

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

依據土地註冊條例在土地註冊處註冊的文書之註冊摘要

註冊摘要編號

Memorial No.:

14091500580228

接獲日期

(日/月/年)

Received On

(DDMM/YYYY):

15/09/2014

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

Property Reference Number (if any) 物業參考編號 (如有的話)

PRN Numbers of all affected units

Address (if applicable; including the address in the Chinese language, if known) 地址 (如適用, 包括所知悉的中文地址)

Positano, 18 Bayside Drive, Area N1e, Discovery Bay City, Lantau Island, New Territories

Undivided Shares (if any) 所佔的不分割份數 (如有的話)

Lot Number(s) 地段編號

THE REMAINING PORTION OF LOT NO.385 IN DEMARCATION DISTRICT NO.352 AND THE EXTENSIONS THERETO

Date of Instrument
文書日期

8

/

9

Month 月

2014

Year 年

Consideration 代價

N/A

Names of parties (including the names in the Chinese language, if known)
各方的姓名或名稱 (包括所知悉的中文姓名或名稱)

In case of change of ownership, please specify Identification Numbers of parties (Identity Card No./ Travel Document No./Company No./etc.) 如涉及業權轉變, 請註明各方的身分識別號碼(身分證號碼、旅行證件號碼、公司編號等)

Status of parties (Assignor/ Assignee/ etc.)
各方的身分 (出讓人、受讓人等)

Respective shares in, and capacities in relation to, the premises 各方在處所的各別份數和身分

HONG KONG RESORT COMPANY LIMITED
(香港興業有限公司)

FU WING KEUNG

(傅永強)

RONG CHENG FANG

(榮承芳)

DISCOVERY BAY SERVICES MANAGEMENT LIMITED
(愉景灣服務管理有限公司)

Company Registration No. 33740

HK ID Card No. E874616(1)

HK ID Card No. M119496(3)

Company Registration No. 79740

Registered Owner

First Purchaser

First Purchaser

Manager

Memorial number (including district code Identifier, if applicable) of transaction satisfied 被交付的文書之註冊摘要編號 (包括地區代碼, 如適用)

N/A

Stamp Office Instrument Reference No.
印花稅署文書編號

Nil

Stamp Duty 印花稅

\$ Nil

On this 12th day of September 2014 I (name)
於 20 年 月 日, 本人 (姓名)

OH NATALIE JOU YANG

of (name of solicitors firm) KAO, LEE & YIP
為 (律師行名稱)

Hong Kong, Solicitor
的香港律師

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

⑤ 103P B35

LR152A

serial no.: 15SLLGID-3TQQW0E-3

Hong Kong 香港

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THIS SUB-SUB-DEED OF MUTUAL COVENANT is made this 8th day of September 2014

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) **FU WING KEUNG (傅永強)** and **RONG CHENGFANG (榮承芳)** both of Spa Resort 3 (Unit D), Second Floor and Third Floor, Block L11 (8 Blue Lagoon), Positano, 18 Bayside Drive, Area N1e, Discovery Bay City, Lantau Island, Hong Kong (hereinafter called "the First Purchaser" which expression shall where the context so admits include his executors administrators and assigns) of the second part; and
- (3) **DISCOVERY BAY SERVICES MANAGEMENT LIMITED (愉景灣服務管理有限公司)** whose registered office is situate at 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 Reserved Development Areas (as defined in the Sub-Deed) in Area N1e as shown coloured orange on the Site Plan annexed hereto, inter alia, the Positano 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 :-

"Ground Floor Residential Unit"	Shall mean a Residential Unit on the Ground Floor of a Positano Building.
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"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 management office (customer service counter), caretaker's rooms, guard kiosks and the like for the Residential Units and expenses for the purchase, protection, replacement, improvement, upgrading and renovation incurred or to be incurred in relation to Positano Residential Common Areas, Positano Residential Common Facilities, Upper Floor Common Areas and the Upper Floor Common Facilities.
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"Management Units"	Units allocated to the Residential Units in the Positano Buildings in accordance with the provisions of Clause 3 of Section VI of this Sub-Sub-Deed.
"Non-enclosed Areas"	All those balconies and the covered areas underneath the balconies and utility platforms and the covered areas on Ground Floor underneath the utility platforms of the Residential Units which must not be enclosed above safe parapet height other than as under the building plans approved by the Building Authority. Covenants and provisions in respect thereof are contained in Clause 34 of Section IV of this Sub-Sub-Deed.
"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.
"Positano Buildings"	Seventeen (17) buildings erected or to be erected in the Village in Area N1e in accordance with the Master Plans with multiple residential units therein and car parking spaces (if any) and to be known as "Positano (悅堤)" comprising Block L1 (9 Cape Lagoon), Block L2 (8 Cape Lagoon), Block L3 (6 Cape Lagoon), Block L5 (5 Cape Lagoon), Block L6 (3 Cape Lagoon), Block L7 (2 Cape Lagoon), Block L8 (1

Cape Lagoon), Block L9 (10 Blue Lagoon), Block L10 (9 Blue Lagoon), Block L11 (8 Blue Lagoon), Block L12 (6 Blue Lagoon), Block L15 (5 Blue Lagoon), Block L16 (3 Blue Lagoon), Block L17 (2 Blue Lagoon), Block L18 (1 Blue Lagoon), Block L19 (2 Aqua Island) and Block L20 (1 Aqua Island).

"Positano Residential Common Areas"	Shall mean and include passages, staircases, corridors, landings, planters, lightwells, voids, roofs (other than those held or intended to be held together with a Residential Unit), flat roofs (other than those held or intended to be held together with a Residential Unit), pitched roofs and upper roofs and the external walls (other than window, balance flue and any installations, fixtures intended for the exclusive use or benefit of any individual Residential Unit) of each of the Positano Buildings and 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 Positano Residential Common Areas are shown coloured Red on the plans annexed hereto.
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"Positano Facilities"	Residential	Common	Shall mean and include :- <ul style="list-style-type: none">(a) Water pipes, drains, wires, cables, lightning rods (if any), air-conditioning ducts, canopies, architectural features, tanks, fire services and water tanks, potable water tanks, flush water tanks and other services and facilities intended for the communal use and benefit of each Positano Building.(b) A/C room, electrical low voltage room, water meter room, A/C Platform, fire services pump room and electrical meter room inside each Positano Building.(c) Communal television antennae (if any) for the use and benefit of each Positano Building.(d) Store rooms (if any) and caretaker's room.(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), electricity meter rooms, water meter rooms, machine rooms and other services and facilities intended for the
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communal use and benefit of each Positano Building.

- (f) 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 Positano Building.

"Residential Unit"

A Unit in a Positano Building erected or to be erected in the Village in accordance with the Master Plans.

"Upper Floor Residential Unit"

Shall mean a Residential Unit other than a Ground Floor Residential Unit of a Positano Building.

"Upper Floor Common Areas"

Shall mean and include lift shafts and lift pits, all intended to serve the Upper Floor Residential Units. For the purpose of identification (and where possible), the Upper Floor Common Areas are shown coloured Indigo on the plans annexed hereto.

"Upper Floor Common Facilities"

Shall mean and include lift, lift control room and lift platforms (if any) inside each Positano Building, all intended to serve the Upper Floor Residential Units.

"Village Rules (Positano)"

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) 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 1,739 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 Positano Buildings erected or to be erected thereon subject to and with the benefit of the Principal Deed and the Sub-Deed.
- (6) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the First Purchaser of the other part and in consideration therein expressed, the Registered Owner assigned unto the First Purchaser All That the estate right title benefit and interest of the Registered Owner of and in All Those 18 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 Spa Resort 3 (Unit D) on the Second Floor and Third Floor (together with the garden(s), terrace(s), balcony(ies), utility platform(s), bay window(s) and air-conditioning plant room(s) thereof) of Block L11 (8 Blue Lagoon) of "Positano (悅堤)", 18 Bayside Drive, Area N1e, Discovery Bay City, Lantau Island, Hong Kong.
- (7) 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.
- (8) 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 DEED WITNESSES as follows :-

SECTION I
UNDIVIDED SHARES AND RESERVED RIGHTS

- A. There shall be sub-allocated to the said Portion 1,739 Undivided Shares and 1,738 Management Units 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
<hr/>		
(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 Schedule hereto)	1,738 /250,000 th shares	1,738 Management Units
(b) Positano Residential Common Areas, Positano Residential Common Facilities, Upper Floor Common Areas, Upper Floor Common Facilities and the additional Village Common Areas and Village Common Facilities designated under this Sub-Sub-Deed	1 /250,000 th share	-

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

- (a) The Registered Owner reserves the right to erect, affix, maintain, alter, repair, service, replace, renew and remove (i) any systems for broadcast transmission and reception, information distribution and communication, including without limitation, communal aerial broadcast distribution systems, microwave distribution systems, cable and wireless communications systems, telecommunications transmission, reception and

transponder systems, aerial dishes, transmitters, transponders, receivers tuners and the ancillary equipment and connections thereto; (ii) any Positano Buildings or structures (temporary or otherwise); and (iii) other fixtures or structures of whatsoever kind on any part or parts of Positano Residential Common Areas, Upper Floor Common Areas and such other areas of the said Portion and the Positano Buildings the exclusive right to hold, use, occupy and enjoy which has not been assigned by the Registered Owner PROVIDED THAT if such fixtures or structures are affixed on the Positano Residential Common Areas or Upper Floor 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 PROVIDED ALWAYS THAT such fixtures or structures shall not interfere with the use and enjoyment by other Owners of the Residential Units owned by them and shall not unduly restrict or impede the access to and from the Residential Units owned by such other Owners and the Registered Owner shall have the right to enter into and upon any part of the said Portion and the Positano Buildings with or without workmen and equipment at all reasonable times on giving prior reasonable notice (save in case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the Registered Owner may deem fit PROVIDED THAT any monetary benefit received by the Registered Owner arising from the exercise of the aforesaid rights shall be credited to the Reserve Fund and be applied towards the management and maintenance of the said Portion and the Positano 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 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(i) of Section I of the Principal Deed shall allocate 88 Undivided Shares to such additional Village Retained Areas. 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, 88 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 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 City Rules, the Village Rules and the Village Rules (Positano) 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 ("Positano 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 Positano 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 as to the areas or parts of the Positano Right of Way that the Owner 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 Positano Right of Way and may provide alternative access way to the Owner its servants, agents or licensees if the Positano 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 Positano Residential Common Areas, Upper Floor Common Areas, Positano Residential Common Facilities, Upper Floor Common Facilities and 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 Positano Residential Common Areas, Positano Residential Common Facilities, Upper Floor Common Areas, Upper Floor Common Facilities and 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 Positano Residential Common Areas, Positano Residential Common Facilities, Upper Floor Common Areas, Upper Floor Common Facilities and 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 Positano Residential Common Areas, Positano Residential Common Facilities, Upper Floor Common Areas, Upper Floor Common Facilities and 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 (Positano) and subject to the rights of the Manager as hereinafter provided :-
 - (a) (i) The full right and liberty for the Owner of a Residential Unit 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, Positano Residential Common Areas and Positano Residential Common Facilities, which serve the Village or the said Portion or the Positano Building of which the Residential Unit to which he is entitled to the exclusive use occupation and enjoyment (hereinafter for simplicity referred to as "owned") forms part for all purposes connected with the proper use and enjoyment of such Residential Unit subject as aforesaid.
 - (ii) The full right and liberty for the Owner for the time being of a Upper Floor Residential Unit, his tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along and to use the Upper Floor Common Areas and the Upper Floor Common Facilities 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 Positano Building in which the Residential Unit owned by the Owner is situated and the right to subjacent and lateral support from the Positano 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 and the Sub-Deed) for the Owner for the time being, his tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along the City Common Areas for all purposes connected with the proper use and enjoyment of such Residential Unit, subject as aforesaid.
- (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 Positano 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 Positano Right of Way with all necessary equipment plant and materials with or without motor or other vehicles of any description for the purposes of constructing the other stages of the Village or the City or any part thereof in accordance with the Master Plans or such other plans or amendments as may hereafter be approved by the appropriate Government authorities. Such right of the Registered Owner shall extend equally to all necessary contractors, agents, workers and other persons authorised in writing by the Registered Owner.

The Registered Owner may from time to time issue instructions in writing to the Owners as to the areas or parts of the Positano Right of Way that the Owners, their servants, agents or licensees may or may not use while such works are being carried out. The Registered Owner shall have the right to alter, change, adjust, revise the Positano Right of Way and may provide alternative access way to the Owners their servants, agents or licensees if the Positano 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 Positano 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 Positano 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 Positano 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

- I. 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 for the purposes of inspecting, examining and maintaining such Residential Unit (including the balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space, if any) or the Positano Building in which such Residential Unit is situated or any part or parts thereof or any Village Common Facilities, Positano Residential Common Facilities, Upper Floor Common Facilities or City Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Positano Buildings or the said Portion or the Village or the City or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purpose or enjoyment provided that the Manager shall make good any damage caused as a result of the Manager exercising the above right.
 - (b) Easements, rights and privileges over along and through each Residential Unit equivalent to those set forth in Clause 1(b)(i) to (iii) of Section II of this Sub-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 and manage the City Retained Areas, the City Common Areas, the Major Roads, the Village Common Areas, the Positano Residential Common Areas, the Upper Floor Common Areas and in this connection shall have power :-

- (i) to license and control parking thereon and to remove vehicles or other things parked or left thereon or therein not so licensed;
- (ii) to license or let out any part thereof for such sum and for such purposes as it thinks fit and any charges received by the Manager in the exercise of the aforesaid power shall form part of the Management Funds.

(b) full right and liberty to enter into any contract, agreement, sublease, licence or arrangement with any person for the installation, affixation, use or operation of the communal aerial broadcast distribution cabling infrastructure and its associated equipment and accessories and/or the telecommunication cabling infrastructure and its associated equipment and accessories installed or affixed or to be installed or affixed in the Village Common Areas, the Positano Residential Common Areas and the Upper Floor Common Areas for such consideration and on such terms as the Manager may deem fit Provided that any contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions :-

- (i) the term of the contract will not exceed 3 years;
- (ii) the rights to be granted under the contract shall be non-exclusive and provide for sharing the use of the facilities and network with other service providers; and
- (iii) no Owner is required to make any payment in any form attributable to the provision of the facilities or services, unless he is a subscriber to the relevant service.

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

- (c) full right and liberty to enter into any contract, agreement, sublease, licence or arrangement with any person(s) for providing value-added services to the Owner(s), for such consideration and on such terms as the Manager may deem fit Provided that any contracts to be entered into by the Manager under this Sub-Clause (c) shall be subject to the following conditions :-
 - (i) the term of the contract will not exceed 3 years;
 - (ii) no Owner is required to make any payment in any form attributable to the provision of the services, unless he is a subscriber to the relevant service.
- 3. Notwithstanding anything herein contained, the Registered Owner shall have the exclusive right to display, install, erect, affix or permit to be displayed, installed, erected or affixed on and to communal sky garden or the roofs (other than those that are held or intended to be held together with the Residential Units) or flat roofs (other than those that are held or intended to be held together with the Residential Units) or pitched roofs or upper roofs or top roofs of the Positano 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 Positano 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 Positano Residential Common Areas and such Government rent shall form part of the relating Management Expenses;
 - (d) In addition to (c) above, the Manager shall on behalf of the Owners of the Upper Floor Residential Units pay the Government rent (if any) attributable to the Upper Floor Common Areas and such Government rent shall form part of the relating Management Expenses;
 - (e) 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 Positano 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 Positano 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, Positano Residential Common Areas, Upper Floor Common Areas or City Common Areas or any of the Village Common Facilities, Positano Residential Common Facilities, Upper Floor 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 Positano 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 Positano Buildings or Village owned by him or any person using such part of the Positano 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 Positano 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 Positano 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 Positano 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 Positano Buildings.
10. Each Owner shall maintain in good repair and condition that part of the Positano Buildings or Village owned by him (including, without limitation, the Green and Innovative Features forming part of such Unit) to the satisfaction of the Manager and in such manner as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Positano Buildings or Village.
11. No Owner shall use or permit or suffer the part of the Positano Buildings or Village owned by him to be used for any illegal or immoral purpose nor will he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being provided always that nothing in this provision shall restrict the Registered Owner in its development of the Village or other parts of the City in accordance with the Master Plans.
12. No Owner shall use or permit or suffer any part of the Positano Buildings or Village owned by him to be used except in accordance with any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.
13. Subject to Clause 3 of Section III, no part of the City Common Areas, City Retained Areas, Village Retained Areas, Major Roads, Positano Residential Common Areas, Upper Floor

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, Positano Residential Common Areas, Upper Floor Common Areas, Village Common Areas or Village Retained Areas as may be or become a nuisance to any other Owners or occupiers of the Positano Buildings or Village or any other part of the City.

14. The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the City Rules, Village Rules and the Village Rules (Positano) (if any) covering the same.
15. No Owner shall be entitled to connect any installation to any aerial installed by the Manager except with the permission of the Manager and in accordance with any City Rules or Village Rules or the Village Rules (Positano) relating to the same. No Owner shall affix or install his own private aerial and/or satellite dish outside any part of the Positano Buildings or in the Village or any other part of the City except with the prior written consent of the Manager.
16. Subject to Clause 3 of Section 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 Positano Building or any part thereof shall be erected, installed or otherwise affixed to or projected from any Positano Building or any part thereof except with the prior written consent of the Manager.
17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance and facade colour of any Positano 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.
18. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Positano Building owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the facilities (if any) provided for the disposal thereof.
19. All Owners (including the Registered Owner) and the Manager shall at all times observe and perform the City Rules, the Village Rules and the Village Rules (Positano) and comply with

the terms and conditions of the Conditions so long as they remain as Owners and the Manager.

20. Each Owner may at his own expense install in the part of the Positano 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 Positano Buildings or Village and provided further that nothing in this Clause shall inhibit the Registered Owner in proceeding with and completing the construction of the City and the Village and development of the Lot in accordance with the Master Plans.
21. No clothing or laundry shall be hung outside the Residential Unit or any part thereof (other than in the spaces specifically provided therefor) or in the City Common Areas, City Retained Areas, Positano Residential Common Areas, Upper Floor Common Areas, Village Common Areas or Village Retained Areas which in the opinion of the Manager may affect the external appearance of any Positano Building or any part thereof.
22. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of any Positano Building or any part thereof may be clogged or the efficient working thereof may be impaired.
23. 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 Positano 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) or utility platform(s) or flat roof or terrace(s) or garden(s) or air-conditioning plant room or filtration plant pit or open filtration plant space, if any) any objects or structures without the prior written consent of the Manager.
24. No Owner of a Residential Unit of any Positano Building in respect of which the balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any), or air-conditioning plant room or filtration plant pit or open filtration plant space, if any are held therewith shall erect on such the balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any), or air-conditioning plant room or filtration plant

pit or open filtration plant space, if any any objects or structures without the prior written consent of the Manager.

25. The Owner of a Residential Unit of any Positano Building in respect of which the balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space, if any are held therewith shall at all times keep such the balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space, if any in a neat and attractive condition. No poultry house shall be constructed on or maintained in such balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space (if any).
26. Except with the Manager's consent, no fowl or animals, other than a reasonable and usual number of normal household pets, shall be kept in a Residential Unit.
27. The Manager shall have the power and right to remove any animals from a Residential Unit if in the opinion of the Manager, such animals are causing a nuisance to other Owners or occupiers of other Residential Units.
28. No Owner shall make any alteration to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or gas.
29. No apparatus or any other fixture shall be installed through the window or external walls of any Positano 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.
30. Save with the prior written consent of the Manager, no air-conditioning unit (window type or split type) shall be installed through the window or external walls of any Positano Building or any part thereof except through the apertures or spaces originally designated or designed for such air-conditioning units.

31. Save with the prior approval of the Owners' Committee of the said Portion (if formed) and the Manager, no Owner shall convert any part of Positano Residential Common Areas or Upper Floor Common Areas to his own use and for his own benefit. Any payment received for the approval shall be paid into the Reserve Fund.
32. No Owner may convert or designate any part of his Residential Unit to Positano Residential Common Areas or Upper Floor 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 and no manager may re-convert or re-designate Positano Residential Common Areas or Upper Floor Common Areas to his own use or benefit.
33. Every Owner of a Residential Unit shall be obliged to join and become a member of the DISCOVERY BAY RECREATION CLUB and to pay the monthly subscriptions promptly and shall obey the club rules and bye-laws thereof and shall promptly transfer his membership to his purchaser upon sale of his Residential Unit and shall be obliged to transfer his membership to his tenant upon signing of a lease in respect of his Residential Unit and pay the administration fee for the transfer of membership charged by the Club all in the manner as provided in the club rules and bye-laws thereof.
34.
 - (a) The Owner of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with this Sub-Sub-Deed, the Occupation Permit as may be issued by the Building Authority, the Buildings Ordinance (Cap. 123) and such other Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region.
 - (b) The Owner of the Non-enclosed Areas shall not erect or affix or cause or permit or suffer or allow to be erected or affixed any wall or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.
 - (c) The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed in whole or in part by any material of whatsoever kind or nature, or affixed with sun shades, awnings, or brackets of whatsoever nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the building plans approved by the Building Authority.

SECTION 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 any balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space shall have the right to use the balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space, 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 (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space 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 (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space in contravention of this provision at the costs and expenses of the Owners having the exclusive right to occupy the balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space, if any.
3. No balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space, 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

(including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space or any part thereof shall ensure that access to the balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space 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 Positano Residential Common Areas, Upper Floor 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 Positano Residential Common Areas, Upper Floor 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 Positano Residential Common Areas, Upper Floor 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 Positano Residential Common Areas, Upper Floor Common Areas or Village Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of any Positano Building of which the Residential Unit owned by him forms a part or to any owners or occupiers of any adjoining or neighbouring premises.

7. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
8. No Owner shall enclose, except by fencing approved by the Manager, its own balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space (if any).
9. Owners who have a common fencewall adjoining the gardens of their respective Residential Units shall each have the right to the use of the interior surface of the fencewall on his side. No Owner shall use any portion of the fencewall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the fencewall without the written consent of the other Owner and the written consent of the Manager. No Owner shall put structures of any kind (such as fish ponds) so near to the fencewall as to cause leakage of water to the other side of the fencewall or as to be likely to cause the fencewall to collapse. If the fencewall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause other than the act or negligence of either party, it shall be repaired or rebuilt at their joint cost and expense.
10. Each Owner shall have the right to use the interior surface of the party walls dividing his Residential Unit from the neighbouring Residential Units. No Owner shall use any portion of such party walls so as to interfere with the use and enjoyment of the other Owners. Except for the interior surface of such party walls which shall be repaired and maintained by the relevant Owner of a Residential Unit at his sole cost and expense, all such party walls shall be repaired and maintained at the joint cost and expense of the relevant Owners sharing in common such party walls.
11. No Owner may deck any voids or cover with any structure the balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space (if any) within the compounds of his Residential Unit without having obtained the Manager's prior written consent.

12. No Owner may install, erect or mount any satellite dish and ancillary equipment and connections thereto, any telecommunications transmitter and receiver or cable and wireless communications systems on the balcony(ies) or utility platform(s) or flat roof (including swimming pool thereof) or terrace(s) or garden(s) (including swimming pool thereof, if any) or air-conditioning plant room or filtration plant pit or open filtration plant space (if any) of his Residential Unit without having obtained the Manager's prior written consent.
13. The Owner of a Residential Unit of any Positano Building or any other buildings to be hereafter erected in the Village or any part thereof in respect of which balcony(ies)/utility platform(s) are held therewith and which balcony(ies)/utility platform(s) is/are as shown and marked "balcony"/"utility platform" and coloured pink for identification purpose only on the plan(s) annexed to the assignment of such Residential Unit shall use and maintain such balcony(ies)/utility platform(s) as "non-enclosed" area(s) only and for the purpose(s) for which such balcony(ies)/utility platform(s) is/are originally designed at its sole cost and expense to the satisfaction of the Manager at all times and shall not under any circumstance enclose or seal in such balcony(ies)/utility platform(s) with any structure, substance or materials nor demolish nor relocate such balcony(ies) /utility platform(s) or any part thereof in any way or manner whatsoever.
14. No Owner shall make or allow to make any alterations or additions to the entrance foyer/private lift lobby (if any) of the Residential Unit owned by him or erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the entrance foyer/private lift lobby (if any) of the Residential Unit owned by him any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department, the Electrical and Mechanical Services Department or other competent authority concerned from time to time in force or cut injure alter or interfere with any facilities, equipment or apparatus on in or upon such entrance foyer/private lift lobby (if any), including, but not limited to the smoke lobby door(s), lift door(s) and lighting fixtures, except with the prior written consent of the Manager. Each Owner of the Residential Unit shall, at its own costs and expenses, keep and maintain the entrance foyer/private lift lobby (if any) of the Residential Unit owned by him and the facilities, equipment or apparatus on in or upon such entrance foyer/private lift lobby in accordance with the requirements laid down under the Fire Services Ordinance (Cap.95) or other relevant Government Ordinances or regulations.

15. In addition and without prejudice to any other rights of the Manager under this Deed, the Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into each Residential Unit with entrance foyer/private lift lobby for the purposes of refuse collection, inspecting, examining, repairing, renovating and/or carrying out improvement works to the Positano Residential Common Facilities or Upper Floor Common Facilities, including, but not limited to, the lift door(s), call buttons, lift-floor indicating panel, Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Residential Units.
16. Owners who have the swimming pool in their respective Residential Units shall maintain the swimming pool in good repair and condition to the satisfaction of the Manager and in such manner as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of their respective adjoining Residential Units. If the swimming pool or any portion thereof, is damaged or injured, the Owners of the swimming pool shall at his own costs and expenses carry out all necessary works to repair and maintain the swimming pool within reasonable time causing as little disturbance as possible to the other Owners or occupiers of their respective adjoining Residential Units. The Owners of the swimming pool shall not use the swimming pool so as to interfere with the use and enjoyment of the other Owners or occupiers of the adjoining Residential Unit or do or permit or suffer to do anything in the swimming pool as may be or become a nuisance or cause annoyance to the other Owners or occupiers of the adjoining Residential Unit. No Owner shall do anything to the swimming pool so as to cause contamination or pollution to the water of the swimming pool of the adjoining Residential Unit or as to be likely to cause leakage of water of the swimming pool.

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, upper roofs and top roofs of the Positano Buildings which form part of the Positano Residential Common Areas and/or the Upper Floor 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 Positano Buildings (including but not limited to Positano Residential Common Areas, Upper Floor Common Areas, Positano Residential Common Facilities and Upper Floor 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 Schedule hereto.
4. The Manager shall prepare :-
 - (a) annual budget(s) showing the estimated net expenditure in respect of the said Portion and the Positano Buildings which shall be divided into the following parts:
 - (i) Part A shall cover the estimated Management Expenses which in the opinion of the Manager are attributable 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 Positano Residential Common Areas and the Positano Residential Common Facilities; and

- (ii) Part B shall cover the estimated Management Expenses which in the opinion of the Manager are attributable solely to the Upper Floor Residential Units or solely for the benefit of all the Owners of the Upper Floor Residential Units including without limitation the expenses for the operation, maintenance, repair, cleaning, lighting and security of the Upper Floor Common Areas and the Upper Floor 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 Positano 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.

The Manager shall have the right to decide and allocate the expenditure mentioned in Clause 4(a) as among Management Expenses of the Positano Residential Common Areas, Positano Residential Common Facilities, Upper Floor Common Areas and Upper Floor Common Facilities and such decision and allocation shall be binding, save for manifest error, on the Owners.

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

- (a) Each Owner shall contribute to the amount assessed under Part A of the annual budget prepared under Clause 4(a)(i) and the annual budget prepared under Clause 4(b) in the proportion which the number of the Management Units allocated to his Residential Unit bears to the total number of the Management Units allocated to all Residential Units of and in the said Portion;
- (b) Each Owner of the Upper Floor Residential Unit in addition to the amount payable under (a) above shall in respect of each Upper Floor Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual budget prepared under Clause 4(a)(ii) in the proportion which the number of Management Units allocated to his Upper Floor Residential Unit bears to the total number of the

Management Units allocated to all Upper Floor 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 Positano 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 two-tenth (2/10) 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 eight-tenth (8/10) 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, the Owner of such Residential Unit 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.

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, Positano Residential Common Facilities, Upper Floor 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 or approval to anything which requires its written consent or approval 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 or approval and in imposing conditions or additional conditions relating thereto and the giving or withholding by the Manager of such consent or approval shall be final and conclusive and binding on the Owners and where any consent is required from the Manager by an Owner, any sum imposed by the Manager as a consideration for the granting of such consent shall be held by the Manager for the benefit of the Owners and paid into the Reserve Fund and the Manager shall be entitled to charge and retain a reasonable administrative fee for processing such consent.
15. The Manager shall have the power to make Village Rules (Positano) before the formation of the Owners' committee of the said Portion for the purpose of regulating the use, operation and maintenance of the Positano Residential Common Areas, Upper Floor Common Areas, Positano Residential Common Facilities, Upper Floor 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 (Positano). 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 (Positano) except with the prior approval of the Owners' Committee of the said Portion (if formed). The Village Rules (Positano) 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 Positano Residential Common Areas, Upper Floor Common Areas, Positano Residential Common Facilities and Upper Floor 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 Positano Residential Common Areas and the Upper Floor 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.

SECTION VII

A. MEETINGS OF THE OWNERS

1. The Owners shall, within nine (9) months from the issue of occupation permit of the Positano 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 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 11 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 Positano Residential Common Areas, Upper Floor Common Areas, Positano Residential Common Facilities and Upper Floor 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 of the meeting.
8. No business shall be transacted at any time unless a quorum is present in person or by proxy when the meeting proceeds to business and not less than 10% of the Undivided Shares of the said Portion and the said representative of the Manager shall be a quorum.
9. All resolutions put to the vote of the meeting shall be decided by poll.

10. Every Owner including the Registered Owner in respect of every Undivided Share of the 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 appointed by any one of 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 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 under Clause 3 of this Section, the person convening the meeting, at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner, shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

14. An Owner who has failed to pay his due proportion of the Management Expenses and the Manager's Remuneration shall not be entitled to be present or to vote at any meeting of the Owners.
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 or the City Rules or the Village Rules or the Village Rules (Positano) or any decision of the City Owners' Committee or 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 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 17 shall also apply to election of new Chairman or Vice-Chairman of the Owners' Committee after the current Chairman or Vice-Chairman ceases to hold office under Clause 11 of Part B

of this Section 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 17.

18. 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.
3. The Manager shall send to the meetings a secretary who shall keep a record of the persons present at the meetings and the proceedings thereof.
4. The Manager may be represented at the meetings by a duly appointed representative.
5. The Chairman or any three (3) members (including Vice Chairman) may request the Manager to convene a meeting and the Manager shall, upon such request, convene the meeting in accordance with the provisions of Clause 2 of Subsection B of Section VII of this Sub-Sub-Deed.
6. No business shall be transacted at any time unless a quorum is present when the meeting proceeds to business and not less than three (3) members (including Chairman and Vice Chairman) of the Committee shall be a quorum.

7. All resolutions put to the vote of the meeting shall be decided by a simple majority. Each member shall have one (1) vote and votes can be given either in person by members present at the meeting or, where any member is not present in person at the meeting (the "absentee member"), either by a representative of the Manager appointed for this purpose by the absentee member or by an alternate member appointed for this purpose by the absentee member provided that such alternate member must also be a member of the Committee. For the avoidance of doubt, such representative of the Manager appointed for this purpose by the absentee member or such alternate member present at the meeting shall be entitled to vote on behalf of the absentee member in addition to his entitlement to vote in his own right as a member of the Committee.
8. All resolutions passed at a meeting of the Committee duly convened and held shall be binding on all Owners insofar as the 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 (Positano) or any decision of the City Owners' Committee or the Village Owners' Committee or the meetings of the Owners of the Village.
9. 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 17 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 (Positano) 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.

10. The Committee may continue to act notwithstanding any vacancies in the number provided that the number (including the Chairman and the Vice-Chairman but excluding the Manager) is not reduced to below three (3). In the event that the number is reduced to below three (3), the remaining members of the Committee may act but only for the purpose of calling for a meeting to fill in the vacancy.
11. A member (including the Chairman and Vice Chairman) shall hold office until the next election provided that he shall nevertheless cease to hold office if:-
 - (a) he resigns by notice in writing to the Committee;
 - (b) he ceases to be an Owner;
 - (c) he becomes bankrupt or is wound up or is insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving dishonesty;
 - (d) he becomes incapacitated by physical or mental illness or death;
 - (e) he has defaulted in paying his contribution towards the Management Expenses; or
 - (f) he has been removed from his office in a meeting of the Owners.

SECTION VIII
MISCELLANEOUS

1. The provisions of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) shall be incorporated into and form part of this Sub-Sub-Deed (collectively "the incorporated provisions") and to the extent that any provision in this Sub-Sub-Deed is inconsistent with the incorporated provisions, the incorporated provisions shall prevail. A copy of each of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (English and Chinese versions), shall be kept at the Manager's office in the Village for reference by all Owners 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 Upper Floor Common Areas, Positano Residential Common Areas and Village Common Areas and certified by the Authorised Person as such is annexed hereto with Upper Floor Common Areas, Positano Residential Common Areas and Village Common Areas shown and coloured indigo, red and green respectively thereon for identification purpose.
 - (b) A copy of a set of such plans shall be kept at the Manager's office in the Village and may be inspected by the Owners of the said Portion free of charge during the normal office hours of the Manager.
3. The locations of the non-structural prefabricated external walls and the Non-enclosed Areas forming the Green and Innovative Features are shown on the building plans approved by the Building Authority and (where possible and for the purpose of identification only) the plans annexed hereto.
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 from 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. 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 caused this Sub-Sub-Deed to be duly executed the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

<u>First Column</u>		<u>Second Column</u>	<u>Third Column</u>
Residential Units		Undivided Shares of and in the Lot and the City	Management Units
<u>Positano Buildings</u>			
<u>Block L1 (9 Cape Lagoon)</u>			
Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	15/250,000 th shares	15 Management Units
	Gardenpool Resort 1 (B)	15/250,000 th shares	15 Management Units
2/F&3/F	Spa Resort 5 (C)	15/250,000 th shares	15 Management Units
	Spa Resort 3 (D)	15/250,000 th shares	15 Management Units
5/F&6F	Skypool Resort 8(E) #	15/250,000 th shares	15 Management Units
	Skypool Resort 6(F) #	15/250,000 th shares	15 Management Units
Sub-Total :		90/250,000 th shares	90 Management Units
<u>Block L2 (8 Cape Lagoon)</u>			
Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	15/250,000 th shares	15 Management Units
	Gardenpool Resort 1 (B)	15/250,000 th shares	15 Management Units
2/F&3/F	Spa Resort 5(C)	15/250,000 th shares	15 Management Units
	Spa Resort 3(D)	15/250,000 th shares	15 Management Units
5/F&6/F	Skypool Resort 8(E) #	15/250,000 th shares	15 Management Units
	Skypool Resort 6(F) #	15/250,000 th shares	15 Management Units
Sub-Total :		90/250,000 th shares	90 Management Units

Block L3 (6 Cape Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	15/250,000 th shares	15 Management Units
	Gardenpool Resort 1 (B)	15/250,000 th shares	15 Management Units
2/F&3/F	Spa Resort 5 (C)	15/250,000 th shares	15 Management Units
	Spa Resort 3 (D)	15/250,000 th shares	15 Management Units
5/F&6/F	Skypool Resort 8(E) #	15/250,000 th shares	15 Management Units
	Skypool Resort 6(F) #	15/250,000 th shares	15 Management Units
Sub-Total :		90/250,000 th shares	90 Management Units

Block L5 (5 Cape Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	15/250,000 th shares	15 Management Units
	Gardenpool Resort 1 (B)	15/250,000 th shares	15 Management Units
2/F&3/F	Spa Resort 5 (C)	15/250,000 th shares	15 Management Units
	Spa Resort 3 (D)	15/250,000 th shares	15 Management Units
5/F&6/F	Skypool Resort 8(E) #	15/250,000 th shares	15 Management Units
	Skypool Resort 6(F) #	15/250,000 th shares	15 Management Units
Sub-Total :		90/250,000 th shares	90 Management Units

Block L6 (3 Cape Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	15/250,000 th shares	15 Management Units
	Gardenpool Resort 1 (B)	15/250,000 th shares	15 Management Units
2/F&3/F	Spa Resort 5 (C)	15/250,000 th shares	15 Management Units
	Spa Resort 3 (D)	15/250,000 th shares	15 Management Units
5/F&6/F	Skypool Resort 8(E) #	15/250,000 th shares	15 Management Units
	Skypool Resort 6(F) #	15/250,000 th shares	15 Management Units
Sub-Total :		90/250,000 th shares	90 Management Units

Block L7 (2 Cape Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	15/250,000 th shares	15 Management Units
	Gardenpool Resort 1 (B)	15/250,000 th shares	15 Management Units
2/F&3/F	Spa Resort 5 (C)	15/250,000 th shares	15 Management Units
	Spa Resort 3 (D)	15/250,000 th shares	15 Management Units
5/F&6/F	Skypool Resort 8(E) #	15/250,000 th shares	15 Management Units
	Skypool Resort 6(F) #	15/250,000 th shares	15 Management Units
Sub-Total :		90/250,000 th shares	90 Management Units

Block L8 (1 Cape Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	15/250,000 th shares	15 Management Units
	Gardenpool Resort 1 (B)	15/250,000 th shares	15 Management Units
2/F&3/F	Spa Resort 5 (C)	15/250,000 th shares	15 Management Units
	Spa Resort 3 (D)	15/250,000 th shares	15 Management Units
5/F&6/F	Skypool Resort 8(E) #	15/250,000 th shares	15 Management Units
	Skypool Resort 6(F) #	15/250,000 th shares	15 Management Units
Sub-Total :		90/250,000 th shares	90 Management Units

Block L9 (10 Blue Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	18/250,000 th shares	18 Management Units
	Gardenpool Resort 1 (B)	18/250,000 th shares	18 Management Units
2/F&3/F	Spa Resort 5 (C)	18/250,000 th shares	18 Management Units
	Spa Resort 3 (D)	18/250,000 th shares	18 Management Units
5/F&6/F	Skypool Resort 8(E) #	18/250,000 th shares	18 Management Units
	Skypool Resort 6(F) #	18/250,000 th shares	18 Management Units
Sub-Total :		108/250,000 th shares	108 Management Units

Block L10 (9 Blue Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	18/250,000 th shares	18 Management Units
	Gardenpool Resort 1 (B)	18/250,000 th shares	18 Management Units
2/F&3/F	Spa Resort 5 (C)	18/250,000 th shares	18 Management Units
	Spa Resort 3 (D)	18/250,000 th shares	18 Management Units
5/F&6/F	Skypool Resort 8(E) #	18/250,000 th shares	18 Management Units
	Skypool Resort 6(F) #	18/250,000 th shares	18 Management Units
Sub-Total :		108/250,000 th shares	108 Management Units

Block L11 (8 Blue Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	18/250,000 th shares	18 Management Units
	Gardenpool Resort 1 (B)	18/250,000 th shares	18 Management Units
2/F&3/F	Spa Resort 5 (C)	18/250,000 th shares	18 Management Units
	Spa Resort 3 (D)	18/250,000 th shares	18 Management Units
5/F&6/F	Skypool Resort 8(E) #	18/250,000 th shares	18 Management Units
	Skypool Resort 6(F) #	18/250,000 th shares	18 Management Units
Sub-Total :		108/250,000 th shares	108 Management Units

Block L12 (6 Blue Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	18/250,000 th shares	18 Management Units
	Gardenpool Resort 1 (B)	18/250,000 th shares	18 Management Units
2/F&3/F	Spa Resort 5 (C)	18/250,000 th shares	18 Management Units
	Spa Resort 3 (D)	18/250,000 th shares	18 Management Units
5/F&6/F	Skypool Resort 8(E) #	18/250,000 th shares	18 Management Units
	Skypool Resort 6(F) #	18/250,000 th shares	18 Management Units
Sub-Total :		108/250,000 th shares	108 Management Units

Block L15 (5 Blue Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	18/250,000 th shares	18 Management Units
	Gardenpool Resort 1 (B)	18/250,000 th shares	18 Management Units
2/F&3/F	Spa Resort 5 (C)	18/250,000 th shares	18 Management Units
	Spa Resort 3 (D)	18/250,000 th shares	18 Management Units
5/F&6/F	Skypool Resort 8(E) #	18/250,000 th shares	18 Management Units
	Skypool Resort 6(F) #	18/250,000 th shares	18 Management Units
Sub-Total :		108/250,000 th shares	108 Management Units

Block L16 (3 Blue Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	18/250,000 th shares	18 Management Units
	Gardenpool Resort 1 (B)	18/250,000 th shares	18 Management Units
2/F&3/F	Spa Resort 5 (C)	18/250,000 th shares	18 Management Units
	Spa Resort 3 (D)	18/250,000 th shares	18 Management Units
5/F&6/F	Skypool Resort 8(E) #	18/250,000 th shares	18 Management Units
	Skypool Resort 6(F) #	18/250,000 th shares	18 Management Units
Sub-Total :		108/250,000 th shares	108 Management Units

Block L17 (2 Blue Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	18/250,000 th shares	18 Management Units
	Gardenpool Resort 1 (B)	18/250,000 th shares	18 Management Units
2/F&3/F	Spa Resort 5 (C)	18/250,000 th shares	18 Management Units
	Spa Resort 3 (D)	18/250,000 th shares	18 Management Units
5/F&6/F	Skypool Resort 8(E) #	18/250,000 th shares	18 Management Units
	Skypool Resort 6(F) #	18/250,000 th shares	18 Management Units
Sub-Total :		108/250,000 th shares	108 Management Units

Block 18 (1 Blue Lagoon)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	18/250,000 th shares	18 Management Units
	Gardenpool Resort 1 (B)	18/250,000 th shares	18 Management Units
2/F&3/F	Spa Resort 5 (C)	18/250,000 th shares	18 Management Units
	Spa Resort 3 (D)	18/250,000 th shares	18 Management Units
5/F&6/F	Skypool Resort 8(E) #	18/250,000 th shares	18 Management Units
	Skypool Resort 6(F) #	18/250,000 th shares	18 Management Units
Sub-Total :		108/250,000 th shares	108 Management Units

Block L19 (2 Aqua Island)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	20/250,000 th shares	20 Management Units
	Gardenpool Resort 1 (B)	20/250,000 th shares	20 Management Units
2/F&3/F	Spa Resort 5 (C)	21/250,000 th shares	21 Management Units
	Spa Resort 3 (D)	21/250,000 th shares	21 Management Units
5/F&6/F	Skypool Resort 8(E) #	20/250,000 th shares	20 Management Units
	Skypool Resort 6(F) #	20/250,000 th shares	20 Management Units
Sub-Total :		122/250,000 th shares	122 Management Units

Block L20 (1 Aqua Island)

Floor	Unit		
G/F&1/F	Gardenpool Resort 2 (A)	20/250,000 th shares	20 Management Units
	Gardenpool Resort 1 (B)	20/250,000 th shares	20 Management Units
2/F&3/F	Spa Resort 5 (C)	21/250,000 th shares	21 Management Units
	Spa Resort 3 (D)	21/250,000 th shares	21 Management Units
5/F&6/F	Skypool Resort 8(E) #	20/250,000 th shares	20 Management Units
	Skypool Resort 6(F) #	20/250,000 th shares	20 Management Units
Sub-Total :		122/250,000 th shares	122 Management Units

Remarks :

- (1) There is no designation of 4/F.
- (2) There are no designation of Block L4, Block L13 and Block L14.
- (3) All Residential Units include balcony(ies), utility platform(s), bay window(s) and air-conditioning plant room(s).
- (4) All Residential Units include terrace(s), **Except** those Residential Units on the G/F & 1/F of each of the Positano Buildings.
- (5) All Residential Units include gardens and the garden(s) of those Residential Units on the G/F & 1/F of each of the Positano Buildings include swimming pool(s) and filtration plant pit(s).
- (6) "#" means including the flat roof(s) (including swimming pool(s)) and open filtration plant space(s) thereof

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

CHUNG Sam Tin Abraham
MAK Sau Ching

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


KO KA MAN

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. E874616(1) and
M119496(3)) in the presence of :-

MR

OH NATALIE JOU YANG

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 :-

Verified by :-

KO KA
Solicitor, Hong Kong
Messrs. Kao, Lee &

KO KA MAN

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

)

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Dated the 8th day of September 2014

HONG KONG RESORT COMPANY LIMITED

and

FU WING KEUNG
RONG CHENGFANG

and

DISCOVERY BAY SERVICES MANAGEMENT
LIMITED

SUB-SUB-DEED OF MUTUAL COVENANT

in respect of

AREA N1e, 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

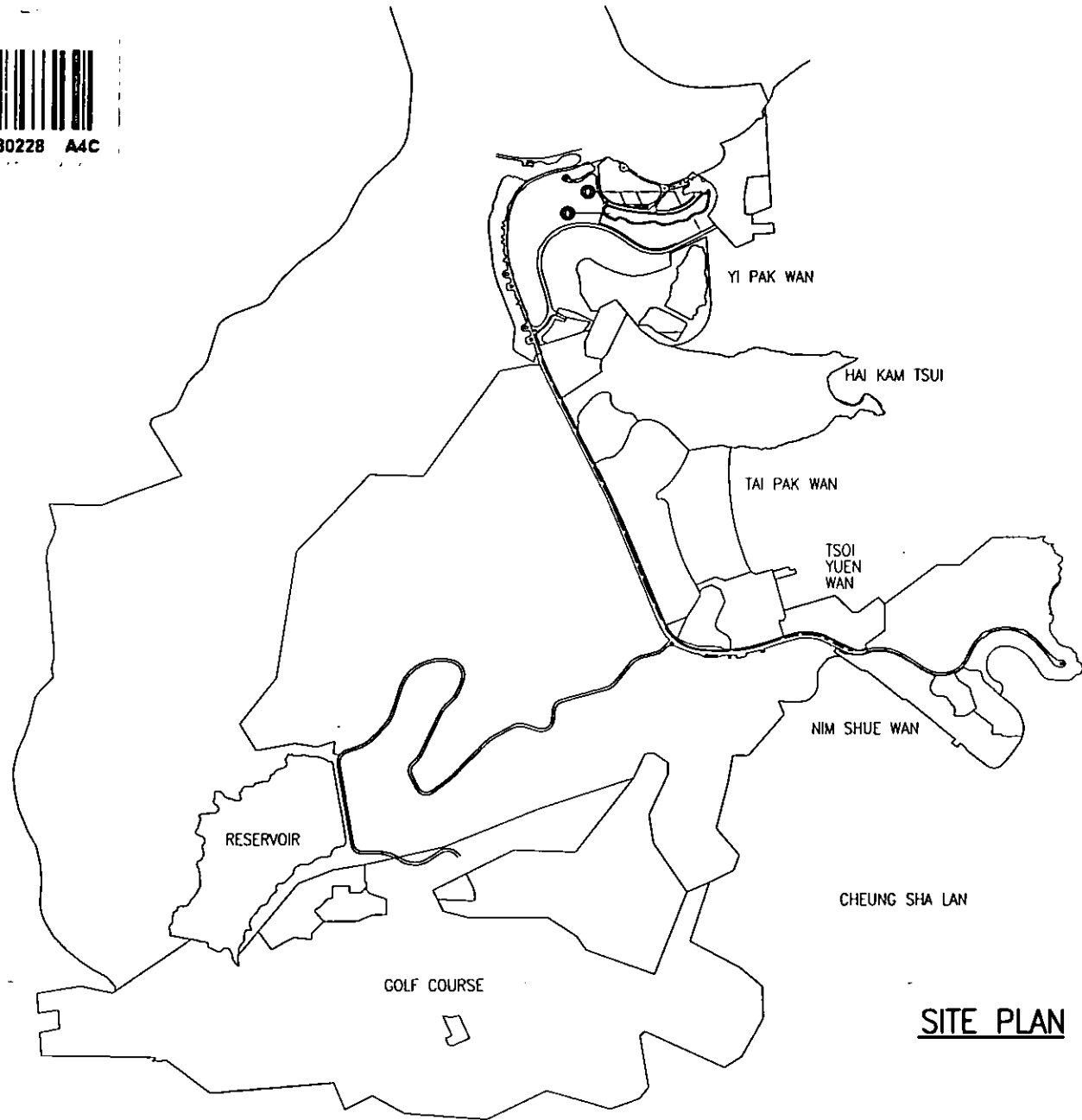
Kao, Lee & Yip
Solicitors & Notaries,
17th Floor, Gloucester Tower,
The Landmark,
Central,
Hong Kong.

Ref : K/LWY/73612/LPK/MK/bc(CV)

Y. P. Y.



註冊摘要編號 MN: 14091500580228 A4C



SITE PLAN



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

LEGEND

① PORTION

NOTES:

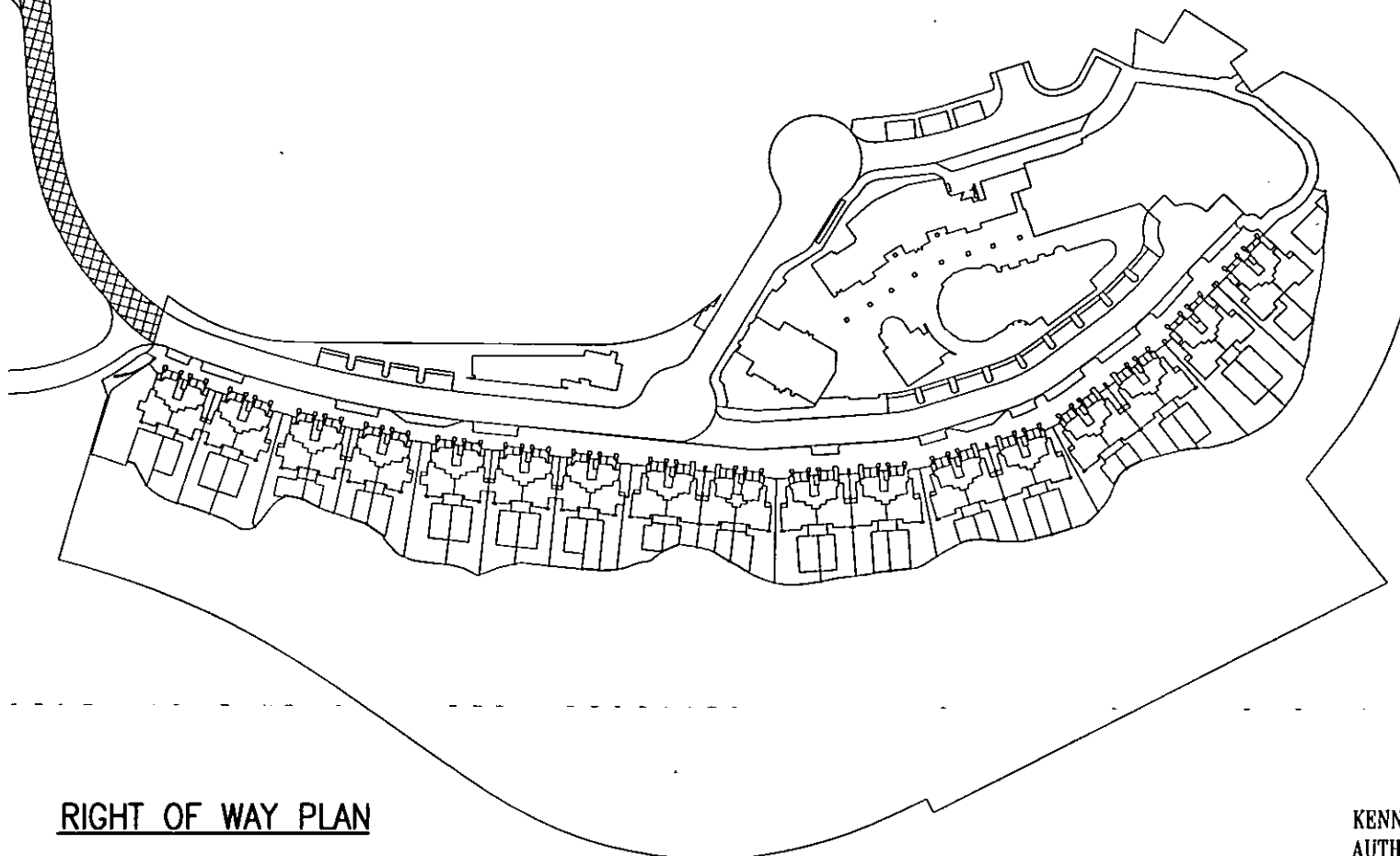
- 1. NOT TO SCALE
- 2. FOR INDICATION PURPOSE ONLY

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO,
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



註冊摘要編號 M/N: 14091500580228 A4B



RIGHT OF WAY PLAN

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO,
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND

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

LEGEND

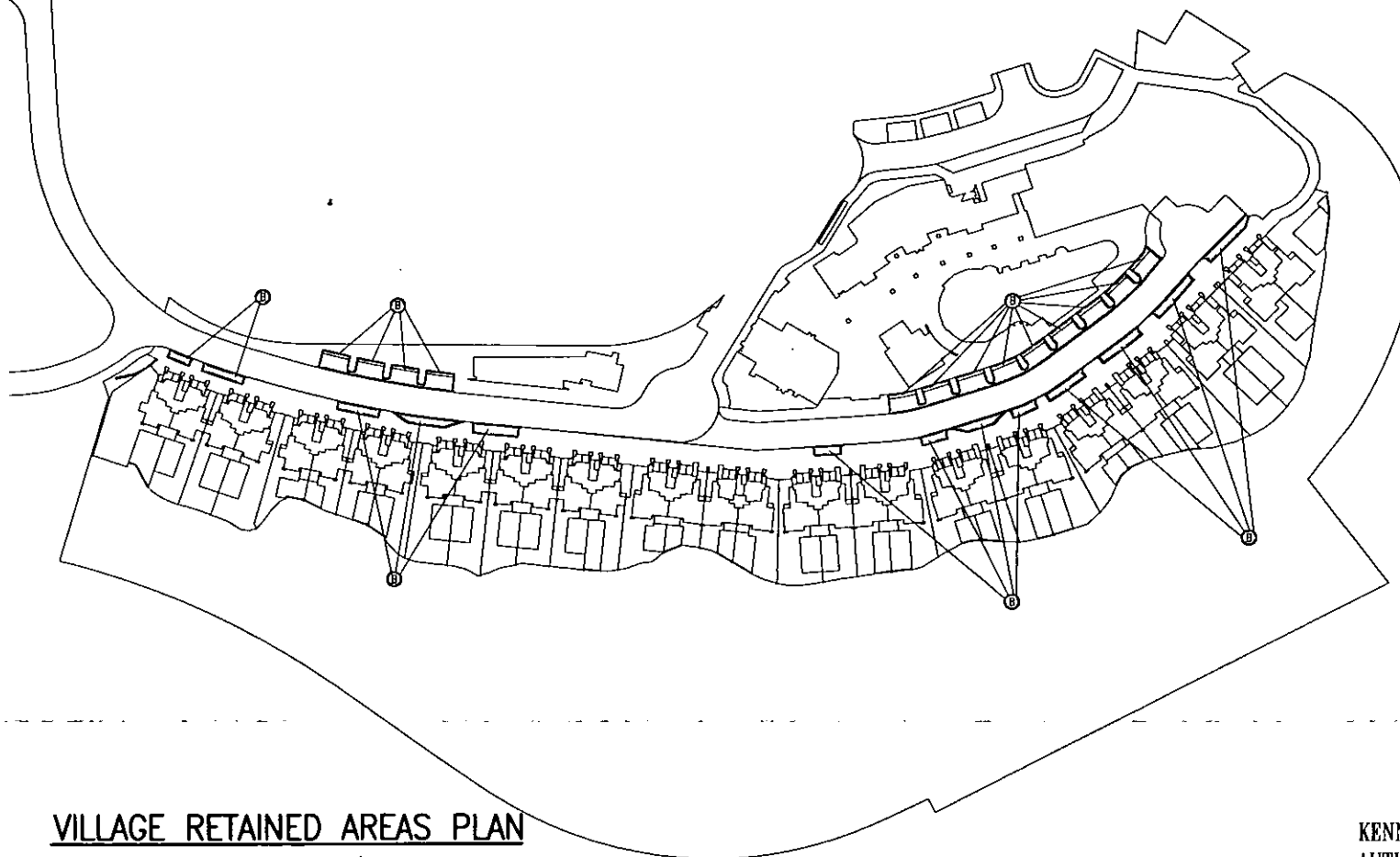
 RIGHT OF WAY

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



註冊摘要編號 MN: 14081500580228 AAC



VILLAGE RETAINED AREAS PLAN

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO,
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



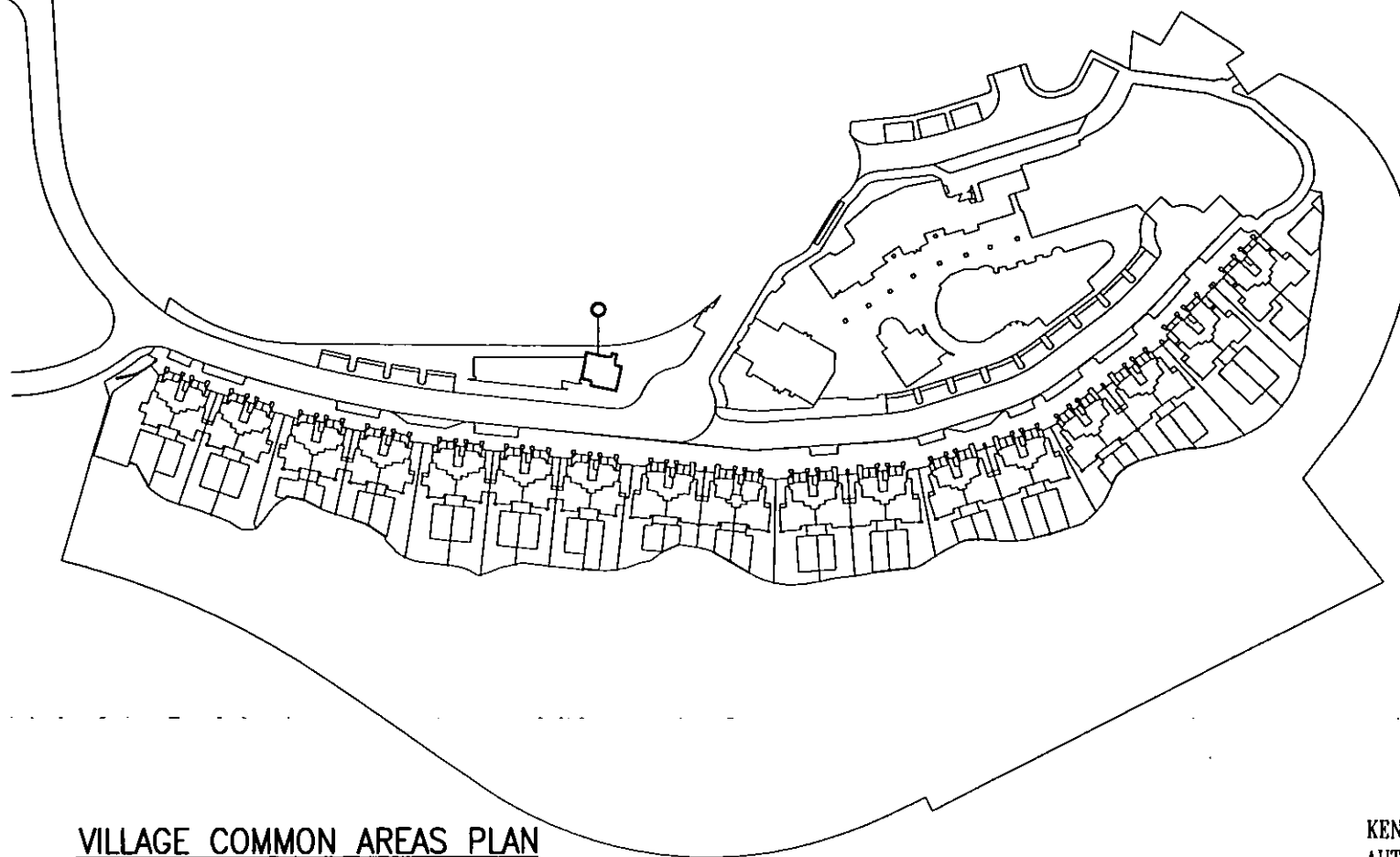
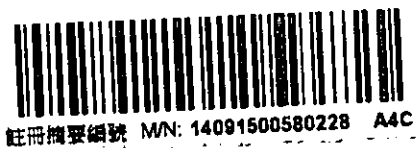
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

LEGEND

Ⓢ VILLAGE RETAINED AREAS

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



VILLAGE COMMON AREAS PLAN

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO,
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND

K.T.C.

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

LEGEND

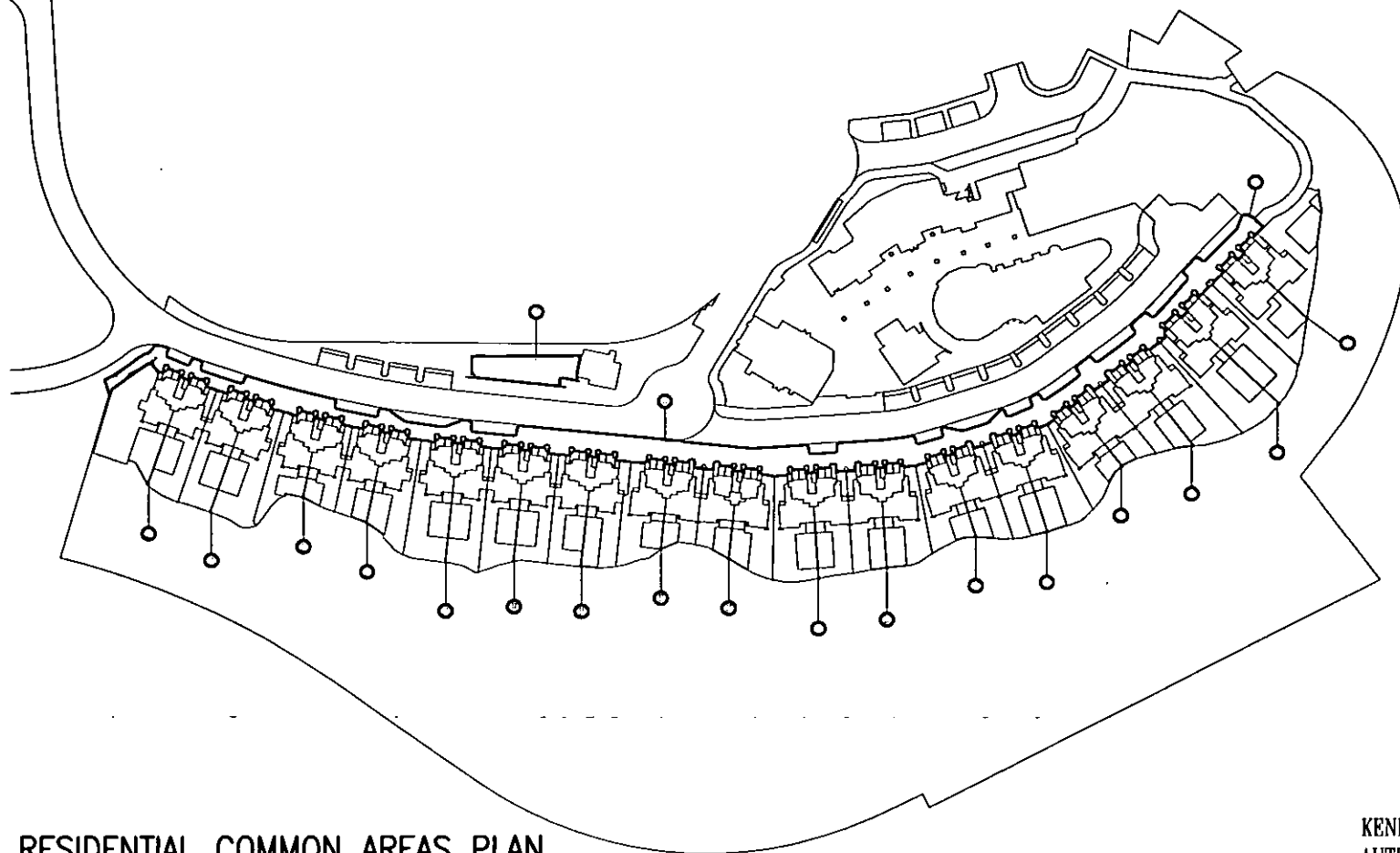
○ VILLAGE COMMON AREAS

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



註冊圖章編號 MN: 14091500580228 A4C



POSITANO RESIDENTIAL COMMON AREAS PLAN

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO,
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND

K

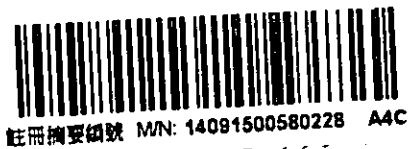
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

LEGEND

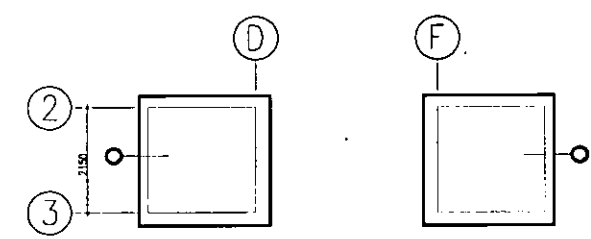
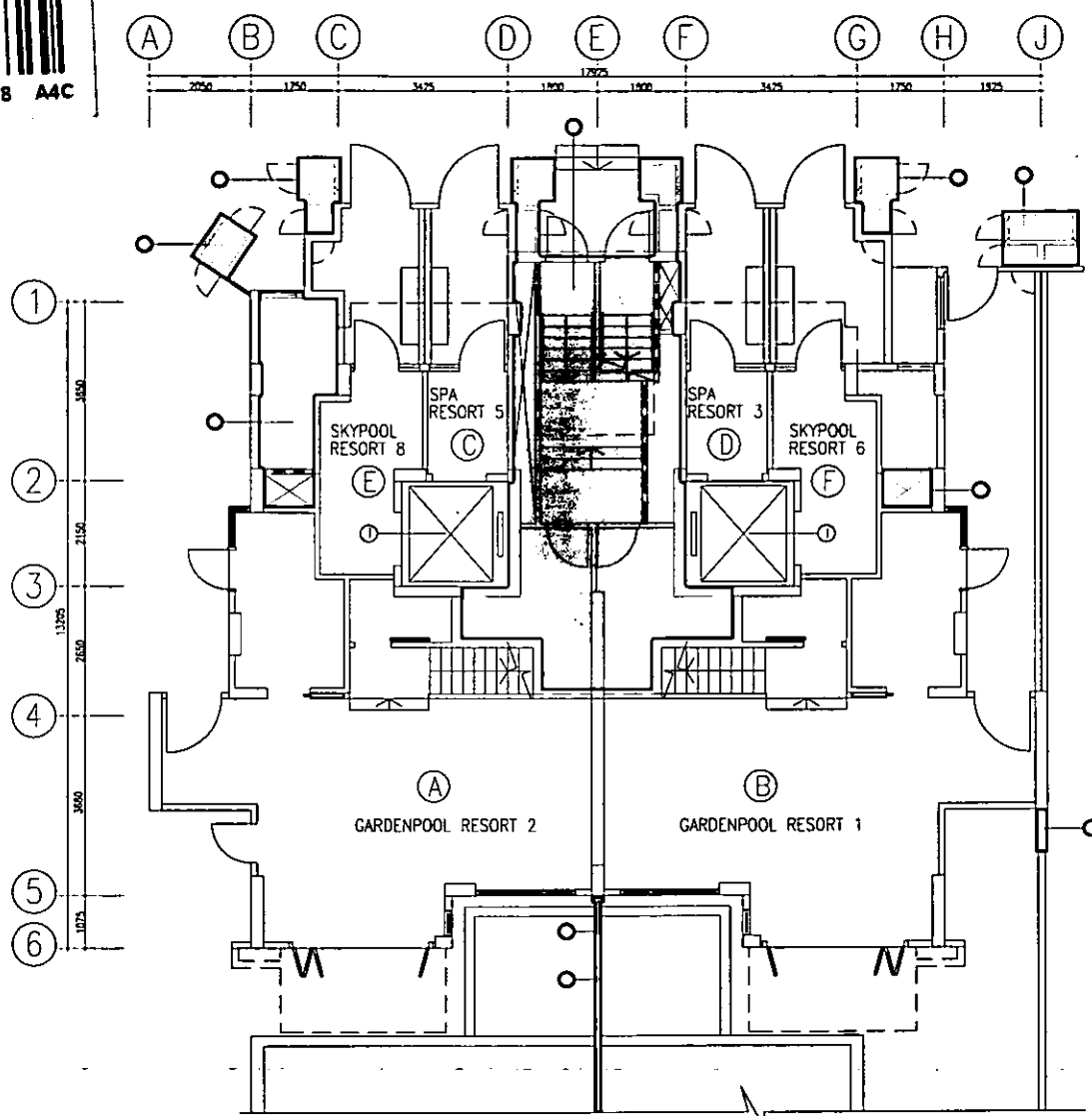
⊙ POSITANO RESIDENTIAL COMMON AREAS

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY



DATE : JANUARY 28, 2014



UNDERGROUND LIFT PIT PLAN

I hereby certify the accuracy of the plan

K

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

- LEGEND:
- POSITANO
RESIDENTIAL COMMON AREAS
 - ① UPPER FLOOR
COMMON AREAS
 - ② PRE-FABRICATED
NON-STRUCTURAL EXTERNAL WALL
 - ③ BALCONY (NON-ENCLOSED)
 - ④ UTILITY PLATFORM (NON-ENCLOSED)

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

GROUND FLOOR PLAN - BLOCK L1 (9 CAPE LAGOON)

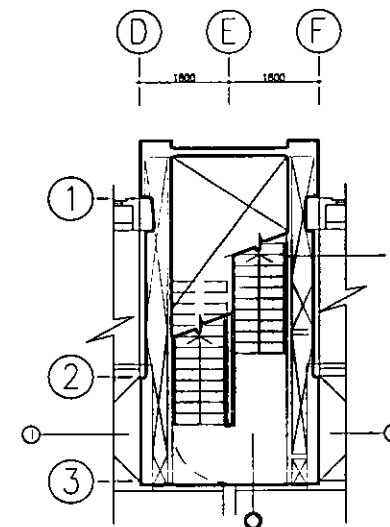
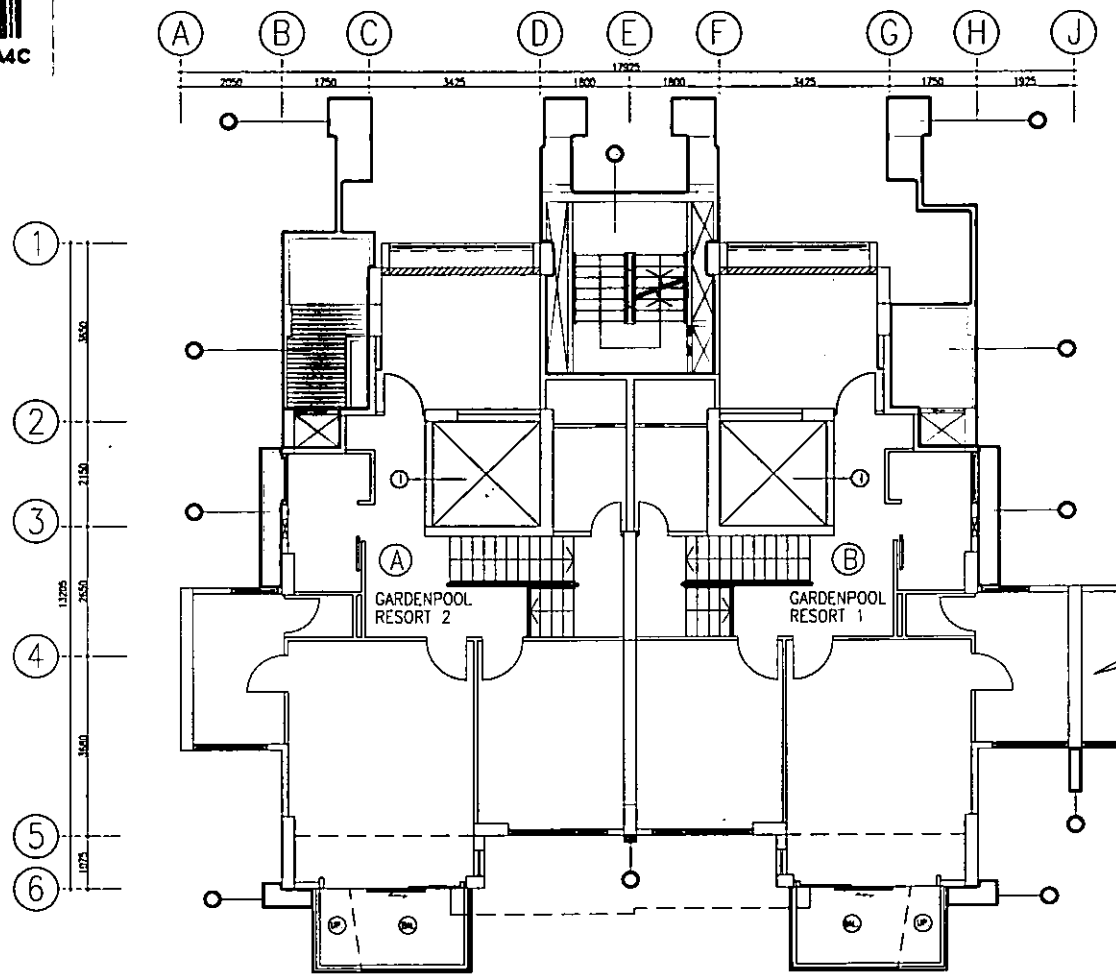
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



註冊摘要編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



PART PLAN OF STAIRCASE

I hereby certify the accuracy of the plan

K

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

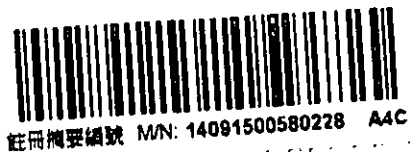
NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

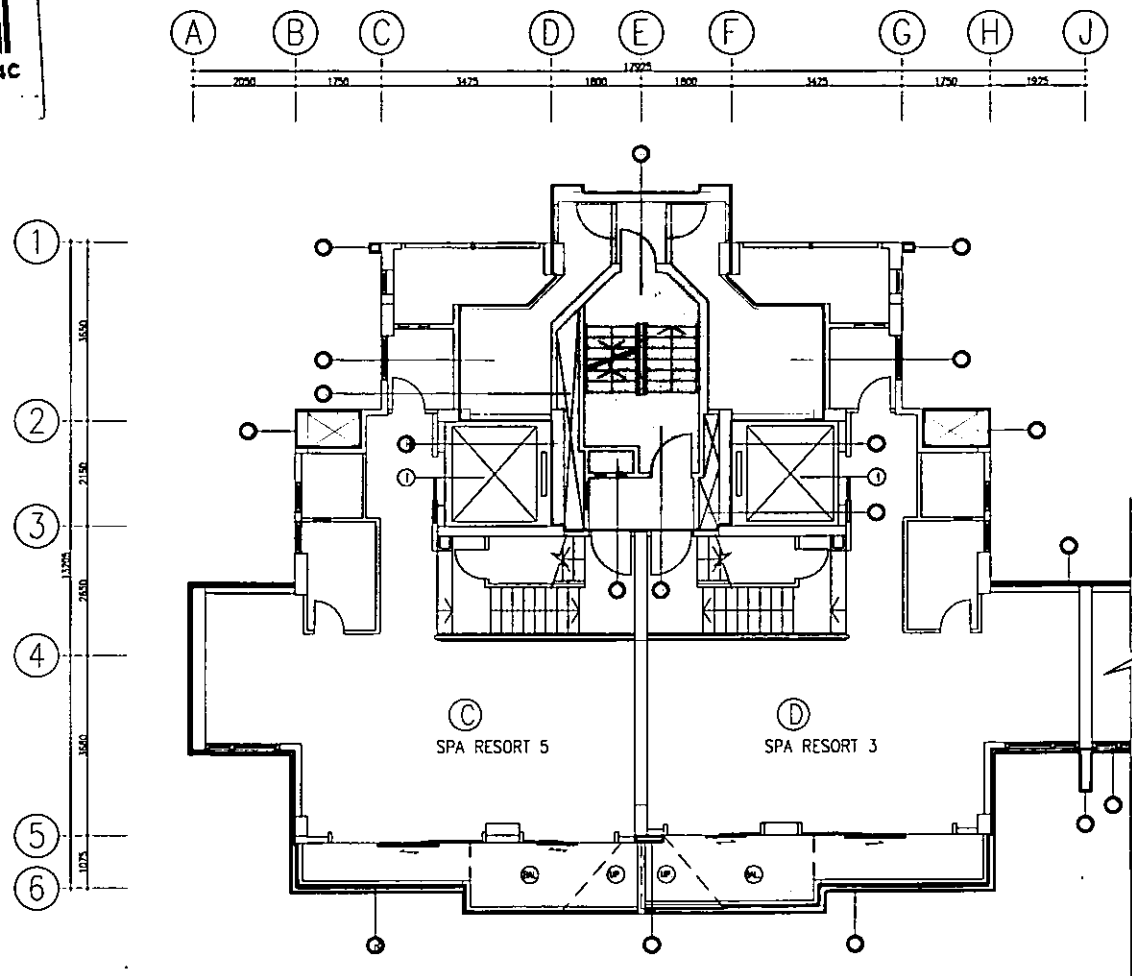
1ST FLOOR PLAN - BLOCK L1 (9 CAPE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan



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

2ND FLOOR PLAN - BLOCK L1 & L3
(9 CAPE LAGOON & 6 CAPE LAGOON)

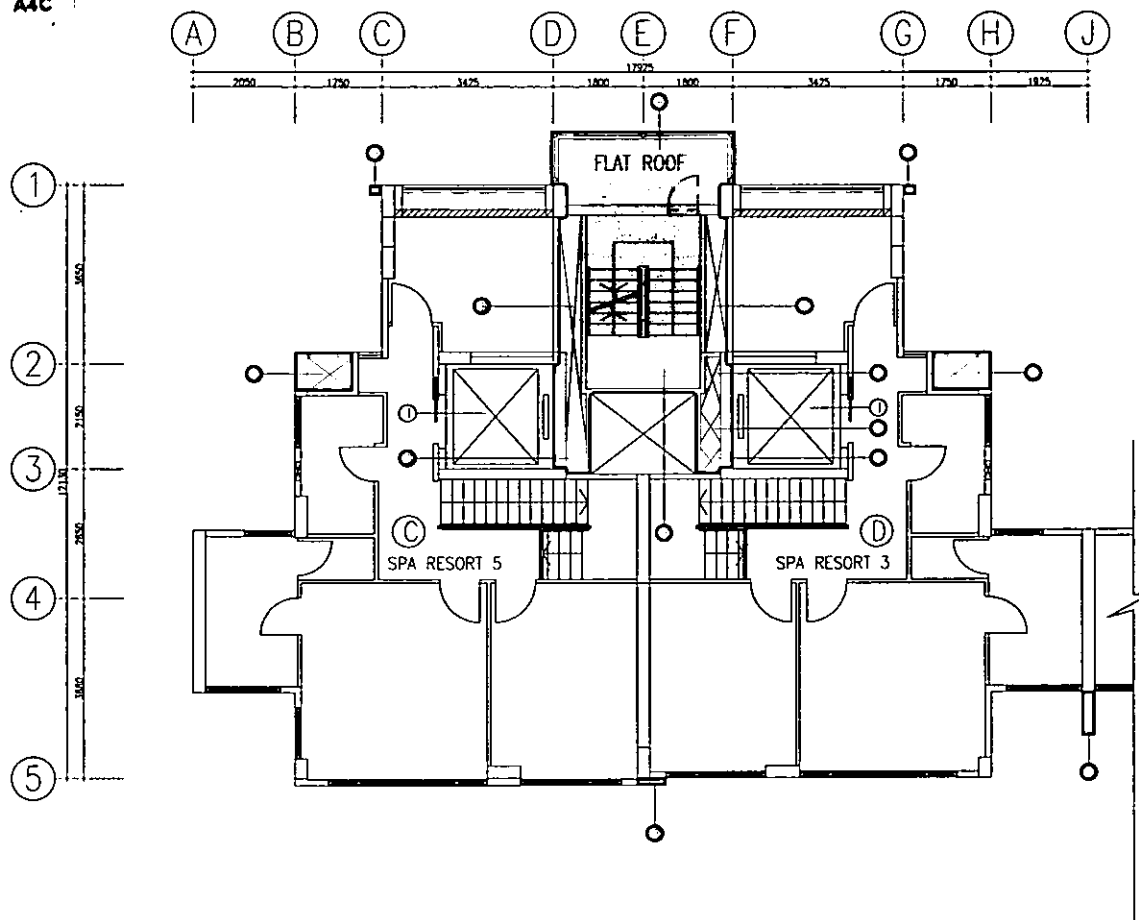
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



註冊編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



3RD FLOOR PLAN - BLOCK L1 & L3
(9 CAPE LAGOON & 6 CAPE LAGOON)

I hereby certify the accuracy of the plan

[Signature]

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

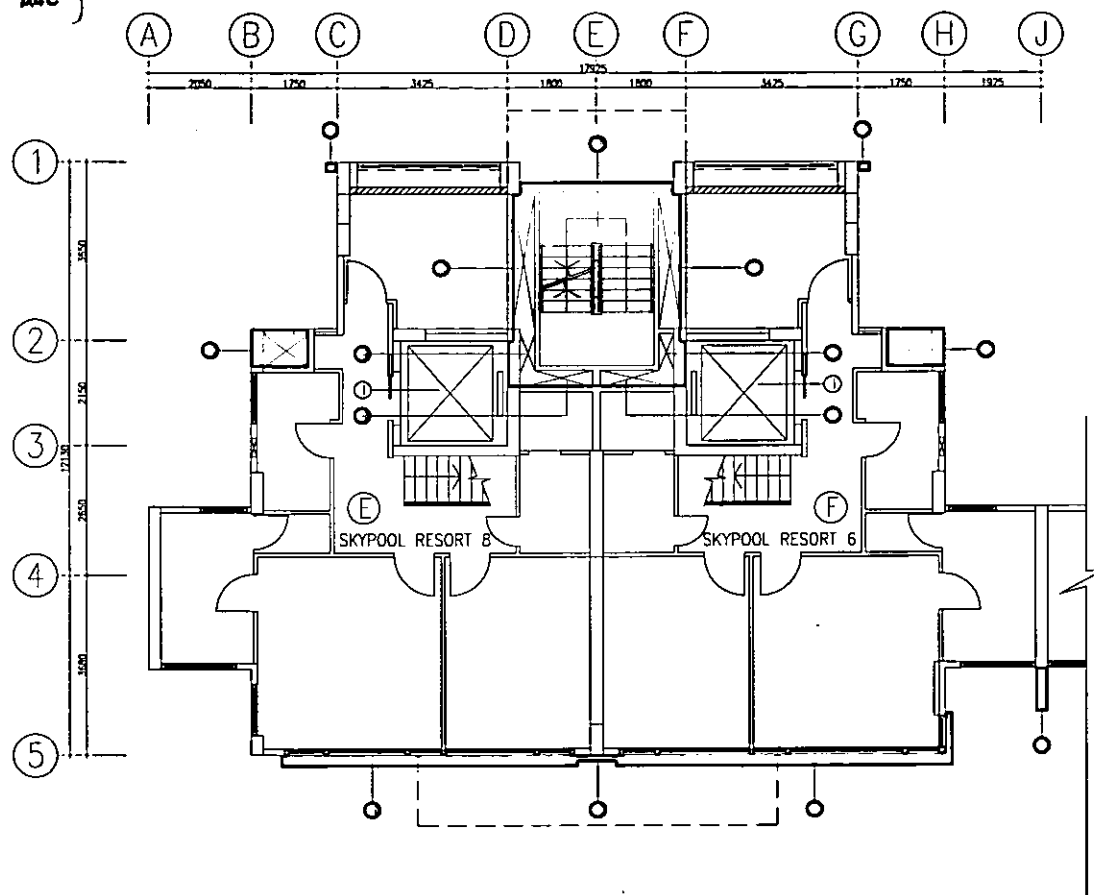
1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



**5TH FLOOR PLAN - BLOCK L1 & L3
(9 CAPE LAGOON & 6 CAPE LAGOON)**

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan

K

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

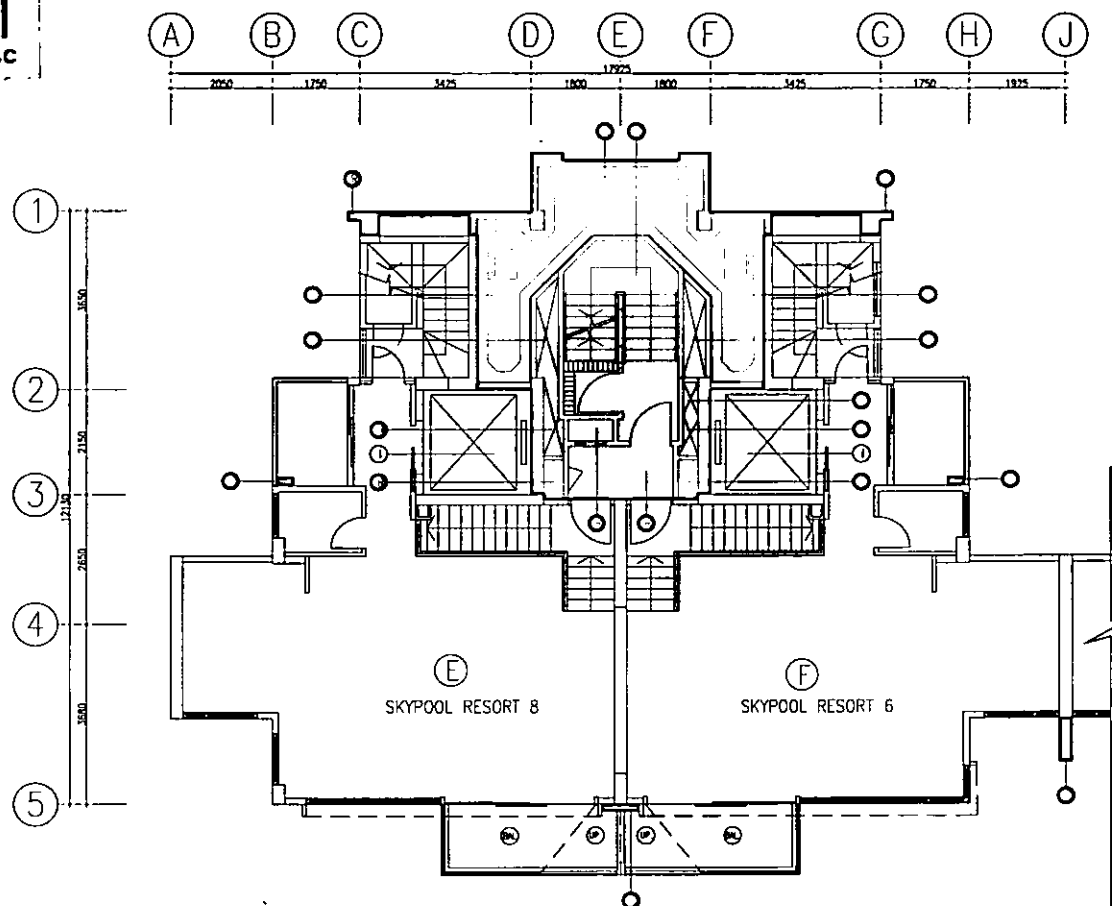
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



註冊摘要編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



**6TH FLOOR PLAN - BLOCK L1 & L3
(9 CAPE LAGOON & 6 CAPE LAGOON)**

I hereby certify the accuracy of the plan

K.

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

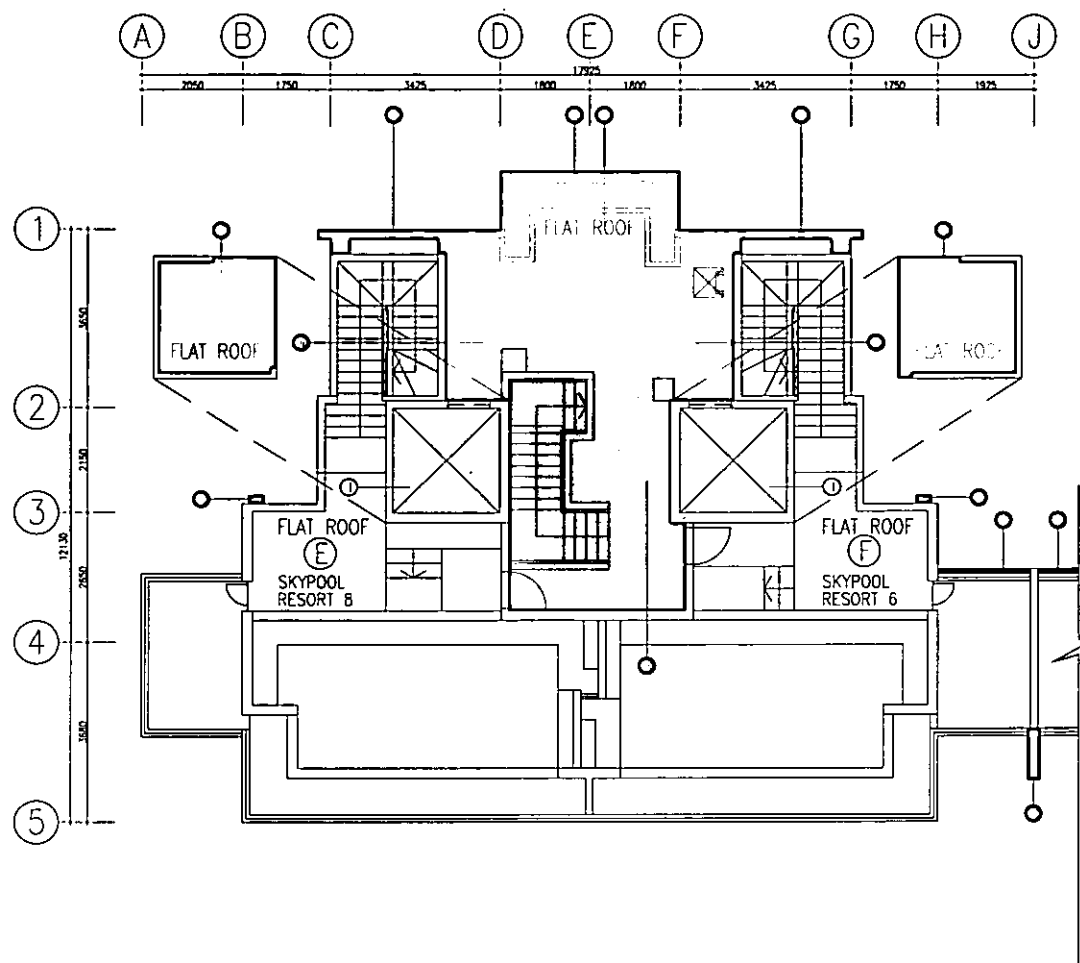
1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



ROOF PLAN - BLOCK L1 & L3
(9 CAPE LAGOON & 6 CAPE LAGOON)

I hereby certify the accuracy of the plan

K

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

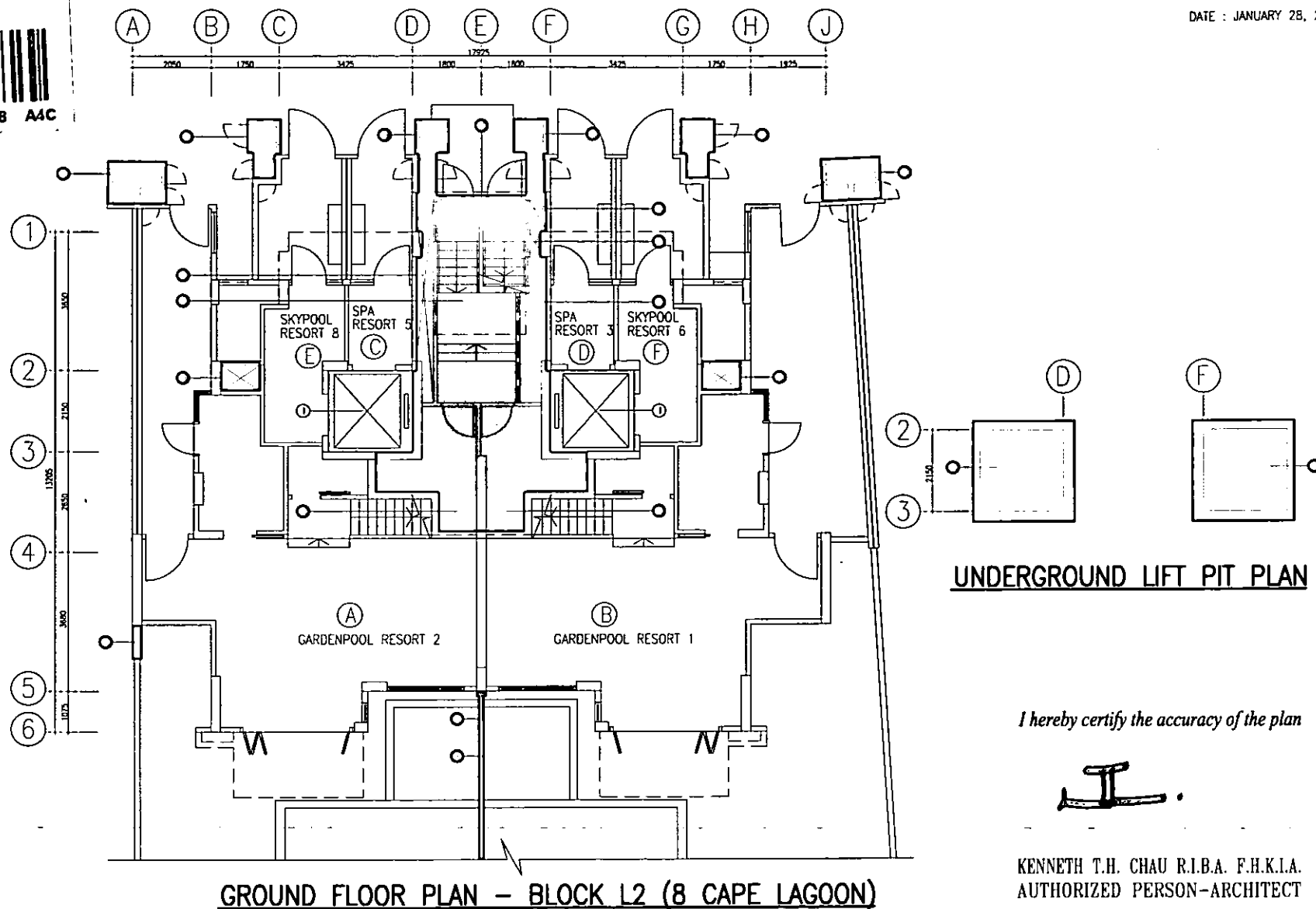
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



註冊編號 M/N: 14091500580228 AAC

DATE : JANUARY 28, 2014



LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan

[Signature]

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

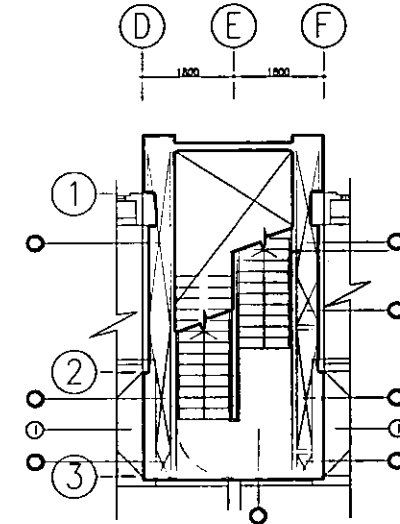
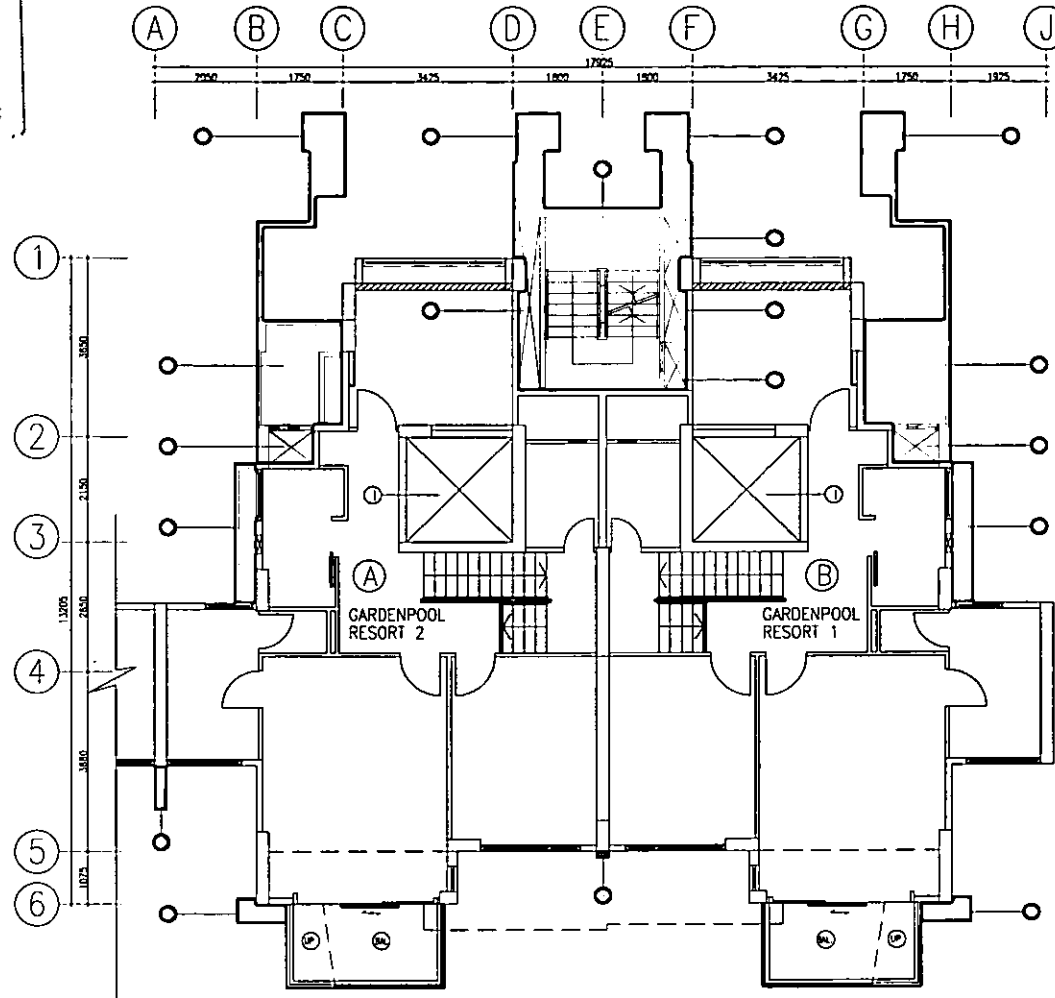
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



註冊編號 M/N: 14091500580228 AAC

DATE : JANUARY 28, 2014



PART PLAN OF STAIRCASE

I hereby certify the accuracy of the plan



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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

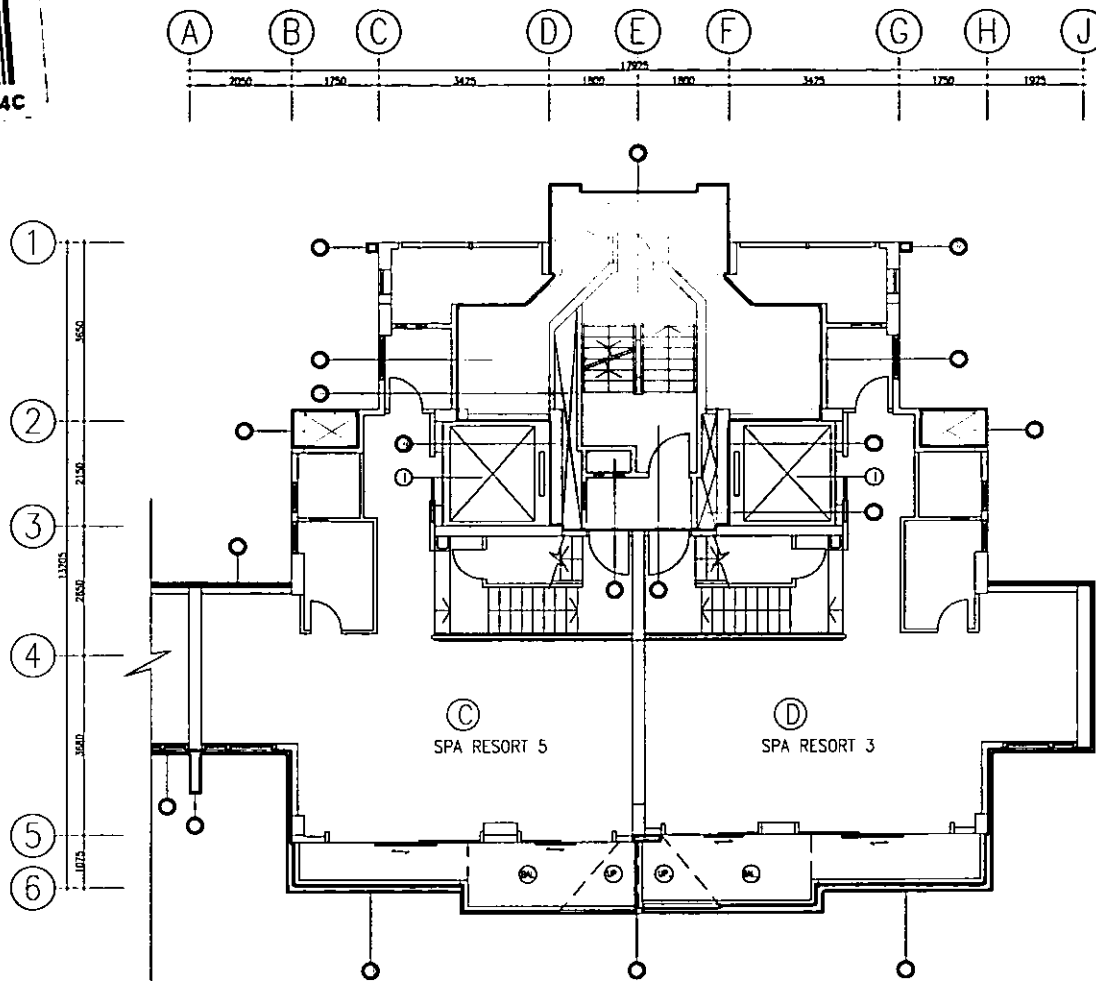
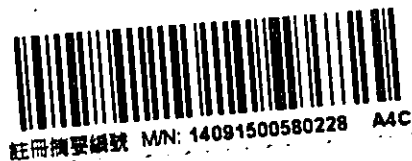
NOTES:

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**1ST FLOOR PLAN - BLOCK L2 & L5
(8 CAPE LAGOON & 5 CAPE LAGOON)**

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



**2ND FLOOR PLAN – BLOCK L2 & L5
(8 CAPE LAGOON & 5 CAPE LAGOON)**

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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2. FOR INDICATION PURPOSE ONLY

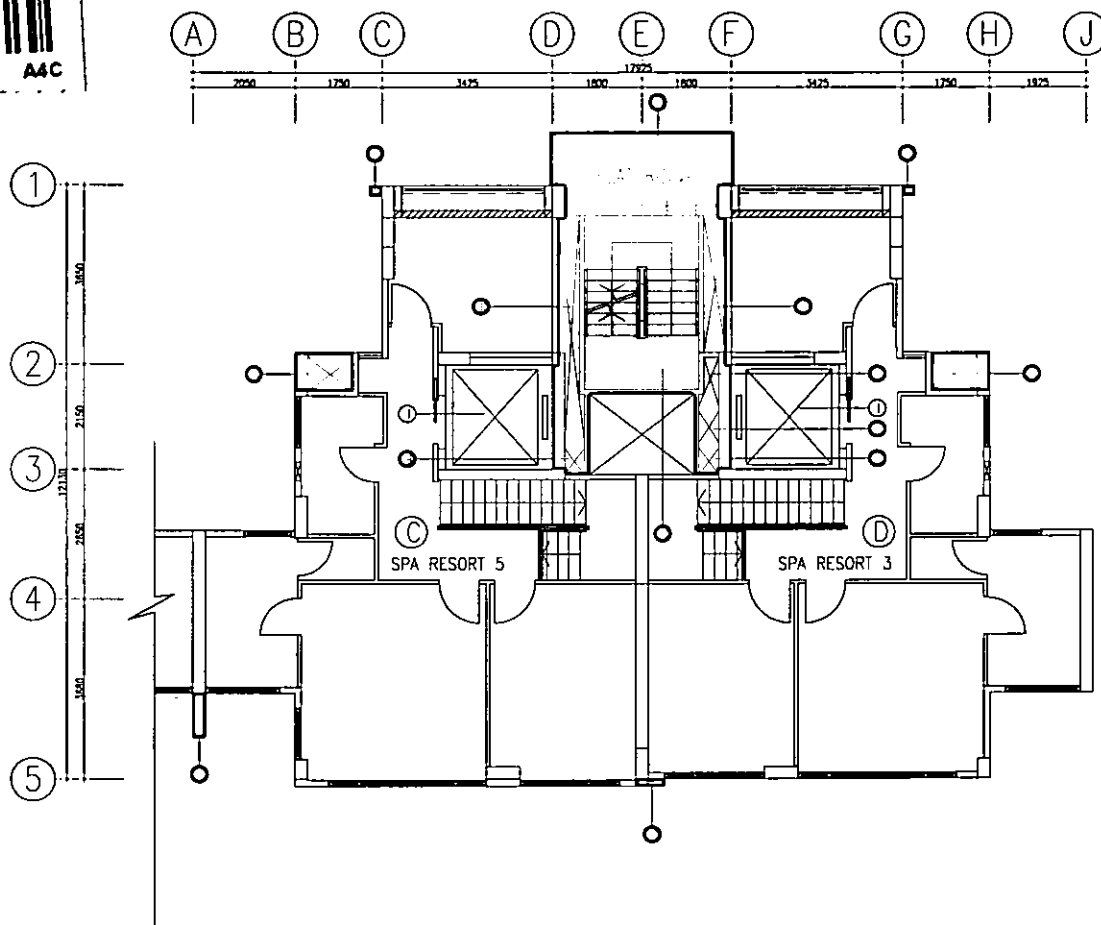
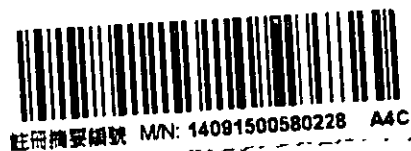
I hereby certify the accuracy of the plan

K.

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

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



**3RD FLOOR PLAN - BLOCK L2 & L5
(8 CAPE LAGOON & 5 CAPE LAGOON)**

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

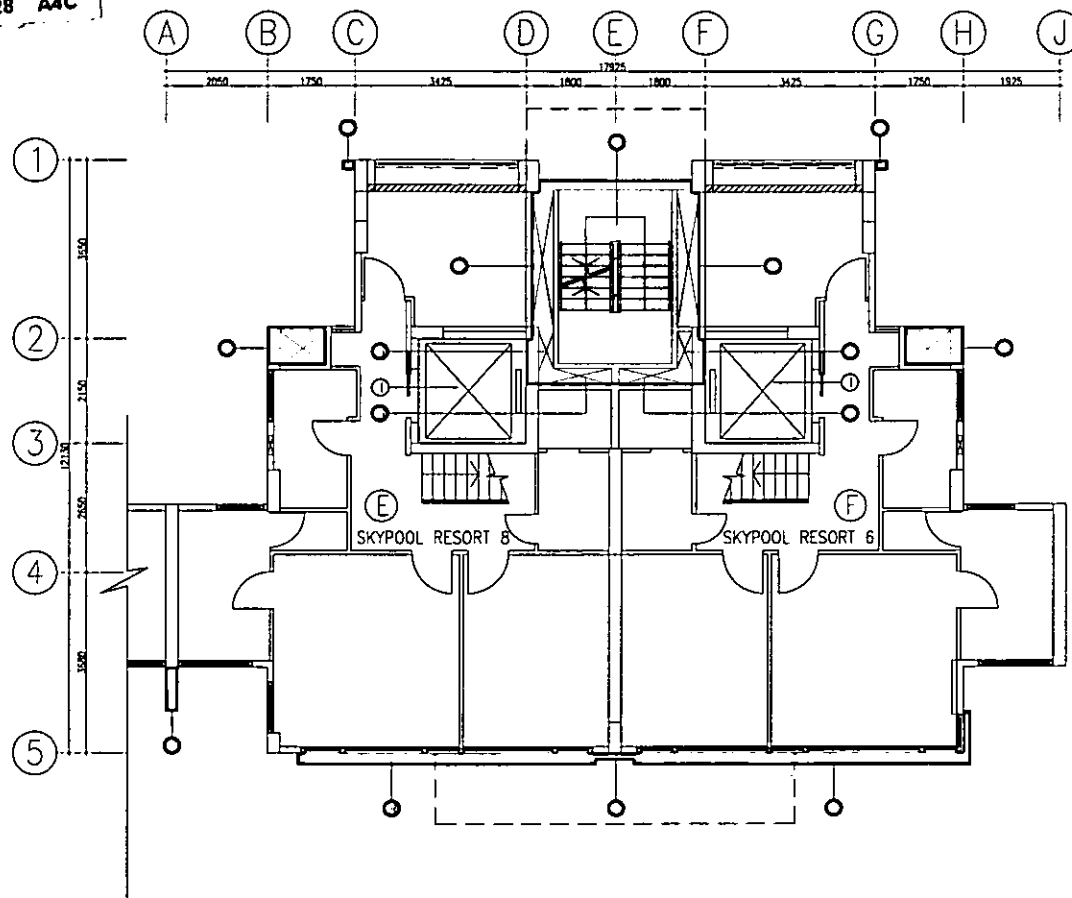
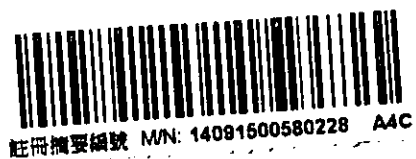
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KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

**RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND**



**5TH FLOOR PLAN - BLOCK L2 & L5
(8 CAPE LAGOON & 5 CAPE LAGOON)**

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊖ BALCONY (NON-ENCLOSED)
- ⊕ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan

[Signature]

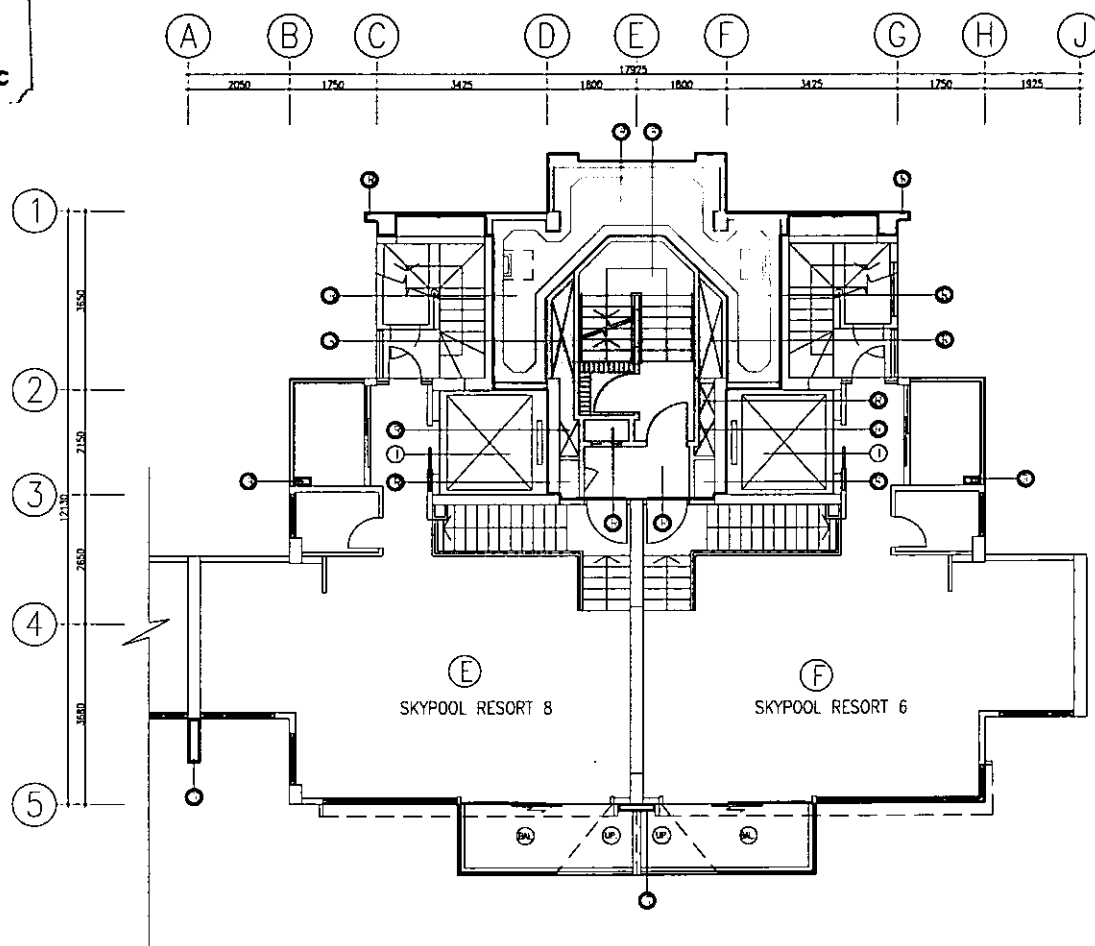
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

**RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
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DISCOVERY BAY, LANTAU ISLAND**



註冊摘要編號 MN: 14091500580228 A4C



LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

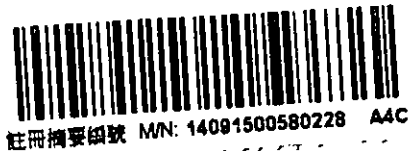
6TH FLOOR PLAN - BLOCK L2 & L5
(8 CAPE LAGOON & 5 CAPE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

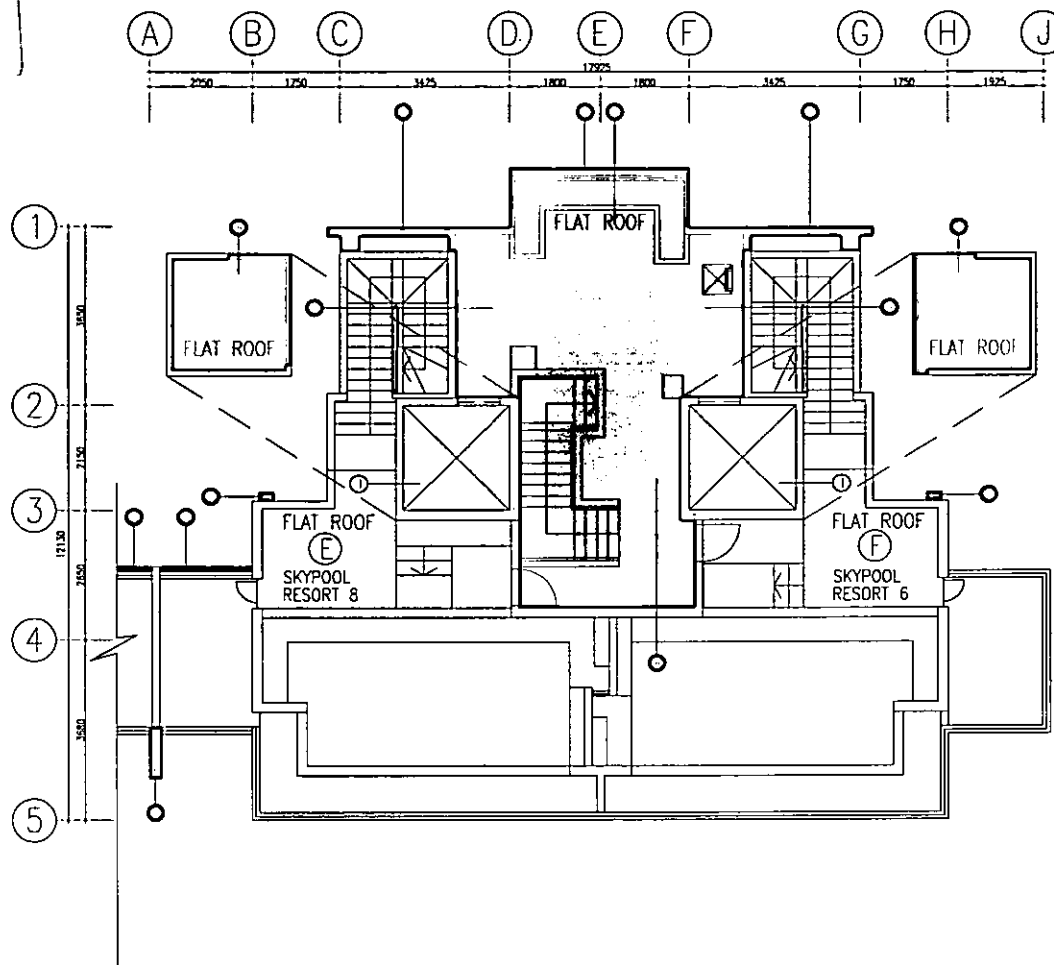
RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
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 DISCOVERY BAY, LANTAU ISLAND

I hereby certify the accuracy of the plan

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



DATE : JANUARY 28, 2014



ROOF PLAN - BLOCK L2 & L5
(8 CAPE LAGOON & 5 CAPE LAGOON)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

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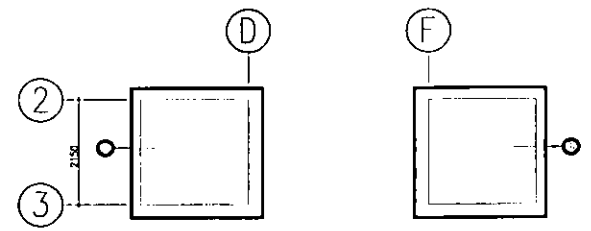
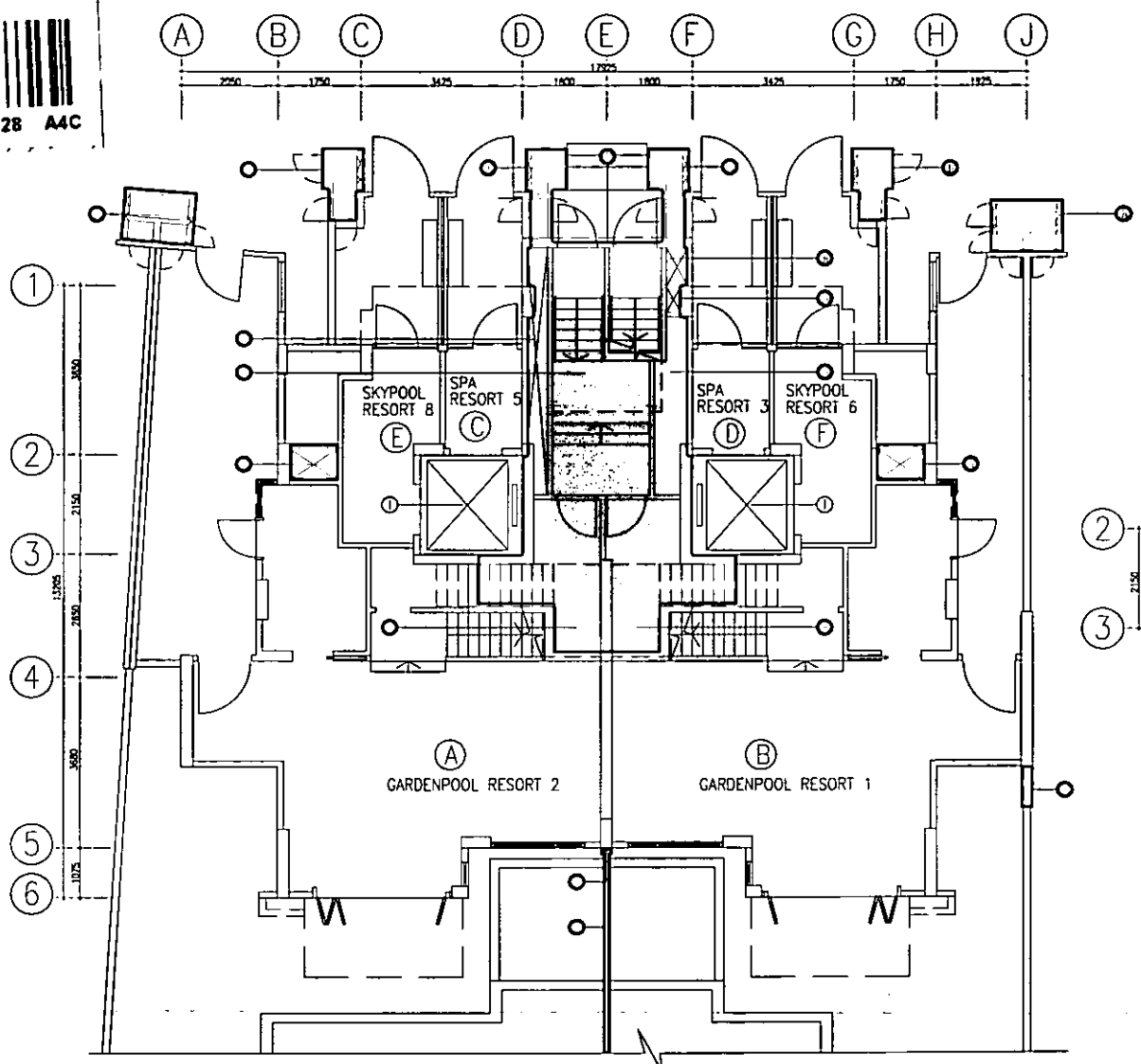
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



UNDERGROUND LIFT PIT PLAN

- LEGEND:
- POSITANO RESIDENTIAL COMMON AREAS
 - ① UPPER FLOOR COMMON AREAS
 - ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
 - ⊕ BALCONY (NON-ENCLOSED)
 - ⊙ UTILITY PLATFORM (NON-ENCLOSED)
- NOTES:
1. NOT TO SCALE
 2. FOR INDICATION PURPOSE ONLY

GROUND FLOOR PLAN - BLOCK L3 (6 CAPE LAGOON)

I hereby certify the accuracy of the plan

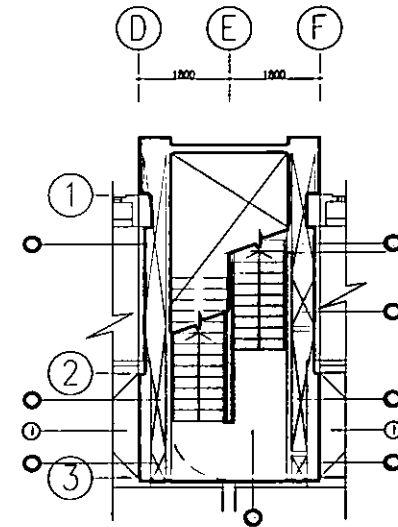
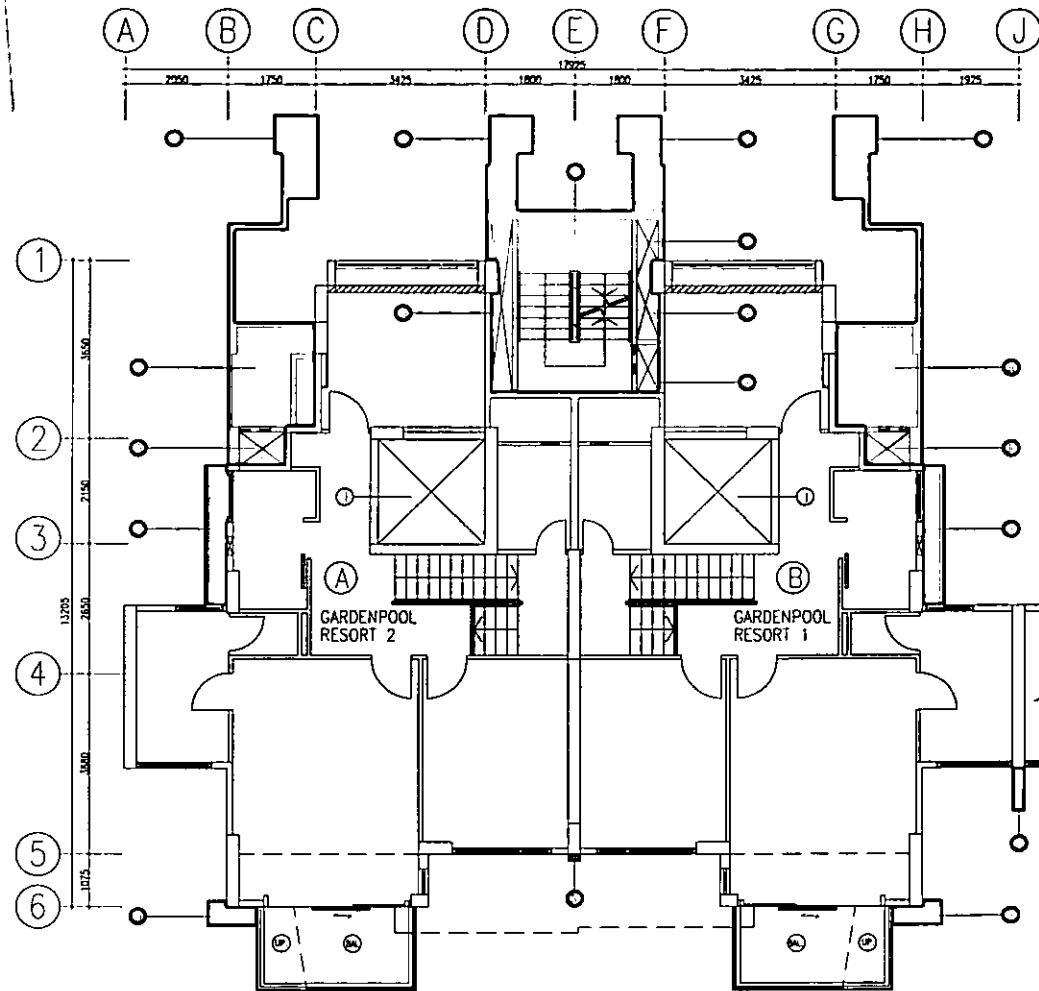
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



PART PLAN OF STAIRCASE

I hereby certify the accuracy of the plan

K

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

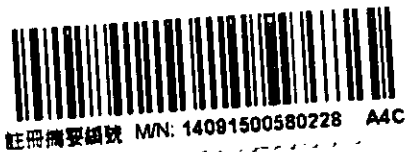
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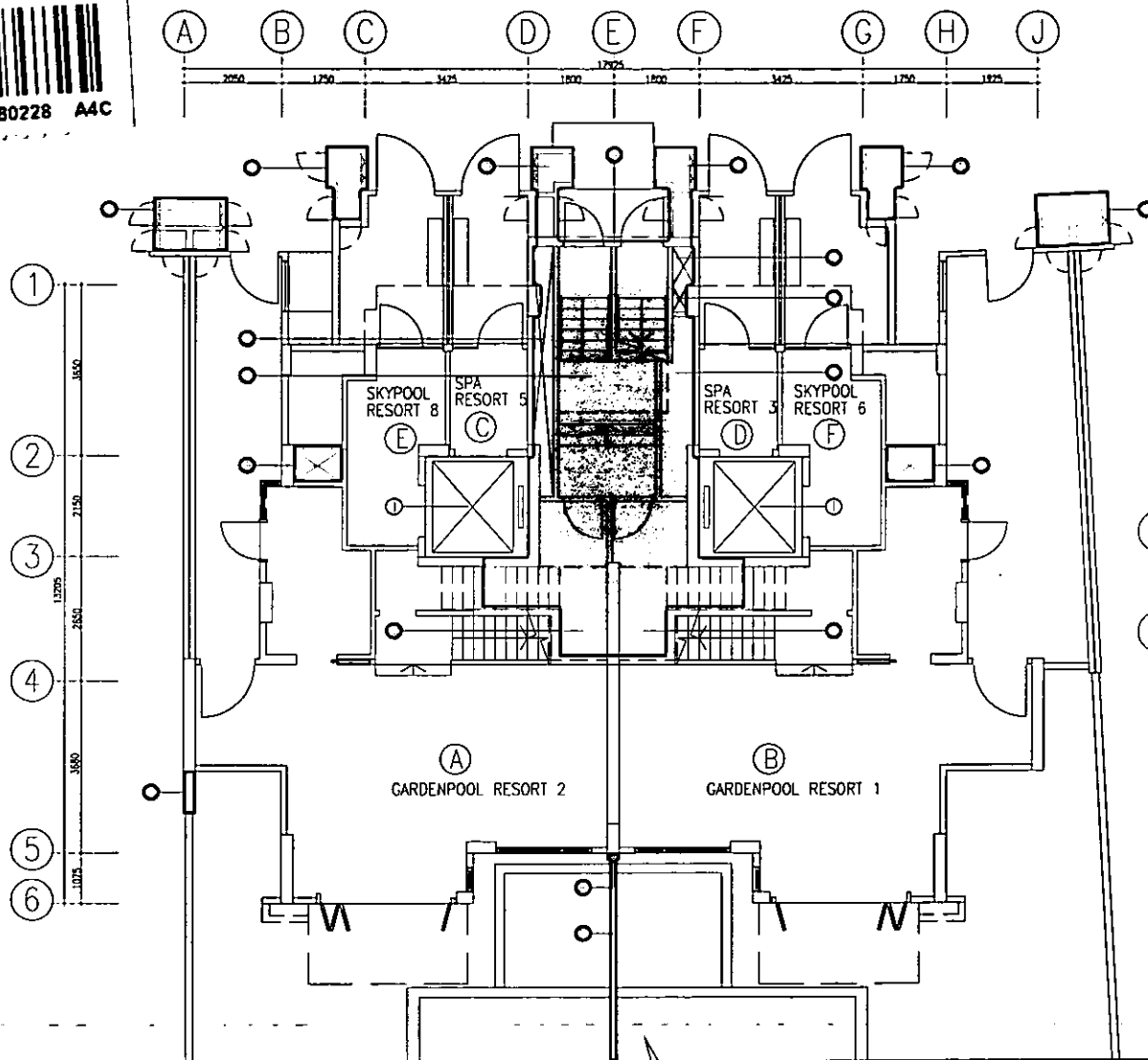
1ST FLOOR PLAN - BLOCK L3 (6 CAPE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

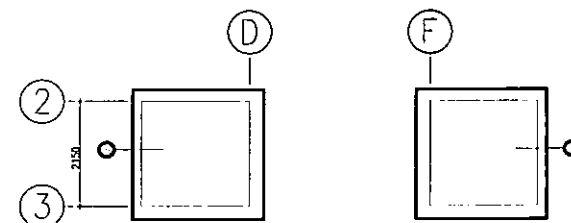
RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L5 (5 CAPE LAGOON)



UNDERGROUND LIFT PIT PLAN

I hereby certify the accuracy of the plan

K

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

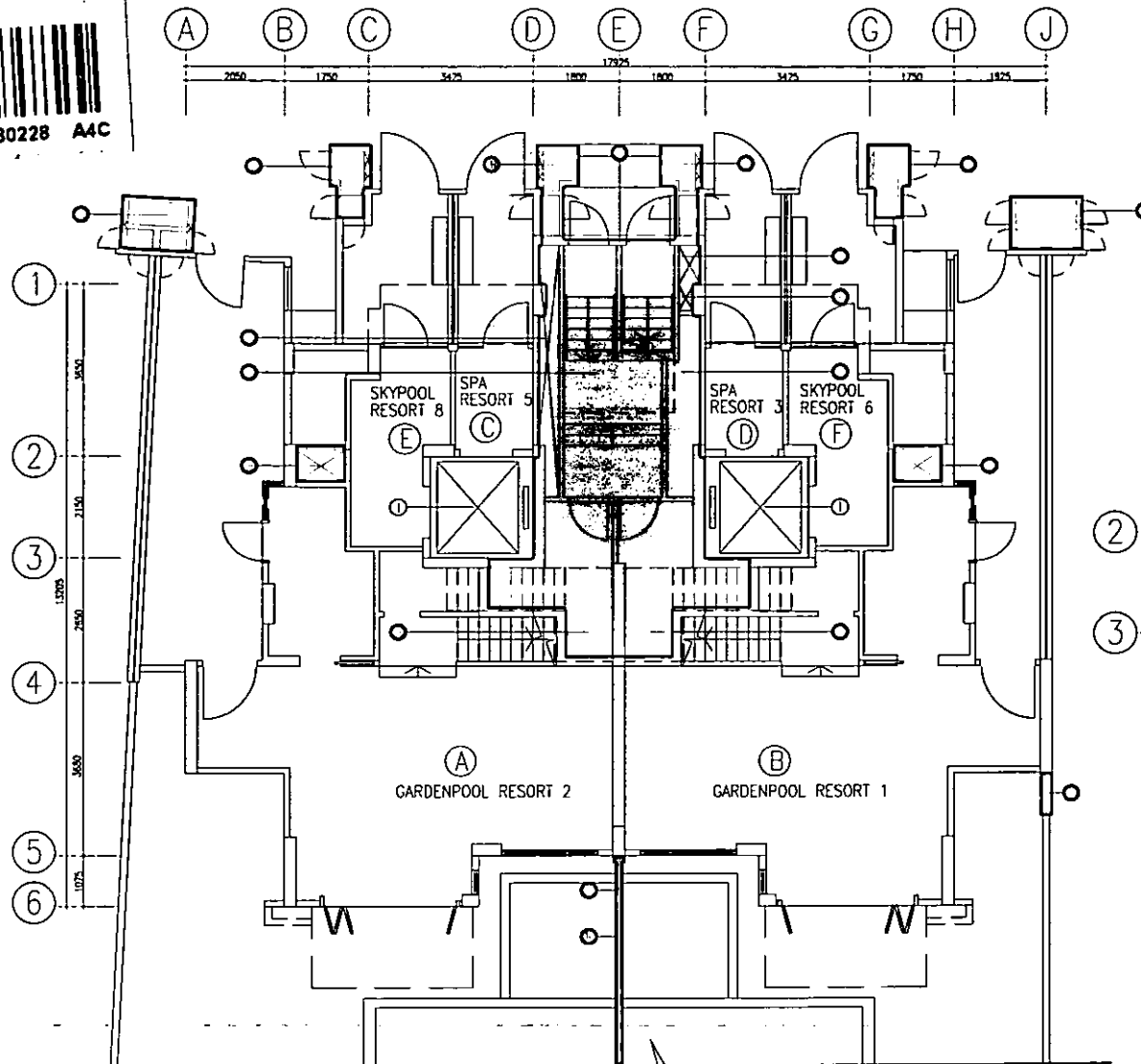
1. NOT TO SCALE
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PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

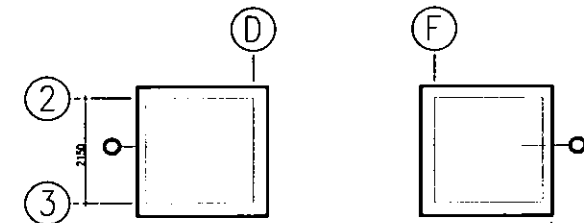
RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L6 (3 CAPE LAGOON)



UNDERGROUND LIFT PIT PLAN

I hereby certify the accuracy of the plan

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

LEGEND:

- POSITANO
RESIDENTIAL COMMON AREAS
- UPPER FLOOR
COMMON AREAS
- PRE-FABRICATED
NON-STRUCTURAL EXTERNAL WALL
- BALCONY (NON-ENCLOSED)
- UTILITY PLATFORM (NON-ENCLOSED)

NOTES:
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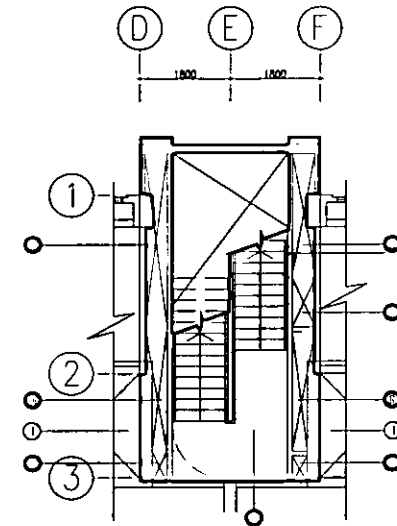
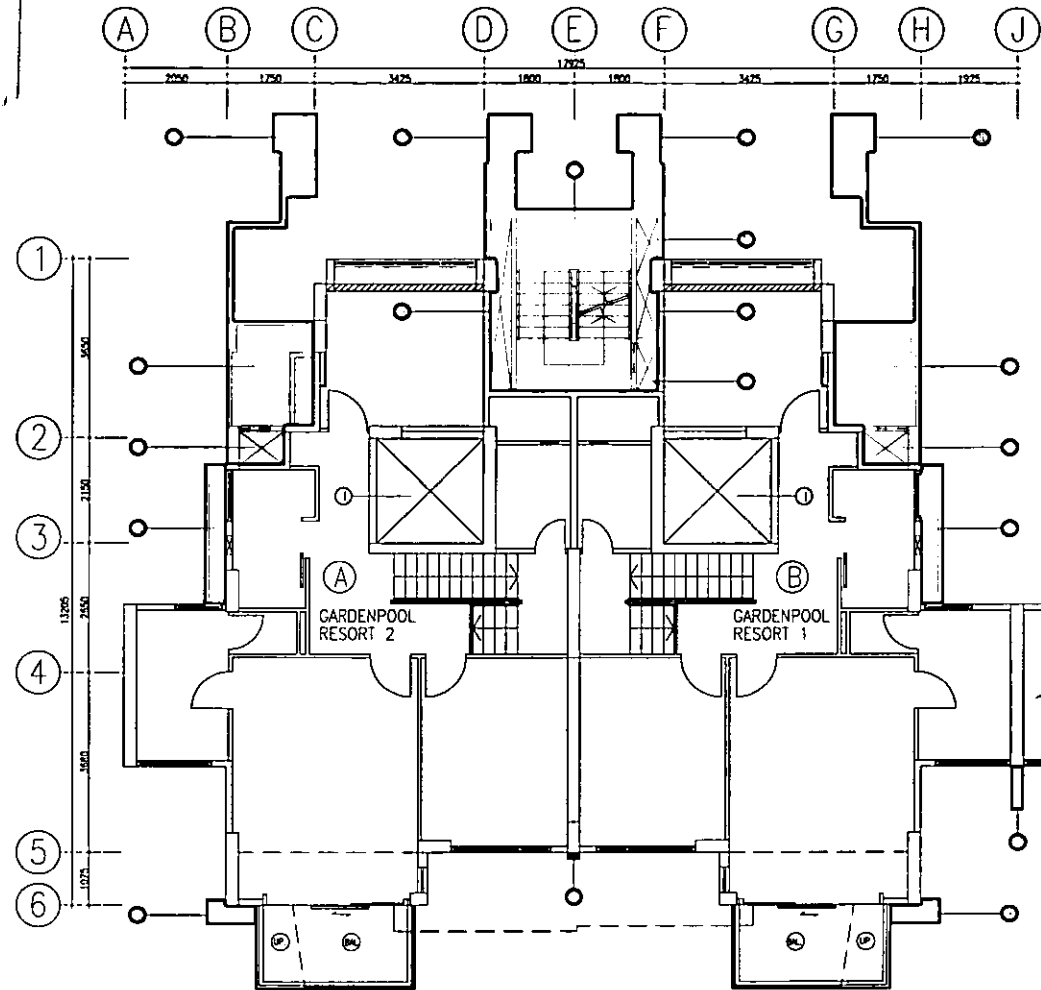
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
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DISCOVERY BAY, LANTAU ISLAND



註冊編號 MN: 14091500580228 A4C

DATE : JANUARY 28, 2014



PART PLAN OF STAIRCASE

I hereby certify the accuracy of the plan

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
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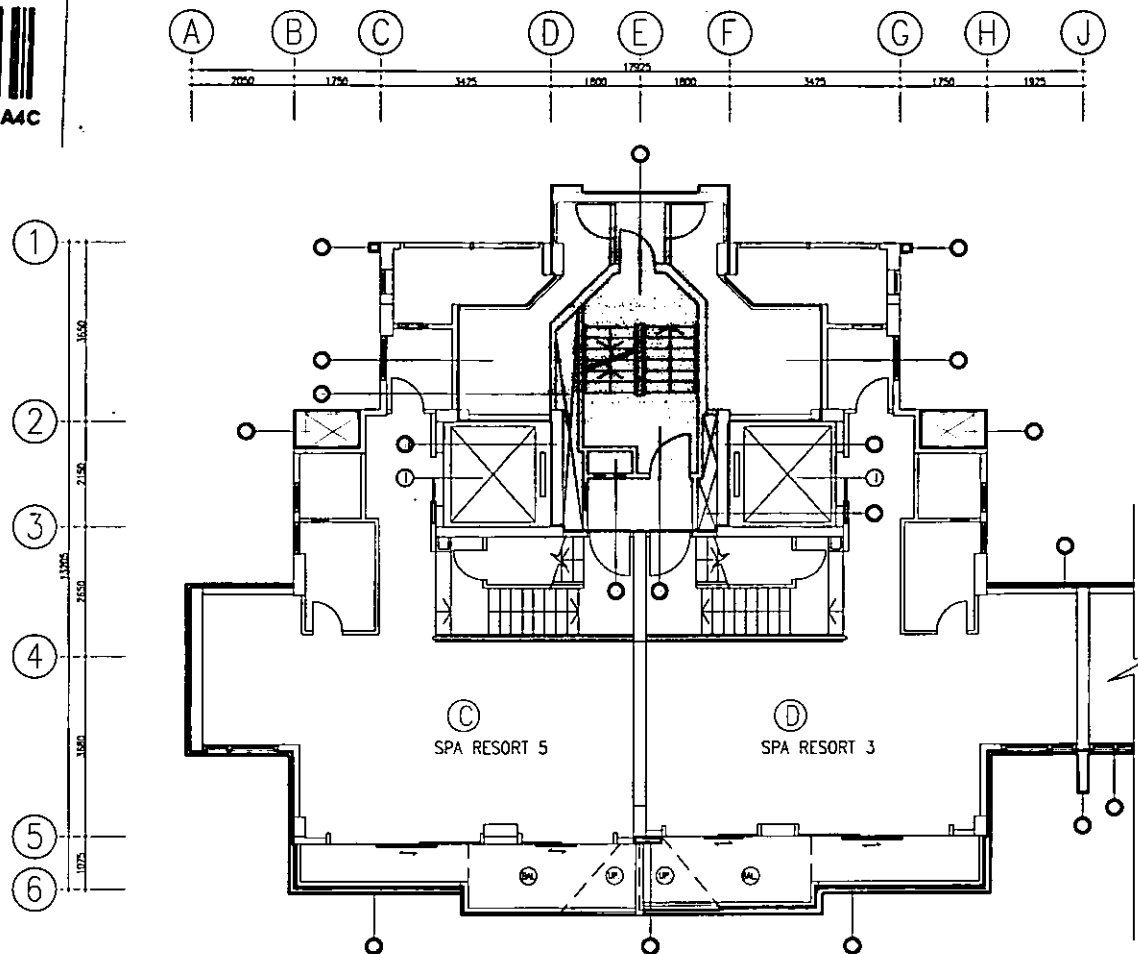
1ST FLOOR PLAN - BLOCK L6 (3 CAPE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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註冊編號 MN: 14091500580228 AAC



LEGEND:

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- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

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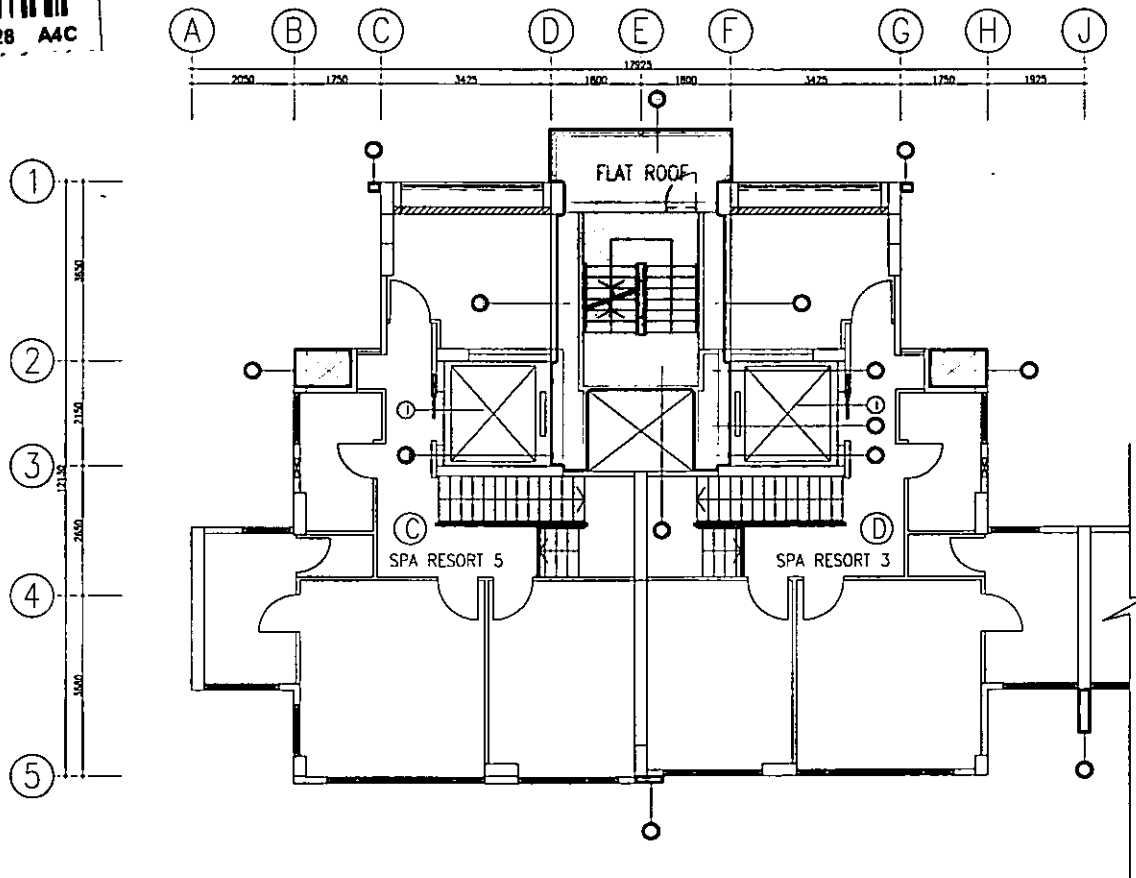
2ND FLOOR PLAN - BLOCK L6 (3 CAPE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND

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



3RD FLOOR PLAN - BLOCK L6 (3 CAPE LAGOON)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

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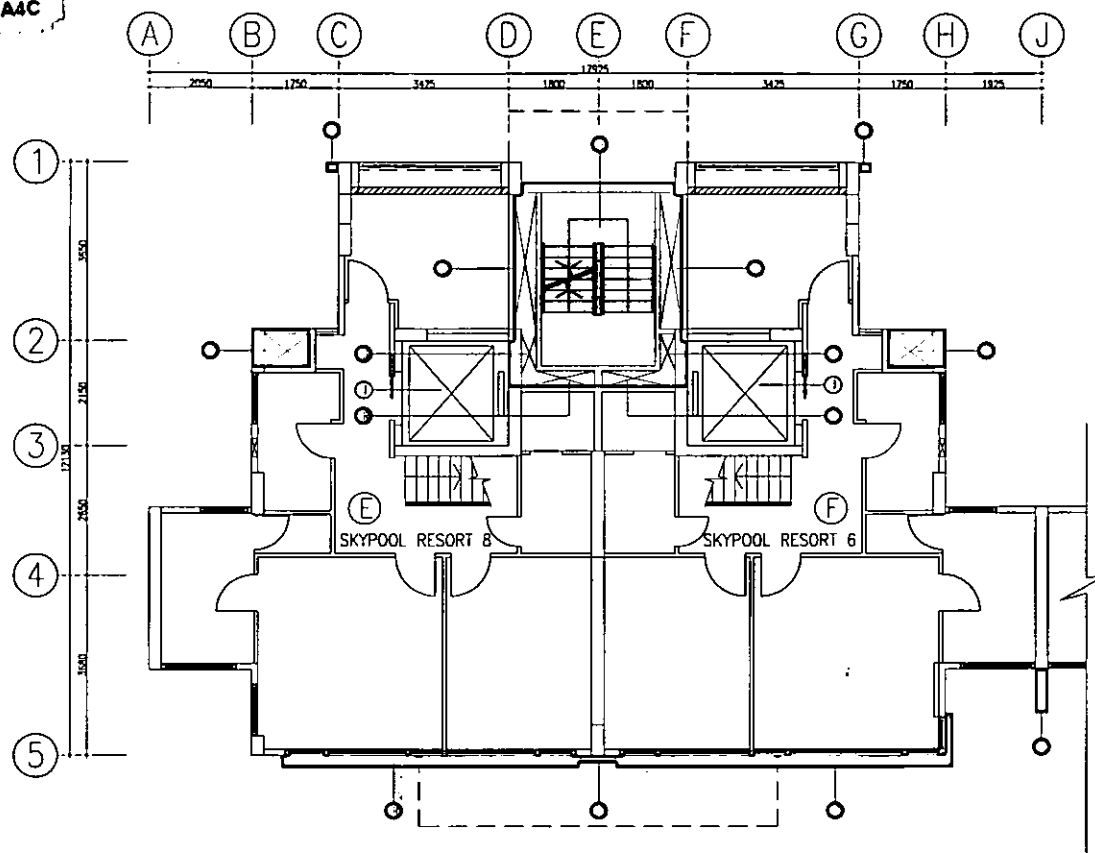
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註冊編號 M/N: 14091500580228 A4C



5TH FLOOR PLAN - BLOCK L6 (3 CAPE LAGOON)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

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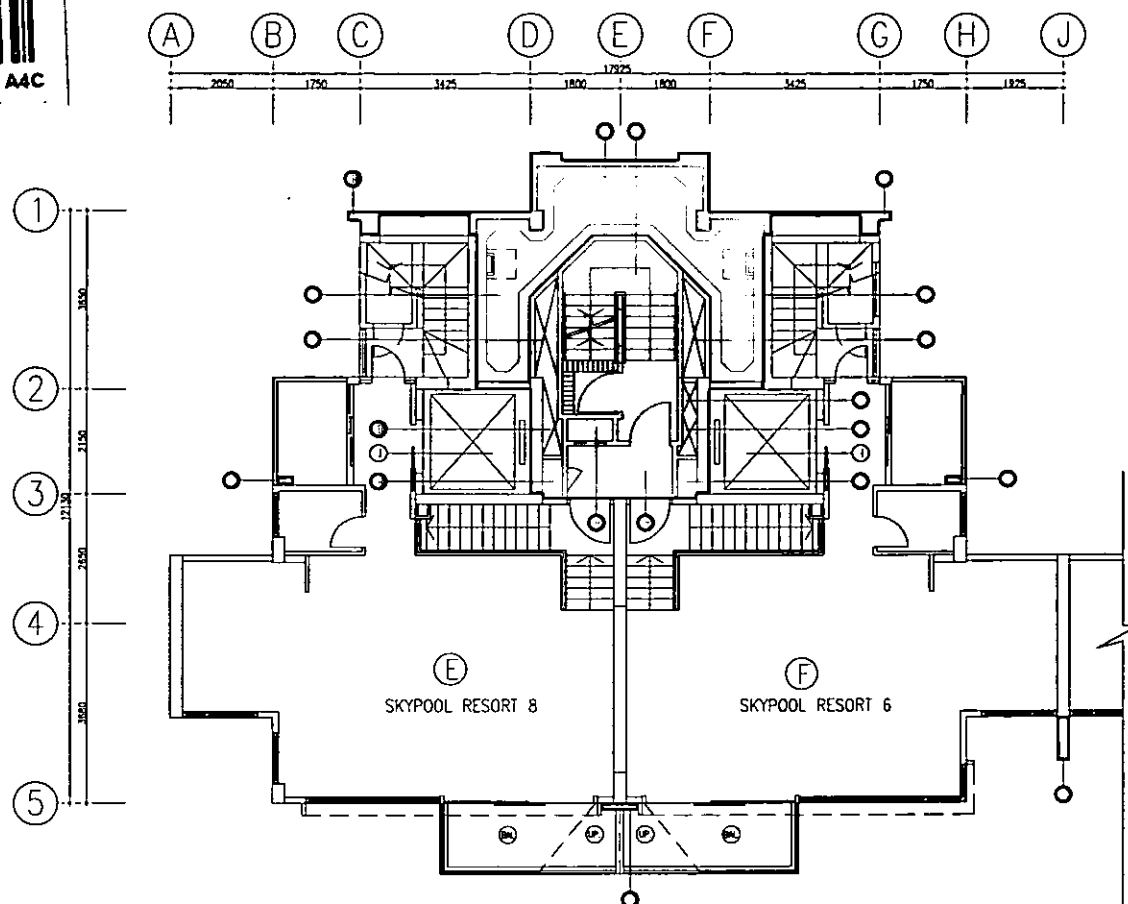
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PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
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DISCOVERY BAY, LANTAU ISLAND



註冊編號 M/N: 14091500580228 A4C



6TH FLOOR PLAN - BLOCK L6 (3 CAPE LAGOON)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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AUTHORIZED PERSON-ARCHITECT

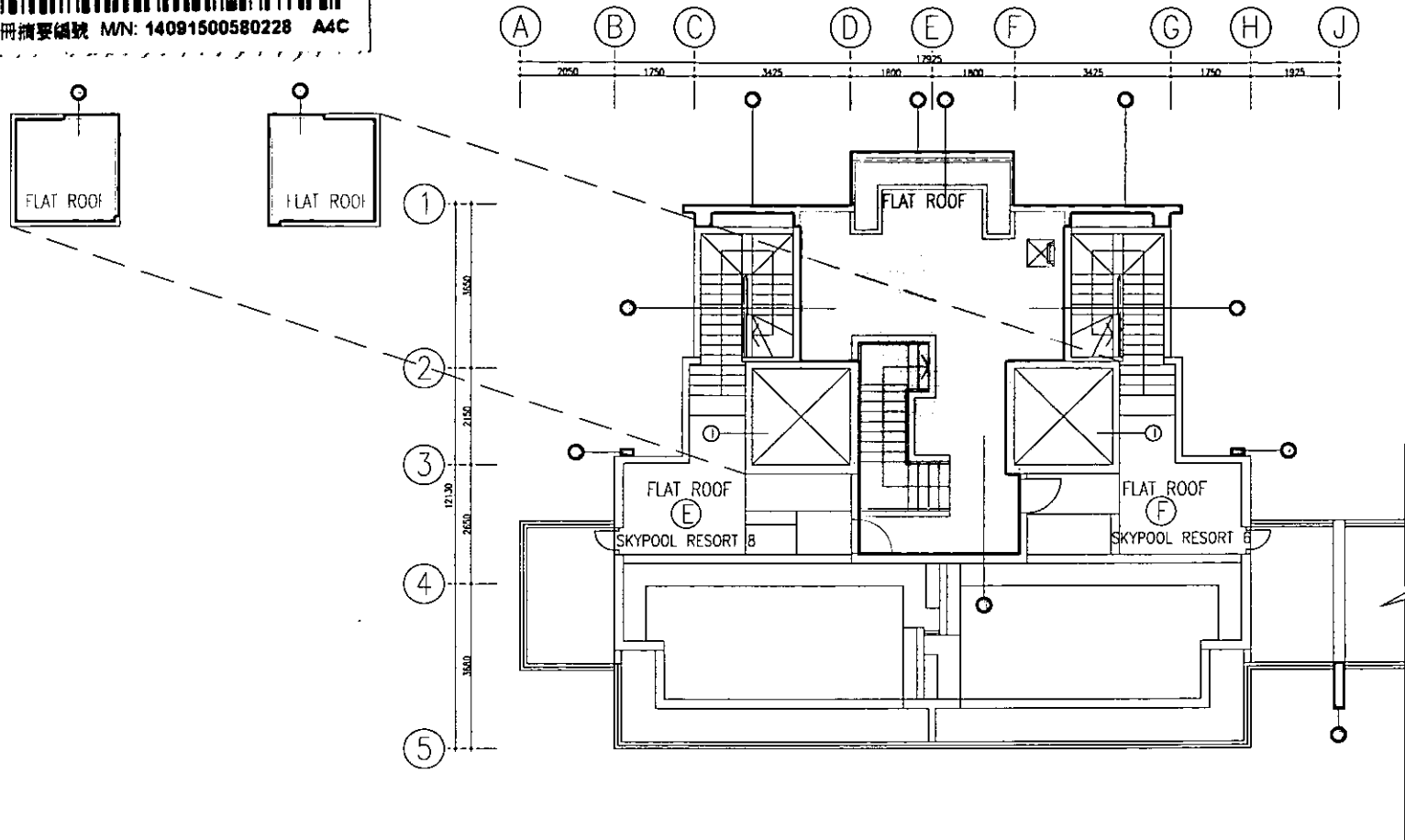
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N16, POSITANO
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DISCOVERY BAY, LANTAU ISLAND



註冊摘要編號 MN: 14091500580228 A4C

DATE : JANUARY 28, 2014



I hereby certify the accuracy of the plan

[Signature]

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

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ROOF PLAN - BLOCK L6 (3 CAPE LAGOON)

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

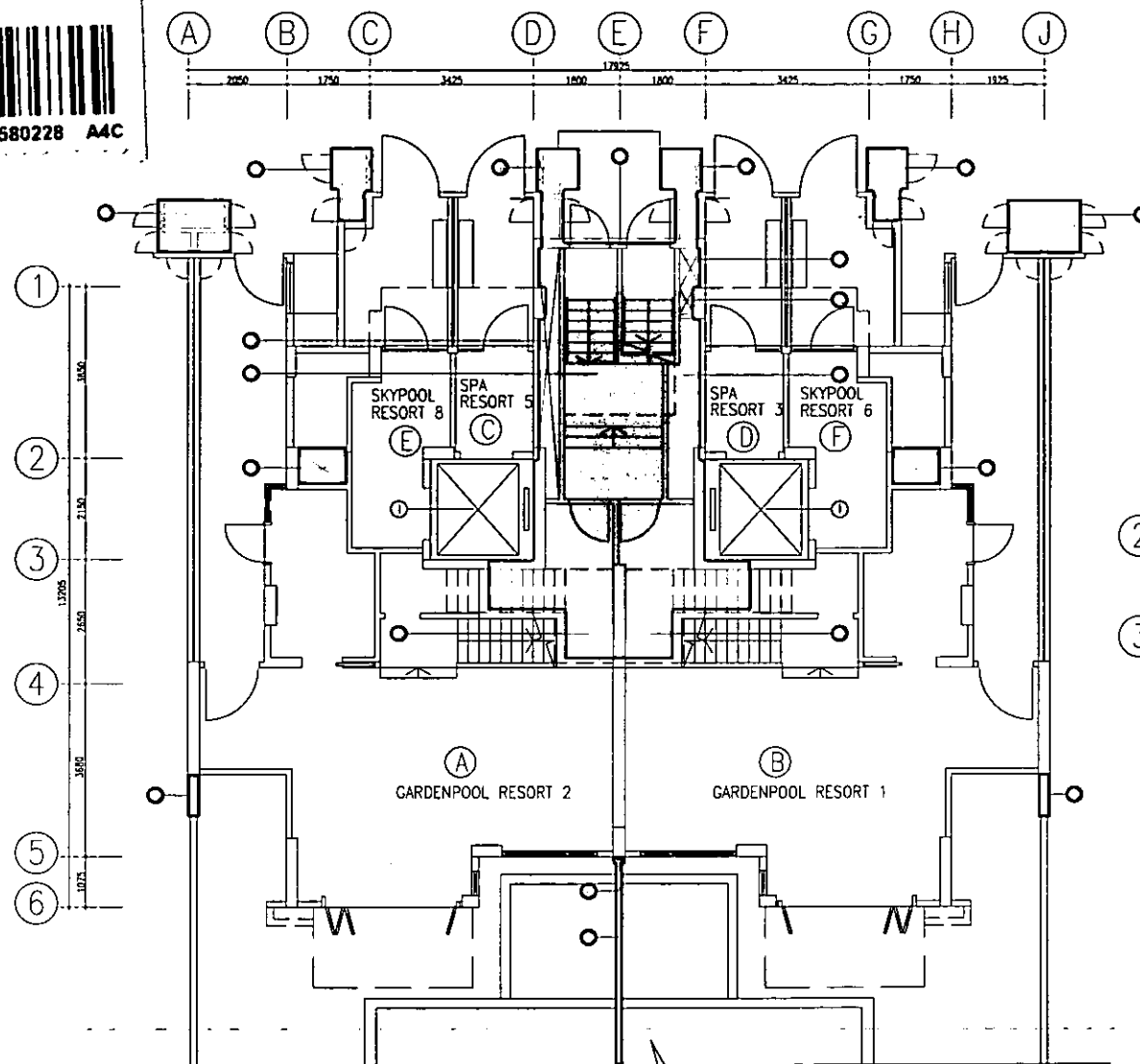
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DISCOVERY BAY, LANTAU ISLAND

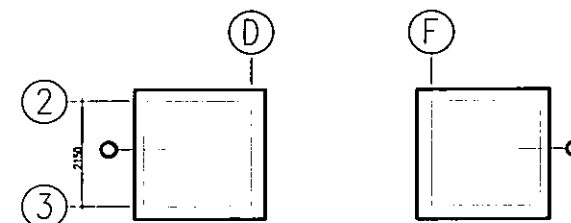


註冊測量編號 MN: 14091500580228 A4C

DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L7 (2 CAPE LAGOON)



UNDERGROUND LIFT PIT PLAN

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

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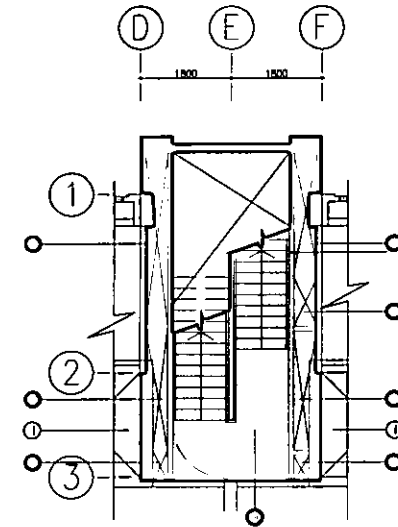
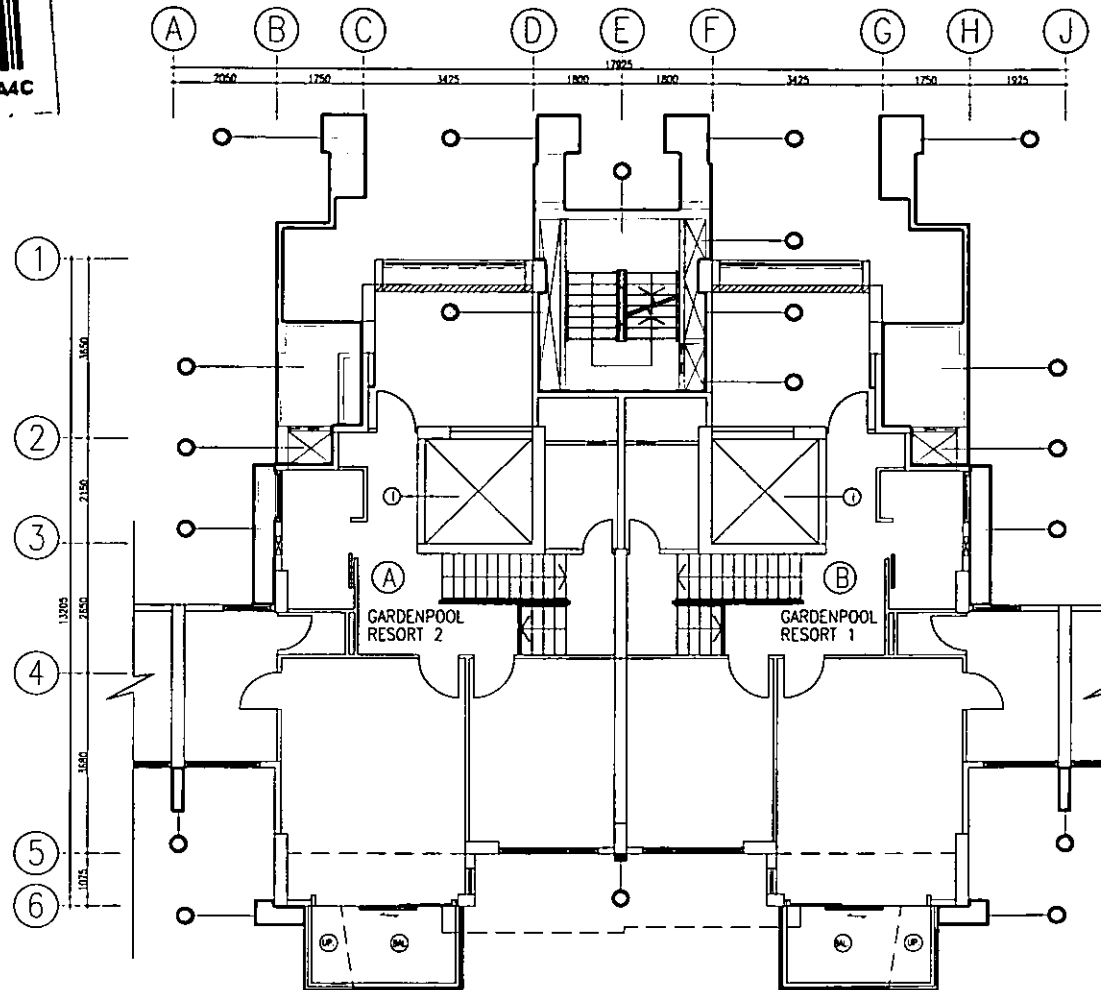
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AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



PART PLAN OF STAIRCASE

I hereby certify the accuracy of the plan

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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

1ST FLOOR PLAN - BLOCK L7 (2 CAPE LAGOON)

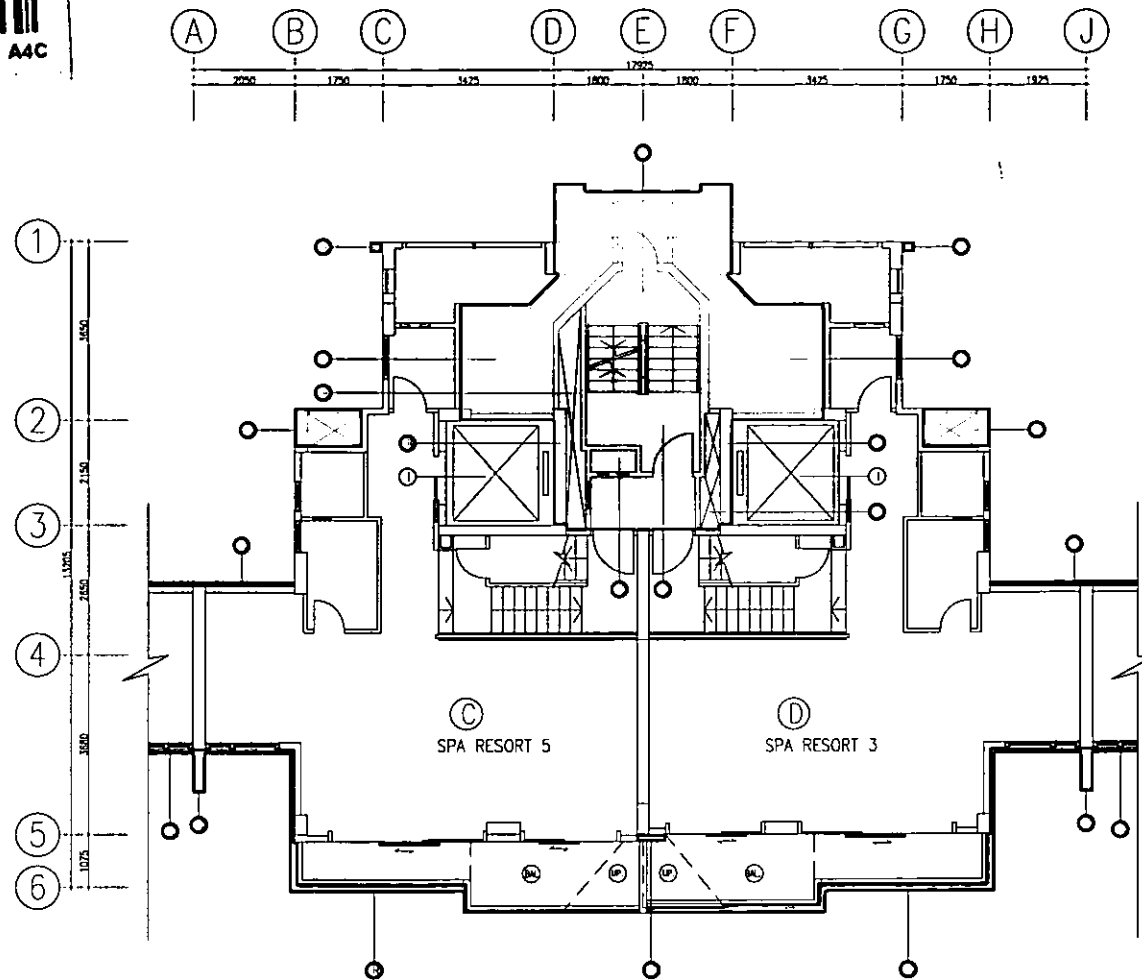
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



註冊摘要編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

2ND FLOOR PLAN - BLOCK L7 (2 CAPE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

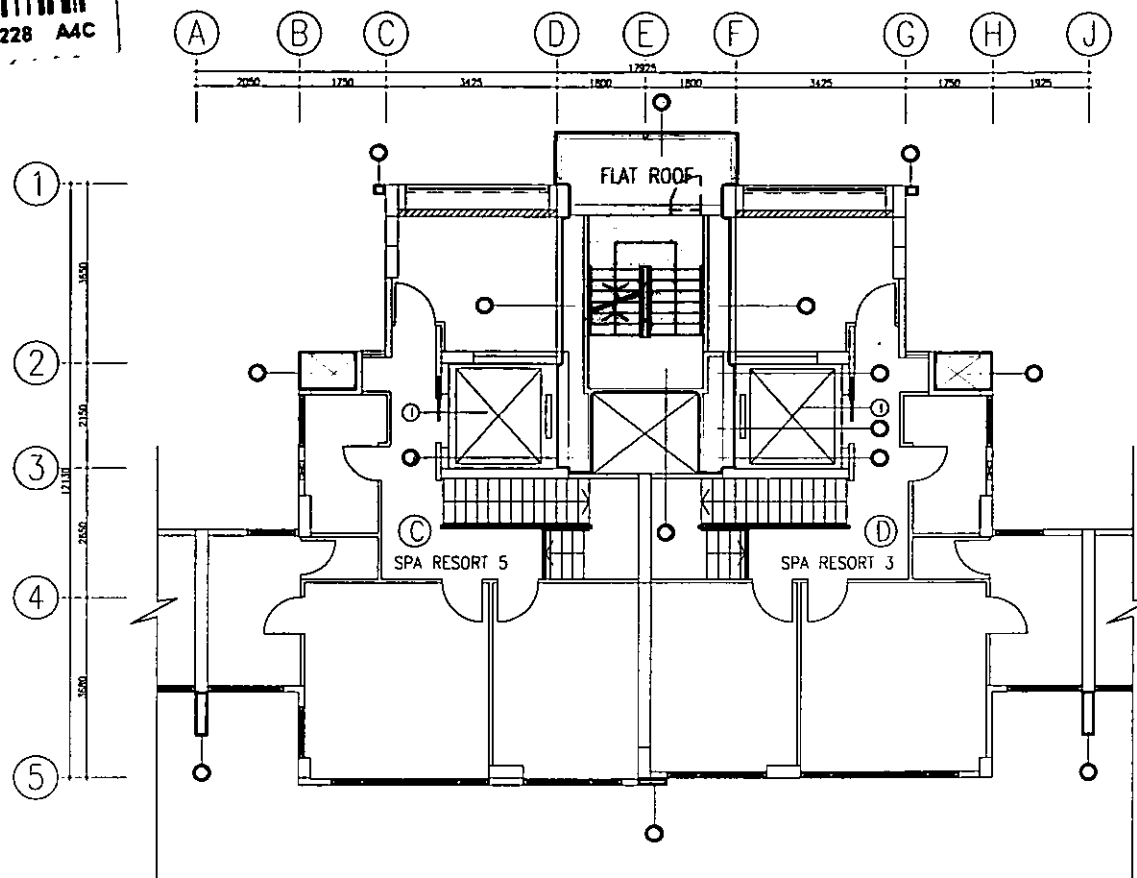
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THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND

I hereby certify the accuracy of the plan

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



DATE : JANUARY 28, 2014



3RD FLOOR PLAN - BLOCK L7 (2 CAPE LAGOON)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊘ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan

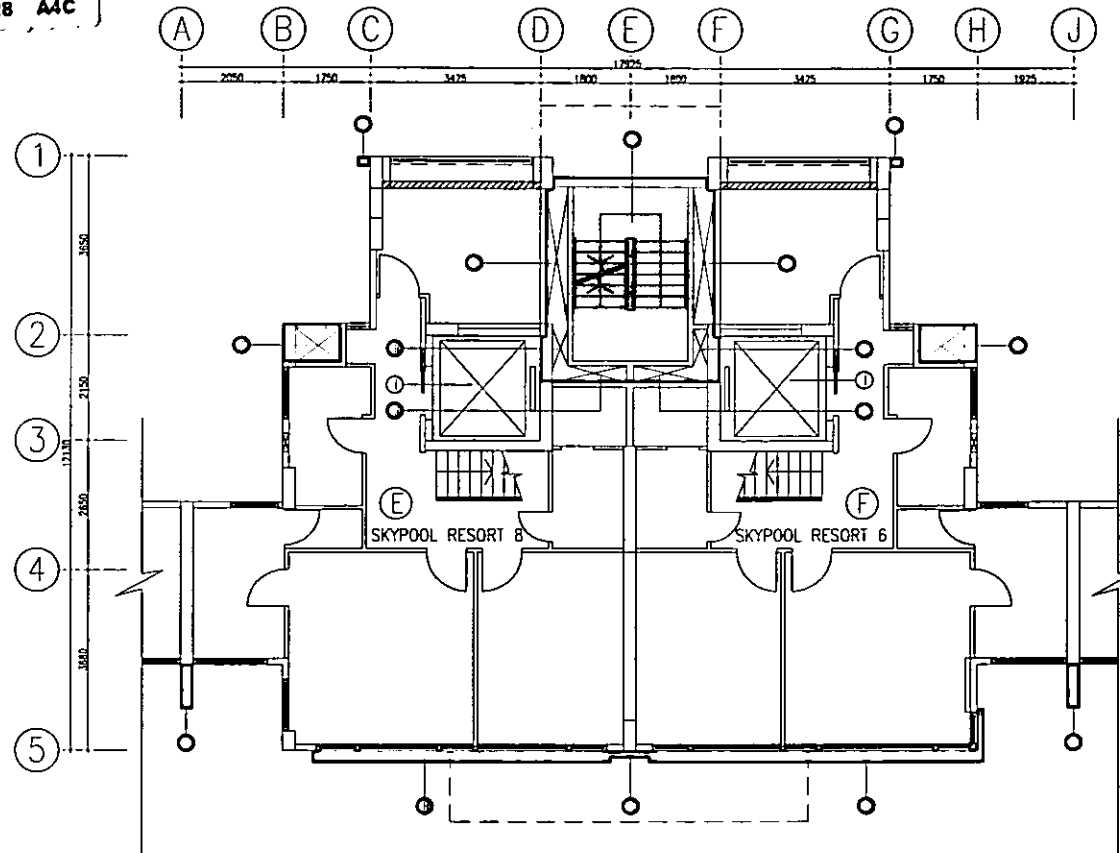
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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DISCOVERY BAY, LANTAU ISLAND



註冊編號 MN: 14091500580228 A4C



5TH FLOOR PLAN - BLOCK L7 (2 CAPE LAGOON)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan

K.T.H.

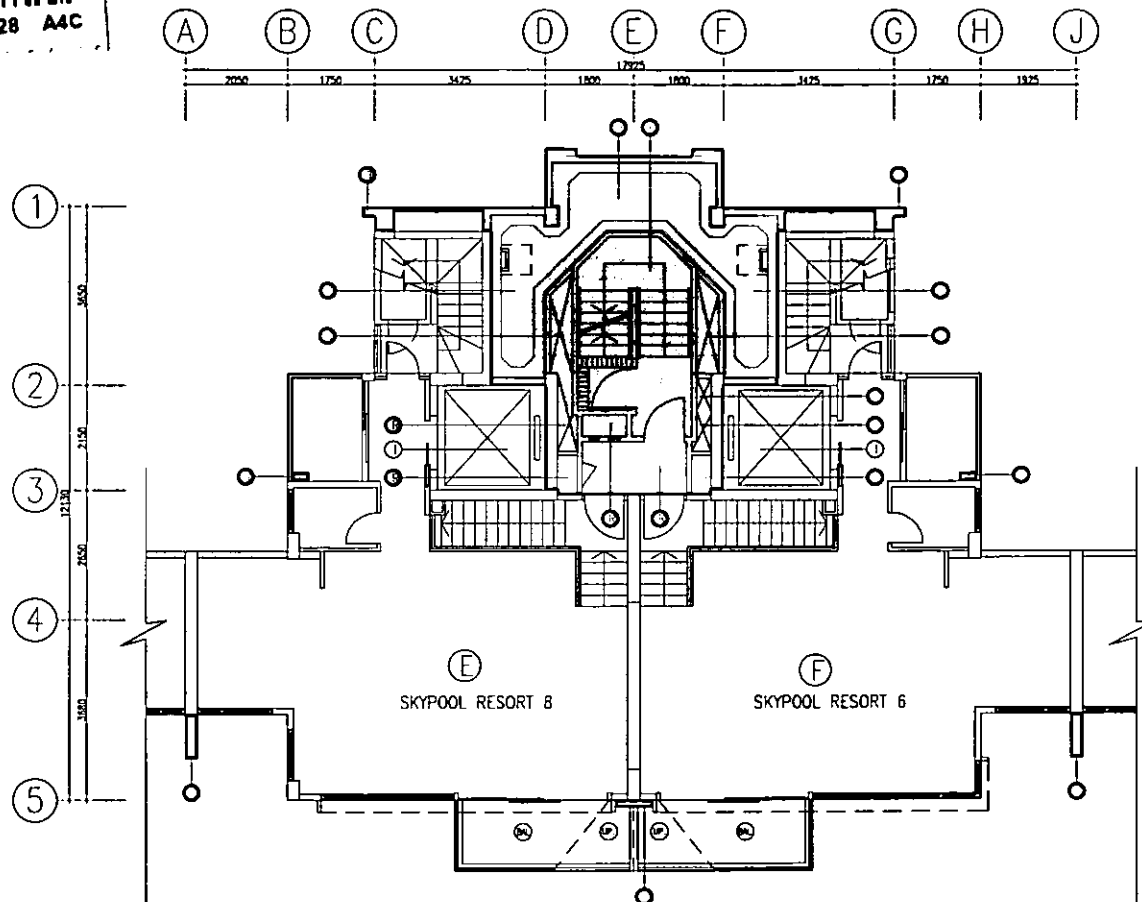
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
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PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



6TH FLOOR PLAN - BLOCK L7 (2 CAPE LAGOON)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

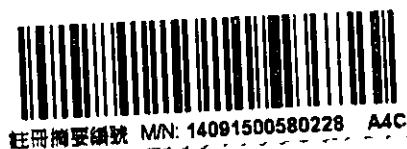
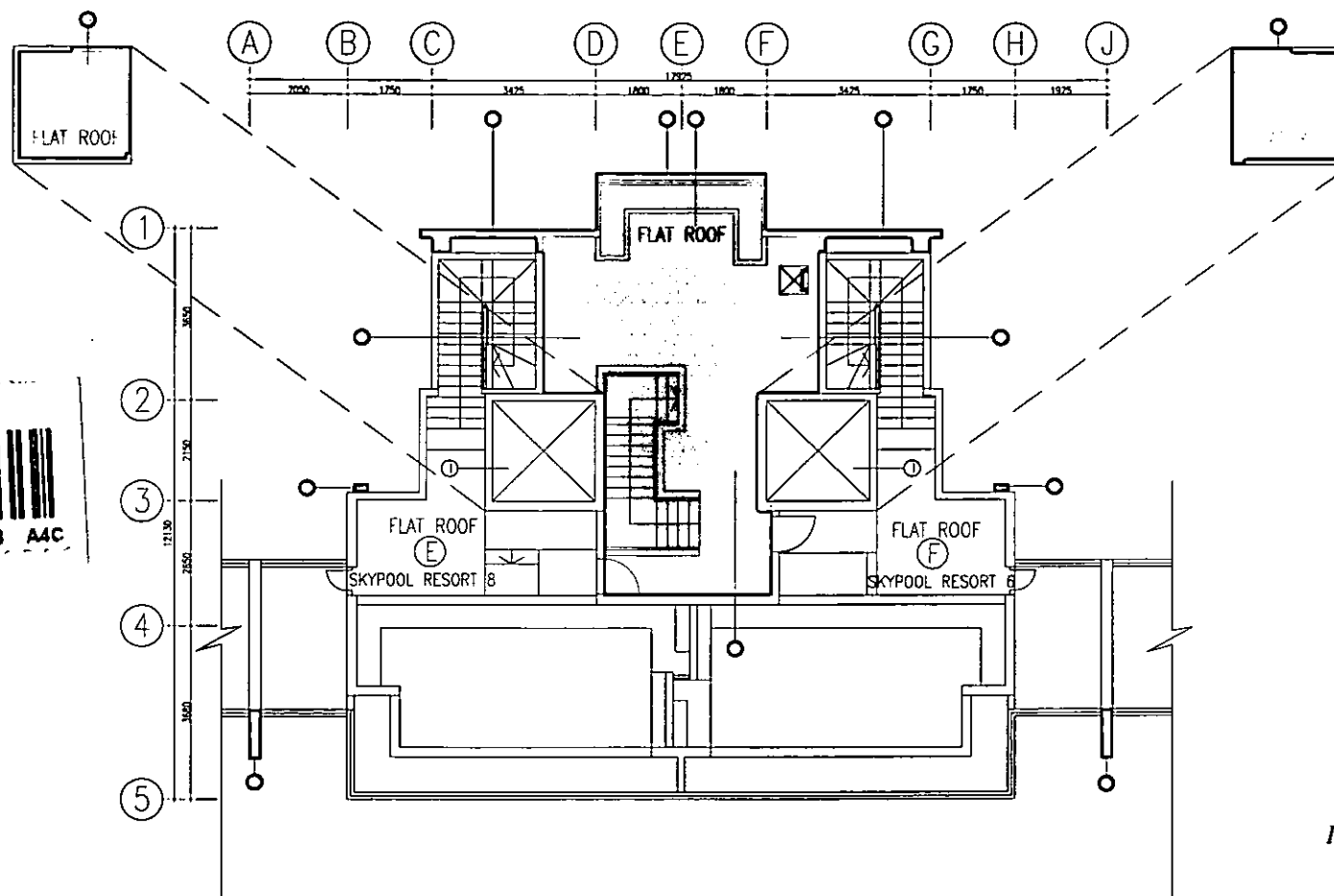
I hereby certify the accuracy of the plan

[Signature]

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

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
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ROOF PLAN - BLOCK L7 (2 CAPE LAGOON)

I hereby certify the accuracy of the plan

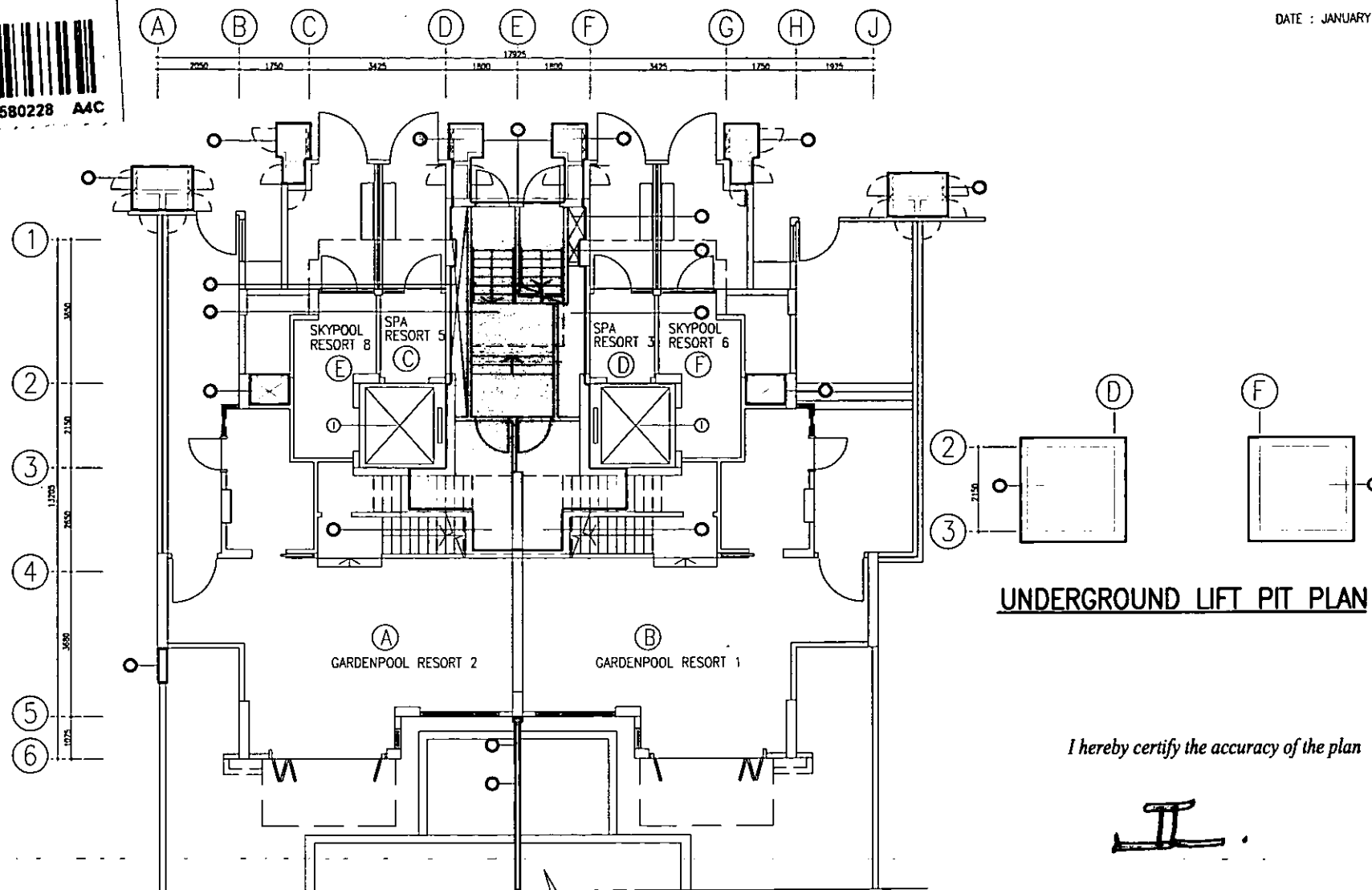
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DATE : JANUARY 28, 2014



LEGEND:

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- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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GROUND FLOOR PLAN - BLOCK L8 (1 CAPE LAGOON)

UNDERGROUND LIFT PIT PLAN

I hereby certify the accuracy of the plan

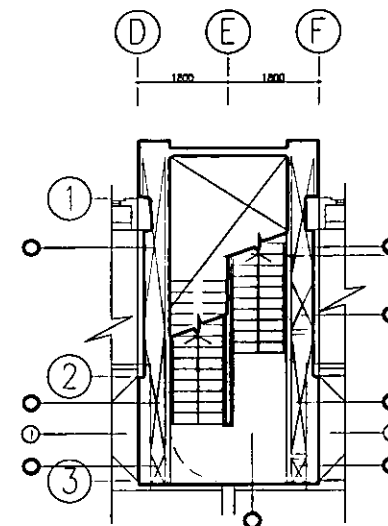
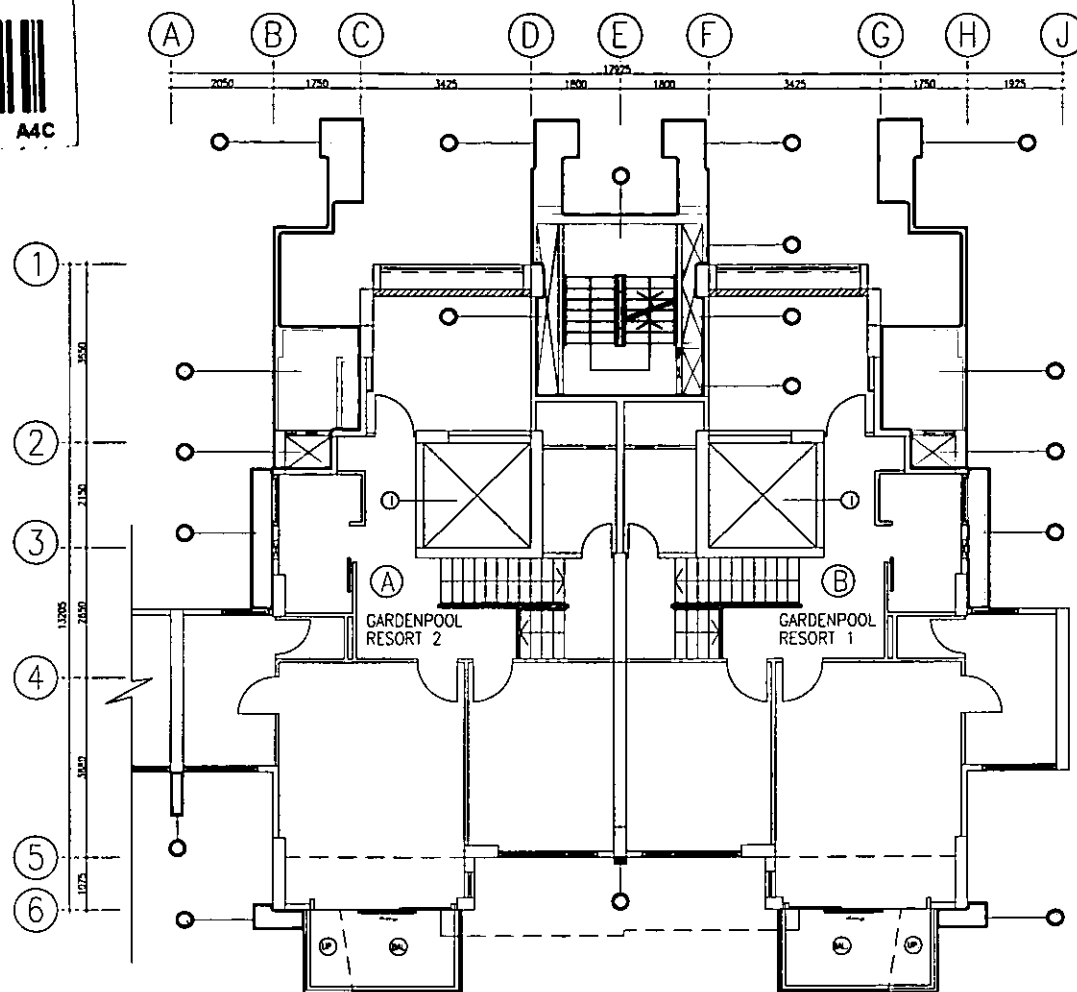
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AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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DISCOVERY BAY, LANTAU ISLAND



註冊摘要編號 M/N: 14091500580228 A4C

**PART PLAN OF STAIRCASE***I hereby certify the accuracy of the plan*

KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT**1ST FLOOR PLAN - BLOCK L8 (1 CAPE LAGOON)****PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT**RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND**LEGEND:**

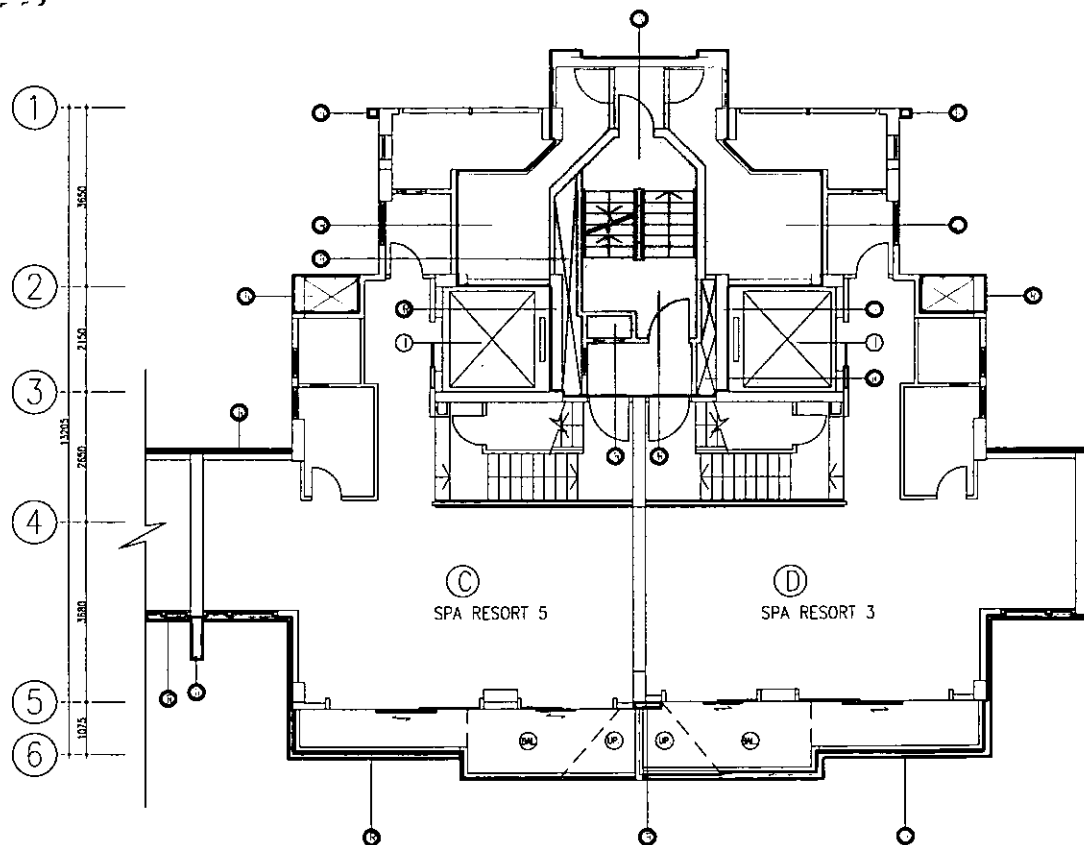
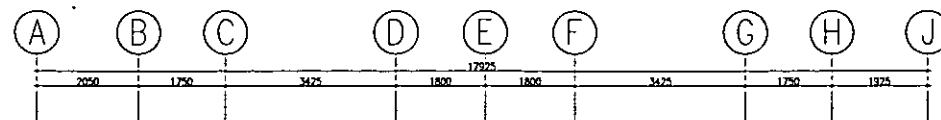
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- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
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註冊測量編號 M/N: 14091500580228 A4C



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

LEGEND:

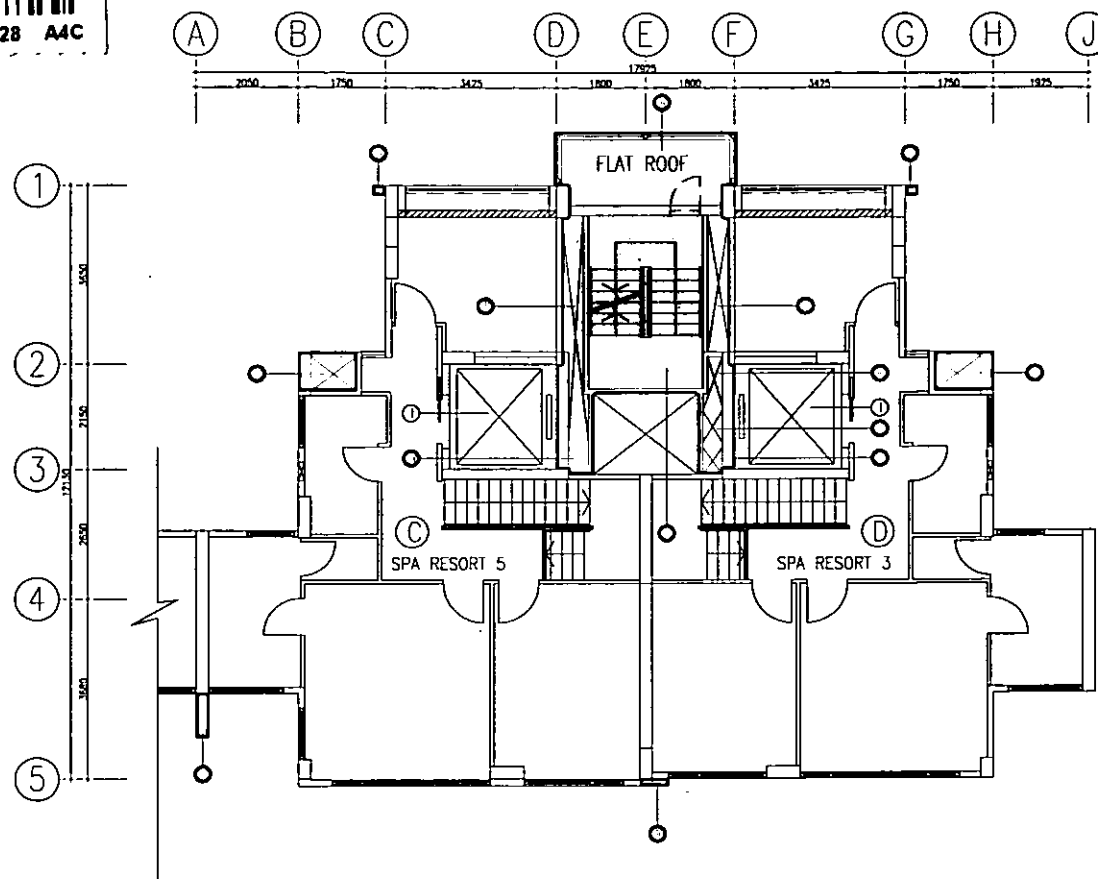
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2ND FLOOR PLAN - BLOCK L8 (1 CAPE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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DISCOVERY BAY, LANTAU ISLAND



3RD FLOOR PLAN - BLOCK L8 (1 CAPE LAGOON)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

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AUTHORIZED PERSON-ARCHITECT

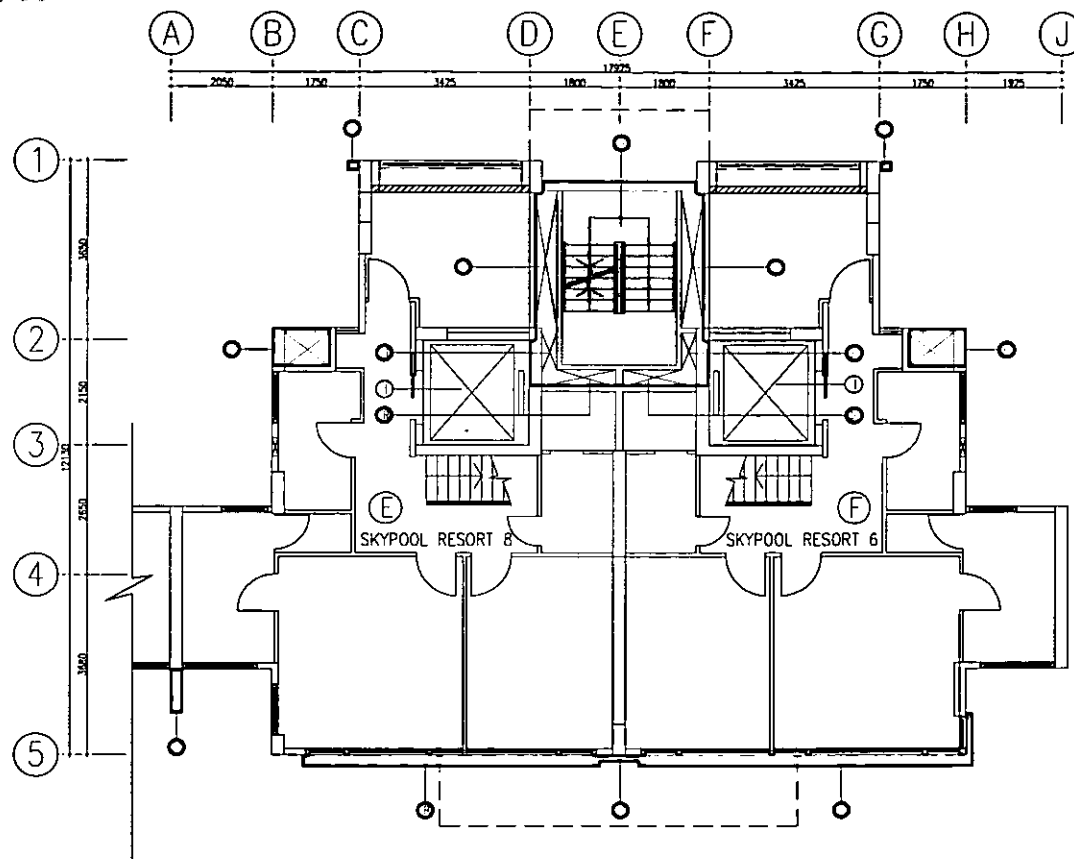
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DISCOVERY BAY, LANTAU ISLAND



註冊編號 M/N: 14081500580228 AAC

DATE : JANUARY 28, 2014



5TH FLOOR PLAN - BLOCK L8 (1 CAPE LAGOON)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

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2. FOR INDICATION PURPOSE ONLY

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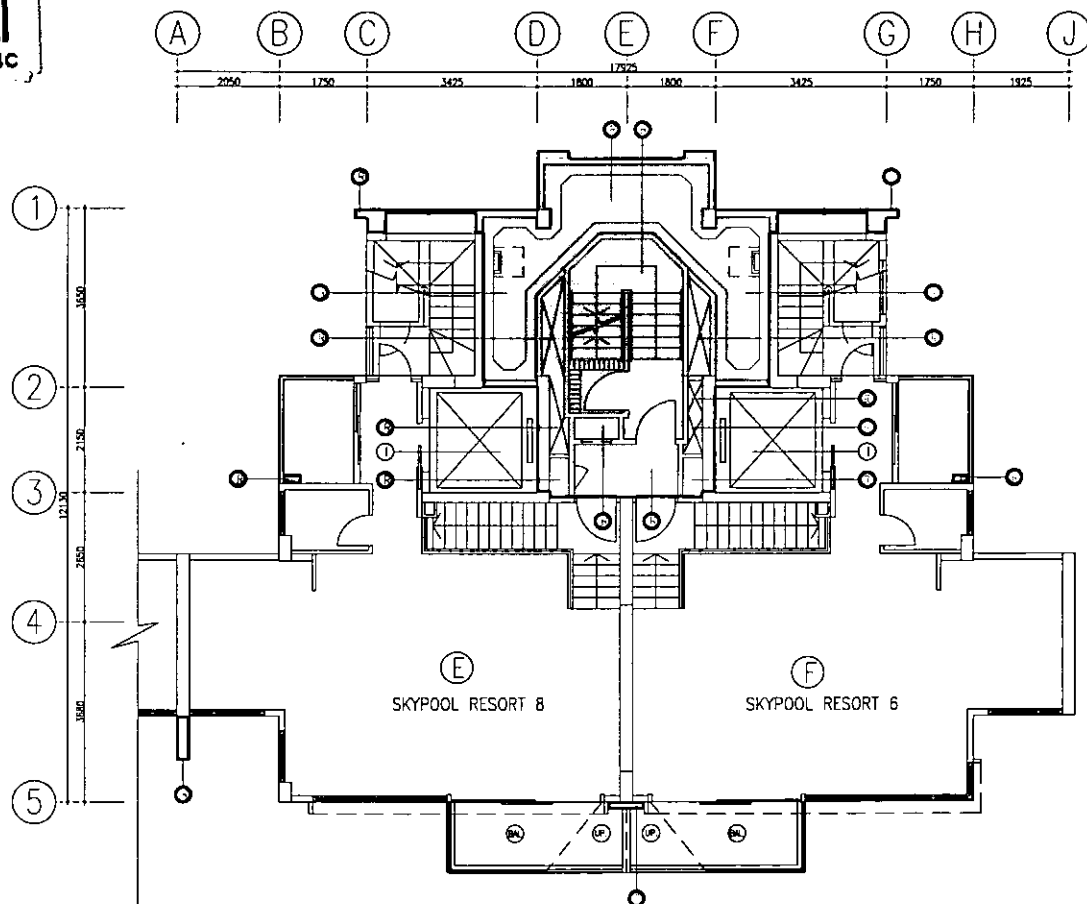
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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DISCOVERY BAY, LANTAU ISLAND



註冊編號 M/N: 14091500580228 A4C



I hereby certify the accuracy of the plan

[Handwritten Signature]

6TH FLOOR PLAN - BLOCK L8 (1 CAPE LAGOON)

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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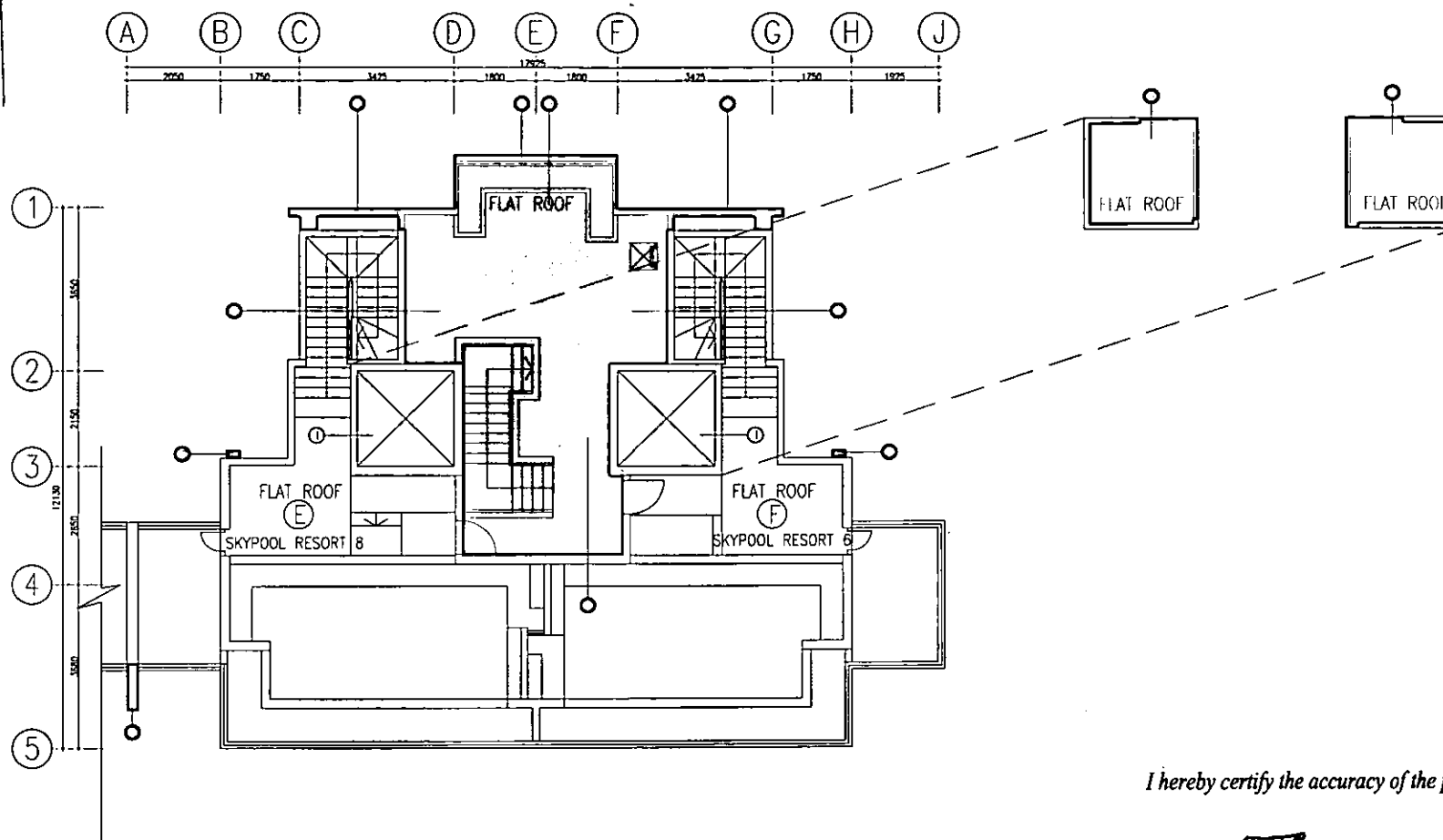
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DISCOVERY BAY, LANTAU ISLAND



註冊摘要編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



ROOF PLAN - BLOCK L8 (1 CAPE LAGOON)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
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- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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2. FOR INDICATION PURPOSE ONLY

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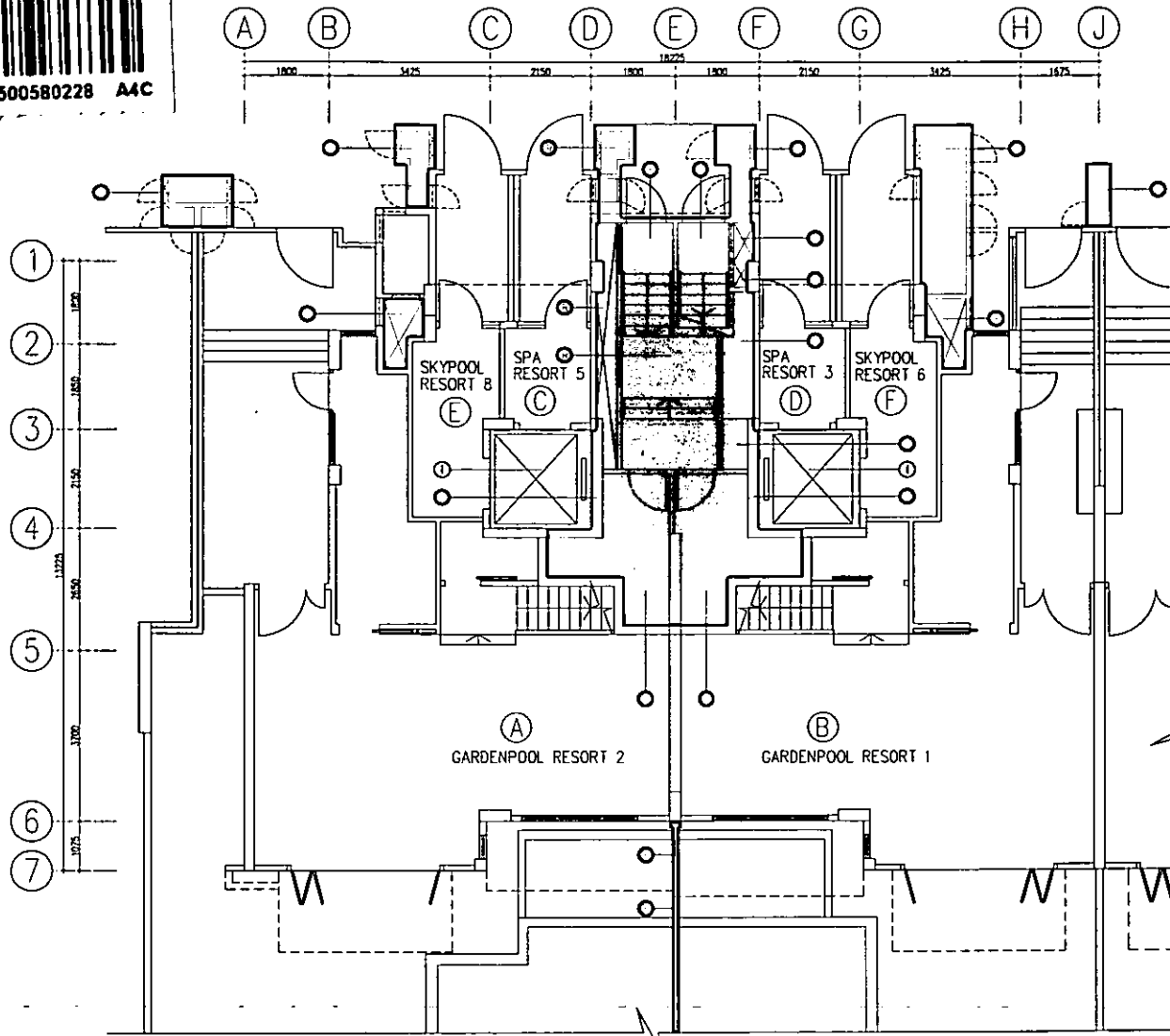
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

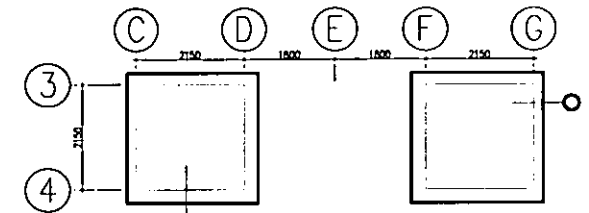
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DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L9 (10 BLUE LAGOON)



UNDERGROUND LIFT PIT PLAN

I hereby certify the accuracy of the plan

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
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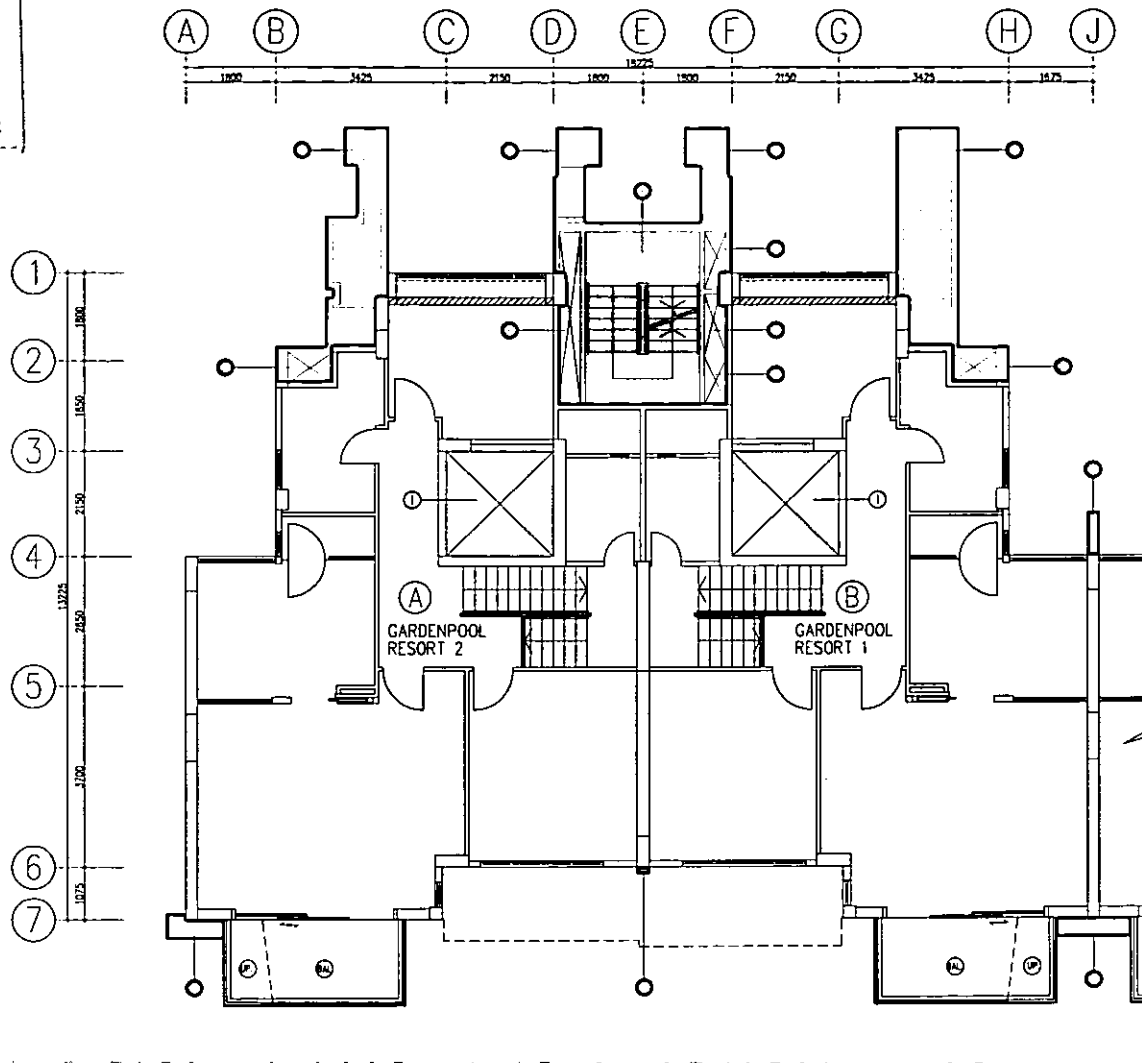
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:
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1ST FLOOR PLAN – BLOCK L9, L11, L15 & L17
L9–(10 BLUE LAGOON), L11–(8 BLUE LAGOON),
L15–(5 BLUE LAGOON) & L17–(2 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
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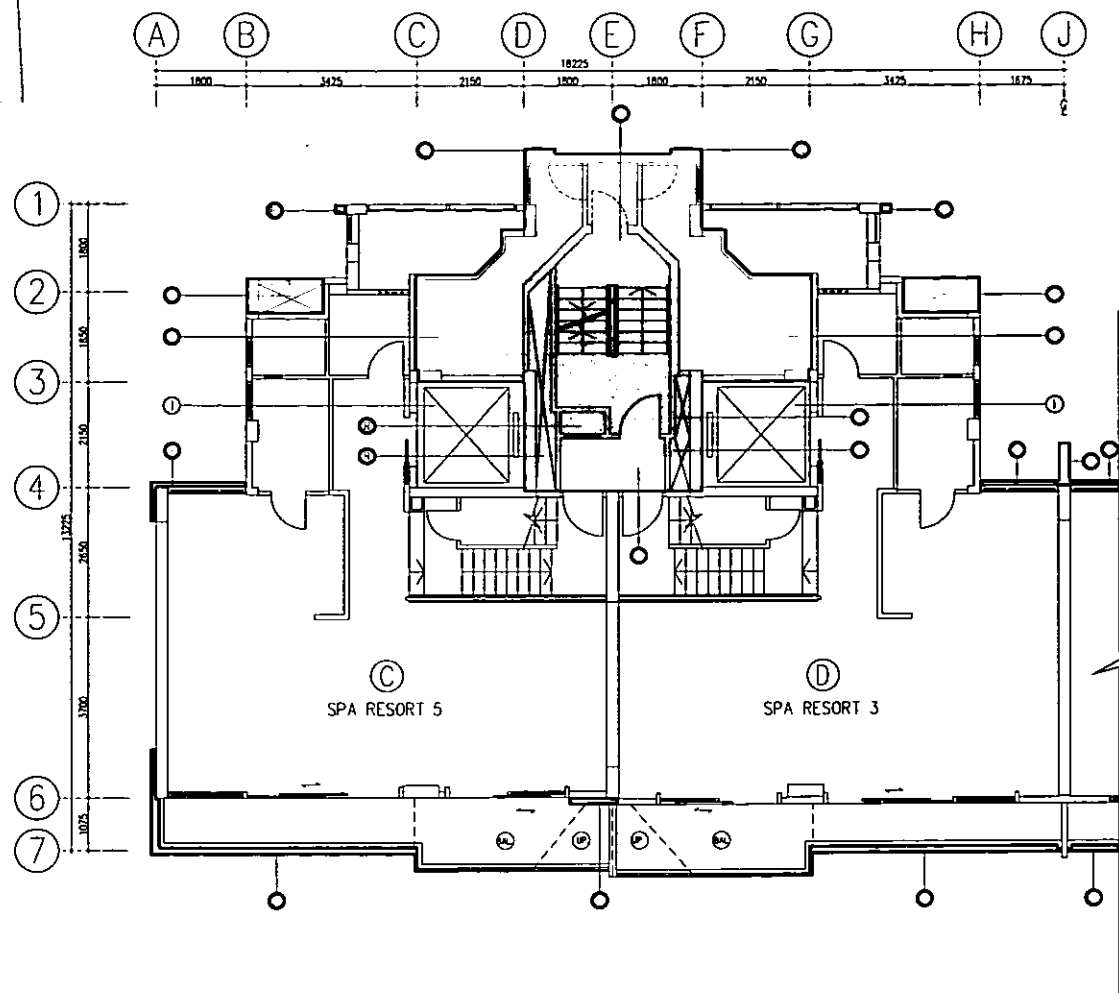
K

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



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DATE : JANUARY 28, 2014



LEGEND:

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- UPPER FLOOR COMMON AREAS
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- ⊕ BALCONY (NON-ENCLOSED)
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NOTES:

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2ND FLOOR PLAN - BLOCK L9, L11, L15 & L17
L9-(10 BLUE LAGOON), L11-(8 BLUE LAGOON),
L15-(5 BLUE LAGOON) & L17-(2 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

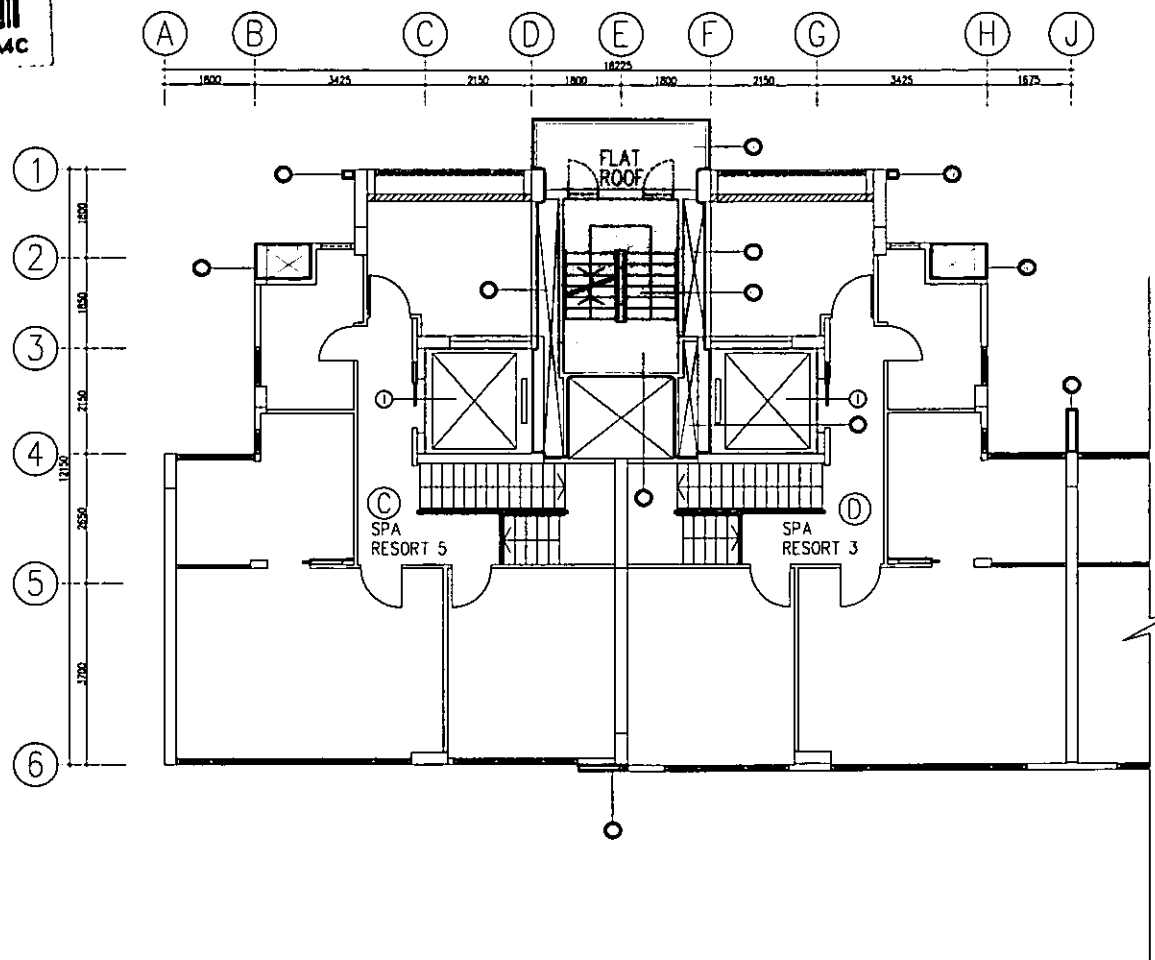
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KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT



註冊編號 MN: 14091500580228 AAC



3RD FLOOR PLAN - BLOCK L9, L11, L15 & L17
L9-(10 BLUE LAGOON), L11-(8 BLUE LAGOON),
L15-(5 BLUE LAGOON) & L17-(2 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
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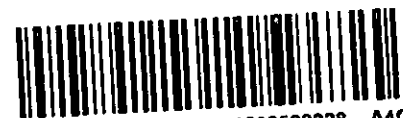
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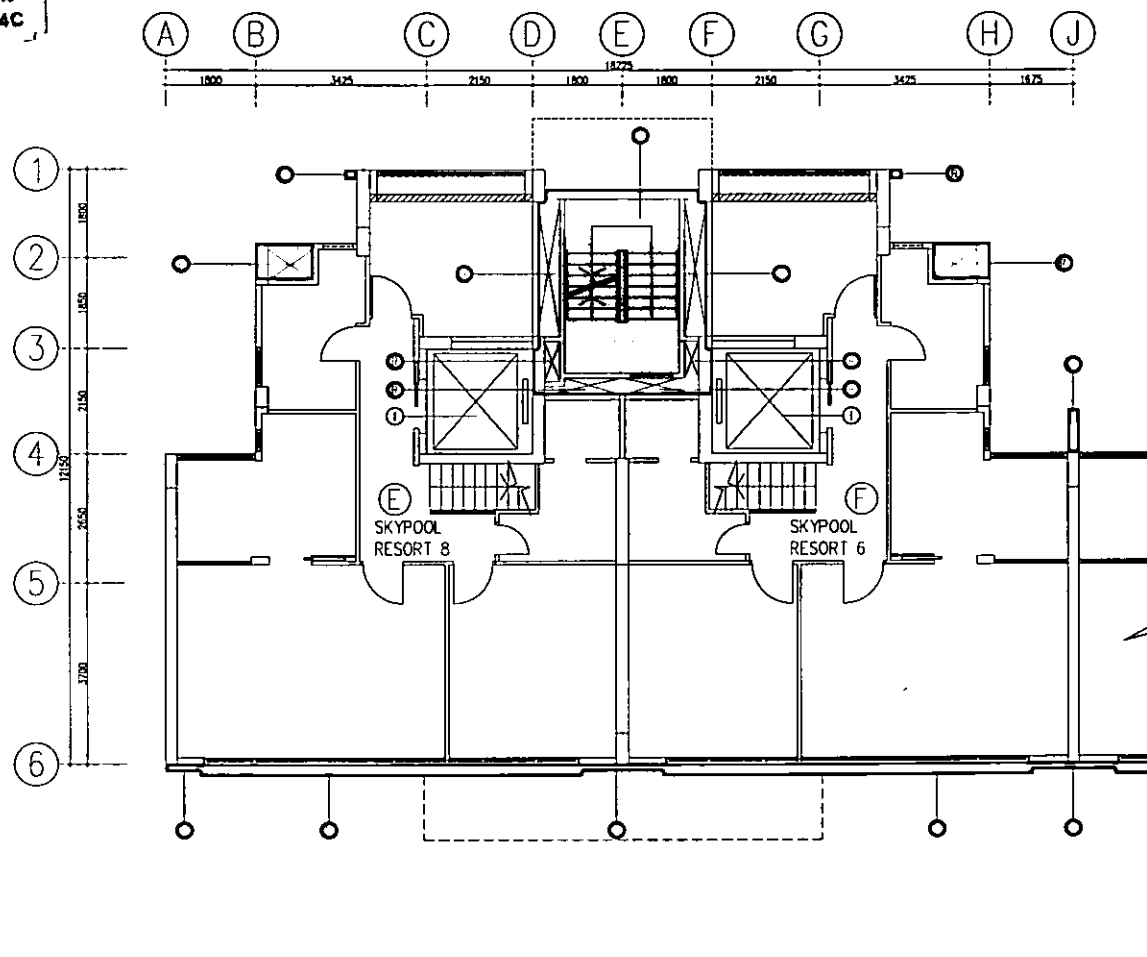
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註冊摘要編號 M/N: 14091500580228 A4C

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5TH FLOOR PLAN - BLOCK L9, L11, L15 & L17
L9-(10 BLUE LAGOON), L11-(8 BLUE LAGOON),
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PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
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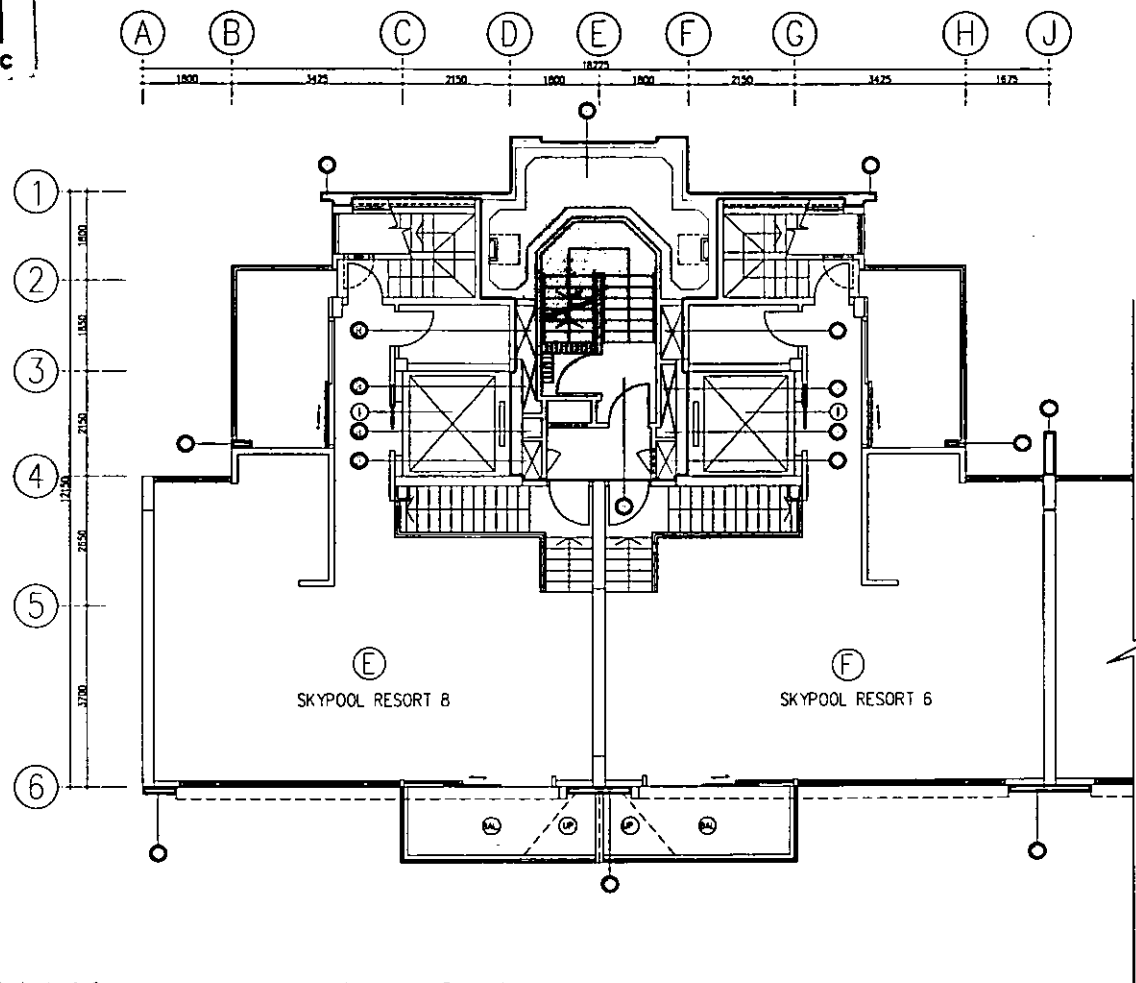
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KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT



註冊編號 M/N: 14091500580228 A4C

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6TH FLOOR PLAN - BLOCK L9, L11, L15 & L17
L9-(10 BLUE LAGOON), L11-(8 BLUE LAGOON),
L15-(5 BLUE LAGOON) & L17-(2 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan

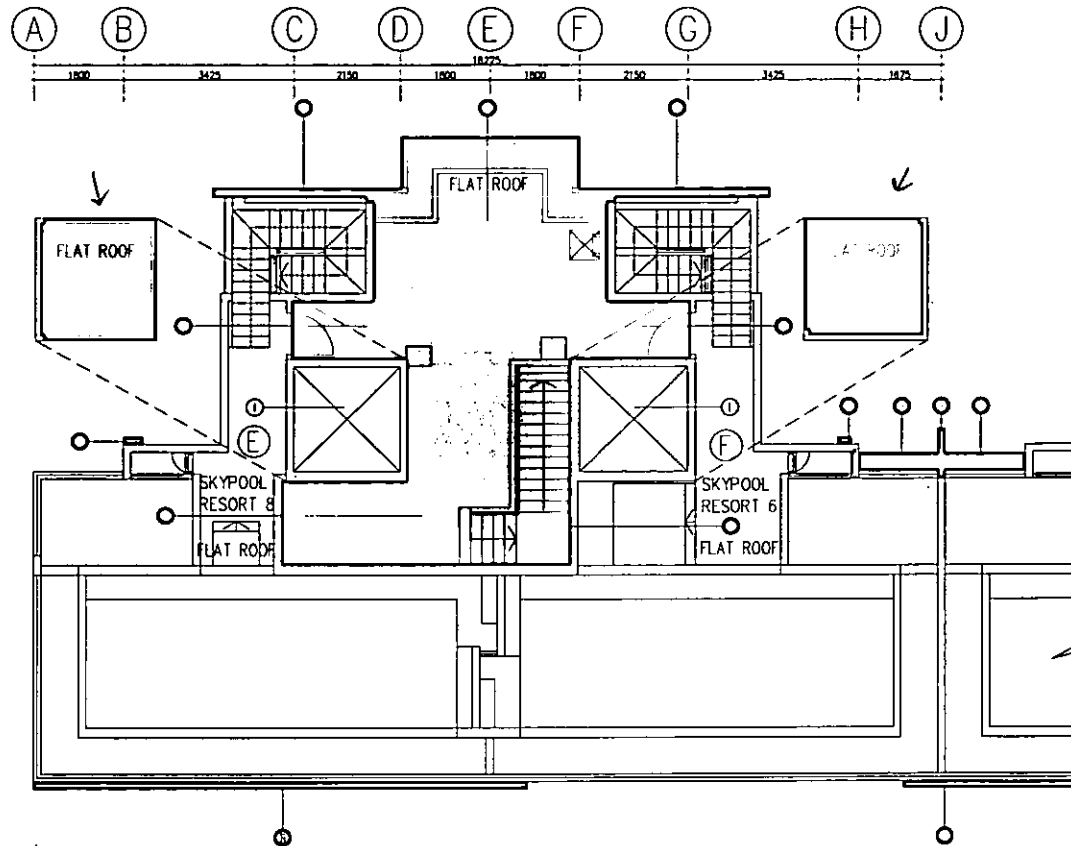
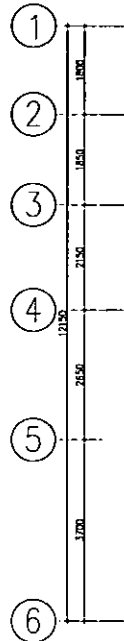
K

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



註冊編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

ROOF FLOOR PLAN - BLOCK L9, L11, L15 & L17
L9-(10 BLUE LAGOON), L11-(8 BLUE LAGOON),
L15-(5 BLUE LAGOON) & L17-(2 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
 THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
 DISCOVERY BAY, LANTAU ISLAND

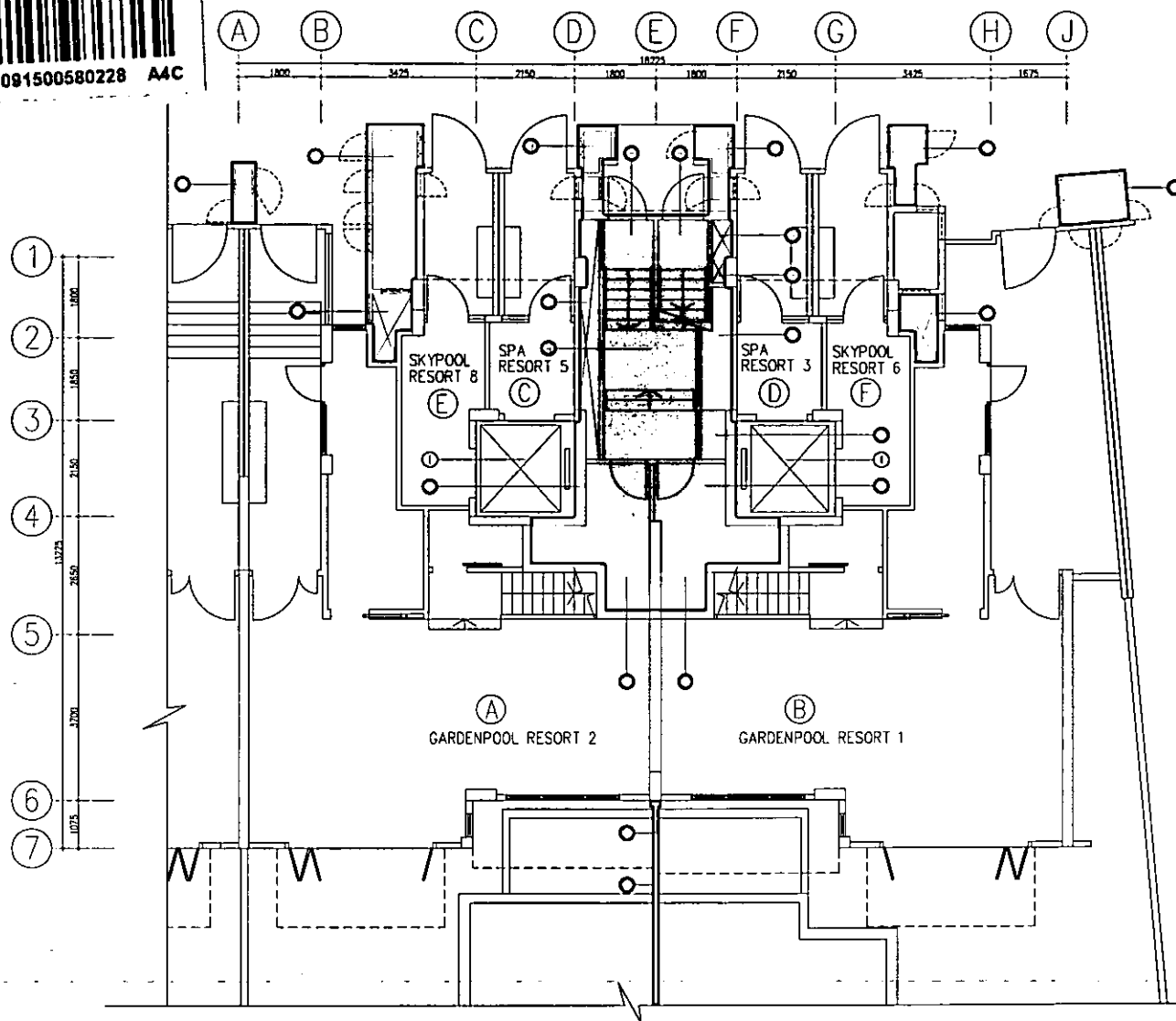
I hereby certify the accuracy of the plan

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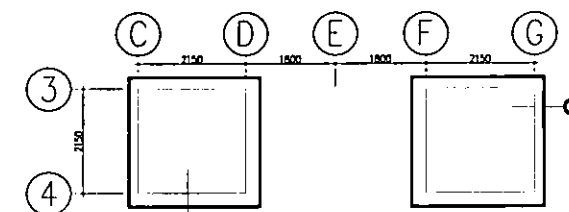


註冊摘要編號 MN: 14091500580228 A4C

DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L10 (9 BLUE LAGOON)



UNDERGROUND LIFT PIT PLAN

I hereby certify the accuracy of the plan

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

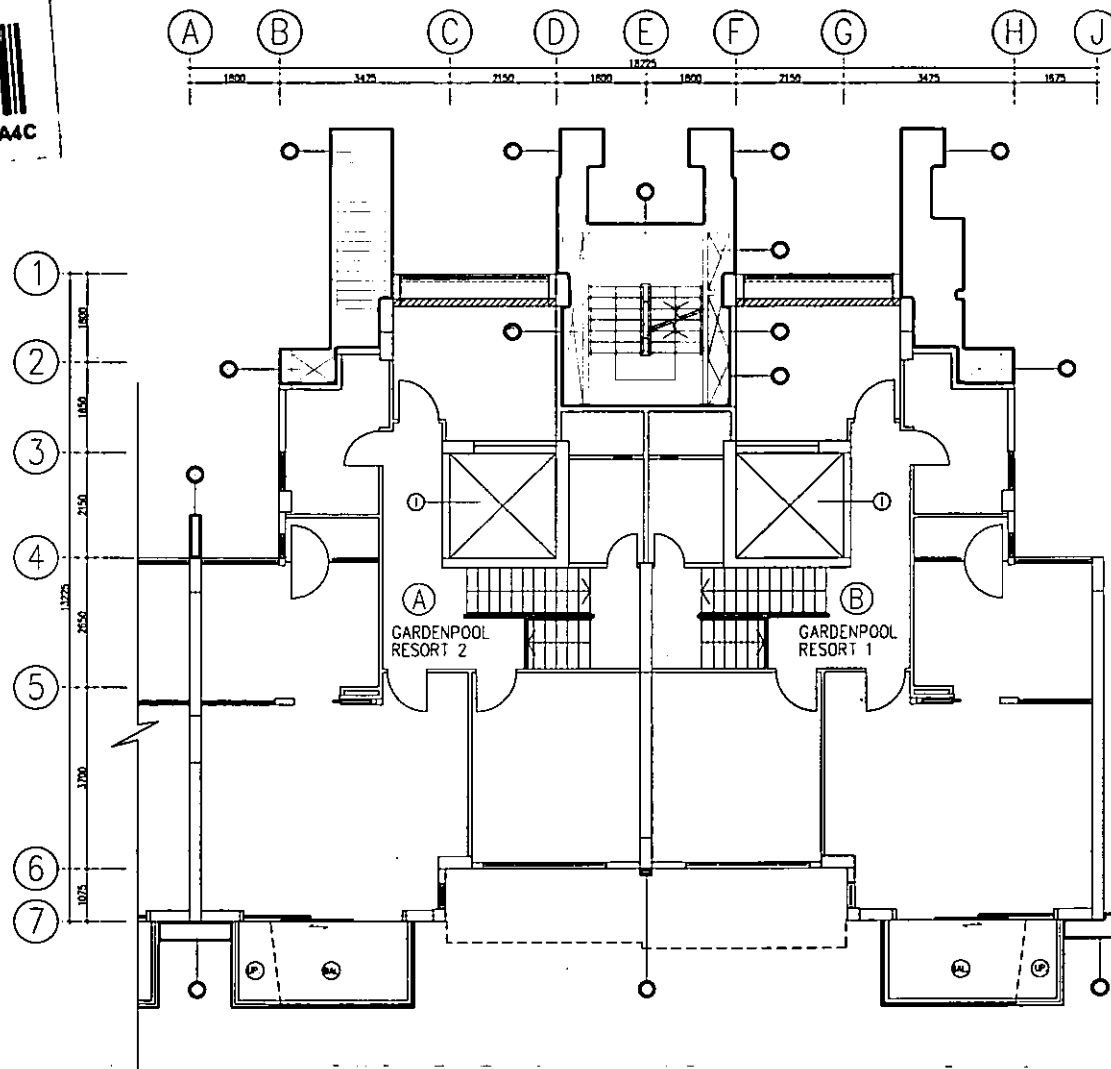
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



註冊摘要編號 MN: 14091500580228 AAC

DATE : JANUARY 28, 2014



LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

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

1ST FLOOR PLAN – BLOCK L10, L12, L16 & L18
L10–(9 BLUE LAGOON), L12–(6 BLUE LAGOON),
L16–(3 BLUE LAGOON) & L18–(1 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

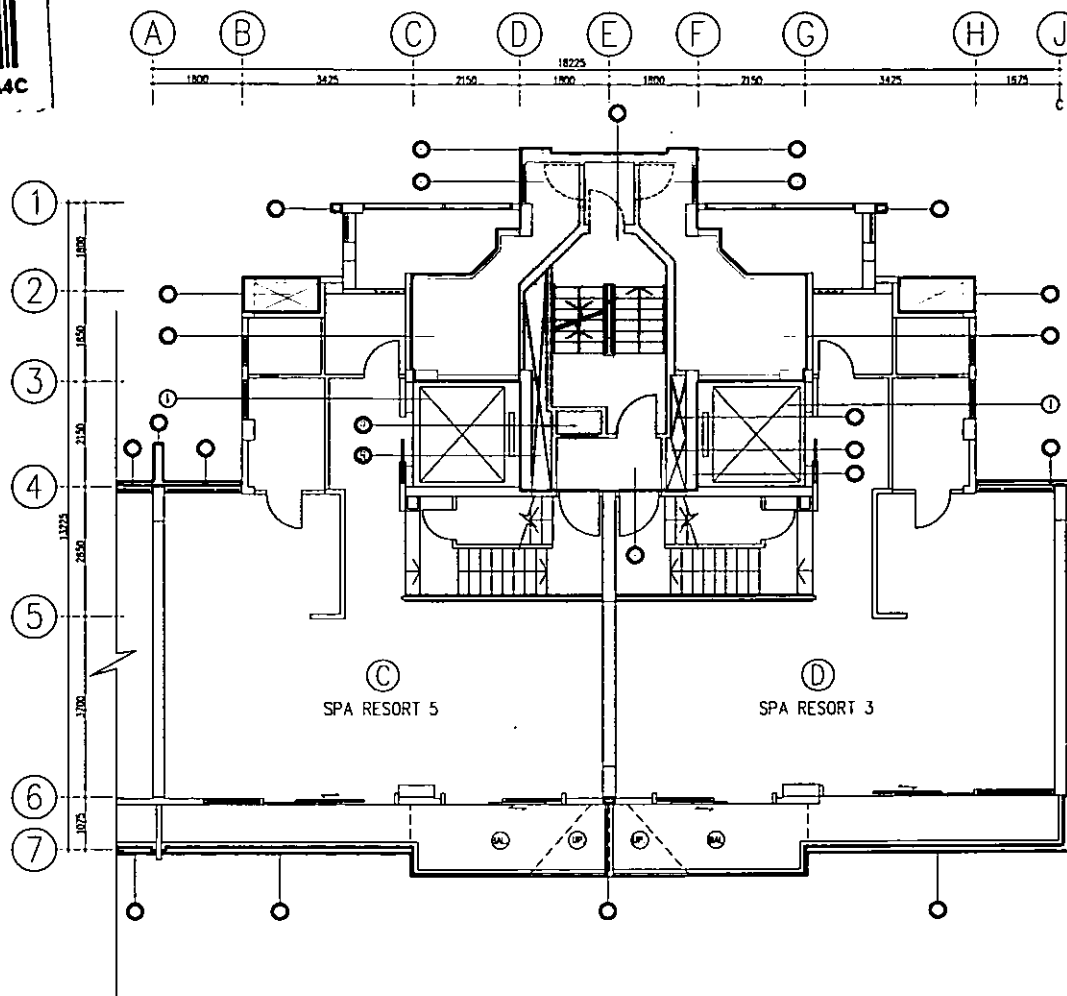
RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND

I hereby certify the accuracy of the plan

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AUTHORIZED PERSON-ARCHITECT



註冊摘要編號 M/N: 14091500580228 A4C



LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

2ND FLOOR PLAN - BLOCK L10, L12, L16 & L18
L10-(9 BLUE LAGOON), L12-(6 BLUE LAGOON),
L16-(3 BLUE LAGOON) & L18-(1 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
 THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
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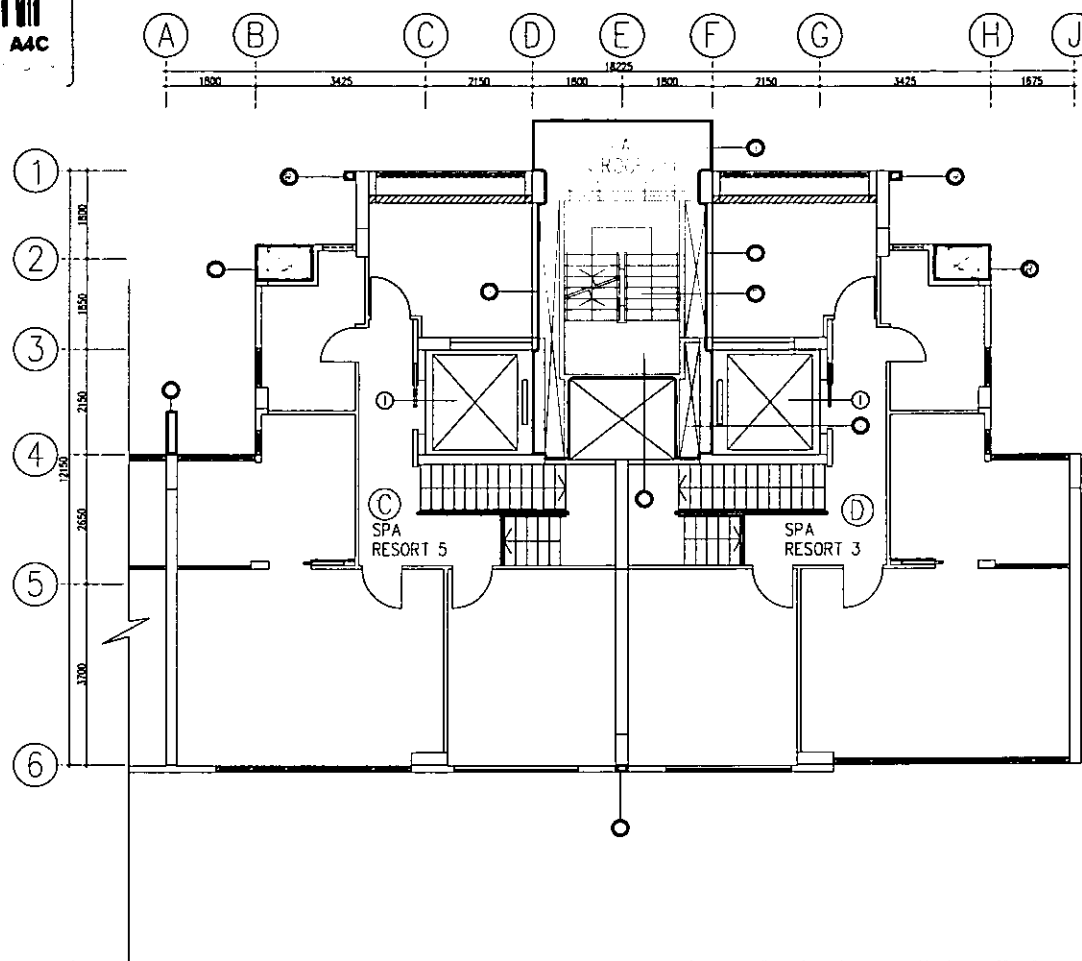
I hereby certify the accuracy of the plan

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 AUTHORIZED PERSON-ARCHITECT



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LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

3RD FLOOR PLAN - BLOCK L10, L12, L16 & L18
L10-(9 BLUE LAGOON), L12-(6 BLUE LAGOON),
L16-(3 BLUE LAGOON) & L18-(1 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND

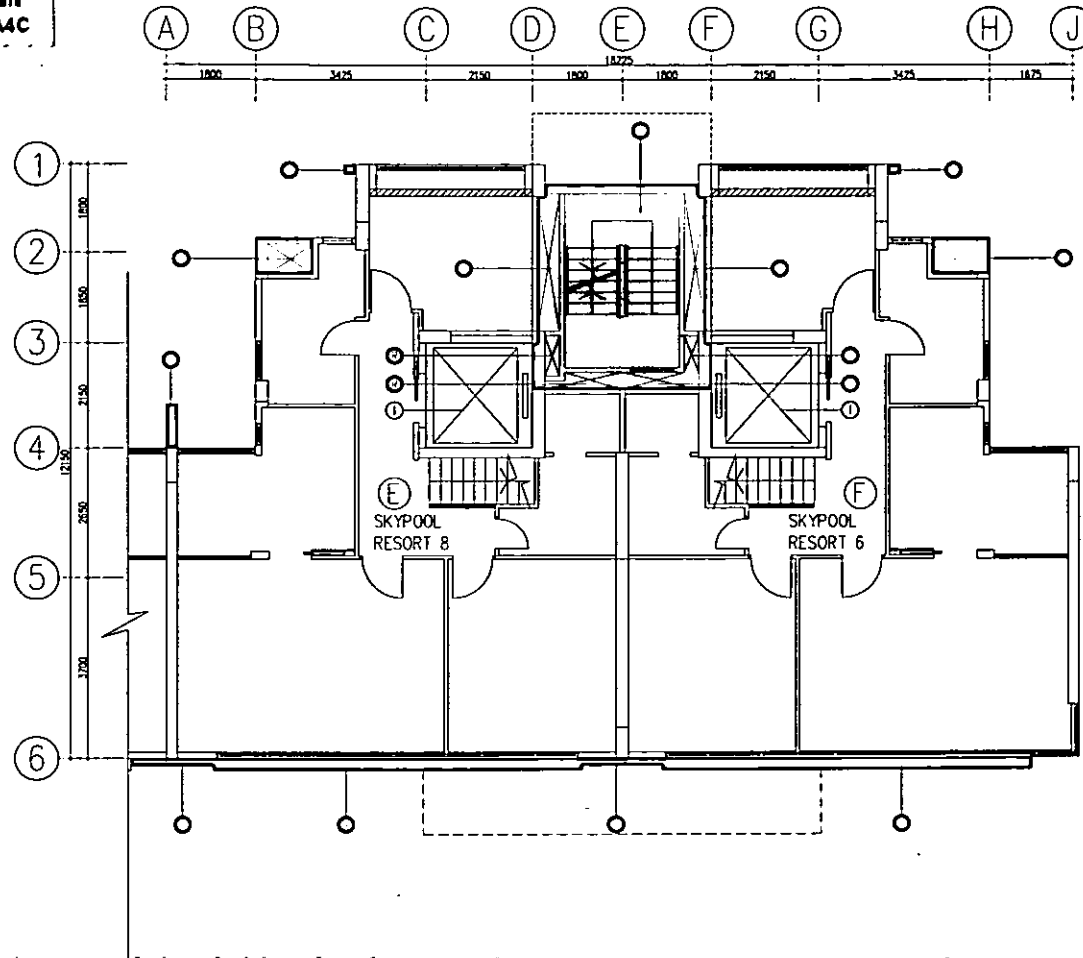
I hereby certify the accuracy of the plan

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



註冊摘要編號 MN: 14091500580228 AAC

DATE : JANUARY 28, 2014



LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

5TH FLOOR PLAN - BLOCK L10, L12, L16 & L18
L10-(9 BLUE LAGOON), L12-(6 BLUE LAGOON),
L16-(3 BLUE LAGOON) & L18-(1 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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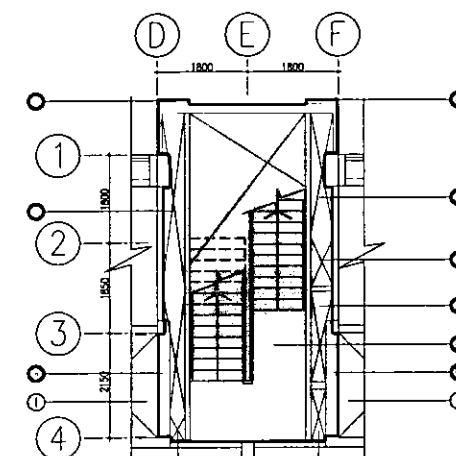
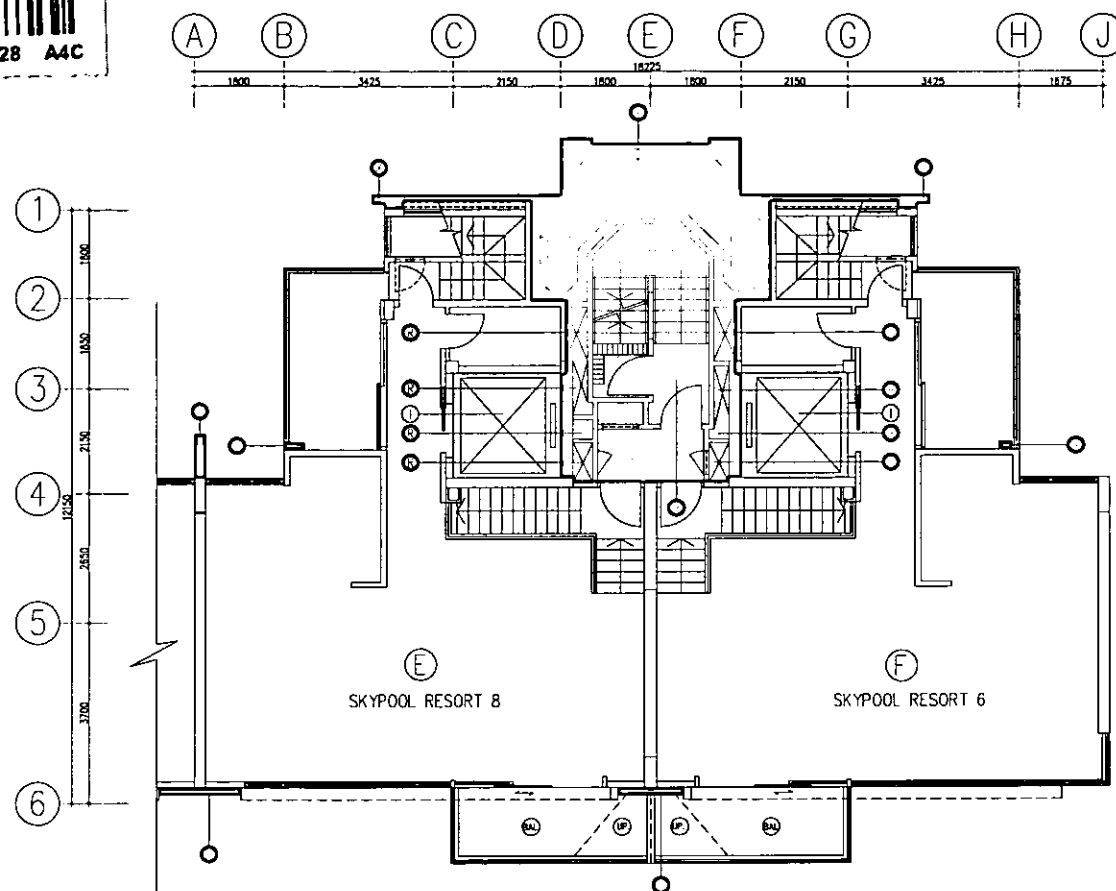
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AUTHORIZED PERSON-ARCHITECT



註冊摘要編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



PART PLAN OF STAIRCASE

I hereby certify the accuracy of the plan

[Signature]

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

6TH FLOOR PLAN - BLOCK L10, L12, L16 & L18
L10-(9 BLUE LAGOON), L12-(6 BLUE LAGOON),
L16-(3 BLUE LAGOON) & L18-(1 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

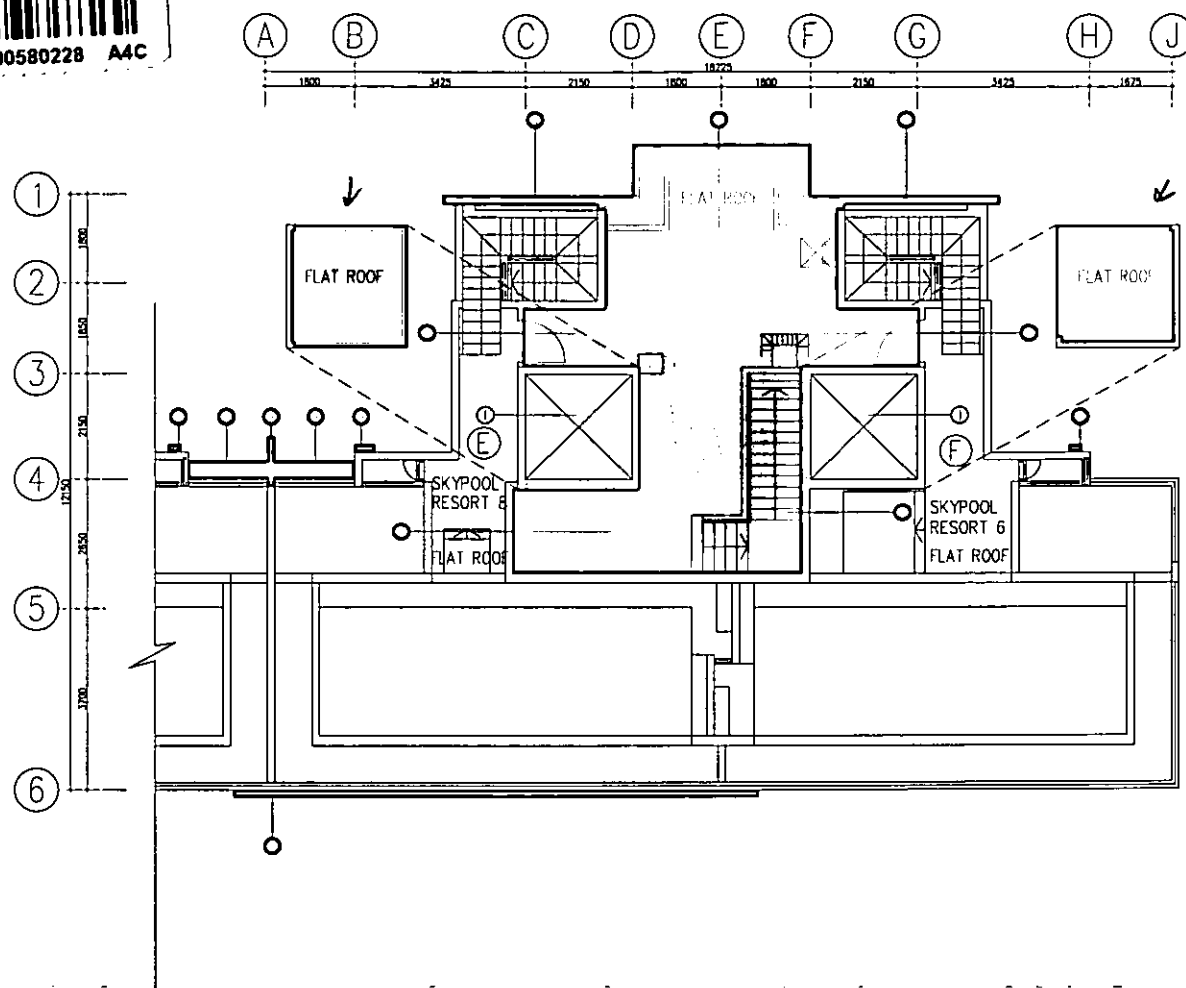
NOTES:

1. NOT TO SCALE
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註冊編號 MN: 14091500580228 A4C

DATE : JANUARY 28, 2014



LEGEND:

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- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

ROOF FLOOR PLAN - BLOCK L10, L12, L16 & L18
L10-(9 BLUE LAGOON), L12-(6 BLUE LAGOON),
L16-(3 BLUE LAGOON) & L18-(1 BLUE LAGOON)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND

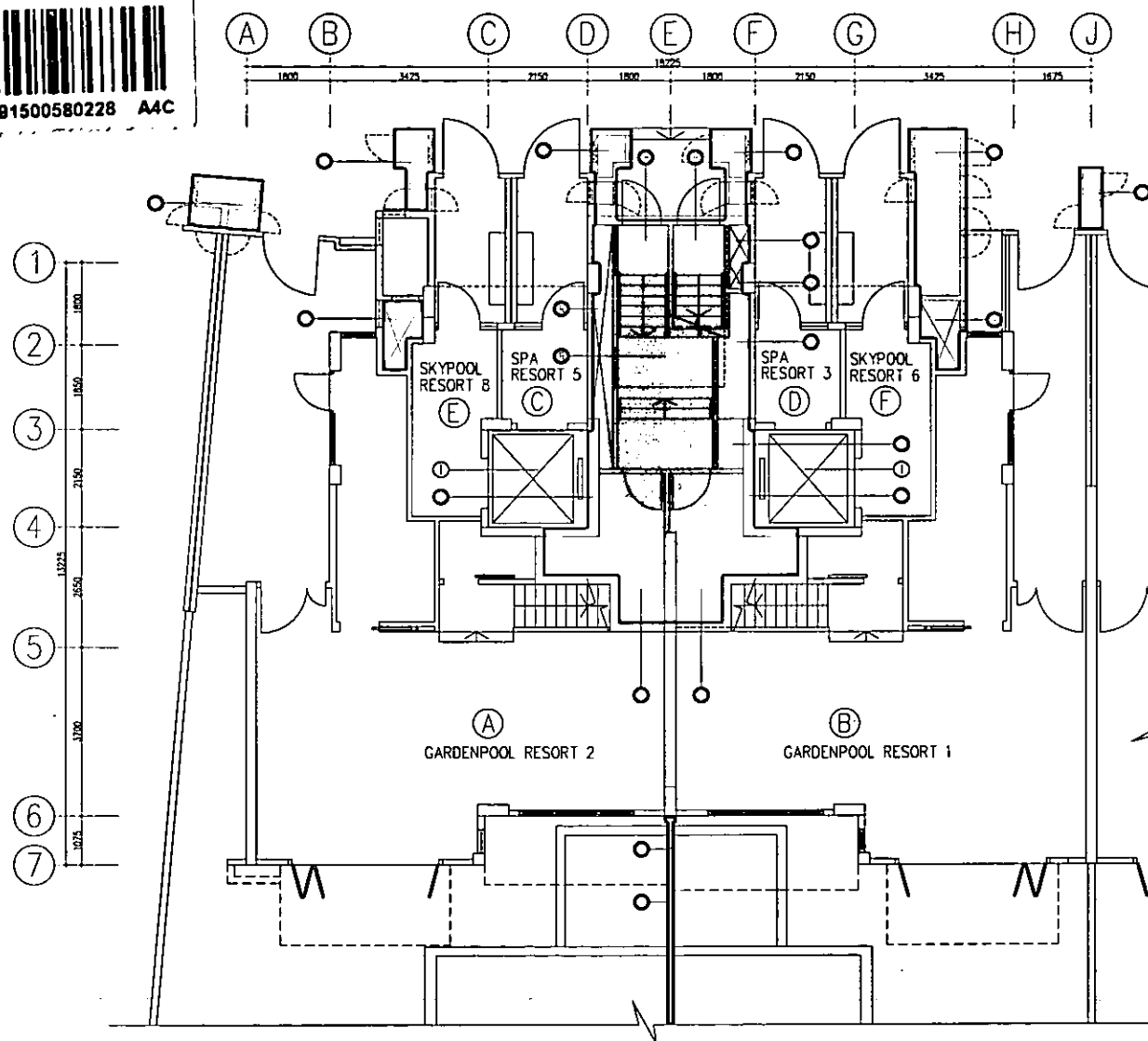
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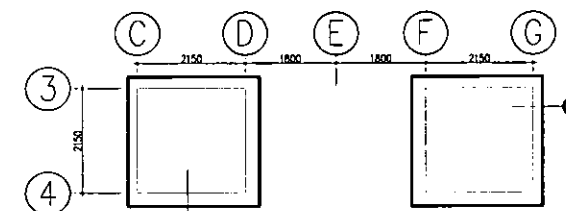


註冊編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L11 (8 BLUE LAGOON)



UNDERGROUND LIFT PIT PLAN

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

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

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

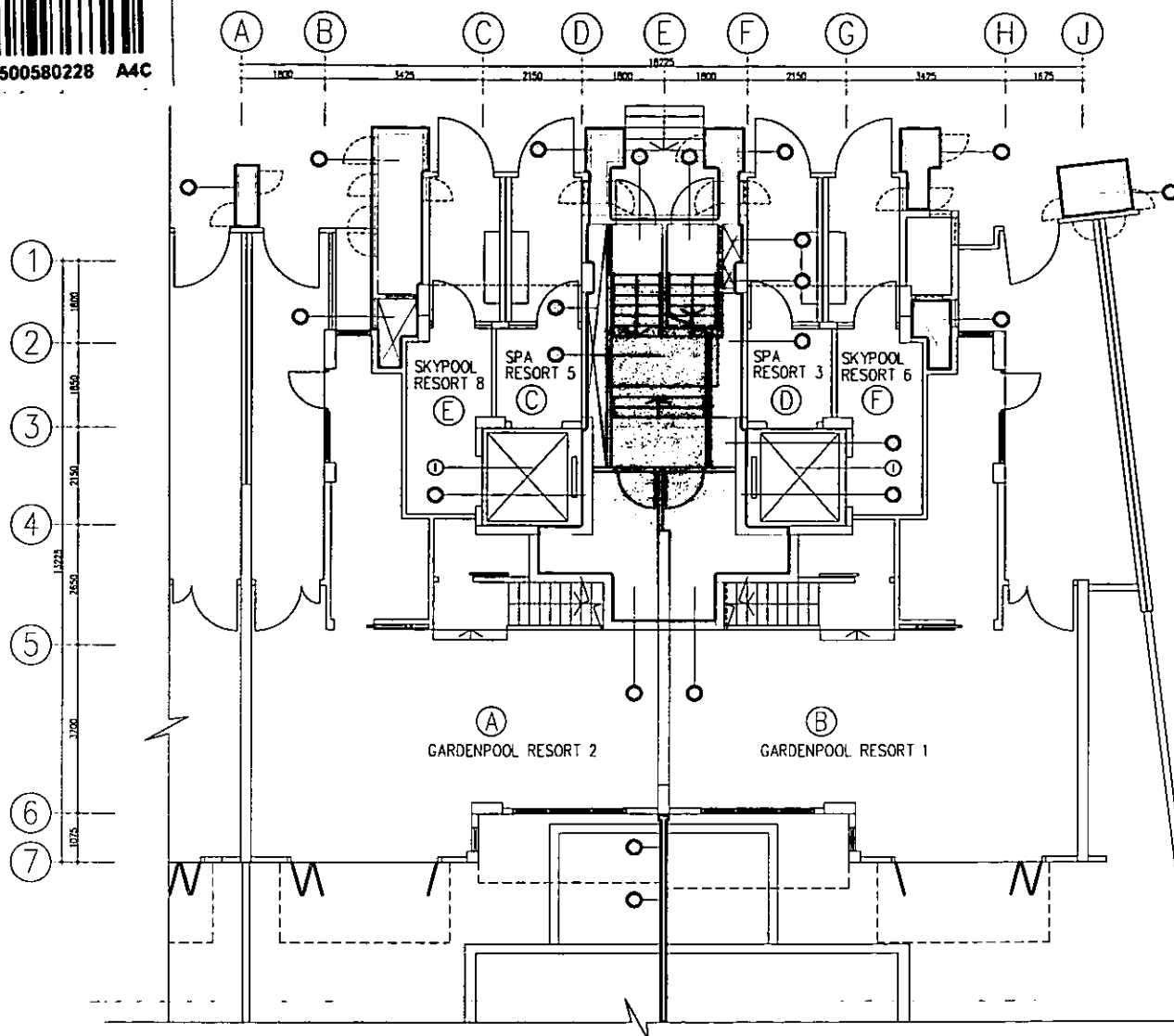
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
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DISCOVERY BAY, LANTAU ISLAND

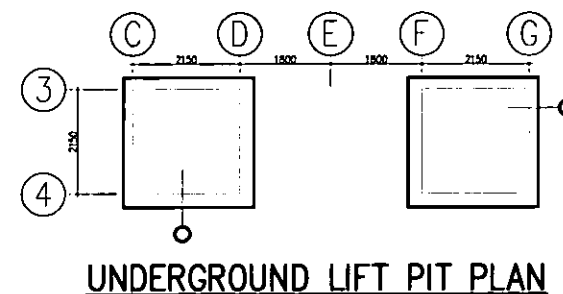


註冊摘要編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L12 (6 BLUE LAGOON)



UNDERGROUND LIFT PIT PLAN

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

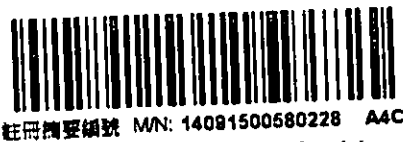
I hereby certify the accuracy of the plan

K

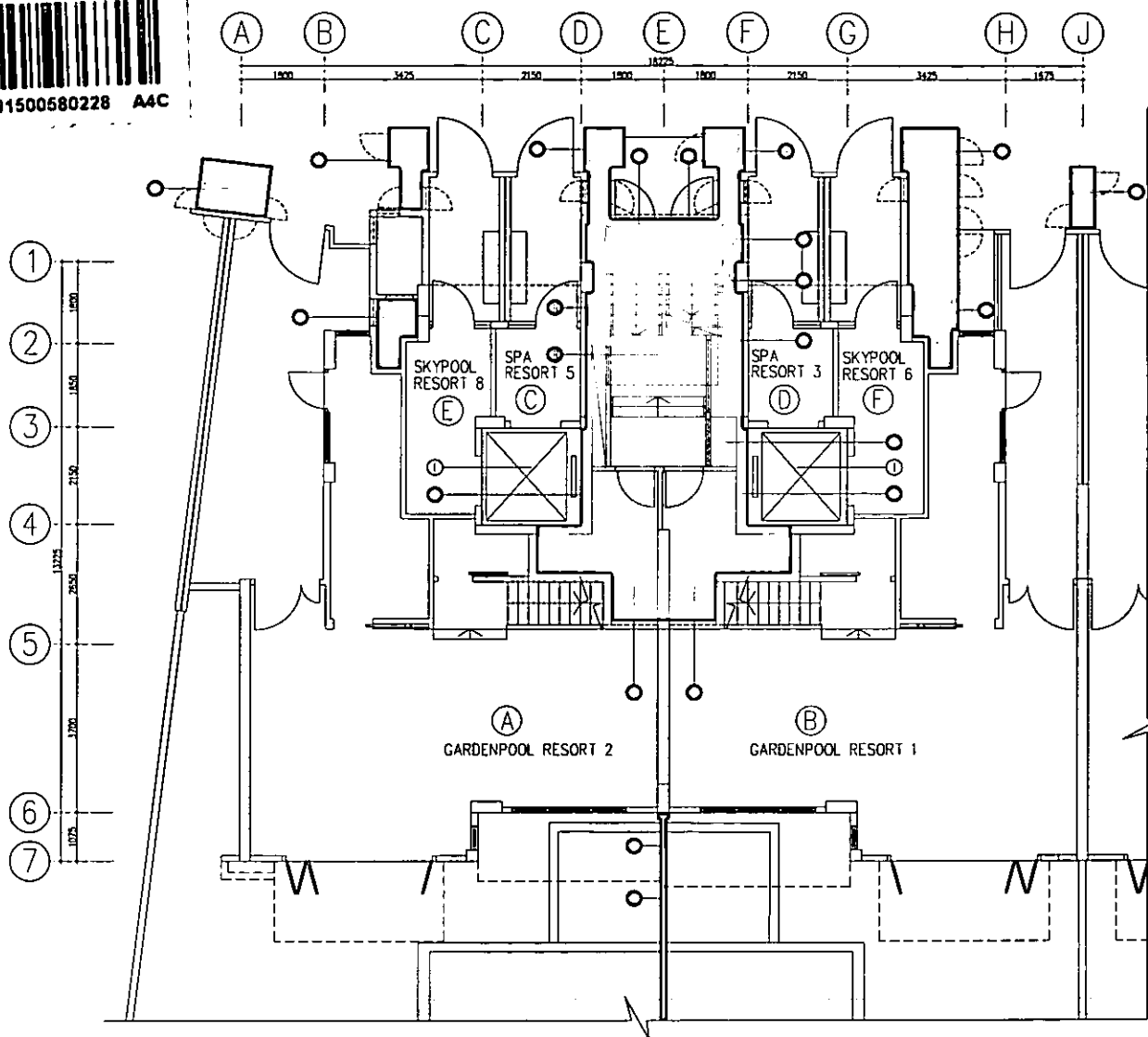
KENNETH T.H. CHAU R.I.B.A. F.H.K.I.A.
AUTHORIZED PERSON-ARCHITECT

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

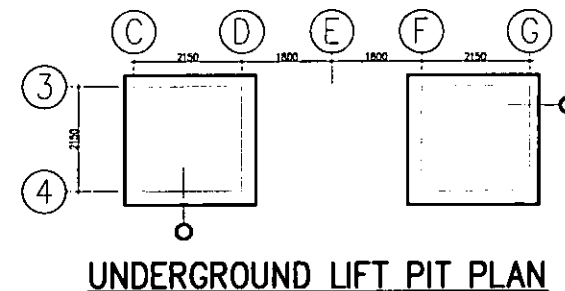
RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L15 (5 BLUE LAGOON)



UNDERGROUND LIFT PIT PLAN

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan

K.

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AUTHORIZED PERSON-ARCHITECT

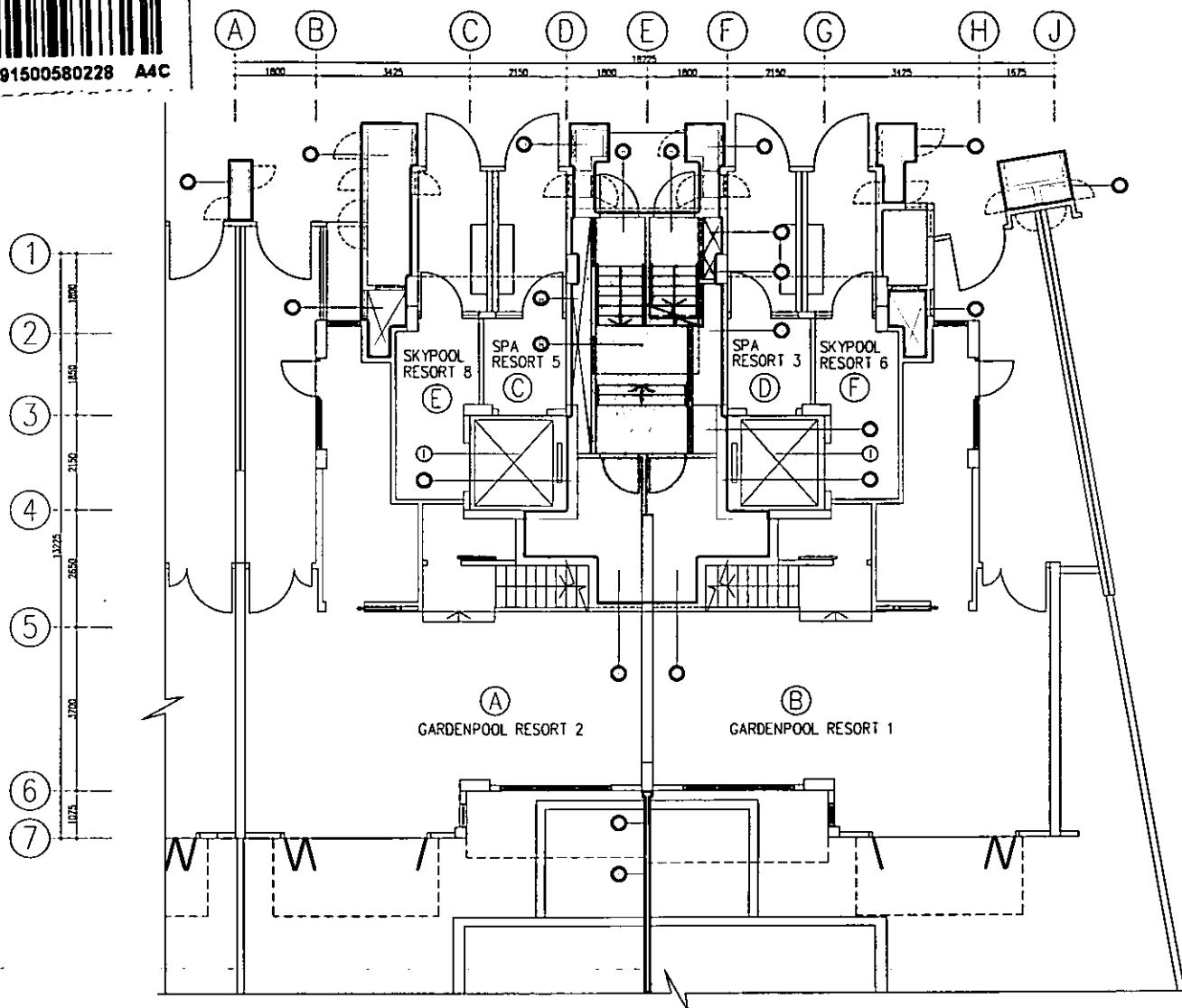
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
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DISCOVERY BAY, LANTAU ISLAND

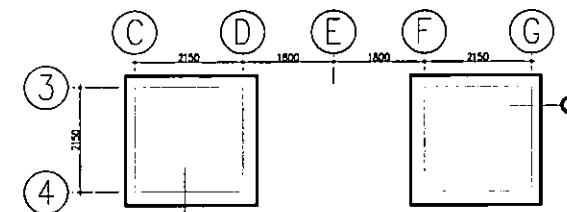


註冊測量編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L16 (3 BLUE LAGOON)



UNDERGROUND LIFT PIT PLAN

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan

K

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AUTHORIZED PERSON-ARCHITECT

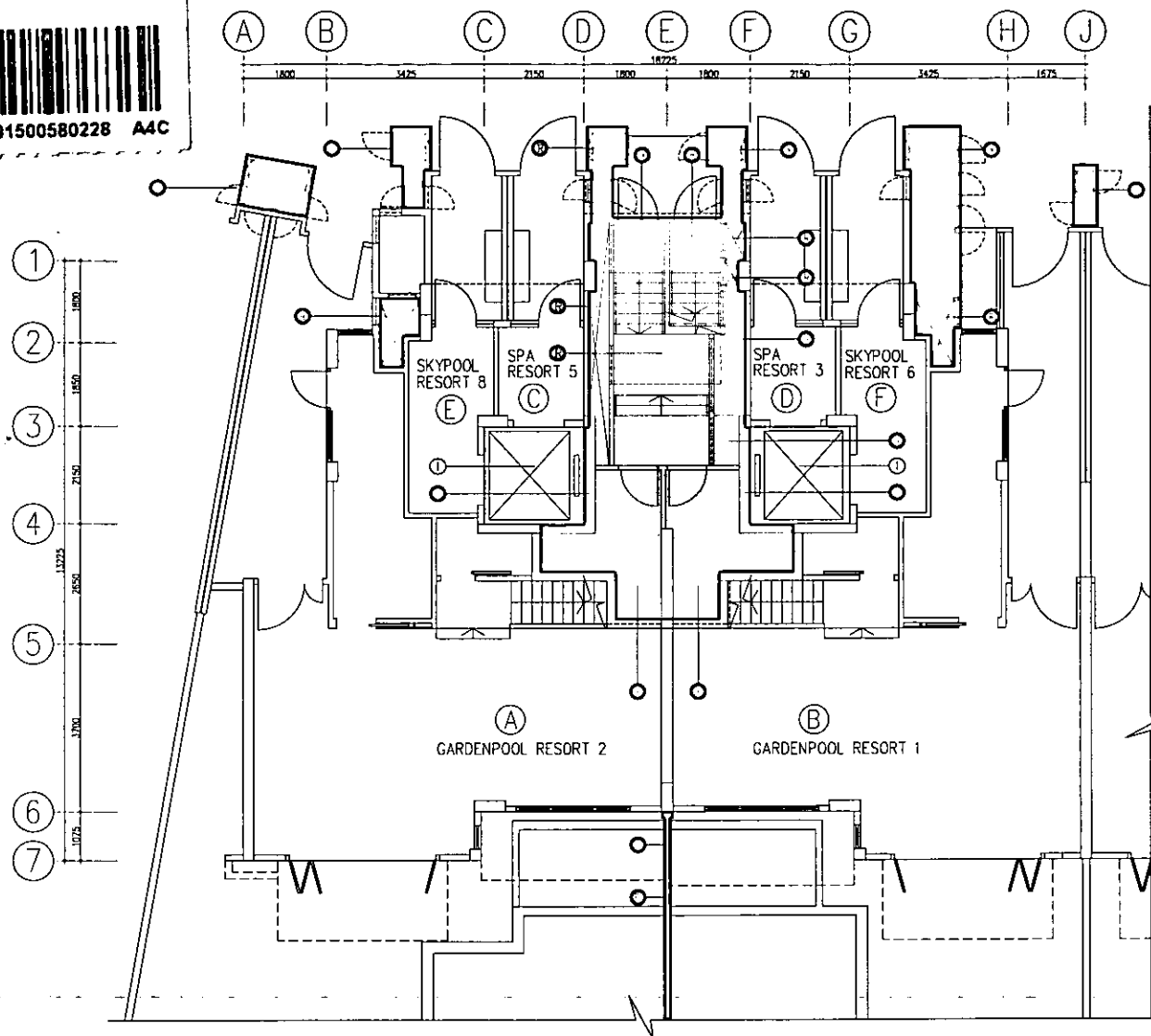
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DISCOVERY BAY, LANTAU ISLAND

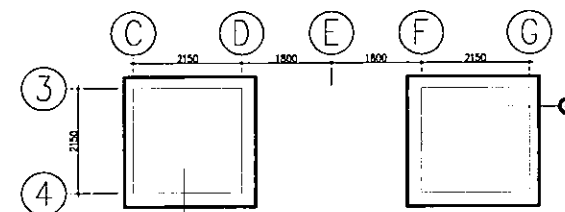


註冊摘要編號 M/N: 14091500580228 AAC

DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L17 (2 BLUE LAGOON)



UNDERGROUND LIFT PIT PLAN

I hereby certify the accuracy of the plan

Kenneth T.H. Chau

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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2. FOR INDICATION PURPOSE ONLY

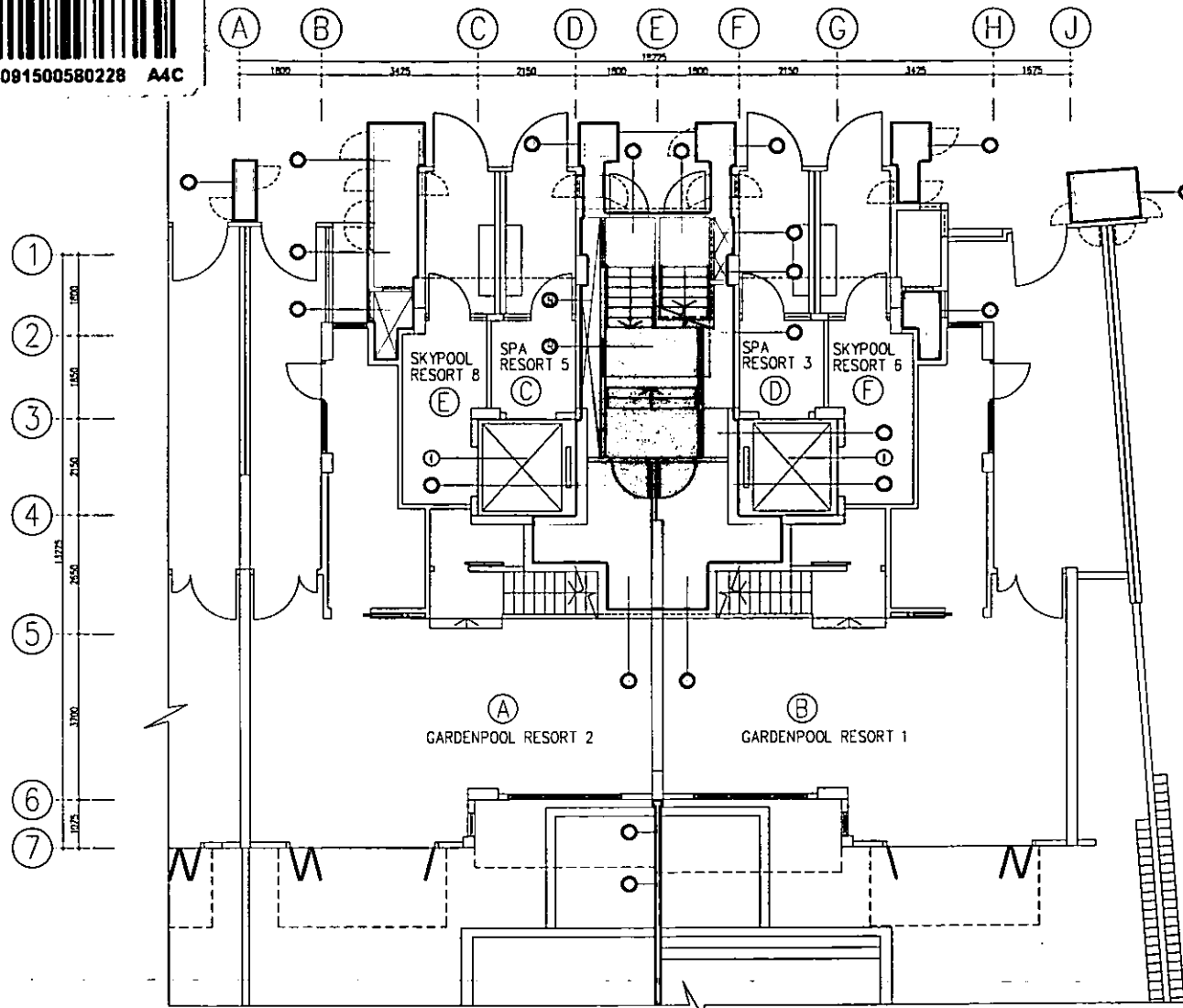
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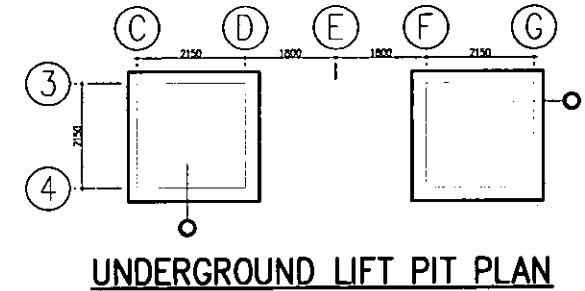


註冊樓宇編號 MN: 14091500580228 AAC

DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L18 (1 BLUE LAGOON)



UNDERGROUND LIFT PIT PLAN

I hereby certify the accuracy of the plan

K

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

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1e, POSITANO
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LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

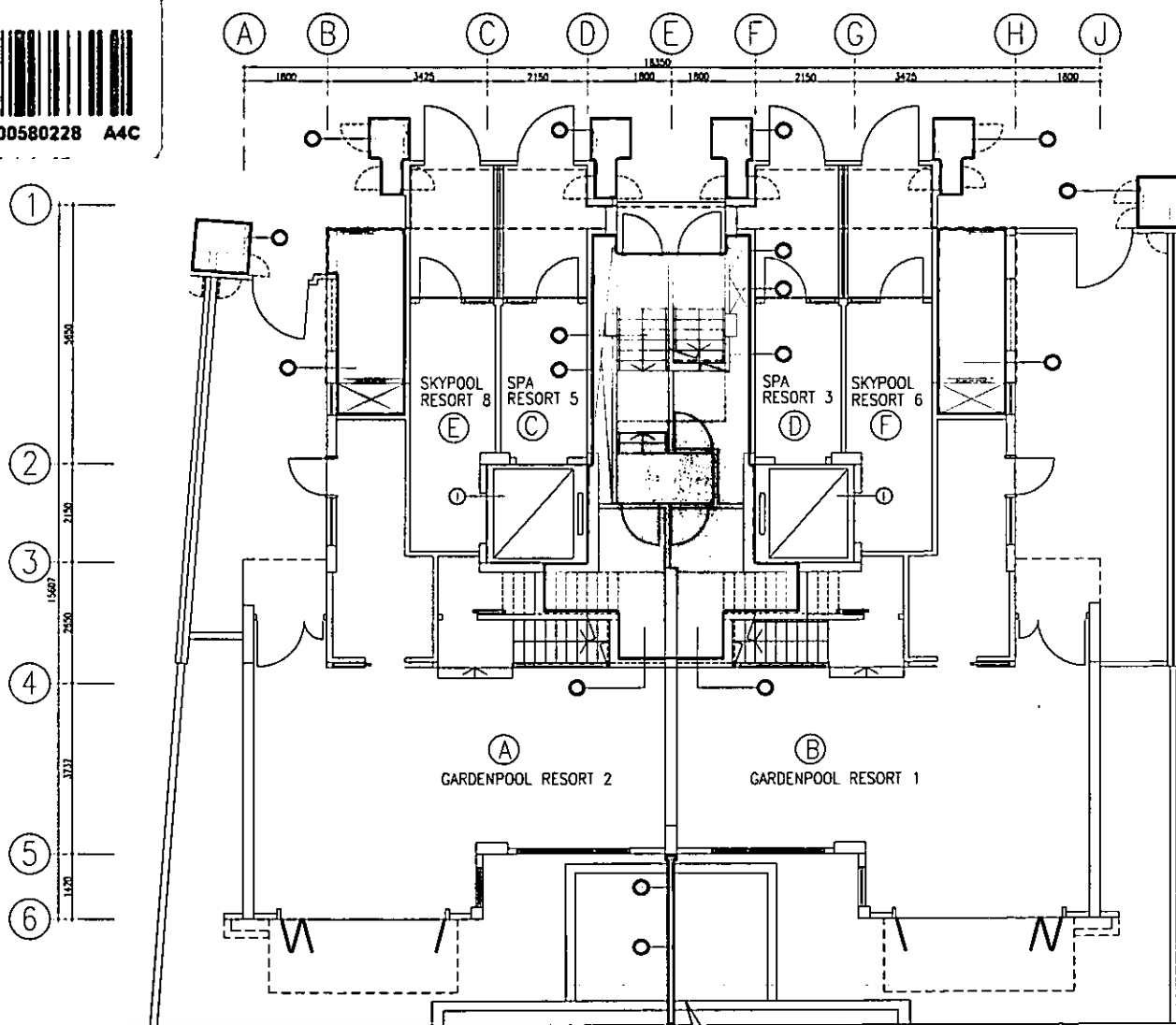
NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

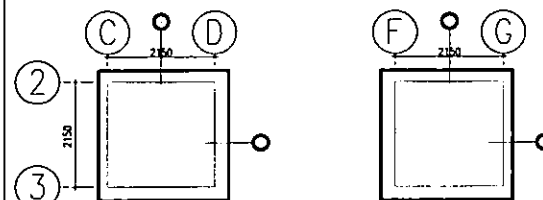


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DATE : JANUARY 28, 2014



GROUND FLOOR PLAN - BLOCK L19 (2 AQUA ISLAND)



UNDERGROUND LIFT PIT PLAN

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan

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

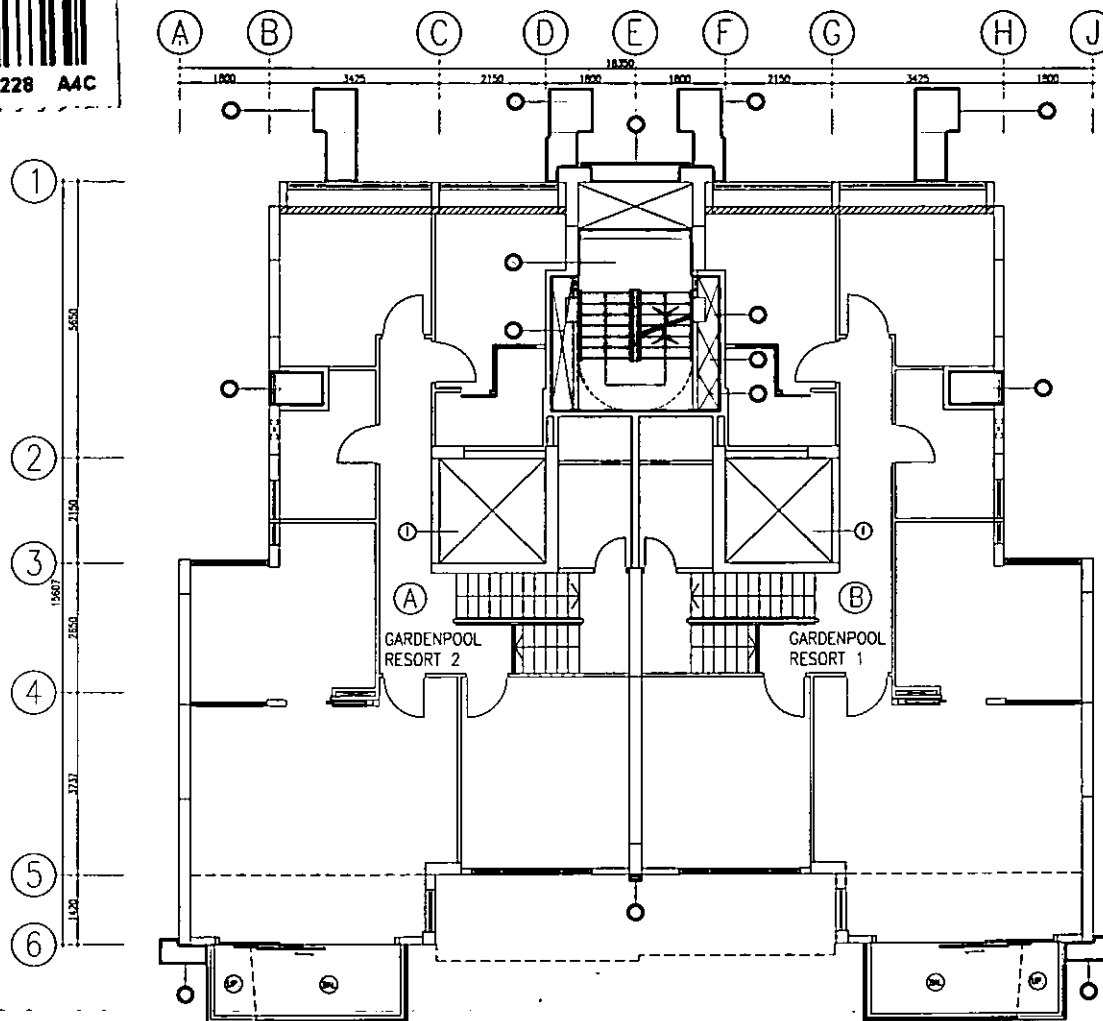
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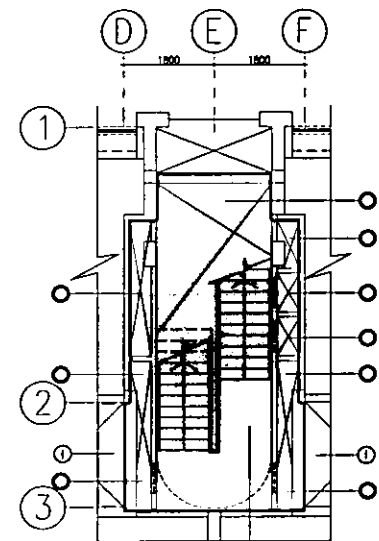


註冊建築師號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



1ST FLOOR PLAN - BLOCK L19 (2 AQUA ISLAND)



PART PLAN OF STAIRCASE

I hereby certify the accuracy of the plan

K.

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

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊘ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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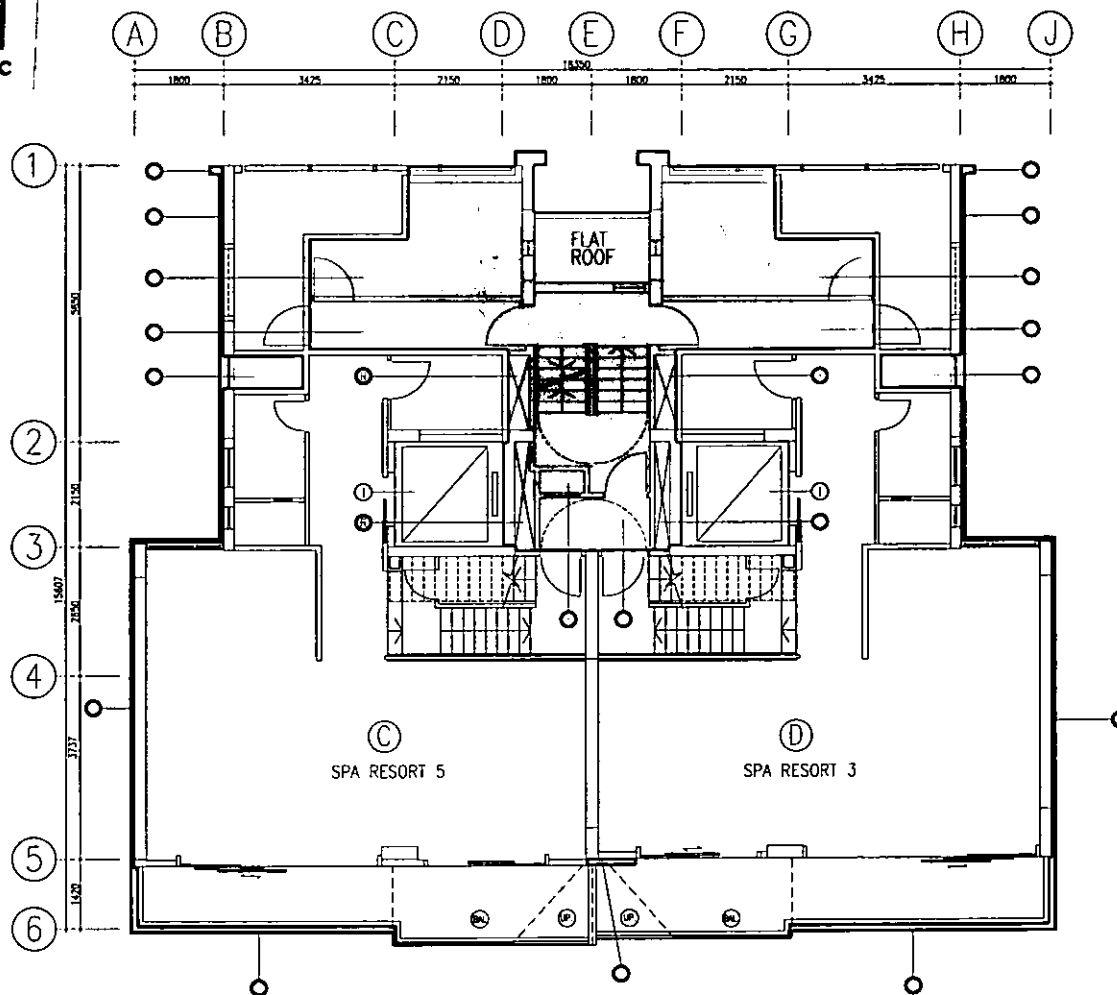
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DATE : JANUARY 28, 2014



2ND FLOOR PLAN - BLOCK L19 (2 AQUA ISLAND)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

1. NOT TO SCALE
2. FOR INDICATION PURPOSE ONLY

I hereby certify the accuracy of the plan

K.

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

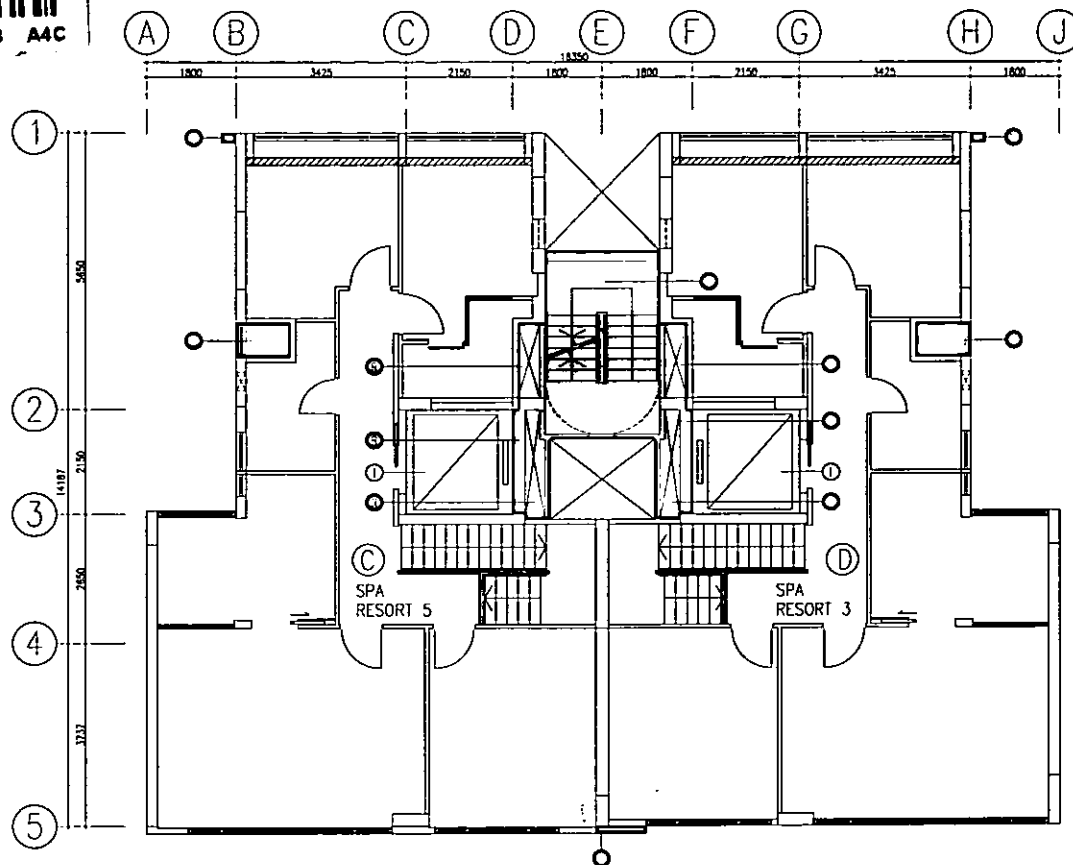
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: RESIDENTIAL DEVELOPMENT AT DISCOVERY BAY NORTH AREA N1a, POSITANO
THE REMAINING PORTION OF LOT NO. 385 AND THE EXTENSIONS THERETO IN. D.D. NO. 352,
DISCOVERY BAY, LANTAU ISLAND



註冊摘要編號 M/N: 14091500580228 A4C

DATE : JANUARY 28, 2014



3RD FLOOR PLAN - BLOCK L19 (2 AQUA ISLAND)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
- ⊙ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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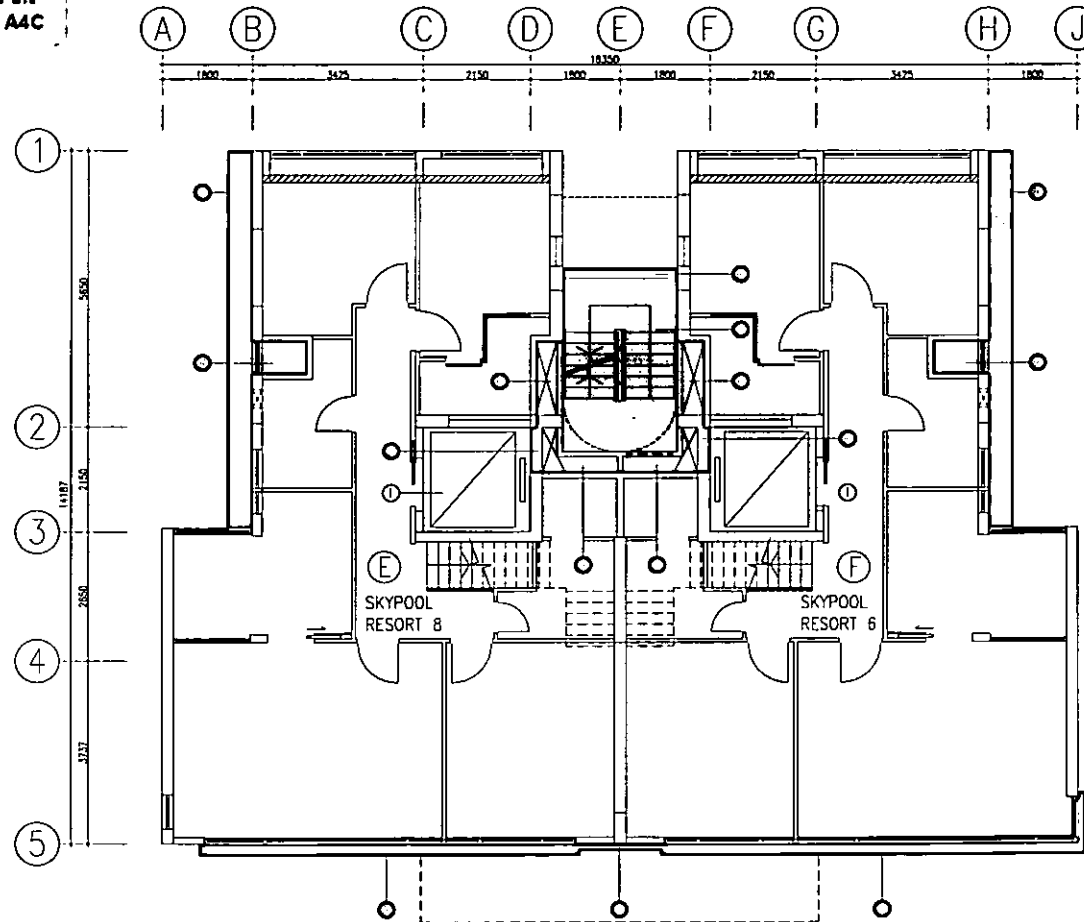
PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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DISCOVERY BAY, LANTAU ISLAND



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DATE : JANUARY 28, 2014



5TH FLOOR PLAN - BLOCK L19 (2 AQUA ISLAND)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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2. FOR INDICATION PURPOSE ONLY

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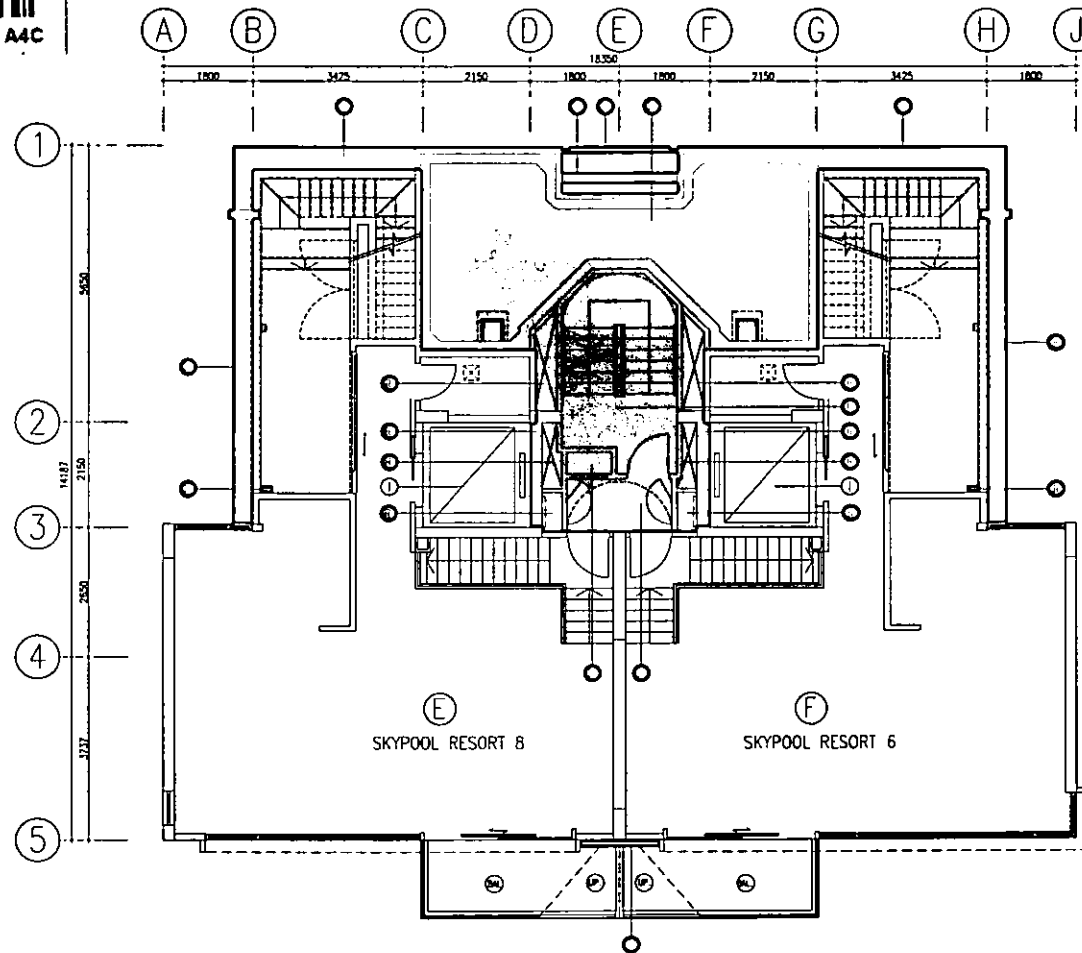
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6TH FLOOR PLAN - BLOCK L19 (2 AQUA ISLAND)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:
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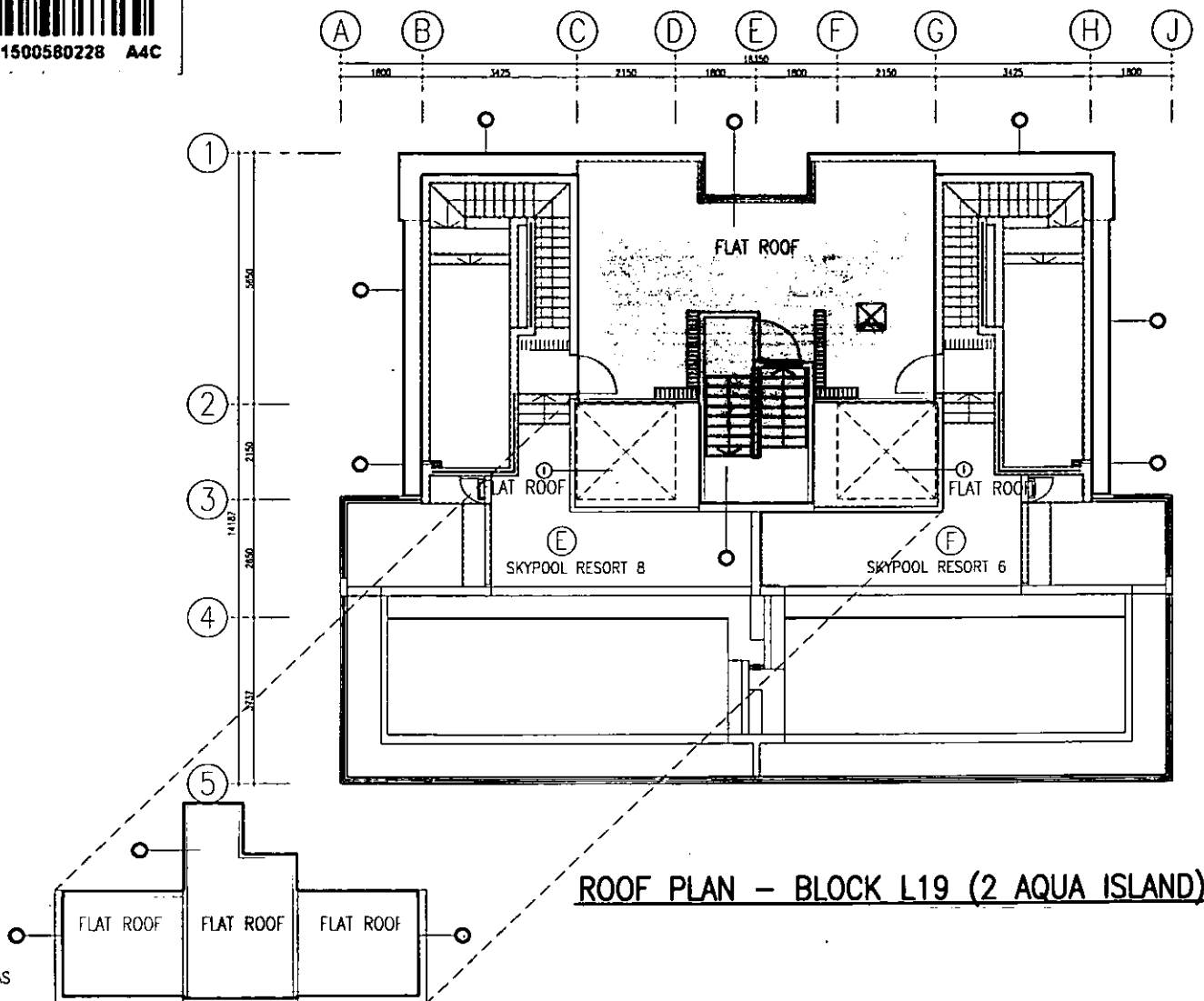
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ROOF PLAN - BLOCK L19 (2 AQUA ISLAND)

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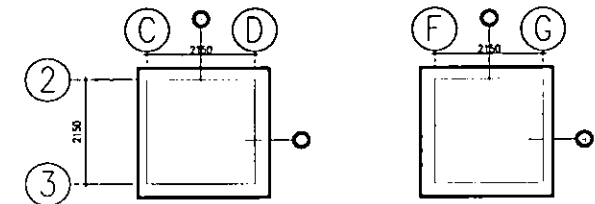
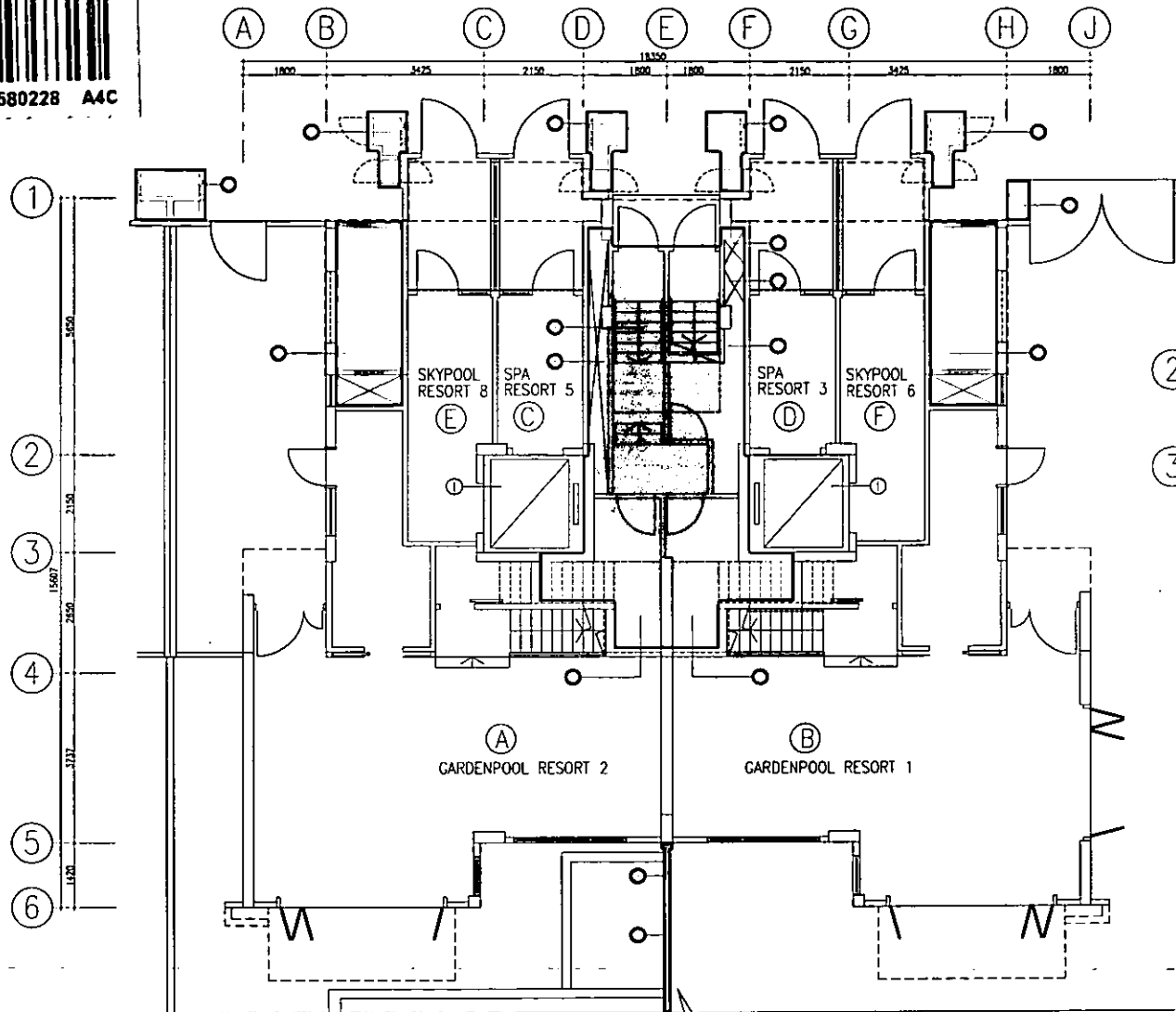
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註冊樓宇編號 M/N: 14091500580228 A4C

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UNDERGROUND LIFT PIT PLAN

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊗ BALCONY (NON-ENCLOSED)
- ⊗ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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2. FOR INDICATION PURPOSE ONLY

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[Signature]

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

GROUND FLOOR PLAN - BLOCK L20 (1 AQUA ISLAND)

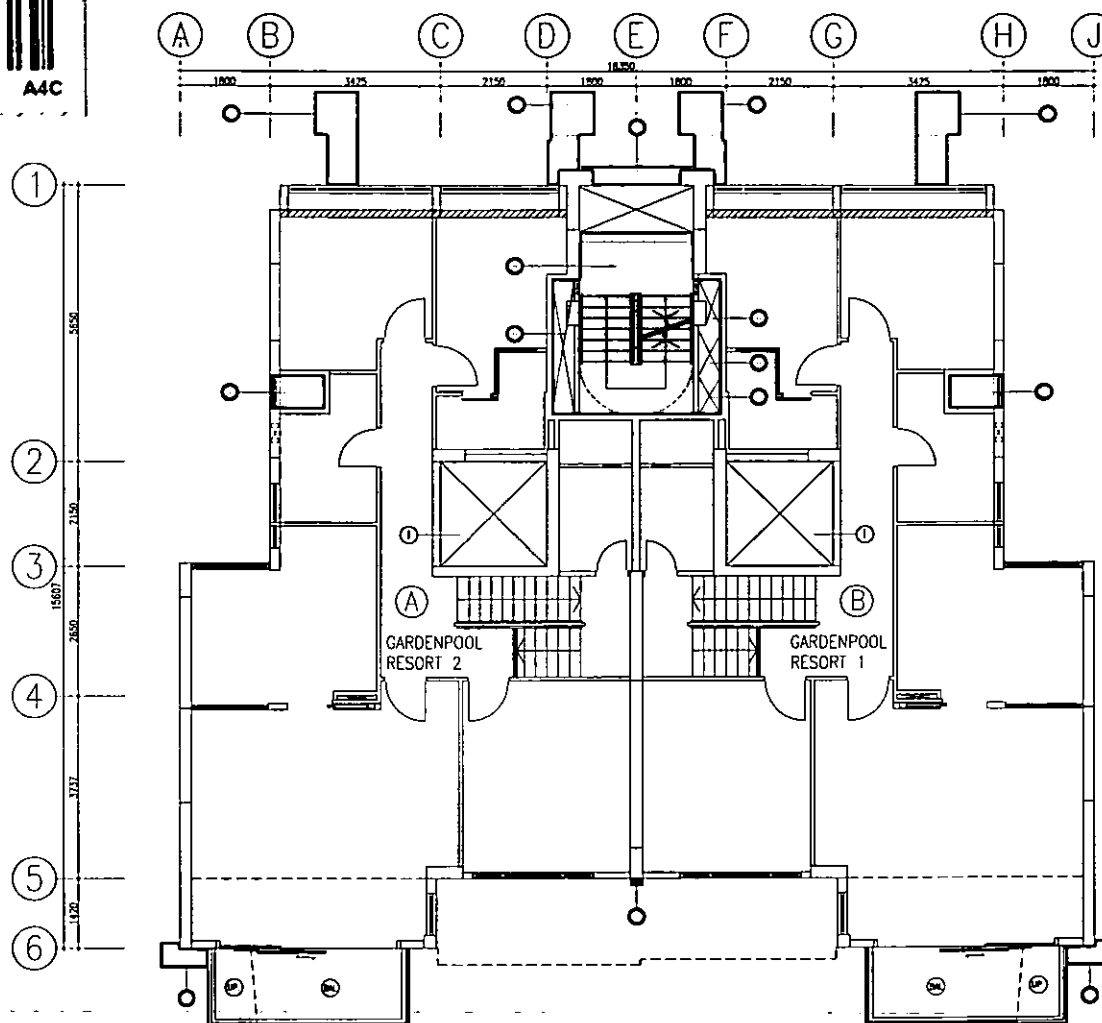
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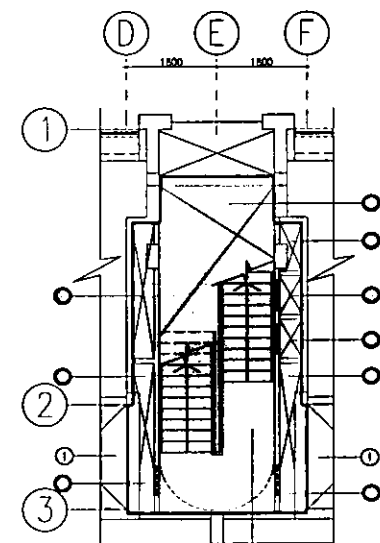


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1ST FLOOR PLAN - BLOCK L20 (1 AQUA ISLAND)



PART PLAN OF STAIRCASE

I hereby certify the accuracy of the plan

K.

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AUTHORIZED PERSON-ARCHITECT

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
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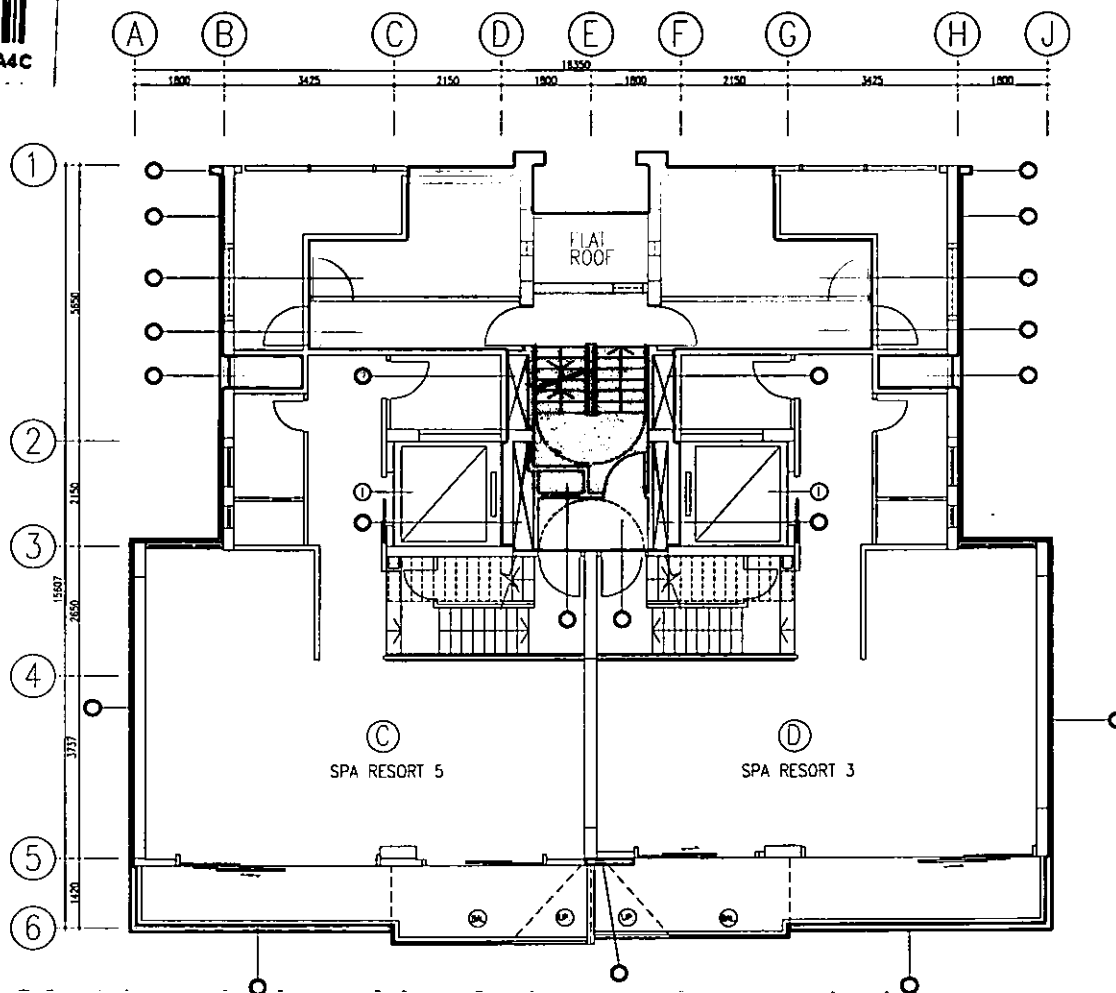
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DATE : JANUARY 28, 2014



2ND FLOOR PLAN - BLOCK L20 (1 AQUA ISLAND)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- ① UPPER FLOOR COMMON AREAS
- ▨ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊖ BALCONY (NON-ENCLOSED)
- ⊕ UTILITY PLATFORM (NON-ENCLOSED)

NOTES:

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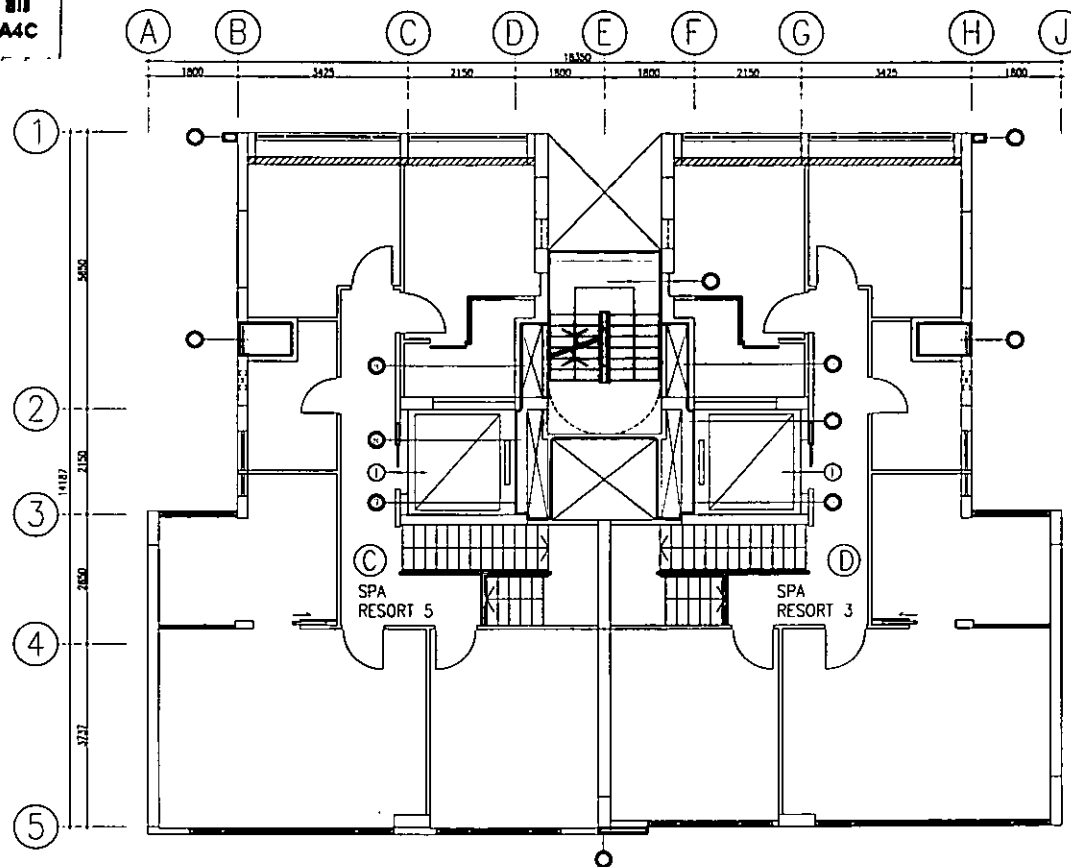
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註冊樓宇編號 MN: 14081500580228 A4C

DATE : JANUARY 28, 2014



3RD FLOOR PLAN - BLOCK L20 (1 AQUA ISLAND)

LEGEND:

- POSITANO RESIDENTIAL COMMON AREAS
- UPPER FLOOR COMMON AREAS
- PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
- ⊕ BALCONY (NON-ENCLOSED)
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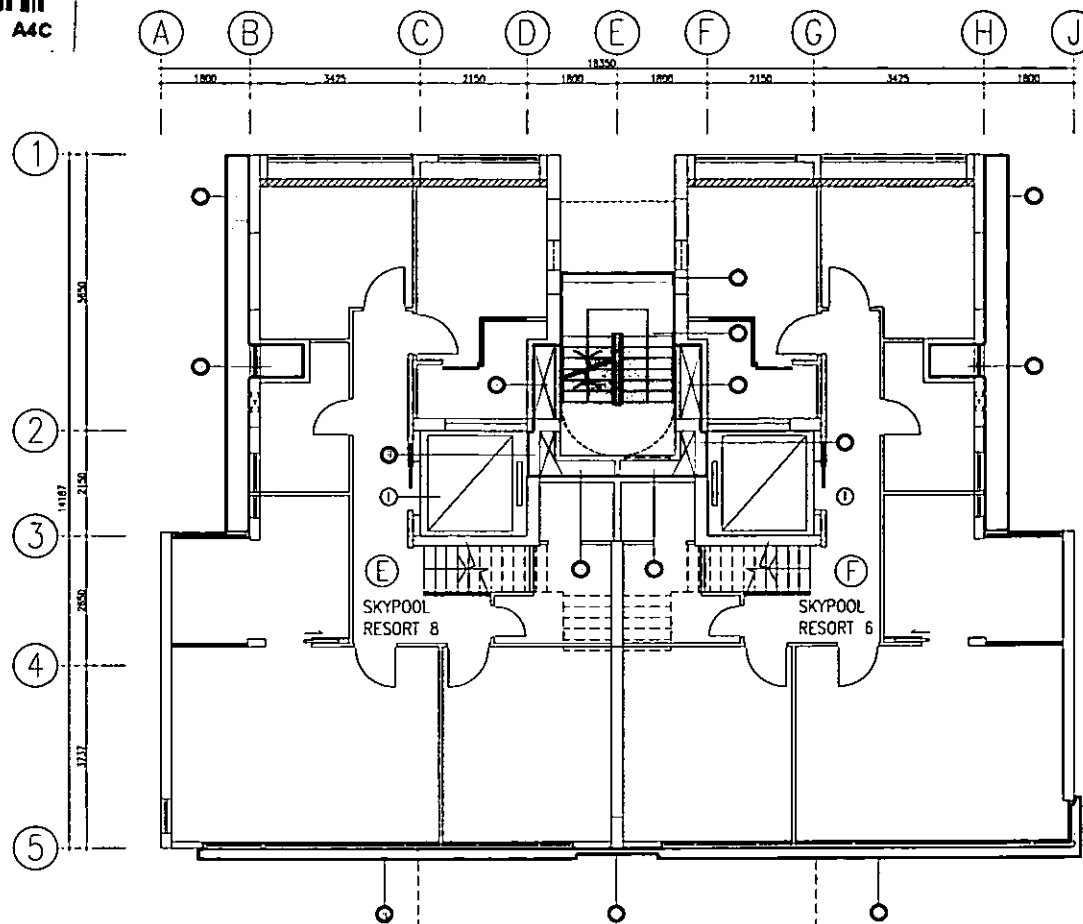
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5TH FLOOR PLAN - BLOCK L20 (1 AQUA ISLAND)

LEGEND:

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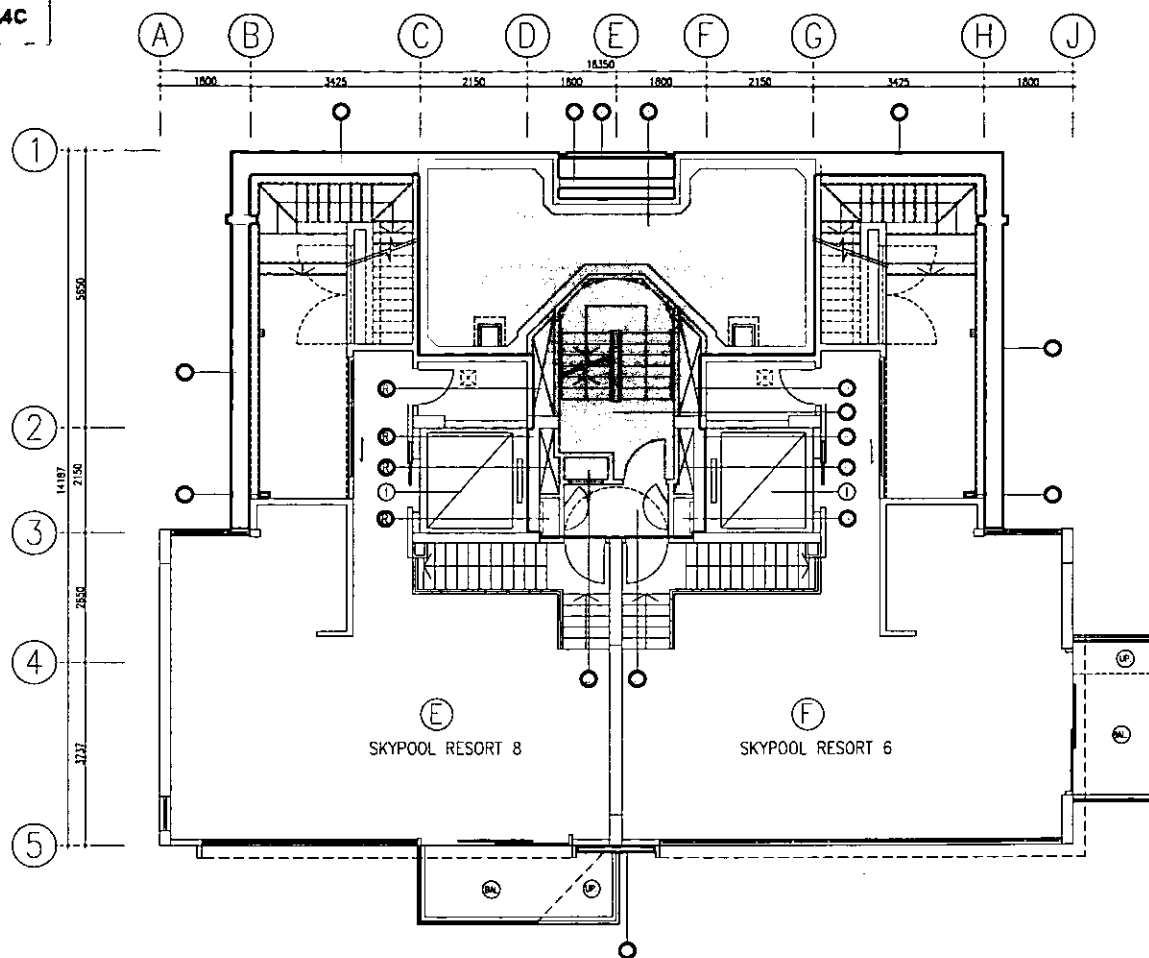
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AUTHORIZED PERSON-ARCHITECT

LEGEND:

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- ⊗ PRE-FABRICATED NON-STRUCTURAL EXTERNAL WALL
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6TH FLOOR PLAN - BLOCK L20 (1 AQUA ISLAND)

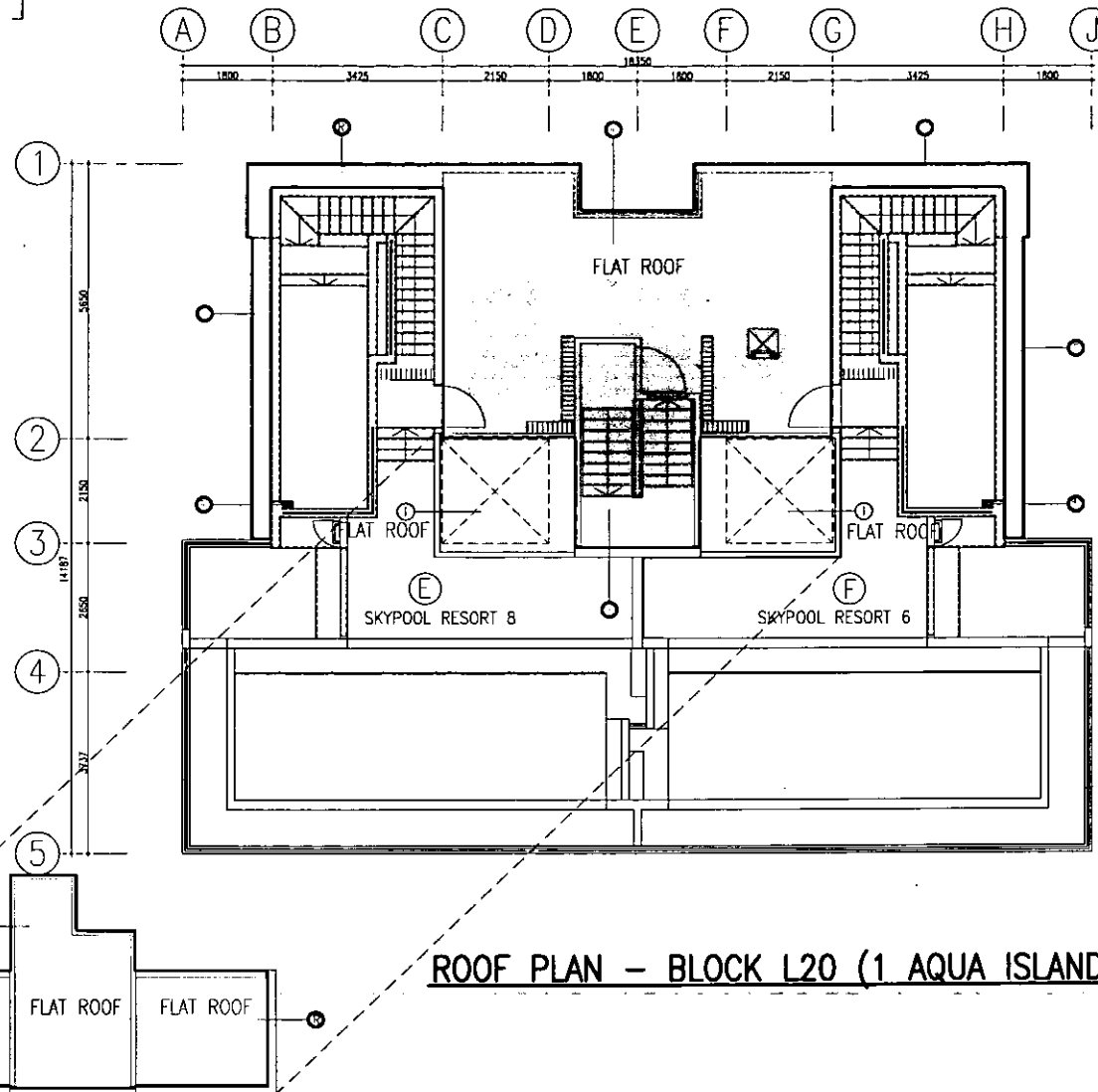
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ROOF PLAN - BLOCK L20 (1 AQUA ISLAND)

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PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

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