

HEADLAND VILLAGE PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT re HEADLAND VILLAGE DISCOVERY BAY, LANTAU ISLAND R.P. OF LOT 385 IN D.D. 352 & EXTENSIONS

YELLOW BROWN

which Tsui Hin Fai, Rick Authorized Person

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No. 149750

A MEMORIAL required to be registered in the **ISLANDS** District Land Office New Territories, at Hong Kong

Name and object of Instrument.	Sub-Sub-Deed of Mutual Covenant (in duplicate) — a copy whereof is annexed hereto		
Date of Instrument.	; 9 FEB 1989		
Names and additions of parties.	HONG KONG RESORT COMPANY LIMITED whose registered office is situate at 1st Floor, Commercial Centre, Discovery Bay, Lantau Island, Hong Kong "the Registered Owner" FULL TALENT LIMITED (全才有没有意) whose registered office is situate at Room 1103, 11th Floor, China Building, 29 Queen's Road Central, Hong Kong "the First Purchaser" AND		
	DISCOVERY BAY SERVICES MANAGEMENT LIMITED whose registered office is situate at 1st Floor, Commercial Centre, Discovery Bay, Lantau Island, Hong Kong "the Manager"		
Description of land or premises affected and where situate.	The Remaining Portion of Lot No.385 in D.D.352 and The Extension Thereto		
Consideration and to whom and how paid.	N/A		
Particulars of incumbrances to which the premises are subject, and other special covenants or particulars mentioned in the Instrument.	N/A		
Name and additions of witnesses.	Please see copy annexed hereto		
Signature of parties signing Memorial.	Citealy		

Messrs. Woo, Kwan, Lee & Lo duly admitted and enrolled as a solicitor in Hong Kong, hereby certify that according to Section 7 of the Land Registration Ordinance (Cap.128) the foregoing Memorial contains a just and true account of the several

particulars therein set forth.

Dated the - 5 MAR 1989 day of

Received at the **ISLANDS** District Land Office New Territories at Hong Kong, and Registered by Memorial No. 149750

- 8 MAR 1989 on

P. Land Officer, New Territories.

Vol. 469 Fol. 33, SDR 1160 117 50 ("A" Book Vol. Page

Hong Kong.

Annexure to Memorial No.

149750

THIS SUB-SUB-DEED OF MUTUAL COVENANT is made the 9th day of February

One thousand nine hundred and eighty-nine

BETWEEN :

HONG KONG RESORT COMPANY LIMITED (香港與業有限公司) whose registered office is situate at 1st Floor,
Commercial Centre, Discovery Bay, Lantau Island, Hong Kong
("the Registered Owner")
FULL TALENT LIMITED (全才有深之司) whose registered
office is situate at Room 1103, 11th Floor, China Building,
29 Queen's Road Central, Hong Kong ("the First Purchaser"
which expression shall where the context so admits include
his executors administrators and assigns) and
DISCOVERY BAY SERVICES MANAGEMENT LIMITED whose registered
office is situate at 1st Floor, Commercial Centre,
Discovery Bay, Lantau Island, aforesaid ("the Manager").

WHEREAS:

- (1) This Deed is supplemental to the Deed of Mutual Covenant registered in the District Land Office, Islands by Memorial No.112018 ("the Principal Deed") and the Sub-Deed of Mutual Covenant registered in the District Land Office, Islands by Memorial No.112091 ("the Sub-Deed").
- (2) Prior to the Assignment hereinafter mentioned the Registered Owner was the registered owner and entitled to (inter alia) All Those 8,742/250,000th undivided parts or shares of and in All That piece or parcel of ground registered in the District Land Office, Islands as The Remaining Portion of Lot No.385 in D.D. No.352 and the Extensions Thereto ("the Lot") and All Those 8,742/12,200th parts or shares of and in the Headland

Village Together with the sole and exclusive right and privilege to hold use occupy All That portion of the Village Retained Area (as defined in the Sub-Deed) as shown coloured Brown on the Plan hereto annexed and the messuages erections and buildings now erected or hereafter to be erected thereon subject to and with the benefit of the Conditions (as defined in the Principal Deed) the Principal Deed and the Sub-Deed.

- (3) The Registered Owner has developed the said Portion by erection thereon block of residential units known as Sub-Phase III of Phase III Area 5 Outer Ring of Headland Village comprising 143 Units.
- (4) For the purpose of sale, the undivided shares referred to in recital (2) have been sub-allocated to the units in the manner set out in Section II hereof.
- (5) By an Assignment dated the 9th day of February 1989 made between the Registered Owner of the first part, New World Development Company Limited of the second part and the First Purchaser of the third part and registered in the District Land Office, Islands by Memorial No. 140749 in consideration therein expressed the Registered Owner assigned unto the First Purchaser All Those 23/250,000th undivided parts or shares of and in the Lot and All Those 23/12,200th undivided parts or shares of and in the Headland Village Together with the sole and exclusive right and privilege to hold use occupy and enjoy All That House No.29 Seabee Lane of the Village.
- (6) The parties hereto have agreed to enter into this Sub-Sub-Deed to define their respective right interest and obligations of and in the said Sub-Phase III of Phase III Area 5

Outer Ring of Headland Village and to make provision for maintenance and repair of the common parts thereof.

THIS DEED WITNESSETH as follows :-

SECTION I

DEFINITIONS

In this Deed except where the context otherwise requires :-"Passageways" means All Those portions of the Village as are shown on the said Plan hereto annexed and thereon coloured Yellow.

means a house erected in the Village in accordance with the Building Plan prepared by Mr. Edward S.T. Ho of Messrs. Wong Tung & Partners Limited and approved by the Building Authority on the 25th day of March 1987 under Reference No. 2/9995/78(P)4 including all approved amendments (if any) thereto and which

"Sub-Phase III" means Sub-Phase III of Phase III of Area 5
Outer Ring of Headland Village comprising 143
Houses erected in accordance with the said
Building Plan.

house is for domestic use by one owner.

Except as otherwise provided herein or unless there is something in the subject or context inconsistent therewith all the expressions defined in the Principal Deed and/or the Sub-Deed shall have the same meanings in this Deed.

SECTION II

ALLOCATION OF UNDIVIDED SHARES

The said Shares referred to in recital (2) hereof are sub-allocated to the Units in the following manner :

<u>Units</u>	Undivided shares of and in the Lot	Undivided shares of and in the buildings and other structures and ancillary work erected or to be erected on the Village
Houses Nos.73-95 (Odd Nos.) Seabee Lane and Houses Nos.261-269 (Odd Nos.) Seabee Lane	748/250,000th (44/250,000th shares for each House	748/12,200th (44/12,200th shares for each House)
Houses Nos.17-71 (Odd Nos.) Seabee Lane and Houses Nos.201-219 (Odd Nos.) Seabee Lane	874/250,000th (23/250,000th shares for each House	874/12,200th (23/12,200th shares for each House)
Houses Nos.221-259 (Odd Nos.) Seabee Lane	460/250,000th (23/250,000th shares for each House)	460/12,200th (23/12,200th shares for each House)
Houses Nos.2-104 (Even Nos.) Seabee Lane and Houses Nos.202-232 (Even Nos.) Seabee Lane	884/250,000th (13/250,000th shares for each House	884/12,200th (13/12,200th shares for each House)
The remaining part of the Village Retained Areas and Residential Units to be erected within the Village	5,776/250,000th	5,776/12,200th

* * * * * * * * *

SECTION III

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

- 1. The Owner of each Unit shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed and the Sub-Deed the City Rules and Village Rules and subject to the rights of the Manager as hereinafter provided and to the payment by the Owner of his due proportion of the Manager's Remuneration and Management Expenses:-
 - (a) The full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the common areas and common facilities as shall form part of the Sub-Phase III for all purposes connected with the proper use and enjoyment of the Unit to which he is entitled to the exclusive use occupation and enjoyment Subject as aforesaid.
 - (b) The Owner of each Unit shall have the benefit of the following easements, rights and privileges:-
 - (i) Full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all persons having the like right) (but subject always as

hereinbefore provided) to go, pass and repass over and along the Passageways for all purposes connected with the proper use and enjoyment of such Unit, Subject as aforesaid.

- (ii) The right to subjacent and lateral support from other parts of the Village in which the Unit owned by the Owner is situated and the right to subjacent and lateral support from all other parts of the Village and all parts of the City Subject as aforesaid.
- (iii) Full right and liberty (but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed and/or 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 and Village Common Areas for all purposes connected with the proper use and enjoyment of such Unit, Subject as aforesaid.
 - (iv) The free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and any other services from and to the 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 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.

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

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SECTION IV

- EASEMENTS, RIGHTS AND PRIVILEGES TO WHICH EACH UNIT ARE SUBJECT

- 1. The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Unit is held therewith:-
 - (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 Unit for the purposes of inspecting, examining and maintaining the Village in which such Unit is situated or any part or parts thereof or any Village Common Area and Village Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Village or parts thereof as part of the amenities thereof and not by any individual Owner for his own purpose or enjoyment.
 - (b) Easements rights and privileges over along and through each Unit equivalent to those set forth in Clause 1(b) (ii) to (iv) of SECTION III of this Deed.
- 2. Subject always to the rights of the Registered Owner under the Principal Deed and the Sub-Deed the Manager shall have full right and authority to control and manage the Village Common Areas the Major Roads the Passageways and in this connection shall have power to licence or let out any part thereof for such sum and for such purposes as it thinks fit, any charges received by the Manager in the exercise of the aforesaid power shall be considered part of the Management Funds.

SECTION V

COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNER OF EACH UNIT

- 1. Every assignment of a unit shall contain an express covenant by the Purchaser thereof to notify the Manager of any change of ownership within one month from the date of the assignment.
- 2. Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that Unit owned by him and shall indemnify the other Owners from and against all liability therefor.
- 3. Each Owner shall pay to the Manager on the due date his due proportion of the Manager's Remuneration and the Management Expenses payable by such Owner as herein provided.
- A. No Owner shall make any structural alterations to any part of the Unit owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Village whether in separate or common occupation nor will any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Village Common Areas and Village Common Facilities or any equipment or apparatus on in or upon the Unit or any part thereof not being equipment or apparatus for the exclusive use and benefit of any such Owner.
- 5. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions in the Conditions or whereby any insurance on the Village or any part

thereof may become void or voidable or whereby the 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.

- 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 the unit owned by him or any person using the unit with his consent expressed or implied or by or through or in any way owing to the overflow of water therefrom.
- The time being for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Unit owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair such costs, charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Village for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining

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the loss or damage.

- 8. No Owner shall at any time exercise or attempt to exercise any statutory or common right to partition the Unit 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 Building.
- 10. Each Owner shall maintain the Unit 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 any other units in the Village.
- 11. No Owner shall use or permit or suffer the Unit owned by him to be used for any illegal or immoral purpose nor will he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being provided always that nothing in this provision shall restrict the Registered Owner in its development of the Village or other parts of the City in accordance with the Master Plans.
- 12. No Owner shall use or permit or suffer any part of the Unit 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.

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- 13. No part of the Village Common Areas or of any area for common use 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 Village Common Areas any area for common use as may be or become a nuisance to any other Owners or occupiers of the Village.
- 14. The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the City Rules and Village Rules (if any) covering the same.
- 15. No Owner shall be entitled to connect any installation to any aerial installed by the Manager except with the permission of the Manager and in accordance with any City Rules or Village Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Unit except with the written consent of the Manager.
- 16. No external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, sculptures, or other projections or structures whatsoever extending outside the exterior of the Unit shall be erected, installed or otherwise affixed to or projected from the Unit or any part thereof except with the written consent of the Manager.
- 17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the 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 Unit owned by

him any refuse, rubbish, litter or other article or thing whatsoever except thing the facilities (if any) prvoided for the disposal thereof.

- 19. All Owners shall at all times observe and perform the City Rules and Village Rules.
- 20. Each Owner may at his own expense install in the Unit owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part of the Village and provided further that 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 Unit or any part thereof (other than in the spaces specifically provided therefor).
- 22. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Village may be clogged or the efficient working thereof may be impaired.
- 23. No Owner of the Unit shall build a swimming pool, sauna, whirlpool, hot-tub or jacuzzi whether portable or otherwise or sink a well or erect on the ground or garden any objects or structures without the written consent of the Manager.
- 24. The Owner of a Unit shall at all times keep the garden or ground in a neat and attractive condition. No poultry house shall be constructed or maintained in such garden or ground.
- Except with the Manager's consent, no fowl or animals,

other than normal household pets, shall be kept in a Unit.

- 26. The Manager shall have the power and right to remove any animals from a Unit if in the opinion of the Manager, such animals were causing a nuisance to other Owners or occupiers of other Units.
 - 27. The Owner of each Unit shall be obliged to join and become a member of the DISCOVERY BAY RESIDENTS CLUB and to pay the monthly subscriptions promptly and shall obey the Club Rules and Bye-laws thereof and shall promptly transfer his membership to his purchaser upon the sale of his Unit.
 - 28. No Unit shall be used for any purpose other than for domestic purposes. No partitioning shall be erected or installed which does not leave clear access for fires exists and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
 - 29. No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or illegal structure on any Roof or Flat Roof or any part thereof and the Manager shall have the right to remove anything erected or placed on any Roof or Flat Roof in contravention of this provision at the costs and expenses of the Owner.
 - 30. No Roof or Flat Roof shall be enclosed and the Owner for the time being of any Roof or Flat Roof or any part thereof shall ensure that access to the Roof or Flat Roof shall at all times remain unobstructed.
 - 31. No Owner shall 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 Unit any metal grille or shutter or

gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over through and along any of the Village Common Areas. The design of any metal grille or shutter or gate shall be standard throughout the Village and prior to the installation thereof, the Owner shall first obtain the approval in writing of the Manager.

- 32. 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 Unit any advertising or other sign of any description (except a small name plate outside the entrance door giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be given subject ot such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
- 33. No part of the Village Common Areas or of any area for common use shall be obstructed or encumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of the Village Common Areas or of any area for common use be used for any business or private purpose and no Owner shall do or permit or suffer to do anything in the Village Common Areas or any area for common use as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Village.
- 34. No Owner shall store or permit to be stored in any Unit any hazardous, dangerous or combustible goods or materials

except such as may be reasonably required for the purpose of domestic cooking and heating.

- 35. No door or doors of any Unit (except doors inside any unit) shall be painted in the colour disapproved by the Manager.
- 36. No Owner shall enclose its own yard terrace balcony or patio.

SECTION VI

1. MANAGEMENT

The management of the Sub-Phase III shall be undertaken by the Manager throughout the term of the lease agreed to be granted by the Conditions from the date of issue of the Occupation Permit in respect thereof each Owner hereby appoints the Manager irrevocably as Attorney to enforce the provisions of this Deed and each Owner hereby covenants not to enforce the terms of this Deed and any Sub-Deed of Mutual Covenant otherwise than through the Manager subject to the provisions in the Principal Deed contained and all powers duties and rights of Manager as provided in Section IV of the Principal Deed shall apply to the management.

2. MANAGEMENT EXPENSES

(a) For the purpose of determining the contributions to be made by the Owner of each Unit to the Management Expenses of the Sub-Phase III and to the Management Expenses of the Village and of the Unit and to the Manager's Remuneration, there shall be allocated to each Unit the number of Management Units set opposite such Unit in the fourth column of the Schedule II hereto.

(b) The Owner of each Unit in the Village shall pay a due proportion of the estimated expenditures contained in the Schedule I of this SECTION VI of this Deed and in particular the expenses for the maintenances and repairs of the Headland Village according to the number of Management Units allocated to the Units owned by them respectively.

SCHEDULE I

House No.	No. of Units	(\$72/M.U.) Mgt. Fee per unit
No.73-95, 261-269 Seabee Lane (odd nos.)	17	\$3,168
No.17-71, 201-219 Seabee Lane (odd nos.)	38	\$1,656
No.221-259 Seabee Lane (odd nos.)	20	\$1,656
No.2-104, 202-232 Seabee Lane (even nos.)	68	\$936
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IN WITNESS whereof the Registered Owner, the First Purchaser and the Manager have caused their respective Common Seals to be hereunto affixed the day and year first above written.

SCHEDULE II

First Column	Second Column	Third Column	Fourth Column
Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary work on the Village	Management Units
Houses Nos.73, 75,77,79,81,83, 85,87,89,91,93, 95,261,263,265, 267,269 Seabee Lane	44/250,000th shares for each House	44/12,200th shares for each House	44 Management Units for each House
Houses Nos.17, 19,21,23,25,27, 29,31,33,35,37, 39,41,43,45,47, 49,51,53,55,57, 59,61,63,65,67, 69,71,201,203, 205,207,209,211, 213,215,217,219 Seabee Lane	23/250,000th shares for each House	23/12,200th shares for each House	23 Management Units for each House
Houses Nos.221, 223,225,227,229, 231,233,235,237, 239,241,243,245, 247,249,251,253, 255,257,259 Seabee Lane		23/12,200th shares for each House	23 Management Units for each House
Houses Nos.2,4, 6,8,10,12,14,16, 18,20,22,24,26, 28,30,32,34,36, 38,40,42,44,46, 48,50,52,54,56, 58,60,62,64,66, 68,70,72,74,76, 78,80,82,84,86, 88,90,92,94,96, 98,100,102,104, 202,204,206,208, 210,212,214,216, 218,220,222,224, 226,228,230,232 Seabee Lane	13/250,000th shares for each House	13/12,200th shares for each House	13 Management Units for each House

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SEALED with the Common Seal of)
the Registered Owner and SIGNED)
by Abraham S. T. Chung its Director

Barbara A. Gulwell its Secretary
whose signature(s) is/are
verified by:

HONG KONG RESORT CO. LIMITED

Authorized Signature

Peter Y. W. Les

Solicitor, Hong Kong.

SEALED with the Common Seal of)
the First Purchaser and SIGNED)
by HEALY Keith John and Healy Carina)
Mabel Suet Hung, its Directors ----)
in the presence of :

Peter C. L. Lo Solicitor, Hong Kong.

SEALED with the Common Seal of the Manager and SIGNED by

Jeremy Chmarriott, its Director ----

whose signature(s) is/are verified by :

Solicitor, Hong Kong.

For and on behalf of DISCOVERY BAY SERVICES MANAGEMENT LIMITED

Authorized Signature(s)

HONG KONG RESORT COMPANY LIMITED

And Others

SUB-SUB-DEED OF MUTUAL COVENANT

REGISTERED at the District Land Office, Islands by Memorial

No. on

p. Land Officer

WOO, KWAN, LEE & LO,
Solicitors &c.,
26th Floor, Jardine House;

Hong Kong.