

Dated the 14th day of August 2015

GLORY MILLION INVESTMENT LIMITED  
(光萬投資有限公司)

And

CHAN CALEB YUET MING (陳悅明)

And

DTZ DEBENHAM TIE LEUNG PROPERTY  
MANAGEMENT LIMITED  
(戴德梁行物業管理有限公司)



註冊摘要編號 Memorial No.:  
16080301930019

本文書於2016年8月3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 03 August 2016.

DEED OF MUTUAL COVENANT AND  
MANAGEMENT AGREEMENT

Of

THE REMAINING PORTION OF  
SUBSECTION 1 OF SECTION G OF KOWLOON  
INLAND LOT NO.2097 and SECTION A OF  
SUBSECTION 1 OF SECTION G OF KOWLOON  
INLAND LOT NO.2097

  
土地註冊處處長  
Land Registrar

REGISTERED at the Land Registry by

Memorial No.



註冊摘要編號 Memorial No.:  
15090902190104

On

本文書於2015年9月9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 09 September 2015.

  
署理土地註冊處處長  
Acting Land Registrar



註冊摘要編號 M/N: 15090902190104 DOC

LO & LO,  
Solicitors &c.,  
Room 701, 7<sup>th</sup> Floor, World-wide House,  
Central, Hong Kong SAR

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註冊摘要編號 M/N: 16080301930019 DOC

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THIS DEED is dated the 14th day of August 2015 and is made

**BETWEEN**

- (1) GLORY MILLION INVESTMENT LIMITED (光萬投資有限公司) (Company No.436944 and Business Registration No.18127064) whose registered office is situate at Room 1221, 12th Floor, One Grand Tower, 639 Nathan Road, Mongkok, Kowloon, Hong Kong (hereinafter called "the First Owner" which expression shall where the context so admits include their respective successors and assigns) of the first part;
- (2) CHAN CALEB YUET MING (陳悅明) (Holder of Hong Kong Identity Card No.P559764(5)) of 18/F., Centrale 88, 88 Des Voeux Road, Central, Hong Kong -----  
  
(hereinafter called "the First Assignee" which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and
- (3) DTZ DEBENHAM TIE LEUNG PROPERTY MANAGEMENT LIMITED (戴德梁行物業管理有限公司) (Company No.526544) whose registered office is situate at Suite 1501-4, 15th Floor, 1063 King's Road Quarry Bay, Hong Kong (hereinafter called "the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

**WHEREAS :-**

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

**"Authorized Person"**

means Mr. Chung Chun-Kau, Gary of Ie, Siu & Chung Architects Limited, which expression shall include any other authorized person or persons for the time being appointed by the First Owner in the place of the said Mr. Chung Chun-Kau, Gary;

**"Building"**

means the whole of the Building erected on the Lot known as EUGENE TERRACE (耀爵臺) in accordance with the Conditions and the Building Plans;

**"Building Common Areas and Facilities"**

means and includes the passages, entrances, walkways, stairways, landings, platforms, open spaces and decks, slopes and retaining walls (if any), boundary fence walls, external walls, parapet walls, lobbies, spaces for the loading and unloading by refuse collection vehicles, service areas, driveways,

roadways and pavements, ramps, A/C and AHU plant room (other than any E & M room, A/C and AHU plant room specifically designated for the use and benefit of the Club House), drencher pump room, spaces for the loading and unloading by motor vehicles, waiting space, plant room, caretaker's counter, office for Owners' Committee, roof plant room, upper roof, FS booster pump room, lift machine room, emergency generator room, fire service tank, filtration plant room, main switch room, switch room, management office, lift lobby, refuse room, transformer room, cable room, pump rooms, sewage room, fire services control room, guard room, caretaker's office, caretaker's quarter, caretaker's counter, meter rooms, store rooms, telecommunication broadcasting equipment room, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, landscaped areas, water features, planters and such of the drains, channels, water mains, sewers, fresh and salt water storage tanks, fresh and salt water intakes and mains, storm water storage tank and drainage connection, communal television and radio aerial systems, cable television system (if any), wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Building, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Building intended for common use and benefit of the Building but EXCLUDING the Residential Common Areas and Facilities, the Car Park Common Areas and Facilities and such areas within the Building the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Building serving only any particular Owner. Such Building Common Areas and Facilities (unless incapable of being shown on plans) are shown coloured Yellow on the plans certified by the Authorized Person and annexed hereto;

**"Building Plans"**

means the general building plans and specifications in respect of the Building or in respect of any part or parts of the Building prepared by the Authorized Person and approved by the Building Authority and includes any approved amendments thereto;

**"Car Park Common Areas and Facilities"**

means all those Car Parking Areas (other than those specifically designated as Car Parking Spaces or Motor Cycle Parking Spaces shown and delineated on the car park layout plan approved by the Building Authority) including run in & out, car lift, car lift machine room, the car park exhaust air chamber, drop off lifts, lift lobbies, staircases, driveways, general store room, control gates, such spaces (if any) the use of which will be set aside and all the water pipes, drains and wires and cables and lighting in respect of the Car Parking Areas, fire fighting installation and equipment, and any other facilities installed for the use and benefit of the Car Parking Space and/or the Motor Cycle Parking Space and includes such other areas, apparatus, devices, systems and facilities of and in the

Building within the Car Parking Areas as are designated by the First Owner as Car Park Common Areas and Facilities but EXCLUDING the Building Common Areas and Facilities, the Residential Common Areas and Facilities and such areas within the Building the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Building serving only any particular Owner. Such Car Park Common Areas and Facilities (unless incapable of being shown on plans) are shown coloured Grey on the plan(s) certified by the Authorized Person and annexed hereto;

**"Car Parking Areas"**

means such spaces, car ports, ramps, driveways or areas provided within the Lot in accordance with the Building Plans the use of which is or will be set aside or reserved for the parking of private cars, motor vehicles and motorcycles belonging to the residents or occupiers of the Building and their bona fide visitors or invitees as shown on the carpark layout plan approved by the Building Authority including any approved amendments thereto;

**"Car Parking Space"**

means a space or car park in the Car Parking Areas intended for the parking of motor vehicles belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees and to which Undivided Share(s) have been or will be allocated;

**"Certificate of Compliance"**

means the certificate or letter from the Director of Lands certifying that the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the whole of the Lot;

**"Club House"**

means the premises comprising, inter alia, the swimming pools (including the spa facilities (if any), changing rooms and lavatories), children's play areas, gymnasium, exercise room, lounge, sitting area and such other areas and facilities as are now or from time to time designated by the First Owner in accordance with Clause 8(a);

**"Club Rules"**

means such rules and regulations set down by the Manager (with the approval of the Owners' Committee, if and when it is formed) from time to time with specific application to the Club House and the use and enjoyment thereof;

**"Common Areas and Facilities"**

means collectively the Building Common Areas and Facilities, the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities;

**"Conditions"**

means the documents of title setting forth the rights and entitlements granted by the Government in respect of the Lot, namely new Government Leases of The Remaining Portion of Subsection 1 of Section G of Kowloon Inland Lot No.2097 and Section A of Subsection 1 of Section G of Kowloon Inland Lot No.2097 which are deemed to have been issued and by virtue of the Government Leases Ordinance (Cap.40) for the further term of 75 years commencing from the 6th February 2003 upon the expiration of the original term of 75 years commencing from 6<sup>th</sup> February 1928 created under a renewable Government Lease of Kowloon Inland Lot No.2097 dated 26<sup>th</sup> July 1930 and made between Credit Foncier D'Extreme Orient of the one part and King George V of the other part as varied or modified by a Modification Letter dated 5<sup>th</sup> March 2008 and registered in the Land Registry by Memorial No.08031402900026 and shall include any subsequent extensions or modifications thereto or renewals thereof so far as the same affects the Lot;

**"Government"**

means the Government of the Hong Kong Special Administrative Region;

**"Green and Innovative Features"**

means the green and innovative features in or forming part of the Building exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands and as shown stippled black on the plans attached hereto, the accuracy of which is certified by or on behalf of the Authorised Person;

**"House Rules"**

means the rules supplemental to this Deed governing the Building or any part or parts thereof from time to time in force made pursuant to these presents and including without limitation the Club Rules;

**"Lot"**

means all that piece or parcel of ground registered in the Land Registry as The Remaining Portion of Subsection 1 of Section G of Kowloon Inland Lot No.2097 and Section A of Subsection 1 of Section G of Kowloon Inland Lot No.2097 including any future extension(s) thereto;

**"Maintenance Manual for the Works and Installations"**

means the maintenance manual for the Works and Installations as mentioned in Clause 76 of Section VIII as may from time to time be amended or revised in accordance with the provisions of this Deed;

**"management funds"**

means all moneys held by the Manager under this Deed including but not limited to payments on account of the management fees, management fee deposits, deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities, debris removal fees, Special Fund and moneys and fees received under Clauses 23(a), 23(b), 30 and 38(b)(ii) hereof;

**"Management Shares"**

means those shares allocated to the Units as set out in the First Schedule hereto for the purpose of determining the amount of contributions towards the management expenditure of the Lot and the Building to be borne by the Owners;

**"Motor Cycle Parking Space"**

means a space in the Car Parking Areas intended for the parking of motor cycles belonging to the residents of the Residential Accommodation and their bona fide guests visitors or invitees and to which Undivided Share(s) have been or will be allocated;

**"Non-enclosed Areas"**

means the balconies and utility platforms of the Residential Units which are shown hatched black on the plans certified by the Authorized Person and annexed hereto;

**"Occupation Permit"**

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

**"Owner"**

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

**"Owners' Committee"**

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

**"Owners' Corporation"**

means the Owners' corporation of the Lot and the Building incorporated and registered under the Building Management Ordinance (Cap.344);

**"Recreational Areas and Facilities"**

means and includes the Club House and such recreational areas and facilities and other planters and such other recreational areas and facilities for the enjoyment and use of the residents of the Residential Accommodation and their bona fide visitors;

**"Residential Accommodation"**

means such part of the Building constructed or to be constructed for residential purposes in accordance with the Building Plans;

**"Residential Common Areas and Facilities"**

means and includes the Recreational Areas and Facilities, A/C and AHU plant room for the use and benefit of the Club House, such of the passages, domestic entrance, lobby, landings, halls, lift lobbies, structural walls, external walls and surfaces of the Residential Accommodation, stairways, refuge area, lift machine room, fire services booster pump room, irrigation pump room, pressure reducing valve room, swimming pool surage tank, emergency generator room, store room (if any), upper roofs and flat roofs not forming parts of Residential Units, meter rooms and meter spaces and roof thereof and such of the lifts, lift shafts, firemen's lifts, water tanks, aerials, meters, transformers, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Building intended for the common use and benefit of the Owners and residents of the Residential Accommodation and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Building as are designated by the First Owner for common use and benefit of the Residential Accommodation in accordance with this Deed but EXCLUDING the Building Common Areas and Facilities and the Car Park Common Areas and Facilities and such areas within the Building in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Building serving



only any particular Owner. Such Residential Common Areas and Facilities (unless incapable of being shown on plans) are shown coloured Green on the plans certified by Authorized Person and annexed hereto;

**"Residential Unit"**

means a unit in the Residential Accommodation to which Undivided Shares is allocated;

**"Special Fund"**

means any one or, as the context may require, more of the Special Funds maintained by the Manager pursuant to Clause 19 hereof for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance (Cap.344);

**"Undivided Shares"**

means those equal undivided parts or shares of and in the Lot and of and in the Building allocated in accordance with the provisions of these presents or in accordance with any Sub-Deed of Mutual Covenant;

**"Unit"**

means a Residential Unit or a Car Parking Space or a Motor Cycle Parking Space or any part or parts of the Building in respect of which a specific number of Undivided Share is allocated or sub-allocated in accordance with this Deed or any Sub-Deed of Mutual Covenant or any other Deed or Sub-Deed and is intended for separate and exclusive use and occupation by the Owner thereof and shall have the same definition as "flat" under the Building Management Ordinance (Cap.344);

**"Works and Installations"**

shall mean the major works and installations in the Building (whether forming part of the Common Areas and Facilities or not) as set out in the Fourth Schedule to this Deed.

(2) Immediately prior to the Assignment to the First Assignee hereinafter referred to the First Owner is the registered owner and is in possession of the Lot and upon issue of the Certificate of Compliance in respect of the Lot will become entitled to a Government lease thereof for the residue of the renewed term of 75 years commencing from the 6th day of February 2003 subject to and with the benefit of the Conditions.

(3) The First Owner has developed and is in the course of developing the Lot in accordance with the Conditions and the Building Plans. The Building comprises of a number of residential units, parking spaces and recreational and communal areas and facilities.

(4) For the purposes of sale the Lot and the Building have been notionally divided into 363 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.

(5) The First Owner has already obtained the Certificate of Compliance and is entitled to assign or otherwise dispose of Undivided Shares together with the right to the exclusive use and occupation of a part or parts of the Building.

(6) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee the said premises Subject to and with the benefit of the Conditions.

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

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

NOW THIS DEED WITNESSETH as follows :-

SECTION I

Rights And Obligations Of Owners

1. The First Owner shall at all times hereafter subject to and with the benefit of the Conditions have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Lot and the Building together with the appurtenances thereto and the entire rents and profits thereof (and for the avoidance of doubt, excluding the Common Areas and Facilities) SAVE AND EXCEPT the said premises assigned to the First Assignee as aforesaid and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed.
2. The First Assignee shall at all times hereafter subject to and with the benefit of the Conditions and these presents have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the said premises assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.
3. Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Building shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the SECOND SCHEDULE hereto and the express covenants and provisions herein contained.
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 such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.
5. Subject to the Conditions, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Building which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of this Deed.
6. The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Building shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall not extend to leases or tenancies the terms of which shall not exceed ten (10) years.
7. (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have

the full right and liberty (in common with the Manager and others having like rights to go pass and repass over and along and to use the Building Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

- (b) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (c) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Car Parking Space or Motor Cycle Parking Space shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (d) In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the House Rules.
- (e) Upon execution of this Deed, the First Owner shall assign to and vest in the Manager free of costs or consideration the whole of the Undivided Shares allocated to the Common Areas and Facilities under this Deed subject to and with the benefit of the Conditions and this Deed. Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities shall be held by the Manager as trustee for the benefit all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs the whole of the Undivided Shares in respect of the Common Areas and Facilities and transfer free of costs the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

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

37. The Owners at a meeting of the Owners convened under this Deed shall have the right to require the annual accounts to be audited by an independent auditor of their choice. If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and:

- (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
- (b) 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.

38. The management of the Lot and the Building shall be undertaken by the Manager for an initial period of two (2) years and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, subject to the provisions of the Building Management Ordinance (Cap.344) the Manager shall have authority in accordance with the provisions of this Deed to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Building and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
- (b)
  - (i) To manage, maintain and control the common driveways and parking areas on the Lot and the Building and to remove any cars, pedal bicycles, motorcycles and other vehicles parked in any area not reserved for parking or loading and unloading or any vehicles parked in any Car Parking Space or Motor Cycle Parking Space without the consent of the Owner or lawful occupier of such Car Parking Space or Motor Cycle Parking Space and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Car Parking Space and Motor Cycle Parking Space;
  - (ii) To manage, maintain and control the use of the spaces for the loading and unloading by motor vehicles and to fix reasonable charges for the

use thereof provided that all income deriving therefrom shall form part of the management funds for the Residential Common Areas and Facilities;

- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and the Owners for the time being thereof and the Manager 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, occupiers' liability, public liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Lot and the Building 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 Lot and the Building according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure master insurance for the Building as a whole including those areas which are not the Common Areas and Facilities and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Building;
- (e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external walls, elevations and facade, including windows and window frames, situated in the Common Areas and Facilities;
- (h) To choose from time to time the colour and type of facade of the Building, including that of the Residential Units;
- (i) To maintain all drains and channels as referred to and in accordance with Special Condition No.(26) of the Conditions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (provided that any improvement or provision of additional facilities or services which involves expenditure in excess of 10% of the current annual management budget shall require the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and the Conditions and whenever it shall be necessary or convenient so to do at the

Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

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

making good of any damages caused thereby to the satisfaction of the Manager;

- (v) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Building necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Building of all legal proceedings relating to the Lot and the Building (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Building or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director 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;
- (w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Building in any manner in contravention of the Conditions or this Deed;
- (x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Building of any provisions of the Conditions or this Deed;
- (y) To prevent any person detrimentally altering or injuring any part or parts of the Building or any of the Common Areas and Facilities thereof;
- (z) To prevent any person from overloading the floors or lifts of the Building or any part or parts thereof;
- (aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Building;
- (ab) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Building as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (ac) To enter into contracts and to engage, appoint, employ, remunerate and dismiss consultants, other professional property management companies, contractors, agents or sub-managers to perform and carry out various aspects of the management works or the management works in respect of certain area(s) of the Lot and the Building on such terms and conditions as the Manager deems fit, provided that the Manager shall not transfer or assign its rights duties or obligations under this Deed to any such persons and such



persons shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the whole Building;

- (ad) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Lot and the Building and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the whole Building in accordance with this Deed and the Building Management Ordinance (Cap.344);
- (ae) To enforce the due observance and performance by the Owners and the occupiers of the terms and conditions of the Conditions, this Deed and the House Rules 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;
- (af) To require all Owners or occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner;
- (ag) To post the number of the Unit whose Owner or occupant is in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Building Provided that the Manager when exercising this power shall not contravene the Personal Data (Privacy) Ordinance;
- (ah) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed) to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may in consultation of the Owners' Committee or the Owners' Corporation (if formed) 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 any benefit arising therefrom shall accrue to the Owners;
- (ai) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed) to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Lot which the Manager shall in its reasonable discretion deem appropriate and

on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land PROVIDED any benefit arising therefrom shall accrue to the Owners;

- (aj) To deal with all enquiries, complaints, reports and correspondence relating to the Building as a whole;
- (ak) Subject to the approval of the Owners' Committee or the Owners' Corporation (if formed) 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 Conditions and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed;
- (al) To remove any poultry, bird, animal, dog, cat or pet (except trained guide dogs) from the Building if, in the opinion of the Manager, such bird, animal, dog, cat or pet is causing a nuisance or disturbance to other Owners or occupiers of the Building or if the same has been the cause of complaint of at least two other Owners or occupiers of the Building;
- (am) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Building as the Manager shall in its reasonable discretion consider desirable;
- (an) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) to make, revoke or amend the House Rules as it shall deem appropriate which shall not be inconsistent with this Deed, the Conditions or the Building Management Ordinance (Cap.344);
- (ao) To give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed (provided that the Manager shall not unreasonably withhold its consent or approval) and to impose reasonable conditions or additional conditions including payment of reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (ap) 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;
- (aq) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Building for the better enjoyment or use of the Building by its Owners occupiers and their licensees provided that any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;

- (ar) In the event that the Government decides to take over or resume any part or parts of the Common Areas and Facilities to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation PROVIDED THAT any benefit or monetary compensation so obtained shall go into the management fund, as the case may be;
- (as) Subject to the approval of the Owners' Committee or the Owners' Corporation (if formed) to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Building which he owns or unreasonably impede or restrict the access to and from any such part of the Building and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed;
- (at) Subject to the prior approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed)
- (i) to make rules and regulations governing the use of the Club House including but not limited to the fixing of fees and charges for admittance and use of the facilities in the Club House from time to time and to collect such fees and charges from the permitted users of the facilities; and
  - (ii) to let, hire, lease or licence all or any part of the Club House to any person for the purpose of operating the same for the benefit of the Owners for such period and on such conditions as the Manager shall in its discretion think fit,

Provided that all income deriving therefrom shall become part of the management funds and shall not be used other than for the purpose of the maintenance, operation, repair and improvement of the Club House and the facilities therein and that any deficit in the operation of the Club House or any part thereof shall be charged to the management funds;

- (au) (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as he may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Building. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction

to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Building;

- (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Building and to encourage them to participate in such activities with a view to improving the environmental conditions of the Building;
- (iii) Subject to the provisions of this Deed, to make House Rules to require the Owners and occupiers of the Building to dispose of their rubbish properly for waste separation and recycling purposes;
- (av) To take all steps necessary or expedient for complying with the Conditions and any Government requirements concerning the Building or any part thereof;
- (aw) To engage qualified personnel to inspect or carry out a structural survey of the Building or any part thereof including the drains and channels within or outside the Lot serving the Building as and when the Manager deems necessary or desirable;
- (ax) To carry out the works pursuant to Special Condition No.(25) of the Conditions;
- (ay) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Conditions;
- (az) To enforce the due observance and performance by the Owners or any person occupying any part of the Building through under or with the consent of any such Owner of the terms and conditions of this Deed, any relevant Sub-Deed of Mutual Covenant and the House Rules made hereunder and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
- (ba) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Building PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-
  - (i) the term of the contract will not exceed 3 years;
  - (ii) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and

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

(bb) To carry out regular maintenance or regular monitoring of the prestressed ground anchors of the Building throughout their service life to the satisfaction of the Director of Lands and to supply to the said Director such reports and information on all such monitoring works as the said Director may from time to time in his absolute discretion require;

(bc) To control, operate and maintain the Green and Innovative Features;

(bd) To do all such other things as are reasonably incidental to the management of the Lot and the Building.

39. 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 Lot or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS that the right of the Owners of the Car Parking Spaces and/or the Motor Cycle Parking Spaces to the proper use and enjoyment of such Car Parking Spaces and/or Motor Cycle Parking Spaces in accordance with the provisions of the Conditions and these presents shall not be affected;

(b) To remove and impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof;

(c) To impose charges for any such removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.

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

(a) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris (if any) provided that such charges shall be paid into the management funds;

(b) To charge the Owners for all costs and consultants' fees incurred in approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed and House Rules;

(c) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time

determined by the Manager provided such charges shall be paid into the management funds;

- (d) From time to time, subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), to make, revoke and amend rules and regulations governing the supply and use of fresh and sea water to all parts of the Building, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government. Such rules and regulations and any amendments thereto must not be inconsistent with or contravene this Deed, the Building Management Ordinance or the Conditions;
  - (e) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Building including any Unit necessary for the purpose of carrying out repairs to the Building or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners. The Manager shall repair (at its own costs and expense) any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen;
  - (f) To manage, repair, upkeep, maintain and to keep well lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Lot that are required to be maintained under the Conditions;
  - (g) Subject to the approval of the Owners' Committee or Owners' Corporation (if formed) to charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof provided that all such prescribed fees collected shall form part of the management fund to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities; and
  - (h) To landscape and plant with trees and shrubs in accordance with Special Condition No.(7) of the Conditions.
41. The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Building including all parts of any Unit for the purposes of effecting necessary repair, replacement, maintenance and cleaning to any part or parts of the Building or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED that the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at his own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.

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

43. 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.

44. (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Building, the Common Areas and Facilities, protection of the environment of the Building and implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Building and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.

(b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance or the Conditions.

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

45 (1) Subject to Sub-Clauses (2) and (3), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :

- (a) the supplies, goods or services are procured by invitation to tender; and
- (b) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344).

(2) Subject to Sub-Clause (3), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or

such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :

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



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

## SECTION IV

### Exclusions And Indemnities

46. The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons 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. 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 Building, or
- (c) fire or flooding or the overflow or leakage of water or any effluent from anywhere whether within or outside the Building, or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) theft, burglary, robbery or crime within the Building;

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

47. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any occupier of any 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.

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

SECTION V

Owners' Committee

49. The Manager shall call the first meeting of Owners as soon as possible, but in any event not later than 9 months after the date hereof (and to call further and subsequent meetings if required), which meeting shall appoint a Chairman and the Owners' Committee or shall appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344). The Owners' Committee shall consist of not fewer than ~~three(3)~~ members and not more than ~~seven(7)~~ members, or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners.

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

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the annual budget and revised budget prepared by the Manager;
- (d) the reviewing and approval of the Club Rules and the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the Manager in accordance with the provisions of Clause 11 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

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

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

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

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

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

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

54. 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 (i) the date, time and place of the meeting; and (ii) 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 Residential Unit or depositing it in the letter box for that Residential Unit.

55. The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Owners' Committee, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members of the Owners' Committee present shall be a quorum.

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

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

The first chairman appointed pursuant to Clause 49 hereof shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the Owners at the first or any other meeting of the Owners held in any calendar year.

57. 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.

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

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

59. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons 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.

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

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

62. Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Building or to co-opt any person eligible under Clause 51 who are not members of the Owners' Committee to serve on such sub-committees.

## SECTION VI

### Meeting Of Owners

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

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

- (e) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 63(a)(ii) or (iii) above, the person convening the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of Owners :-
- (i) an Owner shall have one vote in respect of each Undivided Share he owns;
  - (ii) an Owner may cast a vote personally or by proxy;
  - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast -
    - (A) by a proxy jointly appointed by the co-Owners;
    - (B) by a person appointed by the co-Owners from amongst themselves; or
    - (C) if no appointment is made under sub-sub-clause (A) or (B), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
  - (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
  - (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and-
- (A) shall be signed by the Owner; or
  - (B) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 63(a)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.



- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (i) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (j) Save as otherwise herein provided any resolution on any matter concerning the Building 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 Building 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 or any Sub-Deed of Mutual Covenant.
- (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers of the Manager conferred by this Deed and the Building Management Ordinance (Cap.344).
- (v) A resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing or in lieu of such notice, with an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of remuneration which would have accrued to him during that period, but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares in aggregate in the Building (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (k) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Building namely :-
- (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Conditions 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 Conditions as aforesaid.

- (ii) A resolution to rebuild or redevelop the Building otherwise than in accordance with Clause 64 of this Deed.
- (l) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Building, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the total number of Undivided Shares in the Building shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (m) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (n) For the avoidance of doubt and notwithstanding anything to the contrary 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 in any meeting whether under this Deed, the Building Management Ordinance (Cap.344) or otherwise and such Undivided Shares shall not be taken into account in determining the quorum of any meeting or for determining the total number of Undivided Shares in the Building referred to in this Section VI and the Undivided Shares allocated to the Common Areas and Facilities will not carry any liability to pay charges under this Deed.

## SECTION VII

### Extinguishment Of Rights

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

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

- (a) Every such meeting shall be convened by at least fourteen (14) days' notice in writing posted on the public notice boards of the Building specifying the time and place of the meeting;
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares in the part of the Building in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the

following week at the same place, and if at such adjourned meeting a quorum is not present the Owners present shall be deemed to constitute a quorum;

- (d) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (e) Every Owner shall have one vote for each Undivided Share allocated to the part of the Building (excluding the Undivided Shares allocated to the Common Areas and Facilities) vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case of dispute the Owner whose name stands first in relation to that Undivided Share in the register kept at the Land Registry shall have the right to vote, and in case of equality of votes, the chairman shall have a second or casting vote;
- (f) Votes may be given either personally or by proxy;
- (g) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (h) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Building 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;
- (i) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Building 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.
- (j) The accidental omission to give notice to any Owner shall not invalidate the meeting or any resolution passed thereat.

## SECTION VIII

### Miscellaneous Provisions

66. The provisions contained in the Schedule 7 and Schedule 8 to the Building Management Ordinance (Cap.344) shall be deemed incorporated into and form part of this Deed, and in the event of any conflict with any provision of this Deed, the former shall prevail, unless provided otherwise by statutory amendment. Nothing contained in this Deed shall prejudice the operation of the said Ordinance and the Schedules thereto.

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

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

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

70. Subject as hereinbefore provided or otherwise required by law in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Residential Unit or Car Parking Space or Motor Cycle Parking Space or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong Special Administrative Region and, if an individual, at his last known address. 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.

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

72. No provisions in this Deed shall conflict with or be in breach of the Conditions and each Owner shall comply with the terms and conditions of the Conditions in so far as the same relate to his part of the Building and as one of the Owners for the time being of the Lot and the Manager shall comply with the terms and conditions of the Conditions so long as it is the manager of the Building.

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

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

75. During the existence of an Owners' Corporation, the general meeting of the Owners' Corporation convened under the Building Management Ordinance (Cap.344) shall take the place of the meeting of Owners hereunder, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.

76. (a) The First Owner shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations for the reference of the Owners and the Manager setting out the following details :
- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
  - (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
  - (iii) Recommended maintenance strategy and procedures;
  - (iv) A lists of items of the Works and Installations requiring routine maintenance;
  - (v) Recommended frequency of routine maintenance inspection;
  - (vi) Checklist and typical inspective record sheets for routine maintenance inspection;
  - (vii) Recommended maintenance cycle of the Works and Installations.

- (b) Within one (1) month after the execution of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations in the management office for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.
- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.
- (ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the maintenance of the Building and the Units including those part or parts of the Works and Installations forming part of their Units.
- (d) The Owners may, by a majority resolutions passed at an Owners' meeting convened under this Deed, make, amend, revise and revoke the Fourth Schedule to this Deed and the Maintenance Manual for the Works and Installations or any part thereof as may be necessary , in which event the Manager shall procure a revised schedule and a revised Maintenance Manual for the Works and Installations or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolutions. All costs and expenses of and incidental to the preparation of the revised schedule and the revised Maintenance Manual for the Works and Installations or any subsequent amendments thereto shall be borne by the Owners and paid out of the Special Fund.
- (e) The Manager shall deposit the revised Maintenance Manual for the Works and Installations and any subsequent amendments thereto in the management office within one month from the date of its preparation for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.

77. The First Owner shall take or cause to be taken all proper and adequate care, skill and precautions in connection with the Works and Services as referred to in Special Condition No.(32) of the Conditions.

78. The Owners shall at their own expense maintain and carry out all works in respect of any slopes, slope treatment works, retaining walls or other structures (collectively referred to as "slope structures") within or outside the Lot or the Building as required by the Conditions and in accordance with the "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual(s) for the slope structures prepared in accordance with Geoguide 5. The First Owner shall at its own costs compile for the reference of the Owners and the

Manager the said Maintenance Manual(s) and shall deposit a full copy thereof in the management office within one month from the date hereof for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. The basis of contribution by the Owners shall be in accordance with the undivided shares specified in the First Schedule hereto. The Manager (which for this purpose shall include the Owners' Corporation, if formed) shall be given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the slope structures in compliance with the Conditions and in particular in accordance with the said Maintenance Manual(s) and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of the slope structures. The Manager shall collect from all Owners all costs lawfully incurred or to be incurred by it in carrying out such maintenance repair and related works. The Manager shall not be made personally liable for carrying out any such requirements of the Conditions which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.

79. 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 Shares held therewith.

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



**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Allocation of Undivided Shares**

	Number of Units	Undivided Shares	
		Per Unit	Sub-Total
<b>Residential Units</b>			
6 <sup>th</sup> Floor	1	20	20
7 <sup>th</sup> to 20 <sup>th</sup> Floors (13 <sup>th</sup> and 14 <sup>th</sup> Floors omitted)	12	20	240
21 <sup>st</sup> and 22 <sup>nd</sup> Floors (Duplex)	1	40	40
<b>Car Parking Spaces and Motor Cycle Parking Spaces</b>			
Car Parking Spaces Nos.P1, P2 and P3 on Ground Floor, P1, P2 and P3 on 1 <sup>st</sup> Floor, P1, P2 and P3 on 2 <sup>nd</sup> Floor and P1, P2 and P3 on 3 <sup>rd</sup> Floor	12	5	60
Motor Cycle Parking Spaces Nos.MC1 and MC2 on Ground Floor	2	1	2
<b>Common Areas and Facilities</b>			1
<b>Grand Total</b>			363

**Allocation of Management Shares**

	Number of Units	Management Shares	
		Per Unit	Sub-Total
<b><u>Residential Units</u></b>			
6 <sup>th</sup> Floor	1	20	20
7 <sup>th</sup> to 20 <sup>th</sup> Floors (13 <sup>th</sup> and 14 <sup>th</sup> Floors omitted)	12	20	240
21 <sup>st</sup> and 22 <sup>nd</sup> Floors (Duplex)	1	40	40
<b><u>Car Parking Spaces and Motor Cycle Parking Spaces</u></b>			
Car Parking Spaces Nos.P1, P2 and P3 on Ground Floor, P1, P2 and P3 on 1 <sup>st</sup> Floor, P1, P2 and P3 on 2 <sup>nd</sup> Floor and P1, P2 and P3 on 3 <sup>rd</sup> Floor	12	5	60
Motor Cycle Parking Spaces Nos.MC1 and MC2 on Ground Floor	2	1	2
<b><u>Common Areas and Facilities</u></b>			
			Nil
<b>Grand Total</b>			<b>362</b>

## THE SECOND SCHEDULE ABOVE REFERRED TO

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

### 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 Building (in this Schedule referred to as "his premises") shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Conditions and this Deed :-

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use or to receive the benefit of the Building Common Areas and Facilities and such of the Residential Common Areas and Facilities or the Car Park Common Areas and Facilities or the Residential Accommodation or the Car Parking Areas (as the case may be) which his premises form part for all purposes connected with the proper use and enjoyment of his premises SUBJECT as aforesaid;
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Building SUBJECT as aforesaid;
- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his premises through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his premises or the Building or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid; and
- (d) The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon reasonable prior notice (except in the case of emergency) to enter upon other parts or units of the Building for the purpose of carrying out any works for the maintenance and repair of his premises 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 SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media.

2. In addition to the above rights and privileges the Owner of each Undivided Share shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed and the House Rules) for the Owner for the time being, his tenants, servants, agents, lawful occupants and

their bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Recreational Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

#### **Part B**

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

- (a) The full right and privilege of the Manager at all reasonable times upon prior notice (except in the case of emergency) with or without agents, surveyors, workmen and others and with or without equipment and apparatus to enter into and upon his premises for the purposes of effecting necessary repairs to or maintenance of the Building 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 Building or any part or parts thereof as part of the amenities thereof PROVIDED that the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at his own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights;
- (b) Rights of the First Owner set forth in Section II of this Deed; and
- (c) Rights and privileges equivalent to those set forth in sub-clauses (b), (c) and (d) of Clause I of Part A of this Second Schedule.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

1. No Owner shall make any structural alteration to any part of the Building owned by him (including but not limited to the external walls, structure or facade of the Unit owned by him or any installation or fixture therein) which may interfere with or affect the right of other Owners or damage or affect or interfere with the use and enjoyment of any other part or parts of the Building whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities) nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot not being equipment or apparatus for his exclusive use and benefit.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Conditions or whereby any insurance on the Building or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. No Owner shall without the prior written consent of the Manager and the relevant Government authority (if required) at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Building or any of the Residential Units or Car Parking Spaces or Motor Cycle Parking Spaces therein.
4. Subject to the provisions of Clause 8 of this Deed, 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 Building at any time in the course of construction or the management and the maintenance of the Building.
5.
  - (a) No Owner (including the First Owner) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless with the prior approval of the Owners' Committee. Any payment received for the approval shall be credited to the Special Fund.
  - (b) Notwithstanding anything contained in this Deed, no Owner (including the First Owner) shall have the right to convert or designate any of his own areas to be Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) shall have and the Manager shall not have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.
6. 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 Building.

7. No Owner shall use or permit or suffer the part of the Building 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 Building.
8. (a) No Owner shall use or permit or suffer any part of the Building owned by him to be used except in accordance with the Conditions, the Occupation Permit, this Deed and any Ordinances and Regulations from time to time applicable thereto.
- (b) No Owner shall use or cause or permit any Residential Unit or Car Parking Space or Motor Cycle Parking Space to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Tai Chai (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.
9. (a) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles and no Car Parking Spaces shall be used other than for the purpose of parking private motor vehicles licensed under the Road Traffic Ordinance belonging to the residents of Residential Units in the Building and their bona fide guests, visitors or invitees and no Motor Cycle Parking Spaces shall be used other than for the purpose of parking private motor cycles licensed under the Road Traffic Ordinance belonging to the residents of Residential Units in the Building and their bona fide guests, visitors or invitees and the Car Parking Spaces and the Motor Cycle Parking Spaces shall not be used for the storage of motor vehicles or other articles, goods or things and no structure or partitioning shall be erected thereon without the prior consent in writing of the Manager SAVE AND EXCEPT that subject to Special Condition Nos.(22), (23) and (24) of the Conditions, the First Owner may use any such Residential Unit, Car Parking Space and Motor Cycle Parking Spaces and such other part(s) of the Building as show flat(s) and/or sales office provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director of Lands and such other terms and conditions as the Director of Lands shall in his absolute discretion see fit to impose.
- (b) The Car Parking Spaces or the Motor Cycle Parking Spaces shall not be:-
- (i) assigned except
    - (I) together with Undivided Shares in the Lot giving the right of exclusive use and possession of a Residential Unit or Residential Units in the Building; or
    - (II) to a person who is already the Owner of Undivided Shares in the Lot with the right of exclusive use and possession of a Residential Unit or Residential Units; or
  - (ii) underlet except to residents of the Residential Units.

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

10. No partitioning shall be erected or installed in a Residential Unit which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
11. No Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof, garden or terrace forming part of his Residential Unit or any Car Parking Space or any Motor Cycle Parking Space or any other part thereof and the Manager shall have the right to enter to remove anything erected or placed on the roof, flat roof, garden or terrace of his Residential Unit or Car Parking Space or Motor Cycle Parking Space or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
12. 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 part of his Residential Unit any metal grille or shutter or gate.
13. 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 Unit any advertising or other sign of any description (except a small name plate outside the entrance door or gate of a Residential Unit giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
14. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
15. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.
16. 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, and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or flat-roofs or external surfaces provided in the Building as part of the Common Areas and Facilities.
17. (a) No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Building except with the written consent of the Manager.  
(b) No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Building 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 Lot or the Building. 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 part of the Building in good repair and condition.

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

19. No clothing or laundry shall be hung in the Common Areas and Facilities.

20. 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, gardens, terraces, external walls, balconies, utility platforms, entrance halls of the Building 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 Building and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.

21. No Owner shall erect or build or suffer to be erected or built on or upon the roof, flat roof, garden, terrace, balcony or external walls forming part of his Residential Unit, Car Parking Space, Motor Cycle Parking Space or the Building any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter (including the offending Owner's part of the Building) and remove from such roof, flat roof, garden, terrace, balcony or external walls of the Residential Unit, Car Parking Space or Motor Cycle Parking Space such structure at the cost of the offending Owner and to erect thereon scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities, the external walls and windows of the Building.

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

23. Not to use water closets and other water apparatus in the Building 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 Unit it shall have been caused.

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

25. No Owner shall permit the playing of mahjong in his part of the Building between mid-night and 9 a.m. so as to cause disturbance to the Owners or occupiers of any other part of the Building.



26. No bird, animal, dog, cat or pet shall be kept or harboured in any part of the Building if, in the opinion of the Manager, such bird, animal, dog, cat or pet is causing a nuisance or disturbance to other Owners or occupiers of the Building or if the same has been the cause of complaint of at least two other Owners or occupiers of the Building. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash.
27. No Owner shall paint the outside of the Building including any part of the Building owned by him, or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Building (including any part owned by him) without the prior consent in writing of the Manager.
28. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Building owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
29. Not to allow bicycles, baby carriages or similar vehicles to obstruct any Common Areas and Facilities.
30. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
31. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.
32. No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Building save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.
33. No Owner shall place on any part of the floors of the Building 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 covenant the Owner in default shall make good any damage caused thereby to that part of the Building or any fixtures and fittings therein.
34. No Owner shall interfere with, damage or cut any tree growing on the Lot or adjacent thereto except with the prior written consent of the Director of Lands and in

compliance with any conditions that may be imposed by the said Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests or visitors.

35. 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 Building of which he is the Owner and to indemnify the other Owners from and against all liability thereof.

36. Every Owner shall keep and maintain in good, clean and tidy state and condition his Unit and such Non-enclosed Areas and Green Innovative Features thereof (if any) at his own costs and expenses.

37. No Owner shall install any window grille in his Unit without obtaining prior written approval of the design of such window grille from the Manager.

38. No Owner shall make any alteration to or modification of the curtain wall system of the Building. The Manager shall have the right to enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) all or any parts of the Building including any Unit for the purpose of inspecting the curtain wall system of the Building and to modify, maintain, replace or repair any part or parts thereof as the Manager shall think fit provided that the Manager shall ensure that such inspection, modification, maintenance, replacement or repair shall cause the least disturbance and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid right.

39. (a) The Non-enclosed Areas shall only be used as balconies or utility platforms (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units for which they are provided; and
- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way; and
- (c) No fences, awnings, grilles or any structures or things shall be installed, exhibited, affixed, erected or attached to any of the Non-enclosed Areas whereby the same shall be enclosed in whole or in part other than as approved under the Building Plans; and
- (d) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and

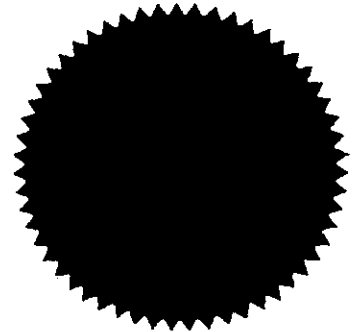
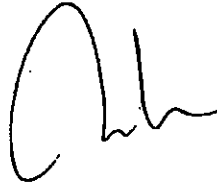
remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

All major works and installations in the Building (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis which include but not limited to the following (if any) :-

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) plumbing system;
- (e) drainage system;
- (f) fire services installations and equipment;
- (g) electrical wiring system;
- (h) lift installations;
- (i) gas supply system;
- (j) window installations;
- (k) curtain wall system.

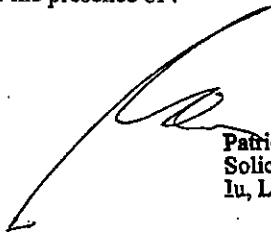
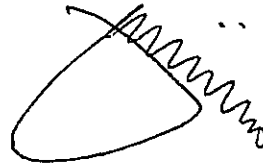
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First Owner and SIGNED by )  
Cheng Chi Fai and Lam Yi Kang, )  
two directors, ----- )  
duly authorised by a board resolution of )  
its directors whose signature(s) is/are )  
verified by :- )



**Mok Ka Cheuk Cecilia**

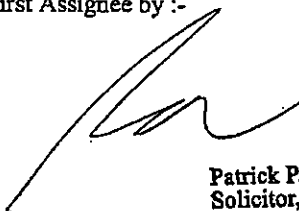
Lo and Lo  
Solicitor, Hong Kong SAR

SIGNED SEALED and DELIVERED )  
by Chui Chor Nang John, the lawful )  
attorney of the First Assignee (Holder of )  
Hong Kong Identity Card No.E441202(1)) )  
in the presence of :- )



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

INTERPRETED to the said Chui Chor )  
Nang John, the lawful attorney of the )  
First Assignee by :- )



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

.SEALED with the Common Seal of )

the Manager and SIGNED by )

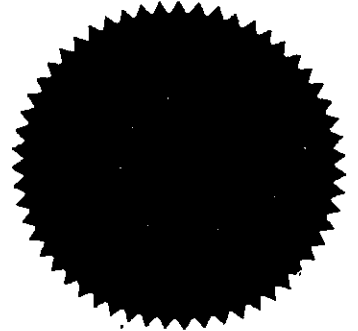
Chui Sheung Fai, Stephen and )  
Chui Heung Wah, ----- )

duly authorised by a board resolution of its )

directors whose signature(s) is/are verified )

by :- )

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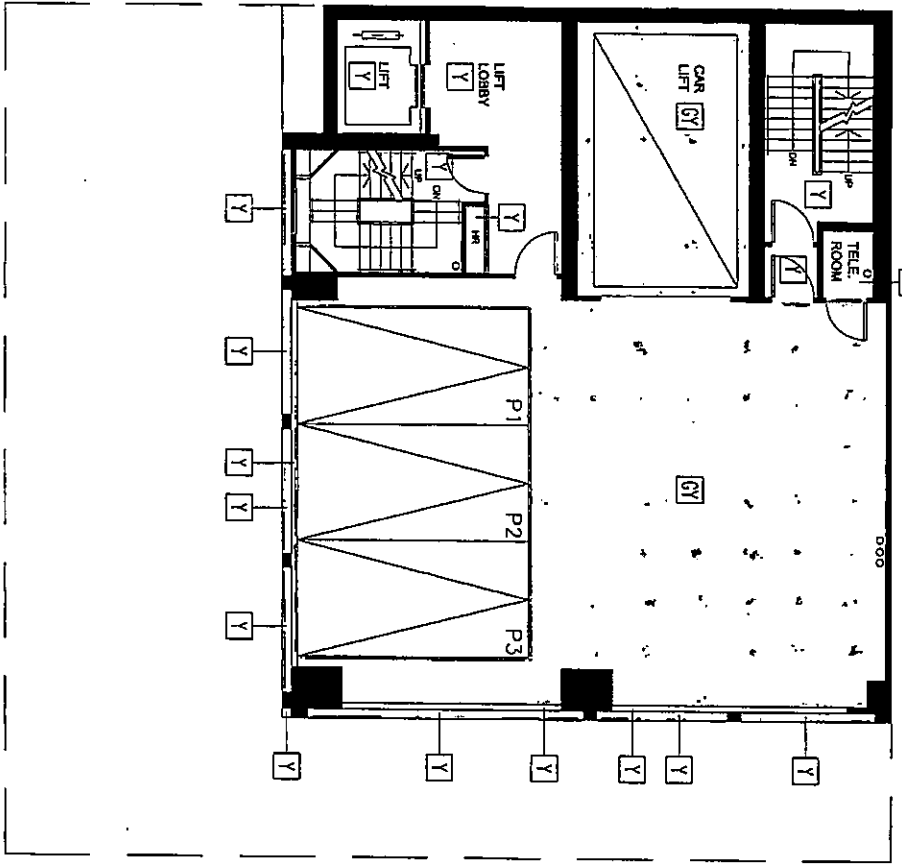


*[Handwritten signature]*  
**Mok Ka Cheuk Cecilia**  
Lo and Lo  
Solicitor, Hong Kong SAR



- Y - YELLOW BUILDING COMMON AREAS
- GY - GREY CARPARK COMMON AREAS
- GN - GREEN RESIDENTIAL COMMON AREAS
- YH - YELLOW STIPPLED BLACK AREAS BUILDING COMMON AREAS
- HB - HATCHED BLACK AREAS

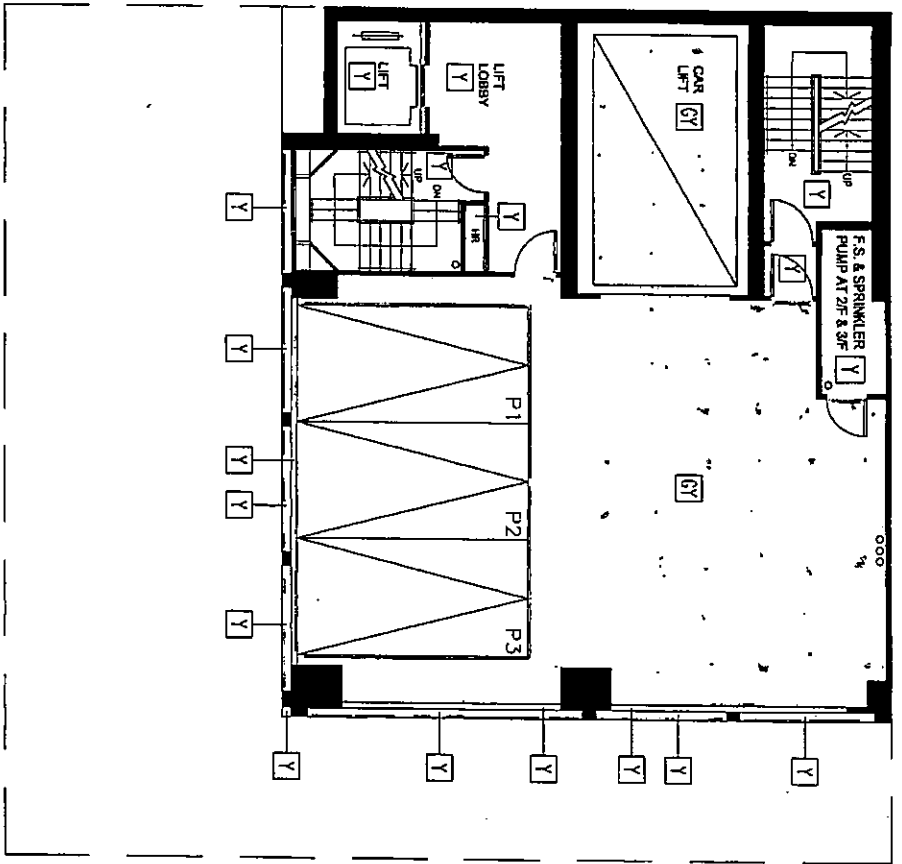
**1ST FLOOR PLAN**



**EUGENE TERRACE AT 2A EARL STREET, KOWLOON**



**2ND - 3RD FLOOR PLAN**

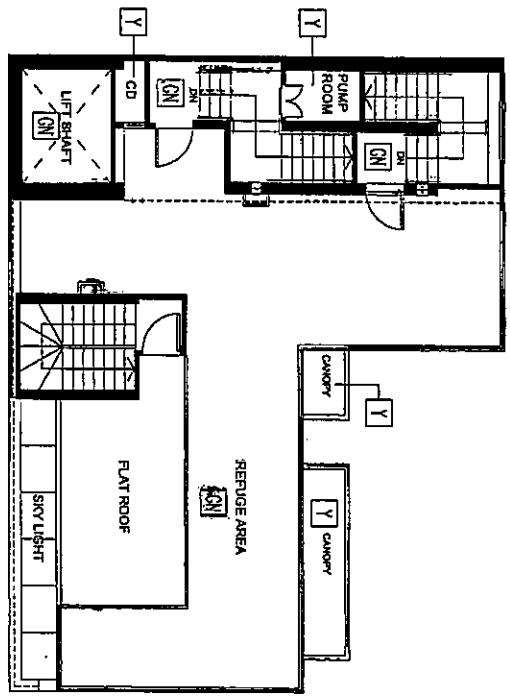


CHEUNG KONG YUING  
 B.A.(AS), M. Arch, HKU  
 Authorized Person (Architect)

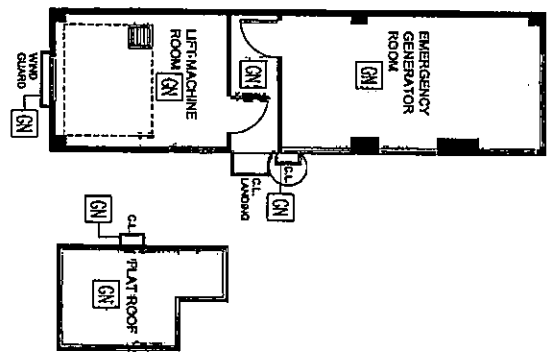




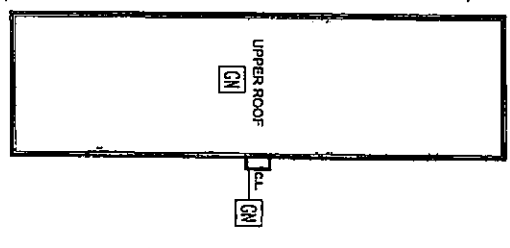
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ROOF PLAN

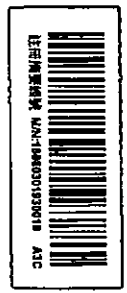


PLAN AT LEVEL 83.00

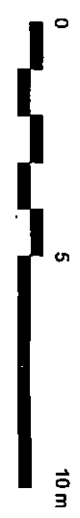


TOP ROOF PLAN

- Y - YELLOW BUILDING COMMON AREAS
- GN - GREY CARPARK COMMON AREAS
- GN - GREEN RESIDENTIAL COMMON AREAS
- GN - YELLOW STIPPLED BLACK AREAS BUILDING COMMON AREAS
- GN - HATCHED BLACK AREAS

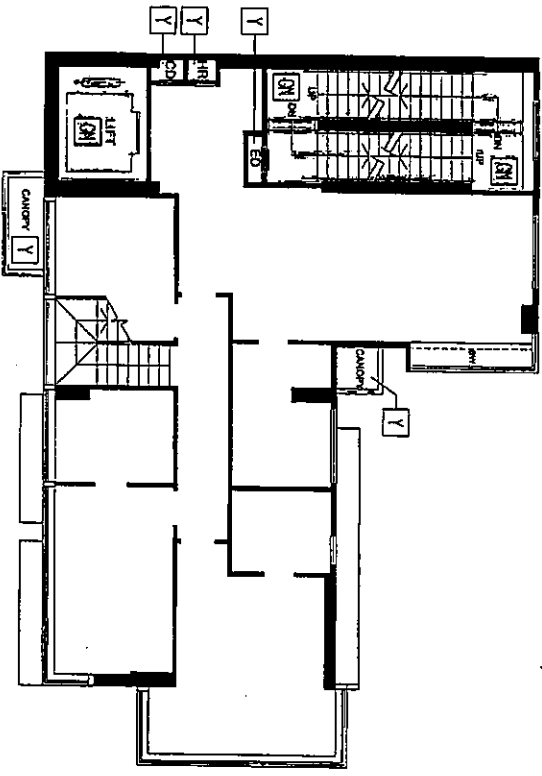


EUGENE TERRACE AT 2A EARL STREET, KOWLOON

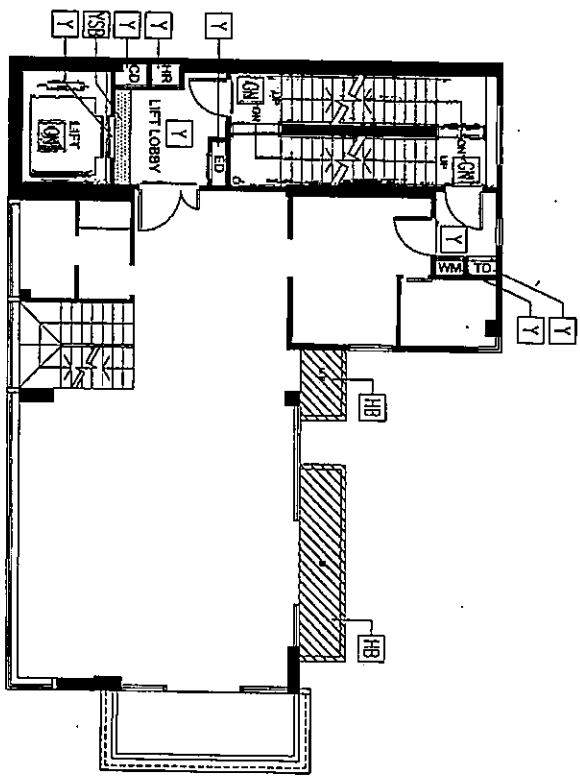
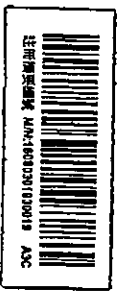


*[Signature]*  
 CHEUNG Kong Young  
 B.A. (A.S.) M. Arch. HKIA  
 Authorized Person (Architect)

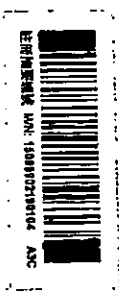




21ST FLOOR PLAN



22ND FLOOR PLAN



- Y - YELLOW BUILDING COMMON AREAS
- GY - GREY CARPARK COMMON AREAS
- GN - GREEN RESIDENTIAL COMMON AREAS
- NSB - YELLOW STRIPED BLACK AREAS BUILDING COMMON AREAS
- Hatched - HATCHED BLACK AREAS

EUGENE TERRACE AT 2A EARL STREET, KOWLOON



*[Signature]*

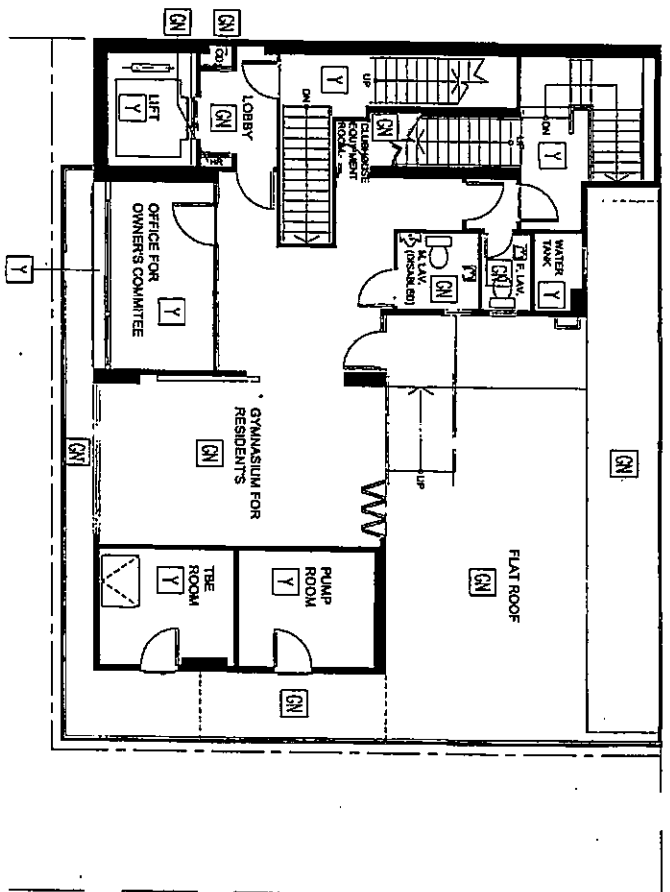
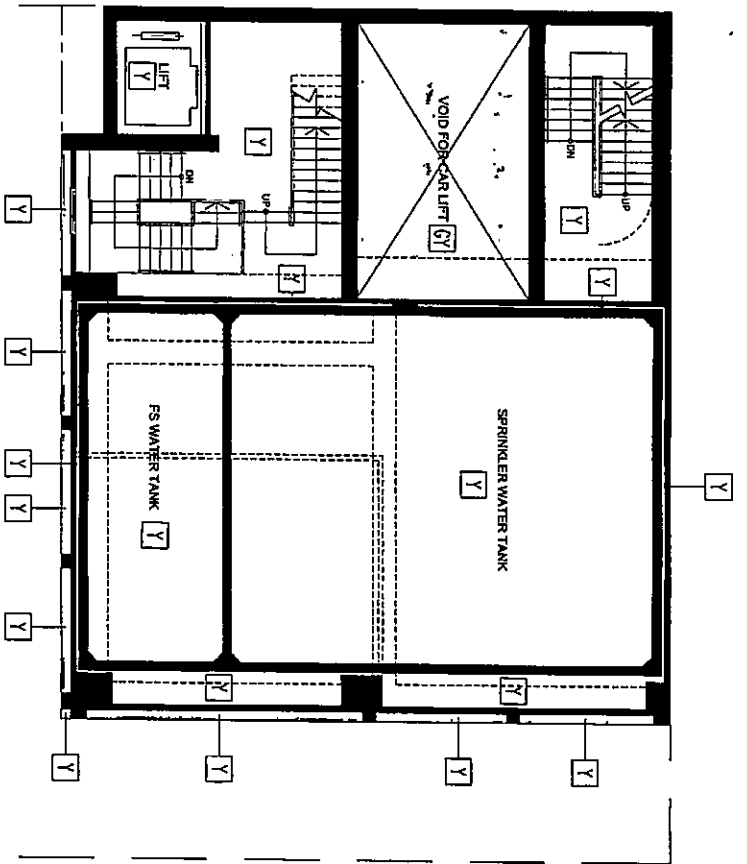
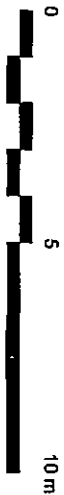
CHEUNG Kong Yung  
 B.A. (A.S.) M. Arch. HKIA.  
 Authorized Person (Architect)

- Y - YELLOW BUILDING COMMON AREAS
- GY - GREY CARPARK COMMON AREAS
- GN - GREEN RESIDENTIAL COMMON AREAS
- NSB - YELLOW STIPPLED BLACK AREAS BUILDING COMMON AREAS
- Hatched - HATCHED BLACK AREAS

**PLAN AT LEVEL 26.7**



**EUGENE TERRACE AT 2A EARL STREET, KOWLOON**



**5TH FLOOR PLAN  
(4TH OMITTED)**



CHENG Kong Yung  
B.A.(S), M. Arch. HKU.  
Authorized Person (Architect)