



<p>Clause 38 of Subsection A of Section V</p>	<p>“(b) The Owners shall at their own expenses maintain and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with “Geoguide 5-Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual(s) for the Slopes and Retaining Walls prepared in accordance with “Geoguide 5-Guide to Slope Maintenance”. The Registered Owner (which expression, for the purpose of this clause, shall exclude its successors and assigns) shall, within one month after the date of this Deed, deposit at the management office of the Development, a full copy of such maintenance manual(s) for the Slopes and Retaining Walls, for inspection by the Owners free of charge and taking copies upon payment of a reasonable charge. All charges received for such copies shall be credited to the Special Fund.”</p>
<p>Clause 1 of Subsection B of Section VI</p>	<p>“The Manager will manage the Land and the Development, including but not limited to, the Common Areas and the Common Facilities, in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:</p> <p>(at) To have the full authority of the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the Slopes and Retaining Walls or other structure in compliance with the conditions of the Government Grant and in accordance with “Geoguide 5-Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual(s) for the Slopes and Retaining Walls prepared in accordance with “Geoguide 5-Guide to Slope Maintenance” and, in accordance with all guidelines issued from time to time by the appropriate Government Departments regarding the maintenance of the Slopes and Retaining Walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by it in carrying out such maintenance and repair. For the purpose of this Clause, the Manager shall include Owners’ Corporation, if formed.</p> <p>(bi) To maintain all areas slopes open spaces and facilities as are required to be maintained under the provisions of the Government Grant and in the manner as provided therein.”</p>
<p>Clause 7 of Subsection B of Section VI</p>	<p>“The Manager shall have the right and power to require each Owner to pay a proportionate part of all the expenditure lawfully incurred or to be incurred for the provision, operation, necessary repair, decoration, renovation, improvement, management, upkeep and maintenance of the Slopes and Retaining Walls and related structure and the Common Areas and Common Facilities as provided in this Deed Provided that prior approval by a resolution of the Owners at an Owners’ meeting convened under this Deed is required for any improvement works of the Common Areas and Common Facilities which involves expenditure in excess of 10% of the current annual Management Budget.”</p>

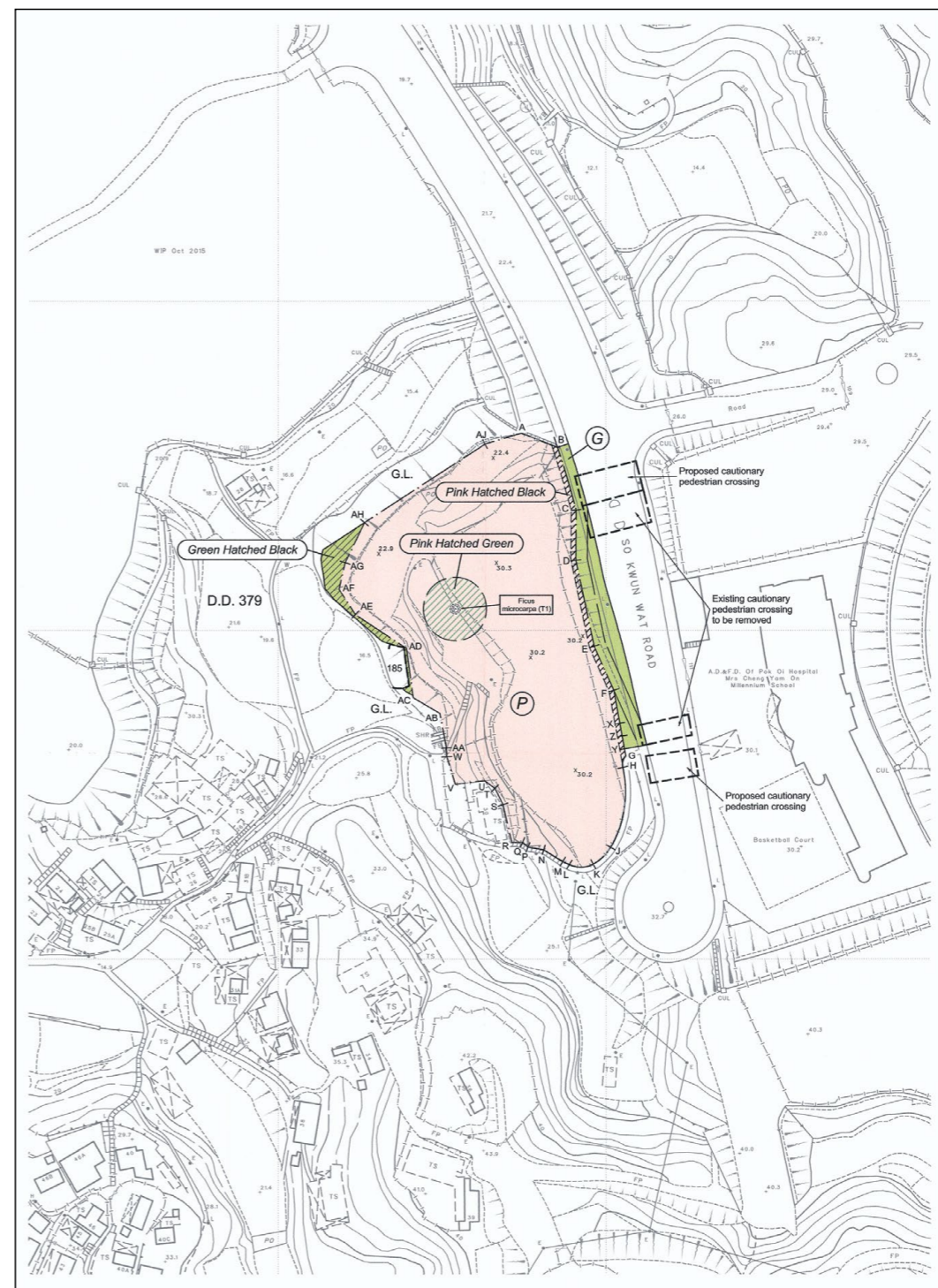
<p>Proviso to Clause 6 of Subsection D of Section VI</p>	<p>“Provided however that notwithstanding any provisions to the contrary herein contained no Owner may be called upon to pay more than his appropriate share of the management expenditure having regard to the number of Management Shares allocated to his Unit. The Registered Owner shall make payments and contributions towards the management expenditure which are of a recurrent nature in respect of those Units and undivided shares unsold, provided however that it shall not be obliged to make payments and contributions aforesaid in respect of the Units and undivided shares allocated to any part(s) of the Development the construction of which has not been completed except to the extent that such uncompleted part(s) benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining the Slopes and Retaining Walls or as to security provided by the management of the completed parts) of the Development. All outgoings including management expenditure and any Government rent up to and inclusive of the date of assignment of the Units shall be paid by the Registered Owner. An Owner must not be required to make any payment or reimburse the Registered Owner for these outgoings.”</p>
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(iii) Cautionary pedestrian crossings

Clause	Provisions of the deed of mutual covenant
<p>Section I</p>	<p>“In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:</p> <p><b>“Existing Cautionary Pedestrian Crossings”</b> The two existing cautionary pedestrian crossings shown and marked on the plan annexed to the Government Grant and referred to in Special Condition No. (43)(d)(i)(II) of the Government Grant.</p> <p><b>“Proposed Cautionary Pedestrian Crossings”</b> Two cautionary pedestrian crossings at the positions shown and marked “Proposed cautionary pedestrian crossing” on the plan annexed to the Government Grant or at such other positions as shall be approved by the Director of Lands, as defined in Special Condition No. (43)(a)(i) of the Government Grant.”</p>



<p>Clause 1 of Subsection B of Section VI</p>	<p>"The Manager will manage the Land and the Development, including but not limited to, the Common Areas and the Common Facilities, in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:</p> <p>(bu) To erect, construct, provide and make fit for operation the Proposed Cautionary Pedestrian Crossings and to demolish and remove the Existing Cautionary Pedestrian Crossings pursuant to Special Condition Nos. (43)(a)(i) and (43)(d)(i)(II) of the Government Grant.</p> <p>(bv) To maintain the Proposed Cautionary Pedestrian Crossings and to carry out such maintenance, repair, amendment, reconstruction and rectification and any other works as shall be required by the Director of Lands before they are handed over to the Government and/or during the defects liability period pursuant to Special Condition Nos. (43)(c) and (43)(e) of the Government Grant."</p>
<p>Clause 3 of Subsection D of Section VI</p>	<p>"The management expenditure in the Management Budget shall include but not be limited to the following:</p> <p>(o) The costs and expenses of maintaining the Proposed Cautionary Pedestrian Crossings including, without limitation, whenever required by the Director of Lands, all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Proposed Cautionary Pedestrian Crossings or any part thereof pursuant to Special Condition Nos. (43)(c) and (43)(e) of the Government Grant;..."</p>



圖例 Notation  綠色區域 Green Area  綠色加黑斜線區域 Green Hatched Black Area  
 擬建輔助行人過路處 Proposed Cautionary Pedestrian Crossings

**備註：**

1. 本圖則是附錄於批地文件的圖則的複製本，亦是本章E段提及的圖則。
2. 本圖則僅作顯示綠色區域、綠色加黑斜線區域及擬建輔助行人過路處的位置。本圖中所示之其他事項未必能反映其最新狀況。

**Notes:**

1. This Plan is reproduction of the plan as annexed to the Land Grant and is the plan referred to in Paragraph E of this Section.
2. This plan is for showing the location of the Green Area, the Green Hatched Black Area and the Proposed Cautionary Pedestrian Crossings. Other matters shown in this plan may not reflect their latest condition.