

THIS SUB-SUB-DEED OF MUTUAL COVENANT is made this 1st day of April 2020

BETWEEN :-

- (1) **HONG KONG RESORT COMPANY LIMITED (香港興業有限公司)** whose registered office is situate at 23rd 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) **YU NG YUK MING THERESA (余吳玉明)** of Flat E, 3rd Floor, Block 6, "Poggibonsi (意堤)" (Phase 16), No.3 Bayside Drive, Discovery Bay City, Lantau Island, New Territories (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 23rd 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-Sub-Deed of Mutual Covenant (hereinafter called "this Sub-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") and a Sub-Deed of Mutual Covenant dated the 31st day of May 2013 and registered in the Land Registry by Memorial No.13061700630026 (hereinafter called "the Sub-Deed").
- (2) There are now erected or to be erected on the portion (hereinafter called "the said Portion") of the Village (as defined in the Sub-Deed) in Area N1d as shown coloured orange on the Site Plan annexed hereto, inter alia, the Mid-rise Buildings (as hereinafter defined).

(3) In this Sub-Sub-Deed :-

- (a) The expressions contained in Recital (1)(a) of the Principal Deed and Recital (2)(b) of the Sub-Deed shall unless otherwise re-defined in this Sub-Sub-Deed apply to this Sub-Sub-Deed whenever the context permits.
- (b) The expressions following shall have the following meanings ascribed to them whenever the context permits :-

“Conditions”

Shall mean New Grant No.6122 dated 10 September 1976 as extended by three Extension Letters dated 1 August 1979, 19 August 1980 and 16 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 28 February 2000 and registered in the Land Registry by Memorial No.IS280736 (as further varied or modified by a letter from the Director of Lands to the Registered Owner dated 24 March 2016 and registered in the Land Registry by Memorial No.16040101400019) and shall include any subsequent modifications and extensions of the Conditions.

“Fire Service Installations for Open Kitchen Units”

Automatic sprinkler systems and automatic detection systems (including sprinkler heads, smoke detectors, fire detection and alarm systems) and other fire-safety provisions for the open kitchens provided in accordance with the Fire Safety Management Plan within and forming part of the Open Kitchen Units.

"Fire Safety Management Plan"	The fire safety management plan of the said Portion, a copy of which is to be deposited at the management office in the Village pursuant to the provisions of Clause 6 of Section VIII of this Sub-Sub-Deed
"Green and Innovative Features of the said Portion"	the green and innovative features comprising the balconies, utility platforms and wider common corridors and lift lobbies within the said Portion.
"Improvement Fund for Residential Units "	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 in respect of the Residential Units and shall include, inter alia, the initial costs of setting up the guard counters and the like for the Residential Units, expenses for the purchase, protection, replacement, improvement, upgrading and renovation incurred or to be incurred in relation to the Mid-rise Building Common Areas and the Mid-rise Building Common Facilities and any other costs and expenses which are necessary for the initial setting up for the Mid-rise Building Common Areas and the Mid-rise Building Common Facilities of the said Portion.
"Management Units"	Units allocated to the Residential Units in the Mid-rise Buildings in accordance with the provisions of Clause 3 of Section VI of this Sub-Sub-Deed.
"Mid-rise Buildings"	Three (3) mid-rise buildings erected or to be

erected in the Village in Area N1d in accordance with the Master Plans with multiple residential units therein and to be known as “Poggibonsi (意堤)” (Phase 16) comprising Block 5, Block 6 and Block 8.

“Mid-rise Building Common Areas” Shall mean and include:-

- (a) external walls of the Mid-rise Buildings (excluding openable window(s) installed therein but including curtain wall system (other than (i) both interior and exterior surfaces of the openable part(s) installed therein, (ii) the interior surface of the curtain wall system and (iii) the aluminium mullion of the curtain wall system installed within the Residential Units, all serving the Residential Units, and for the avoidance of doubt, the openable window(s) installed in the external walls and all of (i), (ii) and (iii) above shall form part of the relevant Residential Units));
- (b) H.R. (hose reel), smoke vents, E.M.C. (electric meter cabinet), A/C plant room (air conditioning plant room), EMR (electrical meter room), ELV. (extra low voltage), switch RM. (switch room), main switch rooms, water pump RM. (water pump room), cleansing GRP water tank (cleansing glass reinforced plastic water tank), potable water transfer twin tank,

flushing water transfer tank, flushing water transfer twin tank, irrigation GRP water tank (irrigation glass reinforced plastic water tank), SPR. water tank (sprinkler water tank), F.S. water pump RM. (fire service water pump room), F.S. water tank (fire service water tank), potable water transfer tank, T.B.E. RM. (telecommunications and broadcasting room), transformer room(s), mail delivery room(s) with mailboxes, refuse storage chamber, lift lobbies, lifts, F.S. control RM. (fire service control room), LPG valve RM. (liquefied petroleum gas valve room), planter, common lobby(ies), store, RC covered walkway (reinforced concrete covered walkway), L.V. switch RM. (low voltage switch room), EMR./ELV. (electrical meter room/extra-low voltage), guard counters, common flat roofs, wider common corridors and lift lobbies, W.M.C. (water meter cabinet), P.D. (pipe duct), refuse RM. (refuse room), potable & flushing water pump RM. (potable & flushing water pump room), emergency generator RM. (emergency generator room), flushing/potable water pump RM. (flushing/potable water pump room), architectural feature, flat roof(s) (other than those held or intended to be held together with a Residential Unit); and

- (c) such areas in the said Portion within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Cap. 344).

For the purpose of identification (and where possible), the Mid-rise Building Common Areas are shown coloured indigo on the plans annexed hereto.

“Mid-rise Building Common Facilities” Shall mean and include:-

- (a) Water pipes, drains, wires, cables, lightning rods (if any), air-conditioning ducts, architectural features, tanks, fire services and water tanks, potable water tanks, flushing water tanks and other services and facilities intended for the communal use and benefit of each Mid-rise Building.
- (b) extra-low voltage room, pump room(s) and electrical meter room(s) inside each Mid-rise Building.
- (c) Communal television antennae (if any) for the use and benefit of each Mid-rise Building.
- (d) Store rooms (if any).
- (e) Telecommunication and broadcasting equipment rooms, main distribution frames rooms (if any), transformer rooms, switch rooms, fire services

pump rooms, water pump rooms, emergency generator rooms, sewage pump rooms (if any) and other services and facilities intended for the communal use and benefit of each Mid-rise Building.

(f) Hoisting facilities and equipment (if any) installed or provided on the flat roof of the roof level of a Mid-rise Building for the communal use and benefit of the relevant Mid-rise Building.

(g) Any other facilities and devices installed or provided in the said Portion for the use and benefit of the said Portion and not for the use and benefit of the Village as a whole or a particular Mid-rise Building.

“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 35 of Section IV of this Sub-Sub-Deed.

“Open Kitchen Unit”

A Residential Unit which has a kitchen that is not separated from the rest of the Residential Unit by any wall(s) and a door of the required fire resistance rating, and which

Residential Unit is, for the purpose of identification only, shown marked "OPEN KIT." on the plans annexed hereto and certified as to their accuracy by or on behalf of the Authorized Person. "Open Kitchen Units" shall be construed accordingly.

" Owner"

Shall mean Owner holding Undivided Shares of and in the Lot and in the City together with the right to the exclusive use occupation and enjoyment of a Residential Unit and also a registered mortgagee in possession of such Undivided Shares.

"Residential Unit"

A unit (including, without limitation, (i) openable window(s) installed in the external walls thereof; (ii) both interior and exterior surfaces of the openable part(s) installed in the curtain wall system; (iii) the interior surface of the curtain wall system; (iv) the aluminium mullion of the curtain wall system installed within such unit; and (v) the Green and Innovative Features of the said Portion forming part of such unit, all serving such unit) in a Mid-rise Building erected or to be erected in the Village in accordance with the Master Plans.

"Village Rules (Poggibonsi)"

The rules governing the said Portion from time to time in force made by the Manager under this Sub-Sub-Deed.

- (4) In this Sub-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.
- (5) Immediately after the execution of the Sub-Deed, the Registered Owner was the registered owner of and entitled to and retained (inter alia) All Those 36,070 equal undivided

250,000th parts or shares of and in the Lot and the City allocated to Reserved Undivided Shares under the Principal Deed and All Those 47,590.465 equal undivided 250,000th parts or shares of and in the Lot and the City allocated to City and Village Retained Areas under the Principal Deed and All Those 7,402 equal undivided 250,000th parts or shares of and in the Lot and the City allocated to City and Village Common Areas and Facilities under the Principal Deed.

- (6) 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 1,805 equal undivided 250,000th parts or shares of and in the Lot and the City and Together with the full and exclusive right and privilege to hold use occupy and enjoy All That the said Portion and the Mid-rise Buildings erected or to be erected thereon subject to and with the benefit of the Principal Deed and the Sub-Deed.
- (7) 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 **8** 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 **FLAT E** on the **THIRD FLOOR (together with the balcony thereof)** of **Block 6** of **“Poggibonsi (意堤)”** (Phase 16), No.3 Bayside Drive, Discovery Bay City, Lantau Island, New Territories.
- (8) The parties hereto have agreed to enter into this Sub-Sub-Deed for the purpose of making provisions for the management, maintenance, insuring, upgrading, repair and servicing of the said Portion 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 said Portion.
- (9) The provisions of this Sub-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 SUB-SUB-DEED WITNESSES as follows :-

SECTION I

UNDIVIDED SHARES AND RESERVED RIGHTS

- A. There shall be sub-allocated to the said Portion 1,805 Undivided Shares and 1,745 Management Units (such Undivided Shares and Management Units do not include the 51 Undivided Shares and 51 Management Units sub-allocated to the additional Village Retained Areas to be referred to in Clause C of this Section) which shall be allocated as follows :-

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>
Units	Undivided Shares of and in the Lot and the City	Management Units
(a) Residential Units (particulars of the number of Undivided Shares and Management Units of and in the Lot and the City allocated to each Residential Unit are contained in the Second Column and the Third Column of the First Schedule hereto)	1,745 /250,000 th shares (sub-allocated from the Undivided Shares allocated to the Reserved Development Areas under the Sub-Deed; all of which are drawn from the Reserved Undivided Shares allocated under the Principal Deed)	1,745 Management Units
(b) Mid-rise Building Common Areas and Mid-rise Building Common Facilities and the additional Village Common Areas and additional Village Common Facilities designated under this Sub-Sub-Deed	60 /250,000 th shares (sub-allocated from the Undivided Shares allocated to the Reserved Development Areas under the Sub-Deed; 2 of which are drawn from the Undivided Shares allocated to the City and Village Common Areas and Facilities under the Principal Deed, and 58 of which are drawn from the Reserved Undivided Shares allocated under the Principal Deed)	-

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

- (a) The Registered Owner reserves the right to maintain, alter, repair and service the relevant part(s) of the Mid-rise Building(s) (in respect of which the exclusive right to hold, use, occupy and enjoy such relevant part(s) of the Mid-rise Building(s) has not been assigned by the Registered Owner) and/or to erect, affix, replace or remove any structures (temporary or otherwise) that may have been erected or affixed in such relevant part(s) of the Mid-rise Building(s) concerned and 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; and (ii) other fixtures or structures of whatsoever kind on any part or parts of Mid-rise Building Common Areas and such other areas of the said Portion and such relevant part(s) of 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 or to be affixed on the 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 at a meeting of the Owners convened under this Sub-Sub-Deed and any payment received for such approval shall be paid into the Reserve Fund 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(s) of the Mid-rise Building Common Areas and such other areas of the said Portion and such relevant part(s) of the Mid-rise Buildings the exclusive right to hold, use, occupy and enjoy which has not been assigned by the Registered Owner 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 in relation to or in connection with the Mid-rise Building Common Areas shall be credited to the Reserve Fund and be applied towards the management and maintenance of the said Portion and the Mid-rise Buildings 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.

- (b) The Registered Owner reserves the right to enter into a Sub-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-Sub-Deed provided always that such Sub-Sub-Sub-Deed of Mutual Covenant shall not conflict with the provisions of the Sub-Deed and this Sub-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 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.
- C. In addition to those portions of the Village as are shown coloured brown on the Village Retained Areas Plan(s) attached to the Sub-Deed, pursuant to Clause 8(f) of Section I of the Principal Deed, the Registered Owner hereby designates all those portions of the Village as are shown and coloured Brown on the Village Retained Areas Plan attached to this Sub-Sub-Deed as additional Village Retained Areas for the Village. The Registered Owner in pursuance of its right under Clause 8(l) of Section I of the Principal Deed shall allocate 51 Undivided Shares to such additional Village Retained Areas (the said 51 Undivided Shares are sub-allocated from the Undivided Shares allocated to the Reserved Development Areas under the Sub-Deed; 33 of which are drawn from the Undivided Shares allocated to the City Retained Areas and Village Retained Areas under the Principal Deed, and 18 of which are drawn from the Reserved Undivided Shares allocated under the Principal Deed). 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, upon execution of this Sub-Sub-Deed, 51 Management

Units shall be allocated to such additional Village Retained Areas. For the avoidance of doubt, the provisions concerning the Village Retained Areas under the Sub-Deed, including Clause 4 of Section IV under the Sub-Deed, shall also apply to such additional Village Retained Areas designated under this Sub-Sub-Deed.

- D. In addition to those portions of the Village as are shown coloured green on the Village Common Areas Plan(s) attached to the Sub-Deed, pursuant to Clause 8(f) of Section I of the Principal Deed, the Registered Owner hereby designates all those portions of the Village as are shown and coloured green on the Village Common Areas Plan attached to this Sub-Sub-Deed as additional Village Common Areas for the Village. For the avoidance of doubt, the provisions concerning the Village Common Areas under the Sub-Deed shall also apply to such additional Village Common Areas designated under this Sub-Sub-Deed.
- E. In addition to the easements, rights and privileges of the Owner of the Village Retained Areas set out in the Principal Deed and the Sub-Deed, including but not limited to the easements, rights and privileges set out in Section III of the Sub-Deed, the Owner of the Village Retained Areas shall subject to the Principal Deed, the Sub-Deed, the City Rules, the Village Rules and the Village Rules (Poggibonsi) have the full right and liberty (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 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 Owner of the Village Retained Areas as to the areas or parts of the Right of Way that the Owner of the Village Retained Areas its 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 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 any Residential Unit or unreasonably interfere with the use and enjoyment by any Owner of the Residential Unit which he owns.

- F. The Registered Owner shall upon the execution of this Sub-Sub-Deed assign the Mid-rise Building Common Areas, Mid-rise Building Common Facilities, the additional Village Common Areas and the additional Village Common Facilities designated under this Sub-Sub-Deed 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-Sub-Deed. Such Undivided Shares together with the Mid-rise Building Common Areas, Mid-rise Building Common Facilities, the additional Village Common Areas and the additional Village Common Facilities designated under this Sub-Sub-Deed shall upon such assignment to the Manager be held by the Manager as trustee for all 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, the Sub-Deed and this Sub-Sub-Deed, then the outgoing Manager or the liquidator shall assign free of cost or consideration such Undivided Shares together with the Mid-rise Building Common Areas, the Mid-rise Building Common Facilities, the additional Village Common Areas and the additional Village Common Facilities designated under this Sub-Sub-Deed 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-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 the Mid-rise Building Common Areas, the Mid-rise Building Common Facilities, the additional Village Common Areas and the additional Village Common Facilities designated under this Sub-Sub-Deed.

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 Sub-Deed, the City Rules, the Village Rules and the Village Rules (Poggibonsi) and subject to the rights of the Manager as hereinafter provided :-
 - (a) The full right and liberty for the Owner of a Residential Unit 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, Village Common Facilities, Mid-rise Building Common Areas and Mid-rise Building Common Facilities which serve the Village or the said Portion 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.
 - (b) The Owner of a Residential Unit 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, 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.

- (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 and the Sub-Deed.

- (iv) The full right and liberty for the Owner of a Residential Unit 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 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 of the Residential Units as to the areas or parts of the Right of Way that the Owners of the Residential Units, 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 of the Residential Units, 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 any Residential Unit or unreasonably interfere with the use and enjoyment by any Owner of the Residential Unit which he owns.

2. The Owner of a Residential Unit 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 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 and the exclusive right to hold use occupy 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 (including the balcony(ies) (if any) or utility platform(s)(if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any) or flat roof(s) for swimming pool filtration system (if any)) for the purposes of carrying out necessary repairs to the Mid-rise Buildings or the said Portion and inspecting, examining and maintaining any Mid-rise Building Common Areas or Mid-rise Building Common Facilities (whether in such Residential Unit or not) or any other apparatus and equipment used or installed therein for the benefit of the Mid-rise Buildings or the said Portion or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purpose or enjoyment or to abate any hazard or nuisance which does or may affect the Mid-rise Building Common Areas provided that the Manager shall make good any damage caused as a result of the Manager exercising the above right and shall be liable for the negligent, dishonest, wilful or criminal acts of the Manager, his staff, agents and contractors (including but not limited to making good the damage caused by such acts at his own costs and expense).
 - (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-Sub-Deed.
 - (c) Easements, rights and privileges reserved unto the Registered Owner under the Principal Deed, the Sub-Deed and this Sub-Sub-Deed.
 - (d) Easements, rights and privileges of the Owner of the Village Retained Areas under the Principal Deed, the Sub-Deed and this Sub-Sub-Deed.

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

- (a) full right and authority to control, maintain and manage the City Retained Areas, the City Common Areas, the Major Roads and the Village 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 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 the 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, licence or arrangement with any person(s) for providing value-added services to the Owner(s), for such consideration and on such terms as the Manager may deem fit Provided that any contracts, agreement, licence or arrangement 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, agreement, licence or arrangement 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 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) 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.

SECTION IV

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-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 at his own expense maintain in good repair and condition that part of the Mid-rise Buildings or Village owned by him (including, without limitation, the openable window(s) installed in the external walls thereof and the Green and Innovative Features of the said Portion forming part of his Residential Unit and those parts of the curtain wall system (including (i) both interior and exterior surfaces of the openable part(s) installed in the curtain wall system; (ii) the interior surface of the curtain wall system; and (iii) the aluminium mullion of the curtain wall system installed within his Residential Unit, all serving his Residential Unit) that form part of his Residential 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. In the event that any openable part(s) and the aluminium mullion installed within the Residential Unit of the curtain wall system forming part of such Residential Unit is broken, the Owner concerned shall at his own expense repair and replace the same and such works shall be carried out by a registered contractor of reasonable competent skill by relevant industry standards, approved by the Manager (Provided That such approval of the Manager shall not be unreasonably withheld or delayed). Any repair, replacement and maintenance to the aluminium mullion installed within a Residential Unit of the curtain wall system shall not affect the external appearance of any Mid-rise Buildings. Each Owner of a Residential Unit shall also be responsible for the cleaning of the interior surface of the curtain wall system (including, without limitation, both the openable part(s) and non-openable part(s) thereof) that form part of such Residential Unit.
11. Subject to Clause 10 of Section IV hereof, no Owner shall make any alteration to or modification of or cause any damage to the curtain wall system of any Mid-rise Buildings (whether or not forming part of his Residential Unit). The Manager shall also have the right to enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency when no notice is required and the entry may take place at all times) any or all parts of any Mid-rise Buildings including any Residential Unit for the purpose of inspecting the curtain wall system of any Mid-rise Buildings and to maintain, replace or repair any part or parts thereof PROVIDED THAT the Manager shall make good

any damage caused by such inspection, maintenance, replacement or repair and shall be liable for the negligent, dishonest, wilful or criminal acts of the Manager, his staff, agents and contractors (including but not limited to making good the damage caused by such acts at his own costs and expense). The Manager shall have the power to impose and recover from the Owner thereof charges or expenses for rectifying any alteration to or modification of and/or repairing such damages to the curtain wall system of any Mid-rise Buildings caused by such Owner and/or the occupier of his Residential Unit in contravention of this Sub-Sub-Deed.

12. 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.
13. 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.
14. Subject to Clause 3 of Section III, no part of the City Common Areas, City Retained Areas, Village Retained Areas, Major Roads, Mid-rise Building Common Areas or Village Common 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.
15. The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the City Rules, Village Rules and the Village Rules (Poggibonsi) (if any) covering the same.
16. 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 or the Village Rules (Poggibonsi) 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.

17. Subject to Clause 3 of Section III 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 any part thereof shall be erected, installed or otherwise affixed to or projected from any Mid-rise Building or any part thereof except with the prior written consent of the Manager.
18. 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 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.
19. 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 any refuse, rubbish, litter or other article or thing whatsoever except using the facilities (if any) provided for the disposal thereof.
20. All Owners (including the Registered Owner) and the Manager shall at all times observe and perform the City Rules, the Village Rules and the Village Rules (Poggibonsi) and comply with the terms and conditions of the Conditions so long as they remain as Owners and the Manager.
21. 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 development of the Lot in accordance with the Master Plans.
22. 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 part thereof.

23. 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 part thereof may be clogged or the efficient working thereof may be impaired.
24. Subject to Clause 3 of Section III and except in spaces (if any) originally provided for the purpose by the Registered Owner, no Owner of any Mid-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 balcony(ies) (if any) or utility platform(s) (if any) or flat roof(s) (if any) or flat roof(s) for swimming pool filtration system (if any) any objects or structures without the prior written consent of the Manager.
25. No Owner of a Residential Unit of any Mid-rise Building in respect of which the balcony(ies) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) (if any)) or flat roof(s) for swimming pool filtration system (if any) are held therewith shall erect on such balcony(ies) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) (if any)) or flat roof(s) for swimming pool filtration system (if any) any objects or structures without the prior written consent of the Manager.
26. The Owner of a Residential Unit of any Mid-rise Building in respect of which the balcony(ies) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any) are held therewith shall at all times keep such balcony(ies) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any) in a neat and attractive condition. No poultry house shall be constructed on or maintained in such balcony(ies) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any).
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 are 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 apparatus or any other fixture shall be installed through the window or external walls of any Mid-rise Building 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.
31. 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 part thereof except through the apertures or spaces originally designated or designed for such air-conditioning units.
32. Save with the prior approval of the Owners' Committee of the said Portion and the Manager, no Owner (including the Registered Owner) shall convert any part of Mid-rise Building Common Areas to his own use or for his own benefit. Any payment received for the approval shall be paid into the Reserve Fund.
33. No Owner (including the Registered Owner) may convert or designate any part of his Residential Unit or any part of the said Portion exclusively owned by him to Mid-rise Building Common Areas unless the approval by a resolution of the Owners at a meeting of the Owners convened under this Sub-Sub-Deed has been obtained. No Owner (including the Registered Owner) and no manager may re-convert or re-designate Mid-rise Building Common Areas to his own use or benefit.
34. 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.

35. (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-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.
36. In addition and without prejudice to any other rights of the Manager under this Sub-Sub-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 when notice shall be dispensed with) with or without agents and with or without tools, apparatus and equipment, to enter into each Residential Unit for a reasonable time period for the purpose of carrying out inspection of those parts of the curtain wall system which form part of a Residential Unit and for the avoidance of doubt, the Owner of the Residential Unit shall be responsible for the maintenance thereof and if any such part(s) of the curtain wall system is/are broken or damaged, the Manager may serve a notice on the Owner concerned requiring him to replace or repair the same at his own expense and costs within reasonable time Provided that the Manager, its employees, servants or agents shall not be held liable to the Owners, or any of them, or to any person or persons whomsoever, whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any damage, loss, injury caused by or in any way arising out of or in connection with, directly or indirectly, any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of this Clause 36 unless it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, servants or agents involving criminal liability, dishonesty or negligence Provided Further that the Manager shall in the exercise of its right under this

Clause 36 ensure that the least disturbance is caused to the Residential Units and shall make good any damage caused thereby and shall be liable for negligence or dishonest or wilful or criminal acts of the Manager, his staff, agents and contractors (including but not limited to making good the damage caused by such acts at his own costs and expense).

37. The wider common corridors and lift lobbies (which form part of the Mid-rise Building Common Areas) shall only be used as corridors and lift lobbies pursuant to the provisions of this Sub-Sub-Deed.

SECTION V

COVENANTS AND PROVISIONS APPLICABLE TO OWNERS OF RESIDENTIAL UNITS

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 balcony(ies) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any) shall have the right to use the balcony(ies) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any) except only for escape in the event of fire or emergency. Subject to Clause 3 of Section III, 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(s) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any) 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(s) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any) in contravention of this provision at the costs and expenses of the Owners having the exclusive right to occupy the balcony(ies) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any).
3. No balcony(ies) or utility platform(s) or flat roof(s) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any) shall be enclosed or obstructed which in any way shall contravene the Buildings Ordinance, 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(s) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any) or any part thereof shall ensure that access to the balcony(ies) or utility platform(s) or flat roof(s) (including

swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any) 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) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (if any).

9. Owners who have a common fencewall adjoining the flat roofs 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 balcony(ies) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (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) (if any) or utility platform(s) (if any) or flat roof(s) (if any) (including swimming pool(s) thereof (if any) or jacuzzi(s) thereof (if any)) or flat roof(s) for swimming pool filtration system (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 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. Owners who have the swimming pool and/or the jacuzzi in their respective Residential Units shall maintain the swimming pool and/or the jacuzzi 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 swimming pool and/or the jacuzzi or any portion thereof, is damaged or injured, the Owners of the swimming pool and/or the jacuzzi shall at his own costs and expenses carry out all necessary works to repair and maintain the swimming pool and/or the jacuzzi 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 swimming pool and/or the jacuzzi shall not use the swimming pool and/or the jacuzzi 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 swimming pool and/or the jacuzzi 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 swimming pool and/or the jacuzzi so as to cause contamination or pollution to the water of the swimming pool and/or the jacuzzi of the adjoining Residential Unit or as to be likely to cause leakage of water of the swimming pool and/or the jacuzzi.
15. The Owner of each Open Kitchen Unit shall:
 - (a) observe and comply with, and shall procure and cause his tenants, licensees and/or occupants to observe and comply with, the Fire Safety Management Plan (in particular, without limitation, the provisions set out in the Second Schedule hereto) and any supplement, guideline or direction that may be issued or given by the Manager from time to time relating to the Fire Safety Management Plan or its implementation. In particular, the Owner of each Open Kitchen Unit shall not alter, remove or obstruct any of the Fire Service Installations for Open Kitchen Units and/or fire-rated wall(s) without the approval of the Buildings Department, Fire

Services Department and/or any relevant Governmental authorities and the prior written approval of the Manager, and shall display at all times the fire-safety signage(s) provided within his Open Kitchen Unit;

- (b) allow and shall procure and cause his tenants, licensees and/or occupants to allow the Manager and/or any registered fire services installation contractor(s) appointed by the Manager to have access to and enter such Owner's Open Kitchen Unit, at all reasonable times subject to reasonable prior written notice (except in the case of emergency), to carry out inspection of and (if required) carry out testing, replacement, maintenance and/or reinstatement works to the Fire Service Installations for Open Kitchen Units in the Open Kitchen Unit Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Owners of the Open Kitchen Units and shall make good any damage caused thereby and shall be liable for negligence or dishonesty or wilful or criminal acts of the Manager, his staff, agents and contractors (including but not limited to making good the damage caused by such acts at his own costs and expense). Inspections of the Fire Service Installations for Open Kitchen Units shall be carried out at least once a year, provided that if the Manager and/or the relevant Government authorities deem(s) necessary in its/her/their discretion, more frequent inspections may be carried out, all maintenance, inspection, testing and commissioning and certification by registered fire services installation contractor(s) shall be at the cost of the Owner concerned. If it transpires or if it is found that any Owner of an Open Kitchen Unit has altered, removed, tampered with or obstructed, or is altering, removing, tampering with or obstructing, or has failed or fails to properly maintain, or otherwise perform any obligations of such Owner in relation to, any of the Fire Service Installations for Open Kitchen Units, the Manager together with a registered fire service installation contractor(s) appointed by the Manager shall be entitled to enter the Open Kitchen Unit to carry out inspection, testing, replacement, maintenance and/or reinstatement works and, in such a case, such Owner of the Open Kitchen Unit shall pay, and indemnify the Manager from and against, all the costs and expenses incurred in connection with any inspection, testing, replacement, maintenance and/or reinstatement work; and
- (c) (without prejudice and in addition to the aforesaid) each Owner of an Open Kitchen Unit hereby, acknowledges the rights of the Manager under the Fire Safety Management Plan, whether in relation to the Fire Service Installations for Open Kitchen Units in such Owner's Open Kitchen Unit or in any other Open Kitchen Units or in any part of the Mid-rise Building Common Areas or Mid-rise Building

Common Facilities, and no Owner of any Open Kitchen Unit shall do, permit or suffer anything to be done whereby the Manager may be obstructed, hampered or delayed in complying with the Manager's obligations under the Fire Safety Management Plan.

- (d) If any act done or omission by the Owner of an Open Kitchen Unit, all and any person(s) occupying, with such Owner's consent, express or implied, the Open Kitchen Unit owned by him and/or the agent(s), contractor(s) and worker(s) appointed by such Owner or such person(s) affects or damages the Fire Service Installations for Open Kitchen Units installed for his own Open Kitchen Unit, which in turn results in any loss, damage or interference to any fire safety system, service and/or facilities intended for the communal use and benefit of the Mid-rise Buildings, the Owner shall be responsible for such loss, damage or interference caused thereby and shall pay all costs, charges and expenses incurred in repairing or making good any such loss, damage or interference caused thereby.

SECTION VI
MANAGEMENT EXPENSES AND POWERS OF MANAGER

1.
 - (a) Discovery Bay Services Management Limited shall be appointed as Manager of the City, the Village and the said Portion in accordance with the Principal Deed, the Sub-Deed and this Sub-Sub-Deed and each Owner hereby appoints the Manager irrevocably as attorney to enforce the provisions of this Sub-Sub-Deed and each Owner hereby covenants not to enforce the terms of this Sub-Sub-Deed 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 and Section VII of the Sub-Deed shall apply to the management of the Village and the said Portion.
 - (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 and the said Portion 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 the Mid-rise Buildings which form part of the Mid-rise Building 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. For the purpose of determining the contributions to be made by each Owner of a Residential Unit to the Management Expenses of the City and to the Management Expenses of the Village and to the Management Expenses of the said Portion and the Mid-rise Buildings (including but not limited to Mid-rise Building Common Areas 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.
- 4. The Manager shall prepare :-
 - (a) annual budget(s) showing the estimated net expenditure in respect of the said Portion and the Mid-rise Buildings which 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 and the Mid-rise Building Common Facilities;
 - (b) an annual budget showing the estimated net expenditure in respect of the City and the Village together with the amount to be apportioned to the said Portion and the Mid-rise Buildings in accordance with the provisions of Subsection D of Section IV of the Principal Deed and Clause 4(a)(i) of Section VII of the Sub-Deed respectively.

5. Each Owner shall contribute towards estimated expenditures prepared under Clause 4 of Section VI of this Sub-Sub-Deed in accordance with the following principle:

Each Owner shall contribute to the amount assessed under the annual budget prepared under Clause 4(a) and the annual budget prepared under Clause 4(b) in the proportion which the number of the 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 said Portion;

The sum payable shall be recalculated regularly as provided in this Sub-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, the said Portion 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-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-Sub-Deed as to management and maintenance of the said Portion. 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 said Portion 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 said Portion and shall be borne by the Owners according to the number of Management Units allocated to the part or parts of the said Portion owned by them respectively.
7. Where there is any expenditure which relates to the said Portion as well as to the other village(s) adjacent to the said Portion ("Other Portion(s)") in relation to service(s) to the said Portion as well as to the Other Portion(s), the Manager shall allocate such expenditure as

between the Management Expenses of the said Portion and the Management Expenses of the Other Portion(s) in proportion to the number of Management Units allocated to the said Portion and the Other Portion(s) respectively. The Owners shall pay a due proportion of the expenditure allocated to the Management Expenses of the said Portion pursuant to this clause according to the number of Management Units allocated to the part or parts of the said Portion 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. Except where the Registered Owner has made payments in accordance with Clause 17 of Section VI of this Sub-Sub-Deed, upon the assignment of the Residential Unit from the Registered Owner,
 - (a) Each first Owner 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 in respect of each Residential Unit of which he is the Owner upon completion of the sale and purchase of such Residential Unit. 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 Residential Units is required to pay an Improvement Fund for Residential Units, which is non-refundable and non-transferable, in respect of each Residential Unit of which he is the Owner equivalent to nine-tenth (9/10) month's management fee upon completion of the sale and purchase of the Residential Unit.

10. Except where the Registered Owner has made payments in accordance with Clause 17 of Section VI of this Sub-Sub-Deed, on completion of the sale and purchase of a Residential Unit, each first Owner of Residential Units shall (i) deposit and maintain with the Manager a sum equivalent to three (3) months' contributions by him under this Sub-Sub-Deed as security against his liabilities under this Sub-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-Sub-Deed as payment in advance of the first two (2) months' contribution and such sum shall only be transferable but not refundable.
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-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 VI of this Sub-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 VI of this Sub-Sub-Deed to a sum equivalent to three (3) months' contributions by him.
12. Without prejudice to the generality of Section IV of the Principal Deed and Clause 11 of Section VII of the Sub-Deed and Clause 11 of Section VI of this Sub-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 the Sub-Deed and/or this Sub-Sub-Deed committed by his predecessor-in-title in respect of his Residential Unit 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.
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-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, the Sub-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-Sub-Deed, the Manager shall have the authority to give or withhold its written consent to anything which requires its written consent pursuant to this Sub-Sub-Deed or any relevant sub-sub-sub-deed of mutual covenant provided that the Manager shall act reasonably in giving or withholding such written consent and in imposing conditions or additional conditions relating thereto and the giving or withholding by the Manager of such consent shall be final and conclusive and binding on the Owners and where any consent is required from the Manager by an Owner, the Manager shall be entitled to charge a reasonable administrative fee for granting such consent and any fee received for granting the consent shall be paid into the Reserve Fund .
15. The Manager shall have the power to make Village Rules (Poggibonsi) before the formation of the Owners' committee of the said Portion for the purpose of regulating the use, operation and maintenance of the Mid-rise Building Common Areas and the Mid-rise Building 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 (Poggibonsi). Provided that notwithstanding anything contained in the Principal Deed, the Sub-Deed or in this Clause, the Manager shall not revoke or amend the Village Rules (Poggibonsi) except with the prior approval of the Owners' Committee of the said Portion (if formed). The Village Rules (Poggibonsi) and any amendments thereto must not be inconsistent with or contravene the Principal Deed, the Sub-Deed, this Sub-Sub-Deed, the City Rules, the Village 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-Sub-Deed, the Registered Owner shall only be obliged to contribute to the Reserve Fund, the Improvement Fund, the debris removal fee and the various deposits and advance payments provided under Clauses 9 and 10 of Section VI of this Sub-Sub-Deed in respect of any Residential Unit which remain(s) unsold after a period of three (3) months from the date of this Sub-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 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.
18. The management expenditure which is to be expended by the Manager for effecting any improvement to Mid-rise Building Common Areas and Mid-rise Building Common Facilities shall not exceed ten per cent (10%) of the current annual management budget in respect of the said Portion, save with the prior approval by a resolution of the Owners in a meeting of the Owners convened under this Sub-Sub-Deed.
19. 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 the Mid-rise Building Common Areas as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the said Portion. 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 said Portion.
20. The Manager shall have power to provide or procure to provide value-added services, such as, hire car service, organizing festive events, lending first-aid kits and other tools and keeping of parcels at its discretion to the Owners and/or occupiers for the time being of the said Portion and the expenses will form part of the Management Expenses of the said Portion.
21. If the Manager shall in its discretion deem fit, it may operate or contract for the operation of shuttle bus services to and from Discovery Bay and/or limousine service within Discovery

Bay for the use and benefit of the Owners and occupiers for the time being of the said Portion during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the shuttle bus services such fares as the Manager may think reasonable. The costs and expenses incurred hereunder will form part of the Management Expenses of the said Portion and any fares collected hereunder shall be credited to the Management Funds of the said Portion.

22. Without prejudice to the Manager's obligations under this Sub-Sub-Deed, the Manager may appoint or employ agents, contractors or sub-managers which may include professional property management companies to carry out various aspects of the management works or management works in respect of certain area(s) of the said Portion provided that the Manager shall not transfer or assign his duties or obligations under these presents to any of those persons and such persons shall remain responsible to the Manager and that the Manager shall at all times be responsible for the management and control of the said Portion.
23. Without prejudice to the powers and rights of the Manager as provided in Section IV of the Principal Deed:-
 - (a) the artificial lighting and backup emergency system provided at the escape staircases of the Mid-rise Buildings shall be maintained by the Manager at a regular interval; and
 - (b) the Manager shall fully recognize the established fire safety strategy and shall implement the management procedures as stipulated in the Fire Safety Management Plan.

SECTION VII

A. MEETINGS OF THE OWNERS

1. The Owners 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-Sub-Deed, whichever shall be the later, meet for the purpose of electing a Chairman and a Vice-Chairman and not less than two (2) but not more than three (3) members to the Owners' Committee of the said Portion for a term of two (2) years and transacting business to be tabled at the meeting.
2. A biennial general meeting shall be convened by the Manager or the Owners' Committee of the said Portion and shall be held once in every two (2) calendar years and the Owners shall meet in such biennial general meeting for the purpose of electing such officers and members to the Owners' Committee of the said Portion and transacting any other business relating to the said Portion of which due notice is given in the notice convening the meeting.
3. A meeting of the Owners, other than the biennial general meeting of the Owners, may be convened at any time by the Manager or the Owners' Committee of the said Portion 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 said Portion 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 Owner's Committee of the said Portion or for election of new Chairman or Vice-Chairman of the Owner's Committee of the said Portion, after the current Chairman or Vice-Chairman ceases to hold office under Clause 13 of Part B of this Section VII, shall only be convened by the Owner's Committee of the said Portion 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 said Portion.
4. Undivided Shares allocated to Mid-rise Building Common Areas and Mid-rise Building 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.

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 shall be entitled to notice of meetings of the Owners 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 said Portion held by the Registered Owner.
7. A meeting of the Owners shall be presided over by the Chairman of the Owners' Committee of the said Portion. 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 presiding over 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 Owners shall be a quorum. For the purposes of this clause, the reference to "10% of the Owners" shall (a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the said Portion is divided; and (b) not be construed as the Owners of 10% of the Undivided Shares of the said Portion in aggregate.
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 said Portion owned by him shall have one vote for every Undivided Share of the said Portion held

by him. Votes may be given either personally or by proxy or by a duly authorised representative of the Owner.

11. If an Undivided Share of the said Portion is owned by two (2) or more persons, any vote in respect of that Undivided Share of the said Portion 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 Owners' Committee of the said Portion or, if the meeting is convened by the Manager or 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 said Portion under Clause 3 of this Section, with 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.

15. All resolutions passed at a meeting duly convened and held shall be binding on all Owners insofar as the said Portion is concerned but such resolutions shall not be binding on the Manager or conflict with the provisions of this Sub-Sub-Deed, the Sub-Deed, the Principal Deed, the Conditions, the City Rules, the Village Rules, the Village Rules (Poggibonsi), any decision of the City Owners' Committee, the Village Owners' Committee or the meetings of the Owners of the Village.
16. The purpose of such meetings, in addition to the election of officers and members of the Owners' Committee of the said Portion as aforesaid, shall be to discuss matters relating to the said Portion. Prior to the formation of the Owners' Corporation, the Owners 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. The Owners agree that the meeting of the Owners shall be the proper forum to discuss any matters which relate exclusively to the said Portion and the Owners shall not raise any such matters in the meeting of the Owners of the Village for discussion or propose any resolution which relate exclusively to the said Portion to be passed in the meeting of the Owners of the Village.
17. The procedure at a meeting of the Owners shall be as is determined by the Owners.
18. The Chairman, the Vice-Chairman and any other officer of the Owners' Committee of the said Portion 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 Owners' Committee of the said Portion offers himself for election as the Chairman of the Owners' Committee of the said Portion, 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 of the said Portion after the current Chairman or Vice-Chairman ceases to hold office under Clause 13 of Part B of this Section VII. 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.

19. The Chairman and the Vice-Chairman of the Owners' Committee of the said Portion shall represent the said Portion in the Village Owners' Committee. The Owners may elect another member of the Owners' Committee of the said Portion (other than the Chairman and the Vice-Chairman) to be the member of the Village Owners' Committee.

B. MEETINGS OF THE OWNERS' COMMITTEE OF THE SAID PORTION

1. The Chairman, Vice-Chairman and members of the Owners' Committee of the said Portion (hereinafter referred to as "the Committee") elected in accordance with the provisions of Subsection A of Section VII of this Sub-Sub-Deed and the Manager or its representative shall be the Owners' Committee of the said Portion, 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 Owners' Committee of the said Portion, 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. Such notice may be given by delivering it personally to the member of the Committee; or by sending it by post to the member of the Committee 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.
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 two (2) 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 VII of this Sub-Sub-Deed.
6. A meeting of the Committee shall be presided over by the Chairman of the Committee, or in the absence of the Chairman, a member of the Committee appointed as chairman for that meeting.

7. No business shall be transacted at any time unless a quorum is present when the meeting proceeds to business. The quorum at a meeting of the Committee shall be 50% of the members of the Committee (including Chairman and Vice Chairman) (rounded up to the nearest whole number) or three (3) such members, whichever is the greater..
8. 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. If there is an equality of votes, the chairman shall have, in addition to a deliberative vote, a casting vote.
9. All resolutions passed at a meeting of the Committee duly convened and held shall be binding on all Owners insofar as the said Portion is concerned but such resolution shall not be binding on the Manager or conflict with the provisions of the Conditions, the Principal Deed, the Sub-Deed, this Sub-Sub-Deed, the City Rules, the Village Rules, the Village Rules (Poggibonsi) (unless the resolutions concerned are to revoke or amend the Village Rules (Poggibonsi) pursuant to Clause 15 of Section VI of this Sub-Sub-Deed), any decision of the City Owners' Committee, the Village Owners' Committee or the meetings of the Owners of the Village.
10. The purpose of a meeting of the Committee shall be to discuss matters relating to the said Portion, 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 convened in the manner set out in Clause 3 of Subsection A of Section VII, although such person may offer himself for re-election in accordance with Clause 18 of Subsection A of Section VII of this Sub-Sub-Deed), to give directions and advice to the Chairman or Vice-Chairman on any issue before or expected to come before the Village Owners' Committee, to make suggestions for the amendment, deletion or addition to the Village Rules (Poggibonsi) and to decide on and undertake such duties as the Manager may delegate to the Committee. The Owners

agree that the Committee shall be the proper forum to discuss any matters which relate exclusively to the said Portion and the Owners shall not raise any such matters in the Village Owners' Committee for discussion or propose any resolution which relate exclusively to the said Portion to be passed in the Village Owners' Committee.

11. The procedure at meetings of the Committee shall be as is determined by the Committee.
12. 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.
13. 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.

SECTION VIII
MISCELLANEOUS

1. The provisions of Schedule 7 to the Building Management Ordinance (Cap.344) shall be incorporated into and form part of this Sub-Sub-Deed. 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 free of charge during the normal office hours of the Manager's office. 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.
2.
 - (a) A set of the plans showing Village Common Areas and Mid-rise Building Common Areas certified by the Authorised Person as such is annexed hereto with Village Common Areas and Mid-rise Building Common Areas shown and coloured green and indigo 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 said Portion free of charge during the normal office hours of the Manager.
3. The locations of the balconies, utility platforms and wider common corridors and lift lobbies forming the Green and Innovative Features of the said Portion are shown on the building plans approved by the Building Authority and (where possible and for the purpose of identification only) the plans certified as to their accuracy by or on behalf of the Authorised Person annexed hereto.
4. The mutual covenants herein contained are intended to be annexed to and shall run with the land and each and every Undivided Share therein and shall be enforceable by and against the Owners for the time being of such Undivided Shares both as to the benefit and burden of such covenants, and any Ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or buildings shall apply to this Sub-Sub-Deed Provided however that no person shall be liable for any of the covenants or provisions of this Sub-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.

5. The Registered Owner shall at its own cost provide a direct translation in Chinese of this Sub-Sub-Deed. The Registered Owner shall deposit a copy of this Sub-Sub-Deed and the Chinese translation in the management office in the Village within one (1) month after the execution hereof for inspection by the Owners 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.
6. The Registered Owner shall, within one (1) month after the execution hereof, cause to be deposited a full copy of the Fire Safety Management Plan in the management office in the Village for inspection by the Owners free of charge. A copy of the Fire Safety Management Plan 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.
6. 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-Sub-Deed, failing which the address of his Residential Unit shall be deemed to be his address for service.
7. This Sub-Sub-Deed shall not conflict with the provisions of the Principal Deed and the Sub-Deed. In the event of any conflict between the provisions of the Principal Deed and the Sub-Deed and the provisions of this Sub-Sub-Deed, the provisions of the Principal Deed and the Sub-Deed shall prevail.

IN WITNESS whereof the Registered Owner, the Manager and the First Purchaser have duly executed and delivered this Sub-Sub-Deed as a deed the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

	<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>
(A)	Residential Units	Undivided Shares of the Residential Units	Management Units of the Residential Units

Mid-rise Buildings

Block 5

Floor	Flat		
1/F	A *#®	11/250,000 th shares	11 Management Units
	D *#	7/250,000 th shares	7 Management Units
	E *#	8/250,000 th shares	8 Management Units
2/F	A *#	11/250,000 th shares	11 Management Units
	D *#	8/250,000 th shares	8 Management Units
	E *#	8/250,000 th shares	8 Management Units
3/F, 5/F – 12/F, 15/F – 17/F (12 storeys)	A *#	11/250,000 th shares	11 Management Units
	B *#	6/250,000 th shares	6 Management Units
	C *#	6/250,000 th shares	6 Management Units
	D *#	7/250,000 th shares	7 Management Units
	E *#	8/250,000 th shares	8 Management Units
18/F (Simplex)	A *#®	15/250,000 th shares	15 Management Units
	B *#®▲	16/250,000 th shares	16 Management Units
Sub-Total:		540/250,000 th shares	540 Management Units

Block 6

Floor	Flat		
1/F	A *#®	11/250,000 th shares	11 Management Units
	B *#	9/250,000 th shares	9 Management Units
	C *#®	8/250,000 th shares	8 Management Units
	D *	4/250,000 th shares	4 Management Units

	E	*®	8/250,000 th shares	8 Management Units
	F	*®	4/250,000 th shares	4 Management Units
2/F, 3/F, 5/F – 12/F, 15/F (11 storeys)	A	*#	11/250,000 th shares	11 Management Units
	B	*#	9/250,000 th shares	9 Management Units
	C	*#	8/250,000 th shares	8 Management Units
	D	*	4/250,000 th shares	4 Management Units
	E	*	8/250,000 th shares	8 Management Units
	F	*	4/250,000 th shares	4 Management Units
16/F	A	*#	11/250,000 th shares	11 Management Units
	B	*#	9/250,000 th shares	9 Management Units
	C	*#	8/250,000 th shares	8 Management Units
	D	*	12/250,000 th shares	12 Management Units
	F	*	4/250,000 th shares	4 Management Units
17/F	A	*#	11/250,000 th shares	11 Management Units
	B	*#	9/250,000 th shares	9 Management Units
	C	*#	8/250,000 th shares	8 Management Units
	D	*	12/250,000 th shares	12 Management Units
	F	*	4/250,000 th shares	4 Management Units
18/F (Simplex)	A	*#®▲	20/250,000 th shares	20 Management Units
	B	*®	19/250,000 th shares	19 Management Units
Sub-Total:			655/250,000 th shares	655 Management Units

Block 8

Floor	Flat			
1/F	A	*#	13/250,000 th shares	13 Management Units
	B	*#	15/250,000 th shares	15 Management Units
	C	*	9/250,000 th shares	9 Management Units
2/F , 3/F, 5/F – 10/F (8 storeys)	A	*#	13/250,000 th shares	13 Management Units
	B	*#	15/250,000 th shares	15 Management Units
	C	*	9/250,000 th shares	9 Management Units

11/F, 12/F, 15/F – 17/F (5 storeys)	A	*#	13/250,000 th shares	13 Management Units
	B	*#	15/250,000 th shares	15 Management Units
	C	*	9/250,000 th shares	9 Management Units
18/F (Simplex)	A	*#®	15/250,000 th shares	15 Management Units
	B	*#®▲	17/250,000 th shares	17 Management Units
Sub-Total:			550/250,000 th shares	550 Management Units
(B)	Village Retained Areas		51/250,000 th shares	51 Management Units

Summary

Mid-rise Buildings	1,745/250,000 th shares	1,745 Management Units
Village Retained Areas	51/250,000 th shares	51 Management Units
Total:	1,796/250,000 th shares	1,796 Management Units

Notes :

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

(2) “®” means including the flat roof thereof

“▲” means including the flat roof for filtration plant thereof

“*” means including the balcony thereof

“#” means including the utility platform thereof

THE SECOND SCHEDULE ABOVE REFERRED TO

The Fire Safety Management Plan includes, without limitation, the following requirements as at the date of this Sub-Sub-Deed:

1. The fire safety provisions (including sprinkler heads, smoke detectors and full height walls) shall not be removed or tampered. Permanent notice will also be provided at the Mid-rise Building Common Areas (such as in lift lobbies and on notice board) to remind occupants not to remove or tamper any fire safety provisions.
2. The corresponding responsibilities on the maintenance, testing and commissioning of the above-mentioned fire safety provisions among the property management office, the property management staff and the Owner / tenant / occupant of the Open Kitchen Unit to facilitate the legal execution of the related conditions / requirements.
3. Courses of action(s) to be undertaken by property management office for preventing the Owner / tenant / occupant of the Open Kitchen Unit from illegal alteration of the fire safety provisions.
4. Registered Fire Service Installation Contractor ("RFSIC") shall be responsible for the maintenance and inspection work of the fire safety provisions with appropriate maintenance procedures, and issuance of relevant maintenance certificate (F.S. 251) to prove their function.
5. Staff training including the course of actions to be carried out by security officer / security guard, and the training frequency.
6. Fire drill will be carried out annually.
7.
 - (a) Smoke detectors provided inside the Residential Units and at the common lobby outside the Residential Units should not be removed or obstructed.
 - (b) Sprinkler head provided at the ceiling immediately above the open kitchen should not be removed or obstructed.
 - (c) The full height wall having an FRR (Fire Resistance Rating) of not less than -/30/30 adjacent to the exit door of the Residential Unit should not be removed.
 - (d) The fire service installations in (a) and (b) above should be subject to annual inspection conducted by the RFSIC.
8. In case an Open Kitchen Unit is rented out, the relevant Owner shall include a clause in the tenancy agreement concerned to the effect that no alteration of the provisions for the open kitchen that will result in contravention with provisions as approved by the Building Authority for open kitchen is permitted.

SEALED with the Common Seal of
the Registered Owner in the presence of and

SIGNED by

CHUNG Sam Tin Abraham
CHU Wai Ling

director(s)/person(s) duly authorised by
a resolution of its board of directors
whose signature(s) is/are verified by :-

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. [REDACTED] in the presence of :-

TANG FAAT HING

Solicitor, Hong Kong SAR
Messrs. Kao, Lee & Yip

INTERPRETED to the First Purchaser by :-

Choi/Chi Wing, Watson

Clerk to Messrs. Kao, Lee & Yip,
Solicitors, Hong Kong SAR

SEALED with the Common Seal of)

the Manager in the presence of and)

SIGNED by)

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 :-)

A handwritten signature in blue ink is written over a red circular common seal. The seal has a serrated edge and contains text in Chinese characters. A diagonal line is drawn across the seal.

Solicitor, Hong Kong SAR
Messrs. Kao, Lee & Yip

Dated the 1st day of April 2020.

HONG KONG RESORT COMPANY LIMITED

and

YU NG YUK MING THERESA

and

DISCOVERY BAY SERVICES MANAGEMENT
LIMITED

SUB-SUB-DEED OF MUTUAL COVENANT

in respect of

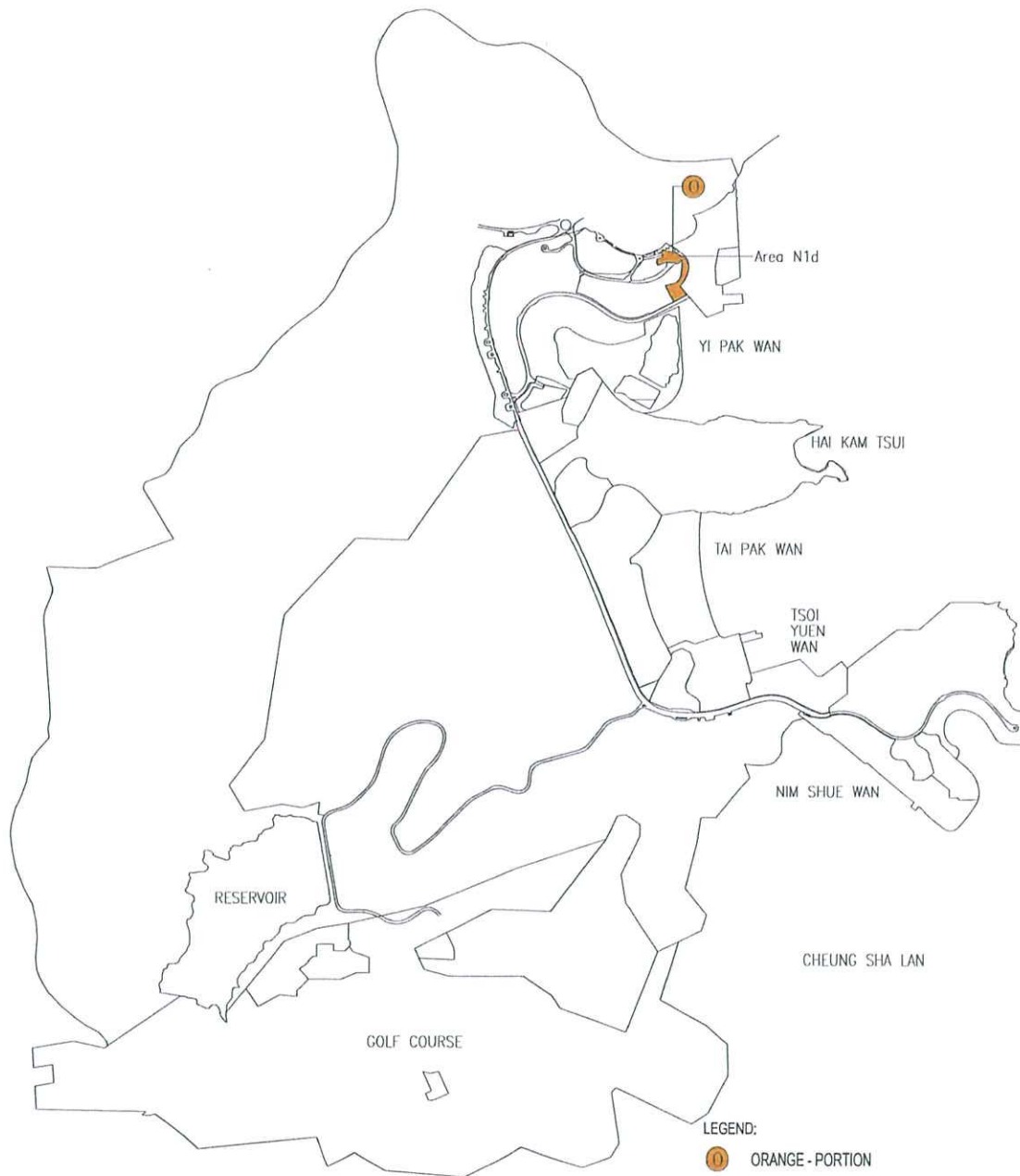
PHASE 16, AREA N1d, THE REMAINING PORTION
OF LOT NO.385 IN DEMARCATION DISTRICT NO.352
AND THE EXTENSIONS THERETO, DISCOVERY
BAY, LANTAU ISLAND, HONG KONG

REGISTERED at the Land Registry by Memorial
No.
on

for Land Registrar

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

Ref : K/LWY/83080/LPK/FHT/cym/cyl (CV)



SITE PLAN

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

PAGE 01/20

NOTES:

1. NOT TO SCALE
2. THIS PLAN IS SUBJECT TO ANY SUBSEQUENT AMENDMENTS WHICH MAY BE APPROVED BY BUILDINGS DEPARTMENT AND / OR THE LANDS DEPARTMENT.
3. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

K

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

SEPTEMBER 05, 2018



VILLAGE COMMON AREAS PLAN

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

PAGE 02/20

LEGEND:

G GREEN - VILLAGE COMMON AREAS

NOTES:

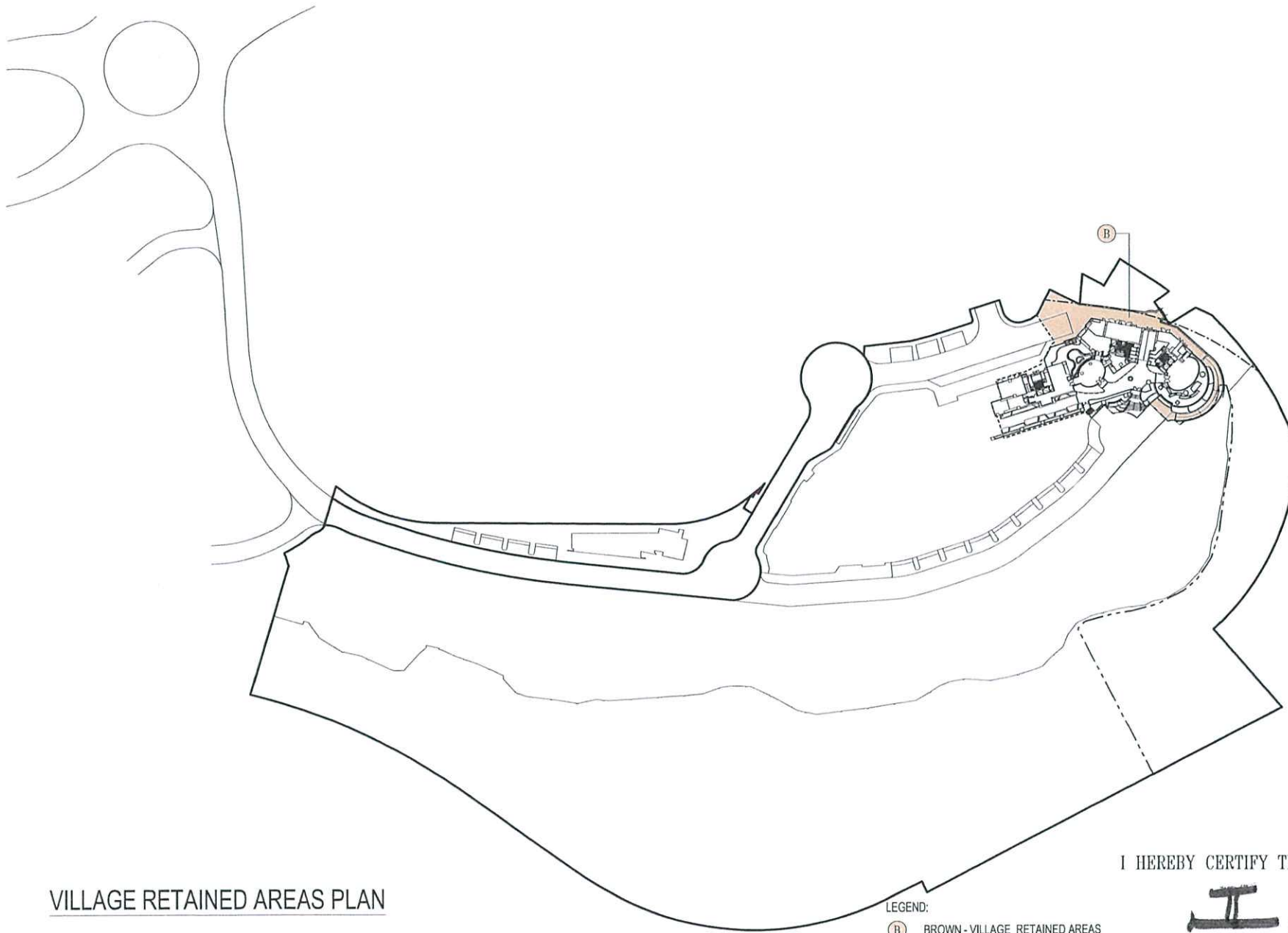
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KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

SEPTEMBER 05, 2018



VILLAGE RETAINED AREAS PLAN

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

(B) BROWN - VILLAGE RETAINED AREAS

NOTES:

1. NOT TO SCALE
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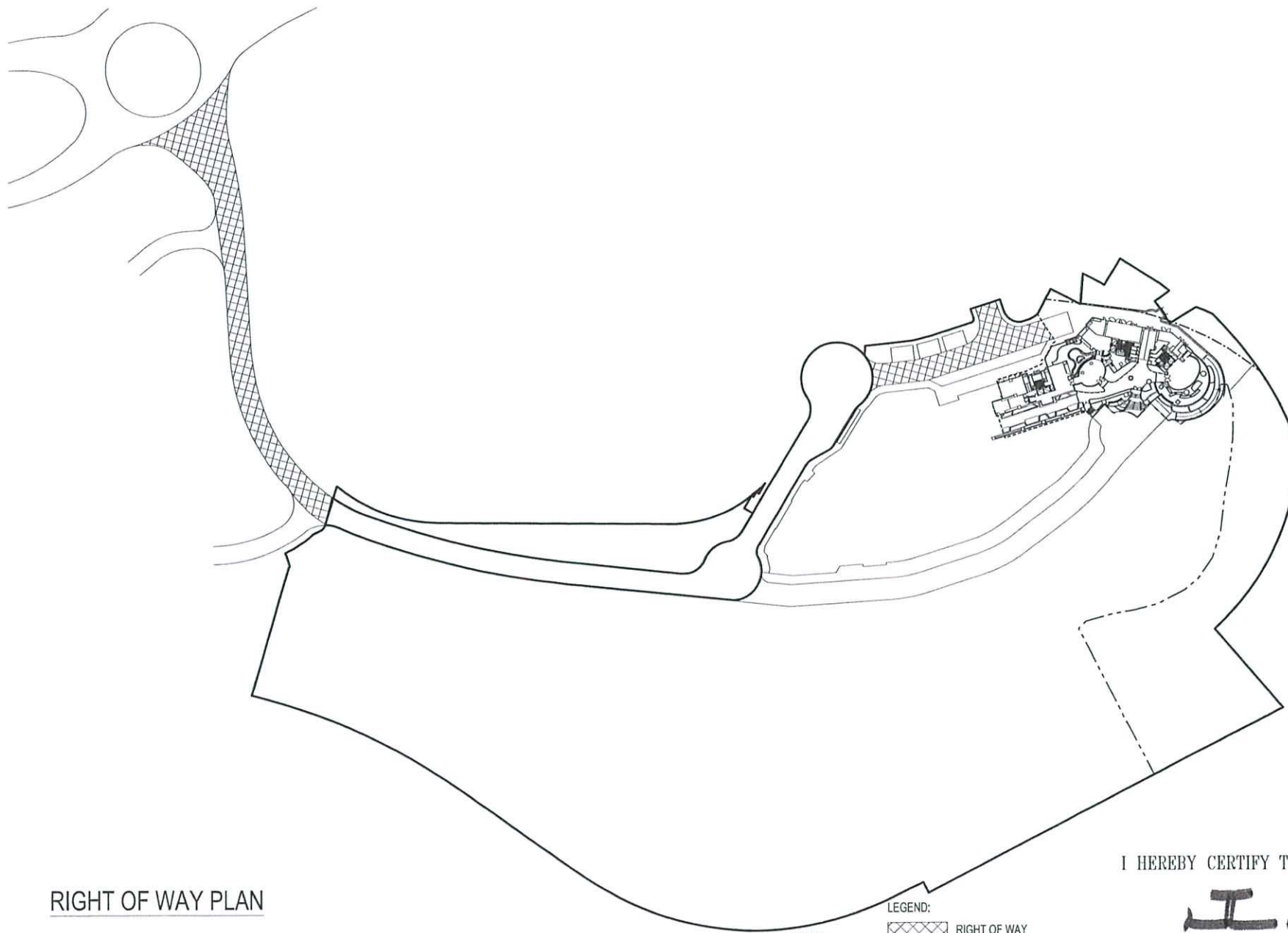
PAGE 03/20

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AUTHORIZED PERSON-ARCHITECT

SEPTEMBER 05, 2018



RIGHT OF WAY PLAN

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

NOTES:

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LEGEND:

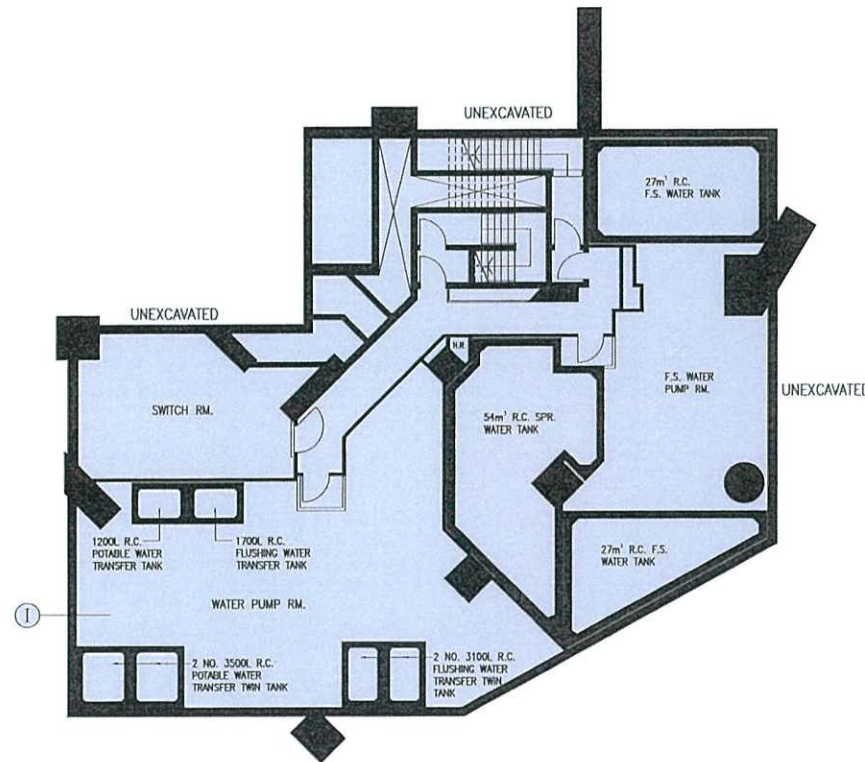
 RIGHT OF WAY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



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

SEPTEMBER 05, 2018



BASEMENT PLAN

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

PAGE 05/20

LEGEND:

① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

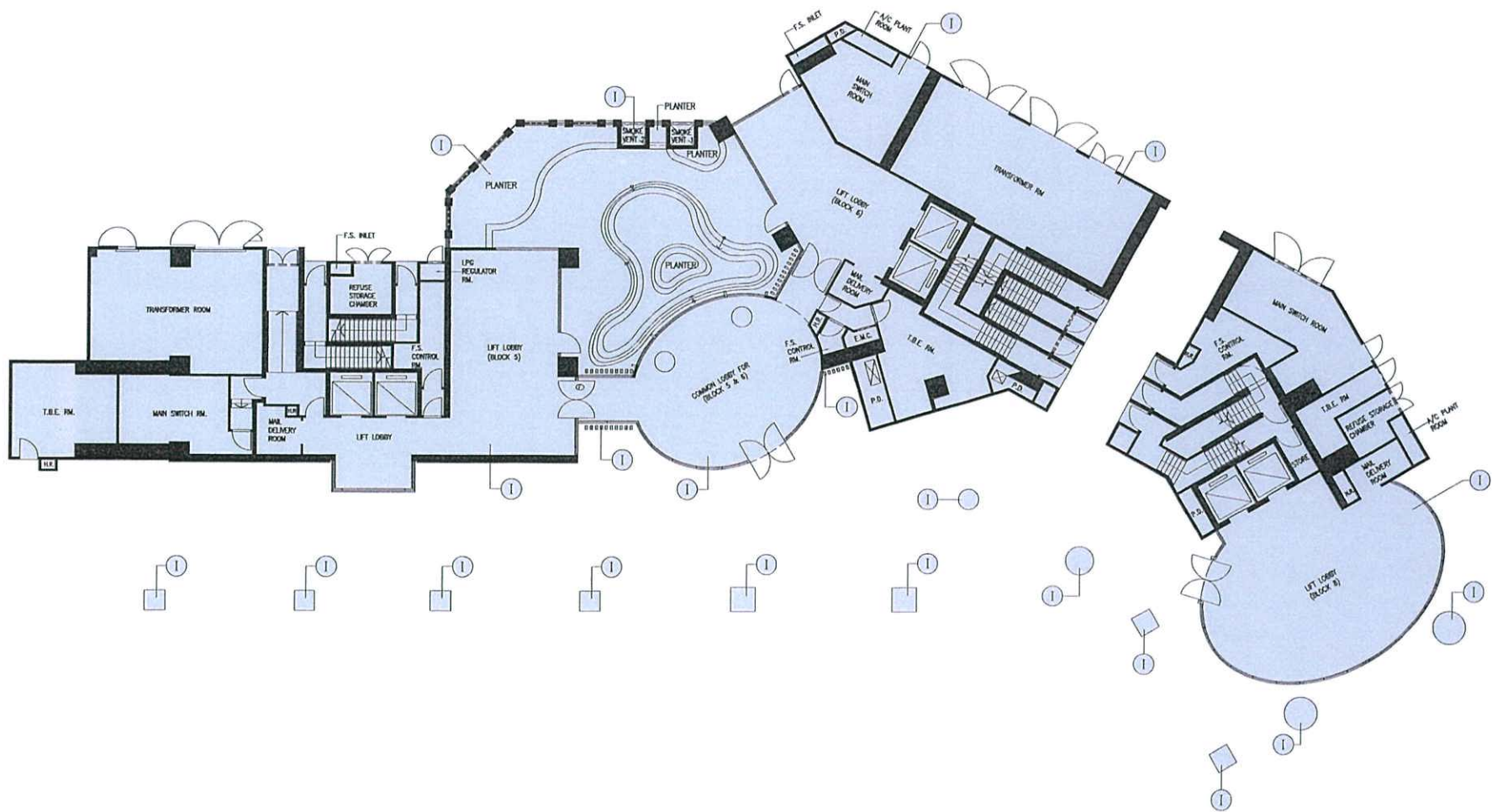
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AUTHORIZED PERSON-ARCHITECT

SEPTEMBER 05, 2018



GROUND FLOOR PLAN (BLOCK 5, 6 & 8)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

PAGE 06/20

LEGEND:

① INDIGO - MID-RISE BUILDING COMMON AREAS

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AUTHORIZED PERSON-ARCHITECT

SEPTEMBER 05, 2018



1ST FLOOR PLAN (BLOCK 5, 6 & 8)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

① INDIGO - MID-RISE BUILDING COMMON AREAS

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AUTHORIZED PERSON-ARCHITECT

OCTOBER 24, 2018



2ND FLOOR PLAN (BLOCK 5, 6 & 8)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

- ① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

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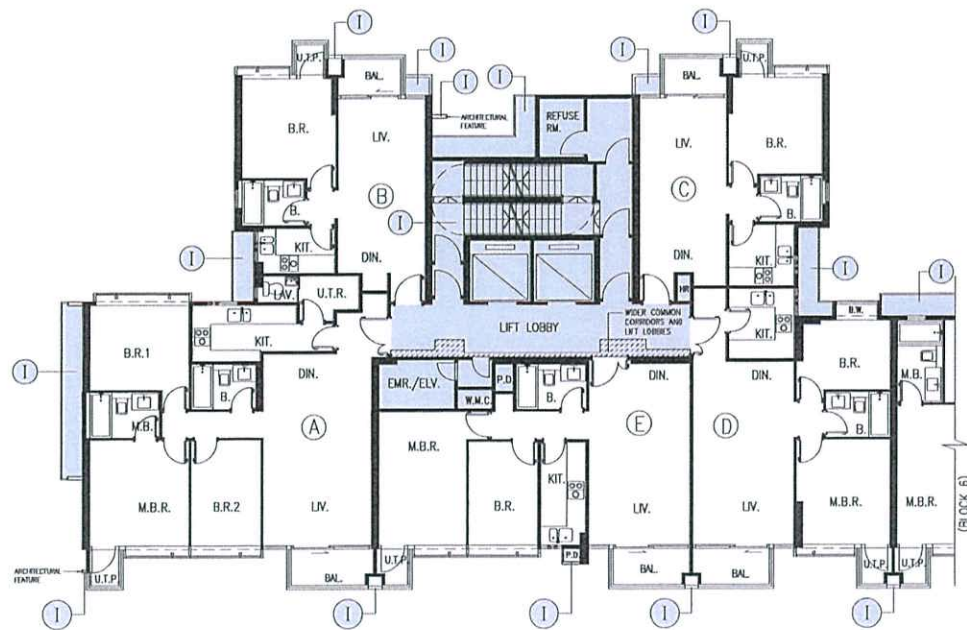
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AUTHORIZED PERSON-ARCHITECT

SEPTEMBER 05, 2018



3RD - 15TH & 17TH FLOOR PLAN (BLOCK 5)

4/F, 13/F & 14/F OMITTED

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

① INDIGO - MID-RISE BUILDING COMMON AREAS

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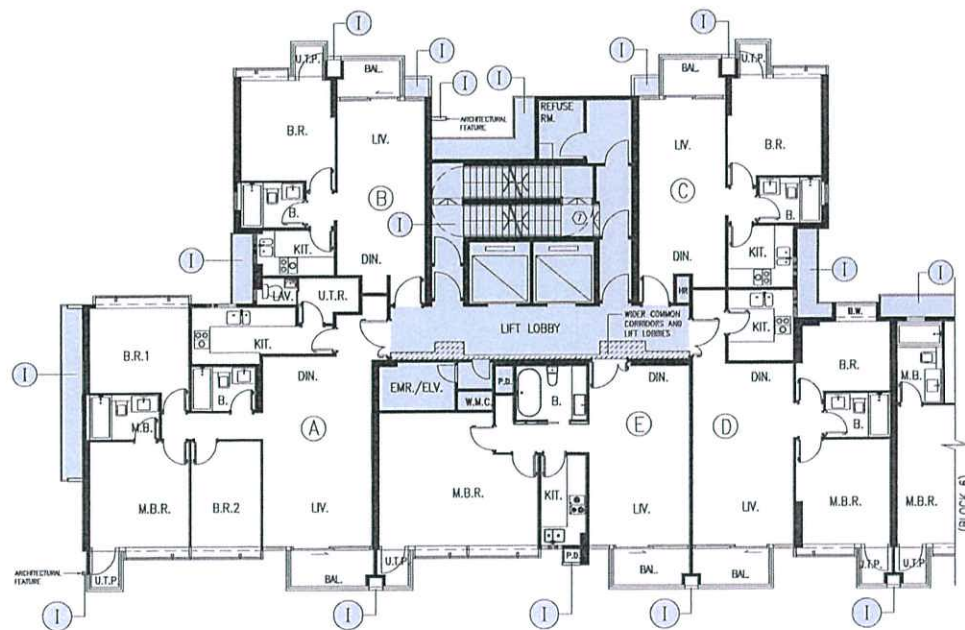
PAGE 09/20

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AUTHORIZED PERSON-ARCHITECT

SEPTEMBER 05, 2018



16TH FLOOR PLAN (BLOCK 5)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

- ① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

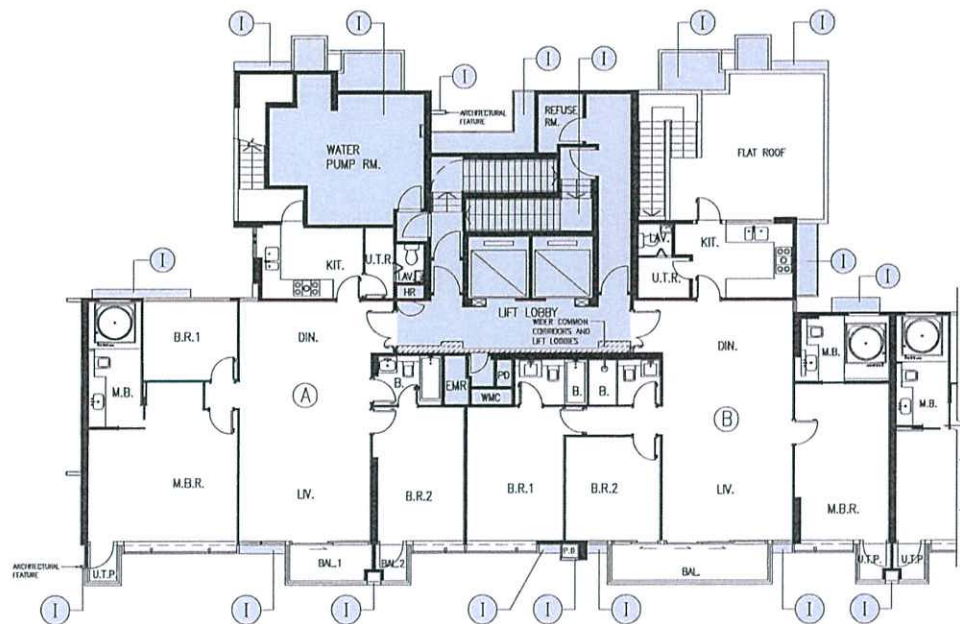
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KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

SEPTEMBER 05, 2018



18TH FLOOR PLAN - SIMPLEX (BLOCK 5)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

(I) INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

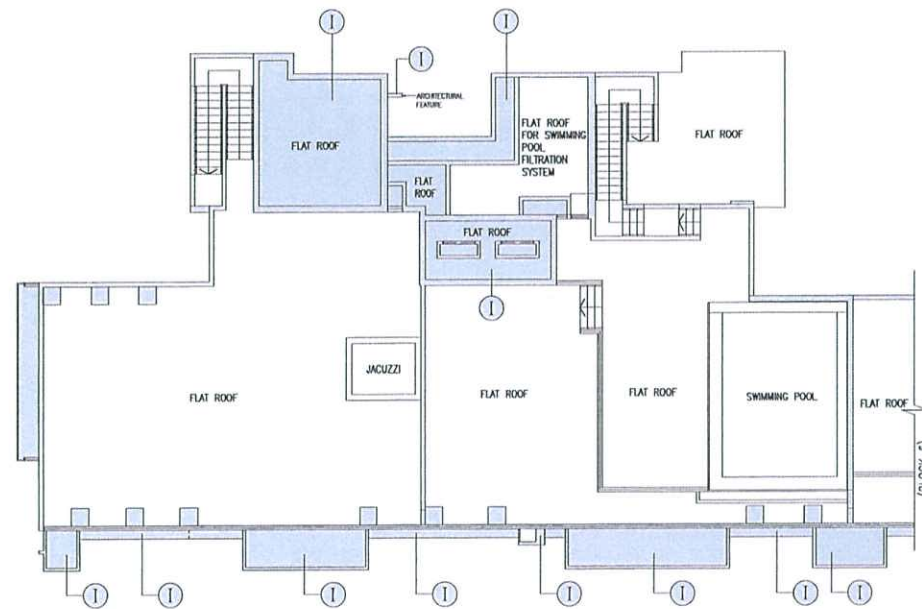
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PAGE 11/20

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

SEPTEMBER 05, 2018



ROOF PLAN (BLOCK 5)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

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PAGE 12/20

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

SEPTEMBER 05, 2018



3RD - 15TH FLOOR PLAN (BLOCK 6)

4/F, 13/F & 14/F OMITTED

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

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I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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

SEPTEMBER 05, 2018



16TH & 17TH FLOOR PLAN (BLOCK 6)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

PAGE 14/20

LEGEND:

(I) INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

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

SEPTEMBER 05, 2018



18TH FLOOR PLAN - SIMPLEX (BLOCK 6)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

PAGE 15/20

LEGEND:

- ① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

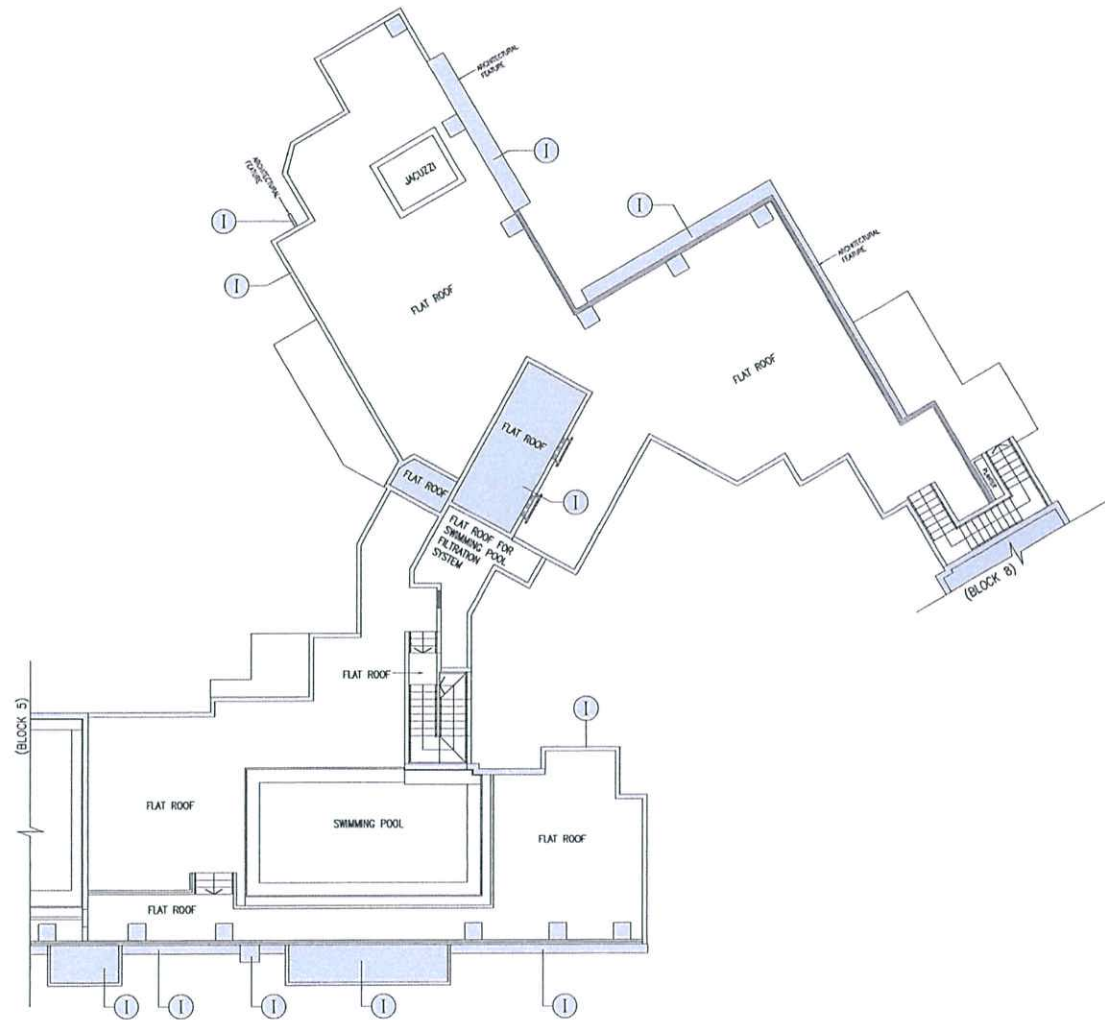
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KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

SEPTEMBER 05, 2018



ROOF PLAN (BLOCK 6)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

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

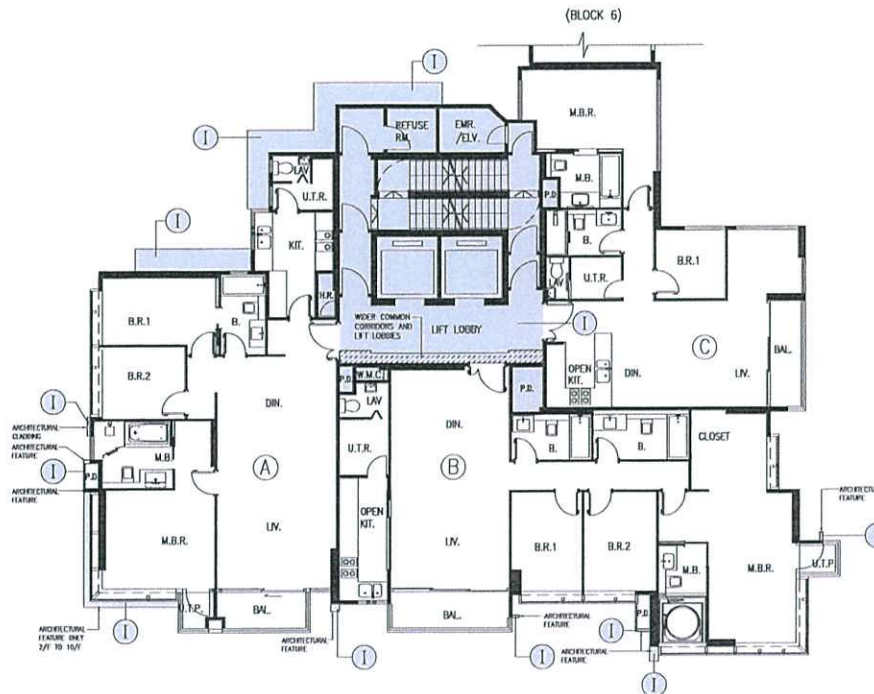
SEPTEMBER 05, 2018

3RD - 15TH & 17TH FLOOR PLAN (BLOCK 8)

4/F, 13/F & 14/F OMITTED

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO



LEGEND:

- ① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

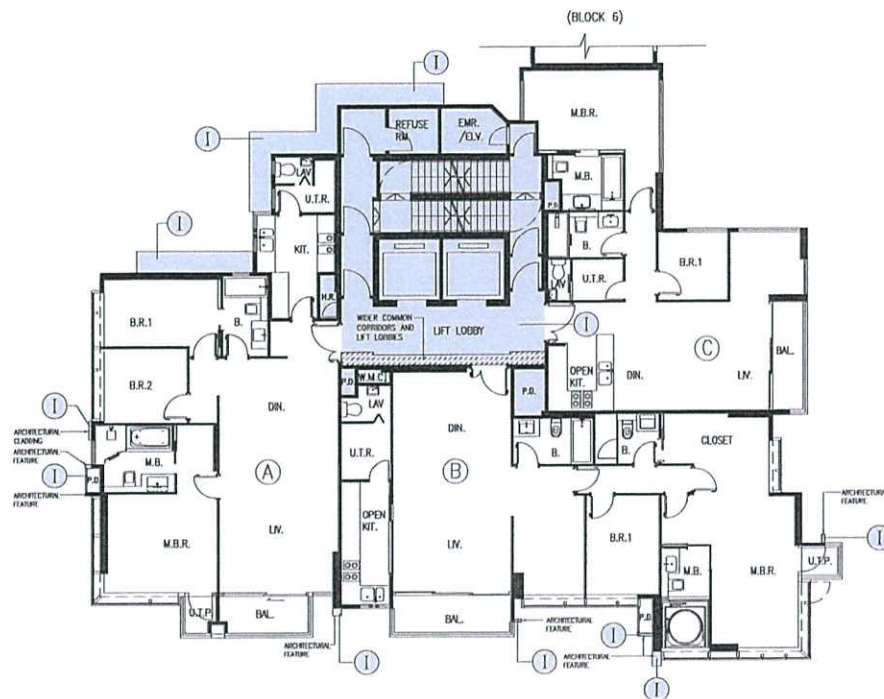
1. NOT TO SCALE
2. THIS PLAN IS SUBJECT TO ANY SUBSEQUENT AMENDMENTS WHICH MAY BE APPROVED BY BUILDINGS DEPARTMENT AND / OR THE LANDS DEPARTMENT.
3. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

K.

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AUTHORIZED PERSON-ARCHITECT

SEPTEMBER 05, 2018



16TH FLOOR PLAN (BLOCK 8)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

- ① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

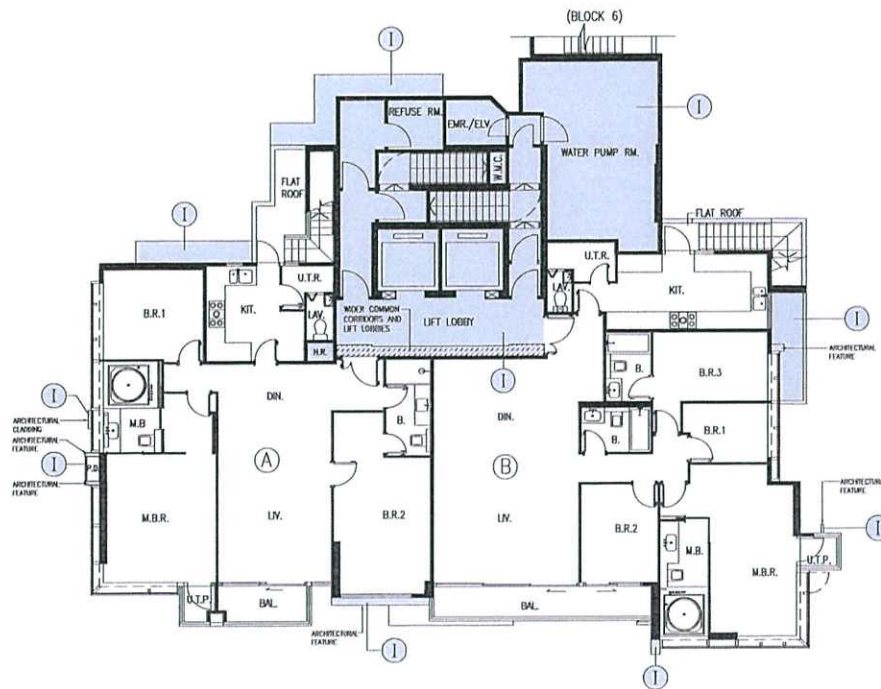
1. NOT TO SCALE
2. THIS PLAN IS SUBJECT TO ANY SUBSEQUENT AMENDMENTS WHICH MAY BE APPROVED BY BUILDINGS DEPARTMENT AND / OR THE LANDS DEPARTMENT.
3. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

K

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AUTHORIZED PERSON-ARCHITECT

SEPTEMBER 05, 2018



18TH FLOOR PLAN - SIMPLEX (BLOCK 8)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

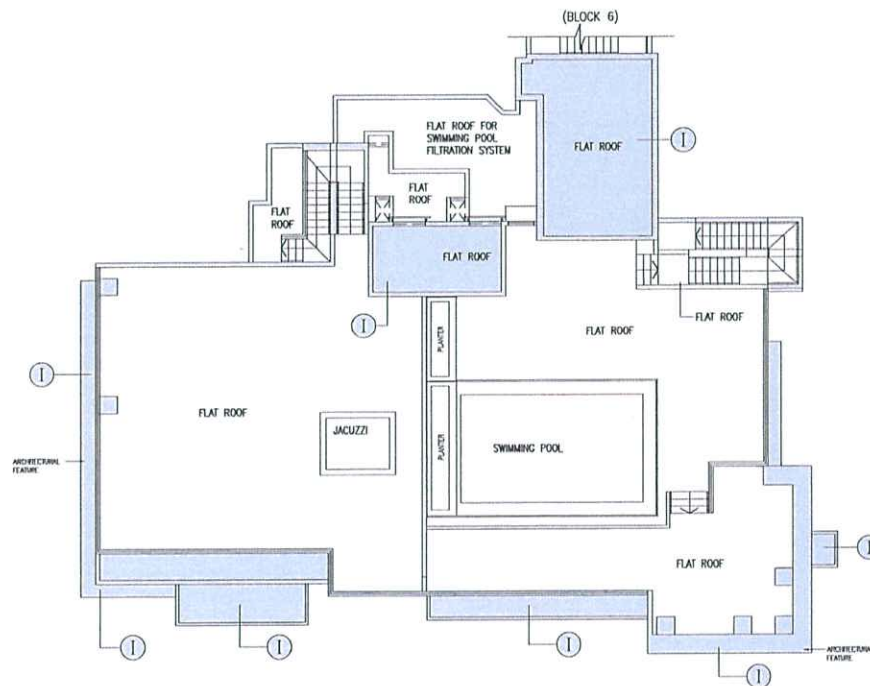
1. NOT TO SCALE
2. THIS PLAN IS SUBJECT TO ANY SUBSEQUENT AMENDMENTS WHICH MAY BE APPROVED BY BUILDINGS DEPARTMENT AND / OR THE LANDS DEPARTMENT.
3. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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

SEPTEMBER 05, 2018



ROOF PLAN (BLOCK 8)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: DISCOVERY BAY NORTH, LANTAU ISLAND, AREA N1d
R.P. OF LOT 385 IN D.D. NO.352 AND THE EXTENSIONS THERETO

LEGEND:

① INDIGO - MID-RISE BUILDING COMMON AREAS

NOTES:

1. NOT TO SCALE
2. THIS PLAN IS SUBJECT TO ANY SUBSEQUENT AMENDMENTS WHICH MAY BE APPROVED BY BUILDINGS DEPARTMENT AND / OR THE LANDS DEPARTMENT.
3. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

PAGE 20/20

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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

SEPTEMBER 05, 2018