

Dated _____ 20

MTR CORPORATION LIMITED

as the registered owner

and

[_____]

as the Purchaser

and

MTR CORPORATION LIMITED

as the Manager

SUB-DEED OF MUTUAL COVENANT

and

MANAGEMENT AGREEMENT

in respect of

the development erected on

Site I of The Remaining Portion of Tseung Kwan O Town Lot No.70

Tseung Kwan O

Draft 10 to LACO (Approved)

2020.12.10

Deacons

5th Floor
Alexandra House
16-20 Chater Road
Central, Hong Kong
hongkong@deacons.com
www.deacons.com
Tel : +852 2825 9211
Fax : +852 2810 0431

LC:WW:TSCARY 2018/367606

SUB-DEED OF MUTUAL COVENANT

INDEX

SECTION A : PARTIES AND RECITALS

Date

Parties

Recitals

1. Supplemental
2. Development
3. Allocation of Shares
4. Assignment
5. Purpose of Deed
6. Approval

OPERATIVE PARTS

SECTION B : DEFINITIONS

SECTION C : RIGHTS OF OWNERS

1. Rights attaching to each Share
2. Rights of MTR
3. Rights of Purchaser
4. Disposal restrictions

SECTION D : OBLIGATIONS OF OWNERS AND POWERS OF MANAGER

1. Owners to comply
2. Owners to observe restrictive covenants
3. Management Charges
4. Assignment of Common Areas and Common Services and Facilities
5. Phase X Residential Units with open kitchen
6. Curtain walls and casement windows
7. Ownership and maintenance of Non-Common EV Facilities
8. Compliance with Ordinances, etc. in respect of Non-Common EV Facilities
9. Compliance with Ordinances, etc. in respect of EV Facilities for Visitors' Car Parking Spaces
10. Contribution to maintenance of Station Slab, etc.
11. Maintenance of slabs of Phase X
12. Contribution to maintenance of Utility Spine
13. Electricity supply
14. Maintenance of hose reels and associated manual fire alarm system at private roof

SECTION E : MEETINGS OF THE OWNERS OF PHASE X

1. Meetings of the Owners

2. Annual Meeting
3. Convening of meeting
4. Notice
5. Quorum
6. Chairman
7. Minutes
8. Voting
9. Resolutions binding on Owners
10. Accidental omission of notice
11. Resolutions requiring special majority
12. Audit of annual accounts

SECTION F :

PHASE X OWNERS SUB-COMMITTEE

1. Number of members
2. Quorum
3. Eligibility for appointment
4. Election of members
5. Officers
6. Tenure of office
7. Votes of members
8. Power to make rules
9. Manager to be invited
10. Power to call meeting

SECTION G :

PHASE X HOUSE RULES

1. Phase X House Rules first in force
2. Making and amendment of Phase X House Rules
3. Phase X House Rules to be posted on notice boards

SECTION H :

INTERPRETATION AND MISCELLANEOUS

1. Marginal notes, headings and index
2. Plurals and genders
3. Service of notices
4. Covenants to run with the Land
5. Chinese translation
6. Building Management Ordinance
7. Works and Installations
8. Paragraphs 7(7) and 7(8) of Schedule 7 to Building Management Ordinance

FIRST SCHEDULE

PART I ALLOCATION OF SHARES

PART II ALLOCATION OF MANAGEMENT UNITS

SECOND SCHEDULE

PART I EASEMENTS

1. Right to pass

2. Rights of Owners of the Phase X Residential Units
3. Rights of Owners of the Phase X Car Parking Spaces
4. Rights relating to utility pits and trenches
5. Right to pass and use the driveways located within Site H forming parts of the Non-Station Development Common Areas located within Site H

PART II EXCEPTIONS AND RESERVATIONS

1. Rights of other Owners
2. Rights of the Owner of the Station Complex and the Reserved Areas
3. Rights relating to Internal Transport System
4. Right of Owners of the Non-Station Development to pass and use the Non-Station Development Common Areas within Phase X and the Non-Station Development Common Services and Facilities within Phase X

THIRD SCHEDULE

RESTRICTIONS AND PROHIBITIONS

1. Not to partition
2. User
3. Not to make alterations or additions
4. Phase X Non-enclosed Areas
5. Not to hang washing
6. Not to exhibit signs
7. Not to misuse lavatories
8. Not to obstruct Common Areas
9. No erection of metal grilles and shutters
10. Not to obstruct driveways
11. Visitors' Car Parking Spaces
12. Parking spaces for disabled persons
13. Loading and unloading bays
14. Pedal-cycle parking spaces
15. No demolition or alteration of partition walls and/or floor/roof slabs and consent record
16. Greenery areas

FOURTH SCHEDULE

PHASE X HOUSE RULES

FIFTH SCHEDULE

WORKS AND INSTALLATIONS

SIXTH SCHEDULE

PART I PHASE X BALCONIES

PART II PHASE X UTILITY PLATFORMS

EXECUTION

PARTIES AND RECITALS

Parties BETWEEN

(3) **MTR CORPORATION LIMITED** 香港鐵路有限公司 whose registered office is at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (the "**Manager**" which expression shall where the context so admits include its successors).

(d) identifying those parts of Phase X which will form part of the Common Areas and the Common Services and Facilities under the Principal Deed.

Approval

6. The Director has given his approval to this Deed in accordance with the Government Grant.

OPERATIVE PARTS

NOW THIS DEED WITNESSETH that the parties hereto have agreed and **DO HEREBY COVENANT** with each other as follows to the intent that this Deed shall enure to the benefit of and shall bind each of them and their respective successors in title and persons deriving title under or through them or any of them and all persons who may hereafter during the Term become an Owner.

SECTION B

DEFINITIONS

1. Terms (other than those set out in Clause 2 hereof) defined in the Principal Deed shall have the same meaning when used in this Deed.

2. In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires :

"Approved Plans"	means the building plans for Phase X of the Development approved by the Building Authority and/or the Director as from time to time amended, modified or substituted;
"Authorized Person"	means an authorized person who is appointed under section 4(1)(a) or (2) of the Buildings Ordinance, Cap.123 as a co-ordinator of building works for Phase X of the Development;
"Common EV Facilities"	means all such facilities installed or to be installed within the Phase X Car Park Common Areas for the common use and benefit of the Owners of the Phase X Car Parking Spaces for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance Chapter 374 of the Laws of Hong Kong Special Administrative Region parking at any of the Phase X Car Parking Spaces; such facilities shall not serve any of the Phase X Car Parking Spaces exclusively or belong to any of the Owners of the Phase X Car Parking Spaces and shall include but not limited to such wires, cables, ducts, trunking, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;
"Deed"	means this Deed as amended or varied from time to time;
"EV Facilities for Visitors' Car Parking Spaces"	means all such facilities installed or to be installed within the Phase X Car Park Common Areas for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance Chapter 374 of the Laws of Hong Kong Special Administrative Region parking at the Visitors' Car Parking Spaces and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base boxes, socket outlets, locks, covers and other security and/or protective devices, charging station, payment device, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;
"Fire Safety Management Plan"	means the fire safety management plan and measures relating to the Phase X Residential Units with open kitchen design required to be implemented by the Buildings Department and the Fire Services Department and any addition or variation thereto from time to time in accordance with the then relevant requirement of the Buildings Department, the Fire Services Department and any other relevant Government authority;
"First Assigned Premises"	means Unit [] on the [] Floor of Tower [] [and Car / Motor Cycle Parking Space No. [] on Lower Ground 1 / Lower Ground 2 Floor] of Phase X of the Non-Station Development;
"Management Units"	means the Management Units attributable to the Phase X Car Parking Spaces and the Phase X Residential Units as set out in Part II of the First Schedule;
"Non-Common EV Facilities"	means all such facilities installed or to be installed within the Phase X Car Park for serving any of the Phase X Car Parking Spaces exclusively or belonging to any of the Owners of the Phase X Car Parking Spaces for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance Chapter 374 of the Laws of Hong Kong Special

	Administrative Region parking at such Phase X Car Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base boxes, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;
“Non-Station Development Common Areas within Phase X”	means those parts of the Non-Station Development Common Areas (as defined in the Principal Deed) situated within Phase X which are intended for use by or benefit of Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to Road R4 Carriageway on Lower Ground 4 Floor and pavements; and the Non-Station Development Common Areas within Phase X are for identification purpose only as shown on the plans annexed hereto and thereon coloured Orange;
“Non-Station Development Common Services and Facilities within Phase X”	means those services and facilities forming parts of the Non-Station Development Common Services and Facilities (as defined in the Principal Deed) in, on or under Phase X and which serve the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, fire services, drainage pipes, electrical cables and other ancillary facilities installed in the Non-Station Development Common Areas within Phase X;
"Phase X"	means that part of the Non-Station Development constructed on the part of the Land shown and marked Site I on Plan K annexed to the Government Grant and referred to therein as Site I comprising Phase X which consists of two residential tower blocks, recreational facilities, car parking spaces and common areas and facilities now known as “LP10”;
"Phase X Balcony"	means each of the Balconies forming part of a Phase X Residential Unit specified in Part I of the Sixth Schedule and for identification purpose only as shown and marked “BAL.” on the plans annexed hereto;
"Phase X Car Park"	means that part of the Car Park within Phase X indicated on the Approved Plans for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the Owners or occupiers of the Residential Development or belonging to the visitors or invitees of the Owners or occupiers of the Phase X Residential Development or for the parking of motor cycles to be used by the Owners or occupiers of the Residential Development or their visitors or invitees or for the parking of pedal-cycles to be used by the Owners or occupiers of the Phase X Residential Development or their visitors or invitees and includes areas intended for the common use and benefit of the Owners, occupiers and licensees of such part of the Car Park within Phase X and also includes parking spaces for disabled persons provided in Site I pursuant to Special Condition No.(44)(a)(vii) of the Government Grant;
"Phase X Car Park Common Areas"	means the whole of the Phase X Car Park (except those Phase X Car Parking Spaces and pedal-cycle parking spaces shown and delineated on the car park layout plan approved by the Building Authority), intended for the common use and benefit of the Owners, occupiers and licensees of the Phase X Car Park including, but not limited to, such parts of external walls of Lower Ground 2 Floor and Lower Ground 1 Floor forming parts of the enclosing walls of any Phase X Car Park Common Areas, Visitors’ Car Parking Spaces (including parking spaces for disabled persons provided in Site I pursuant to Special Condition No.(44)(a)(vii) of the Government Grant), carpark lobbies, entrances, ramps, driveways, staircases, electrical meter room, fan rooms, air ducts and the Phase X Car Park Common Areas are for identification purpose only as shown on the plans annexed hereto and thereon coloured Green;

**"Phase X Car Park
Common Services and
Facilities"**

means those services and facilities in on or under Phase X and which serve the Phase X Car Park as a whole including, but not limited to, the Common EV Facilities, EV Facilities for Visitors' Car Parking Spaces, escalators, plant and machinery, electrical installations fittings and equipment, barriers and water supply apparatus but excluding anything contained in the Non-Station Development Common Services and Facilities within Phase X, Phase X Common Services and Facilities and Phase X Residential Common Services and Facilities;

**"Phase X Car Parking
Space"**

means a Unit situate in the Phase X Car Park for the purpose of parking of motor vehicle licensed under the Road Traffic Ordinance and belonging to an Owner or occupier of the Residential Development, or parking of motor cycle to be used by an Owner or occupier of the Residential Development or such Owner's or occupier's visitors or invitees and for the avoidance of doubt, includes the Non-Common EV Facilities (if any) exclusively serving such Unit;

"Phase X Common Areas"

means those parts of Phase X which are intended for use by the Owners of more than one constituent parts of Phase X, namely the Phase X Car Park and the Phase X Residential Development and not for the sole benefit of the Owners of only one constituent part including, but not limited to, such parts of external walls of Lower Ground 4 Floor, Lower Ground 3 Floor, Lower Ground 2 Floor and Lower Ground 1 Floor forming parts of the enclosing walls of any Phase X Common Areas, driveways, lanes, footpaths, covered walkway together with its canopy and associated structures thereof; entrances, lobbies, counters, staircases, ramps, landings, corridors and passages; drop off areas, refuse storage and material recovery chamber and refuse collection vehicle parking spaces; emergency generator rooms, F.S. lift lobbies, F.S. control room, F.S. & sprinkler pump room, street fire hydrant pump room, F.S. pump room, street fire hydrant water tank room, sprinkler/drencher control valve rooms, master meter room, master water meter room, water meter cabinet, potable water & flushing water tank & pump room, potable water tank & pump room, potable & irrigation tank & pump room for Tower 1 & podium, fan rooms, air ducts, transformer room, low voltage main switch room, customer's switch room, electrical meter rooms, electrical duct, top roof of Staircase ST-1-2, fuel tank rooms and pipe ducts on or in Phase X; the estate management office, guard room, security control room, store and any other space in Phase X used for office or other accommodation of the Phase X Owners Sub-Committee or watchmen or caretakers or other staff employed on or in or for Phase X, and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within Phase X not used for the sole benefit of the Owners of any one constituent part of Phase X only and for identification purpose only as shown on the plans annexed hereto and thereon coloured Yellow;

**"Phase X Common
Services and Facilities"**

means those services and facilities constructed or to be constructed in on or under Phase X and which serve more than one constituent parts of Phase X, namely the Phase X Car Park and the Phase X Residential Development including, but not limited to, sewers, gutters, drains, watercourses, water features, wells, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, associated facilities for provision of electricity services to Phase X, fittings, equipment and apparatus; communal aerial, satellite and cable reception, distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus; refuse disposal equipment; lifts; air-conditioners and fans; architectural features and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of Phase X as part of the amenities thereof and not for the sole benefit of any one constituent part of Phase X only;

"Phase X House Rules"

means the House Rules set out in the Fourth Schedule hereto as varied or modified by the Manager from time to time in accordance with Clause 2 of Section G;

"Phase X Non-enclosed Areas"

means the Phase X Balconies and the covered areas underneath the Phase X Balconies and the Phase X Utility Platforms and the covered areas underneath the Phase X Utility Platforms, the locations of which are for identification purpose only shown and marked "BAL." and "U.P." respectively on the plans annexed hereto and the covered areas underneath the lowest balconies and utility platforms are for identification purpose only shown and coloured Hatched Red on the plans annexed hereto;

"Phase X Owners Sub-Committee"

means the Owners Sub-Committee elected in accordance with the provisions of Section F of this Deed;

"Phase X Recreational Areas and Facilities"

means the outdoor swimming pools, the indoor swimming pool, the jacuzzi, recreational and sporting facilities, the landscapes and grounds within Phase X and any other recreational facilities erected within Phase X pursuant to the provisions of Special Condition No.(52)(a)(i) and (iii) of the Government Grant which now are or may at any time during the Term be provided only for the benefit of the residents and occupiers of the Phase X Residential Development and their bona fide visitors all of which shall form part of the Private Recreational Facilities and the Local Open Space (as the case may be) under the Principal Deed;

"Phase X Residential Common Areas"

means those parts of the Phase X Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase X Residential Development including, but not limited to, wider common corridors (as for identification purpose only shown and coloured Indigo Cross-Hatched Black on the plans annexed hereto), entrances, lobbies, lift lobbies, lift shafts, staircases, landings, water features, canopies, trellis, common flat roofs, flat roofs, covered walkway, corridors and passages, ramps, loading and unloading bays required to be provided pursuant to Special Condition No.(16)(b)(i)(ix)(VI) of the Government Grant, pipe wells, transfer plates, refuge floors, sprinkler pump rooms, gas meter cabinet, towngas pipe ducts, potable water tank & pump rooms, flushing water tank & pump rooms, potable water transfer tank, flushing water transfer tank, sprinkler/drencher water pump rooms, control valve rooms, air-conditioning platforms, fan room, air ducts, T.B.E. rooms (telecommunications and broadcasting rooms), areas within Phase X for installation or use of aerial broadcast distribution or telecommunications network facilities; transformer rooms, customer's switch rooms, electric meter rooms, extra low voltage rooms, F.S. lift lobbies, F.S. check meter cabinets, F.S./drencher booster pump, sprinkler pump and transfer tank rooms, drencher water tank, water meter cabinets, counters, filtration plant rooms, variable refrigerant volume plant rooms, lift machine room, refuse storage & material recovery rooms, store, pipe ducts, management office, access openings, access areas, architectural features, landscaped areas required to be provided pursuant to Special Condition No.(102) of the Government Grant (including the covered landscaped areas as for identification purpose only shown Hatched Grey and Hatched Green Hatched Grey on the plan (DWG. No. DMC-05-01) annexed hereto), such parts of the roofs not forming part of a Unit, top roofs, the Phase X Recreational Areas and Facilities, the pedal-cycle parking spaces on Lower Ground 2 Floor, greenery areas (including but not limited to planters, lawns, vertical greening, common green roofs and water features) as for identification only shown Hatched Green, Hatched Green Hatched Grey and Green Dotted Lines on the plans (DWG. No. DMC-01-01, DWG. No. DMC-05-01 and DWG. No. DMC-06-01) annexed hereto, fence walls on Lower Ground 4 Floor, such parts of external walls of Lower Ground 4 Floor, Lower Ground 3 Floor and Lower Ground 2 Floor forming parts of the enclosing walls of any Phase X Residential Common Areas, the external walls of Ground Floor (including external walls of multi-purpose ball court at upper level) and above of the buildings erected on Phase X including the curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain walls, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such

other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows) of the Towers as for identification purpose only shown on the plans annexed hereto and thereon coloured Indigo Hatched Black and the non-structural prefabricated external walls of the Towers as for identification purpose only shown on the plans annexed hereto and thereon coloured Indigo Stippled Black, structural columns (if any) within any Phase X Residential Unit and structural columns (if any) appertaining to any Phase X Residential Unit and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Phase X Residential Development for the common use and benefit of the Owners, occupiers and licensees of the Phase X Residential Development; and the Phase X Residential Common Areas for identification purpose only are as shown on the plans annexed hereto and thereon coloured Indigo, Indigo Hatched Black, Indigo Cross-Hatched Black and Indigo Stippled Black;

"Phase X Residential Common Services and Facilities"

means those services and facilities in on or under Phase X of the Non-Station Development and which serve more than one Phase X Residential Unit including but not limited to, hose reels (but excluding those hose reels located within the private roof of any Phase X Residential Unit), notice boards, gondola and lifting platforms, sunshading devices, emergency lighting system at escape staircases, ducting, pipes, cables, wiring, sprinkler and drencher water tanks and related inlets, water pumps, water tanks, fans, plant and machinery, electrical installations, fittings, equipment and apparatus, lifts but excluding anything contained in the Non-Station Development Common Services and Facilities within Phase X, Phase X Common Services and Facilities and Phase X Car Park Common Services and Facilities;

"Phase X Residential Development"

means that part of the Residential Development comprising two residential tower blocks in Phase X of the Non-Station Development as indicated on the Approved Plans for residential use;

"Phase X Residential Unit"

means a Unit including jacuzzi, swimming pool, staircase, void(s), private roof (including hose reel and associated manual fire alarm system therein (if any)), stairhood and/or private flat roof appertaining thereto (if any) situate in the Phase X Residential Development; for the avoidance of doubt it is expressly provided and declared that a Phase X Residential Unit shall include (i) all openable windows installed in or to any curtain wall enclosing the Phase X Residential Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and (ii) casement windows (whether openable or not) installed in or to any external walls (other than curtain wall) enclosing the Phase X Residential Unit and the window frame on the external walls, frames enclosing the glass panels of the casement windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such casement windows appertaining to the Phase X Residential Unit but shall exclude all structural columns (if any) within the Phase X Residential Unit and structural columns (if any) appertaining to the Phase X Residential Unit;

"Phase X Utility Platform"

means each of the utility platforms forming part of a Phase X Residential Unit specified in Part II of the Sixth Schedule and for identification purpose only as shown and marked "U.P." on the plans annexed hereto;

"Principal Deed"

means the Principal Deed of Mutual Covenant and Management Agreement dated 16th June 2009 and registered in the Land Registry by Memorial No.09062303030203 affecting the Land;

"Site H"	means the part of the Land shown and marked Site H on Plan H annexed to the Government Grant and referred to therein as Site H;
"Site I"	means the part of the Land shown and marked Site I on Plan K annexed to the Government Grant and referred to therein as Site I;
"Tower"	means a residential tower block constructed as part of the Phase X Residential Development;
"Visitors' Car Parking Spaces"	means parking spaces in the Phase X Car Park designated for parking of motor vehicles belonging to the visitors or invitees of the Owners or occupiers of the Phase X Residential Development and include parking spaces for disabled persons provided in Site I pursuant to Special Condition No.(44)(a)(vii) of the Government Grant;
"Works and Installations"	means all the major works and installations in Phase X requiring regular maintenance on a recurrent basis including but not limited to those works and installations as set out in the Fifth Schedule hereto.

SECTION C

RIGHTS OF OWNERS

Rights attaching to each Share

1. Each Share allocated to Phase X of the Development shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed be held by the person or persons from time to time entitled thereto together with :

- (a) the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in Part I of the First Schedule hereto; and
- (b) if and for so long as an Owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal Deed and subject to the Phase X House Rules the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule hereto;

but subject to the exceptions and reservations set out in Part II of the Second Schedule hereto.

Rights of MTR

2. MTR shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of Phase X Together with the appurtenances thereto save only the First Assigned Premises.

Rights of Purchaser

3. The Purchaser shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Premises Together with the appurtenances thereto.

Disposal restrictions

4. (a) The right to the exclusive use, occupation and enjoyment of any Phase X Residential Unit or Phase X Car Parking Space or any part thereof shall not be sold, assigned, mortgaged, charged, leased (other than for a term of less than twelve years), licensed or otherwise disposed of separately from the Share with which the same is held.

(b) Phase X Car Parking Spaces shall not be used for any purpose other than for the purposes of parking of motor vehicles licenced under the Road Traffic Ordinance and belonging to the Owners or occupiers of the Residential Development or parking of motor cycles to be used by the Owners or occupiers of the Residential Development or their visitors or invitees.

SECTION D

OBLIGATIONS OF OWNERS AND POWERS OF MANAGER

- | | |
|--|--|
| Owners to comply | <p>1. (a) The Owners of Units in Phase X (including MTR) and the Manager shall at all times hereafter so long as they remain as Owners of any Shares in Phase X or the Manager (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in :</p> <p style="margin-left: 40px;">(i) the Government Grant;</p> <p style="margin-left: 40px;">(ii) the Principal Deed; and</p> <p style="margin-left: 40px;">(iii) this Deed.</p> |
| Liability of Manager | <p>(b) The Manager when exercising its right to enter on, into or upon any Unit in Phase X in accordance with Clause 1(b)(xxxiii) of Section I and Clause 2(a) of Part II of the Second Schedule to the Principal Deed, the Manager shall repair at its own costs and expense any damage caused by the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, agents and contractors.</p> |
| Owners to indemnify the Manager | <p>(c) Nothing in the Principal Deed and this Deed shall exclude the liability of the Manager to the Owners of Units in Phase X for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors and no Owner of a Unit in Phase X shall be required to indemnify the Manager or its employees, agents or contractors from and against any actions, claims etc. arising out of any such act or omission.</p> |
| Owners to observe restrictive covenants | <p>2. The Owners of a Unit in the Phase X Residential Development and the Phase X Car Park shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule hereto insofar as the same are applicable to them.</p> |
| Management Charges | <p>3. Each Owner of a Unit in Phase X shall upon demand pay to the Manager the Management Charges in respect of any Unit owned by him, calculated in accordance with the provisions of <u>Section J</u> of the Principal Deed.</p> |
| Assignment of Common Areas and Common Services and Facilities | <p>4. MTR shall upon execution of this Deed assign the whole of the Shares in the Non-Station Development Common Areas within Phase X and Non-Station Development Common Services and Facilities within Phase X, the Phase X Common Areas and Phase X Common Services and Facilities, the Phase X Car Park Common Areas and Phase X Car Park Common Services and Facilities and the Phase X Residential Common Areas and Phase X Residential Common Services and Facilities together with the Non-Station Development Common Areas within Phase X and Non-Station Development Common Services and Facilities within Phase X, the Phase X Common Areas and Phase X Common Services and Facilities, the Phase X Car Park Common Areas and Phase X Car Park Common Services and Facilities and the Phase X Residential Common Areas and Phase X Residential Common Services and Facilities to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said areas and services and facilities free of costs or consideration to its successor as manager on termination of its appointment or to the Owners Corporation at any time if so required by the Owners Corporation.</p> |

**Phase X Residential
Units with open kitchen**

5. (a) Each Owner of Phase X Residential Units with open kitchen shall in such manner at his sole expense repair maintain and keep in good repair and condition the fire fighting and protection installations in or appertaining to his Phase X Residential Unit including but not limited to full-height fire rated resistant wall, smoke detector, fire alarm, sprinkler systems, sprinkler heads, automatic fire detection devices and when necessary replace any part or parts thereof which require replacement to the satisfaction of the relevant Government department(s). The Owner and resident of any Phase X Residential Unit with open kitchen shall comply with the following fire safety provisions to the satisfaction of the relevant Government department(s) and the Manager:

- (i) addressable smoke detectors provided at the common lobby outside the Phase X Residential Unit shall not be removed or obstructed;
- (ii) addressable sounder-based multi-sensor (smoke detection base) detectors provided inside the Phase X Residential Unit shall not be removed or obstructed;
- (iii) sprinkler head provided at the ceiling immediately above the open kitchen shall not be removed or obstructed;
- (iv) the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Phase X Residential Unit shall not be removed;
- (v) self-closing devices of main entrance door of the Phase X Residential Unit shall not be removed;
- (vi) the fire safety provisions mentioned in (i), (ii) and (iii) above shall be subject to annual check at the cost and expense of the Owner of the Phase X Residential Unit with open kitchen conducted by the fire service installation contractor registered with the Fire Services Department appointed by the Manager ("RFSIC");
- (vii) the Owners and residents of the Phase X Residential Units shall allow access for the RFSIC to carry out annual check, maintenance and inspection of the fire safety provisions mentioned in (i), (ii) and (iii) above in the Phase X Residential Units;
- (viii) maintenance and inspection work of the fire safety provisions mentioned in (i), (ii) and (iii) above with appropriate maintenance procedures shall be carried out at the cost and expense of the Owner of the Phase X Residential Unit with open kitchen by RFSIC who shall be responsible for issuance of the relevant maintenance certificate (F.S. 251) to prove that such maintenance and inspection work have been carried out and all maintenance shall be recorded by the Manager in a maintenance log book (which shall be kept by the Manager in the management office); and
- (ix) RFSIC will be employed by the Manager to conduct regular testing / checking on the fire service installation outside the Phase X Residential Unit and forming parts of the Phase X Residential Common

Services and Facilities (including active fire safety system) in order to verify effectiveness of the same and RFSIC will also provide routine maintenance to ensure the condition is consistent with that of the original installation standard.

(b) The Owner or residents of any Phase X Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan and the fire safety provisions mentioned in this Clause and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall ensure his tenants and other occupiers of his Phase X Residential Unit observe and comply with the same. The Manager shall assist the Owners of the Phase X Residential Units with open kitchen to carry out annual maintenance and inspection of the fire service installations and submit the relevant maintenance certificates (F.S. 251) to Fire Services Department.

(c) The Manager shall have the power to implement and/or monitor proper implementation of the Fire Safety Management Plan (including but not limited to providing staff training including the course of actions to be carried out by the security officer/security guard, carrying out fire drill annually and affixing permanent notice at Phase X Residential Common Areas (such as in lift lobbies and on notice board) to remind the residents not to remove or demolish any fire safety provision) by Owners whose Phase X Residential Units contain approved open kitchen design in accordance with the Fire Safety Management Plan and to enter into the relevant Phase X Residential Units to implement the Fire Safety Management Plan and/or to take such measures and precautions as may be required to prevent any breach by any Owners in respect of fire safety management in Phase X Residential Units. All cost and expenses incurred by the Manager in connection with the implementation and/or monitoring of the Fire Safety Management Plan shall be borne by the Owner(s) of the relevant Phase X Residential Unit(s) with open kitchen.

(d) Within one month after the date of this Deed, MTR shall deposit a full copy of the Fire Safety Management Plan in the management office in Phase X for inspection by all Owners of Phase X free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund for Phase X.

Curtain walls and casement windows

6. The Owner of any Phase X Residential Unit shall be responsible for the cleaning of the internal surface of the curtain walls (including the openable windows and/or the non-openable windows installed therein or thereto) enclosing his Unit. The Owner of any Phase X Residential Unit shall be responsible for the repair, maintenance and replacement works of the openable windows installed in or to any curtain wall enclosing his Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and shall only engage contractors nominated and approved by the Manager to carry out such works. The Owner of any Phase X Residential Unit shall also be responsible for the repair, maintenance and replacement of the casement windows (whether openable or not) belonging to his Unit. The Owners of the Phase X Residential Units shall not object and shall render full cooperation to the Manager for the purpose of cleaning the external surfaces and carrying out any works with regards to the curtain walls. When the Manager carries out cleaning of the external surface of the curtain walls, the Manager shall have the right to clean the external surface of the openable windows in the curtain walls as well and the costs and expenses incurred in connection therewith shall be paid from the management fund in respect of the Phase X Residential Common Areas.

Ownership and maintenance of Non-Common EV Facilities

7. (a) Each Owner of the Phase X Car Parking Space shall at his own cost and expense be responsible for the operation, maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities serving his Phase X Car Parking Space exclusively and the ownership of all such facilities shall belong to him. Each Owner of the Phase X Car Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.

(b) Without prejudice to the generality of sub-clause (a) above, if any Owner of Phase X Car Parking Space shall fail to repair, maintain, replace or renew the Non-Common EV Facilities serving his Phase X Car Parking Space exclusively in accordance with sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of Phase X or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not obliged, to carry out any repairs, maintenance, replacement or renewal works to the relevant Non-Common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair, maintain, replace or renew as the Manager shall in its absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Phase X Car Parking Space as a debt.

(c) The appearance and standards of all replaced Non-Common EV Facilities installed by an Owner of Phase X Car Parking Space shall be consistent and compatible with the appearance and standards of the original Non-Common EV Facilities installed for his Phase X Car Parking Space.

Compliance with Ordinances, etc. in respect of Non-Common EV Facilities

8. Each Owner of Phase X Car Parking Space shall at his own costs and expense at all times:-

(a) observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by the Environment Bureau or the Electrical and Mechanical Services Department or all other Government authorities from time to time and all the Building Rules and Phase X House Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair, replacement and/or renewal of the Non-Common EV Facilities or any part thereof serving his Phase X Car Parking Space exclusively including but not limited to any works to be carried out thereat and control of the consistent appearance of the Non-Common EV Facilities;

(b) take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his Phase X Car Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

(c) indemnify the Owners or occupiers of the other Units for his failure to observe or comply with the provisions of this Clause.

Compliance with Ordinances, etc. in respect of EV Facilities for Visitors' Car Parking Spaces

9. The Owners of Phase X Residential Units shall ensure that the bona fide guests, visitors and invitees of the Owners or occupiers of the Phase X Residential Units shall at all times:-

(a) observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by the Environment Bureau or the Electrical and Mechanical Services Department or any Government authorities from time to time and all the Building Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in

relation to the use or operation of the EV Facilities for Visitors' Car Parking Spaces;

(b) take good care and such precautions as may be necessary in the use of the EV Facilities for Visitors' Car Parking Spaces or any part thereof so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

(c) indemnify the Owners or occupiers of the other Units for their failure to observe or comply with the provisions of this Clause.

Contribution to maintenance of Station Slab, etc.

10. (a) The slabs at the ceiling (including but not limited to the water-proofing slab, water-proofing system and their associated protection immediately above) of the Station Complex situated under Phase X ("the Station Slab") is part of the Station Complex, and all foundations, columns, beams and other structural elements and/or facilities of the Station Complex, whether or not such foundations, columns, beams and structural elements and/or facilities support Phase X or any part thereof, are parts of the Station Complex.

(b) As Phase X is supported by the Station Complex, the Owners of Phase X shall contribute to the costs and expenses of structural repair and maintenance in connection with (1) the Station Slab and (2) all structural elements and/or facilities of the Station Complex supporting or serving the Station Complex and Phase X in accordance with the Clause 8(b) of Section E of the Principal Deed.

Maintenance of slabs of Phase X

11. (a) All the slabs of Phase X above the Station Complex and all utilities, services, trenches, pits and facilities situated outside the Station Complex which only serve Phase X or any part thereof, as well as all the finishes of Phase X above the Station Complex, are parts of Phase X.

(b) The Owners of Phase X shall be solely responsible for the costs and expenses of repair and maintenance of all the slabs of Phase X above the Station Complex and all utilities, services, trenches, pits and facilities situated outside the Station Complex which only serve Phase X or any part thereof as well as all the finishes of Phase X above the Station Complex.

Contribution to maintenance of Utility Spine

12. As there are communal/utility services and facilities (including but not limited to drains, town gas pipes, pipes, wires and cables) serving Phase X running through the Utility Spine in the Station Complex, the Owners of Phase X shall contribute to the maintenance costs and expenses of the Utility Spine supporting or serving Phase X in accordance with Clause 8(b) of Section E of the Principal Deed, without prejudice to the responsibility to maintain and repair the facilities and services located within the Utility Spine pursuant to Clause 1(c) of Part I of the Second Schedule to the Principal Deed.

Electricity supply

13. (a) For provision of electricity services to Phase X, CLP Power Hong Kong Limited, its employees and contractors shall have the right to operate the equipment and facilities of CLP Power Hong Kong Limited installed in the transformer rooms in Phase X provided that the Manager shall at all times be responsible for the management and control of the transformer rooms in Phase X.

(b) The Owners of Units in Phase X shall, at their own cost and expense acting through the Manager, be responsible for the repair and maintenance of the transformer rooms, cable accommodations and all associated facilities (excluding the equipment and facilities of CLP Power Hong Kong Limited) for provision of electricity services to Phase X and be responsible for any reinstatement work to the transformer rooms and cable accommodations

**Maintenance of hose
reels and associated
manual fire alarm system
at private roof**

rendered necessary by the installation, repair or replacement of the equipment and facilities of CLP Power Hong Kong Limited therein.

14. (a) Each Owner of the Phase X Residential Unit with hose reel and associated manual fire alarm system at private roof shall in such manner at his sole expense repair maintain and keep in good repair and condition the said hose reel and associated manual fire alarm system and when necessary replace any part or parts thereof which require replacement to the satisfaction of the relevant Government department(s).

(b) The said hose reel and associated manual fire alarm system shall be subject to annual check, maintenance and inspection at the cost and expense of the Owner of the relevant Phase X Residential Unit with hose reel and associated manual fire alarm system at private roof conducted by the RFSIC, and the Owner and resident(s) of such Phase X Residential Unit shall allow the RFSIC to enter into his Phase X Residential Unit for the purposes of carrying out the same. The Manager shall assist the Owners of such Phase X Residential Units to carry out such annual check, maintenance and inspection, and submit the relevant maintenance certificates (F.S. 251) to Fire Services Department.

(c) The Manager shall have the power to enter into the relevant Phase X Residential Unit with hose reel and associated manual fire alarm system at private roof to take such measures and precautions as may be required if the Owner of the same fails to perform his obligations mentioned in (a) and/or (b) above. All cost and expenses incurred by the Manager in connection therewith shall be borne by the Owner of the relevant Phase X Residential Unit.

SECTION E

MEETINGS OF THE OWNERS OF PHASE X

Meetings of the Owners

1. From time to time as occasion may require there shall be meetings of the Owners of Phase X to discuss and decide matters concerning Phase X as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of Phase X shall be as is determined by the Owners of Phase X.

Annual Meeting

2. (a) The Manager shall convene a meeting of the Owners of Phase X and the first such meeting is to be convened within nine months of the date of this Deed.

(b) One such meeting, to be known as the Annual Meeting, shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section J of the Principal Deed) for the purposes of receiving the Manager's report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase X, and transacting any other business of which due notice is given in the notice convening the meeting.

Convening of meeting

3. A meeting of Owners of Phase X may be convened by:

- (a) the Phase X Owners Sub-Committee;
- (b) the Manager; or
- (c) an Owner of Phase X appointed to convene such a meeting by the Owners of Phase X of not less than 5% of the Shares attributable to Phase X in aggregate.

Notice

4. The person convening the meeting of the Owners of Phase X shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner of Phase X. The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting may be given:

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

Provided that if the matter or matters to be discussed may in the opinion of MTR as the Owner of the Station Complex affect or have an impact on the Station Complex and/or be ancillary or pertaining thereto, notice of meeting shall also be served on MTR as the Owner of the Station Complex as aforesaid and MTR as the Owner of the Station Complex shall be entitled to attend the meeting.

Quorum

5. (a) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business.

(b) 10% of the Owners of Phase X present in person or by proxy shall be a quorum at any meeting. For the purpose of this sub-clause, the reference to "10% of the Owners of Phase X" shall be construed as a reference to 10% of the number of persons who are Owners of Phase X without regard to their ownership of any particular percentage of the total number of Shares into which Phase X is divided and not be construed as the Owners of 10% of the Shares in Phase X in aggregate.

Chairman

6. A meeting of the Owners of Phase X shall be presided over by the Chairman of the Phase X Owners Sub-Committee or if the meeting is convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting.

Minutes

7. The Chairman shall cause the Manager to keep a record of the persons present at the meeting and the proceedings thereof.

Voting

8. (a) At a meeting of Owners of Phase X
- (i) an Owner shall have one vote in respect of each Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-Owners of a Share, the vote in respect of the Share may be cast:
 - (I) by a proxy jointly appointed by the co-Owners;
 - (II) by a person appointed by the co-Owners from amongst themselves; or
 - (III) if no appointment is made under Clauses 8(a)(iii)(I) or 8(a)(iii)(II) of this Section, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
 - (iv) where 2 or more persons are the co-Owners of a Share and more than one of the co-Owners seek to cast a vote in respect of the Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Share in the register kept at the Land Registry shall be treated as valid; and
 - (v) if there is an equality of votes the person presiding over the meeting shall have in addition to a deliberative vote, a casting vote.
- (b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance, and
- (i) shall be signed by the Owner; or
 - (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (c) The instrument appointing a proxy shall be lodged with the Chairman of the Phase X Owners Sub-Committee or, if the meeting is convened under Clauses 3(b) or 3(c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (d) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

(e) For the avoidance of doubt, there shall not be any votes attaching to Shares allocated to the Non-Station Development Common Areas within Phase X and Non-Station Development Common Services and Facilities within Phase X, the Phase X Common Areas and Phase X Common Services and Facilities, the Phase X Residential Common Areas and Phase X Residential Common Services and Facilities or the Phase X Car Park Common Areas and Phase X Car Park Common Services and Facilities nor shall such Shares be taken into account for the purpose of counting a quorum of any meeting, and the Manager shall not be entitled to vote as trustee of the relevant Owners of the Shares allocated thereto at any meeting of the Owners of Phase X.

Resolutions binding on Owners

9. (a) Any resolution on any matter concerning Phase X, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners of Phase X present in person or by proxy and voting shall be binding on all the Owners of Phase X PROVIDED that:-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute; and
- (v) any resolution on matters or issues which in the reasonable opinion of MTR as the Owner of the Station Complex may affect or have an impact on the Station Complex and/or be ancillary or pertaining thereto, shall be subject to the agreement of MTR as the Owner of the Station Complex.

(b) A resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out but no such resolution shall invalidate any prior act of the Manager which would have been valid had that resolution not been passed.

Accidental omission of notice

10. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting and any resolution passed thereat.

Resolutions requiring special majority

11. Notwithstanding the provisions of Clause 9 of this Section, no resolution in respect of the matters referred to in Section D of the Principal Deed shall be valid unless passed by the majorities specified therein.

Audit of annual accounts

12. Prior to the formation of the Owners Corporation, the Owners of Phase X at a meeting of the Owners of Phase X convened under this Deed shall have the power to require the annual accounts of Phase X to be audited by an independent auditor of their choice.

SECTION F

PHASE X OWNERS SUB-COMMITTEE

- | | |
|------------------------------------|---|
| Number of members | <p>1. (a) The Phase X Owners Sub-Committee shall consist of five (5) members.</p> <p>(b) The members of the Phase X Owners Sub-Committee shall be made up of :</p> <p style="padding-left: 40px;">(i) four (4) members as representatives of the Phase X Residential Development; and</p> <p style="padding-left: 40px;">(ii) one (1) member as representative of the Phase X Car Park.</p> |
| Quorum | <p>2. (a) A quorum for meetings of the Phase X Owners Sub-Committee shall be at least three (3) members.</p> <p>(b) Provided a quorum exists, the Phase X Owners Sub-Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below three (3) or that for any reason less than three (3) members are elected in the manner herein provided.</p> |
| Eligibility for appointment | <p>3. The following persons shall be eligible for appointment to the Phase X Owners Sub-Committee :-</p> <p>(a) Any Owner (including any one of two or more co-Owners) of a Unit in Phase X.</p> <p>(b) The duly authorised representative (provided that such authorisation shall be in writing addressed to the Phase X Owners Sub-Committee and may be revoked at any time on notice in writing given to the Phase X Owners Sub-Committee), in his place, of any Owner of a Unit in Phase X, being:</p> <p style="padding-left: 40px;">(i) the representative of an Owner which is a body corporate;</p> <p style="padding-left: 40px;">(ii) the husband, wife, or adult family member of an Owner provided such husband, wife or adult family member resides in or occupies such Owner's Unit; or</p> <p style="padding-left: 40px;">(iii) the occupying tenant of that Unit.</p> |
| Election of members | <p>4. (a) The Manager shall convene a meeting of the Owners of Phase X comprising :-</p> <p style="padding-left: 40px;">(i) each Tower in the Phase X Residential Development; and</p> <p style="padding-left: 40px;">(ii) the Phase X Car Park;</p> |

the first such meeting to be convened within nine months of the date of this Deed (and to call further and subsequent meetings if required), which meeting and each subsequent Annual Meeting (as referred to in sub-clause (b) below) must appoint the members of the Phase X Owners Sub-Committee, who are the representatives of the Phase X Residential Development and the Phase X Car Park, and the Chairman and Secretary of the Phase X Owners Sub-Committee.

(b) One such meeting, to be known as the Annual Meeting, shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section J of the Principal Deed) for the purposes of receiving the Manager's report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase X, and transacting any other business of which due notice is given in the notice convening the meeting.

(c) At the first meeting and at each subsequent Annual Meeting :

- (i) the Owners of each Tower in the Phase X Residential Development shall elect two (2) representatives of that Tower to the Phase X Owners Sub-Committee;
- (ii) the Owners of the Phase X Car Park shall elect one (1) representative to the Phase X Owners Sub-Committee.

Officers

5. (a) The Officers of the Phase X Owners Sub-Committee shall comprise :-

- (i) a Chairman;
- (ii) a Secretary; and
- (iii) such other officers (if any) as the Phase X Owners Sub-Committee may from time to time elect.

(b) All casual vacancies in the Officers shall be filled by election or appointment by the members of the Phase X Owners Sub-Committee from among them as they may from time to time determine.

(c) A meeting of the Phase X Owners Sub-Committee shall be presided over by:

- (i) the Chairman; or
- (ii) in the absence of the Chairman a member of the Phase X Owners Sub-Committee appointed as chairman for that meeting.

Tenure of office

6. (a) Members of the Phase X Owners Sub-Committee shall hold office until the Annual Meeting of Owners of Phase X next following their appointment or election provided that if the office of the retiring members or any of them is not filled, or if in any year no Annual Meeting is held, such members or member shall continue in office until the next Annual Meeting.

(b) Retiring members of the Phase X Owners Sub-Committee shall be eligible for re-election or re-appointment as appropriate.

(c) A member of the Phase X Owners Sub-Committee shall nevertheless cease to hold office if :

- (i) he resigns by notice in writing to the Phase X Owners Sub-Committee;
- (ii) he ceases to be eligible;
- (iii) his authority is revoked by the Owners he represents;

- (iv) he, or the Owner(s) he represents, becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty;
- (v) he becomes incapacitated by physical or mental illness;
- (vi) he, or the Owner(s) he represents, has defaulted in paying his contribution towards the Management Charges for more than one month;
- (vii) he, or the Owner(s) he represents, fails to observe and perform the provisions of the Principal Deed or this Deed.

(d) Any one or more members of the Phase X Owners Sub-Committee may be removed from office by a resolution of the Owners of Units of the part of Phase X which he represents at an Extraordinary Meeting convened for the purpose by the Manager, the Phase X Owners Sub-Committee or by Owners of Units in Phase X entitled to attend and vote at any such meeting who in the aggregate have vested in them not less than 20% of the Shares attributable to the part of Phase X which the member represents and at any such Meeting, new members of the Phase X Owners Sub-Committee may be appointed in the place of those removed from office.

Votes of members

7. Members of the Phase X Owners Sub-Committee shall be entitled to one vote each at Phase X Owners Sub-Committee meetings and resolutions shall be passed by a simple majority of those present in person or by proxy and voting. In the case of equality of voting the Chairman shall have a second or casting vote. Proxies shall be in writing and shall be deposited with the Chairman of the meeting prior to the commencement of the meeting.

Power to make rules

8. The Phase X Owners Sub-Committee shall have full power to determine where, when and how often it shall meet and to make rules and bye-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or bye-law shall be contrary to or inconsistent with the provisions of this Deed or the Principal Deed.

Manager to be invited

9. The Phase X Owners Sub-Committee shall invite the Manager to any meeting called by giving the Manager at least seven (7) days' notice in writing of the date, time and place of the meeting and the matters to be discussed.

Power to call meeting

10. The Chairman, any two members of the Phase X Owners Sub-Committee or the Manager may at any time convene a meeting of the Phase X Owners Sub-Committee provided that the person or persons convening the meeting shall, at least 7 days before the date of meeting, give to each member of the Phase X Owners Sub-Committee notice of the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of a meeting may be given:

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

SECTION G

PHASE X HOUSE RULES

**Phase X House Rules
first in force**

1. The Phase X House Rules set out in the Fourth Schedule hereto shall be deemed to have come into force on the date of this Deed in respect of Phase X and shall remain in force until revoked or amended as hereinafter provided.

**Making and
amendment of
Phase X House Rules**

2. The Manager shall have power from time to time to make, revoke and amend the Phase X House Rules regulating the use, occupation, maintenance and environmental control of Phase X and the conduct of persons occupying, visiting or using the same and the Phase X House Rules shall not be inconsistent with or contravene the provisions of the Principal Deed, this Deed, the Building Management Ordinance or the Government Grant Provided That if the Phase X Owners Sub-Committee is in existence, the Phase X House Rules shall only be made, revoked or amended by the Manager with the prior approval of the Phase X Owners Sub-Committee.

**Phase X House Rules to
be posted on notice
boards**

3. Copies of the Phase X House Rules from time to time in force shall be posted on the public notice boards in Phase X.

SECTION H

INTERPRETATION AND MISCELLANEOUS

**Marginal notes,
headings and index**

1. The marginal notes, headings and index are intended for guidance only and do not form part of this Deed nor shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.

Plurals and genders

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

Service of notices

3. (a) 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 prepaid post to or left at the Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Unit. Provided That where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong.

(b) All notices required to be given to the Manager under this Deed shall be properly served if sent by prepaid post to or left at their registered office or the management office in Phase X of the Development or such other address as may be notified by the Manager from time to time.

(c) All notices required to be given to the Phase X Owners Sub-Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Phase X Owners Sub-Committee at his usual residential address.

(d) All non-resident Owners shall provide the Manager with an address within Hong Kong for service of process and notices to be given pursuant to this Deed.

**Covenants to run with
the Land**

4. The mutual covenants herein contained are intended to be annexed to and shall run with the Land and each and every Share therein and shall be enforceable by and against the Owner for the time being of any such Share both as to the benefit and burden of such covenants, and any Ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or buildings shall apply to this Deed.

Chinese translation

5. Within one month after the date of this Deed, MTR shall at its own cost cause a direct translation in Chinese of this Deed to be made and deposit a copy of this Deed and the Chinese translation in the management office in Phase X for inspection by all Owners of Phase X free of charge and for taking copies at their expense and upon payment of reasonable copying charges. All charges received shall be credited to the Special Fund for Phase X. In the event of a dispute as to the effect of the Chinese translation and the English document, the English version approved by the Director is to prevail.

**Building Management
Ordinance**

6. (a) Nothing in this Deed shall prejudice or in any way be construed or constructed so as to prejudice or exclude the operation of the provisions of the Building Management Ordinance and the Schedules thereto.

(b) Within one month after the date of this Deed, MTR shall at its own cost deposit a copy of Schedule 7 and Schedule 8 to the Building Management Ordinance in both English and Chinese versions in the management office in Phase X for reference by all Owners of Phase X free of

charge and for taking copies at their own expense and upon payment of reasonable copying charges. All charges received shall be credited to the Special Fund for Phase X.

Works and Installations

7. (a) MTR shall compile for the reference of the Owners of Phase X and the Manager a maintenance manual for the Works and Installations ("**the Works Manual**") setting out the following details :

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) recommended maintenance strategy and procedures;
- (iv) a list of items of the Works and Installations requiring routine maintenance;
- (v) recommended frequency of routine maintenance inspection;
- (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) recommended maintenance cycle of the Works and Installations.

(b) MTR shall deposit a full copy of the Works Manual in the management office in Phase X within one month after the date of this Deed for inspection by all Owners of Phase X free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the Special Fund for Phase X.

(c) The Owners of Phase X shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of Phase X and their own Units including the Works and Installations.

(d) All costs incidental to the preparation of the schedule for the Works and Installations and the Works Manual shall be borne by MTR.

(e) The Owners of Phase X may, by a resolution of Owners at an Owners' meeting of Phase X convened under this Deed, decide on any necessary revisions to be made to the schedule for the Works and Installations and the Works Manual from time to time as they shall deem fit, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for the Works and Installations and the revised Works Manual within such time as may be prescribed by the Owners of Phase X in an Owners' meeting of Phase X convened under this Deed. All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works Manual shall be paid out of the Special Fund for Phase X.

(f) The Manager shall deposit the revised Works Manual in the management office in Phase X within one month after the date of its preparation for inspection by all Owners of Phase X free of charge and taking copies at their

**Paragraphs 7(7) and 7(8)
of Schedule 7 to Building
Management Ordinance**

own expense and on payment of a reasonable charge which shall be credited to the Special Fund for Phase X.

8. (a) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Non-Station Development, and the Owners Corporation has appointed a Manager under Clause 2(j)(ii) of Section H of the Principal Deed, the Owners Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 2(j)(ii) of Section H of the Principal Deed that may otherwise render that person liable for a breach of that undertaking or agreement.

(b) Clauses 2(d), (e), (f), (g), (h), (i) and (j) of Section H of the Principal Deed and sub-clause (a) of this Clause are subject to any notice relating to the Non-Station Development that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that section.

THE FIRST SCHEDULE

PART I
ALLOCATION OF SHARES

Phase X Residential Development :

	No. of Shares <u>allocated to each Tower</u>	
Tower 1 (T1-A)	171,926	
Tower 1 (T1-B)	104,857	
Tower 2 (T2-A)	205,123	
Tower 2 (T2-B)	160,900	642,806

Phase X Car Park :

(i)	Car Parking Spaces Nos.PA001 to PA085 on Lower Ground 1 Floor (125 Shares each)	10,625	
(ii)	Car Parking Spaces Nos.PB086 to PB178 on Lower Ground 2 Floor (125 Shares each)	11,625	
(iii)	Motor Cycle Parking Spaces Nos.M01 to M19 on Lower Ground 1 Floor (24 Shares each)	456	22,706

Non-Station Development Common Areas within Phase X and Non-Station Development Common Services and Facilities within Phase X:	1,295	
---	-------	--

Phase X Common Areas and Phase X Common Services and Facilities :	19,936	
--	--------	--

Phase X Car Park Common Areas and Phase X Car Park Common Services and Facilities :	23,348	
--	--------	--

Phase X Residential Common Areas and Phase X Residential Common Services and Facilities :	102,137	146,716
--	---------	---------

Total Shares :	----- 812,228 =====
-----------------------	---------------------------

Allocation of Shares to each Phase X Residential Unit

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
1 (T1-A)	1/F	A *	1,088	
		B *	763	
		C *	832	
		D *	581	
		E *	489	3,753
	2/F – 21/F (excluding 4/F, 13/F & 14/F) (17 storeys)	A	1,096	
		B	775	
		C	836	
		D	572	
		E	486	64,005
	23/F – 32/F (excluding 24/F) (9 storeys)	A	1,094	
		B	777	
		C	835	
		D	578	
		E	498	34,038
	33/F – 49/F (excluding 34/F & 44/F) (15 storeys)	A	1,093	
		B	778	
		C	835	
		D	578	
		E	498	56,730
	51/F	A	1,946	
		B *	1,783	3,729
	52/F	A	1,946	
		B	1,772	3,718
	53/F & 55/F (excluding 54/F) (duplex unit)	A @#S	3,332	
		B *@#	2,621	5,953

				171,926

Notes:

- There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
- 22/F and 50/F are refuge floors.
- * with private flat roof(s)
@ with private roof(s)
with stairhood(s)
S with swimming pool

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
1 (T1-B)	1/F	A *	727	
		B *	701	
		C *	427	
		D *	437	2,292
	2/F – 21/F (excluding 4/F, 13/F & 14/F) (17 storeys)	A	721	
		B	696	
		C	433	
		D	434	38,828
	23/F – 32/F (excluding 24/F) (9 storeys)	A	721	
		B	696	
		C	433	
		D	434	20,556
	33/F – 49/F (excluding 34/F & 44/F) (15 storeys)	A	721	
		B	696	
		C	433	
		D	434	34,260
	51/F	A	1,458	
		B	859	2,317
	52/F	A	1,458	
		B	859	2,317
	53/F & 55/F (excluding 54/F) (duplex unit)	A *@#	2,536	
		B *@#	1,751	4,287

				104,857

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 22/F and 50/F are refuge floors.
3. * with private flat roof(s)
@ with private roof(s)
with stairhood(s)

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
2 (T2-A)	1/F	A *	1,387	
		B *	774	
		C *	908	
		D *	592	
		E *	498	4,159
	2/F – 21/F (excluding 4/F, 13/F & 14/F) (17 storeys)	A	1,386	
		B	782	
		C	911	
		D	584	
		E	496	70,703
	23/F – 33/F (excluding 24/F) (10 storeys)	A	1,383	
		B	784	
		C	912	
		D	582	
		E	497	41,580
	35/F – 42/F (8 storeys)	A	1,381	
		B	785	
		C	913	
		D	580	
		E	499	33,264
	43/F – 50/F (excluding 44/F) (7 storeys)	A	1,378	
		B	786	
		C	914	
		D	579	
		E	499	29,092
	52/F	A	2,175	
B *		1,826	4,001	
53/F – 57/F (excluding 54/F) (4 storeys)	A	2,175		
	B	1,815	15,960	
58/F & 59/F (duplex unit)	A *@#S	3,765		
	B *@#	2,599	6,364	

				205,123

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 22/F and 51/F are refuge floors.
3. * with private flat roof(s)
@ with private roof(s)
with stairhood(s)
S with swimming pool

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Shares allocated to each Unit</u>	<u>Sub-Total</u>
2 (T2-B)	1/F	A *	784	
		B *	660	
		C *	463	
		D *	425	
		E *	425	
		F *	455	3,212
	2/F – 21/F (excluding 4/F, 13/F, & 14/F) (17 storeys)	A	796	
		B	644	
		C	458	
		D	436	
		E	436	
		F	460	54,910
	23/F – 33/F (excluding 24/F) (10 storeys)	A	798	
		B	643	
		C	460	
		D	435	
		E	435	
		F	462	32,330
	35/F – 42/F (8 storeys)	A	799	
		B	643	
		C	462	
		D	433	
		E	433	
		F	463	25,864
	43/F – 50/F (excluding 44/F) (7 storeys)	A	801	
		B	643	
		C	462	
		D	433	
		E	433	
		F	463	22,645
	52/F	A	1,465	
		B *	871	
		C	945	3,281
	53/F – 57/F (excluding 54/F) (4 storeys)	A	1,465	
		B	867	
		C	945	13,108
	58/F & 59/F (duplex unit)	A *@#	2,261	
		B *@#	1,463	
		C *@#	1,826	5,550

				160,900

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 22/F and 51/F are refuge floors.
3. * with private flat roof(s)
@ with private roof(s)
with stairhood(s)

THE FIRST SCHEDULE

PART II
ALLOCATION OF MANAGEMENT UNITS

Phase X Residential Development :

	No. of Management Units <u>allocated to each Tower</u>	
Tower 1 (T1-A)	171,926	
Tower 1 (T1-B)	104,857	
Tower 2 (T2-A)	205,123	
Tower 2 (T2-B)	160,900	642,806

Phase X Car Park :

(i)	Car Parking Spaces Nos.PA001 to PA085 on Lower Ground 1 Floor (125 Management Units each)	10,625	
(ii)	Car Parking Spaces Nos.PB086 to PB178 on Lower Ground 2 Floor (125 Management Units each)	11,625	
(iii)	Motor Cycle Parking Spaces Nos.M01 to M19 on Lower Ground 1 Floor (24 Management Units each)	456	22,706

**Non-Station Development Common Areas within Phase X and Non-Station
Development Common Services and Facilities within Phase X:** 0

Phase X Common Areas and Phase X Common Services and Facilities : 0

**Phase X Car Park Common Areas and Phase X Car Park Common
Services and Facilities :** 0

**Phase X Residential Common Areas and Phase X Residential Common
Services and Facilities :** 0

Total Management Units: -----
665,512
=====

Allocation of Management Units to each Phase X Residential Unit

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
1 (T1-A)	1/F	A *	1,088	
		B *	763	
		C *	832	
		D *	581	
		E *	489	3,753
	2/F – 21/F (excluding 4/F, 13/F & 14/F) (17 storeys)	A	1,096	
		B	775	
		C	836	
		D	572	
		E	486	64,005
	23/F – 32/F (excluding 24/F) (9 storeys)	A	1,094	
		B	777	
		C	835	
		D	578	
		E	498	34,038
	33/F – 49/F (excluding 34/F & 44/F) (15 storeys)	A	1,093	
		B	778	
		C	835	
		D	578	
		E	498	56,730
	51/F	A	1,946	
		B *	1,783	3,729
	52/F	A	1,946	
		B	1,772	3,718
	53/F & 55/F (excluding 54/F) (duplex unit)	A @#S	3,332	
		B *@#	2,621	5,953

				171,926

Notes:

- There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
- 22/F and 50/F are refuge floors.
- * with private flat roof(s)
@ with private roof(s)
with stairhood(s)
S with swimming pool

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
1 (T1-B)	1/F	A *	727	
		B *	701	
		C *	427	
		D *	437	2,292
	2/F – 21/F (excluding 4/F, 13/F & 14/F) (17 storeys)	A	721	
		B	696	
		C	433	
		D	434	38,828
	23/F – 32/F (excluding 24/F) (9 storeys)	A	721	
		B	696	
		C	433	
		D	434	20,556
	33/F – 49/F (excluding 34/F & 44/F) (15 storeys)	A	721	
		B	696	
		C	433	
		D	434	34,260
	51/F	A	1,458	
		B	859	2,317
	52/F	A	1,458	
		B	859	2,317
	53/F & 55/F (excluding 54/F) (duplex unit)	A *@#	2,536	
		B *@#	1,751	4,287

				104,857

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 22/F and 50/F are refuge floors.
3. * with private flat roof(s)
@ with private roof(s)
with stairhood(s)

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
2 (T2-A)	1/F	A *	1,387	4,159
		B *	774	
		C *	908	
		D *	592	
		E *	498	
	2/F – 21/F (excluding 4/F, 13/F, & 14/F) (17 storeys)	A	1,386	70,703
		B	782	
		C	911	
		D	584	
		E	496	
	23/F – 33/F (excluding 24/F) (10 storeys)	A	1,383	41,580
		B	784	
		C	912	
		D	582	
		E	497	
	35/F – 42/F (8 storeys)	A	1,381	33,264
		B	785	
		C	913	
		D	580	
		E	499	
	43/F – 50/F (excluding 44/F) (7 storeys)	A	1,378	29,092
		B	786	
		C	914	
		D	579	
		E	499	
	52/F	A	2,175	4,001
		B *	1,826	
	53/F – 57/F (excluding 54/F) (4 storeys)	A	2,175	15,960
		B	1,815	
	58/F & 59/F (duplex unit)	A *@#S	3,765	6,364
		B *@#	2,599	

				205,123

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 22/F and 51/F are refuge floors.
3. * with private flat roof(s)
@ with private roof(s)
with stairhood(s)
S with swimming pool

<u>Tower</u>	<u>Floor</u>	<u>Unit</u>	<u>No. of Management Units allocated to each Unit</u>	<u>Sub-Total</u>
2 (T2-B)	1/F	A *	784	
		B *	660	
		C *	463	
		D *	425	
		E *	425	
		F *	455	3,212
	2/F – 21/F (excluding 4/F, 13/F, & 14/F) (17 storeys)	A	796	
		B	644	
		C	458	
		D	436	
		E	436	
		F	460	54,910
	23/F – 33/F (excluding 24/F) (10 storeys)	A	798	
		B	643	
		C	460	
		D	435	
		E	435	
		F	462	32,330
	35/F – 42/F (8 storeys)	A	799	
		B	643	
		C	462	
		D	433	
		E	433	
		F	463	25,864
	43/F – 50/F (excluding 44/F) (7 storeys)	A	801	
		B	643	
		C	462	
		D	433	
		E	433	
		F	463	22,645
	52/F	A	1,465	
		B *	871	
		C	945	3,281
	53/F – 57/F (excluding 54/F) (4 storeys)	A	1,465	
		B	867	
		C	945	13,108
	58/F & 59/F (duplex unit)	A *@#	2,261	
		B *@#	1,463	
		C *@#	1,826	5,550

				160,900

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 22/F and 51/F are refuge floors.
3. * with private flat roof(s)
@ with private roof(s)
with stairhood(s)

THE SECOND SCHEDULE

PART I **EASEMENTS**

Right to pass

1. Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants :

- (a) of a Phase X Residential Unit to go, pass and repass over and along and upon the Non-Station Development Common Areas within Phase X, the Phase X Common Areas and the Phase X Residential Common Areas in common with all others having the like right; and
- (b) of a Phase X Car Parking Space to go, pass and repass over and along and upon the Non-Station Development Common Areas within Phase X, the Phase X Common Areas and the Phase X Car Park Common Areas in common with all others having the like right;

for all purposes connected with the proper use and enjoyment of his Unit.

Right of Owners of the Phase X Residential Units

2. Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants of a Phase X Residential Unit to go, pass and repass over and along and upon the Phase X Car Park Common Areas and to use the Phase X Car Park Common Services and Facilities in common with all others having the like right for all purposes connected with (a) access to and from the refuse storage and material recovery chamber on Lower Ground 1 Floor of the buildings erected on Phase X (which is for identification purpose only as shown and indicated on the Lower Ground 1 Floor Plan annexed hereto as “RS&MRC”), which forms part of the Phase X Common Areas, and (b) access and egress to and from and use of the Visitors’ Car Parking Spaces in the Phase X Car Park.

Rights of Owners of the Phase X Car Parking Spaces

3. Subject to the provisions of Clauses 7 and 8 of Section D of this Deed and to the management expenses for the Common EV Facilities to be borne by the Owners of Phase X Car Parking Spaces, the full right and liberty (Subject Always to the rights of the Manager under this Deed and the Principal Deed) for the Owner of a Phase X Car Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the electric meter room of the Phase X Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base boxes, socket outlets, protective and security devices within the Phase X Car Park Common Areas at such locations and in such manner to be approved by the Manager (including but not limited to the designation of routing and the manner of which such installation, maintenance, repair and replacement is carried out) for the purposes of or in connection with the proper use and enjoyment and operation of the Non-Common EV Facilities serving his Phase X Car Parking Space exclusively.

Rights relating to utility pits and trenches

4. Without prejudice to the generality of Clause 1(c) of Part I of the Second Schedule to the Principal Deed, the right of the Owners of Site I to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other utilities or services from and to Site I through the sewers, drains, pipes, flues, conduits, ducts, wires, cables and other conducting media which are now or may at any time during the Term be in or passing through the utility pits and trenches within other parts of the Non-Station Development Provided That the Owners of Site I shall be responsible for the cost of repair and maintenance of such sewers, drains, pipes, flues, conduits, ducts, wires, cables and other conducting media serving them

and also contribute to the cost of repair and maintenance of the relevant utility pits and trenches within other parts of the Non-Station Development in such proportion as the Manager shall reasonably determine in accordance with the provisions of the Principal Deed.

Right to pass and use the driveways located within Site H forming parts of the Non-Station Development Common Areas located within Site H

5. Without prejudice to the generality of Clause 1(a) of Part I of the Second Schedule to the Principal Deed, full right and liberty for the Owners of Site I for the time being, their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) with or without vehicles to go, pass and repass over and along and upon and use the driveways on 1/F, 2/F and 3/F of Site H forming parts of the Non-Station Development Common Areas located within Site H for all purposes connected with the proper use and enjoyment of their Units Provided That the Owners of Site I shall be responsible for the cost of repair and maintenance of such driveways in such proportion as the Manager shall reasonably determine in accordance with the provisions of the Principal Deed.

THE SECOND SCHEDULE

PART II

EXCEPTIONS AND RESERVATIONS

- | | |
|---|--|
| Rights of other Owners | 1. Easements, rights and privileges set out in Part II of the Second Schedule of the Principal Deed. |
| Rights of the Owner of the Station Complex and the Reserved Areas | <p>2. The full right and liberty for MTR as the Owner of the Station Complex and the Reserved Areas, its servants, agents and licensees, on foot and with or without vehicle(s) and/or equipment, to go, pass and repass over and along and upon Road R4 Carriageway on the Lower Ground 4 Floor of Phase X and the pavements along the said Road R4 Carriageway all forming part of the Non-Station Development Common Areas within Phase X and as for identification purpose only shown coloured Orange on the plan (DWG. No. DMC-01) annexed hereto in common with all others having the like right for the purposes of access and egress to and from the Mass Transit Railway Depot (as defined in the Government Grant) of the Station Complex, Provided That :</p> <p>(a) notwithstanding Clause 8(a) of Section E, the proviso in Clause 1 of Section J and Clause 4 of Section J of the Principal Deed, as the said Road R4 Carriageway and pavements are within Phase X, MTR as the Owner of the Station Complex and the Reserved Areas shall contribute to a proportion of the costs and expenses for the upholding, management, repair and maintenance and the insurance premium of the said Road R4 Carriageway and pavements within Phase X equal to the proportion that the construction gross floor area of the Station Complex together with the construction gross floor area of the Reserved Areas (collectively, “the Construction GFA of Station Complex and Reserved Areas”) bears to the total gross floor area of Phase X as certified by the Authorized Person of Phase X plus the Construction GFA of Station Complex and Reserved Areas but in any event shall not be less than 52.8%,</p> <p>(b) whilst MTR as the Owner of the Station Complex and the Reserved Areas, its servants, agents and licensees are exercising the access right provided in this Clause, MTR as the Owner of the Station Complex and the Reserved Areas shall</p> <p style="margin-left: 40px;">(i) not cause any interruption or obstruction to the passage of motor vehicles (including but not limited to emergency vehicles) and pedal-cycles over and along and upon the said Road R4 Carriageway,</p> <p style="margin-left: 40px;">(ii) not cause any disturbance to the Owners and occupiers of the Units and any other persons and shall provide such measures as may be necessary to minimize disturbance including but not limited to noise abatement and dust protection measures, and</p> <p style="margin-left: 40px;">(iii) take precautions to ensure safety of and no adverse impact on, and shall not interfere with or endanger, the Owners and occupiers of the Units and any other persons,</p> <p>(c) MTR as the Owner of the Station Complex and the Reserved Areas, its servants, agents and licensees shall use the said</p> |

Road R4 Carriageway and pavements as vehicular and pedestrian passage for gaining access to and from the Mass Transit Railway Depot only, and

- (d) MTR as the Owner of the Station Complex and the Reserved Areas shall
 - (i) pay the contribution referred to in Clause 2(a) above to the Manager whether demanded or not,
 - (ii) indemnify and keep indemnified the Manager, all Owners and occupiers of the Units and any other persons from and against all liabilities, claims, costs, expenses, demands, actions and proceedings of whatsoever nature in respect of any loss or damage to any person or property, nuisance or disturbance arising whether directly or indirectly out of or in connection with anything done or omitted to be done by MTR as the Owner of the Station Complex and the Reserved Areas, its servants, agents and licensees in respect of the use of the said Road R4 Carriageway and pavements, the exercise of the rights hereby granted and the performance of any of its obligations under this Clause, and
 - (iii) not do or permit or suffer to be done anything that may obstruct, impede or interfere with the management of the said Road R4 Carriageway and pavements.

Rights relating to Internal Transport System

3. Subject to the terms of the Government Grant, the right for the Owners of the Shares and other persons authorized by them or their assigns to pass and repass Road R4 Carriageway and pavements on the Lower Ground 4 Floor of Phase X forming parts of the Internal Transport System as defined under Special Condition No.(60)(a) of the Government Grant freely with or without motor vehicles at all times and for all lawful purposes and free of any payment to and from Any of the Sites (as defined in Special Condition No.(1)(b) of the Government Grant).

Right of Owners of the Non-Station Development to pass and use the Non-Station Development Common Areas within Phase X and the Non-Station Development Common Services and Facilities within Phase X

4. Full right and liberty for the Owners of the Non-Station Development for the time being, their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and use Road R4 Carriageway and pavements on the Lower Ground 4 Floor of Phase X forming parts of the Non-Station Development Common Areas within Phase X and the Non-Station Development Common Services and Facilities within Phase X for all purposes connected with the proper use and enjoyment of their Units.

THE THIRD SCHEDULE

RESTRICTIONS AND PROHIBITIONS

Not to partition	1. Not to partition any Phase X Residential Unit or Phase X Car Parking Space.
User	2. (a) Not to use or permit or suffer to be used any Phase X Residential Unit for any purpose whatsoever other than as a private dwelling. (b) Not to use or permit or suffer to be used any Phase X Car Parking Space other than for the parking of one private motor vehicle or one private motor cycle (as the case may be).
Not to make alterations or additions	3. (a) Other than in exceptional circumstances and subject to the prior written consent of the Manager, not to make any structural alterations or additions or paint the outside of the Phase X Residential Units, alter the exterior window glass, alter or remove the railings or balustrades on any Phase X Utility Platform or Phase X Balcony, or generally do anything that might alter or affect the external appearance of the Phase X Residential Units. (b) Not to make any structural alteration which will interfere with or affect the rights of the other Owners.
Phase X Non-enclosed Areas	4. (a) Not to cause, permit, suffer or allow any Phase X Non-enclosed Areas to be enclosed above the safe parapet height other than as under the Approved Plans by any material of whatsoever kind or nature, and to keep and maintain any Phase X Balcony or Phase X Utility Platform in the design and layout as provided under the Approved Plans. (b) Not to erect, affix or place or cause or permit or suffer or allow to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature on any Phase X Balcony or Phase X Utility Platform or any part thereof.
Not to hang washing	5. Not to use or permit or suffer to be used any portion of any Unit or the roof or flat roof(s) (if any) held and enjoyed therewith, other than the place provided therein specifically therefor, for the washing or drying of clothes or any similar purpose or in any way which may alter the external appearance of the buildings or cause damage, nuisance, annoyance or inconvenience to the other Owners and occupiers of the Land and the Development.
Not to exhibit signs	6. Not to exhibit in or upon any Phase X Residential Unit any name, writing, drawing, signboard, plate, advertisement or placard of any kind.
Not to misuse lavatories	7. Not to use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development (including those within the Phase X Residential Units) for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision. The cost of clearing any blockage and/or making good any breakage or damage resulting from their misuse will be charged to the person responsible or to the Owner of the Unit in which the problem originated.
Not to obstruct Common Areas	8. (a) Not to use or cause or permit or suffer the use of any of the Non-Station Development Common Areas within Phase X, the Phase X Common Areas, the Phase X Residential Common Areas or the Phase X Car Park Common Areas for the purpose of drying laundry (except in the places

specifically provided therefor) or hanging or placing or storing any article or thing thereon or therein and not to permit servants (or the children of any servant) or any other person to use the same for loitering or eating.

(b) Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Non-Station Development Common Areas within Phase X, the Phase X Common Areas, the Phase X Residential Common Areas or the Phase X Car Park Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims, damages or expenses of and against the Manager in respect thereof.

No erection of metal grilles and shutters

9. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Phase X Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Phase X Residential Common Areas or the Phase X Residential Common Services and Facilities and the design of any metal grille or shutter or gate shall, prior to the installation thereof, first be submitted to the Manager for his approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

Not to obstruct driveways

10. Not to park in, obstruct or otherwise use or permit or suffer any servant, agent, visitor or licensee to park in, obstruct or otherwise use those areas of the Land and the Development allocated to the parking, movement or access of vehicles or designated as loading and unloading areas otherwise than in accordance with the Phase X House Rules from time to time made pursuant to Section G of this Deed or the Building Rules made pursuant to Section K of the Principal Deed.

Visitors' Car Parking Spaces

11. Subject to Clause 12 below, the Visitors' Car Parking Spaces in the Phase X Car Park, which form parts of the Phase X Car Park Common Areas, shall be used only for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the visitors or invitees of the Owners or occupiers of the Phase X Residential Development.

Parking spaces for disabled persons

12. The parking spaces for disabled persons among the Visitors' Car Parking Spaces, which form parts of the Phase X Car Park Common Areas, shall be used only for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Phase X Residential Development and their bona fide guests, visitors and invitees.

Loading and unloading bays

13. The loading and unloading bays on the Ground Floor of the buildings erected on Phase X, which form parts of the Phase X Residential Common Areas, shall be used only for the purpose of loading and unloading by the Owners or residents of the Phase X Residential Development.

Pedal-cycle parking spaces

14. The pedal-cycle parking spaces in the Phase X Car Park, which form parts of the Phase X Residential Common Areas, shall be used only for the parking of pedal-cycles belonging to the Owners, occupiers, visitors or invitees of the Owners or occupiers of the Phase X Residential Development.

No demolition or alteration of partition walls and/or floor/roof slabs and consent record

15. (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase X Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase X Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase X Residential Unit, except with the prior written consent of the Director or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase X the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase X free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase X.

Greenery areas

16. Not to use the greenery areas forming part of the Phase X Residential Common Areas (as for identification purpose only as shown on the plans annexed hereto and thereon coloured Hatched Green, Hatched Green Hatched Grey and Green Dotted Lines) for any other purpose other than for the common use and benefit of the Owners, occupiers and licensees of the Phase X Residential Development without the prior consent of the Building Authority.

THE FOURTH SCHEDULE

PHASE X HOUSE RULES

1.
 - (a) The purpose of Phase X House Rules is to help maintain and preserve Phase X of the Non-Station Development as a high quality residential estate. They are for the benefit of all Owners of Phase X and residents and occupiers, on whom (together with their tenants, licensees, guests, servants and agents) they are binding.
 - (b) The Phase X House Rules are supplementary to the Principal Deed and this Deed, the terms of which will prevail in the event of any conflict.
 - (c) The Manager is empowered to enforce the Phase X House Rules and, from time to time as necessary, to amend or revoke them or make new rules in accordance with Section G of this Deed.
2.
 - (a) The movement and parking of vehicles within Phase X is under the control of the Manager and all drivers must comply with directions given by the staff of the Manager.
 - (b) The speed limit on Phase X is 20 kph.
3.
 - (a) No vehicle of any description, whether belonging to a resident or otherwise, may park anywhere on Phase X other than in one of the proper parking spaces provided for that purpose.
 - (b) Each resident may park his car(s) in his Phase X Car Parking Space(s) and must not use the Phase X Car Parking Space of any other resident without his prior consent.
 - (c) Each Phase X Car Parking Space may be used only for the parking of one private car or one motor cycle (as the case may be); the carrying out of repairs and the storage of anything whatsoever is strictly prohibited.
 - (d) No lorries, commercial or goods vehicles may be parked in any Phase X Car Parking Space (other than light vans or taxis belonging to an Owner or occupier of the Residential Development), except that delivery vehicles and such like visiting Phase X on legitimate business may, as directed by the Manager, use spaces which are reserved for that purpose.
 - (e) Any vehicle parked in contravention of the above rules, may be impounded or removed by the Manager without prior warning. The Manager may also, without liability to its owner, remove and dispose of any derelict vehicle which is an eyesore or otherwise causing nuisance to the residents, (notwithstanding that it has been left in a designated parking space). All cost and charges incurred or levied by the Manager shall be recoverable from the owner of the vehicle impounded or removed.
4. The following matters require the prior written consent of the Manager, which may be granted, withheld (such consent shall not be unreasonably withheld), or granted subject to conditions at its absolute discretion, and work must not commence unless and until such consent has been obtained:-
 - (a) the installation of air-conditioners and any similar or related plant or equipment (other than the usual domestic package-type units in the apertures provided in the Phase X Residential Unit), subject to the Manager's right to require such subsequent modifications (or complete removal) as they may deem necessary including, without limitation, the taking of measures to avoid condensation dripping on the premises below; and
 - (b) the installation and/or use of window guard

Provided that the Manager must not charge any fee other than a reasonable administrative fee for issuing consent and such fee must be credited to the Special Fund for Phase X.

5. No washing may be hung on or anything projected from or out of any roof, flat roof, balcony or window of the Phase X Residential Units or any other buildings on Phase X.

6. Each resident is required to keep his Unit in a good state of preservation and cleanliness and is responsible for ensuring that no dirt, garbage, waste or other matter is dropped, swept or thrown outside onto the Common Areas, or the premises of any other resident.
7. Garbage and refuse from each Unit shall be removed and handled in such manner as the Manager may direct.
8. Residents must not play or operate any musical instrument, radio, television, recording equipment or such like, or cause or permit or suffer any noise to emanate from their Units to the disturbance or annoyance of other residents.
9. The Phase X Residential Units are to be used for residential purposes only and must not be used for or in connection with any business or for gambling or any illegal or immoral purpose.
10. Notwithstanding Clause 1(x) in the Third Schedule of the Principal Deed, no Owner or resident shall bring or keep in any Unit any dogs, cats, pets, live poultry or other animals which may be the subject of reasonable complaint from the other Owners or residents Provided That this provision shall not apply to guide dogs required for blind persons.
11. The Manager is empowered to make, revoke and amend the Fitting Out Rules relating to the carrying out of work to any Unit and regulations governing the use and enjoyment of the swimming pools and all other recreational facilities to be used by the residents and occupiers of Phase X Residential Development and their bona fide visitors.
12. Residents are not permitted to utilise any employee of the Manager or any of the staff of Phase X for their own private business or purposes.
13. Any consent or approval under Phase X House Rules given by the Manager may be revoked at any time Provided that such consent or approval shall not be revoked unreasonably.
14. Any queries or complaints in regard to any matter concerning Phase X should be made to the Manager, preferably in writing.

THE FIFTH SCHEDULE

WORKS AND INSTALLATIONS

1. structural elements;
2. external wall finishes and roofing materials;
3. fire safety elements;
4. plumbing system;
5. drainage system;
6. fire services installations and equipment;
7. electrical wiring system;
8. lift installations;
9. gas supply system;
10. window installations;
11. ventilation system;
12. curtain walls;
13. gondolas; and
14. escalators.

THE SIXTH SCHEDULE

PART I
PHASE X BALCONIES

<u>Tower</u>	<u>Floor</u>	<u>Unit which has a Phase X Balcony</u>
1 (T1-A)	All Residential Floors	All Units except Units A, B, C, D and E on 1/F
1 (T1-B)	All Residential Floors	All Units except Units A, B, C and D on 1/F
2 (T2-A)	All Residential Floors	All Units except Units A, B, C, D and E on 1/F
2 (T2-B)	All Residential Floors	All Units except Units A, B, C, D, E and F on 1/F

PART II
PHASE X UTILITY PLATFORMS

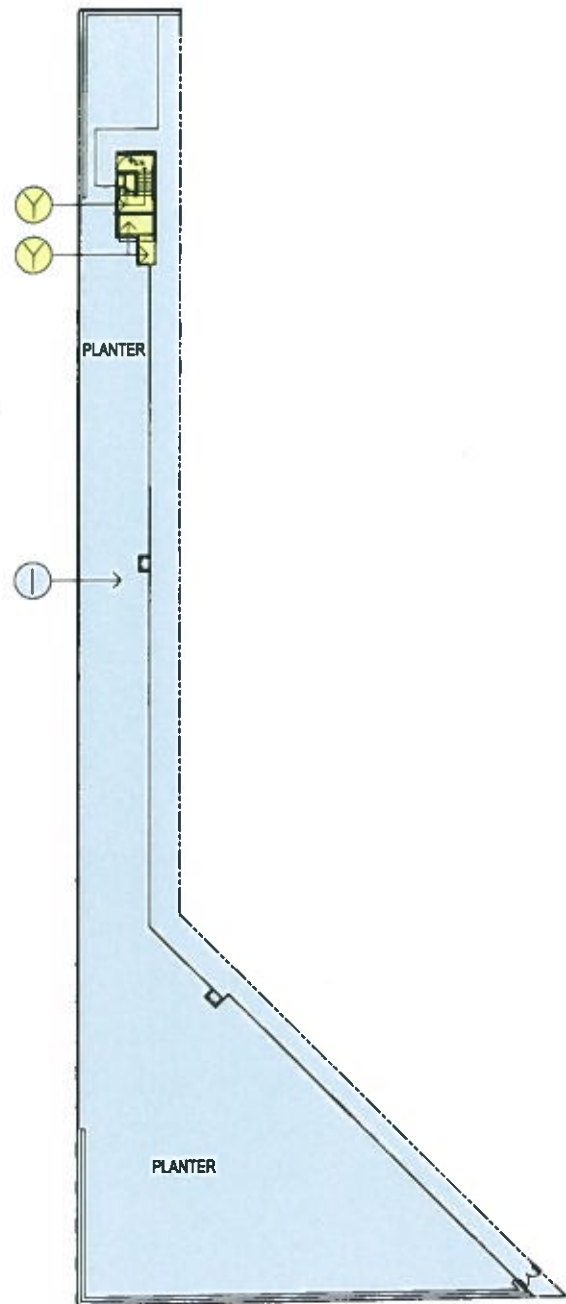
<u>Tower</u>	<u>Floor</u>	<u>Unit which has a Phase X Utility Platform</u>
1 (T1-A)	All Residential Floors	All Units except Units A, B and E on 1/F
1 (T1-B)	All Residential Floors	All Units except Units A, C and D on 1/F
2 (T2-A)	All Residential Floors	All Units except Units A, B and E on 1/F
2 (T2-B)	All Residential Floors	All Units except Units A, B, C, D, E and F on 1/F

SIGNED SEALED and DELIVERED)
by)
)
the lawful attorney of MTR Corporation Limited)
in its capacity as registered owner of the Units in)
Phase X of the Development (except the First)
Assigned Premises) whose signature is verified)
by :)

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

SIGNED SEALED and DELIVERED)
by)
)
the lawful attorney of MTR Corporation Limited)
in its capacity as Manager whose signature is)
verified by :)

SITE I OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



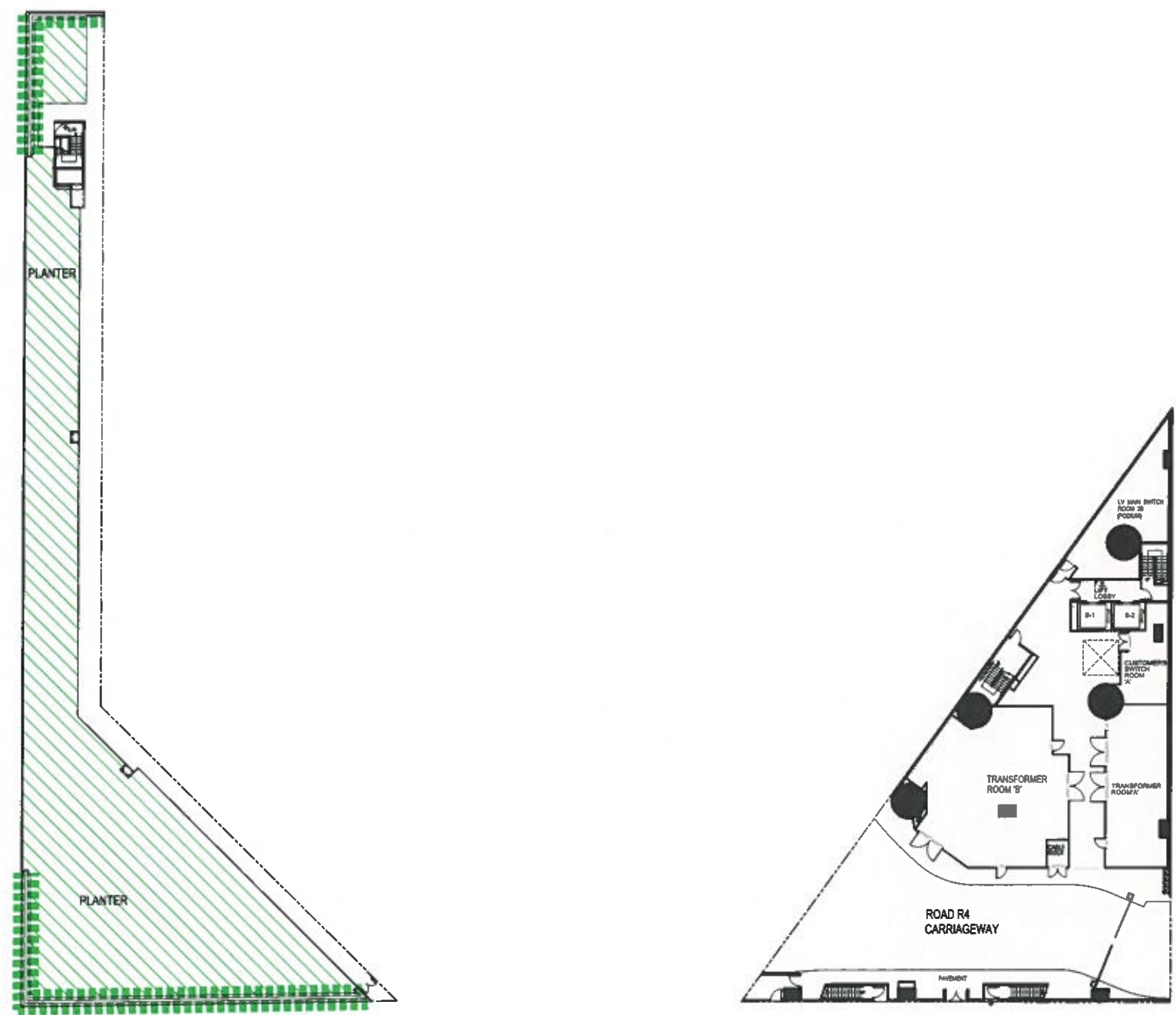
LOWER GROUND 4 FLOOR

- LEGEND
- Y PHASE X COMMON AREAS
 - I PHASE X RESIDENTIAL COMMON AREAS
 - O NON-STATION DEVELOPMENT COMMON AREAS WITHIN PHASE X
 - BOUNDARY LINE OF SITE I

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN


HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SITE I OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



- LEGEND
- GREENERY AREAS (HATCHED GREEN)
 - GREENERY AREAS (VERTICAL GREENING) (GREEN DOTTED LINES)
 - BOUNDARY LINE OF SITE I

LOWER GROUND 4 FLOOR – GREENERY AREAS (TOTAL AREA : 874.555 sqm)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

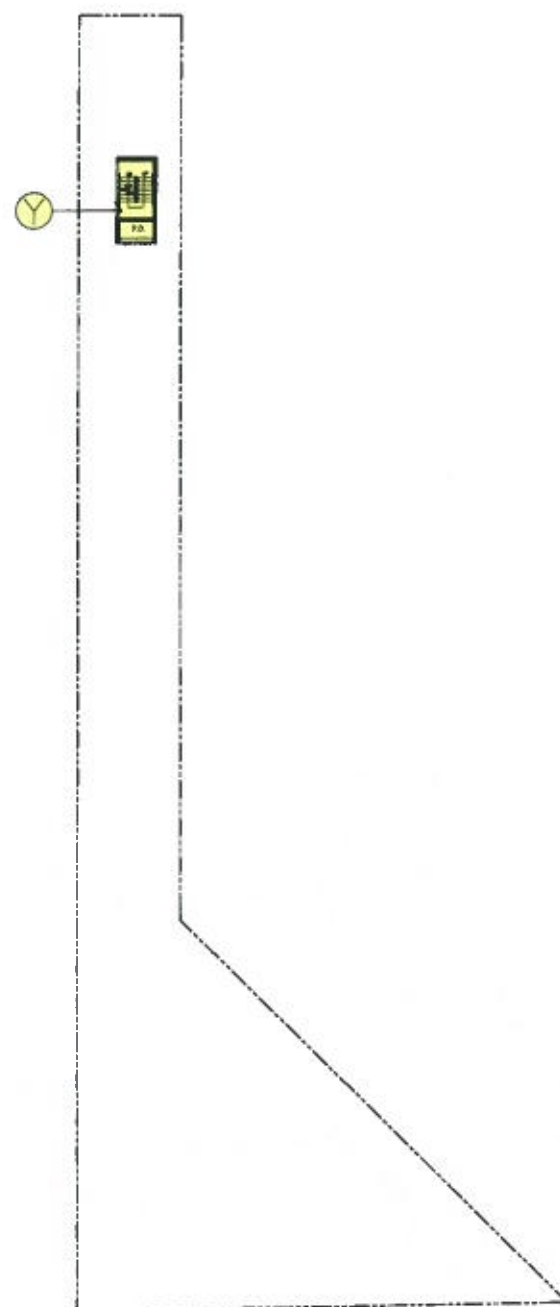
Henry Lau King Chiu

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:500 on A3)

DWG. NO. DMC-01-01

SITE I OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



LOWER GROUND 3 FLOOR



LEGEND

- Y PHASE X COMMON AREAS
- Ⓜ PHASE X RESIDENTIAL COMMON AREAS
- BOUNDARY LINE OF SITE I

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:500 on A3)

DWG. NO. DMC-02




LOWER GROUND 2 FLOOR

SUB-DMC PLAN
(1:500 on A3)

LEGEND

- PHASE X CAR PARK COMMON AREAS
 PHASE X COMMON AREAS
 PHASE X RESIDENTIAL COMMON AREAS
 BOUNDARY LINE OF SITE I

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN


HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

DWG. NO. DMC-03


SITE I OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



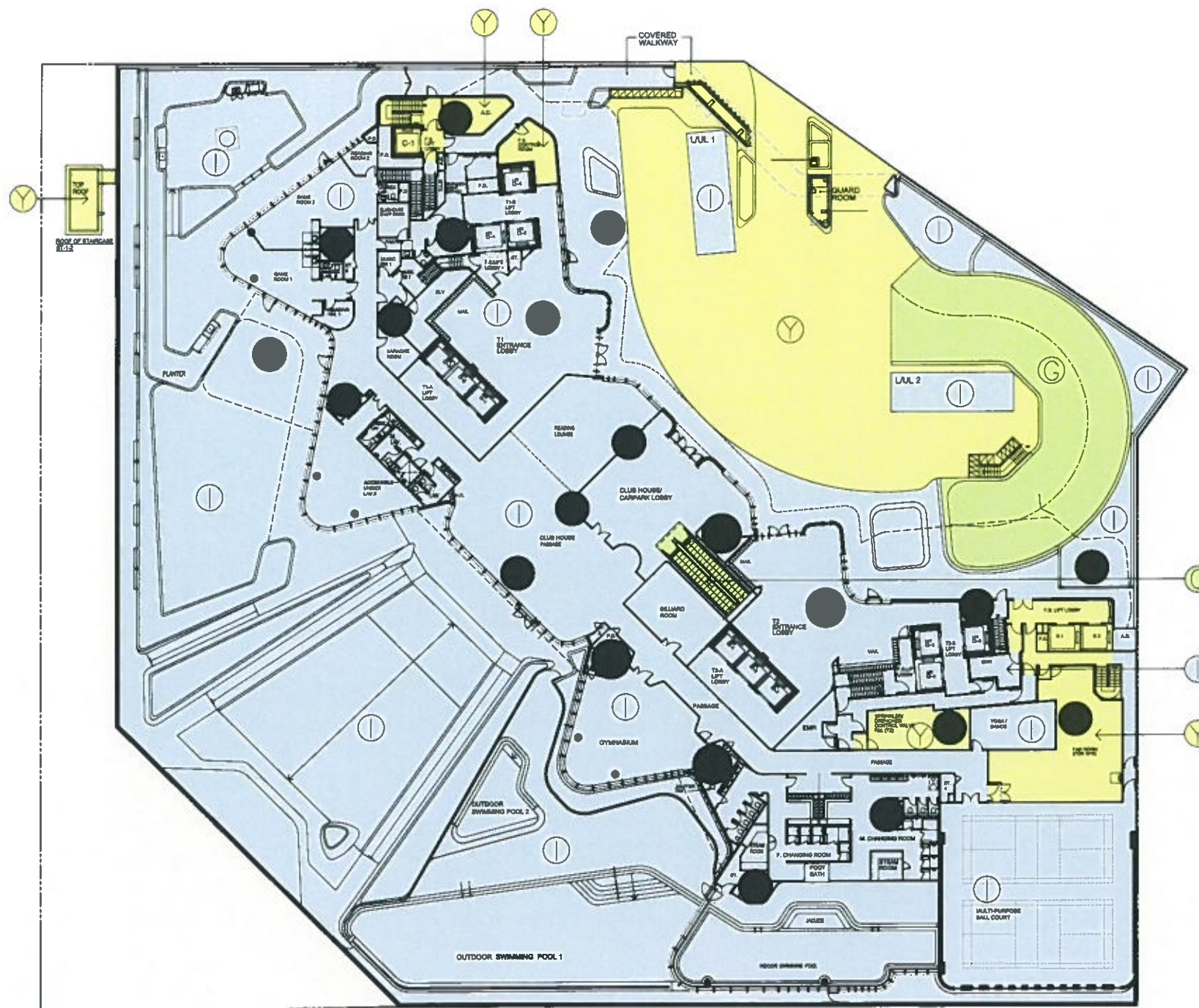
LOWER GROUND 1 FLOOR

- LEGEND
- ⊙ PHASE X CAR PARK COMMON AREAS
 - ⊙ PHASE X COMMON AREAS
 - ⊙ PHASE X RESIDENTIAL COMMON AREAS
 - BOUNDARY LINE OF SITE I

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN


HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SITE 1 OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86




GROUND FLOOR

SUB-DMC PLAN
(1:500 on A3)

LEGEND

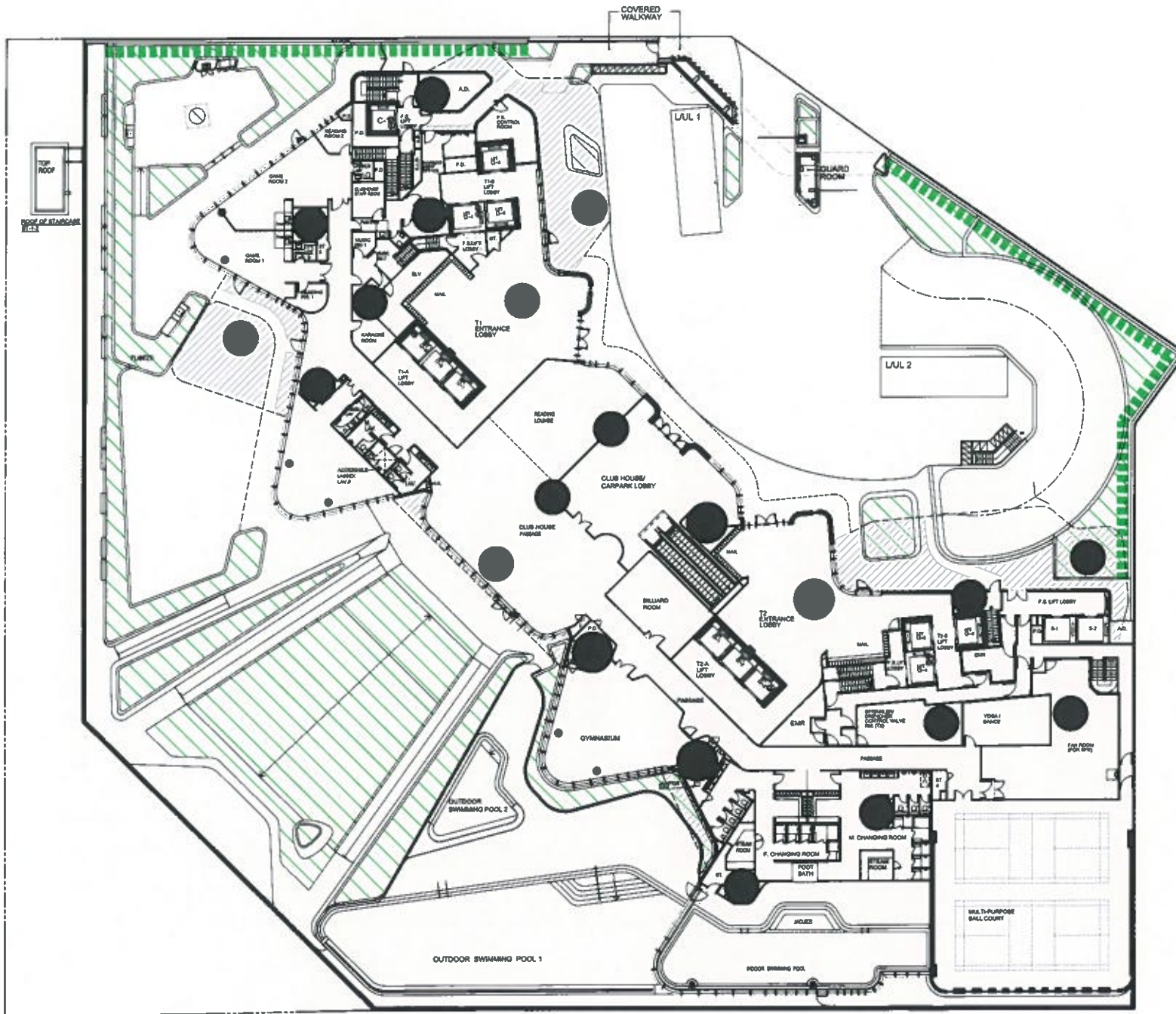
- PHASE X CAR PARK COMMON AREAS
 PHASE X COMMON AREAS
 PHASE X RESIDENTIAL COMMON AREAS
 BOUNDARY LINE OF SITE I

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN


HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

DWG. NO. DMC-05


SITE 1 OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



LEGEND

-  GREENERY AREAS
(HATCHED GREEN)
 GREENERY AREAS/
COVERED LANDSCAPED AREAS
(HATCHED GREEN HATCHED GREY)
 GREENERY AREAS
(VERTICAL GREENING) (GREEN DOTTED LINES)
 COVERED LANDSCAPED AREAS
(HATCHED GREY)
 BOUNDARY LINE OF SITE I

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



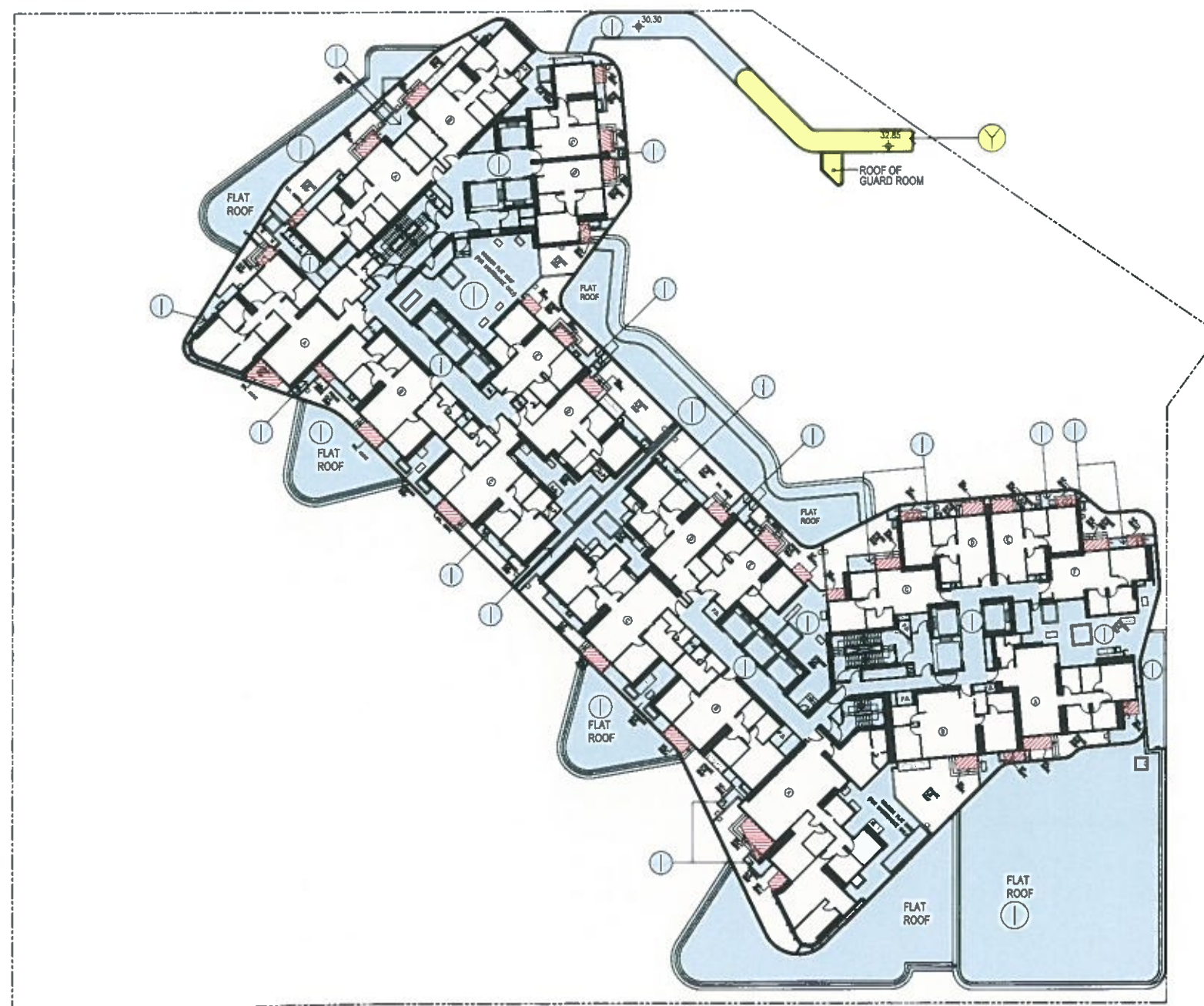
HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

GROUND FLOOR – GREENERY AREAS (TOTAL AREA : 984.916sqm)

SUB-DMC PLAN
(1:500 on A3)

DWG. NO. DMC-05-01

SITE I OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



FIRST FLOOR

LEGEND

- PHASE X COMMON AREAS
- PHASE X RESIDENTIAL COMMON AREAS
- COVERED NON-ENCLOSED AREAS UNDERNEATH THE LOWEST BALCONIES/U.P. (HATCHED RED)
- U.P. UTILITY PLATFORM
- A.C. A/C PLATFORM
- P.D. PIPE DUCT
- BOUNDARY LINE OF SITE I

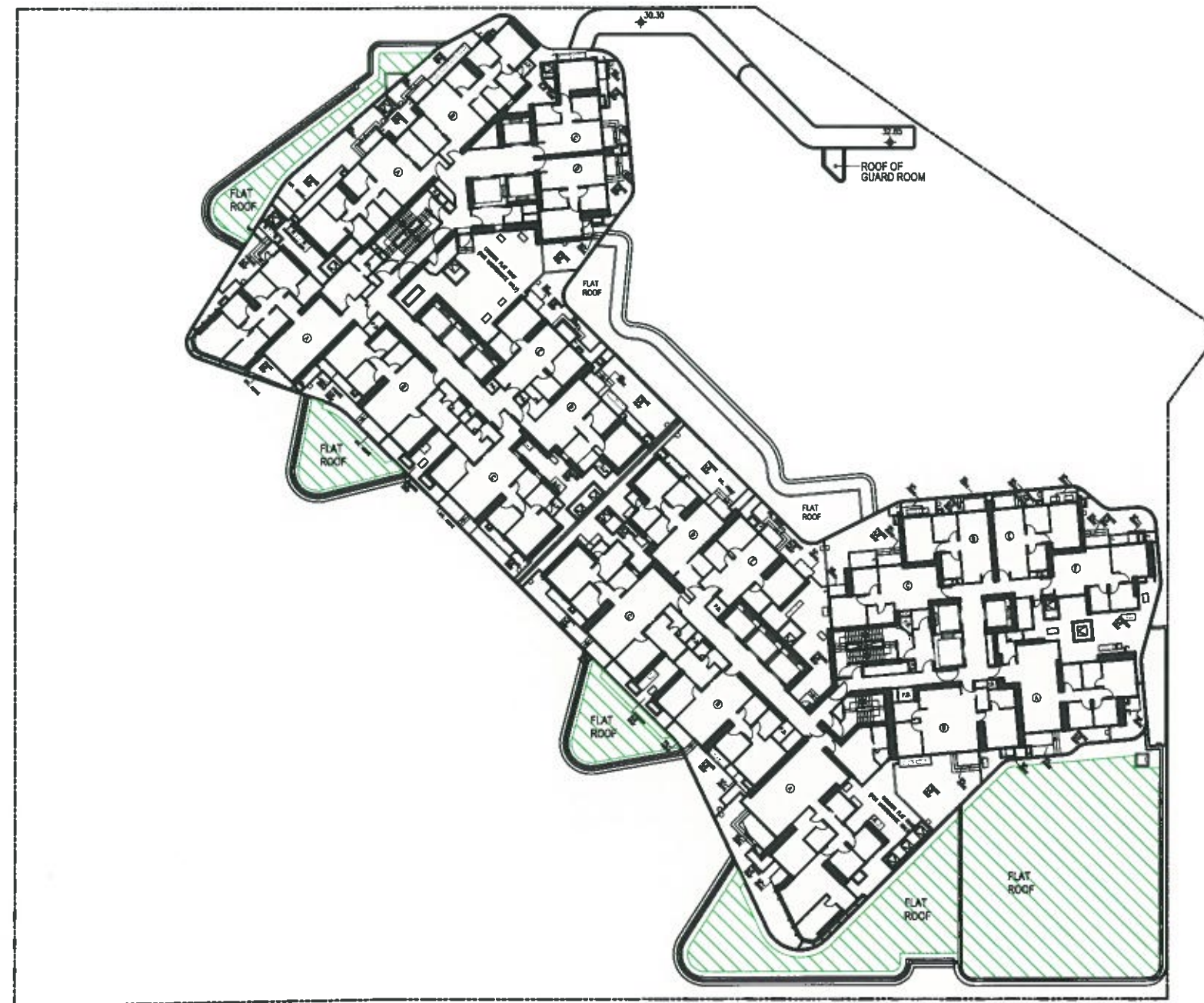
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81



SUB-DMC PLAN
(1:500 on A3)

DWG. NO. DMC-06

SITE 1 OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



LEGEND

-  GREENERY AREAS
(HATCHED GREEN)
-  BOUNDARY LINE OF SITE 1

FIRST FLOOR – GREENERY AREAS (TOTAL AREA : 538.476sqm)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

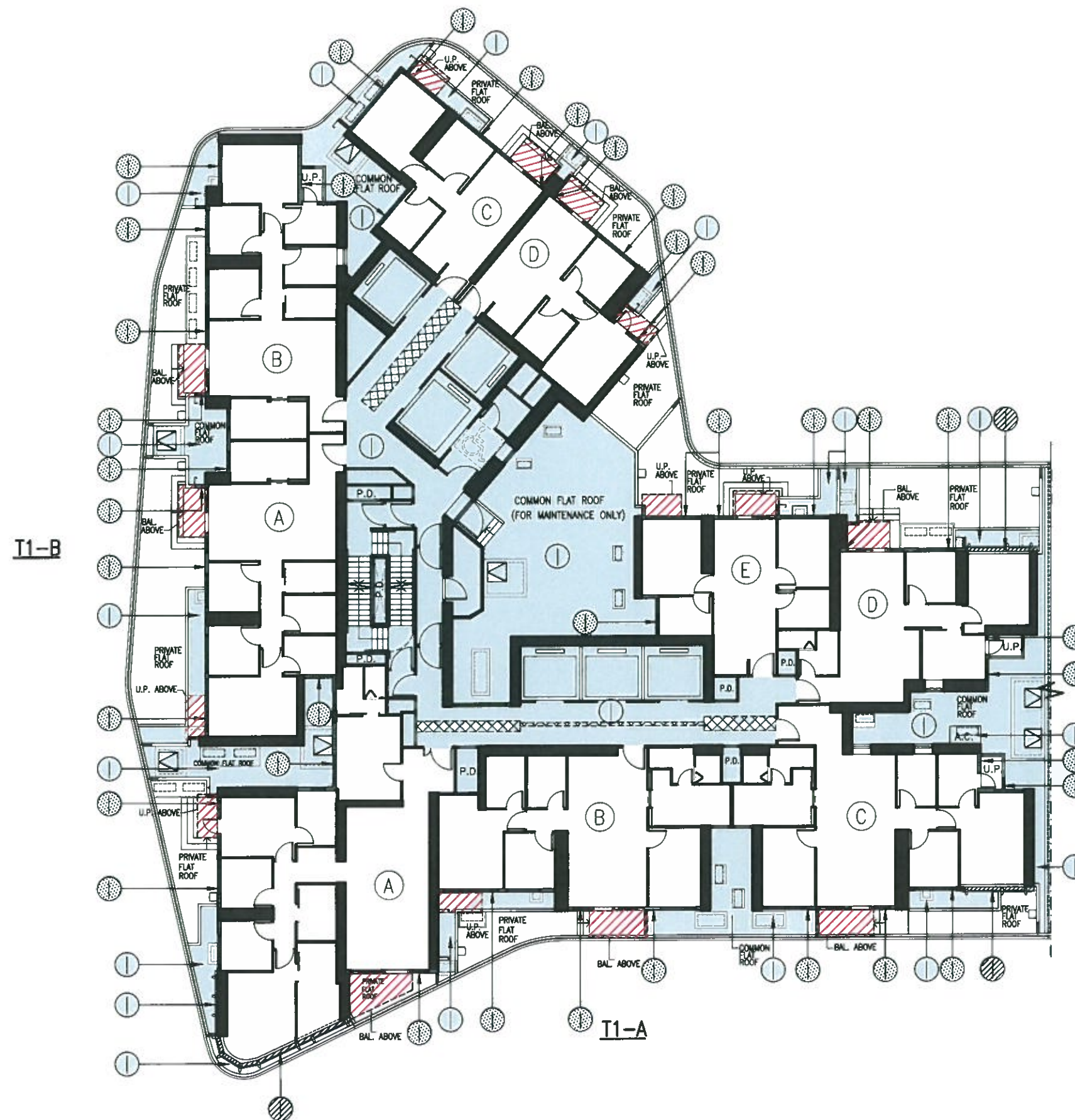


HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:500 on A3)

DWG. NO. DMC-06-01

SITE 1 OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- ▩ WIDER COMMON CORRIDORS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO CROSS-HATCHED BLACK)
- ▨ COVERED NON-ENCLOSED AREAS UNDERNEATH THE LOWEST BALCONIES/U.P. (HATCHED RED)
- U.P. ABOVE
- BAL. ABOVE
- U.P. UTILITY PLATFORM
- P.D. PIPE DUCT
- A.C. A/C PLATFORM

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

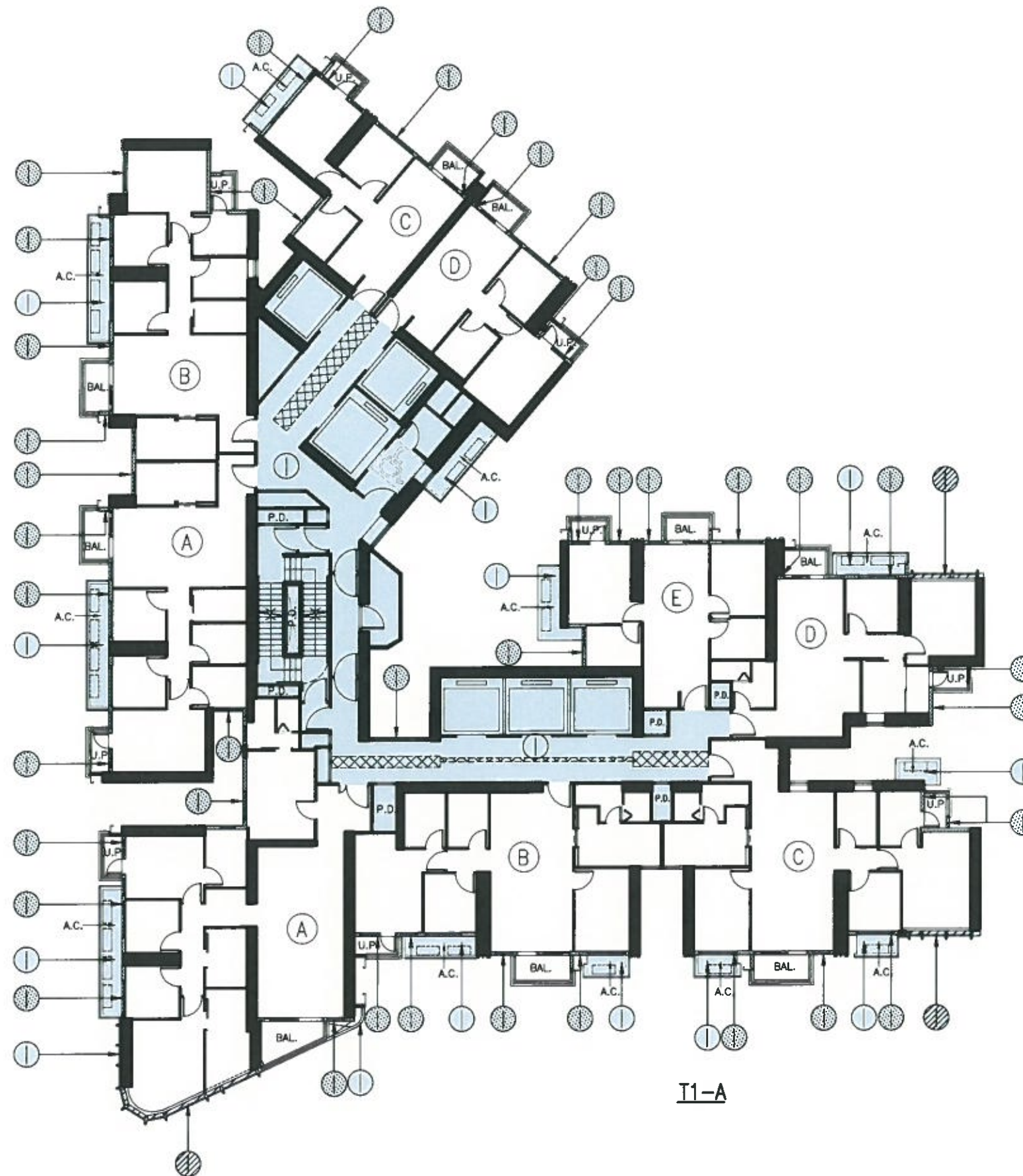
Henry Lau King Chiu
 HENRY LAU KING CHIU
 AUTHORIZED PERSON
 REG. NO. AP(A) 83/81

SUB-DMC PLAN
 (1:200 on A3)

TOWER 1 1/F

DWG. NO. DMC-07

I1-B



I1-A

LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- ▩ WIDER COMMON CORRIDORS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO CROSS-HATCHED BLACK)
- BAL. BALCONY
- U.P. UTILITY PLATFORM
- A.C. A/C PLATFORM
- P.D. PIPE DUCT

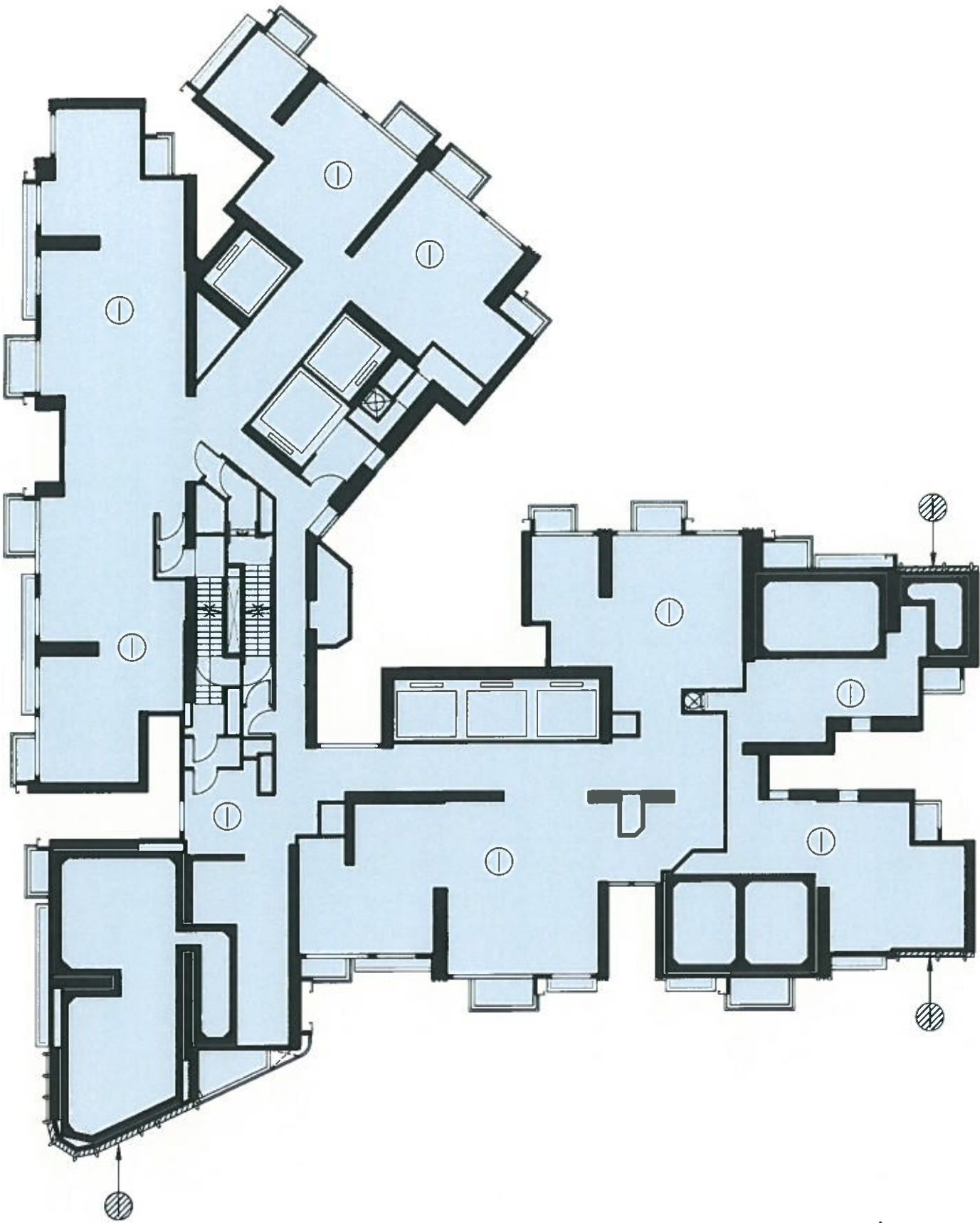
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 1 2/F - 21/F
(EXCEPT 4/F, 13/F, 14/F)

DWG. NO. DMC-08



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- ⊘ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

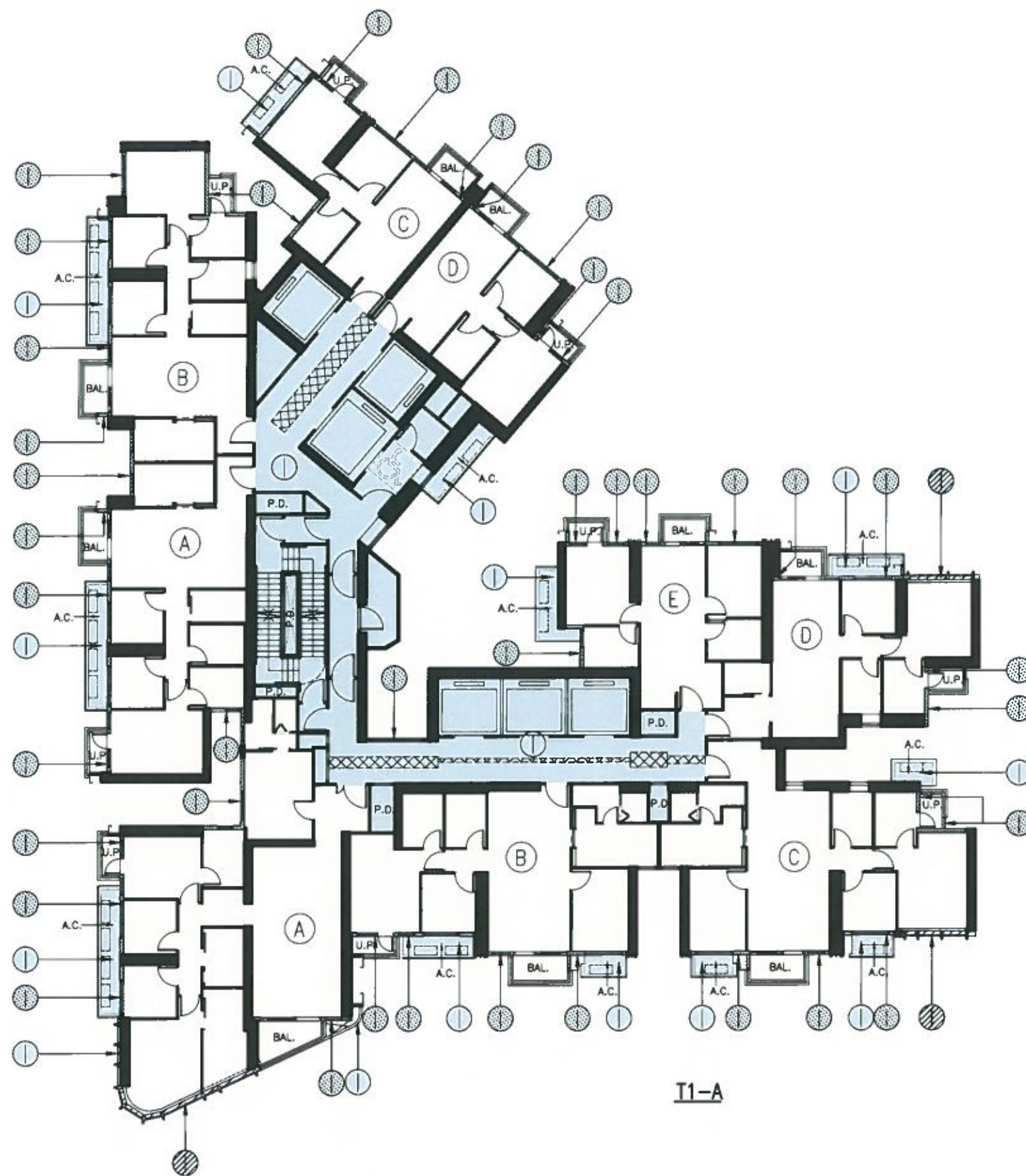
HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 1 REFUGE FLOOR 22/F

DWG. NO. DMC-09

T1-B



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- ▩ WIDER COMMON CORRIDORS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO CROSS-HATCHED BLACK)
- BAL. BALCONY
- U.P. UTILITY PLATFORM
- A.C. A/C PLATFORM
- P.D. PIPE DUCT

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 1 23/F - 49/F
(EXCEPT 24/F, 34/F, 44/F)

DWG. NO. DMC-10



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- ⊘ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS)
(PHASE X RESIDENTIAL COMMON AREAS)
(INDIGO HATCHED BLACK)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

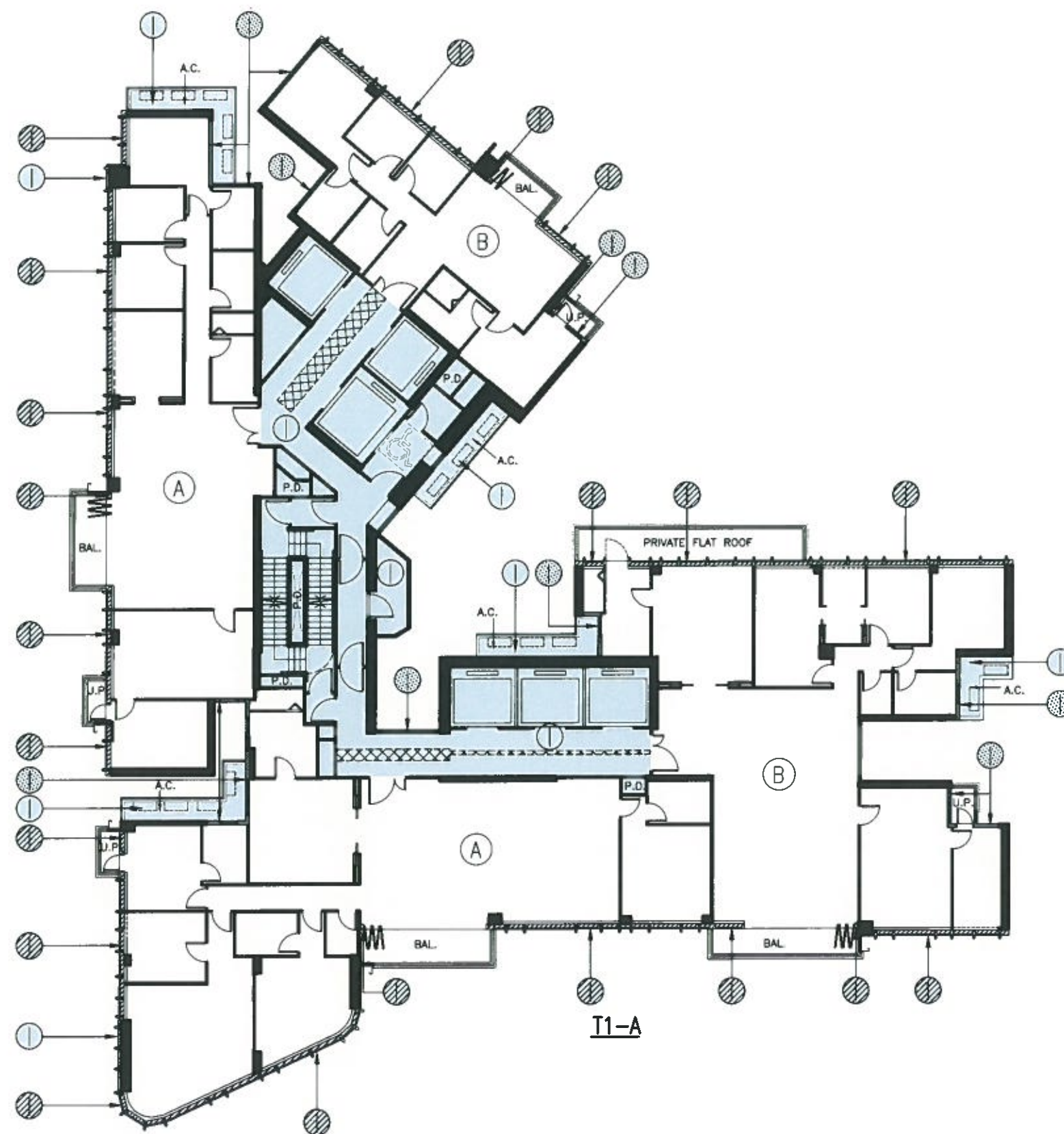
HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 1 REFUGE FLOOR 50/F

DWG. NO. DMC-11

T1-B



T1-A

LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- ▩ WIDER COMMON CORRIDORS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO CROSS-HATCHED BLACK)
- BAL. BALCONY
- U.P. UTILITY PLATFORM
- A.C. A/C PLATFORM
- P.D. PIPE DUCT

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

[Signature]

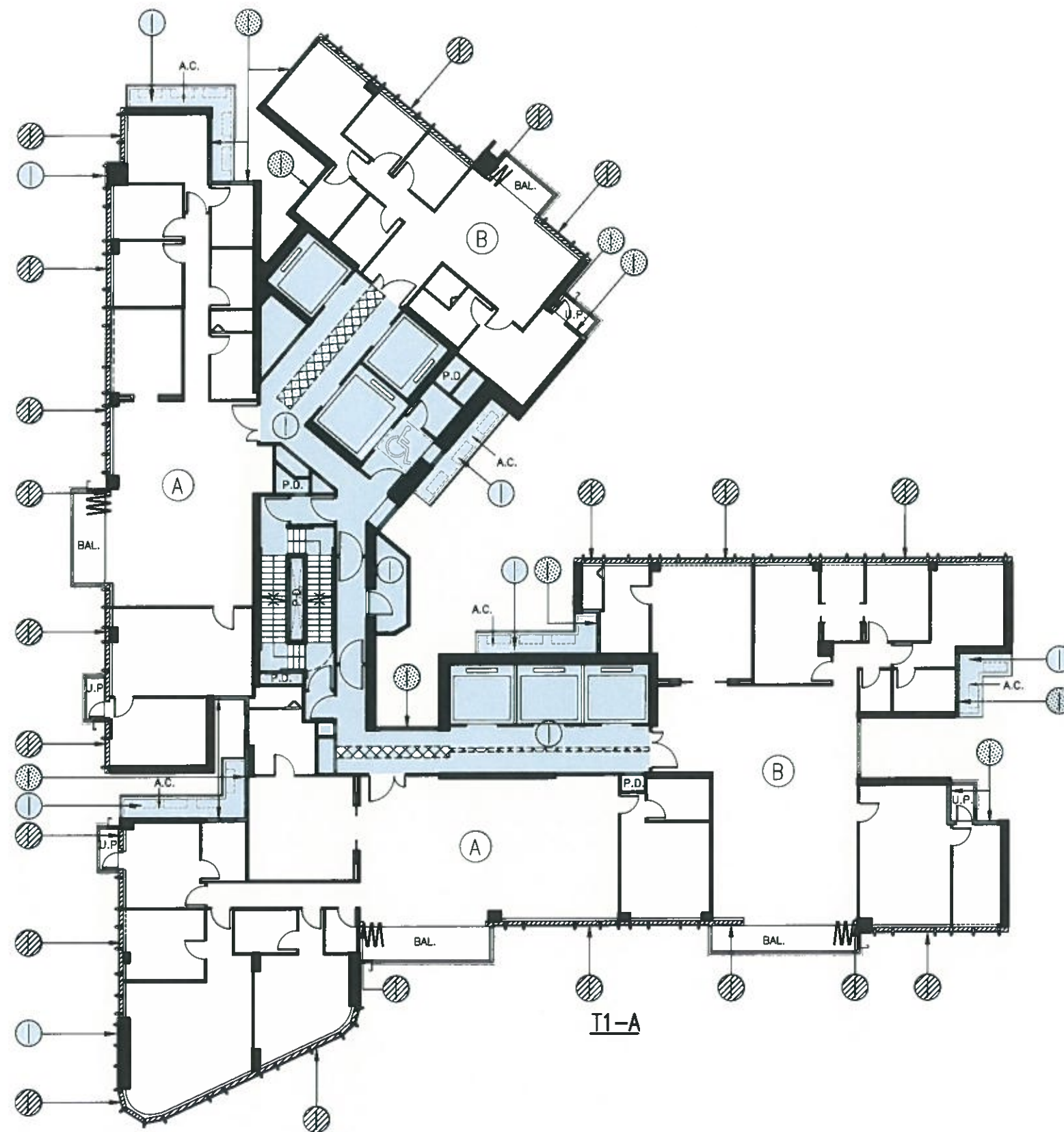
HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 1 51/F

DWG. NO. DMC-12

T1-B




T1-A

LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- ▩ WIDER COMMON CORRIDORS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO CROSS-HATCHED BLACK)
- BAL. BALCONY
- U.P. UTILITY PLATFORM
- A.C. A/C PLATFORM
- P.D. PIPE DUCT

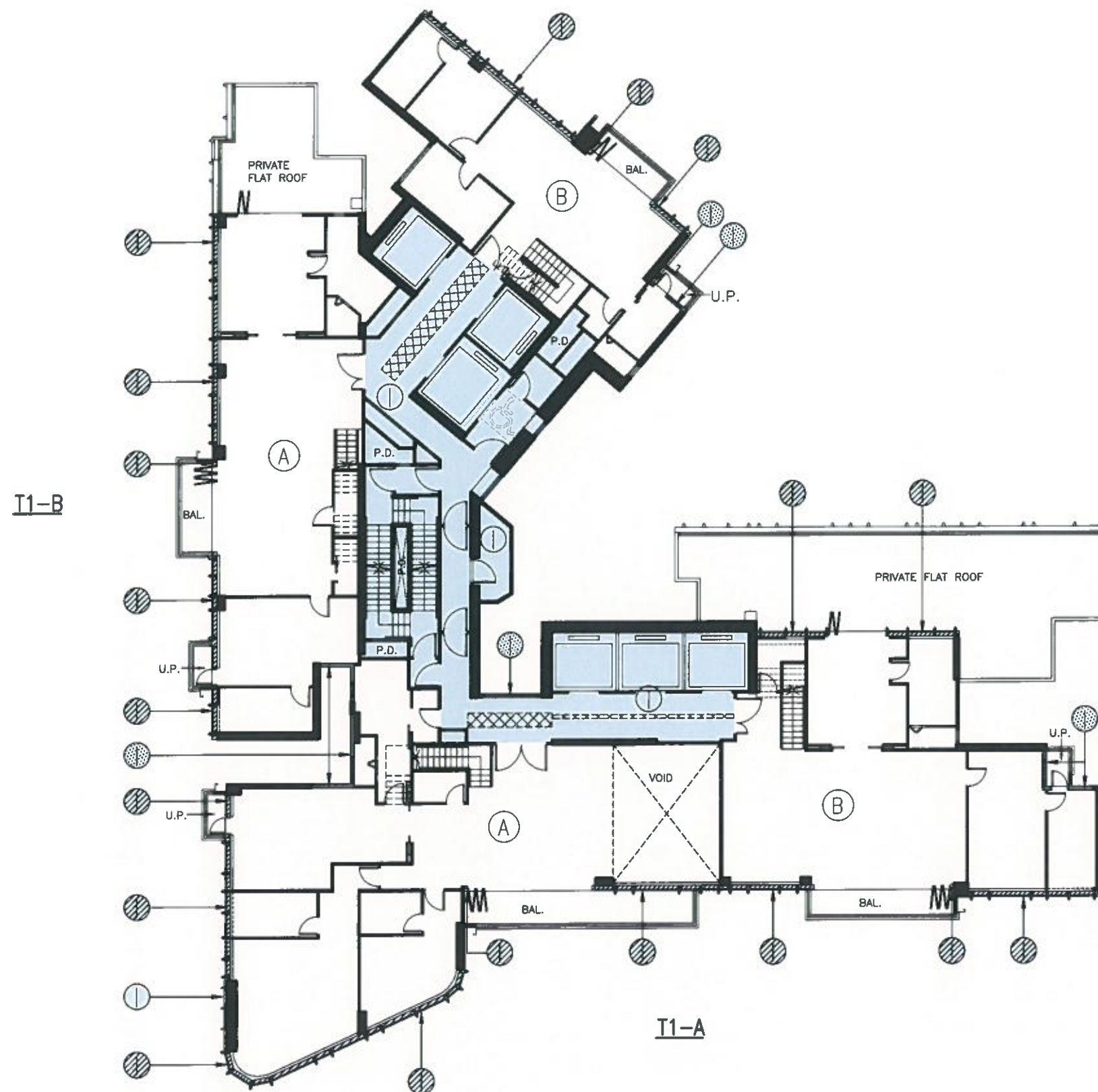
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN


 HENRY LAU KING CHIU
 AUTHORIZED PERSON
 REG. NO. AP(A) 83/81

SUB-DMC PLAN
 (1:200 on A3)

TOWER 1 52/F

DWG. NO. DMC-13



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- ▩ WIDER COMMON CORRIDORS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO CROSS-HATCHED BLACK)
- BAL. BALCONY
- U.P. UTILITY PLATFORM
- P.D. PIPE DUCT

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

[Signature]

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 1 53/F

DWG. NO. DMC-14



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)

P.D. PIPE DUCT

A.C. A/C PLATFORM

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

[Signature]

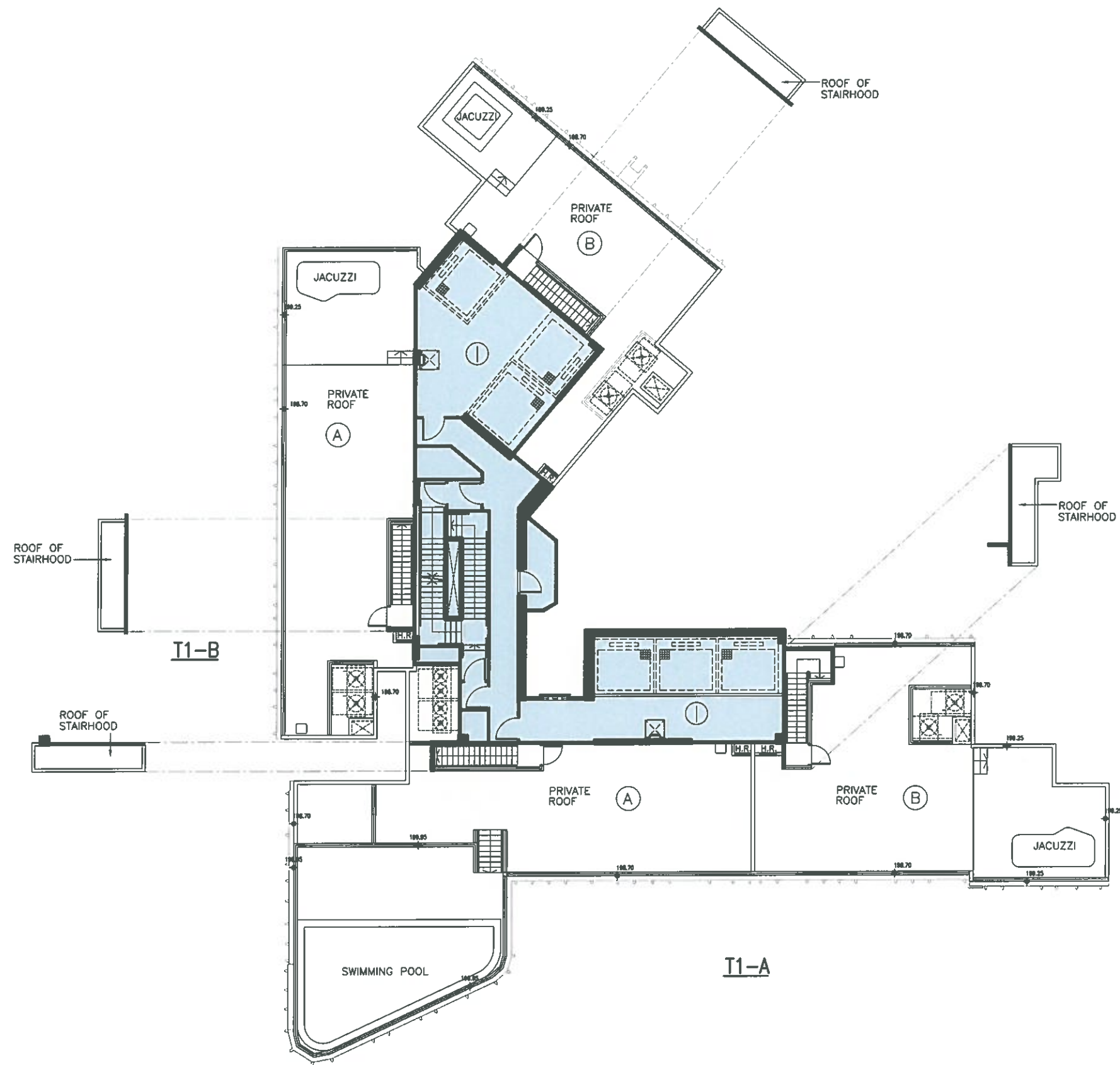
HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 1 55/F

DWG. NO. DMC-15

SITE 1 OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



LEGEND

- Ⓢ PHASE X RESIDENTIAL COMMON AREAS
- H.R. HOSE REEL

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

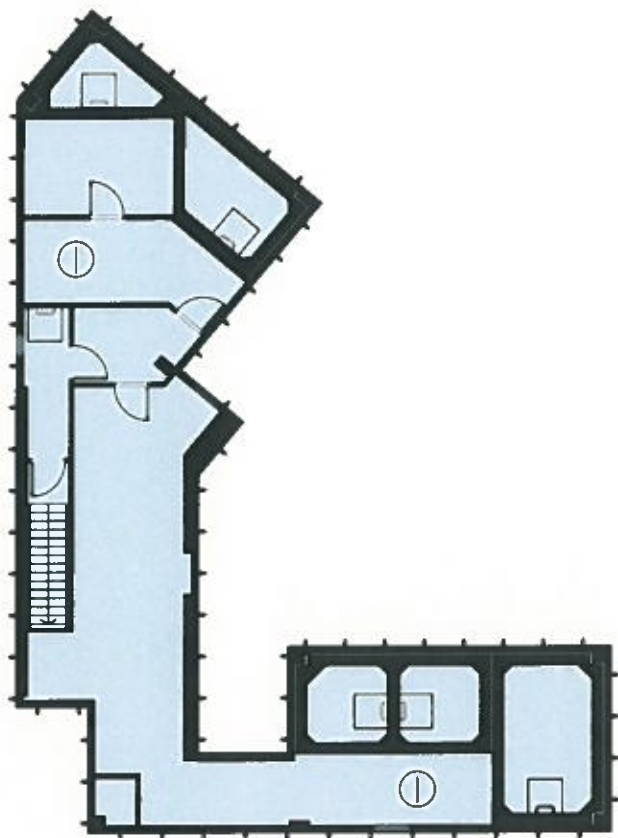
[Signature]

HENRY LAU KING CHIU
 AUTHORIZED PERSON
 REG. NO. AP(A) 83/81

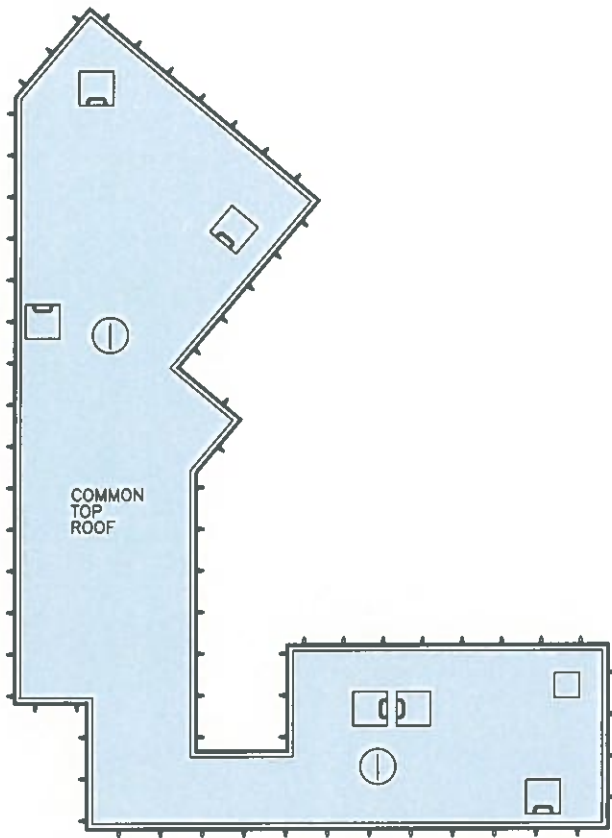
SUB-DMC PLAN
 (1:200 on A3)

TOWER 1 ROOF

DWG. NO. DMC-16



TOWER 1 ROOF (200.95mPD)



TOWER 1 TOP ROOF (205.20mPD)

LEGEND

⓪ PHASE X RESIDENTIAL COMMON AREAS

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SITE 1 OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86

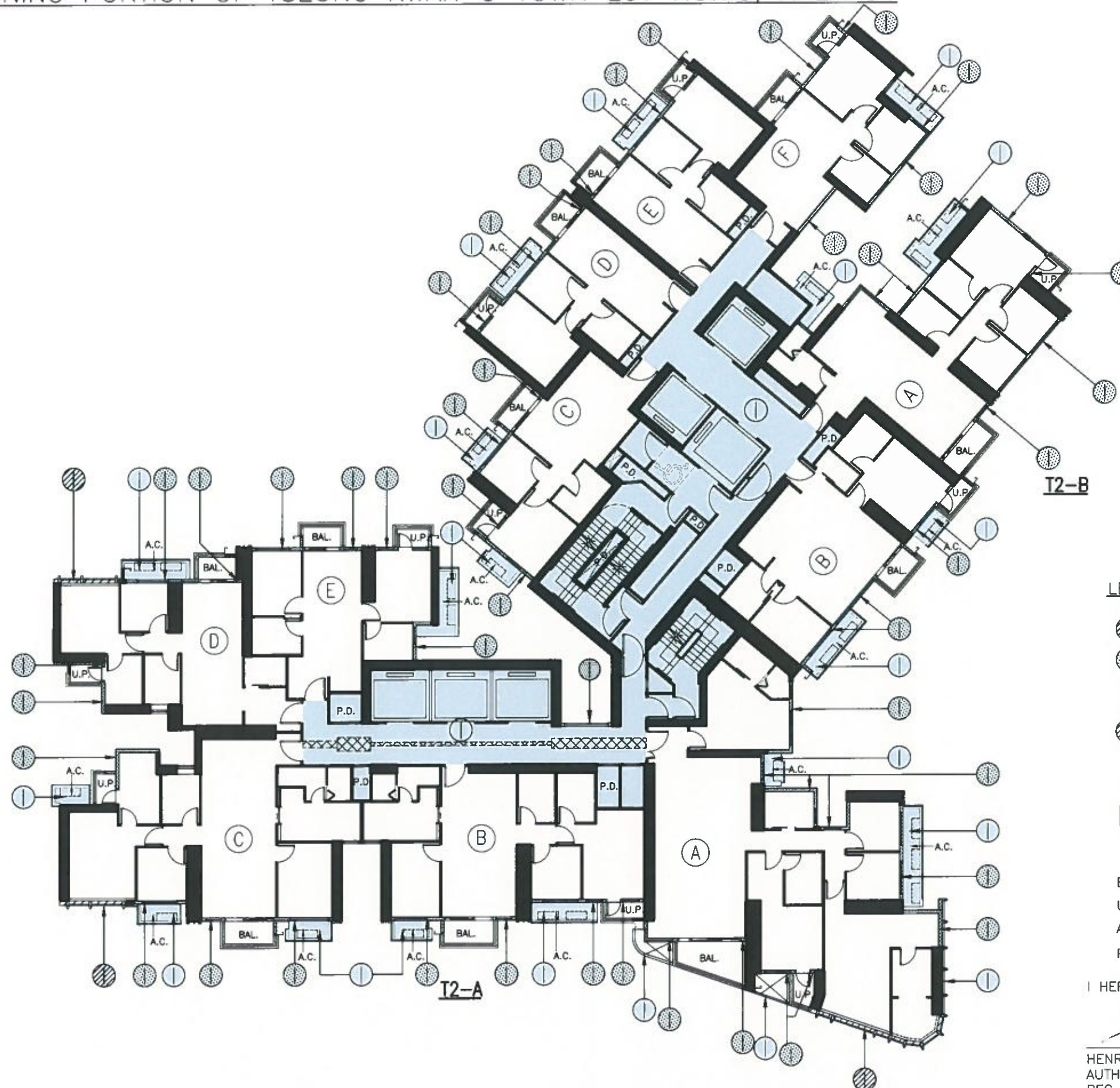


SUB-DMC PLAN
(1:200 on A3)

TOWER 2 1/F

DWG. NO. DMC-18

SITE 1 OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



LEGEND

- PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- WIDER COMMON CORRIDORS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO CROSS-HATCHED BLACK)
- BAL. BALCONY
- U.P. UTILITY PLATFORM
- A.C. A/C PLATFORM
- P.D. PIPE DUCT

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 2 2/F - 21/F, 23/F - 33/F
(EXCEPT 4/F, 13/F, 14/F, 22/F, 24/F)

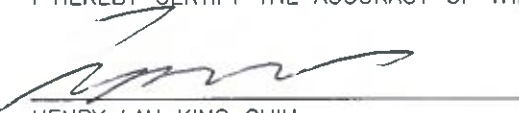
DWG. NO. DMC-19



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- ⊘ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN


HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 2 REFUGE FLOOR 22/F

DWG. NO. DMC-20



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- ▩ WIDER COMMON CORRIDORS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO CROSS-HATCHED BLACK)

BAL. BALCONY

U.P. UTILITY PLATFORM

A.C. A/C PLATFORM

P.D. PIPE DUCT

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

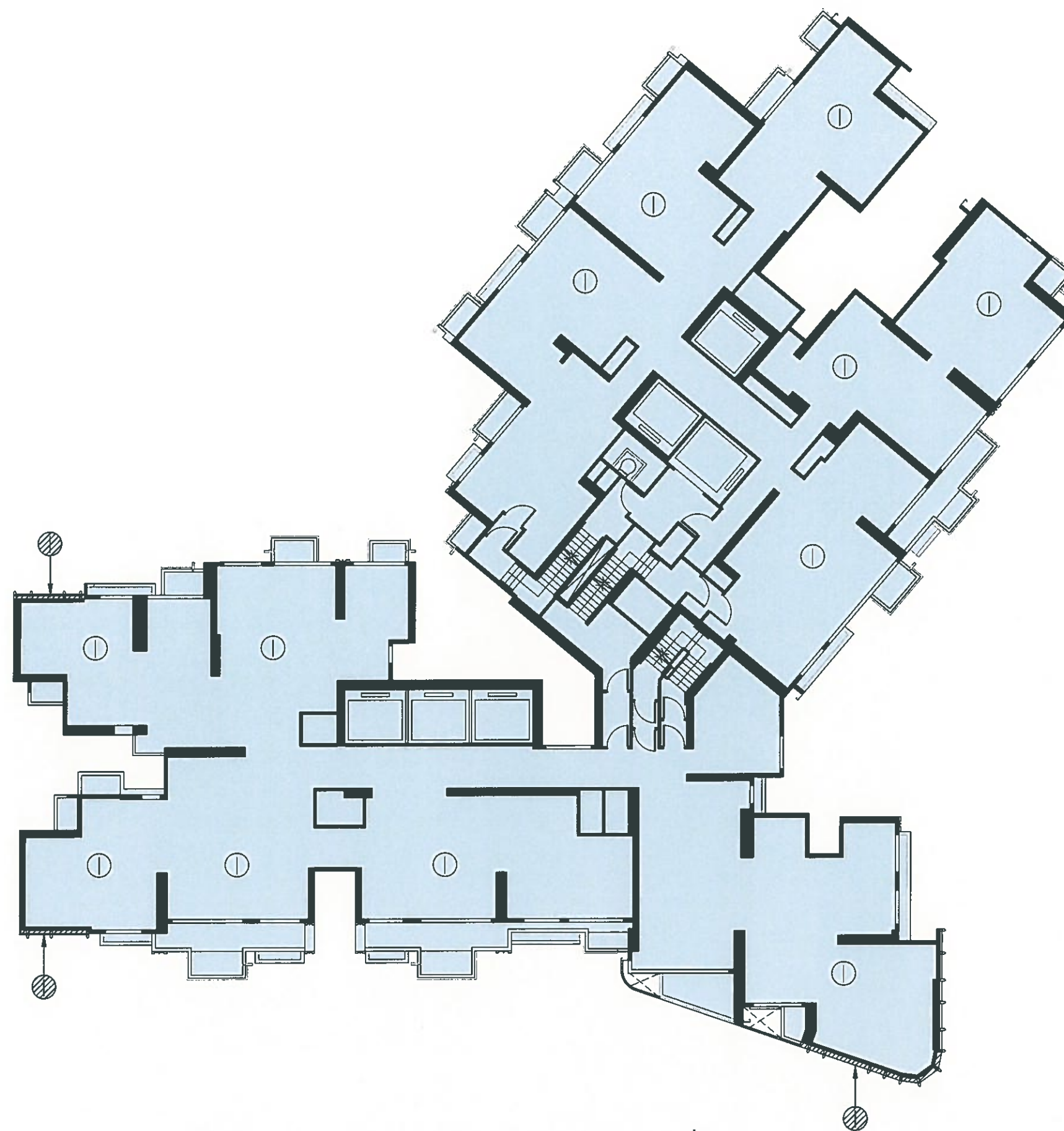
Henry Lau King Chiu

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 2 35/F – 50/F
(EXCEPT 44/F)

DWG. NO. DMC-21



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- ⊘ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS)
(PHASE X RESIDENTIAL COMMON AREAS)
(INDIGO HATCHED BLACK)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 2 REFUGE FLOOR 51/F

DWG. NO. DMC-22



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- ▩ WIDER COMMON CORRIDORS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO CROSS-HATCHED BLACK)

BAL. BALCONY
 U.P. UTILITY PLATFORM
 A.C. A/C PLATFORM
 P.D. PIPE DUCT

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

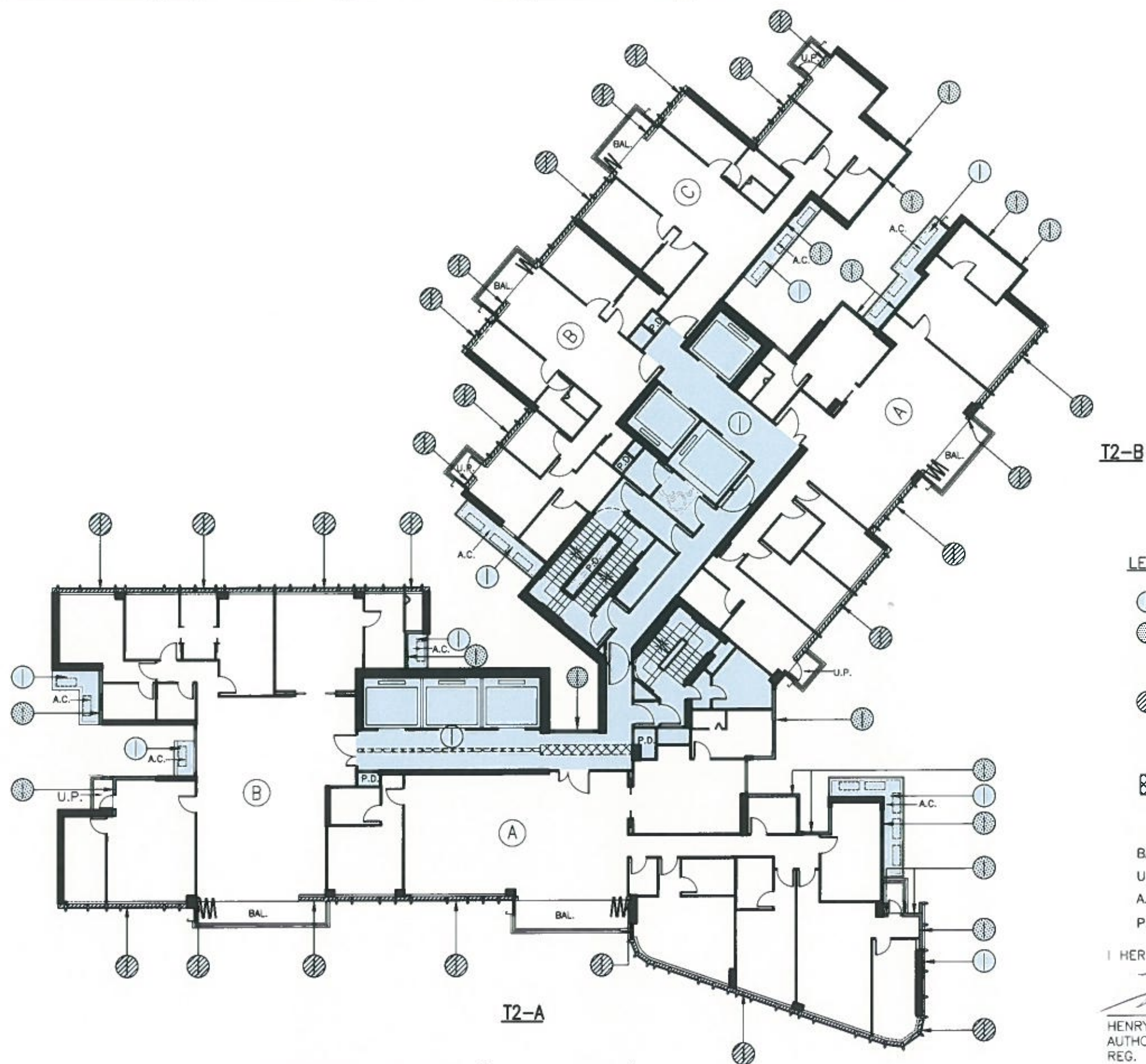
[Signature]

HENRY LAU KING CHIU
 AUTHORIZED PERSON
 REG. NO. AP(A) 83/81

SUB-DMC PLAN
 (1:200 on A3)

TOWER 2 52/F

DWG. NO. DMC-23



SUB-DMC PLAN
(1:200 on A3)

TOWER 2 53/F - 57/F
(EXCEPT 54/F)

DWG. NO. DMC-24



T2-B

LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- ▩ WIDER COMMON CORRIDORS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO CROSS-HATCHED BLACK)

BAL. BALCONY
U.P. UTILITY PLATFORM
P.D. PIPE DUCT

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Henry Lau King Chiu

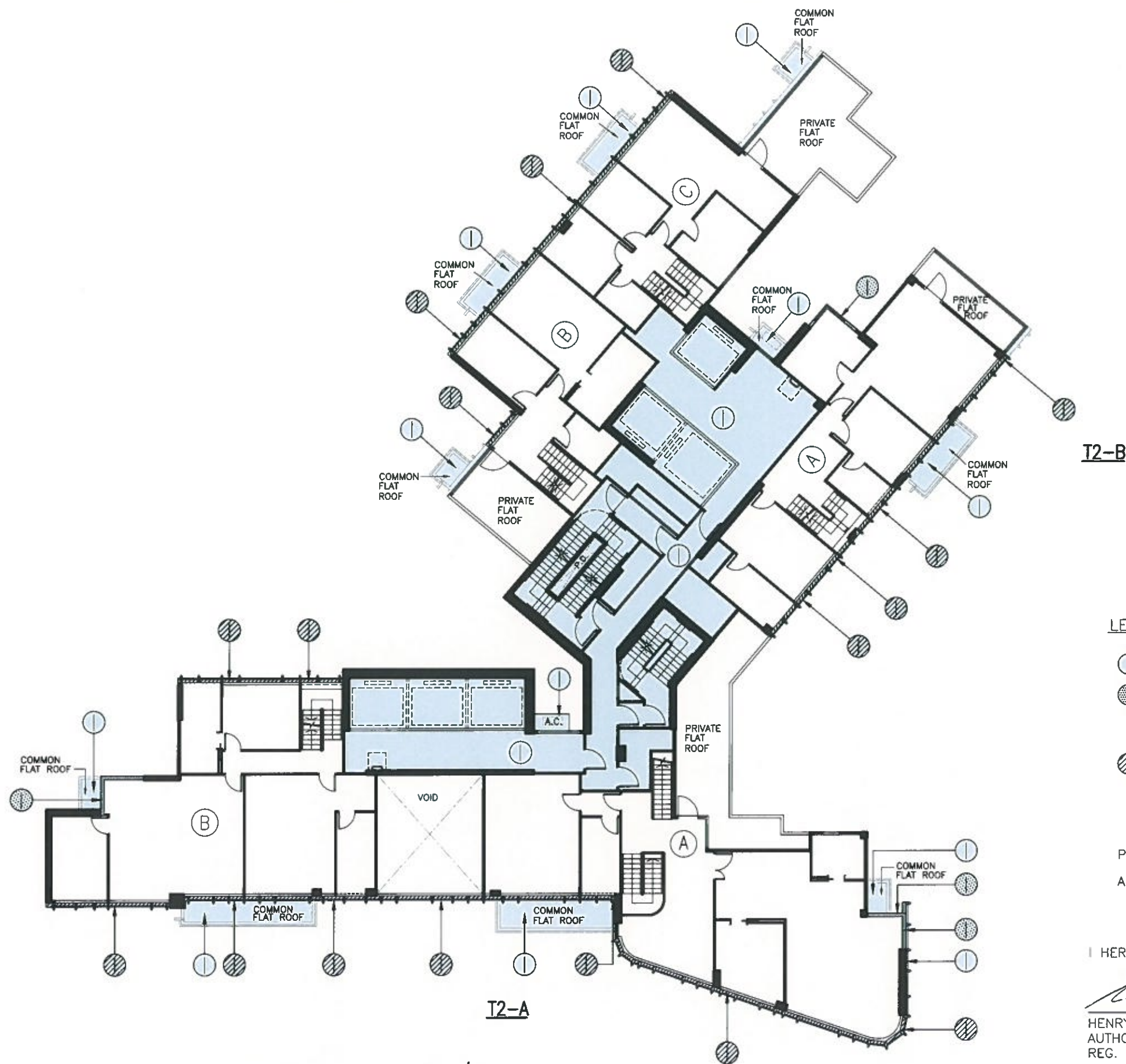
HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

SUB-DMC PLAN
(1:200 on A3)

TOWER 2 58/F

DWG. NO. DMC-25

SITE 1 OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



LEGEND

- ① PHASE X RESIDENTIAL COMMON AREAS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO STIPPLED BLACK)
- ▨ CURTAIN WALLS (EXCEPT ALL OPENABLE WINDOWS AND ASSOCIATED FACILITIES OF SUCH OPENABLE WINDOWS) (PHASE X RESIDENTIAL COMMON AREAS) (INDIGO HATCHED BLACK)
- P.D. PIPE DUCT
- A.C. A/C PLATFORM

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

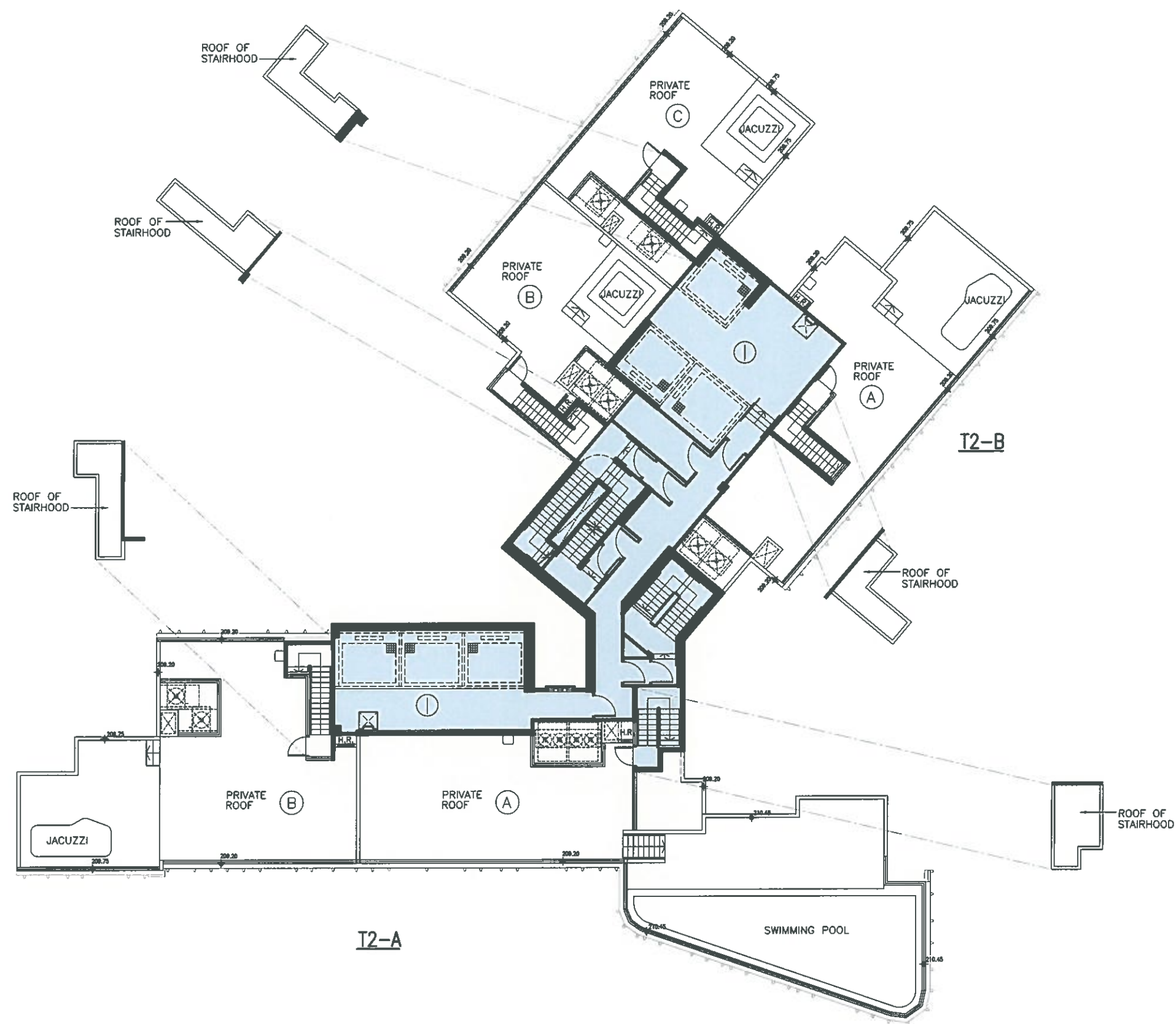
Henry Lau King Chiu
 HENRY LAU KING CHIU
 AUTHORIZED PERSON
 REG. NO. AP(A) 83/81

SUB-DMC PLAN
 (1:200 on A3)

TOWER 2 59/F

DWG. NO. DMC-26

SITE 1 OF THE REMAINING PORTION OF TSEUNG KWAN O TOWN LOT NO.70, AREA 86



- LEGEND
- ① PHASE X RESIDENTIAL COMMON AREAS
 - H.R. HOSE REEL

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

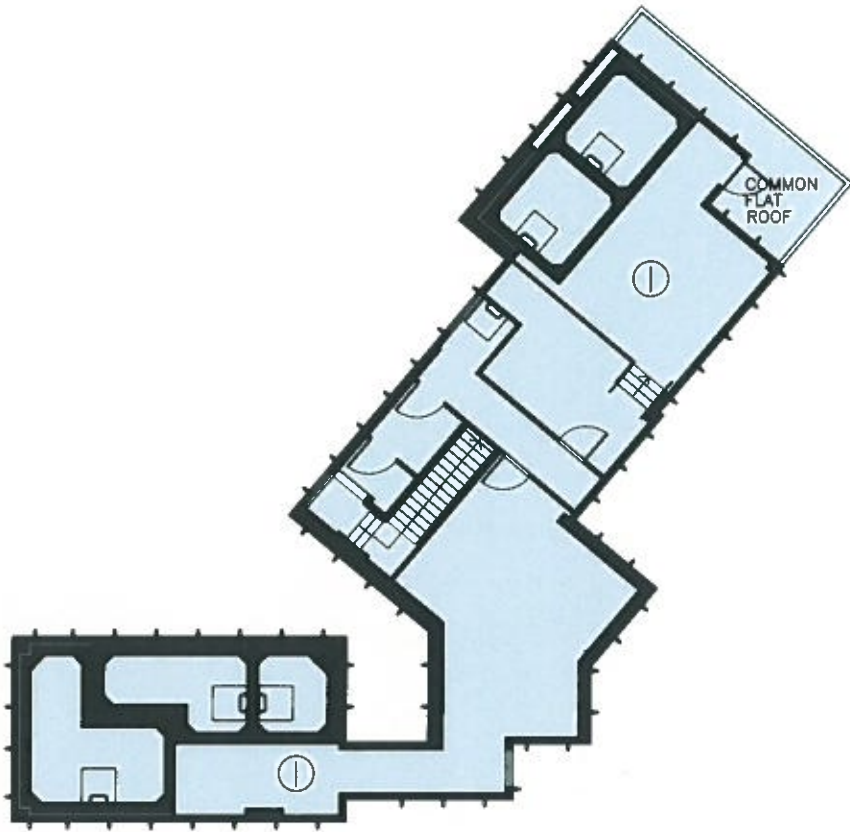
[Signature]

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

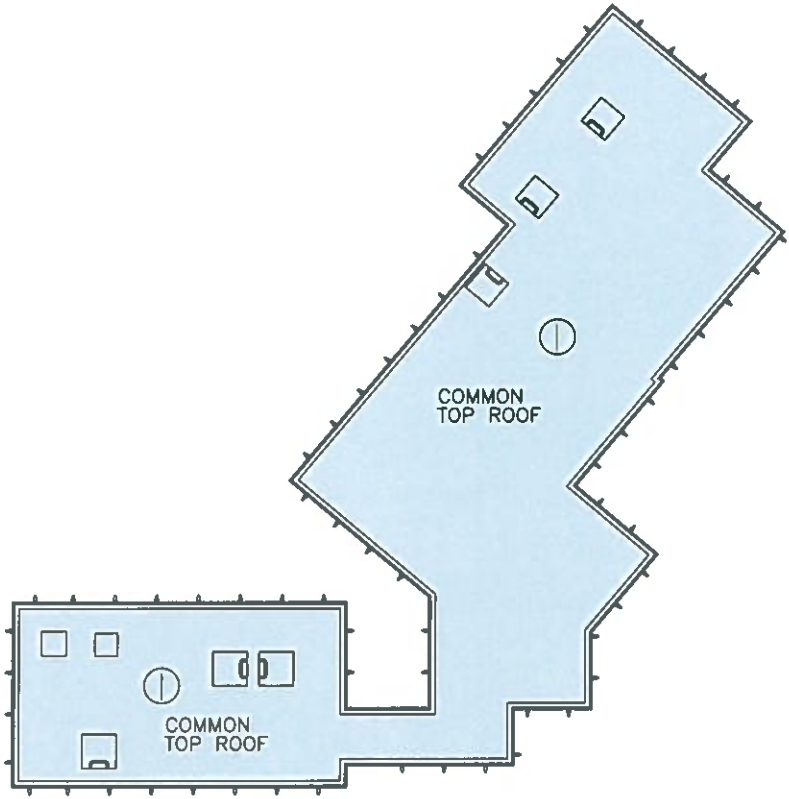
SUB-DMC PLAN
(1:200 on A3)

TOWER 2 ROOF

DWG. NO. DMC-27



TOWER 2 ROOF (210.75mPD)



TOWER 2 TOP ROOF (215.70mPD)

LEGEND

⓪ PHASE X RESIDENTIAL COMMON AREAS

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

HENRY LAU KING CHIU
AUTHORIZED PERSON
REG. NO. AP(A) 83/81

DWG. NO. DMC-28