

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.:
20061800740023

接獲日期
(日/月/年)
Received On
(DD/MM/YYYY):
18/06/2020

Solicitors Code of lodging firm 交付文書律師行的律師代號 00030701	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
Nature and object of the instrument 文書的性質及目的 SUB-DEED OF MUTUAL COVENANT (with coloured plans annexed) (in triplicate)					

3

Property Reference Number (if any) 物業參考編號 (如有的話) See Rider 1
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) See Rider 2
Undivided Shares (if any) 所佔的不分割份數 (如有的話) See Rider 3
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	22 / 5 / 2020 Day 日 / Month 月 / Year 年	Consideration 代價 Nil
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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.) 如涉及業權轉讓, 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)	Company No. 33740	the Registered Owner	
OPAL PROPERTY LIMITED (歐珀物業有限公司)	Company No. 2070972	the First Purchaser	
DISCOVERY BAY SERVICES MANAGEMENT LIMITED (愉景灣服務管理有限公司)	Company No. 79740	the Manager	

Memorial number (including district code identifier, if applicable) of transaction satisfied 被償付的文書之註冊摘要編號 (包括地區標識代號, 如適用) N/A	Stamp Office Instrument Reference No. 印花稅署文書編號 N/A	Stamp Duty 印花稅 \$ Nil
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On this 17th day of June 2020 I (name) TANG FAAT HING
於 20 年 月 日, 本人 (姓名)
of (name of solicitors firm) KAO, LEE & YIP Hong Kong, Solicitor
為 (律師行名稱) 高李葉律師行 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。

Hong Kong 香港



Rider 1

1. D4640945
2. D4640955
3. D4640968
4. D4640975
5. D4640984
6. D4640995
7. D4641000

Rider 2

1.	<p>HOUSE A, HOUSE A1, HOUSE A2 AND HOUSE A3 AREA 1A AND AREA 1B (PORTION) DISCOVERY BAY CITY LANTAU ISLAND NEW TERRITORIES</p> <p>中文地址不詳 (Official address not yet known)</p>
2.	<p>HOUSE B, HOUSE B1, HOUSE B2 AND HOUSE B3 AREA 1A AND AREA 1B (PORTION) DISCOVERY BAY CITY LANTAU ISLAND NEW TERRITORIES</p> <p>中文地址不詳 (Official address not yet known)</p>
3.	<p>HOUSE C, HOUSE C1, HOUSE C2 AND HOUSE C3 AREA 1A AND AREA 1B (PORTION) DISCOVERY BAY CITY LANTAU ISLAND NEW TERRITORIES</p> <p>中文地址不詳 (Official address not yet known)</p>
4.	<p>HOUSE D, HOUSE D1, HOUSE D2 AND HOUSE D3 AREA 1A AND AREA 1B (PORTION) DISCOVERY BAY CITY LANTAU ISLAND NEW TERRITORIES</p> <p>中文地址不詳 (Official address not yet known)</p>
5.	<p>HOUSE E, HOUSE E1, HOUSE E2, HOUSE E3 AND HOUSE E4 AREA 1A AND AREA 1B (PORTION) DISCOVERY BAY CITY LANTAU ISLAND NEW TERRITORIES</p> <p>中文地址不詳 (Official address not yet known)</p>

6.	<p>HOUSE F, HOUSE F1, HOUSE F2, HOUSE F3 AND HOUSE F4 AREA 1A AND AREA 1B (PORTION) DISCOVERY BAY CITY LANTAU ISLAND NEW TERRITORIES</p>
	<p>中文地址不詳 (Official address not yet known)</p>
7.	<p>VILLAGE COMMON AREAS AND VILLAGE COMMON FACILITIES AREA 1A AND AREA 1B (PORTION) DISCOVERY BAY CITY LANTAU ISLAND NEW TERRITORIES</p>
	<p>中文地址不詳 (Official address not yet known)</p>

Rider 3

1. 91/250000
2. 87/250000
3. 64/250000
4. 65/250000
5. 64/250000
6. 32/250000
7. 1/250000

THIS SUB-DEED OF MUTUAL COVENANT is made this 22nd day of May 2020

BETWEEN :-

- (1) HONG KONG RESORT COMPANY LIMITED (香港興業有限公司) whose registered office is situate at 23rd Floor, China Merchants Tower, Shun Tak Centre, Nos.168-200 Connaught Road Central, Hong Kong (hereinafter called "the Registered Owner") of the first part;
- (2) OPAL PROPERTY LIMITED (歐珀物業有限公司) of 23rd Floor, China Merchants Tower, Shun Tak Centre, Nos.168-200 Connaught Road Central, 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-Deed of Mutual Covenant (hereinafter called "this Sub-Deed") is supplemental to a Deed of Mutual Covenant dated the 30th day of September 1982 and registered in the Land Registry by Memorial No.IS112018 (hereinafter called "the Principal Deed").
- (2) In this Sub-Deed :-
 - (a) The expressions contained in Recital (1)(a) of the Principal Deed shall apply to this Sub-Deed whenever the context permits.



註冊摘要編號 Memorial No.:

20061800740023

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

“Authorized Person”

Ms. Lee Ming Yen, Jennifer of P & T Architects and Engineers Limited and this expression shall include any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance (Cap. 123) for the time being appointed by the Registered Owner in his place.

"Conditions"

Shall mean New Grant No.6122 dated 10th September 1976 as extended by three Extension Letters dated 1st August 1979, 19th August 1980 and 16th July 1981 and registered in the Land Registry as New Grant No.6620, New Grant No.6788 and New Grant No.6947 respectively and as varied and/or modified by a letter from the Director of Lands to the Registered Owner dated 28th February 2000 and registered in the Land Registry by Memorial No.IS280736 (as further varied or modified by a letter from the Director of Lands to the Registered Owner dated 24th March 2016 and registered in the Land Registry by Memorial No.16040101400019) and shall include any subsequent modifications and extensions of the

Conditions.

"Houses"

Twenty-six (26) houses erected or to be erected in the Village in accordance with the Master Plans comprising House A, House A1, House A2, House A3, House B, House B1, House B2, House B3, House C, House C1, House C2, House C3, House D, House D1, House D2, House D3, House E, House E1, House E2, House E3, House E4, House F, House F1, House F2, House F3 and House F4 and subject to change(s) to the name to be made from time to time under Clause 1(b)(vii) of Section II hereof.

"Government"

Shall mean The Government of The Hong Kong Special Administrative Region of The People's Republic of China.

"Greenery Areas"

All those areas with vegetation which for the purpose of identification only are shown and coloured yellow on the plan(s) annexed hereto.

" Improvement Fund "

A fund established or to be established and held by the Manager as trustee for all the Owners of the Village to meet expenditure of a capital or non-recurring nature which shall

comprise of a fund in respect of the Village and shall include, inter alia, the initial costs of setting up web based community network services and the like, the initial costs of setting up management offices (customer service centre), management counters, caretaker's rooms, guard kiosks, ancillary facilities and materials and the like for the Village, expenses for the purchase, protection, replacement, improvement, upgrading and renovation incurred or to be incurred in relation to Village Common Areas, Village Common Facilities and/or for efficient management and maintenance of the Village and any other costs and expenses which are necessary for the initial setting up of the Village. For the avoidance of doubt, the Improvement Fund will be contributed once by the first Owner(s) of the Village upon assignment from the Registered Owner.

"Management Units"

Units allocated to the Residential Units in the Village in accordance with the provisions of Clause 3 of Section VI of this Sub-Deed.

"Maximum Attainable Area"

The maximum gross floor area (as defined in the Building (Planning) Regulations (Cap.123F)) of the

respective Residential Unit which is for gross floor area calculation under the Buildings Ordinance (Cap.123) and is referred to in the Fourth Column of the First Schedule to this Sub-Deed.

"Owner(s) of the Village"

Shall mean (a) Owners who for the time being appear from the records at the Land Registry holding Undivided Shares of and in the Lot and the City together with the right to the exclusive use occupation and enjoyment of a part of the Village and (b) a registered mortgagee/chargee in possession of such Undivided Shares.

"Owners' Corporation"

The Owners' Corporation incorporated under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).

"Reserve Fund"

A fund established or to be established and held by the Manager in accordance with Clause 2(o) of Sub-section D of Section IV of the Principal Deed.

"Residential Unit"

A unit intended for domestic use erected or to be erected in the Village in accordance with the Master Plans and to which Undivided Shares in the Lot and the City have been or may be allocated, and of which the Owner, as

between himself and other Owners or occupiers of other parts of the Village, is entitled to the exclusive possession. Each Residential Unit comprises of the respective Houses as more particularly described in the first column of the First Schedule hereto (including, among others, the Voids (if any), the electric room(s) (if any), the fence walls (if any), the external walls and the non-structural prefabricated external walls (if any), terrace(s) (if any), filtration plant pit(s) (if any), concealed drainage pipes serving exclusively the Residential Unit (if any), gardens (if any) and garage(s) for parking of motor vehicle(s) including but not limited to golf cart(s) and/or service vehicle(s) (if any)). "Residential Units" shall be construed accordingly.

"Slopes and Retaining Walls"

Such slopes, retaining walls and/or other structures within the Village and maintenance of which is the liability of the Owners of the Village under the provisions of the Conditions or this Sub-Deed and which for identification purpose are shown and coloured green on the Slopes and Retaining Walls plan certified by the Authorized Person as to the inclusion of all the Slopes and Retaining Walls and

annexed hereto;

“Transformer Station”

transformer station within the Village including ventilation systems, building services, main walls, cable entry facilities, cable accommodations, structures for cable ducts/troughs/raisers/draw pits and meter boards serving the transformer station.

"Village"

All that part of the Lot comprising Area 1a and Area 1b (Portion) as is shown on the Site Plan attached to this Sub-Deed and thereon coloured orange and the buildings now or hereafter constructed or to be constructed thereon and to be known as “ ()”.

“Village Common Areas”

Shall mean and include (subject to the Principal Deed):-

- (a) Slopes and Retaining Walls;
- (b) Greenery Areas;
- (c) landscape areas including open space, driveways, passageways and footpaths which are for the use and benefit of the Village;
- (d) guard house (with a disabled's

toilet) and the like which serve or are intended to serve the Village;

(e) areas for aerial broadcast distribution or telecommunications network facilities;

(f) other areas that serve or are intended to serve the Village as a whole.

For the purpose of identification, the Village Common Areas are shown coloured red on the plan(s) annexed hereto.

“Village Common Facilities”

Shall mean and include (subject to the Principal Deed) the following facilities and devices within the Village that serve or are intended to serve the Village as a whole:-

(a) such of the sewers, drains, water courses, pipes, gutters, wells (if any), wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in or under or over or passing through the Village through which water, sewage, gas, electricity and any other services

are supplied to the Village or any part or parts thereof and not for the exclusive use or benefit of a particular Residential Unit;

(b) Transformer Station, master water meter room, street fire hydrant tank, LPG vapouriser room, LPG room, street fire hydrant water pump room, portable water tanks, flushing water tanks and pump room, automatic irrigation water tank, store room, refuse storage and material recovery chamber, water tank and pump room for refuse storage and material recovery chamber, electrical room, electrical duct cabinet or other rooms for the use and benefit of the Village and not for the use or benefit of a particular Residential Unit;

(c) lamp posts and lighting within the Village;

(d) communal television antennae and telecommunication and broadcasting equipment rooms for the use and benefit of the Village and not for the use or benefit of a particular Residential Unit;

(e) any other facilities and devices installed for the use and benefit of the Village and not for the use and benefit of a particular Residential Unit.

“Voids”

Shall mean the areas of the internal void(s) of the Residential Units which are exempted from the calculation of gross floor area. The locations of the Voids are, for the purpose of identification only, shown on the Void Plan attached to this Sub-Deed.

"Works and Installations"

The major works and installations in the Village which require regular maintenance on a recurrent basis, a schedule of which as at the date hereof is included in the Second Schedule to this Sub-Deed.

- (3) In this Sub-Deed, references to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine or neuter gender.
- (4) Immediately after the execution of the Sub-Deed of Mutual Covenant dated the 31st day of May 2013 and registered in the Land Registry by Memorial No. 13061700630026, the Registered Owner was the registered owner of and entitled to and retained (inter alia) All Those 36,070 equal undivided 250,000th parts or shares of and in the Lot and the City allocated to the Reserved Undivided Shares under the Principal Deed and All Those 7,402 equal undivided 250,000th parts or shares of and in the Lot and the City allocated to the City and Village Common Areas and Facilities under the Principal Deed.

- (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 404 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 the Village and the buildings and other structures and ancillary works erected or to be erected on the Village subject to and with the benefit of the Principal Deed.
- (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 64 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 THOSE House C, House C1, House C2 and House C3 of the Village.
- (7) The parties hereto have agreed to enter into this Sub-Deed for the purpose of making provisions for the management, maintenance, insuring, upgrading, repair and servicing of the Village and its equipment, services and apparatus and for the purpose of defining and regulating the rights, interests and obligations of the Owners of the Village in respect of the Village and to provide for a due proportion of the Management Expenses of the Village to be borne by the Owners of the Village.
- (8) The provisions of this 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 Village 404 Undivided Shares which shall be allocated as follows :-

First Column

Units

Second Column

Undivided Shares of
and in the Lot and the City

- | | |
|---|---|
| (a) Residential Units
(particulars of the
number of Undivided
Shares of and in
the Lot and the City
allocated to each
Residential Unit are
contained in the
Fifth Column of the
First Schedule hereto) | 403/250,000 th shares

(all of which are drawn from the Reserve
Undivided Shares allocated under the
Principal Deed) |
| (b) Village Common Areas
and Village Common Facilities | 1 /250,000 th share

(drawn from the Undivided Shares
allocated to the City and Village
Common Areas and Facilities under the
Principal Deed) |
- B. There is reserved unto the Registered Owner the following rights and privileges :
- (a) The Registered Owner shall have full power at any time hereafter and from time to time to enter into and upon all parts of the Village (other than those

parts that have already been sold or assigned) with all necessary equipment plant and materials for the purposes of constructing the other stages of the Village or any part thereof (including but not limited to the construction, demarcation or delineation of car parking spaces (if any)) in accordance with the Master Plans or such other plans or amendments as may hereafter be approved by the appropriate Government authorities. The right of the Registered Owner to enter the Village to carry out such works shall extend equally to all necessary contractors agents workers and other persons authorised in writing by the Registered Owner. The Registered Owner in pursuance of such works may from time to time issue in writing to the Owners of the Village instructions as to the areas or parts of the Village to be erected (other than those parts that have already been sold or assigned) that the Owners of the Village their servants agents or licensees may or may not use while such works are being carried out Provided that the Registered Owner in exercise of its rights under this Clause shall act with all due expedition causing as little disturbance as possible and making good any damage caused thereby and Provided that nothing herein shall impede access to and from any Residential Unit or adversely affect or interfere with the holding, use, occupation and enjoyment by any owner of the Residential Unit which he owns.

- (b) 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) other fixtures or structures of whatsoever kind on any part or parts of the Village Common Areas and such other areas of the Village the exclusive right to hold, use, occupy and enjoy which has not been sold or assigned by the Registered Owner PROVIDED THAT if such fixtures

or structures are affixed on the Village 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 of the Village at a meeting of the Owners of the Village convened under this Sub-Deed AND PROVIDED ALWAYS THAT such fixtures or structures shall not interfere with the use and enjoyment by other Owners of the Village 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 Village the exclusive right to hold, use, occupy and enjoy which has not been sold or assigned by the Registered Owner with or without workmen and equipment at all reasonable times on giving prior reasonable notice (save in case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the Registered Owner may deem fit PROVIDED THAT any monetary benefit received by the Registered Owner arising from the exercise of the aforesaid rights in relation to or in connection with the Village Common Areas shall be credited to the Reserve Fund and be applied towards the management and maintenance of the Village and PROVIDED FURTHER THAT the Registered Owner shall cause the least disturbance to the other Owners of the Village 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.

- (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.
- C. The Registered Owner shall upon the execution of this Sub-Deed assign free of cost or consideration the Village Common Areas and the Village Common Facilities together with the number of Undivided Shares allocated thereto to the Manager as trustee for

all the Owners of the Village and subject to this Sub-Deed. Such Undivided Shares together with Village Common Areas and Village Common Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the 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 and this Sub-Deed, then the outgoing Manager or the liquidator shall assign free of cost or consideration such Undivided Shares together with Village Common Areas and Village Common Facilities which they represent to the new manager to hold as such trustee as aforesaid or to the Owners' Corporation (when formed) at any time, 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-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 Village Common Areas and Village Common Facilities.

- D. The Registered Owner shall at its own expense provide temporary noise abatement and dust protection measures within the Village in relation to the Residential Units so as to minimise inconvenience to the other Owners of the Village resulting from the continuing construction of other stages of the Village and/or other developments on the Lot.

SECTION II

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

1. An Owner of the Village shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed, the City Rules, the Village Rules and subject to the rights of the Manager as hereinafter provided :-
 - (a) The full right and liberty for an Owner of the Village for the time being, his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the Village Common Areas and Village Common Facilities which serve the Village for all purposes connected with the proper use and enjoyment of his Residential Unit subject as aforesaid.
 - (b) An Owner of the Village shall have the benefit of the following easements, rights and privileges :-
 - (i) The right to subjacent and lateral support from the Village 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) for an Owner of the Village 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 his Residential Unit, subject as aforesaid.

- (iii) The right to use the area for identification purpose as shown and coloured pink on the City Retained Areas Plan annexed hereto in common with the other Owners of the Lot.
- (iv) The free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and any other services from and to the Residential Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the City or the Village or any building for the proper use and enjoyment of the Residential Unit owned by the Owner but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed.
- (v) Without prejudice to the powers and rights of the Manager as provided in Section IV of the Principal Deed and subject to Clause 5 of Section IV of this Sub-Deed and subject to obtaining all requisite licences, approvals or permits from relevant Government departments or other competent authority, the full right and liberty for an Owner of the Village at all times without the consent of any other Owners of the Village or the Manager to demolish, alter and redevelop his Residential Unit or any part thereof (save and except the front fencing walls facing the driveway) and to carry out any other works to his Residential Unit as may be required by such Owner and for these purposes, to enter upon and to pass through the City Common Areas and the Village Common Areas with all necessary equipment plants and materials with or without vehicles Provided that the number of Undivided Shares and Management Units allocated to the Residential Unit shall remain unchanged and Provided further that (1) the respective number of Houses forming part of each Residential Unit (such number being specified in the Second Column of the First Schedule hereto) shall remain unchanged; and (2) the total gross floor area of the Residential Unit shall not exceed the respective Maximum Attainable Area of such

Residential Unit (such area being specified in the Fourth Column of the First Schedule hereto).

- (vi) Subject to obtaining all requisite licences, approvals or permits from relevant Government departments or other competent authority, the right for an Owner of the Village to use helicopter service Provided that the landing facility is available within his Residential Unit and the right to fly on helicopter over any part or parts of the Lot.
- (vii) Subject to obtaining all requisite approvals from and complying with all necessary requirements as may be prescribed by the relevant Government departments or other competent authorities, the right for an Owner of the Village to change the name of his Residential Unit Provided that such Owner shall execute and sign such documents or instruments as may be necessary to give effect to such change in name and to notify the Manager of any change of name in writing within one month from the date of such change.

2. An Owner of the Village shall have no right to enter upon any part of the Lot, the City or the Village 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.

SECTION III

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

1. The following are the easements, rights and privileges subject to which each Undivided Share of the Village is held:-
 - (a) The Manager shall have full right and privilege at all reasonable times on reasonable 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) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) or filtration plant pit(s) (if any) or filtration plant room(s) (if any) or garage(s) for parking of motor vehicle(s) including but not limited to golf cart(s) and/or service vehicle(s) (if any) or A/C plant room(s) (if any) or electric room(s) (if any)) or any Village Common Facilities or City Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Village or the City or any part or parts thereof as part of the amenities thereof and not by any individual Owner of the Village for his own purpose or enjoyment or to abate any hazard or nuisance which does or may affect the Village Common Areas or the Village Common Facilities or other Owners of the Village provided that the Manager shall at its own costs and expenses make good any damage caused as a result of the Manager exercising the above right and shall be liable for negligence or wilful or criminal acts of the Manager, his employees, contractors or agents.
 - (b) Easements, rights and privileges over along and through each Residential Unit equivalent to those set forth in Clause 1(b)(i) to (vii) of Section II of this Sub-Deed.
 - (c) Easements, rights and privileges reserved unto the Registered Owner under the Principal Deed and this Sub-Deed.

2. Subject always to the rights of the Registered Owner under the Principal Deed and this Sub-Deed, the Manager shall have:-
- (a) full right and authority to control and manage the Village Common Areas and in this connection shall have power :-
 - (i) to license and control parking thereon and to remove vehicles or other things parked or left thereon or therein not so licensed;
 - (ii) to license or let out any part thereof for such sum and for such purposes as it thinks fit and any charges received by the Manager in the exercise of the aforesaid power shall form part of the Management Funds;
 - (iii) subject to obtaining the approval by a resolution of the meeting of the Village Owners' Committee convened under this Sub-Deed, to let out any part of the Village Common Areas for parking purpose and any charges received by the Manager in the exercise of the aforesaid power shall form part of the Reserve Fund.

 - (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 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 installation or 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) Subject to Clause 19 of Section VI of this Sub-Deed, full right and liberty to appoint, engage, employ or enter into any contract, agreement, sublease, licence or arrangement with agent(s), contractor(s) or sub-manager(s) (including professional property management companies) for carrying out various aspects of the management works or management works in respect of certain area(s) of the Village and/or providing value-added services to the Owner(s) of the Village, 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.

For avoidance of doubt, the Manager shall not assign or transfer any of his duties or obligations under this Sub-Deed to any of such agent(s), contractor(s) and sub-manager(s), and such agent(s), contractor(s) and sub-manager(s) shall remain responsible to the Manager. The Manager must at all times be responsible for the management and control of the whole Village.

SECTION IV
COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS OF THE VILLAGE

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. The Houses comprising any Residential Unit shall not be sold assigned mortgaged charged or leased separately Provided Always that the provisions of this Clause shall not extend to leases or tenancies the terms of which shall not exceed eight (8) years (including any renewal thereof) at any one time.
3.
 - (a) Each Owner of the Village shall from the date of the assignment of an Undivided Share in the Lot and the City 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 of the Village 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) Each Owner of the Village shall from the date of the assignment of an Undivided Share in the Lot and the City 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 of the Village from and against all liability therefor.

4. Upon execution of this Sub-Deed, each Owner of the Village 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.

5. No Owner of the Village shall make any structural alterations to any part of the Village owned by him which will adversely affect or interfere with the use and enjoyment of the Owners or occupiers of any other part or parts of the Village; nor will any Owner of the Village use, cut, injure, damage, alter or interfere with any part or parts of the Village Common Areas or City Common Areas or any of the Village Common Facilities or City Common Facilities or any equipment or apparatus on in or upon the Lot save with the prior written consent of the Manager (which consent shall not be unreasonably withheld) Provided always that no such alterations or interference may be in such a manner so as to (i) unreasonably affect or interfere with the use and enjoyment of the Village Common Areas, the City Common Areas, the Village Common Facilities or the City Common Facilities or (ii) cause any nuisance, annoyance or danger to the Owners or occupiers of any other part or parts of the Village or the City and Provided further that the Owner of the Village shall at its own expense make good any damage caused to the Village Common Areas or City Common Areas or any of the Village Common Facilities or City Common Facilities or any equipment or apparatus on in or upon the Lot and Provided further that (1) the respective number of Houses forming part of each Residential Unit (such number being specified in the Second Column of the First Schedule hereto) shall remain unchanged; and (2) the total gross floor area of the Residential Unit shall not exceed the respective Maximum Attainable Area of such Residential Unit (such area being specified in the Fourth Column of the First Schedule hereto).

6. No Owner of the Village shall do or permit or suffer to be done any act or thing in contravention of the 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 of the Village, in addition to any other liability incurred thereby, such

Owner of the Village shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

7. Each Owner of the Village shall be responsible for and shall indemnify all other Owners of the Village and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Village owned by him or any person using such part of the Village with his consent expressed or implied or by or through or in any way owing to the overflow of water therefrom.
8. Each Owner of the Village shall be responsible to the other Owners of the Village for the time being for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Village owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair such costs, charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners of the Village or occupiers of any part of the Village for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.
9. No Owner of the Village shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Village or any part or parts thereof.
10. No Owner of the Village shall do or permit or suffer to be done and each Owner of the Village 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.

11. Each Owner of the Village shall maintain in good repair and condition that part of the Village owned by him (including, without limitation, the Voids forming part of his Residential Unit) to the satisfaction of the Manager and in such manner as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Village.
12. No Owner of the Village shall use or permit or suffer the part of the Village owned by him to be used for any illegal or immoral purpose and in particular no Owner of the Village shall use or permit or suffer any part of his Residential Unit to be used as a mahjong school, funeral parlour, columbarium, any niche or other form of storage of cinerary urns, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as "Ta Chai (打 齋)" or any similar ceremony or as a dance hall, ballroom or pawn shop or for any offensive trade or business or cause or permit or suffer to be done any act or thing in his Residential Unit which may be in contravention of the terms and conditions in the Conditions 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 of the Village and occupiers for the time being provided always that nothing in this provision shall restrict the Registered Owner in its development of the Village or other parts of the City in accordance with the Master Plans.
13. No Owner of the Village shall use or permit or suffer any part of the Village owned by him to be used except in accordance with any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.
14. No part of the City Common Areas, City Retained Areas, Major Roads 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 of the Village shall do or suffer or permit to be done anything in such City Common Areas, City Retained Areas, Major Roads or Village Common Areas as may be or become a nuisance to any other Owners of the Village or occupiers of the Village or any other part of the City.

15. The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the City Rules and Village Rules (if any) covering the same.
16. No Owner of the Village shall be entitled to connect any installation to any aerial installed by the Manager except with the permission of the Manager. An Owner of the Village may at his own expense install, erect or mount any satellite dish and any ancillary equipment and connections (including but not limited to any telecommunications transmitter and receiver or cable and wireless communications systems) above, at, on or within his Residential Unit Provided that no such satellite dish or ancillary equipment and connections shall extend or protrude beyond the boundary of his Residential Unit or cause any damage or adversely interfere with the use and enjoyment of other Owners of the Village or occupiers of the Residential Units in the Village.
17. No external signs, signboards, notices, flags, banners, poles, cages, shades, sculptures or other projections or structures whatsoever extending outside the exterior of any Residential Unit or any Houses forming part of any Residential Unit shall be erected, installed or otherwise affixed to or projected from any Residential Unit or any Houses forming part of any Residential Unit except with the prior written consent of the Manager.
18. No Owner of the Village shall do or permit to be done any act or thing which may or will alter the front fencing walls of any Residential Unit facing the driveway without the prior consent in writing of the Manager.
19. No Owner of the Village shall throw out or discard or permit or suffer to be thrown out or discarded from any part of Residential Unit owned by him any refuse, rubbish,

litter or other article or thing whatsoever except using the facilities provided for the disposal thereof.

20. All Owners of the Village (including the Registered Owner) and the Manager shall at all times observe and perform the City Rules and the Village Rules and comply with the terms and conditions of the Conditions so long as they remain as Owners of the Village and the Manager.
21. Each Owner of the Village may at his own expense install in the part of the Residential Unit owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part of the Village and provided further that 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 and Provided further that (1) the respective number of Houses forming part of each Residential Unit (such number being specified in the Second Column of the First Schedule hereto) shall remain unchanged; and (2) the total gross floor area of the Residential Unit shall not exceed the respective Maximum Attainable Area of such Residential Unit (such area being specified in the Fourth Column of the First Schedule hereto).
22. No clothing or laundry shall be hung outside any Houses forming part of any Residential Unit or in the City Common Areas, City Retained Areas or Village Common Areas which in the opinion of the Manager may affect the external appearance of any Residential Unit.
23. No Owner of the Village shall do or suffer or permit to be done anything whereby the flush or drainage system of any Residential Unit may be clogged or the efficient working thereof may be impaired.

24. Subject to Clause 1(b)(v) of Section II of this Sub-Deed, except in spaces (if any) originally provided for the purpose by the Registered Owner, no Owner of the Village shall build a swimming pool, sauna, whirlpool, hot-tub or jacuzzi whether portable or otherwise or sink a well or erect on the balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) any objects or structures without the prior written consent of the Manager.
25. No Owner of the Village shall in respect of the balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) or filtration plant pit(s) (if any) or filtration plant room(s) (if any) or garage(s) for parking of motor vehicle(s) including but not limited to golf cart(s) and/or service vehicle(s) (if any) or A/C plant room(s) (if any) or electric room(s) (if any) held with his Residential Unit erect on such balcony(ies) (if any) or utility platform(s) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) or filtration plant pit(s) (if any) or filtration plant room(s) (if any) or garage(s) for parking of motor vehicle(s) including but not limited to golf cart(s) and/or service vehicle(s) (if any) or A/C plant room(s) (if any) or electric room(s) (if any) any objects or structures without the prior written consent of the Manager.
26. Every Owner of the Village shall at all times keep his garden(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) in a neat and attractive condition. No poultry house shall be constructed on or maintained in such garden(s).
27. Except with the Manager's consent, no fowl or animals, other than a reasonable and usual number of normal household pets, shall be kept in a Residential Unit.
28. The Manager shall have the power and right to remove any animals from a Residential Unit if in the opinion of the Manager, such animals are causing a nuisance to other Owners or occupiers of other Residential Units.

29. No Owner of the Village shall make any alteration to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or gas.
30. Save with the prior approval of the Village Owners' Committee (if formed) and the Manager, no Owner of the Village shall convert any part of Village Common Areas to his own use and for his own benefit. Any payment received for the approval shall be paid into the Reserve Fund.
31. No Owner of the Village may convert or designate any part of his Residential Unit or any part of the Village exclusively owned by him to Village Common Areas unless the approval by a resolution of the Owners of the Village at a meeting of the Owners of the Village convened under this Sub-Deed has been obtained. No Owner of the Village and no manager may re-convert or re-designate Village Common Areas to his own use or benefit.
32. Every Owner of the Village shall allow the Manager or all agents, qualified person or persons employed or authorised by the Manager to conduct survey or inspection on the external walls and the fence walls of his Residential Unit at least once in every seven years. The report of such inspection shall be kept at the Manager's office in the City and shall be open to inspection by Owners of the Village and the Manager shall furnish to any Owner of the Village on request a copy of such report at a reasonable charge. All charges received shall be paid into the Reserve Fund.
33. Every Owner of the Village shall be obliged to join a collective renovation exercise carried out by the Manager for the external walls and the fence walls of his Residential Unit and/or Village Common Areas based on the recommendation of the inspection report in Clause 32 of this Section IV of this Sub-Deed above.
34. Every Owner of the Village shall be obliged to join and become a member of the DISCOVERY BAY RECREATION CLUB and to pay the monthly subscriptions promptly and shall obey the club rules and bye-laws thereof and shall promptly

transfer his membership to his purchaser upon sale of his Residential Unit and shall be obliged to transfer his membership to his tenant upon signing of a lease in respect of his Residential Unit and pay the administration fee for the transfer of membership charged by the Club all in the manner as provided in the club rules and bye-laws thereof.

35. Every Owner of the Village shall be obliged to join and become a member of the DISCOVERY BAY GOLF CLUB and to pay the monthly subscriptions promptly and shall obey the club rules and bye-laws thereof and shall promptly transfer his membership to his purchaser upon sale of his Residential Unit and shall be obliged to transfer his membership to his tenant upon signing of a lease in respect of his Residential Unit and pay the administration fee for the transfer of membership charged by the Club all in the manner as provided in the club rules and bye-laws thereof.

SECTION V

COVENANTS AND PROVISIONS APPLICABLE TO THE OWNERS OF THE VILLAGE

1. All Residential Units shall not be used for any purpose other than for domestic purposes and in particular shall not be used as a boarding house, guest house, hotel apartment, hostel, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles.
2. No Owners of the Village except the Owners of the Village having the exclusive right to occupy any balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) or part thereof shall have the right to use the balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) or part thereof except only for escape in the event of fire or emergency. No Owner of the Village shall erect or place or cause or permit to be erected or placed any advertising sign or illegal structure on any

- balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any), or front garden(s) (if any) or garden(s) (if any) or filtration plant pit(s) (if any) or filtration plant room(s) (if any) or garage(s) for parking of motor vehicle(s) including but not limited to golf cart(s) and/or service vehicle(s) (if any) or A/C plant room(s) (if any) or electric room(s) (if any) or any part thereof and the Manager shall have the right to remove anything erected or placed on any balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) or filtration plant pit(s) (if any) or filtration plant room(s) (if any) or garage(s) for parking of motor vehicle(s) including but not limited to golf cart(s) and/or service vehicle(s) (if any) or A/C plant room(s) (if any) or electric room(s) (if any) in contravention of this provision at the costs and expenses of the Owners of the Village having the exclusive right to occupy the balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) or filtration plant pit(s) (if any) or filtration plant room(s) (if any) or garage(s) for parking of motor vehicle(s) including but not limited to golf cart(s) and/or service vehicle(s) (if any) or A/C plant room(s) (if any) or electric room(s) (if any).
3. No balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) shall be enclosed or obstructed which in any way shall contravene the Buildings Ordinance (Cap. 123), 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) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) or any part thereof shall ensure that access to the balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) shall at all times remain open and unobstructed.

4. No Owner of the Village 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 Houses forming part of any Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over through and along any of the Village Common Areas. Prior to the installation thereof, the Owner of the Village shall first obtain the approval in writing of the Manager of the design of any metal grille or shutter or gate.
5. No Owner of the Village 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 Houses forming part of any Residential Unit any 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 Village Common Areas shall be obstructed or encumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of such Village Common Areas be used for any business or private purpose and no Owner of the Village shall do or permit or suffer to do anything in such Village Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Village.
7. No Owner of the Village shall store or permit to be stored in any Houses forming part of the 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 of the Village shall enclose, except by fencing approved by the Manager, its own balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any).
9. Owners of the Village who have a common fence wall adjoining the gardens of their respective Residential Units shall each have the right to the use of the interior surface of the fence wall on his side. No Owner of the Village shall use any portion of the fence wall so as to interfere with the use and enjoyment of the other Owners of the Village. No Owner of the Village shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the fence wall without the written consent of the other Owners of the Village and the written consent of the Manager. No Owner of the Village shall put structures of any kind (such as fish ponds) so near to the fence wall as to cause leakage of water to the other side of the fence wall or as to be likely to cause the fence wall to collapse. If the fence wall 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. Upon mutual agreement between the Owners of the Village who have such common fence wall, the common fence wall may be altered, varied, demolished, removed or rebuilt at their joint costs and expenses.
10. Each Owner of the Village shall have the right to use the interior surface of the party walls dividing his Residential Unit from the neighbouring Residential Units. No Owner of the Village shall use any portion of such party walls so as to interfere with the use and enjoyment of the other Owners of the Village. Except for the interior surface of such party walls of his Residential Unit which shall be repaired and maintained by the relevant Owner 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 of the Village may deck any Voids or cover with any structure the balcony(ies) (if any) or utility platform(s) (if any) or flat roof (sky garden) (if any) or

terrace(s) (if any) or verandah(s) (if any) or patio garden(s) (if any) or front garden(s) (if any) or garden(s) (if any) within the compounds of his Residential Unit without having obtained the Manager's prior written consent.

12. All slopes or terraces (if any) of any Residential Unit shall be maintained in accordance with "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the slope maintenance manual prepared in accordance with Geoguide 5 whenever it is applicable.

SECTION VI

MANAGEMENT EXPENSES AND POWERS OF MANAGER

1. (a) Discovery Bay Services Management Limited shall be appointed as Manager of the Village in accordance with the Principal Deed and each Owner of the Village hereby appoints the Manager irrevocably as attorney to enforce the provisions of this Sub-Deed and each Owner of the Village hereby covenants not to enforce the terms of this Sub-Deed otherwise than through the Manager subject to the provisions in the Principal Deed contained and all powers duties and rights of the Manager as provided in Section IV of the Principal Deed shall apply to the management of the Village.
- (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, 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 Village 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 installation or 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 the Village 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, there shall be allocated to each

Residential Unit the number of Management Units set opposite such Residential Unit in the Sixth Column of the First Schedule hereto.

4. The Manager shall prepare :-
 - (a) annual budget(s) showing the estimated net expenditure in respect of the Village which shall cover the estimated Management Expenses which in the opinion of the Manager are attributable to the Village or for the benefit of all the Owners of the Village in respect of the operation, maintenance, repair, cleaning, lighting and security of the Village Common Areas and the Village Common Facilities;
 - (b) an annual budget showing the estimated net expenditure in respect of the City together with the amount to be apportioned to the Village in accordance with the provisions of Subsection D of Section IV of the Principal Deed; and
 - (c) a budget showing the estimated net expenditure of the inspection and collective renovation exercise referred to in Clauses 32 and 33 of Section IV of this Sub-Deed.

The Manager shall have the right to decide and allocate the expenditure mentioned in Clause 4(a) of Section VI of this Sub-Deed as among Management Expenses of Village Common Areas and Village Common Facilities and such decision and allocation shall be binding, save for manifest error, on the Owners of the Village. The Manager shall also have the right to decide and allocate the expenditure mentioned in Clause 4(c) of Section VI of this Sub-Deed as among the expenditure of Residential Units and Village Common Areas and Village Common Facilities and such decision and allocation shall be binding, save for manifest error, on the Owners of the Village.

5. (a) Each Owner of the Village shall contribute to the amount assessed under the annual budget prepared under Clause 4(a) of Section VI of this Sub-Deed and the annual budget prepared under Clause 4(b) of Section VI of this Sub-Deed in the proportion which the number of the Management Units allocated to the part or parts of the Village owned by him bears to the total number of the

Management Units of the Village Provided however that notwithstanding any provisions to the contrary herein contained no Owner of the Village may be called upon to pay more than his appropriate share of the Management Expenses having regard to the number of Management Units allocated to the part or parts of the Village owned by him. The sum payable shall be recalculated regularly as provided in this 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 and the Village, then the Owners of the Village 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 of the Village to the overall costs calculated as provided in this 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-Deed as to management and maintenance of the Village. 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 of the Village must not be required to make any payment or reimburse the Registered Owner for these outgoings.

- (b) Each Owner of the Village shall contribute the amount assessed under the budget prepared under Clause 4(c) of Section VI of this Sub-Deed in the proportion which the number of the Management Units allocated to the Residential Unit owned by him bears to the total number of the Management Units of the Residential Units Provided however that notwithstanding any

provisions to the contrary herein contained no Owner of the Village may be called upon to pay more than his appropriate share of the Management Expenses having regard to the number of Management Units allocated to the Residential Unit owned by him. If the total contributions receivable as aforesaid by the Manager shall be insufficient to meet the costs and expenses for the collective renovation exercise, then the Owners of the Village shall 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 of the Village to the overall costs calculated as provided in this Sub-Deed bears to the total of such overall costs.

6. Where any expenditure relates principally to the Village 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 Village and shall be borne by the Owners of the Village according to the number of Management Units allocated to the part or parts of the Village owned by them respectively.
7. Where there is any expenditure which relates to the Village as well as to the other village(s) adjacent to the Village ("Other Portion(s)") in relation to service(s) to the Village as well as to the Other Portion(s), the Manager shall allocate such expenditure as between the Management Expenses of the Village and the Management Expenses of the Other Portion(s) in proportion to the number of Management Units allocated to the Village and the Other Portion(s) respectively. The Owners of the Village shall pay a due proportion of the expenditure allocated to the Management Expenses of the Village pursuant to this clause according to the number of Management Units allocated to the part or parts of the Village 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. Upon the assignment of the Residential Unit from the Registered Owner, each first Owner of the Village is required to pay to the Manager (i) two months' management fee as his initial contribution to the Reserve Fund which is non-refundable and non-transferable; and (ii) an Improvement Fund for the Village equivalent to one month's management fee which is non-refundable and non-transferable upon completion of the sale and purchase of a Residential Unit.
10. Upon the assignment of the Residential Unit from the Registered Owner, each first Owner of the Village shall (i) deposit and maintain with the Manager a sum equivalent to three months' management fee contributions by him under this Sub-Deed as security against his liabilities under this 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 months' management fee contribution by him under this Sub-Deed as payment in advance of the first two months' management fee contribution and such sum shall be transferable but not refundable.
11. In the event of any Owner of the Village failing to pay any sum due and payable by him in accordance with the provisions of this 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-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 of the Village to pay the difference in order to maintain the deposit under Clause 10(i) of Section VI of this Sub-Deed to a sum equivalent to three months' management fee contributions by him.

12. Without prejudice to the generality of Section IV of the Principal Deed and Clause 11 of Section VI of this Sub-Deed, each Owner of the Village upon becoming an Owner of the Village 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 this 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 an Owner of the Village assumes ownership of his Residential Unit.
13. The Manager shall have the right and power to (i) forbid any Owner of the Village who defaults in payment of any amount due under the provisions of this Sub-Deed or otherwise fails to observe and perform any of the terms and conditions herein contained from using the Village Common Facilities of the Village and (ii) discontinue providing management services to such Owner until such breach has been rectified to the reasonable satisfaction of the Manager Provided that notwithstanding anything contained in the Principal Deed or in this Clause, the Manager shall not interrupt the supply of electricity, water, gas, telecommunications, or other utilities which are provided to such Residential Unit or prevent access thereto.
14. Subject as otherwise provided in this 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-Deed provided that the Manager shall act reasonably in giving or withholding such written consent or approval and where any consent is required from the Manager by an Owner of the Village, the Manager shall be entitled to charge a reasonable administrative fee, which shall be paid into the Reserve Fund, for issuing such consent.
15. The Manager shall have the power to make Village Rules before the formation of the Village Owners' committee for the purpose of regulating the use, operation and maintenance of the Village including Village Common Areas and the Village 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. Provided that notwithstanding anything contained in the Principal Deed or in this Clause, the Manager shall not revoke or amend the Village Rules except with the prior approval of the Village Owners' Committee (if formed). The Village Rules and any amendments thereto must not be inconsistent with or contravene the Principal Deed, this Sub-Deed, the City Rules, the Building Management Ordinance (Cap. 344) or the Conditions.

16. The Owners of the Village shall each deposit and maintain with the Manager a refundable decoration deposit of HK\$10,000 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 of the Village 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 Village 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 Village 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-Deed, the Registered Owner shall only be obliged to contribute to the Reserve Fund, the Improvement Fund, the decoration charge and the various deposits and advance payments provided under Clauses 9 and 10 of Section VI of this 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-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 Village Common Areas, and Village Common Facilities shall not

exceed ten per cent (10%) of the current annual management budget in respect of the Village, save with the prior approval by a resolution of the Owners of the Village in a meeting of the Owners of the Village convened under this Sub-Deed.

19. Subject to the provisions in Schedule 7 to the Building Management Ordinance (Cap. 344), the procurement of supplies, goods, or services by the Manager or the Village Owners' Committee that involves (a) an amount in excess of or likely to be in excess of \$200,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or (b) an amount which is or is likely to be more than 20% of the annual management budget in respect of the Village (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Building Management Ordinance (Chapter 344) will apply to the Manager or the Village Owners' Committee with any appropriate variations. Service as provided by the Manager may include such value added services provided, at the discretion of the Manager, for the benefit of the Owners of the Village including but without limited to limousine, shuttle bus, arrangement of car rental and butler services. For the avoidance of doubt, this clause shall not apply to procurement of supplies, goods or services where the full amount of expenditure which exceeds the amount specified in (a) or (b) above (whichever is the lesser) is subsidised at the sole discretion of the Registered Owner.

20. 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 Village Common Areas as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Village. 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 Village.

21. The Manager shall have power to organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Village and to encourage such Owners and occupiers to participate in such activities with a view to improving the environmental conditions of the Village.
22. The Manager shall have power to make Village Rules to protect the environment of the Village and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
23. The Manager shall have the power and duty to:-
 - (a) inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations; and
 - (b) provide a suitable CCTV imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of the concealed drainage pipes by a suitable CCTV imaging device, and to arrange regular inspection of the subject pipework on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints/pipe brackets conditions and to enter into and upon each Residential Unit at all reasonable times on notice (except in the case of emergency) with or without agents, surveyors, workmen and others for conducting inspection of the concealed drainage pipes which form part of the relevant Residential Unit provided that the Manager shall make good any damage caused as a result of the Manager exercising the above power and duty and shall be liable for the negligent, wilful or criminal acts of the Manager, his staff and contractors (including

but not limited to making good the damage caused by such acts at his own costs and expense).

24. In respect of the Reserve Fund: -

- (a) All monies received for the Reserve Fund shall be deposited in an interest bearing account at a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) the title of which shall refer to the Reserve Fund for the Village and held by the Manager on trust for all Owners of the Village. All sums in the Reserve Fund shall be the property of the Owners of the Village. Reference shall be made to the Reserve Fund in the annual account(s) in respect of the management of the Village and an estimate shall be made in such account(s) of the time when there will be a need to draw on the Reserve Fund, and the amount of money that will be then needed.
- (b) Each Owner of the Village covenants with the other Owners of the Village that he shall make further periodic contributions to the Reserve Fund. The Annual General Meeting of the Owners of the Village shall by resolution of the Owners of the Village decide the amounts to be contributed by the Owners of the Village to the Reserve Fund for the ensuing year and the time when those contributions will be payable.
- (c) Except in a situation considered by the Manager to be an emergency, money must not be paid out of the Reserve Fund unless it is for a purpose approved by a resolution of the Village Owners' Committee (if any). The Manager must not use the Reserve Fund for the payment of any outstanding management expenditure arising from or in connection with the day-to-day management of the Village.
- (d) The payments made by the Owners of the Village towards the Reserve Fund are neither refundable to any Owner of the Village by the Manager nor transferable to any new Owner of the Village.

25. The Manager shall have the power to maintain and upkeep the Transformer Station in good repair and condition and replace or renew any parts that may need replacement or renewal.
26. Subject to Clause 19 of Section VI of this Sub-Deed, if the Manager shall in its discretion deem fit, it may operate or contract for the operation of shuttle bus services and/or limousine services to and from Discovery Bay and/or within Discovery Bay for the use and benefit of the Owners and occupiers of the Residential Units during such times and at such intervals and to such destinations as the Manager may think appropriate and charge the users of the services such fares as the Manager may think reasonable. The costs and expenses incurred hereunder shall form part of the Management Expenses of Residential Units and any fares collected hereunder shall be credited to the Management Funds of Residential Units. If the operation of shuttle bus services is for the use and benefit of the Owners and occupiers of the Residential Units as well as the owners and occupiers of other village(s) of the Lot ("Other Village(s)"), the Manager shall allocate the net expenditure or (as the case may be) the net surplus arising from such operation as between the Management Expenses (in the case of net expenditure) or the Management Funds (in the case of net surplus) of the Residential Units and the Management Expenses (in the case of net expenditure) or the Management Funds (in the case of net surplus) of the Other Village(s) in proportion to the number of Management Units allocated to the Residential Units and the Other Village(s) respectively.
27. Notwithstanding Clause 2(c) of Section III of this Sub-Deed but subject to Clause 19 of Section VI of this Sub-Deed, the Manager shall have the power to provide or procure to provide value-added services at its discretion to the Owners and/or occupiers of the Residential Units and the expenses shall form part of the Management Expenses of Residential Units.
28. Unless otherwise directed by the Owners' Corporation, the Manager shall insure and keep insured and update to the full new reinstatement value in respect of the Village

Common Areas and the Village Common Facilities and all parts thereof and in particular against loss or damage by fire or other perils and to effect insurance against public liability, occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Village and other liabilities in such items or in such amounts as the Manager may think fit such insurance to be in the name of the Manager itself for and on behalf of all the Owners of the Village according to their respective interests and to pay all premia required to keep such insurance policies in force.

SECTION VII

A. MEETINGS OF VILLAGE OWNERS

1. The Manager shall call the first meeting of the Owners of the Village as soon as possible, but in any event, not later than nine (9) months from the date of this Sub-Deed (and call further and subsequent meetings if needed) for the purpose of electing a Chairman and a Vice-Chairman to the Village Owners' Committee for a term of three (3) years and transacting business to be tabled at the meeting. Every Owner of the Village shall be a member of the Village Owners' Committee until and unless he ceases to be an Owner of the Village.
2. A triennial general meeting shall be convened by the Manager or the Village Owners' Committee and shall be held once in every three (3) calendar years and the Owners of the Village shall meet in such triennial general meeting for the purpose of electing such officers as aforesaid and transacting any other business of which due notice is given in the notice convening the meeting.
3. A meeting of the Owners of the Village, other than the triennial general meeting of the Owners of the Village, may be convened at any time by the Manager or the Village Owners' Committee or by an Owner of the Village appointed to convene such a meeting by at least two Owners of the Village 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 Village by at least 14 days' prior notice in writing to the Owners of the Village 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 of the Village; or by sending it by post to the Owners of the Village 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 Chairman and/or Vice-Chairman of the Village Owner's Committee or for election new Chairman or Vice-Chairman of the Village Owner's Committee, after the current Chairman or Vice-Chairman ceases to hold office under Clause 10 of Part B of this Section VII, shall only be convened by the Village Owner's Committee or by an Owner of the Village appointed to convene such a meeting by at least two Owners of the Village 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 Village.

4. Undivided Shares allocated to Village Common Areas and the Village 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 of the Village.
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 of the Village shall be entitled to notice of meetings of the Owners of the Village or to attend or vote at any such meeting.
 - (b) In case of any Owner of the Village 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.

- (c) The Manager shall be represented at the meetings by a duly appointed representative.
7. A meeting of the Owners of the Village shall be presided over by the Chairman of the Village Owners' Committee. If the meeting is convened by the Manager or an Owner of the Village 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 two Owners of the Village shall be a quorum.
9. All resolutions put to the vote of the meeting shall be decided by poll.
10. Every Owner of the Village including the Registered Owner in respect of every Undivided Share of the Village owned by him shall have one vote for every Undivided Share of the Village held by him. Votes may be given either personally or by proxy or by a duly authorised representative of the Owner of the Village.
11. If an Undivided Share of the Village is owned by two (2) or more persons, any vote in respect of that Undivided Share of the Village may be cast :-
- (a) by a proxy jointly appointed by the co-owners;
 - (b) by a person appointed by the co-owners from amongst themselves; or
 - (c) if no appointment has been made under sub-paragraphs (a) and (b), either by one of the co-owners personally or by a proxy appointed by one of the co-owners. In the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the undivided share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid. .

12. In the case of an equality of votes, the person presiding over the meeting shall have a second or casting vote.
13. An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap. 344), and shall be signed by the Owner of the Village or, if the Owner of the Village 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 Village Owners' Committee or, if the meeting is convened under Clause 3 of this Section VII, the person convening the meeting, at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner of the Village to attend and vote on behalf of such Owner, shall, for the purposes of the meeting, be treated as being such Owner present at the meeting.
14. An Owner of the Village 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 of the Village.
15. All resolutions passed at a meeting duly convened and held shall be binding on all Owners of the Village insofar as the Village is concerned but such resolutions shall not be binding on the Manager or conflict with the provisions of this Sub-Deed, the Principal Deed, the Conditions or the City Rules or any decision of the City Owners' Committee.
16. The purpose of such meetings, in addition to the election of officers of the Village Owners' Committee as aforesaid, shall be to discuss matters relating to the Village. Prior to the formation of the Owners' Corporation, the Owners of the Village attending such meetings shall have the power to pass a resolution to require the Manager to appoint an independent auditor nominated by such Owners to audit the annual accounts prepared by the Manager.

17. The Chairman, or in his absence the Vice-Chairman, shall represent the Village in the City Owners' Committee.

18. The Chairman and the Vice-Chairman of the Village Owners' Committee shall be elected in the following manner. The candidates for election shall be proposed and seconded by any Owners of the Village 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 Village Owners' Committee offers himself for election as the Chairman of the Village Owners' Committee, he shall not chair any meeting at which such election shall take place, in which case any Owner of the Village (or in the case of an Owner of the Village being a corporate body, the representative appointed by such Owner of the Village) not standing for such election or the Manager or a duly appointed representative of the Manager shall chair such meeting. This Clause 18 shall also apply to election of new Chairman or Vice-Chairman of the Owners' Committee after the current Chairman or Vice-Chairman ceases to hold office under Clause 10 of Subsection B of this Section VII. The elected new Chairman or Vice-Chairman shall hold office up to the end of the current term but such person may offer himself for re-election in accordance with this Clause 18.

B. MEETINGS OF THE VILLAGE OWNERS' COMMITTEE

1. The Chairman, Vice-Chairman and other members of the Village Owners' Committee (hereinafter referred to as "the Committee") elected in accordance with the provisions of Subsection A of Section VII of this Sub-Deed and the Manager or its representative shall be the Village Owners' Committee, which shall, unless the Committee otherwise resolves, meet not less than once 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

Village Owners' Committee, 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 two (2) members (for the avoidance of doubt, members include, without limitation, 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-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 (for the avoidance of doubt, members include, without limitation, 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 of the Village insofar as the Village is concerned but such resolution shall not be binding on the Manager or conflict with the provisions of the

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

9. The purpose of a meeting of the Committee shall be to discuss matters relating to the Village, to fill any casual vacancy which may occur in the post of the Chairman and Vice Chairman of the Committee but any person appointed to fill such position shall vacate such position at the conclusion of the next meeting of the Owners of the Village (if any) convened in the manner set out in Clause 3 of Subsection A of Section VII, but such person may offer himself for re-election in accordance with Clause 18 of Subsection A of Section VII of this Sub-Deed, to give directions and advice to the Chairman or Vice-Chairman on any issue before or expected to come before the City Owners' Committee, to make suggestions for the amendment, deletion or addition to the Village Rules and to decide on and undertake such duties as the Manager may delegate to the Committee.

10. 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 of the Village;
 - (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 of the Village.

SECTION VIII
MISCELLANEOUS

1. Notwithstanding anything herein contained, the Owners of the Village shall in accordance with the Management Units allocated to the part or parts of the Village owned by them contribute to the expense for the maintenance, repair and the carrying out of all works in respect of the Slopes and Retaining Walls in accordance with the “Geoguide 5 – Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the slope maintenance manual prepared in accordance with Geoguide 5. A Slopes and Retaining Walls plan of a scale of not less than 1:500 showing all the slope structures existing at the date of this Sub-Deed, certified by the Authorized Person that it includes all the slope structures, is annexed hereto for identification purpose and the Registered Owner (which expression, for the purpose of this clause, shall exclude its successors and assigns) shall cause to be deposited a copy of the slope maintenance manual at the Manager’s office in the Village within one month after the date of this Sub-Deed for inspection by the Owners of the Village free of charge during the normal office hours of the Manager. A copy of such maintenance manual shall be supplied to the Owner(s) of the Village on request and upon payment of a reasonable charge by the Owner(s) concerned. All charge received shall be paid into the Reserve Fund. The Manager is hereby given full authority by the Owners of the Village to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition any of such Slopes and Retaining Walls in compliance with the Conditions and in accordance with such slope maintenance manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. The Manager shall have the right to demand the Owners of the Village for payment to the Manager of all costs lawfully incurred or to be incurred by the Manager in carrying out such works regarding the maintenance of the Slopes and Retaining Walls. The Manager shall not be personally liable for carrying out any such works regarding the maintenance of the Slopes and Retaining Walls which shall remain the responsibility of the Owners of the

Village if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners of the Village.

2. (a) The Registered Owner shall at its own costs compile for the reference of the Owners of the Village and the Manager a maintenance manual for the Works and Installations, setting out the following details: -
 - (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) recommended maintenance strategy and procedures;
 - (iv) a list of items of the Works and Installations requiring routine maintenance;
 - (v) recommended frequency of routine maintenance inspection;
 - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) recommended maintenance cycle of the Works and Installations.
 - (b) The Registered Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office in the Village within one month after the date of this Sub-Deed for inspection by all Owners of the Village free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be paid into the Reserve Fund.
- 3 The Second Schedule and the maintenance manual for the Works and Installations shall be revised if necessary in future to take into account any necessary changes such as addition of works and installations in the Village and the updating of maintenance strategies in step with changing requirements.

4. The Owners of the Village may, by a resolution of Owners of the Village at a meeting of the Owners of the Village convened under this Sub-Deed, decide on revisions to be made to the Second Schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised Second Schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners of the Village in the meeting of the Owners of the Village convened under this Sub-Deed. The Owners of the Village must at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Village and their own Residential Units and the Works and Installations.
5. All costs incidental to the preparation of the revised Second Schedule and the revised maintenance manual for the Works and Installations will be paid out of the Reserve Fund.
6. The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office in the Village within one month after the date of its preparation for inspection by all Owners of the Village free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be paid into the Reserve Fund.
7. The provisions of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) shall be incorporated into and form part of this Sub-Deed (collectively “the incorporated provisions”) and to the extent that any provision in this Sub-Deed is inconsistent with the incorporated provisions, the incorporated provisions shall prevail. The Registered Owner must deposit a copy of each of Schedules 7 and 8 to the Building Management Ordinance (Cap. 344) (English and Chinese versions) at the Manager’s office in the Village for reference by all Owners of the Village free of charge during the normal office hours of the Manager. A copy of the said Schedules 7 and 8 shall be provided to any Owner of the Village upon request at the expense of

such Owner of the Village and upon payment of a reasonable charge. All charges received will be paid into the Reserve Fund.

8. (a) A set of the plans showing City Retained Areas, Village Common Areas and Greenery Areas and certified by the Authorised Person as such is annexed hereto with City Retained Areas, Village Common Areas and Greenery Areas shown and coloured pink, red and yellow 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 Village free of costs and charges during the normal office hours of the Manager.
9. 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 of the Village for the time being holding 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-Deed Provided however that no person shall be liable for any of the covenants or provisions of this Sub-Deed in respect of any Undivided Share owned by him after ceasing to be an Owner of the Village 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 an Owner of the Village.
10. The Registered Owner shall at its own cost provide a direct translation in Chinese of this Sub-Deed. The Registered Owner shall deposit a copy of this Sub-Deed and the Chinese translation in the management office in the Village within one (1) month after the date of execution hereof for inspection by the Owners of the Village free of costs. A copy of this Sub-Deed and the Chinese translation shall be provided to any Owner of the Village upon request at the expense of such Owner of the Village 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.

11. Any Owner of the Village 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-Deed, failing which the address of his Residential Unit shall be deemed to be his address for service.
12. This Sub-Deed shall not conflict with the provisions of the Principal Deed. In the event of any conflict between the provisions of the Principal Deed and the provisions of this Sub-Deed, the provisions of the Principal Deed shall prevail.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>	<u>Fifth Column</u>	<u>Sixth Column</u>
(A) Residential Units	Number of Houses forming part of each Residential Unit	GBA of Residential Unit (sq. m)	Maximum Attainable Area of Residential Unit (sq. m)	Undivided Shares of Each Residential Unit	Management Units of Each Residential Unit
House A, House A1, House A2 and House A3 #%*+@	4	909.936	894.573	91/250,000 th shares	91 Management Units
House B, House B1, House B2 and House B3 #%*@	4	869.140	864.040	87/250,000 th shares	87 Management Units
House C, House C1, House C2 and House C3 %*@	4	644.080	638.275	64/250,000 th shares	64 Management Units
House D, House D1, House D2 and House D3 %*@	4	649.215	643.410	65/250,000 th shares	65 Management Units
House E, House E1, House E2,	5	644.079	638.274	64/250,000 th shares	64 Management Units

House E3 and
House E4 %*@

House F, House F1, House F2, House F3 and House F4 %*@	5	323.870	321.387	32/250,000 th shares	32 Management Units
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Sub Total :				403/250,000 th shares	403 Management Units
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(B) Village Common Areas and Village Common Facilities				1/250,000 th share	0 Management Unit
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<u>Summary</u>		
Residential Units	403/250,000 th shares	403 Management Units
Village Common Areas and Village Common Facilities	1/250,000 th share	0 Management Unit
Total :	404/250,000 th shares	403 Management Units

Remarks :

- # means including the terrace thereof
- % means including the gardens thereof
- * means including filtration plant pit thereof
- + means including the Void thereof
- @ means including the electric room thereof

THE SECOND SCHEDULE ABOVE REFERRED TO

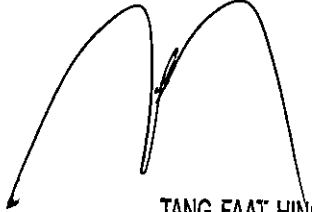
Works and Installations as at the date of this Sub-Deed :

- (i) structural elements;
- (ii) external wall finishes and roofing materials (if applicable);
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations (if applicable);
- (ix) gas supply system (if applicable);
- (x) window installations (if any); and
- (xi) the slope structures.

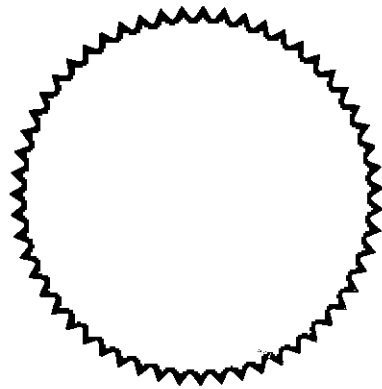
SEALED with the Common Seal of)
the Registered Owner in the presence of and)
SIGNED by)
CHUNG Sam Tin Abraham)
CHU Wai Ling)
director(s)/person(s) duly authorised by)
a resolution of its board of directors)
whose signature(s) is/are)
verified by :-)

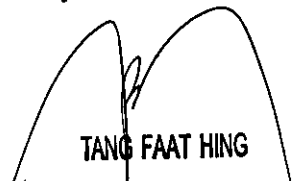




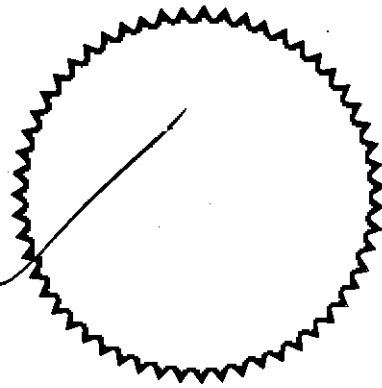

TANG FAAT HING
Solicitor, Hong Kong SAR
Messrs. Kao, Lee & Yip

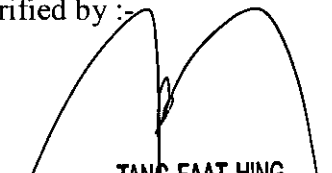
SEALED with the Common Seal of)
 the First Purchaser in the presence of and)
 SIGNED by)
 CHU Wai Ling)
)
)
 director(s)/person(s) duly authorised by a)
 resolution of its board of directors in the)
 presence of/whose signature(s) is/are)
 verified by :-)




TANG FAAT HING
 Solicitor, Hong Kong SAR
 Messrs. Kao, Lee & Yip

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 :-)




TANG FAAT HING
 Solicitor, Hong Kong SAR
 Messrs. Kao, Lee & Yip

Dated the 22nd day of May 2020

HONG KONG RESORT COMPANY LIMITED

and

OPAL PROPERTY LIMITED

and

DISCOVERY BAY SERVICES MANAGEMENT
LIMITED

SUB-DEED OF MUTUAL COVENANT

in respect of

AREA 1a and AREA 1b (Portion), THE
REMAINING PORTION OF LOT NO.385 IN
DEMARCATIION DISTRICT NO.352 AND THE
EXTENSIONS THERETO, DISCOVERY BAY,
LANTAU ISLAND, HONG KONG



註冊摘要編號 Memorial No.:
20061800740023

本文書於2020年6月18日在土地註冊處
以上述註冊摘要編號註冊。

This instrument was registered in the
Land Registry by the above Memorial
No. on 18 June 2020.

土地註冊處處長
Land Registrar

REGISTERED at the Land Registry by Memorial
No.
on

for Land Registrar

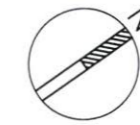
Kao, Lee & Yip
Solicitors & Notaries,
17th Floor, Gloucester Tower,
The Landmark,
Central,
Hong Kong.

Ref : K/LWY/80912/LPK/FHT/bc(CV)

I HEREBY CERTIFY THE ACCURACY
OF THIS SUB-DMC PLAN

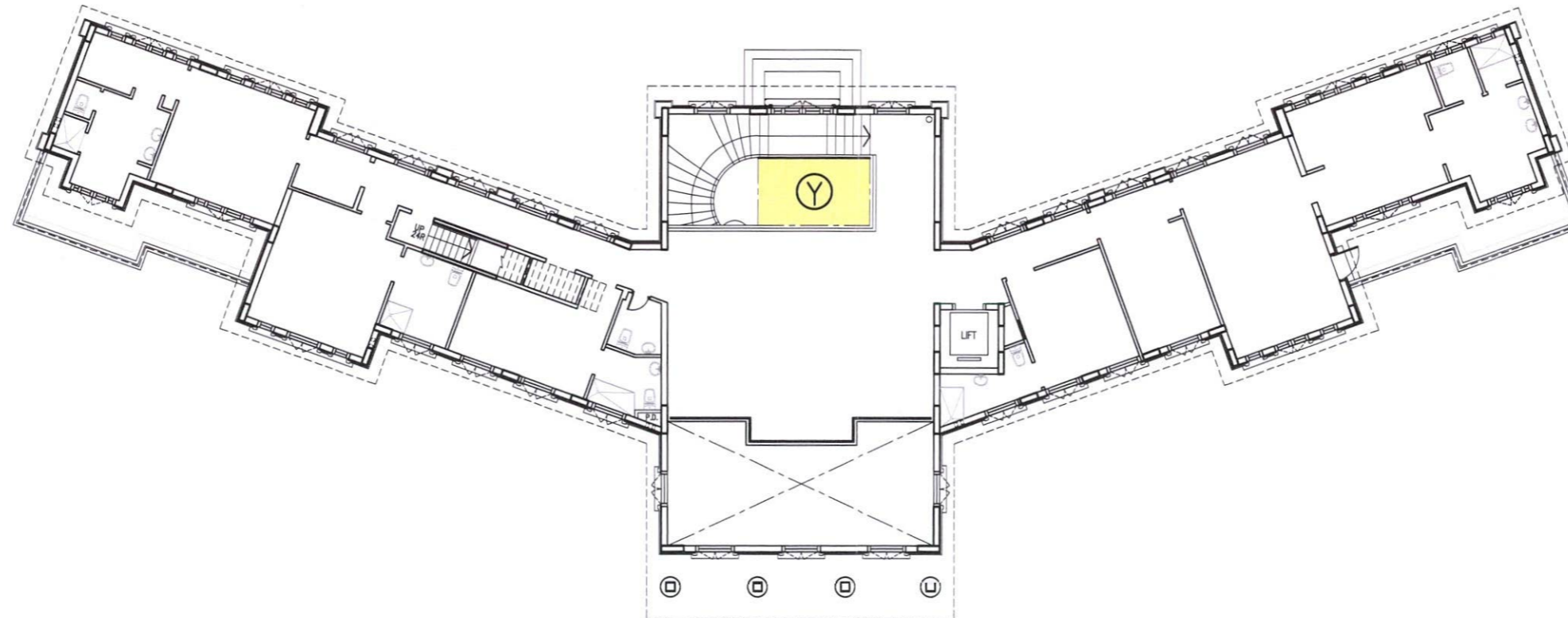


LEE MING YEN, JENNIFER.
AUTHORIZED PERSON, ARCHITECT
01 MARCH 2017



LEGEND:

 YELLOW G.F.A.
EXEMPTED VOID AREA



註冊摘要編號 Memorial No.:

20061800740023

A3C

VOID PLAN OF FIRST FLOOR PLAN (HOUSE A)
PROPOSED DEVELOPMENT AT D.D. 352 LOT 385 R.P. & THE EXT. THERETO
AREA 1a AND AREA 1b DISCOVERY BAY, LANTAU ISLAND

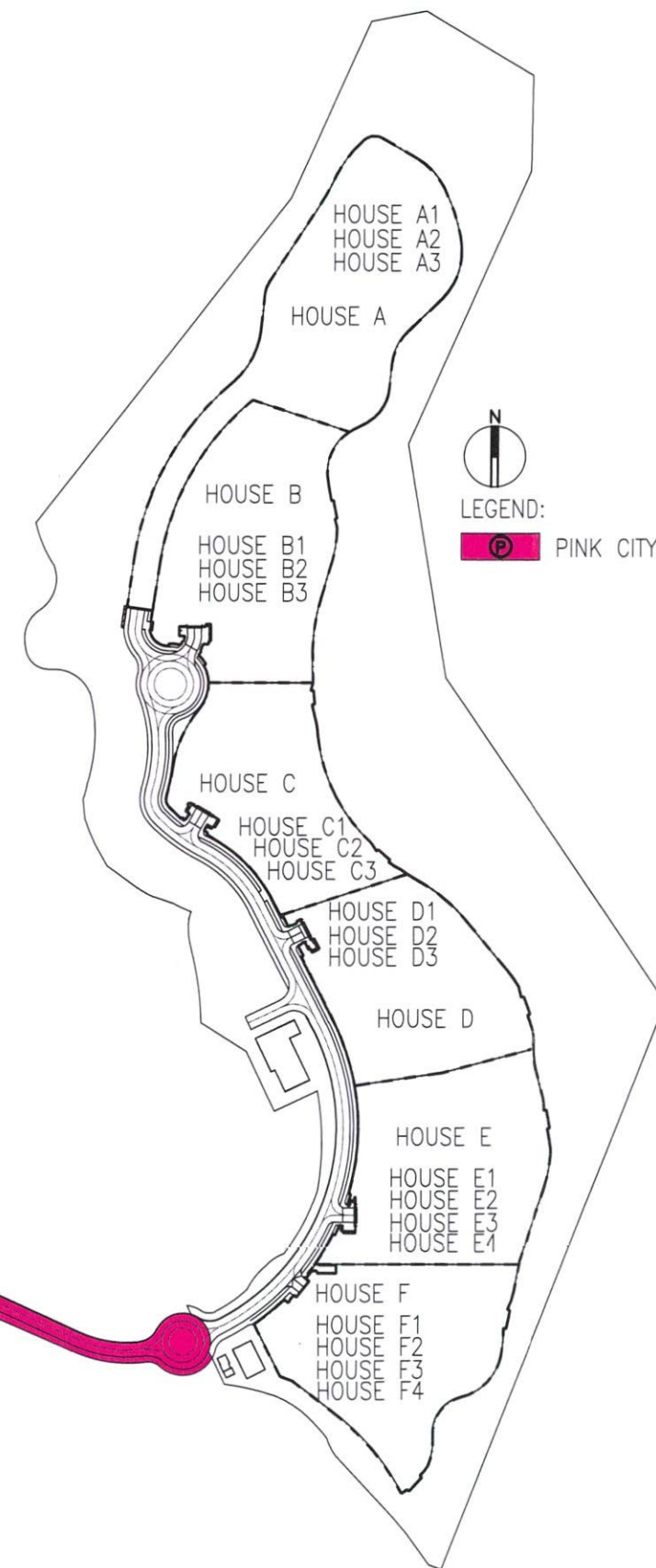
NOTE: NOT TO SCALE AND FOR INFORMATION ONLY

I HEREBY CERTIFY THE ACCURACY
OF THIS SUB-DMC PLAN



LEE MING YEN JENNIFER
AUTHORIZED PERSON , ARCHITECT

25 Oct 2019



LEGEND:



PINK CITY RETAINED AREAS



註冊摘要編號 Memorial No.:
20061800740023 A3C

CITY RETAINED AREAS PLAN
PROPOSED DEVELOPMENT AT D.D. 352 LOT 385 R.P. & THE EXT. THERETO
AREA 1a AND AREA 1b (PORTION) DISCOVERY BAY , LANTAU ISLAND

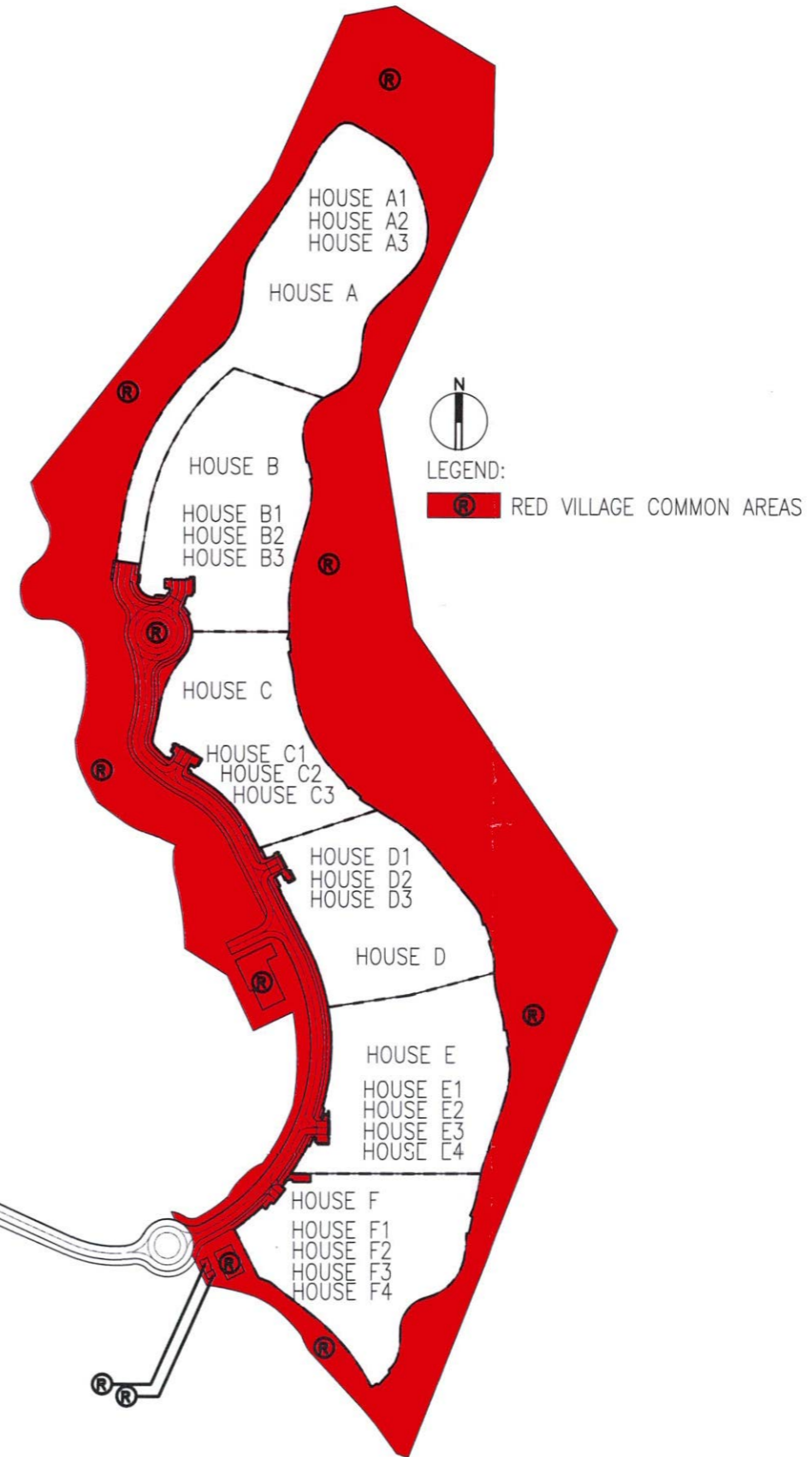
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I HEREBY CERTIFY THE ACCURACY
OF THIS SUB-DMC PLAN



LEE MING YEN JENNIFER
AUTHORIZED PERSON , ARCHITECT

25 Oct 2019

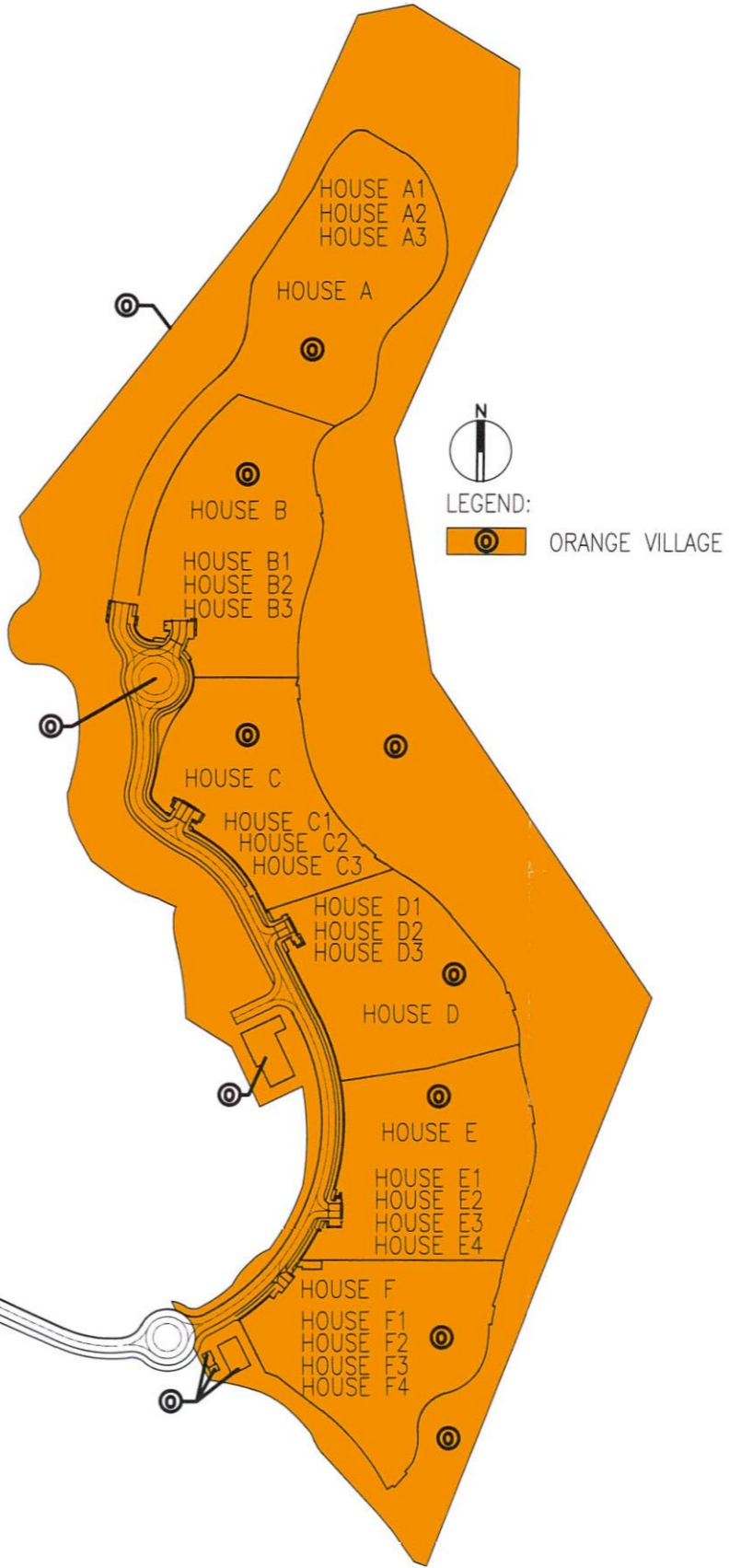
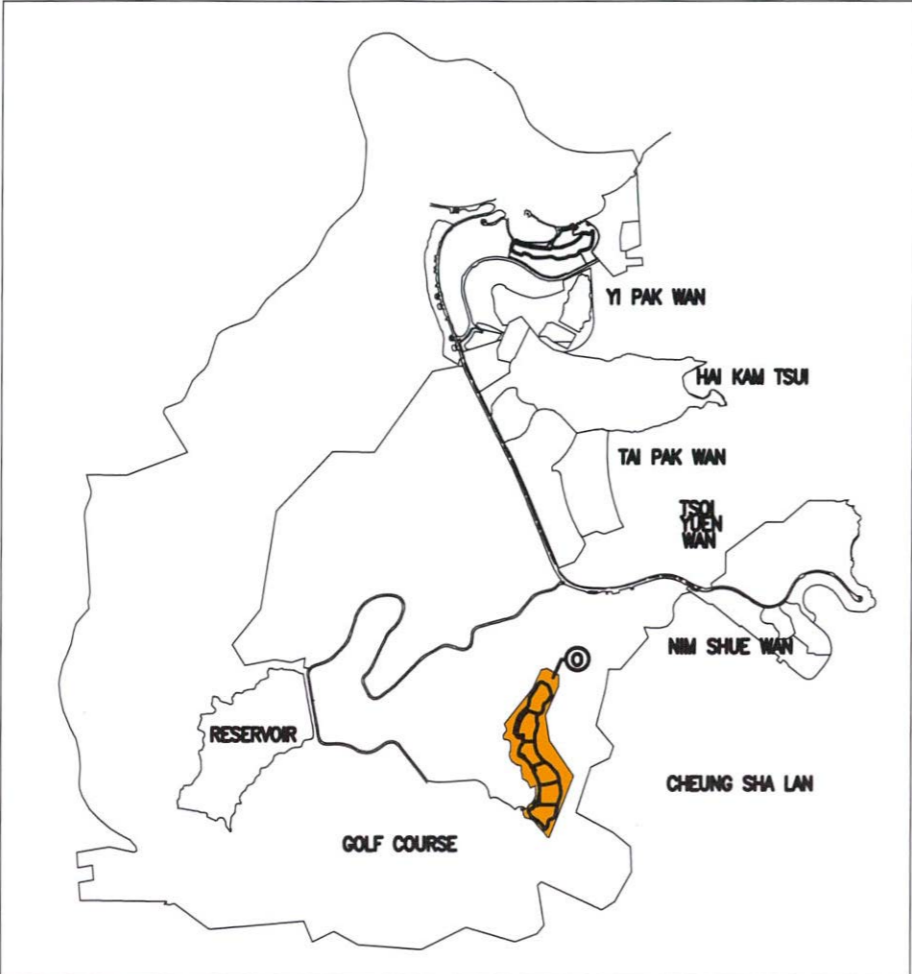


VILLAGE COMMON AREAS PLAN
PROPOSED DEVELOPMENT AT D.D. 352 LOT 385 R.P. & THE EXT. THERETO
AREA 1a AND AREA 1b (PORTION) DISCOVERY BAY , LANTAU ISLAND



註冊摘要編號 Memorial No.:
20061800740023 A3C

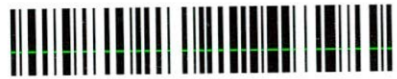
NOTE: NOT TO SCALE AND FOR INFORMATION ONLY



I HEREBY CERTIFY THE ACCURACY OF THIS SUB-DMC PLAN

LEE MING YEN, JENNIFER
AUTHORIZED PERSON, ARCHITECT

25 Oct 2019



註冊摘要編號 Memorial No.:
20061800740023 A3C

SITE PLAN
PROPOSED DEVELOPMENT AT D.D. 352 LOT 385 R.P. & THE EXT. THERETO
AREA 1a AND AREA 1b (PORTION) DISCOVERY BAY, LANTAU ISLAND

I HEREBY CERTIFY THE ACCURACY
OF THIS SUB-DMC PLAN

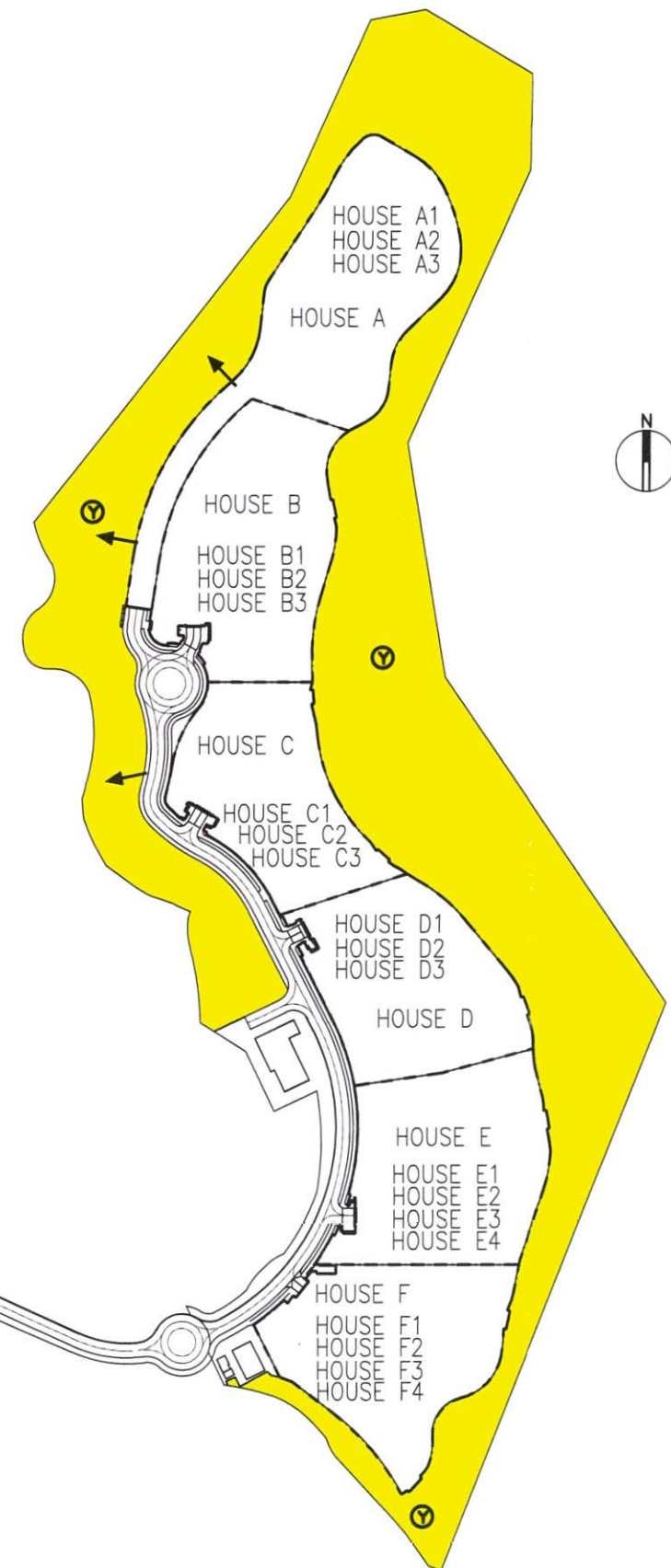

LEE MING YEN JENNIFER
AUTHORIZED PERSON, ARCHITECT
25 Oct 2019

→ COMMON ACCESS TO THE PROVIDED GREENERY AREAS FROM PEDESTRIAN FOOTPATH
IRRIGATION WATER POINT

LEGEND:

 YELLOW GREENERY AREAS

TOTAL AREA OF GREENERY AREAS: 39,644.560 sqm.



註冊摘要編號 Memorial No.:
20061800740023 A3C

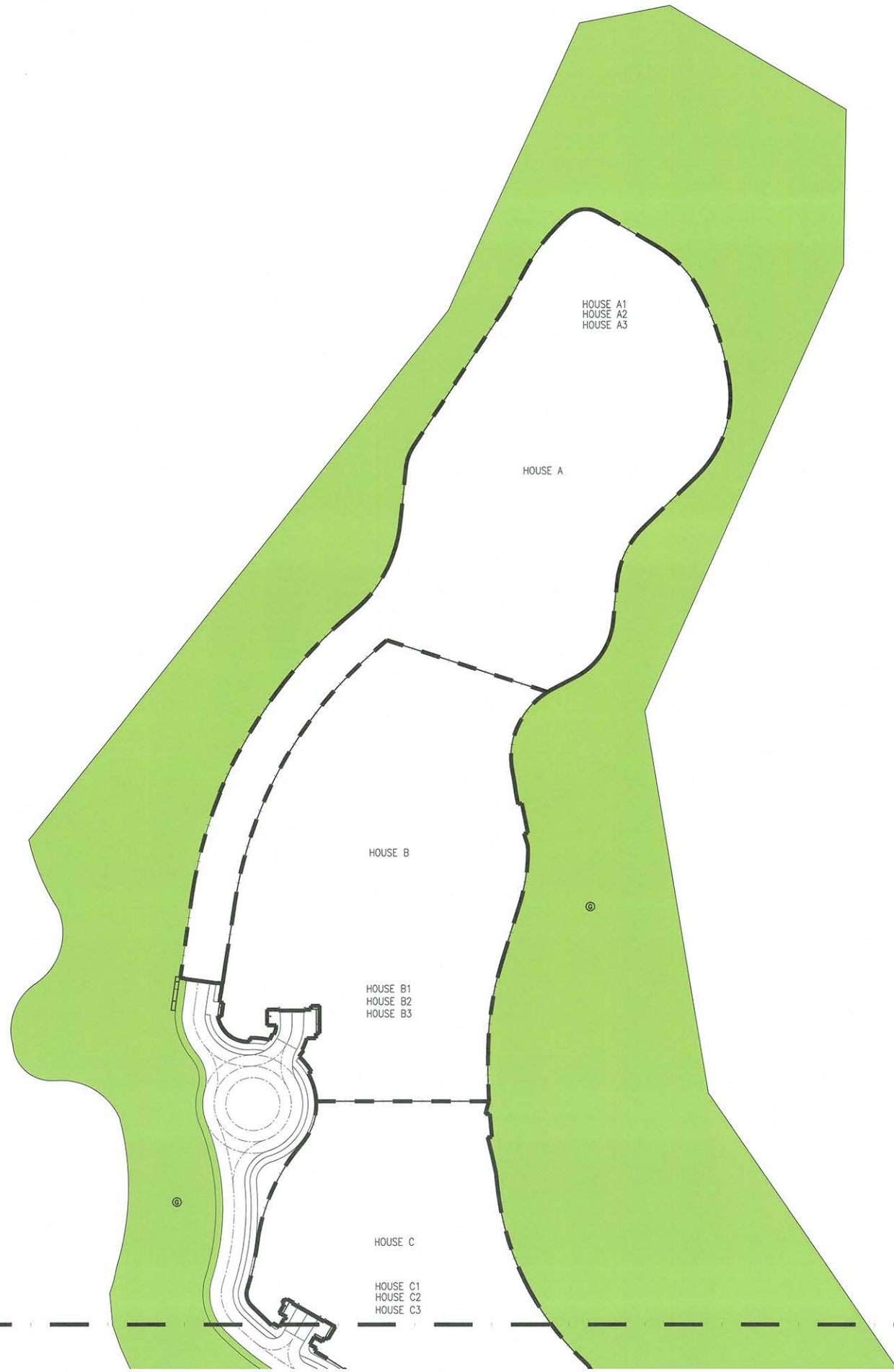
GREENERY AREAS PLAN
PROPOSED DEVELOPMENT AT D.D. 352 LOT 385 R.P. & THE EXT. THERETO
AREA 1a AND AREA 1b (PORTION) DISCOVERY BAY, LANTAU ISLAND



LEGEND:
GREEN SLOPES AND RETAINING WALLS AREAS
SCALE: 1:500

I HEREBY CERTIFY THE ACCURACY
OF THIS SUB-DMC PLAN

LEE MING YEN, JENNIFER,
AUTHORIZED PERSON, ARCHITECT
25 Oct 2019



REFER TO PART 2

REFER TO PART 1



LEGEND:
GREEN SLOPES AND RETAINING WALLS AREAS
SCALE: 1:500

I HEREBY CERTIFY THE ACCURACY
OF THIS SUB-DMC PLAN

LEE MING YEN JENNIFER
AUTHORIZED PERSON, ARCHITECT
25 Oct 2019



SLOPES AND RETAINING WALLS PLAN
PROPOSED DEVELOPMENT AT D.D. 352 LOT 385 R.P. & THE EXT. THERETO
AREA 1a AND AREA 1b (PORTION) DISCOVERY BAY, LANTAU ISLAND