

**THIS DEED** made the                      day of                      Two thousand and sixteen

BETWEEN

- (1) The several persons whose respective names and addresses are more particularly set out in the First Column and the Second Column of the First Schedule hereto ("1st -24th Owners") of the one part; and
- (2) ISS EASTPOINT PROPERTY MANAGEMENT LIMITED (置邦物業管理有限公司) whose registered office is situate at 18th Floor, Warwick House West, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong ("the Manager") of the other part

WHEREAS :-

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

(A) Definition

"Building Licence"                      The Licence (including any amendment variation or modification thereof) granted or to be granted by the Government of the Hong Kong Special Administrative Region to any of the 1st to 24th Owners (and the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) whereby such Owner is permitted or to be permitted to erect a House on his Lot or on such part thereof and to deal with the same the manner therein prescribed.

"Children's Play Area"                      The Children's Play Area and all ancillary equipment and structures erected thereon (if any) for the use and enjoyment of the Owners and/or residents for the time being of the Estate.

"Club House"                      The Club House located at Lot No.1274 in Demarcation District No.105 for the use of the Owners.

"Estate"                      The new estate comprising of the Land, the Houses constructed or in the course of construction or intended to be constructed thereon to be known as EDEN VILLA ( 伊甸雅苑 ) and all structures, facilities or services whatsoever installed or provided in, under, on or over the Land for the use of the Estate or any part or parts thereof including without limiting the generality of the foregoing the Estate Common Areas, the Estate Common Facilities, all machinery and equipment in or upon the Estate, all driveways, ramps, footpaths, stairways, cables, pipes, drainage and sewage in or upon the Estate.

"Estate Common Areas"                      The Driveways, the Ramps, Children's Play Area, Fountain, Flower Beds, Landscape Lawn, Recreation Area, Management Office, Guard House, Machine Rooms, Refuse Rooms, Transformer Rooms (if any), Club House and all other areas within the Estate the right to the use of which is given by this Deed to more than one Owner.

"Estate Common Facilities"	<ul style="list-style-type: none"> <li>(a) Such of the sewers, drains, water courses, pipes, gutters, wires and other service facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Land through which water, sewage, electricity and any other services are supplied to the Estate or any part or parts thereof;</li> <li>(b) Transformer rooms, main distribution frame rooms (for telephone), pump houses, switch rooms, mechanical rooms and refuse collection room for the use and benefit of the Estate and not for use or benefit of a particular House;</li> <li>(c) Lamp posts and lighting within the Estate;</li> <li>(d) Guard Post, caretakers' offices and toilet;</li> <li>(e) Fire hydrants or other facilities and systems for the use and benefit of the Estate and not for the use and benefit of a particular House;</li> <li>(f) All those installations and facilities in the Club House.</li> </ul>
"Estate Rules"	The rules and regulations governing the Estate as shall be from time to time in force.
"Future Owners"	All or any of the Owners enumerated as No.1 to No.9 in the First Column of the Second Schedule hereto.
"Government Lease"	The Government Lease(s) under which various sections, sub-sections and remaining portions (if applicable) of Lot No.43 in Demarcation District No.101, Lots No.1271, 1272, 1275 and 1312 all in Demarcation District No.105 are held from the Government of the Hong Kong Special Administrative Region of the People's Republic of China and were deemed to have been granted to the owners for the time being thereof under and by virtue of the New Territories (Renewable Government Leases) Ordinance, Chapter 152 upon the expiration of the terms created by the Block Government Lease thereof. Each of the five new Government Leases is for the term of 24 years less the last 3 days thereof commencing from the 1st day of July 1973 and extended until 30th June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance Chapter 150.
"House"	The 3-storeyed house erected or in the course of being erected on or intended to be erected on the Lot or some part thereof pursuant to the relevant Building Licence.
"Land"	All those pieces or parcels of land as more particularly set out in the Second Column of the First Schedule and the Second Column of the Second Schedule hereto.
"Lot"	The individual piece of land including the House erected thereon or some part thereof (if any) as set out in the Second Column of

the First Schedule hereto (and if the Future Owners adhere to this Deed according to Section IX(B) hereof, also the individual piece of land including the House erected thereon as set out in the Second Column of the Second Schedule hereto).

"Maintain"	Repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, employ, amend, keep, replace, decorate and paint as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.
"Management"	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
"Management Expenses"	The costs charges and expenses for the management and maintenance of the Estate as provided herein in this Deed.
"Management Funds"	All monies received, recovered or held by the Manager pursuant to this Deed for the use and benefit of the Estate except only the Manager's Remuneration.
"Manager"	ISS EastPoint Property Management Limited (置邦物業管理有限公司) or any other manager for the time being appointed as manager of the Estate pursuant to the provisions of this Deed.
"Manager's Remuneration"	The remuneration of the Manager as provided herein.
"Owners"	The Owners particularized in the First Schedule and Second Schedule, for the avoidance of doubt, the Owners in the Second Schedule are the Future Owners who will adhere to this Deed according to Section IX(B) hereof, their respective executors and administrators and, any person who in accordance with the terms and conditions contained in the Building Licence concerned may hereafter become the registered owner or mortgagee or chargee in possession or one who has foreclosed the Lot or of any Undivided Shares in the Lot including joint tenants or tenants in common and its or his or their executors administrators successors and assigns and references to the Owner or Owners of any part of the Lot shall mean the Owner or Owners for the time being whose Undivided Shares in the Lot entitled him or them to the exclusive right to hold use occupy and enjoy any Unit of the Lot.
"Owners' Committee"	A Committee of all Owners of the Land established under the provision of this Deed.
"Reserved Area"	The area as shown and coloured Green on the said plan.
"Roof"	The roof at the top of each House.
"the said plan"	The plan showing the various boundaries of the lots annexed hereto.

"Undivided Shares"	For the purpose of this Deed each of the House constructed and owned by the 1st-24th Owners (and the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) shall be deemed to have three equal undivided shares with one share allocated to each Unit and for the purposes of this Deed the Lots owned by the 25th Owner and the 26th Owner shall not be allocated with any undivided share.
"Unit"	A floor of a House and reference to Unit in relation to the Ground Floor shall where applicable include the garden appurtenant thereto and reference to Unit in relation to the Second Floor shall include the Roof thereabove.
"1st-24th Owners"	The owners enumerated as No.1 to No.24 inclusive in the First Column of the First Schedule hereto.

(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.

(C) The headings and sub-headings herein are for reference only and do not affect the constructions hereof.

- (2) The Owners are at the date hereof the registered owners or otherwise in possession of the Lots as set out in the Second Column of the First Schedule and the Second Column of the Second Schedule hereto opposite to the respective names of the Owners as set out on the First Column of the First Schedule and the Second Schedule hereto which are held under the respective Government Leases for the residue of the term thereby created subject to payment of the due proportion of the yearly Government rent and to the observance and performance of the terms and conditions therein reserved and contained.
- (3) Each of the 1st-24th Owners (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) as indigenous villager in the New Territories has been or is entitled to be granted under the Small House Policy of the Government of Hong Kong Special Administration Region a Building Licence permitting him to erect a House on his Lot subject to the terms and conditions therein contained.
- (4) Houses have been or in the course of being or (as the case may be) intended to be erected by the 1st-24th Owners (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) on their respective Lots in accordance with the conditions contained in the Building Licences and the Owners are desirous that the Land be managed as a single estate and have agreed to enter into this Deed for the purpose of granting mutual rights of way and for making provision for the management, maintenance, insuring and servicing the Estate and of defining and regulating the rights, interests and obligations of the Owners in respect of the House and the Estate.

NOW THIS DEED WITNESSETH as follows :-

#### SECTION I

- Duration (1) Subject to Section IX hereof the respective grants hereinafter contained shall in each case be for the residue of the term of years and the renewed term (if any) of the Government Leases.

Owners to have exclusive use of the respective Lot

(2) Each of the Owners hereto shall at all times hereafter subject to and with the benefit of the Government Leases and, where appropriate, the Building Licence, insofar as they relate to his Lot and subject to and with the benefit of this Deed and any Sub-Deed and Supplemental Deed, have the full and exclusive right and privilege to hold use occupy and enjoy his Lot and the House erected thereon together with the appurtenances thereto and the entire rents and profits thereof.

Easement granted by the 25th Owner and the 26th Owner

(3a) The 25th Owner and the 26th Owner hereby grant unto each of the other 1st-24th Owners, the 25th Owner and the 26th Owner (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof), their respective successors and assigns, tenants, servants and licensees, in common with each of them and all others having the like right and subject to the provisions of this Deed, the right to use all those parts of each of their respective Lots more particularly delineated and coloured Yellow on the said plan (“the Estate Common Area”) for such purposes as shall be designated by the Manager such as Pedestrian Footpath, Driveways, Children’s Play Area, Flower Beds, Landscape Lawns, Recreational Area etc. and to use the same in accordance with the Estate Rules. For the avoidance of doubt, the 25th Owner and the 26th Owner hereby reserve their right to grant any right of way in respect of their own part of the Estate Common Area or part thereof to any other person(s) as they think fit.

(3b) The 25th Owner hereby grants unto each of the other 1st-24th Owners and the 26th Owner (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof), their respective successors and assigns, tenants, servants and licensees, in common with each of them and all others having the like right and subject to the provisions of this Deed by way of a Lease to be executed by the 25th Owner and the Manager on behalf of the Owners soon after the creation of this Deed, the right to use that part of Lot No.1274 in Demarcation District No.105 (as more particularly delineated and coloured Indigo on the said plan) together with all those installations and facilities in the Club House in accordance with the Estate Rules for the residue of the term of years created by the Block Government Lease under which Lot No.1274 in Demarcation District No.105 which is held from the The Government of Hong Kong Special Administrative Region as extended or renewed under Section 6 of the New Territories Leases (Extension) Ordinance (Cap.150) or any other statutory provisions at a rental of HK\$1.00 per year for the first five years and rental of HK\$10,000.00 per year for the second five years and thereafter the rental shall be increased by 10% for every 5 years. It is specifically provided that the term of the Lease shall be automatically extended and/or renewed for as long as and for as many times as the Block Government Lease shall be extended and/or renewed after its expiry on the 30th day of June 2047.

- (3c) Any Future Owners in the exercise of his right to adhere to this Deed according to Section IX(B) hereof shall be deemed to have granted unto each of the other 1st-24th Owners, the 25th Owner, the 26th Owner and all the Future Owners who has exercised the right to adhere to this Deed, their respective successors and assigns, tenants, servants and licensees, in common with each of them and all others having the like right and subject to the provisions of this Deed, the right to use all those parts of each of their respective Lots more particularly delineated and coloured Yellow Hatched Black on the said plan for such purpose as shall be designated by the Manager.
- Easements rights and privileges of Owners
- (4) The full and exclusive right and privilege to hold, use, occupy and enjoy any parts of the Land shall be held by the person or person from time to time entitled thereto subject to and with the benefit of the easements, rights, privileges and obligations contained in this Deed.
- Owners bound by covenants etc.
- (5) The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained in this Deed and the benefit and burden thereof shall be annexed to every part of the Land and any Undivided Share or Shares held therewith. The Conveyancing and Property Ordinance Chapter 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 assigns etc.
- (6a) Every Owner shall have the full right and liberty without reference to the other Owners and without the necessity of making such other Owners a party to the transaction to sell, assign, mortgage, charge, lease, let, licence or otherwise dispose of or deal with his share or interest in his Lot SUBJECT only to the terms of this Deed and, wherever applicable, the terms and conditions of the Building Licence.
- (6b) The 25th Owner reserves the right to use the Reserved Area of its Lot including granting a right of way in respect of the Reserved Area or part thereof to any person on such terms and conditions as the 25th Owner shall deem fit. The 25th Owner shall be entitled to divide the Reserved Area of its Lot into various portions and assign such portion or portions and/or grant lease(s) or licence(s) thereof to any one of the Owners for his exclusive use and enjoyment on such terms as the 25th Owner shall deem fit without reference to the other Owners.
- (6c) The 26th Owner reserves the right to use the Reserved Area of its Lot including granting a right of way in respect of the Reserved Area or part thereof to any person on such terms and conditions as the 26th Owner shall deem fit. The 26th Owner shall be entitled to divide the Reserved Area of its Lot into various portions and assign such portion or portions and/or grant

lease(s) or licence(s) thereof to any one of the Owners for his exclusive use and enjoyment on such terms as the 26th Owner shall deem fit without reference to the other Owners.

## SECTION II

### PARTY WALLS

Those Owners who have a common wall adjoining their respective Houses or a wall dividing the land upon which the Houses are constructed, shall each have the right to the use of the interior surface of the wall on his side. Neither Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner. Neither Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the wall without the written consent of the other and the written consent of the Manager. Neither Owner shall put structures of any kind (such as fish ponds) so near to the wall as to cause leakage of water to the other side of the wall or as to be likely to cause the wall to collapse. If the wall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause, other than the act of negligence of either party, the same shall be repaired or rebuilt at their joint costs and expenses. No Owner shall make any alteration or addition to the exterior of the wall without the consent of the Manager.

## SECTION III

### EASEMENTS AND OTHER RIGHTS ATTACHED TO UNDIVIDED SHARES IN THE PROPERTY AND THE ESTATE

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|------------------------------------|--|
| Owner to have benefit of easements | (A) Each Owner shall subject to the Estate Rules and payment by such Owner of the Management Expenses and Manager's Remuneration as herein provided have the following easements rights and privileges :-  |
| Right to use Estate Common Areas   | (1) Full right and liberty for the Owner his servants, agents and licensees (in common with all persons having the like right) to go, pass and repass over and along the Estate Common Areas for all purposes connected with the proper use and enjoyment of his Lot or Unit.  |
| Right to support                   | (2) The right to subjacent and lateral support from all other parts of the Estate.   |
| Passage of water etc.              | (3) The free and uninterrupted passage and running of water, sewage, gas, electricity and other services from and to the Lot or Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Land and the Estate for the proper use and enjoyment of the Lot or Unit. |
| Right to enjoy Estate amenities    | (4) Full right and liberty for the Owner, his servants, agents, licensees to use and enjoy the Children's Play Area and other sports and recreational facilities (in common with all other persons having the like right) of the Estate subject to the Estate Rules provided herein.   |

No rights unless expressly herein provided

- (B) Exclusion of Rights  
The Owners shall have no right to enter upon any part of the Land or the Estate save as expressly herein provided.

#### SECTION IV

#### EASEMENTS AND OTHER RIGHTS TO WHICH EACH PROPERTY OR UNIT ARE SUBJECT

Easements rights and privileges subject to which each Lot or Unit is held :-

Manager's right to enter the Lots or Units 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 Lot or Unit for the purpose of carrying out necessary repairs to the Estate or to abate any hazard or nuisance which does or may affect the common areas or other owners Provided that the Manager shall be liable for remedying any damages due to negligent or willful acts.
- (2) Easements rights and privileges over along and through each Lot or Unit equivalent to those set forth in paragraph (1) to (4) inclusive of Clause (A) of SECTION III.

Subject to and Provided always that the Manager shall have full right and authority to control and manage the Estate Common Areas and the Estate Common Facilities.

#### SECTION V

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

Observe the Building Licence

- (1) Each of the 1st-24th Owners (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) shall observe and comply with the terms conditions requirements and restrictions contained in their respective Building Licences prior to any assignment, charge, lease or disposition of his Lot or any part thereof or any Undivided Shares therein.

To notify Manager the change of ownership

- (2) The Purchaser of the Lot or un Undivided Share in the Lot shall notify the Manager of any change of ownership within one month from the date of the Assignment. The previous Owner shall remain liable for all Management Expenses and Manager's Remuneration until such time as the Manager receives such notice and all payments made up to date of completion of the sale and purchase.

To discharge etc.

- (3) Each Owner shall promptly pay any taxes discharge all taxes, rates, assessments and outgoings of every kind assessed or



- payable in respect of that part of the Lot owned by him and shall indemnify the other Owners from and against all liability therefor.
- To pay management fees and expenses (4) Each Owner shall pay to the Manager on the due date the Management Expenses and Manager's Remuneration as herein provided.
- No structural alteration which affects other parts of Estate (5) No Owner shall make any structural or other alterations to any part of the Estate which may damage or interfere with the use and enjoyment of any other part thereof or affect the rights of other Owners and an Owner shall be at liberty to take legal action against another Owner in this respect.
- No contravention of the Government Lease or acts affecting insurance (6) No Owner will so long as he is an Owner do or permit or suffer to be done any act or thing in contravention of the Government Leases or whereby any insurance on the Estate (if any) may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this clause by any Owner, such Owner shall in addition to any other liability pay the amount of any increase in premium caused by or on account of such breach.
- To indemnify other Owners (7) Each Owner shall indemnify all other Owners and occupiers against any actions, proceedings, claims and demands whatsoever in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of the Lot or Unit owned by him or any person using such part of the Lot with his consent expressed or implied arising out of or owing to the defective condition thereof or the overflow of water therefrom.
- To be responsible for occupants (8) Each Owner shall indemnify the other Owners for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Lot or Unit 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, negligence or default of such persons. In the case of loss or damage which the Manager is responsible to make good or repair pursuant to the Manager's duties, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the 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 interference with construction or maintenance of the Estate (9) 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 construction of any part of

the Estate at any time in the course of construction or the maintenance of the Estate as herein provided.

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| To keep in good repair                                       | (10) | Each Owner shall maintain in good repair and condition to the satisfaction of the Manager the Lot or Unit in respect of which he is entitled to exclusive possession.   |
| Not to use for illegal or immoral purposes or cause nuisance | (11) | No Owner will use or permit or suffer the part of the Lot or Unit owned by him to be used for any illegal or immoral 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.   |
| No use except in accordance with the applicable regulations  | (12) | No Owner shall use or permit or suffer any part of the Lot or Unit owned by him to be used except in accordance with the terms and conditions of any applicable Regulations or any Government permit, consent or requirement applicable thereto.  |
| Not to obstruct Estate Common Areas                          | (13) | No part of the Estate 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 Estate Common Areas be used for any business or private purpose and no Owner will do or suffer or permit to be done anything in such Estate Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Estate. |
| Use of refuse disposal areas                                 | (14) | The refuse disposal areas (if any) shall be used only in the manner prescribed by and subject to the Estate Rules.  |
| No right to interfere with equipment                         | (15) | No Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the machine rooms, public lighting, transformer rooms, pump rooms, pumps, apparatus, services and the Common Facilities without the prior written consent of the Manager.  |
| External signs   | (16) | No external signs, signboards, notices, advertisements, flags, banners, poles, cages or other projections, or structures whatsoever on or extending outside the exterior of any House shall be erected, or installed without the prior consent in writing of the Manager and any Government authorities if required.  |
| Not to alter external appearance of the House                | (17) | No Owner shall do or permit to be done any act or thing which may or will alter the external appearance or the colour scheme of any House without the prior consent in writing of the Manager and any Government authorities if required.   |
| Not to discard refuse  | (18) | No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Lot or Unit owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the facilities (if any) provided for the disposal thereof.  |

- To observe  
General Rules
- (19) All Owners and occupiers shall at all time observe and perform all the covenants, conditions and provisions of this Deed and the Estate Rules.
- Not to cause  
damage by  
installation  
and removal  
of fixtures
- (20) Each Owner may at his own expense install in any part of the Lot or Unit owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any other part of the Estate and Provided further that all permits or consents from Government authorities as required in respect of such additions, improvements, or other work have been obtained. In the event that any Owner shall install or erect any addition or improvements without having obtained all necessary permits and consents the Manager shall be entitled to remove the same at the cost of such Owner and the Owner shall indemnify all other Owners in respect of any costs, damages, claims or expenses arising out of or in connection with such work.
- Hanging of  
laundry
- (21) No clothing or laundry shall be hung outside any part of the Lot or Unit owned/occupied by the owner/occupier thereof or any part of the Estate.
- Not to interfere  
with flush or  
drainage systems
- (22) No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of any House or the Estate may be clogged or the efficient working thereof may be impaired.
- Restriction of uses  
of Houses
- (23)(a) No Owner or occupier shall use or permit to be used any part of the Lot or Unit owned or occupied by him for the purpose of a funeral parlour, coffin shop or for any offensive trade or business.
- (b) All the Reserved Area shall not be used for any purpose other than that incidental to the enjoyment and use of the Lot or the Unit by the Owner or occupiers and their bona fide guests and visitors. No Owner shall make any alteration to the Reserved Area, if any, or erect any structure, posts, chains, etc. thereon and thereto without the prior written approval of the Manager.
- Use of the  
roofs
- (24)(a) No Owner shall (i) erect or place or install or cause or permit to be erected or placed or installed any device or apparatus or equipment for receiving or generating or transmitting telecommunication signals or data for any telecommunication company or service provider; and (2) erect or place or cause or permit to be erected or placed any advertising sign, flags, banners or illegal structure on any of the Roof or any part thereof.
- (b) The Manager shall have the right to remove anything erected or placed on any Roof in contravention of this provision at the costs and expenses of the Owner.

No grille or shutter or awning or veranda

(25)(a) No Owner shall erect or permit or suffer to be erected, affixed, installed or attached in or on or at any entrance or window or balcony or roof of any Lot or Unit any metal grille, shutter, gate, shades awning or veranda without the prior written approval of the Manager and the necessary consent of the relevant government authority regarding the design, material, colour and position of the proposed installation.

(b) The Owners shall not without the prior written approval of the Manager alter the design colour appearance and material of the metal grilles and/or fences at the windows, balconies of the Houses and the main entrances to the Lots or the Unit and at the garden boundary walls and the tiles and/or mosaic tiles and/or paints of the Houses and of the garden boundary walls or any parts of the above now erected and installed.

No advertising signs

(26) No Owner shall erect, affix, install or attach or display or permit or suffer to be erected or displayed at the Lot or Unit any advertising or other sign (except a small name plate outside the entrance door giving the Owner's or occupier's name) without the prior written approval of the Manager.

Not to store dangerous goods

(27) No Owner shall store or permit to be stored in any part of the Lot or Unit any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

Repair of services and facilities

(28) Each Owner shall in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other lots or units at his sole expense repair, maintain and keep in good repair and condition the Lot or the Unit of which he is the owner its equipment, apparatus, services and facilities and shall when necessary replace any part or parts thereof which require replacement. The equipment, apparatus, services and facilities provided within the Lot or Unit which requires such maintenance, repair or replacement shall include :-

(a) as to water supply, the storage tanks, flush water tanks, pipe works, control valves, taps and sanitary facilities.

(b) as to gas supply, the internal pipings, installation from the outlet of the meters and appliances.

(c) as to electricity supply, all electrical wiring, appliances and equipment from the outlet of the electricity meters of the CLP Power Hong Kong Limited. The Owner shall repair or replace any wiring or equipment if so required by the Electricity Ordinance, Cap.406 or any Orders in Council or Regulations made thereunder.

(d) as to air-conditioning equipment, the air-conditioning plant, equipment, ductwork and associated controls as installed.

- (e) as to drainage installations, the soil and waste pipes, main drainage stacks from sanitary appliances baths, basins, showers, bidets, and sinks, and including all connections therefrom.
- To remove live poultry (29) The Manager shall have the power and right to remove any live poultry, birds or other animals in any part of the Estate if the same has been the cause of reasonable complaint by at least two Owners or occupiers in any part of the Estate.
- Not to make any alteration (30) Not to make any alterations or additions to the exterior of any unit or any House or any walls and fences (whether they are lot boundary walls and fences or not) without the approval in writing of the Manager.
- Parking (31) No heavy vehicle including lorry or truck of any description shall be allowed to enter the Estate and use any area within the Estate as a parking space except for good reason and on temporary basis with the approval of the Manager.
- Drainage system and well (32) Not to alter the position of any drain, waterway or watercourse (including watermain), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works of installation being or running upon, over, under or adjacent to any Lot or Unit or any part thereof.
- Not to install surveillance system (33) Not to place, install or affix any surveillance system on or upon any part of the external walls and/or the roof of the House nor to project or suffer to be projected surveillance system out of any window without the approval in writing of the Manager.
- Not to sub-divide (34) Subject to clauses 6(b) and 6(c) of Section I hereof, no owner shall sub-divide any Lot (irrespective of its size and area) for any purposes including but not limited to sale, assignment, lease, licence, charge or disposal.
- To establish and open the Club House for use (35) When the Club House is established and opened for use :-
- (a) The Owners and the Manager shall treat the Club House and all associated facilities as part of the Estate Common Facilities.
  - (b) The Manager shall be responsible for overseeing the use of the Club House in a regulated manner.
  - (c) The Manager shall arrange to take out sufficient insurance cover for users of the facilities of the Club House, the 25th Owner shall be exonerated from any liability for the personal safety of any user of the Club House.

## SECTION VI

### MANAGEMENT OF ESTATE

(A) General

- Term of Management (1) The management of the Estate shall be undertaken by the Manager for the term of two years from the date of the signing of the Management Agreement in respect of the Estate and thereafter the Manager shall continue to manage the Estate until its appointment is terminated either by the Owners' Committee giving three months prior written notice of termination to the Manager or by the Manager giving three months prior written notice of termination to the Owners' Committee. On resignation or termination of service of the Manager the Owners' Committee shall have the right to choose an independent auditor to audit the management accounts prepared by the outgoing Manager who shall hand over to the Owners' Committee all documents, records, plans and accounts relating to the Estate.
- Appoint another new Manager (2) If the Manager shall be removed from office or shall resign from its appointment as Manager then the Owners shall as soon as possible thereafter at a meeting held under Section VIII of this Deed by resolution appoint another management company or agent in its stead and on such appointment the Owners as represented by the Owners' Committee pursuant to Section VII of this Deed shall forthwith enter into a Management Agreement with the new Manager defining the rights, duties, and obligations of the said Manager.
- Manager to observe conditions (3) The Manager shall be bound by and shall observe and perform all of the conditions, duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

(B) Powers and Duties of Manager

- General duties (1) 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, and in particular the following :-
- Inspection (a) to inspect and examine at reasonable intervals the entire Estate including the Estate Common Areas and Estate Common Facilities and at reasonable times with reasonable prior notices given, the Lot and the interior of any Unit.
- Maintenance (b) to put in hand all works necessary to maintain the Estate including (subject to sub-clause (c) hereof) the Estate Common Areas and Estate Common Facilities and the foundation to ensure that the Estate is maintained in a good, clean and safe condition.
- Owners and obligations (c) to ensure that all Owners or tenants and occupiers of the Unit to maintain in their respective Unit in a satisfactory

- to repair manner and in the event of default by any such Owners or occupiers, to put in hand any necessary maintenance at the costs of the defaulting Owner or occupier and to recover such cost therefor from the defaulting Owner or occupier.
- To maintain exterior (d) to maintain as appropriate the exterior and the landscaping of the Estate and the Estate Common Areas at reasonable interval.
- To replace glass metal grille or shutter or gate (e) (i) to replace any broken glass in the Estate Common Areas.  
(ii) to remove and/or replace metal grille or shutter or gate erected affixed installed or attached in or on or at the entrance or entrances of any Lot or Unit which shall in any way contravene the regulations of the Fire Services Department or other authority and/or which may in any way impede the free and uninterrupted passage over through and along any of the Estate Common Areas.
- To light (f) to keep all the Estate Common Areas well lit.
- To provide ventilation (g) to keep in good repair the ventilation of the enclosed Estate Common Areas.
- To clean (h) to keep the Estate and all parts thereof in a clean sanitary and tidy condition.
- To remove refuse (i) to remove all refuse from the Estate and arrange for its disposal at regular intervals and to maintain refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene Department.
- To prevent obstruction (j) to prevent the obstruction of all the Estate Common Areas and to remove any obstruction.
- To clear sewers (k) to keep all common sewers, drains, watercourses and pipes clear.
- To clean Common Facilities in good condition (l) to keep all Estate Common Facilities in good condition and working order.
- To keep plant and machinery in working order (m) to keep all plant, machinery and equipment on the Estate in good condition and working order.
- To prevent obstruction or damage to Government property (n) 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 Government property or neighbouring property and to remove any such matter therefrom.

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| To remove unauthorized installations               | (o) to remove anything erected or installed in contravention of the terms of this Deed and to demand and recover from the person responsible for the cost of removal and making good any damage.   |
| To provide fire fighting installations             | (p) to provide and maintain any fire and safety installations as the Manager may deem necessary.   |
| To provide security                                | (q) to provide watchmen and caretakers and to provide and maintain security installations.   |
| To maintain and improve services                   | (r) 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                              | (s) 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 and, in particular but without limiting the foregoing, in all proceedings in which the Government of the Hong Kong Special Administrative Region of the People's Republic of China shall be a party and at all times within 7 days or being requested so to do by the Government of Hong Kong Special Administrative Region of the People's Republic of China or other authorized officer, to appoint a person who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the High Court of Hong Kong (or any provision amending or in substitution for the same). |
| To prevent unauthorized use of Estate Common Areas | (t) to prevent any person from occupying or using otherwise than in accordance with the written permission of the Manager or other provision of this Deed any of the Estate Common Areas.  |
| To comply with statutory requirements              | (u) to take all steps necessary or expedient for complying with the Government Leases and any Government requirements concerning the Estate.   |
| To prevent breach of the Government Leases         | (v) to prevent and to take action to remedy any breach by any Owner or other person of any provisions of the Government Leases.  |
| To prevent alteration of the Estate etc.           | (w) to prevent any person detrimentally altering, damaging or injuring any part of the Estate or facilities thereof.   |
| To collect monies and pay outgoings                | (x) to demand, collect and receive all amounts payable by Owners under the provisions of this Deed and to pay and  |



discharge out of the monies so collected all outgoings relating to the management of the Estate or incurred by the Manager hereunder.

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| To insure  | (y) to insure and keep insured the Estate Common Facilities or any part of the Estate as the Manager may think fit to the full new reinstatement value against loss or damage by fire and such other risks and perils 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.   |
| To represent Owners  | (z) to represent the Owners in all dealings with Government or any utility or other authority or any other person in relation to the management of the Estate and in acquiring any land or easement for the benefit of the Estate.   |
| To commence legal proceedings and to enforce provisions of this Deed | (aa) to commence and defend legal and other proceedings relating to the Estate and 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 Rules made hereunder.  |
| To post name of Owner or Tenant                                      | (bb) to post the name of any Owner or occupier in default or in breach of the terms and conditions of this Deed together with particulars on the notice boards within the Estate.  |
| To recruit staff   | (cc) 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 therefore.   |
| To manage and control parking  | (dd) to manage and control within the Estate the parking of all cars and vehicles and to remove any car or other vehicles parked in any area not reserved for parking or any car or vehicle parked in any unbuild area of the Estate without the consent of the owner or licensee of such areas and without the consent of the Manager and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such unbuild area of the Estate and to clean, repair and maintain the unbuild area of the Estate. |
| To discontinue services  | (ee) to decide whether to discontinue to provide services to the Unit of any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and   |

conditions herein contained and to decide whether to forbid the use of the services and amenities of the Estate by such defaulting Owner, his tenant and licensee until such default is rectified.

To do all other matters incidental

(ff) to do all such other things as are reasonably incidental to the management of the Estate.

Estate Rules

(2) The Manager shall have power from time to time make, revoke and amend the Estate Rules (which must not be inconsistent with the provisions of this Deed) regulating the use, operation and maintenance of the Estate and any structures, services facilities or amenities thereof and the conduct of persons occupying, using or visiting the same provided that such Estate Rules may be amended or revoked by a resolution passed by the Owners who in the aggregate have vested in them for the time being at least 75% of the Undivided Shares in the Land at a meeting held in accordance with the provisions of Section VII of this Deed and such Estate Rules shall be binding on all Owners in the Estate to which such Estate Rules apply, their tenants, licensees, servants or agents. Copies of the Estate Rules from time to time in force shall be kept with the Management Office and a copy thereof shall be supplied to each Owner on request free of charge.

Acts of Manager binding

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

Extent of Manager's liability

(4) Neither the Manager nor any servant agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or willful 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 proper management of the Estate 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 willful negligence on the part of the Manager or any such person or persons aforesaid.

Right to repair

(5) The Manager shall have the right with or without workmen :-  
(a) upon reasonable notice (except in case of emergency) to enter upon any part of the Land or any of the Unit to such extent as may be necessary for the purpose of replacing repairing and maintaining any of the water mains and pipes serving any part of the Estate whether or not the same belong exclusively to any Lot or Unit and to charge

the Owner the cost or repairing and/or replacement;

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

- Right to reimbursement           (6)    The Manager shall further have the right and power to require each of the 1st-24th Owners (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) to pay a proportionate part of the expenditure for the provision, operation, management, upkeep and maintenance of the Children's Play Area, the Club House and other Estate Common Facilities as the Manager shall consider fair and reasonable.

(C)    Manager's Remuneration

- Remuneration of Manager           (1)(a)    The Manager's Remuneration being the sum equivalent to 9% of the total expenses per annum necessarily and reasonably incurred in the good and efficient management of the Estate shall be payable by way of equal monthly payment in advance. The amount of such monthly payments shall be estimated by the Manager with adjustments to be made at the end of each financial year when the final annual management expenses are ascertained. The rate chargeable may by resolution at meetings of the Owners' Committee be increased by the giving of not less than two months' notice provided that in any event no increase shall take effect until at least 12 months have elapsed since any previous increase and provided further that in no event shall the rate exceed 15% of the aforesaid total expenses per annum.

- (b) For the purpose of calculating the Manager's Remuneration, the total expenditure necessarily and reasonably incurred in the management of the Estate or any portion of it shall exclude (i) the Manager's Remuneration itself and (ii) any capital expenditure provided that the Owners' Committee (or the owners' incorporation, if formed) may be empowered to decide to include, at its own discretion, any capital expenditure for calculating the Manager's Remuneration at the rate applicable under this clause or at such lower rate as the Owners' Committee (or the owners' incorporations, if formed) may consider appropriate, "Capital expenditure" shall mean expenditure of a kind not incurred annually.

- Manager to disburse               (2)    The Manager's Remuneration as aforesaid shall not be subject to any requirement by the Manager to disburse or provide from such money any staff, facilities, accountancy services, or other professional supervision the cost for which shall be a direct charge upon the Management Funds.

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

(D) Management Expenses

Manager to prepare annual budget in respect of the Estate (1) For the purpose of fixing contributions towards the Management Expenses payable by the Owners of the Estate, the Manager shall prepare an annual budget showing estimated net expenditure on management of the Estate and the Owners' contributions shall be based on this budget. Annual budgets (except the first) shall be prepared in consultation with the Owners' Committee.

Items included in Management Expenses (2) The said budget shall cover all costs, expenses and outgoings incurred in relation to the management or maintenance of 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 costs and expenses in connection with the carrying out of all or any of the duties of the Manager set out in Section VI.
- (b) The Manager's Remuneration being the sum equivalent to 9% of the total monthly actual expenses from time to time by the Manager towards the costs and expenses for the management and maintenance of the Estate.
- (c) The due proportion of the Government rent and charges for electricity, water, gas and telephone used in connection with the Estate Common Areas and the Estate Common Facilities and insurance premium payable on any policy taken out by the Manager as hereinbefore provided and any other expenses charged or assessed on or payable in respect of the Estate.
- (d) The cost of operating, maintaining, servicing, keeping in good and tenantable repair and condition (including whenever necessary the cost of replacement) all the Estate Common Areas, the side walks, supports, beams, gutters, fences, flue pipes and all external parts of the Estate and all the drains, water tanks, wirings, fire fighting equipment, conduits and all plumbing apparatus (if any) and all other Estate Common Facilities (except as regards damage caused by or resulting from any act default or negligence of any Owner(s) his or their servant agents tenants or licensees for which damage such party shall be solely responsible and so that each of the Owner herein shall be responsible for the acts defaults and negligence of his servants agents tenants and licensees).

- (e) The cost of rebuilding or re-instatement of the Estate Common Areas or Estate Common Facilities or any part thereof in case of destruction or damage or condemnation by the Building or other competent Authority.
- (f) All charges, assessment, impositions and other outgoings payable in respect all parts of the Estate Common Areas and the Estate Common Facilities.
- (g) All costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance repair and any other works in respect of any and all slope structures as specified in clause 10 of Section X hereof.
- (h) Any other items of expenditure which are in the discretion of the Manager considered to be necessary for the administration, management maintenance of the Estate.

Monthly contributions  
by Owners

- (3) Each of the 1st-24th Owners (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) shall contribute towards a due proportion of the Management Expenses of the Estate (including the Manager's Remuneration) being an amount calculated on the basis of the number of undivided shares owned by the Owner divided by the total number of undivided shares of the Estate in the manner as provided in this Deed. Except otherwise provided, it is expressly declared that in consideration of the 25th Owner and the 26th Owner making their respective Lots or portions thereof as Estate Common Areas for the benefit of each of the other the 1st-24th Owners (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof), the 25th Owner and the 26th Owner shall not be required to make any contribution towards the Management Expenses set out hereunder.
  - (a) Each of the 1st-24th Owners (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) shall pay a due proportion of the estimated expenditures in the manner and at the time stipulated in (b) of this Clause. And it is hereby expressly provided that the Owner's liability to make such payment or contribution shall in no way be reduced by reason of the fact that the Lot or Unit to which he is entitled to exclusive possession is vacant or occupied and whether it has been let or leased to tenant or is occupied by the Owner himself or any other person.
  - (b) Except as otherwise provided in this Deed, each of the Owners (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) shall pay and contribute to the Manager from the date of the issue of Certificate of Compliance or at a later date fixed at the sole discretion of the Manager on the first day

of each and every month a sum of HK\$1,600.00 (or such increased sum) for each Unit owned by him or a sum of HK\$4,800.00 (or such increased sum) for each Lot with three Units owned by him or a sum of HK\$3,200.00 (or such increased sum) for each Unit comprising a duplex or two floors or storeys owned by him.

- (c) Each Owner (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) shall :-
- (i) deposit with the Manager as security for the due payment of the monthly contributions which may be or become payable by him under Clause D (3) hereof a sum equivalent to three times the monthly sum specified in Clause D (3)(b) hereof;
  - (ii) pay to the Manager a sum equivalent to one month's contribution by him as payment in advance of the first month's contribution; and
  - (iii) pay to the Manager the decoration security in the sum of HK\$20,000.00 for each Lot or Unit and the said decoration security deposit or part thereof shall be returned to the Owner after completion of the decoration works in his Lot or Unit Provided that the Manger shall be entitled to deduct therefrom the amount of any debris removal costs, repair and/or re-installation costs in respect of any damage to any Estate Common Facilities arising from the decoration works carried out in the Lot or Unit of the Owner.
- (d) (i) In the event that the total contributions receivable as aforesaid by the Manager are insufficient to meet the Management Expenses as provided by this Deed, then each of the Owner (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) shall at the request of the Manager pay a due proportion of the deficiency by making a further contribution to the Manager in accordance with the number of equal undivided share owned by such Owner.
- (ii) Should there be any surplus after payment of all the Management Expenses aforesaid, then such surplus shall be held by the Manager on trust for the Owners (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) and shall only be applied in or towards payment or settlement of such Management Expenses thereafter to become due and

payable by the Owners (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof).

- (4) Notwithstanding anything to the contrary contained in these presents where any expenditure relates solely to or is solely for the benefit of any Lot or Unit and no Owner of any other Lot or Unit would receive any material benefit therefrom, the full amount of such expenditure shall be paid by the Owner of that Lot or Unit PROVIDED HOWEVER that in the case of any single item of expenditure not exceeding HK\$10,000.00 the Manager may in its absolute discretion exclude the application of this Clause (4) hereof with regard to such expenditure and such expenditure may in any such circumstances be treated as part of the Management Expenses of the Estate.
- (5) If any Lot or Unit shall have its own separate water meter then the water charges for the supply of water to such Lot or Unit shall be paid by the Owner thereof but if a group of two or more Lots or Units share the same water meter then the water charges for the supply of water to such group shall be shared and paid by the Owners thereof in proportion to the number of Lots or Units for the time being owned by such Owners.

(E) Interest and recovery of Management Expenses

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| Interest on unpaid monthly contribution        | (1) If any of the Owners and any person deriving title to the Lot or Unit (and also the Future Owners if the Future Owners adhere to this Deed according to Section IX(B) hereof) from them shall fail to pay any amount payable hereunder within 30 days of the date on which the same shall fall due, he shall further pay to the Manager :- <ol style="list-style-type: none"><li>(a) Interest calculated at the rate of 2% over and above the Prime Lending Rate quoted by the Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid amount.</li><li>(b) A collection charge of 10% of the amount due to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work in recovering the unpaid amount as occasioned by the default.</li></ol> |
| Application of interest and collection charges | (2) All moneys paid to the Manager by way of interest and collection charges shall be held as part of the Management Funds for the management of the Estate and be applied towards the management expenses of the Estate in such manner as the Manager may from time to time decide.   |
| Action against                                 | (3) All amounts which become payable by any Owner in accordance  |

defaulting Owner

with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager. The claim in any such action may include a claim for the solicitor and own client costs of the Manager, 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.

Charge on share of defaulting Owner

(4) In the event of any Owner failing to pay any sum and payable by him in accordance with the provisions of this Deed within 30 days of the date on which the same became payable, the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in sub-clause (3) of Clause E above and in registering the charge hereinafter referred to, shall be charged on the Lot or Unit 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 Registry against Lot or Unit of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied.

Enforcement of charge

(5) Any charge registered in accordance with the last preceding sub-clause shall be enforceable as an equitable charge by action at the suit of the Manager for an Order for the sale of the Lot or Unit of the defaulting owner and sub-clause (3) of Clause E above shall apply equally to any such action.

Action against non-observance of covenants

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

Application of damages recovered

(7) All damages recovered in any such proceedings shall be held as part of the Management Funds for the management of the Estate and preservation of the Estate Common Facilities and be applied accordingly.

(F) Management Funds



- Manager to keep proper account (1) All monies collected by the Manager (as trustee for and on behalf of the Owners) in the exercise of its powers and duties hereunder (save and except a reasonable amount (to be approved from time to time by the Owners' Committee) to cover day-to-day expenditure) shall be paid into an interest bearing bank account or accounts of the Manager and the Manager shall keep true and proper accounts of all such monies and the expenditure thereof and shall produce a detailed summary of such accounts each month and shall after the close of every financial year produce an annual set of accounts as soon as the accounts be certified by the Auditors hereinafter referred to as providing an accurate summary of all items of income and expenditure during the preceding year. The Manager shall publish the accounts in a prominent place in the Estate for a reasonable time for inspection by the Owners who upon reasonable notice to the Manager may take copies on payment of reasonable copying charges.
- Compensation as Management Expenses (2) Where any compensation, damages, costs and expenses are received or recovered (as the case may be) by the Manager in any proceedings against any Owner for the purpose of enforcing the observance and performance of the covenants, conditions, or provisions of this Deed, the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be held as part of the Management Funds and be applied towards the Management Expenses of the Estate as the Manager may from time to time decide.
- Interest as 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 Estate in such manner as the Manager may from time to time decide.
- Manager to appoint auditors (4) The Manager shall have power to appoint a firm of Certified Public Accountants to audit at the expense of the Owners (except the Registered Owner and the Manager) the accounts and records of the Manager concerning the management of the Estate and to certify the Annual Account prepare in accordance with the foregoing clause. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time Provided always that the Owners' Committee shall have power to require the annual accounts to be audited by an independent auditor of their choice.
- Owner's Interest in Management Fund (5) Any person ceasing to be an Owner shall in respect of the Lot or Unit of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause D(3) hereof to the intent that all such funds shall be held and applied for the management of the Estate irrespective of changes in ownership of the Lot or Unit PROVIDED that any such deposit may be transferred to the new Owner of such Lot or Unit AND PROVIDED further

that upon the rights and obligations hereunder being released as provided herein or upon the Lot or Land reverting to the Government of the Hong Kong Special Administrative Region of the People's Republic of China and no renewal of the Government Lease being obtainable any balance of the said funds shall be divided proportionately between the Owners of the Lot or Unit or the Undivided Shares immediately prior to such release or reversion.

(G) Management Records and Accounts

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| Financial year                         | (1) | The financial year for the purpose of management of the Estate shall commence on the day on which the Management Agreement shall be executed and end on the 31st day of December of the following year but thereafter the financial year shall commence on the 1st day of January and shall end on the 31st day of December of that year. Provided Always that the financial year may be changed but only once in every five years except with the prior approval of the Owners' Committee. The Owners at the Annual Meeting shall have the power to require the annual account to be audited by an independent auditor of their choice. |
| Payment into bank account              | (2) | All monies 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 bank account or accounts in the name of the Manager.   |
| Manager to keep accounts               | (3) | The Manager shall keep true and proper accounts of all monies received in the exercise of its powers and duties hereunder and all expenditure thereof.   |
| Manager to prepare summary of accounts | (4) | Within 14 days of the end of each month the Manager shall prepare a detailed summary of all accounts with regard to Clause (3) above.  |
|  | (5) | Within 120 days after the close of each financial year the Manager shall prepare a full set of annual accounts in respect of the management of the development for the preceding financial year which accounts shall be certified by an independent firm of auditors as providing an accurate summary of all items of income and expenditure during that preceding financial year.   |
| Manager to supply copy of accounts     | (6) | The Manager shall upon written request and upon payment of a reasonable charge for copying the same send to each Owner a copy of the annual accounts or monthly accounts at any time after the same shall have been prepared as herein provided and shall cause a copy of the annual accounts or monthly accounts to be posed at a conspicuous place within the Estate.  |

(H) Manager's Statement

Manager to  
prepare statement

- (1) At least 3 weeks prior to the holding of the annual meeting of the Owners of the Estate in accordance with Section VII hereof the Manager shall prepare and send to each Owner a Manager's Statement which statement shall set out the following :-
  - (a) The total amount of Manager's Remuneration payable by the Owners in respect of the preceding financial year;
  - (b) The total amount of Management Expenses payable by the Owners in respect of the preceding financial year;
  - (c) The total amount of interest or recovery costs or any other amounts which are herein provided payable by the Owners in respect of the preceding financial year;
  - (d) The total amount paid by the Owners during the preceding financial year;
  - (e) The balance found to be payable or overpaid as the case may be from the foregoing amounts in respect of the preceding financial year;
  - (f) The total amount of Management Expenses budgeted to be payable by the Owners in respect of the then current financial year;
  - (g) The amount of the monthly Management Expenses to be made by the Owners in the then current financial year;
  - (h) A budget for the ensuing financial year.

Manager to  
prepare revised  
statement

- (2) In the event that the annual budget is revised at any time as herein provided the Manager shall prepare and send to the Owners thereby affected a revised Manager's Statement showing the revised figures for the then current year and the revised monthly Management Expenses to be made by the Owners in the remaining part of the then current financial year.

## SECTION VII

### OWNER'S COMMITTEE

1. There shall be established and maintained an Owner's Committee of the Estate consisting of a chairman and 6 committee members.
2. (a) The Manager shall as soon as possible but in any event not later than 9 months after the date of his appointment convene a meeting of the Owners for the purpose of electing the Chairman and other members of the Owners' Committee. Thereafter meetings of Owners' Committee may be convened by the Manager or any member of the Owners' Committee or those owners who in the aggregate have vested in them for the time being not less than 20% of the Undivided Shares by at least seven days' notice in writing specifying the time and

place of the meeting.

- (b) If no Chairman is elected by the Owners or if a vacancy shall occur in the office of the Chairman, the members of the Owners' Committee shall elect among themselves their own Chairman.
  - (c) The members of the Owners' Committee shall elect among themselves their own office bearers.
  - (d) The Owners' Committee shall determine the manner in which its proceedings shall be conducted.
  - (e) The Owners' Committee may at any time co-opt any Owner to fill up any vacancy until the next Annual General Meeting.
  - (f) The Owners' Committee may permit any Owner or his occupiers to attend any of its meetings at appointed times.
  - (g) The function of the Owners' Committee shall be limited to representing the Owners in all dealings with the Manager and undertaking its duties contained in this Deed and such other duties as may be delegated to the Owners' Committee by the resolutions passed at meetings of Owners under Section VIII provided that no member of the Owners' Committee shall be entitled to any remuneration.
  - (h) No business shall be transacted at any meeting of Owners' Committee unless a quorum is present when the meeting proceeds to business and 50% of the members for the time of the Owners Committee shall be a quorum.
  - (i) The Manager shall, whenever requested so to do by the Owners' Committee, send a representative or representatives (as nominated by the Manger) to the Owners' Committee meetings.
  - (j) The Owners' Committee shall have full power to make rules and byelaws regulating the conduct and procedure of its meetings and the performance of its duties and obligations-provided that no such regulation or byelaw shall be contrary to or inconsistent with the provisions of this Deed.
  - (k) At a meeting of the Owners' Committee, each member present shall have one vote on a question before the Committee and resolutions shall be passed by a simple majority. The Chairman of the Owners' Committee shall in case of an equality of votes be entitled to a second or casting vote.
3. The following persons shall be eligible for election as elected members to the Owners' Committee :-
- (a) any Owner and, in the event of an Owner being a corporate body, any representative or representatives appointed by such Owner shall be eligible for election to the Owners' Committee. The appointment of a representative or representatives by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time by notice in writing given to the Committee;
  - (b) the husband or wife of any Owner.

## SECTION VIII

### OWNERS' MEETINGS

1. From time to time there shall be meetings of the Owners to discuss and decide matters concerning the Land, the Houses and the Club House and in regard to such meetings the following provisions shall apply :-
  - (a) One such meeting to be known as the Annual Meeting shall be held once in each calendar year commencing with the year following the date of the appointment of the 1st Manager for the purpose of electing or removing the elected members of the Owners' Committee of the Estate and transacting any other business of which due notice is given in the notice convening the meeting.
  - (b) A meeting may be validly convened by the Owners of the Estate who in the aggregate have vested in them for the time being not less than 20% of the Undivided Shares or the Owners' Committee.
  - (c) Every such meeting shall be convened by at least seven days' notice in writing specifying the time and place of and the business to be transacted at the meeting.
  - (d) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and the Owners present in person or by proxy who in the aggregate have vested in them not less than 10% of Undivided Shares shall be a quorum.
  - (e) The Owners present at each meeting shall choose someone of their members to be Chairman.
  - (f) The Chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereon.
  - (g) Votes may be given either personally or by proxy.
  - (h) All resolutions 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 in person at the meeting. A poll, if demanded, shall be taken at such time and in such manner as the Chairman shall direct.
  - (i) Every Owner of an Undivided Share shall have one vote either personally or by proxy for every Undivided Share held by him. In case of Owners who together are entitled to one such share such Owners shall jointly have one vote for each Undivided Share and in case of dispute the first-named of such Owners appearing in the Land Registry records shall have the right to vote.
  - (j) An Owner of the Unit of the Estate who has failed to pay the monthly contribution to the Management Expenses as herein provided shall not be allowed to be present at any meeting.
  - (k) In the case of an equality of votes the Chairman shall have a second or casting vote.
  - (l) The instrument appointing a proxy shall be duly executed by the appointor and shall be

deposited with the Chairman of the meeting before the meeting.

2. Any resolution on any matter concerning the Estate passed at a duly convened meeting by a simple majority of the Owners present in person or by proxy and voting shall be binding on all the Owners Provided as follows :-
  - (a) The 7 days' written notice convening the meeting shall specify the intention to propose a resolution concerning such matter.
  - (b) Any resolution purported to be passed at such meeting concerning any other matters shall not be valid.
  - (c) No resolution shall be valid if it is contrary to the provisions of this Deed.
3. A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the Undivided Shares shall be as valid and effectual as if it had been passed at a duly convened meeting of the Owners.
4. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.

#### SECTION IX(A)

#### EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

In the event of the Estate or substantial part thereof being damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use, the Manager shall convene a meeting of the Owners of the Units in that part of the Estate and such meeting may resolve by a 75% majority of the Owners present and voting that by reason of insufficiency of insurance monies, changes in building law or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such part of the Estate and in such event the Undivided Shares in the Land representing the Units in such part of the Estate shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or such other means as the Manager may deem appropriate and to distribute the net proceeds of sale proportionately amongst the Owners of such Undivided Shares in proportion to the respective Undivided Shares previously held by such former Owners. All insurance moneys received in respect of any policy of insurance on such part of the Estate shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished as far as the same relate to such former Owners of the part of the Estate.

#### SECTION IX(B)

#### ADHESION

Any Future Owners may by deed (to be executed by (a) the manager on behalf of the Owners and for this purpose the Owners hereby irrevocably appoint the Manager as their agent to execute the said deed on their behalf; and (b) the Future Owners, if any) elect to adhere to this Deed whereupon the Future Owners shall be deemed to have been party to this Deed provided that the Future Owners shall be bound by the terms of this Deed only from the date of his entering into the said deed of adhesion.

## SECTION X

### MISCELLANEOUS

1. All notice required to be served hereunder on any of the parties hereto or on any Owner shall be deemed to have been sufficiently served if a copy of such notice is posted on a conspicuous part of the Lot or Unit of which the party to be served is entitled to the sole and exclusive use, occupation and enjoyment notwithstanding that such party may not personally occupy such Lot or Unit or if a copy is sent by registered post to the last known address in Hong Kong of the party to be served Provided that where notices are to be served on an Owner who is a Mortgagee or Chargee, such notice shall be served on the Mortgagee or Chargee if a company at its registered office or last known place of business in Hong Kong and if any individual at its last known place of residence.

2.(1) No provisions in this Deed shall prejudice the operation of the Multi-storey Buildings (Owners Incorporation) Ordinance, Cap.344 of the Laws of Hong Kong.

(2) During the existence of an owners incorporations under Cap.344 the rights, duties, powers and obligations for the common management and administration of the Estate conferred by this Deed on the Manager shall be vested in the owners incorporation, and the general meeting of the owners incorporation shall take the place of the meeting of owners under this Deed, and the management committee of the owners incorporation shall take the place of the Owners Committee under this Deed.

3. Where any consent is required from the Manager by an Owner of a Lot or Unit in the Estate any sum imposed by the Manager as a consideration for the granting of such consent shall be held by the Manager for the benefit of the Owners and paid into the Management Funds. The Manager shall be entitled to charge and retain a reasonable fee for processing such consent.

4. The Manager shall keep at the management office plans showing for the purpose of identification only, the Estate Common Areas, for inspection by the Owners.

5. The procurement of supplies, goods, or services by the Manager or the Owners' Committee that involves amounts in excess \$100,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an average annual expenditure of more than 20% of the annual budget, whichever is the lesser, must be by invitation to tender and the standard and guidelines as may be specified in a Code of Practice referred to in section 20A of the Building Management Ordinance, Cap.344 will apply to the Manager or the Owners' Committee with any appropriate variations.

6. All Owners shall provide the Manager with an address within the jurisdiction for service of notices under the terms of this Deed.

7. The Manager shall make a translation in Chinese of this Deed within 2 months from the signing hereof and ensure that it is available for inspection and the taking of copies by Owners at the management office at their expense. In the event of a dispute as to the effect of the Chinese translation and the English document, the English version shall prevail.

8. All disputes and questions which shall hereafter arise touching these presents or the construction or interpretation thereof or whether these presents are still subsisting or not or touching any account or calculation to be made hereunder or as to any act deed or omission by any of the Owners or Manager or as to any other matter in any way relating to these presents or the rights duties or liabilities of the Owners or Manager hereunder shall be referred to a single arbitrator in case the Owners' Committee and the Manager agree upon one otherwise to two arbitrators one to be appointed by each party and in case of difference the arbitrators shall forthwith appoint an umpire in accordance with and subject to the provisions of the Arbitration Ordinance (Cap.609) of the Laws of Hong Kong

and the decision of the arbitrator or arbitrators or umpire as the case may be on any of the matters or things aforesaid shall be final and absolutely binding upon all the parties concerned.

9. The Owners shall at their own expense maintain and carry out all works in respect of any slopes, slope treatment works, retaining walls and other structures (collectively referred to herein as "slope structures") within or outside the Lots and the Estate as required by the Government Leases and in accordance with the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time). The Manager (which for this purpose shall include owners' incorporation) shall have full authority on behalf of the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the slope structures in compliance with the Government Leases and in particular in accordance with all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures and to collect from all Owners all costs lawfully incurred or to be incurred by it in carrying out such maintenance and respire and any other works. The Manager shall not be personally liable for carrying out any such requirements of the Government Leases which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners. The Manager shall deposit a full copy of the slope maintenance manual in the management office within one month from the date of inspection by all owners free of charge and taking copies upon payment of a reasonable charge.

IN WITNESS whereof the parties hereto have hereunto executed these presents the day and year first above written.



THE FIRST SCHEDULE ABOVE REFERRED TO

FIRST COLUMN	SECOND COLUMN	THIRD COLUMN
OWNER	LOT NUMBER	MARKING
MAN SIMON 文世民 (Holder of Hong Kong Identity Card No.P286939(3)) (1st Owner)	Subsection 5 of Section B of Lot No.43 in Demarcation District No.101	
MAN KAM NAM 文錦南 (Holder of Hong Kong Identity Card No.B079213(1)) (2nd Owner)	Subsection 6 of Section B of Lot No.43 in Demarcation District No.101	
MAN WAI HUNG 文偉雄 (Holder of Hong Kong Identity Card No.P648657(A)) (3rd Owner)	Subsection 7 of Section B of Lot No.43 in Demarcation District No.101	
MAN KAM PING 文錦平 (Holder of Hong Kong Identity Card No.P424218(5)) (4th Owner)	Subsection 10 of Section B of Lot No.43 in Demarcation District No.101	
MAN PING KWAI 文炳桂 (Holder of Hong Kong Identity Card No.P237322(3)) (5th Owner)	Subsection 11 of Section B of Lot No.43 in Demarcation District No.101	
MAN KAM MING 文錦明 (Holder of Hong Kong Identity Card No.C016332(3)) (6th Owner)	Subsection 12 of Section B of Lot No.43 in Demarcation District No.101	
MAN ANDREW CHEUK FAI 文卓輝 (Holder of Hong Kong Identity Card No.P650080(7)) (7th Owner)	Subsection 16 of Section B of Lot No.43 in Demarcation District No.101	

FIRST COLUMN	SECOND COLUMN	THIRD COLUMN
OWNER	LOT NUMBER	MARKING
MAN TOR LAP 文多立 (Holder of Hong Kong Identity Card No.P361659(6)) (8th Owner)	Subsection 17 of Section B of Lot No.43 in Demarcation District No.101	
MAN DAVID 文大偉 (Holder of Hong Kong Identity Card No.P286936(9)) (9th Owner)	Subsection 18 of Section B of Lot No.43 in Demarcation District No.101	
MAN JIMMY 文占美 (Holder of Hong Kong Identity Card No.P286937(7)) (10th Owner)	Subsection 19 of Section B of Lot No.43 in Demarcation District No.101	
MAN KWONG TAT 文廣達 (Holder of Hong Kong Identity Card No.C635226(8)) (11th Owner)	Subsection 20 of Section B of Lot No.43 in Demarcation District No.101	
MAN YAU TAK 文有德 (Holder of Hong Kong Identity Card No.C472361(7)) (12th Owner)	Subsection 21 of Section B of Lot No.43 in Demarcation District No.101	
MAN TAI LOI 文煒然 (Holder of Hong Kong Identity Card No.K862240(A)) (13th Owner)	Subsection 22 of Section B of Lot No.43 in Demarcation District No.101	
MAN HOK YIN 文學淵 (Holder of Hong Kong Identity Card No.C519326(3)) (14th Owner)	Subsection 23 of Section B of Lot No.43 in Demarcation District No.101	

FIRST COLUMN	SECOND COLUMN	THIRD COLUMN
OWNER	LOT NUMBER	MARKING
MAN HOK CHING 文學清 (Holder of Hong Kong Identity Card No.K074488(3)) (15th Owner)	Subsection 24 of Section B of Lot No.43 in Demarcation District No.101	
MAN CHUN KWOK 文鎮國 (Holder of Hong Kong Identity Card No.K721740(4)) (16th Owner)	Subsection 25 of Section B of Lot No.43 in Demarcation District No.101	
MAN CHUN HUNG 文鎮拱 (Holder of Hong Kong Identity Card No.C521153(9)) (17th Owner)	Subsection 26 of Section B of Lot No.43 in Demarcation District No.101	
FUNG CHI TSAU 馮志秋 (Holder of Hong Kong Identity Card No.K989199(4)) (18th Owner)	Subsection 27 of Section B of Lot No.43 in Demarcation District No.101 and Section B of Lot No.1271 in Demarcation District No.105	
CHAN KAM YIN 陳錦然 (Holder of Hong Kong Identity Card No.E483159(8)) (19th Owner)	Section B of Lot No.1275 in Demarcation District No.105	
FUNG LAI YAU 馮禮有 (Holder of Hong Kong Identity Card No.C386678(3)) (20th Owner)	Section C of Lot No.1275 in Demarcation District No.105	
FUNG JEE CHEW 馮志超 (Holder of Hong Kong Identity Card No.K332552(0)) (21st Owner)	Section D of Lot No.1312 in Demarcation District No.105	

FIRST COLUMN	SECOND COLUMN	THIRD COLUMN
OWNER	LOT NUMBER	MARKING
<p>WONG YICK LEUNG 黃亦良 (Holder of Hong Kong Identity Card No.E414870(7)) (22nd Owner)</p>	<p>Section E of Lot No.1312 in Demarcation District No.105</p>	
<p>MAN TIM LUP 文添立 (Holder of Hong Kong Identity Card No.E321801(9)) (23rd Owner)</p>	<p>Section G of Lot No.1312 in Demarcation District No.105</p>	
<p>FUNG CHUN WAI 馮中偉 (Holder of Hong Kong Identity Card No.K312321(9)) (24th Owner)</p>	<p>Section A of Lot No.1272 in Demarcation District No.105</p>	
<p>KWONG LAI WA 鄭麗華 (Holder of Hong Kong Identity Card No.G162593(3)) (25th Owner)</p>	<p>Lot No.1274 in Demarcation District No.105</p>	
<p>PROFIT UP DEVELOPMENT LIMITED 盈陞發展有限公司 (Company No.1127587) (26th Owner)</p>	<p>Section A of Subsection 8 of Section B of Lot No.43, Section B of Subsection 8 of Section B of Lot No.43, The Remaining Portion of Subsection 8 of Section B of Lot No.43, Section A of Subsection 13 of Section B of Lot No.43, Section B of Subsection 13 of Section B of Lot No.43, The Remaining Portion of Subsection 13 of Section B of Lot No.43, Subsection 28 of Section B of Lot No.43, Subsection 29 of Section B of Lot No.43, Section A of Subsection 30 of Section B of Lot No.43, Section B of Subsection 30 of Section B of Lot No.43, The Remaining Portion of Subsection 30 of Section B of Lot No.43, Section A of Subsection 31 of Section B of Lot No.43, The Remaining Portion of Subsection 31 of Section B of Lot No.43,</p>	

	<p>Subsection 32 of Section B of Lot No.43,  Subsection 33 of Section B of Lot No.43,  Subsection 34 of Section B of Lot No.43,  Subsection 35 of Section B of Lot No.43,  Subsection 36 of Section B of Lot No.43,  Subsection 37 of Section B of Lot No.43,  Subsection 38 of Section B of Lot No.43,  Subsection 39 of Section B of Lot No.43,  Subsection 40 of Section B of Lot No.43,  Subsection 41 of Section B of Lot No.43,  Subsection 42 of Section B of Lot No.43,</p> <p>Subsection 43 of Section B of Lot No.43,  Subsection 44 of Section B of Lot No.43,  Subsection 45 of Section B of Lot No.43,  Subsection 46 of Section B of Lot No.43,  Subsection 47 of Section B of Lot No.43,  Subsection 48 of Section B of Lot No.43,  Subsection 49 of Section B of Lot No.43,  Subsection 50 of Section B of Lot No.43,  Subsection 51 of Section B of Lot No.43,  Subsection 52 of Section B of Lot No.43,  Subsection 53 of Section B of Lot No.43,  Subsection 54 of Section B of Lot No.43,  Subsection 55 of Section B of Lot No.43,  Subsection 56 of Section B of Lot No.43,  Subsection 57 of Section B of Lot No.43,  The Remaining Portion of Section B of Lot No.43  all in Demarcation District No.101 and</p> <p>Section D of Lot No.1271,  Section E of Lot No.1271,  The Remaining Portion of Lot No.1271,  Section D of Lot No.1272,</p>	
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	Section E of Lot No.1272, Section F of Lot No.1272, The Remaining Portion of Lot No.1272, Section D of Lot No.1275, Section E of Lot No.1275, Section H of Lot No.1312, Section I of Lot No.1312, Section J of Lot No.1312, Section K of Lot No.1312, Section L of Lot No.1312, Section M of Lot No.1312, The Remaining Portion of Lot No.1312 all in Demarcation District No.105	
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THE SECOND SCHEDULE ABOVE REFERRED TO

FIRST COLUMN	SECOND COLUMN	THIRD COLUMN
FUTURE OWNER	LOT NUMBER	MARKING
MAN KAM NIN 文錦年 (Holder of Hong Kong Identity Card No.P477975(8)) (1st Future Owner)	Subsection 9 of Section B of Lot No.43 in Demarcation District No.101	
MAN CHEE KWONG 文志光 (Holder of Hong Kong Identity Card No.P229345(9)) (2nd Future Owner)	Subsection 14 of Section B of Lot No.43 in Demarcation District No.101	
MAN CHEE FAI 文志輝 (Holder of Hong Kong Identity Card No.P237038(0)) (3rd Future Owner)	Subsection 15 of Section B of Lot No.43 in Demarcation District No.101	
MAN KOK WAI 文國偉 (Holder of Hong Kong Identity Card No.C016679(9)) (4th Future Owner)	Section C of Lot No.1271 in Demarcation District No.105	
MAN HANG CHEUNG 文慶昌 (Holder of Hong Kong Identity Card No.K849371(5)) (5th Future Owner)	Section B of Lot No.1272 in Demarcation District No.105	
MAN LAI CHUNG 文禮聰 (Holder of Hong Kong Identity Card No.K498924(4)) (6th Future Owner)	Section C of Lot No.1272 in Demarcation District No.105	
MAN HI TAK 文喜德 (Holder of Hong Kong Identity Card No.K012885(6)) (7th Future Owner)	Section B of Lot No.1312 in Demarcation District No.105	

FIRST COLUMN	SECOND COLUMN	THIRD COLUMN
FUTURE OWNER	LOT NUMBER	MARKING
MAN SHEK WAN 文石穩 (Holder of Hong Kong Identity Card No.P113254(0)) (8th Future Owner)	Section C of Lot No.1312 in Demarcation District No.105	
PROFIT UP DEVELOPMENT LIMITED 盈陞發展有限公司 (Company No.1127587), the sole executor of the estate of MAN SING CHI 文勝枝, deceased (9th Future Owner)	Section F of Lot No.1312 in Demarcation District No.105	



SEALED with the Common Seal of )  
Citiway Consultants Limited AND )  
SIGNED by )  
)  
)  
)  
)  
its director(s) duly authorized by )  
)  
the Board of Directors, the lawful )  
)  
attorney of the 1st-24th Owners )  
)  
in the presence of :- )

SIGNED SEALED AND DELIVERED )  
by the 25th Owner (Holder of Hong Kong )  
Identity Card No.G162593(3)) )  
in the presence of :- )

SEALED with the Common Seal of the )  
26th Owner AND SIGNED by )  
)  
)  
)  
its director(s) duly authorized by )  
)  
the Board of Directors in the presence )  
of :- )

SEALED with the Common Seal of the )  
)  
Manager and SIGNED by )  
)  
)  
the directors duly authorized by the Board )  
)  
of Directors in the presence of :- )  
)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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DEED OF MUTUAL COVENANT AND  
MANAGEMENT AGREEMENT

in respect of

Various sections, sub-sections and remaining portions in Lot No.43 in Demarcation District No.101, Lots No.1271, 1272, 1275 and 1312 all in Demarcation District No.105 and of and in the messuages erections and buildings thereon now known as EDEN VILLA ( 伊甸雅苑 ).

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MESSRS. LEUNG KIN & CO.,  
SOLICITORS,  
6TH & 9TH FLOORS,  
HANG SENG YUEN LONG BUILDING,  
91-93 CASTLE PEAK ROAD,  
YUEN LONG,  
NEW TERRITORIES,  
HONG KONG.

Ref. : YL/37368/11