

**Br** = BROWN  
**Y** = YELLOW

FOR IDENTIFICATION PURPOSES ONLY

HEADLAND VILLAGE PLAN FOR  
SUB - DEED OF MUTUAL COVENANT re HEADLAND VILLAGE

*Glenn K. L. Lau*

GLENN K. L. LAU, R. I. B. A.  
AUTHORIZED PERSON-ARCHITECT

WONG TUNG & PARTNERS  
ARCHITECTS & PLANNERS  
20TH FL. LEIGHTON CENTRE HONG KONG

THIS INDENTURE made this 7th day of October

One thousand nine hundred and eighty two

BETWEEN HONG KONG RESORT CO. LIMITED whose registered office is situate at 26th Floor, Realty Building, Des Voeux Road Central, Hong Kong (hereinafter called "the Registered Owner") of the first part, NIEM WEI CHU (嚴慧珠) of Flat D, 23rd Floor, Stage 5, Block 22, Baguio Villa, Hong Kong Married Woman (hereinafter called "the First Purchaser" which expression shall where the context so admits include his executors administrators and assigns) of the second part and DISCOVERY BAY SERVICES MANAGEMENT LIMITED whose registered office is situate at 26th Floor, Realty Building, aforesaid (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 District Land Office, Islands by Memorial No.112018 (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:-

"The Village"

All that part of the Lot as is shown on the site plan attached to the Principal Deed and thereon coloured blue and the buildings now or hereafter constructed thereon to be known as HEADLAND VILLAGE.

"The Village Retained Areas" All those portions of the Village as are shown and coloured brown on the Village Plan annexed hereto.

"Passageways" All those portions of the Village as are shown on the said Village Plan and thereon coloured yellow.

"Garden House " A building erected or to be erected in the Village in accordance with the Master Plans which is detached or semi detached with its own gardens and garage (if any) intended for domestic use by one owner.

"Low Rise Building" A building erected or to be erected in the Village in accordance with the Master Plans with two residential units intended for domestic use by two owners.

"Residential Unit" A Garden House and/or a unit in a Low Rise Building.

"Management Units" Units allocated to the Residential Units in the Village in accordance with the provisions of Clause 1 of SECTION VII of this Sub-Deed.

"Owners of the Village" All the Owners having the right to the exclusive use occupation and enjoyment of a Residential Unit in the Village.

"Village Common Areas" Those parts of the Village Retained Areas as shall be designated Village Common Areas by the Registered Owner from time to time in accordance with the provisions of the Principal Deed or this Sub-Deed.

"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, under or over or passing through the Village through which water, sewage, gas, electricity and any other services are supplied to the Village or any part or parts thereof.

(b) Transformer rooms main distribution frame rooms (for telephone), pump houses, switch rooms, mechanical rooms and mechanical ventilation rooms for use and benefit of the Village and not for use or benefit of a particular Building.

(c) Lamp posts and lighting within the Village.

(d) Communal television antennae for the use and benefit of the Village.

(e) Any other facilities installed for the use and benefit of the Village and not for the use and benefit of a particular Building.

(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 Purchaser next hereinafter recited the Registered Owner was the Owner of 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 Purchaser of the other part the Registered Owner assigned unto the Purchaser All That the estate right title benefit and interest of the Registered Owner of and in All Those 18 equal undivided 250,000th parts or shares of and in the said Lot and All Those 18 equal undivided 12,200th parts or shares of and in the buildings and other structures and ancillary work erected on the Village together with the full and exclusive right and privilege to hold use occupy and enjoy All That the Garden House No.27, Headland Drive of the Village.

(6) In accordance with the provisions of Section 2A of the Multi-Storey Buildings (Owners Incorporation) Ordinance Cap.344 the Registered Owner has given an Undertaking to the Government either itself or by its subsidiary to manage the City which Undertaking was registered in the said District Land Office by Memorial No.102012.

(7) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, insuring 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.

(8) Consent to enter into this Sub-Deed has been obtained from the Registrar General (Land Officer) for and on behalf of the said Secretary.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

UNDIVIDED SHARES

There shall be sub-allocated to the Village 12,200 Undivided Shares which shall be allocated as follows :-

Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancilliary work erected on the Village
<hr/>		
(a) Residential Units		
97 Garden Houses	1,992/250,000th shares	1,992/12,200th shares
(particulars of the number of undivided shares of and in (i) the Lot and of and in (ii) the buildings and ancilliary work erected on the Village allocated to each Residential Unit are contained in the Second Column and the Third Column of the Schedule hereto)		
(b) Residential Units (under construction)	4,100/250,000th shares	4,100/12,200th shares
(c) Village Retained Areas	4,888/250,000th shares	4,888/12,200th shares
(d) Village and Common Areas and Facilities	1,220/250,000th shares	1,220/12,200th shares
<hr/>		
	12,200/250,000th shares	12,200/12,200th shares
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## SECTION II

### EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT

1. The Owner of a Residential Unit shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed the City Rules and Village Rules and subject to the rights of the Manager as hereinafter provided and to the payment by the Owner of his due proportion of the Manager's Remuneration and Maintenance Expenses:-

- (a) Full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all persons having the like right) to go, pass and repass over and along the Passageways for all purposes connected with the proper use and enjoyment of such Residential Unit subject as aforesaid.
- (b) The right to subjacent and lateral support from other Residential Unit or the foundations thereof and all other parts of the Village and all parts of the City Subject as aforesaid.
- (c) 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 purpose connected with the proper use and enjoyment of such Residential Unit, Subject as aforesaid.
- (d) The free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and all 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 the Village or the Residential Unit 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.

2. The Owners shall have no right to enter upon any part of the Lot, the City the Village or the Residential Unit save as expressly herein provided it being understood that all work necessary for the maintenance and repair of the City the Village and the Residential Unit 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 Residential Unit for that purpose as herein provided.



### SECTION III

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

1. The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Residential Unit 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 or any part or parts thereof or any Village or City Common Facilities therein or any other apparatus and equipment used or installed for the benefit of 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.

(b) Easements rights and privileges over along and through each Residential Unit equivalent to those set forth in Clause 1 (b) to (d) of SECTION II 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 full right and authority to control and manage the City Common Areas the Passageways and in this connection shall have power

(a) to licence and control parking thereon and to remove vehicles or other things parked or left thereon or therein not so licensed;

(b) to licence or let out any part thereof for such sum and for such purposes as it thinks fit, any charges

received by the Manager in the exercise of the  
aforesaid power shall be considered part of the  
Management Funds.

#### SECTION IV

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

1. Every assignment of an Undivided Share in the Lot and and the Village 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. Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments 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. 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 Residential Unit 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 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 or City Common Areas or any of the Village 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 will 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 Village or any part thereof may become void or voidable or whereby the premiums 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 Village owned by him or any person using such part of the 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 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 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 right to partition the Lot or the Village or the Residential Unit or any part or parts thereof.

9. No Owner shall do or permit or suffer to be done and each Owner will 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.

10. Each Owner shall maintain in good repair and conditions to the satisfaction of the Manager and in such a manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Village that part of the Village owned by him.

11. No Owner will use or permit or suffer Residential Unit 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 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. No part of the City Common Areas, City Retained Areas, the Major Roads, Passageways, the Village Retained Areas or Village Common Areas shall be obstructed or incumbered save with the licence of the Manager nor shall any refuse or other matter or things be placed or left thereon and no Owner will do or suffer or permit to be done anything in such City Common Areas, City Retained Areas, Major Roads, Passageways, Village

Common Areas or Village Retained Areas as may be or become a nuisance to any other Owners or occupiers of the 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.

16. No external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, sculptures or other projections or structures whatsoever extending outside the exterior of any Residential Unit shall be erected, installed or otherwise affixed to or projected from any Residential Unit or any part thereof except with the 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 of any building 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 the Residential Unit owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the facilities (if any) provided for the disposal thereof.

19. All Owners shall at all times observe and perform the City Rules and Village Rules.

20. Each Owner may at his own expense install in the Residential Unit 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 Village and provided further that no such addition or improvements may be installed or erected without the prior written consent of the Manager and in seeking such consent the Owner shall first submit plans for such addition or improvement and the decision of the Manager as to whether or not to give such consent shall be final and provided further that nothing in this Clause shall inhibit the Registered Owner in proceeding with and completing the construction of the City 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, Passageways, Village Common Areas or Village Retained Areas.

22. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Garden House may be clogged or the efficient working thereof may be impaired.

23. No Owner shall build a swimming pool whether portable or otherwise or sink a well or erect on the ground or garden of a Garden House or in the garden of a Low Rise Building any objects or structures without the written consent of the Manager.

24. All Owners of gardens shall at all times keep the gardens in a neat and attractive condition. No poultry house shall be constructed or maintained in the said gardens. No fowl or animals, other than a reasonable and usual number of unobjectionable household pets, shall be kept in the said gardens.

25. All slopes or terraces of any Residential Unit shall be maintained so as to prevent any erosion thereof upon adjacent Passageways or adjoining property.

26. Garage (if any) shall only be used for the purpose of parking vehicles or storing household goods and garage doors shall remain closed at all times except when a vehicle is actually driven into or out of a garage.

27. Car Parks in a Low Rise Building shall only be used for the purpose of parking vehicles.

28. Every Owner of a Residential Unit shall be obliged to join and become a member of the DISCOVERY BAY RESIDENTS CLUB and to pay monthly subscriptions promptly and shall obey the Club Rules and laws thereof and shall promptly transfer his membership to his purchaser upon the sale of his Residential Unit.

29. 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 were causing a nuisance to other Owners or occupiers of other Residential Units.



## SECTION V

### 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.
2. No Owners shall erect or place or cause or permit to be erected or placed any advertising sign or illegal structure on any of the Roofs or any part thereof and the Manager shall have the right to remove anything erected or placed on any Roof in contravention of this provision at the costs and expenses of the Owner.
3. No part of the Village Common Areas, Village Retained Areas or Passageways shall be obstructed or incumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of such Village Common Areas, Village Retained Areas or Passageways be used for any business or private purpose and no Owner shall do or permit or suffer to do anything in such Village Common Areas, Village Retained Areas or Passageways as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Village.
4. 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.

## SECTION VI

### PARTY WALLS

The Owners of Residential Units who have a common wall adjoining their respective Residential Units and such a wall dividing the Residential Units upon which their houses are constructed, or a common wall separating their dwelling units, shall equally have the right to the use of the interior surface of the wall on his side. Neither owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other owner. Neither owner shall erect any fence or any structure e.g. spikes or wires, on top of the wall without the written consent of the other. Neither owner shall put structures of any kind, e.g. fish ponds, so near to the wall as to cause leakage of water to the other side of the wall or likely to cause the wall to collapse. If the wall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause, other than the act of negligence of either party, it shall be repaired or rebuilt at their joint cost and expense.

## SECTION VII

### MANAGEMENT EXPENSES

1. For the purpose of determining the contributions to be made by each Owner of a Residential Unit in the Village to the Management Expenses of the City and to the Management Expenses of the Village 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 said Schedule.
2. The Manager shall prepare :-
  - (a) an annual budget showing the estimated net expenditure in respect of the Village,
  - (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 Sub-section D of SECTION IV of the Principal Deed.
3. The Owners of Residential Units in the Village shall pay a due proportion of the estimated expenditures contained in Clause 2 (a) and (b) of SECTION VII of this Sub-Deed according to the numbers of Management Units allocated to the Residential Units owned by them respectively.

## SECTION VIII

### A. MEETINGS OF VILLAGE OWNERS

1. The Owners of the Village shall on or before the 31st day of October 1984 meet for the purpose of electing a Chairman and a Vice-Chairman and not less than five members to the Village Owners' Committee and transacting business to be tabled at the Meeting.
2. At least once in every calendar year thereafter, the Owners of the Village shall meet 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. The Owners of the Village may further meet from time to time as occasion may require to discuss and decide matters concerning the Village and they shall meet whenever required by the Manager.
4. The Meeting of the Owners of the Village shall be convened by the Manager by at least 7 days' notice in writing specifying the time and place of the Meeting and the subjects to be discussed.
5. The Manager shall send a secretary to the Meetings who shall keep a record of the persons present at the Meetings and the proceedings thereof.
6. (a) No owner who is not also entitled to the exclusive use occupation and enjoyment of a Residential Unit in 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) In the event of an Owner entitled to attend and vote 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.

(c) The husband or wife of an Owner entitled to attend and vote or any adult member of the family of such Owner duly authorised in writing by such Owner shall be entitled to attend and vote on such Owner's behalf.

(d) The Manager may be represented at the Meetings by a duly appointed representative who shall be entitled to vote in respect of any Undivided Share held by the Manager.

(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 held by the Registered Owner.

7. In the absence of the Chairman and the Vice-Chairman, the Owners present at the Meeting shall choose one of their number to be the Chairman of that Meeting.

8. The Chairman or 20% of the Owners of the Village 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 4 hereof.

9. No business shall be transacted at any time unless a quorum is present in person or by duly authorised representative as aforesaid when the Meeting proceeds to business and not less than 20% of the total number of Owners of the Village and the said representative of the Manager shall be a quorum.

10. All resolutions put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner (or by the representative of the Manager or the Registered Owner) entitled to be present and present in person at the Meeting. A poll, if demanded, shall be taken at

such time and in such manner as the Chairman shall direct.

11. On a show of hands, every Owner entitled to be present and present either in person or by a duly authorised representative at the Meeting shall have one vote. In case of a poll, every Owner of an Undivided Share including the Registered Owner and the Manager, shall have one vote either personally or through his duly authorised representative for every Undivided Share held by him.

12. In the case of an equality of votes the Chairman shall have a second or casting vote.

13. An Owner of a Residential Unit in the Village who has failed to pay his due proportion of the Management Expenses and Manager's Remuneration shall not be allowed to be present at any Meetings.

14. 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 or the City Rules or any decision of the City Owners' Committee.

15. 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.

16. The Chairman, or in his absence the Vice-Chairman, shall represent the Village in the City Owner's Committee.

17. The Chairman, the Vice-Chairman and any other offices 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 duly authorised representative at the Meeting. As soon as all candidates have been proposed and seconded and provided that

such candidate's consent to be elected their names will be put before the Meeting who will vote thereon.

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 Sub-section A of this SECTION VIII and the Manager or its representative shall be the Village Owners' Committee, which shall meet at least six times a year.
2. The Meeting of the Committee shall be convened by the Manager by at least 7 days' notice in writing specifying the time and place of the Meeting and the subjects to be discussed.
3. 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 held by the Registered Owner.
4. The Manager may be represented at the Meeting by a duly appointed representative who shall be entitled to vote in respect of any Undivided Share held by the Manager.
5. The Manager shall in addition send a secretary to the Meetings who shall keep a record of the persons present at the Meetings and the proceedings thereof.
6. The Chairman or any 3 members 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 hereof.
7. No business shall be transacted at any time unless a quorum is present when the Meeting proceeds to business and not less than 3 members of the Committee shall be a quorum.
8. All resolutions put to the vote of the Meeting shall be decided on a show of hands.

9. 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 Principal Deed or this Sub-Deed, the City Rules or any decision of the City Owners' Committee.

10. 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 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, 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 undertaking such duties as the Manager may delegate to the Committee .

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



THE SCHEDULE ABOVE REFERRED TO

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>
Units	Unidivided Shares of and in the Lot	Unidivided Shares of and in the buildings and other structures work on the Village	Management Units
Garden Houses Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45 and 47 Headland Drive	18/250,000th shares for each Garden House	18/12,200th shares for each Garden House	18 Management Units for each Garden House
Garden Houses 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 57, 58, 59, 60, 61, 62, 63, 64, 66, 68, 69, 71, 73, 74, 75 and 76 Headland Drive	19/250,000th shares for each Garden House	19/12,200th shares for each Garden House	19 Management Units for each Garden House
Garden Houses Nos. 49, 51, 53, 55, 65, 67, 70, 72, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90 and 91 Headland Drive	24/250,000th shares for each Garden House	24/12,200th shares for each Garden House	24 Management Units for each Garden House
Garden Houses Nos. 93, 95, 97, 99, 101 and 103 Headland Drive	29/250,000th shares for each Garden House	29/12,200th shares for each Garden House	29 Management Units for each Garden House

SEALED with the Common Seal of  
the Registered Owner and SIGNED  
by PAYSON CHA Managing Director,  
Hong Kong Resort Co. Ltd. &  
LORETTA HO Sales Manager,  
Hong Kong Resort Co. Ltd.  
whose signature(s) is/are  
verified by :-

) for and on behalf of  
) HONG KONG RESORT CO. LIMITED

) *Amouella*  
) Authorized Signature

) for and on behalf of  
) HONG KONG RESORT CO. LIMITED

) *Loretta Ho*  
) Authorized Signature

*William Chan*  
Solicitor,  
Hong Kong.

SIGNED SEALED AND DELIVERED of  
the First Purchaser in the  
presence of :

) *Niem Wei Chu*

Stamp of the Hong Kong Land Registry  
Cert. No. B127749

*William Chan*  
Solicitor,  
Hong Kong.

SEALED with the Common Seal of  
the Manager and SIGNED by  
PAYSON CHA, DIRECTOR,  
DISCOVERY BAY SERVICES MANAGEMENT  
LIMITED.

) for and on behalf of  
) DISCOVERY BAY SERVICES MANAGEMENT LIMITED

) *Amouella*  
) Authorized Signature

whose signature(s) is/are  
verified by :-

*William Chan*  
Solicitor,  
Hong Kong.

Dated 7th October 1982

HONG KONG RESORT CO., LIMITED  
and OTHERS

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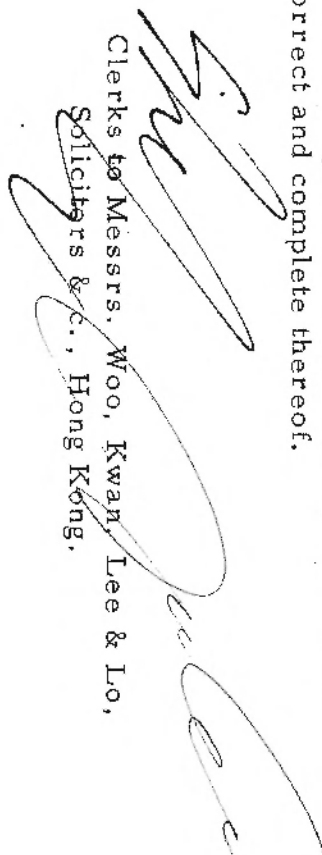
SUB-DEED OF MUTUAL COVENANT

re

HEADLAND VILLAGE

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We, the undersigned do hereby certify that  
we have this 26th day of January 1983 examined  
the foregoing copy Sub-Deed of Mutual Covenant  
with its original and that the same is a true,  
correct and complete thereof.

  
Clerks to Messrs. Woo, Kwan, Lee & Lo,  
Solicitors & Co., Hong Kong.

Ref. Fee \$ 30. Paid 18 NOV 1982  
REGISTRATION of the District Land  
Office, Island Territories by  
Memorial No. 112091 on Tri day  
the 19th day of November 1982

  
p. Land Officer

WOO, KWAN, LEE & LO,  
Solicitors & Co.,  
26th Floor, Connaught Centre,  
Hong Kong.

#0040A