

THIS SUB-DEED OF MUTUAL COVENANT is made the 3rd day of November One
Thousand Nine Hundred and Eighty-seven

B E T W E E N : -

- (1) TSING LUNG INVESTMENT COMPANY LIMITED whose registered office is situate at 19th Floor, Far East Finance Centre, No.16 Harcourt Road, Victoria, Hong Kong ("First Owner" which expression shall where the context admits include its successors and assigns);
- (2) LAM CHUEN KEUNG (林傳強) Gentleman of Flat D on the 5th Floor of Block No.7 Hongkong Garden Phase II Tsuen Wan New Territories Hong Kong ("Second Owner") which expression shall where the context so admits include his executors, administrators and assigns); and
- (3) T.L. 60 MANAGEMENT COMPANY LIMITED whose registered office is situate at 19th Floor, Far East Finance Centre, No.16 Harcourt Road, Victoria, Hong Kong ("Manager" which expression shall have the meaning ascribed to it in Recital (3) hereof).

W H E R E A S :-

1. This Sub-Deed is supplemental to the Principal Deed.
2. Except as otherwise provided herein, expressions defined in the Principal Deed shall have the same meanings where used in this Sub-Deed.
3. In this Sub-Deed :-
 - "Adjoining Lands" means all sections and portions of Tsing Lung Tau Lot No.60 including any sections or portions now or hereafter to be surrendered to the Crown (save and except Section B of Tsing Lung Tau Lot No.60) and all buildings and structures erected or to be erected thereon;
 - "Blocks" means the blocks of domestic units being Blocks Nos.7 to 12 (both inclusive) erected on the Land and "Block" means any of the Blocks.
 - "Buildings" means the Blocks, Car Park Building (Phase II) and the Kindergarten when completed and "Building" shall mean any

of the Buildings;

"Car Park" means a car parking space within the Car Park Building (Phase II) or other parts of Phase II (excluding visitors car parks) and "Car Parks" shall be construed accordingly;

"Car Park Building (Phase II)" means the building constructed on the Land comprising Car Parks and facilities for non-domestic use;"

"Domestic Unit" means a unit in a Block and includes the portion of the roof and/or flat roof to be held therewith and "Domestic Units" shall be construed accordingly;

"First Property" means All Those 22 parts or shares of and in the Land and Phase II Together with the exclusive right and privilege to hold use occupy and enjoy All That Flat " D " on 5th Floor of Block " 7 " of Phase II;

"Interested Person" means any person who has any right, interest or title (whether legal, equitable or otherwise) in relation to a Unit and/or Retained Areas whether under and by virtue of an assignment, agreement for sale and purchase, trust instrument or otherwise and "Interested Persons" shall be construed accordingly;

"Kindergarten" means the kindergarten to be completed on the Kindergarten Space;

"Kindergarten Space" means the space provided in the Land for a kindergarten in accordance with Special Condition No.43 of the Conditions;

"Land" means Section B of Tsing Lung Tau Lot No.60;

"Management Expenses" means the expenses of running and managing the Land and Phase II and the Gardens as provided by this Sub-Deed and the Principal Deed;

"Management Funds" means all monies received, recovered or held by the Manager for the use and benefit of the Land and Phase II and the Gardens pursuant to this Sub-Deed and/or

the Principal Deed;

"Manager" means T.L.60 Management Company Limited or any other Person or persons undertaking the management of the Land and Phase II;

"Manager's Remuneration" means the remuneration of the Manager as provided herein and/or the Principal Deed;

"Occupation Permit" means a permanent or temporary occupation permit;

"Own" when used in relation to any Unit and/or Retained Areas and/or any part of Phase II shall refer to the ownership of the exclusive right to hold use occupy and enjoy the particular Unit and/or Retained Areas and/or the particular part of Phase II;

"Owner" means the First Owner, the Second owner and any person who for the time being is the registered owner of any Undivided Share or any portion thereof and his executors, administrators, successors and assigns and includes, joint-tenants or tenants in common and mortgagees of any such Undivided Share or any portion thereof;

"Owner of a Car Park" means an Owner in whom the exclusive right to hold, use and occupy a particular Car Park is vested and "Owners of Car Parks" shall be construed accordingly;

"Owner of a Domestic Unit" means an Owner in whom the exclusive right to hold, use and occupy a Domestic Unit is vested and "Owners of Domestic Units" shall be construed accordingly;

"Phase II" means the development on the Land now known as Hongkong Garden (Phase II);

"Principal Deed" means the Deed of Mutual Covenant dated the 20th day of September, 1986 in relation to the whole Lot and registered in the District Land Office Tsuen Wan by Memorial No.403933;

"Principal Lot" means Tsing Lung Tau Lot No.60;

"Retained Areas" means (a) the roof of the Car Park Building (Phase II) (b) all open areas in Phase II and (c) the tennis court(s), badminton court(s), squash court(s) (if any), children's playground(s), main transformer room, Swimming Pools, cycle track and all pedestrian walkways within the Land and Phase II;

"Swimming Pools" means the swimming pools constructed or to be constructed on the Land.

"this Sub-Deed" means this sub-deed of mutual covenant and any amendment and modification thereof;

"Undivided Share" means one equal undivided 14,835th part or share of and in the Land and Phase II and "Undivided Shares" shall be construed accordingly; and

"Unit" means a Car Park, a Domestic Unit or the completed Kindergarten and "Units" shall be construed accordingly.

4. The headings in this Sub-Deed are inserted for convenience only and shall be ignored in construing this Sub-Deed. Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa. The words "written" and "in writing" include printing, engraving, lithography or other means of visible reproduction and all reference to Clauses and Schedules are references to clauses of and schedules to this Sub-Deed.
5. For the purpose of sale, the Land and Phase II have been notionally divided into 14,835th parts or shares which have been allocated to different parts of Phase II in the manner as set out in Schedule I.
6. A Principal Deed has been entered into for the purposes therein set forth and the parties hereto have further agreed to enter into this Sub-Deed for the purpose of making provision for the management, maintenance, insuring and servicing of Phase II and its equipment, services and apparatus and for the purpose of defining and regulating the rights, interests and obligations

of the Owners in respect of Phase II and to provide for a due proportion of the common expenses in respect of Phase II to be borne by the Owners of Phase II.

7. Consent to enter into this Sub-Deed has been obtained from the Registrar General (Land Officer).

NOW THIS DEED WITNESSETH as follows :-

1. EXCLUSIVE RIGHT

1.01 The First Owner shall at all times hereafter subject to and with the benefit of the Conditions, this Sub-Deed and the Principal Deed have the full right, benefit and privilege to hold, use occupy and enjoy to the exclusion of the Second Owner all Units, the Retained Areas and subject as hereinafter mentioned all portions of Phase II, (save and except the First Property and the Common Areas and Common Facilities) Together with the appurtenances thereto and the entire rents and profits thereof.

1.02 The Second Owner shall at all times hereafter subject to and with the benefit of the Conditions, this Sub-Deed and the Principal Deed have the full right, benefit and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Property Together with the appurtenances thereto and the entire rents and profits thereof.

2. EXCEPTIONS AND RESERVATIONS

2.01 Without derogating from and affecting the rights and privileges of the First Owner under Clause 8 of Section I of the Principal Deed, there is excepted and reserved unto the First Owner, its successors and assigns (which expression shall for the purpose of this Clause only exclude the Second Owner and the Manager) the following rights and privileges :-

- (1) the exclusive right to hold, use, occupy and enjoy the outer walls, main roof, flat roofs, canopies and the exterior parts of the Buildings and to sell, let, licence or otherwise dispose of or deal with the same for such

purpose or purposes (including, but not limited to advertising purposes) as the First Owner, its successors and assigns may think fit and/or to install or permit to be installed thereon such advertising sign-boards, placards, posters and other advertising signs or structures whatsoever (whether illuminated or not) and such air-conditioning, ventilation, fire fighting and other apparatus and equipment for the servicing of the Buildings or any part thereof, and such pipes, ducting and fittings as the First Owner, its successors and assigns may from time to time think fit with the right for the First Owner, its successors and assigns and all persons authorized by it or them to have access thereto for the purposes of installing, removing, replacing, maintaining and servicing such advertising sign-boards, placards, posters and other advertising signs or structures whatsoever (whether illuminated or not) and such apparatus, equipment, pipes, ducting and fittings as the First Owner, its successors and assigns may think fit;

- (2) the exclusive right to erect one or more flue pipes or smokestacks or chimneys along the external walls of each of the Buildings together with the right to maintain, replace or remove the same;
- (3) the full, free and unrestricted right for the First Owner, its associated companies and their respective servants, agents, contractors, workmen and other persons authorized by the First Owner and/or its associated companies to enter upon all and any part of the Land and Phase II with all necessary equipment, plant and materials for the purpose of constructing and completing any erection, structures and installation on, under or above the Land and for the purpose of constructing and completing all or any of other block(s) of building(s), school, Kindergarten

car ports, complex(es), podium, roadworks, utilities, facilities and other erections and installations to be erected or installed on, under or above the Adjoining Lands in accordance with the plans and specifications thereof and any amendment, alteration or deletion thereof or therefrom. The First Owner in pursuance of any of the works aforesaid may from time to time issue in writing to the owners or co-owners of the Land and Phase II instructions as to the areas or parts of the Land and Phase II that the owners or co-owners, their servants, agents, tenants or licensees may or may not use while such works are being carried out;

- (4) the full right for the First Owner, its associated companies and all persons respectively authorized by them to join and connect the drains, pipes, wires, cables, installations, fittings, chambers and other structures and utilities which now or may hereafter pass under, through or over any part of the Adjoining Lands to the drains, pipes, wires, cables, installations, fittings, chambers and other structures and utilities which now or may hereafter pass under, through or over the Land and Phase II or any part thereof with the right to construct, maintain, lay, remove, renew, replace and renovate drains, pipes, wires, cables, installations, fittings, chambers and other structures and utilities in, under or over the Land and Phase II as the First Owner may in its absolute discretion see fit together with the right thereafter to use the same for the purposes for which they are intended;
- (5) the full and unrestricted right for the First Owner, without reference to or consent by any Owner, to grant rights of way, or access or use at any level to the owners or occupiers of the Adjoining Lands or to the owners or occupiers of any other premises adjoining the

Land and Phase II in respect of the Common Areas and Common Facilities, the Swimming Pools, the Car Parks and other parts of Phase II Provided that such grant shall not interfere with the exclusive right of any Owner to hold, use and occupy his Unit and/or the Retained Areas and on behalf of the Owners to obtain a grant of similar rights in respect of the Adjoining Lands or such other adjoining premises and the First Owner shall have the full and unrestricted power to assign the right conferred by this sub-clause(5) to the Manager without any interference or consent by the Owners;

- (6) the full and unrestricted right without reference to or consent by any other Owners to grant easements and rights of way over the Land and Phase II to owners and occupiers of the Adjoining Lands and of other portions of the Gardens to construct, lay, maintain, remove and renew drains, pipes, wires, cables, irrigation pipes and other installations, fittings, chambers, other equipment, facilities, erections and structures within the Land and Phase II which shall be necessary or desirable for the proper use and operation of the buildings to be constructed on any part of the Adjoining Lands or other parts of the Gardens and the maintenance of the gardens and other amenities and facilities thereof. The First Owner may also assign the rights conferred by this sub-clause(6) to the Manager without any interference or consent by the Owners;
- (7) the full and unrestricted right for the First Owner without any interference by any Owner to allocate and reallocate the Undivided Shares retained by the First Owner in relation to all Units retained by the First Owner and the Retained Areas together with the full and unrestricted right to assign, mortgage, charge, lease,

- license, franchise, part with possession of or otherwise deal with such Undivided Shares and the exclusive right and privilege to hold, use and occupy such Units and the Retained Areas;
- (8) the full and unrestricted right for the First Owner and its associated companies to alter, relocate and reconstruct the roadways, pavements, passageways, driveways and all other areas, structure and erection on the Land to tie in with the development on the Land and the Adjoining Lands Provided that such alteration, relocation and reconstruction shall not interfere with other Owners' exclusive right to hold, use and occupy their Units and/or the Retained Areas;
- (9) the full and unrestricted right to effect surrenders of land or dedication of areas to the Government of Hong Kong either pursuant to the Conditions or whenever required by the Government so to do being any part or portion of the Land and Phase II not being within the exclusive right and occupation of any Owner and all Owners and all Interested Persons shall be deemed to have renounced and released all their right, title, interest, benefit, claim and demand whatsoever of and in such part or portion of the Land and Phase II and the First Owner shall be at liberty to surrender to the Government or dedicate the same for public use in such form and manner as it shall in its absolute discretion think fit free from any claim or demand of any Owner or Interested Person including but without limitation any claim for compensation;
- (10) the full and unrestricted right for the First Owner and its associated companies to apply to, negotiate and agree with the Government for the amendment, variation and modification of the Conditions in such manner as the First Owner may deem fit including but without limitation any

matter regarding the following:-

- (a) the period within which the building works mentioned in Special Condition No.5 of the Conditions must be completed and the money to be expended in relation thereto;
 - (b) the plot ratio, site coverage, gross floor area, height of building, number, size and types of units;
 - (c) all matters mentioned in Special Condition Nos.21 and 23 of the Conditions ; and
 - (d) the permitted use of any part or parts of the development on the Land and/or the Adjoining Lands and all the Owners and Interested Persons shall be deemed to have renounced and released all their right, title, interest, benefit, claim and demand whatsoever in relation to such amendment, variation and modification.
- (11) the full and unrestricted right for the First Owner to enter into any deed, agreement and other instrument and/or make arrangement on behalf of all the Owners and Interested Persons in relation to :
- (a) unilateral or mutual grant of rights of way, easements and other rights, uses and privileges over any part of the Land and Phase II and/or any part of the Adjoining Lands and any building and erection thereon;
 - (b) use of those parts of the Common Areas and Common Facilities within the Land by other Owners, tenants, occupiers and visitors of or to the Adjoining Lands;
 - (c) use of the Common Areas and Common Facilities erected or to be erected on the Adjoining Lands by the Owners, tenants, occupiers and visitors of the Land and Phase II; and
 - (d) all matters in relation to the use and management of

all buildings, erections and Common Areas and Common Facilities erected or to be erected on the Land and the Adjoining Lands.

- (12) The First Owner reserves the right to designate the use (including commercial use) of such part or parts of the Retained Areas in such manner as it thinks fit, including but not limited to the construction of car parks thereon or the paving of car parking spaces thereon or the construction of any structures thereon or the provisions of recreational and other facilities thereon Provided that any such use shall not be in contravention of the terms and conditions of the Conditions and until so used the First Owner shall be entitled to licence such part or parts thereof to the Manager at such reasonable fee as shall be agreed with the Manager for the use by the Owners as gardens and/or areas for recreational activities. In the event of such licence as aforesaid, such licensed Retained Areas shall for the period of the licence be deemed to be part of the Common Areas and the Owners shall contribute towards the maintenance and upkeep of the same accordingly. The First Owner shall be entitled to terminate this licence by giving to the Manager one month's written notice, in which event the licenced Retained Areas or such part or parts of the same shall be vacated by the Manager and the First Owner shall be entitled to lay out or construct or pave car parks and any other structures and to lease, licence or sell or to designate the same as Common Areas or Common Facilities. Upon termination of the said licence, the Owners shall not be required to contribute any payment towards the maintenance and upkeep of that part of the Retained Areas unless the same be designated by the First Owner as Common Areas.

2.02 Not in derogation from the efficacy and extension of the exceptions and reservations contained in Clause 2.01, each of the Owners, and the Interested Persons shall be deemed to have severally and irrevocably appointed the First Owner their true and lawful attorney to do and perform all the matters and things mentioned in Clauses 2.01(9), (10) and (11) and to sign or execute all deeds, agreements and instrument for the purposes.

3. EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH UNDIVIDED SHARE Each Undivided Share shall have the benefit of the following rights and privileges attached:-
- (1) Full right and liberty for the Owner, his tenant(s), servant(s), agent(s) and licensee(s) (in common with all other person(s) having the like right) to pass and repass over and along the entrance, roadways, staircases, landings, passages, arcades, lobbies and lifts on the Land and Phase II for all purposes connected with the proper use and enjoyment of his Unit and/or the Retained Areas;
 - (2) Full right and liberty for the Owner, his tenants(s), servant(s), agent(s) and licensee(s) (in common with all other persons having the like right) to use those parts of the Common Areas and Common Facilities erected on the Land for the purposes for which they are designed Provided that in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with, the general amenities, equipment or services provided and that each Owner shall comply with the provisions of this Sub-Deed and/or the Principal Deed, the Garden Rules, the Building Rules and other regulations (if any) from time to time in force in respect of the same;
 - (3) Full right and liberty for the Owner, his tenant(s), servant(s), agent(s) and licensee(s) (in common with all other persons having the like right) to pass and repass

over and along the entrances, roadways, driveways, passageways, pathways, lanes, staircases and buildings erected or to be erected on the Adjoining Lands for all purposes connected with the proper use and enjoyment of his Unit and/or the Retained Areas;

- (4) Full right and liberty for the Owner, his tenant(s), servant(s), agent(s) and licensee(s) (in common with all other persons having the like right) to use the Common Areas and Common Facilities erected or to be erected on the Adjoining Lands Provided that in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the Gardens Rules, the Building Rules and other regulations (if any) from time to time in force in respect of the same;
- (5) The right to subjacent and lateral support from other parts of Phase II;
- (6) The free and uninterrupted passage and running of water sewage, gas, electricity, telephone and other utility services from and to his Unit and/or the Retained Areas through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and Phase II and the Adjoining Lands;
- (7) The right for the Owner, with or without servants, workmen and others at all reasonable time on notice or in case of emergency to enter into and upon other Units, the Retained Areas and other parts of the Land and Phase II for the purposes of carrying out any work necessary for the maintenance and repair of his Unit and/or the Retained Areas or its services (such work not being the responsibility of the Manager hereunder) causing as little disturbance as possible and making good any damage caused

thereby; and

- (8) All the above easements, rights and privileges are subject to and conditional upon the Owner paying his due share of the Management Expenses and Manager's Remuneration as provided in the Principal Deed and/or this Sub-Deed.

4. EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE IS HELD

Each Undivided Share shall be subject to the following easements, rights and privileges:-

- (1) Full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice or in case of emergency to enter into and upon each Unit and/or the Retained Areas for the purposes of inspecting, examining, rebuilding, repairing, removing, maintaining, cleansing, painting or decorating the Land and Phase II and/or the Gardens or any part or parts thereof or any sewers, drains, watercourses, cables, pipes, wires or services therein or any other apparatus and equipment used or installed for the benefit of the Land and Phase II and/or the Gardens or any of them or any part thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment;
- (2) Easement, rights and privileges for the owner of any part of the Adjoining Lands and owner of any undivided share(s) in the Adjoining Lands, their tenant(s), servant(s), agent(s) and licensee(s) (in common with all other persons having the like right) to use those parts of the Common Areas and Common Facilities erected on the Land for the purposes for which they are designed Provided that in exercising such rights of use no such owner shall interfere with or permit or suffer to be interfered with, the general amenities, equipment or services provided and that such owners shall comply with the provisions of this

- Sub-Deed and/or the Principal Deed, the Gardens Rules, Building Rules and other regulations (if any) from time to time in force in respect of the same;
- (3) Full right and liberty for the owner of any part of the Adjoining Lands and owner of any undivided share(s) in the Adjoining Lands, his tenant(s), servant(s), agent(s) and licensee(s) (in common with all other persons having the like right) to pass and repass over and along the entrance, roadways, staircases, landings, passages, arcades, lobbies and lifts on the Land and Phase II for the purpose of use and enjoyment of their Unit (as defined in the Principal Deed) and/or any part of the Adjoining Lands, the Swimming Pools any Car Parks owned by or let or licensed to such owner, the Common Areas and Common Facilities and other facilities and amenities on the Land and Phase II;
- (4) Easement, rights and privileges for the Owners and owners of any part of the Adjoining Lands and owners of any undivided shares in the Adjoining Lands over, along and through the Unit and/or Retained Areas equivalent to those set forth in Clauses 3(5) to (7) (inclusive);
- (5) Full right for the Director of Buildings and Lands, its officers and contractors to have ingress, egress and regress to, from and through the Land for the purposes mentioned in Special Condition No.13 (g) of the Conditions; and
- (6) Rights of way in the terms set-out in Special Condition No.38 of the Conditions.

5. COVENANTS AND RESTRICTIONS

Each Owner shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained in Schedule II and other parts of this Sub-Deed and all the covenants, provisions and restrictions contained in the

Principal Deed as if the same were repeated herein and formed part of this Sub-Deed. The provisions of sections 39,40 and 41 of the Conveyancing and Property Ordinance (Cap.219) shall apply to this Sub-Deed.

6. RIGHT TO ASSIGN ETC.

Every Owner shall have the full right and liberty without reference to any other Owner or Owners or any Interested Person and without the necessity of making such other Owner or any such other Interested Person or Persons a party to the transaction to sell, assign, mortgage, lease, licence or otherwise dispose of or deal with his shares or interest in the Land and Phase II together with the full right and privilege to hold, use, occupy and enjoy any Unit, and Retained Areas (in case of the First Owner), held with such shares or interest Subject to and with the benefit of this Sub-Deed and the Principal Deed.

7. MANAGEMENT EXPENSES

7.01 For the purpose of fixing the contribution to be made by the Owners to the Management Expenses and to the Manager's Remuneration, the Manager shall prepare :-

- (1) an annual budget showing the estimated Management Expenses of the Building in relation to each Building;
- (2) an annual budget showing the estimated Management Expenses of the Gardens; and
- (3) an annual budget showing the estimated Manager's Remuneration.

7.02 The first financial year for the management of any Building shall, as mentioned in Clause 1 of Sub-Section H of Section III of the Principal Deed, commence on the day on which the Occupation Permit of the Building is issued and shall terminate on the 31st day of December of the following year and the Owner shall in relation to the first financial year contribute towards the Management Expenses mentioned in Clauses 7.01(1)

and (2) and the Manager's Remuneration mentioned in Clause 7.01(3) in relation to the Unit he owns in such Building in such manner and in such proportion as shall be determined by the Manager in accordance with such standard as the Manager shall deem fair and reasonable. The decision of the Manager as to the proportion to be contributed by the Owners aforesaid shall be final and binding on all the Owners.

7.03 For subsequent financial years, the Owners shall contribute towards the Management Expenses and the Manager's Remuneration in the manner hereinafter mentioned.

7.04 The Manager shall have the absolute discretion from time to time to apportion to the Car Park Building (Phase II) such reasonable part of the Management Expenses of the Gardens and the Manager's Remuneration (whether in a budget or otherwise) allocated to the Car Parks (as defined in the Principal Deed) pursuant to Clause 7(a) of Sub-section D of Section III of the Principal Deed (collectively "Apportioned Gardens Expenses for Car Parks") and the apportionment of the Manager shall be final and binding on all the Owners Provided that the apportionment aforesaid shall for all financial years subsequent to the financial year immediately following the completion of the Gardens ("said Financial Year") be according to such ratio which the Apportioned Gardens Expenses for Car Parks for the said Financial Year bear to such part of the Management Expenses of the Gardens and the Manager's Remuneration (whether in a budget or otherwise) allocated to the Car Parks (as defined in the Principal Deed) pursuant to Clause 7(a) of Sub-Section D of Section III of the Principal Deed for the said Financial Year.

7.05 Each Owner of a Car Park shall in respect of the Car Park owned by him pay to the Manager in the manner prescribed under the Principal Deed a fraction of : -

(1) the Apportioned Gardens Expenses for the Car Parks; and
(2) the Management Expenses of the Building regarding Car Park Building (Phase II) (whether in a budget or otherwise),
in which fraction the numerator shall be equal to the number of the Undivided Shares and/or fraction thereof (if any) allocated to such Car Park and the denominator shall be equal to the total number of the Undivided Shares allocated to Car Park Building (Phase II) (excluding the Undivided Shares and/or fraction thereof (if any) allocated to the Common Areas and Common Facilities of the Car Park Building (Phase II)).

7.06 The Manager shall have the absolute discretion from time to time to apportion to each Block such part of the Management Expenses of the Gardens and the Manager's Remuneration (whether in a budget or otherwise) allocated to the Domestic Units (as defined in the Principal Deed) pursuant to Clause 7(a) of Sub-section D of Section III of the Principal Deed (collectively "Apportioned Gardens Expenses for the Block") and the apportionment of the Manager shall be final and binding on all the Owners Provided that the apportionment aforesaid shall for all financial years subsequent to the said Financial Year be according to such ratio which the Apportioned Gardens Expenses for the Block for the said Financial Year bear to such part of the Management Expenses of the Gardens and the Manager's Remuneration (whether in a budget or otherwise) allocated to the Domestic Units (as defined in the Principal Deed) pursuant to Clause 7(a) of Sub-Section D of Section III of the Principal Deed for the said Financial Year.

7.07 Each Owner of a Domestic Unit shall in respect of the Domestic Unit owned by him pay to the Manager in the manner prescribed under the Principal Deed a fraction of : -

- (1) the Apportioned Gardens Expenses for the Block of which such Domestic Unit forms part; and
- (2) the Management Expenses of the Building regarding the

Block of which such Domestic Unit forms part (whether in a budget or otherwise),

in which fraction the numerator shall be equal to the number of the Undivided Shares and/or fraction thereof (if any) allocated to such Domestic Unit and the denominator shall be equal to the total number of the Undivided Shares allocated to the Block of which such Domestic Unit forms part (excluding the Undivided Shares and/or fractions thereof (if any) allocated to the Common Areas and Common Facilities of such Block).

- 7.08 Upon completion of the Kindergarten, the Manager shall have the absolute discretion from time to time to apportion to the Kindergarten such part of the Management Expenses of the Gardens and the Manager's Remuneration (whether in a budget or otherwise) allocated to the Commercial Units (as defined in the Principal Deed) pursuant to Clause 7(a) of Sub-section D of Section III of the Principal Deed (collectively "Apportioned Gardens Expenses for the Kindergarten") and the apportionment of the Manager shall be final and binding on all the Owners Provided that the apportionment aforesaid shall for all financial years subsequent to the said Financial Year be according to such ratio which the Apportioned Gardens Expenses for the Kindergarten for the said Financial Year bear to such part of the Management Expenses of the Gardens and the Manager's Remuneration (whether in a budget or otherwise) allocated to the Commercial Units (as defined in the Principal Deed) pursuant to Clause 7(a) of Sub-Section D of Section III of the Principal Deed for the said Financial Year.
- 7.09 The Owner of the Undivided Share(s) allocated to the Kindergarten shall after completion of the Kindergarten pay to the Manager in the manner prescribed under the Principal Deed the Apportioned Gardens Expenses for the Kindergarten and the Management Expenses of the Building regarding the Kindergarten.
- 7.10 Notwithstanding anything in this Sub-Deed and the Principal

Deed, the Owner of the Undivided Share(s) allocated to the Kindergarten shall not be liable to any contribution to the Management Expenses and Manager's Remuneration before completion of the Kindergarten.

8. Meeting of Building Owners

8.01 The Owners of each Building (excluding the Car Park Building(Phase II) and the Kindergarten) shall as soon as practicable after the issuance of the Occupation Permit in relation to all parts of such Building and in any event upon notice being given by the Manager at such appropriate times, meet for the purpose of electing a Chairman, Vice-Chairman and three other members of the Building Owners' Committee for such Building and transacting any business to be tabled at the meeting.

8.02 In addition to the first meeting of the Owners of a Building (excluding the Car Park Building (Phase II) and the Kindergarten), the Owners may from time to time meet together to discuss and decide matters concerning the Land and Phase II Provided that such Owners shall at least meet once in every calendar year for the purpose of electing such officers and members as aforesaid and shall also meet whenever required by the Manager. The following provisions shall apply regarding such meetings of Owners:

- (1) A meeting may be convened by the Manager or the Building Owners' Committee of such Building or by those Owners who in the aggregate have vested in them for the time being not less than 1/10th of the Undivided Shares allocated to such Building.
- (2) Every such meeting shall be convened by the Manager by at least 7 days' notice in writing specifying the time and place of the meeting.
- (3) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business

and Owners present in person or by proxy who in the aggregate have vested in them not less than 1/10th of the Undivided Shares allocated to such Building shall be the quorum Provided that the Manager and the First Owner shall have the right to receive notice of the meeting and to send representatives to the meeting even in case they cease to hold any Undivided Share.

- (4) The Owners present at each meeting shall choose someone of their number to be Chairman and Vice-Chairman.
- (5) The Chairman shall keep a record of the persons present at the meetings and the proceedings thereof.
- (6) Every Owner shall have one vote for each Undivided Share and in case of Owners who together are entitled to any such share, such Owners shall jointly have one vote and in case of dispute the first named of such Owners shall have the right to vote.
- (7) In the event of an Owner entitled to attend and vote being a body corporate, any representative appointed by such Owner shall be entitled to attend and vote on behalf of such Owner. Such appointment shall be in writing and deposited with the Chairman of the meeting at the meeting.
- (8) All resolutions put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands), by at least one Owner (or by the representatives of the Manager and/or the First Owner) entitled to be present and vote at the meeting. A poll if demanded shall be taken at such time and in such manner as the Chairman shall direct.
- (9) On a show of hands, every Owner entitled to be present and vote or his duly authorized representative shall have one vote. In case of a poll, every Owner shall have one vote either personally or through his duly authorized

- representative for every Undivided Share held by him.
- (10) In case of an equality of votes the Chairman shall have a second or casting vote.
- (11) Any Owner who has failed to pay his due proportion of the Management Expenses and the Manager's Remuneration shall not be allowed to be present or vote at any meeting.
- (12) Any resolution on any matter concerning the Land and Phase II passed at a duly convened meeting by a majority of the Owners present in person or by proxy and voting shall be binding on the Owners of the Undivided Shares allocated to the Building in question Provided that:-
- (a) the notice convening the meeting shall have specified the intention to raise and/or discuss and/or propose a resolution or resolutions concerning the matter in respect of which the resolution is passed;
 - (b) any resolution purporting to be passed at such meeting concerning any other matter not specified in the notice shall not be valid; and
 - (c) no resolution shall be valid if it is contrary to the provisions of this Sub-Deed and the Principal Deed.
- (13) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the Undivided Shares allocated to the Building in question shall be as valid and effectual as if it had been passed at a duly convened meeting of the Owners.
- (14) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.

9. BUILDING OWNERS' COMMITTEE

9.01 The Chairman, Vice-Chairman and three other members of a Building Owners' Committee (hereinafter referred to as "the Committee") of a Building (excluding the Car Park Building (Phase II) and the Kindergarten) elected in accordance with

the provisions of Clause 8 and the Manager or its representative and the First Owner or his representative only in the event that he still holds Undivided Shares in that Building shall be the Building Owners' Committee for that Building, which shall meet from time to time as may be required.

- 9.02 The Meeting of the Committee shall be convened by the Chairman, or in his absence the Vice-Chairman, upon prior consultation with the Manager, by at least 7 days' notice in writing specifying the time and place of the Meeting and the subjects to be discussed with a summary of the backgrounds thereof.
- 9.03 The Manager or any two members may request the Chairman, or in his absence the Vice-Chairman, and the Chairman or in his absence the Vice-Chairman, shall upon such request convene a Meeting of the Committee in accordance with the provisions of Clause 9.02.
- 9.04 (i) It shall be ultra vires the Committee to conduct any business save and except by a resolution passed in a Meeting of the Committee duly convened and on a subject specified in the notice of the Meeting and any resolution passed by the Meeting on a subject not specified in the Notice of the Meeting shall be null and void and shall be of no effect whatsoever;
- (ii) The Meeting shall not discuss any subject other than that specified in the Notice of the Meeting; and
- (iii) For the purpose of this Clause 9, a subject under the description of "other business" or other similar description shall be deemed not to be a subject specified in the Notice of the Meeting even though it is shown in the Notice as a subject to be discussed.
- 9.05 Upon the receipt of the Notice of a Meeting of the Committee and prior to the date of the Meeting, the Manager may at his discretion deliver to the Chairman, or in his absence the

Vice-Chairman, a statement on any or all of the subjects specified in the Notice to be discussed with or without a proposed resolution. The said statement shall be read to the Meeting by the Chairman of the Meeting prior to the discussion on the subject for which such statement is issued and in the event the said statement includes a proposed resolution, such resolution shall be voted on whether it is seconded or not.

- 9.06 The Chairman, or in his absence the Vice-Chairman, shall cause minutes of the Meeting of the Committee to be properly entered and kept and a copy thereof shall be sent to each member of the Committee within seven days from the date of the Meeting.
- 9.07 No business shall be transacted at any time unless a quorum is present when the Meeting proceeds to business and not less than 3 members of the Committee shall be a quorum.
- 9.08 All resolutions put to the vote of the Meeting shall be decided on a show of hands.
- 9.09 All resolutions passed at a Meeting of the Committee duly convened and held shall be binding on all Owners insofar as the Building in question is concerned but such resolution shall not be binding on the Manager if it conflicts with the provisions of the Principal Deed, this Sub-Deed, the Garden Rules, Building Rules or any decision of the Garden Owners' Committee.
- 9.10 The purpose of a Meeting of the Committee shall be to discuss matters relating to the Building in question, to fill any casual vacancy which may occur in the post of Chairman or Vice-Chairman but any person appointed to fill such position shall vacate such position at the conclusion of the next meeting of the Owners of the Building in question, to give directions and advice to the Chairman or Vice-Chairman on any issue before or expected to come before the Garden Owners' Committee and to decide on and undertake such duties as the Manager may delegate to the Committee.

10. SPECIAL PROVISIONS APPLICABLE TO SPECIFIC PARTS OF PHASE II

(1) Domestic Units

All Domestic Units shall be used for domestic purposes only and in particular shall not be used as an apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles. No partitioning or grills shall be erected or installed which do not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way be obstructed.

(2) Recreation and other Public Areas

The Manager shall have full and exclusive power to control operate and make rules regarding the use of the common areas, the garden areas, swimming pools, recreational facilities and common services and amenities on the Land and Adjoining Lands and all other parts of Phase II intended for common use and in the exercise of its powers hereunder shall have power to remove and impound articles left unattended in the public areas and to demolish illegal extensions and to make reasonable charges for and control the recreational facilities so provided in accordance with the Principal Deed.

(3) Staircases, landings, arcades, lift lobbies, passages and vehicular ramps (if any) and roads

No part of the staircases, landings, arcades, lift lobbies, passages or other common areas or the vehicular access ramps or roads on the Land shall be obstructed or incumbered or used for any business or private purpose.

(4) Rubbish Disposal Area

The disposal of rubbish shall be carried out and the rubbish disposal areas and the refuse chute (if any) shall be used only in the manner and subject to such rules and regulations as the Manager may from time to time determine.

(5) Management and Caretakers Offices

The Management and Caretakers Offices shall be reserved for such purposes under the control of the Manager.

(6) Lifts, public lighting, transformer room, pump rooms, pumps, apparatus and services and emergency generators

Subject to the rights (if any) of the First Owner thereto and other provisions of this Sub-Deed and the Principal Deed, all the above shall be under the exclusive control of the Manager and no Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the same without the previous written consent of the Manager.

(7) Wireless and Television Aerials

The Manager shall be entitled to install or contract for the installation of one or more wireless and/or television aerials serving Phase II and/or the Gardens as a whole or any part or parts thereof and to maintain and operate or contract for the maintenance and operation of the same. No Owner shall be entitled to connect to any such aerial except with the permission of and in accordance with such rules and regulations as the Manager may from time to time determine. No Owner shall affix or install his own private aerial outside his premises or other flat roofs without the previous written consent of the Manager.

(8) Roofs

All Owners shall have the right to use the main roof for escape in the event of fire or emergency but subject thereto the roofs shall be used only by the Owners entitled thereto. Subject to the provisions of this Sub-Deed and the Principal Deed, no Owner shall erect or place or cause or permit to be erected or placed any advertising sign, illegal or unauthorised structure on the main roof or any part thereof and no Owner shall lock

entrances to the roof or obstruct access thereto and the Manager shall have the right to remove and destroy anything erected or placed in contravention of this provision.

(9) Public Notice Board

There shall be a notice board outside the Management Office or at such other place as the Manager may from time to time determine in each of the Buildings. There shall be exhibited on such notice boards a copy of the Garden Rules and/or Building Rules from time to time in force and all notices which under this Sub-Deed and/or the Principal Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Sub-Deed and/or Principal Deed or by law to be served personally or in any other manner, the exhibition of a notice on such notice boards for three consecutive days shall be due notice of the contents thereof to each Owner, his tenant(s), licensee(s), servant(s) and agent(s).

(10) Car Park

The Car Park is designed to be separate and none of the Owners or occupiers of any of the Buildings (other than the Owners of the Car Parks and their invitees or licensees) shall have any right of access to the Car Park.

(11) Common Areas and Common Facilities

Those parts of the Common Areas and Common Facilities within the Land and Phase II shall be at all times under the control of the Manager who may afford to the residents of buildings on the Adjoining Lands access to the same and enjoyment of the facilities thereon. The Manager shall have absolute discretion to make rules and regulations regarding the operation, use and maintenance and

management of the Swimming Pools and shall have, subject to the decision of the Garden Owners' Committee, discretion to restrict admittance to the pools of persons who shall have been the subject of reasonable complaint by more than two persons entitled to use the Swimming Pools. The Manager shall in the making of such rules and regulations take into account any conditions that may have been imposed and accepted as aforesaid relative to the use of and access to the Swimming Pools. The Manager shall also be at liberty to restrict the number of persons using the pools and to fix the hours of operation if it shall in its absolute discretion consider such restriction to be necessary in the interest of safety and to reduce disturbance to residents.

(12) Retained Areas

Without derogating from the generality of other provisions in this Sub-Deed and the Principal Deed in this regard, the Retained Areas may subject to approval by the appropriate Government authority be used as commercial areas but until so used may be used for such purposes as the First Owner may designate. Once they are used for commercial purposes, the Manager may require contribution by an Owner owning such part of the Retained Areas having been converted into commercial use to contribute to the Management Expenses and the Manager's Remuneration in such proportion as shall be deemed reasonable by the Manager.

IN WITNESS whereof the parties hereto have caused this Sub-Deed to be duly executed the day and year first above written.

SCHEDULE IDOMESTIC UNITSUNDIVIDED SHARES

Block 7 - (a) 22 Undivided Shares for
each Flat A and each
Flat D x 2 x 22 = 968 Undivided Shares

(b) 18 Undivided Shares for
each Flat B and each
Flat C x 2 x 22 = 792 Undivided Shares

(c) 14 Undivided Shares for
each Flat E and each
Flat F x 2 x 22 = 616 Undivided Shares

 2,376

Block 8 - (a) 22 Undivided Shares for
each Flat A and each
Flat D x 2 x 22 = 968 Undivided Shares

(b) 18 Undivided Shares for
each Flat B and each
Flat C x 2 x 22 = 792 Undivided Shares

(c) 14 Undivided Shares for
each Flat E and each
Flat F x 2 x 22 = 616 Undivided Shares

 2,376

Block 9 - (a) 22 Undivided Shares for
each Flat A and each
Flat D x 2 x 22 = 968 Undivided Shares

(b) 18 Undivided Shares for
each Flat B and each
Flat C x 2 x 22 = 792 Undivided Shares

(c) 14 Undivided Shares for
each Flat E and each
Flat F x 2 x 22 = 616 Undivided Shares

 2,376

DOMESTIC UNITSUNDIVIDED SHARES

Block 10 -(a) 22 Undivided Shares for
 each Flat A and each
 Flat D x 2 x 22 = 968 Undivided Shares

(b) 18 Undivided Shares for
 each Flat B and each
 Flat C x 2 x 22 = 792 Undivided Shares

(c) 14 Undivided Shares for
 each Flat E and each
 Flat F x 2 x 22 = 616 Undivided Shares

 2,376

Block 11 -(a) 22 Undivided Shares for
 each Flat A and each
 Flat D x 2 x 22 = 968 Undivided Shares

(b) 18 Undivided Shares for
 each Flat B and each
 Flat C x 2 x 22 = 792 Undivided Shares

(c) 14 Undivided Shares for
 each Flat E and each
 Flat F x 2 x 22 = 616 Undivided Shares

 2,376

Block 12 -(a) 22 Undivided Shares for
 each Flat A and each
 Flat D x 2 x 22 = 968 Undivided Shares

(b) 18 Undivided Shares for
 each Flat B and each
 Flat C x 2 x 22 = 792 Undivided Shares

(c) 14 Undivided Shares for
 each Flat E and each
 Flat F x 2 x 22 = 616 Undivided Shares

 2,376

CAR PARKS WITHIN CAR PARK BUILDING (PHASE II)

1 Undivided Share for each Car Park : -

(a) 191 Car Parks on the Ground Floor,

(b) 191 Car Parks on the First Floor,

(c) 188 Car Parks on the Second Floor.

570

KINDERGARTEN

1

SWIMMING POOLS

1

TENNIS COURT

1

COMMON AREAS AND COMMON FACILITIES WITHIN THE LAND6

14,835

SCHEDULE II

1. All existing and future taxes, property tax, rates assessments and outgoings of every description for the time being assessed or payable in respect of any Unit or the Retained Areas including water rates if separately metered shall be borne and paid directly by the Owner owning such Unit or Retained Area and such Owner shall indemnify other Owners from and against all liabilities therefor.
2. The expenses of keeping the interior of each Unit or the Retained Areas and all the fittings, fixtures, plumbing and equipment thereof (other than main services) and all the windows and doors thereof in good and tenantable repair and condition shall be borne directly by the Owner owning such Unit or Retained Area.
3. Each Owner may place or make in the Unit or Retained Areas owned by him at his own expense such alterations, additions, improvements, fixtures, fittings and decorations and the same may (subject as herein provided) be installed, fixed and removed but only without structural damage to or interference with the enjoyment of any part of the Land and Phase II or any of the services, apparatus and equipment of any part of the Land and Phase II and each such Owner shall have the right to install, fix or remove the same at his own expenses PROVIDED ALWAYS that any such internal alterations, additions and improvements shall comply with all Government regulations and Ordinances, and the Manager's consent in writing shall be obtained before any alterations or additions are made.
4. Except as herein mentioned in the case of the completed Kindergarten in respect of advertising, or in the case of the rights and privileges conferred on the First Owner under Clause 2.01, no external signs, signboards, notices, advertisements, flags, banners, poles, cages or other projections or structures whatsoever extending outside the exterior of any Building or any boundary walls shall be erected, installed or otherwise affixed or projected from the

premises of any Owner or any part of the Building in common ownership without the written consent of the Manager and no washing, clothing or other articles shall be hung, dried or otherwise exposed outside any of the Buildings except in the places specifically provided for such purpose.

5. Save as is herein expressly authorised no Owner shall do or permit to be done any act or thing which may or will alter the external appearance of any part of Phase II.

6. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any Unit or Retained Areas owned by him any refuse, rubbish, litter or other article or thing whatsoever except in the course of the proper disposal thereof and the Manager may charge and recover payment from any Owner who or whose tenant(s), licensee(s), servant(s) or agent(s) disregard this provisions such fixed penalty as they may specify to cover the costs of cleaning up any such refuse, rubbish, litter or the article or thing as aforesaid.

7. In the case of the completed Kindergarten, the owner owning the completed Kindergarten or the operator of the completed Kindergarten shall be entitled to exhibit advertising signs provided the size and design shall have first approved in writing by the Manager and provided they do not extend beyond the exterior boundary of the completed Kindergarten and do not cause nuisance or annoyance to the occupants of any neighbouring premises. Such Owner shall be solely responsible for and shall indemnify all other Owner and the Manager from all actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the installation, use or removal of any sign exhibited on or from the completed Kindergarten or any defect therein or non-repair thereof.

8. The First Owner shall have the sole and exclusive right to affix, maintain and from time to time renew one or more chimneys ventilation shafts and window boxes to the external walls of each of the Buildings and to licence the use thereof as they think fit.

9. There shall be included in every assignment of an Undivided Share or any fraction thereof an express covenant by the Purchaser to notify the Manager of any change of ownership.
10. Each Owner shall keep the interior of each Unit or the Retained Areas owned by him and all electrical and sanitary appliances therein in good repair and condition and to maintain the same in such a manner so as to avoid any loss, damage, nuisance or annoyance to the Owner owning any other Units or the Retained Areas in Phase II.
11. Subject to the provisions herein, no Owner shall make any structural alteration to any Unit and/or Retained Areas owned by him which may damage, or affect or interfere with the use and enjoyment of any other part of any building on the Land whether in separate or common occupation, or use, nor shall he cut, injure, damage, alter or interfere with any part or parts of any building in common use or any of the sewers, plumbing equipment, drains, water-courses, conduits, pipes, cables, wiring, fixtures, equipment, apparatus or services of any building on the Land.
12. No Owner shall use or permit or suffer any Unit or Retained Areas owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing in any such Unit or Retained Areas which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers of any part of the Land and Phase II for the time being.
13. No Owner shall do or permit or suffer to be done any act or thing in contravention of the Conditions.
14. No Owner shall do or permit or suffer to be done any act or thing whereby any insurance on any Building or any part or parts thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this paragraph in addition to any other liability incurred thereby to pay the amount of any increase in premium caused by or on account

of such breach.

15. In the event that parts of Phase II are damaged or destroyed by fire and the insurance money being wholly or partially irrecoverable by reason of the fault of any Owner, the defaulting Owner shall pay the whole or a fair proportion of the cost of complete reinstatement.

16. Each Owner shall be responsible for and indemnify the Manager and all other Owners and occupiers against all actions proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any occupier of any Unit and/or the Retained Areas owned by him or any person using such Unit and/or Retained Areas with his consent express or implied or by, or through, or in any way owing to the overflow of water therefrom.

17. No Owner or occupier shall send any employee of the Manager out of the Land on any private business.

18. Subject to the provisions of this Sub-Deed and the Principal Deed, no external shades, awnings, window guards, signs, aerials, fittings or structures shall be installed erected or used in or about any of the Buildings on the Land until such shall have been approved in writing by the Manager.

19. Except in the completed Kindergarten, where such installations have been approved in writing by the Manager, no air-conditioning or other units shall be installed through any external wall except in the space provided in the Unit. These may however be installed through the window subject always to the approval of the Manager and in accordance with the fixing instructions specified by them, provided measures are taken to prevent excessive noise, condensation, dripping on to the Land or other parts of any buildings thereon or the public area below.

20. No Owner or occupier shall use or permit to be used any Unit or Retained Areas for the purpose of a funeral parlour, coffin

shop, temple or Buddhist hall for the performance of the ceremony known as "Ta Chai" (打齋) or for any similar ceremony, or as a boarding house, apartment house, or for any offensive trade or business.

21. No Owner or occupier shall make or permit any disturbing noise in his Unit and/or the Retained Areas especially outside normal working hours or do or permit anything to be done which will interfere with the rights, comforts and convenience of other occupants. Musical instruments may not be played nor shall wireless television or recording equipment be operated between mid-night and 9 a m so as to cause disturbance to the Owners or occupiers of any other Unit or the Retained Areas.

22. No Owner shall permit the playing of mahjong in his Unit and/or Retained Areas between mid-night and 9 a.m. so as to cause disturbance to the Owners or occupiers of any other Unit or Retained Areas.

23. No dogs shall be kept in any Unit or the Retained Areas. No live poultry, birds and/or other animals shall be kept or harboured in any Unit or Retained Areas if the same has been the cause of reasonable complaint by at least two Owners or occupiers in any of the Buildings and the Retained Areas.

24. Children shall not play in the public halls, passages, stairways or lifts. Any damage to any part of Phase II or discolouration to decorations caused by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.

25. Water closets and other water apparatus in any of the Buildings shall not be used for any purpose other than those for which they were constructed, nor shall any rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Unit and/or Retained Areas it shall have been caused.

26. Bicycles, baby carriages or similar vehicles shall only be allowed in the lifts if the greatest care against damages to the lifts is exercised, and the same shall not be allowed to stand in any passages ways or common areas in any part of Phase II.
27. No Domestic Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possessions of the Owner or Occupier.
28. No Owner or occupier shall, without the prior licence of the Commissioner of Police and the prior written consent of the Manager, store or keep anywhere in any part of the Phase II any arms or ammunition or gunpowder or fireworks or any other dangerous, combustible or explosive goods or substance other than domestic kerosene, liquefied petroleum gas or other fuel in small quantities for household use.
29. Any consent or approval given hereunder by the Manager shall be revocable at any time.
30. All complaints touching or concerning the Land or any of the Buildings shall be made in writing to the Manager.
31. Each Owner shall notify the Manager of the name and address of the person authorised by him to accept service of process.
32. No window, security bars, entrance door, metal gates and kitchen balcony grilles shall be installed unless in accordance with designs approved in writing by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager.
33. No Owner or occupier shall leave or cause, permit or suffer to be left any furniture, boxes, goods, articles or refuse in the lift lobbies, entrance halls, or on staircases or landings or on any passageways or lifts of any of the Buildings or cause any obstruction whatsoever thereto.
34. All Domestic Units must be used for residential purposes only and may not be used as an office, store, factory, shop or for any other commercial use or for the conduct of any trade, profession

or business whatsoever save that the First Owner may use such Domestic Unit(s) as show flats and/or as a sales office as they shall consider fit and necessary.

35. No Owner shall, without the prior written consent of the Manager, erect or build or suffer to be erected or built on or upon the roof of any of the Buildings any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter and lay or maintain, repair and remove from the roof drainage and other pipes and to erect thereon scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities the external walls and windows of any of the Buildings.

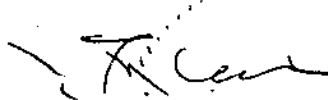

36. No Owner shall erect or permit or suffer to be erected any radio or television aerial or advertising sign or keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing, unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the roofs or external walls, corridors, lift lobbies, entrance halls of any of the Buildings or any other common part which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of Phase II and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.

37. No Owner shall erect or build or suffer to be erected or built on the verandahs of the Buildings any walls, windows, gates, doors, curtains, external awnings, canopies, partitions or any other structures whatsoever either of a permanent or temporary nature so that the said verandahs will be enclosed or partitioned either in whole or in part and no Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on the said verandahs any security bars, protective grilles or other similar structures and where such installations have been approved in writing by the Manager the same shall be erected in accordance with the fixing instructions specified by the Manager and

shall thereafter be maintained to such standard as may from time to time be laid-down by the Manager.

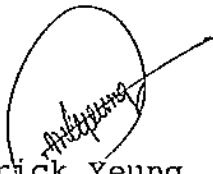
38. Each Owner shall observe the terms and conditions of the Conditions and all laws and regulations applicable to his Unit and/or Retained Areas.

SEALED with the Common Seal of the
First Owner and SIGNED by T.H. WANG
and PETER SIU YAT NAM two of its
directors -----
in the presence of/whose signature(s)
is/are verified by :-

WU WING KIT
Solicitor, Hong Kong.

SIGNED SEALED and DELIVERED by the
Second Owner in the presence of :-

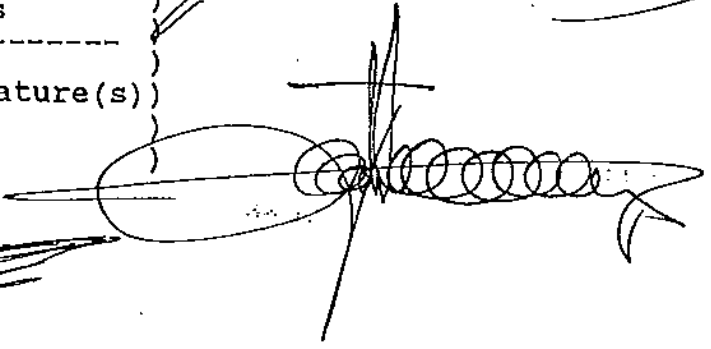
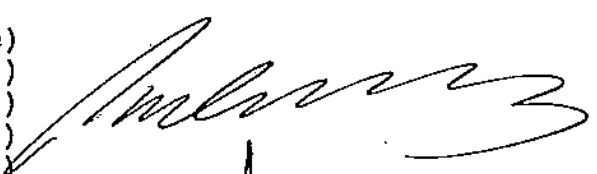


Patrick Yeung
Clerk to Messrs. Fred Kan & Co.,
Solicitor, Hong Kong.

C. K. Lam
Hong Kong Identity Card
No. B373297 (0)

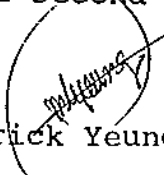


SIGNED with the common Seal of the
Manager and SIGNED by PETER SIU YAT
NAM and TAM WAI KOON two of its
directors -----
in the presence of/whose signature(s)
is/are verified by :-



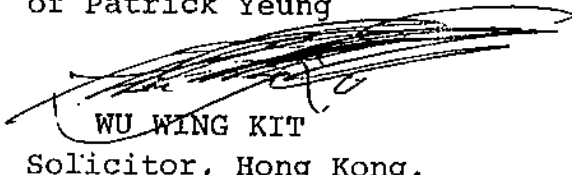
WU WING KIT
Solicitor, Hong Kong.

Interpreted to the Second Owner by :-



Patrick Yeung
Clerk to Messrs. Fred Kan & Co.
Solicitors, Hong Kong.

I hereby verify the signature
of Patrick Yeung



WU WING KIT
Solicitor, Hong Kong.

DATED 3rd November 1987

TSING LUNG INVESTMENT
COMPANY LIMITED
and
LAM CHUEN KEUNG
and
T.L. 60 MANAGEMENT

S.
S.

[Signature]
[Signature]
COMPANY LIMITED

SUB-DEED OF MUTUAL COVENANT

of

HONGKONG GARDEN PHASE II
(Tsing Lung Tau Lot No. 60
Section B)

REGISTERED in the Tsuen
Wan District Land Office by
Memorial No. 864790
on 11 NOV 1992
[Signature]
p. Land Officer

REGISTERED in the Tsuen
Wan District Land Office by
Memorial No. 475158
on 14 NOV 1987
[Signature]
p. Land Officer

CERTIFIED TRUE COPY
I the undersigned, hereby certify
that this document is a true and
complete copy of the original ~~or~~
~~of a properly certified true copy~~
~~of the original.~~
Date: 16 DEC 1992
[Signature]
DENNIS C.K. Solicitor
Hong Kong.

FRED KAN & CO.
SOLICITORS,
HONG KONG.