



*DKM Christian Fellowship Limited*

Date: 7 May 2025

**STRICTLY PRIVATE & CONFIDENTIAL**

**Secretary, Town Planning Board**

15/F, North Point Government Offices

333 Java Road, North Point

Hong Kong

**BY EMAIL**

**Re: Application for Permission**  
**under Section 16 of the Town Planning Ordinance for**  
**Section C of Lot No. 1237 and The Remaining Portion of Lot No. 1236**  
**in Demarcation District No.117**  
(Application No: A/YL-TT/702)

Dear Sirs,

We refer your three emails dated 25 March 2025 and 7 April 2025, respectively, in relation to the departmental comments on the captioned matter (collectively the “**Departmental Comments**”). Unless otherwise defined herein, capitalised terms used in this submission shall have the same meanings as those defined in our planning statement (“**Planning Statement**”).

Set out below are our responses to the Departmental Comments for your further consideration.

Departmental Comments	Responses
<b>1. Comments from the Lands Department</b>	
The application site comprises Old Schedule Agricultural Lots held under the Block Government Lease which contains the restriction that no structures are allowed to be erected without the prior approval of the Government.	It is respectfully submitted that, as mentioned in our Planning Statement, the current application seeks the Board’s planning permission under S16:
I must point out that the following irregularities covered by the subject planning application have been detected by this office:	(a) for the Proposed Development and the Proposed Use of the Site; and
<u>Unauthorised structure(s) within the said private lot(s) covered by the planning application</u>	(b) for the temporary use of the Site (including the Temporary Structure) for the Existing Use until the commencement of Proposed Development as a transitional measure.
	We wish to clarify that the ultimate Religious Institution (Christian Worshipping Centre)

<p>LandsD has reservation on the planning application since there is/are unauthorized structure(s) and/or uses on the private lots which is already subject to lease enforcement actions according to case priority. The lot owner(s) should rectify/apply for regularization on the lease breaches as demanded by LandsD.</p> <p>Should planning approval be given to the subject planning application, the lots owners will need to apply to this office to permit the structure(s) to be erected or regularise any irregularities on site. If the Religious Institution (Christian Worshipping Centre) use is temporary in nature, the applicant has to apply for a short term waiver on the private land. If the Religious Institution (Christian Worshipping Centre) is intended for permanent use, the applicant has to apply for a land exchange. Applications. of any of the above will be considered by Lands Department acting in the capacity as the Landlord and there is no guarantee that such application(s) will be approved. If such application(s) is approved, it will be subject to such terms and conditions, including amongst others the payment of waiver fee, administrative fee or premium, as may be imposed by the Lands Department.</p>	<p>(i.e. the Proposed Building to be built) will be a permanent building and for permanent use. We will submit the relevant applications to the Lands Department, including application for a land exchanges, if necessary, after the planning permission has been obtained from the Board.</p> <p>While for the temporary use of the Site (i.e. the Temporary Structure) prior to the commencement of the construction of the Proposed Building (as transitional measure), we will submit the relevant applications to the Lands Department to permit the structure(s) erected and/or regularise any irregularities on Site, including to apply for a short term waiver, if necessary, after the planning permission has been obtained from the Board.</p>
<p><b>2. Comments from the Urban Design &amp; Landscape Section (UD&amp;L)</b></p>	
<p>We would reserve our comment upon receipt of the required landscape technical information in accordance with "Guidance notes on the application for permission under Section 16 of the Town Planning Ordinance (Cap. 131 )" for consideration.</p>	<p>Please refer to <b>Attachment 1</b> enclosed herewith which show (i) a picture of the existing condition of the Site and (ii) a photomontage with the Proposed Building for reference only.</p> <p>The Site is already well-developed and currently hard paved with shrub planting. There are no existing mature trees at the Site.</p>

	<p>The Proposed Development will not involve filling of land, alteration of existing building, excavation, diversion of stream, site formation or tree felling.</p> <p>Significant adverse landscape impact on landscape and landscape resources arising from the Proposed Development is not anticipated.</p> <p>In order to enhance the overall landscape quality, soft landscaped planters and greenery are proposed to be planted on the Proposed Building's façade and on the rooftop.</p>
<b>3. Comments from the Home and Youth Affairs Bureau (HYAB)</b>	
Having searching the web, We are unable to locate any official website/ social media of the Applicant DKM CHRISTIAN FELLOWSHIP LIMITED (錦綉基督徒團契有限公司). To facilitate our consideration whether the Applicant is a bona fide religious organisation, please ask the Applicant to provide us the Memorandum of Association ("MOA").	Please refer to the <b>Attachment 2</b> for the MOA of DKM Christian Fellowship Limited for your consideration.
<b>4. Comments from the Transport Department (TD)</b>	
(i) As per the parking requirements for churches outlined in the HKPSG, up to 1 car parking space for every 16 seats or equivalent shall be provided. The applicant should advise how many seats would be provided for the subject development and review whether the currently proposal is adequate for its daily operation.	<p>It is respectfully submitted that, as mentioned in our Planning Statement:</p> <p>(a) we currently have around 60 regular members in Hong Kong, including children, youth and adults;</p> <p>(b) the Proposed Building is designed to accommodate a maximum of 100 Christian worshippers; and</p> <p>(c) it is currently expected that there will be one worship session every Wednesday, Saturday and Sunday. Each session will normally be participated by 50 Christian worshippers.</p> <p>According to the Hong Kong Planning Standards and Guidelines, among others, (i) as a general principle, parking should be</p>

	<p>provided at a level which will not unduly attract potential passengers to use private vehicles in preference to public transport; and (ii) the provision of parking for community facilities should generally be limited to operational requirements. Users of community facilities will generally be expected to use public transport or public car parks.</p> <p>The Site is right next to Tai Tong Road and is easily accessible by minibus, K66 bus route operated by MTR and on foot. In the future most visitors are expected to access the Site by means of public transportation and on foot (as in the past).</p> <p>As the HKPSG requires up to 1 (i.e. 0 to 1) car parking space for every 16 seats, we propose to have 2 parking spaces<sup>1</sup> reserved only for operational requirements of the church. Visitors are generally not expected to park their cars at the Site, except with prior approval from us.</p> <p>Given the availability of public transport services in the vicinity, the currently proposal is adequate for our daily operation.</p>
<p>(ii) it is noted that the proposed development does not provide any loading and unloading spaces. As per the loading and unloading requirements for churches outlined in the HKPSG, one to two bays (9m x 3.5m) for small coaches are required. The applicant should clarify whether loading and unloading activities (e.g. refuse collection) will be necessary for daily operations.</p>	<p><b><u>Loading and unloading activities</u></b></p> <p>Routine or regular loading and unloading activities (including refuse collection) are not expected for our daily operations in the future for the following reasons:</p> <p>We wish to clarify that the visitors/users at the Site are transient in nature who only stay at the Site during worship sessions. It is currently expected that there will be only one worship session every Wednesday, Saturday and</p>

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<sup>1</sup> We have previously proposed to have 4 parking spaces at the Site, but as a bay (9m x 3.5m) for small coach is required by HKPSG, we have changed the 4 parking spaces to 2 parking spaces and a bay for small coach. Please refer to Attachment 3 for the revised plan and drawing.

	<p>Sunday, and each session will normally be participated by 50 Christian worshippers only. Given the Site is only intended to be used as a place for worship, and no food/ goods/ services will be sold/provided at the Site, the need for supplies is minimal.</p> <p>It is expected that there may only be negligible delivery of small items of basic goods to the Site in the future, as was in the past. This delivery had been done by light goods vehicles during time outside worshipping sessions in the past. Going forward, similar practice is expected to be adapted. Hence, the current 4 parking spaces will be adequate for this purpose.</p> <p>Similarly, as no food/goods/services would be sold/provided at the Site, minimal refuse is expected to be generated at the Site. A refuse collection point will not be required within our Site. Notwithstanding this, there is also a public refuse collection point near the Site (approximately 100m away). In the past as the refuse is of small quantity, we have delivered our garbage/refuse to the refuse collection point on foot.</p> <p><b><u>Bay for small coach</u></b></p> <p>As requested, we also designate a bay (9mx3.5m) for small coach. As such, we have reduced originally proposed parking spaces from 4 parking spaces to 2 parking spaces.</p> <p>It is very seldom we have small coach carrying out loading/ unloading within our Site in the last 10 years. In the rare occasion that a small coach is expected to be parked at the Site for a temporary period of time, we will ensure the other parking spaces are not occupied such that sufficient space would be</p>
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	<p>reserved for the small coach for entering or exiting the Site.</p> <p>Please refer to <b>Attachment 3</b> enclosed herewith for the revised plan.</p>
<b>5. Comments from the Environmental Protection Department (EPD)</b>	
<p>Please clarify whether toilets will be provided at the Site, if affirmative, please confirm whether septic tank and soakaway system will be provided and whether the septic tank and soakaway system will be designed and constructed according to the requirements of EPD's ProPECC PN 1/23, including requirements for minimum clearance distance, percolation test and certification by Authorized Person.</p>	<p>It is respectfully submitted that no toilets will be provided at the Site or within the Proposed Building and no additional septic tank and soakaway system will be required at the Site for the Proposed Development.</p> <p>Currently, we have toilet facilities inside the 3-storey small house situated on Section C of Lot No. 1236 in D.D. 117, which is also owned by us and is just adjacent to the Site. For the avoidance of doubt, this lot is not within the Site nor subject to the current S16 application, and it has an existing septic tank and soakaway system. The said small house was erected in accordance with Building Licence No.707 (dated 25 June 1975, as modified and rectified) and was certified to have complied with the conditions of the license on 14 April 1981. In the future, we expect to continue to use this existing toilet facilities as we have done in the past.</p> <p>In the event that additional septic tank and soakaway system is required at the Site in the future, we will comply with the relevant laws and regulations, and ensure that it will be designed and constructed according to the requirements of EPD's ProPECC PN 1/23, including requirements for minimum clearance distance, percolation test and certification by Authorized Person.</p>

Should you have any queries, please feel free to contact our Mr. Kenneth Chan at [REDACTED]

[REDACTED] or Mr. Edwin Wong at [REDACTED]

[REDACTED]

Yours faithfully

For and on behalf of  
**DKM Christian Fellowship Limited**

A handwritten signature in blue ink, appearing to be 'JW', is written above a horizontal line.

Name: Wong Jak Wall  
Position: Director

*Encl.*

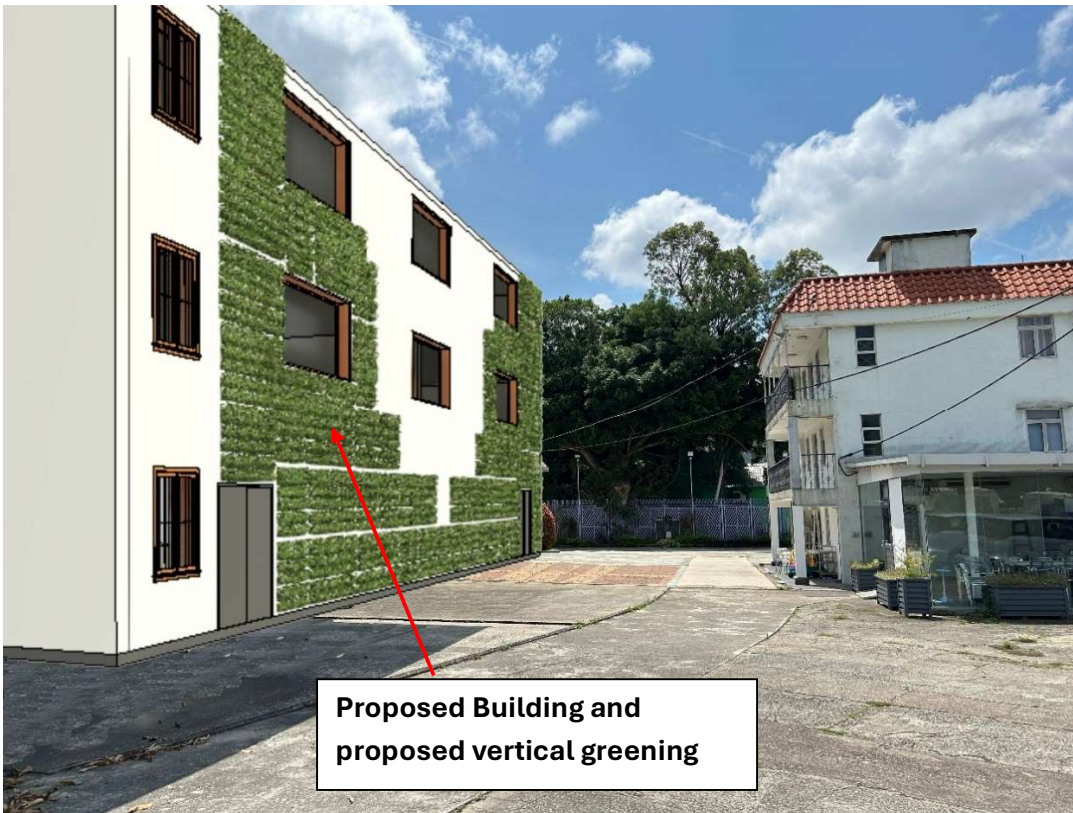
**Attachment 1**  
**Existing Condition of the Site and Proposed Development**





**Existing Temporary Structure  
and Peripheral Soft Shrub**

**Existing 3-storey Small House  
(Owned by the Applicant, but not within  
the Site under application)**



**Proposed Building and  
proposed vertical greening**





**Existing Temporary Structure and existing peripheral soft shrub planter**





**Proposed Building and proposed greening on the roof top (including vegetable, flowers and herbs)**

## **Attachment 2**

**MEMORANDUM**  
**AND**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**DKM CHRISTIAN FELLOWSHIP LIMITED**  
錦綉基督徒團契有限公司

Incorporated the 31st day of March, 2004.

Certified True Copy



Director, WONG PO FUNG

*Reprinted by*  
**SHEEN FRIENDSHIP LIMITED**  
in February, 2005





THE COMPANIES ORDINANCE (CHAPTER 32)

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**DKM CHRISTIAN FELLOWSHIP LIMITED**  
**錦綉基督徒團契有限公司**

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**SPECIAL RESOLUTIONS**

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Passed on the 21st day of December, 2004

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At an Extraordinary General Meeting of the Members of the Church held at its Registered Office on 21st December, 2004, the following resolutions were duly passed as special resolutions:—

- (1) That the 3rd Clause of Memorandum of Association of the Company be and it is hereby amended by:—
  - (a) inserting in sub-clause (o) after the word "donations" the word ", payments".
  - (b) inserting in the following sub-clause (l) after the sub-clause (k):—
    - (l) To grant, sell, convey, assign, surrender, exchange, partition, yield up, mortgage, demise, reassign, transfer or otherwise dispose of any lands, buildings, messuages, tenements, mortgages, debentures, funds, shares, or securities, which are for the time being vested in or belonging to the Church upon such terms as the Church may deem fit in furtherance of the objects of the Church.
  - (c) re-numbering sub-clauses (l) to (n) as sub-clauses (m) to (o).
  - (d) inserting in the following sub-clause (p) after the sub-clause (o):—

- (p) To raise money by subscription or other lawful means for the purposes of the Church.
  - (e) re-numbering sub-clauses (o) to (r) as sub-clauses (q) to (t).
- (2) That the Articles of Association of the Company be and it is hereby amended by:–
- (a) deleting the words "Clause 9 in the Memorandum" appearing in 1st line of Article No. 6. (a) and substituting thereof the words "Article 61 in the Articles".
  - (b) deleting the words "Sunday Morning" appearing in 1st line of Article No. 9. (b).
  - (c) deleting the words "Clause 9 in the Memorandum" appearing in 2nd and 3rd lines of Article No. 10. (c) and substituting thereof the words "Article 61 in the Articles".

(Sd.) WONG Po Fung

.....  
WONG Po Fung 黃步峯  
Chairman of the Meeting

No. 893083  
編號

( COPY )  
( 副 本 )

COMPANIES ORDINANCE  
(CHAPTER 32)  
香 港 法 例 第 3 2 章  
公 司 條 例

CERTIFICATE OF INCORPORATION  
公 司 註 冊 證 書

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I hereby certify that  
本人謹此證明

DKM CHRISTIAN FELLOWSHIP LIMITED  
錦 綉 基 督 徒 團 契 有 限 公 司

is this day incorporated in Hong Kong under the Companies Ordinance, and that  
於 本 日 在 香 港 依 據 公 司 條 例 註 冊 成 為  
this company is limited.  
有 限 公 司 。

Issued by the undersigned on 31 March 2004.  
本 證 書 於 二 〇 〇 四 年 三 月 卅 一 日 簽 發 。

(Sd.) MISS R. CHEUNG

.....  
for Registrar of Companies  
Hong Kong  
香港公司註冊處處長  
(公司註冊主任張潔心代行)

**THE COMPANIES ORDINANCE (CHAPTER 32)**

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**Company Limited By Guarantee  
And Not Having A Share Capital**

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**MEMORANDUM OF ASSOCIATION**

**OF**

**DKM CHRISTIAN FELLOWSHIP LIMITED**

**錦綉基督徒團契有限公司**

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1. The name of the Company is “DKM CHRISTIAN FELLOWSHIP LIMITED 錦綉基督徒團契有限公司” (hereinafter referred to as the “Church”).
2. The Registered Office of the Church will be situate in Hong Kong.
3. The objects for which the Church is established are:
  - (a) To pay respects to, worship and serve the Holy Father, Holy Son and Holy Spirit as true God and Blessed Trinity.
  - (b) To build up Christian Belief and Virtue in accordance with the truths in the Holy Bible.
  - (c) To preach the Gospel of Jesus Christ and call upon the people to accept Christ as their Saviour and Lord.
  - (d) To teach people to keep all that Jesus has commanded.
  - (e) To carry out, establish, construct, maintain, improve, manage and superintend, or to assist in the carrying out, establishment, construction, maintenance, improvement, management, or superintendence of churches, chapels, hospitals, centers and stations for charitable purposes.
  - (f) To establish, undertake, superintend administer, contribute to, amalgamate with, or otherwise assist any charitable institutions or undertakings sharing similar basis of belief Provided that none of the funds of the Church shall be paid to nor shall the Church be amalgamated with any such institution or undertaking which pays or



transfers directly or indirectly any part of its income or property by way of dividend, bonus, or otherwise howsoever by way of profit to its members.

- (g) To promote, support, contribute to or otherwise assist any Christian activities or acts of charity (which acts shall include such acts shown to the member(s) of the Church) as the Council of the Church may from time to time think fit.
- (h) To admit any persons to be members of the Church on such terms, and to confer on them such rights and privileges as may seem expedient.
- (i) To hire and employ all classes of persons (including the members of the Church) considered necessary for the purpose of the Church and to pay to them and to other persons in return for services rendered to the Church, salaries, wages, gratuities and pensions.
- (j) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property which may be deemed necessary or convenient for any of the purposes of the Church. To construct, maintain, develop and alter any houses, buildings, lands or works necessary or convenient for the purposes of the Church.
- (k) To sell, manage, lease, mortgage, charge, dispose of, or otherwise deal with all or any part of the property of the Church.
- (l) To grant, sell, convey, assign, surrender, exchange, partition, yield up, mortgage, demise, reassign, transfer or otherwise dispose of any lands, buildings, messuages, tenements, mortgages, debentures, funds, shares, or securities, which are for the time being vested in or belonging to the Church upon such terms as the Church may deem fit in furtherance of the objects of the Church.
- (m) To borrow any money required for the purposes of the Church upon such terms and on such securities as may be determined.
- (n) To invest the moneys of the Church not immediately required upon such securities or otherwise in such manner as may from time to time be determined.
- (o) To draw, make, accept, indorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, cheques and other negotiable or transferable instruments.
- (p) To raise money by subscription or other lawful means for the purposes of the Church.
- (q) To accept and receive offerings, donations payments and gifts (of whatever nature or kind) and bequests to the Church.

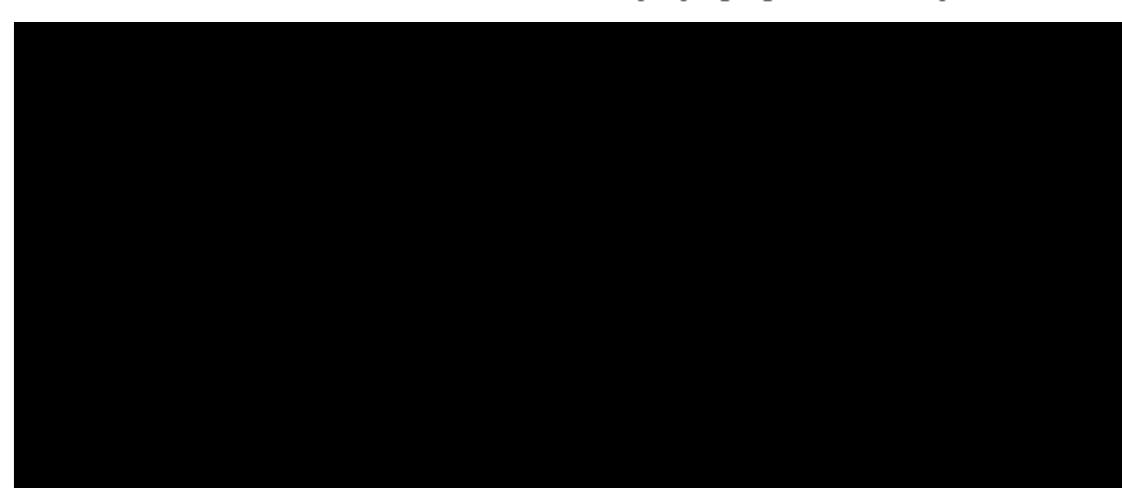
- (r) To refrain from having any connection with any political body or party.
  - (s) To carry on and do any of the above matters and things either alone or in conjunction with others and either as principal or agent or otherwise.
  - (t) To do all such other lawful things as are incidental or conducive to the attainment of all or any of the objects set out above.
4. The income and property of the Church, whencesoever derived, shall be applied solely towards the promotion of the objects of the Church as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit to the members of the Church. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Church, or to any member of the Church, in return for any service actually rendered to the Church, nor prevent the payment of interest at a rate not exceeding the prevailing rate applicable to Hong Kong dollar savings account on money lent or reasonable and proper rent for premises demised or let by any member to the Church; but so that no member of the Council or Governing Body of the Church shall be appointed to any salaried office of the Church, or any office of the Church paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Church to any member of such Council or Governing Body except repayment of out-of pocket expenses and interest at the ratio aforesaid on money lent or reasonable and proper rent for premises demised or let to the Church.
5. The liability of the members is limited.
6. Every member of the Church undertakes to contribute to the assets of the Church in the event of the same being wound up during the time that he or she is a member or within one year afterwards for payment of the debts and liabilities of the Church contracted before the time at which he or she ceased to be a member, and of the costs, charges, and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding the sum of ten dollars.
7. If upon the winding up of the Church there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Church, but shall be given or transferred to some other charity or charities having objects similar to the objects of the Church, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent as least as great as is imposed on the Church under or by virtue of Clause 4 hereof, such charity or charities to be determined by the Council of the Church before the time of dissolution, or in default thereof by such judge of the High Court of Hong Kong Special Administrative Region as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Church and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Church, and subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations of the Church for the time being, shall be open to the inspection of the members. Once at least in every year the accounts of the Church for the time being, shall be open to the inspection of the members. Once at least in every year the accounts of the Church shall be examined and the correctness of the Balance Sheet ascertained by one or more authorised auditor or auditors.

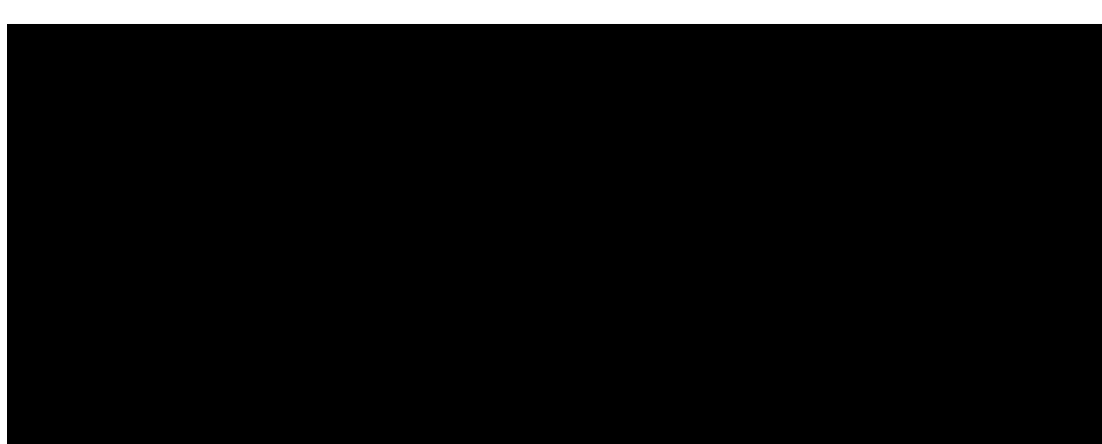
We, the several persons whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association :—

Names, Addresses and Descriptions of Subscribers

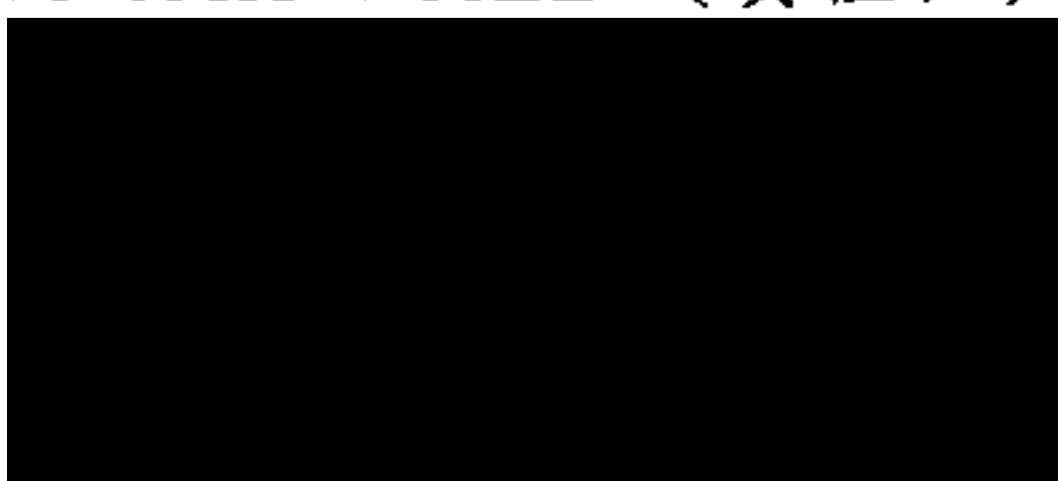
(Sd.) WONG PO FUNG  
WONG PO FUNG (黃步峯)



(Sd.) CHAN WAI YEE, KENT  
CHAN WAI YEE, KENT (陳偉兒)



(Sd.) WONG JAK WALL  
WONG JAK WALL (黃植和)



(Sd.) HENRIK MELDGAARD CHRISTENSEN  
HENRIK MELDGAARD CHRISTENSEN



Dated the 9th day of March, 2004.  
WITNESS to the above signature(s) :

AU HUNG KWAN



**THE COMPANIES ORDINANCE (CHAPTER 32)**

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**Company Limited By Guarantee  
And Not Having A Share Capital**

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**ARTICLES OF ASSOCIATION**

**OF**

**DKM CHRISTIAN FELLOWSHIP LIMITED**

**錦綉基督徒團契有限公司**

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**PRELIMINARY**

1. In these Articles:-

- (a) “The Ordinance” means the Companies Ordinance (Chapter 32) of the Revised Edition and any modification and amendment or re-enactment thereof.
- (b) Table C of the Companies Ordinance shall not apply.
- (c) “The Church” means “DKM CHRISTIAN FELLOWSHIP LIMITED 錦綉基督徒團契有限公司”.
- (d) “The Council” means the Board of directors.
- (e) “Council members” means the directors.
- (f) Words importing the singular number shall include the plural and vice versa.
- (g) Words importing the masculine gender shall include the feminine gender.
- (h) Words importing persons shall include corporation.
- (i) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Ordinance or any

statutory modification thereof in force at the date at which these Articles become binding on the Church.

### **OBJECTS**

2. The Church is established for the purposes set out in the Memorandum of Association.

### **MEMBERS**

3. For the purpose of registration, the number of members of the Church is declared to be unlimited.
4. The subscribers to the Memorandum of Association and such other persons as the Council shall admit to membership shall be members of the Church.
5. When any person desires to be admitted to membership of the Church he must sign and deliver to the Church an application for admission framed in such terms as the Council shall require.
6. No person shall be admitted as a member of the Church unless :—
  - (a) He accepts each of the Belief as set out in Article 61 in the Articles of Association; and
  - (b) He has been approved by the Council as being one suitable to be admitted to membership of the Church.

The Council shall have full discretion to the admission of any person to membership.

7. The rights and privileges of each and every member shall be personal and shall not be transferable by his own act or by operation of law.
8. Every member shall exercise the best of his ability to promote the objects of the Church, and shall observe all regulations and by-laws of the Church.
9. Subject to Article 11 herein
  - (a) any member may apply to withdraw his membership from the Church by giving one month's notice in writing to the Honorary Secretary of the Council of his intention so to do, and upon the expiration of the notice the Council may, unless with reasons to the contrary, approve his application and he shall cease to be a member of the Church from a date specified by the Council.
  - (b) Any member not attending the regular Meeting of the Church for a period of one year shall at the expiration of such a year be deemed to have applied to withdraw his membership from the Church and the



Council may deal with such application in the manner as provided in Article 9(a) herein UNLESS within 14 days' after the expiration of such a year he has explained his absence to the Council in writing with good cause shown to the satisfaction of the Council.

10. A person may be excommunicated from the Church and removed from the Register of Members (with retrospective effect if necessary) from a date specified by the Council if whilst being a member he is guilty of any of the following excommunicable wrongs, namely :-
- (a) he has been convicted by a court of law of an offence involving moral turpitude which in the opinion of the Council justified excommunication or
  - (b) he has been leading a life that in the opinion of the Council renders him no longer able to bear testimony as a Christian or
  - (c) he has in the opinion of the Council failed to observe or accept any of the statements of the faith, or each of the Belief as set out in Article 61 in the Articles of Association, or
  - (d) his behaviour or conduct has been in the opinion of the Council dishonourable or improper or injurious to the interest, benefit, character, or good name of the Church.

PROVIDED that before any person shall be excommunicated from the Church and removed from the Register of Members, he shall be given an opportunity to attend before the Council in order to show cause why he should not be removed from the Register of Members and shall be given advice calling from repentance, and shall either have failed to give a satisfactory reason as to why he should not be removed from the Register of Members or shall have rejected or disobeyed the advice tendered PROVIDED FURTHER that no member may be excommunicated from the Church without the approval of all of the Members for the time being of the Council PROVIDED FURTHER that in the event of a member being excommunicated from the Church the Council shall have full right and liberty to notify all members of the Church and all other Christian Churches or organisations of such excommunication and the reasons thereof PROVIDED FURTHER that the decision of excommunication of the Council shall not take effect until the expiration of one month from the date of the member affected is informed of the same in order that he may appeal to the members of the Church in an extraordinary general meeting held in accordance with the articles provided herein.

11. Any person ceasing to be a member for any reason may, with the approval of the Council, apply to become a member again.

### **GENERAL MEETINGS**

12. A General Meeting shall be held once in every calendar year at such time (not

being more than fifteen months after the holding of the last preceding General Meeting) and at such place as the Council may from time to time determine.

13. The Honorary Secretary of the Council shall give at least twenty-one days notice in writing to all members of the Church announcing the date of the Annual General Meeting.
14. Business of the Annual General Meeting will be:-
  - (a) To confirm minutes of the previous General Meetings and to discuss matters arising therefrom;
  - (b) To receive and approve the Statement of Accounts audited;
  - (c) To appoint Auditors for the ensuing year and to fix their remuneration; and
  - (d) To elect (when necessary) Members of the Council.
15. An Extraordinary General Meeting may be convened:-
  - (a) By the Council;
  - (b)
    - (i) At the request in writing of members of the Church representing not less than one-fifth of the total registered members at the date of the deposit of the requisition.
    - (ii) The requisition must state the reasons and the objects of the meeting, and must be signed by the requisitionists and deposited at the registered office of the Church.
16. An Extraordinary General Meeting shall be convened within 21 days upon receipt of the requisition and the Honorary Secretary of the Church shall notify all members in writing in this connection not later than 14 days before the meeting.
17. The accidental omission to give notice of a meeting or failure to observe the prescribed period for such a notice to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceedings of any meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

18. Subject to Article 19 herein, no business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; until otherwise determined by the Church in general meeting, the quorum shall be half of the members for the time being of the Church.
19. If within half an hour from the time appointed for the meeting a quorum is not



present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

20. The Chairman of the Council and in his absence, the Honorary Treasurer shall preside as Chairman at every general meeting of the Church. If at any meeting the Chairman or Honorary Treasurer shall not be present within 20 minutes after the time appointed for holding the meeting, one of the Members of the Council shall preside, or if no such Member be present or willing to take the chair, the members present shall choose one of their members to be Chairman.
21. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
22. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least three members present in person entitled to vote and, unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Church, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
23. If a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
24. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting, at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
25. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

#### **VOTES OF MEMBERS**

26. Every member shall have one vote.
27. A member of unsound mind, or in respect of whom an order has been made by

any court having jurisdiction in lunacy, shall not be entitled to vote.

28. No member shall be entitled to vote at any general meeting unless all moneys presently due and payable by him to the Church have been paid.
29. No member shall be entitled to appoint a proxy to act on his behalf.

### **COUNCIL**

30. The number of Members in Council shall not be less than two nor more than twenty.
31. Members of the Council must be members of the Church and shall hold office for life unless they vacated in terms of Article 46 herein.
32. The persons hereinafter named shall be the First Members of the Council, that is to say:—

WONG PO FUNG	(黃步峯)
CHAN WAI YEE, KENT	(陳偉兒)
WONG JAK WALL	(黃植和)
HENRIK MELDGAARD CHRISTENSEN	

who shall hold office for life unless they vacate in terms of Article 46 herein.

33. The Council shall elect among themselves one Chairman, one Honorary Secretary and one Honorary Treasurer and other offices as the Council may deem fit Provided that a member of the Council may hold more than one offices Provided Further that the First Chairman shall be Wong Po Fung (黃步峯) Provided Further that the First Honorary Secretary shall be Chan Wai Yee, Kent (陳偉兒) Provided Further that the First Honorary Treasurer shall be Chan Wai Yee, Kent (陳偉兒). The persons elected shall hold office for life unless they vacate in terms of Article 46 herein.
34. The Chairman may preside at all meetings of the Church.
35. The Honorary Treasurer shall deputise for the Chairman in the latter's absence.
36. The Honorary Secretary shall keep all records, except financial, of the Church, and shall be responsible for their correctness. He shall keep minutes of all general and Council meetings.
37. The Honorary Treasurer shall keep all funds and collect and disburse all moneys on behalf of the Church and shall keep an account of all monetary transactions, and shall be responsible for their correctness. All moneys received by the Honorary Treasurer shall be paid into bank to be decided by the Council. The Honorary Treasurer may be authorised by the Council to have an amount of petty cash for sundry expenses.

38. The Council shall be the supreme authority of the Church when the general meeting is not being held.

### **NOMINATION AND ELECTION OF MEMBERS OF THE COUNCIL**

39. Subject to Article 46 herein, election of the Members of the Council when necessary is to take place at any general meeting of the Church in accordance with the regulations stated below:—
- (a) One month before the general meeting, the Council shall nominate a list of persons to new Members of the Council and the same shall be sent to each of the registered members.
  - (b) On receipt of the list mentioned in (a) above, any member who is disagreeable with any proposed person in the list may, not later than two weeks before the date of general meeting, lodge his objection at the registered office of the Church.
  - (c) On receipt of the objection and after due consideration thereof, the Council may or may not nominate another person in place of the one being objected.

### **DUTIES AND POWERS OF THE MEMBERS OF THE COUNCIL**

40. The Members of the Council shall meet not less than once every six months for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit and determine the quorum necessary for the transaction of business. Until otherwise determined, three quarters of the Members for the time being of the Council shall constitute a quorum. Questions or resolutions arising at any meeting shall be decided unanimously by Members of the Council present at the meeting. A Member of the Council may, and the Honorary Secretary on the requisition of a Member of the Council shall, at any time summon a meeting of the Council.
41. The Council shall be responsible for:—
- (a) setting up policies of the Church;
  - (b) executing or implementing the matters decided in the general meetings;
  - (c) running of the Church;
  - (d) appointing preacher and other workers, and fixing their salaries and the areas of their duties;
  - (e) approving applications for membership;
  - (f) managing the financial affairs of the Church
  - (g) framing by-laws for the running of the Church ;and



- (h) furnishing an annual report which shall include a financial statement and a financial budget.
- 42. The Council shall be entrusted with the general management and carrying on of business of the Church, and shall have full power to do all such acts and things and enter into all such contracts and engagements on behalf of the Church as it may consider necessary or desirable and may also appoint and remove or suspend any preachers, officers, clerks, accountants, agents, servants and to other employees.
- 43. The Council in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them may exercise all such powers and do all such acts and things as may exercised or done by the Church in General Meeting subject nevertheless to provisions of the Companies Ordinance (Chapter 32), to these Articles, and to any regulations from time to time made by the Church in General Meeting, provided that no such regulation so made shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.
- 44. Without prejudice to the general powers conferred by the preceding Articles and the other powers conferred by these Articles, it is hereby expressly declared that the Council shall have the following powers, that is to say, power:-
  - (a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Church.
  - (b) To purchase or otherwise acquire for the Church or sell or otherwise dispose of any property, rights or privileges which the Church is authorised to acquire at such price and generally on such terms and conditions as they shall think fit.
  - (c) To engage, dismiss and fix the salaries or emoluments of the employees of the Church.
  - (d) To institute, conduct, defend, compromise or abandon any legal proceedings by or against the Church or its officers, or otherwise concerning the affairs of the Church, and also to compound and allow time for payment or satisfaction of any debts due to, and of any claims or demands by or against the Church.
  - (e) To refer any claims or demands by or against the Church to arbitration and observe and perform the awards.
  - (f) To make and give receipts, releases and other discharges for moneys payable to the Church, and for claims and demands of the Church.
  - (g) To invest, lend or otherwise deal with any of the moneys or property of the Church in such manner as they think fit having regard to the Church's Memorandum of Association and from time to time to vary or realise any such investment.

- (h) To borrow money on behalf of the Church, and to pledge, mortgage, charge or hypothecate any of the property of the Church.
  - (i) To open current and saving accounts with any bank or banks for the Church and to advance any money to the Church with or without interest and upon such terms and conditions as they shall think fit.
  - (j) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Church as they may consider expedient for, or in relation to, any of the matters aforesaid, or otherwise for the purposes of the Church.
  - (k) To sell, improve, manage, exchange, lease, let, mortgage, charge or turn to account all or any part of the land, property, rights and privileges of the Church.
  - (l) From time to time provide for the management of the affairs of the Church abroad in such manner as they think fit, and in particular to appoint any persons to be the attorneys or agents of the Church with such powers (including power to sub-delegate) and upon such terms as they think fit.
  - (m) From time to time to make, vary or repeal rules any by-laws for the regulation of the business of the Church, its officers and servants.
  - (n) To delegate any or all of the powers herein to any member of the Council or other person or persons as the Council may at any time think fit.
  - (o) To appoint any person or persons to be the preacher or preachers or other office bearer or bearers of the Church either for a fixed term or without any limitation as to the period for which they are to hold such office in such terms remuneration Or other benefits as the Council shall think fit.
45. In case the office of the Chairman becomes vacant the Honorary Treasurer shall become the acting Chairman until the Council elect among themselves a new Chairman.

### **DISQUALIFICATION OF MEMBERS OF THE COUNCIL**

46. The office of Member of the Council shall be vacated in the following events:—
- (a) If the Member should be absent from the regular meetings of the Council for twelve months without having given any reasonable excuse in writing to the Council at the earliest opportunity, the office of such Member shall be vacated; or
  - (b) If he has been convicted by a court of law of an offence involving moral turpitude which in the opinion of The Council justifies removal from

office or if he is leading a life that in the opinion of the Council renders him no longer able to bear testimony as a Christian or if he has in the opinion of the Council failed to observe any of the statement of faith, regulations or by laws of the church or if his behaviour or conduct has been in the opinion of the Council dishonourable or improper or injurious to the interest, benefit, character, or good name of the Church AND he shall either have failed to give satisfactory reason as to why he should not be removed from office or shall have rejected or disobeyed the advice calling for repentance given by the Council AND by a resolution passed by a three quarters of the other members for the time being of the Council for such removal; or

- (c) If he is found lunatic or becomes of unsound mind; or
- (d) If by notice in writing to the Church he resigns his office; or
- (e) If he becomes prohibited from being a Member of the Council by reason of any order made under Section 275 of the Ordinance; or
- (f) If he ceases to be a member of the Church.

PROVIDED THAT in case of all Members of the Council vacate their offices the Church may by ordinary resolution nominate and elect an adhoc committee to prepare for the nomination and election of new Council Members to be held at the next extraordinary general meeting of the Church.

#### **APPOINTMENT OF ELDERS & DEACONS**

- 47. (a) Any members of the Church may be appointed to be Deacon or Elder of the Church by the Chairman of the Council. The aforesaid appointment shall be made by the laying of hands at a congregational meeting on Sunday specially convened for such purpose.
- (b) Any Deacon or Elder so appointed shall cease to be the same if he ceases to be member of the Church.

#### **ACCOUNTS**

- 48. The Council shall cause proper books of account to be kept with respect to:–
  - (a) all sums of money received and expended by the Church and the matters in respect or which such receipts and expenditure take place;
  - (b) all sales and purchases of goods, lands and other things whatsoever by the Church; and
  - (c) the assets and liabilities of the Church.
- 49. At the Annual General Meeting in every year the Council shall lay before the

members a proper Income and Expenditure Account for the period since the last preceding account made up to a date not more than nine months before such meeting, together with a proper Balance Sheet made up as at the same date. Every such Balance Sheet shall be accompanied by proper reports of the Council and Auditors, and copies of such account, Balance Sheet and Report and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than seven clear days before the date of the Meeting be sent to the Auditors and to all other persons entitled to receive notices of General Meeting.

### **AUDIT**

50. Auditors shall be appointed and their duties regulated in accordance with Sections 131,140 and 141 of the Ordinance.

### **ALTERATIONS TO ARTICLES**

51. The Articles shall not be altered except by a special resolution at a General Meeting.

### **THE SEAL & CHEQUES**

52. The seal of the Church shall not be affixed to any instrument except by the authority of a resolution of the Council, and in the presence of the Chairman or such other members of the Council as the Council may appoint for the purpose; and the Chairman or such other members of the Council as aforesaid shall sign every instrument to which the seal of the Church is so affixed in their presence.
53. Unless otherwise determined by the Council, all cheques, bills of exchange, promissory notes and other negotiable instruments issued or required, to be signed, endorsed or accepted or otherwise negotiated by the Church shall be signed by two Members of the Council appointed by the Council.

### **NOTICES**

54. A notice may be given by the Church to any member either personally or by sending it by ordinary post to his registered address, or (if he has no registered address within Hong Kong) to the address, if any, within Hong Kong supplied by him to the Church for the giving of notices to him.
55. When a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of twenty-four hours after the letter containing the same is posted.
56. Provided that a notice addressed generally "to all members" of the Church and posted once on the notice board of the Church on any Sunday shall be deemed to be well served on them at the expiration of forty-eight hours after it is so posted up.

57. Notices of every general meeting shall be given in the same manner hereinbefore authorized to (a) every member except those members who (having no registered address within Hong Kong) have not supplied to the church an address within Hong Kong for the giving of notices to them, and (b) the auditors for the time being of the Church. No other persons shall be entitled to receive notices of general meetings.

### **WINDING UP**

58. The provision of Clause 7 of the Memorandum of Association relation to the winding up or the dissolution of the Church shall have effect and be observed as if the same are repeated in these Articles.

### **Exclusion**

59. The Seventh Schedule to the Companies Ordinance (Chapter 32) shall not apply to this Church of charitable organization.

### **Secretary**

60. The first Secretary of the Company shall be SHEEN FRIENDSHIP LIMITED who may resign from this office upon giving notice to Company of such intention and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

### **Basis of Belief**

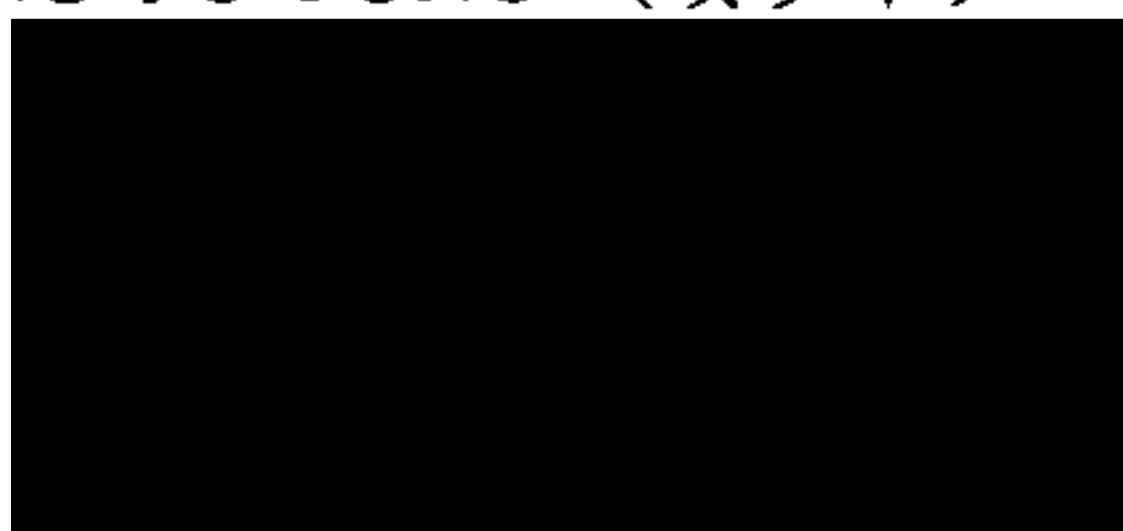
61. (a) The unity of the Holy Father, Holy Son, and Holy Spirit in the Godhead.
- (b) The sovereignty of God in creation, revelation, redemption and final judgment.
- (c) The divine inspiration and entire trustworthiness of the Holy Scripture, as originally given and its supreme authority in all matters of faith and conduct.
- (d) The universal sinfulness and guilt of all men since the Fall, rendering them subject to God's wrath and condemnation.
- (e) That Jesus was tempted like we are, but that He never committed sin and believers can follow Jesus' footsteps and live their personal lives in victory over sin.
- (f) The bodily resurrection of the Lord Jesus Christ from the dead and His ascension to the right hand of God the Father.
- (g) The presence and power of the Holy Spirit in the work of regeneration.
- (h) The forgiveness of sins through Jesus' death.



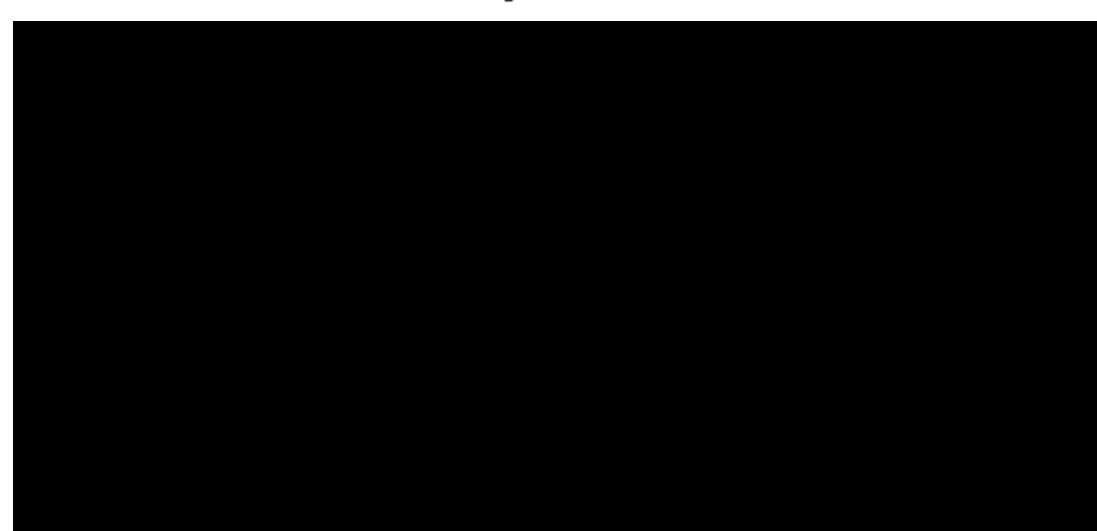
- (i) The gift of eternal life through Jesus Christ.
- (j) The indwelling and work of the Holy Spirit in the believer.
- (k) The one Holy Universal Church which is the Body of Christ.
- (l) The expectation of the personal return of the Lord Jesus Christ.

Names, Addresses and Descriptions of Subscribers

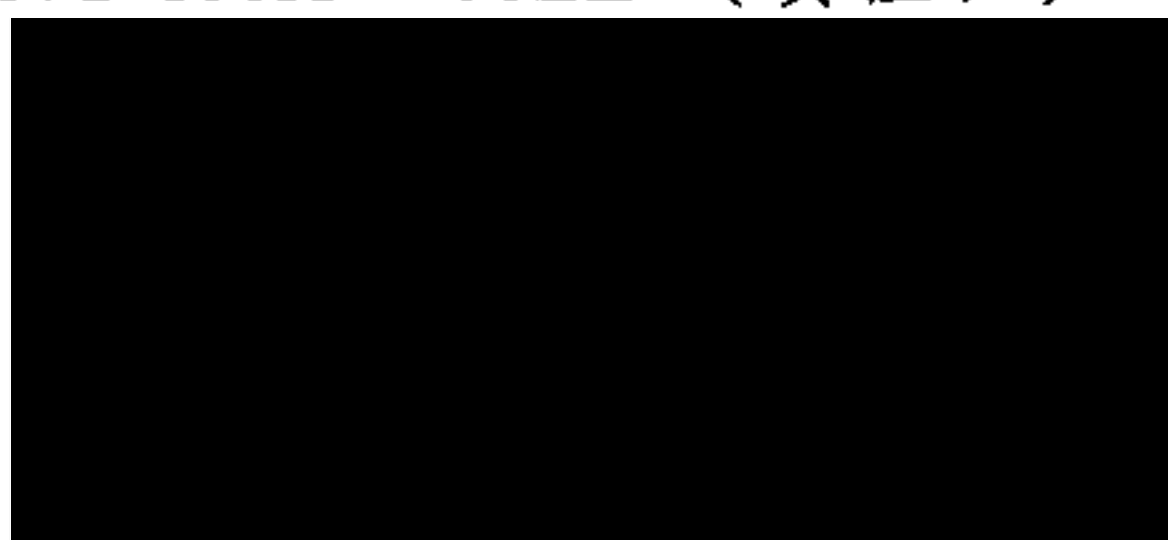
(Sd.) WONG PO FUNG  
WONG PO FUNG (黃步峯)



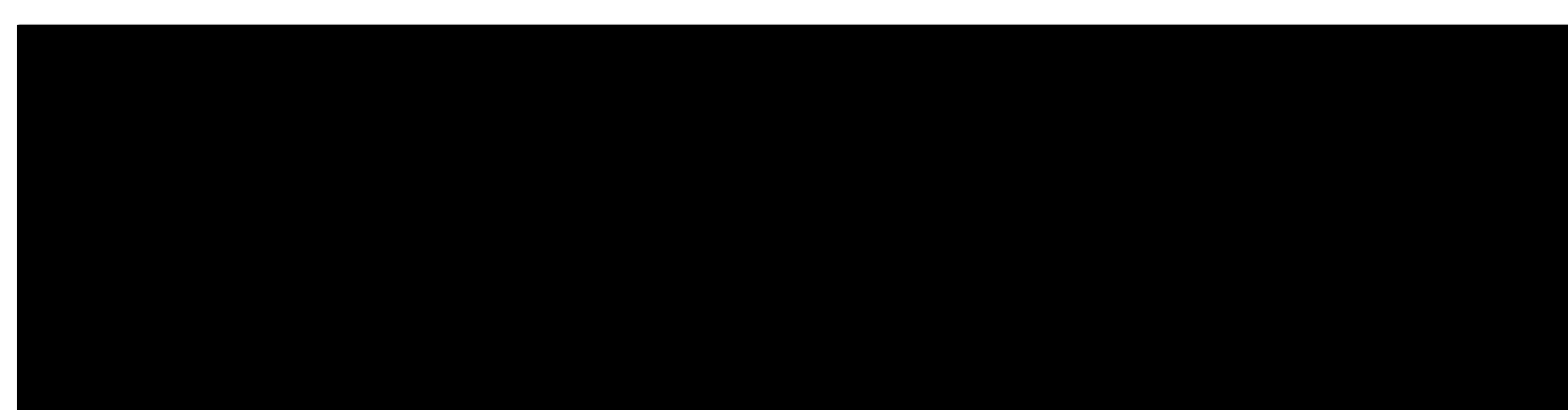
(Sd.) CHAN WAI YEE, KENT  
CHAN WAI YEE, KENT (陳偉兒)



(Sd.) WONG JAK WALL  
WONG JAK WALL (黃植和)

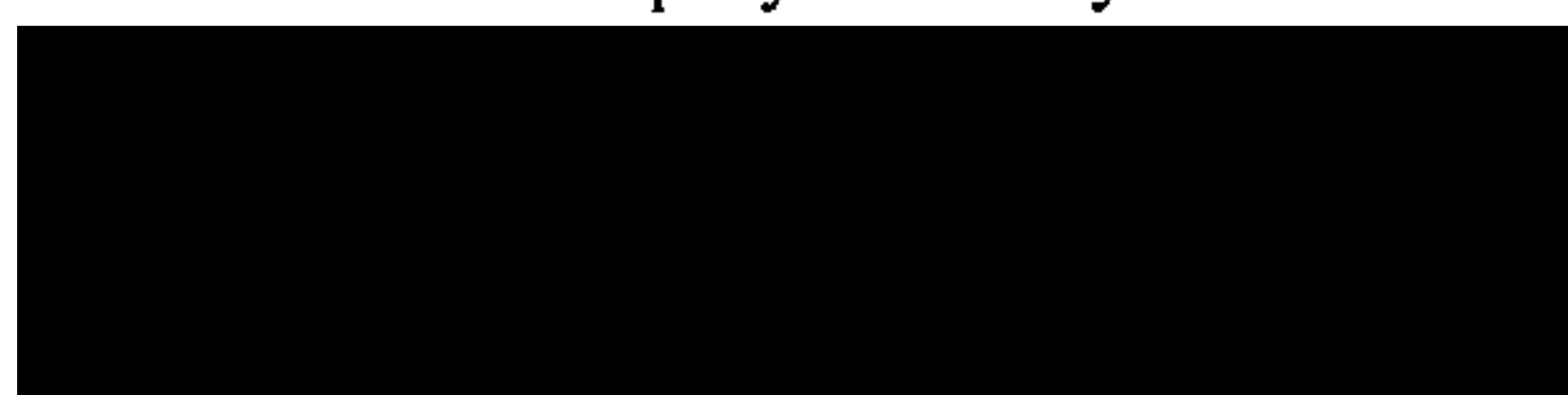


(Sd.) HENRIK MELDGAARD CHRISTENSEN  
HENRIK MELDGAARD CHRISTENSEN

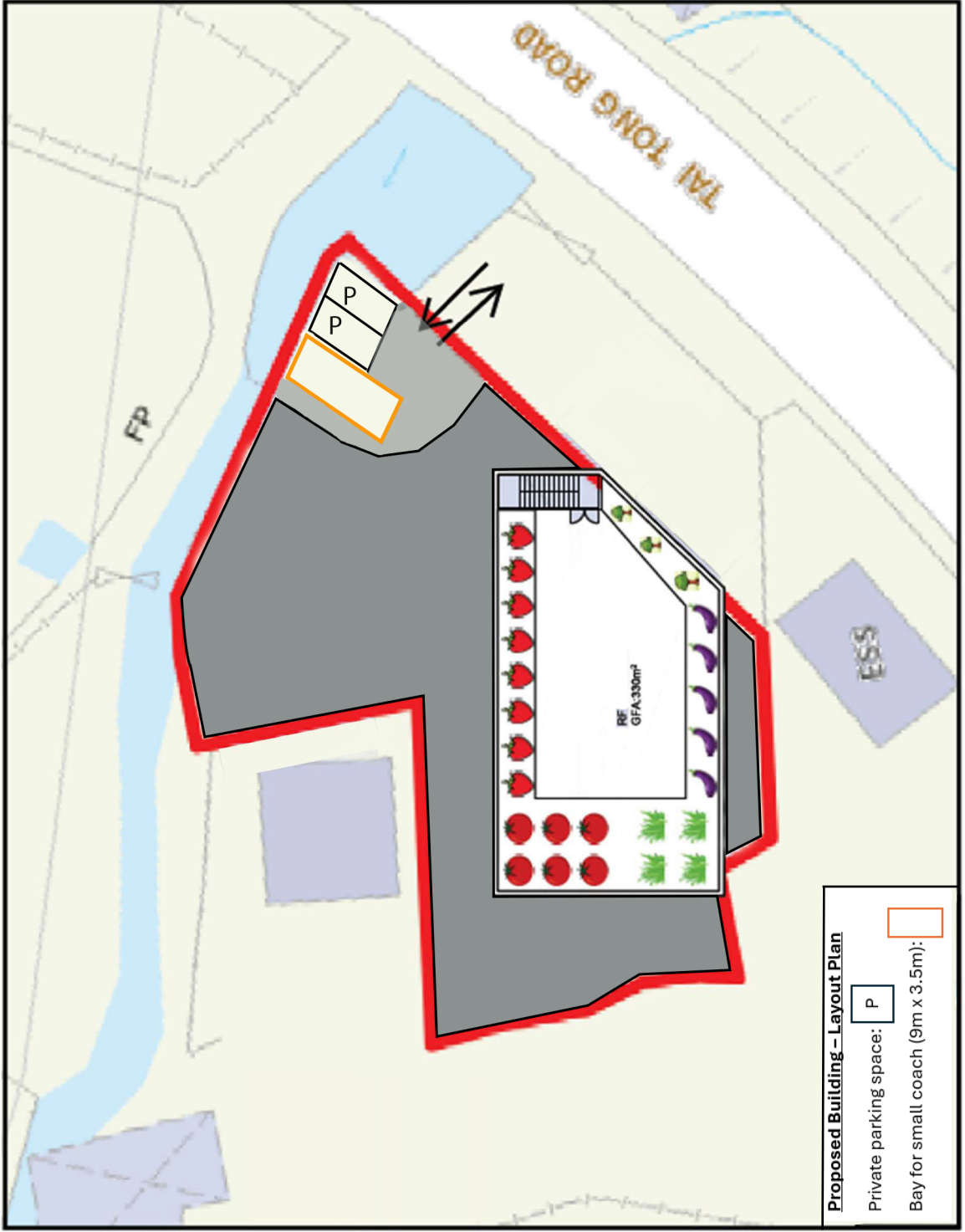


Dated the 9th day of March, 2004.  
WITNESS to the above signature(s):

AU HUNG KWAN  
Company Secretary



### **Attachment 3**



**Proposed Building – Layout Plan**

Private parking space:

P



Bay for small coach (9m x 3.5m):