

T H I S        D E E D        is made the 16<sup>th</sup> day of November  
One thousand nine hundred and eighty seven  
BETWEEN CROYDEN LIMITED whose registered office is situate at 819  
Swire House, Chater Road, Hong Kong (hereinafter called "the  
Registered Owner" which expression shall where the context so admits  
include its successors in title and assigns and persons deriving  
title under or through it or them) of the first part, CHIANG YUM MING  
(蔣任明) Gentleman and WONG FUNG OI (黃逢愛) Married Woman both of Flat B  
on 5th Floor of Block 4 of Sun Shing Centre, Kowloon City Road, Kowloon, Hong Kong  
(hereinafter called "the First Purchaser" which expression shall  
where the context so admits include his executors administrators and  
assigns) of the second part and CHINNEY PROPERTY MANAGEMENT LIMITED  
whose registered office is situate at Unit A on 18th Floor of CDW  
Building, No.388 Castle Peak Road, Tsuen Wan, New Territories, Hong  
Kong (hereinafter called "the Manager" which expression shall where  
the context so admits include its successors and assigns) of the  
third part.

W H E R E A S :-

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

"The Lot"        Kowloon Inland Lot No.6279 and the  
Extension Thereto.

"Crown Grant"    The Crown Grant document or documents  
of title setting forth the rights and  
entitlements granted by the Crown in  
respect of the Lot and in particular  
the lease term entitlement, namely,  
the Crown Lease of Kowloon Inland Lot  
No.6279 dated the 11<sup>th</sup> day of

February, 1953 made between Her Majesty Queen Elizabeth II of the one part and Jack Man Eng of the other part for a term of 75 years from the 11th day of June, 1951 with a right of renewal for one further term of 75 years Together with the Extension Thereto granted by the Crown under and by virtue of an Extension Letter dated the 13th day of July, 1955 known and registered in the Land Office as Conditions of Extension No.5354 as varied or modified by two several Deeds of Variation of the said Crown Lease and the Extension thereto respectively registered in the Land Office by Memorial Nos.2109346 and 2812235.

"Estate"

The whole of the development on the Lot known as "SUN SHING CENTRE ( 新城中心 )" including all commercial and domestic buildings thereon.

"Approved Plans"

The plans for the development of the Lot and/or any amendments thereto duly approved under Reference No.BLD (B) 2/4058/84.

"Domestic Development"

All the four Blocks erected on the Lot intended for domestic use in accordance with the Approved Plans.

"Commercial"

Such part of the Podium intended for

Development"	commercial use in accordance with the Approved Plans.
"This Deed"	This Deed of Mutual Covenant.
"undivided part(s) or share(s)"	Any, or where the context requires, all those equal undivided parts or shares of and in the Lot and the Estate allocated in manner described in the Schedule hereto.
"A Flat"	A unit of domestic accommodation including the portion of flat roof thereof (if any) or any bay window area or room in a Block intended for domestic use by an Owner and/or any other part or parts of a Block to which equal undivided parts or shares of and in the Lot and the Estate have been or may be allocated and the exclusive right to the use occupation and enjoyment of which belongs or is capable of being assigned to an Owner.
"A Shop"	A unit of commercial space including the two Cinemas/Theatres in the Commercial Development to which equal undivided parts or shares of and in the Lot and the Estate have been or may be allocated and the exclusive right to the use occupation and enjoyment of which belongs or is capable of being assigned to an Owner.
"Unit(s)"	All areas or spaces in the Lot and the Estate including any shop or flat or

car park to which equal undivided parts or shares of and in the Lot and the Estate have been or may be allocated and the exclusive right to the use occupation and enjoyment of which belongs or is capable of being assigned to an Owner.

"Buildings" All buildings and other structures in or upon the Lot and in the singular means any building on the Lot.

"Blocks" Those four domestic buildings constructed above the Podium in accordance with the Approved Plans comprising residential flats for domestic use and in the singular means any Block of domestic building on the Lot.

"The Podium" The podium erected on the Lot in accordance with the Approved Plans comprising two cinemas/theatres and shops for commercial use and the Car Port.

"Roof" The area on top of a Block.

"The Car Port" The spaces for five car parks on the Ground Floor Level of the Podium designated for loading and unloading and for parking of vehicles.

"Car Parks" The car parking spaces in the Car Port.

"Owner(s)" The Registered Owner, the First Purchaser and any person in whom for

the time being the legal estate in any equal undivided parts or shares of and in the Lot and the Estate is vested and his executors administrators successors and assigns and every joint tenant, tenant in common, mortgagee or chargee of any such undivided parts or shares and references to the Owner or Owners of any part of the Estate shall mean the Owner or Owners for the time being whose undivided parts or shares entitle him or them to the exclusive right to use occupy and enjoy a specific part or parts of the Estate.

**"Cinemas/  
Theatres"**

The two mini cinemas/theatres erected on the Podium.

**"The Manager"**

Chinney Property Management Limited or any other manager of the Lot and the Estate appointed pursuant to this Deed.

**"Estate  
Common Areas"**

Walkways, Refuse Chambers, Common Staircases, Sump and Pump Room, Public Toilets (if any), Sub-Structures and Foundations and any parts of the Estate for the use and benefit of the Estate and not for the exclusive use of the Podium or any Block or any one Owner.

**"Estate  
Common  
Facilities"**

(a) Such of the sewers, drains, water courses, pipes, channels, gutters, wells (if any), water

tanks, power transmission lines, wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and/or the Estate through which fresh water or salt water, sewage, gas, electricity, telephone and any other services are supplied to the Lot and/or the Estate or any part or parts thereof;

- (b) Lamp posts and other lights on or along or in the Estate Common Areas;
- (c) Fire fighting equipment and installations; and
- (d) Any facilities installed in the Lot and/or the Estate for the use and benefit of the Estate and not for the exclusive use of the Podium or any Block or any one Owner.

"Podium Common Areas and Facilities"

- (a) Firemen or goods lifts and their lobbies (if any);
- (b) Sprinkler Tank;
- (c) Lavatories;
- (d) Entrances of the Podium and their lobbies;
- (e) Common Staircases;
- (f) Water pipes, drains, wires and

cables in the Podium Common Areas  
and serving exclusively the  
Podium;

- (g) Refuse Store Chambers;
- (h) Transformer Rooms;
- (i) Switch Rooms;
- (j) Pump Rooms;
- (k) Lighting of the Podium Common  
Areas;
- (l) Ramps; and
- (m) Any parts of the Podium or  
facilities installed therein for  
the use and benefit of the Podium  
exclusively and not for the  
exclusive use of any one Owner.

"Block's  
Common Areas  
and  
Facilities"

- (a) Roofs of all the Blocks and Lift  
Motor Rooms thereon;
- (b) Common Staircases in the Blocks;
- (c) Lifts in the Blocks;
- (d) The entrances and their lobbies  
on all the Blocks;
- (e) The corridors and common passages  
of the Blocks;
- (f) The water tanks, water pipes,  
drains, wires and cables inside  
the Blocks;
- (g) the communal television antennae  
for the use and benefit of the  
Blocks;
- (h) Public lighting inside the  
Blocks;

- (i) Closed circuit T.V. system  
intercom for security (if any);
  - (j) The Transformer Room, CO2 Rooms,  
Switch Rooms and Pump Room; and
  - (k) Any parts of the Blocks or  
facilities installed therein for  
the use and benefit of the Blocks  
exclusively and not for the  
exclusive use of any one Owner.
- "The Car Port  
Common  
Facilities"
- (a) Water pipes, drains and wires and  
cables in the Car Port;
  - (b) Lighting of the Car Port; and
  - (c) Any facilities installed for the  
use and benefit of the Car Port  
exclusively and not for the  
exclusive use of any one Owner.
- "Management"
- All duties and obligations to be  
performed and observed by the Manager  
pursuant to this Deed.
- "maintain"
- Repair uphold support rebuild overhaul  
pave purge scour cleanse employ amend  
keep replace decorate and paint or  
such of the foregoing as may be  
necessary or applicable in the  
circumstances and in the interest of  
good estate management and  
"maintenance" shall be construed  
accordingly.
- "Estate  
Expenses"
- The expenses of running and managing  
the Estate to be borne by the Owners  
as provided by this Deed.

"Manager's Remuneration"	The remuneration of the Manager as provided by this Deed.
"Management Expenses"	The costs, charges and expenses for the management and maintenance of the Lot and the Estate as provided by this Deed.
"Management Funds"	All moneys received recovered or held by the Manager for the use and benefit of the Lot and the Estate pursuant to this Deed.
"Vehicles"	All mechanically propelled vehicles and bicycles.
"Improvement Fund"	A fund to be established by the Manager for the improvement or replacement of the services and facilities of the Lot and the Estate.
"Estate Rules"	The rules and regulations governing the Estate from time to time in force made pursuant to this Deed.
"Block Rules"	The rules and regulations governing a Block from time to time in force made pursuant to this Deed.
"Podium Rules"	The rules and regulations governing the Podium from time to time in force made pursuant to this Deed.
"Car Port Rules"	The rules and regulations governing the Car Port from time to time in force made pursuant to this Deed.
"Estate Owners' Committee" or "Committee"	A Committee of all the Owners of the Lot and the Estate established under the provisions of this Deed.

"Month"	Calendar month by European reckoning.
"Occupation Permit"	A temporary or permanent occupation permit issued by the Building Authority.
"Government"	The Hong Kong Government.
"Relevant Authority"	All governmental departments or others acting under or with the authority of the Hong Kong Government.

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

The Lot	(2) Immediately prior to the assignment to the First Purchaser hereinafter referred to the Registered Owner was the registered owner of the Lot created by the Crown Grant for a term of 75 years commencing from the 11th day of June, 1951 with a right of renewal for one further term of 75 years subject to payment of the rent and to the observance and performance of the terms and conditions therein reserved and contained.
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Construction of the Estate	(3) The Registered Owner has constructed on the Lot the Estate known at the date hereof as "SUN SHING CENTRE ( 新城中心 )" at Kowloon City Road, Kowloon in accordance with the Approved Plans.
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Division and allocation or shares	(4) For the purposes of sale the Lot and the Estate have been notionally divided into 5,500 equal undivided parts or shares which have been allocated in manner described and contained in the Schedule hereto.
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Assignment to First Purchaser	(5) By an Assignment bearing even date herewith and made between the Registered Owner of the one part
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and the First Purchaser of the other part the Registered Owner assigned unto the First Purchaser All Those 14 equal undivided 5,500th parts or shares of and in the Lot and the Estate together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat B on the Fifth Floor of Block 4 of the Estate.

Purpose of  
this Deed

(6) The parties hereto have agreed to enter into this Deed for the purpose of making provision for the Management, maintenance, insurance and servicing of the Lot and the Estate, and their equipment, services and apparatus and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate.

NOW THIS DEED WITNESSETH as follows :-

#### SECTION I

The part of  
the Estate  
to which the  
Registered  
Owner shall  
have  
exclusive  
use, etc.

1. The Registered Owner shall at all times hereafter for the residue of the term of 75 years commencing from the 11th day of June, 1951 with a right of renewal for one further term of 75 years subject to and with the benefit of the Crown Grant have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser All That the Estate (save and except the said Flat B on the Fifth Floor of the said Block 4 thereof) together with the appurtenances thereto and the entire rents and profits thereof.

The part of  
the Estate  
to which the  
First  
Purchaser

2. The First Purchaser shall at all times hereafter for the residue of the said term of 75 years with such right of renewal for a further term

shall have  
exclusive  
use, etc.

of years as aforesaid subject to and with the benefit  
of the Crown Grant have the full and exclusive right  
and privilege to hold use occupy and enjoy to the  
exclusion of the Registered Owner All That said Flat B  
on the Fifth Floor of Block 4 of the Estate  
Together with the appurtenances thereto and the  
entire rents and profits thereof.

Easements  
rights and  
privileges  
of Owners

3. Each equal undivided part or share of and  
in the Lot and the Estate and the full and exclusive  
right and privilege to hold use, occupy and enjoy any  
part of the Estate shall be held by the person or  
persons from time to time entitled thereto subject to  
and with the benefit of the easements, rights,  
privileges and obligations herein contained.

Owners  
bound by  
covenants,  
etc.

4. The Owners shall at all times hereafter be  
bound by and shall observe and perform the covenants,  
provisions and restrictions herein contained and the  
benefit and burden thereof shall be annexed to every  
part of the Lot and the Estate and the undivided  
parts or shares therewith. The Conveyancing and  
Property Ordinance Cap.219 and any statutory  
amendments, modifications or re-enactments thereof  
for the time being in force shall apply to these  
presents.

Rights of  
Owners to  
assign, etc.

5. 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  
equal undivided parts or shares in any way whatsoever  
and without the necessity of making such other Owners  
or other persons a party to the transaction to sell,  
assign, mortgage, lease, licence or otherwise dispose

of or deal with his share or interest in the Lot and the Estate together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Estate which may be held therewith but any such sale, assignment, mortgage, lease or licence shall be expressly subject to and with the benefit of this Deed.

Right to enjoyment of the Lot and the Estate not to be dealt with separately from undivided parts or shares

6. The right to the exclusive use occupation and enjoyment of any part of the Lot or the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the undivided parts or shares with which the same are held Provided Always that the provisions of this Clause shall not extend to any lease or tenancy the terms of which shall not exceed 10 years.

7. There is reserved unto the Registered Owner its successors and assigns the following rights and privileges :-

Right to change Estate name

(a) The Registered Owner reserves the right to change the name of the Estate at any time and shall not be liable to any Owner or other person having an interest in the Estate for any damages, claims, costs or expenses resulting therefrom or in connection therewith.

Right to define and designate common areas and facilities

(b) The Registered Owner reserves the right to define and designate any or all of the Estate's, Block's, Podium's and Car Port's common areas and facilities.

Right to deal with and allocate the

(c) The Registered Owner shall at all times hereafter but subject to this Deed have the

Right to use  
Common Areas  
of Block

1. Full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all persons having the like right) to go, pass and repass over and along and use such of the Block's Common Areas and Facilities as form part of the Block of which the Flat owned by him is situated for all purposes connected with the proper use and enjoyment of such Flat subject to the Block Rules (if any).

Right to use  
Common Areas  
of the Estate

2. Full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along and use the Estate Common Areas and Estate Common Facilities save only those forming part of any Shops in the Commercial Development and those forming part of any Block (other than the Block of which his Flat forms part) for all purposes connected with the proper use and enjoyment of the Flat owned by the Owner subject to the Estate Rules (if any).

Right to  
support

3. The right to subjacent and lateral support from other parts of the Buildings in which the Flat owned by the Owner is situated and from the Estate Foundations and all other parts of the Estate.

Passage of  
water, etc.

4. The free and uninterrupted passage and running of water, sewage, gas, electricity and any other services from and to the Flat owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Lot and the Estate for the proper use and enjoyment of

Right to  
erect or affix  
advertising  
signs, etc.

interfere with the enjoyment of the Units  
in the Estate.

- (b) the exclusive right to use the external  
walls, side walls, canopies and Roofs of  
the Estate or any part or parts thereof for  
advertising purposes and to display,  
install, erect, affix or permit to be  
displayed, installed, erected or affixed  
thereon and thereto such advertising  
signboards, placards, posters and other  
advertising signs or structures whatsoever  
(whether illuminated or not) subject to the  
approval of the Relevant Authority  
concerned and with the right to remove,  
repair, maintain, service or replace the  
same provided that the same shall not  
unduly interfere with the enjoyment of the  
Units in the Estate.

## SECTION II

### EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH EQUAL UNDIVIDED PART OR SHARE IN THE LOT AND THE ESTATE

#### A. Domestic Development

Owner to  
have benefit  
of easements,  
etc.

Easements, rights and privileges the  
benefit of which is held with each undivided part  
or share and with the exclusive right and privilege  
to hold use occupy and enjoy each Flat Subject to the  
Estate Block and other Rules and subject to the  
payment by the Owner of his due proportion of the  
Management Expenses and Manager's Remuneration as  
herein provided :-

Right to use  
Common Areas  
of Block

1. Full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all persons having the like right) to go, pass and repass over and along and use such of the Block's Common Areas and Facilities as form part of the Block of which the Flat owned by him is situated for all purposes connected with the proper use and enjoyment of such Flat subject to the Block Rules (if any).

Right to use  
Common Areas  
of the Estate

2. Full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along and use the Estate Common Areas and Estate Common Facilities save only those forming part of any Shops in the Commercial Development and those forming part of any Block (other than the Block of which his Flat forms part) for all purposes connected with the proper use and enjoyment of the Flat owned by the Owner subject to the Estate Rules (if any).

Right to  
support

3. The right to subjacent and lateral support from other parts of the Buildings in which the Flat owned by the Owner is situated and from the Estate Foundations and all other parts of the Estate.

Passage of  
water, etc.

4. The free and uninterrupted passage and running of water, sewage, gas, electricity and any other services from and to the Flat owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Lot and the Estate for the proper use and enjoyment of

the Flat owned by the Owner.

B. Commercial Development

Owner to have benefit of easements, etc. Easements, rights and privileges the benefit of which is held with each undivided part or share and with the exclusive right and privilege to hold use occupy and enjoy each Shop subject to the Estate and Podium and other Rules and subject to the payment by the Owner of his due proportion of the Management Expenses and Manager's Remuneration as herein provided :-

Right to use Common Areas of the Estate 1. Full right and liberty for the Owner for the time being his tenants, lessees, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along and use the Estate's, Podium's and Car Port's Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Shop owned by him subject to the Estate Rules, Podium Rules and Car Port Rules (if any).

Right to support 2. The right to subjacent and lateral support from the Buildings in which the Shop owned by the Owner is situated and from the Estate Foundations and all other parts of the Estate.

Free passage of water, etc. 3. The free and uninterrupted passage and running of water, sewage, gas, electricity and any other services from and to the Shop owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Lot and the Estate for the proper use and enjoyment of the Shop owned by the Owner.

C. Exclusion of Certain Rights

No rights  
unless  
expressly  
granted

The Owners shall have no right to enter upon any part of the Lot or the Estate save as expressly herein provided it being understood that all work necessary for the maintenance and repair of the Estate shall be carried out by the Manager who shall have the right to enter into or upon any part of the Lot and/or the Estate for that purpose as herein provided.

SECTION III

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH  
EACH EQUAL UNDIVIDED PART OR SHARE IN THE LOT AND THE  
ESTATE IS HELD

A. Domestic Development

Easement rights and privileges subject to which each undivided part or share and the exclusive right to hold use occupy and enjoy each Flat is held:-

Manager's  
right to  
inspect and  
maintain

1. The Manager shall have full right and privilege at all reasonable times on notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon each Flat for the purposes of inspecting, examining and maintaining such Flat or any Block of the Estate or any part or parts thereof or any Common Facilities therein or any other apparatus and equipment used or installed for the benefit of any Block or the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment.

Easements,

2. Easements rights and privileges over along

etc. and through each Flat equivalent to those set forth in Clauses 3 to 4 of Subsection A of SECTION II hereof.

B. Commercial Development

Owner to hold subject to easements, etc. Easements rights and privileges subject to which each undivided part or share and the exclusive right to hold use occupy and enjoy each Shop is held:-

Manager's right to inspect and maintain, etc. 1. The Manager shall have the full right and privilege at all reasonable times on notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon each Shop for the purposes of inspecting, examining and maintaining such Shop or any other part of the Podium or the Estate or any Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Podium or the Estate or any part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment.

Easements, etc. 2. Easements rights and privileges over along and through each Shop equivalent to those set forth in Clauses 2 to 3 of Sub-section B of SECTION II hereof.

C. Provisions Applicable to All Owners

Right of Manager to deal with Estate Common Areas 1. The Manager shall have full right and authority to negotiate with the Hong Kong Government or any Relevant Authority to surrender or dedicate the Estate Common Areas or any part thereof and/or to accept from the Hong Kong Government or any Relevant Authority such land in exchange or as addition to the

	Estate Common Areas as the Hong Kong Government or any Relevant Authority shall grant upon such terms and conditions as the Manager shall see fit.
Right of Manager to set aside Estate Common Areas for specific use	2. The Manager shall also have full right and authority to set aside any Estate Common Areas for specific use Provided That such specific use shall be for the benefit of the Estate.
Easements, rights, etc. reserved by the Crown Grants	3. The rights, privileges and easements reserved to the Crown by the Crown Grants.

#### SECTION IV

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

	A. <u>Provisions Applicable to all Owners</u>
Non-industrial Purposes	1. No part of the Lot or the Estate shall be used for any purposes other than non-industrial purposes.
User	2. (a) No part of any of the Blocks shall be used for any purpose other than for private residential purposes. (b) No part of the Podium shall be used other than for commercial purposes. (c) All that area on the Ground Floor Level of the Podium designated as car parks shall be used only for the purposes of parking and loading and unloading of vehicles. (d) No part of the Buildings shall be used to carry on any trade or business of a Brazier Slaughterman Soap-maker Sugar-baker Fellmonger Melter of tallow Oilman Butcher Distiller Blacksmith Nightman Scavenger or

as a coffin shop or funeral parlour or any other noisy noisome or offensive trade or business whatever without the previous licence, consent and/or waiver of the Manager and Relevant Authority signified in writing by any person duly authorized in that behalf.

- (e) No part of any of the Blocks shall be used as an inn, hotel, boarding house, apartment house (公寓), lodging house, dance hall, ball room, music hall, cabaret, buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)".

Assignments to contain covenant to notify Manager of change of ownership

3. Every assignment of any undivided part or share of and in the Lot and the Estate shall contain an express covenant by the Purchaser thereof to notify the Manager of any change of ownership within one month from the date of the Agreement for Sale and Purchase and in any event not later than 7 days prior to completion.

To discharge taxes, etc.

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

To pay Manager's Remuneration and Management Expenses

5. Each Owner shall pay to the Manager on the due date the Manager's Remuneration and Management Expenses as herein provided.

No Structural

6. No Owner shall make any structural

alterations affecting other parts of the Lot or the Estate

alterations to any part of the Lot or the Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Estate whether in separate or common occupation nor will any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Estate's, Block's, Podium's and Car Port's Common Areas or any of such Common Facilities or any equipment or apparatus on in or upon the Lot or the Estate not being equipment or apparatus for the exclusive use and benefit of any such Owner.

No contravention of the Crown Grant or acts affecting insurance

7. No Owner will do or permit or suffer to be done any act or thing in contravention of the terms and conditions in the Crown Grant or whereby any insurance on the Lot or the Estate or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay the amount of any increase in premium caused by or on account of such breach.

To indemnify other Owners

8. Each Owner shall be responsible for and shall indemnify all 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 such Owner or any occupier or any person using any part or parts of the Estate owned by him with his consent express or implied or by or through or in any way owing to the overflow of water therefrom.

To be  
responsible  
for occupants

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

No partition-  
ing of Lot  
and/or Estate

10. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot and/or the Estate.

No inter-  
ference with  
maintenance  
of Estate

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

To keep in  
good repair

12. Each Owner shall maintain in good repair and condition to the satisfaction of the Manager and in such a manner so as to avoid any loss, damage,

nuisance or annoyance to the Owners or occupiers of any other part or parts of the Estate that part or parts of the Estate in respect of which he is entitled to exclusive possession.

Not to use the Estate for illegal or immoral purpose or cause nuisance

13. No Owner will use or permit or suffer any part of the Estate owned by him to be used for any illegal or immoral purposes nor will 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.

User, etc. to be in accordance with Building and other Regulations

14. No Owner shall use or permit or suffer any part of the Estate owned by him to be used except in accordance with the Occupation Permit or any applicable Building Laws or other Regulations or permit, consent or requirement of any Relevant Authority from time to time applicable thereto.

Not to obstruct Common Areas

15. No part of the Estate's, Block's, Podium's and Car Port's Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon nor shall any part of such Common Areas be used for any business (including hawking) or private purpose and no Owner will do or suffer or permit to be done anything in such Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Estate.

Use of garbage disposal areas

16. The garbage disposal areas shall be used only in the manner prescribed by and subject to the Estate Rules.

No right to

17. No Owner shall have the right to enter

interfere  
with  
equipment

into, alter, repair, connect to or in any other way interfere with or affect the working of the lifts, machine rooms, public lighting, transformer rooms, pump rooms, pumps, apparatus, fire fighting services and installations and the Estate's, Block's, Podium's and Car Port's Common Facilities without the previous written consent of the Manager.

Use of  
aerials

18. No Owner shall be entitled to connect to any aerial installed by the Manager except with the permission of the Manager and in accordance with any Estate or Block Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of any Building.

External  
signs

19. Save as provided in Clause 8 of SECTION I hereof no external signs, signboards, notices, advertisements, flags, banners, poles, cages or other projections or structures whatsoever extending outside the exterior of any Building shall be erected, installed or otherwise affixed or projected from any Building or any part thereof without the prior written consent of the Manager. Any such approval may given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

Advertising,  
signs, etc.  
inside the  
Buildings

20. No advertisement sign bill placard or notice shall be displayed or permitted to be displayed outside any Unit without the prior written approval of the Manager save for the usual shop fascia boards and advertising material affixed to the interior of any windows in the Shops or small name plates outside the door entrance of Units giving the

Owner's or occupier's name. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

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| Not to alter external appearance of Buildings                     | 21. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of any Building without the prior consent in writing of the Manager.  |
| Not to litter, etc.   | 22. No Owner shall throw out or discard or litter or permit or suffer to be thrown out or discarded from any part of the Estate owned by him any refuse, rubbish, litter or other article or thing whatsoever except by using the facilities (if any) provided for the disposal thereof.  |
| To observe Estate and other Rules                                 | 23. All Owners and occupiers shall at all times observe and perform the Estate Rules, the Block Rules, the Podium Rules and the Car Port Rules.   |
| Not to cause damage by installation and removal of fixtures, etc. | 24. Each Owner may at his own expense install in the part or parts of the Estate owned by him such additions, improvements, fixtures, fittings and decoration and remove the same provided however that no such installation or removal shall cause any structural damage or interfere with the use or enjoyment of the other parts of the Estate and Provided further that all permits or consents required in respect of such additions, improvements, or other work have been first had and obtained. In the event any Owner shall install or erect any addition or improvements without having obtained all permits and consents therefor, the Manager shall be entitled to remove the same at the cost of such |

Owner, and the Owner shall indemnify all other owners or occupiers of the Estate in respect of any costs, damages, claims or expenses arising out of or in connection with such work as aforesaid.

Liability of Owners for installation of signs, etc.

25. Each Owner shall be solely responsible for and shall indemnify all other Owners and the Manager from all loss, damages, costs and expenses arising directly or indirectly from the installation, erection, attachment, affixing of, use, or removal whether by him, his agent, tenant or occupier, of any signs, signboards, notices, advertisements, flags, banners, poles, cages and other structures or fixtures whatsoever on the exterior or interior of the Buildings and/or for any defects in and/or non-repair thereof.

Hanging of laundry

26. No clothing or laundry shall be hung outside any Building other than in the spaces specifically provided therefor nor in the Estate's, Block's, Podium's and Car Port's Common Areas or any part or parts thereof.

Not to interfere with flushing or drainage systems

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

Dogs

28. No Owner shall bring on to or keep on or in the Commercial Development any dogs of any type whatsoever provided always that the foregoing shall not apply to guide dogs required for blind persons who may be brought into the Estate with the written consent of the Manager.

B. Provisions Applicable to Owners of Domestic  
Flats Only

- User, etc. 1. All Flats shall be used for domestic purposes only and in particular shall not be used as an apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles. No partitioning shall be erected or installed 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.
- Use of Roofs and Flat Roofs 2. No Owner (except the Owners having the exclusive right to occupy the Flat Roofs) shall have the right to use the Flat Roofs of the Buildings or part thereof except only for escape in the event of fire or emergency. Subject to the rights of the Registered Owner, its successors and/or assigns mentioned in Clause 8 of SECTION I hereof, no Owner shall erect or place or cause or permit to be erected or placed any advertising sign or other structure whatsoever on any of the Roofs, canopies or Flat Roofs of the Buildings or any part thereof and the Manager shall have the right to remove anything erected or placed on any Roof, canopy or Flat Roof in contravention of this provision at the costs and expenses of the Owner in breach.
- Access to roofs to remain unobstructed 3. Access to the Roofs shall at all times remain open and unobstructed.
- Grilles or shutters 4. 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

Flat any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over through and along any of the Block's Common Areas. The design and specifications of any metal grille or shutter or gate shall be standardised throughout the Blocks and every Owner shall first obtain the approval in writing of the Manager prior to the installation thereof.

No advertising  
or sign

5. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached to or on or to be displayed outside any Flat any advertising or other sign of any description (except a small name plate outside the entrance door 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.

Not to store  
dangerous  
goods

6. No Owner shall store or permit to be stored in any Flat any dangerous goods (as defined in Section 3 of The Dangerous Goods Ordinance any regulation made thereunder and any amending legislation), or any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

Gas/electric  
water heaters

7. The types of gas or electric water heater to be installed in each Flat shall be approved by the

Water Authority and/or the company supplying the electricity or gas.

C. Provisions Applicable to Owners of Shops Only

Not to sell or store dangerous goods, etc.

1. No dangerous goods (as defined in Section 3 of The Dangerous Goods Ordinance any regulation made thereunder and any amending legislation) shall be stored or permitted or suffered to be stored or sold or permitted to be sold in any part of the Commercial Development. Other hazardous, dangerous or combustible materials, not falling within the definition of Section 3 of the said Dangerous Goods Ordinance, shall be stored or permitted to be stored or sold or permitted to be sold in the Commercial Development only with the written consent of the Manager and then only subject to compliance with all requirements which may be imposed by the Manager or any Relevant Authority or any legislation affecting the same.

Facade of Commercial Units

2. The design of all facades or exteriors of the Shops and all changes or additions thereto shall first be approved in writing by the Manager.

Grilles or shutters

3. 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 Shop any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over through and along any of the Podium's Common

Areas. The design and specifications of any metal grille or shutter or gate shall first be approved in writing by the Manager prior to installation thereof.

Manager to  
approve  
advertising  
and signs

4. No advertising or other signs shall be exhibited from the exterior of any Shop without the prior approval in writing of the Manager. The Owner shall be solely responsible for and shall indemnify all other Owners and occupiers and the Manager from all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the installation, use or removal of any sign exhibited by him on or from any Shop or any defect therein or the non-repair thereof.

Fan coils and  
ductings

5. Any replacement, repair and relocation of the fan coils and ductings in the Shops shall be subject to the prior written approval of the Manager and shall be undertaken by a contractor first approved by the Manager.

## SECTION V

### MANAGEMENT OF THE ESTATE

#### A. General

Management  
of the  
Estate

1. The Management of the Lot and the Estate shall be undertaken by Chinney Property Management Limited as the Manager thereof for the term of FIVE YEARS commencing from the date of issue of the Occupation Permit in respect of any part of the Estate (hereinafter called "the said term") subject to the provisions of Clause 2 of Subsection A of SECTION V and Clause 16 of SECTION VII hereof and each Owner hereby irrevocably appoints the Manager as Attorney to enforce the provisions of this Deed, and

each Owner hereby covenants not to enforce the terms of this Deed otherwise than through the Manager.

Appointment  
of Manager

2. During the said term, the said Chinney Property Management Limited may at any time appoint another manager in its place (hereinafter called "the assignee"), whose appointment shall be conclusive and binding on the Owners. Such appointment may be by notice in writing given to the Owners or the Estate Owners' Committee. The said Chinney Property Management Limited and/or the assignee may resign as Manager at any time during the said term by giving to the Owners or the Estate Owners' Committee not less than six months notice in writing of such intention. In the event that the said Chinney Property Management Limited resigns without appointing another manager or it or the assignee is wound up or a receiving order is made against it or the assignee or the said term of the Manager expires under this Deed, then the Estate Owners' Committee shall appoint another manager or incorporate a body corporate of the Owners in accordance with the provisions of Clause 16 of SECTION VII hereof.

Powers and  
duties

3. The Manager shall be bound by and shall observe and perform all of the conditions, duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

Commencement  
of duties

4. The obligations of the Manager to provide Management in respect of any part of the Estate shall commence from the date when an Occupation Permit is issued in respect of such part.

B. Powers and Duties of Manager

General  
duties

1. During the said term the Manager will manage the Estate in a proper manner and in accordance with the Crown Grant and this Deed and, except as otherwise herein expressly provided, the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper Management of the Estate. Without in any way limiting the generality of the foregoing the Manager shall have the following powers :-

Inspection  
Report

(a) (i) At such times as the circumstances requires to employ a competent and qualified person or persons to inspect the entire Estate (save only the interior of the Flats or Shops) the Estate Foundations and the Estate's, Block's, Podium's and Car Port's Common Areas and Common Facilities and to prepare a report of such inspection which report will be kept at the Manager's office in the Estate and will be open to inspection by all Owners and tenants of any part of the Estate and the Manager will furnish to any such Owner or tenant on request a copy of such report at a reasonable charge;

Periodic  
Inspection

(ii) To inspect and examine the entire Estate including the interiors of Flats and Shops and including the

Estate's, Block's, Podium's and Car  
Port's Common Areas and Common  
Facilities at reasonable periodic  
intervals.

To maintain  
Estate

- (b) To put in hand and ensure the satisfactory completion of work necessary to maintain any and every part of the Estate including the Estate Foundations and all the Estate's Common Areas and Common Facilities so as to ensure that the same are maintained in a good, clean and safe condition at all times and in accordance with the Crown Grant whether it is the responsibility of the Registered Owner (excluding its assigns) or the owners for the time being and for this purpose to employ reputable and competent contractors and workmen.

To paint,  
white-wash,  
etc.

- (c) To paint white-wash tile or otherwise treat as may be appropriate the Block's exterior and Common Areas and the Estate's, Podium's and Car Port's Common Areas at such intervals as the same may reasonably require to be done.

To replace  
glass

- (d) To replace any glass in the Estate's, Block's, Podium's and Car Port's Common Areas that may be broken.

Lighting

- (e) To keep all the Estate's, Block's, Podium's and Car Port's Common Areas well lighted.

Ventilation

- (f) To keep in good order and repair the ventilation of the enclosed Estate's, Block's, Podium's and Car Port's Common

Areas of the Estate.

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| Cleaning                               | (g) | To keep the Estate and all parts thereof in a clean sanitary and tidy condition.   |
| Refuse                                 | (h) | To prevent any decaying, noisome, noxious, excrementitious or other refuse matter from being deposited on the Estate or any part thereof and to remove all the refuse from all parts of the Estate and arrange for its disposal at such regular intervals and to maintain either on or off the Estate refuse collection facilities.  |
| To prevent obstruction of Common Areas | (i) | To prevent the obstruction of all Estate's, Block's, Podium's and Car Port's Common Areas and any merchandise goods stores carts vehicles bicycles perambulators or any other thing whatsoever placed or left therein or thereon which may or shall cause obstruction or which may or shall constitute an impediment to or interference with any lawful use of such Common Areas and to remove any article or thing causing the obstruction impediment or interference and the Owner or Owners causing such obstruction impediment or interference shall on demand pay the cost of such removal. |
| To keep sewers, etc. clear             | (j) | To keep all the common sewers, drains, watercourses and pipes free and clear from obstructions.  |
| Estate Common Facilities               | (k) | To keep all Estate Common Facilities in good condition and working order.  |

Plant and  
machinery, etc.

- (1) To keep all plant, machinery and equipment including but without limiting the generality of the foregoing, all lighting equipment, fire fighting equipment and installation, sprinkling systems, lifts and lift shafts in good condition and working order and, in the case of lifts, in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any plant, machinery or equipment.

To prevent  
obstruction  
or damage to  
Government  
property

- (m) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto 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 Government property or other drains, waterways, water-courses, 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 to the satisfaction of the Relevant Authority as the circumstances

require..

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|-------------------------|-----|---|
| Unauthorised structures | (n) | To remove any installation, signboard, advertisements, flags, banners, poles, cages, sunshade, bracket, fittings, projections or structures whatsoever or any other things in or on the Buildings or any part or parts of the Estate which have been erected in contravention of the terms of the Crown Grant, this Deed and/or without the written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damage thereby caused. |
| Fire fighting           | (o) | To provide and maintain such fire and safety installations as the Director of Fire Services may deem necessary.   |
| Security                | (p) | To provide watchmen, porters and caretakers and to maintain any security installations.   |
| Access                  | (q) | To ensure adequate and uninterrupted access for fire, ambulance, police and other emergency appliances vehicles and personnel to the Buildings and the Estate to the satisfaction of the Relevant Authority and to comply with the requirements of the Relevant Authority regarding safety regulations.   |
| Vehicles                | (r) | To manage, control and maintain the parking   |

- of cars and other vehicles, the loading and unloading of goods, and the flow of vehicular traffic, on or within the Estate.
- Aerials** (s) To install or contract for the installation of one or more wireless and/or television aerials to serve the Estate and the Buildings and to maintain and operate or contract for the maintenance and operation of the same.
- To maintain and improve services** (t) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Estate or for the better enjoyment or use of the Estate by its Owners occupiers and their licensees.
- To appoint Solicitors, etc.** (u) To appoint solicitors with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Estate or any part thereof for the purpose of Order 10 Rule 1 of the Rules of the Supreme Court (or any provision amending or in substitution for the same).
- To prevent unauthorised use of Common areas** (v) To prevent any person from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed any of the Estate's, Block's, Podium's and Car Port's Common Areas.
- To prevent hawking** (w) To prevent any hawker from carrying on business within the Estate and to remove

therefrom any hawkers found to be so doing.  
 Notices to the effect that hawking is prohibited within the Estate shall be displayed prominently by the Manager near all entrances to the Estate.

To comply with statutory requirements

(x) To take all steps necessary or expedient for complying with the Crown Grant and any statutory or governmental requirements concerning or relating to the Estate for which no Owner or tenant of the Estate is solely responsible.

To prevent breach of the Crown Grant

(y) To prevent and to take action to remedy any breach by any Owner or other person of any provisions of the Crown Grant.

To prevent alteration of Buildings, etc.

(z) To prevent any person from improperly using or detrimentally altering or injuring any part of the Buildings, the Estate or any of the equipment, apparatus, services or facilities thereof.

To collect moneys

(aa) To demand collect and receive all amounts payable by Owners under the provisions of this Deed.

To keep Estate etc. clean and to make rules and regulations

(bb) To keep the Estate's, Block's, Podium's and Car Port's Common Areas and all parts thereof in a clean sanitary and tidy condition and to make rules and regulations relating to the use and enjoyment of the same by the public and residents or occupants of the Estate and to enforce the said rules and regulations.

To pay outgoings

(cc) To pay and discharge out of all moneys so

collected all outgoings relating to the Management of the Estate or incurred by the Manager hereunder.

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|---------------------|--|
| Insurance           | (dd) To insure and keep insured the Lot and the Estate, the Estate's Common Areas and Common Facilities and all parts thereof against loss or damage by fire and such other risks and to effect public and/or occupiers' liability insurance and workmen's compensation liability in such amounts as the Manager may think fit, such insurance to be in the name of the Manager for and on behalf of itself as Manager and the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force. |
| Accounts            | (ee) To keep proper accounts of all expenditure incurred by and of all payments made to the Manager in relation to the exercise of its duties hereunder as hereinafter provided.   |
| To represent Owners | (ff) To represent the Owners in all matters and dealings with the Government of Hong Kong or any Relevant Authority or any utility or other competent authority or any other person whomsoever in any way touching or concerning the due Management of the Estate.   |
| Legal proceedings   | (gg) To commence, conduct, carry on and defend legal and other proceedings touching or concerning the Lot and the Estate the Domestic Development or the Commercial  |

Development or the Management thereof all  
in the name of the Manager.

To enforce the  
performance  
of this Deed

(hh) To enforce the due observance and  
performance by the Owners or any person  
occupying any part of the Estate through  
under or with the consent of any such Owner  
of the terms and conditions of this Deed  
and the Estate or Block, Podium and Car  
Port Rules made hereunder and to take  
action including the commencement and  
conduct 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  
and the registration and enforcement of  
charges as hereinafter mentioned.

To disconnect  
or discontinue  
service to  
defaulting  
Owner or  
Occupier

(ii) To disconnect or discontinue any services  
to any Unit of any Owner who defaults in  
payment of any amounts due under the  
provisions of this Deed or otherwise fails  
to observe and perform any of the terms and  
conditions herein contained upon giving 7  
days' notice to such Owner or Occupier and  
to forbid the persons in occupation of such  
Unit the use of the lifts and other  
services and amenities of the Estate until  
such breach has been rectified.

To post up  
names

(jj) To post up the name of any Owner tenant or  
occupier in default or in breach of the  
terms and conditions of this Deed as  
aforesaid together with particulars of the

default or breach on the public notice boards within the Estate.

Staff

(kk) To recruit and employ such staff as may from time to time be necessary to enable the Manager to comply with its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.

To answer enquiries, complaints, etc.

(ll) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate.

Promotions, etc.

(mm) To provide and maintain in respect of the Estate such promotions, advertising, public relations and general publicity as may be deemed necessary by the Manager.

To permit technicians, etc. to enter Lot and Estate

(nn) To permit or allow technicians, workers and all persons sent from public utilities companies or authorities to enter into any part of the Estate for the purpose of carrying out any excavation works for the installation or repairing of cable, wire, pipes or otherwise for the supply of electricity, water or gas to the Lot and the Estate and if necessary, to reinstate, repair and make good all affected parts of the Lot and the Estate after the completion of such works.

Matters

(oo) To do all such other things as are

incidental

reasonably required or incidental to the Management of the Estate in accordance with this Deed and the Crown Grant.

Estate and other Rules

2. The Manager shall have power from time to time to make, revoke and amend Estate Rules regulating the use operation and maintenance of the Estate and any of the Buildings, structures, facilities, services or amenities thereof and the conduct of persons occupying using or visiting the same and Block Rules regulating the use, operation and maintenance of any Block and any services, facilities or amenities thereof and the conduct of persons occupying, using or visiting the same and Podium Rules regulating the use operation and maintenance of the Podium and any services, facilities or amenities thereof and the conduct of persons occupying, using or visiting the same and Car Port Rules regulating the use, operation and maintenance of the Car Parks including the parking of bicycles and any services, facilities or amenities thereof and the conduct of persons occupying, using or visiting the same and such Estate Rules shall be binding on all the Owners of the Estate and their tenants, licensees, servants or agents and such Block Rules shall be binding on all Owners of Flats situate in the Block to which such Block Rules apply, their tenants, licensees, servants or agents and such Podium Rules shall be binding on all the Owners of the Podium and their tenants, licensees, servants or agents and such Car Port Rules shall be binding on all the Owners of the Car Parks and their tenants,

licensees, servants or agents. A copy of the Estate, Block, Podium and Car Port Rules from time to time in force shall be posted on the public notice boards in the Estate and a copy thereof shall be supplied to each Owner on request free of charge.

Acts of  
Manager  
binding

3. All acts and decisions of the Manager 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.

Extent of  
Manager's  
liability

4. Neither the Manager nor any servant agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or wilful negligence and the Owners shall fully and effectually indemnify the Manager and all such persons from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Lot and the Estate and the Buildings or any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith and not involving criminal liability, dishonesty or wilful negligence on the part of the Manager or any such person or persons aforesaid.

Proceedings

5. The Manager shall have power to commence

to enforce covenants, etc.

proceedings for the purpose of enforcing the observance and performance by any Owner or any person occupying any part of the Estate through, under or with the consent whether express or implied of any such Owner of the covenants, conditions and provisions of this Deed and of the Estate, Block, Podium and Car Port Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 3 of Sub-Section B of SECTION V hereof shall apply to all such proceedings.

Power of Entry

6. The Manager shall on giving notice to the Owner have the right and authority with or without workmen to enter into any Flat or Shop at reasonable hours (except in case of emergency) for the purpose of enforcing the powers or duties of the Manager.

Further contributions

7. If the total contributions to the Management Expenses payable to the Manager by the Owners on account shall be insufficient to cover all or any of the actual costs charges and expenses incurred then such Owners shall make further contributions to the Manager towards such expenses in the same proportion as the monthly contribution, payable by each of such Owners on account as mentioned in the last column of the Schedule hereto.

Surplus

8. If there should be any surplus after payment of all the costs charges and expenses then the surplus shall be held by the Manager in a bank account and shall only be applied by it in or towards payment of such costs charges and expenses in connection with the management of the Lot and the

power to  
vary contri-  
bution and to  
provide for  
reserve fund

Estate or any part thereof thereafter to become due.

9. The Manager shall have power to vary the amount of contribution to the Management Expenses to be made by each of the Owners for the time being as hereinbefore provided in accordance with the estimate of expenditure to be prepared by the Manager and the calculation thereof on the amount to be paid by each Owner for the ensuing year shall be binding and final against such Owner subject however to the provisions hereinbefore provided in respect of subsequent deficiency or surplus after the actual expenditure for that year is known. The Manager shall have the right to add to the amount to be contributed by an Owner an amount to be credited to a reserve fund for contingencies and the additional sum or the balance thereof determined to be payable by that Owner under the provisions hereof shall form part of the contributions of such Owner to the intent that the same shall be recoverable accordingly.

Power to  
revise  
estimate of  
expenditure

10. In the event of the Manager finding at any time that the estimate of expenditure is insufficient to cover all expenditure it shall prepare a revised estimate or estimates and the provisions of Clauses 7, 8 and 9 of Sub-section B of SECTION V hereof shall apply mutatis mutandis to the revised estimate or estimates which may be rendered necessary by the adoption thereof.

C. The Manager's Remuneration

Amount and  
increase of  
remuneration

1. The Manager shall be entitled to charge and be paid all disbursements and all out of pocket expenses properly incurred in the course of carrying

out its duties hereunder (including any extra costs of employees and agents incurred in recovering or attempting to recover arrears of Management Expenses from defaulting owners) and, in addition, the Manager may charge the Owners of the Estate a total sum equivalent to 15% (subject to increase hereinafter mentioned) of the total annual receipts from the Owners of the amount of contributions paid on account hereunder of the Management Expenses of the Lot and the Estate to be contributed or payable by each Owner in proportion to his share or contribution of the Management Expenses herein provided, by monthly payments payable in advance as the remuneration of the Manager for the performance of its duties herein, provided always the remuneration of the Manager may in addition to the increase due to increase in the said annual receipts be increased from time to time but such additional increase shall in no event exceed 1% per annum of such total annual receipts.

Remuneration to be exclusive of disbursements, etc.	2. The Manager's Remuneration as aforesaid shall be exclusive of disbursements for any staff, facilities, accountancy and secretarial services, or other professional charges or costs.
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Payment of Remuneration in advance	3. The Manager's Remuneration shall be paid by the Owners in advance on the first day of each month.
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D. Management Expenses

Each Owner to pay due proportion of Management Expenses	1. Every Owner shall contribute to the Management Expenses according to the number of undivided parts or shares held by him in the amount and proportion set out in the last column of the Schedule hereto subject to adjustment from time to
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time by the Manager Provided That if the total contributions receivable as aforesaid by the Manager shall be insufficient to meet the costs and expenses for such Management Expenses then the Owner will make good a due proportion of the deficiency by making a further contribution to the Manager; such further contribution being in the same proportion to the total deficiency as the contribution of the Owner to the overall costs calculated as aforesaid bears to the total of such overall costs.

Items  
included in  
the Manage-  
ment expenses

2. The Management Expenses shall cover all costs expenses and outgoings incurred in relation to the Management of the Lot and the Estate whether the Manager be obliged hereunder to incur such expenditure or not and including without limiting the generality of the foregoing the following items :-

- (a) The Crown Rent and all sums payable under the Crown Grant.
- (b) The cost of carrying out all or any of the duties of the Manager set out in Clause 1 of Sub-section B of SECTION V hereof.
- (c) The cost of purchasing or hiring all necessary plant, equipment and machinery including road vehicles (if any) for the performance of the Manager's duties set out in Clause 1 of Sub-section B of SECTION V hereof.
- (d) The cost of employing staff to administer the Management of the Lot and the Estate.
- (e) Any rent or other sum payable for the use of any buildings or other parts of the

Estate for management or administrative offices or for accommodation for any staff employed by it in connection with the Management of the Lot and the Estate.

(f) All reasonable professional fees and costs incurred by the Manager including :-

(i) Fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the Management, maintenance and improvement of the Lot and the Estate.

(ii) Solicitors and other legal fees and costs.

(iii) Fees and costs of any accountants and/or auditors employed in connection with the preparation or audit of the Accounts or the Manager's Statement as hereinafter referred to.

(g) All water, gas, electricity, telephone and other service charges except where the same is separately metered to individual Flats or Shops.

(h) The cost of all fuel and oil incurred in connection with the operation of the plants, equipment, machinery and vehicles (if any) provided by the Manager for the benefit of the Lot and the Estate or any part thereof.

(i) The cost of effecting insurance in respect

of or in connection with the Management of the Lot and the Estate.

(j) All charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Estate's, Block's, Podium's and Car Port's Common Areas.

(k) The cost of postage, stationery and other sundry items incurred by the Manager in connection with the Management of the Lot and the Estate.

E. Security for and Recovery of Moneys Due to the Manager

1. Before any Owner is given possession of the part or parts of the Estate he has purchased or acquired, he shall :-

Deposit

(a) deposit and maintain with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to 3 months contribution to the Management Expenses for each Flat, Shop or Car Park of which he is the Owner, which sum shall not be set off against contributions to be made by him hereunder;

Advance contribution

(b) pay to the Manager a further sum equivalent to 3 months' contribution to the Management Expenses by him under this Deed as payment in advance of the first 3 months' contributions;

Debris removal

(c) pay to the Manager such sum or sums which

charge

the Manager shall from time to time determine, being debris removal charge, which shall be non-refundable and non-transferable.

Deposit for water meters, electricity etc. for common use

2. Each Owner shall pay to and maintain with the Manager a due proportion of the deposits in respect of water meters, electricity deposit etc. for common use which may have been paid and advanced by the Registered Owner in respect of the Lot and the Estate and/or may have been assigned and transferred to the Manager by the Registered Owner at the time when management of the Lot and the Estate is taken over by the Manager.

Default in payment

3. If any Owner shall fail to pay any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager :-

- (a) interest calculated at the rate of \$3.00 for each \$100 or part thereof remaining unpaid for each period of 30 days or part thereof for which it remains unpaid;
- (b) a collection charge of \$200.00 or such sum as the Manager may agree to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

Amounts recoverable by civil action

4. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in or in connection with

recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the solicitor and own client costs of the Manager in such action and the defaulting owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

Amounts  
unpaid to be  
charged on  
undivided  
parts or  
shares

5. In the event any Owner fails to pay any sum due and payable by him in accordance with the provisions of this Deed within 30 days from the date of demand or fails to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed, the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4 of Sub-section E of SECTION V hereof, shall stand charged on the undivided parts or shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Office, against the undivided parts or shares of the defaulting Owner. Such charge shall remain valid and

enforceable notwithstanding that judgment (whether final or interlocutory) has been obtained for the amount thereof unless and until the amount due is fully paid or satisfied.

Enforcement  
and priority  
of Charge

6. Any charge registered in accordance with the last preceding paragraph shall be enforceable as an equitable charge by action at the suit of the Manager for an Order for sale of the undivided parts or shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Flat or Shop or Car Park held therewith and the provisions of Clause 4 of Sub-Section E of SECTION V hereof shall apply equally to any such action. Any such equitable charge shall rank in priority to any legal or equitable charge given or made by the Owner in respect of such undivided parts or shares and the Flat or Shop or Car Park held therewith notwithstanding that such other charge shall have been created and registered prior to such equitable charge.

F. Application of moneys received by the Manager

How Insurance  
proceeds,  
etc. to be  
expended

1. All insurance moneys, compensation received or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and/or the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and/or the Estate.

Moneys  
received to  
be credited  
to Owner's  
Accounts

2. Where any compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter

or thing for which any claim has been made against any Owner or Owners as provided in Sub-section E of SECTION V hereof the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account(s) of the Owner or Owners against which a claim or claims have been made in the same proportions as such claim or claims, or to such person or persons entitled thereto.

Interest, etc. to be applied towards Management Expenses 3. All moneys paid to the Manager by way of interest and collection charges shall be applied towards the Management Expenses of the Lot and the Estate in such manner as the Manager may from time to time decide.

G. Improvement Fund

Owner to contribute to Improvement Fund 1. Each Owner shall pay to the Manager such annual sum or sums as shall from time to time be demanded by the Manager towards the Improvement Fund Provided that the sum or sums so demanded shall not in total exceed 3 months' contribution to the Management Expenses payable for his unit.

Manager to account to Owners on Improvement Fund 2. The Manager shall deposit the Improvement Fund in an interest bearing banking account and shall account annually to the Owners both in respect of capital and the interest earned on the Improvement Fund.

applicable provisions 3. The provisions of Clauses 3 to 6 of Sub-section E of SECTION V hereof shall apply to the Improvement Fund.

H. Owners' Interest in Management Funds

Only Owners Any person ceasing to be the Owner of any

to have  
interest in  
Management  
Fund

undivided part or share in the Lot and the Estate shall in respect of such undivided part or share of which he ceases to be the Owner thereupon cease to have any interest in them including the deposits paid under Clause 1 of Sub-section E of SECTION V hereof and the Improvement Fund to the intent that all such funds shall be held and applied for the Management of the Estate irrespective of change in ownership of the undivided parts or shares in the Lot and the Estate PROVIDED that any deposit paid under Clause 1(a) of Sub-section E of SECTION V hereof may be transferred into the name of the new Owner of such undivided parts or shares AND PROVIDED further that upon the Lot reverting to the Crown and no renewal of the Crown Lease or further Crown Lease being obtainable or upon the rights and obligations hereunder being extinguished as provided in SECTION VI hereof any balance of the said funds or in the case of extinguishment of rights and obligations as aforesaid an appropriate part of the said funds shall be divided proportionately between the Owners of the undivided parts or shares immediately prior to such reversion or in the case of extinguishment of rights and obligations as aforesaid between the Owners whose rights and obligations are extinguished.

I. Management Records and Accounts

Financial  
year

1. The financial year for the purpose of Management of any particular Block or the Podium or the Car Port shall commence on the day on which the Occupation Permit in respect of that part of the Estate is issued and shall terminate on the 31st day

of March of the following year and thereafter the financial year shall commence on the 1st day of April and shall terminate on the 31st day of March of the following year Provided Always that the Manager shall have the right to change the financial year at any time upon giving notice in writing to the Owners.

Bank  
accounts

2. All moneys collected by the Manager in the exercise of its powers and duties hereunder (save and except sufficient petty cash for day to day requirements) shall be paid into a separate bank account or accounts in the name of the Manager.

Keeping of  
Accounts

3. The Manager shall keep true and proper accounts of all moneys received in the exercise of its powers and duties hereunder.

Summary of  
Accounts

4. The Manager shall prepare a summary of all accounts every six months and post the same on the public notice boards in the Estate.

Annual  
Accounts

5. Within 120 days after the close of each financial year the Manager shall prepare annual accounts in respect of the preceding financial year all of which accounts are to be certified by the Auditors as providing an accurate summary of all items of income and expenditure in respect of the Lot and the Estate during that preceding financial year.

Auditors

6. The Manager shall appoint a firm of certified public accountants to audit the accounts and records of the Manager concerning the Management of the Lot and the Estate and to certify the annual accounts as hereinbefore provided. The Manager may revoke the appointment of such firm and appoint another firm in its place at any time as it may deem

necessary.

## SECTION VI

### EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

Manager to  
acquire and  
dispose of  
undivided  
parts or  
shares of  
Owners upon  
trust for  
sale if  
Owners  
resolve not  
to reinstate

1. In the event of the Buildings or any Block or the Podium being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for habitation, occupation or use, the Manager shall convene a meeting of the Owners of the Building or the Blocks or the Podium as the case may be and such meeting may resolve by a 75% majority of the Owners present and voting that by reason of insufficiency of insurance moneys, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such Building or Block or Podium then in such event the undivided parts or shares in the Lot and Estate representing the Building or the Block or the Podium shall be acquired by the Manager and the Owners of such undivided parts or 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 and to distribute the net proceeds of sale amongst the Owners of such undivided parts or shares in proportion to the respective undivided parts or shares previously held by such former Owners. All insurance moneys received in respect of any policy of insurances on such Building or Block or Podium 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 or any other Deed shall be extinguished so far as the same relate to such former Owners of such Building or Block or Podium.

Meeting of  
Owners for  
purposes of  
Clause 1

2. The following provisions shall apply to a meeting convened by the Manager as provided in Clause 1 of Section VI hereof :-

Quorum

(a) a meeting shall not proceed unless a quorum is present. A quorum shall consist of Owners of the Building or Block or Podium as the case may be in whom not less than 20% of the undivided parts or shares allocated to the such Building or Block or Podium are vested. If within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the following week and at the same place and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to be a quorum;

Manager to pre-  
side at meeting  
Voting

(b) the Manager shall preside at such meeting;  
(c) a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present at the meeting. A poll if demanded shall be taken at such time and in such manner as the Manager shall direct.

Number of

(d) on a show of hands every Owner present

votes

either in person or by proxy at the meeting shall have one vote. In case of a poll every Owner of such Building or Block or Podium as the case may be shall have one vote for every undivided part or share held by him.

## SECTION VII

### ESTATE OWNERS' COMMITTEE

Establishment  
of the Estate  
Owners'  
Committee  
and election  
of officers

1. The Manager shall, within 12 months from issuance of the Occupation Permit in respect of the Estate convene a meeting of all the Owners of the Estate for the purpose of establishing an Estate Owners' Committee ("the Committee") and of electing officers to the Committee. Thereafter the Owners shall meet at least once a year for the purpose of electing officers to the Committee, and the Committee may meet as and when the Committee sees fit.

Members of  
the Committee

2. The Committee shall consist of not less than seven and not more than twelve members of whom at least one representative shall be elected or appointed from each Block and two from the Podium. A representative of the Manager appointed from time to time in writing by the Manager shall also be a member of the Committee.

Meetings to  
be convened  
by Manager

3. The Committee shall meet whenever requested by the Manager. The meetings of the Committee shall be convened by the Manager by at least 7 days' notice in writing specifying the time and place of the meeting and the subjects to be discussed.

Meeting on

4. One fifth of the total number of the

requisition  
of members

members of the Committee may request the Manager to  
convene a meeting at any time.

Quorum

5. (a) No business shall be transacted at any time  
unless a quorum is present when the meeting  
proceeds to business and not less than five  
members of the Committee shall be a quorum.

(b) If within half an hour for the time  
appointed for the meeting a quorum is not  
present, the meeting, if convened upon the  
requisition of members of the Committee  
pursuant to Clause 4 above, shall be  
dissolved; in any other case it shall stand  
adjourned to the same day in the following  
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 Committee present shall be a quorum.

Chairman

6. The members of the Committee present at the  
first meeting of the Committee shall choose one of  
their number to be the Chairman and he shall be  
Chairman until the next annual general meeting.  
Thereafter the Chairman shall be chosen by the  
members of the Committee as aforesaid at the first  
meeting of the Committee held in any calendar year.  
In the absence of the Chairman, the members of the  
Committee present at any meeting duly convened shall  
choose one of their number to be the Chairman of that  
meeting.

Records to  
be kept by  
secretary

7. The Manager shall send a secretary to the  
meetings of the Committee who shall cause a record of

of Manager	the persons present at the meetings and the proceedings thereof to be kept.
Effect of resolutions	8. All resolutions passed at such meetings shall be binding on all the Owners but such resolutions are not binding on the Manager.
Voting	9. A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least two members of the Committee entitled to be present and present at the meeting. A poll, if demanded, shall be taken at such time and in such manner as the Manager shall direct. Notwithstanding anything to the contrary, in deciding the appointment of another manager as provided in Clause 16 of SECTION VII hereof, the Committee shall vote on a show of hands only.
Number of votes	10. On a show of hands every member of the Committee present at the meeting shall have one vote. In case of a poll every member of the Committee shall have one vote for every undivided part or share representing the Flats and Shops in the Block or the Podium which he represents on the Committee and the representative(s) of the Manager shall have one vote for every undivided part or share held by the Manager and/or the Registered Owner.
Chairman to have casting vote	11. In the case of an equality of votes the Chairman shall have a second or casting vote.
Function of the Committee	12. For so long as the Manager remains in office, the function of the Committee shall be limited to representing the Owners of the Lot and the Estate in all dealings with the Manager and

undertaking such other duties as the Manager may delegate to the Committee.

Extent of  
Committee's  
liability

13. The 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 wilful negligence by or on the part of any or all of the Committee and the Owners shall fully and effectually indemnify the Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith and not involving criminal liability, dishonesty or wilful negligence on the part of the Committee or the members thereof.

No  
remuneration

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

Records and  
minutes of  
Committee

15. (a) The Committee shall cause to be kept records and minutes of :-  
(i) the appointment and vacation of appointments of all its members and the secretary and all changes therein;

Keeping of  
records and  
minutes and  
right of  
inspection

(ii) all resolutions and proceedings of  
the Committee;

(iii) the members present at all meetings.

(b) Such records and minutes shall be kept in  
such place as the Committee may from time  
to time determine and shall be open to  
inspection by any member of the Committee  
or any Owner on reasonable notice being  
given. Any such person shall also be  
entitled to extracts thereof on paying  
reasonable charges therefor.

Appointment  
of another  
Manager

16. Upon the expiration of the said term of the  
Manager, or in the event the Manager resigns or is  
wound up (whether voluntary or otherwise) or a  
Receiving Order made against it, the Committee shall  
have power either :-

- (a) to appoint another manager in its stead, and a  
manager so appointed shall be bound by and shall  
observe and perform all of the conditions,  
duties and obligations herein provided and shall  
have all of the rights and privileges herein  
granted to the Manager by this Deed; or
- (b) to apply for registration of the Owners as a  
body corporate in accordance with the provisions  
of the Multi-storey Buildings (Owners  
Incorporation) Ordinance, Cap.344 ("the  
Ordinance") for the management of the Lot and  
the Estate and upon incorporation thereof, the  
Committee shall be vested with the powers and  
shall perform the duties of the Manager provided  
by this Deed but subject to the overriding

provisions (if any) of the Ordinance which shall prevail over this Deed in case of any inconsistency or conflict.

Sub-committees

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

#### SECTION VIII

##### MISCELLANEOUS

Cessation of Owner's liability

1. No person shall after ceasing to be an Owner of any undivided part or share in the Lot and the Estate be liable for any debts, liabilities or obligations under the covenants, terms and conditions of this Deed in respect of such undivided parts or shares save and except in respect of any breach non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.

Service of notices

2. All notices or demands required to be served hereunder shall be addressed to the party intended to receive the same and sent by prepaid post to or left at the last address (if any) of such Owner notified to the Manager and, in the case of Owners of Flats or Shops, if a copy is also left at or sent to the Flat or Shop of which the party to be served is the Owner notwithstanding that such party is not personally occupying the same Provided However that where notices are to be given to an Owner who is a mortgagee such notice shall be served on the

mortgagee if a company at its registered office or last known place of business in Hong Kong and if an individual at his last known address. All notices required to be given to the Manager shall be sent to the registered office of the Manager or left at the Manager's office on the Estate. All notices shall be deemed properly served at the time when the same is left at the relevant address of the party to be served and if served by post on the day (not being a Sunday or public holiday) next following the day of posting.

Clause  
headings and  
marginal  
notes

3. The Clause headings and marginal notes herein are inserted for convenience and for reference only and in no way define, limit or describe the scope of this document or the intent of any provision hereof.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed/set their hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

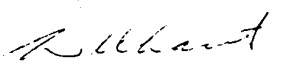
1. The Commercial Development

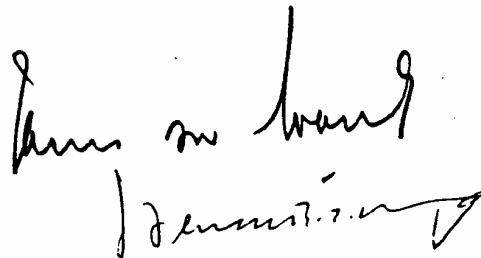
<u>SHOP/UNIT/CINEMA/ THEATRE etc.</u>	<u>FLOOR LEVEL</u>	<u>UNDIVIDED PARTS OR SHARES</u>	<u>MANAGEMENT EXPENSES</u>
Commercial unit(s) on	Basement Floor )		
Commercial unit(s) on	Ground Floor )	2,000 shares	(subject to
Car Port on	Ground Floor )	(subject to	Clauses 9
Cinemas/Theatres on	Ground Floor )	Clause 7(c)	and 10 of
	and 1st Floor )	of SECTION I	Subsection B
	)	hereof)	of SECTION
Commercial Unit(s) on	1st Floor )		V hereof)
External Walls,			
Side Walls and			
Canopy		<u>12 shares</u>	NIL.
		<u>2,012 shares</u>	
		=====	

2. The Domestic Development

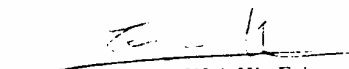
<u>FLAT</u>	<u>FLOOR LEVEL</u>	<u>BLOCK</u>	<u>UNDIVIDED PARTS OR SHARES PER FLAT</u>	<u>TOTAL UNDIVIDED PARTS OR SHARES</u>	<u>MANAGEMENT EXPENSES PER FLAT</u>
B & C	13th	1,2,3 & 4	10	80	\$210.00
A,C,D & F	3rd to 12th (inclusive)	1,2,3 & 4	12	1,920	\$250.00
A	13th	2 & 3	13	26	\$275.00
D	13th	1,2,3 & 4	13	52	\$275.00
B	3rd to 12th (inclusive)	2 & 3	13	260	\$275.00
E	3rd to 12th (inclusive)	1,2,3 & 4	13	520	\$275.00
A,C,D & F	2nd (with Flat Roof appurtenant thereto)	1,2,3 & 4	13	208	\$275.00
A	13th	1 & 4	14	28	\$285.00
B	3rd to 12th (inclusive)	1 & 4	14	280	\$285.00
E	2nd (with Flat Roof appurtenant thereto)	1,2,3 & 4	14	56	\$285.00
B	2nd (with Flat Roof appurtenant thereto)	2 & 3	14	28	\$285.00
B	2nd (with Flat Roof appurtenant thereto)	1 & 4	15	30	\$295.00
				3,488 shares	
				=====	


SEALED with the Common Seal of the )  
)  
Registered Owner and SIGNED by )  
)  
James Sai Wing Wong & Stewart Sue Toa Wong, )  
)  
Directors - - - - - )  
)  
whose signature(s) is/are verified )  
)  
by :- )

  
William C.Y. Fan,  
Solicitor, Hong Kong.



SIGNED SEALED and DELIVERED by )  
)  
the First Purchaser in the presence )  
)  
of :- )

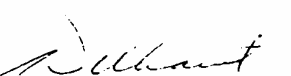
  
Wong Wai Ki Eric  
Clerk to Messrs. Fan & Fan,  
Solicitors, etc., Hong Kong.

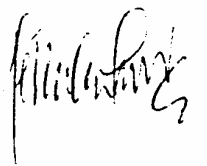
  
黃逢愛

Hong Kong Identity Card No. A203610(2)

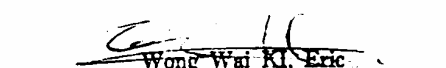
Hong Kong Identity Card No. E492254(5)

SEALED with the Common Seal of the )  
)  
the Manager and SIGNED by Herman )  
)  
Man Hei Fung, Director - - - - - )  
)  
)  
)  
whose signature(s) is/are verified )  
)  
by :- )

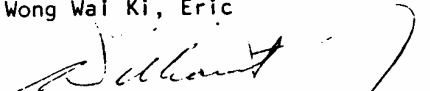
  
William C.Y. Fan,  
Solicitor, Hong Kong.



INTERPRETED to the First Purchaser by :-

  
Wong Wai Ki Eric  
Clerk to Messrs. Fan & Fan,  
Solicitors, Hong Kong.

I hereby verify the signature of  
Wong Wai Ki, Eric

  
William C.Y. Fan,  
Solicitor, Hong Kong.

DATED the 16<sup>th</sup> day of Nov., 1.

CROYDEN LIMITED

and

OTHERS

\*\*\*\*\*

DEED OF MUTUAL COVENANT

in respect of

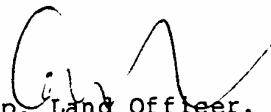
KOWLOON INLAND LOT NO.6279  
and THE EXTENSION THERETO

\*\*\*\*\*


REGISTERED at the Land Office by

Memorial No. 3574138

on 18 DEC 1987

  
p. Land Officer.

I certify the foregoing reproduction  
to be a true and complete copy of  
the original instrument.

  
WILLIAM C. Y. FAN  
Solicitor, Hong Kong.

FAN & FAN, SOLICITORS & NOTARIES,  
ROOMS 509-511 WING ON HOUSE,  
NO. 71 DES VOEUX ROAD CENTRAL,  
HONG KONG.