

T H I S I N D E N T U R E made the day of
One thousand nine hundred and
ninety-three BETWEEN the several persons whose respective names
addresses and descriptions are set out in the First Column of the
First Schedule hereto W H E R E A S :-

(1) The Land and the Estate are vested in the owners in the manner
set out in the Third Column of the said First Schedule.

(2) The Land and the Estate are notionally divided into Undivided
Shares.

(3) The owners agree to enter into this Deed for the purpose of
allocating the Undivided Shares to the various parts of the Estate
in the manner as set out in the Second Schedule hereto and
providing for the proper management, operation, servicing,
maintenance and repair of the Land and the Estate and of defining
and regulating the rights interest and obligations of themselves
and all subsequent owners in respect thereof.

(4) The Director of Buildings and Lands has given his approval to
the form and provisions of this Deed in pursuance of the Crown
Grant.

(5) In this Deed, (if the context 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 companies and corporations.

(6) In this Deed, the following words shall, where the context
permits or requires, have the following meanings:-

"Sale Blocks"

shall mean the two blocks of residential flats built on
the Podium and known as Blocks 3 and 4 together with such
parts of the Podium shown on the Floor Plans of Podium
Levels 1, 2, 3 and 4 hereto annexed and thereon coloured
Yellow;

"Building"

shall mean any of the buildings built or to be built on
the Land including the Non-residential Area, Block 3,
Block 4, Block 5 and Block 6 built on the Podium, the
podium (if any) and the buildings to be built on the
Reserved Area;

"Building Plans"

shall mean the general building plans and specifications
prepared by Mr. Simon S.M. Kwan of Simon Kwan &
Associates Limited and approved by the Building Authority
under B.O.O. Reference No. BLD(B) 2/3061/89 and include

any amendments thereto and such other building plans and specifications as may be approved by the Building Authority or such other competent authority for the development of the Estate;

"Crown Grant"

shall mean the document or documents of title setting forth the rights and entitlements granted by the Government of Hong Kong to the owners or their predecessors in title in respect of the Land, namely: Crown Lease dated the 29th day of October 1969 made between Her Majesty Queen Elizabeth II of the one part and Hong Kong Housing Society of the other part whereby the Land was granted to Hong Kong Housing Society for the term of 75 years from the 12th day of February 1955 as varied or modified by four several Modification Letters respectively dated the 6th day of September 1991, the 3rd day of September 1992, the 17th day of May 1993 and the 17th day of May 1993 and respectively registered in the Land Registry by Memorials Nos.5020603, 5485213, 5652642 and 5652643 and subject to a Deed of Dedication dated the 16th day of August 1991 and registered in the Land Registry by Memorial No.5001069 and subject to any further modification thereto.

"Estate"

shall mean all the Buildings built or to be built on the Land and collectively known or to be known as "HEALTHY VILLAGE PHASES I and II ()".

"Estate Common Area"

shall mean all such area and space shown on the Floor Plans of Podium Levels 1, 2, 3, 4 hereto annexed and thereon coloured Pink, such parts of the roofs of Block 5 and Block 6 shown on the Roof Plan hereto annexed and thereon coloured Pink and the footbridge connecting such part of the Land shown and coloured Red and Red hatched Black on the Site Plan hereto annexed and such part of the Land shown and coloured Green on the Site Plan hereto annexed which said footbridge is shown on the Site Plan hereto annexed and thereon coloured Pink, the external walls and such other area as may from time to time and for the time being designated as Estate Common Area by the Hong Kong Housing Society in pursuance of the provisions of this Deed;

"Estate Common Facilities"

shall mean all those facilities equipment machines apparatus and installations in under or above the Land and the Estate of which no owners have the exclusive right under this Deed to use or enjoy and for the benefit and service of the Estate as a whole and shall include (but not limited to) sewers, drains, water-courses, water pipes (fresh, flush and fire services), ducts, gutters, pumps, wire and cable, public lighting system, satellite television system, mechanical ventilation air conditioning system, play equipment, landscaping equipment, security system (limited to kick-bar system and door contact system), refuse collection system, turn-table, telephone system, fire fighting system and associated equipment, lightning protection system, emergency generator, drainage system, sewage system, benches (on Podium Level 4), doors and gates in or leading to Estate Common Area, sprinkler system, other electrical mechanical and sanitary installation which are for the general service of the Land and the Estate;

"Estate Management Charges"

shall mean the management charges described in Clause 13 hereof;

"Estate Manager's Remuneration"

shall mean the monthly remuneration of the Manager for the management of the Land and the Estate as a whole for all the owners which shall be payable by the owners monthly in advance and shall be for an amount not exceeding 15% of the monthly Estate Management Charges as may from time to time be determined in accordance with this Deed;

"Estate Owners' Committee"

shall mean the committee to be established under Clause 23 hereof;

"House Rules"

shall mean the rules from time to time in force regulating the use operation and maintenance of the Estate Common Area and the Estate Common Facilities and the conduct of owners, their tenants, lessees, employees, licensees and visitors in using the same;

"Land"

shall mean All That piece or parcel of ground registered in the Land Registry as INLAND LOT NO. 7210 more particularly shown on the Site Plan hereto annexed and thereon coloured Red, Red hatched Black and Green;

"Manager"

shall mean Hong Kong Housing Society until it resigns and thereafter the manager for the time being appointed by the Estate Owners' Committee in accordance with Clause 23 hereof;

"Non-residential Area"

shall mean the whole of the Podium except such parts of the Podium as shown on the Floor Plans of Podium Levels 1, 2, 3, 4 coloured Pink and Yellow;

"owner" or "owners"

shall mean the legal owner or owners of Undivided Shares and his mortgagee in possession (but excluding the Manager holding as trustee the Undivided Shares (if any) allocated to the Estate Common Area), and in the case of individuals include the parties specifically herein named their respective executors administrators and assigns, and in the case of persons holding as tenants in common include the parties specifically herein named and their respective executors administrators and assigns, and in the case of persons holding as joint tenants include the parties specifically herein named and the survivors or survivor of them and the executors and administrators of such survivor his or their assigns, and in the case of companies or corporations include the parties specifically herein named and their respective successors and assigns;

"Podium"

shall mean the podium shown on the Site Plan hereto annexed and thereon coloured Red hatched Black;

"Reserved Area"

shall mean all the area and space shown on the Site Plan hereto annexed and thereon coloured Green;

"Undivided Shares"

shall mean all or any of the equal undivided parts or shares into which the Land and the Estate are notionally divided;

"Utility Company"

shall mean Hong Kong Electric Company Limited.

NOW THIS DEED WITNESSETH that each owner (to the intent that the contents herein contained shall bind the owner and all persons claiming through under or in trust for the owner) DOETH hereby covenant with the other owners as follows :-

1. The Undivided Shares shall be allocated to the various parts of the Estate in the manner as set out in the Second Schedule hereto.

2. Each owner for himself and his executors administrators and assigns hereby grants unto the other owners their respective executors administrators and assigns the full right and privilege to the exclusive use occupation and enjoyment and the rents and profits of such parts of the Estate set out in the Second Column of the First Schedule hereto opposite to the respective names of the owners set out in the First Column of the said First Schedule TO THE INTENT that each owner shall be entitled to the exclusive use occupation and enjoyment and the rents and profits of such part of the Estate and the Undivided Shares set out opposite to his name as aforesaid.

3. Subject to Clause 22 hereof, the respective grants hereinbefore contained shall in each case be for the residue of the terms of years and held from the Government of Hong Kong.

4. The Undivided Shares allocated to any Building in the Estate and the right to the exclusive use occupation and enjoyment of such Building shall be held by the owners with the following benefit, namely :-

- (a) the right for such owner (subject to interruption for necessary repair maintenance and replacement) to the free and uninterrupted passage and running of water sewage gas and electricity from and to the Building through the sewers, drains, water-courses, cables, pipes, wires and ducts which are or may be passing through the Land and the Estate or any part thereof;
- (b) full right and liberty for such owner and occupiers for the time being thereof and all persons authorised by them (in common with all other persons having the like right and subject to the rights and privileges reserved by Hong Kong Housing Society under Clause 6 hereof) to use the Estate Common Area for the purposes for which the same are designed and intended to be used Provided Always that in using the Estate Common Area no owner shall interfere with the Estate Common Facilities or general services and shall observe and perform all the covenants

and provisions contained herein and all the House Rules;
and

- (c) the right to subjacent and lateral support and to shelter and protection from the other parts of the Estate;

Provided Always that all the above rights and privileges are subject to and conditional upon the owner for the time being observing and complying in all respects with the terms covenants and conditions of the Crown Grant and this Deed and paying his due share of the Estate Manager's Remuneration and Estate Management Charges.

5. The Undivided Shares allocated to any Building and the right to the exclusive use occupation and enjoyment of such Building shall be held by the owners subject to the following, namely :-

- (a) full right and privilege for the Manager and the persons authorised by the Manager and its authorised agents with or without surveyors, workmen and others at all reasonable times on notice (except in case of emergency when no notice need be given) to enter into and upon any part of the Estate for the purposes of inspecting, rebuilding, repairing, improving, servicing, renewing, maintaining, cleansing, painting or decorating the Estate or any part thereof or any Estate Common Facilities as the Manager may in its absolute discretion think fit PROVIDED THAT in exercising such right and privilege the rights of each owner to his exclusive use and enjoyment of his part of the Building shall not be jeopardized.
- (b) the right to subjacent and lateral support, shelter and protection of the other parts of the Estate;
- (c) the right for the owners or occupiers for the time being of the other Buildings to the free and uninterrupted passage and running of water sewage gas and electricity from and to his Building through the sewers, drains, water-courses, cables, pipes, wires, ducts and the like which are now or may at any time hereafter be in under or passing through the Land and the Estate or any part thereof;
- (d) the observance and performance by him of all the terms covenants and conditions contained in the Crown Grant and this Deed; and
- (e) the rights and privileges of Hong Kong Housing Society set forth in Clause 6 hereunder.

6. There are reserved unto the Hong Kong Housing Society the following rights and privileges, namely:-

- (a) full power (without incurring any liabilities to the other owners for any unreasonable inconvenience, disturbance, damage or loss) at all times hereafter to enter into and to authorise any persons to enter into and upon all parts of the Land and the Estate with all necessary equipment plant and materials for the purpose of constructing or completing the construction of the Estate or any part thereof in accordance with the Building Plans and may for such purposes (i) carry out all such works in under or over the Land and the Estate as it may from time to time see fit; and (ii) exclude the owners their servants agents or licensees from the use of any parts of the Estate Common Area and/or any Estate Common Facilities;
- (b) the right to enter into supplemental deed or deeds of mutual covenant in respect of any Building of the Estate with owners of that Building regulating the management, operation, servicing, maintenance and repair of that Building without the necessity of making any other owners parties thereto PROVIDED THAT such supplemental deed or deeds shall not conflict with the provisions of this Deed;
- (c) the right to change, amend, vary, add to or alter the Building Plans existing at the date hereof which are necessary as certified by the Authorised Person then in charge of the development of the Land without the concurrence or approval of or liability to any owners;
- (d) subject to the prior written consent of the Director of the Buildings and Lands the exclusive and unrestricted right and privilege at all times hereafter as it shall in its absolute discretion think fit and without the concurrence or approval of any owner or other person having an interest in the Estate (i) to designate any part or parts of the Reserved Area as Estate Common Area, (ii) to allocate the Undivided Shares allocated to the Reserved Area under this Deed to any part of the Reserved Area and any Buildings to be built thereon and (iii) to allocate the management shares allocated to the Reserved Area under Part II of the Third Schedule to any part of the Reserved Area and any Buildings to be built thereon;

- (e) the exclusive and unrestricted right and privilege at all times hereafter and at its own costs to obtain from the Government any alteration, amendment, variation, modification or addition to the terms and conditions of the Crown Grant which are necessary or desirable for the development and/or sale of the Reserved Area or any part thereof and to sign or execute any documents in connection therewith in the name of Hong Kong Housing Society only without the necessity of joining in or obtaining the approval of any owner and without incurring any liabilities to the other owners for any inconvenience, disturbance, damage or loss;
- (f) full right and liberty without reference to any owners and without the necessity of making any owners parties thereto to sell, charge, mortgage or otherwise dispose of any part or parts of the Reserved Area and the Undivided Shares allotted thereto to any person whosoever as it shall in its absolute discretion think fit;

PROVIDED THAT in exercising any of the above rights and privileges reserved to it Hong Kong Housing Society shall not in any way contravene the terms covenants and conditions contained in the Crown Grant and this Deed PROVIDED FURTHER THAT in exercising any of the above rights and privileges the rights of each owner to his exclusive use and enjoyment of his part of the Building and the Undivided Shares thereof shall not be jeopardized.

7. Hong Kong Housing Society shall be the Manager of the Land and the Estate so long as Hong Kong Housing Society shall be willing to act as such. The appointment of Hong Kong Housing Society as the Manager is permanent and not revocable notwithstanding any provisions to the contrary (if any) contained in the Multi-storey Buildings (Owners Incorporation) Ordinance and/or in this Deed. Hong Kong Housing Society may resign by giving not less than 3 months' prior notice to the owners.

8. The Manager shall have the right to the management of the Land and the Estate which shall include the operation, servicing, renewing, cleansing, maintenance, improvement and repair of the Land and the Estate and the employment of caretakers, watchmen, cleaners, attendants and the like and other staff for the management of the Land and the Estate and to attend or to cause to be attended to the maintenance, servicing, cleansing, repairs, improvement and replacement of the Estate Common Facilities, the cleansing, lighting and repairing of the Estate Common Area, and

without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties:-

- (a) to insure and keep insured the Estate Common Area and the Estate Common Facilities against loss or damage by fire and accidents in such amounts with an insurance company or companies acceptable to the Manager in the name of the Manager for and on behalf of the owners for the time being of the Land and the Estate according to their respective interests and to pay all premia required to keep such insurance policy in force and to insure and keep insured the Manager against employer's liability, public and/or occupiers' liability and such other liabilities which the Manager may incur in connection with the management of the Land and the Estate in such amounts with an insurance company or companies acceptable to the Manager and to pay all premia required to keep such policies in force;
- (b) to use at its absolute discretion any money recovered from the insurance policies against fire taken out under sub-clause (a) hereof for the reinstatement or repair (as the case may be) of the part or parts of the Estate in respect of which the money was recovered under such policies;
- (c) to arrange for refuse disposal from the Estate Common Area;
- (d) to keep in good order and repair the Estate Common Facilities and the lighting and ventilation of the Estate Common Area;
- (e) to keep the Estate Common Area reasonably clean and in good sanitary state and condition;
- (f) to improve the Estate Common Area in such manner as the Manager shall in its absolute discretion decide;
- (g) to replace, improve and add such Estate Common Facilities as the Manager shall in its absolute discretion consider to be desirable or necessary;
- (h) to keep the boundary walls (if any) of the Estate in good and clean condition;
- (i) to paint or whitewash or treat with cement wash or otherwise as may be appropriate the Estate Common Area at such intervals as the Manager shall in its absolute discretion consider to be desirable or necessary and in any event when so required by any competent government department;

- (j) to replace any glass, windows, doors or fixtures in the Estate Common Area that may be broken;
- (k) to take all steps to prevent obstruction of the Estate Common Area and to remove any such obstruction therefrom;
- (l) to keep all the common sewers, drains, water-courses and water pipes free and clear from obstruction;
- (m) to remove any structure, installation, signboard, sunshade, bracket, fitting or thing in or on the Land and the Estate which is illegal or contravenes any of the provisions contained herein or in the Crown Grant and to demand and receive from the owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage thereby caused to the satisfaction of the Manager;
- (n) to manage, control and supervise the access and the parking of vehicles, the loading and unloading of goods and the loading and disposal of refuse in the Estate;
- (o) to take all steps to prevent any person from unlawfully occupying or using any of the Estate Common Area or the Estate Common Facilities;
- (p) to take all steps (including the commencement and conduct of legal proceedings) to prevent or to seek redress for any breach, non-observance or non-performance by any person on the Land or in the Estate of any provisions of the Crown Grant and any statutory or governmental requirements concerning or relating to the Land and the Estate for which no individual owner is directly responsible;
- (q) to take all steps (including the commencement and conduct of legal proceedings) to prevent or to seek redress for any breach, non-observance or non-performance by the owners of this Deed and the House Rules;
- (r) to post the name of any owner in default or in breach of this Deed or the House Rules together with particulars of the default or breach on the public notice board(s) within the Estate;
- (s) to provide festive decoration for the Land and the Estate as the Manager shall in its sole discretion consider desirable;
- (t) to make, revoke or amend the House Rules or any of them and to post a copy of the House Rules for the time being in force on the public notice board(s) within the Estate;

- (u) to keep proper records of accounts of the remuneration of the Manager, all expenditure incurred and all money received by the Manager in respect of the management of the Land and the Estate and the carrying out of its duties under this Deed;
- (v) to represent all the owners to deal with Government or any utilities or other competent authorities or any other persons firms companies or corporations in all matters touching or concerning the Land and the Estate as a whole;
- (w) to enter into contracts and to engage, employ, remunerate, and dismiss solicitors, architects, accountants, and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers, cleaners, and other staff and attendants;
- (x) to commence, conduct, carry on and defend legal and other proceedings touching or concerning the Land and the Estate or the management thereof on behalf of all the owners;
- (y) to enforce the due observance and performance by the owners of the terms covenants and conditions of this Deed and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings;
- (z) to pay on behalf of the owners the Crown Rent payable in respect of the Land;
- (aa) to demand and receive from the owner of each Building the Management Fee monthly in advance from the date of this Deed and to demand and receive further payment as may be necessary to make up the shortfall and the due share of Crown Rent as hereinafter mentioned and all money payable under the provisions of this Deed and to recover the same by civil action;
- (bb) to forbid the owner who defaults in payment of any money due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained, his tenants, lessees, employees, licensees and visitors the use of the services provided by the Manager and the Estate Common Facilities until such default is rectified;
- (cc) to landscape and plant trees, shrubs, flowers, bushes, grass and other vegetation in the Estate Common Area;

- (dd) to prevent any person from hawking within the Estate and any part thereof and to remove therefrom any person found to be hawking;
- (ee) to prevent any decaying, noisome, noxious, excrementitious or other refuse matter from being deposited on the Estate or any part thereof;
- (ff) to provide and maintain a security force for the Estate and part thereof and to install, operate and maintain security installations therein at the absolute discretion of the Manager;
- (gg) to keep at the Manager's office plan or plans showing Estate Common Area that may be from time to time designated as such and to allow for inspection thereof by the owners during office hours;
- (hh) to hold in its capacity as the Manager the Estate Common Area together with the Undivided Shares (if any) allotted thereto as trustee in trust for all the owners PROVIDED THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities, entitlements, duties and obligations of the Manager contained in this Deed;
- (ii) to surrender any part of the Estate Common Area when called upon by any competent authority of the Government so to do under any provisions of the Crown Grant or any applicable law;
- (jj) to do all such other things as are reasonably incidental to the management of the Land and the Estate; and
- (kk) to do all such things and take all such actions as may be necessary or desirable for the observance and performance of any provisions of the Crown Grant touching or concerning the Land and the Estate as a whole and the observance or performance of which is not the sole responsibility of the owners of one single building.

9. All acts and decisions of the Manager or any servant, agent or person employed by the Manager in respect of the matters referred to in Clause 8 hereof shall be binding in all respects on all the owners for the time being of the Land and the Estate.

10. Neither the Manager nor any servant, agent or other person employed by the Manager shall be liable to the owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of the provisions of this

Deed not being an act or omission involving criminal liability or dishonesty or wilful neglect. The Manager and the servants, agents and other persons employed by the Manager shall be fully and effectually indemnified by the owners from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Land and the Estate or any act, deed, matter or thing done or omitted to be done as aforesaid not involving criminal liability, dishonesty or wilful neglect on the part of the person or persons concerned and all costs and expenses in connection therewith.

11. The Manager shall in the event of any change in its appointment in accordance with Clause 23 hereof and subject to the prior consent of the Director of Buildings and Lands being obtained under the Crown Grant assign all the Estate Common Area and the Estate Common Facilities together with the Undivided Shares (if any) allotted thereto to the new manager to hold in trust for all the owners.

12. (a) The owners shall on demand of the Manager pay such sum or sums of Management Fee per calendar month as will from time to time be notified by the Manager on account of their respective shares of the Estate Management Charges and the Estate Manager's Remuneration, and if the total amount paid to the Manager as aforesaid is insufficient, the owners shall make up the shortfall in their respective shares.

(b) Prior to the completion of all the Buildings in the Reserved Area and occupation permit has been issued in respect of such Buildings, the Estate Management Charges, the Estate Manager's Remuneration and further payment to make up the shortfall shall be paid by the owners in the shares set out in Part I of the Third Schedule hereto against their respective Buildings.

(c) After the completion of all the Buildings in the Reserved Area and occupation permit has been issued in respect of such Buildings, the Estate Management Charges, the Estate Manager's Remuneration and further payment to make up the shortfall shall be paid by the owners in the shares set out in Part II of the Third Schedule hereto against their respective Buildings.

13. The Estate Management Charges are expenses to be necessarily or reasonably incurred for the good and efficient management of the Land and the Estate as a whole for all the owners. Without affecting the generality of the foregoing shall include but not limited to the following :-

- (a) the cost (including legal and professional cost) and expenses for carrying out or exercising the duties and powers of the Manager;
- (b) the cost of purchasing or hiring all plant, apparatus, installation, equipment and machinery essential for the management of the Land and the Estate as a whole;
- (c) electricity, water, gas, telephone, service and other similar charges for or in connection with the Estate Common Area, Estate Common Facilities or the management of the Estate;
- (d) remuneration and other fringe benefits (which the Manager shall think reasonable) for workmen, servants, agents, watchmen, caretakers, cleaners, attendants, staff and the like employed for the management of the Land and the Estate;
- (e) the cost of refuse disposal from the Estate Common Area;
- (f) the cost of operating, repairing, improving, renewing, maintaining, replacing or cleansing all or any Estate Common Facilities and of repairing, maintaining, improving, renewing and cleansing the Estate Common Area;
- (g) the charges payable to Government or to any individual or company for the supply of water to the fire fighting equipment for the Estate;
- (h) non-recurring expenditures incurred in installing or replacing any Estate Common Facilities and in improving the Estate;
- (i) the premia payable for the insurance of the Estate Common Area and the Estate Common Facilities against fire and accidents and the Manager against employer's liability, public and/or occupiers' liability and such other liabilities which the Manager may incur in connection with the management of the Land and the Estate as aforesaid;
- (j) the cost of the provision of security services for the Estate;
- (k) all charges, assessments, impositions and other outgoings payable by the owners in respect of all parts of the Estate Common Area; and
- (l) the cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Land and the Estate.

14. If there should be any surplus in the Management Fee paid to the Manager after payment of all the Estate Manager's Remuneration

and Estate Management Charges, then the surplus shall be held by the Manager as Management Reserve Funds in an interest bearing bank account in the name of the Manager as trustee for the owners and shall only be applied by the Manager in or towards payment of the Estate Manager's Remuneration and Estate Management Charges thereafter to become due or towards the settlement of any non-recurring expenses including those for maintaining or improving the Estate Common Area and for installing or replacing any Estate Common Facilities in the Land and the Estate. The said Management Reserve Funds shall belong to the owners but shall be held and applied for as aforesaid by the Manager irrespective of changes in the ownership of any part of the Estate, any interest therein will in such case be transferred to the new owner of such part. Upon the Land reverting to the Government of Hong Kong or upon the rights and obligations hereunder being extinguished as provided in Clause 22 hereof, any balance of the said Management Reserve Funds shall be divided between the persons who are owners immediately prior to such reversion or such extinguishment of rights and obligations, as the case may be, in the same share and proportion as their respective contribution therein.

15. Until the valid cancellation of this Deed as provided for in Clause 22 herein, the owners of Non-residential Area, Sale Blocks, Block 5, Block 6 and the Reserved Area shall on demand of the Manager pay the Crown Rent in the respective shares set out in Part II of the Third Schedule hereto against their Building and shall forthwith on demand pay the same to the Manager.

16. The owner of each Building shall bear and pay all existing and future taxes, rates, assessment, property tax, his due share of the Crown Rent as provided in this Deed and outgoings of every description for the time being payable in respect of such Building.

17. (a) The Manager shall prepare an annual budget of all estimated expenditure on management of the Land and the Estate or separate annual budgets for different parts thereof and each owner's contribution towards the expenditure will be based on such annual budgets Provided that all major contracts each involving a sum in excess of 20% of the annual budget shall be made in accordance with fair tendering practice. Except the budget for the first financial year, all annual budgets shall be prepared in consultation with the Estate Owners' Committee (if any).

(b) The Manager shall prepare a detailed summary of all accounts relating to the management of the Estate for

each month. The Manager shall also once in every six months prepare a summary of accounts of the preceding six months relating to the management of the Estate and shall post the same at the notice board of each Building for a reasonable period of time.

18. Each of the owners covenants with the others as follows :-
- (a) not to cause any inconvenience to the other occupiers nor to make or cause any alteration injury damage or interference to the Estate Common Area or Estate Common Facilities or the maintenance thereof nor to cut or injure or damage the cement concrete flooring columns beams or girders of the Estate nor to do anything whereby the structural strength thereof may be affected;
 - (b) not to do or permit or suffer anything to be done whereby any insurance of the Estate or any part thereof against fire may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and to indemnify the other owners against any increased or additional premium which by reason of any act or default of his may be required for effecting or keeping up such insurance and that in the event of the Estate or any part thereof being damaged or destroyed by fire at any time and the insurance money under any insurance against fire effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of his then and in every such case he shall forthwith pay to the other owners the whole or a fair proportion (as the case may be) of the cost of completely rebuilding or reinstating the same;
 - (c) not to do or permit or suffer to be done any negligent act or omission in his part of the Estate that may cause loss or damage to the others and to be responsible for all costs charges and expenses incurred in repairing or making good any loss or damage thereby caused;
 - (d) not to do or permit or suffer to be done anything which interferes with or affects or which is likely to interfere with or affect the construction of any part of the Estate by the Hong Kong Housing Society or the management and maintenance of the Land and the Estate or any part thereof;
 - (e) (subject to Clause 6 hereof), not to do or permit or suffer anything to be done in or upon his part of the Estate which may create unnecessary noise or may be a

- nuisance or annoyance to or may cause damage or inconvenience to the other occupiers of the Estate;
- (f) not to affix or exhibit or permit or suffer to be affixed or exhibited to or paint on or upon any Estate Common Area any placard poster signboard or other advertisement or object except with the prior written consent of the Manager having been first obtained and the conditions of such consent having been complied with;
 - (g) not to deface or post on the Estate Common Area any bill notice sign advertisement or otherwise of any description without the previous written consent of the Manager;
 - (h) not to exercise or attempt to exercise any statutory or common law right to partition the Land and the Estate;
 - (i) not to obstruct or incumber any part of the Estate Common Area nor place or leave therein any refuse or other matters or things;
 - (j) not to hang any clothing or laundry in any Estate Common Area or outside any part of the Buildings of the Estate other than at the places (if any) specifically provided therefor;
 - (k) not to breach any of the House Rules;
 - (l) not to cause damage to or interfere in any way with the Estate Common Area and Estate Common Facilities;
 - (m) not to keep or allow to be kept any pet in the Estate;
 - (n) not to use the loading and unloading area except for loading and unloading motor vehicles with the permission of the Manager and not to load or unload in any other area;
 - (o) not to park or leave any vehicles in the Estate Common Area; and
 - (p) not to enter into the transformer rooms within the Land and the Estate or to interfere with any work carried out by the Utility Company.

19. Each owner further covenants with the others that he shall indemnify all other owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by any negligent act or omission of his or his tenants, lessees, employees, licensees or visitors or the explosion of gas in his part of the Estate or by or through or in any way owing to the outflow of liquid or the escape of gas from his part of the Estate.

20. The owners admit and acknowledge that all the installations, equipment, apparatus, cables and plants erected, installed or

placed in the transformer rooms within the Land and the Estate and the connecting cables are the properties and under the control of the Utility Company. The Utility Company and any person authorised by them are allowed to enter into the transformer rooms from time to time and at all times hereafter with all necessary equipment plant and materials for the purpose of inspecting the operation of or repairing, maintaining, replacing or renewing any of the said installations, equipment, apparatus, cables or plants at its own costs.

21. Subject to the provisions in the Crown Grant and such restriction (if any) as may be imposed in the assignments in favour of the owners, each owner shall have the fullest right and liberty without reference to the other owners and without the necessity of making the other owners parties thereto to sell, charge, mortgage or otherwise dispose of his part of the Estate and his share in the Land and the Estate together with the benefit of and subject to this Deed and to let his part of the Estate to any person Provided that such owner shall be responsible to the other owners for the due performance and observance by such tenant or lessee of the terms and covenants in the Crown Grant and this Deed.

22. If the Estate shall be so damaged by fire typhoon earthquake subsidence or any cause (not attributable to the default of any of the owners or for which any of them is responsible) so as to render the Estate substantially unfit for the use permitted by the Occupation Permit or habitation and necessitate the rebuilding thereof, the Manager shall convene a meeting of the owners of the Estate and such meeting may resolve by a 75% majority of the owners present and voting that by reason of insufficiency of insurance money, changes in Building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild the Estate then and in such event (a) the owners shall divide the insurance money received in respect of the aforesaid damage (if any) in proportion to the number of Undivided Shares owned by them, (b) the owners shall divide the balance (if any) of such proportion of Management Reserve Funds in accordance with Clause 14 hereof, (c) the owners shall appoint the Manager as their agent to sell the Land and the Estate and to divide the net proceeds of sale in proportion to the number of Undivided Shares in the Land and the Estate owned by them and; (d) the respective grants under this Deed shall be extinguished and each owner shall release unto the other owners all the rights and privileges contained in this Deed and from the covenants to be performed

hereunder and this Deed shall then be deemed to be cancelled and of no effect.

23. An Estate Owners' Committee shall be established for the purpose of determining any matter concerning or affecting or in any way relating to the Land and/or the Estate, and without prejudice to the generality of the foregoing such matter shall subject to Clause 7 hereof be deemed to include the election or appointment or revocation of appointment of a manager or other agent or a management committee to attend to the maintenance and repair and general management of the Land and the Estate for the benefit of all the owners.

24. The members of the Estate Owners' Committee shall be :-

- (a) one owner of each of the Buildings elected by the owners of that Building to represent that Building;
- (b) two representatives of the Manager appointed from time to time by the Manager.

25. The following provisions shall apply to any meeting of the Estate Owners' Committee, namely:-

- (a) a meeting may be validly convened by one fifth of the total number of members of the Estate Owners' Committee;
- (b) every such meeting shall be convened by at least ten clear days' notice in writing specifying the time and place of the meeting;
- (c) not less than four members of the Estate Owners' Committee shall be a quorum and no business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business;
- (d) the members present at such meeting shall elect someone among them to be the chairman;
- (e) the chairman shall cause a record to be kept of the members present at the meeting and the proceedings thereof;
- (f) every member shall have one vote;
- (g) in case of any equality of votes the chairman shall have a second or casting vote;
- (h) any resolution on any matter concerning the Land and the Estate passed at a duly convened meeting by a majority of the members present and voting shall be binding on all the owners Provided that :-
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;

- (ii) any resolution purported to be passed at such meeting concerning any other matters shall not be valid; and
- (iii) no resolution shall be valid if it is contrary to the provisions of this Deed or the Crown Grant;
- (i) a resolution in writing signed by or on half of the total members of the Estate Owners' Committee shall be as valid and effectual as if it had been passed at a duly convened meeting of the Estate Owners' Committee;
- (j) the accidental omission to give notice as aforesaid to any member of the Estate Owners' Committee shall not invalidate the proceedings at any meeting or any resolution passed thereat; and
- (k) any owner who represents more than one Building shall for all intent and purpose of this Clause be regarded and counted as such number of members as the number of Buildings he represents.

26. The Estate Owners' Committee and the members thereof shall not be liable to the owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of, the provisions of this Deed not being anything involving criminal liability or dishonesty or wilful neglect by or on the part of any or all of the Estate Owners' Committee and the owners shall fully and effectually indemnify the Estate Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith and not involving criminal liability, dishonesty or wilful neglect on the part of the Estate Owners' Committee or the members thereof.

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

28. All notices required to be served hereunder shall be sufficiently served on a owner if a copy is posted up outside his part of the Estate even if such owner may not personally occupy such part or if a copy is sent by post to the last known address in Hong Kong of the owner to be served.

29. Subject to Clause 22 hereof, the grants and covenants herein contained shall be binding on the owners and their respective

executors administrators successors in title and assigns and mortgagees in possession and the covenants herein contained and the interest therein both as to the benefit and burden of such covenants shall run with the Land and the Conveyancing and Property Ordinance together with any statutory amendment or modification thereof for the time being in force shall apply to this Deed Provided that no owner shall be bound thereby after ceasing to own any part or share of and in the Land and the Estate or any interest therein save and except in respect of any matter arising previously to his ceasing to own such part or share or interest therein.

30. The owners covenant to maintain the footbridge required to be built under the Crown Grant and to allow the footbridge to be used in accordance with the terms and conditions in respect thereof as set out in the Crown Grant and the Manager shall maintain such footbridge and regulate its use on behalf of the owners.

IN WITNESS whereof Hong Kong Housing Society has caused its Common Seal to be hereunto affixed and Lam Fung Kuen hath set his hand and seal the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

The names, addresses and description of the owners of the Land.	The part of the Estate of which the owner whose name appears in the First Column of this Schedule opposite to the reference to such part has the right to the exclusive use occupation or enjoyment.	The undivided part or share which the owner whose name appears in the First Column opposite to the reference to such undivided part or share holds in the Land and the Estate.
HONG KONG HOUSING SOCIETY a body corporate incorporated under the Hong Kong Housing Society Incorporation Ordinance (Cap.1059) having its head office at Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong ("the First Owner")	The whole of the Estate save and except the Sale Blocks and the Estate Common Area	64,788/87,988th shares (as to 64,688/87,988th shares to be held by HONG KONG HOUSING SOCIETY absolutely in respect of the whole of the Estate save and except the Sale Blocks and the Estate Common Area and as to 100/87,988th shares to be held by HONG KONG HOUSING SOCIETY in trust for all the owners in respect of the Estate Common Area.)
HONG KONG HOUSING SOCIETY at such address as aforesaid and LAM FUNG KUEN (林鳳娟) of Flat D on the 10th Floor of Block 4 of the Estate ("the Second Owners") in the following shares that is to say, as to 23,151/23,200th shares in the said Hong Kong Housing Society and as to 49/23,200th shares in the said Lam Fung Kuen.	The Sale Blocks	23,200/87,988th shares

THE SECOND SCHEDULE ABOVE REFERRED TO

<u>Premises</u>	<u>Undivided Shares</u>
1. Block 3	11,600/87,988
2. Block 4	11,600/87,988
3. Blocks 5 & 6	17,493/87,988
3. Non-residential Area	10,095/87,988
4. Reserved Area	37,100/87,988
5. Estate Common Area	100/87,988
	<hr/>
Total number of Undivided Shares	87,988/87,988

THE THIRD SCHEDULE ABOVE REFERRED TO

Part I

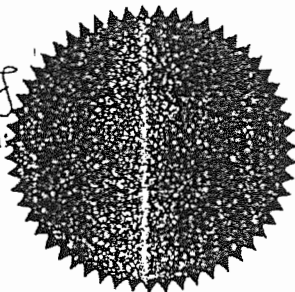
<u>Premises</u>	<u>Management Shares</u>
1. Block 3	2300/10100
2. Block 4	2300/10100
3. Blocks 5 & 6	3500/10100
4. Non-residential Area	<u>2000/10100</u>
Total number of management shares	10100/10100

Part II

<u>Premises</u>	<u>Management Shares</u>
1. Block 3	2300/17500
2. Block 4	2300/17500
3. Blocks 5 & 6	3500/17500
4. Non-residential Area	2000/17500
5. Reserved Area	<u>7400/17500</u>
Total number of management shares	17500/17500

SEALED with the Common Seal)
of the said Hong Kong Housing)
Society as the First Owner)
and SIGNED by)

L. S. Wong
Director
(Estate Management)



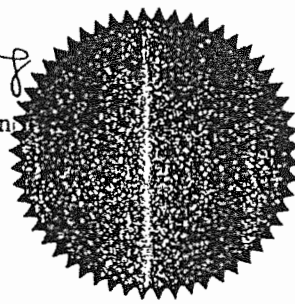
whose signature(s) is/are)
verified by :-)

[Signature]
Director
(Finance & Administration)

Solicitor,
Hong Kong.

SEALED with the Common Seal)
of the said Hong Kong Housing)
Society as one of the Second)
Owners and SIGNED by)

L. S. Wong
Director
(Estate Management)



whose signature(s) is/are)
verified by :-)

[Signature]
Director
(Finance & Administration)

Solicitor,
Hong Kong.

SIGNED SEALED and DELIVERED)
by Lam Fung Kuen in the)
presence of :-)

林鳳娟



Kitty Wong
KITTY Y. K. WONG
Clerk to Messrs. C. Y. Kwan & Co.,
Solicitors, etc., Hong Kong.

INTERPRETED to the said Lam Fung Kuen by :-

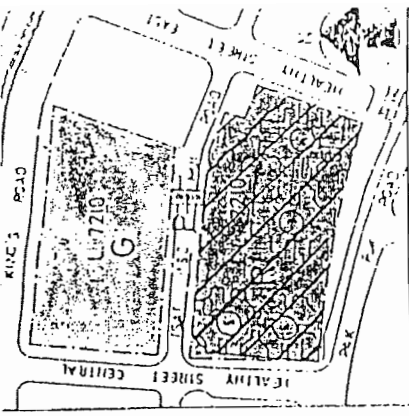
Kitty Wong
KITTY Y. K. WONG
Clerk to Messrs. C. Y. Kwan & Co.,

Solicitors, etc., Hong Kong.

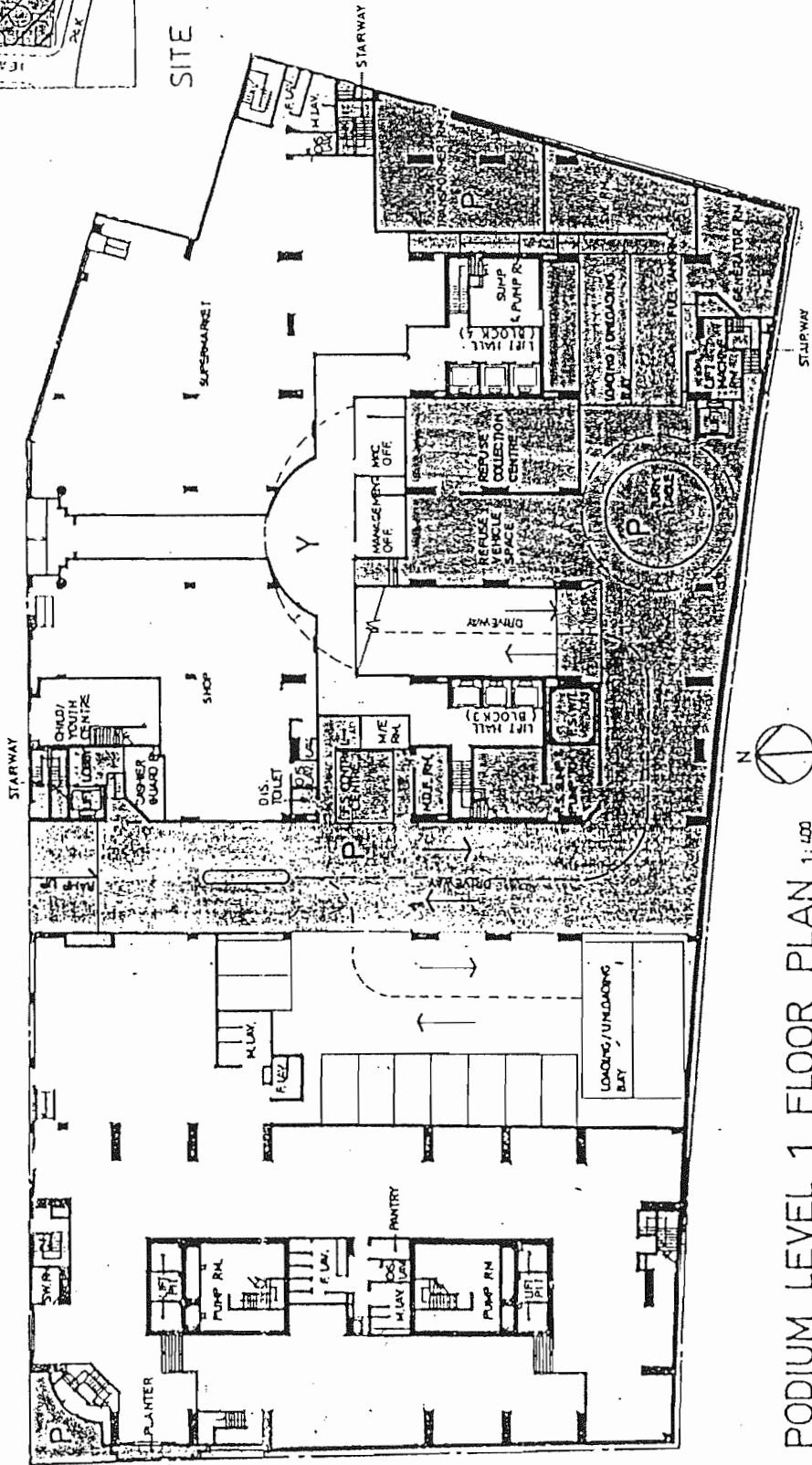
I hereby verify the signature of
the said KITTY Y. K. WONG

Solicitor,
Hong Kong.

L.L. 7210
HEALTHY VILLAGE
PHASES I & II

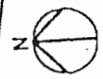


SITE PLAN SCALE 1:2000



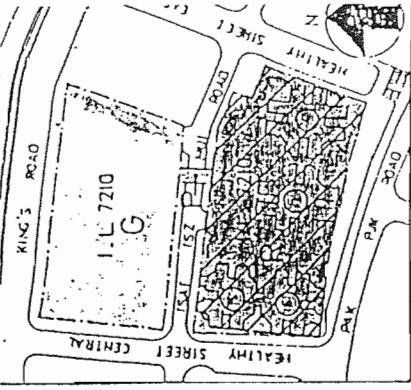
Simon Law
SIMON & ASSOCIATES LTD. Architect, Planner & Designer
關善明建築師樓有限公司

- P = PINK
- G = GREEN
- Y = YELLOW
- R = RED
- Hatched pattern = HATCHED BLOCK

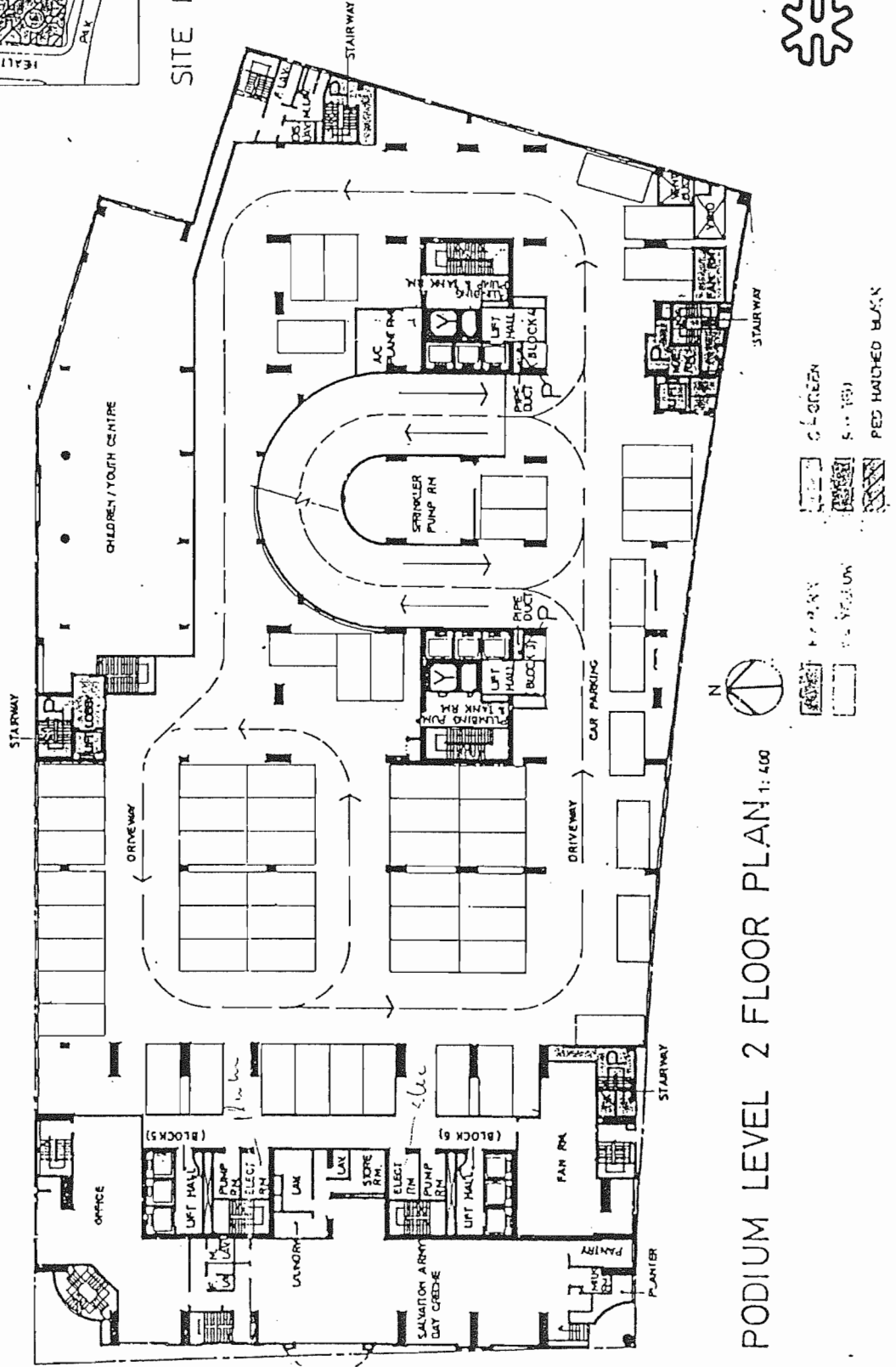


PODIUM LEVEL 1 FLOOR PLAN 1:400

I.L. 7210
HEALTHY VILLAGE
PHASES I & II



SITE PLAN SCALE 1:250



PODIUM LEVEL 2 FLOOR PLAN 1:400

- FLOOR PLAN
- COLUMN
- STAIRCASE
- PED. HAICED BLANK
- WALL
- WINDOW
- DOOR
- GLASS PARTITION
- GLASS WALL
- GLASS PARTITION (S.S. 100)

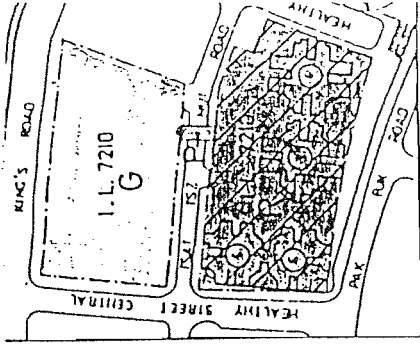
Simon Kwan

SIMON KWAN & ASSOCIATES LTD.
Architects, Planners & Designers

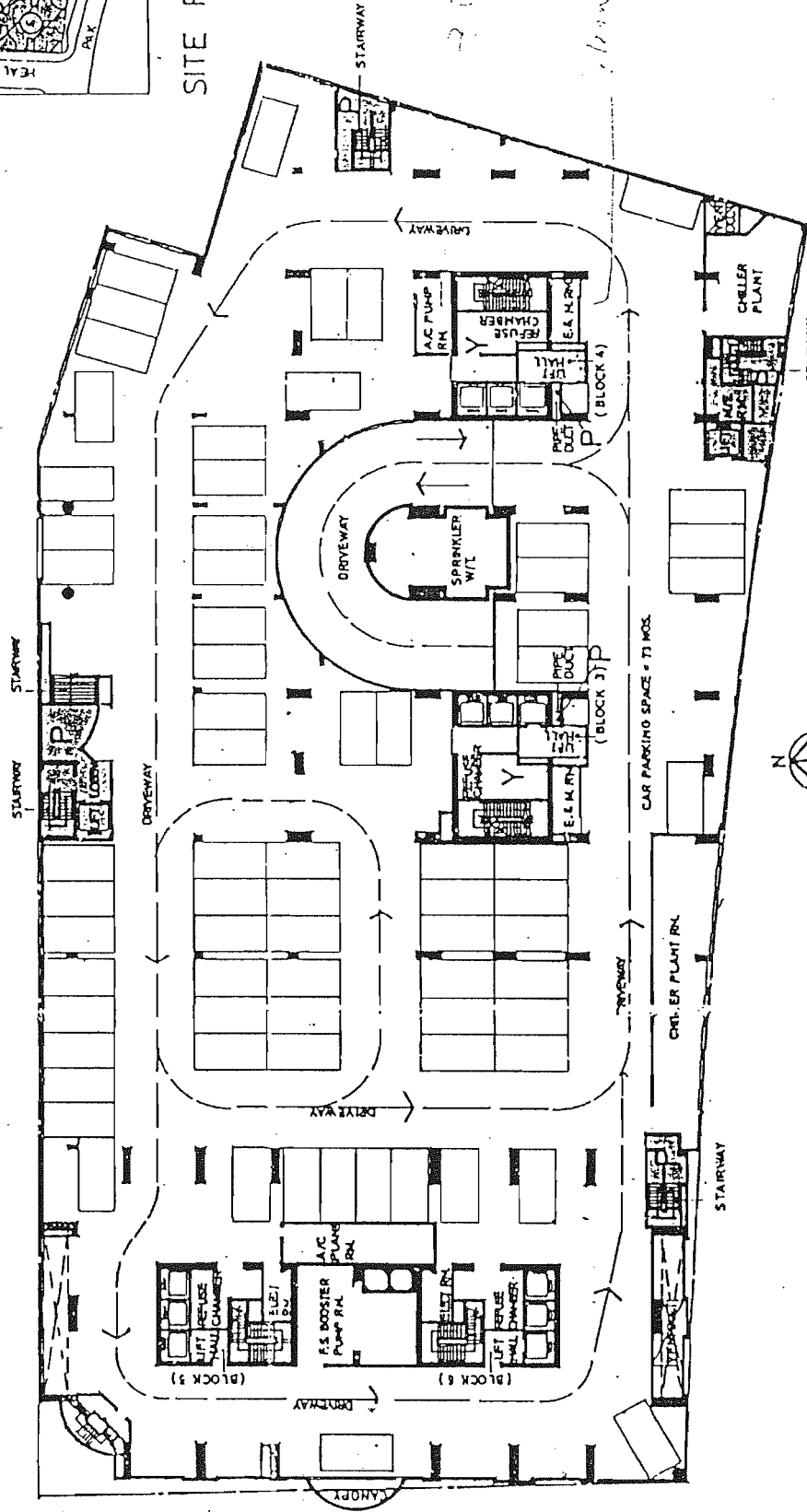
關善明建築師有限公司








I.L. 7210
HEALTHY VILLAGE
PHASES I & II



SITE PLAN SCALE



PODIUM LEVEL 3 FLOOR PLAN 1:400

-  G = GREEN
-  Y = YELLOW
-  RED HATCHED BLACK
-  P = PINK
-  E.E.M. R.M.

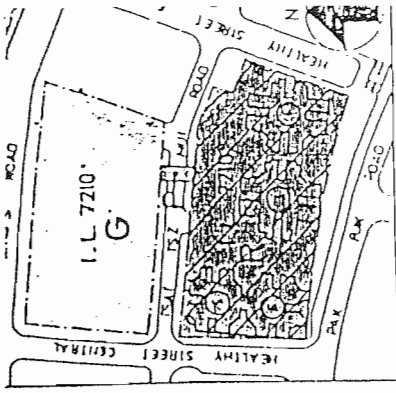
L. Johnson

SMYTON & ASSOCIATES
INC. ARCHITECTS PLANNERS &
ENGINEERS

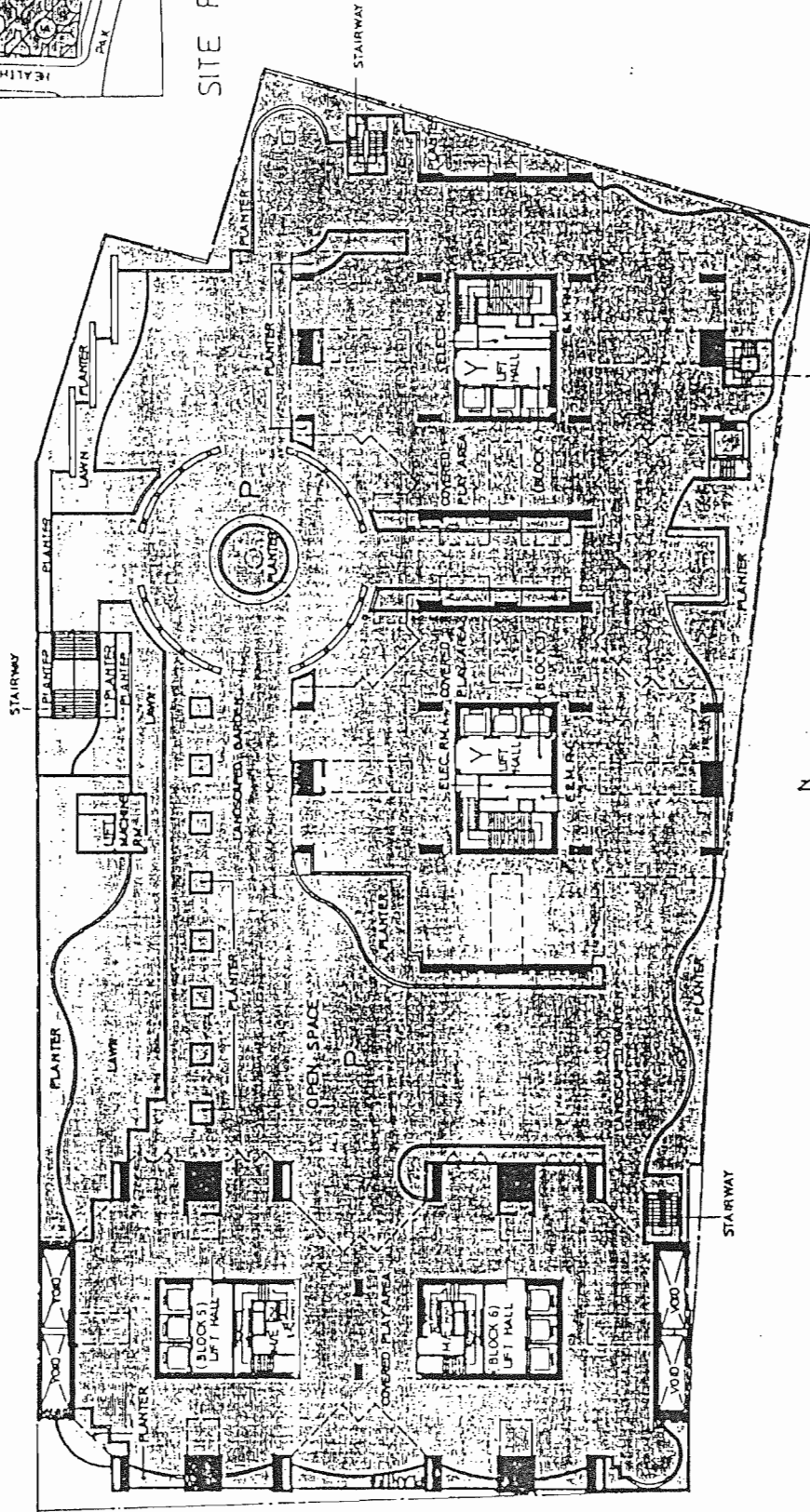


陽普明建築師樓有限公司

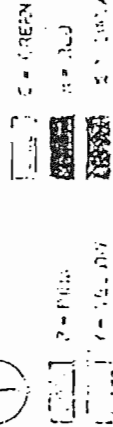
I.L. 7210
HEALTHY VILLAGE
PHASES I & II



SITE PLAN SCALE 1:2



PODIUM LEVEL 4 FLOOR PLAN 1:100



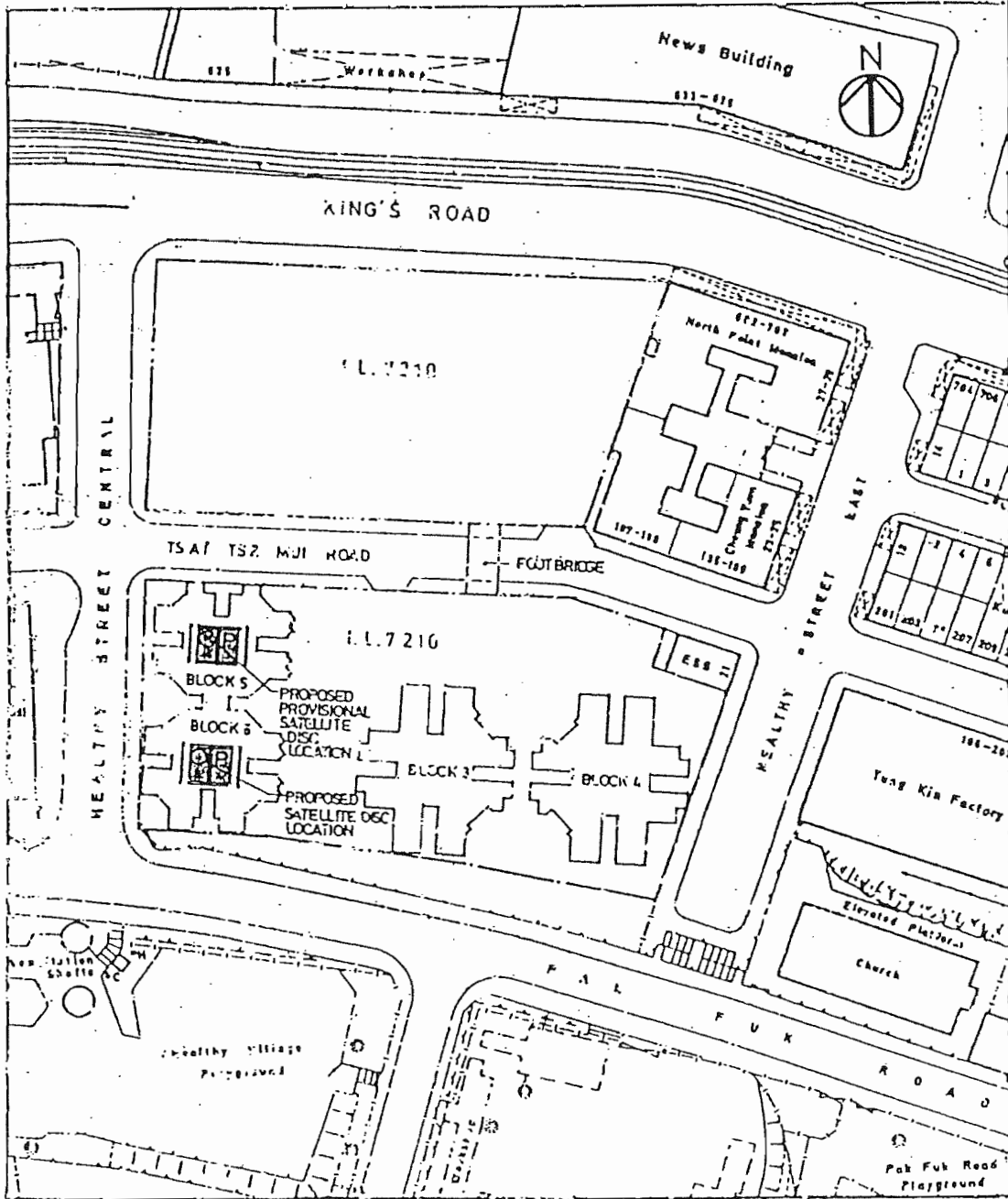
L. Johnson

JOYAN KWAN & ASSOCIATES
ARCHITECTS, PLANNERS & DESIGNERS




匯善明建築師樓有限公司

LL 7210
HEALTHY VILLAGE
PHASES I & II



ROOF PLAN SCALE 1:1000

Collins

 P-PINK



SIMON SWAN & ASSOCIATES LTD. Architect, Planners & Designers