

MEMORIAL of an instrument to be registered in the Land Registry  
under the Land Registration Ordinance

依據土地註冊條例在土地註冊處註冊的文書之註冊摘要

註冊摘要編號  
Memorial No.:  
13061700630028

接獲日期  
(日/月/年)  
Received On  
(DD/MM/YYYY):  
17/06/2013

Solicitors Code of lodging firm 交付文書律師行的律師代號	Registration Fee 註冊費用	Please tick the appropriate box 請選擇合適方格					Other (please specify) 其他 (請註明)
		<input type="checkbox"/> \$210	<input type="checkbox"/> \$230	<input type="checkbox"/> \$450	<input type="checkbox"/> \$1000	<input checked="" type="checkbox"/> \$2000	\$
00030701	Nature and object of the instrument 文書的性質及目的						
SUB-DEED OF MUTUAL COVENANT (as per plan) (in triplicate)							

Premises affected by the instrument 受文書影響的處所	Property Reference Number (if any) 物業參考編號 (如有的話)
	PRN Numbers of all affected units
	Address (if applicable; including the address in the Chinese language, if known) 地址 (如適用, 包括所知悉的中文地址) Amalfi, 8 Amalfi Drive, Area N1d, Phase 14, Discovery Bay City, Lantau Island, New Territories
	Undivided Shares (if any) 所佔的不分割份數 (如有的話) —
Lot Number(s) 地段編號 THE REMAINING PORTION OF LOT NO.385 IN DEMARCATION DISTRICT NO.352 AND THE EXTENSIONS THERETO	

Date of instrument 文書日期	31 / 5 / 2013 Day 日 Month 月 Year 年	Consideration 代價 N/A
Names of parties (including the names in the Chinese language, if known) 各方的姓名或名稱 (包括所知悉的中文姓名或名稱)	In case of change of ownership, please specify Identification Numbers of parties (Identity Card No./Travel Document No./Company No./etc.) 如涉及業權轉變, 請註明各方的身分識別號碼 (身分證號碼、旅行證件號碼、公司編號等)	Status of parties (Assignor/Assignee/ etc.) 各方的身分 (出讓人、受讓人等)
HONG KONG RESORT COMPANY LIMITED (香港興業有限公司) CHIENG WARTON WAI TING (錢蔚霆) DISCOVERY BAY SERVICES MANAGEMENT LIMITED (愉景灣服務管理有限公司)	Company Registration No. 33740 HK ID Card No. Z419328(9) Company Registration No. 79740	Registered Owner First Purchaser Manager
Memorial number (including district code identifier, if applicable) of transaction satisfied 就交付的文書之註冊摘要編號 (包括地區編號代號, 如適用)	N/A	Stamp Office Instrument Reference No. 印花稅署文書編號 Nil
		Stamp Duty 印花稅 \$ Nil

On this 13th day of June 2013 I (name) **LUO JIAYUN**  
於 20 年 月 日, 本人 (姓名)  
of (name of solicitors firm) **KAO, LEE & YIP** Hong Kong, Solicitor  
為 (律師行名稱) 的香港律師

hereby certify that the foregoing Memorial contains a just and true account of the several particulars therein set forth as required by the Land Registration Regulations.  
在此核實上述註冊摘要, 是錄載其內所列各項詳情的確當真實敘述, 以符合《土地註冊規例》的規定。

Stopped Deed

Scanning Date : 27 Jun 2013

**THIS SUB-DEED OF MUTUAL COVENANT** is made this 31st day of May 2013

**BETWEEN :-**

- (1) **HONG KONG RESORT COMPANY LIMITED ( 香港興業有限公司 )** whose registered office is situate at 23<sup>rd</sup> Floor, China Merchants Tower, Shun Tak Centre, Nos.168-200 Connaught Road Central, Hong Kong (hereinafter called "the Registered Owner") of the first part;
- (2) **CHIENG WARTON WAI TING ( 錢蔚霆 )** of Unit A, 5<sup>th</sup> Floor, Block 3 (Amalfi Three), Amalfi, 8 Amalfi Drive, Area N1d, Phase 14, Discovery Bay City, Lantau Island, Hong Kong (hereinafter called "the First Purchaser" which expression shall where the context so admits include his executors administrators and assigns) of the second part; and
- (3) **DISCOVERY BAY SERVICES MANAGEMENT LIMITED ( 愉景灣服務管理有限公司 )** whose registered office is situate at 23<sup>rd</sup> Floor, China Merchants Tower, Shun Tak Centre, Nos.168-200 Connaught Road Central, Hong Kong (hereinafter called "the Manager" which expression shall have the meaning assigned to it in Recital (1)(a) of "the Principal Deed") of the third part.

**W H E R E A S :-**

- (1) This Sub-Deed of Mutual Covenant (hereinafter called "this Sub-Deed") is supplemental to a Deed of Mutual Covenant dated the 30th day of September 1982 and registered in the Land Registry by Memorial No.IS112018 (hereinafter called "the Principal Deed").
- (2) In this Sub-Deed :-
  - (a) The expressions contained in Recital (1)(a) of the Principal Deed shall apply to this Sub-Deed whenever the context permits.



- (b) The expressions following shall have the following meanings ascribed to them whenever the context permits :-

"Authorized Person"

Mr. Kenneth TH Chau of CYS Associates (Hong Kong) Limited and this expression shall include any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance (Cap. 123) for the time being appointed by the Registered Owner in his place.

"Mid-rise Buildings"

Three (3) mid-rise buildings erected or to be erected in the Village in accordance with the Master Plans with multiple residential units therein and to be known as "Amalfi ( 津 堤 )" comprising Block 1 (Amalfi One), Block 2 (Amalfi Two) and Block 3 (Amalfi Three).

"Mid-rise Building Common Areas for Blocks 1, 2 and 3"

Shall mean and include all those areas or parts of the Village, intended to serve the Mid-rise Buildings as a whole and not for the exclusive use or benefit of any individual Mid-rise Building. For the purpose of identification (and where possible), the Mid-rise Building Common Areas for Blocks 1, 2 and 3 are shown coloured Grey on the plans annexed hereto.

"Mid-rise Building Common Areas for Block 1" Shall mean and include landscaped area, portion of fence wall (located within the landscaped area of Block 1), passages, staircases, corridors, landings, planters, voids, lift shafts, lift pits, portions of roofs (other than those held or intended to be held together with a Residential Unit), flat roofs (other than those held or intended to be held together with a Residential Unit), pitched roofs and upper roofs and the external walls serving Block 1 (other than window, balance flue and any installations, fixtures intended to serve individual Residential Units), lift lobbies, mail delivery room, management counter, entrance lobby, elevators, all intended to serve Block.1 For the purpose of identification (and where possible), the Mid-rise Building Common Areas for Block 1 are shown coloured Light Indigo on the plans annexed hereto.

"Mid-rise Building Common Areas for Blocks 2 and 3" Shall mean and include landscaped area, management counter, passages, staircases, corridors, landings, planters, lightwells, voids, mail delivery room, lift shafts, lift pits, lift lobbies, entrance lobbies, elevators, wider common

corridors and lift lobbies, portions of roofs (other than those held or intended to be held together with a Residential Unit), flat roofs (other than those held or intended to be held together with a Residential Unit), pitched roofs and upper roofs and the external walls serving either Block 2 or Block 3 (other than window, balance flue and any installations, fixtures intended to serve individual Residential Units), all intended to serve Blocks 2 and/or 3. For the purpose of identification (and where possible), the Mid-rise Building Common Areas for Blocks 2 and 3 are shown coloured Red on the plans annexed hereto.

"Mid-rise Building Common Areas"	Shall mean and include Mid-rise Building Common Areas for Blocks 1, 2 and 3, Mid-rise Building Common Areas for Block 1 and Mid-rise Building Common Areas for Blocks 2 and 3.
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"Mid-rise Building Common Facilities for Blocks, 1, 2 and 3"	Shall mean and include :-  (a) Transformer Room(s) and main switch room intended for the communal use and benefit of the Mid-rise Buildings as a whole and not for the exclusive use or
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benefit of any individual Mid-rise Building.

(b) Communal television antennae (if any) for the use and benefit of the Mid-rise Buildings as a whole and not for the exclusive use or benefit of any individual Mid-rise Building.

(c) Any other facilities and devices installed for the communal use and benefit of the Mid-rise Buildings as a whole and not for the exclusive or benefit of any individual Mid-rise Building.

"Mid-rise Building Common Shall mean and include:  
Facilities for Block 1"

(a) Transformer Room(s), electrical low voltage room, air-conditioning units, A/C Platform, fire services water pump, flushing and potable water pumps, water meter cabinets, hose reel, electrical meter cabinets, emergency generators and electrical meter inside Block 1.

(b) Store rooms (if any) in Block 1.

(c) Telecommunication and

broadcasting equipment rooms, main distribution frames rooms (if any), local switch rooms, fire services water pump rooms, flushing and /or potable water pump rooms, check meter rooms, emergency generator rooms, sewage pump rooms (if any), electricity meter rooms, water meter rooms, lift control room, machine rooms, refuse storage chamber, refuse rooms, LPG valve rooms, fire services inlets, fire services control rooms and low voltage switch rooms, smoke lobby doors (other than those intended to serve individual Residential Unit), lift doors, call buttons and lift-floor indicating panel in Block 1.

- (d) Water pipes, drains, wires, cables, lighting rods (if any), air-conditioning ducts, pipe ducts (other than those held or intended to be held together with a Residential Unit), canopies, architectural features, tanks, fire services water tanks, potable water tanks, flushing water tanks and other services and facilities in Block 1.



- (e) Any other facilities and devices installed for the communal use and benefit of Block 1.

"Mid-rise Building Common Facilities for Blocks 2 and 3" Shall mean and include:

- (a) Transformer Room(s), electrical low voltage room, air-conditioning units, A/C Platform, fire services water pump, flushing and potable water pumps, common filtration equipment pit, water meter cabinets, hose reel, electrical meter cabinets, emergency generators and electrical meter inside each of Blocks 2 and 3.
- (b) Store rooms (if any) in each of Blocks 2 and 3.
- (c) Telecommunication and broadcasting equipment rooms, main distribution frames rooms (if any), local switch rooms, fire services water pump rooms, flushing and/or potable water pump rooms, check meter rooms, emergency generator rooms, sewage pump rooms (if any), electricity meter rooms, water meter rooms, lift control cabinets, machine

rooms, refuse storage chamber, refuse rooms, LPG valve rooms, fire services inlets, fire services control rooms and low voltage switch rooms, smoke lobby doors (other than those intended to serve individual Residential Unit), lift doors, call buttons and lift-floor indicating panel in each of Blocks 2 and 3.

(d) Water pipes, drains, wires, cables, lighting rods (if any), air-conditioning ducts, pipe ducts, canopies, architectural features, tanks, fire services water tanks, potable water tanks, filtration plant cabinet, vent pipes, flushing water tanks and other services and facilities inside each of Blocks 2 and 3.

(e) Any other facilities and devices installed for the communal use and benefit of Blocks 2 and/or 3.

"Mid-rise Building Common Facilities" Shall mean and include Mid-rise Building Common Facilities for Blocks 1, 2 and 3, Mid-rise Building Common Facilities for Block 1 and Mid-rise Building Common Facilities for Blocks

2 and 3.

"Conditions"

Shall mean New Grant No.6122 dated 10<sup>th</sup> September 1976 as extended by three Extension Letters dated 1st August 1979, 19th August 1980 and 16th July 1981 and registered in the Land Registry as New Grant No.6620, New Grant No.6788 and New Grant No.6947 respectively and as varied and/or modified by a letter from the Director of Lands to the Registered Owner dated 28th February 2000 and registered in the Land Registry by Memorial No.IS280736 (as further varied or modified by the letter dated 9th November 2005 and registered in the Land Registry by Memorial No.05112500140012 and the letter dated 31<sup>st</sup> August 2006 and registered in the Land Registry by Memorial No.06090400770015) and shall include any subsequent modifications and extensions of the Conditions.

"Government"

Shall mean The Government of The Hong Kong Special Administrative Region of The People's Republic of China.

"Green and Innovative Features"

All those green and innovative features

which are exempted from the calculation of gross floor area or site coverage or both of the Village by the Building Authority and the Director of Lands.

**" Improvement Fund "**

A fund established or to be established and held by the Manager as trustee for all the Owners to meet expenditure of a capital or non-recurring nature which shall comprise of (i) a fund in respect of the Village and shall include, inter alia, the initial costs of setting up web based community network services and the like, the initial costs of setting up management offices (customer service centre), management counters, caretaker's rooms, guard kiosks and the like for the Village, expenses for facilitating taking over of the Village by the Manager and handing over of the Residential Units to the Owners, expenses for the purchase, protection, replacement, improvement, upgrading and renovation incurred or to be incurred in relation to Village Common Areas, Village Common Facilities and/or for efficient management and maintenance of the Village; and (ii) a fund in respect of the Mid-rise Buildings and shall include, inter alia,

the initial costs of setting up the management office (customer service counter), caretaker's rooms, guard kiosks and the like for the Mid-rise Buildings, expenses for the purchase, protection, replacement, improvement, upgrading and renovation incurred or to be incurred in relation to Mid-rise Building Common Areas for Blocks 1, 2 and 3 and Mid-rise Building Common Facilities for Blocks 1, 2 and 3; and (iii) a fund in respect of Block 1 of the Mid-rise Buildings and shall include, inter alia, the initial costs of setting up the management office (customer service counter), caretaker's rooms, guard kiosks and the like for Block 1 of the Mid-rise Buildings, expenses for the purchase, protection, replacement, improvement, upgrading and renovation incurred or to be incurred in relation to Mid-rise Building Common Areas for Block 1; and (iv) a fund in respect of Blocks 2 and 3 of the Mid-rise Buildings and shall include, inter alia, the initial costs of setting up the management office (customer service counter), caretaker's rooms, guard kiosks and the like for Blocks 2 and 3 of the Mid-rise Buildings, expenses for the purchase, protection, replacement,

improvement, upgrading and renovation incurred or to be incurred in relation to Mid-rise Building Common Areas for Blocks 2 and 3. For the avoidance of doubt, the Improvement Fund will be contributed once by the first Owner(s) of the Village upon assignment from the Registered Owner.

**"Management Units"**

Units allocated to the Village Retained Areas and the Residential Units in the Village in accordance with the provisions of Clause 3 of Section VII of this Sub-Deed.

**"Non-enclosed Areas"**

All those balconies and the covered areas underneath the balconies and utility platforms and the covered areas underneath the utility platforms of the Residential Units which must not be enclosed above safe parapet height other than as under the building plans approved by the Building Authority. Covenants and provisions in respect thereof are contained in Clause 34 of Section V of this Sub-Deed.

**"Owners of the Village"**

Shall mean (a) Owners holding Undivided Shares of and in the Lot and the City together with the right to the exclusive use occupation and

enjoyment of a part of the Village and shall include the Registered Owner holding Undivided Shares of the Village Retained Areas and the Reserved Development Areas and (b) a registered mortgagee/chargee in possession of such Undivided Shares.

**“Recreational Facilities”**

Shall mean all those portions of the Village which provide recreational facilities (including swimming pool and changing room(s)) and other facilities provided on or in the Village Common Areas for the enjoyment and use of the Owners of the Village, their tenants, occupiers and bona fide visitors;

**“Reserve Fund”**

A fund established or to be established and held by the Manager in accordance with Clause 2(o) of Sub-section D of Section IV of the Principal Deed.

**“Reserved Development Areas”**

All those portions of the Village as shown and coloured violet on the plans annexed hereto which are reserved by the Registered Owner for future development in accordance with the provisions of the Principal Deed and this Sub-Deed.

**“Residential Unit”**

A unit (including, among others, the

Non-enclosed Areas (if any) and the non-structural prefabricated external walls (if any)) for residential use erected or to be erected in the Village in accordance with the Master Plans and "Residential Units" shall be construed accordingly.

"Slopes and Retaining Walls"

Such slopes, retaining walls and/or other structures within the Village and maintenance of which is the liability of the Owners of the Village under the provisions of the Conditions or this Sub-Deed and which for identification purpose are shown and coloured yellow on the Slopes and Retaining Walls plan annexed hereto;

"Transformer Rooms"

transformer rooms within the Village including ventilation systems, building services, main walls, cable entry facilities, cable accommodations, structures for cable ducts/troughs/raisers/draw pits and meter boards serving the transformer rooms.



"Village"

All that part of the Lot comprising Area N1d and Area N1e as is shown on the Site Plan attached to this Sub-Deed and thereon coloured orange and the buildings now or hereafter constructed or to be constructed thereon .

"Village Common Areas"

Shall mean and include (subject to the Principal Deed):-

- (a) Slopes and Retaining Walls.
- (b) Recreational Facilities.
- (c) Landscape areas including open space, driveways, passageways and footpaths which are for the use and benefit of the Village.
- (d) Management office (customer service centre), management counters, caretaker's rooms, guard kiosks and the like which serve or are intended to serve the Village.
- (e) Areas for aerial broadcast distribution or telecommunications network facilities.
- (f) Other areas that serve or are intended to serve the Village as a

whole.

For the purpose of identification, the Village Common Areas are shown coloured green on the plans annexed hereto.

“Village Common Facilities”

Shall mean and include (subject to the Principal Deed):-

(a) Such of the sewers, drains, water courses, pipes, gutters, wells (if any), wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in or under or over or passing through the Village through which water, sewage, gas, electricity, emergency generators and any other services are supplied to the Village or any part or parts thereof and not for the use or benefit of a particular Mid-rise Building or Mid-rise Buildings.

(b) Transformer Rooms, meter rooms, master water meter room, water meter rooms, mechanical rooms, switch rooms, emergency generator rooms, refuse storage chambers or other rooms for the use and benefit

of the Village and not for the use or benefit of a particular Mid-rise Building or Mid-rise Buildings.

(c) Lamp posts and lighting within the Village.

(d) Communal television antennae and telecommunication and broadcasting equipment rooms for the use and benefit of the Village.

(e) Recreational Facilities and other related service facilities or apparatus.

(f) Any other facilities and devices, including, without limitation, escalator(s), installed for the use and benefit of the Village and not for the use and benefit of a particular Mid-rise Building or Mid-rise Buildings.

**"Village Retained Areas"**

All those portions of the Village as are shown and coloured brown on the Village Retained Areas Plan attached to this Sub-Deed and the Management Units allocated thereto are more particularly set out in the Third Column of the First Schedule hereto.

"Works and Installations"

The major works and installations in the Village which require regular maintenance on a recurrent basis, a schedule of which as at the date hereof is included in the Second Schedule to this Sub-Deed.

- (3) In this Sub-Deed, references to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine or neuter gender.
- (4) Prior to the date of the Assignment to the First Purchaser next hereinafter recited, the Registered Owner was the registered owner of and entitled to (inter alia) All Those 5,276 equal undivided 250,000th parts or shares of and in the Lot and the City Together with the full and exclusive right and privilege to hold use occupy and enjoy the Village and the buildings and other structures and ancillary works erected or to be erected on the Village subject to and with the benefit of the Principal Deed.
- (5) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the First Purchaser of the other part and in consideration therein expressed, the Registered Owner assigned unto the First Purchaser All That the estate right title benefit and interest of the Registered Owner of and in All Those 10 equal undivided 250,000th parts or shares of and in the Lot and the City Together with the full and exclusive right and privilege to hold use occupy and enjoy All That **UNIT A** on the **FIFTH FLOOR** (together with balcony(ies) and utility platform(s) thereof) of **BLOCK 3 (AMALFI THREE)** of the Village.
- (6) The parties hereto have agreed to enter into this Sub-Deed for the purpose of making provisions for the management, maintenance, insuring, upgrading, repair and servicing of the Village 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

the Village and to provide for a due proportion of the common expenses of the Village to be borne by the Owners of the Village.

- (7) The provisions of this Sub-Deed have been approved by the Director of Lands (being the successor to the Secretary for the New Territories in this regard), pursuant to the Conditions.

NOW THIS DEED WITNESSES as follows :-

SECTION I

UNDIVIDED SHARES AND RESERVED RIGHTS

- A. There shall be sub-allocated to the Village 5,276 Undivided Shares which shall be allocated as follows :-

First Column

Second Column

Units

Undivided Shares of  
and in the Lot and the City

- 
- |   |                                     |
|---|-------------------------------------|
| (a) Residential Units<br>of the Mid-rise<br>Buildings (particulars of the<br>number of Undivided<br>Shares of and in<br>the Lot and the City<br>allocated to each<br>Residential Unit are<br>contained in the<br>Second Column of the<br>First Schedule hereto) | 1,585 /250,000 <sup>th</sup> shares |
|---|-------------------------------------|

- (b) Village Retained Areas 7 /250,000th shares
- (c) Village/Mid-rise Building Common Areas and Village/Mid-rise Building Common Facilities 1 /250,000<sup>th</sup> share
- (d) Reserved Development Areas 3,683/250,000<sup>th</sup> shares

B. There is reserved unto the Registered Owner the following rights and privileges :

- (a) The Registered Owner shall have full power at any time hereafter and from time to time to enter into and upon all parts of the Village including but not limited to the Reserved Development Areas (other than those parts that have already been assigned) with all necessary equipment plant and materials for the purposes of constructing the other stages of the Village or any part thereof (including but not limited to the construction, demarcation or delineation of car parking spaces (if any)) in accordance with the Master Plans or such other plans or amendments as may hereafter be approved by the appropriate Government authorities. The right of the Registered Owner to enter the Village to carry out such works shall extend equally to all necessary contractors agents workers and other persons authorised in writing by the Registered Owner. The Registered Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Village to be erected including but not limited to the Reserved Development Areas (other than those parts that have already been assigned) and on which the Mid-rise Buildings are to be erected that the Owners their servants agents or licensees may or may not use while such works are being carried out Provided that the Registered Owner in exercise of its rights under this Clause shall act with all due expedition causing as little disturbance as possible and making good any damage caused thereby and Provided that the

use and enjoyment by an Owner of his Residential Unit shall not be prejudiced thereby.

- (b) The Registered Owner reserves the right to enter into a Sub-Sub-Deed of Mutual Covenant with the first purchaser of the other stages and/or car parking spaces (if any) of the Village for purposes similar to this Sub-Deed provided always that such Sub-Sub-Deed of Mutual Covenant shall not conflict with the provisions of this Sub-Deed or affect the rights, interests or obligations of the Owners of the Village and the form and content thereof shall be approved by the Director of Lands.
- (c) The Registered Owner reserves the right to erect, affix, maintain, alter, repair, service, replace, renew and remove (i) any systems for broadcast transmission and reception, information distribution and communication, including without limitation, communal aerial broadcast distribution systems, microwave distribution systems, cable and wireless communications systems, telecommunications transmission, reception and transponder systems, aerial dishes, transmitters, transponders, receivers tuners and the ancillary equipment and connections thereto; (ii) any Mid-rise Buildings or structures (temporary or otherwise); and (iii) other fixtures or structures of whatsoever kind on any part or parts of the Village Common Areas and Mid-rise Building Common Areas and such other areas of the Village including but not limited to the Reserved Development Areas and the Mid-rise Buildings the exclusive right to hold, use, occupy and enjoy which has not been assigned by the Registered Owner PROVIDED THAT if such fixtures or structures are affixed on the Village Common Areas and Mid-rise Building Common Areas or any part thereof, the Registered Owner shall first obtain the approval of the Director of Lands (if the same is required under the Conditions) and the written approval by a resolution of the Owners of the Village at a meeting of the Owners of the Village convened under this Sub-Deed AND PROVIDED ALWAYS THAT such fixtures or structures shall not interfere with the use and enjoyment by other Owners of the Residential Units owned by them and shall not unduly restrict or

impede the access to and from the Residential Units owned by such other Owners and the Registered Owner shall have the right to enter into and upon any part of the Village including but not limited to the Reserved Development Areas and the Mid-rise Buildings with or without workmen and equipment at all reasonable times on giving prior reasonable notice (save in case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the Registered Owner may deem fit PROVIDED THAT any monetary benefit received by the Registered Owner arising from the exercise of the aforesaid rights shall be credited to the Reserve Fund and be applied towards the management and maintenance of the Village and PROVIDED FURTHER THAT the Registered Owner shall cause the least disturbance to the other Owners of the Residential Units and shall at its own expense make good any damage caused thereby and/or arising from the exercise by the Registered Owner of the aforesaid rights.

- (d) The Registered Owner hereby specifically excepts and reserves unto itself all the covenants, rights, liberty, privileges, entitlements, exceptions and reservations as are granted and conferred on the Registered Owner under the Principal Deed.
- C. The Registered Owner shall have no right to designate any part of the Village Retained Areas as Village Common Areas and Mid-rise Building Common Areas unless such areas are for the benefit of all the Owners of the Village and the prior approval by a resolution of the Owners of the Village at a meeting of the Owners of the Village convened under this Sub-Deed has been obtained Provided that upon such designation, the Undivided Shares allocated thereto shall be assigned to and vested in the Manager or the Owners' Corporation (as the case may be) Provided also that any such additional Village Common Areas and Mid-rise Building Common Areas shall not in any event be re-designated as or re-converted to Village Retained Areas.



- D. The Registered Owner shall upon the execution of this Sub-Deed assign the Village Common Areas and Mid-rise Building Common Areas and the Village Common Facilities and Mid-rise Building Common Facilities together with the number of Undivided Shares allocated thereto to the Manager free of cost or consideration for the general benefit of the Owners of the Village and subject to this Sub-Deed. Such Undivided Shares together with Village Common Areas, Mid-rise Building Common Areas, Village Common Facilities and Mid-rise Building Common Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners of the Village for the time being and in the event the Manager shall resign or be wound up or is removed and another manager be appointed in its stead in accordance with the Principal Deed and this Sub-Deed, then the outgoing Manager or the liquidator shall assign free of cost or consideration such Undivided Shares together with Village Common Areas, Mid-rise Building Common Areas, Village Common Facilities and Mid-rise Building Common Facilities which they represent to the new manager to hold as such trustee as aforesaid or to the Owners' Corporation (when formed), if so required by it Provided Always That nothing herein contained shall in any way fetter or diminish the rights, powers, authorities, duties and obligations of the Manager contained in this Sub-Deed And Provided Further that the Manager shall not be required to pay any contribution to the Management Expenses in respect of the Undivided Shares relating to Village Common Areas, Mid-rise Building Common Areas, Village Common Facilities and Mid-rise Building Common Facilities.
- E. The Registered Owner shall at its own expense provide temporary noise abatement and dust protection measures within the Village in relation to the Residential Units so as to minimise inconvenience to the Owners of the Residential Units resulting from the continuing construction of other stages of the Village and/or other developments on the Lot.

SECTION II

EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH  
EACH RESIDENTIAL UNIT OF A MID-RISE BUILDING

1. The Owner of a Residential Unit of a Mid-rise Building shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed, the City Rules, the Village Rules and subject to the rights of the Manager as hereinafter provided :-
  - (a)
    - (i) The full right and liberty for the Owner of a Residential Unit of a Mid-rise Building for the time being, his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the Village Common Areas, Mid-rise Building Common Areas for Blocks 1, 2 and 3, Village Common Facilities and Mid-rise Building Common Facilities for Blocks 1, 2 and 3 which serve the Village or the Mid-rise Building of which the Residential Unit to which he is entitled to the exclusive use occupation and enjoyment (hereinafter for simplicity referred to as "owned") forms part for all purposes connected with the proper use and enjoyment of such Residential Unit subject as aforesaid.
    - (ii) The full right and liberty for the Owner for the time being of a Residential Unit of Block 1 of the Mid-rise Buildings, his tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along and to use the Mid-rise Building Common Areas for Block 1 and the Mid-rise Building Common Facilities for Block 1 for all purposes connected with the proper use and enjoyment of such Residential Unit, subject as aforesaid.
    - (iii) The full right and liberty for the Owner for the time being of a Residential Unit of Block 2 or Block 3 of the Mid-rise Buildings, his

tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along and to use the Mid-rise Building Common Areas for Blocks 2 and 3 and the Mid-rise Building Common Facilities for Blocks 2 and 3 for all purposes connected with the proper use and enjoyment of such Residential Unit, subject as aforesaid.

(b) The Owner of a Residential Unit of a Mid-rise Building shall have the benefit of the following easements, rights and privileges :-

- (i) The right to subjacent and lateral support from other parts of the Mid-rise Building in which the Residential Unit owned by the Owner is situated and the right to subjacent and lateral support from the Mid-rise Buildings or the foundations thereof and all other parts of the Village and all parts of the City, subject as aforesaid.
- (ii) Full right and liberty (but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed) for the Owner for the time being, his tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along the City Common Areas for all purposes connected with the proper use and enjoyment of such Residential Unit, subject as aforesaid.
- (iii) The free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and any other services from and to the Residential Unit owned by the Owner 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 City or the Village or any building for the proper use and enjoyment of the Residential Unit owned by the Owner but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed.

- (iv) The full right and liberty for the Owner of a Residential Unit of a Mid-rise Building for the time being, his tenant, servants, agents and licensees (in common with all persons having the like right including but not limited to the Registered Owner) with or without vehicles to go pass or repass over and along the areas shown and marked "Right of Way" and coloured cross-hatched black on the Right of Way plan annexed hereto ("Right of Way") for all purposes connected with the proper use and enjoyment of such Residential Unit subject as aforesaid.

For the avoidance of doubt, the Registered Owner shall have full right at any time and from time to time to go, pass or repass over and along and enter into and upon the Right of Way with all necessary equipment plant and materials with or without motor or other vehicles of any description for the purposes of constructing the other stages of the Village or the City or any part thereof in accordance with the Master Plans or such other plans or amendments as may hereafter be approved by the appropriate Government authorities. Such right of the Registered Owner shall extend equally to all necessary contractors, agents, workers and other persons authorised in writing by the Registered Owner. The Registered Owner may from time to time issue instructions in writing to the Owners as to the areas or parts of the Right of Way that the Owners, their servants, agents or licensees may or may not use while such works are being carried out. The Registered Owner shall have the right to alter, change, adjust, revise the Right of Way and may provide alternative access way to the Owners their servants, agents or licensees if the Right of Way is being used by the Registered Owner, as the circumstances may warrant, provided that nothing herein shall impede access to a Residential Unit or unreasonably interfere with the use and enjoyment by an Owner of the Residential Unit which he owns.

2. The Owner of a Residential Unit of a Mid-rise Building shall have no right to enter upon any part of the Lot, the City, the Village or the Mid-rise Buildings save as

expressly herein provided it being understood that all work necessary for the maintenance and repair of the City and the Village and the Mid-rise Buildings shall be carried out by the Manager who shall have the right to enter in or upon any part of the City and/or the Village and/or the Mid-rise Buildings for that purpose as herein provided.

### SECTION III

#### EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH THE VILLAGE RETAINED AREAS

1. The Owner of the Village Retained Areas shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed, the City Rules, the Village Rules and subject to the rights of the Manager as hereinafter provided :-
  - (a) The full right and liberty for the Owner of the Village Retained Areas for the time being, his tenants, servants, agents and licensees (in common with all persons having the like right) with or without vehicles to go pass or repass over and along and to use such of the Village Common Areas and the Village Common Facilities which serve the Village for all purposes connected with the proper use and enjoyment of the Village Retained Areas.
  - (b) The Owner of the Village Retained Areas shall have the benefit of the following easements, rights and privileges :-
    - (i) The right to subjacent and lateral support from the Village or the foundations thereof and all other parts of the Village and all parts of the City, subject as aforesaid.
    - (ii) Full right and liberty (but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed) for the Owner of the Village Retained Areas for the time being, his tenants, servants, agents and licensees (in common with all other persons

having the like right) to go, pass and repass over and along the City Common Areas for all purposes connected with the proper use and enjoyment of the Village Retained Areas, subject as aforesaid.

- (iii) The free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and any other services from and to the Village 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 City or the Village or any building for the proper use and enjoyment of the Village Retained Areas but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed.
- (iv) The full right and liberty for the Owner of the Village Retained Areas for the time being, his tenant, servants, agents and licensees (in common with all persons having the like right including but not limited to the Registered Owner) with or without vehicles to go pass or repass over and along the Right of Way for all purposes connected with the proper use and enjoyment of the Village Retained Areas. For the avoidance of doubt, the Registered Owner shall have full right at any time and from time to time to go, pass or repass over and along and enter into and upon the Right of Way with all necessary equipment plant and materials with or without motor or other vehicles of any description for the purposes of constructing the other stages of the Village or the City or any part thereof in accordance with the Master Plans or such other plans or amendments as may hereafter be approved by the appropriate Government authorities. Such right of the Registered Owner shall extend equally to all necessary contractors agents workers and other persons authorised in writing by the Registered Owner. The Registered Owner may from time to time issue instructions in writing to the Owners as to the areas or parts of the Right of Way that the Owners their servants agents or licensees may or

may not use while such works are being carried out. The Registered Owner shall have the right to alter, change, adjust, revise the Right of Way and may provide alternative access way to the Owners their servants, agents or licensees if the Right of Way is being used by the Registered Owner, as the circumstances may warrant, provided that nothing herein shall impede access to a Residential Unit or unreasonably interfere with the use and enjoyment by an Owner of the Residential Unit which he owns.

2. Notwithstanding any provisions herein contained, the Owner of the Village Retained Areas shall have the right at any time(s) and from time to time as he shall think fit to allow parking of licensed private motor vehicles, motor cycles or other vehicles (as the case may be) on the Village Retained Areas or any part thereof.
3. The Owner of the Village Retained Areas shall have no right to enter upon any part of the Lot, the City, the Village or the Mid-rise Buildings save as expressly herein provided it being understood that all work necessary for the maintenance and repair of the City and the Village and the Mid-rise Buildings shall be carried out by the Manager who shall have the right to enter in or upon any part of the City and/or the Village and/or the Mid-rise Buildings for that purpose as herein provided.

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE OF AND IN THE LOT AND THE CITY IS HELD

1. The following are the easements, rights and privileges subject to which each Undivided Share of the Village is held:-

- (a) The Manager shall have full right and privilege at all reasonable times on notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon each Residential Unit for the purposes of inspecting, examining and maintaining such Residential Unit (including the balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) or filtration plant pit(s) or filtration plant room(s) or A/C plant room(s) thereof, if any) or the Mid-rise Building or any other buildings to be hereafter erected in the Village in which such Residential Unit is situated or any part or parts thereof or any Village Common Facilities, Mid-rise Building Common Facilities or City Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Mid-rise Buildings or the Village or the City or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purpose or enjoyment provided that the Manager shall make good any damage caused as a result of the Manager exercising the above right.
- (b) Easements, rights and privileges over along and through each Residential Unit equivalent to those set forth in Clause 1(b)(i) to (iii) of Section II of this Sub-Deed.
- (c) Easements, rights and privileges reserved unto the Registered Owner under the Principal Deed and this Sub-Deed.
- (d) Easements, rights and privileges of the Owner of the Village Retained Areas under Clauses 1 and 2 of Section III of this Sub-Deed.



2. Subject always to the rights of the Registered Owner under the Principal Deed and this Sub-Deed, the Manager shall have:-

- (a) full right and authority to control and manage the City Retained Areas, the City Common Areas, the Major Roads, the Village Common Areas and the Mid-rise Building Common Areas and in this connection shall have power :-
  - (i) to license and control parking thereon and to remove vehicles or other things parked or left thereon or therein not so licensed;
  - (ii) to license or let out any part thereof for such sum and for such purposes as it thinks fit and any charges received by the Manager in the exercise of the aforesaid power shall form part of the Management Funds.
- (b) full right and liberty to enter into any contract, agreement, sublease, licence or arrangement with any person for the installation, affixation, use or operation of the communal aerial broadcast distribution cabling infrastructure and its associated equipment and accessories and/or the telecommunication cabling infrastructure and its associated equipment and accessories installed or affixed or to be installed or affixed in the Village Common Areas and Mid-rise Building Common Areas for such consideration and on such terms as the Manager may deem fit Provided that any contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions :-
  - (i) the term of the contract will not exceed 3 years;
  - (ii) the rights to be granted under the contract shall be non-exclusive and provide for sharing the use of the facilities and network with other service providers; and
  - (iii) no Owner is required to make any payment in any form attributable to the provision of the facilities or services, unless he is a subscriber to the relevant service.

This proviso shall not apply to the contracts for the maintenance of the system for distribution of off-air TV and free-to-air SMATV signals.

- (c) full right and liberty to enter into any contract, agreement, sublease, licence or arrangement with any person(s) for providing value-added services to the Owner(s) of the Village, for such consideration and on such terms as the Manager may deem fit Provided that any contracts to be entered into by the Manager under this Sub-Clause (c) shall be subject to the following conditions :-
  - (i) the term of the contract will not exceed 3 years;
  - (ii) no Owner is required to make any payment in any form attributable to the provision of the services, unless he is a subscriber to the relevant service.
- 3. Notwithstanding anything herein contained, the Registered Owner shall have the exclusive right to display, install, erect, affix or permit to be displayed, installed, erected or affixed on and to communal sky garden or the roofs (other than those that are held or intended to be held together with the Residential Units) or flat roofs (other than those that are held or intended to be held together with the Residential Units) or pitched roofs or upper roofs or top roofs of the Mid-rise Buildings such signboards, placards, posters and other dismantling signs (whether illuminated or not) subject to the approval of the Building Authority or other Government authorities concerned and with the right and the obligation to remove, repair, maintain, service and replace the same at the expense of the Registered Owner provided that the same shall not interrupt the enjoyment of the Residential Units in that Mid-rise Building and provided further that the same shall not cut off light going into any Residential Unit or obstruct vision looking out from the windows of any Residential Unit.
- 4. The Registered Owner may license to the Manager the Village Retained Areas at HK\$1.00 per annum for use by the Owners of the Village as gardens and/or areas for recreational activities until such time as such licence is terminated by the Registered Owner giving to the Manager one month's written notice Provided That

notwithstanding anything contained in the Principal Deed or in this Clause 4, the Registered Owner shall not license the Village Retained Areas to the Manager as aforesaid prior to the formation of the Village Owners' Committee and the Registered Owner shall not grant such licence to the Manager except with the prior approval of the Village Owners' Committee Provided further that except where such a licence in favour of the Manager is subsisting, the Owner of the Village Retained Areas shall at its own expense maintain the Village Retained Areas in good repair and condition.

#### SECTION V

#### COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

Subject to the provisions of the Principal Deed:-

1. Every assignment of an Undivided Share in the Lot and the City shall contain an express covenant by the purchaser thereof to notify the Manager of any change of ownership within one month from the date of the assignment.
2.
  - (a) Each Owner of the Village shall promptly and punctually pay the Government rent in respect of the part of the Village owned by him in accordance with the provisions of the Government Rent (Assessment and Collection) Ordinance (Cap.515) and shall indemnify the other Owners from and against all liabilities therefor;
  - (b) The Manager shall on behalf of the Owners of the Village pay the Government rent (if any) attributable to the Village Common Areas and such Government rent shall form part of the Management Expenses;
  - (c) In addition to (b) above, the Manager shall on behalf of the Owners of the Residential Units pay the Government rent (if any) attributable to the Mid-Rise Building Common Areas and such Government rent shall form part of the relating Management Expenses;

- (d) Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments, property tax and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Village owned by him and shall indemnify the other Owners from and against all liability therefor.
- 3. Upon execution of this Sub-Deed, each Owner shall pay to the Manager on the due date his due proportion of the Manager's Remuneration and the Management Expenses payable by such Owner as herein provided.
- 4. No Owner shall make any structural alterations to any part of the Mid-rise Buildings or Village owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Mid-rise Buildings or Village whether in separate or common occupation nor will any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Village Common Areas, Mid-rise Building Common Areas or City Common Areas or any of the Village Common Facilities, Mid-rise Building Common Facilities or City Common Facilities or any equipment or apparatus on in or upon the Lot not being equipment or apparatus for the exclusive use and benefit of any such Owner.
- 5. No Owner shall do or permit or suffer to be done any act or thing in contravention of the terms and conditions in the Conditions or whereby any insurance on the Mid-rise Buildings or Village or any part 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 Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
- 6. Each Owner shall be responsible for and shall indemnify all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the

result of the act or negligence of such Owner or any occupier of any part of the Mid-rise Buildings or Village owned by him or any person using such part of the Mid-rise Buildings or Village with his consent expressed or implied or by or through or in any way owing to the overflow of water therefrom.

7. Each Owner shall be responsible to the other Owners for the time being for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Mid-rise Buildings or Village owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair such costs, charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Mid-rise Buildings or Village for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.
8. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Village or the Mid-rise Buildings or any part or parts thereof.
9. No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the City at any time in the course of construction and/or the management and the maintenance of the City or the Village or the Mid-rise Buildings.
10. Each Owner shall maintain in good repair and condition that part of the Mid-rise Buildings or Village owned by him (including, without limitation, the Green and Innovative Features forming part of such Unit) to the satisfaction of the Manager and

in such manner as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Mid-rise Buildings or Village.

11. No Owner shall use or permit or suffer the part of the Mid-rise Buildings or Village owned by him to be used for any illegal or immoral purpose nor will he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being provided always that nothing in this provision shall restrict the Registered Owner in its development of the Village or other parts of the City in accordance with the Master Plans.
12. No Owner shall use or permit or suffer any part of the Mid-rise Buildings or Village owned by him to be used except in accordance with any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.
13. Subject to Clause 3 of Section IV, no part of the City Common Areas, City Retained Areas, Major Roads, Mid-rise Building Common Areas, Village Common Areas or Village Retained Areas shall be obstructed or encumbered save with the licence of the Manager nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such City Common Areas, City Retained Areas, Major Roads, Mid-rise Building Common Areas, Village Common Areas or Village Retained Areas as may be or become a nuisance to any other Owners or occupiers of the Mid-rise Buildings or Village or any other part of the City.
14. The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the City Rules and Village Rules (if any) covering the same.
15. No Owner shall be entitled to connect any installation to any aerial installed by the Manager except with the permission of the Manager and in accordance with any City Rules or Village Rules relating to the same. No Owner shall affix or install his own

private aerial and/or satellite dish outside any part of the Mid-rise Buildings or in the Village or any other part of the City except with the prior written consent of the Manager.

16. Subject to Clause 3 of Section IV hereof, no external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, sculptures or other projections or structures whatsoever extending outside the exterior of any Mid-rise Building or the exterior of any other buildings to be hereafter erected in the Village or any part thereof shall be erected, installed or otherwise affixed to or projected from any Mid-rise Building or any other buildings to be hereafter erected in the Village or any part thereof except with the prior written consent of the Manager.
17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance and facade colour of any Mid-rise Building or any other buildings to be hereafter erected in the Village or any part thereof or the colour of the window glass panes and the window frames of his Residential Unit without the prior consent in writing of the Manager.
18. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Mid-rise Building owned by him or any other buildings to be hereafter erected in the Village or any part thereof any refuse, rubbish, litter or other article or thing whatsoever except using the facilities (if any) provided for the disposal thereof.
19. All Owners (including the Registered Owner) and the Manager shall at all times observe and perform the City Rules and the Village Rules and comply with the terms and conditions of the Conditions so long as they remain as Owners and the Manager.
20. Each Owner may at his own expense install in the part of the Mid-rise Buildings or the part of the Village owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part

of the Mid-rise Buildings or Village and provided further that nothing in this Clause shall inhibit the Registered Owner in proceeding with and completing the construction of the City and the Village and development of the Lot in accordance with the Master Plans.

21. No clothing or laundry shall be hung outside the Residential Unit or any part thereof (other than in the spaces specifically provided therefor) or in the City Common Areas, City Retained Areas, Mid-rise Building Common Areas, Village Common Areas or Village Retained Areas which in the opinion of the Manager may affect the external appearance of any Mid-rise Building or any other buildings to be hereafter erected in the Village or any part thereof.
22. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of any Mid-rise Building or any other buildings to be hereafter erected in the Village or any part thereof may be clogged or the efficient working thereof may be impaired.
23. Subject to Clause 3 of Section IV and except in spaces (if any) originally provided for the purpose by the Registered Owner, no Owner of any Mid-rise Building or any other buildings to be hereafter erected in the Village or any part thereof shall build a swimming pool, sauna, whirlpool, hot-tub or jacuzzi whether portable or otherwise or sink a well or erect on the balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) (if any) any objects or structures without the prior written consent of the Manager.
24. No Owner of a Residential Unit of any Mid-rise Building or any other buildings to be hereafter erected in the Village or any part thereof in respect of which balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) or filtration plant pit(s) or filtration plant room(s) or A/C plant room(s) (if any) are held therewith shall erect on such balcony(ies) or utility platform(s) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) or filtration plant pit(s) or filtration plant room(s) or A/C



plant room(s) (if any) any objects or structures without the prior written consent of the Manager.

25. The Owner of a Residential Unit of any Mid-rise Building or any other buildings to be hereafter erected in the Village or any part thereof in respect of which balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) or filtration plant pit(s) or filtration plant room(s) or A/C plant room(s) (if any) are held therewith shall at all times keep such balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) or filtration plant pit(s) or filtration plant room(s) or A/C plant room(s) (if any) in a neat and attractive condition. No poultry house shall be constructed on or maintained in such balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front gardens or garden(s) or filtration plant pit(s) or filtration plant room(s) or A/C plant room(s) (if any).
26. Except with the Manager's consent, no fowl or animals, other than a reasonable and usual number of normal household pets, shall be kept in a Residential Unit.
27. The Manager shall have the power and right to remove any animals from a Residential Unit if in the opinion of the Manager, such animals are causing a nuisance to other Owners or occupiers of other Residential Units.
28. No Owner shall make any alteration to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or gas.
29. No apparatus or any other fixture shall be installed through the window or external walls of any Mid-rise Building or any other buildings to be hereafter erected in the Village or any part thereof without the prior written consent of the Manager having been first obtained and the conditions of such consent having been complied with.

30. Save with the prior written consent of the Manager, no air-conditioning unit (window type or split type) shall be installed through the window or external walls of any Mid-rise Building or any other buildings to be hereafter erected in the Village or any part thereof except through the apertures or spaces originally designated or designed for such air-conditioning units.
31. Save with the prior approval of the Village Owners' Committee (if formed) and the Manager, no Owner shall convert any part of Mid-rise Building Common Areas or Village Common Areas to his own use and for his own benefit. Any payment received for the approval shall be paid into the Reserve Fund.
32. No Owner may convert or designate any part of his Residential Unit or any part of the Village exclusively owned by him to Mid-rise Building Common Areas or Village Common Areas unless the approval by a resolution of the Owners of the Village at a meeting of the Owners of the Village convened under this Sub-Deed has been obtained. No Owner and no manager may re-convert or re-designate Mid-rise Building Common Areas or Village Common Areas to his own use or benefit.
33. Every Owner of a Residential Unit shall be obliged to join and become a member of the DISCOVERY BAY RECREATION CLUB and to pay the monthly subscriptions promptly and shall obey the club rules and bye-laws thereof and shall promptly transfer his membership to his purchaser upon sale of his Residential Unit and shall be obliged to transfer his membership to his tenant upon signing of a lease in respect of his Residential Unit and pay the administration fee for the transfer of membership charged by the Club all in the manner as provided in the club rules and bye-laws thereof.
34. (a) The Owner of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with this Sub-Deed, the Occupation Permit as may be issued by the Building Authority, the Buildings Ordinance (Cap. 123) and such other

Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region.

(b) The Owner of the Non-enclosed Areas shall not erect or affix or cause or permit or suffer or allow to be erected or affixed any wall or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.

(c) The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed in whole or in part by any material of whatsoever kind or nature, or affixed with sun shades, awnings, or brackets of whatsoever nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the building plans approved by the Building Authority.

## SECTION VI

### COVENANTS AND PROVISIONS APPLICABLE TO OWNERS OF A RESIDENTIAL UNIT

1. All Residential Units shall not be used for any purpose other than for domestic purposes 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 shall be erected or installed which does 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 obstructed.
2. No Owners except the Owners having the exclusive right to occupy any balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) or part thereof shall have the right to use the balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) or part thereof except only for escape in the event of fire or emergency. Subject to Clause 3 of Section IV, no Owner shall

erect or place or cause or permit to be erected or placed any advertising sign or illegal structure on any balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s), or front garden(s) or garden(s) or filtration plant pit(s) or filtration plant room(s) or A/C plant room(s) or any part thereof and the Manager shall have the right to remove anything erected or placed on any balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) or filtration plant pit(s) or filtration plant room(s) or A/C plant room(s) in contravention of this provision at the costs and expenses of the Owners having the exclusive right to occupy the balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) or filtration plant pit(s) or filtration plant room(s) or A/C plant room(s) (if any).

3. No balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) shall be enclosed or obstructed which in any way shall contravene the Buildings Ordinance (Cap. 123), the regulations of the Fire Services Department or other competent authority concerned from time to time in force and the Owner for the time being of any balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) or any part thereof shall ensure that access to the balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) shall at all times remain open and unobstructed.
4. No Owner shall erect, affix, install or attach or permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over through and along any of the Mid-rise Building Common Areas or Village Common Areas. Prior to the installation thereof, the Owner

shall first obtain the approval in writing of the Manager of the design of any metal grille or shutter or gate.

5. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door giving the Owner's or occupier's name) without the prior written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
6. No part of Mid-rise Building Common Areas or Village Common Areas shall be obstructed or encumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of such Mid-rise Building Common Areas or Village Common Areas be used for any business or private purpose and no Owner shall do or permit or suffer to do anything in such Mid-rise Building Common Areas or Village Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of any Mid-rise Building of which the Residential Unit owned by him forms a part or to any owners or occupiers of any adjoining or neighbouring premises.
7. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
8. No Owner shall enclose, except by fencing approved by the Manager, its own balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) (if any).
9. Owners who have a common fencewall adjoining the gardens of their respective Residential Units shall each have the right to the use of the interior surface of the fencewall on his side. No Owner shall use any portion of the fencewall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any

fence or any structure or protrusion (such as spikes or wire) on top of the fencewall without the written consent of the other Owner and the written consent of the Manager. No Owner shall put structures of any kind (such as fish ponds) so near to the fencewall as to cause leakage of water to the other side of the fencewall or as to be likely to cause the fencewall to collapse. If the fencewall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause other than the act or negligence of either party, it shall be repaired or rebuilt at their joint cost and expense.

10. Each Owner shall have the right to use the interior surface of the party walls dividing his Residential Unit from the neighbouring Residential Units. No Owner shall use any portion of such party walls so as to interfere with the use and enjoyment of the other Owners. Except for the interior surface of such party walls which shall be repaired and maintained by the relevant Owner of a Residential Unit at his sole cost and expense, all such party walls shall be repaired and maintained at the joint cost and expense of the relevant Owners sharing in common such party walls.
11. No Owner may deck any voids or cover with any structure the balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) (if any) within the compounds of his Residential Unit without having obtained the Manager's prior written consent.
12. No Owner may install, erect or mount any satellite dish and ancillary equipment and connections thereto, any telecommunications transmitter and receiver or cable and wireless communications systems on the balcony(ies) or utility platform(s) or flat roof (sky garden) or terrace(s) or verandah(s) or patio garden(s) or front garden(s) or garden(s) (if any) of his Residential Unit without having obtained the Manager's prior written consent.
13. The Owner of a Residential Unit of any Mid-rise Building or any other buildings to be hereafter erected in the Village or any part thereof in respect of which balcony(ies) /utility platform(s) are held therewith and which balcony(ies)/utility platform(s) is/are as shown and marked "balcony"/"utility platform" and coloured pink for identification

purpose only on the plan(s) annexed to the assignment of such Residential Unit shall use and maintain such balcony(ies)/utility platform(s) as "non-enclosed" area(s) only and for the purpose(s) for which such balcony(ies)/utility platform(s) is/are originally designed at its sole cost and expense to the satisfaction of the Manager at all times and shall not under any circumstance enclose or seal in such balcony(ies)/utility platform(s) with any structure, substance or materials nor demolish nor relocate such balcony(ies) /utility platform(s) or any part thereof in any way or manner whatsoever.

14. No Owner shall make or allow to make any alterations or additions to the entrance foyer/private lift lobby (if any) of the Residential Unit owned by him nor cut injure alter or interfere with any facilities, equipment or apparatus on in or upon such entrance foyer/private lift lobby (if any), including, but not limited to the smoke lobby door(s), lift door(s) and lighting fixtures, except with the prior written consent of the Manager. Each Owner of the Residential Unit shall, at its own costs and expenses, keep and maintain the entrance foyer/private lift lobby (if any) of the Residential Unit owned by him and the facilities, equipment or apparatus on in or upon such entrance foyer/private lift lobby in accordance with the requirements laid down under the Fire Services Ordinance (Cap. 95) or other relevant Government Ordinances or regulations.
15. In addition and without prejudice to any other rights of the Manager under this Deed, the Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into each Residential Unit with entrance foyer/private lift lobby for the purposes of refuse collection, inspecting, examining, repairing, renovating and/or carrying out improvement works to the Mid-rise Common Facilities, including, but not limited to, the lift door(s), call buttons, lift-floor indicating panel, Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Residential Units.
16. Owners who have the sky pool in their respective Residential Units shall maintain the sky pool in good repair and condition to the satisfaction of the Manager and in such manner as to avoid any loss, damage, nuisance or annoyance to the Owners or

occupiers of their respective adjoining Residential Units. If the sky pool or any portion thereof, is damaged or injured, the Owners of the sky pool shall at his own costs and expenses carry out all necessary works to repair and maintain the sky pool within reasonable time causing as little disturbance as possible to the other Owners or occupiers of their respective adjoining Residential Units. The Owners of the sky pool shall not use the sky pool so as to interfere with the use and enjoyment of the other Owners or occupiers of the adjoining Residential Unit or do or permit or suffer to do anything in the sky pool as may be or become a nuisance or cause annoyance to the other Owners or occupiers of the adjoining Residential Unit. No Owner shall do anything to the sky pool so as to cause contamination or pollution to the water of the sky pool of the adjoining Residential Unit or as to be likely to cause leakage of water of the sky pool.

## SECTION VII

### MANAGEMENT EXPENSES AND POWERS OF MANAGER

1. (a) Discovery Bay Services Management Limited shall be appointed as Manager of the Village and the Mid-rise Buildings and any other buildings to be hereafter erected in the Village or any part(s) thereof in accordance with the Principal Deed and each Owner hereby appoints the Manager irrevocably as attorney to enforce the provisions of this Sub-Deed and each Owner hereby covenants not to enforce the terms of this Sub-Deed and any Sub-Sub-Deed of Mutual Covenant otherwise than through the Manager subject to the provisions in the Principal Deed contained and all powers duties and rights of the Manager as provided in Section IV of the Principal Deed shall apply to the management of the Village and the Mid-rise Buildings.
- (b) Notwithstanding anything contained in Clause C1 of Section IV of the Principal Deed, the Manager agrees that it shall not exercise its right under the said clause to effect any increase in the Manager's Remuneration such that the Manager's Remuneration exceeds 5% (or such other percentage that has already been approved by the City Owners' Committee) of the total



expenditure for the total management costs of the City and of the Villages and Car Parking Spaces of the City without the prior approval of the City Owners' Committee.

2. Without prejudice to the powers and rights of the Manager as provided in Section IV of the Principal Deed, the Manager shall have, in connection with its proper management of the Village, the full right and liberty to lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the telecommunication transmitters and receivers, tuners, satellite dishes and the ancillary equipment and connections thereto, broadcast reception, information distribution or communication systems including, without limitation, satellite master antennae systems, communal aerial broadcast distribution systems, microwave distribution systems, cable and wireless communications systems and transmission and transponder systems, antennae, aerial dishes, lightning conductors and lighting and other fixtures of whatsoever kind on any part or parts of the roofs, upper roofs and top roofs which form part of the Mid-rise Building Common Areas and/or the Village Common Areas provided always that nothing herein contained shall in any way fetter or prejudice the operation of Sections 19B and 36AA of the Telecommunications Ordinance (Cap.106) And Provided Further that any contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions :-
  - (a) the term of the contract will not exceed 3 years;
  - (b) the rights to be granted under the contract shall be non-exclusive and provide for sharing the use of the facilities and network with other service providers; and
  - (c) no Owner is required to make any payment in any form attributable to the provision of the facilities or services, unless he is a subscriber to the relevant service.

This proviso shall not apply to the contracts for the maintenance of the system for distribution of off-air TV and free-to-air SMATV signals.

3. (a) For the purpose of determining the contributions to be made by each Owner of a Residential Unit in the Mid-rise Building to the Management Expenses of the City and to the Management Expenses of the Village (including but not limited to Village Common Areas, Mid-rise Building Common Areas, Village Common Facilities and Mid-rise Building Common Facilities) and to the Manager's Remuneration, there shall be allocated to each Residential Unit the number of Management Units set opposite such Residential Unit in the Third Column of the First Schedule hereto.
- (b) For the purpose of determining the contributions to be made by the Owner(s) of the Village Retained Areas to the Management Expenses of the City and to the Management Expenses of the Village (including but not limited to Village Common Areas and Village Common Facilities) and to the Manager's Remuneration, there shall be allocated to Village Retained Areas the number of Management Units set opposite such Village Retained Areas in the Third Column of the First Schedule hereto.
4. The Manager shall prepare :-
  - (a) annual budget(s) showing the estimated net expenditure in respect of the Village which shall be divided into the following parts:
    - (i) Part A shall cover the estimated Management Expenses which in the opinion of the Manager are attributable to the Village or for the benefit of all the Owners in respect of the operation, maintenance, repair, cleaning, lighting and security of the Village Common Areas and the Village Common Facilities;
    - (ii) Part B shall cover the estimated Management Expenses which in the opinion of the Manager are attributable solely to the Residential Units or solely for the benefit of all the Owners of the Residential Units including without limitation the expenses for the operation, maintenance, repair, cleaning, lighting and security of the Mid-rise Building Common Areas for Blocks 1, 2 and 3 and the Mid-rise Building Common Facilities for Blocks 1, 2 and 3;

- (iii) Part C shall cover the estimated Management Expenses which in the opinion of the Manager are attributable solely to the Residential Units of Block 1 or solely for the benefit of all the Owners of the Residential Units of Block 1 including without limitation the expenses for the operation, maintenance, repair, cleaning, lighting and security of the Mid-rise Building Common Areas for Block 1 and the Mid-rise Building Common Facilities for Block 1; and
  - (iv) Part D shall cover the estimated Management Expenses which in the opinion of the Manager are attributable solely to the Residential Units of Blocks 2 and/or 3 or solely for the benefit of all the Owners of the Residential Units of Blocks 2 and/or 3 including without limitation the expenses for the operation, maintenance, repair, cleaning, lighting and security of the Mid-rise Building Common Areas for Blocks 2 and 3 and the Mid-rise Building Common Facilities for Blocks 2 and 3;
- (b) an annual budget showing the estimated net expenditure in respect of the City together with the amount to be apportioned to the Village in accordance with the provisions of Subsection D of Section IV of the Principal Deed.

The Manager shall have the right to decide and allocate the expenditure mentioned in Clause 4(a) as among Management Expenses of Village Common Areas, Village Common Facilities, Mid-rise Building Common Areas for Blocks 1, 2 and 3, Mid-rise Building Common Areas for Block 1, Mid-rise Building Common Areas for Blocks 2 and 3 and Mid-rise Building Common Facilities for Blocks 1, 2 and 3, Mid-rise Building Common Facilities for Block 1, Mid-rise Building Common Facilities for Blocks 2 and 3 and such decision and allocation shall be binding, save for manifest error, on the Owners.

5. Each Owner shall contribute towards estimated expenditures prepared under Clause 4 of Section VII of this Deed in accordance with the following principles:

- (a) Each Owner shall contribute to the amount assessed under Part A of the annual budget prepared under Clause 4(a)(i) and the annual budget prepared under Clause 4(b) in the proportion which the number of the Management Units allocated to the part or parts of the Village owned by him bears to the total number of the Management Units of the Village;
- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual budget prepared under Clause 4(a)(ii) in the proportion which the number of Management Units allocated to his Residential Unit bears to the total number of the Management Units allocated to all Residential Units of and in the Village.
- (c) Each Owner in addition to the amount payable under (a) and (b) above shall in respect of each Residential Unit of Block 1 of which he is the Owner contribute to the amount assessed under Part C of the annual budget prepared under Clause 4(a)(iii) in the proportion which the number of the Management Units allocated to his Residential Unit of Block 1 bears to the total number of the Management Units allocated to all Residential Units of Block 1 of and in the Village.
- (d) Each Owner in addition to the amount payable under (a) and (b) above shall in respect of each Residential Unit of Block 2 or Block 3 of which he is the Owner contribute to the amount assessed under Part D of the annual budget prepared under Clause 4(a)(iv) in the proportion which the number of the Management Units allocated to his Residential Unit of Block 2 or Block 3 bears to the total number of the Management Units allocated to all Residential Units of Blocks 2 and 3 of and in the Village.

The sum payable shall be recalculated regularly as provided in this Sub-Deed and Provided Further That if the total contributions receivable as aforesaid by the Manager shall be insufficient to meet the costs and expenses for the management and maintenance of the City, the Village and the Mid-rise Buildings, then the Owners will

make good a due proportion of the deficiency by making a further contribution to the Manager as is necessary to cover such costs and expenses, such further contribution being in the same proportion to the total deficiency as the contribution of the Owners to the overall costs calculated as provided in this Sub-Deed bears to the total of such overall costs. The Registered Owner shall make payments and contributions for those expenses which are of a recurrent nature in respect of those Residential Units and undivided shares unsold, provided however that the Registered Owner will not be obliged to make payments and contributions aforesaid in respect of those Residential Units and undivided shares allocated to a separate building or phase, the construction of which has not been completed, except to the extent that the building or phase benefits from provisions in this Sub-Deed as to management and maintenance of the Village. All outgoings including management expenditure and any Government rent up to and inclusive of the date of assignment of the Residential Units must be paid by the Registered Owner. The other Owners must not be required to make any payment or reimburse the Registered Owner for these outgoings.

6. Where any expenditure relates principally to the Village or any part or parts thereof (and whether it so relates shall be exclusively decided by the Manager save for manifest error), the expenditure shall form part of the expenditure of the Village and shall be borne by the Owners of the Village according to the number of Management Units allocated to the part or parts of the Village owned by them respectively.
7. Where there is any expenditure which relates to the Village as well as to the other village(s) adjacent to the Village ("Other Portion(s)") in relation to service(s) to the Village as well as to the Other Portion(s), the Manager shall allocate such expenditure as between the Management Expenses of the Village and the Management Expenses of the Other Portion(s) in proportion to the number of Management Units allocated to the Village and the Other Portion(s) respectively. The Owners of the Village shall pay a due proportion of the expenditure allocated to the Management Expenses of the Village pursuant to this clause according to the number of Management Units allocated to the part or parts of the Village owned by them respectively.

8. Notwithstanding anything to the contrary contained in these presents, where any expenditure relates to or is for the benefit of any Residential Unit(s) ("Relevant Residential Unit(s)") (and whether it so relates shall be exclusively decided by the Manager save for manifest error) and no Owner of any other Residential Unit(s) would receive any material benefit therefrom, the full amount of such expenditure shall be paid by the Owner of the Relevant Residential Unit(s) according to the number of Management Units allocated to the Relevant Residential Unit(s)..
9. Upon the assignment of the Residential Unit from the Registered Owner,
  - (a) Each first Owner of the Village is required to pay (i) two (2) months' management fee as his initial contribution to the Reserve Fund which is non-refundable and non-transferable; and (ii) an Improvement Fund for the Village equivalent to one-tenth (1/10) month's management fee which is non-refundable and non-transferable; and (iii) a non-refundable and non-transferable debris removal fee equivalent to one (1) month's management fee upon completion of the sale and purchase of a Residential Unit or of the part or parts of the Village Retained Areas owned by him. Any debris removal fee paid but not used for debris removal shall be paid into and form part of the Reserve Fund.
  - (b) In addition to the amount payable under (a) above, each first Owner of the Mid-rise Buildings is required to pay an Improvement Fund for the Mid-rise Buildings which is non-refundable and non-transferable in respect of each Residential Unit of which he is the Owner equivalent to one-tenth (1/10) month's management fee upon completion of the sale and purchase of a Residential Unit.
  - (c) In addition to the amount payable under (a) and (b) above, each first Owner of Block 1 of the Mid-rise Buildings is required to pay an Improvement Fund for Block 1 of the Mid-rise Buildings which is non-refundable and non-transferable in respect of each Residential Unit of which he is the

Owner equivalent to eight-tenth (8/10) month's management fee upon completion of the sale and purchase of a Residential Unit.

- (d) In addition to the amount payable under (a) and (b) above, each first Owner of Block 2 or Block 3 of the Mid-rise Buildings is required to pay an Improvement Fund for Blocks 2 and 3 of the Mid-rise Buildings which is non-refundable and non-transferable in respect of each Residential Unit of which he is the Owner equivalent to eight-tenth (8/10) month's management fee upon completion of the sale and purchase of a Residential Unit.
10. On completion of the sale and purchase of a Residential Unit or of a part or parts of the Village Retained Areas, the Owner of such Residential Unit or of such part or parts of the Village Retained Areas shall (i) deposit and maintain with the Manager a sum equivalent to three (3) months' contributions by him under this Sub-Deed as security against his liabilities under this Sub-Deed and such sum shall not be set off against contribution to be made hereunder and shall only be transferable but not refundable and (ii) pay the Manager a sum equivalent to two (2) months' contribution by him under this Sub-Deed as payment in advance of the first two (2) months' contribution.
11. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Sub-Deed, the Manager shall have the right (without prejudice to any other right or remedy hereunder) in its absolute discretion to deduct the amount so payable from the deposit held from such Owner under Clause 10(i) of Section VII of this Sub-Deed and to apply the amount so deducted towards payment of the sum payable by such Owner as aforesaid. The Manager shall have the right to demand an Owner to pay the difference in order to maintain the deposit under Clause 10(i) of Section VII of this Sub-Deed to a sum equivalent to three (3) months' contributions by him.
12. Without prejudice to the generality of Section IX of the Principal Deed and Clause 11 of Section VII of this Sub-Deed, each Owner upon becoming an Owner shall be liable for all arrears of the Management Expenses (if any) and/or other payments (if any) due

and payable or other breach(es) of the Principal Deed and/or this Sub-Deed committed by his predecessor-in-title in respect of his Residential Unit or the part or parts of the Village Retained Areas owned by him insofar as such arrears of the Management Expenses and/or other payments are not recoverable from the said predecessor-in-title by the Manager or where such breach(es) remain unremedied at the time when the Owner assumes ownership of his Residential Unit or his part or parts of the Village Retained Areas.

13. The Manager shall have the right and power to forbid any Owner of a Residential Unit who defaults in payment of any amount due under the provisions of this Sub-Deed or otherwise fails to observe and perform any of the terms and conditions herein contained from using the Village Common Facilities, Mid-rise Building Common Facilities and other common amenities of the Village until such breach has been rectified to the reasonable satisfaction of the Manager Provided that notwithstanding anything contained in the Principal Deed or in this Clause, the Manager shall not interrupt the supply of electricity, water, gas or other utilities which are provided to such Residential Unit or prevent access thereto.
14. Subject as otherwise provided in this Sub-Deed, the Manager shall have the authority to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Sub-Deed or any relevant sub-sub-deed of mutual covenant provided that the Manager shall act reasonably in giving or withholding such written consent or approval and in imposing conditions or additional conditions relating thereto and the giving or withholding by the Manager of such consent or approval shall be final and conclusive and binding on the Owners and where any consent is required from the Manager by an Owner, any sum imposed by the Manager as a consideration for the granting of such consent shall be held by the Manager for the benefit of the Owners and paid into the Reserve Fund and the Manager shall be entitled to charge and retain a reasonable administrative fee for processing such consent.



15. The Manager shall have the power to make Village Rules before the formation of the Village Owners' committee for the purpose of regulating the use, operation and maintenance of the Village including Mid-rise Building Common Areas, Village Common Areas, Mid-rise Building Common Facilities and the Village Common Facilities and the conduct of persons occupying, using or visiting the same. The Manager shall have the power from time to time to revoke and amend the Village Rules. Provided that notwithstanding anything contained in the Principal Deed or in this Clause, the Manager shall not revoke or amend the Village Rules except with the prior approval of the Village Owners' Committee (if formed). The Village Rules and any amendments thereto must not be inconsistent with or contravene the Principal Deed, this Sub-Deed, the City Rules, the Building Management Ordinance (Cap. 344) or the Conditions.
16. The Owners of the Residential Units shall each deposit and maintain with the Manager a refundable decoration deposit of HK\$5,000.00 or such smaller sum as may be determined by the Manager from time to time as security for the due observance and performance by the Owners when fitting out their Residential Units of the fitting out procedure prescribed by the Manager. Such decoration deposit shall be refunded by the Manager without interest to the Owners of the Residential Units after completion of the fitting out/decoration by such Owners and upon the Manager being satisfied that this is the case. In this connection, the Owners of the Residential Units shall as soon as practicable after completion of the said fitting out/decoration notify the Manager in writing of the same.
17. Notwithstanding anything contained in this Sub-Deed, the Registered Owner shall only be obliged to contribute to the Improvement Fund, the decoration charge and the various deposits and advance payments provided under Clauses 9 and 10 of Section VII of this Sub-Deed in respect of any Residential Unit or any part of the Village Retained Areas which remain(s) unsold after a period of three (3) months from the date of this Sub-Deed or the date on which the Registered Owner is in a position validly to assign those Undivided Shares allotted, whichever is the later. For the purpose of this Clause, a Residential Unit or a part or parts of the Village Retained

Areas shall be considered as remaining unsold where no agreement for sale and purchase has been entered into between the Registered Owner and a prospective purchaser in respect of such Residential Unit or such part or parts of the Village Retained Areas.

18. The management expenditure which is to be expended by the Manager for effecting any improvement to Village Common Areas, Mid-rise Building Common Areas, Village Common Facilities and Mid-rise Building Common Facilities shall not exceed ten per cent (10%) of the current annual management budget in respect of the Village, save with the prior approval by a resolution of the Owners of the Village in a meeting of the Owners of the Village convened under this Sub-Deed.
19. Subject to the provisions in Schedule 7 to the Building Management Ordinance (Cap. 344), the procurement of supplies, goods, or services by the Manager or the Village Owners' Committee that involves (a) amounts in excess of \$200,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or (b) an average annual expenditure of more than 20% of the management budget in respect of the Village (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Building Management Ordinance (Chapter 344) will apply to the Manager or the Village Owners' Committee with any appropriate variations. Service as provided by the Manager may include such value added services provided, at the discretion of the Manager, for the benefit of the Owners including but without limited to limousine, shuttle bus, arrangement of car rental and butler services. For the avoidance of doubt, this clause shall not apply to procurement of supplies, goods or services where the amount of expenditure exceeding the amount specified in (a) or (b) above (whichever is the lesser) is subsidised at the sole discretion of the Registered Owner.
20. The Manager shall have power to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such

locations within Mid-rise Building Common Areas and Village Common Areas as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Village. The Manager shall use all reasonable endeavours to ensure that the waste separation and recovery facilities so provided shall consist of material that will not cause any fire hazard and shall be placed in such locations so as not to cause obstruction to any fire escape route and, to the extent that recycling facilities are reasonably available, recyclable materials recovered from the waste separation and recovery facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Village.

21. The Manager shall have power to organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Village and to encourage such Owners and occupiers to participate in such activities with a view to improving the environmental conditions of the Village.
22. The Manager shall have power to make Village Rules to protect the environment of the Village and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
23. The Manager shall have power to operate or contract for the operation of shuttle bus services for the use and benefit of the Owners and occupiers of the Village whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as may be appropriate in the circumstances and to charge the users of the shuttle bus services such fares as are reasonable. If the operation of shuttle bus services is for the use and benefit of the Owners and occupiers of the Village as well as the owners and occupiers of other village(s) of the Lot ("Other Village(s)"), the Manager shall allocate the net expenditure or (as the case may be) the net surplus arising from such operation as between the Management Expenses (in the case of net expenditure) or the

Management Funds (in the case of net surplus) of the Village and the Management Expenses (in the case of net expenditure) or the Management Funds (in the case of net surplus) of the Other Village(s) in proportion to the number of Management Units allocated to the Village and the Other Village(s) respectively.

24. The Manager shall have the power and duty to inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations.
25. In respect of the Reserve Fund: -
  - (a) All monies received for the Reserve Fund shall be deposited in an interest bearing account at a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) the title of which shall refer to the Reserve Fund for the Village and held by the Manager on trust for all Owners. All sums in the Reserve Fund shall be the property of the Owners. Reference shall be made to the Reserve Fund in the annual account(s) in respect of the management of the Village and an estimate shall be made in such account(s) of the time when there will be a need to draw on the Reserve Fund, and the amount of money that will be then needed.
  - (b) Each Owner covenants with the other Owners that he shall make further periodic contributions to the Reserve Fund. The Annual General Meeting of the Owners of the Village shall by resolution of the Owners decide the amounts to be contributed by the Owners of the Village to the Reserve Fund for the ensuing year and the time when those contributions will be payable.
  - (c) Except in a situation considered by the Manager to be an emergency, money must not be paid out of the Reserve Fund unless it is for a purpose approved by a resolution of the Village Owners' Committee (if any). The Manager must not use the Reserve Fund for the payment of any outstanding management expenditure arising from or in connection with the day-to-day management of the Village.

- (d) The payments made by the Owners towards the Reserve Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
26. The Manager shall have the power to maintain and upkeep the Transformer Rooms in good repair and condition and replace or renew any parts that may need replacement or renewal.

## SECTION VIII

### A. MEETINGS OF VILLAGE OWNERS

1. The Owners of the Village shall, within nine (9) months from the issue of occupation permit of the Mid-rise Buildings or within nine (9) months from the date of this Sub-Deed, whichever shall be the later, meet for the purpose of electing a Chairman and a Vice-Chairman and other members to the Village Owners' Committee for a term of two (2) years and transacting business to be tabled at the meeting. There shall be not less than two (2) but not more than three (3) members elected from the Owners of the Mid-rise Buildings (provided that there shall be not less than one (1) representative elected from the Owners of Block 1 and not less than one (1) but not more than two (2) representatives elected from the Owners of Blocks 2 and 3) and not less than two (2) but not more than six (6) members elected from the Owners of the Reserved Development Areas. The Owners of the Reserved Development Areas or any part(s) thereof shall elect members to the Village Owners' Committee at the meetings of the Owners of the Reserved Development Areas or the relevant part(s) thereof following completion of the development of the Reserved Development Areas or the relevant part(s) thereof held pursuant to the relevant Sub-Sub-Deed(s) of Mutual Covenant of the Reserved Development Areas.
2. A biennial general meeting shall be convened by the Manager or the Village Owners' Committee and shall be held once in every two (2) calendar years and the Owners of the Village shall meet in such biennial general meeting for the purpose of electing

such officers and members as aforesaid and transacting any other business of which due notice is given in the notice convening the meeting.

3. A meeting of the Owners of the Village, other than the biennial general meeting of the Owners of the Village, may be convened at any time by the Manager or the Village Owners' Committee or by an Owner appointed to convene such a meeting by Owners who in aggregate have vested in them for the time being not less than five per cent (5%) of the total number of Undivided Shares of the Village by at least 14 days' prior notice in writing to the Owners specifying the date, time and place of the meeting and the resolutions (if any) that are to be proposed. Such notice may be given by delivering it personally to the Owners; or by sending it by post to the Owners at his last known address; or by leaving it at his Residential Unit or by depositing it in the letter box for his Residential Unit. A meeting for the removal of a member (including Chairman and Vice-Chairman) of the Village Owner's Committee or for election new Chairman or Vice-Chairman of the Village Owner's Committee, after the current Chairman or Vice-Chairman ceases to hold office under Clause 11 of Part B of this Section VIII, shall only be convened by the Village Owner's Committee or by an Owner appointed to convene such a meeting by Owners who in aggregate have vested in them for the time being not less than five per cent (5%) of the total number of Undivided Shares of the Village.
4. Undivided Shares allocated to Village Common Areas, Mid-rise Building Common Areas, Mid-rise Building Common Facilities and the Village Common Facilities shall not carry any voting rights nor shall such Undivided Shares be taken into account for the purpose of counting the quorum of any meeting of the Owners of the Village.
5. The Manager shall send to the meetings a secretary who shall keep a record of the persons present at the meetings and the proceedings thereof.
6. (a) The Owners of the Village shall be entitled to notice of meetings of the Owners of the Village or to attend or vote at any such meeting.

- (b) The husband or wife of an Owner being entitled to attend and vote or any proxy of such Owner duly authorised in writing by such Owner shall be entitled to attend and vote on such Owner's behalf.
  - (c) In case of any Owner being entitled to attend and vote and being a corporate body, any representative appointed by such Owner shall be entitled to attend and vote on behalf of such Owner. Such appointment shall be in writing addressed to the Manager and may be revoked at any time on notice in writing being given to the Manager.
  - (d) The Manager shall be represented at the meetings by a duly appointed representative.
  - (e) The Registered Owner may be represented at the meetings by a duly appointed representative who shall be entitled to vote in respect of any Undivided Share of the Village held by the Registered Owner.
7. A meeting of the Owners of the Village shall be presided over by the Chairman of the Village Owners' Committee. If the meeting is convened by the Manager or an Owner appointed as mentioned in Clause 3 of this Section, the Manager or the person convening the meeting shall be the chairman of the meeting.
8. No business shall be transacted at any time unless a quorum is present in person or by proxy when the meeting proceeds to business and not less than 10% of the Undivided Shares of the Village and the said representative of the Manager shall be a quorum.
9. All resolutions put to the vote of the meeting shall be decided by poll.
10. Every Owner including the Registered Owner in respect of every Undivided Share of the Village owned by him shall have one vote for every Undivided Share of the Village held by him. Votes may be given either personally or by proxy or by a duly authorised representative of the Owner of the Village.
11. If an Undivided Share of the Village is owned by two (2) or more persons, any vote in respect of that Undivided Share of the Village may be cast :-

- (a) by a proxy jointly appointed by the co-owners;
  - (b) by a person appointed by the co-owners from amongst themselves; or
  - (c) if no appointment has been made under sub-paragraphs (a) and (b), either by one of the co-owners personally or by a proxy appointed by one of the co-owners. In the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the undivided share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that undivided share in the register kept at the Land Registry shall be treated as valid. .
12. In the case of an equality of votes, the person presiding over the meeting shall have a second or casting vote.
13. An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap. 344), and shall be signed by the Owner or, if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the chairman of the Village Owners' Committee or, if the meeting is convened under Clause 3 of this Section, the person convening the meeting, at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner, shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
14. An Owner who has failed to pay his due proportion of the Management Expenses and the Manager's Remuneration shall not be entitled to be present or to vote at any meeting of the Owners of the Village.
15. All resolutions passed at a meeting duly convened and held shall be binding on all Owners insofar as the Village is concerned but such resolutions shall not be binding



on the Manager or conflict with the provisions of this Sub-Deed, the Principal Deed, the Conditions or the City Rules or any decision of the City Owners' Committee.

16. The purpose of such meetings, in addition to the election of officers and members of the Village Owners' Committee as aforesaid, shall be to discuss matters relating to the Village. Prior to the formation of the Owners' Corporation, the Owners of the Village attending such meetings shall have the power to pass a resolution to require the Manager to appoint an accountant or some other independent auditor nominated by such Owners to audit the annual accounts prepared by the Manager.
17. The Chairman, or in his absence the Vice-Chairman, shall represent the Village in the City Owners' Committee.
18. The Chairman, the Vice-Chairman and any other officer of the Village Owners' Committee shall be elected in the following manner. The candidates for election shall be proposed and seconded by any Owners present in person or by proxy at the meeting. As soon as all candidates have been proposed and seconded and provided that such candidates consent to be elected, their names will be put before the meeting who will vote thereon PROVIDED THAT where the current Chairman or in his absence, the current Vice-Chairman of the Village Owners' Committee offers himself for election as the Chairman of the Village Owners' Committee, he shall not chair any meeting at which such election shall take place, in which case any Owner (or in the case of an Owner being a corporate body, the representative appointed by such Owner) not standing for such election or the Manager or a duly appointed representative of the Manager shall chair such meeting. This Clause 18 shall also apply to election of new Chairman or Vice-Chairman of the Owners' Committee after the current Chairman or Vice-Chairman ceases to hold office under Clause 11 of Part B of this Section VIII. The elected new Chairman or Vice-Chairman shall hold office up to the end of the current term but such person may offer himself for re-election in accordance with this Clause 18.

## B. MEETINGS OF THE VILLAGE OWNERS' COMMITTEE

1. The Chairman, Vice-Chairman and members of the Village Owners' Committee (hereinafter referred to as "the Committee") elected in accordance with the provisions of Subsection A of Section VIII of this Sub-Deed and the Manager or its representative shall be the Village Owners' Committee, which shall, unless the Committee otherwise resolves, meet not less than twice a year.
2. The meeting of the Committee shall be convened by the Manager who shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Village Owners' Committee, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting.
3. The Manager shall send to the meetings a secretary who shall keep a record of the persons present at the meetings and the proceedings thereof.
4. The Manager may be represented at the meetings by a duly appointed representative.
5. The Chairman or any three (3) members (including Vice Chairman) may request the Manager to convene a meeting and the Manager shall, upon such request, convene the meeting in accordance with the provisions of Clause 2 of Subsection B of Section VIII of this Sub-Deed.
6. No business shall be transacted at any time unless a quorum is present when the meeting proceeds to business and not less than three (3) members (including Chairman and Vice Chairman) of the Committee shall be a quorum.
7. All resolutions put to the vote of the meeting shall be decided by a simple majority. Each member shall have one (1) vote and votes can be given either in person by members present at the meeting or, where any member is not present in person at the meeting (the "absentee member"), either by a representative of the Manager appointed for this purpose by the absentee member or by an alternate member appointed for this

purpose by the absentee member provided that such alternate member must also be a member of the Committee. For the avoidance of doubt, such representative of the Manager appointed for this purpose by the absentee member or such alternate member present at the meeting shall be entitled to vote on behalf of the absentee member in addition to his entitlement to vote in his own right as a member of the Committee.

8. All resolutions passed at a meeting of the Committee duly convened and held shall be binding on all Owners insofar as the Village is concerned but such resolution shall not be binding on the Manager or conflict with the provisions of the Conditions, the Principal Deed or this Sub-Deed, the City Rules or any decision of the City Owners' Committee.
9. The purpose of a meeting of the Committee shall be to discuss matters relating to the Village, to fill any casual vacancy which may occur in the post of member of the Committee (other than the 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 Village (if any) convened in the manner set out in Clause 3 of Subsection A of Section VIII, but such person may offer himself for re-election in accordance with Clause 18 of Subsection A of Section VIII of this Sub-Deed, to give directions and advice to the Chairman or Vice-Chairman on any issue before or expected to come before the City Owners' Committee, to make suggestions for the amendment, deletion or addition to the Village Rules and to decide on and undertake such duties as the Manager may delegate to the Committee.
10. The Committee may continue to act notwithstanding any vacancies in the number provided that the number (including the Chairman and the Vice-Chairman but excluding the Manager) is not reduced to below three (3). In the event that the number is reduced to below three (3), the remaining members of the Committee may act but only for the purpose of calling for a meeting to fill in the vacancy.
11. A member (including the Chairman and Vice Chairman) shall hold office until the next election provided that he shall nevertheless cease to hold office if:-

- (a) he resigns by notice in writing to the Committee;
- (b) he ceases to be an Owner;
- (c) he becomes bankrupt or is wound up or is insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving dishonesty;
- (d) he becomes incapacitated by physical or mental illness or death;
- (e) he has defaulted in paying his contribution towards the Management Expenses;
- or
- (f) he has been removed from his office in a meeting of the Owners of the Village.

## SECTION IX

### MISCELLANEOUS

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 or substituted from time to time) and the slope maintenance manual. A Slopes and Retaining Walls plan of a scale of not less than 1:500 showing all the slope structures existing at the date of this Sub-Deed, certified by the Authorized Person that it includes all the slope structures, is annexed hereto for identification purpose and a copy of the slope maintenance manual shall be kept at the Manager's office in the Village within one month of the date of this Sub-Deed and may be inspected by the Owners of the Village free of charge during the normal office hours of the Manager. A copy of such maintenance manual shall be supplied to the Owner(s) of the Village on request and at the expense of the Owner(s) concerned. All charge received shall be paid into the Reserve Fund. 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.

2. (a) The Registered Owner shall at its own costs compile for the reference of the Owners of the Village and the Manager a maintenance manual for the Works and Installations, setting out the following details: -
  - (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
  - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
  - (iii) recommended maintenance strategy and procedures;
  - (iv) a list of items of the Works and Installations requiring routine maintenance;
  - (v) recommended frequency of routine maintenance inspection;
  - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
  - (vii) recommended maintenance cycle of the Works and Installations.
- (b) The Registered Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office in the Village within one month of the date of this Sub-Deed for inspection by all Owners of the Village free of charge and taking copies at their own expenses and on payment of a

reasonable charge. All charges received shall be paid into the Reserve Fund.

- 3 The Second Schedule and the maintenance manual for the Works and Installations shall be revised if necessary in future to take into account any necessary changes such as addition of works and installations in the Village and the updating of maintenance strategies in step with changing requirements.
4. The Owners of the Village may, by a resolution of Owners of the Village at a meeting of the Owners of the Village convened under this Sub-Deed, decide on revisions to be made to the Second Schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised Second Schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners of the Village in the meeting of the Owners of the Village convened under this Sub-Deed. The Owners of the Village must at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Village and their own Residential Units and the Works and Installations.
5. All costs incidental to the preparation of the revised Second Schedule and the revised maintenance manual for the Works and Installations will be paid out of the Reserve Fund.
6. The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office in the Village within one month from the date of its preparation for inspection by all Owners of the Village free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be paid into the Reserve Fund.
7. The provisions of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) shall be incorporated into and form part of this Sub-Deed (collectively “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.

A copy of each of Schedules 7 and 8 to the Building Management Ordinance (Cap. 344) (English and Chinese versions), shall be kept at the Manager's office in the Village for reference by all Owners of the Village free of charge during the normal office hours of the Manager. A copy of the said Schedules 7 and 8 shall be provided to any Owner upon request at the expense of such Owner and upon payment of a reasonable charge. All charges received will be paid into the Reserve Fund.

8. (a) A set of the plans showing Mid-rise Building Common Areas for Blocks 1, 2 and 3, Mid-rise Building Common Areas for Block 1, Mid-rise Building Common Areas for Blocks 2 and 3, City Common Areas and Village Common Areas and certified by the Authorised Person as such is annexed hereto with Mid-rise Building Common Areas, City Common Areas and Village Common Areas shown and coloured grey, light indigo, red, pink and green respectively 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. The locations of the non-structural prefabricated external walls, balconies, utility platforms, mail delivery rooms and wider lift lobbies and corridors forming the Green and Innovative Features are shown on the building plans approved by the Building Authority and (where possible and for the purpose of identification only) the plans annexed hereto.
10. 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.

11. The Registered Owner shall at its own cost provide a direct translation in Chinese of this Sub-Deed. The Registered Owner shall deposit a copy of this Sub-Deed and the Chinese translation in the management office in the Village within one (1) month from the execution hereof for inspection by the Owners of the Village free of costs. A copy of the Chinese translation shall be provided to any Owner upon request at the expense of such Owner and upon payment of a reasonable charge. All charges received will be paid into the Reserve Fund. In the event of any dispute between the Chinese translation and the English document, the latter shall prevail.
12. Any Owner not occupying his Residential Unit must provide the Manager with an address within the jurisdiction of the Hong Kong Special Administrative Region for service of notices under the terms of this Sub-Deed, failing which the address of his Residential Unit shall be deemed to be his address for service.
13. This Sub-Deed shall not conflict with the provisions of the Principal Deed. In the event of any conflict between the provisions of the Principal Deed and the provisions of this Sub-Deed, the provisions of the Principal Deed shall prevail.

IN WITNESS whereof the Registered Owner, the Manager and the First Purchaser have caused this Sub-Deed to be duly executed the day and year first above written.



THE FIRST SCHEDULE ABOVE REFERRED TO

(A)	<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>
	Residential Units	Undivided Shares of and in the Lot and the City	Management Units
<b><u>Mid-rise Buildings</u></b>			
<b><u>Block 1</u></b>			
<b>Floor</b>	<b>Unit</b>		
1/F	Simplex Azure * # ¢	17/250,000 <sup>th</sup> shares	17 Management Units
	Simplex Bijou * # ¢	17/250,000 <sup>th</sup> shares	17 Management Units
2/F	Simplex Azure * # ¢	17/250,000 <sup>th</sup> shares	17 Management Units
	Simplex Bijou * # ¢	16/250,000 <sup>th</sup> shares	16 Management Units
3/F	Simplex Azure * # ¢	17/250,000 <sup>th</sup> shares	17 Management Units
	Simplex Bijou * # ¢	16/250,000 <sup>th</sup> shares	16 Management Units
5/F – 9/F	Simplex Azure * # ¢	17/250,000 <sup>th</sup> shares	17 Management Units
	Simplex Bijou * # ¢	16/250,000 <sup>th</sup> shares	16 Management Units
10/F	Simplex Azure * # ¢	17/250,000 <sup>th</sup> shares	17 Management Units
	Simplex Bijou * # ¢	16/250,000 <sup>th</sup> shares	16 Management Units
11/F, 12/F, 15/F	Verandah Simplex * # ¢	19/250,000 <sup>th</sup> shares	19 Management Units
	Simplex Bijou * # ¢	16/250,000 <sup>th</sup> shares	16 Management Units

16/F	Verandah Simplex * # ¢	19/250,000 <sup>th</sup> shares	19 Management Units
	Simplex Bijou * # ¢	16/250,000 <sup>th</sup> shares	16 Management Units
17/F, 18/F	Infinity Pool House * # ®	27/250,000 <sup>th</sup> shares	27 Management Units
& R/F	¥ ¢ ^		
	Vista Pool House * # ®	26/250,000 <sup>th</sup> shares	26 Management Units
	¶ ¢ ▲		
Sub-Total :		491/250,000 <sup>th</sup> shares	491 Management Units
<b>Block 2</b>			
<b>Floor</b>	<b>Unit</b>		
1/F	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
	B *#	7/250,000 <sup>th</sup> shares	7 Management Units
	C *#¥	10/250,000 <sup>th</sup> shares	10 Management Units
2/F	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
	B *#	7/250,000 <sup>th</sup> shares	7 Management Units
	C *#	10/250,000 <sup>th</sup> shares	10 Management Units
3/F	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
	B *#	6/250,000 <sup>th</sup> shares	6 Management Units
	C *#	6/250,000 <sup>th</sup> shares	6 Management Units
	D *#	10/250,000 <sup>th</sup> shares	10 Management Units
	E *#	7/250,000 <sup>th</sup> shares	7 Management Units

5/F-10/F	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
	B *#	6/250,000 <sup>th</sup> shares	6 Management Units
	C *#	6/250,000 <sup>th</sup> shares	6 Management Units
	D *#	10/250,000 <sup>th</sup> shares	10 Management Units
	E *#	7/250,000 <sup>th</sup> shares	7 Management Units
11/F, 12/F,	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
15/F, 16/F	B *#	6/250,000 <sup>th</sup> shares	6 Management Units
	C *#	6/250,000 <sup>th</sup> shares	6 Management Units
	D *	10/250,000 <sup>th</sup> shares	10 Management Units
	E *#	7/250,000 <sup>th</sup> shares	7 Management Units
17/F	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
	B *#	6/250,000 <sup>th</sup> shares	6 Management Units
	C *#	6/250,000 <sup>th</sup> shares	6 Management Units
	D *	10/250,000 <sup>th</sup> shares	10 Management Units
	E *#	7/250,000 <sup>th</sup> shares	7 Management Units
18/F & R/F	Sky Pool House 1 *# ® ¶§	16/250,000 <sup>th</sup> shares	16 Management Units
	Sky Pool House 2 *# ® ¶§	17/250,000 <sup>th</sup> shares	17 Management Units
Sub-Total :		555/250,000 <sup>th</sup> shares	555 Management Units

### **Block 3**

<b>Floor</b>	<b>Unit</b>		
1/F	A *#¥	10/250,000 <sup>th</sup> shares	10 Management Units
	B *#	8/250,000 <sup>th</sup> shares	8 Management Units
	C *#¥	8/250,000 <sup>th</sup> shares	8 Management Units

2/F	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
	B *#	8/250,000 <sup>th</sup> shares	8 Management Units
	C *#	8/250,000 <sup>th</sup> shares	8 Management Units
3/F	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
	B *#	6/250,000 <sup>th</sup> shares	6 Management Units
	C *#	6/250,000 <sup>th</sup> shares	6 Management Units
	D *#	8/250,000 <sup>th</sup> shares	8 Management Units
	E *#	8/250,000 <sup>th</sup> shares	8 Management Units
5/F– 10/F	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
	B *#	6/250,000 <sup>th</sup> shares	6 Management Units
	C *#	6/250,000 <sup>th</sup> shares	6 Management Units
	D *#	8/250,000 <sup>th</sup> shares	8 Management Units
	E *#	8/250,000 <sup>th</sup> shares	8 Management Units
11/F, 12/F,	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
15/F,16/F	B *#	6/250,000 <sup>th</sup> shares	6 Management Units
	C *#	6/250,000 <sup>th</sup> shares	6 Management Units
	D *	8/250,000 <sup>th</sup> shares	8 Management Units
	E *#	8/250,000 <sup>th</sup> shares	8 Management Units
17/F	A *#	10/250,000 <sup>th</sup> shares	10 Management Units
	B *#	6/250,000 <sup>th</sup> shares	6 Management Units
	C *#	6/250,000 <sup>th</sup> shares	6 Management Units
	D *	8/250,000 <sup>th</sup> shares	8 Management Units
	E *#	8/250,000 <sup>th</sup> shares	8 Management Units
18/F & R/F Sky Pool House 1 *# ® ¶§		16/250,000 <sup>th</sup> shares	16 Management Units
Sky Pool House 2 *# ® ¶§		15/250,000 <sup>th</sup> shares	15 Management Units

Sub-Total :	539/250,000 <sup>th</sup> shares	539 Management Units
(B) Village Retained Areas	7/250,000 <sup>th</sup> shares	7 Management Units
<hr/>		
<u>Summary</u>		
Mid-rise Buildings	1,585 /250,000 <sup>th</sup> shares	1,585 Management Units
Village Retained Areas	7/250,000 <sup>th</sup> shares	7 Management Units
<hr/>		
Total :	1,592/250,000 <sup>th</sup> shares	1,592 Management Units
<hr/>		

Remarks :

(1) There are no designation of 4/F, 13/F and 14/F.

(2) "®" means including the flat roof (including the sky pool and sky garden thereof)

"¥" means including the terrace thereof

"¶" means including the coastal terrace thereof

"§" means including the patio terrace thereof

"¢" means including the air-conditioning plant room thereof

"▲" means including the Filtration Plant Pit thereof

"^" means including the Filtration Plant Room thereof

"\*" means including the Balcony thereof

"#" means including the Utility Platform thereof

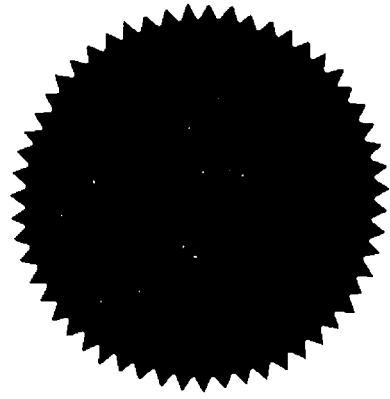
Note : The above schedule is based on the General Building Plan approved by Buildings Department on October 5, 2010.

THE SECOND SCHEDULE ABOVE REFERRED TO

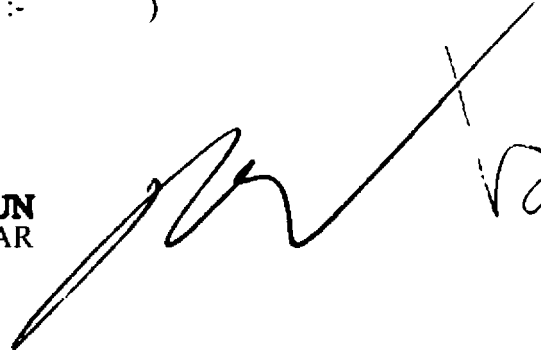

Works and Installations as at the date of this Sub-Deed :

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations (if applicable);
- (ix) gas supply system;
- (x) window installations;
- (xi) the slope structures (if any); and
- (xii) any other major items (e.g. central air-conditioning and ventilation system, escalators, etc).

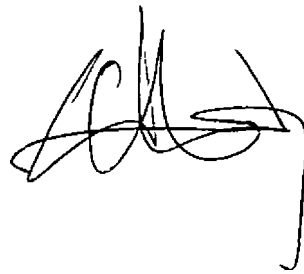
SEALED with the Common Seal of )  
the Registered Owner in the presence of and )  
SIGNED by CHAN CHI MING )  
CHUNG SAM TIN ABRAHAM )  
director(s)/person(s) duly authorised by )  
a resolution of its board of directors )  
whose signature(s) is/are verified by :- )



  
**LUO JIAYUN**  
Solicitor, Hong Kong SAR  
Messrs. Kao, Lee & Yip


SIGNED SEALED and DELIVERED )  
by the First Purchaser (who having been )  
previously identified by the production of )  
Hong Kong Identity Card No.Z419328(9)) )  
in the presence of :- )






  
**LUO JIAYUN**  
Solicitor, Hong Kong SAR  
Messrs. Kao, Lee & Yip

INTERPRETED to the First Purchaser by :-

  
**LUO JIAYUN**  
Solicitor, Hong Kong SAR  
Messrs. Kao, Lee & Yip

SEALED with the Common Seal of )  
the Manager in the presence of and )  
SIGNED by )  
**CHAN CHI MING** )  
)  
)  
director(s)/person(s) duly authorised by )  
a resolution of its board of directors )  
whose signature(s) is/are verified by :- )

  
**LUO JIAYUN**  
Solicitor, Hong Kong SAR  
Messrs. Kao, Lee & Yip

UN



Dated the 31st day of May 2013

**HONG KONG RESORT COMPANY LIMITED**

and

**CHIENG WARTON WAI TING**

and

**DISCOVERY BAY SERVICES MANAGEMENT  
LIMITED**

---

SUB-DEED OF MUTUAL COVENANT

in respect of

AREA N1d and AREA N1e, THE REMAINING  
PORTION OF LOT NO.385 IN DEMARCATION  
DISTRICT NO.352 AND THE EXTENSIONS  
THERETO, DISCOVERY BAY, LANTAU ISLAND,  
HONG KONG

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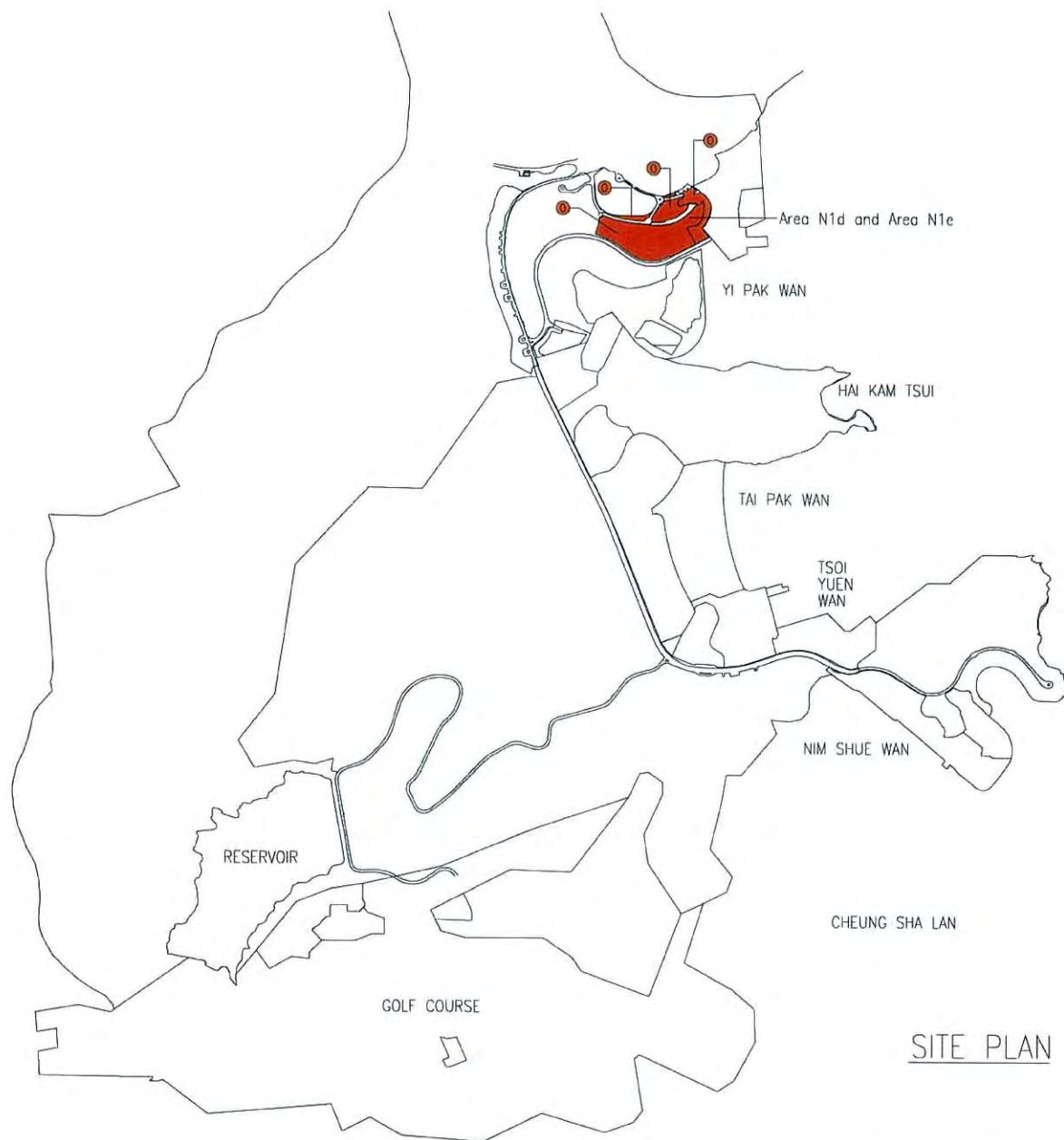
REGISTERED at the Land Registry by Memorial  
No.  
on

for Land Registrar

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Kao, Lee & Yip  
Solicitors & Notaries,  
17<sup>th</sup> Floor, Gloucester Tower,  
The Landmark,  
Central,  
Hong Kong.

Ref : K/LWY/70954/LPK/bc(CV) 146.13



SITE PLAN

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

*I hereby certify the accuracy of the plan*

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND

① VILLAGE

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



*I hereby certify the accuracy of the plan*

**K**

**KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT**

LEGEND

(P) CITY COMMON AREAS

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

PLAN FOR SUB-DEED OF MUTUAL COVENANT

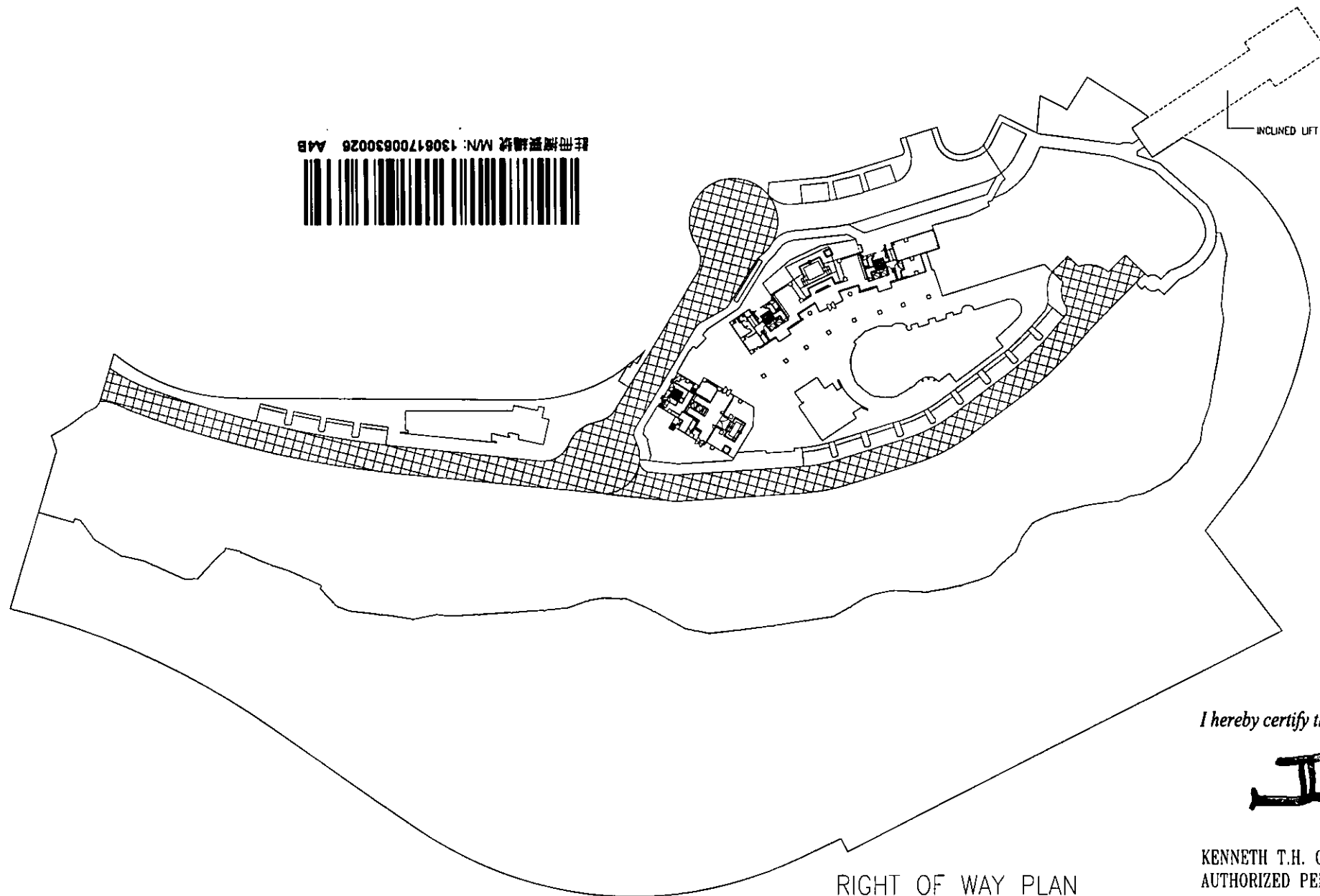
RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

DATE: MAY 14, 2013

註冊測量師 林 W/N: 13081700630026 A4B



INCLUDED LIFT ABOVE SHOWN DOTTED



*I hereby certify the accuracy of the plan*

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND



- NOTES:
1. NOT TO SCALE
  2. FOR INDICATION PURPOSE ONLY

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

RIGHT OF WAY PLAN



INCLINED LIFT ABOVE SHOWN DOTTED

*I hereby certify the accuracy of the plan*



KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

## VILLAGE COMMON AREAS PLAN

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

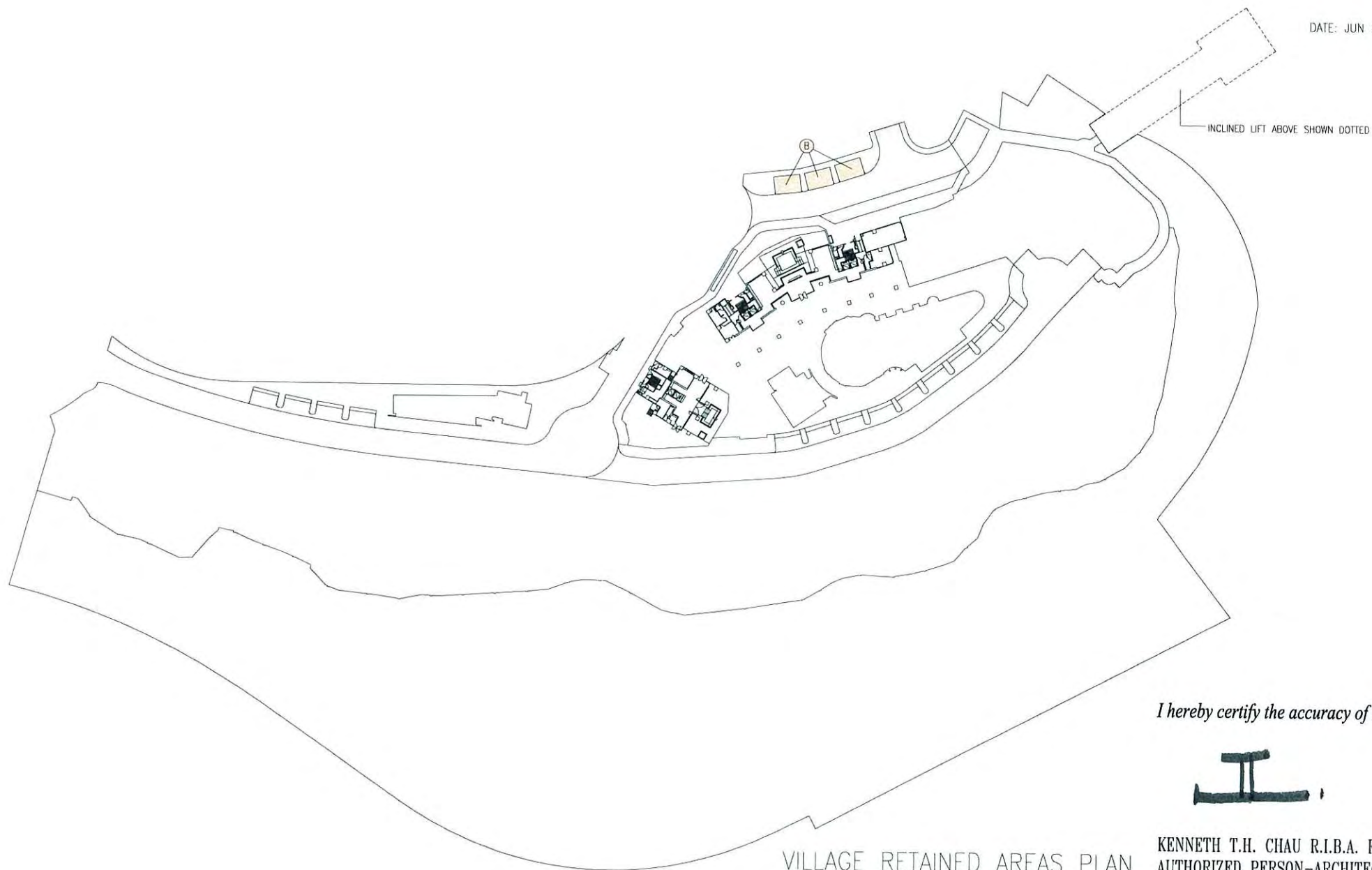
### LEGEND

● VILLAGE COMMON AREAS

### NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY





*I hereby certify the accuracy of the plan*



KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND

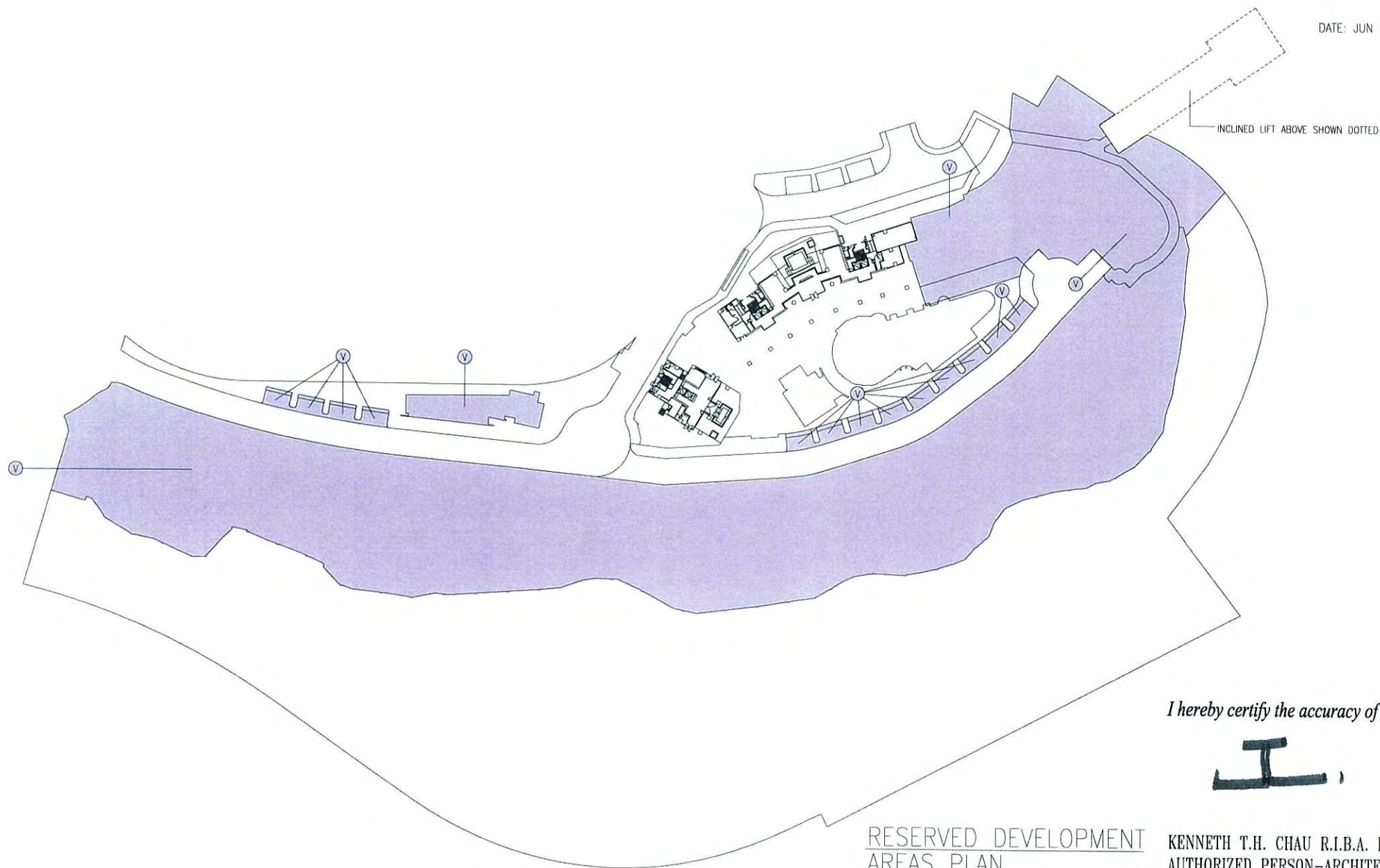
Ⓑ VILLAGE RETAINED AREAS

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



*I hereby certify the accuracy of the plan*

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

RESERVED DEVELOPMENT  
AREAS PLAN

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

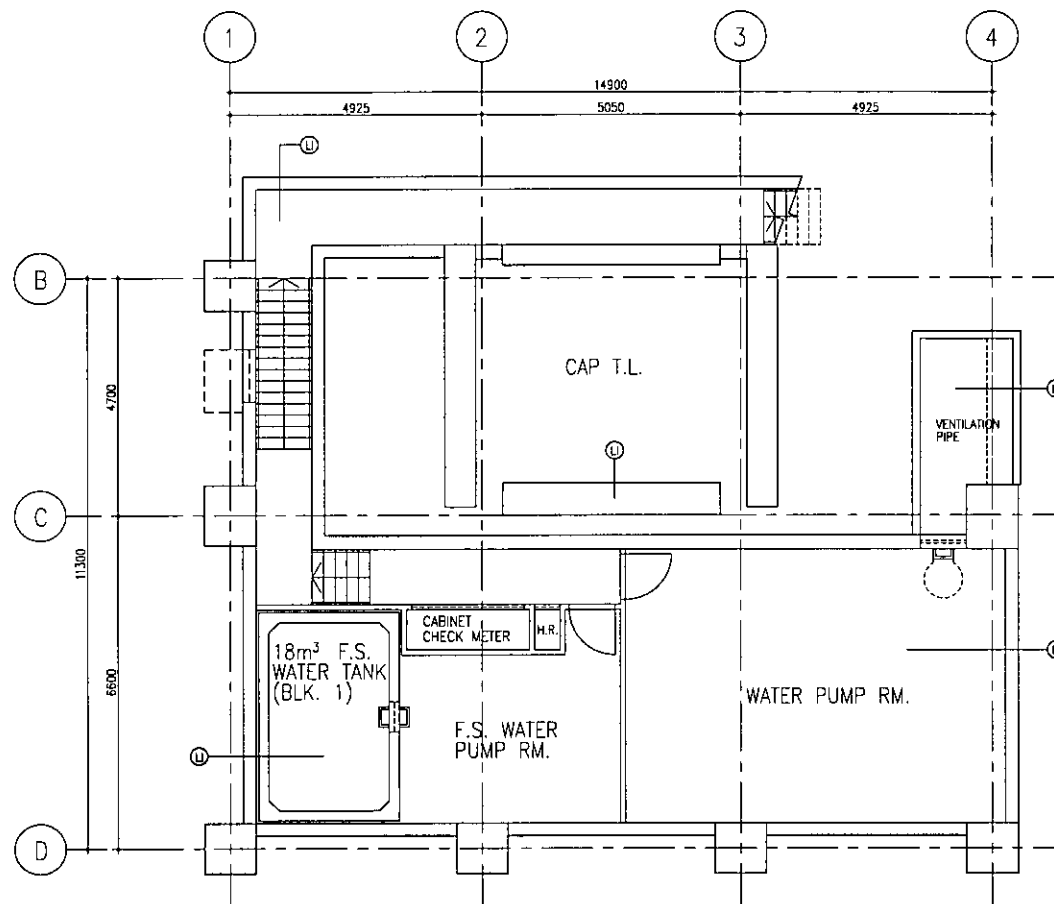
RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

## LEGEND

(V) RESERVED DEVELOPMENT AREAS

## NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



PART PLAN OF UNDERGROUND PUMP ROOM (BLOCK 1)

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



*I hereby certify the accuracy of the plan*

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

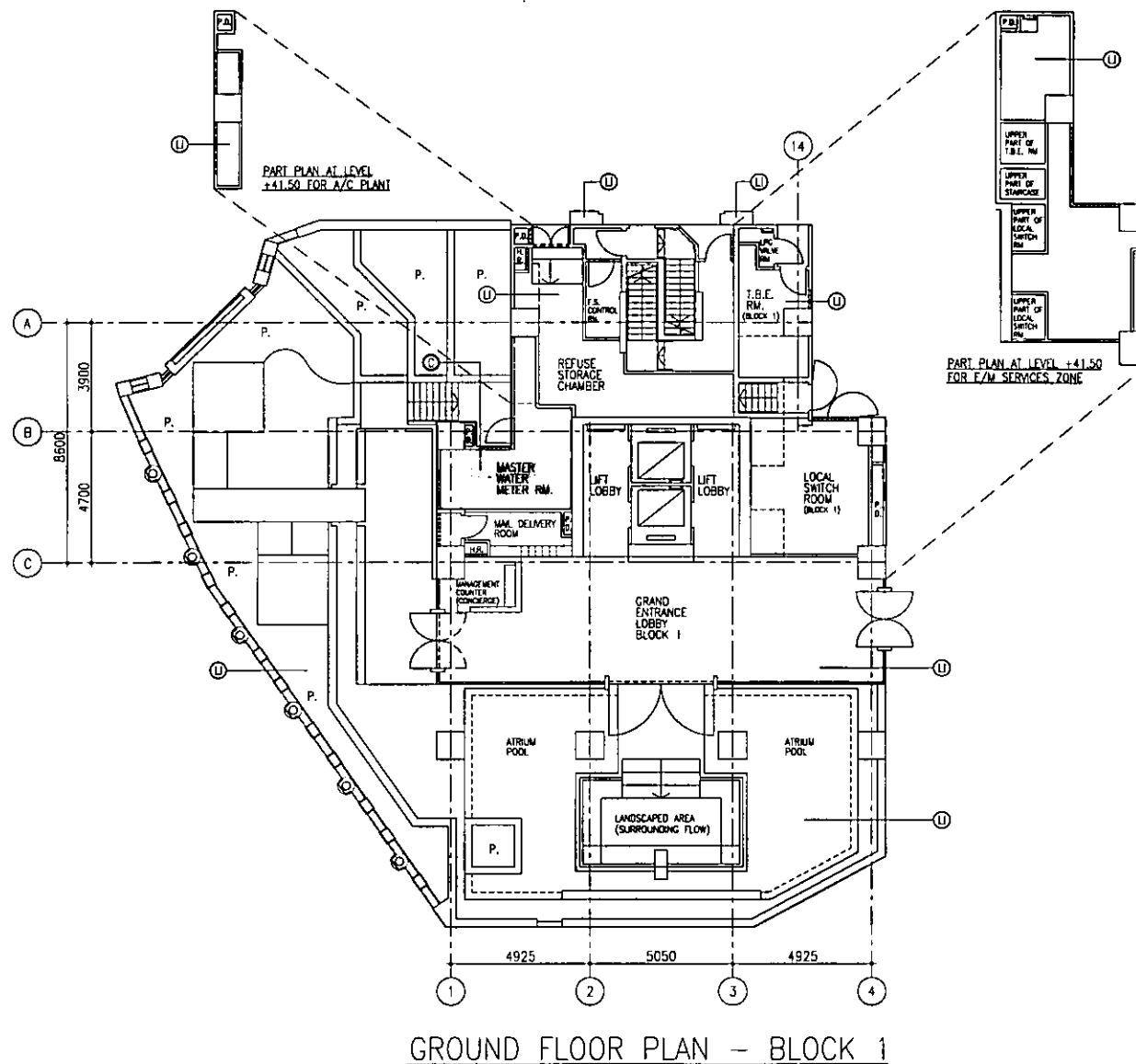
LEGEND:

① MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY





I hereby certify the accuracy of the plan

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

- ① MID-RISE BUILDING COMMON AREAS FOR BLOCK 1
- ② VILLAGE COMMON AREAS

NOTES:

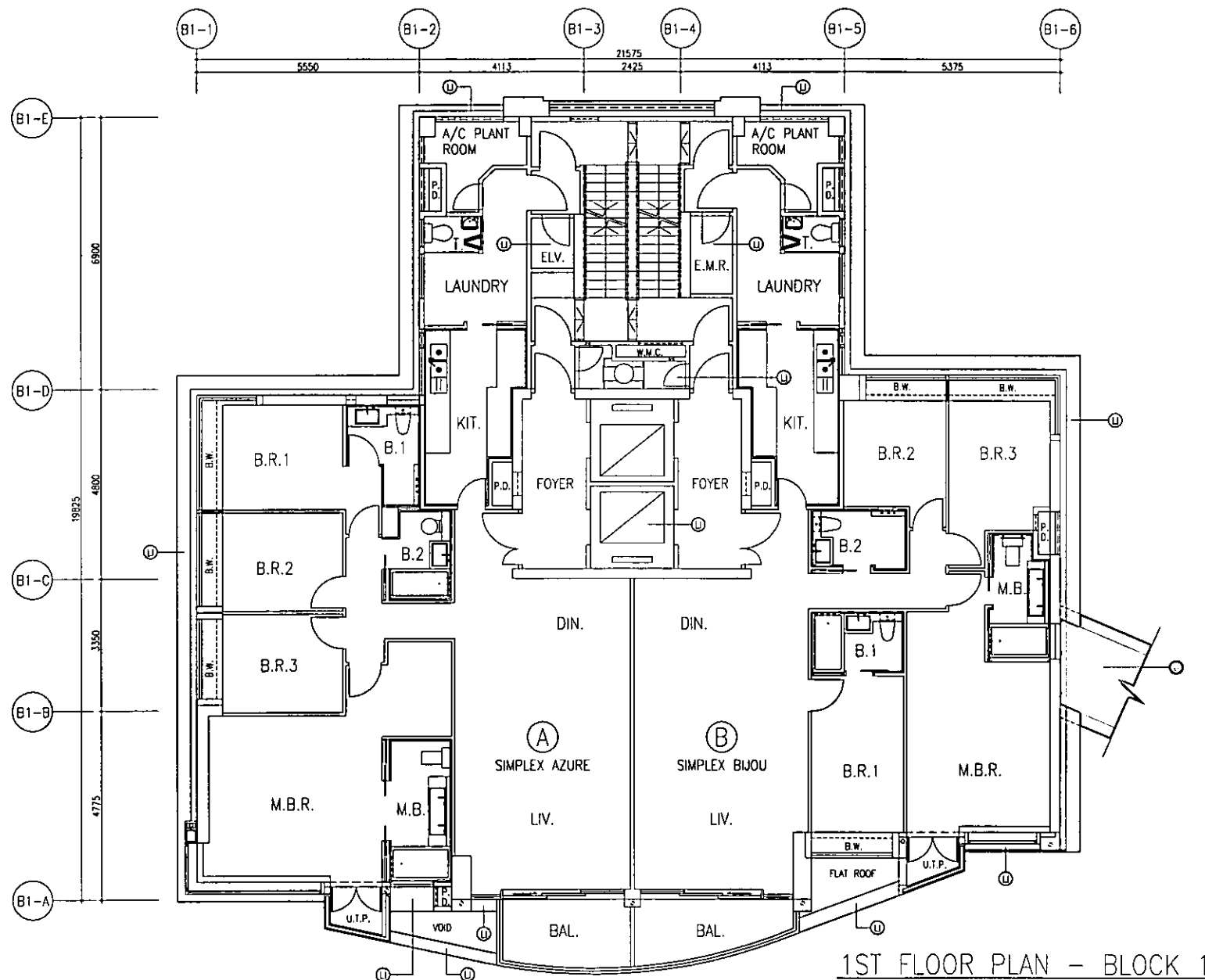
1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

DATE: MAY 14, 2013  
(REV. B)

註冊編號 M/N: 13061700630026 AAC



I hereby certify the accuracy of the plan

**K.**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

- Ⓢ MID-RISE BUILDING COMMON AREAS FOR BLOCK 1
- VILLAGE COMMON AREAS

NOTES:

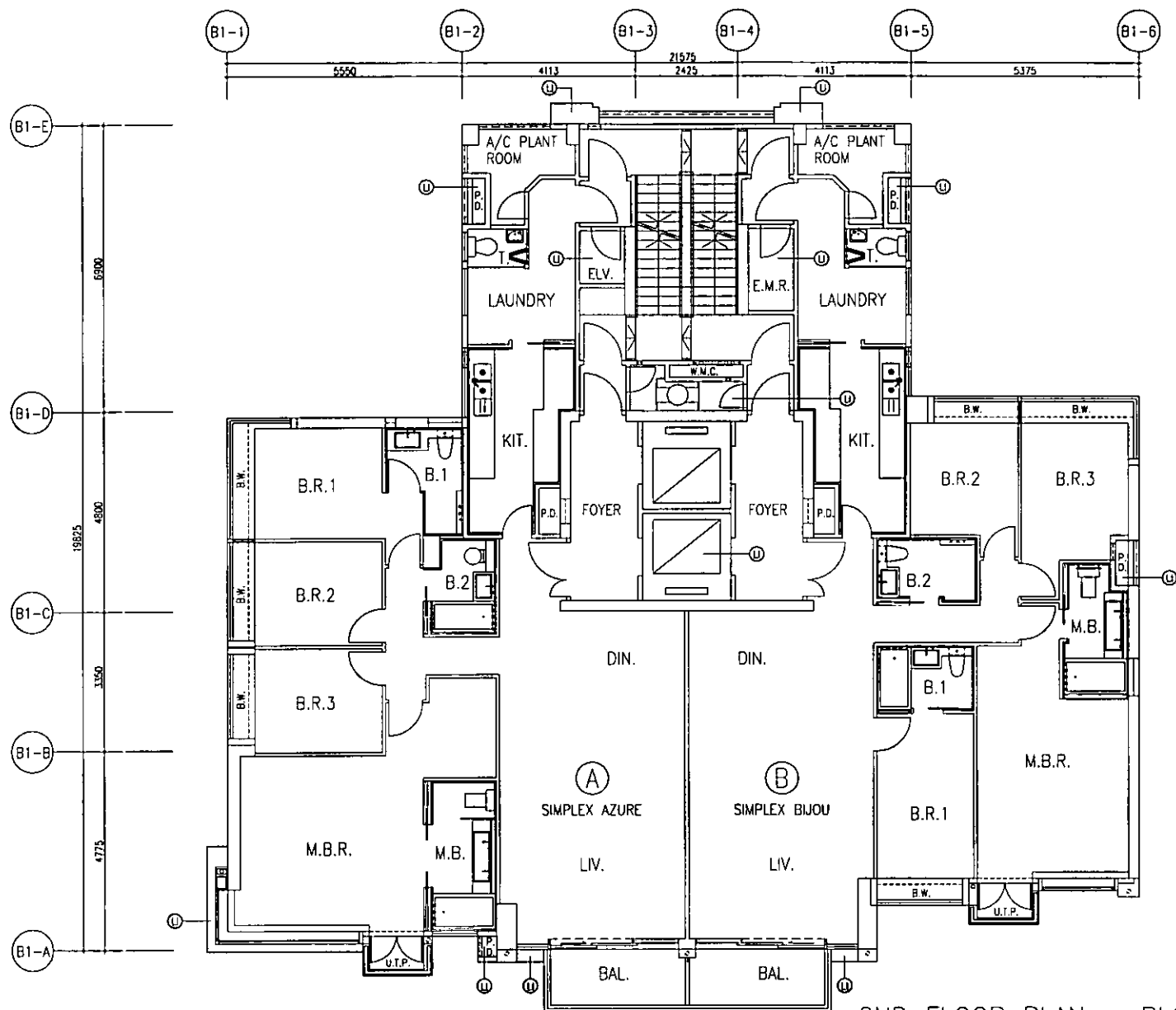
1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

DATE: MAY 14, 2013  
(REV. A)

註冊編號 M/N: 13061700630028 AAC



2ND FLOOR PLAN - BLOCK 1

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

*I hereby certify the accuracy of the plan*

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

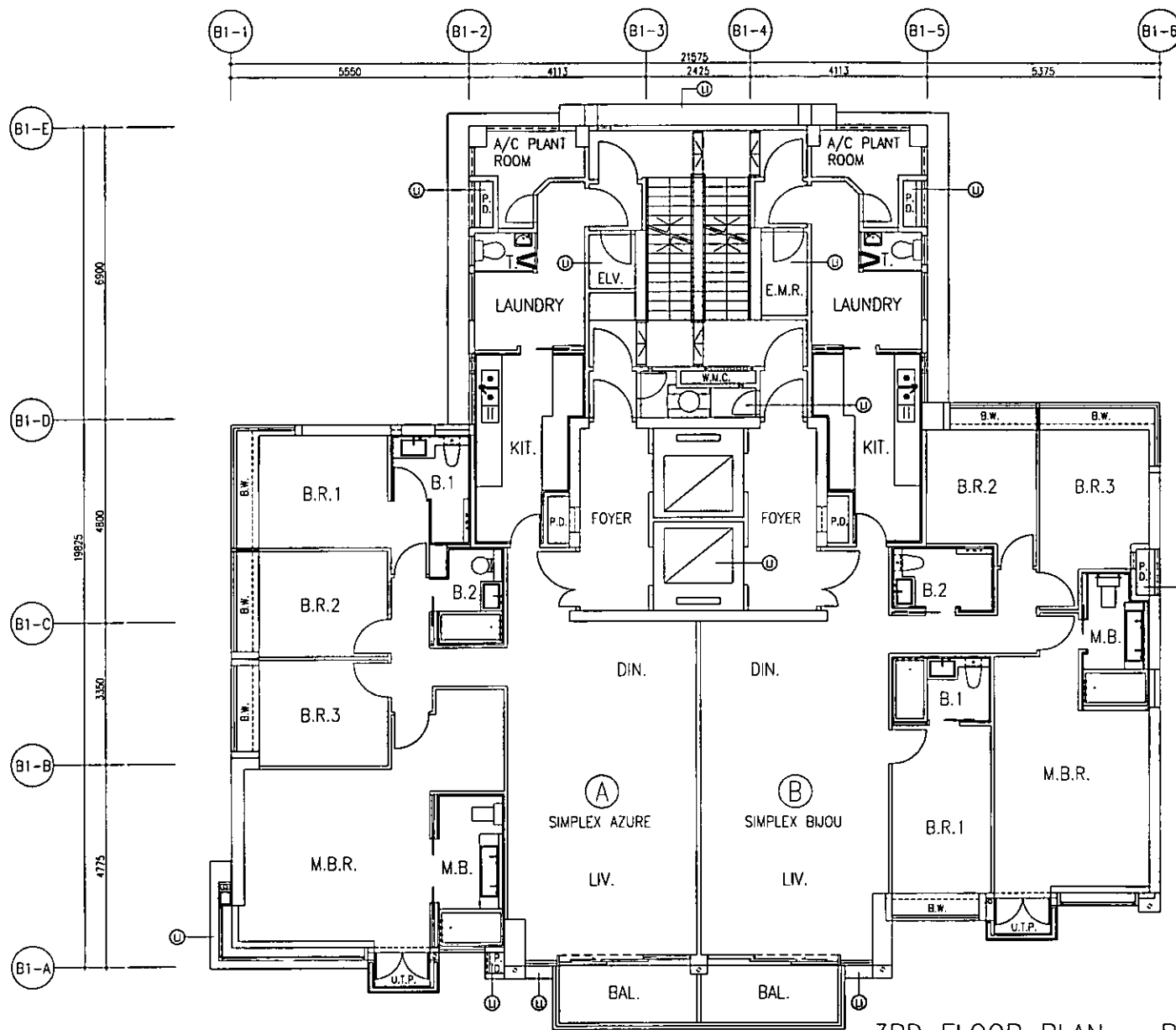
LEGEND:

① MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

DATE: MAY 14, 2013  
(REV. A)



3RD FLOOR PLAN - BLOCK 1

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



I hereby certify the accuracy of the plan

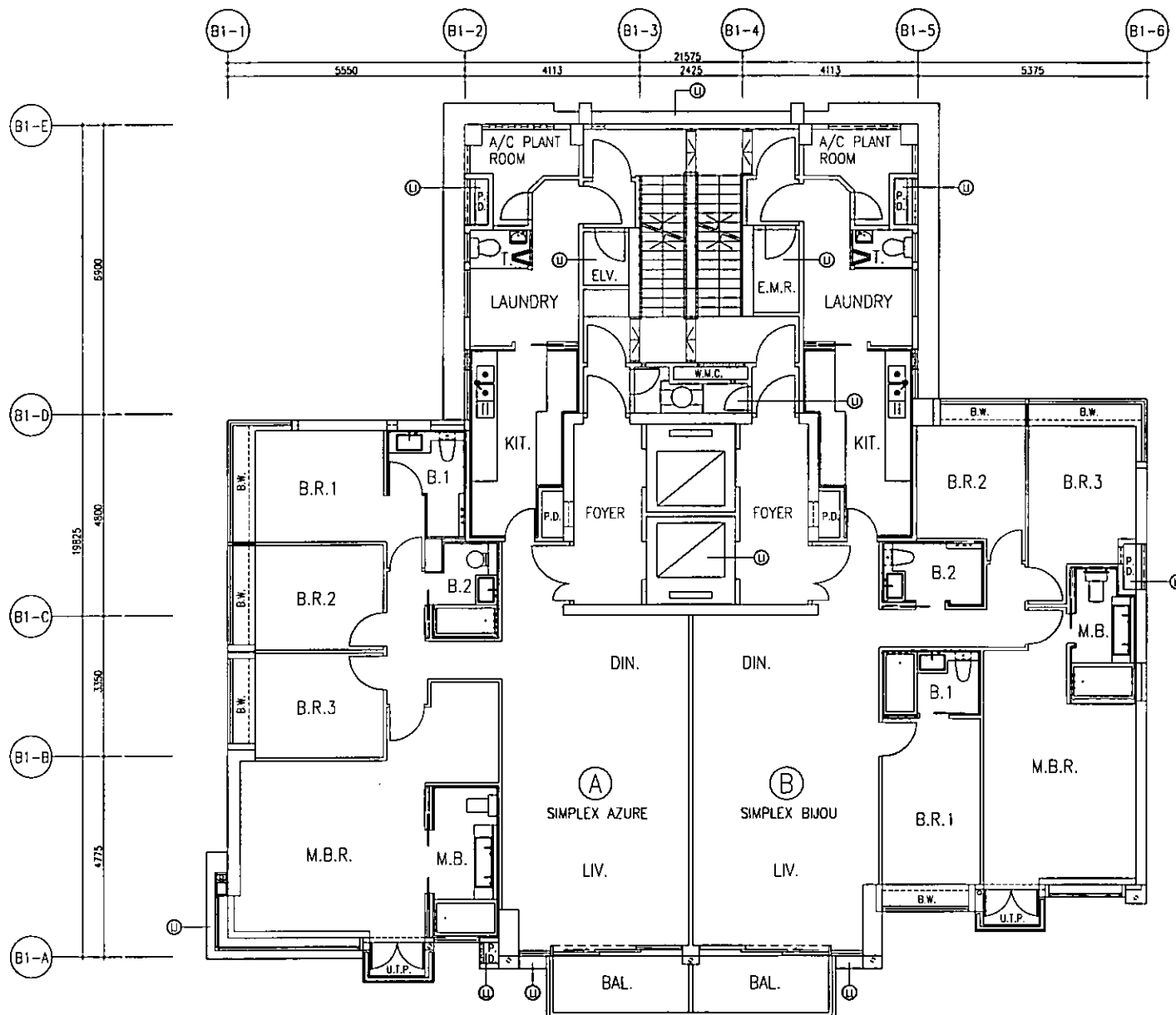
**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:  
(U) MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:  
1. NOT TO SCALE  
2. FOR INDICATION PURPOSE ONLY

DATE: MAY 14, 2013  
(REV. A)



注册建筑师 M/N: 13081700830026 A/C



*I hereby certify the accuracy of the plan*

**K.**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

① MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:

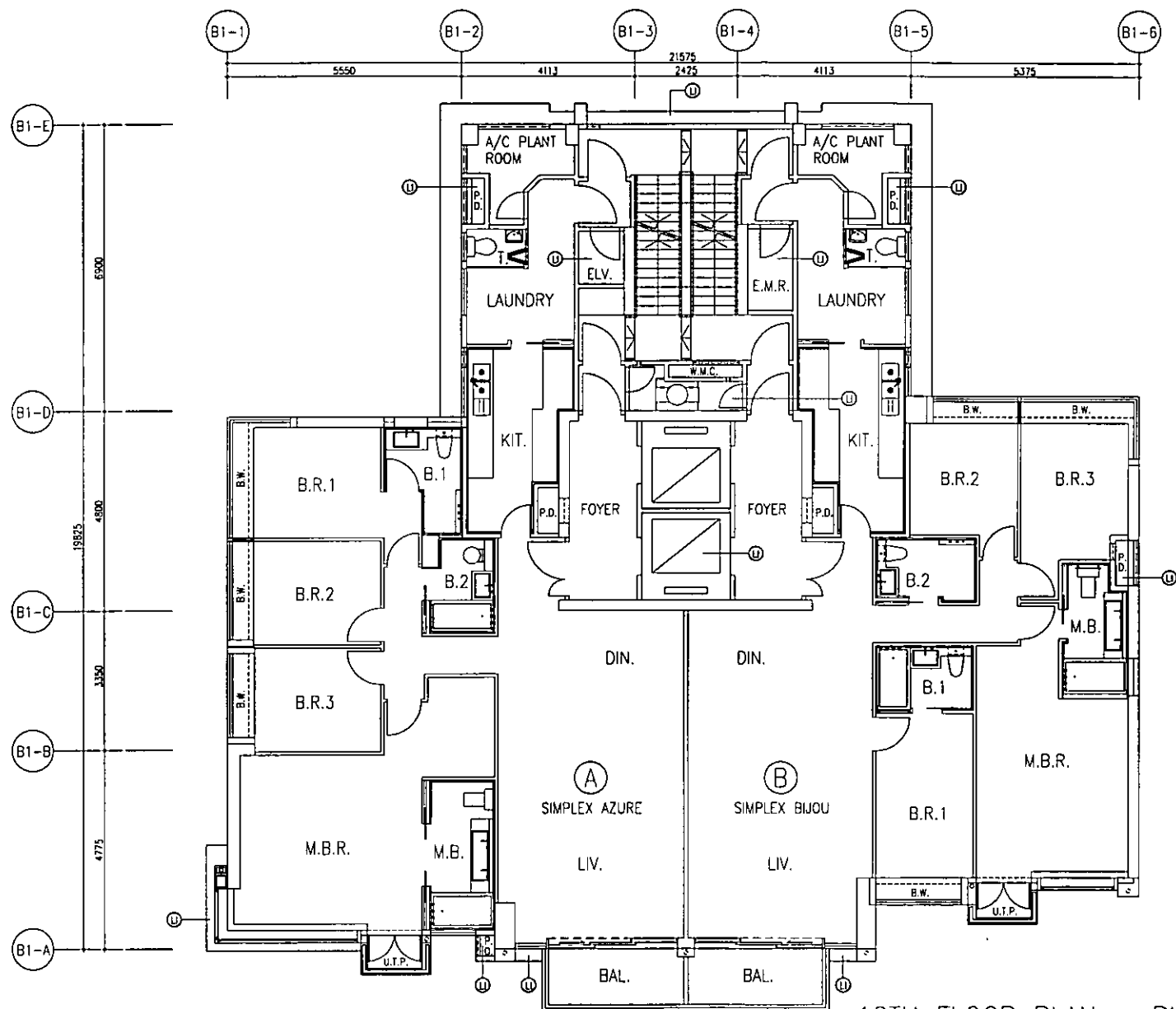
1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

5TH - 9TH FLOOR PLAN - BLOCK 1

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

DATE: MAY 14, 2013  
(REV. A)



10TH FLOOR PLAN - BLOCK 1

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



I hereby certify the accuracy of the plan

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

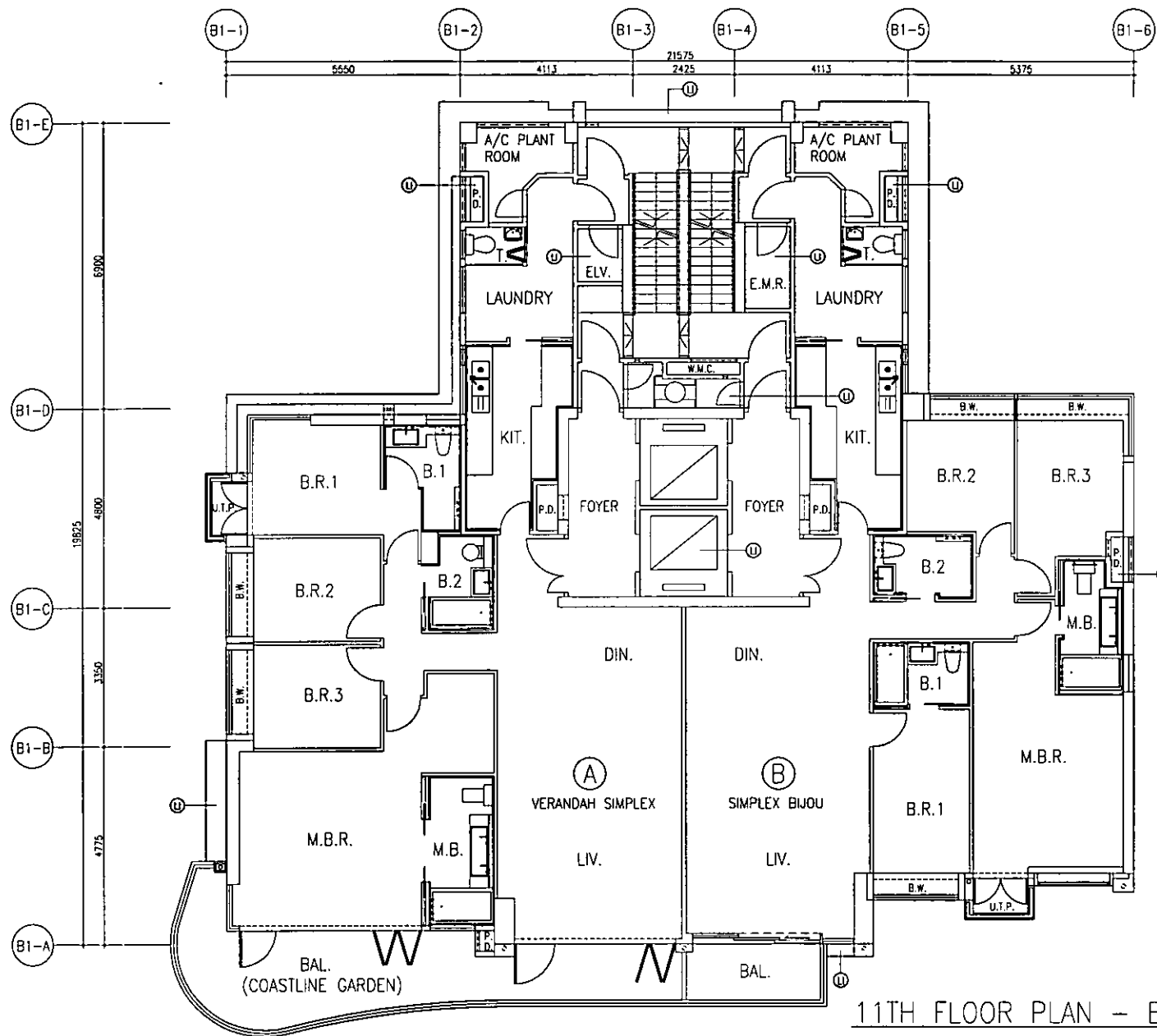
LEGEND:

Ⓢ MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

DATE: MAY 14, 2013  
(REV. A)



*I hereby certify the accuracy of the plan*

**K.**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

① MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:

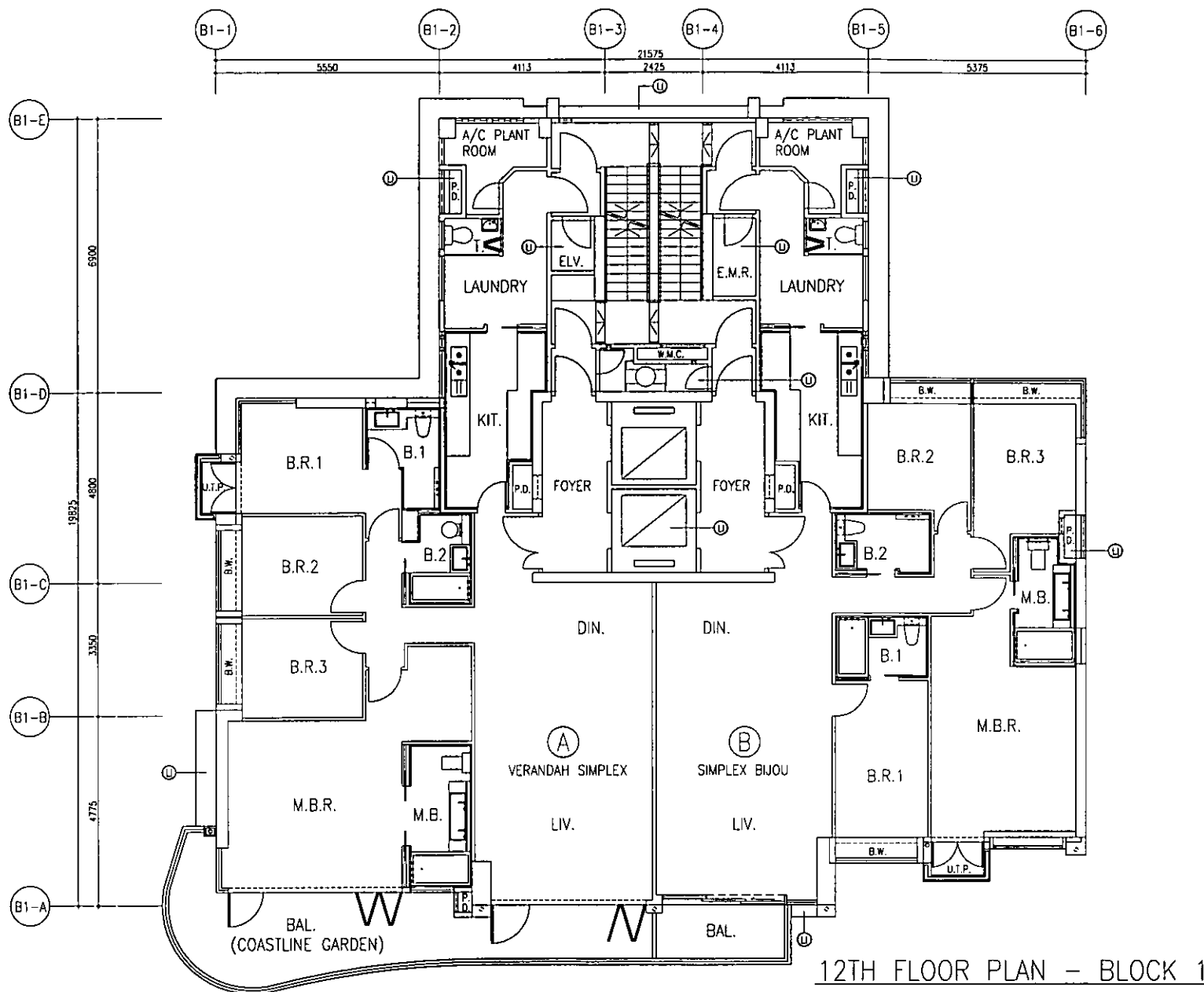
1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

## PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

11TH FLOOR PLAN - BLOCK 1

DATE: MAY 14, 2013  
(REV. A)



*I hereby certify the accuracy of the plan*

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

① MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:

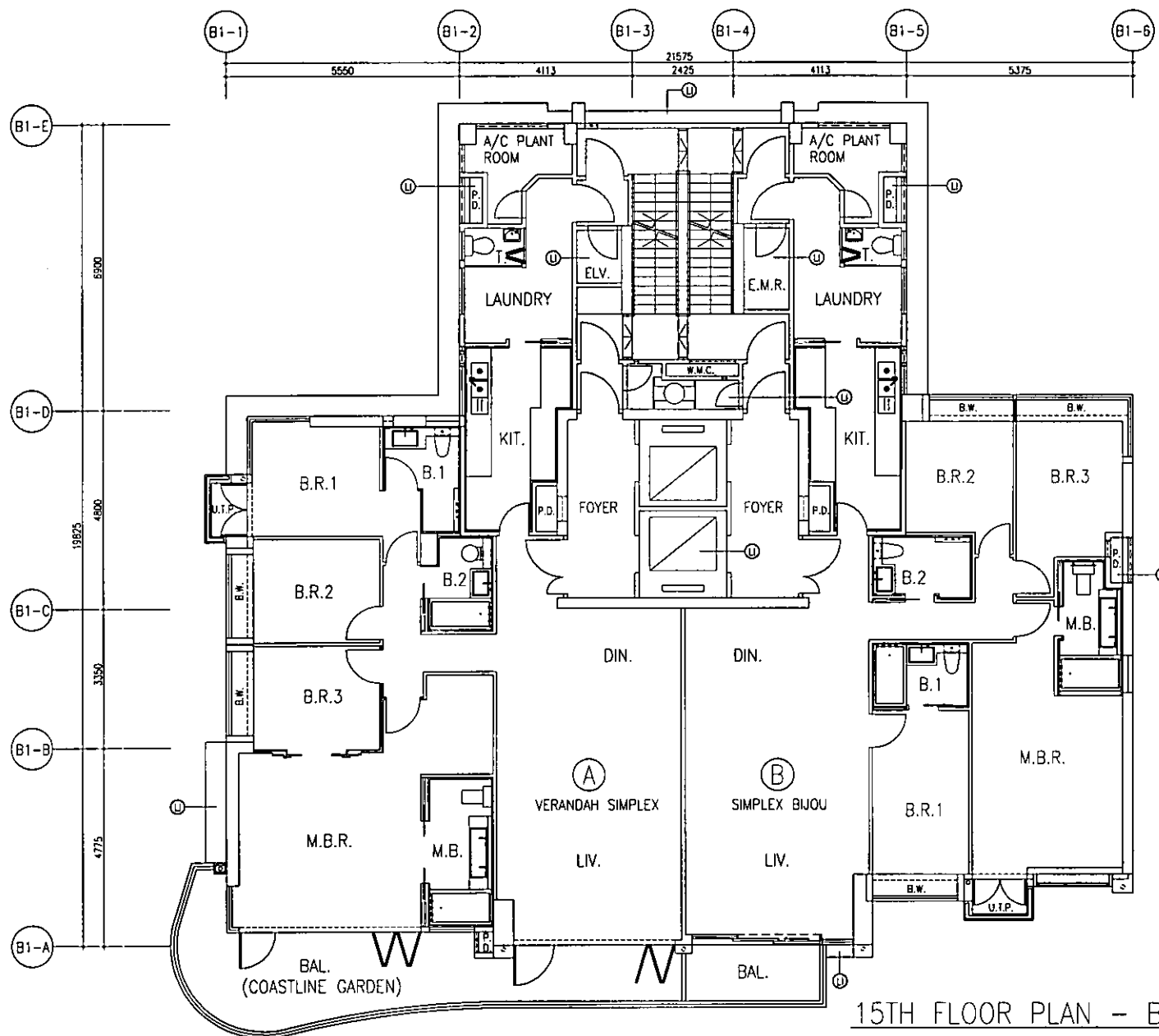
1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

## PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



DATE: MAY 14, 2013  
(REV. A)



註冊編號 M/N: 13081700830028 AAC



*I hereby certify the accuracy of the plan*

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

① MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:

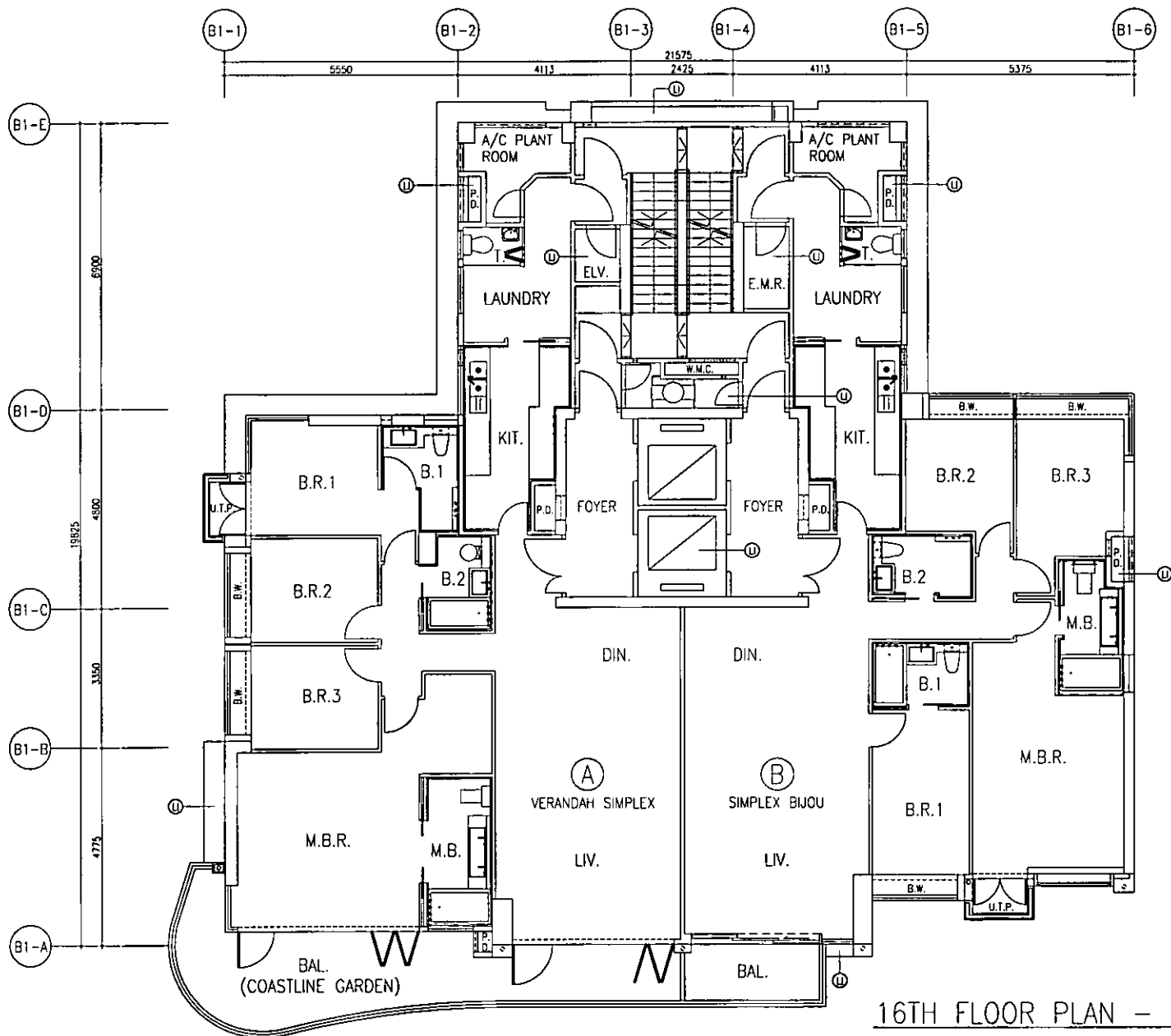
1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

## PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

15TH FLOOR PLAN - BLOCK 1

DATE: MAY 14, 2013  
(REV. A)



註冊樓宇測量師 M/N: 13081700830026 AAC



*I hereby certify the accuracy of the plan*

*K.T.H.*

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:  
① MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:  
1. NOT TO SCALE  
2. FOR INDICATION PURPOSE ONLY

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

16TH FLOOR PLAN - BLOCK 1

DATE: MAY 14, 2013  
(REV. A)

註冊編號 M/N: 13061700630026 AAC



*I hereby certify the accuracy of the plan*

**K**

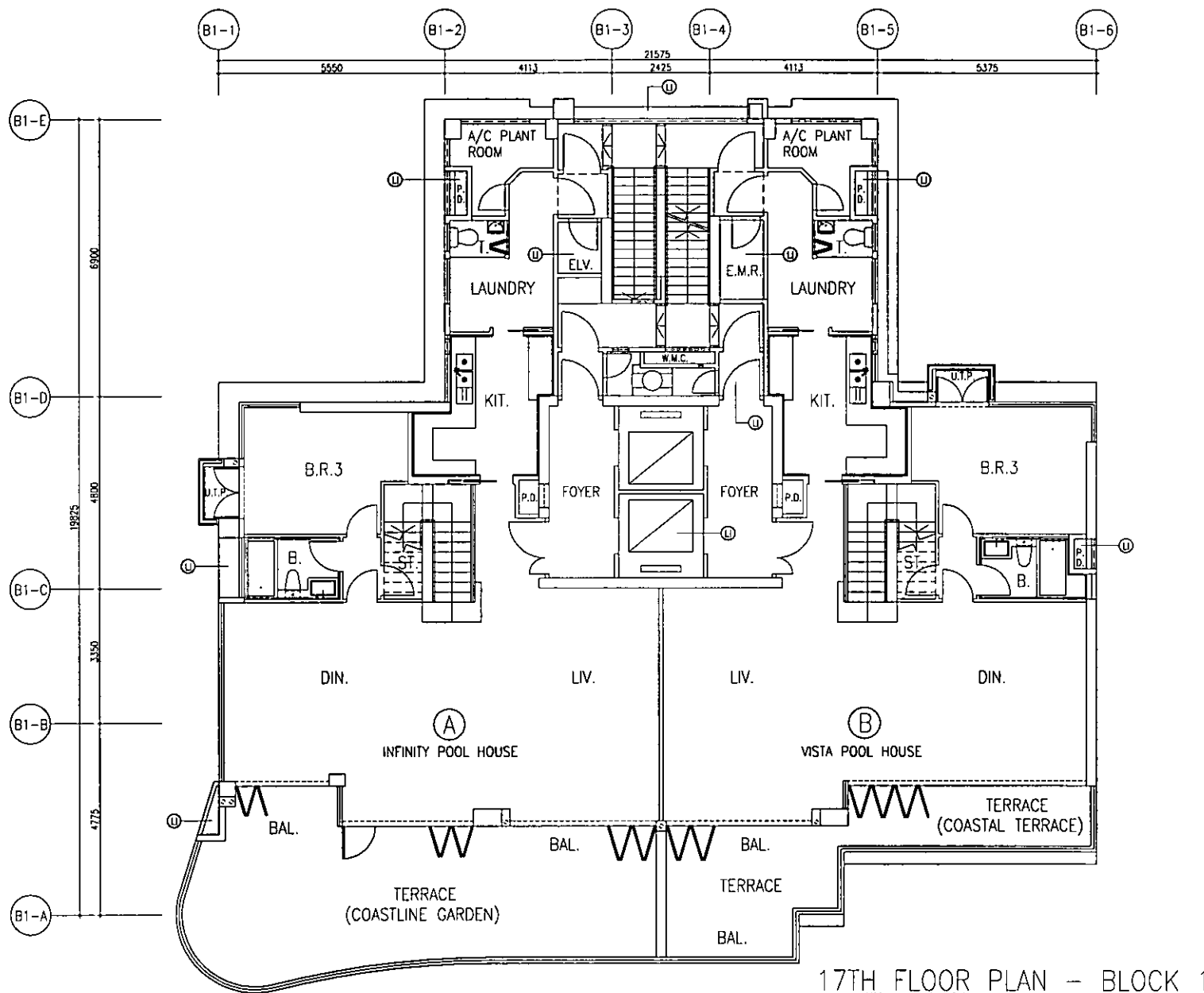
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

Ⓢ MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



17TH FLOOR PLAN - BLOCK 1

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

DATE: MAY 14, 2013  
(REV. A)

註冊編號 M/N: 13061700630026 A/C



*I hereby certify the accuracy of the plan*

**K**

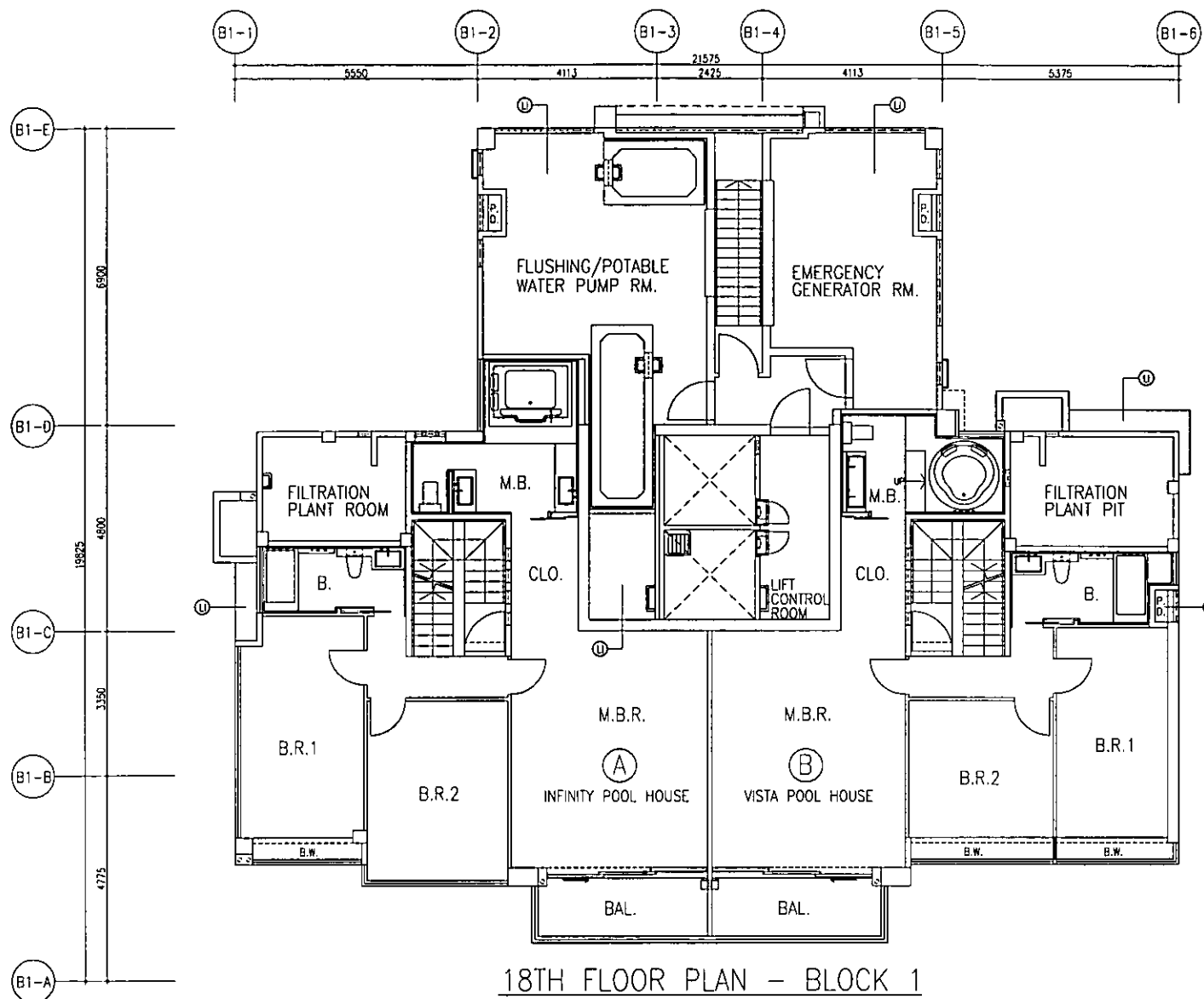
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

① MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



18TH FLOOR PLAN - BLOCK 1

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

DATE: MAY 14, 2013  
(REV. A)

註冊建築師 M/N: 13081700630026 MAC



*I hereby certify the accuracy of the plan*

**K**

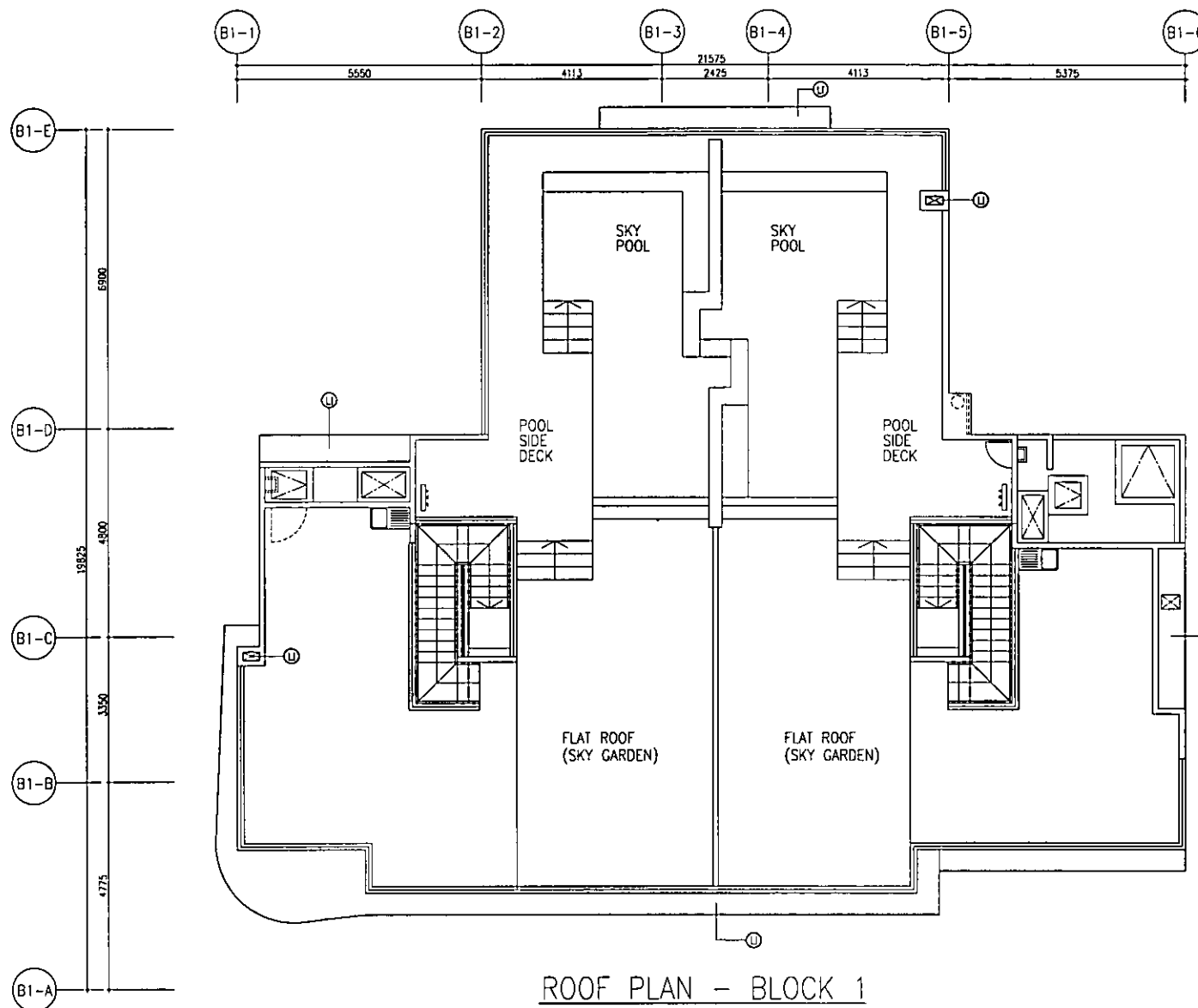
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

① MID-RISE BUILDING COMMON AREAS FOR BLOCK 1

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



ROOF PLAN - BLOCK 1

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

Architectural floor plan of a building complex. The plan includes various rooms, pools, and landscaping. Key features include:

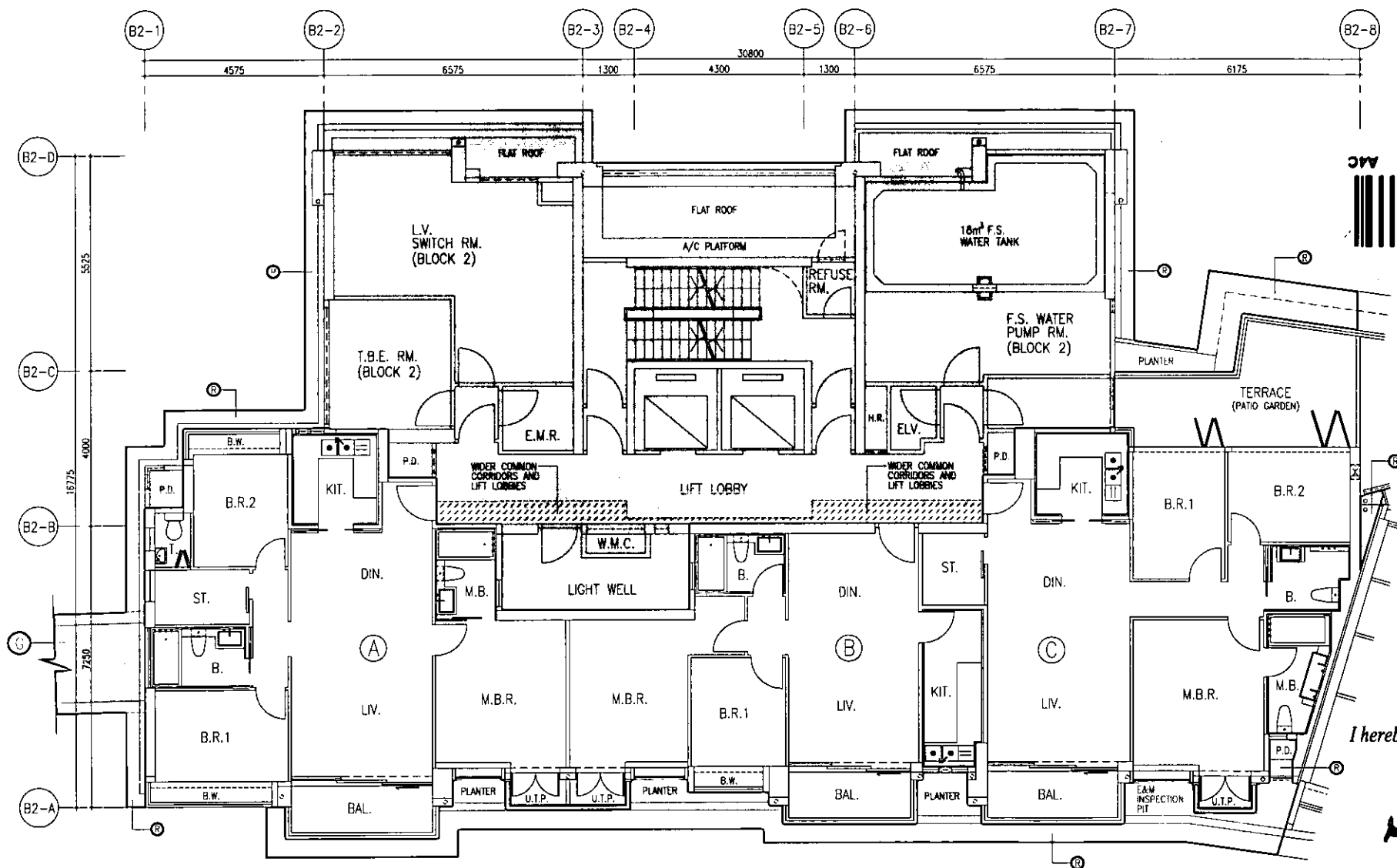
- Rooms and Spaces:** Management Office (Customer Centre), Refuse Storage Chamber, Control RM, Lift Lobby Block 2, Grand Entrance Lobby (Block 2 & 3), Lift Lobby Block 3, Main Switch Room, Transformer Room, Landscaped Area (Surrounding Floor), Atrium Pool, and Strium Pool.
- Dimensions:** 6075, 6900, 5875, 4200.
- Part Plans:** PART PLAN AT LEVEL +13.05 FOR A/C PLANT (multiple locations).
- Other Labels:** DIS., P.C., P.S., P., R., T., S., M., N., O., P., Q., R., S., T., U., V., W., X., Y., Z., AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UU, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

I hereby certify the accuracy of the plan

I.

PAGE 21/39

DATE: MAY 14, 2013  
(REV. B)



註冊建築師 M/N: 13081700630028 AAC



I hereby certify the accuracy of the plan

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

Ⓔ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

Ⓒ VILLAGE COMMON AREAS

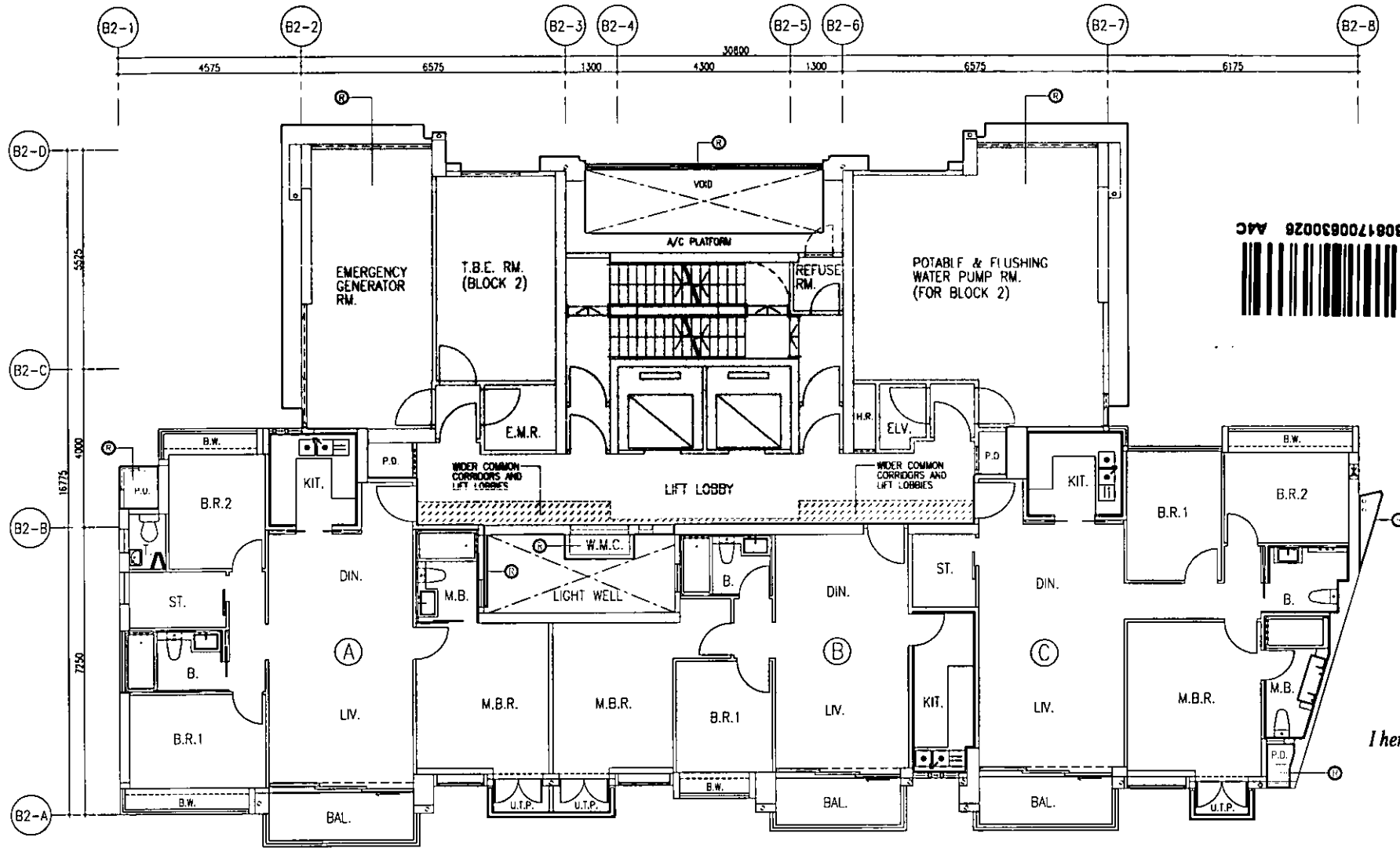
NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

1ST FLOOR PLAN - BLOCK 2

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



2ND FLOOR PLAN - BLOCK 2

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

I hereby certify the accuracy of the plan

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

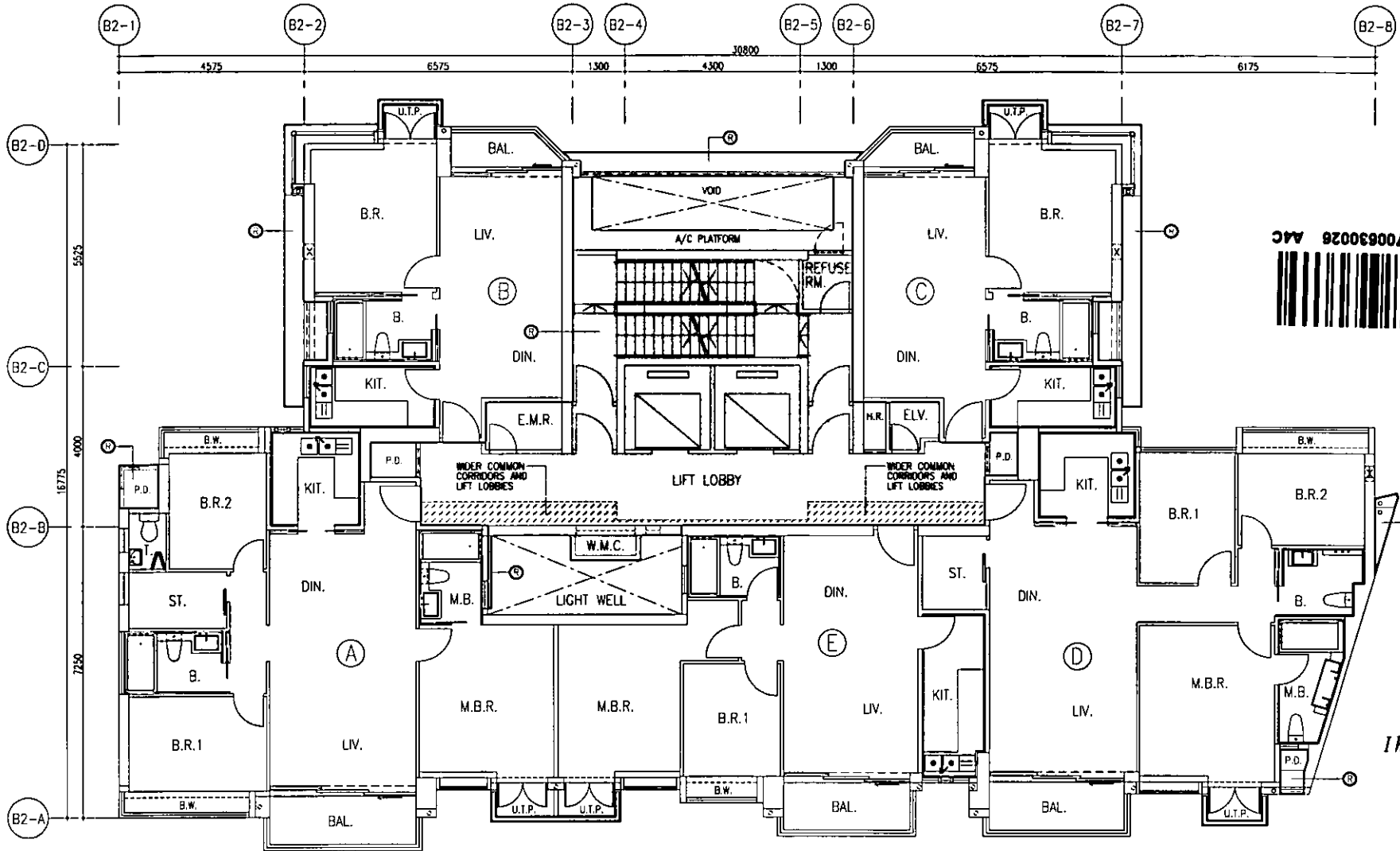
LEGEND:

(M) MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY





3RD FLOOR PLAN - BLOCK 2

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

I hereby certify the accuracy of the plan

**K**

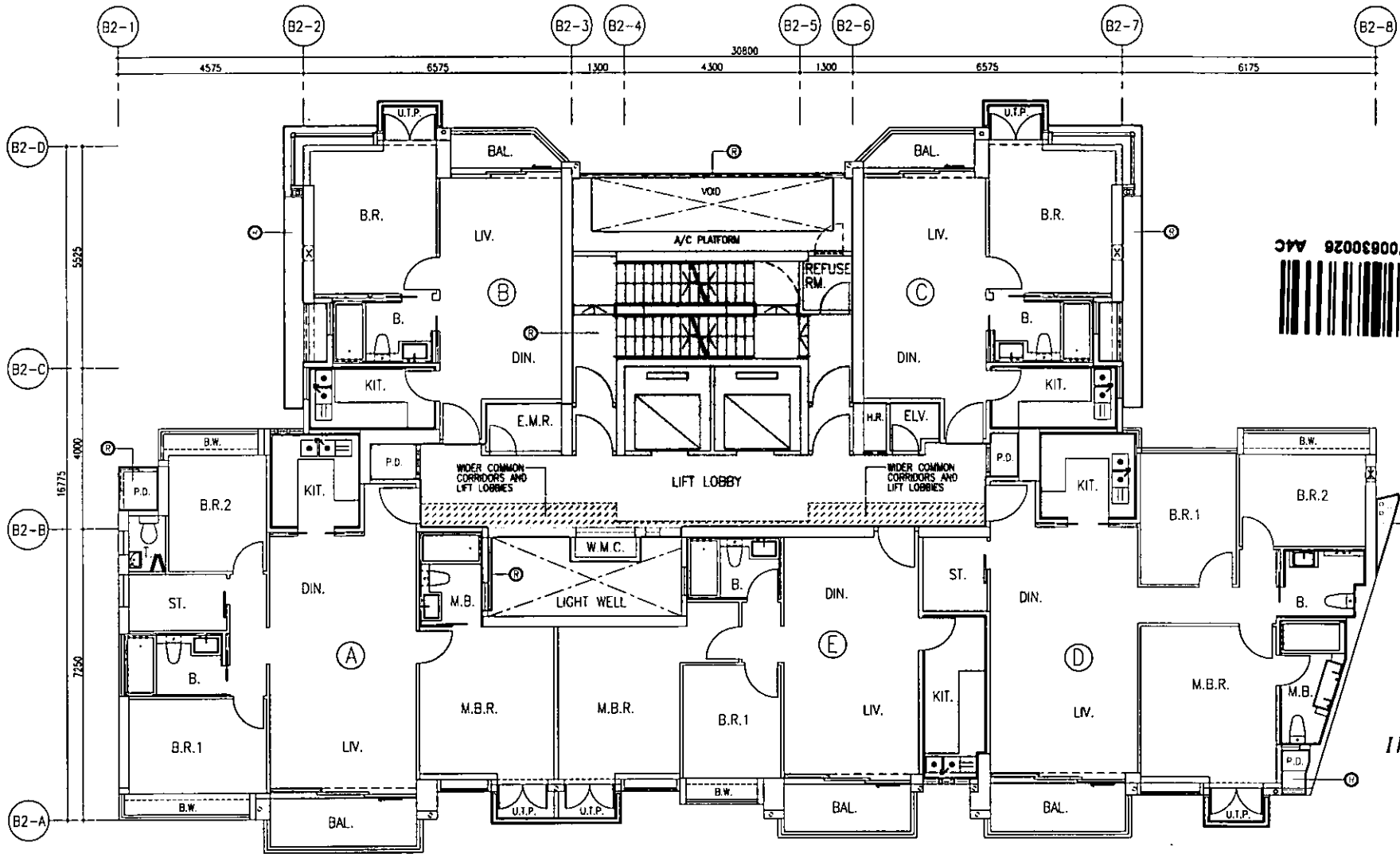
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

⊙ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



5TH - 10TH FLOOR PLAN - BLOCK 2

I hereby certify the accuracy of the plan

**K**

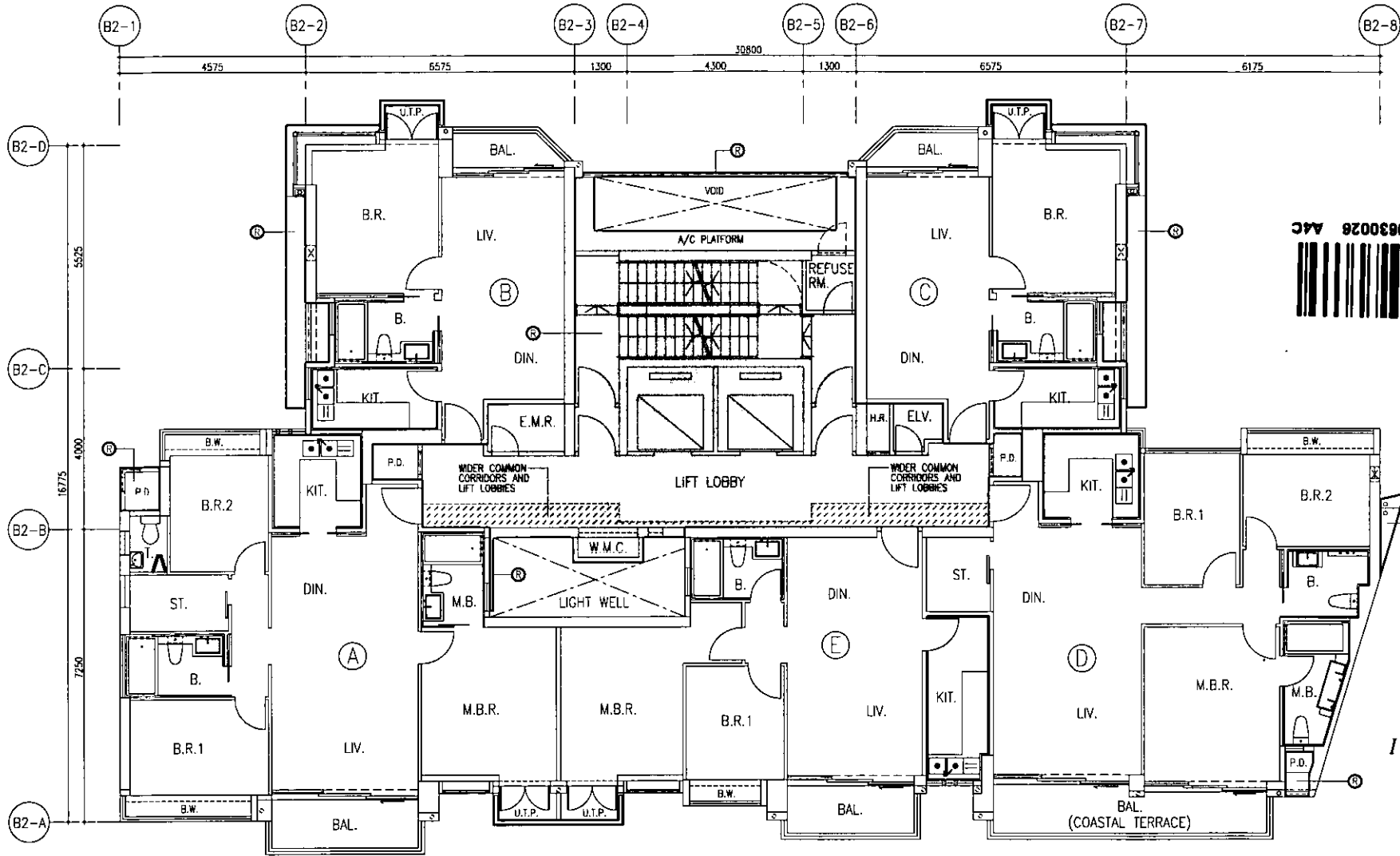
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:  
⊙ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:  
1. NOT TO SCALE  
2. FOR INDICATION PURPOSE ONLY

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



11TH - 15TH FLOOR PLAN - BLOCK 2

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

I hereby certify the accuracy of the plan

**K.**

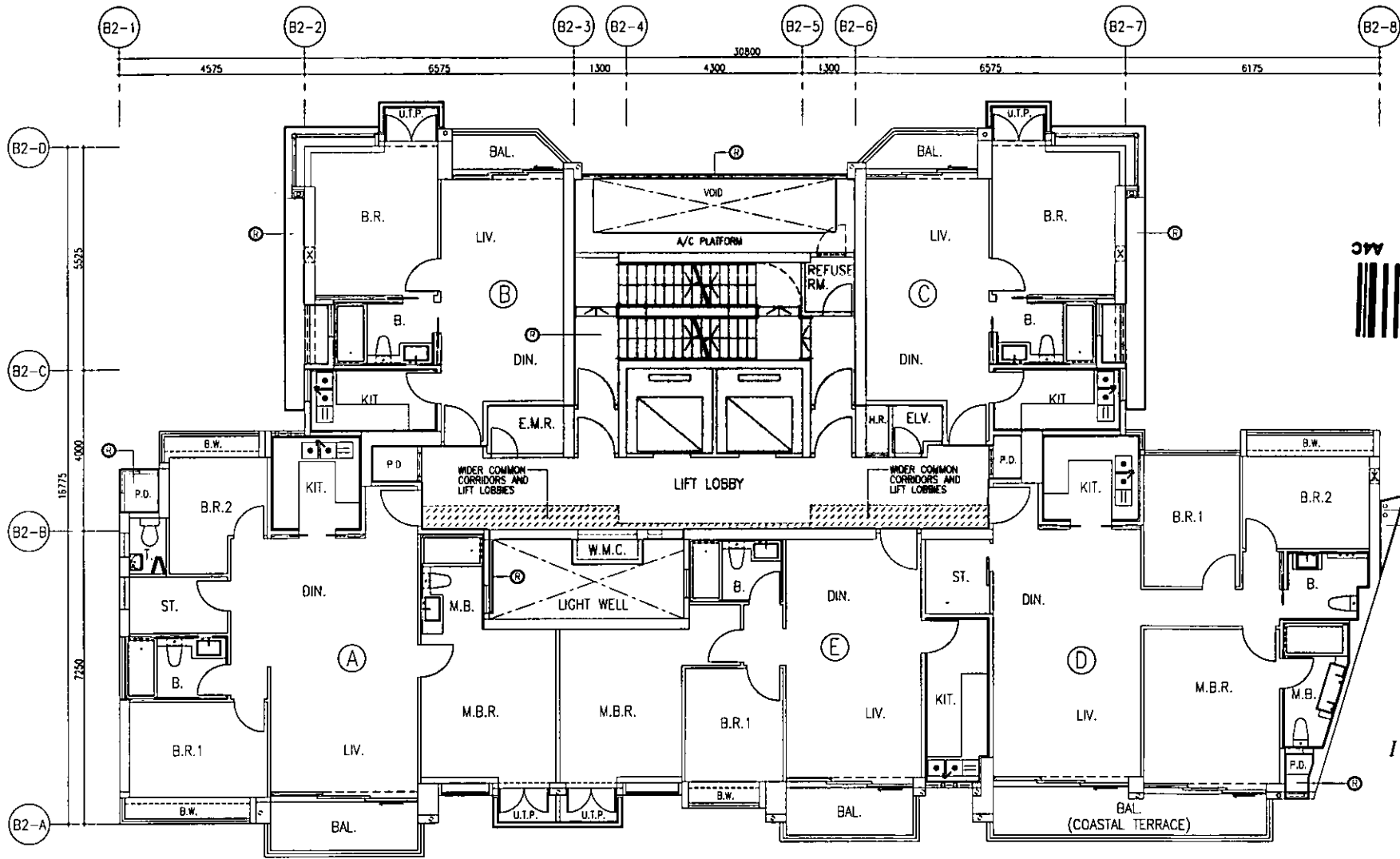
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

- (B) MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



I hereby certify the accuracy of the plan

**K.**

16TH FLOOR PLAN - BLOCK 2

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

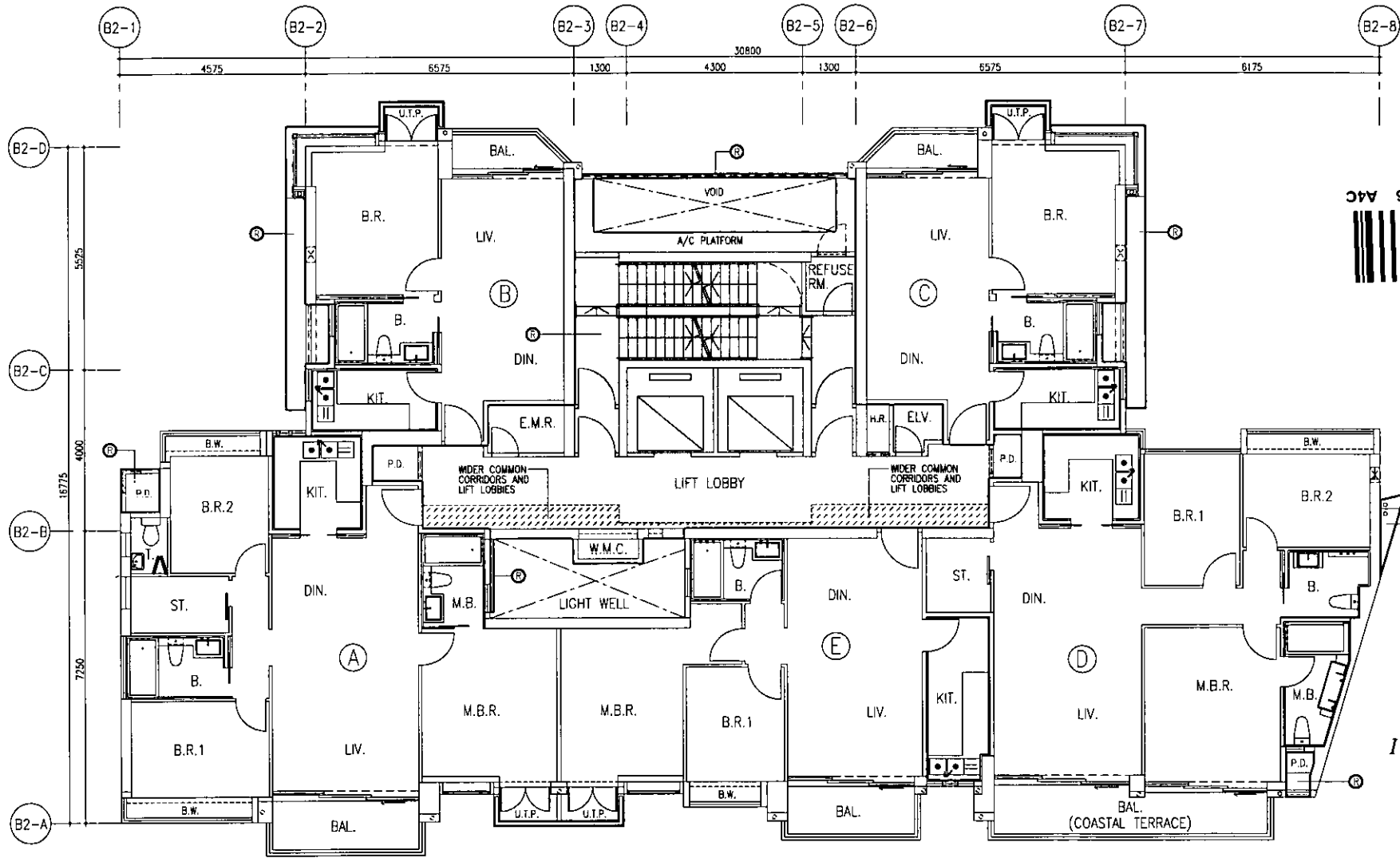
⊙ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



註冊建築師編號 M/N: 13061700630026 A4C



I hereby certify the accuracy of the plan

*[Signature]*

17TH FLOOR PLAN - BLOCK 2

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

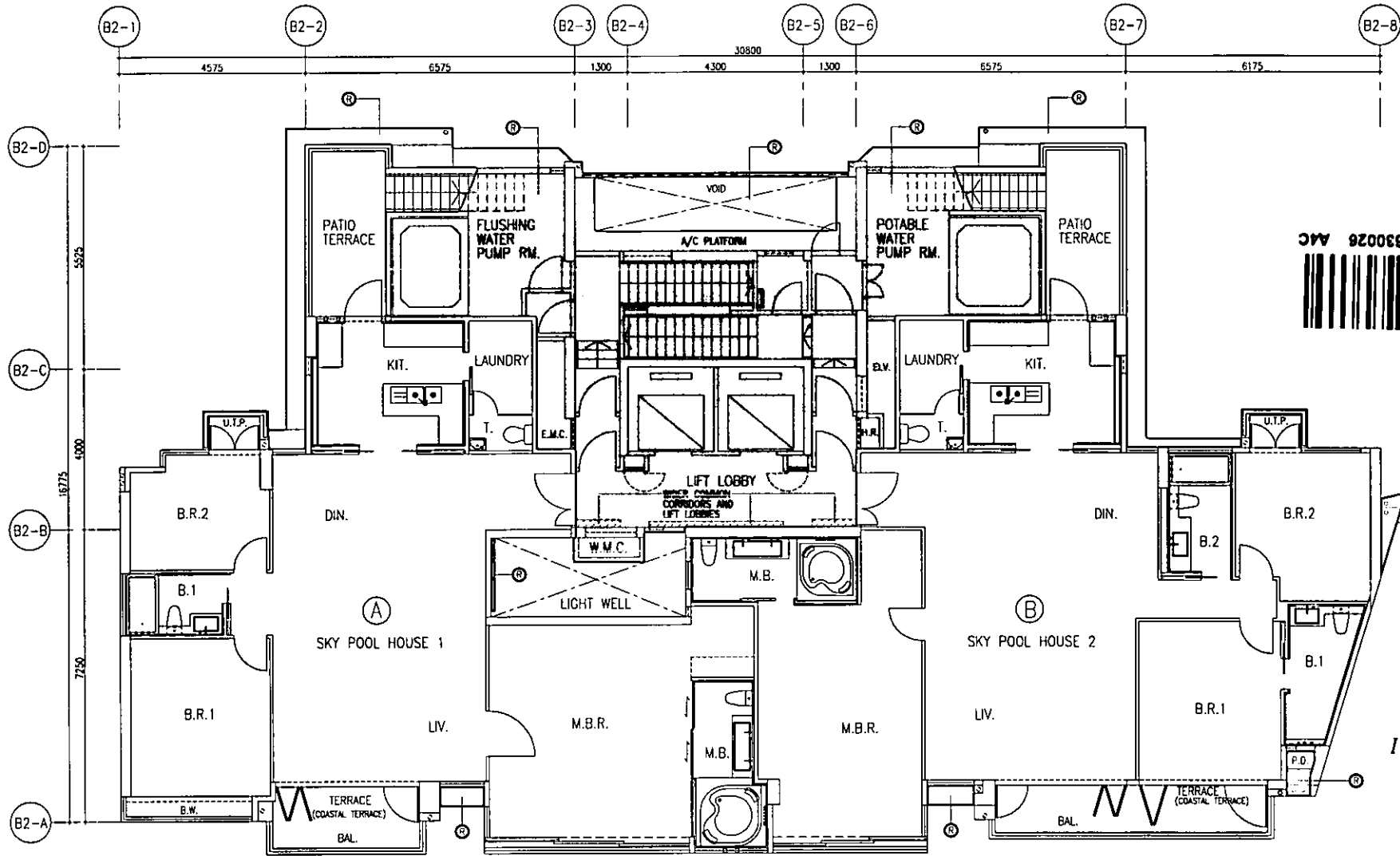
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

Ⓢ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



18TH FLOOR PLAN - BLOCK 2

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

I hereby certify the accuracy of the plan

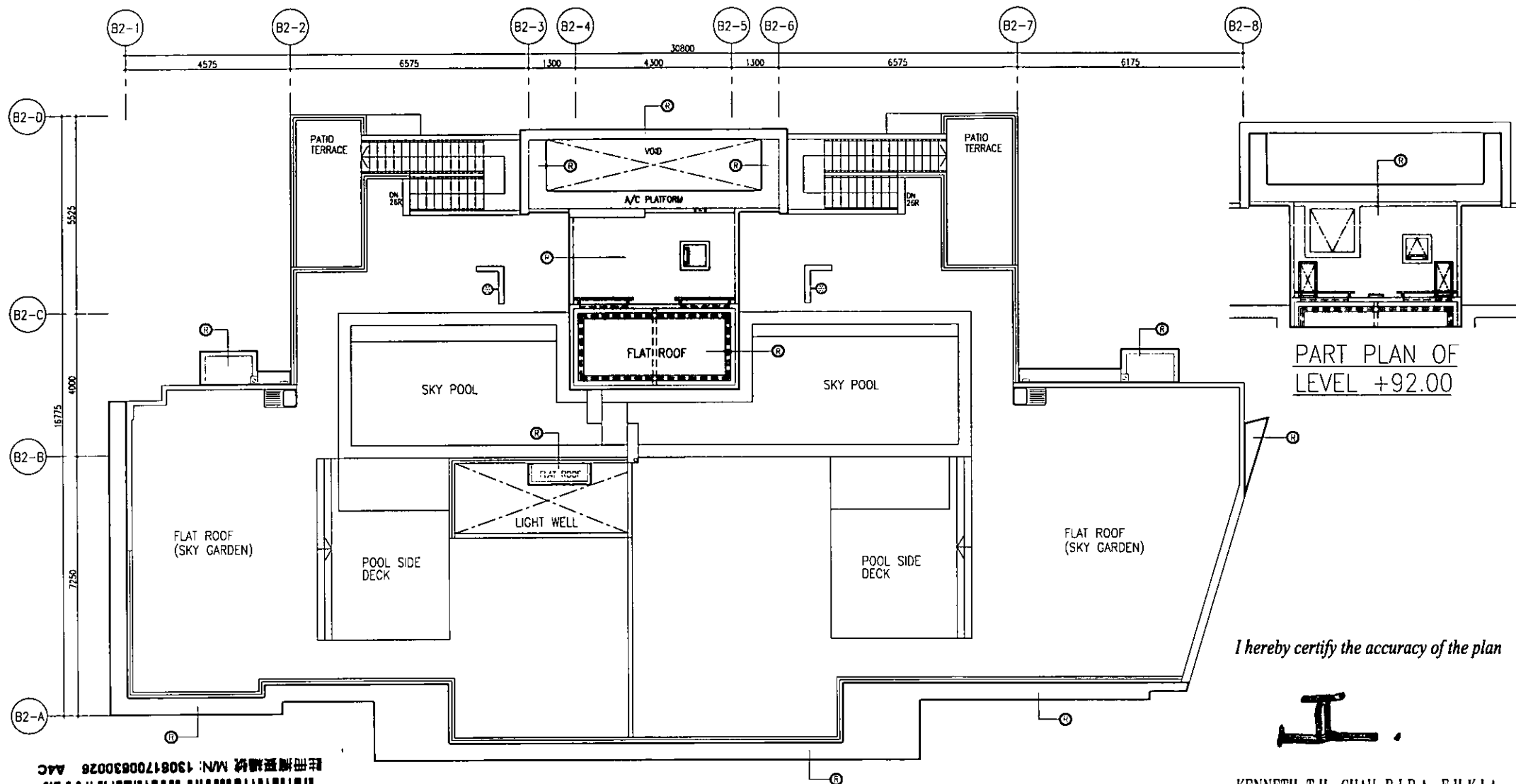
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

Ⓢ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



ROOF PLAN - BLOCK 2

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

I hereby certify the accuracy of the plan

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

## LEGEND:

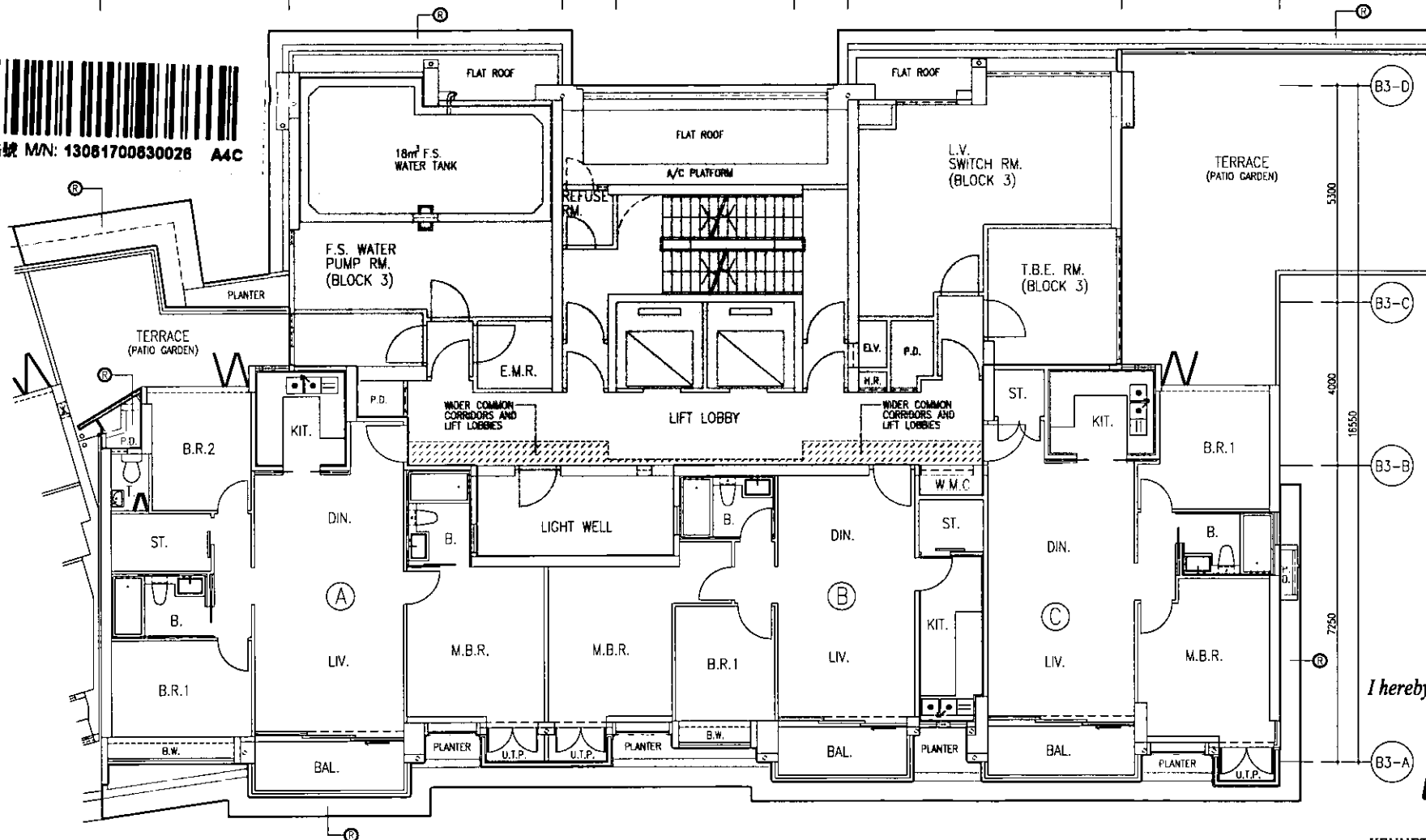
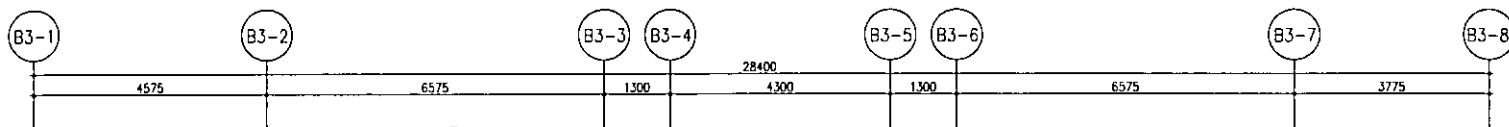
⊙ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

## NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

註冊測量師 M.N. 13061700630026 A/C





*I hereby certify the accuracy of the plan*

**K**

1ST FLOOR PLAN - BLOCK 3

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

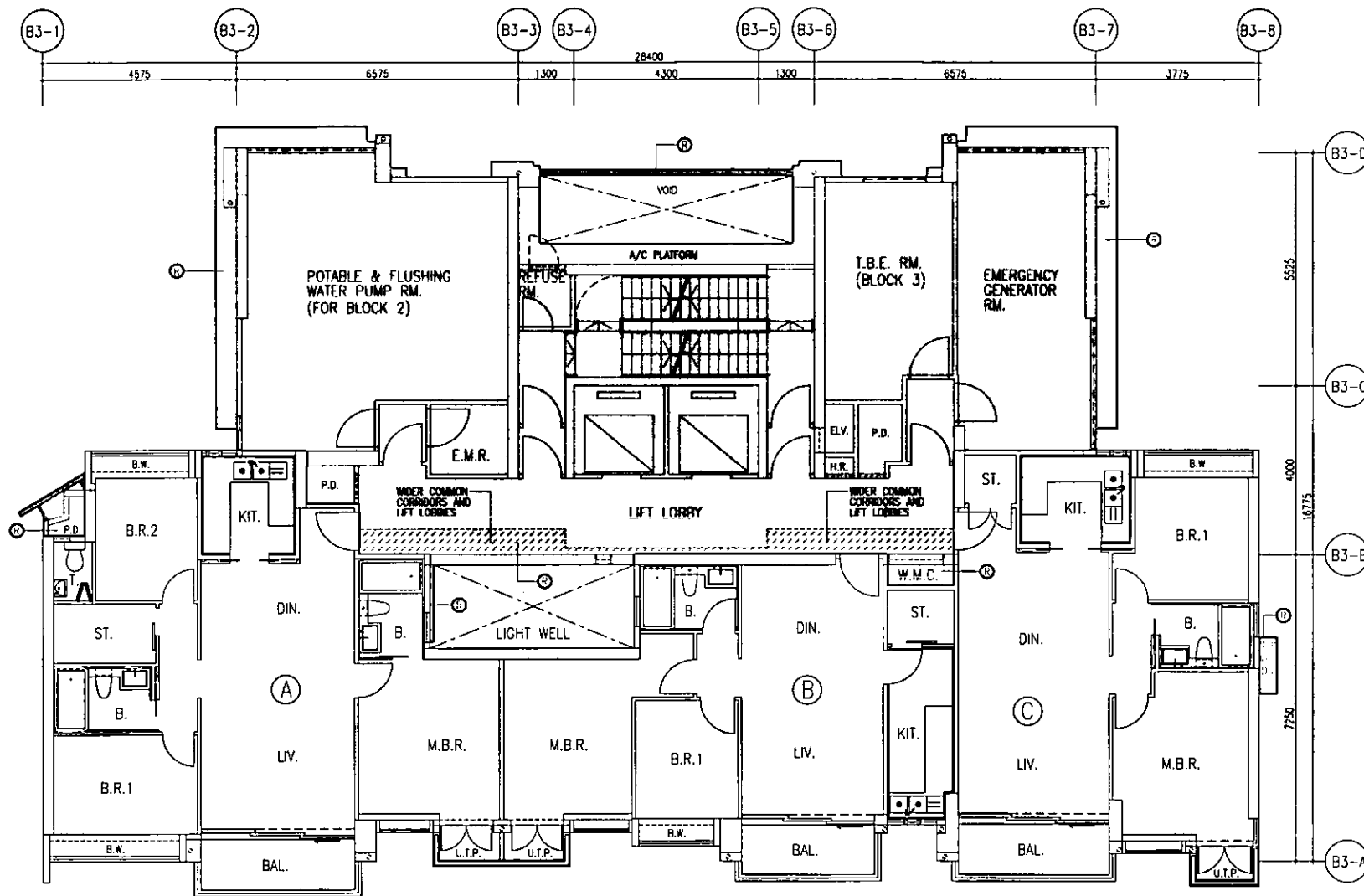
LEGEND:  
⊙ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:  
1. NOT TO SCALE  
2. FOR INDICATION PURPOSE ONLY

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352





2ND FLOOR PLAN - BLOCK 3

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



I hereby certify the accuracy of the plan

*[Signature]*

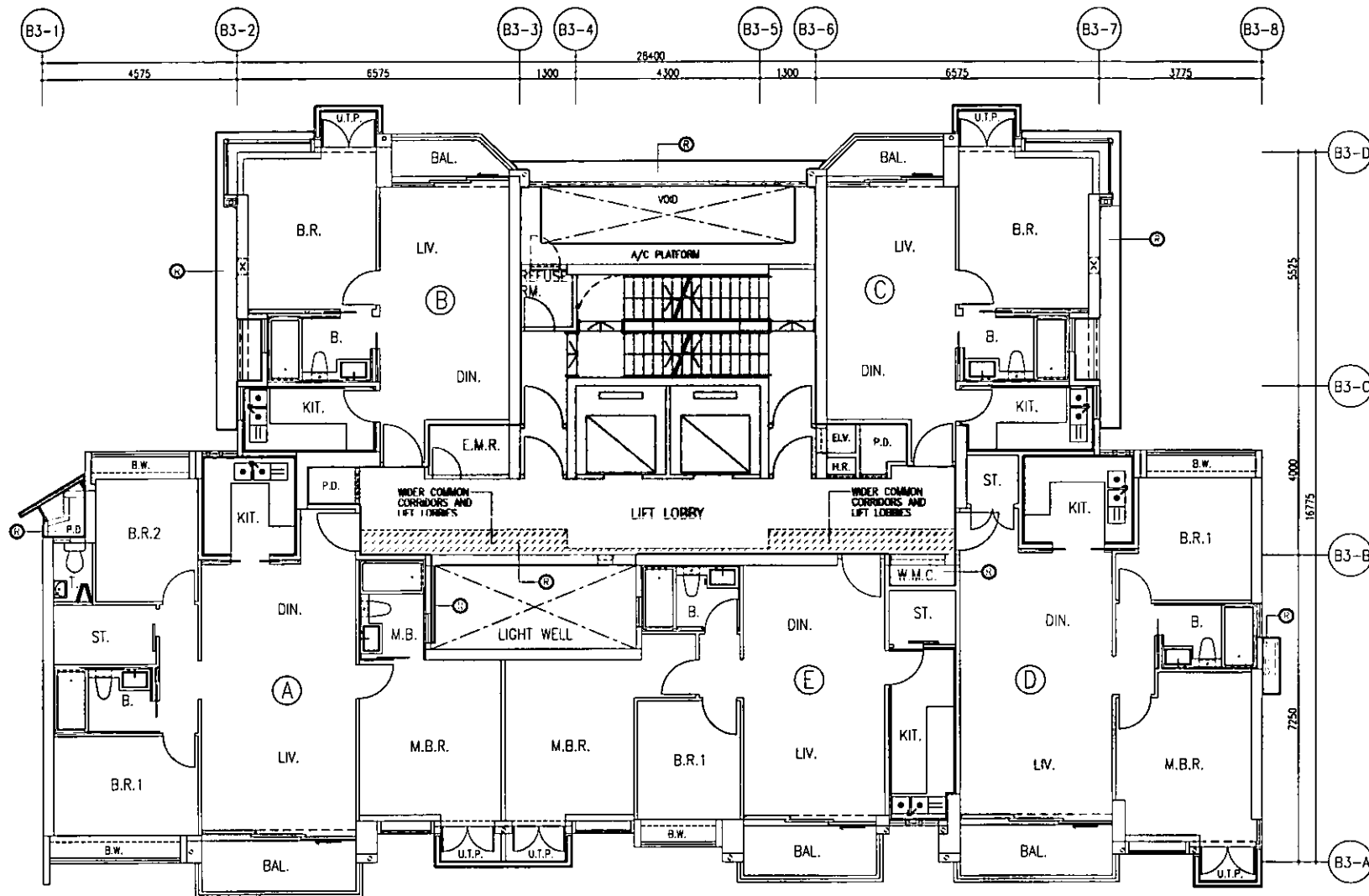
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

- Ⓢ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



3RD FLOOR PLAN - BLOCK 3

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

註冊測量師 M/N: 13061700630026 AAC



I hereby certify the accuracy of the plan

*[Signature]*

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

## LEGEND:

- ⊙ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

## NOTES:

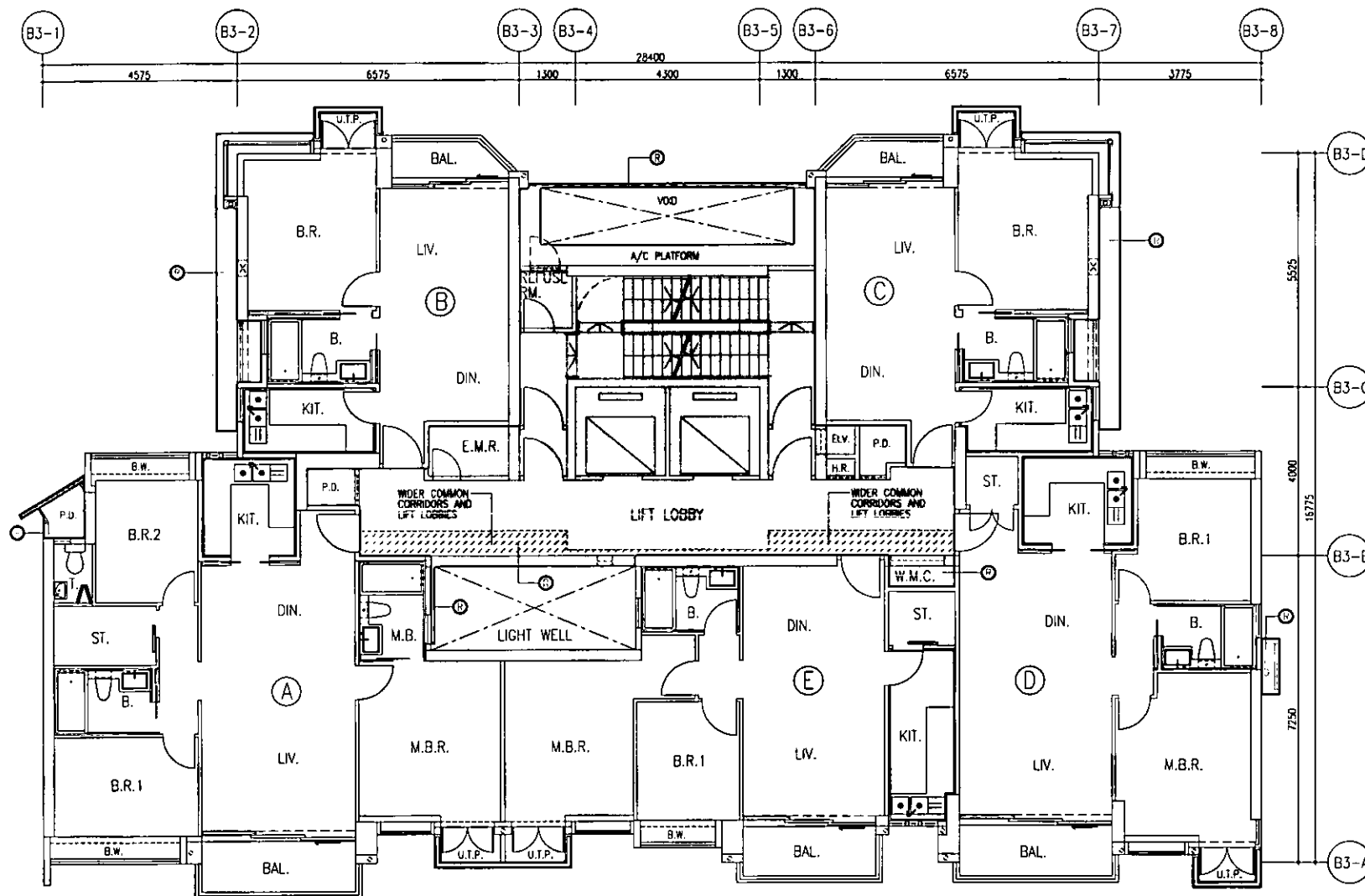
1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

PLAN FOR SUB-DEED OF MUTUAL COVENANT

PAGE 34/39



1. NOT TO SCALE  
2. FOR INDICATION PURPOSE ONLY



9TH - 10TH FLOOR PLAN - BLOCK 3

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

註冊測量師 M/N: 13081700630026 AAC



I hereby certify the accuracy of the plan

**K**

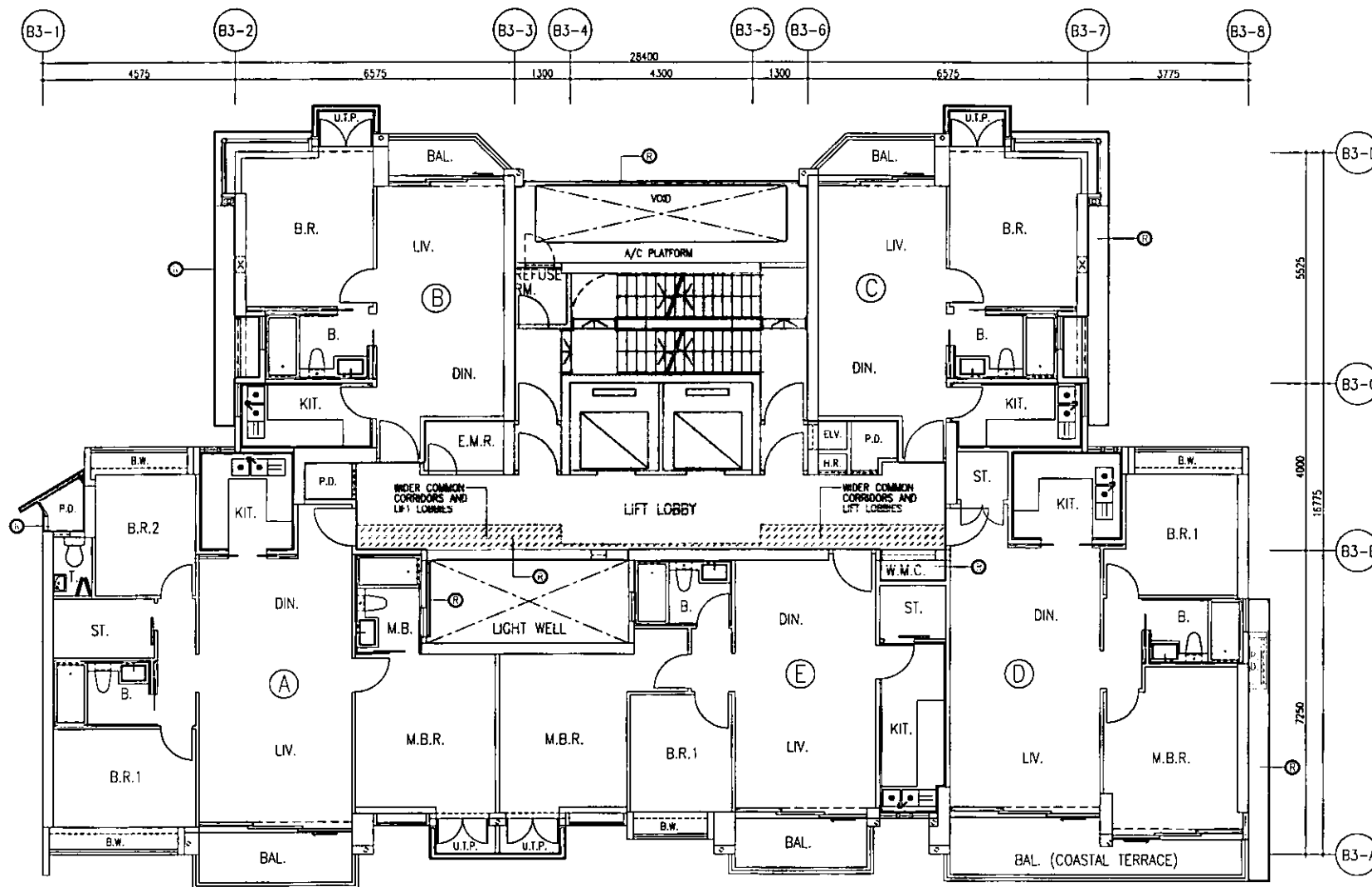
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

## LEGEND:

- ⊙ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

## NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



11TH - 16TH FLOOR PLAN - BLOCK 3

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



I hereby certify the accuracy of the plan

**K.**

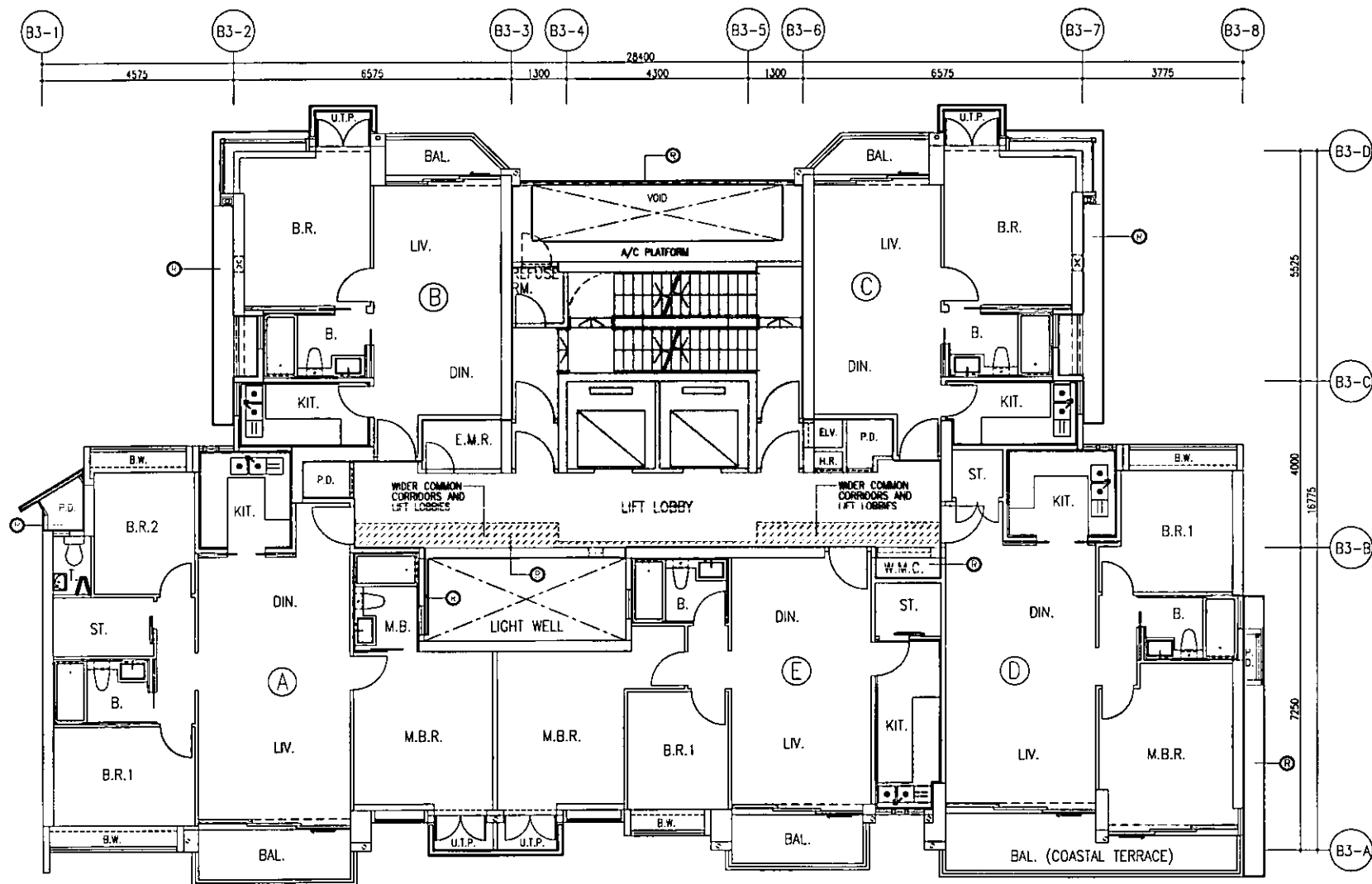
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

- (B) MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



17TH FLOOR PLAN - BLOCK 3

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352

註冊測量師 M/N: 13061700630026 AAC



I hereby certify the accuracy of the plan

**K**

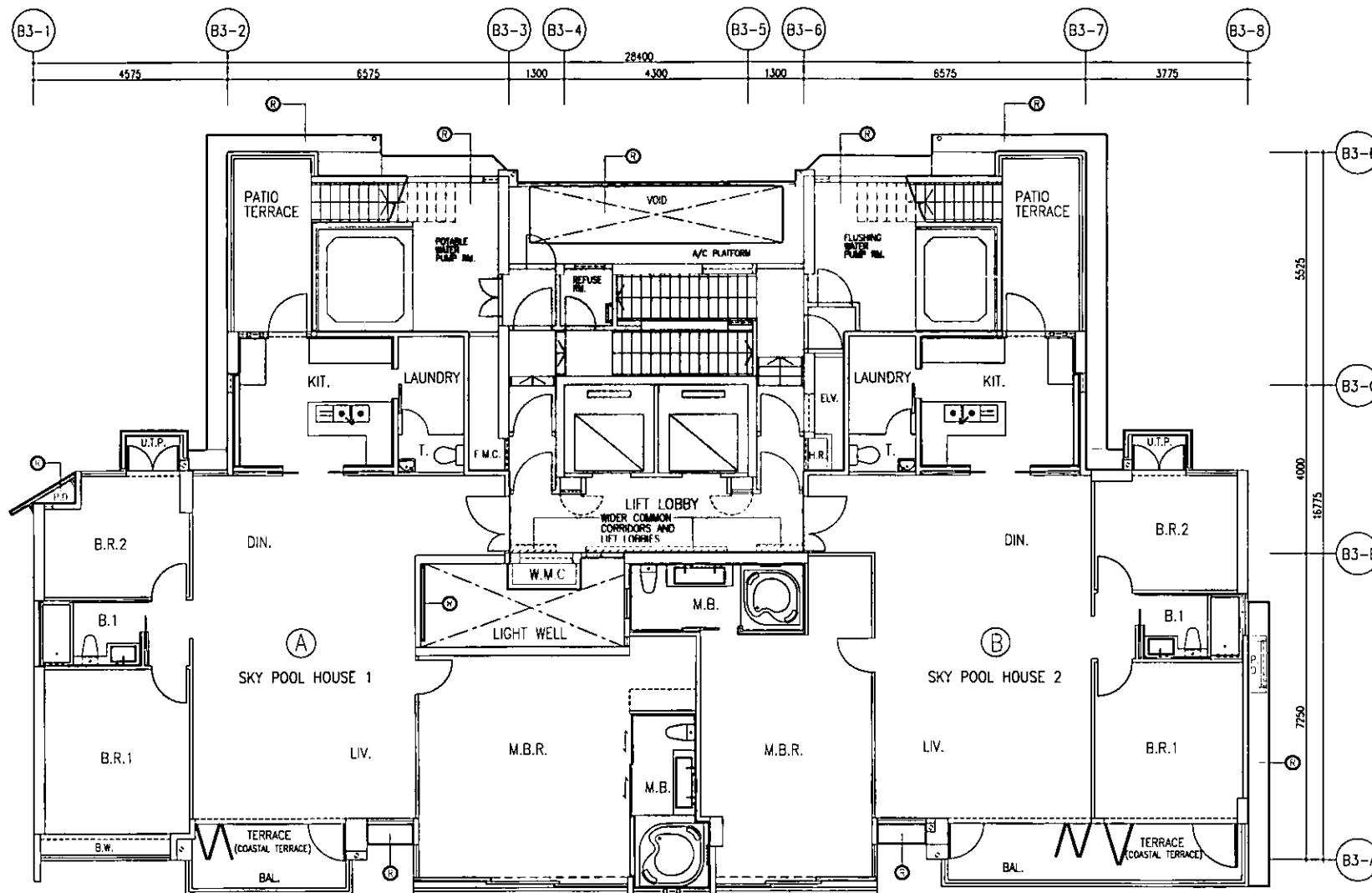
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

## LEGEND:

⊙ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

## NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



註冊測量師 M/M: 13061700630026 AAC



I hereby certify the accuracy of the plan

**K**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

Ⓜ MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

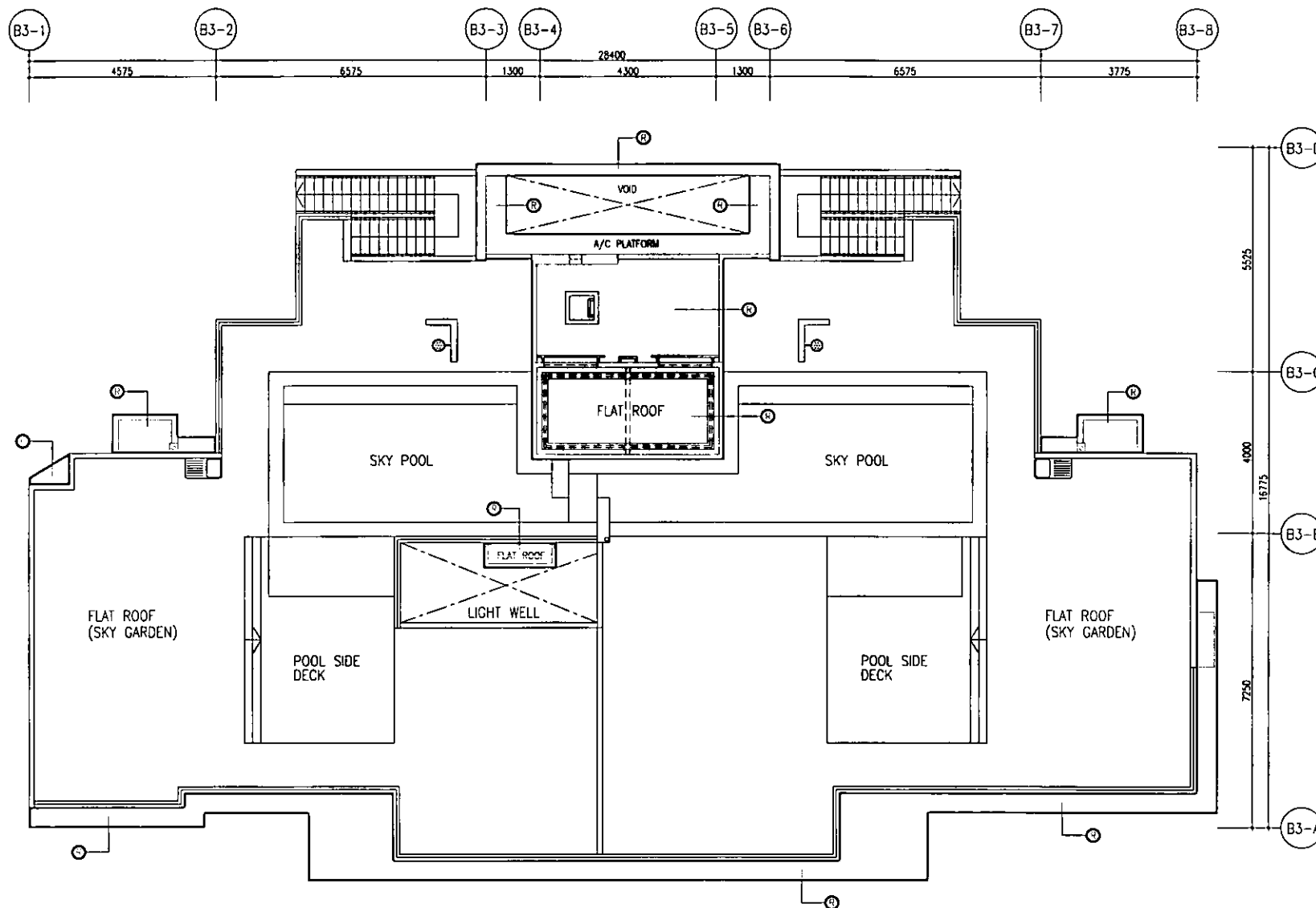
NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

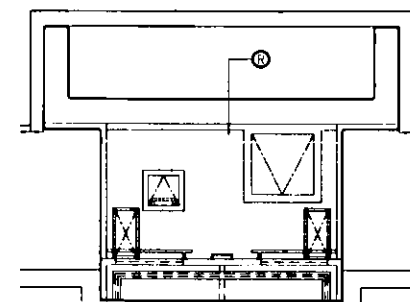
18TH FLOOR PLAN - BLOCK 3

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



ROOF PLAN - BLOCK 3



PART PLAN OF  
AT LEVEL +92.00

註冊編號 M/N: 13061700630026 A4C



I hereby certify the accuracy of the plan

**K.**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND:

① MID-RISE BUILDING COMMON AREAS  
FOR BLOCK 2 & 3

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

# PLAN FOR SUB-DEED OF MUTUAL COVENANT

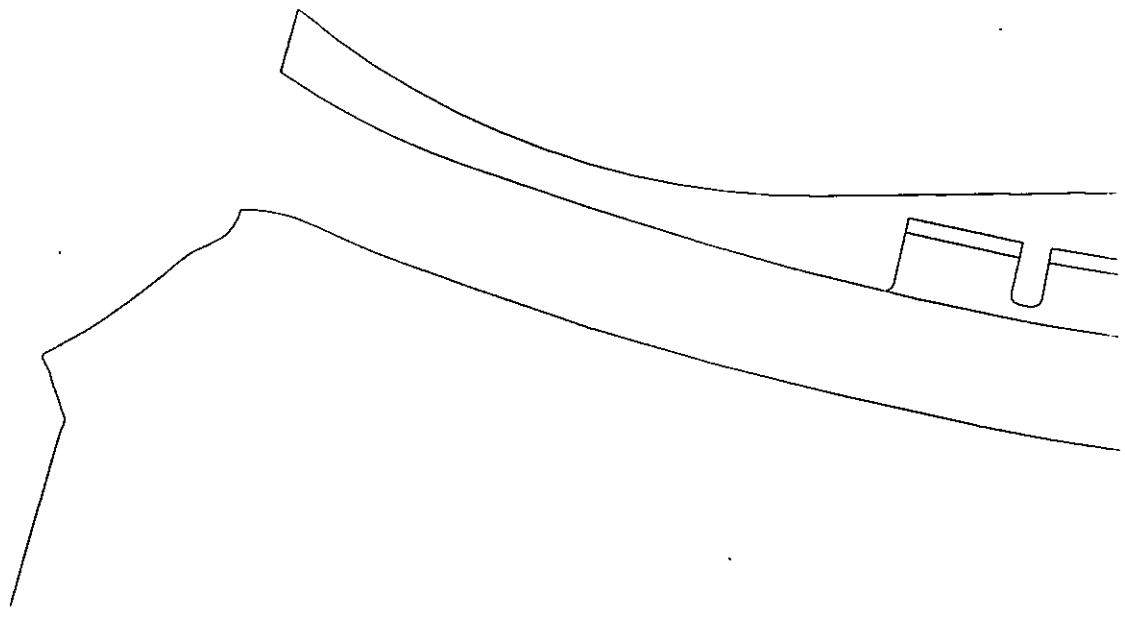
RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d & N1e, R.P. OF LOT 385  
AND THE EXTENSIONS THERETO IN D.D. 352



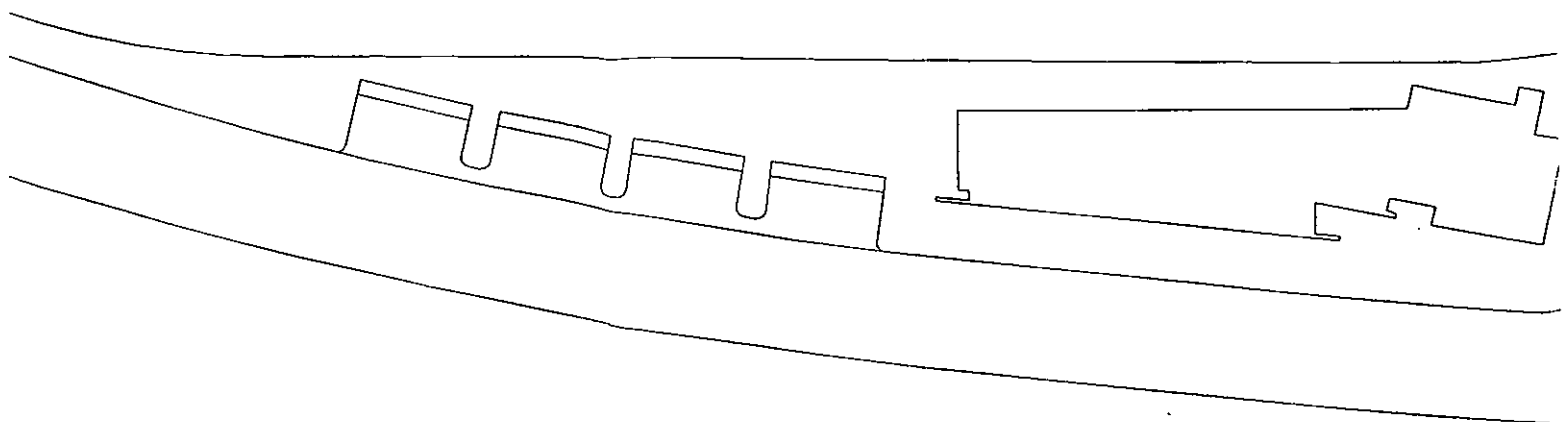
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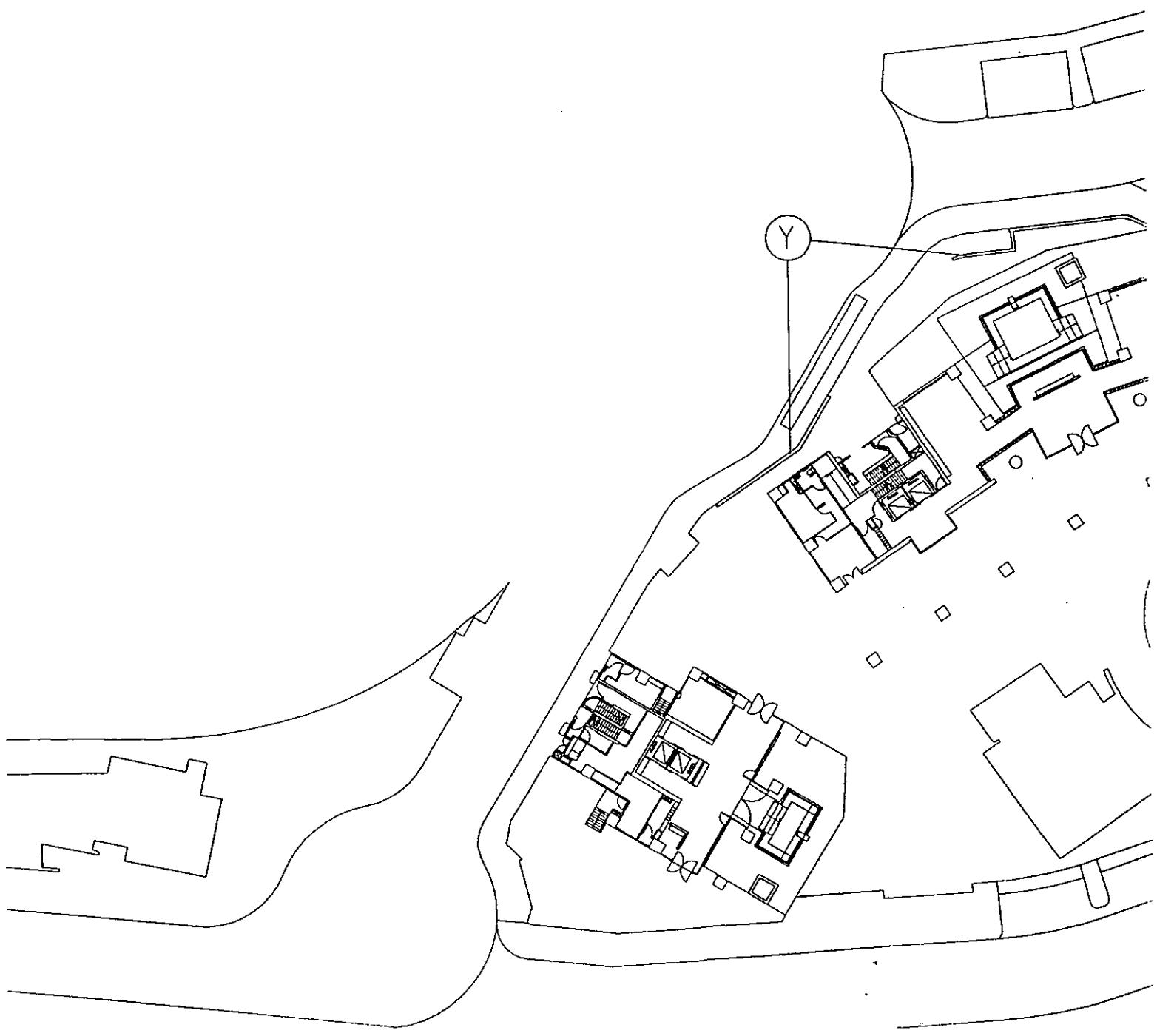
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②

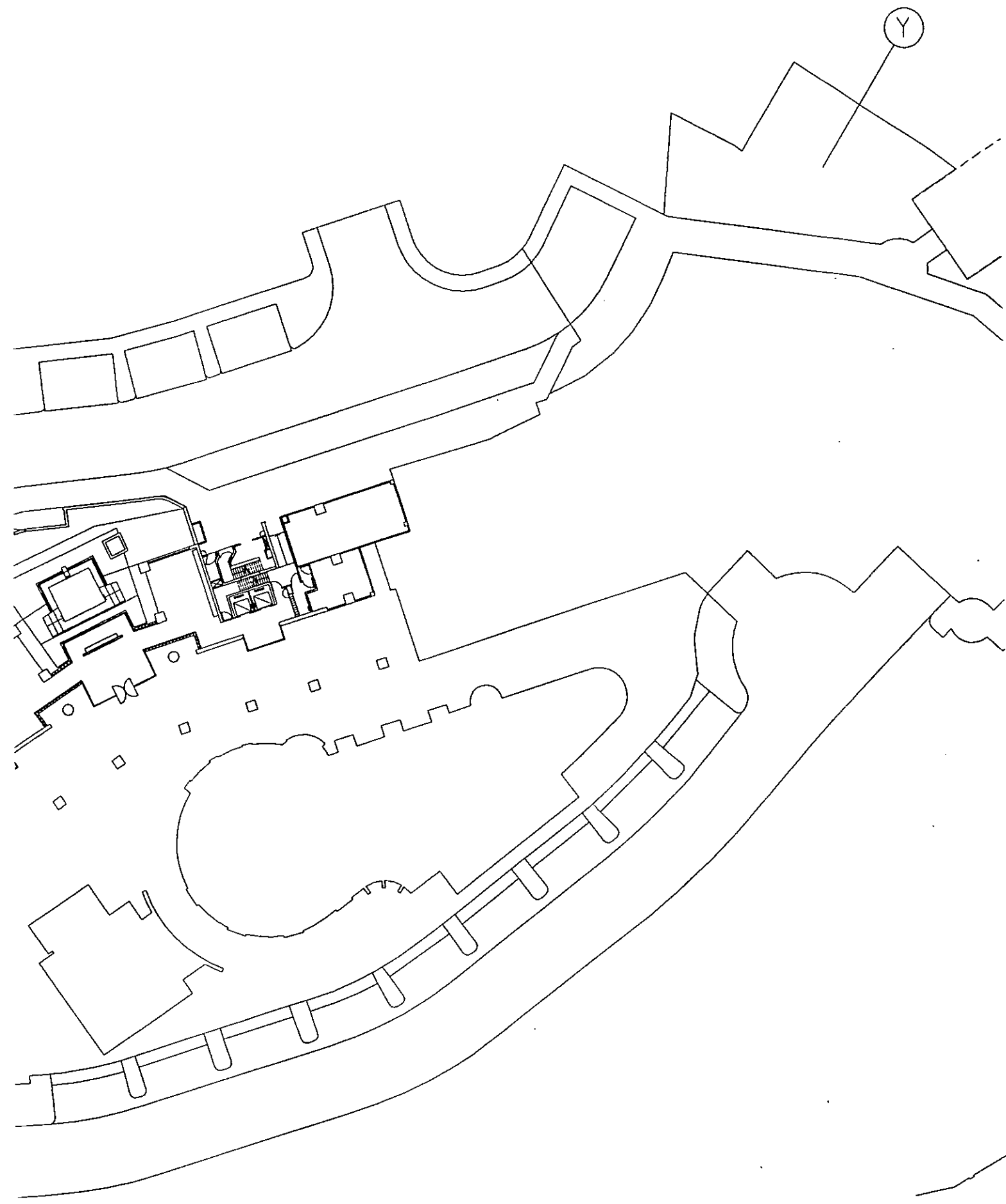


②



4

Y



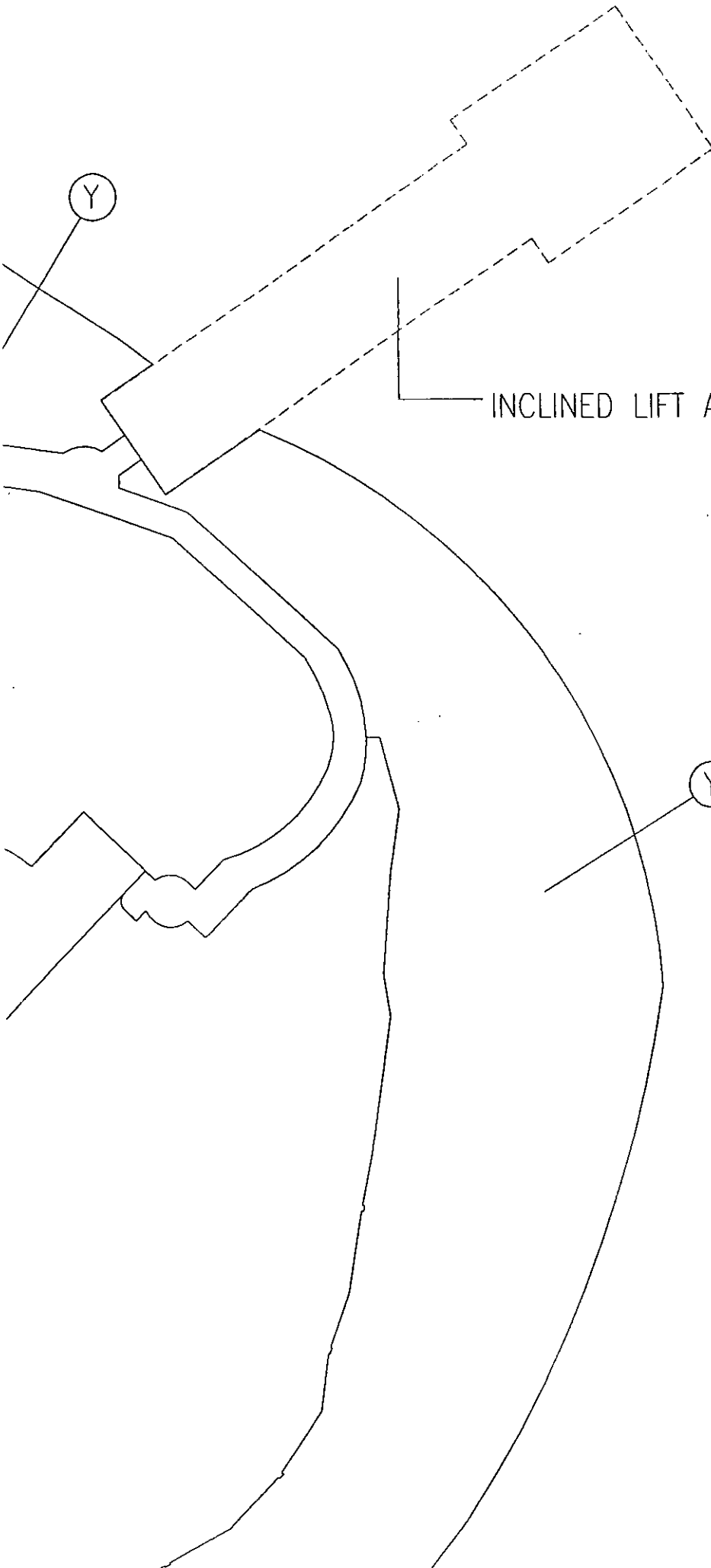
DATE: MAY 14, 2013

5

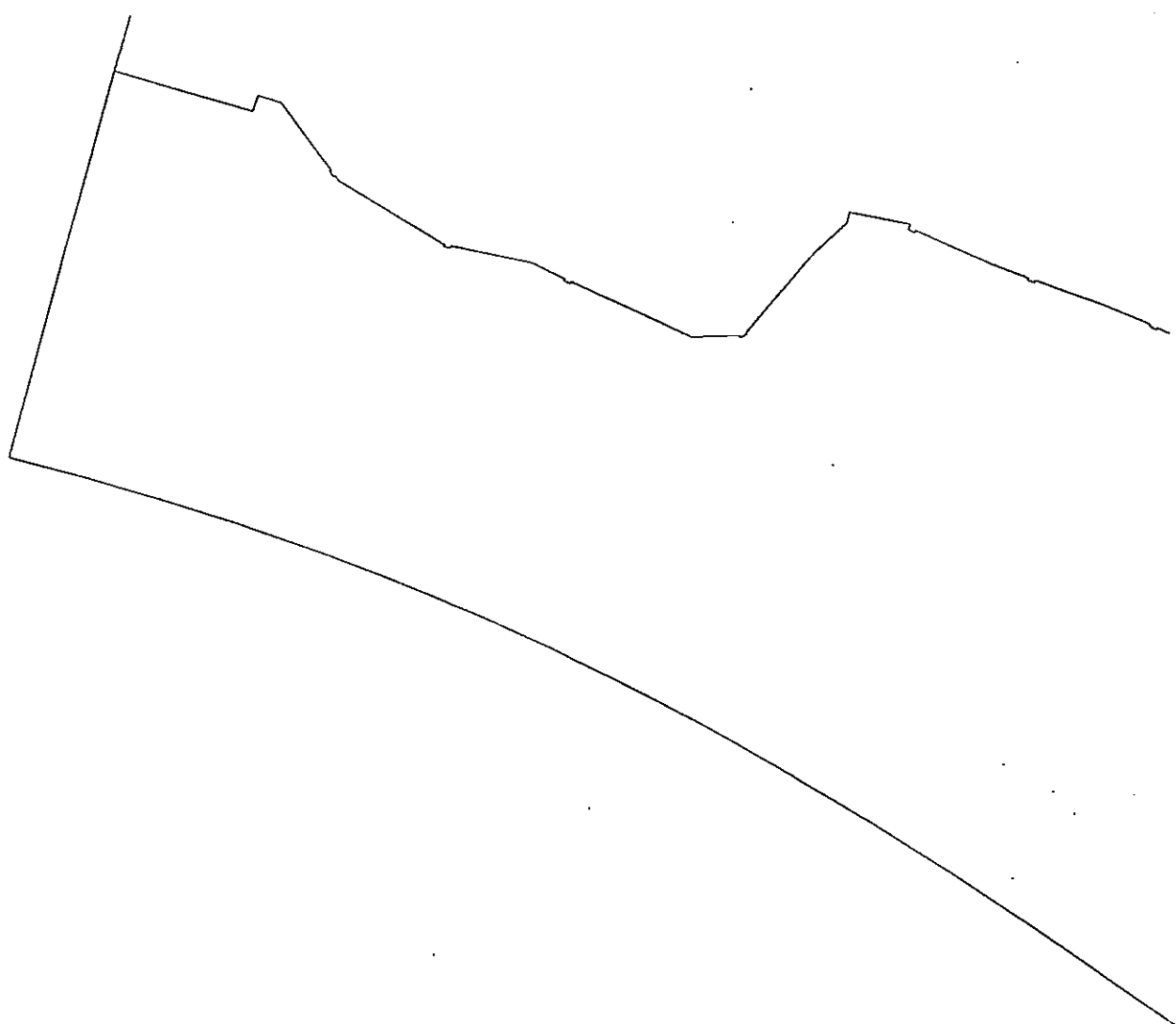
Y

INCLINED LIFT ABOVE SHOWN DOTTED

Y

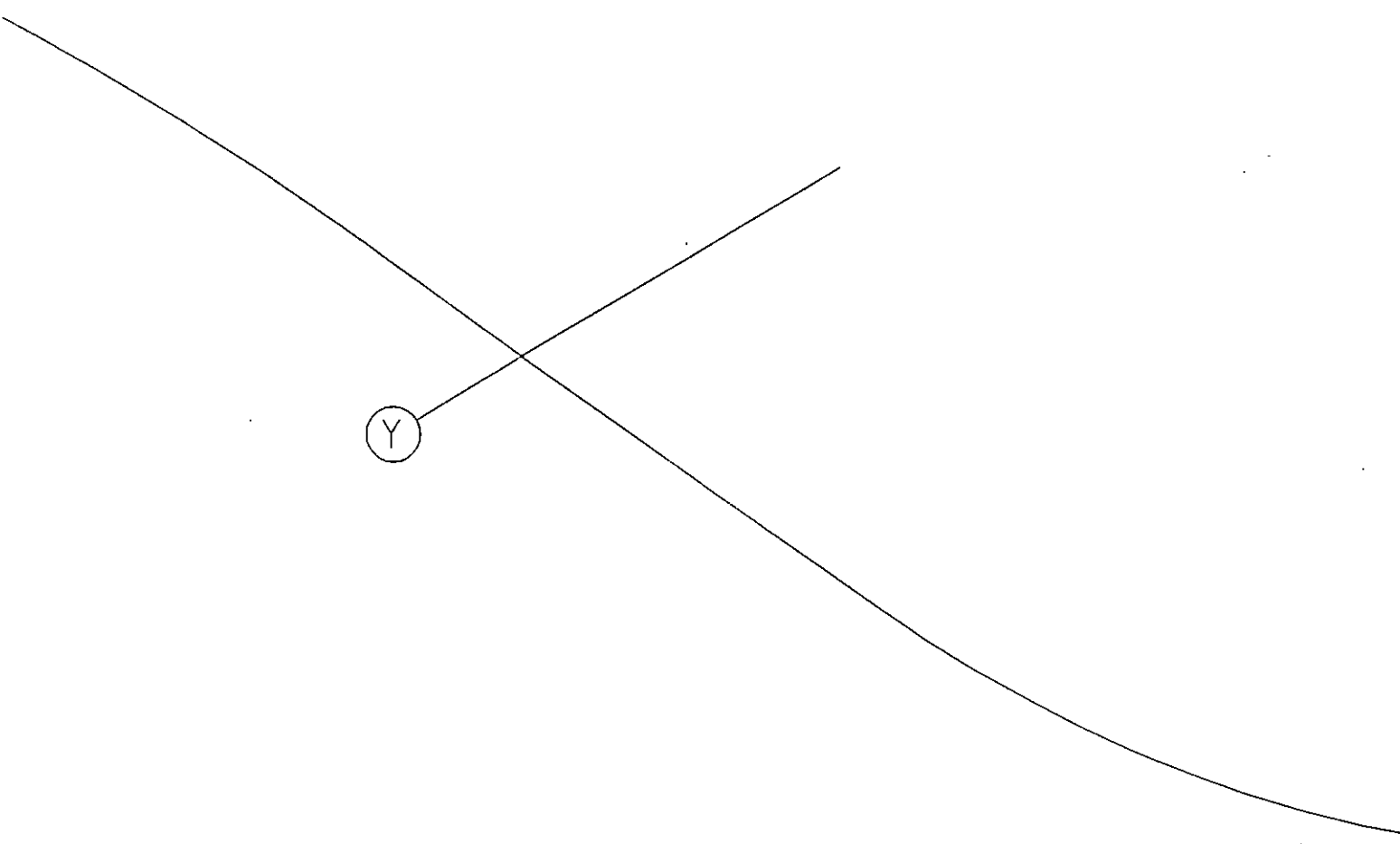


6



Y

7



⑧



A hand-drawn sketch of a coastline or boundary line. The line starts on the left, rises to a peak, then falls to a valley, and finally rises again towards the right. There are some small, irregularities in the line, suggesting it was drawn by hand. The line is drawn in black ink on a white background.

# PLAN FOR SUB-DEED

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA  
AND THE EXTENSIONS THERETO IN D.D. 352



9

SLOPES AND RETAINING  
WALLS PLAN

DEED OF MUTUAL COVENANT

SLAND, AREA N1d & N1e, R.P. OF LOT 385  
D.D. 352

10

NG

NT

*I hereby certify the accuracy of the plan*

**II**

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

LEGEND

⊙ SLOPES AND RETAINING WALLS

NOTES:

1. SCALE 1:500
2. FOR INDICATION PURPOSE ONLY