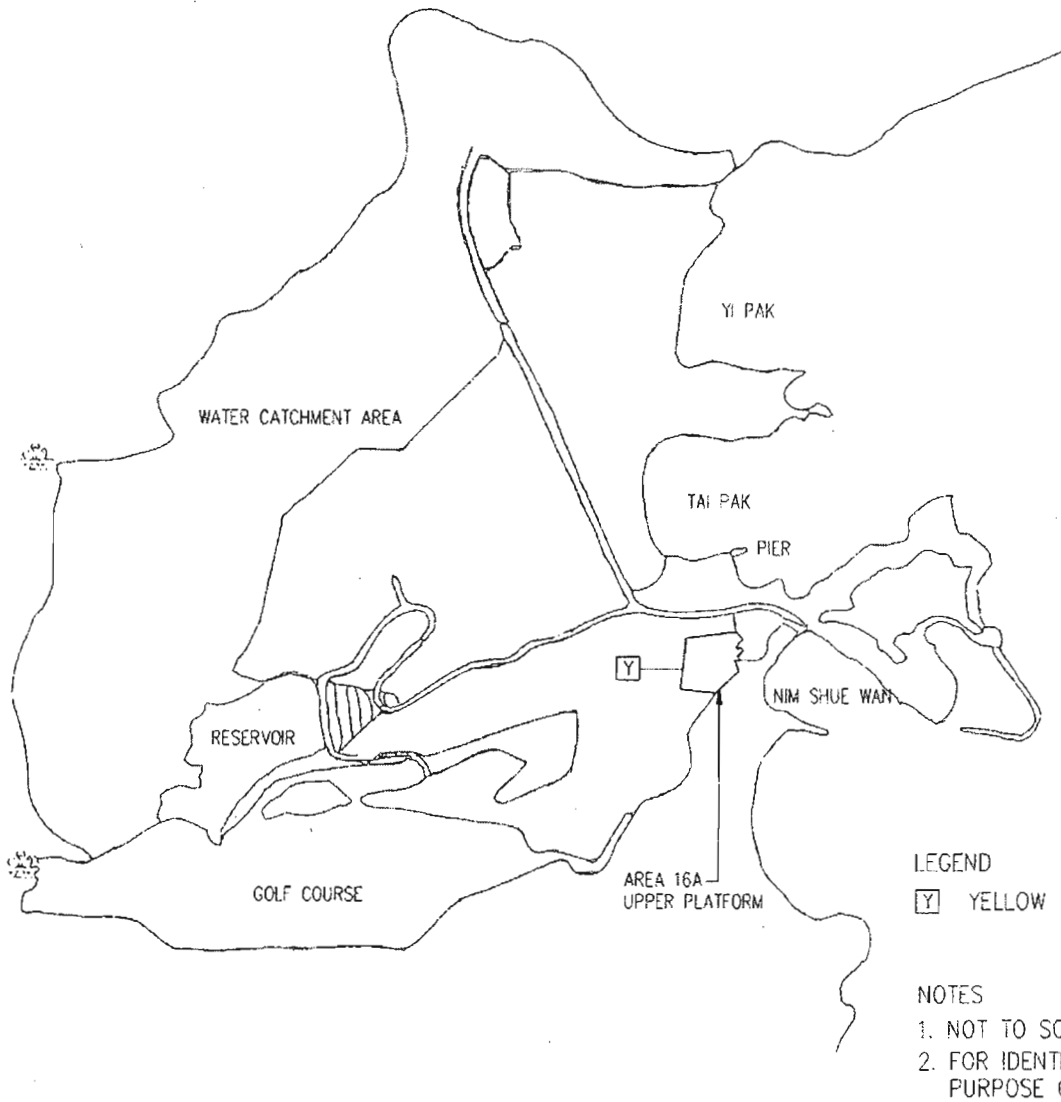




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IS M/P 282962



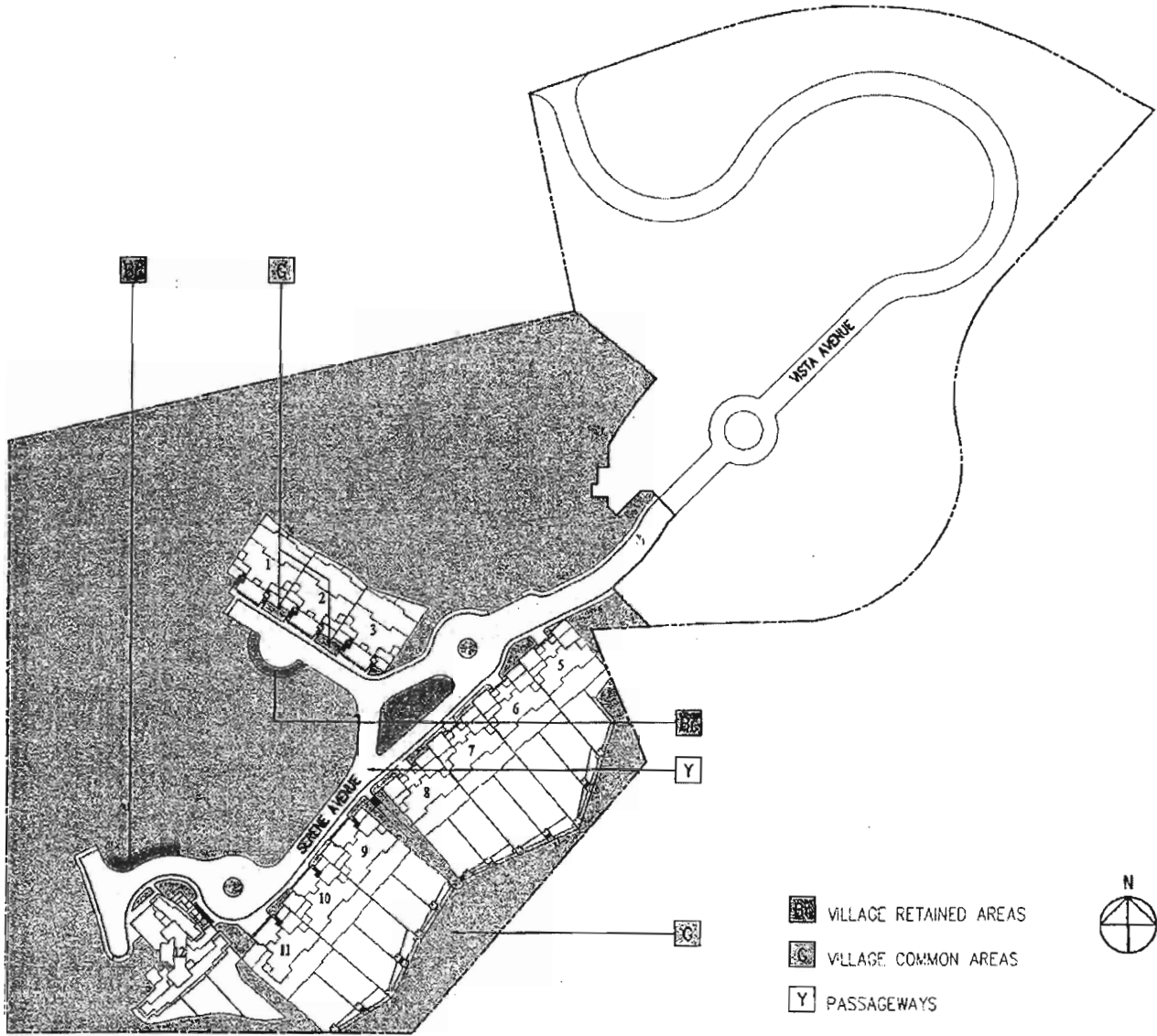
KENNETH T. H CHAU R.L.B.A. H.K.I.A.  
AUTHORIZED PERSON-ARCHITECT

SITE PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

re: LA SERENE, DISCOVERY BAY, AREA 16A UPPER PLATFORM,  
R.P. OF LOT 385 IN D.D. 352 & EXT.



P-1



IS M/N 282962



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AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT  
Re: LA SERENE, DISCOVERY BAY, AREA 16A  
UPPER PLATFORM, R.P. of LOT 385  
IN D.D. 352 & EXT.

NOTE  
1. NOT TO SCALE  
2. FOR IDENTIFICATION PURPOSE ONLY



Memorial No. : 282962  
 Received on : 13 June 2000

MEMORIAL of an instrument to be registered in the Land Registry/ Islands / Serial No. <u>107 \$ 200</u> New Territories Land Registry under the Land Registration Ordinance. <u>25 JUL 2000</u>			FOR LAND REGISTRY USE ONLY
Solicitors Code 304A	Stamp Office No. Nil	Stamp Duty \$Nil	Serial No. 191 21
Date of instrument	the 20th day of May 2000		Reg. Fee \$ 2,000
Nature and object of the instrument	SUB-SUB-DEED OF MUTUAL COVENANT (in duplicate) (as per plans)		Nature of Instrument Code 24
Consideration	Nil		Consideration Code
Memorial number of transaction satisfied [Regs.6(1)(f) and 6(2)(f)]	Nil		
Names of parties	Hong Kong Identity Card/Company Registration/Other Identification (please specify) Numbers* (in case of change of ownership)	Status of parties (Assignor/ Assignee/etc.)	Their respective shares in, and capacities in relation to, the premises
HONG KONG RESORT COMPANY LIMITED (香港興業有限公司)	NA	the Registered Owner	NA
NG YUK LING (吳玉玲) and YO TEK PENG	NA	the First Purchaser	NA
DISCOVERY BAY SERVICES MANAGEMENT LIMITED (愉景灣服務管理有限公司)	NA	the Manager	NA
Premises affected by the instrument	Undivided Share (if any) : 2600/250,000th		
	Lot No.: THE REMAINING PORTION OF LOT NO.385 IN DEMARCATION DISTRICT NO.352 AND THE EXTENSIONS THERETO		
	Address : (if applicable)		
Block	Flat	Floor	Premises No.
-	-	-	1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12
Street Name		Discovery Bay, Lantau Island	
Serene Avenue, La Serene, Phase IX, Area 16A,		(HK/KM/NT)*	

On this 20th day of May 2000 I Maggie Man Che Cheng  
 (name)  
 of Johnson Stokes & Master Hong Kong, Solicitor/  
 (name of solicitors firm)  
 (rank) \_\_\_\_\_, a public officer duly authorised by the  
 (head of department) \_\_\_\_\_, 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.  
 Let it be a condition that the above instrument be registered in CR 1218/56 (20) >  
 do June 2000  
 Note : If space is insufficient, please show particulars on a separate sheet, make reference and staple the sheet onto this form.  
 \* : Delete whichever is inapplicable  
 1022 R 00



DOC

THIS SUB-SUB-DEED OF MUTUAL COVENANT is made this 20th day of  
May 2000

BETWEEN :-

- (1) HONG KONG RESORT COMPANY LIMITED ( 香港興業有限公司 ) whose registered office is situate at Discovery Bay Office Centre, No.2 Plaza Lane, Discovery Bay, Lantau Island, Hong Kong (hereinafter called "the Registered Owner") of the first part;
- (2) NG YUK LING ( 吳玉玲 ) and YO TEK PENG both of Flat B (Duplex) on the 5th and 6th Floors of Block No.11, No.11 Serene Avenue, La Serene, Phase IX, Area 16A, Discovery Bay, 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 Discovery Bay Office Centre, No.2 Plaza Lane, Discovery Bay, Lantau Island, 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.

WHEREAS :-

- (1) This Sub-Sub-Deed of Mutual Covenant (hereinafter called "this Deed") is supplemental to a Deed of Mutual Covenant dated the 30th day of September 1982 and registered in the Islands New Territories Land Registry by Memorial No.112018 (hereinafter called "the Principal Deed") and a Sub-Deed of Mutual Covenant dated the 10th day of November 1994 and registered in the Islands New Territories Land Registry by Memorial No.217149 (hereinafter called the "Sub-Deed").
- (2) There are now erected or to be erected on the Reserved Development Areas (as defined in the Sub-Deed), inter alia, the Low Rise Buildings and the Mid Rise Building (both as hereinafter defined).
- (3) In this Deed :-
  - (a) The expressions contained in Recital (1)(a) of the Principal Deed and in Recital (2)(b) of the Sub-Deed shall unless otherwise re-defined in this Deed apply to this Deed whenever the context permits.

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

"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 Village Plan annexed hereto and thereon coloured Yellow subject to amendment of the Master Plans.
"Low Rise Buildings"	Ten low rise buildings erected or to be erected in the Village in accordance with the Master Plans with multiple residential units therein and car parking spaces (if any) and to be known as Blocks Nos.1, 2, 3, 5, 6, 7, 8, 9, 10, 11.
"Mid Rise Building"	A mid rise building erected or to be erected in the Village in accordance with the Master Plans with multiple residential units therein and car parking spaces (if any) and to be known as Block No.12.
"Buildings"	All those Mid Rise Building and Low Rise Buildings erected or to be erected in the Village in accordance with the Master Plans and to be known as LA SERENE (海藍居).

- "Residential Unit" A unit in a Mid Rise Building and/or a Low Rise Building erected or to be erected in the Village in accordance with the Master Plans.
- "Management Units" Units allocated to the Residential Units in accordance with the Schedule to this Deed.
- " Village Common Areas" Shall mean and include (subject to the Principal Deed and the Sub-Deed) all those Passageways, the entrances and halls, covered landscape area, covered children's play area, lift lobbies, passages, staircases, corridors, landings, hopper's rooms (if any), entry courts, portions of roofs (other than those which have been exclusively assigned together with the Residential Units), flat roofs (other than those which have been exclusively assigned together with the Residential Units), pitched roofs and top roofs, platforms serving more than one Residential Units and the external walls of each of the Low Rise Buildings and the Mid Rise Building.
- " Village Common Facilities" Shall mean and include (subject to the Principal Deed and the Sub-Deed):-
- (a) Water pipes, drains, wires, cables, tanks, combined flush and irrigation tanks, garbage storage box, fire services, fire hydrants and hose reel, vent ducts and water tanks or other rooms inside the Buildings and for the use and benefit of the Buildings.

- (b) Communal television network for the use and benefit of the Buildings (if any).
- (c) M.D.F. room, switch rooms, store rooms, fire services pump rooms, transformer rooms, water pump rooms, electricity meter rooms, water meter rooms, emergency generator rooms, lift machine rooms, hopper's rooms, refuse storage chambers and refuse collection point in the Buildings (if any).
- (d) Lifts and lift shaft inside the Mid Rise Building.
- (e) Management office in the Mid Rise Building (if any).

"Improvement Fund" A fund established or to be established by the Manager for the replacement or improvement of facilities.

"CLP Power" CLP Power Hong Kong Limited and shall include its successors and assigns.

"CLP Power Facilities" The Rising Mains and the lateral mains and all ancillary installations connected to the CLP Power's meters.

"Lateral Mains" The portion of cable or busbar tee-off from the Rising Mains at each floor of the Buildings, including but not limited to, switchgears, fuse cut-outs, fusible plug-in units, switchboards

and switches connected to CLP Power's meters.

**"Rising Mains"**

The portions of main cables or busducts from the switch room(s) of the Buildings leading up to the top of the Buildings relating to the installation of electric water heaters in the Residential Units, but excluding the earthing system, underground cables and the lateral mains.

- (4) Except as otherwise provided herein or unless there is something in the subject or context inconsistent therewith all the expressions defined in the Principal Deed and/or the Sub-Deed shall have the same meanings as in this Deed.
- (5) Prior to the date of the Assignment to the First Purchaser next hereinafter recited the Registered Owner was the registered owner and entitled to (inter alia) All Those 2,600 equal undivided 250,000th parts or shares of and in the Lot 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 and the Sub-Deed.
- (6) 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 14 equal undivided 250,000th parts or shares of and in the Lot and All Those 14 equal undivided 9,370th parts or shares of and in the buildings and other structures and ancillary works erected or to be erected on the Village together with the full and exclusive right and privilege to hold use occupy and enjoy All That Flat B (Duplex) on the 5th and 6th Floors (together with the Flat Roofs thereof) of Block No.11, No.11 Serene Avenue, La Serene, Phase IX, Area 16A, Discovery Bay, Lantau Island, Hong Kong of the Village and subject to and with the benefit of the Principal Deed and the Sub-Deed.



- (7) The parties hereto have agreed to enter into this Deed for the purpose of defining and regulating their respective rights, interests and obligations of and in the Buildings and to make provision for the maintenance, upgrading and repair of the common parts thereof.
- (8) The provisions of this 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 WITNESSETH as follows :-

SECTION I

UNDIVIDED SHARES AND RESERVED RIGHTS

- A. There shall be sub-allocated to the Village the 2,600 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 ancillary works erected on the Village
(a) Residential Units	1,686/250,000th shares	1,686/9,370th shares
(b) Car Parking Spaces (Portion)	50/250,000th shares	50/9,370th shares
(c) Village Common Areas and Village Common Facilities (Portion)	163/250,000th shares	163/9,370th shares
(d) Village Retained Areas (Portion)	701/250,000th shares	701/9,370th 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 with all necessary equipment plant and materials for the purposes of carrying out the construction of the Village 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. 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 on which the Low Rise Buildings/Mid Rise Building 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.
  - (b) The Registered Owner reserves the right to enter into a Sub-Sub-Sub-Deed of Mutual Covenant with the first purchaser of the Car Parking Spaces for the purpose of defining the rights and obligations of the owners of the Car Parking Spaces and the car park common areas (if any) Provided Always that prior to the sale of the Car Parking Spaces the same shall be under the sole ownership of the Registered Owner who shall be solely responsible for the management and maintenance of the Car Parking Spaces.
  - (c) 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 and the Sub-Deed.

SECTION II

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

1. The Owner of a Residential Unit of a Low Rise Building shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed, the Sub-Deed, the City Rules and the Village Rules to use the Village Common Areas and Village Common Facilities as shall form part of the Low Rise Building of which such a Residential Unit forms part 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 Management Expenses :-
  - (a) The 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 or repass over and along and to use such of the Village Common Areas and Village Common Facilities as shall form part of the Low 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.
  - (b) The Owner of a Residential Unit of a Low Rise Building shall have the benefit of the following easements, rights and privileges :-
    - (i) 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) (but subject always as hereinbefore provided) 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.
    - (ii) The right to subjacent and lateral support from other parts of the Low Rise Building in which the Residential Unit owned by the Owner is situated and the right to subjacent and lateral support from the Buildings or the foundations thereof and all other parts of the Village and all parts of the City, Subject as aforesaid.
    - (iii) Full right and liberty (but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed and the Sub-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.

- (iv) 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.
2. The Owners shall have no right to enter upon any part of the Lot, the City, the Village or the 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 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 Buildings for that purpose as herein provided.

### SECTION III

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

1. The Owner of a Residential Unit of the Mid Rise Building shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed, the Sub-Deed, the City Rules and the Village Rules to use the Village Common Areas and Village Common Facilities as shall form part of the Mid Rise Building of which such a Residential Unit forms part 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 Management Expenses :-
  - (a) The 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 or repass over and along and to use such of the Village Common Areas and Village Common Facilities as shall form part of 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.

- (b) The Owner of a Residential Unit of the Mid Rise Building shall have the benefit of the following easements, rights and privileges :-
- (i) 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) (but subject always as hereinbefore provided) 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.
  - (ii) 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 Buildings or the foundations thereof and all other parts of the Village and all parts of the City, Subject as aforesaid.
  - (iii) Full right and liberty (but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed and the Sub-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.
  - (iv) 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.
2. The Owners shall have no right to enter upon any part of the Lot, the City, the Village or the 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 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 or the 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 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 (including the garden(s) or open yard(s) or balcony(ies) or terrace(s) or flat roof(s) thereof, if any) or Mid Rise Building or Low Rise Building in which such Residential Unit is situated or any part or parts thereof or Village Common Facilities or City Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Mid Rise Building or the Low 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.
  - (b) Easements rights and privileges over along and through each Residential Unit equivalent to those set forth in Clause 1(b)(ii) to (iv) of Section II and Section III of this Deed.
2. Subject always to the rights of the Registered Owner under the Principal Deed, the Sub-Deed and this Deed, the Manager shall have full right and authority to control and manage the City Common Areas, the Major Roads, the Passageways, the Village Common Areas and the Village Common Facilities 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 and any charges received by the Manager in the exercise of the aforesaid power shall be considered part of the Management Funds.

3. The Registered Owner shall have the exclusive right to use the roofs (other than those which have been exclusively assigned together with the Residential Units) or flat roofs (other than those which have been exclusively assigned together with the Residential Units) or pitched roofs or upper roofs or top roofs of the Mid Rise Building or Low Rise Buildings for advertising purposes and to display, install, erect, affix or permit to be displayed, installed, erected or affixed thereon and thereto such advertising signboards, placards, posters and other dismantling signs or signboards and advertisements (whether illuminated or not) subject to the approval of the Building Authority or other Government authorities concerned and with the right to remove, repair, maintain, service and replace the same provided that the same shall not interrupt the enjoyment of the Residential Units in that Mid Rise Building or Low 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. Subject always to the rights of the Registered Owner under the Principal Deed, the Sub-Deed and this Deed, CLP Power shall have the right at all reasonable times on prior written notice (except in the case of emergency) with or without agents, workmen and others to enter into and upon any part of the Buildings for the purposes of inspecting, examining, repairing and maintaining the CLP Power Facilities.

## SECTION V

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

Subject to the provisions of the Principal Deed and the Sub-Deed:-

1. Every assignment of an Undivided Share in the Lot 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 alteration to any part of the 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 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 Passageways, Village Common Areas or City Common Areas or any of the Village 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 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 Buildings or Village owned by him or any person using such part of the 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 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 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 right to partition the Lot or the Village or the 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 Buildings.
10. Each Owner shall maintain in good repair and condition that part of the Buildings or Village owned by him 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 Buildings or Village.
11. No Owner shall use or permit or suffer the part of the 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 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. No part of the City Common Areas, Major Roads, Passageways or Village Common Areas shall be obstructed or encumbered 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, Major Roads, Passageways or Village Common Areas as may be or become a nuisance to any other Owners or occupiers of the 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 Buildings except with the 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 Building shall be erected, installed or otherwise affixed to or projected from any Building 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 and facade colour of any Building or the colour of the windows 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 Building 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 part of the 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 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, Passageways or Village Common Areas which to the opinion of the Manager may affect the external appearance of the Mid Rise Building or any Low Rise Building.
22. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of any Building may be clogged or the efficient working thereof may be impaired.
23. No Owner of the ground floor of the Mid Rise Building or any Low Rise Building shall build a swimming pool, sauna, whirlpool, hot-tub or jacuzzi whether portable or otherwise or sink a well or erect on the ground or garden or open yard any objects or structures without the written consent of the Manager.

24. The Owner of the ground floor of the Mid Rise Building or any Low Rise Building shall at all times keep the garden or ground or open yard in a neat and attractive condition. No poultry house shall be constructed or maintained in such garden or ground or open yard.
25. No Owner of a Residential Unit of the Mid Rise Building or any Low Rise Building in respect of which flat roof(s) or terrace(s) or balcony(ies) or roof(s) are held therewith shall erect on such flat roof(s) or terrace(s) or balcony(ies) or roof(s) any objects or structures without the written consent of the Manager.
26. The Owner of a Residential Unit of the Mid Rise Building or any Low Rise Building in respect of which flat roof(s) or terrace(s) or balcony(ies) or roof(s) are held therewith shall at all times keep such flat roof(s) or terrace(s) or balcony(ies) or roof(s) in a neat and attractive condition.
27. 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.
28. 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.
29. 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.
30. No air-conditioning units or apparatus or any other fixture shall be installed through the window or external walls of the Mid Rise Building or any Low Rise Building without the prior written consent of the Manager having been first obtained and the conditions of such consent having been complied with.
31. Every Owner of a Residential Unit shall be obliged to join and become a member of the **DISCOVERY BAY RESIDENTS 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.

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 roof or flat roof or terrace or part thereof shall have the right to use the roof or flat roof 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 roof or flat roof or terrace or any part thereof and the Manager shall have the right to remove anything erected or placed on any roof or flat roof or terrace in contravention of this provision at the costs and expenses of the Owners having the exclusive right to occupy thereof or the flat roof or the terrace.
3. No roof or flat roof or terrace (if any) or balcony (if any) shall be enclosed or obstructed which in any way shall contravene 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 roof or flat roof or terrace or balcony or any part thereof shall ensure that access to the roof or flat roof or terrace or balcony 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 Village Common Areas. Prior to the installation thereof, the Owner shall first obtain the approval in writing of the Manager 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 previous 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 the 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 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 Village Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Mid Rise Building or any Low 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 fencing approved by the Manager its own garden(s) or open yard(s) or terrace(s) or flat roof(s) or balcony(ies) or patio(s).

## SECTION VII

### MANAGEMENT EXPENSES

1. Discovery Bay Services Management Limited shall be appointed as Manager of the Development and the Village and the Buildings in accordance with the Principal Deed and the Sub-Deed and each Owner hereby appoints the Manager as Attorney to enforce the provisions of this Deed and each Owner hereby covenants not to enforce the terms of this Deed and any Sub-Sub-Sub-Deed of Mutual Covenant otherwise than through the Manager subject to the provisions in the Principal Deed and the Sub-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 Buildings.

2. For the purpose of determining the contributions to be made by each Owner of a Residential Unit in the Mid Rise Building or Low Rise Building and the Village to the Management Expenses of the City and to the Management Expenses of the Village and of the Mid Rise Building or Low Rise Building 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 fourth column of the Schedule hereto.
3. The Owners of Residential Units in the Village are required to pay a non-refundable Improvement Fund equivalent to 1 month's management fee and a non-refundable debris removal fee also equivalent to one (1) month's management fee upon completion of an Owner's acquisition of that part of the Buildings owned by him.
4. On completion of the sale and purchase of a Residential Unit, the Owner of such Residential Unit shall (i) deposit and maintain with the Manager a sum equivalent to 3 months' contributions by him under this Deed as security against his liabilities under this Deed and such sum shall not be set off against contributions to be made hereunder and shall only be transferable but not refundable and (ii) pay the Manager a sum equivalent to 3 months' contributions by him under this Deed as payment in advance of the first 3 months' contributions.
5. The Owners of the Residential Units shall each deposit and maintain with the Manager a refundable decoration deposit not exceeding HK\$3,000 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.
6. Notwithstanding anything contained in this Deed, the Registered Owner shall only be obliged to contribute to the Improvement Fund, the debris removal fee and the various deposits and advance payments provided under Clauses 3, 4 and 5 of this Section VII for any Residential Unit which shall remain in the ownership of the Registered Owner after a period of three (3) months from the date of this Deed.

SECTION VIII  
MISCELLANEOUS

1. Notwithstanding anything herein contained, the Owners shall at their own expense maintain and carry out all works in respect of any slopes, retaining walls or other structures within the Village in accordance with the "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time) and the slope maintenance manual. A plan of such areas is annexed hereto for identification purposes and a copy of the slope maintenance manual is also annexed hereto for reference. The Manager is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition any of such slopes, retaining walls or other structures 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 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 slopes, retaining walls and related structures. The Manager shall not be personally liable for carrying out any such works regarding the maintenance of slopes, retaining walls and related structures which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.

2. The provisions of the Seventh Schedule to the Building Management Ordinance (Cap.344) shall be incorporated into and form part of this Deed and to the extent that any provision contained herein shall be in conflict with the said Seventh Schedule, the latter shall prevail.

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

4. The Registered Owner shall provide a direct translation or summary in Chinese of this Deed within three (3) months from the execution hereof and shall ensure that it is available for inspection by the Owners at the management office in the Village. A copy of the Chinese translation or summary shall be provided to any Owner upon request at the expense of such Owner.

In the event of any dispute between the Chinese translation or summary and the English document, the latter shall prevail.

IN WITNESS whereof the Registered Owner and the Manager have caused their respective Common Seals to be hereunto affixed and the First Purchaser have hereunto set their hands and seals 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	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary works erected on the Village	Management Units
<u>Low Rise Buildings*</u>			
Each of Block Nos.5, 6, 7 and 8			
<u>Floor</u>	<u>Flat</u>		
Ground	A + Garden + Open Yard	12/250,000th shares	12/9,370th shares
	B + Garden + Open Yard	12/250,000th shares	12/9,370th shares
1st	A + Flat Roofs	10/250,000th shares	10/9,370th shares
	B + Flat Roofs	10/250,000th shares	10/9,370th shares
2nd	A + Flat Roof	10/250,000th shares	10/9,370th shares
	B + Flat Roof	10/250,000th shares	10/9,370th shares
3rd	A	10/250,000th shares	10/9,370th shares
	B	10/250,000th shares	10/9,370th shares
5th & 6th	A (duplex) + Flat Roofs	14/250,000th shares	14/9,370th shares
5th & 6th	B (duplex) + Flat Roofs	14/250,000th shares	14/9,370th shares
Sub-Total:		112/250,000th shares	112/9,370th shares
Each of Block Nos.1, 2, 3 and 9, 10, 11			
<u>Floor</u>	<u>Flat</u>		
Ground	A + Garden + Open Yard	12/250,000th shares	12/9,370th shares
	B + Garden + Open Yard	12/250,000th shares	12/9,370th shares

1st	A + Flat Roofs	11/250,000th shares	11/9,370th shares	11 management units
	B + Flat Roofs	11/250,000th shares	11/9,370th shares	11 management units
	C	5/250,000th shares	5/9,370th shares	5 management units
2nd	A + Flat Roof	10/250,000th shares	10/9,370th shares	10 management units
	B + Flat Roof	10/250,000th shares	10/9,370th shares	10 management units
	C	5/250,000th shares	5/9,370th shares	5 management units
3rd	A	10/250,000th shares	10/9,370th shares	10 management units
	B	10/250,000th shares	10/9,370th shares	10 management units
	C + Flat Roof	5/250,000th shares	5/9,370th shares	5 management units
5th & 6th	A (duplex) + Flat Roofs	14/250,000th shares	14/9,370th shares	14 management units
5th & 6th	B (duplex) + Flat Roofs	14/250,000th shares	14/9,370th shares	14 management units
Sub-Total:		129/250,000th shares	129/9,370th shares	129 management units
Mid Rise Building*				
Block No.12				
<u>Floor</u>	<u>Flat</u>			
Ground	A + Garden	9/250,000th shares	9/9,370th shares	9 management units
Ground	B + Garden	7/250,000th shares	7/9,370th shares	7 management units
Ground	C + Garden	10/250,000th shares	10/9,370th shares	10 management units
		26/250,000th shares	26/9,370th shares	26 management units
1st	A + Flat Roof	9/250,000th shares	9/9,370th shares	9 management units
	B	6/250,000th shares	6/9,370th shares	6 management units
	C + Flat Roof	9/250,000th shares	9/9,370th shares	9 management units
	D	5/250,000th shares	5/9,370th shares	5 management units
	E + Flat Roof	7/250,000th shares	7/9,370th shares	7 management units
		36/250,000th shares	36/9,370th shares	36 management units
2nd to 10th (4th omitted)	A	9/250,000th shares	9/9,370th shares	9 management units
	B	6/250,000th shares	6/9,370th shares	6 management units
	C	9/250,000th shares	9/9,370th shares	9 management units
	D	5/250,000th shares	5/9,370th shares	5 management units
	E	7/250,000th shares	7/9,370th shares	7 management units

	36/250,000th shares X 8 floors = 288/250,000th shares	36/9,370th shares X 8 floors = 288/9,370th shares	36 management units X 8 floors = 288 management units
11th, 12th A	10/250,000th shares	10/9,370th shares	10 management units
& 15th B	6/250,000th shares	6/9,370th shares	6 management units
(13th & 14th C	10/250,000th shares	10/9,370th shares	10 management units
omitted) D	5/250,000th shares	5/9,370th shares	5 management units
E	7/250,000th shares	7/9,370th shares	7 management units
	38/250,000th shares X 3 floors = 114/250,000th shares	38/9,370th shares X 3 floors = 114/9,370th shares	38 management units X 3 floors = 114 management units
Sub-Total:	464/250,000th shares	464/9,370th shares	464 management units
<u>Summary</u>			
Block Nos.5, 6, 7 and 8	112/250,000th shares X 4 buildings = 448/250,000th shares	112/9,370th shares X 4 buildings = 448/9,370th shares	112 management units X 4 buildings = 448 management units
Block Nos.1, 2, 3 and 9, 10, 11	129/250,000th shares X 6 buildings = 774/250,000th shares	129/9,370th shares X 6 buildings = 774/9,370th shares	129 management units X 6 buildings = 774 management units
Block No.12	464/250,000th shares	464/9,370th shares	464 management units
Total:	1,686/250,000th shares	1,686/9,370th shares	1,686 management units

Notes

\* For Low Rise Buildings

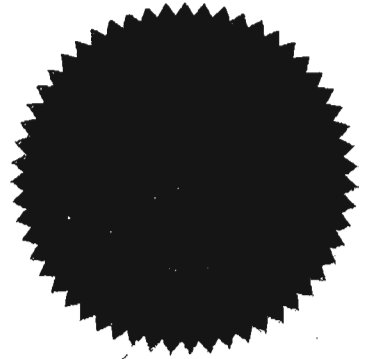
4th Floor is omitted

# For Mid Rise Building

4th, 13th and 14th Floors are omitted

SEALED with the Common Seal of )  
 the Registered Owner and SIGNED )  
 by Ho Pak Ching Loretta, director )  
**AND** )  
 Chan Chi Ming, authorized person )  
 person(s) authorised by resolution of the board of directors )  
 whose signature(s) is/are verified by :- )

*Loretta Ho*



*Maggie Man Che Cheng*

Maggie Man Che Cheng  
 Johnson Stokes & Master  
 Solicitor, Hong Kong SAR

*[Signature]*

SIGNED SEALED and )  
 DELIVERED by the First Purchaser )  
 (who having been previously )  
 identified by the production of Hong )  
 Kong Identity Card No.A842608(5) )  
 and Republik Indonesia Passport )  
 No.G861313) in the presence of :- )

*[Signature]*

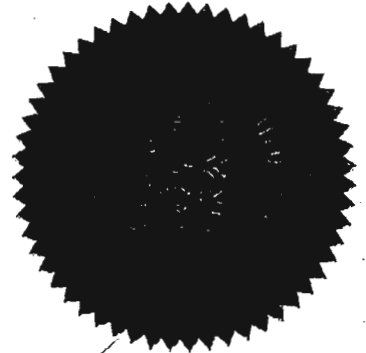
*[Signature]*



*Anita Lai Chu Lok*


Anita Lai Chu Lok  
 Johnson Stokes & Master  
 Solicitor, Hong Kong SAR

SEALED with the Common Seal )  
of the Manager and SIGNED by )  
**Chan Chi Ming**, director thereof )  
whose signature(s) is/are verified by :- )



Maggie Man Che Cheng  
Johnson Stokes & Master  
Solicitor, Hong Kong SAR

INTERPRETED to the First Purchaser by :-

 WEN WING CHEONG

Clerk to Messrs. Johnson Stokes & Master,  
Solicitors & C., Hong Kong SAR.

Dated the 20<sup>th</sup> day of May 2000

HONG KONG RESORT COMPANY  
LIMITED

and

NG YUK LING and YO TEK PENG

and

DISCOVERY BAY SERVICES  
MANAGEMENT LIMITED

---

SUB-SUB-DEED OF MUTUAL  
COVENANT

in respect of

LA SERENE, PHASE IX, AREA 16A,  
THE REMAINING PORTION OF  
LOT NO.385 IN DEMARCATION  
DISTRICT NO.352 AND  
THE EXTENSIONS THERETO,  
DISCOVERY BAY, LANTAU ISLAND,  
HONG KONG

---

REGISTERED at the Islands New  
Territories Land Registry by Memorial No.

REGISTERED in the Islands  
New Territories Land Registry  
by Memorial No. 282962  
on 13 June 2000

on

  
for Land Registrar

p. Land Registrar

JOHNSON STOKES & MASTER, (304)  
Solicitors & C.,  
18th Floor, Prince's Building,  
No.10 Chater Road,  
Central,  
Hong Kong.  
MAGC/AFK/H9/99/690370/6  
(9.3.2000)