

Dated the 21st day of August 1993

DEED OF MUTUAL COVENANT
of
SADDLE RIDGE GARDEN
SHA TIN TOWN LOT NO.352

REGISTERED in the District Land
Registry Sha Tin by Memorial No.
on

I, the undersigned, do hereby certify
that I have examined this document with
its original/certified copy and that the
same is a true and correct copy thereof.


NG HON YING
Solicitor, Hong Kong.

for Land Registrar

REGISTERED in the Sha Tin
District Land Registry by
Memorial No. 717722
13 SEP 1993
for Land Registrar

NG AND FANG,
SOLICITORS & NOTARIES,
ROOMS 304 AND 604,
HANG CHONG BUILDING,
5 QUEEN'S ROAD CENTRAL,
HONG KONG.

\\HOME\D

HYN:F-5233/91

THIS INDENTURE made this 21st day of August One thousand nine hundred and ninety three

BETWEEN FORDREACH LIMITED whose registered office is situate at 23rd Floor, Chevalier Commercial Centre, 8 Wang Hoi Road, Kowloon, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include its successors and assigns) of the first part RICH FORTRESS LIMITED (富居物業管理有限公司) whose registered office is situate at Room 304, Hang Chong Building, 5 Queen's Road Central, Hong Kong (hereinafter called "the First Manager") of the second part and LEUNG KAM WAH (梁錦華) and HAU SIU LEUNG PAUL (侯少良) of Flat J on 20th Floor of Block 9 of Saddle Ridge Garden, Sha Tin, Hong Kong (hereinafter called "the First Purchaser" which expression shall where the context so admits include his executors administrators and assigns) of the third part.

DEFINITIONS :-

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

"Block" shall mean each of the twelve residential buildings known as Blocks "1" "2" "3" "4" "5" "6" "7" "8" "9" "10" "11" and "12".

"Block's Common Areas" shall mean and include the entrances and halls, lift lobbies, staircases, corridors, landings passages watchmen's or caretakers' office(s)/counter(s) and the exterior walls of each Block and the space on the roof where the water pipes, drains, wires, cables, lift machine rooms and other mechanical rooms are installed, attached or erected and any other spaces on the roofs.

"Block's Common
Facilities"

shall mean and include :-

- (a) Water pipes, drains, wires, cables, lift machine rooms and other mechanical rooms inside each Block and for the use and benefit of that particular Block.
- (b) Lifts inside each Block.
- (c) Communal television antennae for the use and benefit of each Block.
- (d) Door phone sets linking each Flat in each Block with its Block entrance and the Estate Office (if any).
- (e) Close circuit television cameras in the lifts in each Block connecting directly to the Estate Management Office (if any).
- (f) Store room in each Block (if any).
- (g) Refuse chute system and collection chamber.

"Car Parking Spaces"

shall mean all of the car parking spaces on the open ground and in the Car Port Building within the Land and the Estate for the parking of private motor vehicles belonging to the residents of the Residential Units and their bona fide guests and visitors in accordance with the Plans and include the car parking spaces for the parking of motor vehicles belonging to the visitors of retail shops.

"Car Port Building"

shall mean the building erected on the Land in which car parking spaces are provided in accordance with the Plans.

"Commercial Centre" shall mean the building erected on the Land in which shopping spaces are provided in accordance with the Plans.

"Commercial Development" shall mean all the structures erected or in the course of erection within the Land intended for commercial or non-residential use in accordance with the Plans including the Commercial Centre, the Kindergarten and the Car Parking Spaces.

"Commercial Shares" shall mean all those equal undivided parts or shares of and in the Land and the Estate allocated to the Commercial Development as herein referred to.

"Commercial Unit" shall mean any part of the Estate which is intended for separate occupation and use for commercial or non-residential purposes only.

"Conditions" shall mean the General and Special Conditions of the Agreement and Conditions of Sale dated the 22nd day of March 1991 and registered in the District Land Registry Sha Tin as New Grant No.12354 as modified by a Modification Letter dated the 2nd day of October 1992 and registered in the said District Land Registry by Memorial No.671740.

"Emergency Repairs Fund" shall mean a fund to be established by the Registered Owner and held by the Manager consisting of a sum equivalent to \$500.00 for each Residential Unit which shall be used for payment of works or repairs, amendments, reconstructions and rectification as may be required in writing by

the Building Surveyor or Quantity Surveyor (as appointed by the Director of Housing) during the defects liability period as provided under Special Condition (29) (g) of the Conditions.

"Estate"

shall mean the whole of the development known as "SADDLE RIDGE GARDEN (富 寶 花 園)" constructed or in the course of construction on the Land including but not limited to all machinery and equipment in or upon the Land all foundations, roads, footpaths, pedestrian ways or paths, footbridge link, stairway, cables, pipes, drainage, sewage and other structures, facilities or services installed in, under, on or over the Land for the use and benefit of the Owners and/or visitors of the Estate or any part or parts thereof.

"Estate's Common Areas"

shall mean the communal areas of the Estate and include :-

- (a) The main entrance to and exit from the Estate including the main gate (if any).
- (b) The main access road within the Estate.
- (c) The boundary fences and gates (if any).
- (d) The garden(s), lawns, open space, landscaped area, flower beds and planter boxes.
- (e) Footpaths, steps and staircases not within each Block.
- (f) Driveways and pavements.
- (g) The children's playgrounds, badminton courts,

table tennis tables, basket-ball court and volley-ball court.

- (h) The portion of the roof of the Commercial Centre where the active recreational facilities are located and the other open spaces and areas not otherwise designated for any particular purposes.
- (i) The Owners Committee Office (or Offices) and the Estate Management Office (or Offices) as provided under Special Condition (10) of the Conditions.
- (j) The garbage disposal area.
- (k) The pedestrian ways and paths (including any footbridge within the Land) provided in accordance with Special Condition (15) of the Conditions.
- (l) The loading and unloading areas and manoeuvring spaces for service vehicles.
- (m) The pedal bicycles parking spaces and racks.
- (n) The taxi stands.
- (o) Those other parts of the Estate intended for the common use and benefit of all the Owners and/or persons using or visiting the Estate in accordance with this Deed.

"Estate's Common
Facilities"

shall mean and include :-

- (a) Such of the sewers, drains, water courses, pipes, gutters, wells (if any), wires and cables and other service facilities whether

ducted or otherwise which are or at any time may be in, under or over or passing through the Land or the Estate, through which water, sewage, gas, electricity and any other services are supplied to the Estate or any part or parts thereof.

- (b) Transformer rooms, generator rooms, refuse storage chamber, refuse collection points, main distribution frame rooms (for telephone), pumps rooms, switch rooms, mechanical rooms, mechanical ventilation rooms and store rooms for use and benefit of the Owners and/or visitors of the Estate and not for the use or benefit of the Owners and/or visitors of a particular Block.
- (c) Close circuit television cameras in the Car Port Building and garden areas connecting directly to the Estate Management Office.
- (d) Lamp posts along the said main access road, driveways and footpaths.
- (e) Loading and unloading spaces (domestic) and loading and unloading spaces (commercial).
- (f) All those active and passive recreational facilities provided under Special Condition (12) of the Conditions.
- (g) Any other facilities installed for the use and benefit of the Estate and not for the use and benefit of a particular Block.

"Estate Owners Committee" shall mean a Committee of the Owners established as hereinafter provided.

"Estate Rules" and "House Rules" shall mean those Estate or House Rules from time to time in force as hereinafter provided.

"Flat" shall mean a Residential Unit in the Estate intended for domestic use by any individual Owner.

"Government" shall mean the Hong Kong Government and shall include all governmental departments or others acting with the Government's authority.

"Kindergarten" shall mean a kindergarten and other ancillary facilities constructed or to be constructed within the Estate as provided under Special Condition (11) of the Conditions.

"Loading/Unloading Spaces (Domestic)" shall mean all parking spaces within the Land and the Estate for the parking, loading and unloading of goods vehicles servicing the residential units in accordance with the Plans.

"Loading/Unloading Spaces (Commercial)" shall mean all parking spaces within the Land and the Estate for the parking, loading and unloading of service vehicles servicing the Commercial Units in accordance with the Plans.

"Land" shall mean All That piece or parcel of land registered in the District Land Office Sha Tin as Sha Tin Town Lot No.352.

"Maintain" shall mean and include inspect, test, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, keep, replace, and decorate or such of the foregoing as may be

applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.

"Manager" shall mean the First Manager or any other manager for the time being appointed as manager of the Estate pursuant to this Deed.

"Management" shall mean all duties and obligations to be performed and observed by the Manager as provided under the Management Agreement.

"Management Agreement" shall mean the management agreement made between the Registered Owner the First Purchaser and the First Manager on the date hereof.

"Management Expenses" shall mean the costs, charges and expenses for the management and maintenance of the Land and the Estate.

"Management Funds" shall mean all monies received, recovered or held by the Manager pursuant to this Deed except only Manager's remuneration.

"Owner" shall mean the owners of undivided shares and registered as such under the Land Registration Ordinance and their chargees or mortgagees in possession or one who has foreclosed including joint tenants (and in the case of Commercial Units shall also include tenants in common).

"Plans" shall mean the plans for the development of the Land drawn up by Chows Architects Limited and approved by the Director of Buildings and Lands under the Conditions and the Building Authority

under B.O.O. Reference No.BLD(B)2/9040/91(P) as the same shall from time to time be amended with the approval of the Director of Buildings and Lands and the Building Authority.

"Residential Development" shall mean those twelve Blocks erected or in the course of erection in the Estate in accordance with the Plans.

"Residential Shares" shall mean all those equal undivided parts or shares of and in the Land and the Estate allocated to the Residential Development.

"Residential Unit" shall mean and include a Flat or Flats, and any other part or parts of the Estate to which equal undivided shares in the Land and the Estate have been or may be allocated for residential use.

"Roof" shall mean the area on top of a Block, excluding the space where water pipes, drains, wires, cables, lift machine rooms and other mechanical rooms are installed, attached or erected.

"Sinking Fund" A fund to be established by the Manager for the improvement and/or replacement or repair of the services and Common Facilities of the Land and the Estate including meeting expenditure of a capital and/or non-recurrent nature for the better management of the Estate.

"Undivided Shares" shall mean all those equal undivided parts or shares of and in the Land and the Estate allocated as hereinafter referred to.

(2) References to the singular shall include the plural and vice versa and

references to the masculine gender shall include the feminine or neuter gender.

WHEREAS :-

(1) Immediately prior to the assignment to the First Purchaser hereinafter referred to the Registered Owner was the registered owner of the Land for all the residue of a term of years commencing from the 22nd March 1991 and expiring on the 30th June 2047 under and by virtue of the Conditions subject to the payment of the rent and to the observance and performance of the terms covenants and conditions therein reserved and contained.

(2) For the purposes of sale the Land and the Estate thereon have been notionally divided into 218,314 equal undivided shares as set out in the First Schedule hereto.

(3) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the First Purchaser of the other part the Registered Owner assigned unto the First Purchaser All Those 45 equal undivided 218,314th parts or shares of and in the Land and the Estate together with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT FLAT J on the 20TH FLOOR of BLOCK 9 of the Estate.

(4) The Registered Owner and the First Purchaser have agreed with the Manager for the Manager to undertake the management, operation, servicing, maintenance, repair, renovation, replacement and security of the Land and the Estate thereon and their equipment services and apparatus and the parties hereto have agreed to enter into this Deed of the purposes of making provisions for such management and of defining and regulating the rights interest and obligations of themselves and all subsequent owners in respect of the Land and the buildings thereon.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

1. The Registered Owner shall at all times hereafter subject to and with the benefit of the Conditions have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser All Those Residential Units and Commercial Units of the Estate save and except only the said Flat J on 20th Floor of Block 9 of the Estate assigned to the First Purchaser as aforesaid Together with the appurtenances thereto and the entire rents and profits thereof.

2. The First Purchaser shall at all times hereafter subject to and with the benefit of the Conditions have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the Registered Owner All That the said Flat J on 20th Floor of Block 9 of the Estate Together with the appurtenances thereto and the entire rents and profits thereof.

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

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

5. Every Owner shall (subject in the case of every owner of a Residential Unit to whom any shares allocated to his Residential Unit have been conveyed

by deed of assignment by the Registered Owner or by the Government as the case may be to the restriction on alienation imposed and accepted by covenant in each such deed contained) have the full right and liberty without reference to the other Owners or other persons who may be interested in any other equal undivided share or shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, lease, licence or otherwise dispose of or deal with his share or interest in the Land and the Estate together with the exclusive right and privilege to hold use occupy and enjoy such part or parts of the Estate which may be held therewith but any such sale, assignment, mortgage, lease or licence shall be expressly subject to and with the benefit of this Deed.

6. The right to the exclusive use occupation and enjoyment of any part of the Land and the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the undivided shares with which the same is held.

SECTION II

EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH (RESIDENTIAL OR COMMERCIAL) UNDIVIDED SHARE OF AND IN THE LAND AND THE ESTATE

A. Residential Shares

The Owner of each Residential Share (who has the exclusive right and privilege to hold use occupy and enjoy each Residential Unit) shall have the benefit of the following easements, rights and privileges Subject to the Estate Rules and House Rules and subject to payment by the Owner of his due proportion of the Manager's Remuneration and Management Expenses as described in the Second Schedule hereto (which are subject to revision as provided in the Management Agreement) which said Second Schedule is also

shown on the Management Agreement :-

1. Full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all persons having the like right) to go, pass and repass over and along and use the Block's Common Areas and Common Facilities for all purposes connected with the proper use and enjoyment of his Residential Unit in that Block subject to the House Rules (if any) relating to that Block's Common Areas.
2. Full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along and use the Estate's Common Areas and Common Facilities save those specifically reserved herein for all purposes connected with the proper use and enjoyment of the Residential Unit owned by the Owner subject to the Estate Rules (if any) relating to the Estate's Common Areas and Common Facilities.
3. The right to subjacent and lateral support from other parts of the Block and the right to subjacent and lateral support from the foundations and all other parts of the Estate.
4. The free and uninterrupted passage and running of water, sewage, gas, electricity and any other services from and to the Residential Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Land and the Estate for the proper use and enjoyment of the Residential Unit owned by the Owner.
5. The right for each Owner to use the Roof of the Block but only for the purpose of escape in the case of fire or emergency.

B. Commercial Shares

The Owner of each Commercial Share shall have the benefit of the following easements, rights and privileges subject to the Estate Rules and House Rules and subject to the payment of the Owner of his due proportion of the Manager's Remuneration and Management Expenses as described in the said Second Schedule hereto :-

1. Full right and liberty for the Owner for the time being his tenants, lessees, servants, agents and licensees (in common with all other person having the like right) to go, pass and repass over and use the Estate's Common Areas and Estate's Common Facilities for all purposes connected with the proper use and enjoyment of his Commercial Unit subject to the Estate Rules (if any) relating to such Estate's Common Areas and Estate's Common Facilities.
2. The right to subjacent and lateral support from the foundations and all other parts of the Estate.
3. The free and uninterrupted passage and running of water, sewage, gas, electricity and any other services from and to the Commercial Unit through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Land and the Estate for the proper use and enjoyment of each Commercial Unit without causing unreasonable harassment or inconvenience to other Residential/Commercial Units subject to the approval of the Manager.

C. Exclusion of Certain Rights

The Owner shall have no right to use the external wall of the Unit or to enter upon any part of the Land or the Estate save as expressly herein

provided and that all maintenance and repair works of the Estate shall be carried out by the Manager or his agents or contractor who shall have the right to enter in or upon any part of the Land and/or the Estate for that purpose as herein provided.

SECTION III

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH (RESIDENTIAL OR COMMERCIAL) EQUAL UNDIVIDED SHARE OF AND IN THE LAND AND THE ESTATE IS HELD

A. Residential Shares

The following are the easements rights and privileges subject to which each Residential Share and the exclusive right to hold use occupy and enjoy each Residential Unit is held :-

1. The Manager shall have full right and privilege at all reasonable times and privilege at all reasonable times and upon giving reasonable advance notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon each Residential Unit for the purposes of inspecting, examining and maintaining the Block's Common Areas or Block's Common Facilities or the Estate's Common Areas or the Estate's Common Facilities or any other apparatus and equipment therein.
2. Easements rights and privileges over along and through each Residential Unit and the Roof equivalent to those set forth in Clauses 3 to 5 of Sub-section A of Section II hereof.
3. The right of way to members of the public to pass and repass on foot at all times but not for any other purpose along, to, from, through, up and down the covered footbridge for all lawful purposes freely and without payment.

B. Commercial Shares

The following are the easements rights and privileges subject to which

each Commercial Share and the exclusive right to hold use occupy and enjoy each Commercial Unit is held :-

1. The Manager shall have the full right and privilege at all reasonable times and upon giving reasonable advance notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon each Commercial Unit or any part or parts thereof for the purposes of inspecting, examining and maintaining any part of the Estate's Common Areas and the Estate's Common Facilities in the Commercial Development.
2. Easements rights or privileges over along and through each Commercial Unit equivalent to those set forth in Clauses 2 and 3 of Sub-section B of Section II hereof.
3. The right of way referred to in Clause 3 of Sub-section A hereof.

SECTION IV

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

A. Provisions Applicable to all Owners

1. Every assignment of any undivided share in the Land and the Estate shall contain an express covenant by the Purchaser thereof to notify the Manager of any change of ownership within one month from the date of such assignment.
2. Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments, and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Estate owned by him and shall indemnify the other Owners and the Manager from and against all liability therefor.
3. Each Owner shall pay to the Manager on the due date his due

proportion of the Manager's Remuneration and Management Expenses as provided in the Management Agreement.

4. No Owner shall make any structural alterations to any part of the Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Estate whether in separate or common occupation nor will any Owner use, cut, injure, damage, alter or interfere with any of the main walls or beams or floors of any part or parts of the Estate including any part or parts of the Estate's Common Areas or any of the Estate's Common Facilities or any equipment or apparatus on in or upon the Land or the Estate not being equipment or apparatus for the exclusive use and benefit and any such Owner nor will any Owner make any alteration to any installation or fixture so as to affect or likely to affect the supply of water, electricity, gas or other services.

5. No Owner will permit or suffer to be done any act or thing in contravention of the terms and conditions in the Conditions or store any dangerous or unlawful goods or combustible or explosive substance in the Estate (except such as may be reasonably required for the purpose of cooking and heating) or whereby any insurance on the Estate or any part thereof may become void or voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay the amount of any increase in premium caused by or on account of such breach.

6. No Owner shall use the Estate or any part thereof in contravention of the terms and conditions in the Conditions and the Occupation Permit in respect of that part of the Estate or for any purpose other than for non-industrial (excluding godown cinema and hotel) purposes but excluding any trade or business of which in the opinion of the Director of Buildings and Lands is noisy, noisome or offensive or which may constitute a nuisance or

annoyance to the other occupiers of the Estate or for the business of a weaving or dyeing factory, or any business involving the use, manufacture, or storage of foamed rubber which shall include (inter alia) foamed and expanded plastic or nitrocellulose based plastic, polystyrene, polyvinyl chloride or poly-propylene, or the business of a funeral parlour, coffin shop, temple or Buddhist hall for the performance of the ceremony known as "Ta chai (打齋)" or for any similar ceremony, or as a boarding house, apartment house or for any illegal or immoral purpose.

7. Each Owner shall be responsible for and shall indemnify all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Estate owned by him or any person using such part of the Estate with his consent expressed or implied or by or through or in any way owing to the overflow of water or the escape of fumes smoke or anything else therefrom.

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

9. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Estate.

10. No Owner shall do 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 will in any way interfere with or affect or which is likely to interfere with or affect the management and the maintenance of the Estate as herein provided.

11. Each Owner shall maintain the part or parts of the Estate in respect of which he is entitled to exclusive possession in good repair and condition to the satisfaction of the Manager and in such a manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Estate.

12. No Owner will use or permit or suffer the part of the Estate owned by him to be used for any illegal or immoral purpose 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 (including playing "mahjong" between 11:00 p.m. and 7:00 a.m.) to or cause damage to the other Owners and occupiers for the time being.

13. No part of the Block's Common Areas and the Estate's Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left therein nor shall any part of such 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 Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Estate.

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

15. No Owner shall have the right to enter into the Block's Common Facilities, alter, repair, connect to or in any other way interfere with or

affect the working of the lifts, machine rooms, public lighting, transformer rooms, generator rooms, switch rooms, pump rooms, pumps, apparatus, services and the Estate's Common Facilities without the previous written consent of the Manager.

16. No Owner shall affix or install his own private aerial outside any part of any building.

17. Except as herein mentioned no signs, signboards, paintings, notices, advertisements, flags, banners, poles, cages or other projection or structures whatsoever extending beyond the exterior of any building shall be erected, installed or otherwise affixed or projected from any building or any part thereof without the prior written consent of the Manager and the Director of Buildings and Lands.

18. No Owner shall affix exhibit or paint on any part of the external walls, the common entrance halls, staircases, landings, lifts or passages of and in the Estate any trade, profession or business notice or advertisement whatsoever or shall do or permit to be done any act or thing which may or will alter the external appearance of any building without the prior consent in writing of the Director of Buildings and Lands and the Manager. No air-conditioning units or plants or any other fixture shall be installed through the windows or external walls of any building in the Estate or through any shop front, window, wall or partition enclosing the premises (except in the apertures specially provided therefor) without the written consent of the Manager having been first obtained.

19. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Estate owned by him any refuse, rubbish, litter or other article or thing whatsoever except by using the facilities provided for the disposal thereof.

20. All Owners shall at all times observe and perform the Estate Rules and

all Owners of Residential Units shall at all times observe and perform the House Rules as herein provided.

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

22. No clothing or laundry shall be hung outside any building other than in the spaces specifically provided therefor nor in the Block's Common Area and Estate's Common Areas.

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

24. The Owners shall use the Car Parking Spaces (except the visitors car parking spaces if any) for the purpose of parking motor vehicles belonging to the residents of the Estate only and shall not place or store goods or other things thereon and shall observe such House Rules or Estate Rules as shall affect the same.

25. No Owner shall keep any pet or animal within the Estate.

26. Each Owner shall observe and perform all the terms conditions and covenants contained in the Conditions and to pay the rent therefor.

B. Provisions Applicable to Owners of Residential Shares Only

1. All Residential Units shall be used for domestic purposes by the Owners and members of their families only (insofar as the Owners are being bound or subject to the provisions of the Housing Ordinance) and in particular shall not be used as an apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles. No partitioning shall be erected or installed which does not leave clear access for fire

exits and no window shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

2. No Owners shall have the right to use the Roof or part thereof except only for escape in the event of fire or emergency. No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or structure on any of the Roofs or any part thereof and the Manager shall have the absolute right to remove and destroy anything erected or placed on any Roof in contravention of this provision at the costs and expenses of the Owner who has been in breach of this provision.

3. No Owner shall block or obstruct the access to the Roof.

4. No Owner shall permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over through and along any of the common staircases, corridors, entrances, exits and other Block's Common Areas. The design of any metal window shall be standard throughout the Estate as designated by the Manager. The installation of any metal grille or shutter or gate throughout the Estate shall be in accordance with the existing rules and regulations specified by the Fire Services Department and/or other Government Departments and the Manager shall have the rights to demolish and re-install a proper one if the same is found in contravention of any aforesaid rules or regulations at the expense of the Owner.

5. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit advertising or other sign of any description.

6. No part of the Block's Common Areas shall be obstructed or incumbered

nor shall any refuse matter or other thing placed therein nor shall any part of such Common Areas be used for any business or private purpose and no Owner shall do or permit or suffer to do anything in such Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Residential Block of which the Residential Unit owned by him forms a part.

C. Provisions Applicable to the Owners of Commercial Shares only

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

2. No advertising or other signs shall be exhibited from the exterior of any Commercial Unit without the prior approval in writing of the Manager. All advertising signs will conform to the advertising plan approved by the Manager. The Owner shall be solely responsible for and shall indemnify all other owners and the Manager from all loss, damages, actions, proceedings, claims demands, costs and expenses arising directly or indirectly from the installation, use or removal of any sign exhibited by him on or from any Commercial Unit or any defect therein or the non-repair thereof.

3. No hazardous, dangerous or combustible materials shall be stored or permitted to be stored in any part of the Commercial Development without the written consent of the Manager and then only subject to compliance with all requirements which may be imposed by the Conditions or the Manager or any legislation or the Fire Services Department or any other interested governmental authorities.

SECTION V

MANAGEMENT OF THE ESTATE

The management of the Land and the Estate shall be undertaken by the First Manager as Manager for the time being appointed pursuant to this Deed

and under the terms and conditions as specified in the Management Agreement subject to such variation as shall from time to time be adopted by the Owners.

SECTION VI

EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

1. In the event of the Estate or any block therein being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for habitation, the Manager shall convene a meeting of the Owners of both Residential and Commercial Units and such meeting may resolve by a 75% majority of the Owners of the Residential Units and Commercial Units of the Estate or the affected Block (as the case may be) present in person or by proxy and voting that by reason of the insufficiency of insurance monies, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild the Estate or the affected Block (as the case may be) then in such event the undivided shares in the Lands and Estate or the affected Block (as the case may be) 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 and to distribute the net proceeds of sale amongst the Owners of such shares in proportion to the respective shares previously held by them. 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 or any other Deed shall be extinguished so far as the same relate to such former Owners of the Estate or the affected Block (as the case may be) therein. If it is resolved to reinstate such part of the Estate each Owner shall pay his due proportion of

the excess of the cost of reinstatement of such part of the Estate damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Estate and that until such payment the same will become a charge upon his interest in such part of the Estate and be recoverable as a civil debt.

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

- (a) a meeting shall not proceed unless a quorum is present. A quorum shall consist of Owners present in person or by proxy of Residential Units and Commercial Units in that Block in whom not less than 20% of the undivided shares allocated to the affected Block are vested;
- (b) the Manager shall preside at such meeting;
- (c) a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present at the meeting. A poll if demanded shall be taken at such time and in such manner as the Manager shall direct;
- (d) on a show of hands every Owner entitled to be present and present at the meeting shall have one vote. In case of a poll every Owner of a Residential or a Commercial Unit shall have one vote for every Residential Share or a Commercial Share held by him.

SECTION VII

MEETINGS OF THE OWNERS

A. Meetings of Owners

- 1. The Owners of the Estate shall meet at least once a year commencing with the year following that in which the Occupation Permit for the Estate

is issued for the purpose of electing twelve representatives of the Residential Development (one from each Residential Block), one representative of the Commercial Development (including the Kindergarten and the Car Parking Spaces) to the Estate Owners Committee and transacting any other business of which due notice is given in the notice convening the Meeting Provided that the first of such notice convening the Meeting shall be called by the Manager as soon as possible but in any event not later than 4 months from the date of a written consent of the Registrar General (Land Officer) given to the Registered Owner to assign any of the Residential Units pursuant to Special Condition (23)(b) of the Conditions. Such representatives must be the owner or their agents duly appointed by proxy by the owners.

2. The Owners may meet from time to time as occasion may require to discuss and decide matters concerning the Estate including the dismissal of the Manager as provided under the Management Agreement and the appointment of a new manager in its stead and they shall meet whenever required by the Manager, the Estate Owners Committee or upon request made by the Owners holding 20% of the undivided shares of the Estate.

3. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy holding not less than 20% of the undivided shares of the Estate shall be a quorum.

4. The only persons entitled to attend any such Meeting and vote thereat shall be owners or the agents duly appointed by proxies by the Owners.

5. One of the representatives duly elected in accordance with the provisions of Clause 1 hereof shall be the Chairman of the Meeting. In his absence, one of the other representatives shall be the Chairman and in their absence the Owners present at the Meeting shall choose one of their members

to be the Chairman of that Meeting Provided that the Manager shall be the Chairman of the first Meeting until such time such representatives have been elected.

6. All resolutions passed at such Meeting shall be binding on all the Owners.

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

8. On a show of hands every Owner entitled to be present and present at the Meeting shall have one vote. In case of a poll every Owner shall have one vote for every share held by him.

9. Every resolution put to vote at the Meeting shall be passed by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.

10. The purpose of such Meeting, in addition to the election of representatives and the dismissal of the Manager and the appointment of a new manager in its stead as aforesaid, shall be to discuss matters relating to the Estate generally and to record the view of the Owners to enable the said representatives to represent them at meetings of the Estate Owners Committee.

11. The representatives from each Residential Block and the Commercial Development shall be elected in the following manner. The candidates for election shall be proposed and seconded by any Owner of such individual Residential Block or the Commercial Development present at the Meeting. As soon as all candidates have been proposed and seconded and provided that such candidates consent to be elected their names shall be put before the

Meeting who will vote thereon. The election of representatives from each Residential Block and the Commercial Development shall be convened or conducted on separate occasions.

B. Meetings of Estate Owners Committee

1. The representatives elected as aforesaid shall be members of the Estate Owners Committee and they shall meet at least once a year commencing with the year following that in which the Estate receives its Occupation Permit.
2. The Estate Owners Committee may meet from time to time as occasion may require to discuss and decide matters concerning the Estate and shall meet whenever required by the Manager.
3. The Meeting of the Estate Owners Committee shall be convened by the Manager or any two members of the Estate Owners Committee by at least 7 days' notice in writing specifying the time and place of the Meeting and the subject to be discussed.
4. No business shall be transacted at any time unless a quorum is present when the Meeting proceeds to business and not less than ten representatives of the Estate Owners Committee shall be a quorum.
5. The representatives present at the first Meeting of the Estate Owners Committee shall choose one of their members to be the Chairman and he shall be Chairman until the next Annual General Meeting. Thereafter the Chairman shall be chosen by the representatives as aforesaid at every Annual General Meeting. In the absence of the Chairman, the representatives present at any Meeting duly convened shall choose one of their members to be the Chairman of the Meeting.
6. The Manager shall send a representative or representatives to all such Meetings and a record of the persons present at the Meetings and the proceedings thereof shall be kept.

7. All resolutions passed at such Meetings shall be binding on all the Owners of the Estate.
8. A resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one representative entitled to be present and present at the Meeting. A poll, if demanded, shall be taken at such time and in such manner as the Chairman shall direct.
9. On a show of hands and a poll every representative entitled to be present and present at the Meeting shall have one vote.
10. In the case of an equality of votes the Chairman shall have a second or casting vote.
11. Other than hereinbefore provided, the function of the Estate Owners Committee shall be limited to approving, revoking and amending the Estate Rules and House Rules prepared by the Manager and to representing the Owners of the Estate in all dealings with the Manager and undertaking such other duties as the Manager may with the approval of the Estate Owners Committee delegate to the Committee.

SECTION VIII

MAINTENANCE OF SLOPES AND ADJACENT GOVERNMENT LAND

1. Each of the Owner shall at all times during the residue of the term of the years granted under the Conditions at his own expense (by contributing his due proportion of the expense) maintain in good substantial repair and condition to the satisfaction of the Director of Buildings and Lands all the area coloured green hatched black on the plan annexed to the Conditions including all land, slope treatment works, earth-retaining structures, drainage and other works therein and thereon.
2. In the event that any landslip, subsidence or falling away occurs within the said area at any time during the residue of the term of the years

granted under the Conditions, each of the owner shall pay his due proportion of the expense reinstate and make good the same to the satisfaction of the Director of Buildings and Lands and any adjacent or adjoining areas which, in the opinion of the said Director have been affected and shall indemnify the Government its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away.

3. Each of the Owners shall at all times ensure that there shall be no illegal excavation or dumping by him or his agent(s) in the area shown coloured green hatched black on the plan annexed to the Conditions.

4. The Manager may erect fences or other barriers for the prevention of such illegal excavation or dumping.

5. The Director of Buildings and Lands shall be entitled by notice in writing to call upon the Manager for or on behalf of the Owner(s) to carry out such maintenance or to reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Owner(s) shall neglect or fail to comply with such notice to the satisfaction of the said Director within the period specified therein, the said Director may after the expiry of such period, execute and carry out the required works and each of the Owners shall forthwith on demand of the Government or the Manager as the case may be repay to the Government the costs thereof.

6. Each the Owner hereby irrevocably authorizes the Manager to pay for his due proportion and share of the expenses upon receiving such demand from the Government as hereinbefore referred and the Manager shall have the right to claim back from each such Owner his due proportion and share of the expenses as personal debt and/or liquidated damage.

SECTION IX

MISCELLANEOUS

1. Each of the Owner shall before possession of the Unit is given pay to the Manager a due proportion of the deposits (non-refundable but transferable) in respect of water meters, electricity deposits etc. for common use which may have been paid by the Registered Owner in respect of the Estate.

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

3. Each Owner shall notify the Manager the name and address of the person authorised by him to accept service or process. Every Owner shall inform the Manager in writing of any assignment transfer or other disposition of his interest in the Land and the Estate within one month from such assignment transfer or disposition.

4. All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by pre-paid post to or left at the last address (if any) of such owner notified to the Manager and, in the case of Owners of Unit if a copy is also left at or sent to the Unit of which the party to be served is the owner notwithstanding that such party is not personally occupying the same. Provided however that where notices are to be given to an Owner who is a chargee or mortgagee such notice shall be served on the chargee or mortgagee, if it is a corporation, at its registered office or last known

place of business in Hong Kong, and if it is an individual, at his last known address. All notices required to be given to the Manager shall be properly served if sent at the registered office of the Manager or left at the Estate Management Office in the Estate. For the aforesaid purpose all Owners shall give his current correspondence address for service of notice to the Manager.

5. Within 2 months from the date hereof the Manager shall cause to be made a translation in Chinese of this Deed which shall be available for inspection by the Owners who may request copies thereof be sent to them on the payment of reasonable expenses. In the event of any dispute in the interpretation of this Deed the English version shall prevail.

6. The Manager shall at all times keep in the Estate Management Office in the Estate a set of plans showing the Estate's Common Areas which plans shall be available for inspection by the Owners.

7. Each Owner of Residential Unit sold under the Private Sector Participation Scheme shall ensure that his Unit shall be occupied by himself and/or the members of his family included in his application for unit submitted to the Hong Kong Housing Authority under the said Private Sector Participation Scheme.

8. The Manager shall give to the Estate Owners Committee and the Owners of Residential Units a written notice of the defects liability period under Special Condition (23)(b)(ii) of the Conditions not less than 3 months before the expiration of the defects liability period as referred to in the said Special Condition.

9. The Owners shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorised personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature

arising out of or in connection with the construction, alteration, repair and maintenance of the covered footbridge constructed pursuant to Special Condition (14)(a) of the Conditions. The Owners shall at all times manage and maintain the said covered footbridge, the pedestrian walkways and links in good and substantial repair and condition in all respects to the satisfaction of the Director of Buildings and Lands.

10. This Deed shall be read together with the Management Agreement but in the event of any inconsistency with the terms of the Management Agreement the provisions in this Deed shall prevail.

IN WITNESS whereof the Registered Owner the First Manager have caused their respective Common Seals to be hereunto affixed and the First Purchaser has hereunto set his hand and seal the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Undivided Shares for each residential Block 1 to 12 inclusive

Flat	A	B	C	D	E	F	G	H	J	K
1/F	55	55	55	54	40	45	55	55	45	40
2/F	55	55	55	54	40	45	55	55	45	40
3/F	55	55	55	54	40	45	55	55	45	40
4/F	55	55	55	54	40	45	55	55	45	40
5/F	55	55	55	54	40	45	55	55	45	40
6/F	55	55	55	54	40	45	55	55	45	40
7/F	55	55	55	54	40	45	55	55	45	40
8/F	55	55	55	54	40	45	55	55	45	40
9/F	55	55	55	54	40	45	55	55	45	40
10/F	55	55	55	54	40	45	55	55	45	40
11/F	55	55	55	54	40	45	55	55	45	40
12/F	55	55	55	54	40	45	55	55	45	40
13/F	55	55	55	54	40	45	55	55	45	40
14/F	55	55	55	54	40	45	55	55	45	40
15/F	55	55	55	54	40	45	55	55	45	40
16/F	55	55	55	54	40	45	55	55	45	40
17/F	55	55	55	54	40	45	55	55	45	40
18/F	55	55	55	54	40	45	55	55	45	40
19/F	55	55	55	54	40	45	55	55	45	40
20/F	55	55	55	54	40	45	55	55	45	40
21/F	55	55	55	54	40	45	55	55	45	40
22/F	55	55	55	54	40	45	55	55	45	40
23/F	55	55	55	54	40	45	55	55	45	40
24/F	55	55	55	54	40	45	55	55	45	40
25/F	55	55	55	54	40	45	55	55	45	40
26/F	55	55	55	54	40	45	55	55	45	40
27/F	55	55	55	54	40	45	55	55	45	40
28/F	55	55	55	54	40	45	55	55	45	40
29/F	55	55	55	54	40	45	55	55	45	40
30/F	55	55	55	54	40	45	55	55	45	40
31/F	55	55	55	54	40	45	55	55	45	40
32/F	55	55	55	54	40	45	55	55	45	40
33/F	55	55	55	54	40	45	55	55	45	40
34/F	55	55	55	54	40	45	55	55	45	40
35/F	55	55	55	54	40	45	55	55	45	40
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	1,925	1,925	1,925	1,890	1,400	1,575	1,925	1,925	1,575	1,400

Total undivided shares for each Block : 17,465

Total undivided shares for the 12 residential Blocks : 209,580

Commercial Development

Commercial Centre

<u>Shop No. (G/F)</u>	<u>undivided shares</u>
G1	34
G2	33
G3	33
G4	33
G5	33
G6	31
G7	33
G8	33
G9	56
G10	33
G11	33
G12	35
G13	24
G14	30
G15	38
G16	38
G17	98
G18	29
G19	31
G20	36
G21	39
G22	37
G23	36
G24	41
G25	43
G26	26
G27	21
G28	21
G29	25
G30	54
G31	28
G32	23
G33	17
G34	15
G35	29
G36	22
G37	22
G38	22
G39	35
G40	25
G41	65
G42	43
G43	30
G44	24
G45	24
G46	24
G47	30
G48	75

G49	36
G50	39
G51	74
G52	39
G53	44
G54	28
G55	31
G56	30
G57	39
G58	36
G59	36
G60	35
G61	37
G62	36
G63	23
G64	58

Shop No. (1/F)

undivided shares

F1	38
F2	24
F3	19
F4	19
F5	19
F6	19
F7	19
F8	19
F9	25
F10	19
F11	19
F12	19
F13	19
F14	1377
F15	19
F16	19
F17	19
F18	19
F19	19
F20	24
F21	118
F22	22
F23	118
F24	22
F25	22
F26	33
F27	21
F28	22
F29	33
F30	21
F31	21
F32	33
F33	22
F34	22
F35	22
F36	22

F37	22
F38	22
F39	22
F40	22
F41	22
F42	30
F43	30
F44	30
F45	34
F46	22
F47	33
F48	33
F49	33
F50	33
F51	22
F52	33
F53	33
F54	33
F55	33
F56	33
F57	33
F58	22
F59	33
F60	33
F61	100
F62	22
F63	118
F64	22
F65	118
F66	19
F67	84
F68	90

<u>Shop No. (Roof Floor)</u>	<u>undivided shares</u>
R1	61
R2	62

Total: 6,000 shares

Kindergarten 1,860 shares

874 Car Parking Spaces (1 share for each of car-parking spaces) Total: 874 shares

Total number of undivided shares in the Land and the Estate 218,314 shares

THE SECOND SCHEDULE ABOVE REFERRED TO

Residential Units of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of the Estate

<u>Flat</u>	<u>Monthly Contribution</u>
A, B, C, D, G and H	HK\$430.00 per unit
F and J	HK\$350.00 per unit
E and K	HK\$310.00 per unit

Commercial Units in the Commercial Development

Commercial Centre HK\$60,000.00

Kindergarten HK\$10,000.00

Each Car Parking Space HK\$100.00