

SECTION IX

MISCELLANEOUS

9.1 Notwithstanding anything herein contained, the Owners of the Village shall in accordance with the Management Units allocated to the part or parts of the Village owned by them contribute to the expense for the maintenance, repair and the carrying out of all works in respect of the Slopes and Retaining Walls in accordance with the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time) and the slope maintenance manual. A plan (Drawing No.P1400/L/098) showing the Slopes and Retaining Walls is annexed hereto for identification purpose and a copy of the slope maintenance manual is also annexed hereto for reference. The Manager is hereby given full authority by the Owners of the Village to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition any of such Slopes and Retaining Walls in accordance with such slope maintenance manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. The Manager shall have the right to demand the Owners of the Village for payment to the Manager of all costs lawfully incurred or to be incurred by the Manager in carrying out such works regarding the maintenance of the Slopes and Retaining Walls. The Manager shall not be personally liable for carrying out any such works regarding the maintenance of the Slopes and Retaining Walls which shall remain the responsibility of the Owners of the Village if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners of the Village.

9.2 The provisions of the Seventh Schedule to the Building Management Ordinance (Cap.344) shall be incorporated into and form part of this Sub-Deed. The provisions of the Eighth Schedule to the Building Management Ordinance (Cap. 344) in force as at the date of this Sub-Deed shall, to the extent that they are consistent with the Principal Deed, be incorporated into this Sub-Deed (the "incorporated provisions") and to the extent that any provision in this Sub-Deed is inconsistent with the incorporated provisions, the incorporated provisions shall prevail.

- 9.3 (a) A set of the plans showing the Village Common Areas and certified by the Authorised Person as such is annexed hereto with the Village Common Areas shown and coloured green thereon for identification purpose.
- (b) A copy of a set of such plans shall be kept at the Manager's office in the Village and may be inspected by the Owners of the Village free of charge during the normal office hours of the Manager.

9.4 The mutual covenants herein contained are intended to be annexed to and shall run with the land and each and every undivided share therein and shall be enforceable by and against the Owners for the time being of such undivided shares both

as to the benefit and burden of such covenants, and any Ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or buildings shall apply to this Sub-Deed Provided however that no person shall be liable for any of the covenants or provisions of this Sub-Deed in respect of any undivided share owned by him after ceasing to be an Owner save and except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

9.5 The Registered Owner shall at its own cost provide a direct translation or summary in Chinese of this Sub-Deed within three (3) months from the execution hereof and shall ensure that it is available for inspection by the Owners at the management office in the Village. A copy of the Chinese translation or summary shall be provided to any Owner upon request at the expense of such Owner. In the event of any dispute between the Chinese translation or summary and the English document, the latter shall prevail.

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