fund shall be deposited by the Manager in that account.
- (d) Without prejudice to the generality of sub-clause (c) hereof, if there is an Owners' Incorporation, the Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155) one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Incorporation in respect of the Special Fund.
- (e) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (c) or (d) hereof in a prominent place in the Estate.
- (f) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under sub-clause (c) hereof or, if there is an Owners' Incorporation, the account or accounts opened and maintained under sub-clause (d) hereof .
- (g) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). 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 Land and the Estate and the Common Areas and Facilities therein.
- (h) The Special Fund shall be held by the Manager as a trustee for and on behalf of all the Owners for the time being.
- (i) The Special Fund shall be notionally divided into the following parts, namely:-
  - (i) the "Special Fund (Houses)"; and
  - (ii) the "Special Fund (Parking Spaces)".
- (j) Contribution to the Special Fund:-
  - (i) payable by all the Owners of the Houses only under this Deed and made by them shall be notionally credited to the Special Fund (Houses); and
  - (ii) payable by all the Owners of the Parking Spaces only under this Deed and made by them shall be notionally credited to the Special Fund (Parking Spaces).
- (k) Funds notionally credited to each part of the Special Fund shall be applied as follows:-
  - (i) Non-recurrent Expenditure relating to the Estate Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide visitors of the Estate or which is not covered by Clause 4.8(k)(ii) hereof, shall be paid out as follows:-
    - (A) a fraction of such Non-recurrent Expenditure shall be paid out of the

Special Fund (Houses), such fraction being the number of the Management Shares allocated to all the Houses over the total number of the Management Shares allocated to the Estate as specified in Part B of the First Schedule hereto; and

- (B) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (Parking Spaces), such fraction being the number of the Management Shares allocated to all the Parking Spaces over the total number of the Management Shares allocated to the Estate as specified in Part B of the First Schedule hereto.
  - (ii) Non-recurrent Expenditure relating to the Carpark Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide visitors of the Parking Spaces only shall be paid out of the Special Fund (Parking Spaces).
  - (l) To avoid doubt, if in future there establishes any fund by the Owners' Corporation (if formed) including the contingency fund referred to in section 20(2) of the Building Management Ordinance (Cap.344), any contribution towards such fund(s) payable by each Owner concerned shall be calculated in proportion to the number of the Management Shares allocated to the Unit(s) owned by him.
  - (m) Unless otherwise specifically provided in this Deed, where any provision of this Deed requires any amount to be credited to the Special Fund or the relevant part(s) of the Special Fund, the following provisions shall apply :-
    - (i) where the amount is received in relation to the Estate Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Building Management Ordinance (Cap.344)), the amount shall be credited to the Special Fund (Houses);
    - (ii) where the amount is received in relation to the Carpark Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Building Management Ordinance (Cap.344)), the amount shall be credited to the Special Fund (Parking Spaces).
- 4.9 (a) Subject to sub-clauses (b) and (c) hereof, the Manager or the Owners' Committee shall not, in any financial year, enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-
- (i) the supplies, goods or services are procured by invitation to tender; and
  - (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344).
- (b) Subject to sub-clause (c) hereof, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to twenty (20%) of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-



- (i) if there is an Owners' Incorporation :-
    - (A) the supplies, goods or services are procured by invitation to tender;
    - (B) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344); and
    - (C) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Incorporation, and the contract is entered into with the successful tenderer; or
  - (ii) if there is no Owners' Incorporation :-
    - (A) the supplies, goods or services are procured by invitation to tender;
    - (B) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344); and
    - (C) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with Clause 7.1 hereof, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) hereof shall not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (collectively referred to in this sub-clause as "relevant supplies, goods or services") :-
- (i) where there is an Owners' Incorporation, if :-
    - (A) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Incorporation by a supplier; and
    - (B) the Owners' Incorporation decides by a resolution of the Owners passed at a general meeting of the Owners' Incorporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
  - (ii) where there is no Owners' Incorporation, if :-
    - (A) 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
    - (B) the Owners decides by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with Clause 7.1 hereof 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.
- (d) Subject to the provisions in Schedule 7 to the Building Management Ordinance (Cap.344),

the procurement of supplies, goods, or services by the Manager or the Owners' Committee that involves an amount in excess of or likely to be in excess of HK\$200,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than twenty per cent (20%) of the annual 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(1) of the Building Management Ordinance (Cap.344) will apply to the Manager or the Owners' Committee with any appropriate variations.

4.10 (a) No resignation of the Manager shall take effect unless he has previously given not less than three (3) months' notice in writing of his intention to resign :-

- (i) by sending such a notice to the Owners' Committee; or
- (ii) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Estate.

(b) The notice referred to in sub-clause (a)(ii) hereof may be given :-

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

4.11 (a) Subject to sub-clause (d) hereof, at a general meeting convened for the purpose, an Owners' Incorporation may, by a resolution:-

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

terminate by notice the Manager's appointment as the Manager of the Estate without compensation.

(b) A resolution under sub-clause (a) hereof shall have effect only if :-

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

- (c) The notice and the copy of the resolution referred to in sub-clause (b)(iv) hereof may be given :-
  - (i) by delivering them personally to the Manager; or
  - (ii) by sending them by post to the Manager at his last known address.
- (d) For the purposes of sub-clause (a) hereof:-
  - (i) only the Owners of Undivided Shares who pay or who are liable to pay the management expenditure relating to those Undivided Shares shall be entitled to vote; and
  - (ii) the reference in sub-clause (a)(ii) hereof to “the Owners of not less than fifty percent (50%) of the Undivided Shares in aggregate” shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.
- (e) If a contract for the appointment of a manager other than the Manager contains no provision for the termination of such Manager’s appointment, sub-clauses (a), (b), (c) and (d) hereof shall apply to the termination of such Manager’s appointment as they apply to the termination of the Manager’s appointment.
- (f) Sub-clause (e) hereof operates without prejudice to any other power there may be in a contract for the appointment of a manager other than the Manager to terminate the appointment of such Manager.
- (g) If a notice to terminate a Manager’s appointment is given under this clause –
  - (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 sub-clause (g)(i) hereof by the time the notice expires, the Owners’ Incorporation may appoint another Manager and, if it does so, the Owners’ Incorporation shall have exclusive power to appoint any subsequent Manager.
- (h) 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 Estate, and the Owners’ Incorporation has appointed a Manager under sub-clause (g)(ii) hereof, the Owners’ Incorporation shall be deemed to have given to that person an instrument of indemnity under which the Owners’ Incorporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that sub-clause (g)(ii) that may otherwise render that person liable for a breach of that undertaking or agreement.
- (i) This Clause is subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance (Cap. 344) but does not apply to any single Manager referred to in that section.

4.12 The Manager shall consult (either generally or in any particular case) the Owner’s Incorporation at a general meeting of the Owners’ Incorporation and adopt the approach decided by the Owners’ Incorporation on the channels of communication among Owners on any business

relating to the management of the Estate.

- 4.13 Subject to Clause 4.25 hereof, each Owner shall before he is given possession of his part of the Estate deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) month's monthly management expenditure based on the first year's budgeted management expenses payable in respect of each Management Share allocated to the part of the Estate of which he is the Owner which deposit shall be non-refundable but transferable and shall not be set off against any sum payable by him under this Deed. Without prejudice to the rights of the Manager generally under this Deed, the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, 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 original deposit prior to any such set-off. In the event that there has been an increase in the monthly management expenditure payable by the Owners as determined by the Manager in accordance with this Deed, each Owner shall, if demanded by the Manager subject to the prior approval by the Owners' Committee (if in existence), pay to the Manager by way of an increase in the said deposit such sum in order that such deposit shall be equal to three (3) month's monthly management expenditure under the annual budget for the time being payable by such Owner.
- 4.14 (a) Management expenditure and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar month but this shall not interfere with the Manager's discretion to call for any particular payment or management expenditure to be made on any other day or days it may deem necessary or desirable.
- (b) Each Owner being the first assignee/purchaser of his part of the Estate shall before he is given possession of his part of the Estate pay to the Manager in advance not more than one (1) month's monthly management expenditure based on the first year's budgeted management expenses payable in respect of his part of the Estate.
- (c) Each Owner being the first assignee/purchaser of the House shall before he is given possession of the House shall pay to the Manager a debris removal fee of not more than one (1) month's monthly management expenditure payable in respect of his part of the Estate for his part of the Estate in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in such part of the Estate of which such Owner is the owner.
- (d) Subject to Clause 4.25 hereof, each Owner being the first assignee/purchaser of his part of the Estate shall before he is given possession of his part of the Estate pay to the Manager by way of non-refundable but transferrable contribution his due share (to be decided by the number of Management Shares allocated to his part of the Estate) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities PROVIDED THAT:-
- (i) a contribution to be made by an Owner towards any such deposits payable in respect of any category of the Common Areas and Facilities for whose expenditure such Owner is liable to pay a due share under Clauses 4.5(b) and 4.5(c) hereof (as the case may be) shall be in the same proportion that the number of Management Shares allocated to his Unit(s) bears to the total number of Management Shares allocated to such of the Unit(s) the respective Owners of which are liable to pay a

due share towards the expenditure of that category of the Common Areas and Facilities as mentioned under Clauses 4.5(b) and 4.5(c) hereof; and

- (ii) in the case of any such deposits having been disbursed or an increase in any of such deposits, each Owner shall also on demand pay to the Manager a due proportion (ascertained according to sub-clause (i) hereof) of the amount so disbursed or the increase (as the case may be).
- (e) For the avoidance of doubt, all outgoings including monthly management expenditure and any Government rent up to and inclusive of the date of assignment of the Units shall be paid by the Assignees. An Owner shall not be required to make any payment or reimburse the Assignees for these outgoings.
- (f) Any monies paid as debris removal fee not used for debris collection or removal shall be credited to the Special Fund.
- (g) For the avoidance of doubt, all the payments, deposits, charges and contributions payable by the Assignees under this Deed before he is given possession of his part of the Estate which are non-transferrable or non-refundable shall be of an aggregate amount not more than five (5) months' monthly management expenditure based on the first year's budgeted management expenses payable in respect of his part of the Estate.

4.15 Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion:-

- (a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed; such charge shall form part of the management fund and be paid into the Special Fund for the benefit of all Owners.
- (b) To charge a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to this Deed PROVIDED THAT such fee shall form part of the management funds and be paid into the Special Fund for the benefit of all Owners.

4.16 the Manager may collect from licensees, tenants and other occupiers of land and building within the Land not otherwise required to pay management expenditure under this Deed for the use of the Common Areas and Facilities in respect of services rendered at its discretion to such licensees, tenants and other occupiers such sum or sums as the Manager shall reasonably determine and such sum or sums collected shall form part of and be paid into the management funds for the benefit of all the Owners.

4.17 If any Owner shall fail to pay the Manager any amount payable under any provision of this Deed within thirty (30) days of demand, he shall further pay to the Manager:-

- (a) Interest calculated on the amount remaining unpaid at the rate not exceeding two per cent (2%) per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited (or in its absence such other major bank in Hong Kong as nominated by the Manager) from the due date until the actual date of payment; and
- (b) A collection charge of not exceeding ten per cent (10%) of amount due to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

- 4.18 All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (which expression for the purposes of Clauses 4.18 to 4.20 hereof shall include his successors in title and assigns if there has been a change in title in the meantime) (and the claim in any such action may include a claim for the costs of the Manager in such action on a solicitor and own client basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall be deemed to be acting as the agent for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed shall raise or to be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.
- 4.19 In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within fourteen (14) days from the date on which the same become payable, the amount thereof together with interest charge and collection charge at the rate and for the amount as specified in Clause 4.17 hereof together with all costs and expenses which may be reasonably incurred in recovering or attempting to recover the same, including the legal expenses referred to in Clause 4.18 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Undivided Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial or Memorandum of such charge in the Land Registry against the Undivided Share or Undivided Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full. The Manager may also in such event discontinue providing management services to such defaulting Owner PROVIDED ALWAYS THAT nothing herein shall empower the Manager to interrupt the supply of electricity, water, gas, telecommunications or other utility services to the Unit concerned of such defaulting Owner or to prevent access to his Unit by reason of his failing to pay any fees or to comply with any other provisions under this Deed.
- 4.20 Any charge registered in accordance with Clause 4.19 hereof shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Undivided Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Estate held therewith and the provisions of Clause 4.18 hereof shall apply equally to any such action.
- 4.21 The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the Estate Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 4.18 hereof shall apply to all such proceedings.
- 4.22 Subject to Clause 8.1 hereof, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Estate.
- 4.23 Where any insurance money, compensation, damages, costs and expenses or refunds are received

or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 4.18 to 4.21 hereof, the Manager shall apply the same towards rectifying the default (if any) to which they relate and any surplus thereof together with all interest on amount unpaid and collection charge shall be credited to the Special Fund.

- 4.24 All money paid to the Manager by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed shall be credited to Special Fund.
- 4.25 Any person ceasing to be the Owner of any Undivided Share or Undivided Shares in the Land and the Estate shall in respect of the Undivided Share or Undivided Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 4.13 hereof and his contribution(s) towards the Special Fund paid under Clause 4.8(a) hereof and his contributions paid towards the deposits under Clause 4.14(d) hereof of this Deed to the intent that all such funds shall be held and applied for the management of the Estate irrespective of changes in ownership of the Undivided Shares in the Land and the Estate PROVIDED THAT any such management fee deposit referred to in Clause 4.13 hereof and the deposits referred to in Clause 4.14(d) hereof of this Deed shall be transferred into the name of the new Owner of such Undivided Share or Undivided Shares AND PROVIDED FURTHER THAT upon the Land reverting to the Government and no further Lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 8.1 hereof, an appropriate part of the said funds, shall be divided proportionately between the Owners or any group of Owners (as the case may be) contributing to the management expenditure immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished.
- 4.26 (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.
- (b) Within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Estate, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year in accordance with generally accepted accounting principles, standards and practice in Hong Kong and certified by a qualified accountant who is a registered full member of Hong Kong Institute of Certified Public Accountants, display a copy of the income and expenditure account and balance sheet in a prominent place in the Estate, and cause it to remain so displayed for at least seven (7) consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.
- (e) The Manager shall at any reasonable time permit any Owner to inspect any of the books or records of accounts and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon request of any Owner and upon payment

of a reasonable charge for copying the same supply such Owner with a copy of such of the record or document requested by him.

- (f)
    - (i) Subject to Clause 4.26(g) hereof, the Manager shall appoint an auditor to audit the accounts and records of the Manager concerning the management of the Land and the Estate and to certify the annual accounts as providing an accurate summary of all items of income and expenditure during the financial year concerned. The Manager may revoke the appointment of such firm and appoint another firm in its place at any time with the prior approval of the Owners' Committee or the Owners' Incorporation (if formed).
    - (ii) Notwithstanding anything herein provided and prior to the formation of the Owners' Incorporation, the Owners at a meeting of the Owners convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.
  - (g) If there is an Owners' Incorporation and the Owners' Incorporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and
    - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
    - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
  - (h) The financial year may not be changed more than once in every five (5) years, unless that change is previously approved by a resolution of the Owners' Committee (if any).
- 4.27
- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Estate.
  - (b) Without prejudice to the generality of sub-clause (a) hereof, if there is an Owners' Incorporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Incorporation in respect of the management of the Estate.
  - (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clauses (a) or (b) hereof in a prominent place in the Estate.
  - (d) Subject to sub-clauses (e) and (f) hereof, the Manager shall without delay pay all money received by it in respect of the management of the Estate into the account opened and maintained under sub-clause (a) hereof or, if there is an Owners' Incorporation, the account or accounts opened and maintained under sub-clause (b) hereof.
  - (e) Subject to sub-clause (f) hereof, the Manager may, out of money received by it in respect of the management of the Estate, retain or pay into a current account a reasonable amount



to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).

- (f) The retention of a reasonable amount of money under sub-clause (e) hereof or the payment of that amount into current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Estate.

4.28 The management of the Land and the Estate shall be undertaken by the Manager for an initial period of two (2) years and subject to Clause 4.1 hereof shall continue throughout the residue of the term agreed to be granted under the Government Lease and during any renewal or continuation thereof from the date of this Deed and each Owner hereby irrevocably APPOINTS the Manager subject to the provisions of the Building Management Ordinance (Cap.344) as attorney to enforce the provisions of this Deed against the other Owner or Owners. In addition to the other powers expressly provided in this Deed, the Manager shall, subject to the provisions of the Building Management Ordinance (Cap.344), have full powers and authority of the Owners to do all such acts and things as may be necessary or expedient for or in connection with the Land and the Estate and the management thereof, including in particular but without in any way limiting the generality of the foregoing:-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and to take all steps necessary or expedient for this purpose including the discontinuance of management services to Owners who fail to pay fees under or pursuant to or comply with this Deed PROVIDED ALWAYS THAT nothing herein shall empower the Manager to interrupt the supply of water, electricity, gas, telecommunications or other utility services provided by public utility companies to any Unit or to prevent access to any Unit by reason of the said failure of such Owners;
- (b) To manage, maintain and control the Carpark Common Areas and Facilities and the vehicles traffic on the Land and in the Estate and to remove any cars, pedal bicycles, motorcycles and other vehicles or things parked in any area not reserved for parking of any of them or which shall cause or be an obstruction to any part or parts of the Common Areas and Facilities or whose owner has defaulted in paying parking fees (if any) and to remove any vehicles parked in the Parking Spaces without the consent of the Manager or the Owner or lawful occupier thereof (as the case may be) and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use thereof and to impose and recover charges or penalties for such removal or default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees and the Manager shall in no way be responsible or accountable for any damage caused to such vehicle arising out of such removal or lien and, if the Manager shall deem fit for the purpose of controlling the parking and the traffic on the Land and the Estate, to exercise the powers under the Road Traffic (Parking on Private Roads) Regulations (Cap.374O) in relation to any private road on the Land and the Estate as owner or authorized officer thereof;
- (c) Unless otherwise directed by the Owners' Incorporation, to insure and keep insured the Common Areas and Facilities and all parts thereof as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire or such other perils as the Manager shall reasonably deem fit, and to effect insurances

against occupiers' liability, public liability and employers' liability in respect of the Manager's employees employed within or exclusively in connection with the management of the Estate, workmen compensation or other insurance as the Manager shall deem necessary with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Land and the Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;

- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Estate;
- (e) To keep the Common Areas and Facilities well lighted and to keep the lighting therein in good order and repair state and condition;
- (f) To keep the Common Areas and Facilities in a tidy, clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Buildings and the external walls (including the finishes and features thereon) of the Estate but excluding those (i) external walls forming part of the House; and (ii) windows and window frames except those situate in the Common Areas and Facilities;
- (h) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (i) To keep all the Common Areas and Facilities in good condition and working order and to extend or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable and to keep the lifts and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion but subject to prior approval of the Owners' Committee to enter into contracts with third parties for the maintenance of any such facilities;
- (j) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government property or any drains, waterways, watercourses, water main, footpaths, street furniture, sewers, nullahs, pipes, cables, wires, utility services or other works or installations being in, under, over or adjacent to the Land or any part of the Land by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (k) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Estate (except those of the Houses) and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (l) To replace any glass in the Common Areas and Facilities that may be broken;
- (m) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (n) To prevent refuse from being deposited on the Common Areas and Facilities or any part thereof not designated for refuse collection and to remove all refuse therefrom and arrange

for its disposal at such regular intervals and to provide and maintain either on or off the Estate refuse collection facilities to the satisfaction of the Director of Lands;

- (o) To prevent unauthorized obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (p) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Estate or any part thereof;
- (q) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers closed circuit television (CCTV) systems and burglar alarms and other security measures in the Estate or any part or parts thereof at all times;
- (r) To maintain and operate or contract for the maintenance and operation of the communal radio and/or television aerials, satellite and/or cable television system and/or telecommunication system (if any) which serve the Estate PROVIDED THAT any contract for the installation or use of aerial broadcast distribution or telecommunications network facilities and any contract for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:-
  - (i) such contract shall be of a term not exceeding three (3) years;
  - (ii) the right to be granted under such contract shall be non-exclusive and such contract shall provide for sharing the use of the facilities and network with other service providers; and
  - (iii) no Owner shall be 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;
- (s) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Estate or any part thereof which is illegal, unauthorized or which contravenes the terms herein contained or any of the provisions of the Government Lease and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;
- (t) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Estate of all legal proceedings relating to the Land and the Estate (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent Authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (u) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Estate in any manner in contravention of the

Government Lease or this Deed;

- (v) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person resident in or visiting the Estate of any provisions of the Government Lease or this Deed;
- (w) To prevent any person detrimentally altering or injuring any part or parts of the Estate or any of the Common Areas and Facilities thereof;
- (x) To prevent any person from overloading the floors or lifts (if any) of the Houses or any part or parts thereof;
- (y) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Buildings;
- (z) To represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Estate as a whole or the Common Areas and Facilities with power to bind all the Owners as to any policy adopted or decision reached or action taken in relation to any such dealings PROVIDED THAT where the Owners' Committee shall have been formed, the exercise of the right mentioned in this sub-clause shall be subject to the approval of the Owners' Committee;
- (aa) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, sub-managers (including professional property management companies), workmen, servants, agents, and other building staff and attendants and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Estate or the management thereof but shall not transfer or assign his duties or obligations under this Deed to any such person and such persons must remain answerable and responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole Estate (including any part thereof) and no provision in this Deed shall take away or reduce such responsibility;
- (bb) To enforce the due observance and performance by the Owners and occupiers of the terms and conditions of the Government Lease and this Deed and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (cc) To ensure that all the Owners or occupiers of the Units maintain the Units owned or occupied by them or any parts or facilities of, in or on the Land or the Estate exclusively serving the Units in a satisfactory manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (dd) To construct, lay, maintain, remove and renew drains, flues, pipes, cables, irrigation pipes, chimneys and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities for the purpose of supplying utility services to the Land which the Manager shall deem appropriate or to grant any of such rights so to do to the licensees of the Manager or other third parties as the Manager shall deem appropriate PROVIDED THAT the exercise of any of the rights mentioned in this sub-clause shall not adversely interfere with an Owner's right to hold, use, occupy and enjoy his Unit and shall not impede the Owner's access to and from his Unit AND PROVIDED

FURTHER THAT the exercise of any of the rights mentioned in this sub-clause shall be subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof and any payment received for the approval shall be credited to the Special Fund;

- (ee) Subject to the Government Lease and the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT the exercise of such right shall not interfere with the right of any Owner to the exclusive use occupation and enjoyment of his part of the Estate nor impede or restrict the access to and from any such part of the Estate and any receipt from the exercise of such right shall be credited to the Special Fund.
- (ff) Without prejudice to sub-clause (ee) hereof and subject to the Government Lease and the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof, to grant easements, quasi-easements, rights of way, rights, privileges and licences to and to enter into such arrangements and agreements with owners and occupiers of land adjoining the Land and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-easements, rights of way, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict the access to and from any such part of the Estate and any benefit concession or compensation whether monetary or otherwise acquired shall accrue to all the Owners or the Owners concerned or go into the Special Fund, as the case may be;
- (gg) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (hh) To deal with all enquiries, complaints, reports and correspondence relating to the Estate as a whole;
- (ii) Subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit PROVIDED THAT such use shall not be in breach of the Government Lease and this Deed and shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict the access to and from any such part of the Estate and all income arising therefrom shall be credited to the Special Fund and be dealt with in accordance with the provisions of this Deed;
- (jj) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Estate as the Manager shall in its reasonable discretion consider desirable;
- (kk) From time to time with the prior written approval of the Owners' Committee to make,

revoke or amend the Estate Rules and the fitting out rules for the better management of the Estate as it shall deem appropriate which shall not be inconsistent with nor contravene this Deed, the Building Management Ordinance (Cap.344) or the terms and conditions of the Government Lease PROVIDED THAT the Manager may make the Estate Rules and the fitting out rules before the formation of the Owners' Committee and to enforce the due observance and performance thereof;

- (ll) 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 (which consent or approval must not be unreasonably withheld) and to impose conditions or additional conditions for processing and issuing such consent or approval PROVIDED THAT the Manager must not charge any fee other than a reasonable administrative fee for issuing such consent and all such fees shall be credited to the Special Fund and the giving or withholding (which is not unreasonable) by the Manager of such consent or approval shall be final and conclusive and binding on the Owners;
- (mm) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (nn) To do all things which the Manager shall in its discretion deem necessary or reasonable for the purposes of maintaining and improving all facilities and services in or on the Estate for the better enjoyment or use of the Estate by its Owners occupiers and their licensees PROVIDED THAT any improvement to facilities or services which involves expenditure in excess of ten per cent (10%) of the current annual management budget shall be subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof;
- (oo) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities and subject to the prior written approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof, to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation PROVIDED THAT any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners or the Owners concerned or go into the Special Fund, as the case may be PROVIDED FURTHER THAT on the incorporation of the Owners' Incorporation, the power of attorney hereby granted shall be deemed revoked AND PROVIDED FURTHER THAT the surrender or assignment of such part of the Land shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns and shall not impede the Owners' access to and from their respective Unit(s);
- (pp) To carry out all works to and maintain such areas, structures, drains, channels, nullah, sewers, pipes or watermains whether within or outside the Land that are required to be carried out and/or maintained under the Government Lease;
- (qq) To insure and keep insured the Units to their full new reinstatement value against loss or damage by fire or such other perils as the Manager shall reasonably deem fit with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being thereof according to their respective interest in such sum or sums as the Manager may reasonably deem fit and to pay out of the management funds all premia required to keep such insurance policy or policies in force PROVIDED HOWEVER THAT nothing herein shall oblige the Manager to effect any such insurance on the Units;

- (rr) To engage (and for the avoidance of doubt, the Owners' Incorporation shall have the same authority to engage) suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out all necessary investigations and works in respect of the Slopes and Retaining Walls in compliance with the Government Lease and in particular in accordance with the slope maintenance manual(s) prepared in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls and for this purpose the Manager (which for this purpose shall include the Owners' Corporation) shall have the right to demand from all the Owners, and all the Owners shall be liable to pay such contributions to the costs and expenses lawfully incurred or to be incurred in carrying out such maintenance, repair, investigations and any other works in respect of the Slopes and Retaining Walls by way of a lump sum or instalments or otherwise as the Manager shall decide but without prejudice to the Manager's right to apply the general or any parts of the management funds as the Manager may deem fit towards payment of the costs and expenses or any part thereof PROVIDED ALWAYS THAT the Manager shall not be personally liable for carrying out any such requirements of the Government Lease in respect of the Slopes and Retaining Walls which shall in any event remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs and expenses of the required works from all the Owners;
- (ss) To engage (and for the avoidance of doubt, the Owners' Incorporation shall have the same authority to engage) suitable qualified personnel to inspect, maintain in good substantial repair and condition and carry out all necessary works for the maintenance of the Works and Installations in compliance with the Government Lease and in accordance with the provisions of this Deed and to sign and register a memorandum referred to in Clause 11.3 hereof for and on behalf of all the Owners and for these purposes, the Manager (which for these purposes shall include the Owners' Incorporation) shall have the right to demand from the Owners, and the Owners shall be liable to pay such contributions to the costs and expenses lawfully incurred or to be incurred in carrying out such inspection maintenance and necessary works and/or in preparation and registration of such memorandum by way of a lump sum or instalments or otherwise as the Manager shall decide but without prejudice to the Manager's right to apply the general or any parts of the management funds as the Manager may deem fit towards payment of the costs and expenses or any part thereof PROVIDED ALWAYS THAT the Manager shall not be personally liable for carrying out any such requirements of the Government Lease or of this Deed in respect of the Works and Installations which shall in any event remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs and expenses of the required works and/or in respect of such memorandum from all the Owners;
- (tt) To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Estate and the Manager shall encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;
- (uu) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to waste separation bins at such locations within the Common Areas and Facilities as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Estate. The Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire

hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner and to avoid creating nuisance to the Owners and occupiers of the Estate and have the power to make the Estate Rules to require the Owners and occupiers of the Estate to dispose of their rubbish properly for waste separation and recycling purpose with reference to guidelines on property management issued from time to time by the Director of Environmental Protection;

- (vv) To carry out regular maintenance and regular monitoring of the prestressed ground anchors (if any) installed in the Land or any part thereof throughout their service life to the satisfaction of the Director of Lands in accordance with the Government Lease and shall supply to the Director of Lands such reports and information on all such monitoring works as the Director of Lands may from time to time at his absolute discretion require;
- (ww) To control and regulate any parts of the Common Areas and Facilities designated or reserved (if applicable) by the Manager for storing or placing any air-conditioning units of the House and to remove any air-conditioning units and other things or structures stored or placed without prior written consent of the Manager in any parts of the Common Areas and Facilities not designated or reserved for storing or placing such air-conditioning units and to impose and recover charges or expenses for such removal and the Manager shall in no way be responsible or accountable for any damages caused thereto arising out of such removal;
- (xx) To provide and maintain fire fighting equipment and installations and fire alarms and comply with all requirements of the Fire Services Department and generally so far as may be possible maintain the Estate safe from fire at all times and provide an access for fire appliances and fire personnel to the Land and the Estate and permit an access thereof for such purposes and at such time or times as the Director of Fire Services may require and maintain the said access to the satisfaction of the Director of Fire Services;
- (yy) To do all such other things as are reasonably incidental to the management of the Land and the Estate and the apportionment of the fees, contributions, costs and expenses as well as the exercise and discharge of the Manager's powers and duties hereunder.

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

- (a) To ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS THAT the right of the Owners to the proper use and enjoyment of the Parking Spaces provided in the Estate in accordance with the provisions of the Government Lease and this Deed shall not be affected; and
- (b) To remove any dogs, cats, birds, other pets or animals from the Land and the Estate if the same has/have been the cause of any breach of the provisions of this Deed or the Estate Rules.

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

- (a) To charge the Owners a reasonable amount for the temporary use of electricity, water or



other utilities supplied by the Manager;

- (b) Subject to the prior approval of the Owners' Committee or the Owners' Incorporation (if formed), to include into any annual budget any other items of costs and expenditure which are considered by the Manager to be necessary for the administration, management and maintenance of the Land and the Estate and the Common Areas and Facilities, including but not limited to any tax (except profit tax) payable by the Manager and charged on any of the sums received or held by it under the provisions hereof for the benefit of the Owners, such proportionate part of the general expenditure for cost of staff (including but not limited to salaries, bonuses, gratuity, medical expenses, provident fund (whether statutory or otherwise), long service payment and other statutory payments under the Employment Ordinance (Cap.57) or other similar ordinances for the staff together with costs of providing all equipment, accommodation, uniforms and materials reasonably incidental thereto), facilities, office, accountancy, professional, supervisory, clerical, postage, stationery and other sundry expenses incurred by the Manager in respect thereof and/or a due portion of such any other items of costs and expenditure where the same is/are incurred/provided by the headquarters office(s) of the Manager for the Estate as well as any other land, development and buildings;
- (c) In the event that any such general expenditure and/or other items of costs and expenditure referred to in sub-clause (b) hereof is/are incurred/provided by the headquarters office(s) of the Manager for the Estate as well as any other land, development and buildings, to apportion, in such manner as shall be reasonably determined by the Manager and subject to the approval of the Owners' Committee or the Owners' Incorporation (if formed), the same for the purpose of determining such proportionate part or due portion which directly relates to the administration and/or management and/or maintenance of the Land and the Estate and the Common Areas and Facilities for the purpose of including such proportionate part or due portion into any relevant annual budget;
- (d) To engage (and for the avoidance of doubt, the Owners' Committee or the Owners' Incorporation (if formed) shall have the same authority to engage) suitable personnel and appropriate professionals to do all necessary works in discharge of the Manager's powers and duties under this Deed, including but not limited to procuring from a qualified professional or consultant the revised schedule and the revised maintenance manual(s) and preparing and registering the memorandum referred to in Clause 11.3 hereof, and doing works in compliance with the Government Lease, and for these purposes, the Manager (which for these purposes shall include the Owners' Committee or the Owners' Incorporation (if formed)) shall have the right to demand from the Owners, and the Owners shall be liable to pay such contributions to the costs lawfully incurred or to be incurred in carrying out such works by way of a lump sum or instalments or otherwise as the Manager shall decide but without prejudice to the Manager's right to apply the general or any parts of the management funds as the Manager may deem fit towards payment of the costs or any part thereof PROVIDED ALWAYS THAT the Manager shall not be personally liable for carrying out any such works as required by the Government Lease or this Deed or otherwise which shall in any event remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the Owners.

4.31 The Manager shall have power to enter with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery at all reasonable times on reasonable prior notice (except in case of emergency) into all parts of the Land and Estate including any Unit for the purposes of carrying out necessary repairs to the Estate including but not limited to rebuilding, repairing, renewing, maintaining, cleaning,

painting or decorating any part or parts of the Estate, the Common Areas and Facilities or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed PROVIDED THAT the Manager shall cause as little disturbance as possible and the Manager shall at its own costs and expense repair any damage so caused by the default of the Manager and shall be liable for the negligent, willful or criminal acts of the Manager and its agent, surveyors, workmen, contractors and others.

- 4.32 The Common Areas and Facilities shall be under the exclusive management and control of the Manager who may, subject to approval of the Owners' Committee (if any), make rules or regulations or impose conditions regulating the use and management thereof subject to the provisions of the Government Lease and this Deed. The Manager is hereby 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 matter concerning the Common Areas and Facilities and other matters provided herein.
- 4.33 All acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.
- 4.34 (a) The Manager shall have power before the formation of the Owners' Committee to make Estate Rules regulating the use, occupation, maintenance and environmental control (such as implementing noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection) of the Land and the Estate, the Common Areas and Facilities and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupying, visiting or using including the payment of charges (if any) and with the approval of the Owners' Committee (if any) from time to time to make, revoke and amend such Estate Rules and such Estate Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges which shall be credited to the Special Fund.
- (b) Such Estate Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions or the provisions of the Building Management Ordinance (Cap.344) or the terms and conditions of the Government Lease. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed or the provisions of the Building Management Ordinance (Cap. 344) or the terms and conditions of the Government Lease, the terms and conditions of this Deed or the provisions of the Building Management Ordinance (Cap. 344) or the terms and conditions of the Government Lease (as the case may be) shall prevail.
- (c) The Manager shall not be liable for any loss or damage howsoever caused arising from any breach or non-observance of such Estate Rules by any Owner of the Estate, his tenants, licensee, servants or agents UNLESS it can be shown that such loss or damage was caused by an act or omission of the Manager, its servants, agents or contractors involving criminal liability or dishonesty or negligence.

**SECTION V**  
**EXCLUSIONS AND INDEMNITIES**

- 5.1 The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid not being an act or omission involving criminal liability, dishonesty or negligence and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of
- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
  - (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Estate, or
  - (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Estate, or
  - (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
  - (e) theft, burglary or robbery within the Estate;

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

- 5.2 Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the fire, overflow of water or leakage of electricity or gas therefrom.
- 5.3 Each Owner shall be responsible for and shall indemnify the Manager and the other Owners for the time being against the acts and omissions of all persons occupying any Unit of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Estate or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by this Deed or for which the Manager has in its reasonable discretion elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

**SECTION VI**  
**OWNERS' COMMITTEE**

- 6.1 Within nine (9) months from the date of this Deed, the Manager shall convene a first meeting of the Owners to appoint a chairman and establish an Owners' Committee or shall appoint a management committee for the purpose of forming an Owners' Incorporation under the Building Management Ordinance (Cap.344) and the Manager shall have the right to call further and subsequent meetings of the Owners, if required, in accordance with the provisions of this Deed. For the time being and unless and until otherwise determined by a meeting of the Owners, the Owners' Committee shall consist of not less than three (3) members of which not less than two (2) members shall also be Owners of the Parking Spaces.
- 6.2 The functions of the Owners' Committee shall be:-
- (a) to represent the Owners in all dealings with the Manager;
  - (b) to undertake such other duties as the Manager may, with the approval of the Owners' Committee, delegate to the Owners' Committee;
  - (c) to review and discuss with the Manager about the annual budget and revised budget prepared by the Manager;
  - (d) to approve the Estate Rules made and amended from time to time by the Manager;
  - (e) to appoint a Manager to take the place of the Manager in accordance with the provisions of Clause 4.2 hereof; and
  - (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.
- 6.3 The following persons shall be eligible for membership of the Owners' Committee :-
- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee or (before the Owners' Committee has been formed) the Manager and may be revoked at any time on notice in writing being given to the Owners' Committee.
  - (b) Where a Unit is co-owned by more than one individual Owner, any one but not the other(s) of them.
  - (c) 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.
- 6.4 A member of the Owners' Committee shall retire from office at every alternate annual general meeting of the Owners next following his appointment but shall be eligible for re-election but subject to this he shall hold office until:-
- (a) He resigns by notice in writing to the Owners' Committee; or
  - (b) He ceases to be eligible; or

- (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
- (d) He become incapacitated by physical or mental illness or death; or
- (e) He is removed from office by resolution of a duly convened meeting of Owners; or
- (f) He is not re-elected at the meeting of Owners at which he stands for re-election.

A member of the Owners' Committee in respect of whom an event mentioned in this Clause has occurred shall cease to hold office upon the occurrence of such event.

6.5 The Owners' Committee shall meet at the requisition of the chairman or any two (2) members of the Owners' Committee.

6.6 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. Such notice of meeting 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 of meeting may be given :-

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

6.7 No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and not less than fifty per cent (50%) of the total number of the members of the Owners' Committee (rounded up to the nearest whole number) shall be a quorum. If within half an hour for the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members of the Owners' Committee present shall be a quorum. Provided that all members of the Owners' Committee shall be present if any business requires the unanimous consent of the members of the Owners' Committee.

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

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

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

- 6.9 The Manager shall act as the secretary to the Owners' Committee and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
- 6.10 The following provisions shall apply in all meetings of the Owners' Committee:-
- (a) Save as otherwise provided in sub-clause (b) hereof, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolutions shall be valid if it contravenes the provisions of this Deed or any sub-deed of mutual covenant;
  - (b) No resolution in respect of any of the matters hereinafter referred to shall be binding on all the Owners unless such resolution is passed unanimously by the Owners' Committee but no such resolutions shall be valid if it contravenes the provisions of this Deed or any sub-deed of mutual covenant:-
    - (i) A resolution to allow an Owner to use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Land under paragraph 1(c) of Third Schedule hereof.
    - (ii) A resolution to allow an Owner to convert or designate any of his own areas (that is areas to which he is entitled to exclusive use, occupation or enjoyment) as Common Areas and Facilities under paragraph 1(d) of Third Schedule hereof.
  - (c) A resolution put to the vote of the meeting shall be decided on a show of hands only;
  - (d) At a meeting of the Owners' Committee, every member of the Owners' Committee present at the meeting shall have one vote on a question before the Owners' Committee;
  - (e) In the case of an equality of votes, the chairman shall have, in addition to a deliberative vote, a casting vote.
  - (f) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.
- 6.11 The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being anything involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deeds, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.
- 6.12 No remuneration shall be payable to the Owners' Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses reasonably and necessarily incurred in carrying out their duties.
- 6.13 The Owners' Committee shall cause to be kept records and minutes of :-

- (a) the appointment and vacation of appointments of all its members and all changes therein;
- (b) all resolutions and notes of proceedings of the Owners' Committee; and
- (c) the members present at all meetings.

Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying the reasonable charges therefor.

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

## **SECTION VII**

### **MEETING OF OWNERS**

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

- (a) A meeting may be validly convened by the Owners' Committee or by the Manager or by an Owner appointed to convene such a meeting by the Owners of not less than five per cent (5%) of the total number of Undivided Shares in the Estate.
- (b) The person convening the meeting of the Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify the time, date and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given :-
  - (i) by delivering it personally to the Owner;
  - (ii) by sending it by post to the Owner at his last known address;
  - (iii) by leaving it at the Owner's House or depositing it in the letter box for that House.
- (c)
  - (i) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and the quorum at a meeting of Owners shall be fifty per cent (50%) of the Owners.
  - (ii) For the purposes of sub-clause (c)(i) hereof, the reference in that sub-clause (c)(i) to "fifty per cent (50%) of the Owners" shall :-
    - (A) be construed as a reference to fifty per cent (50%) of the number of persons who are the Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Estate is divided; and
    - (B) not be construed as the Owners of fifty per cent (50%) of the Undivided Shares in aggregate.

- (iii) The enumeration of the percentage of Owners mentioned in sub-clause (c)(i) hereof shall be computed as provided in Schedule 11 of the Building Management Ordinance (Cap.344).
- (d) A meeting of the Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened by the Manager or by an Owner appointed to convene such a meeting by the Owners of not less than five (5%) of the total number of the Undivided Shares in the Estate as aforesaid, by the person convening the meeting.
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (f) At the meeting of Owners :-
  - (i) an Owner shall have one (1) vote for each Undivided Share he owns Provided Always that the Undivided Shares allocated to the Common Areas and Facilities shall not carry any right to vote;
  - (ii) an Owner may cast a vote personally or by proxy;
  - (iii) where two (2) or more persons are the co-owners of an Undivided Share, the vote in respect of that Undivided Share may be cast:-
    - (A) by a proxy jointly appointed by the co-owners;
    - (B) by a person appointed by the co-owners from amongst themselves; or
    - (C) if no appointment is made under sub-clauses f(iii)(A) or f(iii)(B) hereof, then either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
  - (iv) where two (2) or more persons are the co-owners of an Undivided Share and more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid;
  - (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote; and
  - (vi) for the avoidance of doubt, in determining whether a resolution is passed by a majority of the votes of Owners, the following shall be disregarded :-
    - (A) Owners who are not present at the meeting;
    - (B) Owners who are present at the meeting but do not vote;
    - (C) blank or invalid votes;
    - (D) abstentions.
- (g) Votes may be given either personally or by proxy and in regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by



the Manager.

- (h) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance (Cap.344), 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 that body corporate in that behalf. The instrument appointing the proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened by the Manager or by an Owner appointed to convene such a meeting by the Owners of not less than five per cent (5%) of the total number of Undivided Shares in the Estate in aggregate as aforesaid, the person convening the meeting at least forty-eight (48) hours before the time for the holding of the meeting. The proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (i) Save as otherwise herein provided any resolution on any matter concerning the Estate passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Estate Provided as follows :-
  - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
  - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
  - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
  - (iv) A resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than fifty per cent (50%) of the total number of Undivided Shares in the Estate in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (j) No resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Estate but excluding the Undivided Shares allocated to the Common Areas and Facilities namely :-
  - (i) A resolution to vary the calculation of the annual remuneration of the Manager for the performance of its duties hereunder under Clause 4.3(a) hereof.
  - (ii) A resolution to include Non-recurrent Expenditure in calculating the Manager's remuneration under Clause 4.3(b) hereof.
  - (iii) A resolution to approve the Manager in doing all such acts and things hereinafter referred to:-
    - (A) granting rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land in respect of the Common Areas

and Facilities under Clause 4.28(ee) hereof.

- (B) granting easements, quasi-easements, rights of way, rights, privileges and licences to and to enter into such arrangements and agreements with owners and occupiers of land adjoining the Land in respect of any part or parts of the Common Areas and Facilities under Clause 4.28(ff) hereof.
  - (C) to surrender the Common Areas and Facilities or any part thereof to the Government under Clause 4.28(oo) hereof.
  - (D) granting franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities under Clause 4.28(ii) hereof.
- (iv) Upon the expiration of the said term of years created under and by virtue of the Government Lease or in the event of the Government taking any action by way of earlier re-entry thereunder, in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the said Government Lease as aforesaid.
- (v) A resolution to rebuild or redevelop the Estate otherwise than in accordance with Clause 8.1 hereof.
- (vi) A resolution to allow an Owner to:-
- (A) paint the outside of the House, the Estate or any part of the Land or do or permit to be done any act or thing which may or will alter the facade or external appearance of the House, the Estate or the Land under paragraph 16 of Third Schedule hereof.
  - (B) erect or build or suffer to be erected or built on or upon any roof(s), flat roof(s), or external wall(s) forming part of the Estate (whether it is exclusively owned by the offending Owner or not) any structure whatsoever either of a permanent or temporary nature under paragraph 26 of Third Schedule hereof.
  - (C) erect or build or suffer to be erected or built on the verandahs of the Buildings any walls, windows, gates, doors, curtains, external awnings, canopies, partitions or any other structures whatsoever either of a permanent or temporary nature so that the said verandahs will be enclosed or partitioned either in whole or in part under paragraph 28 of Third Schedule hereof.
  - (D) erect or build or suffer to be erected or built on the verandahs of the Buildings any security bars, protective grilles or other similar structures under paragraph 28 of Third Schedule hereof.
- (k) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Estate but excluding the Undivided Shares allocated to the Common Areas and Facilities, a resolution in writing signed by the Owners who in the aggregate have vested in them for the time being more than one

half (1/2) of the total number of Undivided Shares in the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (m) For the avoidance of doubt and notwithstanding anything to the contrary abovementioned, the person in whom the Undivided Shares allocated to the Common Areas and Facilities are vested as trustee for all the Owners shall have no voting right in respect of such Undivided Shares at any meetings to be held under this Deed, the Building Management Ordinance (Cap.344) or otherwise and such Undivided Shares shall not be taken into account in determining the quorum for any such meetings and such Undivided Shares shall not carry any liability to pay charges under this Deed.
- (n) The procedure at a meeting of Owners shall be as is determined by the Owners.

### SECTION VIII

#### EXTINGUISHMENT OF RIGHTS

- 8.1 In the event of the whole or any part of the Estate being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for habitation or use or occupation, the Manager or the Owners' Committee or those Owners who in aggregate have vested in them for the time being of not less than seventy-five per cent (75%) of the total number of Undivided Shares of the Estate or of the part thereof as affected (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of such part or parts of the Estate so affected and such meeting may resolve by not less than seventy-five per cent (75%) majority of votes of the Owners present (who shall own not less than seventy-five per cent (75%) of the Undivided Shares allocated to such part or parts of the Estate that has or have been damaged excluding those allocated to the Common Areas and Facilities) and voting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part or parts of the Estate damaged as aforesaid then in such event the Undivided Shares in the Land representing such part or parts of the Estate damaged as aforesaid 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 who shall hold such Undivided Shares upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners. All insurance money received in respect of any policy of insurance on such part or parts of the Estate shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant part or parts of the Estate damaged as aforesaid PROVIDED ALWAYS THAT if it is resolved at such meeting by not less than seventy-five per cent (75%) majority of votes of the Owners present (who shall own not less than seventy-five per cent (75%) of the Undivided Shares allocated to such part or parts of the Estate that has or have been damaged excluding those allocated to the Common Areas and Facilities) and voting to reinstate or rebuild such part or parts of the Estate damaged as aforesaid, then the Owners of such part or parts of the Estate damaged as aforesaid shall pay the excess of the cost of reinstatement or rebuilding of the relevant part or parts of the Estate damaged as aforesaid over and above the proceeds recoverable from the insurance of such part or parts of the Estate damaged as aforesaid in proportion to the respective number of Undivided Shares held by them and that until such

payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part or parts of the Estate damaged as aforesaid and be recoverable as a civil debt and PROVIDED FURTHER THAT nothing herein shall allow any Owner to reinstate or rebuild his Unit or any part thereof so affected except in accordance with the Building Plans and in the same design disposition and height as the other Units and in a good and proper workmanlike fashion using good quality materials so that such Unit or any affected part thereof after reinstatement or rebuilding (as the case may be) shall in all respects range in a uniform manner with the other Units of the Estate.

8.2 The following provisions shall apply to a meeting convened as provided in Clause 8.1 hereof :-

- (a) Every such meeting shall be convened by at least fourteen (14) days' notice in writing served by the person(s) convening the meeting on each Owner specifying the time, date and place of the meeting and the resolutions (if any) that are to be proposed. Service of such notice may be effected :-
  - (i) personally upon the Owner;
  - (ii) by post addressed to the Owner at his last known address;
  - (iii) by leaving the notice at the Owner's House; or
  - (iv) by depositing the notice in his letter box.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners of not less than seventy-five per cent (75%) of the total number of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in that part of the Estate in question, attending in person or by proxy, shall be a quorum;
- (c) If within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum;
- (d) The chairman of the Owners' Committee or, in his absence, an owner appointed by the Owners as chairman for that meeting shall be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the relevant part of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case of dispute the Owner whose name first appears in the register of such Undivided Share kept at the Land Registry shall have the right to vote and in case of equality of votes, the chairman shall have a second or casting vote;
- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be deposited with the person, or one of the persons, as the case may be, who convened the meeting not less than forty-eight (48)

hours before the time for the holding of the meeting at which the proxy proposes to vote or within such lesser time as the chairman of the meeting shall allow;

- (i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of votes of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Estate PROVIDED as follows:-
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) A resolution in writing signed by the Owners who in the aggregate have vested in them for the time being more than seventy-five per cent (75%) of the Undivided Shares allocated to that part of the Estate in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;
- (k) Apart from the notice given under sub-clause (a) hereof, the accidental omission to give notice to any Owner shall not invalidate the meeting or any resolution passed thereat.

## **SECTION IX**

### **MISCELLANEOUS PROVISIONS**

- 9.1 Each Owner shall on ceasing to be the Owner of any Undivided Share and the Unit enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions in accordance with the terms of this Deed up to the date such Owner ceases to be an Owner.
- 9.2 There shall be public notice boards at such places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements, as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
- 9.3 Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards or required by this Deed or by law to be served personally or in any other manner and in the absence of any address provided by an Owner pursuant to Clause 9.4 hereof, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the 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 HOWEVER THAT where notice is to be given to an Owner who is a mortgagor or chargor, such notice may also be served on the

mortgagee or charge (as the case may be), if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

- 9.4 Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner who does not occupy or use his Unit must provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such House owned by such Owner is deemed to be his address for service.
- 9.5 (a) Each Owner (including the Assignees) shall comply with the terms and conditions of the Government Lease so long as he remains as an Owner of any Undivided Shares.
- (b) Nothing herein shall conflict with or be in breach of the Government Lease and nothing herein contained shall prejudice the application or operation of or shall contradict or overrule or fail to comply with the provisions of the Building Management Ordinance (Cap.344) and the Schedules thereto.
- 9.6 (a) The Assignees shall provide at their own costs a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation at the management office within one (1) month of the date hereof for inspection by the Owners free of charge and for taking copies by the Owners at their own expense and on payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the Special Fund. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version shall prevail.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap. 344) (English and Chinese versions) in the management office for reference by the Owners free of charge and for taking copies by the Owners at their own expense and on payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the Special Fund.
- 9.7 Plans showing the Common Areas and Facilities (if and where capable of being shown on plans) shall be prepared by the Assignees and certified as to their accuracy by or on behalf of the Authorized Person and kept at the management office for inspection by the Owners free of costs and charges within normal office hours.
- 9.8 During the existence of the Owners' Incorporation, (a) the general meeting of the Owners' Incorporation convened under the Building Management Ordinance (Cap.344) shall take the place of the meeting of the Owners hereunder, (b) where the management committee of the Owners' Incorporation has been appointed, the management committee of the Owners' Incorporation shall take the place of the Owners' Committee hereunder, (c) the Owners' Incorporation shall also have the functions of the Owners' Committee as provided in Clause 6.2 hereof and (d) the control, management, maintenance and administration of the Land, the Estate and the Common Areas and Facilities shall be undertaken by the Manager under the supervision of the Owners' Incorporation unless and until the appointment of the Manager is terminated in accordance with this Deed. Nothing contained in this Deed shall prejudice the operation of the Building Management Ordinance (Cap.344).
- 9.9 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 Units, and Common Areas and Facilities and to the Undivided

Share or Undivided Shares held therewith.

- 9.10 In consideration of the covenant given by the Manager hereinafter mentioned, the Assignees hereby covenant with the Manager and each other to comply with the terms and conditions of the Government Lease so long as they remain as Owners of any Undivided Share.
- 9.11 In consideration of the covenant given by the Assignees hereinbefore mentioned, the Manager hereby covenants with the Assignees to comply with the terms and conditions of the Government Lease so long as the Manager remains as a manager of the Land and the Estate.

#### **SECTION X**

#### **SLOPE MAINTENANCE**

- 10.1 (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all investigations and works in respect of the Slopes and Retaining Walls as required by the Governemnt Lease and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the slope maintenance manual(s) prepared in accordance with such Geoguide 5. A full copy of such slope maintenance manual(s) shall be deposited by the Assignees at the management office within one month after the date of this Deed and shall be available for inspection by the Owners free of charge and for taking copies upon payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the Special Fund.
- (b) Without affecting the generality of sub-clause (a) hereof, the Owners shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area defined in Special Condition No.18(a) of the Government Lease, and carry out such geotechnical investigation within the Land and on the said Green Hatched Black Area and carry out and maintain such works as required in good substantial repair and condition and in all respects to the satisfaction of the Director of Lands as prescribed by Special Condition Nos.18 to 21 of the Government Lease.
- 10.2 Where any cutting away, removal or setting back of any land or any building up or filling in or any slope treatment works of any kind whatsoever is or has been required, for the purpose of or in connection with the formation levelling or development of the Land or any part thereof or any other works required to be done by the Owners under the Government Lease or for any other purpose, the Owners shall at their own expense carry out and construct and maintain such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may at any time be necessary to protect and support such land within the Land and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter.

#### **SECTION XI**

#### **MAINTENANCE OF WORKS AND INSTALLATIONS**

- 11.1 The Owners shall at their own costs and expenses inspect, maintain in good substantial repair and condition and carry out all necessary works for the maintenance of the Works and Installations particularized in the Fourth Schedule hereto (subject to revision as provided for in Clause 11.3 hereof) as required by the Governemnt Lease and in accordance with the maintenance manual(s) (as amended or substituted from time to time) compiled by the Assignees in accordance with Clause 11.2 hereof. A full copy of such maintenance manual(s) shall be deposited by the Assignees at the management office within one (1) month after the date of this Deed and shall be available for inspection by the Owners free of charge and the

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

11.2 The Assignees have at their own costs and expenses prepared a schedule of the Works and Installations (as set out in the Fourth Schedule hereto) and shall at their own cost and expense compile for the reference of the Owners and the Manager a maintenance manual(s) (subject to revision as provided for in Clause 11.3 hereof) for the Works and Installations setting out the following details :-

- (a) 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 comprised in the Works and Installations;
- (b) 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 comprised in the Works and Installations;
- (c) recommended maintenance strategy and procedures;
- (d) a list of items of the Works and Installations requiring routine maintenance;
- (e) recommended frequency of routine maintenance inspection;
- (f) checklist and typical inspection record sheets for routine maintenance inspection; and
- (g) recommended maintenance cycle of the Works and Installations.

11.3 The Fourth Schedule hereto and the maintenance manual(s) referred to in Clause 11.2 hereof may be subject to revision as from time to time required or specified in a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof and in which event, the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual(s) for the Works and Installations within such time as may be specified in such resolution passed by the Owners and upon signing by the Manager for and on behalf of all the Owners of a memorandum (to which the revised schedule shall be attached) concerning the revised schedule and the revised maintenance manual(s) and upon registration of such memorandum against the Land and the Estate and the Common Areas and Facilities, such revised schedule and revised maintenance manual(s) shall take effect and be binding on all the Owners as from the date specified in such memorandum. All costs and expenses in respect of and incidental to the preparation of any revised schedule and any revised maintenance manual(s) for the Works and Installations and the preparation and registration of any memorandum as aforesaid shall be paid out of the relevant part(s) of the Special Fund as provided herein. A full copy of such revised maintenance manual(s) shall be deposited by the Manager at the management office within one (1) month after the date of its preparation and shall be available for inspection by the Owners free of charge and the taking copies at their own expense and on payment of a reasonable charge during the normal office hours of the Manager. All charges received shall be credited to the Special Fund.

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



**FIRST SCHEDULE ABOVE REFERRED TO**  
**ALLOCATION OF UNDIVIDED SHARES AND MANAGEMENT SHARES**

**Part A (Undivided Shares)**

<u>Registered Owner</u>	<u>Unit</u>	<u>Undivided Shares</u>
Second Assignee	House 1	567
First Assignee	House 2	567
First Assignee	House 3	567
First Assignee	Parking Space No.P1	5
First Assignee	Parking Space No.P2	5
Second Assignee	Parking Space No.P3	5
Second Assignee	Parking Space No.P4	5
First Assignee	Parking Space No.P5	5
First Assignee	Parking Space No.P6	5
	Sub-Total:	<u>1,731</u>
		<u>Undivided Shares</u>
Carpark Common Areas and Facilities		7
Estate Common Areas and Facilities		17
	Sub-Total:	<u>24</u>
	Total under Part A:	1,755

**Note:**

For identification purpose, the Units are shown in the respective floor plans certified as to their accuracy by the Authorized Person and annexed hereto as follows:-

1. House 1 is coloured orange on the House 1 Ground to Upper Roof Floor Plans and Lower Ground 1 Floor Plan.
2. House 2 is coloured violet on the House 2 Ground to Upper Roof Floor Plans and Lower Ground 1 Floor Plan.
3. House 3 is coloured yellow on the House 3 Ground to Upper Roof Floor Plans and Lower Ground 1 Floor Plan.
4. Parking Space No.P1 is coloured yellow and marked "P1" on the Lower Ground 1 Floor Plan.
5. Parking Space No.P2 is coloured yellow and marked "P2" on the Lower Ground 1 Floor Plan.
6. Parking Space No.P3 is coloured orange and marked "P3" on the Lower Ground 1 Floor Plan.
7. Parking Space No.P4 is coloured orange and marked "P4" on the Lower Ground 1 Floor Plan.
8. Parking Space No.P5 is coloured violet and marked "P5" on the Lower Ground 1 Floor Plan.
9. Parking Space No.P6 is coloured violet and marked "P6" on the Lower Ground 1 Floor Plan.

Part B (Management Shares)

<u>Registered Owner</u>	<u>Unit</u>	<u>Management Shares</u>
Second Assignee	House 1	567
First Assignee	House 2	567
First Assignee	House 3	567
First Assignee	Parking Space No.P1	5
First Assignee	Parking Space No.P2	5
Second Assignee	Parking Space No.P3	5
Second Assignee	Parking Space No.P4	5
First Assignee	Parking Space No.P5	5
First Assignee	Parking Space No.P6	5
		<hr/>
	Total under Part B:-	1,731

**SECOND SCHEDULE ABOVE REFERRED TO**  
**RIGHTS AND PRIVILEGES CONFERRED ON EACH UNDIVIDED SHARE**

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

**PART A**

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Estate shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Lease, the Estate Rules and the rights of the Manager as provided in this Deed:-
  - (a) Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager) for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit PROVIDED THAT:-
    - (i) only Owners of the Estate and occupiers of such Houses and their bona fide guest, visitors or invitees may make use of the Estate Common Areas and Facilities;
    - (ii) only Owners of the Parking Spaces and occupiers of such Parking Spaces and their bona fide guests, visitors or invitees may make use of the Carpark Common Areas and Facilities;
    - (iii) notwithstanding sub-paragraphs (i) and (ii) hereof, any Owner of a Unit and occupiers of such Unit and their bona fide guests, visitors or invitees may always make use of any category of the Common Areas and Facilities which such Owner, occupiers, guests, visitors or invitees are not otherwise entitled to make use of under sub- paragraphs (i) and (ii) hereof (“the Restricted Common Areas and Facilities”) for the purpose of escape or seeking refuge in case of fire or other emergency, or obtaining access to and from their respective Units (or parts thereof) or any category of the Common Areas and Facilities which they are entitled to make use of, where such access cannot practically be obtained other than through the Restricted Common Areas and Facilities or where such access is reasonably necessary for the proper use and enjoyment of the Units or Common Areas and Facilities concerned, such right of access shall be exercisable with or without agents, surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, materials and machinery; and
    - (iv) nothing in paragraph 1(a) of Part A of this Schedule shall prejudice any right granted and/or mentioned under paragraphs 1(b) to (e) of Part A of this Schedule;
  - (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate;
  - (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under

or passing through his Unit or the Estate or any part or parts thereof for the proper use and enjoyment of his Unit ;

- (d) The right for any Owner with or without agents, surveyors, workmen, contractors and others and with or without vehicles, plant, equipment, materials and machinery at all reasonable time upon prior notice to the relevant Owner(s) concerned (except in the case of emergency) to enter upon other parts of the Estate for the purpose of carrying out any works for the maintenance and repair of his Unit including any conducting media exclusively serving the same (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. For the purpose of this sub-paragraph, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media;
- (e) All other easements, rights and privileges belonging or appertaining to the Land and the Estate or any part thereof and/or as mentioned, described and/or provided in the Government Lease.

#### PART B

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

1. The full right and privilege of the Manager at all reasonable times upon reasonable prior notice (except in the case of emergency) with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery to enter into and upon his Unit for the purposes of effecting necessary rebuilding, repairing, cleansing, renewing, painting, decorating, inspecting, examining or maintaining the Estate or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof or for the purpose of abating any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed PROVIDED THAT the Manager shall at its own costs and expense make good any damage and be responsible for any liability caused by the negligent, wilful or criminal acts or omissions on the part of the Manager or its agents, employees and contractors in the course of exercising such right.
2. Rights and privileges equivalent to those set forth in paragraphs 1(b) to (e) of Part A of this Schedule and rights and privileges as reserved unto the Manager under the Deed.
3. The rights and privileges of the Government specifically excepted and reserved to the Government and other rights provided in the Government Lease.

**THIRD SCHEDULE ABOVE REFERRED TO**  
**COVENANTS PROVISIONS AND RESTRICTIONS**

1. (a) No Owner shall make any structural alteration to any part of the Estate owned by him (including but not limited to the external walls, structure or facade of the Buildings or any installation or fixture therein) which will affect the structural integrity of the Estate or which may exceed the loading constraints of the structures in the Estate or which will interfere with or affect the rights of other Owners or which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Estate whether in separate or common occupation (in particular the supply of water, electricity or gas).
  - (b) No Owner shall erect or place or cause or permit to be done erected or placed anything on the whole of the roof (or any part thereof) or the whole of the upper roof (or any part thereof) of his House that blocks or is likely to block the view of another House.
  - (c) No Owner shall use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Land not being equipment or apparatus for the exclusive use and benefit of any such Owner unless prior written approval of the Owners' Committee has been obtained. Any payment(s) received for the approval mentioned in this paragraph shall be credited to the Special Fund.
  - (d) No Owner (including the Assignees) shall have the right to convert or designate any of his own Unit(s) as Common Areas and Facilities unless the approval by a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof has been obtained PROVIDED ALWAYS THAT no Owner (including the Assignees) and no Manager shall have any right to re-convert or re-designate the Common Areas and Facilities or any part thereof to his or its own use or benefit.
  - (e) no Owner (including the Assignees) may convert any of the Common Areas and Facilities to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the approval must be credited to the Special Fund.
2. Every Owner shall observe and comply with all terms and provisions of the Government Lease and this Deed, and no Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Lease, Building Management Ordinance (Cap. 344) or this Deed or whereby any insurance on the Estate or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this paragraph by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
  3. No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Estate at any time in the course of construction and/or the management and the maintenance of the Estate.
  4. No Owner shall use or permit or suffer the part of the Estate owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being of the Estate.

5. No Owner shall use or permit or suffer any part of the Estate owned by him to be used except in accordance with the Government Lease, this Deed and any Ordinances and Regulations from time to time applicable thereto.
6. No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Estate.
7. No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, satellite and/or cable television system (if any), fixtures or any other installation in the Estate as part of the Common Areas and Facilities.
8. No clothing or laundry shall be hung outside the Buildings or any part thereof (other than in the external laundry drying areas (if any) specifically provided therefor) or in the Common Areas and Facilities.
9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Estate may be clogged or efficient working thereof may be impaired.
10. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Buildings other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Estate. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his House in good repair and condition.
11. No Owner shall use or cause or permit any House to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as “Ta Chai (打齋)” or any similar ceremony.
12. No Owner shall make or cause or permit any disturbing noise in his part of the Estate or do or cause or permit anything to be done which will interfere with the rights, comforts and convenience of other occupants of the Estate.
13. No Owner shall be entitled to connect any installation to the communal television and radio aerial system and the satellite and/or cable television system (if any) installed by the Assignees or the Manager except with the permission of the Manager and in accordance with any Estate Rules relating to the same. Subject to paragraph 1(b) of this Schedule, and the observance and compliance with the terms and conditions of the Government Lease and the provisions of any applicable Ordinance and regulations thereunder, no Owner shall, except with the prior written consent of the Manager, affix or install his own private aerial outside or on or in any part of his House or erect or place or cause or permit to be erected or placed any satellite dish(es), antenna(s) or other structure on or in any part of his House or any part of the Estate.
14. No external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever extending outside the exterior of the Houses or on the external walls or any part of the Estate shall be erected, installed or otherwise affixed to or projected from the Houses or the Estate or any part thereof.
15. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Houses and/or the Estate owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

16. Subject to the observance and compliance with the terms and conditions of the Government Lease and the provisions of any applicable Ordinance and regulations thereunder, no Owner shall paint the outside of the House, the Estate or any part of the Land or do or permit to be done any act or thing which may or will alter the facade or external appearance of the House, the Estate or the Land without the prior consent of the Owners by way of a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof.
17. Not to allow children, save with the licence of the Manager, to play in the Common Areas and Facilities and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the House in which the child or children concerned reside.
18. Not to use water closets and other water apparatus in the Buildings for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose House it shall have been caused.
19. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
20. No Owner shall make any alteration to or interfere with any fire fighting equipment or suffer to be done anything to such fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior written approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner causing the alteration in accordance with the Fire Service (Installation Contractors) Regulations (Cap.95A) and with the prior approval of the Manager and the Fire Services Department.
21. No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Common Areas and Facilities.
22. Unless the greatest care against damages to the lifts is exercised, no Owner shall allow bicycles, baby carriages or similar vehicles in the lifts and the same shall not be allowed to obstruct any of the Common Areas and Facilities.
23. No Owner shall place on any part of the floors of the Buildings or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this paragraph the Owner in default shall make good any damage caused thereby to that part of the Buildings or any fixtures and fittings therein.
24. No Owner shall use the Parking Spaces in the Estate for any purpose other than for the purpose of parking licensed motor vehicles belonging to the residents of the Estate and their bona fide guests, visitors or invitees only subject to the provisions of the Government Lease and no structure or partitioning shall be erected thereon and no articles, goods or other things except licensed motor vehicles shall be allowed thereon and in particular, no Parking Space in the Estate shall be used for storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

25. No Parking Space of the Estate shall be assigned except together with a House or to any person who is already an Owner of a House nor underlet except to residents of any of the House PROVIDED THAT in any event not more than three (3) in number of the total of the Parking Spaces shall be assigned to the Owner or underlet to the resident of any one House.
26. No Owner shall without the prior consent of the Owners by way of a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof and the relevant Government or other competent authorities (and subject to such conditions as may be imposed by the Owners in the meeting and the relevant Government or other competent authorities at their discretion) erect or build or suffer to be erected or built on or upon any roof(s), flat roof(s), or external wall(s) forming part of the Estate (whether it is exclusively owned by the offending Owner or not) any structure whatsoever either of a permanent or temporary nature..
27. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, external walls, corridors (if any), lift lobbies (if any), entrance halls (if any) of the Houses or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Estate.
28. No Owner shall without the prior consent of the Owners by way of a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof and the relevant Government or other competent authorities erect or build or suffer to be erected or built on the verandahs of the Buildings any walls, windows, gates, doors, curtains, external awnings, canopies, partitions or any other structures whatsoever either of a permanent or temporary nature so that the said verandahs will be enclosed or partitioned either in whole or in part and no Owner shall without the prior consent of the Owners by way of a resolution passed by the Owners at a meeting in accordance with Clause 7.1 hereof and the relevant Government or other competent authorities erect or build or suffer to be erected or built on the said verandahs any security bars, protective grilles or other similar structures and where such installations have been approved (at the sole discretion of the Owners and the relevant Government or other competent authorities) by the Owners in the meeting and the relevant Government or other competent authorities the same shall be erected in accordance with designs approved by the Owners in the meeting and the relevant Government or other competent authorities and shall be installed in accordance with the fixing instructions specified by the Owners in the meeting and the relevant Government or other competent authorities and shall thereafter be maintained to such standard as may from time to time be laid down by the Owners in the meeting and the relevant Government or other competent authorities.
29. No House shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles
30. No partitioning shall be erected or installed in a House which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
31. Save and except the Owner of the roofs or flat roofs the exclusive possession of which has been assigned together with a House, no Owner shall have the right to use any roof or flat roof thereof (except that other Owners may use such roof or flat roof only for escape in the event of fire or emergency). No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or other structure on or in any part of his House or any part of the Estate.
32. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any House any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other



competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities and the design of any metal grille or shutter or gate in respect of the Houses shall, prior to the installation thereof, first be submitted to the Manager for his approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

33. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any House any advertising or other sign of any description (except a small name plate outside the entrance door of such House giving the Owner's or occupier's name).
34. No Owner shall store or permit to be stored in any House any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
35. No House or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.
36. Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the management expenditure pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of such part of the Estate of which he is the owner and to indemnify the other Owners from and against all liability thereof.
37. No balcony or roofs or flat roofs or lawns or upper roof or swimming pool or lift or a staircase or a stair hood of any House shall be sold, assigned, mortgaged, charged, leased or otherwise dealt with independently or separately from the House of which it/they form(s) part.
38. Each Owner shall keep the part of the Estate in respect of which he is entitled to exclusive possession 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 other Owners or occupiers of any other part or parts of the Estate. The expenses of keeping in good and tenable repair and condition the interior and the external walls of each House and all the fixtures and fittings and all plumbing, cables, wiring, drains and pipes, water tank, air-conditioning system, gas and electricity supply system and all the windows and doors thereof and all installations serving the House of such Owner exclusively shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.
39. In no event shall dogs, cats, birds, pets or other animals be permitted in Common Areas and Facilities unless carried or on leash nor shall they be permitted to foul any part of the Common Areas and Facilities (save and except in such place, if any, as designated by the Manager).
40. No Owner shall bring to or keep on or in any part of the Estate any livestock, poultry, dog, cat, birds, pets or other animal if, in the opinion of the Manager, the same has been the cause of reasonable complaint by at least two (2) Owners or occupiers of any part of the Estate.
41. The Owners shall construct and maintain at their own expense and to the satisfaction of the Director of Lands such drains and channels, whether within the boundaries of the Land or on Government land as may be necessary to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all storm-water or rain-water falling or flowing on to the Land, and make good any damage or obstruction caused by the Owners, their servants or agents to any nullah, sewer, storm-water drain or water main within or adjoining the Land.
42. The Owners shall at their own expense and to the satisfaction of the Director of Fire Services provide and maintain fire fighting equipment and installations and fire alarms within the Land

- and the Estate and on such areas as the Director of Fire Services may require, and provide an access for fire appliances and fire personnel to the Land and the Estate and permit an access thereof for such purposes and at such time or times as the Director of Fire Services may require, and maintain the said access to the satisfaction of the Director of Fire Services as well as comply with all other requirements of the Fire Services Department.
43. All Owners shall at all times observe and comply with the Estate Rules as may be in force from time to time as may be laid down by the Manager and amended from time to time.
  44. Subject to paragraph 1(b) of this Schedule, and the observance and compliance with the terms and conditions of the Government Lease and the provisions of any applicable Ordinance and regulations thereunder, no Owner shall place, install, exhibit, affix, erect or attach or cause or permit to remain any external shades, awnings, fences, metal grilles, partitions, terraces, decks or any other structure or thing in or about or on or at any part of the external walls or flat roofs or roofs or in the garden(s) or open spaces within the boundaries of the House and no pond or pool may be dug or installed in any open space or garden(s) of the House.
  45. No Owner shall, without the prior written approval of the relevant Government authorities, enclose or cause to be enclosed any Parking Spaces in the Estate.
  46. Every Owner shall make further periodic contributions to the relevant part(s) of the Special Fund payable in respect of such part of the Estate of which he is the owner pursuant to the provisions of this Deed and to indemnify the other Owners from and against all liability thereof.
  47. No Owner may at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Development.
  48. No Owner shall make or permit any disturbing noise in the Estate or do or permit anything to be done which will interfere with the rights comfort and convenience of other Owners and occupiers of any other part of the Estate between midnight and 7:00 a.m. in such manner so as to disturb or annoy any occupier in the Estate.
  49. No rock crushing plant shall be permitted on the Land without the prior written consent of the Director of Lands.
  50. No Owner shall except with the prior written consent of the Director of Lands erect or construct any building or structure or support for any building or structure on, over, under, above, below or within the Green Hatched Black Area defined in Special Condition No.18(a) of the Government Lease
  51. No Owners shall alter the appearance of the external wall of the Houses.
  52. The Owners shall at their own expenses carry out regular maintenance and regular monitoring of the prestressed ground anchors (if any) installed in the Land or any part thereof throughout their service life to the satisfaction of the Director of Lands in accordance with the Government Lease and shall supply to the Director of Lands such reports and information on all such monitoring works as the Director of Lands may from time to time at his absolute discretion require.
  53. No grave or columbarium shall be erected or made on the Land, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.
  54. Every Owner shall observe and comply with all the applicable provisions of the Buildings Energy Efficiency Ordinance (Cap.610) insofar as the building services installation (as defined

therein) serving his House that are not the central building services installation (as defined therein) are concerned or where any major retrofitting works (as defined therein) are carried out in respect of any building services installation (as defined therein) that serves his House, etc.

55. The Greenery Areas shall be accessible by the Owners and occupiers of the Estate and their bona fide guests, visitors or invitees in accordance with this Deed and the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-152 of the Buildings Department together with any amendments thereto as shall from time to time be issued or made by the Buildings Department or other competent authorities as the case may be. For the avoidance of doubt, the Greenery Areas shall not be used for any other purpose without prior consent of the Building Authority.
56. No tree growing on the Land or adjacent thereto shall be removed or interfered with without the prior written consent of the Director of Lands who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate. If any tree is removed or interfered with or damaged by any Owner, such Owner shall be responsible for his own act and shall indemnify all the other Owners for all losses, damages or claims that the other Owners may suffer as a result of the act of such Owner.
57. All the Owners shall observe and comply with all the Ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by any Government authorities from time to time in relation to use or maintenance or operation of the Noise Mitigation Measures and no Owner shall do or permit any act or thing to be done which may in any way damage or affect the Noise Mitigation Measures.
58. All the Owners has to, at his own expenses, inspect, maintain and carry out all necessary works for the maintenance of all Noise Mitigation Measures forming part of his Unit.
59. The Noise Mitigation Measures shall only be used as noise mitigation measures for the Estate.

**FOURTH SCHEDULE ABOVE REFERRED TO**  
**WORKS AND INSTALLATIONS**

The following are the items of the Works and Installations (whether forming part of the Common Areas and Facilities or not) :-

- (a) structural elements;
- (b) external walls and their finishes, parapets and roofing materials (save to the extent forming part of the Houses);
- (c) fire safety elements;
- (d) plumbing system;
- (e) drainage system;
- (f) sewerage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) windows installation;
- (l) air conditioning and ventilation system;
- (m) Carpark system
- (n) security system;
- (o) telecommunication and broadcasting system;
- (p) the Slopes and Retaining Walls; and
- (q) building maintenance units and systems.

SEALED with the Common Seal of the )  
First Assignee and SIGNED by )  
[Redacted] )  
director(s) thereof duly )  
authorized by the Board of Directors of the )  
First Assignee, whose signature(s) is/are )  
verified by ~~in the presence of~~ :- )  
)  
)  
)

[Redacted]

[Redacted]



[Redacted]

5/10

SEALED with the Common Seal of the )  
Second Assignee and SIGNED by )  
[Redacted] )  
director(s) thereof duly )  
authorized by the Board of Directors of the )  
Second Assignee, whose signature(s) )  
is/are verified by ~~in the presence of~~ :- )

111  
[Redacted]

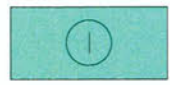





[Redacted]

SEALED with the Common Seal of the  
Manager and SIGNED by  
[REDACTED]  
director(s) thereof duly  
authorized by the Board of Directors of the  
Manager, whose signature(s) is/are  
verified by ~~in the presence of :-~~



LEGEND

-  CARPARK COMMON AREAS AND FACILITIES
-  ESTATE COMMON AREAS AND FACILITIES
-  GREENERY AREAS
-  COVERED GREENERY AREAS



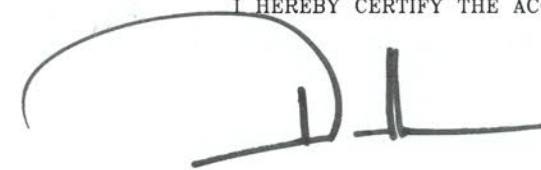
註冊摘要編號 Memorial No.:  
23112101870021 A3C

A+T DESIGN

A+T DESIGN LIMITED

藝達建築設計有限公司

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



DANIEL LIN HSIEN WEN  
AUTHORIZED PERSON-ARCHITECT

DATE: 27 SEP. 2022

B.D.

F.S.D.

次別 日期 圖面修正  
NO. DATE REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

LOWER GROUND 2  
FLOOR PLAN

DO NOT SCALE DRAWING. ALL  
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繪圖 DRAWN

核准 APPROVED

業務號 JOB NO.

日期 DATE  
27 SEP. 2022

比例 SCALE

圖號 DRAWING NO. REV.  
DMC-01 F



GREENERY AT LG2	
(r)	= 6.276m <sup>2</sup>
(s)	= 10.290m <sup>2</sup>
(u)	= 0.340m <sup>2</sup>
(v)	= 20.484m <sup>2</sup>
(x)	= 8.340m <sup>2</sup>
(v2)	= 11.141m <sup>2</sup>
(z)	= 10.523m <sup>2</sup>
(qq)	= 2.013m <sup>2</sup>
(q3)	= 8.351m <sup>2</sup>
<b>TOTAL</b>	<b>= 77.758m<sup>2</sup></b>

COVERED GREENERY AT LG2	
(a)	= 5.734m <sup>2</sup>
(b)	= 4.199m <sup>2</sup>
(c)	= 2.357m <sup>2</sup>
(d)	= 5.448m <sup>2</sup>
(e)	= 1.644m <sup>2</sup>
(f)	= 6.097m <sup>2</sup>
(g)	= 17.968m <sup>2</sup>
(h)	= 9.852m <sup>2</sup>
(j)	= 71.817m <sup>2</sup>
<b>VERTICAL GREENERY AT LG2</b>	<b>= 46.945m<sup>2</sup></b>

- TBE ROOM = TELECOMMUNICATIONS AND BROADCASTING (TBE) ROOM
- RS & MRR = REFUSE STORAGE AND MATERIAL RECOVERY ROOM
- HV SWITCH ROOM = HIGH VOLTAGE SWITCH ROOM
- LV SWITCH ROOM = LOW VOLTAGE SWITCH ROOM
- H/R = HOSE REEL
- L/UL BAY = LOADING AND UNLOADING BAY
- FS INLET = FIRE SERVICE INLET



**LEGEND**

- ① CARPARK COMMON AREAS AND FACILITIES
- ② ESTATE COMMON AREAS AND FACILITIES

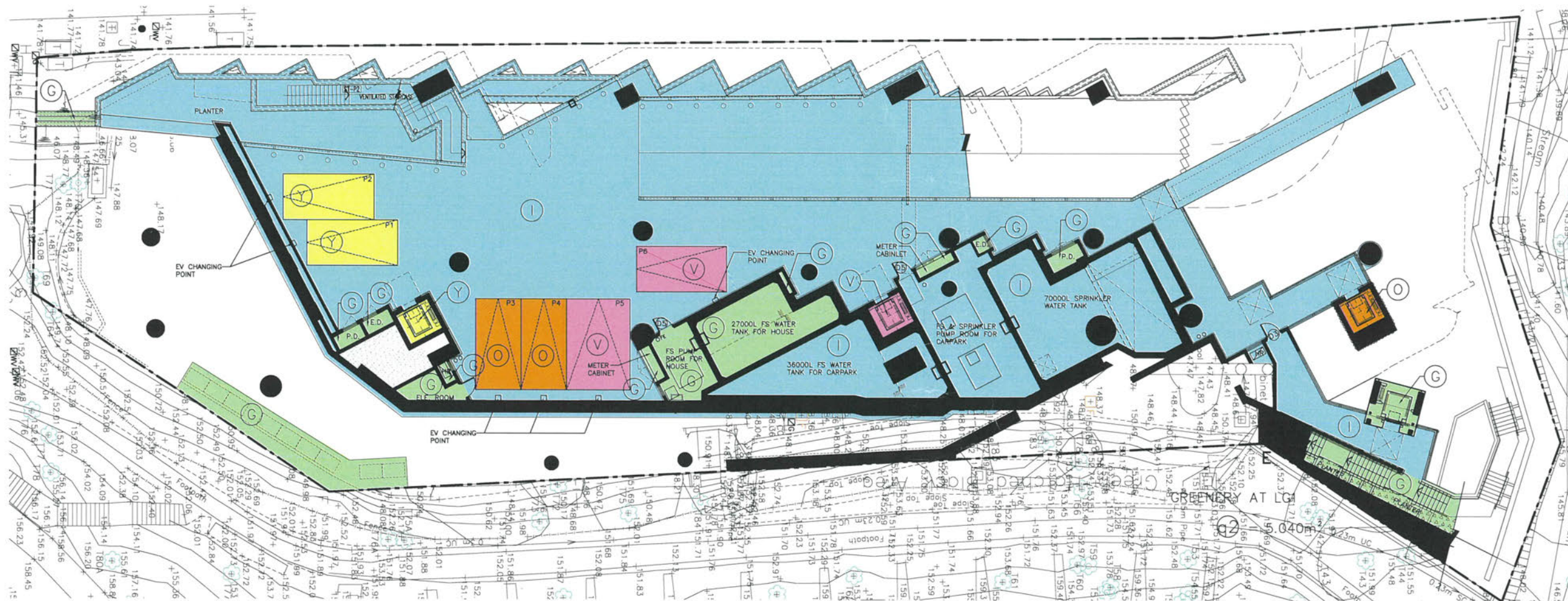
- O HOUSE 1
- V HOUSE 2
- Y HOUSE 3

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



**DANIEL LIN HSIEN WEN**  
AUTHORIZED PERSON-ARCHITECT  
DATE: 15 NOV. 2023

B.D.	
F.S.D.	
次別 NO.	日期 DATE
圖面修正 REVISIONS	



工程名稱 PROJECT

PROPOSED RESIDENTIAL DEVELOPMENT AT RBL 757, NO. 138 POKFULAM ROAD, HONG KONG

圖別 DRAWING TITLE

LOWER GROUND 1 FLOOR PLAN

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核准 APPROVED

業務號 JOB NO.

日期 DATE  
15 NOV. 2023

比例 SCALE



圖號 DRAWING NO. DMC-02	REV. G
--------------------------	-----------

- |                          |   |
|--------------------------|---|
| E.D. = ELECTRIC DUCT     | EV CHARGING POINT = ELECTRIC VEHICLE CHARGING POINT                                     |
| P.D. = PIPE DUCT         | FS PUMP ROOM FOR HOUSE = FIRE SERVICE PUMP ROOM FOR HOUSE                               |
| ELE ROOM = ELECTRIC ROOM | FS WATER TANK FOR HOUSE = FIRE SERVICE WATER TANK FOR HOUSE                             |
| H.R. = HOSE REEL         | FS WATER TANK FOR CARPARK = FIRE SERVICE WATER TANK FOR CARPARK                         |
|                          | FS & SPRINKLER PUMP ROOM FOR CARPARK = FIRE SERVICE AND SPRINKLER PUMP ROOM FOR CARPARK |

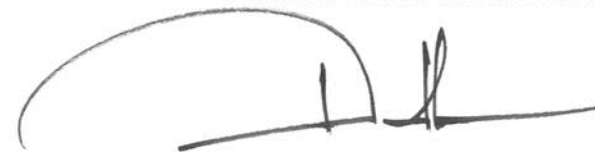


註冊摘要編號 Memorial No.  
23112101870021 A3C

**LEGEND**

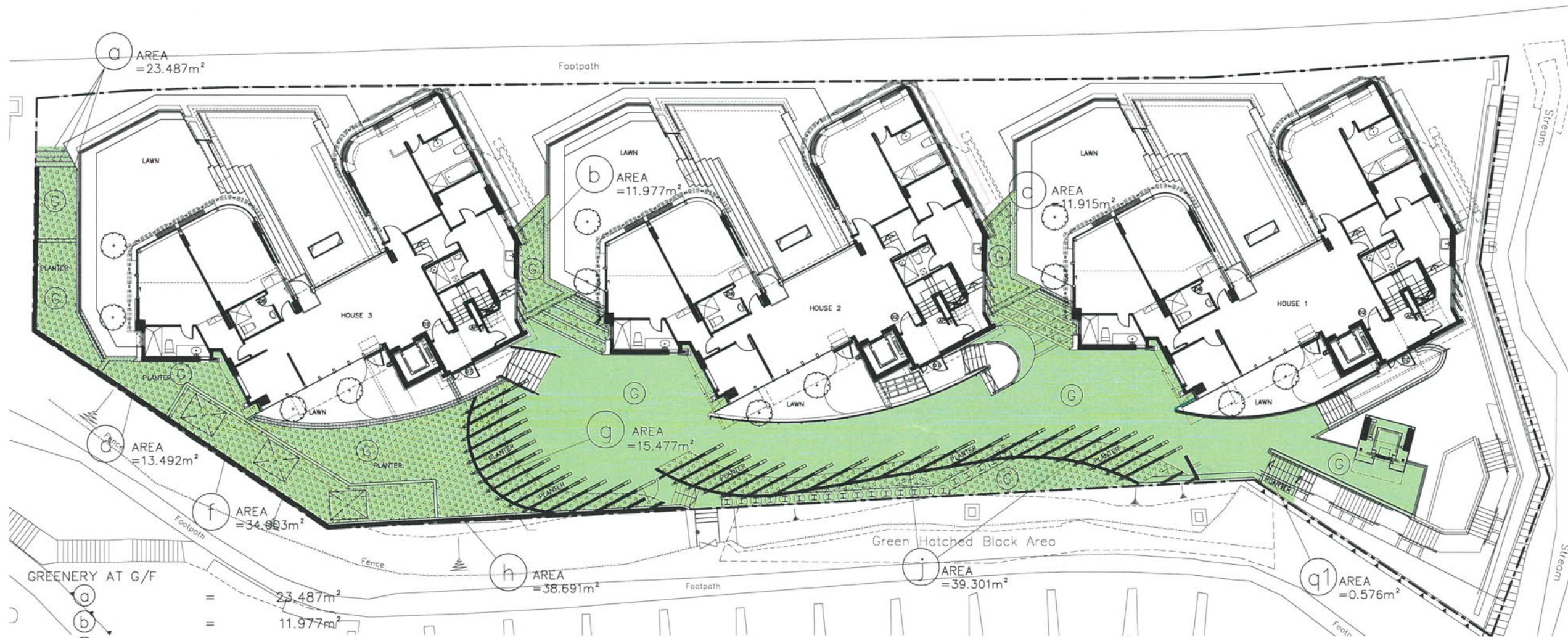
-  ESTATE COMMON AREAS AND FACILITIES
-  GREENERY AREAS

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



**DANIEL LIN HSIEN WEN**  
AUTHORIZED PERSON-ARCHITECT  
DATE: 15 NOV. 2023

B.D.
F.S.D.
次別 日期 圖面修正 NO. DATE REVISIONS



工程名稱 PROJECT  
**PROPOSED RESIDENTIAL DEVELOPMENT AT RBL 757, NO. 138 POKFULAM ROAD, HONG KONG**

圖別 DRAWING TITLE  
**GROUND FLOOR PLAN**

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業務號 JOB NO.

日期 DATE  
15 NOV. 2023

比例 SCALE

圖號 DRAWING NO. DMC-03	REV. 1
--------------------------	-----------

GREENERY AT G/F	AREA
a	= 23.487m <sup>2</sup>
b	= 11.977m <sup>2</sup>
c	= 11.915m <sup>2</sup>
d	= 13.492m <sup>2</sup>
f	= 34.003m <sup>2</sup>
g	= 15.477m <sup>2</sup>
h	= 38.691m <sup>2</sup>
j	= 39.301m <sup>2</sup>
q1	= 0.576m <sup>2</sup>
<b>TOTAL</b>	<b>= 188.919m<sup>2</sup></b>

TOTAL GREENERY AREA (ALL AT PRIMARY ZONE)  
=188.919m<sup>2</sup>+5.040m<sup>2</sup>+77.758m<sup>2</sup>+109.503m<sup>2</sup> =381.220m<sup>2</sup>

  
註冊摘要編號 Memorial No.  
**23112101870021 A3C**

# LEGEND



HOUSE 1



- B.R.1=BEDROOM 1
- B.R.2=BEDROOM 2
- B.R.3=BEDROOM 3
- B.R.4=BEDROOM 4

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

DANIEL LIN HSIEN WEN  
AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023

## A+T DESIGN

A+T DESIGN LIMITED

藝達建築設計有限公司

B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 1  
GROUND FLOOR  
PLAN

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業務號 JOB NO.

日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-04	C



註冊摘要編號 Memorial No.  
23112101870021

A3C

LEGEND



HOUSE 1

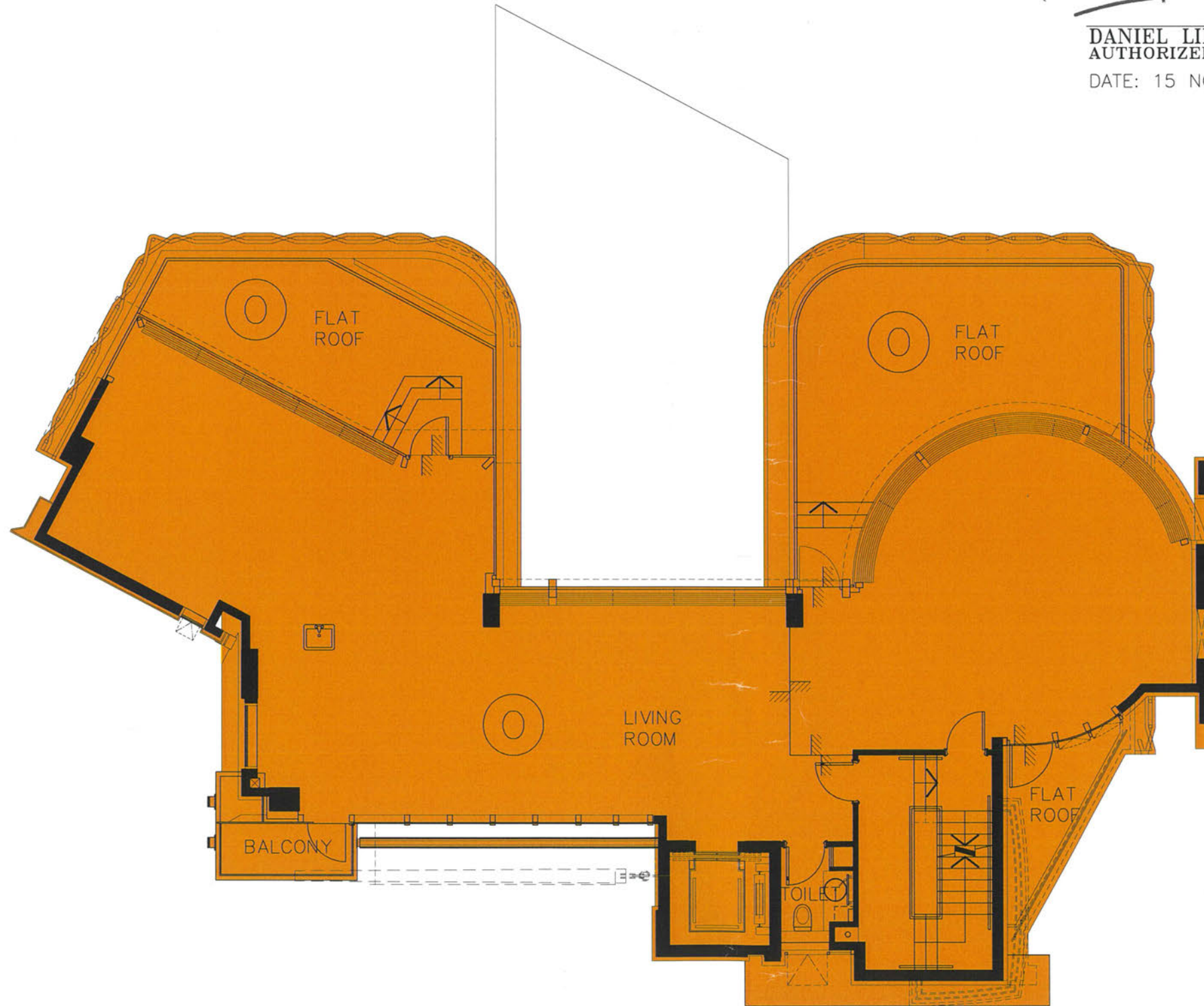
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次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
 RESIDENTIAL  
 DEVELOPMENT AT  
 RBL 757, NO. 138  
 POKFULAM ROAD,  
 HONG KONG

圖別 DRAWING TITLE

HOUSE 1  
 FIRST FLOOR  
 PLAN

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日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-05	C



註冊摘要編號 Memorial No.  
 23112101870021 A3C

LEGEND



HOUSE 1

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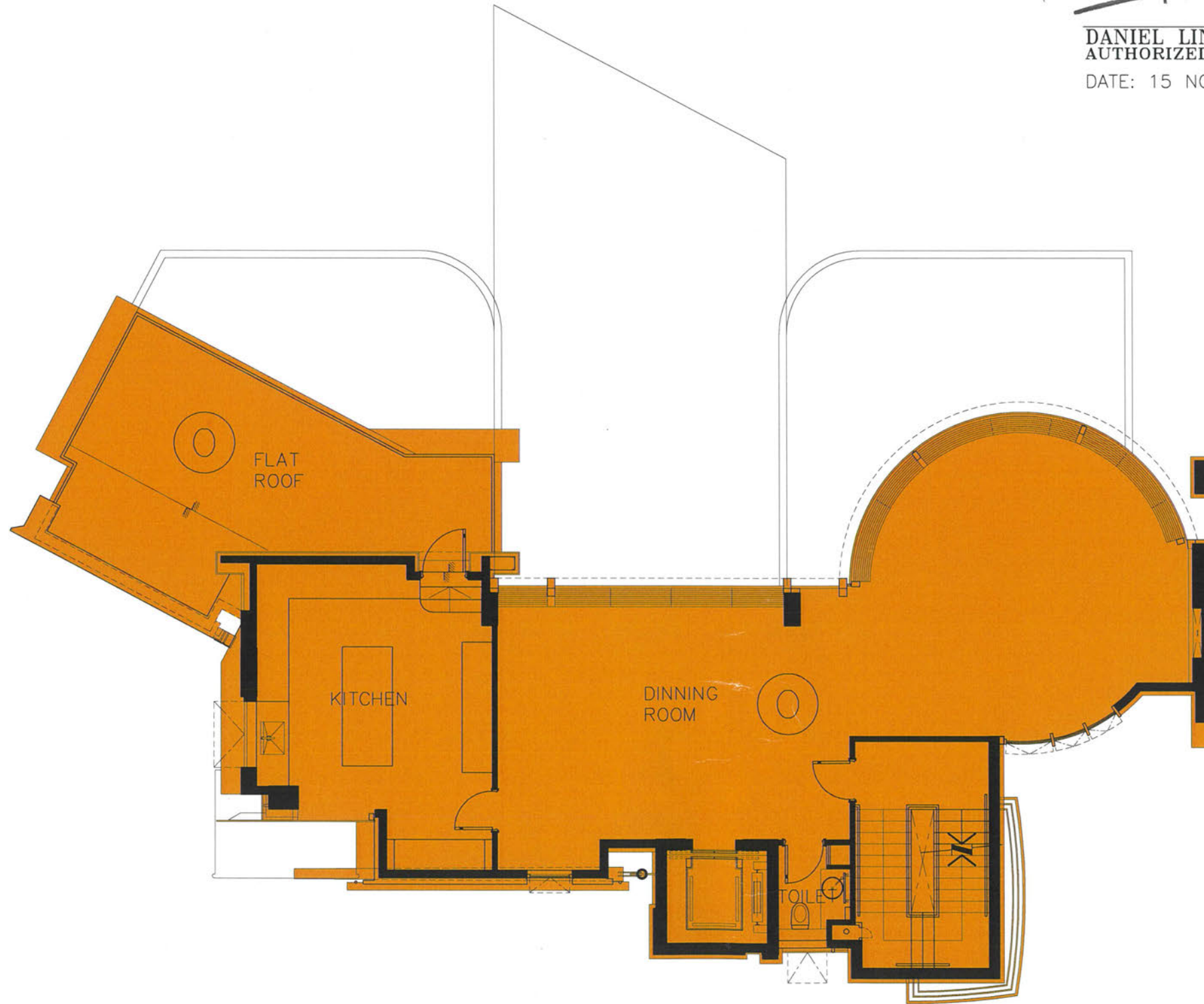
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DANIEL LIN HSIEN WEN  
AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023



B.D.

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次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 1  
SECOND FLOOR  
PLAN

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日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-06	C



註冊摘要編號 Memorial No.  
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LEGEND



HOUSE 1

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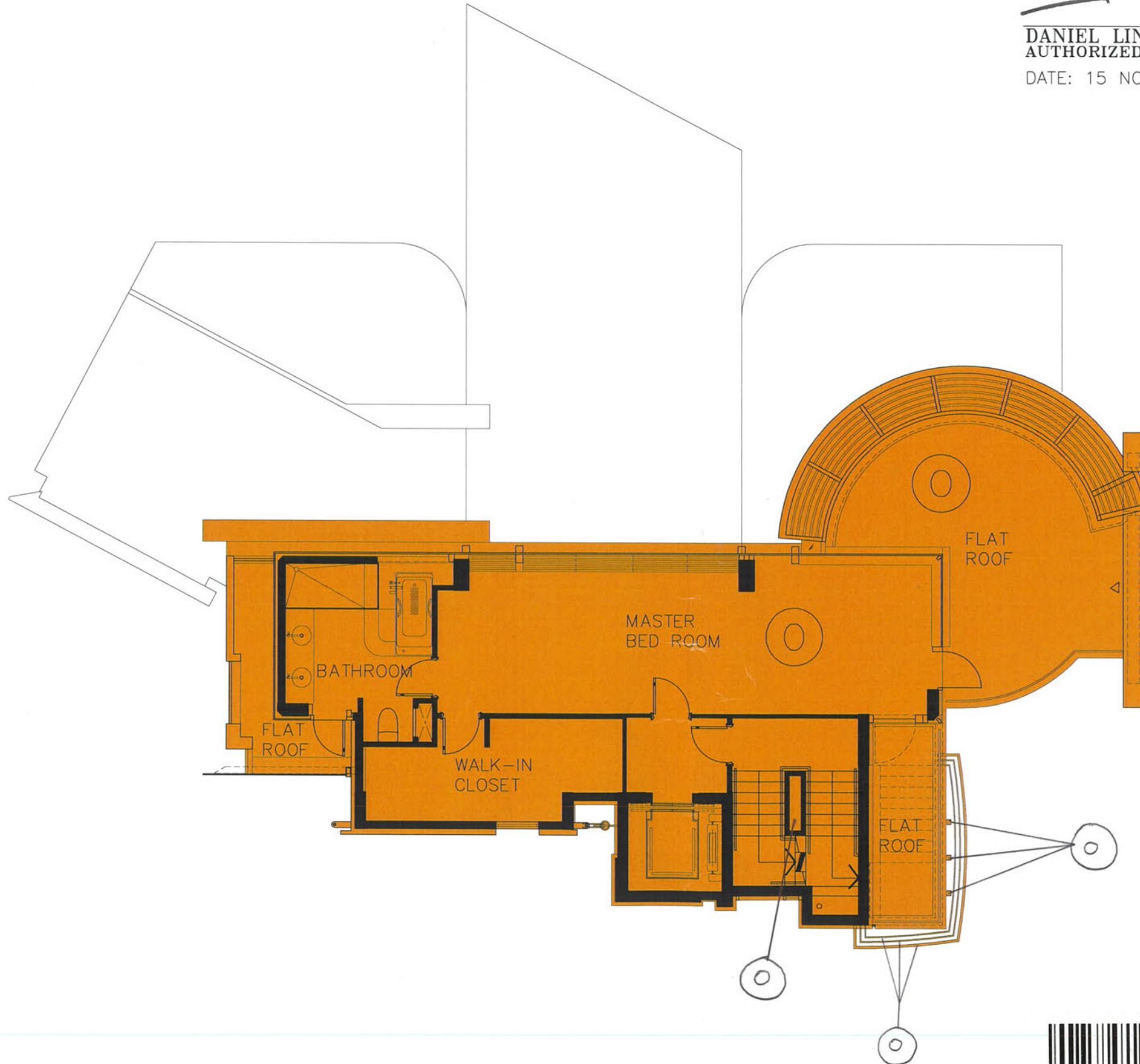
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DANIEL LIN HSIEN WEN  
AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023



B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 1  
THIRD FLOOR  
PLAN

DO NOT SCALE DRAWING. ALL  
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日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-07	C



註冊摘要編號 Memorial No.:  
23112101870021 A3C

LEGEND



HOUSE 1

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AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023

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次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 1  
ROOF FLOOR  
PLAN

DO NOT SCALE DRAWING. ALL  
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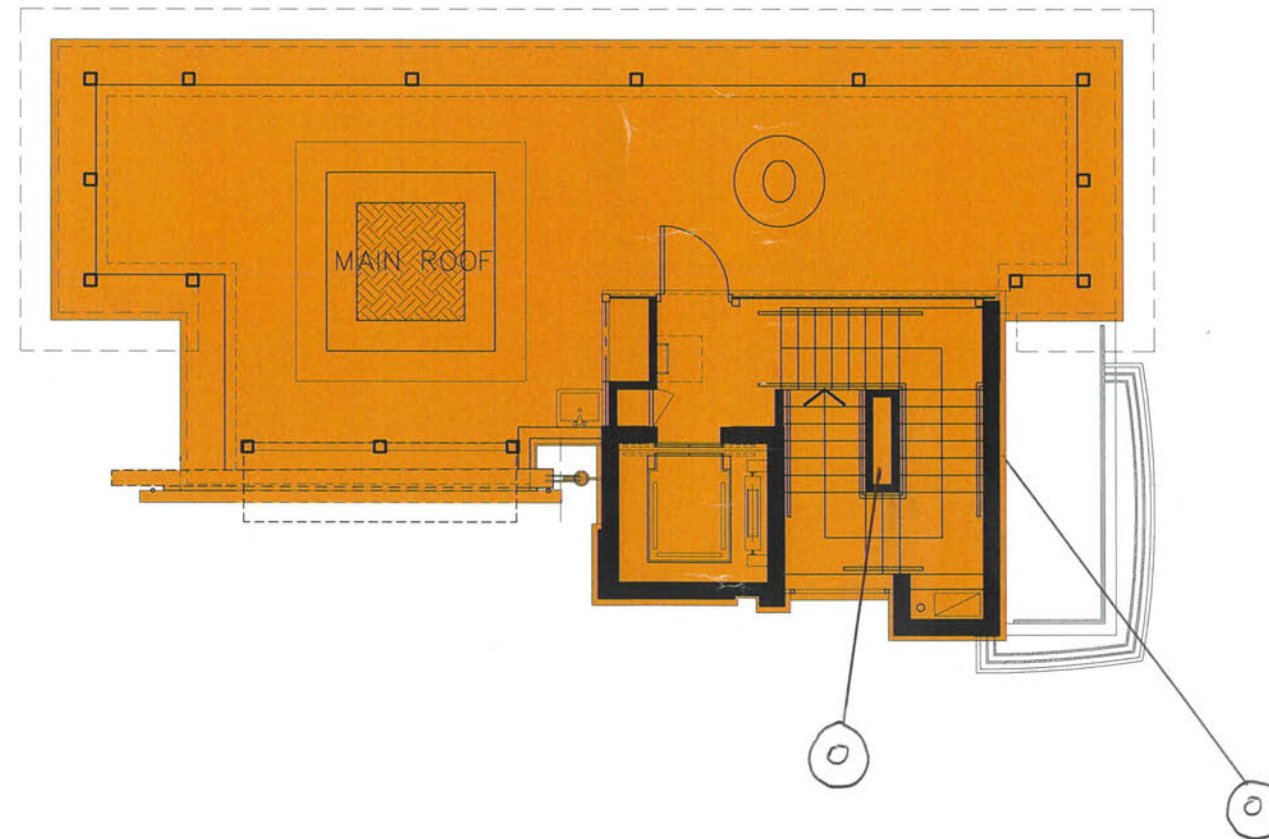
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日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-08	C



註冊摘要編號 Memorial No.  
23112101870021

A3C

LEGEND



HOUSE 1

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藝達建築設計有限公司

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AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023

B.D.

F.S.D.

次別 日期 圖面修正  
NO. DATE REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 1  
UPPER ROOF  
FLOOR PLAN

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繪圖 DRAWN

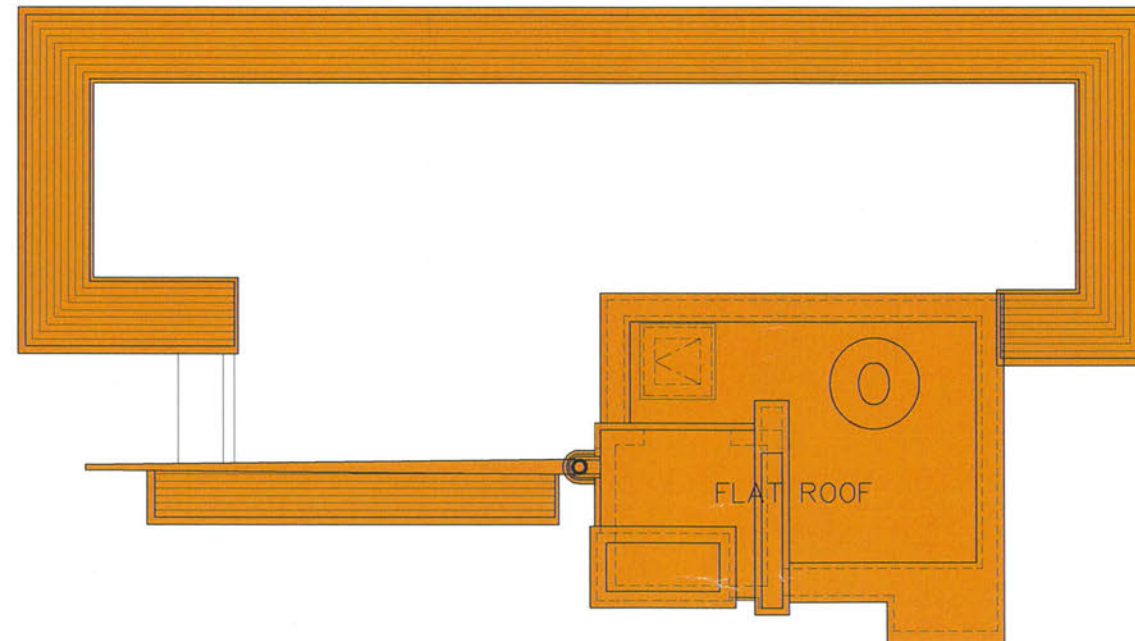
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業務號 JOB NO.

日期 DATE

比例 SCALE

圖號 DRAWING NO. REV.  
DMC-09 C



註冊摘要編號 Memorial No.

23112101870021

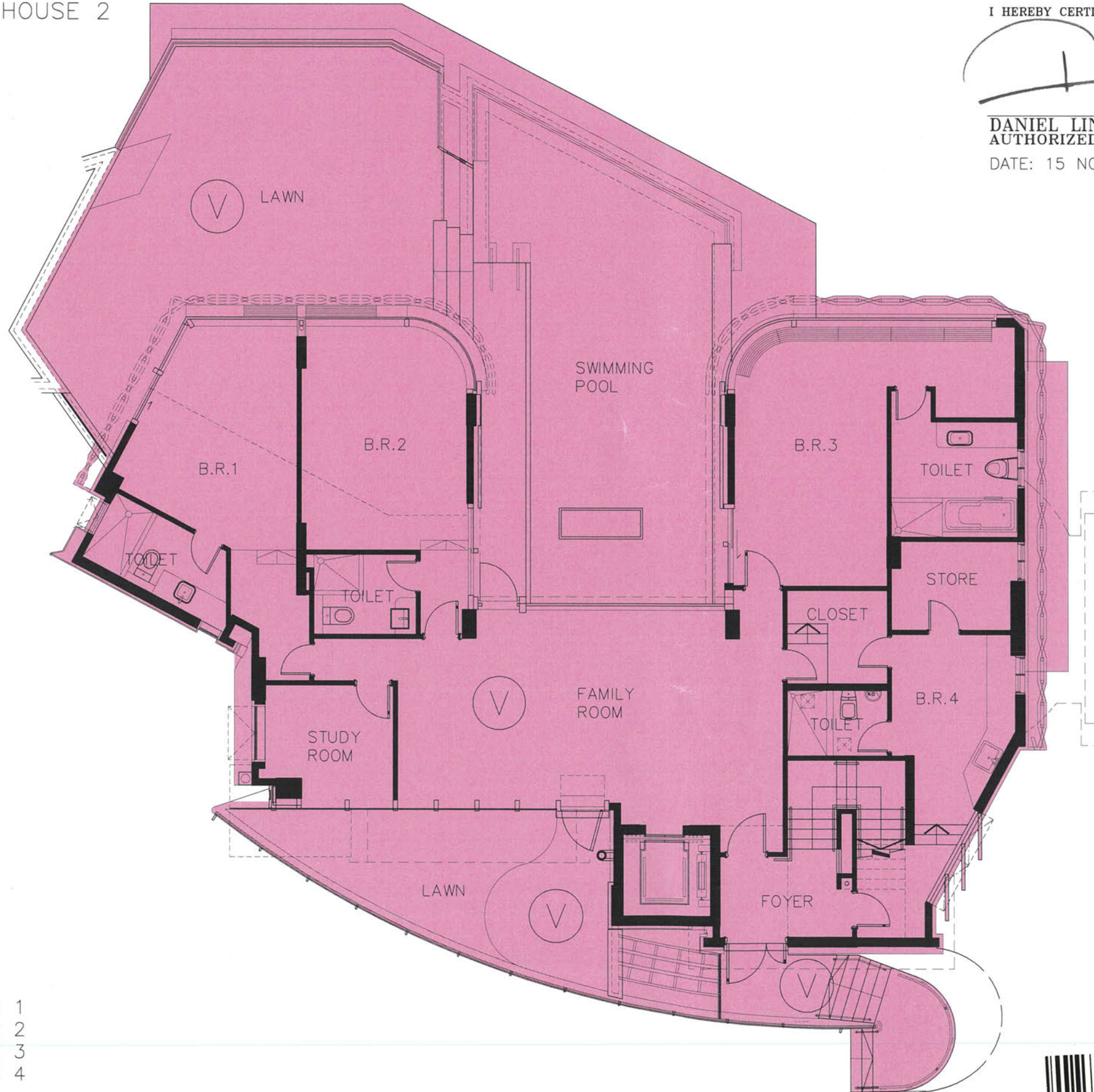
A3C



LEGEND



HOUSE 2



- B.R.1=BEDROOM 1
- B.R.2=BEDROOM 2
- B.R.3=BEDROOM 3
- B.R.4=BEDROOM 4

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

DANIEL LIN HSIEN WEN  
 AUTHORIZED PERSON-ARCHITECT  
 DATE: 15 NOV. 2023

A+T DESIGN

A+T DESIGN LIMITED

藝達建築設計有限公司

B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
 RESIDENTIAL  
 DEVELOPMENT AT  
 RBL 757, NO. 138  
 POKFULAM ROAD,  
 HONG KONG

圖別 DRAWING TITLE

HOUSE 2  
 GROUND FLOOR  
 PLAN

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業務號 JOB NO.

日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-10	C



註冊摘要編號 Memorial No.  
 23112101870021 A3C

LEGEND



HOUSE 2

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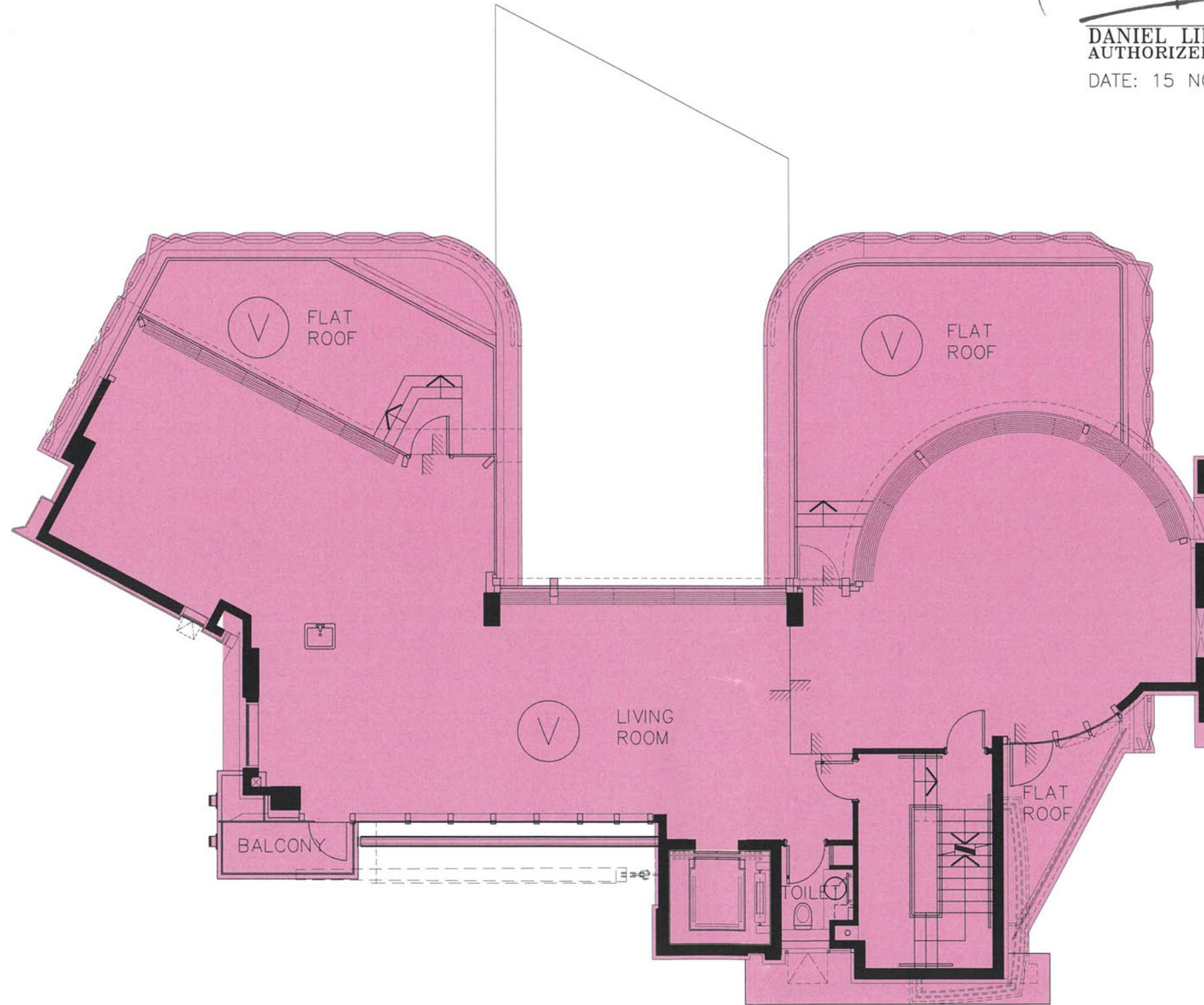
A+T DESIGN LIMITED

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I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

DANIEL LIN HSIEN WEN  
AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023



B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 2  
FIRST FLOOR  
PLAN

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業務號 JOB NO.

日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-11	E



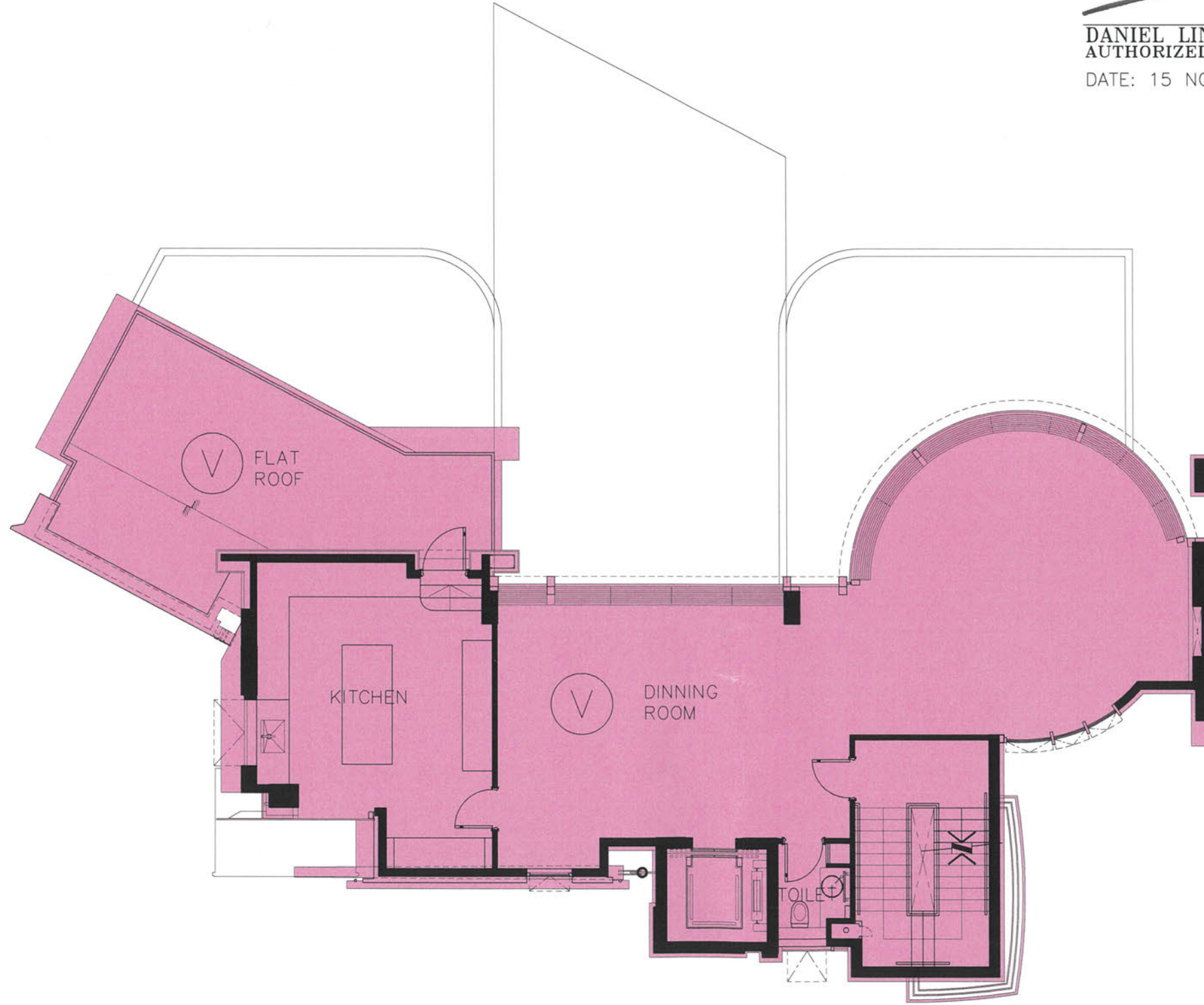
註冊摘要編號 Memorial No.  
23112101870021

A3C

LEGEND



HOUSE 2



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DANIEL LIN HSIEN WEN  
AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023

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A+T DESIGN LIMITED

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B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 2  
SECOND FLOOR  
PLAN

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業務號 JOB NO.

日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-12	C



註冊摘要編號 Memorial No.  
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LEGEND



HOUSE 2

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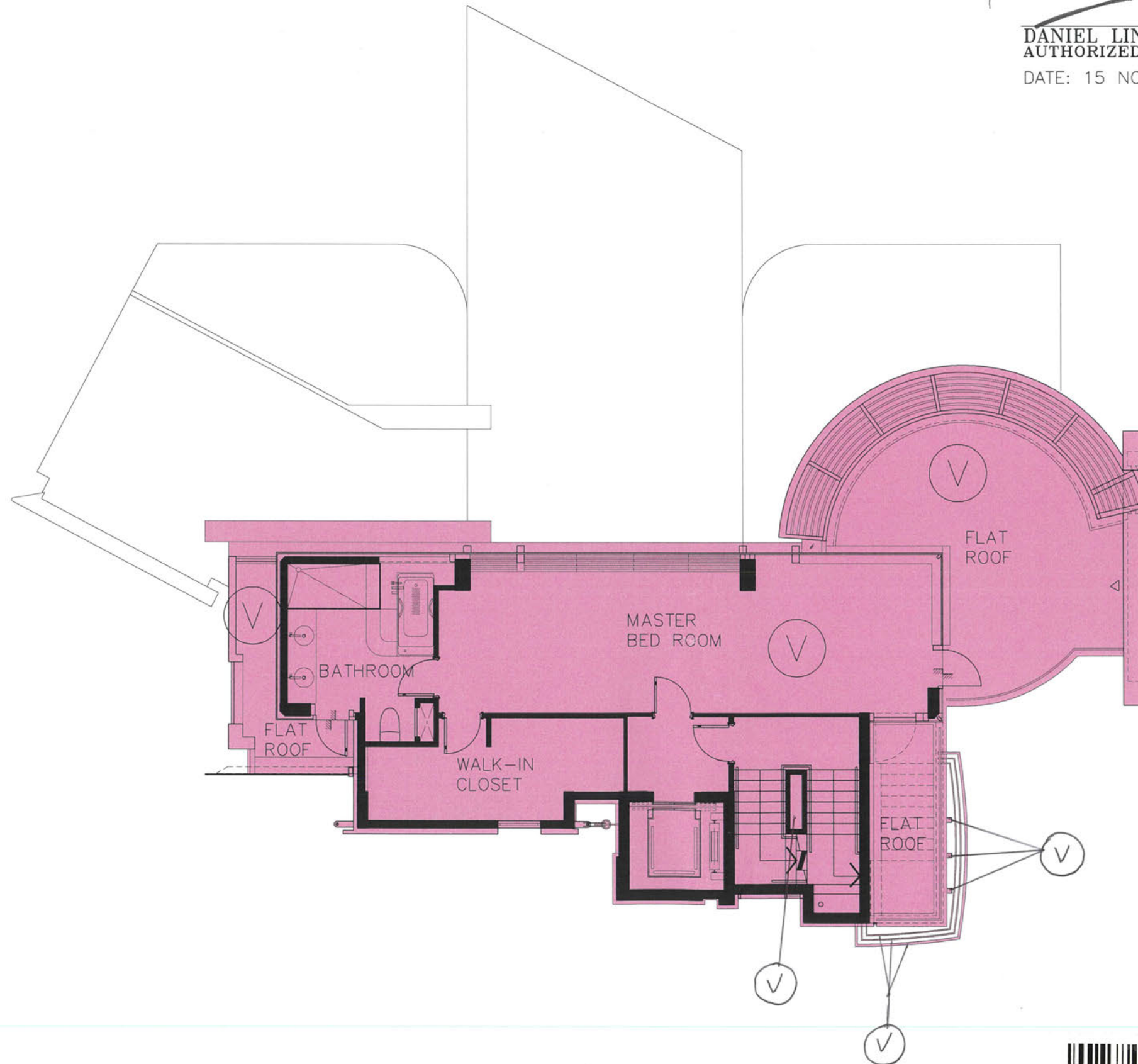
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藝達建築設計有限公司

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

DANIEL LIN HSIEN WEN  
AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023



B.D.

F.S.D.

次別	日期	圖面修正
NO.	DATE	REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 2  
THIRD FLOOR  
PLAN

DO NOT SCALE DRAWING. ALL  
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繪圖 DRAWN

核准 APPROVED

業務號 JOB NO.

日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-13	C



註冊摘要編號 Memorial No.

23112101870021

A3C

LEGEND



HOUSE 2

A+T DESIGN

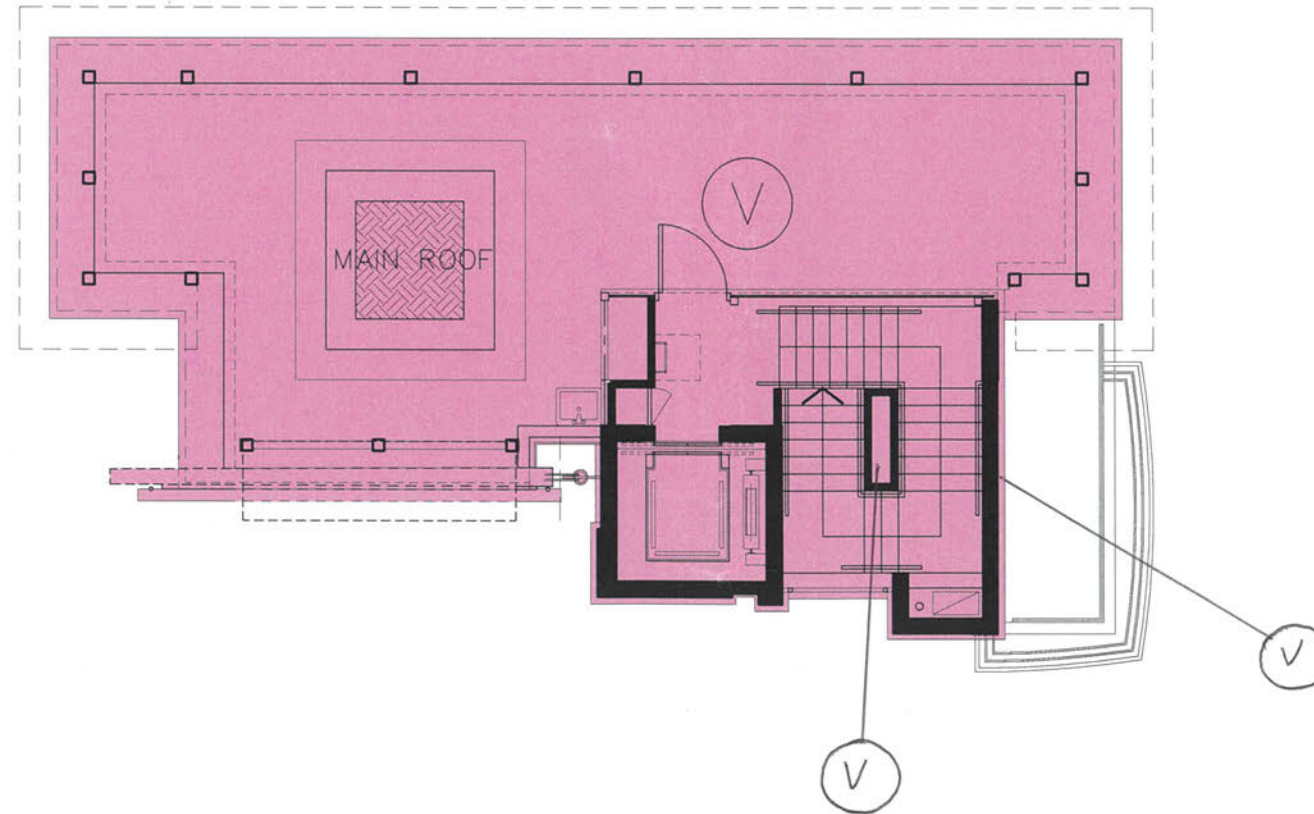
A+T DESIGN LIMITED

藝達建築設計有限公司

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

DANIEL LIN HSIEN WEN  
AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023



B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 2  
ROOF FLOOR  
PLAN

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業務號 JOB NO.

日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-14	C



註冊摘要編號 Memorial No.  
23112101870021 A3C

LEGEND



HOUSE 2

A+T DESIGN

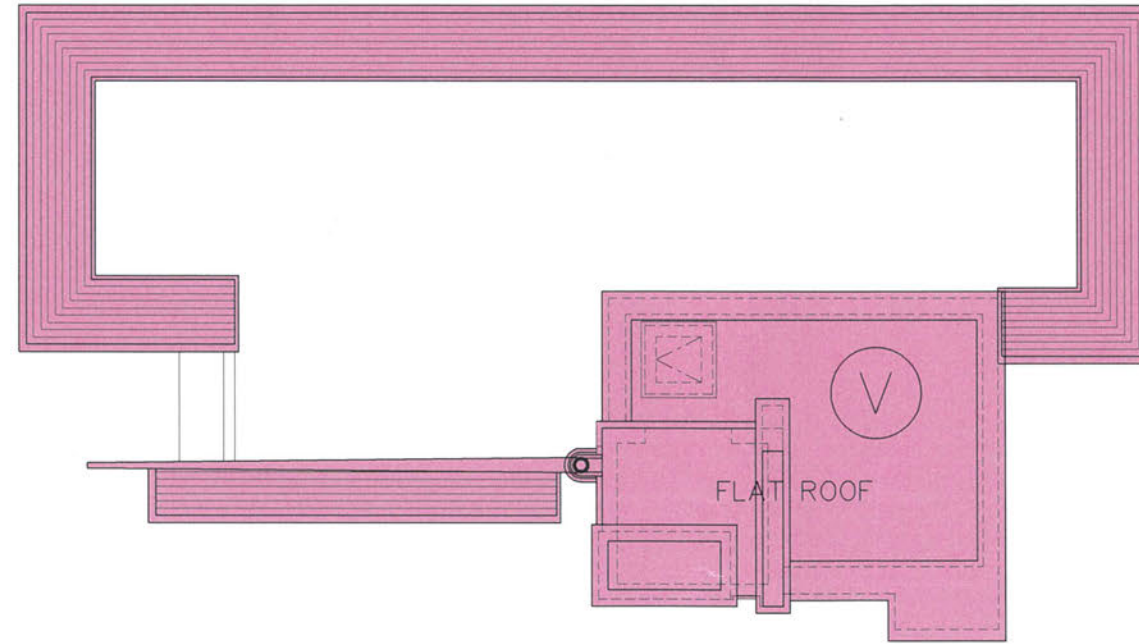
A+T DESIGN LIMITED

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DANIEL LIN HSIEN WEN  
AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023



B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 2  
UPPER ROOF  
FLOOR PLAN

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繪圖 DRAWN

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業務號 JOB NO.

日期 DATE

比例 SCALE

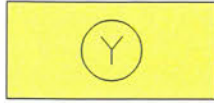
圖號 DRAWING NO.	REV.
DMC-15	C



註冊摘要編號 Memorial No.  
23112101870021

A3C

LEGEND



HOUSE 3

A+T DESIGN

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DATE: 15 NOV. 2023



- B.R.1=BEDROOM 1
- B.R.2=BEDROOM 2
- B.R.3=BEDROOM 3
- B.R.4=BEDROOM 4

B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 3  
GROUND FLOOR  
PLAN

DO NOT SCALE DRAWING. ALL  
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繪圖 DRAWN

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業務號 JOB NO.

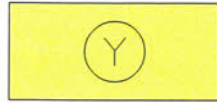
日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-16	C



LEGEND



HOUSE 3

A+T DESIGN

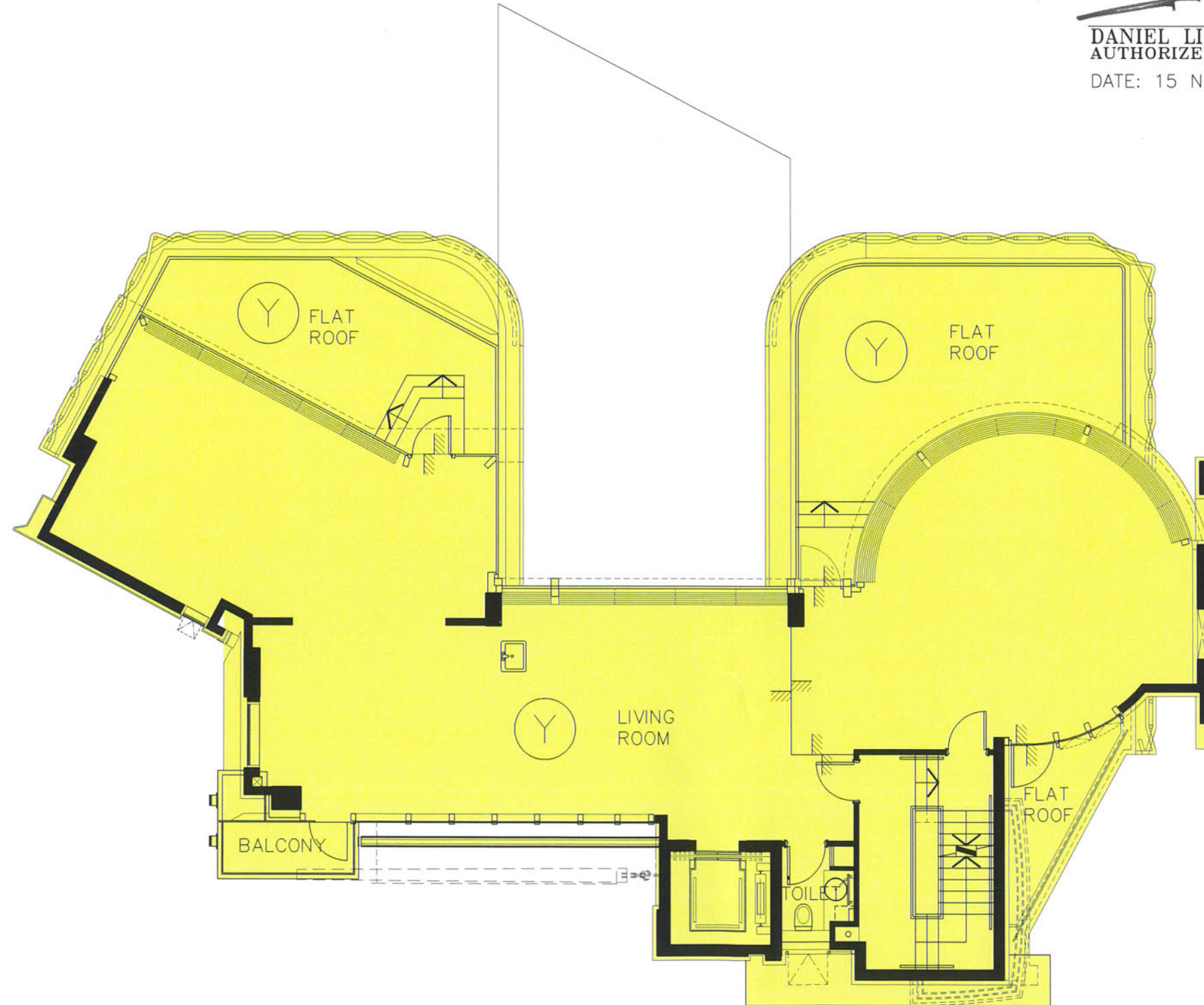
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DATE: 15 NOV. 2023



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F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 3  
FIRST FLOOR  
PLAN

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核准 APPROVED

業務號 JOB NO.

日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-17	E



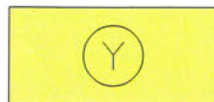
註冊摘要編號 Memorial No.

23112101870021

A3C



LEGEND



HOUSE 3

A+T DESIGN

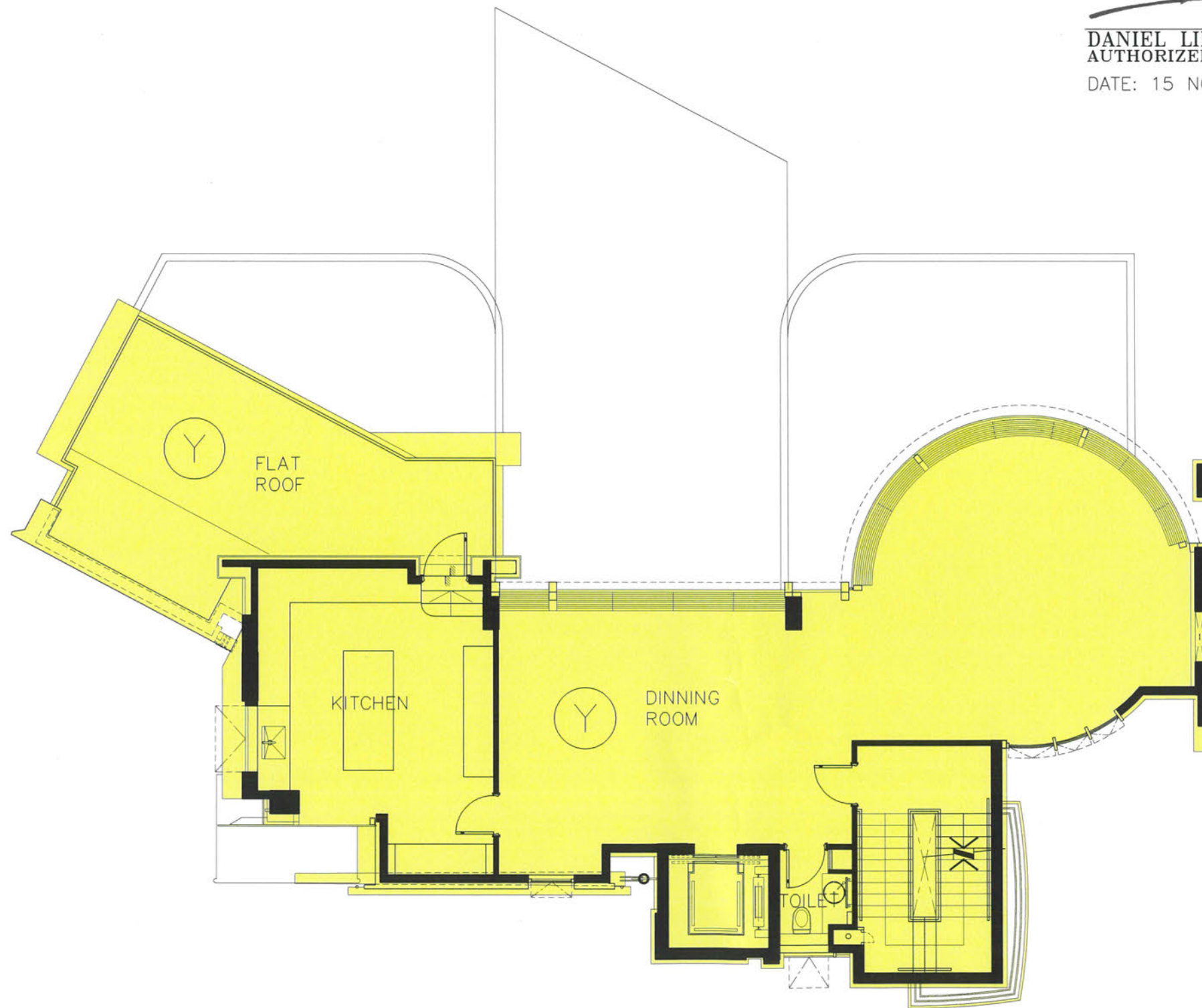
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AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023



B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 3  
SECOND FLOOR  
PLAN

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繪圖 DRAWN

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業務號 JOB NO.

日期 DATE

比例 SCALE

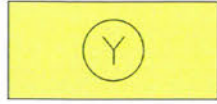
圖號 DRAWING NO.	REV.
DMC-18	C



註冊編號 Memorial No.:  
23112101870021

A3C

LEGEND



HOUSE 3

A+T DESIGN

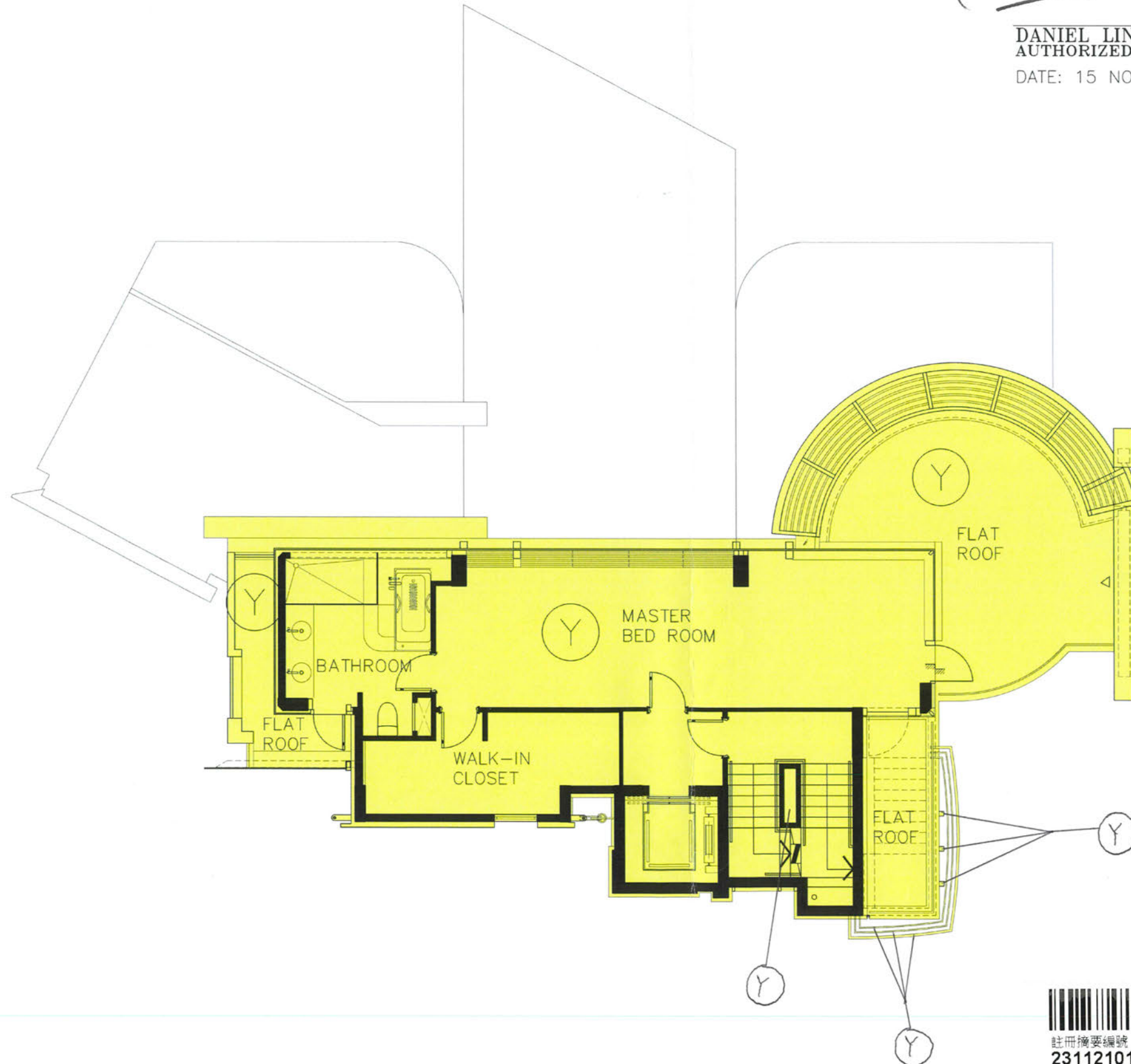
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AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023



B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 3  
THIRD FLOOR  
PLAN

DO NOT SCALE DRAWING. ALL  
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繪圖 DRAWN

核准 APPROVED

業務號 JOB NO.

日期 DATE

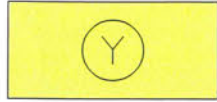
比例 SCALE

圖號 DRAWING NO.	REV.
DMC-19	D



註冊摘要編號 Memorial No.:  
23112101870021 A3C

LEGEND



HOUSE 3

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AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023

B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 3  
ROOF FLOOR  
PLAN

DO NOT SCALE DRAWING. ALL  
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繪圖 DRAWN

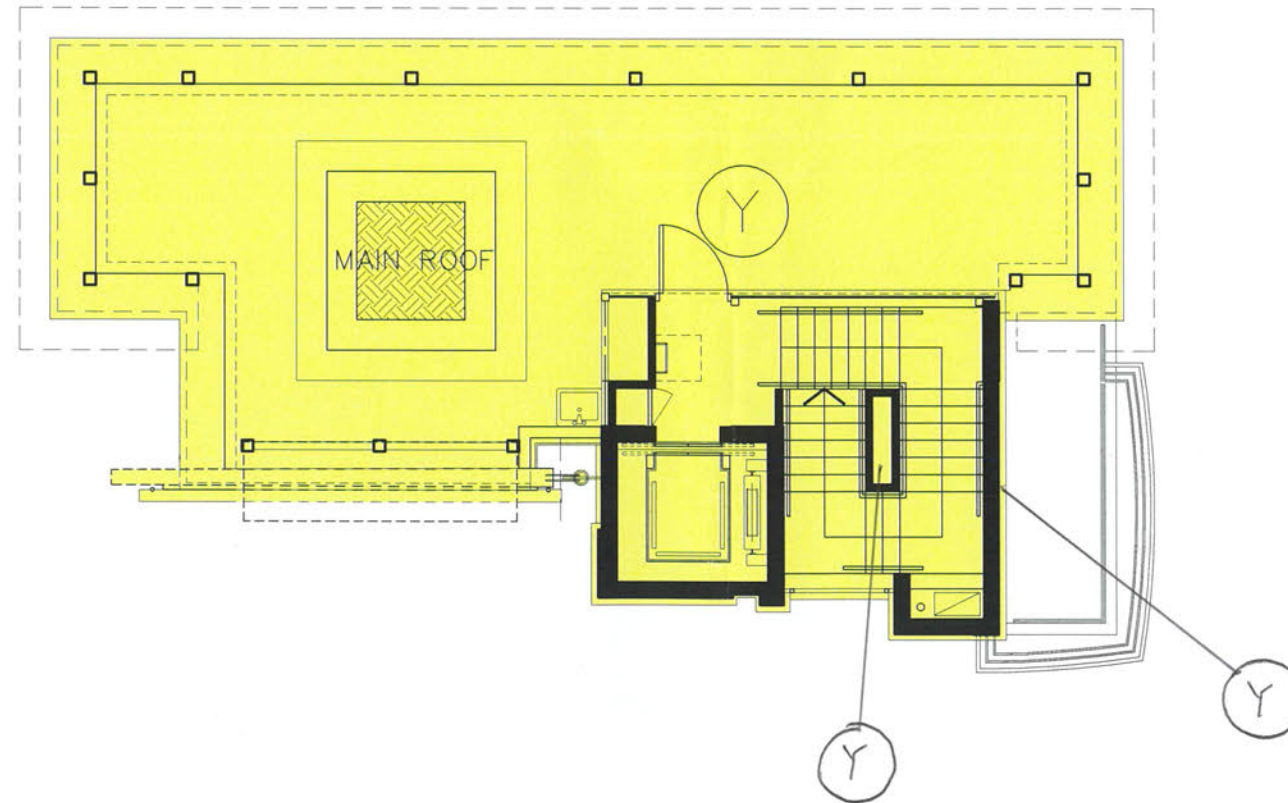
核准 APPROVED

業務號 JOB NO.

日期 DATE

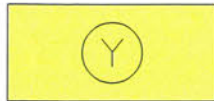
比例 SCALE

圖號 DRAWING NO.	REV.
DMC-20	D



註冊摘要編號 Memorial No.:  
23112101870021 A3C

LEGEND



HOUSE 3

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AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023

B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

HOUSE 3  
UPPER ROOF  
FLOOR PLAN

DO NOT SCALE DRAWING. ALL  
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繪圖 DRAWN

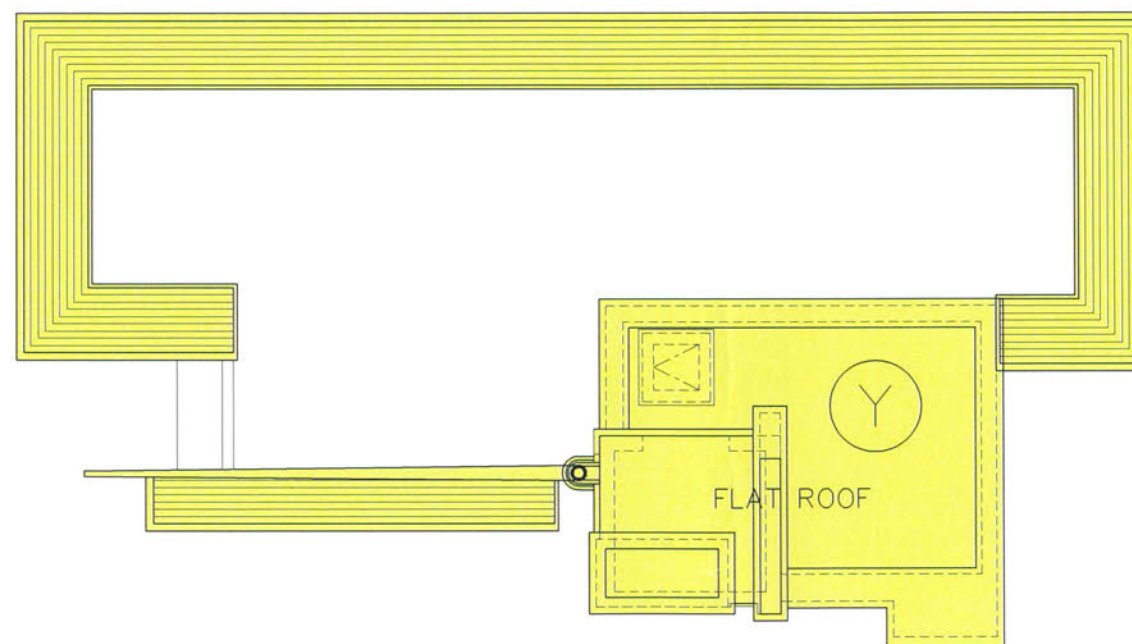
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業務號 JOB NO.

日期 DATE

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-21	D



註冊摘要編號 Memorial No.:  
23112101870021 A3C

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DANIEL LIN HSIEN WEN  
AUTHORIZED PERSON-ARCHITECT

DATE: 07 NOV. 2023

B.D.

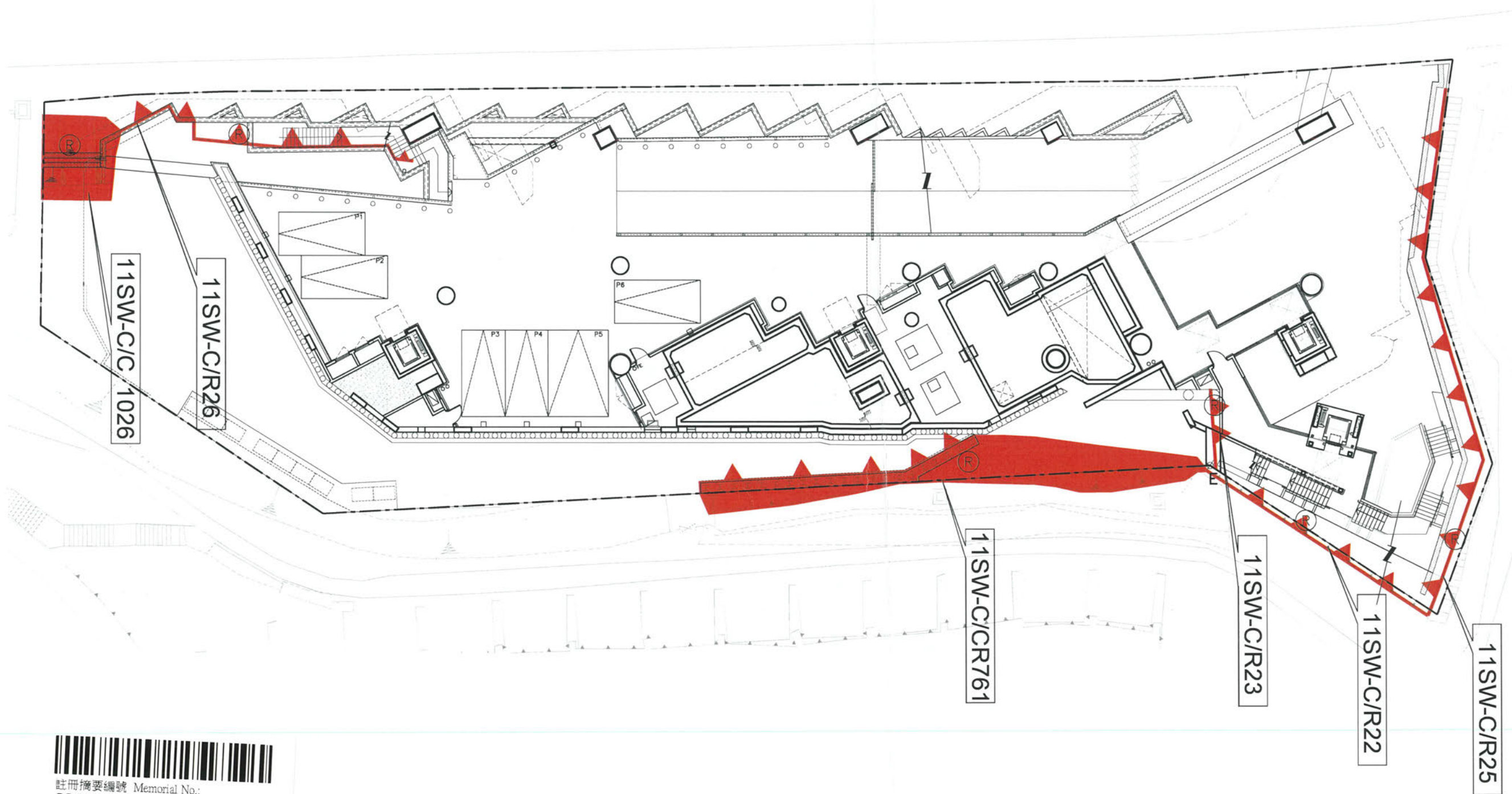
F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS

LEGEND:



SLOPE AND RETAINING WALLS



工程名稱 PROJECT

PROPOSED  
RESIDENTIAL  
DEVELOPMENT AT  
RBL 757, NO. 138  
POKFULAM ROAD,  
HONG KONG

圖別 DRAWING TITLE

RETAINING  
FEATURES PLAN

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繪圖 DRAWN

核准 APPROVED

業務號 JOB NO.

日期 DATE  
07 NOV. 2023

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-22	E



註冊編號 Memorial No.:  
23112101870021

A3C

**LEGEND**

- (R) ——— (F) **FIXED GLAZING**  
(ALSO MAINTENANCE WINDOW, NORMALLY CLOSED AND ONLY OPENED FOR MAINTENANCE AND CLEANING PURPOSE)
- (O) ——— (S) **1.1M HIGH SOLID PARAPET WALL**
- (R) [ ] (A) **ACOUSTIC WINDOW (TOP-HUNG TYPE)**

**A+T DESIGN**

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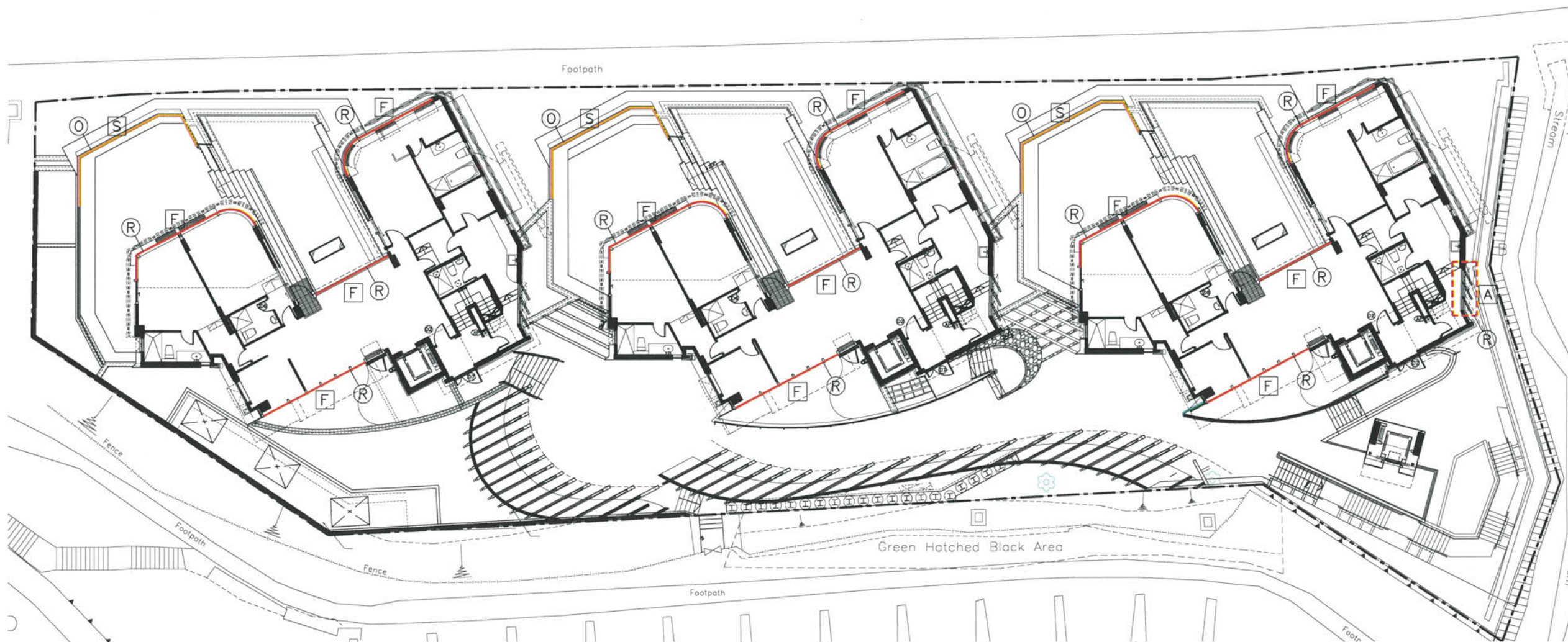
**DANIEL LIN HSIEN WEN**  
AUTHORIZED PERSON-ARCHITECT

DATE: 15 NOV. 2023

B.D.

F.S.D.

次別 NO.	日期 DATE	圖面修正 REVISIONS



工程名稱 PROJECT

PROPOSED RESIDENTIAL DEVELOPMENT AT RBL 757, NO. 138 POKFULAM ROAD, HONG KONG

圖別 DRAWING TITLE

GROUND FLOOR NOISE MITIGATION PLAN

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業務號 JOB NO.

日期 DATE  
15 NOV. 2023

比例 SCALE

圖號 DRAWING NO.	REV.
DMC-NIA-01	E



註冊摘要編號 Memorial No.:  
23112101870021

A3C

**LEGEND**

Ⓡ ———— **F** **FIXED GLAZING**  
 (ALSO MAINTENANCE WINDOW, NORMALLY CLOSED AND ONLY OPENED FOR MAINTENANCE AND CLEANING PURPOSE)

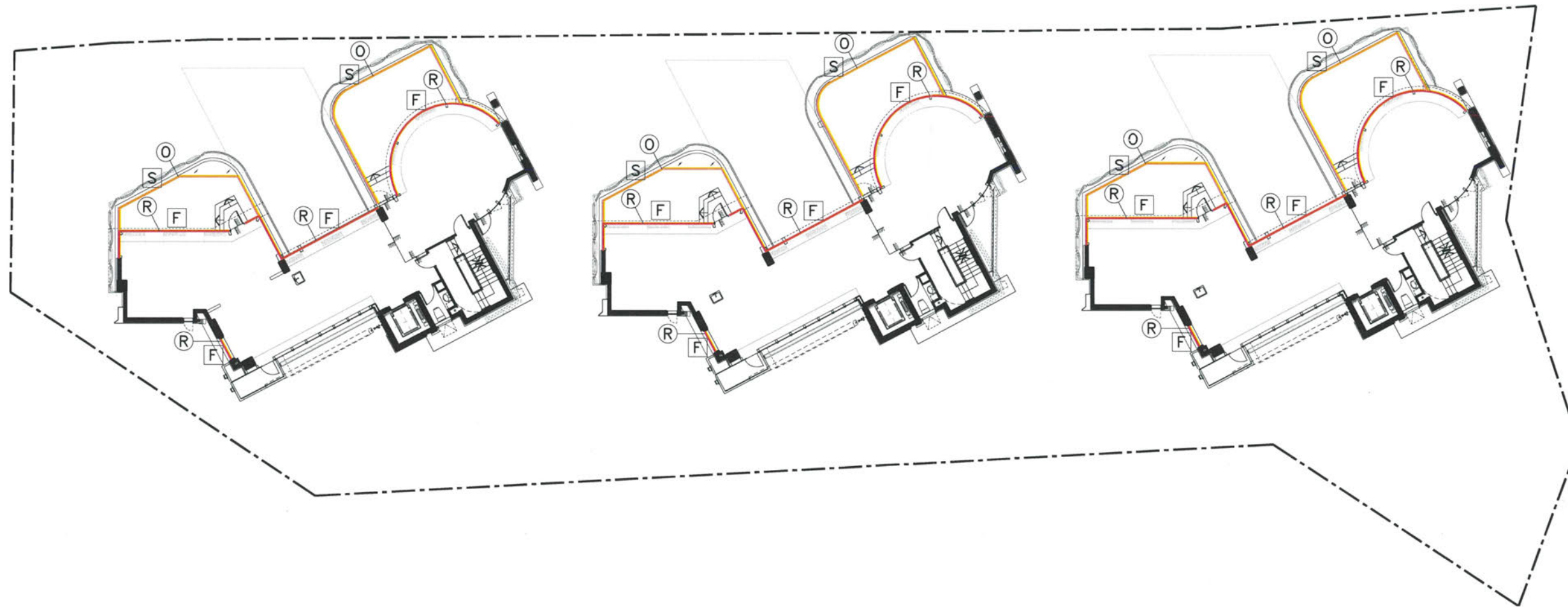
⓪ ———— **S** **1.1M HIGH SOLID PARAPET WALL**

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**DANIEL LIN HSIEN WEN**  
 AUTHORIZED PERSON-ARCHITECT  
 DATE: 15 NOV. 2023

B.D.		
F.S.D.		
次別 NO.	日期 DATE	圖面修正 REVISIONS



工程名稱 PROJECT  
 PROPOSED RESIDENTIAL DEVELOPMENT AT RBL 757, NO. 138 POKFULAM ROAD, HONG KONG

圖別 DRAWING TITLE  
 FIRST FLOOR NOISE MITIGATION PLAN

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繪圖 DRAWN
核准 APPROVED
業務號 JOB NO.
日期 DATE 15 NOV. 2023
比例 SCALE

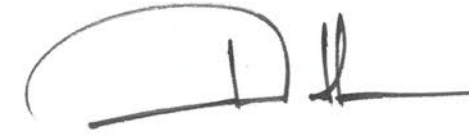
圖號 DRAWING NO. DMC-NIA-02	REV. F
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註冊摘要編號 Memorial No.:  
 23112101870021 A3C

**LEGEND**

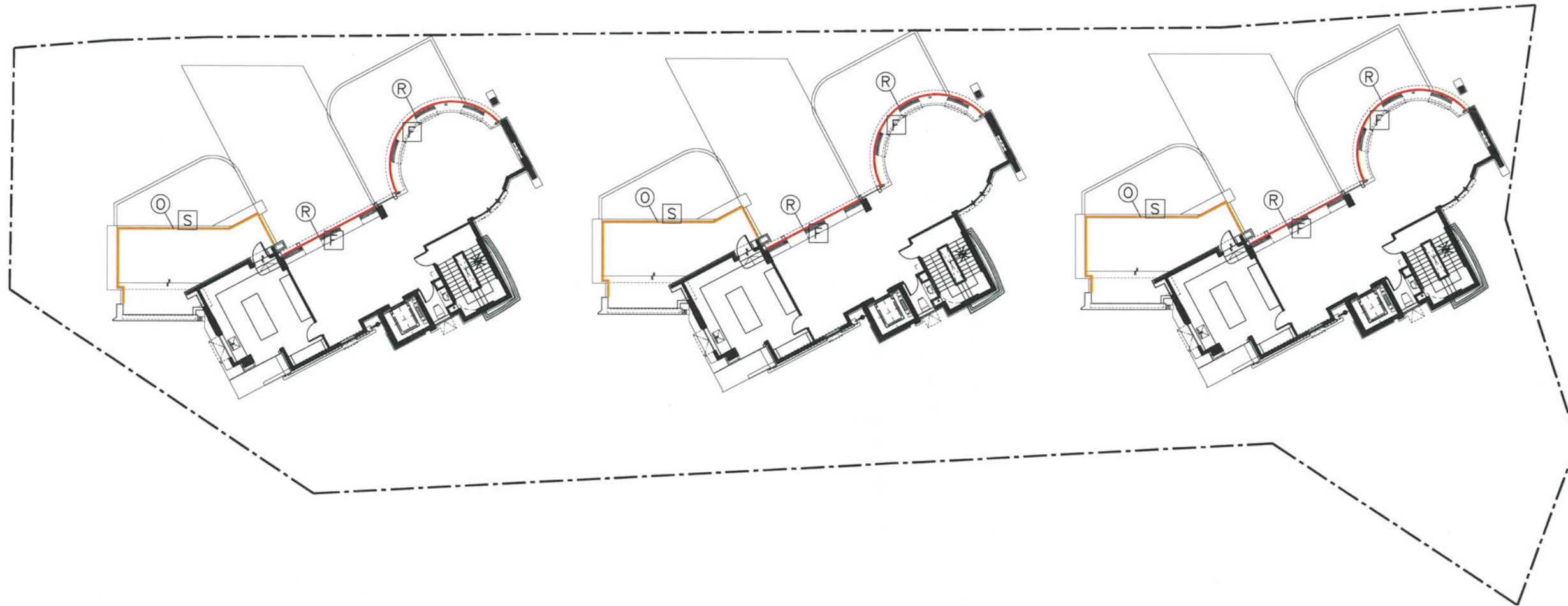
- R —  F **FIXED GLAZING**  
(ALSO MAINTENANCE WINDOW, NORMALLY CLOSED AND ONLY OPENED FOR MAINTENANCE AND CLEANING PURPOSE)
- O —  S **1.1M HIGH SOLID PARAPET WALL**

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**DANIEL LIN HSIEN WEN**  
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 DATE: 15 NOV. 2023

B.D.		
F.S.D.		
次別 NO.	日期 DATE	圖面修正 REVISIONS



工程名稱 PROJECT  
 PROPOSED RESIDENTIAL DEVELOPMENT AT RBL 757, NO. 138 POKFULAM ROAD, HONG KONG

圖別 DRAWING TITLE  
 SECOND FLOOR NOISE MITIGATION PLAN

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繪圖 DRAWN

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業務號 JOB NO.

日期 DATE  
 15 NOV. 2023

比例 SCALE

圖號 DRAWING NO. DMC-NIA-03	REV. E
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註冊摘要編號 Memorial No.  
 23112101870021 A3C



**LEGEND**

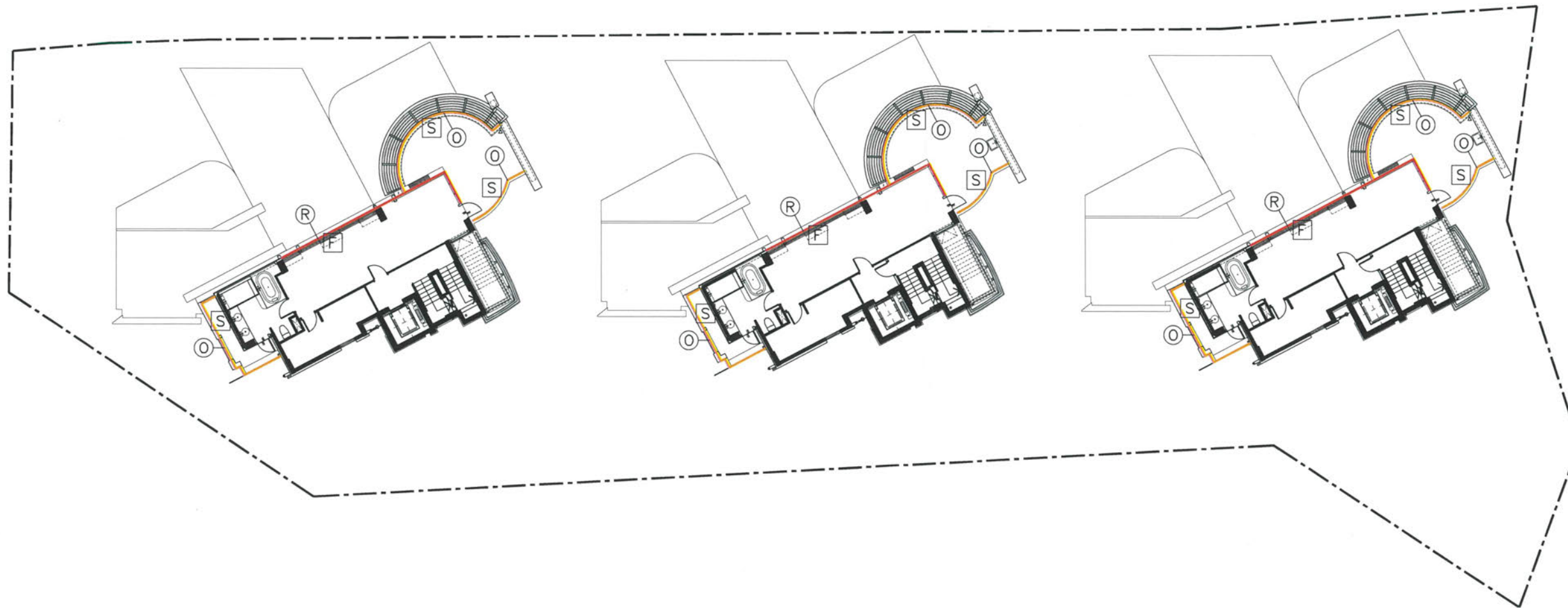
- R —  F **FIXED GLAZING**  
(ALSO MAINTENANCE WINDOW, NORMALLY CLOSED AND ONLY OPENED FOR MAINTENANCE AND CLEANING PURPOSE)
- O —  S **1.1M HIGH SOLID PARAPET WALL**

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**DANIEL LIN HSIEN WEN**  
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 DATE: 15 NOV. 2023

B.D.		
F.S.D.		
次別 NO.	日期 DATE	圖面修正 REVISIONS



工程名稱 PROJECT  
 PROPOSED RESIDENTIAL DEVELOPMENT AT RBL 757, NO. 138 POKFULAM ROAD, HONG KONG

圖別 DRAWING TITLE  
 THIRD FLOOR NOISE MITIGATION PLAN

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比例 SCALE

圖號 DRAWING NO.	REV.
DMC-NIA-04	D

