



Memorial No. : 285848

Received on : 19 September 2000

Serial No. 171 \$ 2000.00 13 OCT 2000

MEMORIAL of an instrument to be registered in the Land Registry/ New Territories Land Registry under the Land Registration Ordinance.				FOR LAND REGISTRY USE ONLY			
Solicitors Code	139	Stamp Office No.	NIL	Stamp Duty	NIL	Serial No.	203
Date of instrument	1st September 2000			Reg. Fee	\$ 2,000.-	Nature of Instrument Code	24
Nature and object of the instrument	SUB-DEED OF MUTUAL COVENANT (with plans annexed) (in triplicate)			Consideration Code		Capacity Code	
Consideration	NIL						
Memorial number of transaction satisfied [Regs.6(1)(f) and 6(2)(f)]	NIL						
Names of parties	Hong Kong Identity Card/ Company Registration/ Other Identification (please specify) Numbers * (in case of change of ownership)	Status of parties (Assignor/ Assignee/etc.)	Their respective shares in, and capacities in relation to, the Premises				
HONG KONG RESORT COMPANY LIMITED (香港 興業有限公司)	-	Registered Owner	-				
TAO JUN(陶鈞)	-	First Purchaser	-				
DISCOVERY BAY SERVICES MANAGEMENT LIMITED	-	Manager	-				
Premises affected by the instrument	Undivided Share (if any): 1,914/250,000th						
	Lot No. : THE REMAINING PORTION OF LOT NO.385 IN DEMARCATION DISTRICT NO.352 AND THE EXTENSIONS THERETO						
	Address: (if applicable)						
	Block	Flat	Floor	Premises No.	Street Name		
					NEO HORIZON, Phase 10, Area 7C, Discovery Bay, Lantau Island, (Official address not yet known) (HK/Kln/NT) *		

On this 12th day of September 2000 I WENDY CHOW (name)

of SLAUGHTER AND MAY Hong Kong, Solicitor, 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.

Note : If space is insufficient, please show particulars on a separate sheet, make reference and staple the sheet onto this form.
* : Delete whichever is inapplicable

Hong Kong

Dated the 1st day of September 2000



DOC

HONG KONG RESORT COMPANY LIMITED

and

TAO JUN

and

DISCOVERY BAY SERVICES MANAGEMENT LIMITED

SUB-DEED OF MUTUAL COVENANT

of

NEO HORIZON (時峰), PHASE 10, AREA 7C, THE
REMAINING PORTION OF LOT NO.385 IN
DEMARCATON DISTRICT NO.352 AND THE
EXTENSIONS THERETO, DISCOVERY BAY, LANTAU
ISLAND, HONG KONG

REGISTERED in the Islands
New Territories Land Registry
by Memorial No. 285848
on 19 September 2000

for Land Registrar

SLAUGHTER AND MAY
Solicitors
27th Floor
Two Exchange Square
Central, Hong Kong

(139)

TABLE OF CONTENTS

PARTIES	1
RECITALS	1
SECTION I UNDIVIDED SHARES AND RESERVED RIGHTS	6
SECTION II EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OF A HIGH RISE BUILDING	8
SECTION III EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE OF AND IN THE LOT AND THE VILLAGE IS HELD	10
SECTION IV COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS	12
SECTION V COVENANTS AND PROVISIONS APPLICABLE TO OWNERS OF A RESIDENTIAL UNIT	17
SECTION VI MANAGEMENT EXPENSES	19
SECTION VII	21
A. MEETINGS OF VILLAGE OWNERS	21
B. MEETINGS OF THE VILLAGE OWNERS' COMMITTEE	25
SECTION VIII MISCELLANEOUS PROVISIONS	27
THE SCHEDULE	28
EXECUTION PAGE	36

THIS INDENTURE made this *1st* day of *September* Two Thousand

BETWEEN

- (1) HONG KONG RESORT COMPANY LIMITED (香港興業有限公司) whose registered office is situate at Discovery Bay Office Centre, No.2 Plaza Lane, Discovery Bay, Lantau Island, Hong Kong (hereinafter called "the Registered Owner") of the first part;
- (2) TAO JUN(陶鈞) of Flat C on the 22nd Floor of Block 2 of Neo Horizon, Phase 10, Area 7C, Discovery Bay, Lantau Island, Hong Kong (hereinafter called "the First Purchaser" which expression shall where the context so admits include his executors administrators and assigns) of the second part; and
- (3) DISCOVERY BAY SERVICES MANAGEMENT LIMITED whose registered office is situate at Discovery Bay Office Centre, No.2 Plaza Lane, Discovery Bay, Lantau Island, Hong Kong (hereinafter called "the Manager" which expression shall have the meaning assigned to it in Recital (1)(a) of the Principal Deed) of the third part.

WHEREAS:-

- (1) This Sub-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 Islands New Territories Land Registry by Memorial No.112018 (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.
 - (b) The expressions following shall have the following meanings ascribed to them whenever the context permits:-

“Buildings”	All those High Rise Buildings erected or to be erected in the Village in accordance with the Master Plans or any other buildings to be hereafter erected thereon.
“CLP Power”	CLP Power Hong Kong Limited and shall include its successors and assigns.
“CLP Power Facilities”	The Rising Mains and the Lateral Mains and all ancillary installations connected to the CLP Power’s meters.
“High Rise Building”	A high rise building erected or to be erected in the Village in accordance with the Master Plans with multiple residential units therein and car parks (if any).
“Improvement Fund”	A fund established or to be established by the Manager for the replacement or improvement of facilities.
“Lateral Mains”	The portion of cable or busbar tee-off from the Rising Mains at each floor of the Building, including but not limited to, switchgears, fuse cut-outs, fusible plug-in units, switchboards and switches connected to CLP Power’s meters.
“Management Units”	Units allocated to the Residential Units in the Village in accordance with the provisions of Clause 2 of Section VI of this Sub-Deed.
“Owners of the Village”	Owners holding Undivided Shares of the Village.
“Passageways”	All those portions of the Village as are shown on the Village Plan annexed hereto and thereon coloured yellow subject to amendment of the Master Plans.

“Residential Unit”

A unit in a High Rise Building erected or to be erected in the Village in accordance with the Master Plans or any other buildings to be hereafter erected thereon.

“Rising Mains”

The portion of main cables or busducts from the switch room of the Building leading up to the top of the Building relating to the installation of electric water heaters in the Units, but excluding the earthing system, underground cables and the Lateral Mains.

“The Village”

All that part of the Lot as is shown on the Site Plan attached to this Sub-Deed and thereon coloured orange and the buildings now or hereafter constructed thereon to be known as “Neo Horizon (時峰)”.

“Village Common Areas”

shall mean and include (subject to the Principal Deed) the entrances and halls, lift lobbies, roof (other than those which have been exclusively assigned together with the Residential Units), sky roof on 18th Floors of the Buildings, staircases, corridors, landings, passages, yards and the external walls of each of the High Rise Buildings, the slopes and retaining walls within the Village and the areas that does not serve individually as shown for identification purpose only on the plans hereto annexed and thereon coloured Green.

“Village Common Facilities”

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

(a) Such of the sewers, drains, water courses, pipes, gutters, tanks, fire water tanks, wells (if any) wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in, 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 that are not serving individually.

(b) Transformer rooms, main distribution frame rooms (for telephone), pump houses, switch rooms, generator rooms, store rooms (if any), lift machine rooms, MDF rooms, water meter room, electrical meter room, hopper room, A/C room, A/C platform serving common areas, mechanical rooms and mechanical ventilation rooms or other rooms for the use and benefit of the Village.

(c) Lamp posts and lighting within the Village.

(d) Communal television network for the use and benefit of the Village.

(e) Any other facilities including Local Management Office, caretaker's or watchman's room, lifts and such other devices installed for the use and benefit of the Village.

(f) Refuse storage chamber serving the Village.

“The Village Retained Areas”

All those portions of the Village as are shown and coloured brown on the Village Plan annexed hereto.

(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) Prior to the date of the Assignment to the First Purchaser next hereinafter recited the Registered Owner was the Owner of the Village subject to and with the benefit of the Principal Deed.

(5) By an Assignment bearing even date herewith and made between the Registered Owner of the first part and the First Purchaser of the second part 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 7 equal undivided 250,000th parts or shares of and in the Lot and All Those 7 equal undivided 1,914th parts or shares of and in the buildings and other structures and ancillary work erected or to be erected on the Village together with the full and exclusive right and privilege to hold use occupy and enjoy All That Flat C on the 22nd Floor of Block 2 of the Village.

(6) In accordance with the provisions of Section 2A of the Multi-Storey Buildings (Owners Incorporation) Ordinance Cap.344, the Registered Owner has given an Undertaking to the Government either itself or by its subsidiary to manage the City which Undertaking was registered in the Islands New Territories Land Registry by Memorial No.102012.

(7) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, upgrading, insuring 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 in respect of the Village and to provide for a due proportion of the common 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, pursuant to the Conditions.

NOW THIS DEED WITNESSETH as follows:-

**SECTION I
UNDIVIDED SHARES AND RESERVED RIGHTS**

1. There shall be sub-allocated to the Village 1,914 Undivided Shares which shall be allocated as follows:-

Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary work erected on the Village
(a) Residential Units in the Village (particulars of the number of undivided shares of and in (i) the Lot and of and in (ii) the buildings and ancillary works erected on the Village allocated to each Residential Unit are contained in the Second Column and Third Column of the Schedule hereto)	1,569/250,000th shares	1,569/1,914th shares
(b) Village Retained Areas	15/250,000th shares	15/1,914th shares
(c) Village Common Area and Facilities	330/250,000th shares	330/1,914th shares

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

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 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 the 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 instructions as to the areas or parts of the Village on which the High Rise Buildings are to be erected that the Owners their servants agents or licensees may or may not use while such works are being carried out Provided that the Registered Owner in exercise of its rights under this clause shall act with all due expedition causing as little disturbance as possible and making good any damage caused thereby.

3. The Registered Owner reserves the right to enter into a Sub-Sub-Deed of Mutual Covenant with the first purchaser of the other stages of the Village and/or the car parking spaces for purposes similar to this Sub-Deed PROVIDED ALWAYS that such Sub-Sub-Deed of Mutual Covenant shall not conflict with the provisions of this Sub-Deed or affect the rights, interests or obligations of the owners of the Residential Units.
4. 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.

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

1. The Owner of a Residential Unit of a High Rise Building shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed the City Rules and the Village Rules and subject to the rights of the Manager as hereinafter provided and to the payment by the Owner of his due proportion of the Manager's Remuneration and Management Expenses:-
 - (a) The full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the Village Common Areas and Village Common Facilities as shall form part of the High Rise Building of which the Residential Unit to which he is entitled to the exclusive use occupation and enjoyment (hereinafter for simplicity referred to as "owned") forms part for all purposes connected with the proper use and enjoyment of such Residential Unit Subject as aforesaid.
 - (b) The Owner of a Residential Unit of a High Rise Building shall have the benefit of the following easements, rights and privileges:-
 - (i) Full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all persons having the like right) (but subject always as hereinbefore provided) to go, pass and repass over and along the Passageways for all purposes connected with the proper use and enjoyment of such Residential Unit, Subject as aforesaid.
 - (ii) The right to subjacent and lateral support from other parts of the High Rise Building in which the Residential Unit owned by the Owner is situated and the right to subjacent and lateral support from the Buildings or the foundations thereof and all other parts of the Village and all parts of the City Subject as aforesaid.
 - (iii) Full right and liberty (but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed) for the Owner for the time being his tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along the

City Common Areas for all purposes connected with the proper use and enjoyment of such Residential Unit, Subject as aforesaid.

- (iv) The free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and any other services from and to the Residential Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the City or the Village or any building for the proper use and enjoyment of the Residential Unit owned by the Owner but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed.
2. The Owners shall have no right to enter upon any part of the Lot, the City, the Village or the Buildings save as expressly herein provided it being understood that all work necessary for the maintenance and repair of the City and the Village and the Buildings shall be carried out by the Manager who shall have the right to enter in or upon any part of the City and/or the Village or the Buildings for that purpose as herein provided.

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

1. The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Residential Unit is held:-
 - (a) The Manager shall have full right and privilege at all reasonable times on notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon each Residential Unit for the purposes of inspecting, examining and maintaining such Residential Unit (including the Roof or Flat Roof thereof, if any) or High Rise Building in which such Residential Unit is situated or any part or parts thereof or any Village Common Facilities or City Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the High Rise Building or Village or the City or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purpose or enjoyment.
 - (b) Easements rights and privileges over along and through each Residential Unit equivalent to those set forth in Clause 1(b)(i) to (iv) of Section II of this Sub-Deed.
 - (c) All covenants, rights, liberty, privileges, entitlements, exceptions and reservations as are granted and conferred on the Registered Owner under the Principal Deed.
 - (d) The right and privilege of CLP Power at all reasonable times on prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon any part of the Building for the purposes of inspecting, examining, repairing and maintaining the CLP Power Facilities.

2. Subject always to the rights of the Registered Owner under the Principal Deed and this Sub-Deed the Manager shall have full right and authority to control and manage the City Common Areas, the Major Roads, the Passageways and the Village Common Areas and in this connection shall have power
 - (a) to licence and control parking thereon and to remove vehicles or other things parked or left thereon or therein not so licensed;

- (b) to licence or let out any part thereof for such sum and for such purposes as it thinks fit, any charges received by the Manager in the exercise of the aforesaid power shall be considered part of the Management Funds.

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

Subject to the provisions of the Principal Deed:-

1. Every assignment of an Undivided Share in the Lot and the Village shall contain an express covenant by the Purchaser thereof to notify the Manager of any change of ownership within one (1) month from the date of the assignment.
2. Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Village owned by him and shall indemnify the other Owners from and against all liability therefor.
3. Each Owner shall pay to the Manager on the due date his due proportion of the Manager's Remuneration and the Management Expenses payable by such Owner as herein provided.
4. No Owner shall make any structural alterations to any part of the Buildings or Village owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Buildings or Village whether in separate or common occupation nor will any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Passageways, Village Common Areas or City Common Areas or any of the Village Common Facilities or City Common Facilities or any equipment or apparatus on in or upon the Lot not being equipment or apparatus for the exclusive use and benefit of any such Owner.
5. No Owner shall make any alteration to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or gas.
6. No Owner shall do or permit or suffer to be done any act or thing in contravention of the terms and conditions in the Conditions or whereby any insurance on the Buildings or Village or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

7. Each Owner shall be responsible for and shall indemnify all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Buildings or Village owned by him or any person using such part of the Buildings or Village with his consent expressed or implied or by or through or in any way owing to the overflow of water therefrom.
8. Each Owner shall be responsible to the other Owners for the time being for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Buildings or Village owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair such costs, charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Buildings or Village for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.
9. No Owner shall at any time exercise or attempt to exercise any statutory or common right to partition the Lot or the Village or the Buildings or any part or parts thereof.
10. No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the City at any time in the course of construction and/or the management and the maintenance of the City or the Village or the Buildings.
11. Each Owner shall maintain in good repair and condition that part of the Buildings or Village owned by him to the satisfaction of the Manager and in such manner as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Buildings or Village.
12. No Owner shall use or permit or suffer the part of the Buildings or Village owned by him to be used for any illegal or immoral purpose nor will he do cause or permit or suffer to be done any act or thing which may be or become a

nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being provided always that nothing in this provision shall restrict the Registered Owner in its development of the Village or other parts of the City in accordance with the Master Plans.

13. No Owner shall use or permit or suffer any part of the Buildings or Village owned by him to be used except in accordance with any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.
14. No part of the City Common Areas, the Major Roads, Passageways or Village Common Areas shall be obstructed or encumbered and no Owner shall do or suffer or permit to be done anything in such City Common Areas, Major Roads, Passageways or Village Common Areas as may be or become a nuisance to any other Owners or occupiers of the Buildings or Village or any other part of the City.
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 shall be entitled to connect any installation to any aerial installed by the Manager except with the permission of the Manager and in accordance with any City Rules or Village Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Buildings except with the written consent of the Manager.
17. No external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, sculptures, or other projections or structures whatsoever extending outside the exterior of any Building shall be erected, installed or otherwise affixed to or projected from any Building or any part thereof except with the written consent of the Manager.
18. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance and facade colour including but not limited to the colour of the window and the window frame of residential unit of any Building without the prior consent in writing of the Manager.
19. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Building owned by him any refuse, rubbish, litter

or other article or thing whatsoever except using the facilities (if any) provided for the disposal thereof.

20. All Owners shall at all times observe and perform the City Rules and Village Rules.
21. Each Owner may at his own expense install in the part of the Buildings or the part of the Village owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part of the Buildings or Village and provided further that nothing in this clause shall inhibit the Registered Owner in proceeding with and completing the construction of the City and the Village and development of the Lot in accordance with the Master Plans.
22. No clothing or laundry shall be hung outside the Residential Unit or any part thereof (other than in the spaces specifically provided therefor) or in the City Common Areas, Passageways or in the Village Common Areas which to the opinion of the Manager may affect the external appearance of any High Rise Building.
23. No Owner of a Residential Unit of any High Rise Building in respect of which flat roof(s) or terrace(s) or roof(s) are held therewith shall erect on such flat roof(s) or terrace(s) or roof(s) any objects or structures without the written consent of the Manager.
24. The Owner of a Residential Unit of any High Rise Building in respect of which flat roof(s) or terrace(s) or roof(s) are held therewith shall at all times keep such flat roof(s) or terrace(s) or roof(s) in good repair and condition.
25. 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. The Manager shall have the power and right to limit the number of household pets in a Residential Unit.
26. The Manager shall have the power and right to remove any animals from a Residential Unit if in the opinion of the Manager, such animals were causing a nuisance to other Owners or occupiers of other Residential Units.

27. Every Owner of a Residential Unit shall be obliged to join and become a member of the DISCOVERY BAY RESIDENTS CLUB and to pay the monthly subscriptions promptly and shall obey the Club Rules and Bye-laws thereof and shall promptly transfer his membership to his purchaser upon the 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.

28. No air-conditioning units or apparatus or any other fixture shall be installed through the window or external walls of any High Rise Building without the prior written consent of the Manager having been first obtained and the conditions of such consent having been complied with.

SECTION V
COVENANTS AND PROVISIONS APPLICABLE TO OWNERS OF A RESIDENTIAL
UNIT

1. All Residential Units shall not be used for any purpose other than for domestic purposes and in particular shall not be used as an apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles. No partitioning shall be erected or installed which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
2. No Owners except the Owners having the exclusive right to occupy any roof or flat roof or terrace or part thereof shall have the right to use the roof or flat roof or terrace or part thereof except only for escape in the event of fire or emergency. Subject to the provisions of the Principal Deed and the Conditions as regards advertising signs, no Owner shall erect or place or cause or permit to be erected or placed any advertising sign or illegal structure on any roof or flat roof or terrace or any part thereof and the Manager shall have the right to remove anything erected or placed on any roof or flat roof or terrace in contravention of this provision at the costs and expenses of the Owners having the exclusive right to occupy the roof or flat roof or terrace.
3. No roof or flat roof or terrace (if any) shall be enclosed or obstructed which in any way shall contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and the Owner for the time being of any roof or flat roof or terrace or any part thereof shall ensure that access to the roof, flat roof or terrace shall at all times remain open and unobstructed.
4. No Owner shall permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any 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 (forming part of the High Rise Building of which the Residential Unit forms part). Prior to the installation thereof, the Owner shall first obtain the approval in writing of the Manager the design of any metal grille or shutter or gate.

5. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
6. No part of the Village Common Areas forming part of the High Rise Building shall be obstructed or encumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of such Village Common Areas be used for any business or private purpose and no Owner shall do or permit or suffer to do anything in such Village Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the High Rise Building of which the Residential Unit owned by him forms a part or to any owners or occupiers of any adjoining or neighbouring premises.
7. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
8. No Owner shall enclose except fencing approved by the Manager its own flat roof(s), terrace(s), balcony or patio.

SECTION VI
MANAGEMENT EXPENSES

1. Discovery Bay Services Management Limited shall be appointed as Manager of the Development and the Village and the Buildings in accordance with the Principal Deed and each Owner hereby appoints the Manager irrevocably as Attorney to enforce the provisions of this Sub-Deed and each Owner hereby covenants not to enforce the terms of this Sub-Deed and any Sub-Sub-Deed of Mutual Covenant otherwise than through the Manager subject to the provisions in the Principal Deed contained and all powers duties and rights of the Manager as provided in Section IV of the Principal Deed shall apply to the Manager of the Village and the Buildings.
2. For the purpose of determining the contributions to be made by each Owner of a Residential Unit in the High Rise Building and the Village to the Management Expenses of the City and to the Management Expenses of the Village and of the High Rise Building and to the Manager's Remuneration, there shall be allocated to each Residential Unit the number of Management Units set opposite such Residential Unit in the fourth column of the Schedule hereto.
3. The Manager shall prepare:-
 - (a) an annual budget showing the estimated net expenditure in respect of the Village,
 - (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 Sub-section D of Section IV of the Principal Deed.
4. The Owners of Residential units in the Village shall pay a due proportion of the estimated expenditures contained in Clause 3(a) and (b) of Section VI of this Sub-Deed according to the numbers of Management Units allocated to the Residential Units owned by them respectively. 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 Common Areas and Facilities of the Development and of the Village then the Owners will make good a due proportion of the deficiency by making a further contribution to the Manager as is necessary to cover such costs

and expenses such further contribution being in the same proportion to the total deficiency as the contribution of the Owners to the overall costs calculated as provided in this Sub-Deed bears to the total of such overall costs.

5. The Owners of Residential Units in the Village are required to pay a non-refundable Improvement Fund equivalent to one (1) month's management fee and a non-refundable debris removal fee also equivalent to one (1) month's management fee upon completion of owner's acquisition of that part of the Buildings owned by him. The debris removal fee is for the removal from Discovery Bay any debris or rubbish which may accumulate as a result of the initial fitting out of the units provided that any surplus or deficit which may arise shall be applied towards or made up from (as the case may be) the funds held by the Manager for the management of the Village in such manner as the Manager may from time to time decide.

6. On completion of the sale and purchase of a Residential Unit, the Owner of such Residential Unit shall:-
 - (a) deposit and maintain with the Manager a sum equivalent to three (3) months' 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 contributions to be made hereunder and shall only be transferable but not refundable;

 - (b) pay the Manager a sum equivalent to three (3) months' contributions by him under this Sub-Deed as payment in advance of the first three (3) months' contributions; and

 - (c) deposit and maintain with the Manager a refundable decoration deposit in such sum which shall not be more than \$2,000 as security for the due observance and performance of the fitting out procedure.

7. Notwithstanding anything contained in this Sub-Deed, the Registered Owner shall only be obliged to contribute to the Improvement Fund, the debris removal fee and the various deposits and advance payments provided under Clauses 5 and 6 of this Section VI for any Residential Unit which shall remain in the ownership of the Registered Owner after a period of three (3) months from the date of this Sub-Deed.

SECTION VII

A. MEETINGS OF VILLAGE OWNERS

1. The Owners of the Village shall within nine (9) months from the date of this Sub-Deed meet for the purpose of electing a Chairman and a Vice-Chairman and not less than three (3) members but not more than five (5) members to the Village Owners' Committee and transacting business to be tabled at the Meeting.
2. At least once in every calendar year thereafter, the Owners of the Village shall meet for the purpose of electing such officers and members as aforesaid and transacting any other business of which due notice is given in the notice convening the Meeting.
3. The Owners of the Village may further meet from time to time as occasion may require to discuss and decide matters concerning the Village and they shall meet whenever required by the Manager.
4. The Meeting of the Owners of the Village shall be convened by the Manager by at least fourteen (14) days' notice in writing specifying the date, time and place of the Meeting and the subjects to be discussed.
5. Service of the notice of meeting may be effected:-
 - (a) personally upon the Owner;
 - (b) by post addressed to the Owner at his last known address; or
 - (c) by leaving the notice at the Owner's flat or depositing the notice in his letter box.
6. The Manager shall send a secretary to the Meetings who shall keep a record of the persons present at the Meetings and the proceedings thereof.
7.
 - (a) Owners holding Undivided Shares 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 the event of an Owner entitled to attend and vote 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 husband or wife of an Owner entitled to attend and vote or any adult member of the family or the lawful attorney or proxy of such Owner duly authorised in writing by such Owner shall be entitled to attend and vote on such Owner's behalf.
 - (d) The Manager shall be represented at the Meetings by a duly appointed representative.
 - (e) The Registered Owner may be represented at the Meetings by a duly appointed representative who shall be entitled to vote in respect of any Undivided Share held by the Registered Owner.
8. In the absence of the Chairman and the Vice-Chairman, the Owners present at the Meeting shall choose one of their number to be the Chairman of that Meeting.
9. Subject to Clause 10, the Chairman or Owners holding not less than 5% of the Undivided Shares of the Village 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 4 hereof.
10. No business shall be transacted at any time unless a quorum is present in person or by duly authorised representative as aforesaid when the Meeting proceeds to business and Owners holding not less than 10% of the Undivided Shares of the Village and the said representative of the Manager shall be a quorum.
11. At the Meeting, every Owner of an Undivided Share including the Registered Owner shall have one (1) vote either personally or through his duly authorised representative for every Undivided Share held by him.
12. If an Undivided Share is jointly owned by two (2) or more persons, the vote in respect of that shall be cast :-
- (a) by a proxy jointly appointed by the co-owners;
 - (b) by one (1) co-owner appointed by the others;

- (c) if no appointment has been made under sub-paragraphs (a) and (b) above, by the co-owner whose name stands first in relation to that share in the register kept at the Land Registry.
13. (a) An instrument appointing a proxy shall be in writing signed by the Owner or if the Owner is a body corporate, under the seal of that body.
- (b) The appointment of a proxy shall have no effect unless the instrument appointing the proxy is lodged with the person or one of the persons as the case may be who convened the Meeting not less than 24 hours before the time for holding the Meeting at which the proxy proposes to vote, or within such lesser time as the chairman of the Meeting shall allow.
14. In the case of an equality of votes, the person presiding over the Meeting shall have in addition to a deliberative vote, a casting vote.
15. An Owner of a Residential Unit in the Village who has failed to pay his due proportion of the Management Expenses and Manager's Remuneration shall not be entitled to be present at any Meetings.
16. All resolutions passed at a Meeting duly convened and held shall be binding on all Owners insofar as the Village is concerned but (without prejudice to Paragraph 7 of the Seventh Schedule of the Building Management Ordinance (Cap.344)) such resolutions shall not be binding on the Manager or conflict with the provisions of this Sub-Deed, the Principal Deed or the City Rules.
17. The purpose of such Meetings, in addition to the election of Officers and members of the Village Owners' Committee as aforesaid, shall be to discuss matters relating to the Village.
18. The Chairman, or in his absence the Vice-Chairman, shall represent the Village in the City Owner's Committee.
19. The Chairman, the Vice-Chairman and any other officer of the Village Owners' Committee shall be elected in the following manner. The candidates for election shall be proposed and seconded by any Owners present in person or by duly authorised representative 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.

20. The procedure at a Meeting of the Owners shall be as is determined by the Owners.

B. MEETINGS OF THE VILLAGE OWNERS' COMMITTEE

1. The Chairman, Vice-Chairman and members of the Village Owners' Committee (hereinafter referred to as "the Committee") elected in accordance with the provisions of Sub-Section A of this Section VII and the Manager or its representative shall be the Village Owners' Committee, which shall meet at least six (6) times a year.
2. The Meeting of the Committee shall be convened by the Manager by at least seven (7) days' notice in writing specifying the date, time and place of the Meeting and the subjects to be discussed.
3. The Manager shall send a secretary to the Meetings 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 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 hereof.
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 of the Committee shall be a quorum.
7. A Meeting of the Village Owners' Committee shall be presided over by :-
 - (a) the Chairman; or
 - (b) in the absence of the Chairman, a member of the Village Owners' Committee appointed as chairman for that Meeting.
8. The Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below 5. In the event that the number is reduced below 5, the remaining members of the Committee may act but only for the purpose of calling for a meeting to fill the vacancy.
9. All resolutions put to the vote of the Meeting shall be decided on a show of hands. Each member present shall have one (1) vote and if there is an equality

of votes the chairman of the Meeting shall have, in addition to a deliberative vote, a casting vote.

10. All resolutions passed at a Meeting of the Committee duly convened and held shall be binding on all Owners insofar as the Village is concerned but such resolution shall not be binding on the Manager or conflict with the provisions of the Principal Deed or this Sub-Deed, the City Rules.
11. 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 Chairman or Vice-Chairman but any person appointed to fill such position shall vacate such position at the conclusion of the next meeting of the Owners of the Village, 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 undertaking such duties as the Manager may delegate to the Committee.
12. A member shall hold office until next election provided that he shall nevertheless cease to hold office if:-
 - (a) he resigns by notice in writing to the Committee;
 - (b) he ceases to be an Owner;
 - (c) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty;
 - (d) he becomes incapacitated by physical or mental illness;
 - (e) he has defaulted in paying his contribution towards the Management Expenses; and
 - (f) he fails to observe and perform the provision of the Principal Deed and this Deed.
13. The procedure at Meetings of the Village Owners' Committee shall be as is determined by the Village Owners' Committee.

SECTION VIII
MISCELLANEOUS PROVISIONS

1. Within two (2) months of the date of this Sub-Deed, the Registered Owner shall at its own costs cause a direct translation or summary in Chinese of this Sub-Deed to be made and shall ensure that it is available for inspection and the making of copies by the Owners at the management office in the Village on payment of reasonable copying charges. In the event of a dispute as to the effect of the Chinese translation and the English document, the English version is to prevail.
2. The Manager shall keep and make available for inspection free of costs by the owners a plan of the Village with the Village Common Area shown thereon at the management office in the Village.
3. The Seventh Schedule of the Building Management Ordinance shall apply to this Sub-Deed. For the avoidance of doubt, "the shares" referred to in Paragraph 7(1) of the Seventh Schedule shall mean the Undivided Shares of the whole of the Lot and the City.
4.
 - (a) The Owners shall in accordance with the Management Units allocated to their Units contribute to the expenses for the maintenance, repair and the carrying out of such works as is necessary in relation to the slope and retaining wall within the Village in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office of the Civil Engineering Department (as amended from time to time).
 - (b) The Manager shall have power to engage suitable qualified personnel to inspect maintain and repair the said slope and retaining wall in accordance with the said "Geoguide 5 - Guide to Slope Maintenance" (as amended from time to time) Provided that the Manager shall not be personally liable for carrying out such inspection, maintenance and repair works which shall remain to be the responsibilities of the Owners if having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.

IN WITNESS whereof the Registered Owner and the Manager have caused their respective Common Seals to be hereunto affixed and the First Purchaser has hereunto set her hand and seal the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>
Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary work on the Village	Management Units
BLOCK 1 (4th Floor, 13th Floor, 14th Floor and 24th Floor omitted)			
Flats A, B and C on the 3rd Floor of Block 1	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat D together with yard on the 3rd Floor of Block 1	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flats A, B, C and D on the 5th to 6th Floors of Block 1	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 5th to 6th Floors of Block 1	6/250,000th shares for each flat	6 shares for each flat	6 management units for each flat
Flats A, B, C, D and F on the 7th to 10th Floors of Block 1	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 7th to 10th Floors of Block 1	5/250,000th shares for each flat	5 shares for each flat	5 management units for each flat
Flats A, B, C and D on the 11th to 12th Floors of Block 1	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 11th to 12th Floors of Block 1	5/250,000th shares for each flat	5 shares for each flat	5 management units for each flat
Flat F on the 11th to 12th Floors of Block 1	10/250,000 shares for each flat	10 shares for each flat	10 management units for each flat

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>
Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary work on the Village	Management Units
Flats A, B, C and D on the 15th to 17th Floors of Block 1	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 15th to 17th Floors of Block 1	5/250,000th shares for each flat	5 shares for each flat	5 management units for each flat
Flat F on the 15th to 17th Floors of Block 1	10/250,000th shares for each flat	10 shares for each flat	10 management units for each flat
Flats A, B, C and D on the 18th Floor of Block 1	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 18th Floor of Block 1	5/250,000th shares for each flat	5 shares for each flat	5 management units for each flat
Flats A, B, C and D on the 19th to 22nd Floors of Block 1	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 19th to 22nd Floors of Block 1	6/250,000th shares for each flat	6 shares for each flat	6 management units for each flat
Flat A together with flat roofs on the 23rd Floor of Block 1	9/250,000th shares for each flat	9 shares for each flat	9 management units for each flat
Flat B together with flat roof on the 23rd Floor of Block 1	9/250,000th shares for each flat	9 shares for each flat	9 management units for each flat
Flat C on the 23rd Floor of Block 1	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>
Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary work on the Village	Management Units
Flat D on the 23rd Floor of Block 1	6/250,000th shares for each flat	6 shares for each flat	6 management units for each flat
Flats A and B on the 25th Floor of Block 1	9/250,000th shares for each flat	9 shares for each flat	9 management units for each flat
Flat C on the 25th Floor of Block 1	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat D on the 25th Floor of Block 1	6/250,000th shares for each flat	6 shares for each flat	6 management units for each flat
Duplex Flat A on the 26th Floor and 27th Floor together with flat roofs on 26th Floor, 27th Floor and Roof Floor of Block 1	14/250,000th shares for each flat	14 shares for each flat	14 management units for each flat
Duplex Flat B on the 26th Floor and 27th Floor together with flat roofs on 26th Floor, 27th Floor and Roof Floor of Block 1	13/250,000th shares for each flat	13 shares for each flat	13 management units for each flat
Duplex Flat C on the 26th Floor and 27th Floor together with flat roofs on 27th Floor and Roof Floor of Block 1	15/250,000th shares for each flat	15 shares for each flat	15 management units for each flat

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>
Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary work on the Village	Management Units
Duplex Flat D on the 26th Floor and 27th Floor together with flat roofs on 27th Floor and Roof Floor of Block 1	15/250,000th shares for each flat	15 shares for each flat	15 management units for each flat
Sub-Total	759		

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>
Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary work on the Village	Management Units
BLOCK 2 (4th Floor, 13th Floor, 14th Floor and 24th Floor omitted)			
Flats A, B and C on the 3rd Floor of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat D together with yard on the 3rd Floor of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flats A, B, C and D on the 5th to 6th Floors of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 5th and 6th Floors of Block 2	6/250,000th shares for each flat	6 shares for each flat	6 management units for each flat
Flats A, B, C, D and F on the 7th to 10th Floors of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 7th to 10th Floors of Block 2	5/250,000th shares for each flat	5 shares for each flat	5 management units for each flat
Flats A, B, C, D and F on the 11th to 12th Floors of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 11th and 12th Floors of Block 2	5/250,000th shares for each flat	5 shares for each flat	5 management units for each flat
Flats A, B, C, D and F on the 15th to 17th Floors of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>
Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary work on the Village	Management Units
Flat E on the 15th to 17th Floors of Block 2	5/250,000th shares for each flat	5 shares for each flat	5 management units for each flat
Flats A, B, C and D on the 18th Floor of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 18th Floor of Block 2	5/250,000th shares for each flat	5 shares for each flat	5 management units for each flat
Flats A, B, C and D on the 19th to 22nd Floors of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E on the 19th to 22nd Floors of Block 2	6/250,000th shares for each flat	6 shares for each flat	6 management units for each flat
Flats A, B, C and D on the 23rd Floor of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat E together with flat roof on the 23rd Floor of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat A together with flat roofs on the 25th Floor of Block 2	9/250,000th shares for each flat	9 shares for each flat	9 management units for each flat
Flat B together with flat roof on the 25th Floor of Block 2	9/250,000th shares for each flat	9 shares for each flat	9 management units for each flat
Flat C on the 25th Floor of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>
Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary work on the Village	Management Units
Flat D on the 25th Floor of Block 2	6/250,000th shares for each flat	6 shares for each flat	6 management units for each flat
Flats A and B on the 26th to 27th Floors of Block 2	9/250,000th shares for each flat	9 shares for each flat	9 management units for each flat
Flat C on the 26th to 27th Floors of Block 2	7/250,000th shares for each flat	7 shares for each flat	7 management units for each flat
Flat D on the 26th to 27th Floors of Block 2	6/250,000th shares for each flat	6 shares for each flat	6 management units for each flat
Duplex Flat A on the 28th to 29th Floors together with flat roofs on 28th, 29th Floor and Roof Floor of Block 2	14/250,000th shares for each flat	14 shares for each flat	14 management units for each flat
Duplex Flat B on the 28th to 29th Floors together with flat roofs on 28th, 29th Floor and Roof Floor of Block 2	13/250,000th shares for each flat	13 shares for each flat	13 management units for each flat
Duplex Flat C on the 28th to 29th Floors together with flat roofs on 29th Floor and Roof Floor of Block 2	15/250,000th shares for each flat	15 shares for each flat	15 management units for each flat

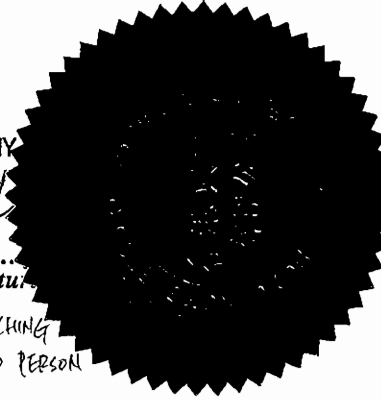
<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>
Units	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary work on the Village	Management Units
Duplex Flat D on the 28th to 29th Floors together with flat roofs on 29th Floor and Roof Floor of Block 2	15/250,000th shares for each flat	15 shares for each flat	15 management units for each flat
Sub-total	810		
Grand Total	<u>1,569</u>		

SEALED with the Common Seal of)
the Registered Owner and SIGNED)
by Loretta P.C. Ho, Director)
and Ida Mak Sau Ching, its)
authorized person)
whose signature(s) is/are verified)
by:-)

For and on behalf of
HONG KONG RESORT COMPANY
香港興業有限公司

Loretta P.C. Ho
.....
Authorized Signature

HO PAK CHING LORETTA MAK SAU CHING
EXECUTIVE DIRECTOR AUTHORIZED PERSON



Wendy Chow
WENDY CHOW

Solicitor, Hong Kong SAR
Messrs. Slaughter and May

SIGNED SEALED AND DELIVERED)
by the First Purchaser in the)
presence of:-)

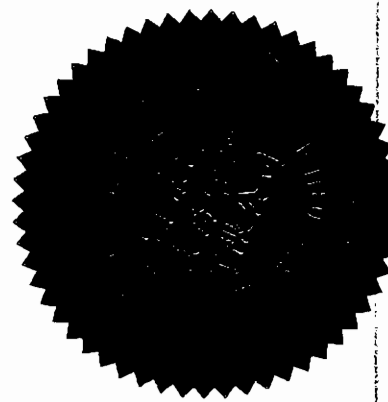
Ida Mak Sau Ching

Yuen Man Yee

YUEN MAN YEE
Clerk to Messrs. Slaughter and May
Solicitors, Hong Kong SAR

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

Chan Chi Ming
CHAN CHI MING
DIRECTOR

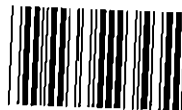


Wendy Chow
WENDY CHOW

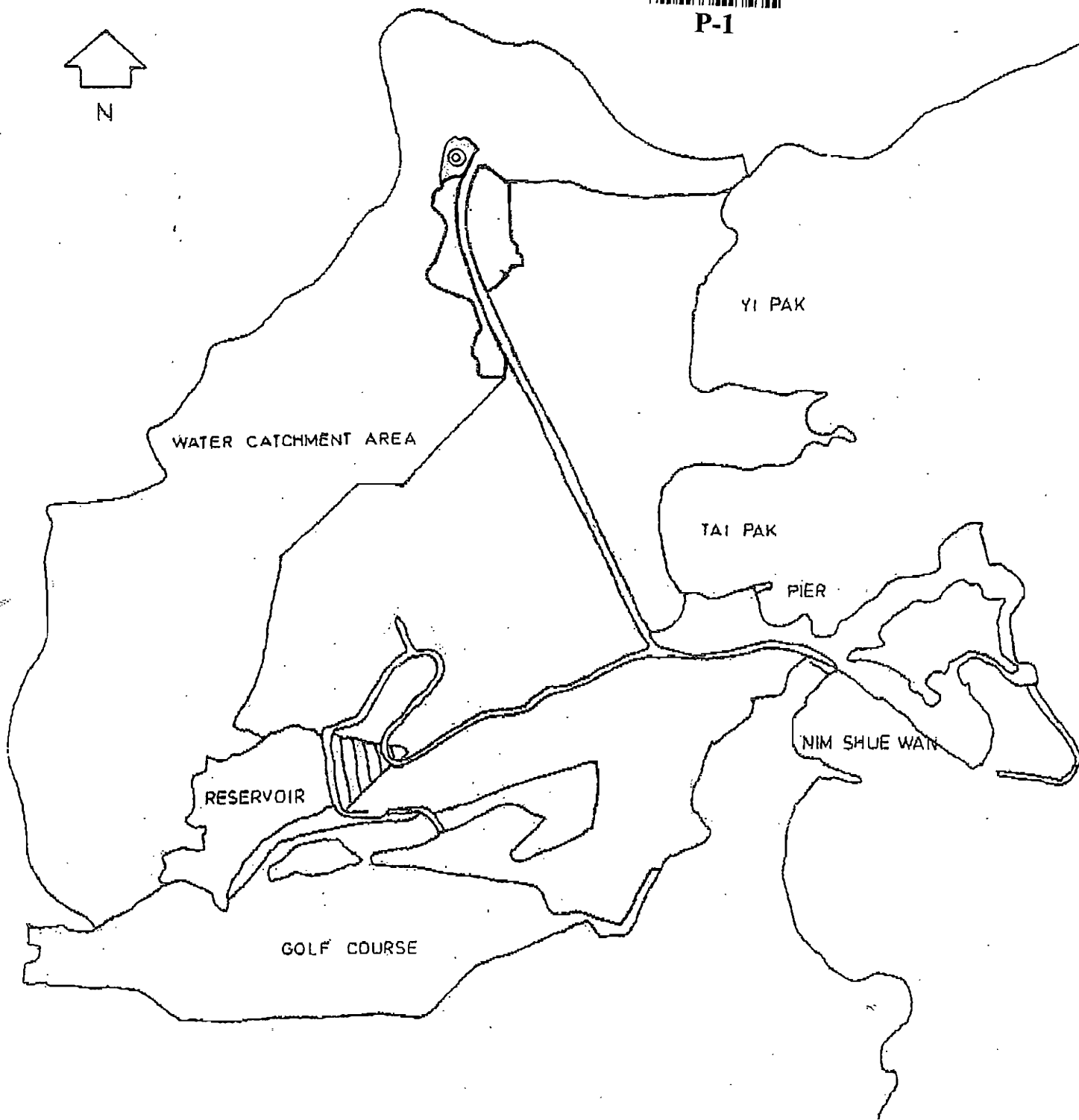
Solicitor, Hong Kong SAR
Messrs. Slaughter and May

I hereby verify the signature
of **YUEN MAN YEE**

La Che Yin Ian
LAU CHE YIN IAN
Solicitor, Hong Kong SAR
SLAUGHTER AND MAY



P-1



⊙ = ORANGE

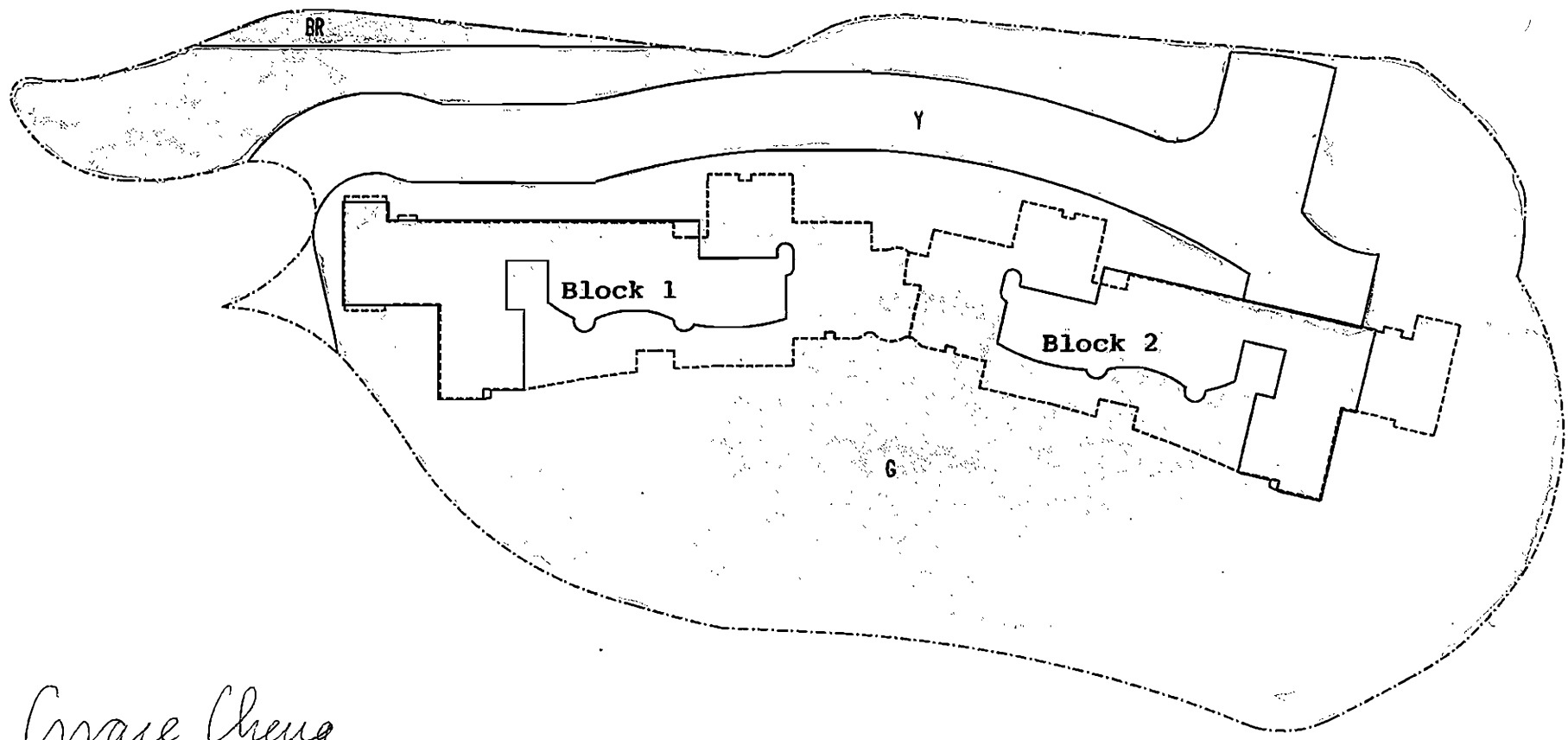
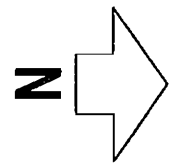
FOR IDENTIFICATION PURPOSES ONLY
SITE PLAN FOR SUB-DEED OF MUTUAL COVENANT
re NEO HORIZON, DISCOVERY BAY
R.P. OF LOT 385 IN D.D. 352 & EXTENSION(S)

Grace Cheng

Cheng Yan Ying, Grace
 Authorized Person



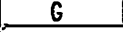
NOT TO SCALE

ISM/N 285848



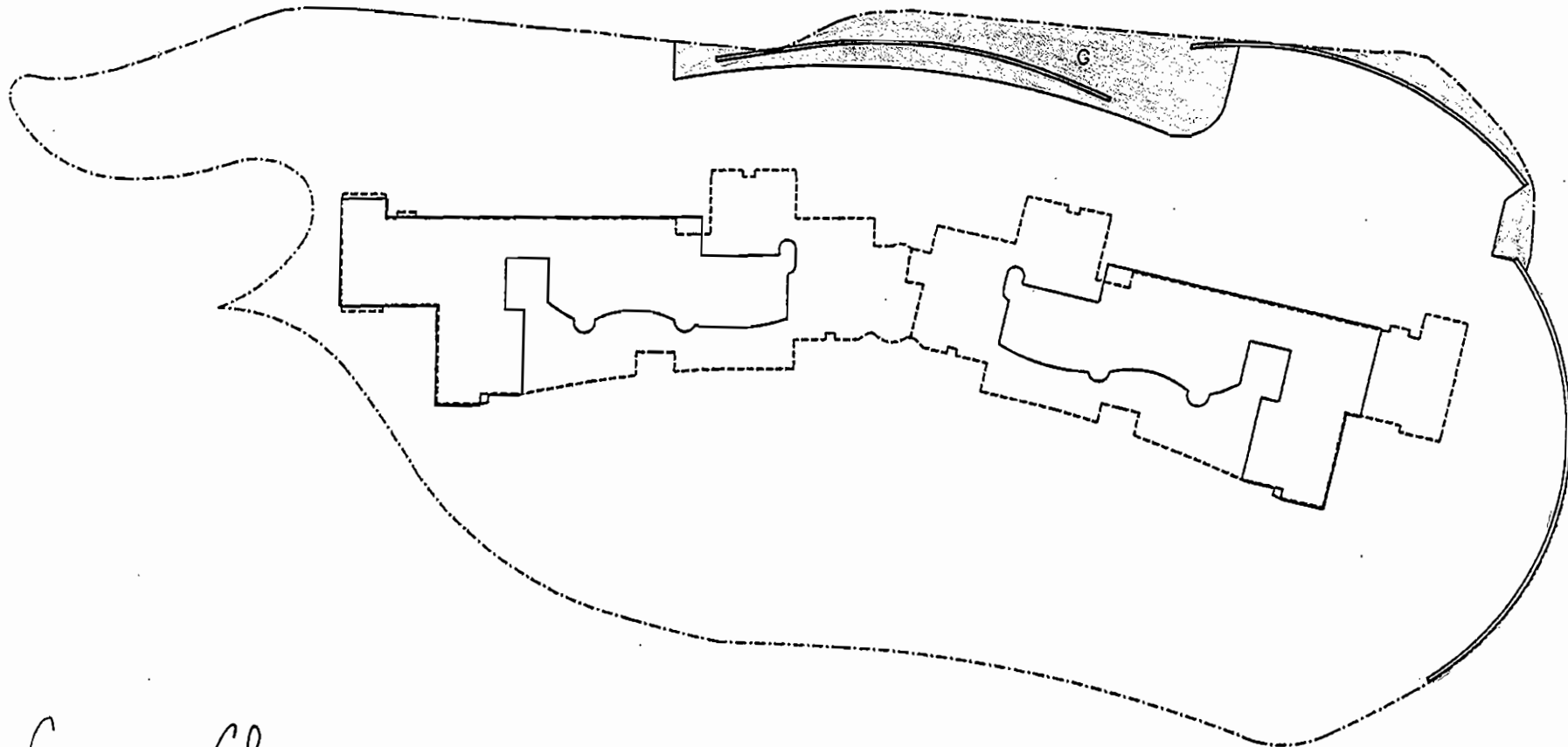
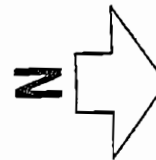
Grace Cheng
Cheng Yan Ying, Grace
Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

- LEGEND**
-  VILLAGE RETAINED AREA
 -  PASSAGEWAYS
 -  VILLAGE COMMON AREAS

VILLAGE PLAN FOR SUB-DEED OF MUTUAL COVENANT
RE NEO HORIZON, DISCOVERY BAY
R.P. OF LOT 385 IN D.D.352 & EXTENSION

IS M/28 281848



Grace Cheng

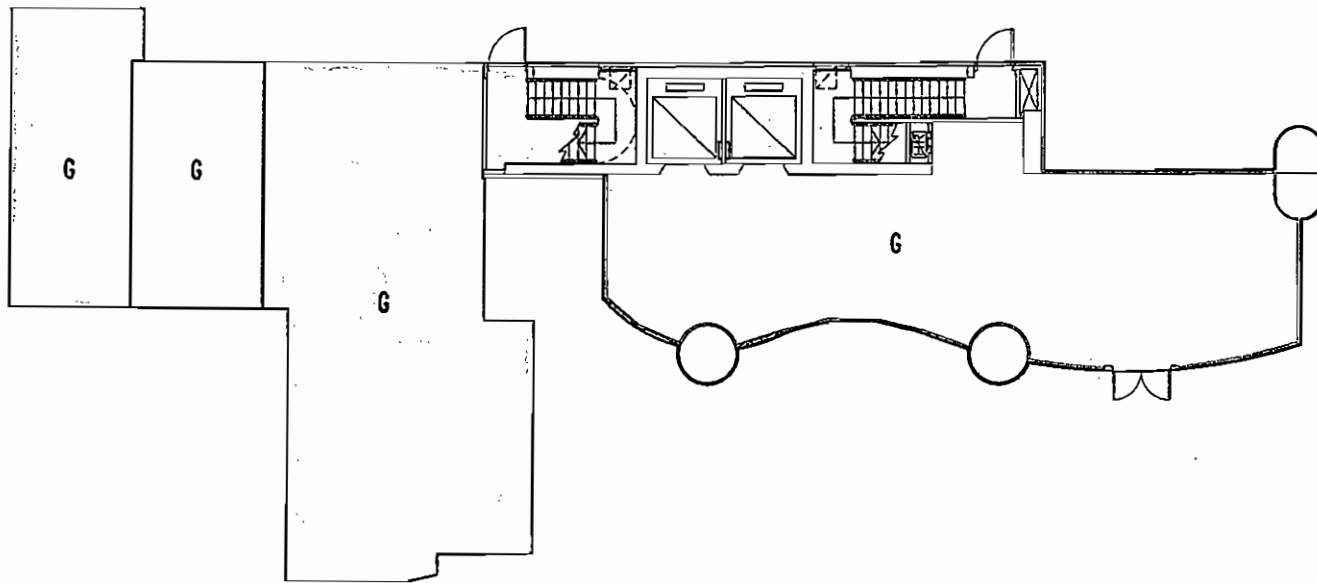
Cheng Yan Ying, Grace
Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

LEGEND
[G] SLOPE AND RETAINING WALL AREA

VILLAGE PLAN FOR SUB-DEED OF MUTUAL COVENANT
RE NEO HORIZON, DISCOVERY BAY
R.P. OF LOT 385 IN D.D.352 & EXTENSION

Is M/N 285848



GROUND FLOOR PLAN (BLOCK 1)

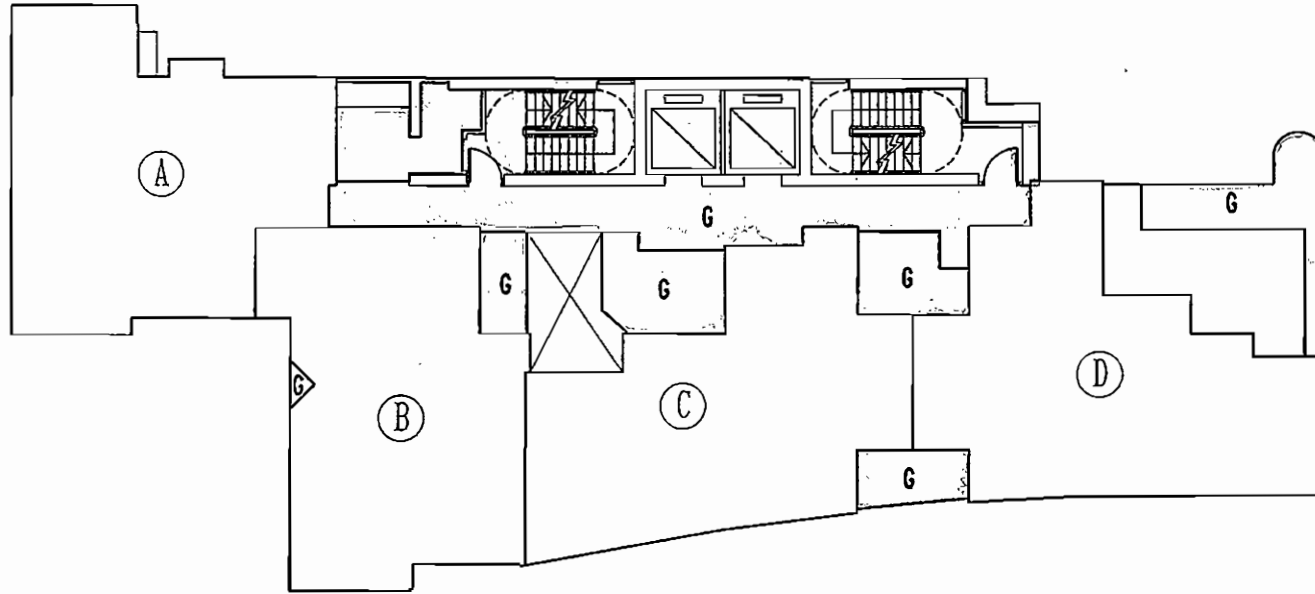
Grace Cheng
Cheng Yan Ying, Grace
Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS M/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



3RD FLOOR PLAN (BLOCK 1)

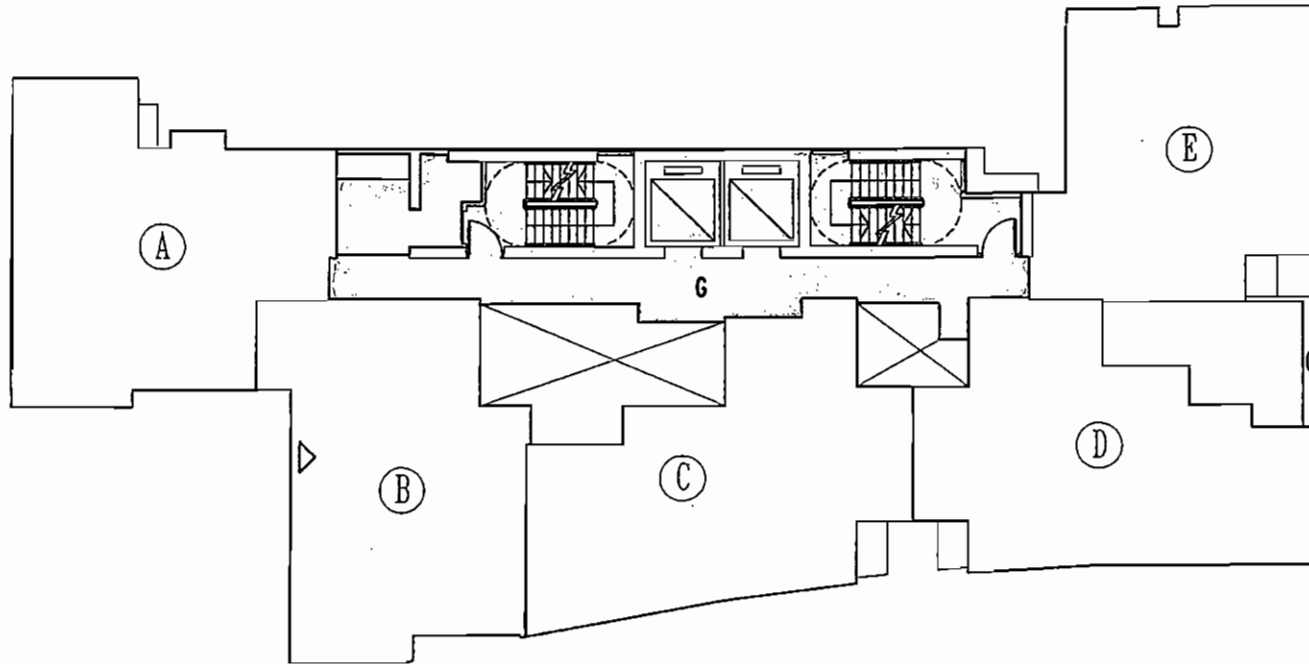
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

IS M/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



5TH TO 6TH FLOOR PLAN (BLOCK 1)

Grace Cheng

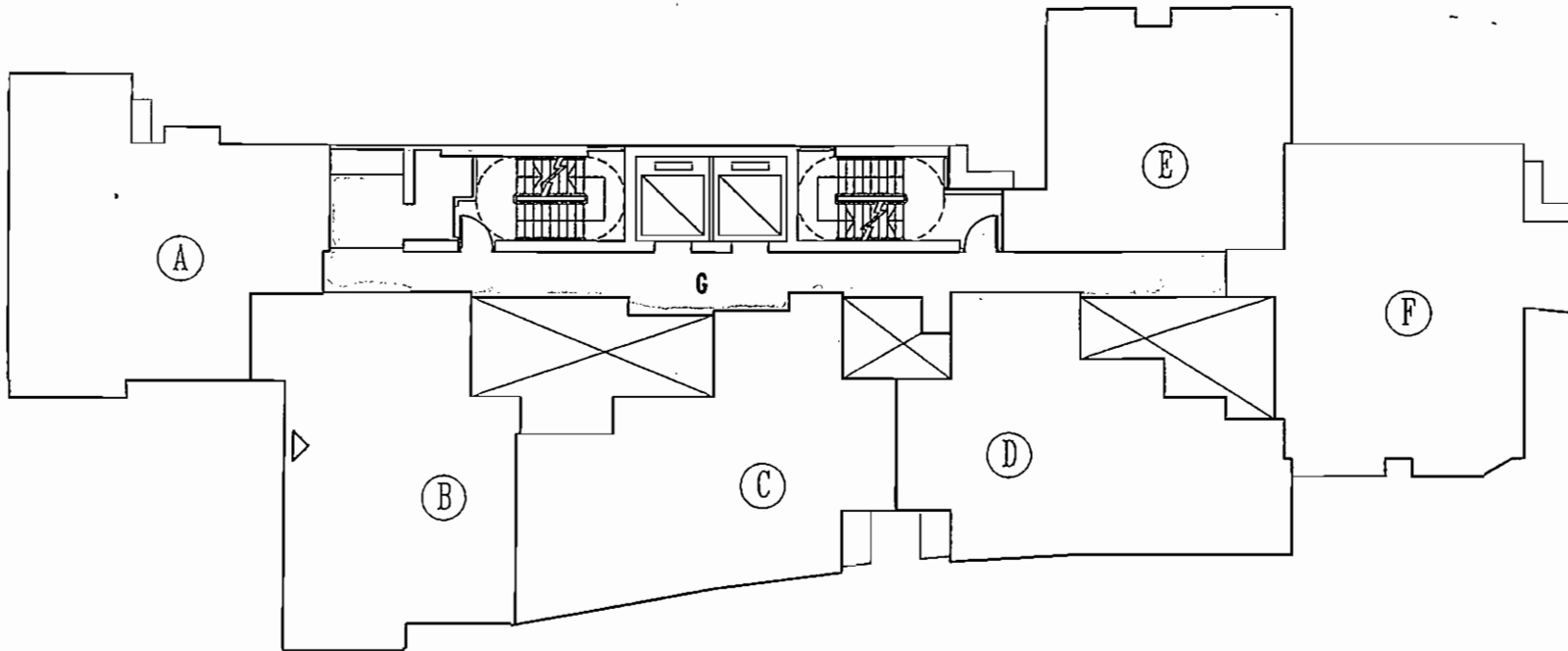
Cheng Yan Ying, Grace
Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS M/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



7TH TO 10TH FLOOR PLAN (BLOCK 1)

Grace Cheng

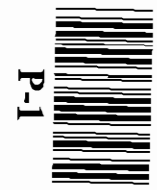
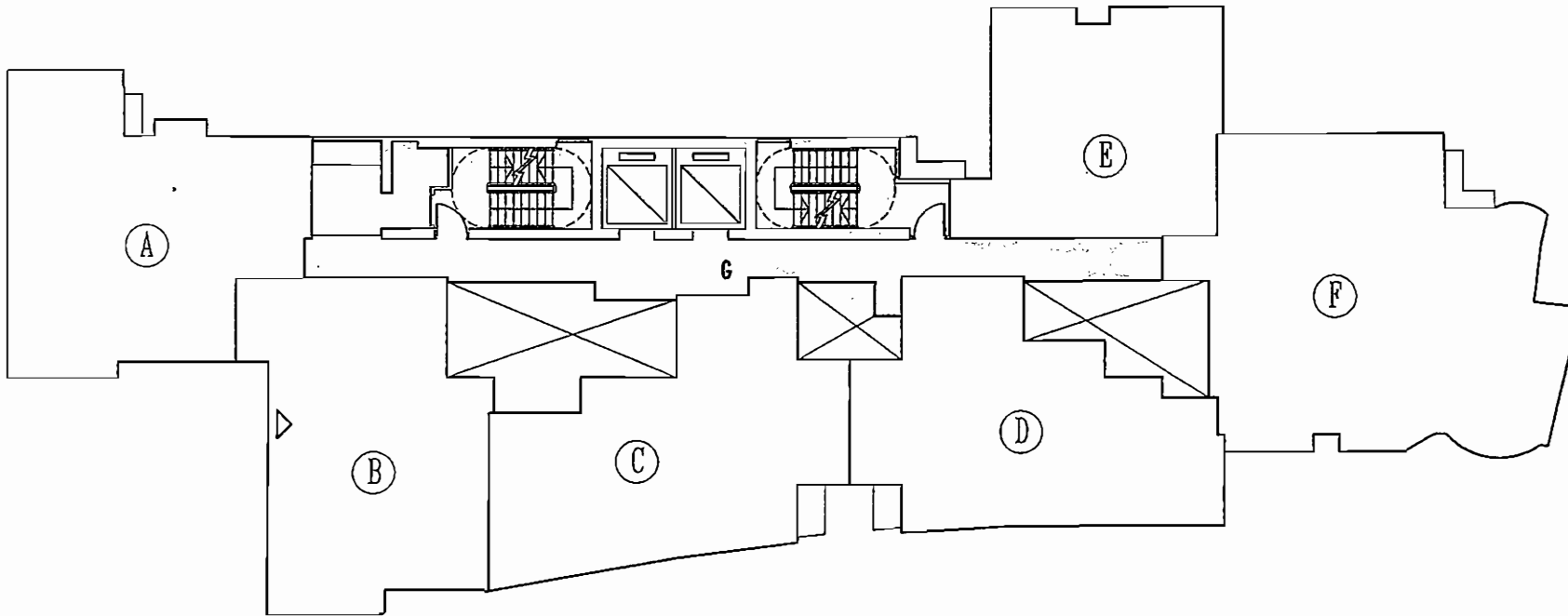
Cheng Yan Ying, Grace
Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS M/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



11TH TO 17TH FLOOR PLAN (BLOCK 1)
 (13TH & 14TH FLOORS OMITTED)

Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

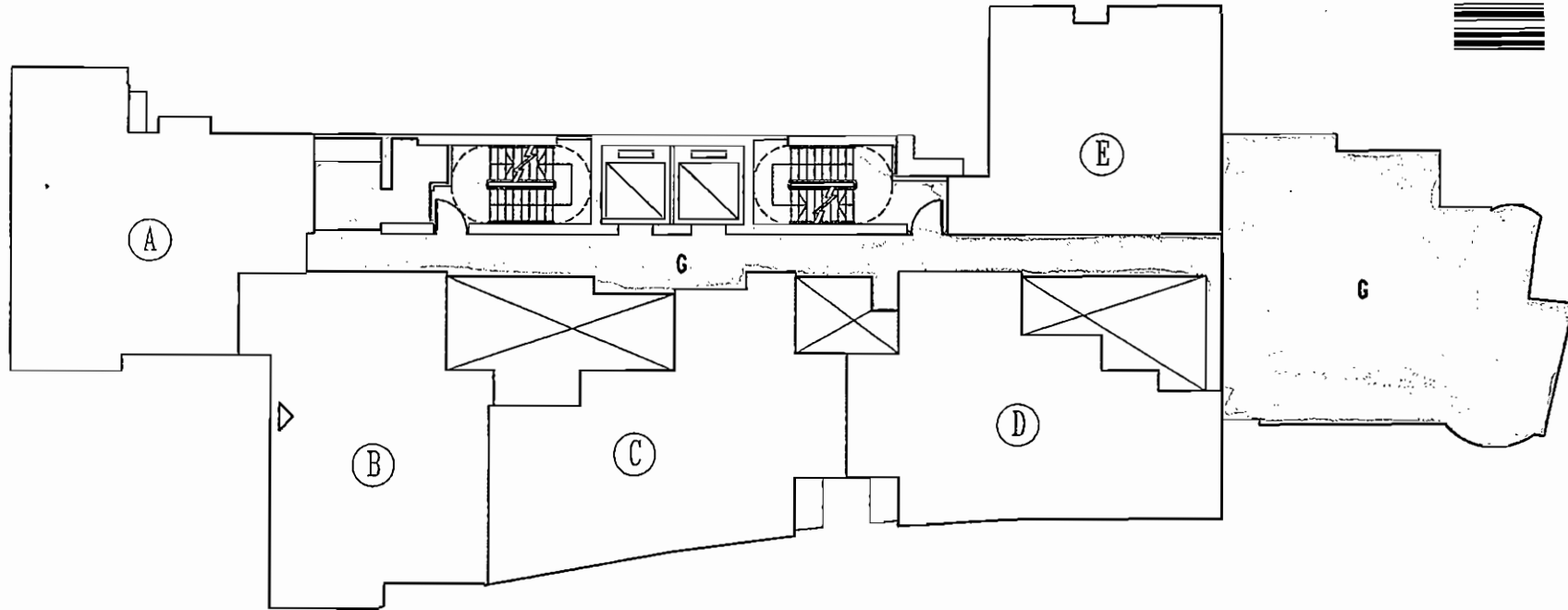
FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

IS M/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.

P-1



18TH FLOOR PLAN (BLOCK 1)

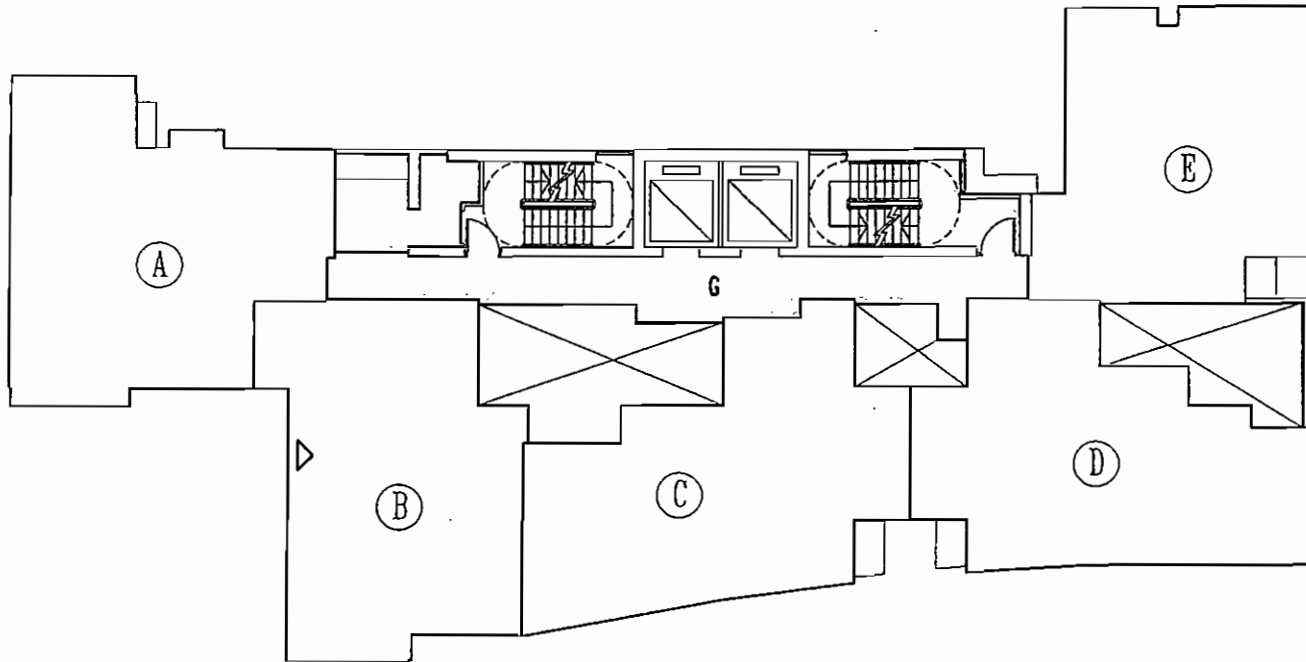
Grace Cheng
Cheng Yan Ying, Grace
Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS M/P 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



19TH TO 22ND FLOOR PLAN (BLOCK 1)

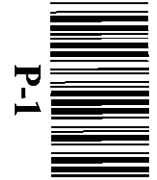
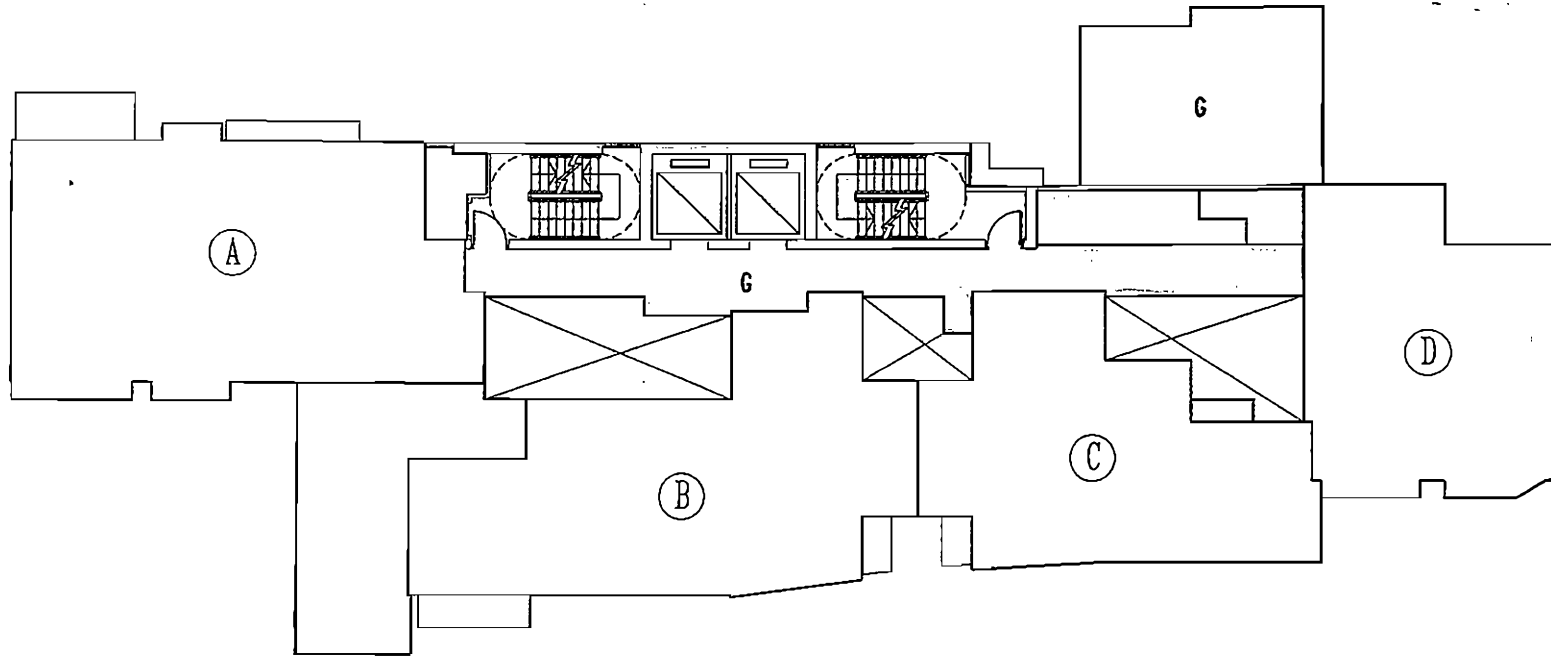
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

IS M/N 287848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



23RD FLOOR PLAN (BLOCK 1)

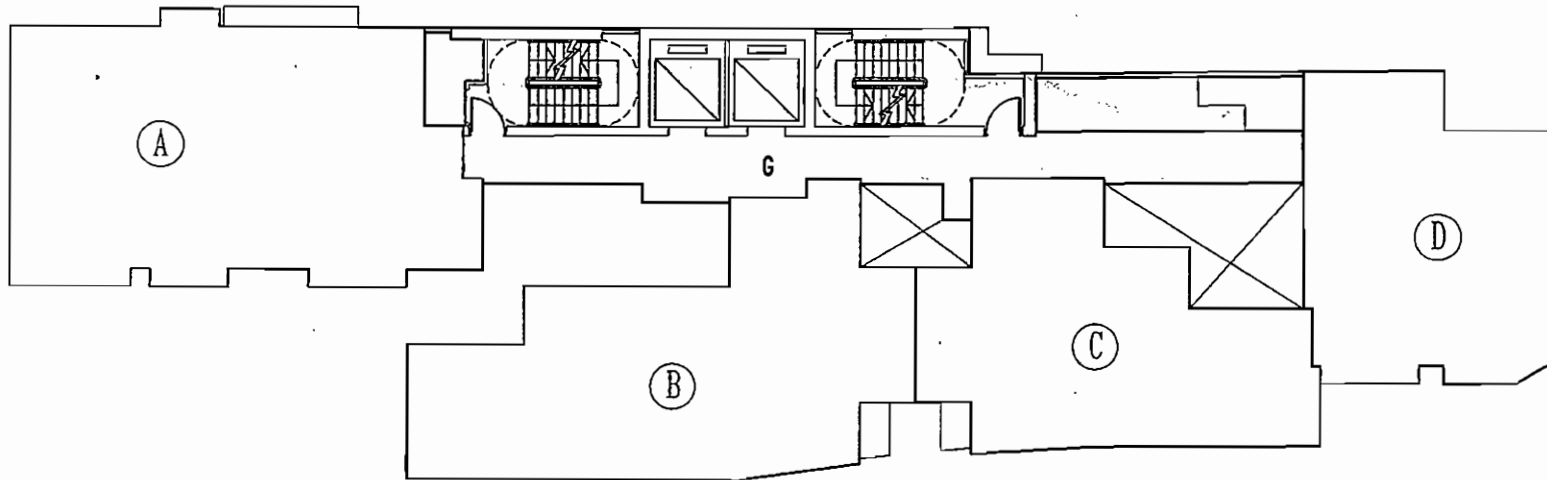
FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS M/n 285848

Grace Cheng
Cheng Yan Ying, Grace
Authorized Person

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



25TH FLOOR PLAN (BLOCK 1)

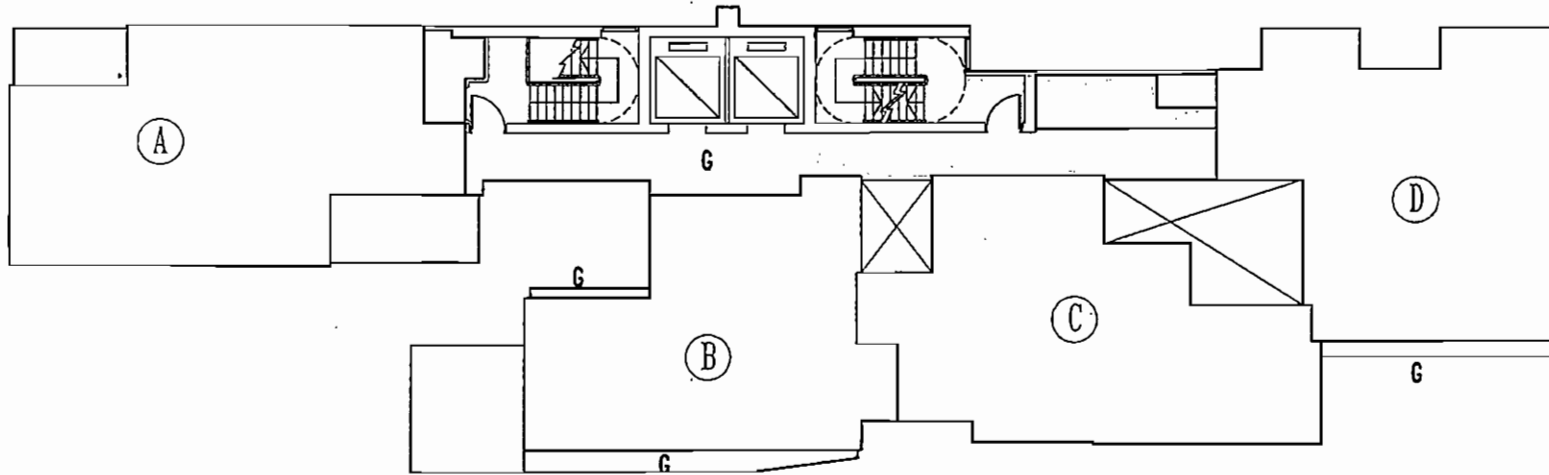
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

IS M/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



26TH FLOOR PLAN (BLOCK 1)

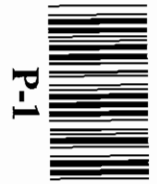
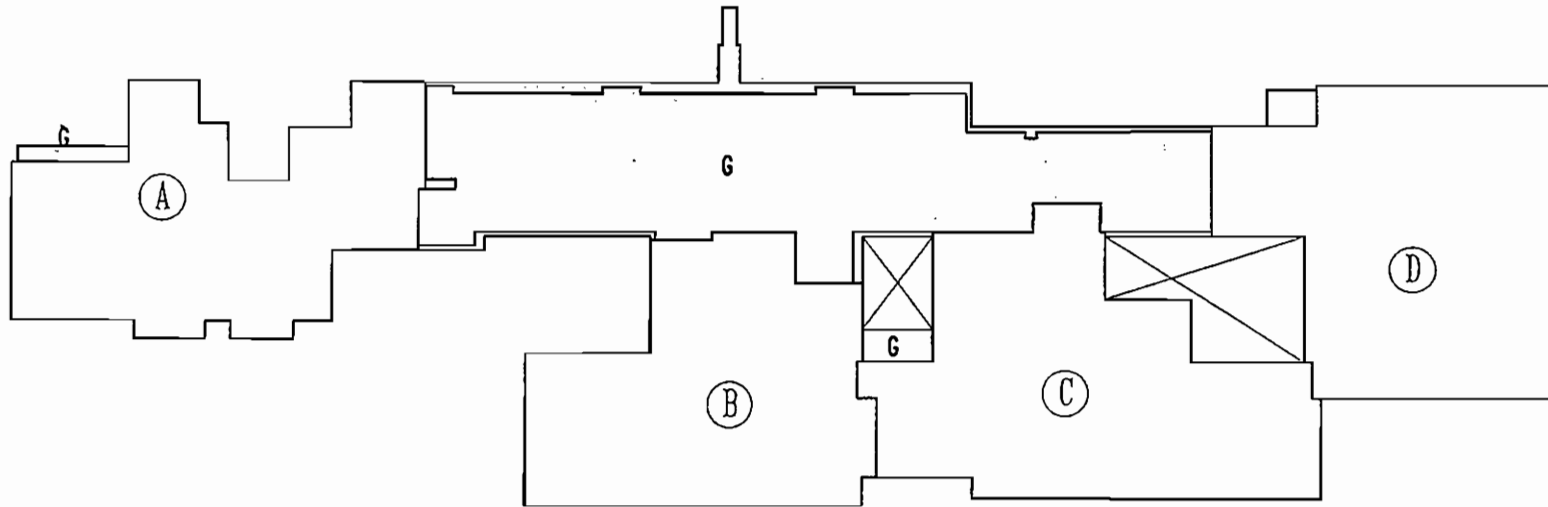
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

IS M/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



27TH FLOOR PLAN (BLOCK 1)

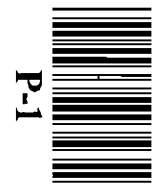
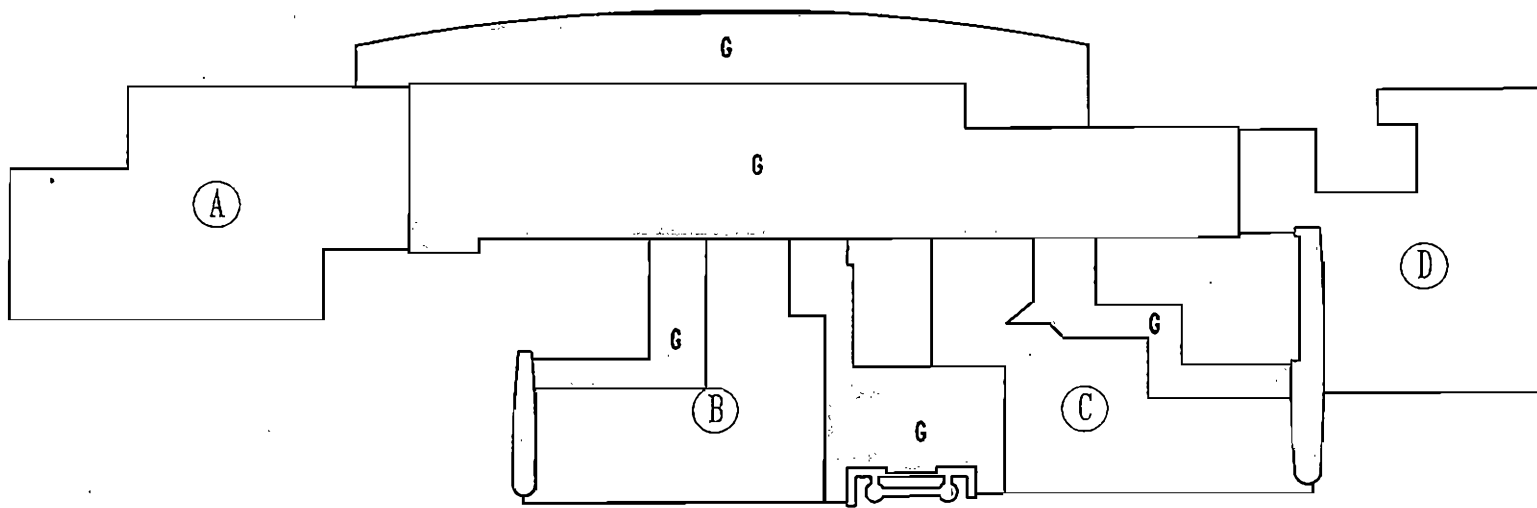
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

IS M/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



ROOF PLAN (BLOCK 1)

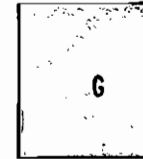
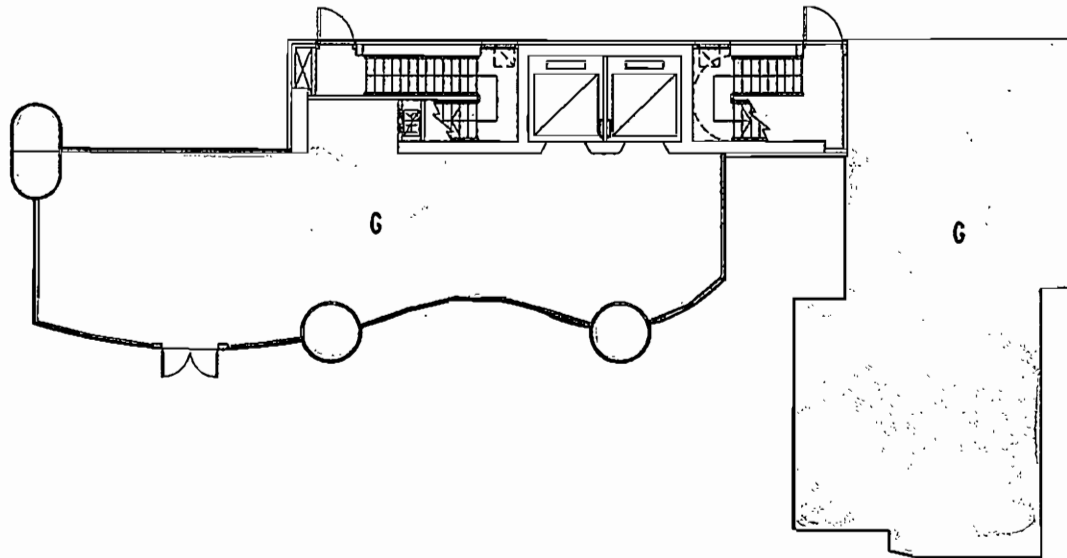
FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS M/N 285848

Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



GROUND FLOOR PLAN (BLOCK 2)

Grace Cheng

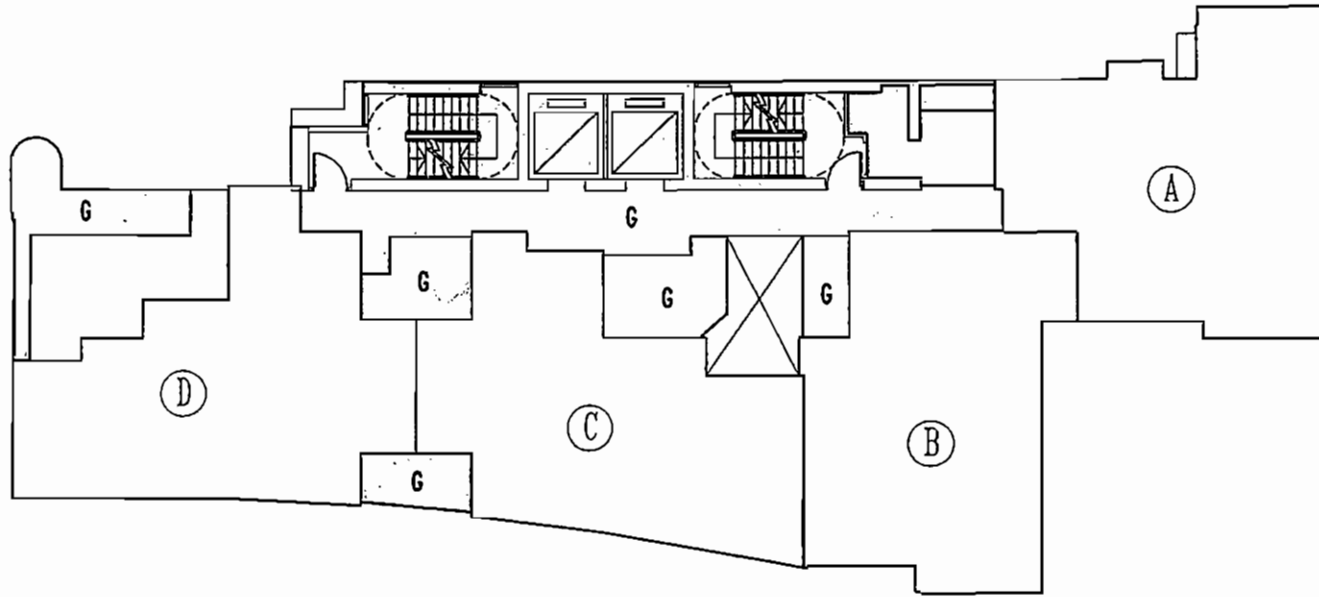
Cheng Yan Ying, Grace
Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

ISM/W 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



3RD FLOOR PLAN (BLOCK 2)

Grace Cheng

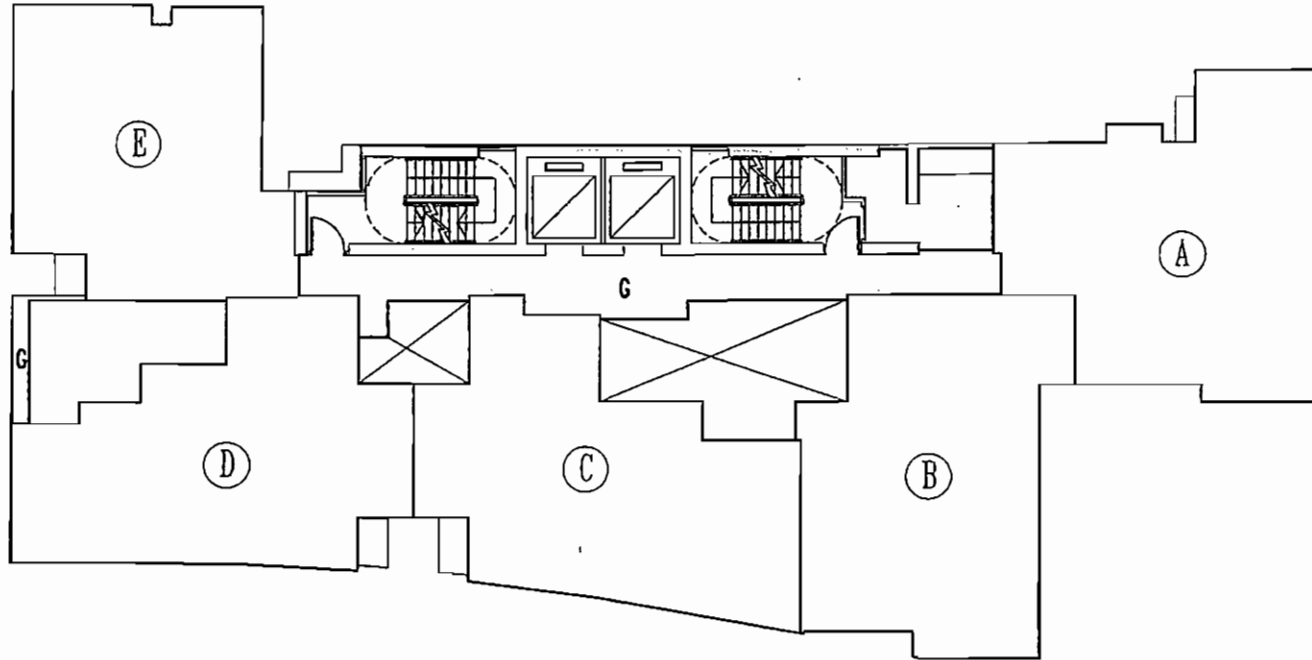
Cheng Yan Ying, Grace
Authorized Person

**FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE**

ISM/N 285848

G VILLAGE COMMON AREAS

**NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.**



5TH TO 6TH FLOOR PLAN (BLOCK 2)

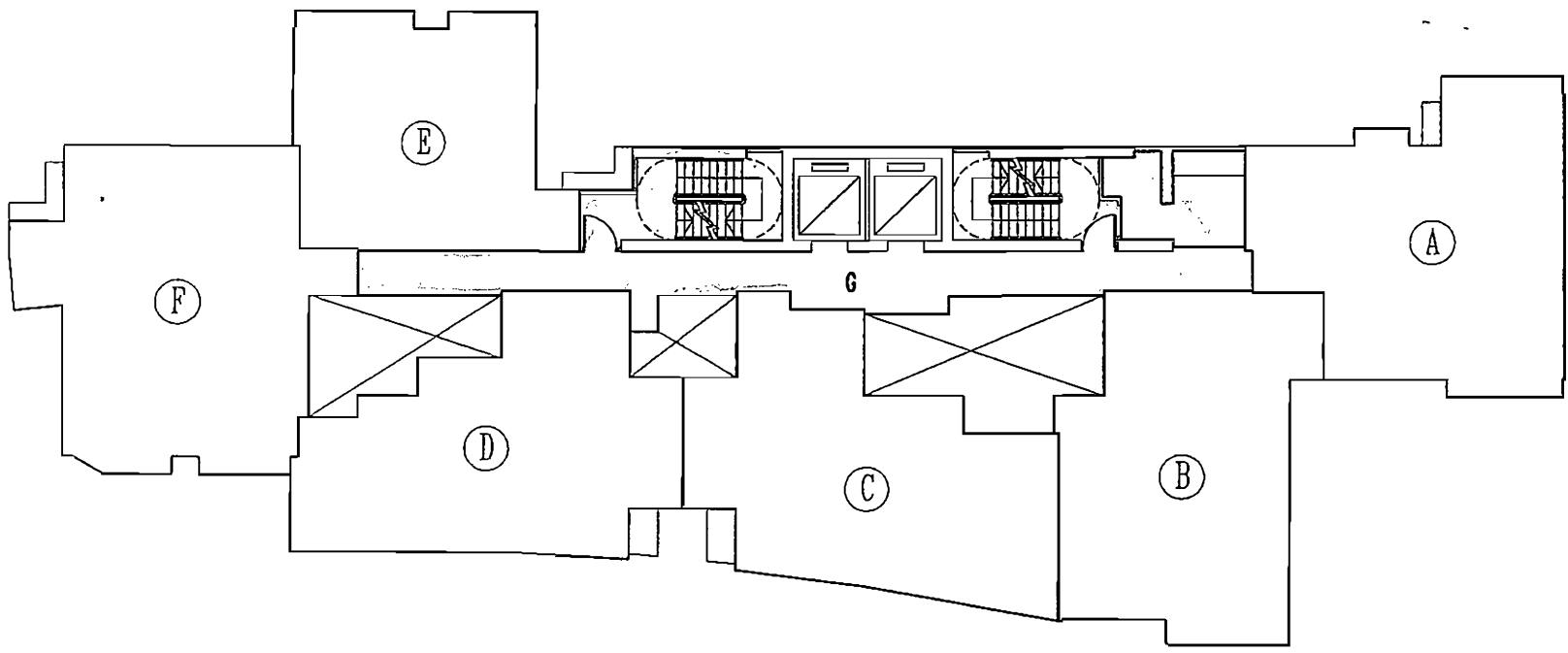
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

ISM/K 285848

G VILLAGE COMMON AREAS

**NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.**



7TH TO 10TH FLOOR PLAN (BLOCK 2)

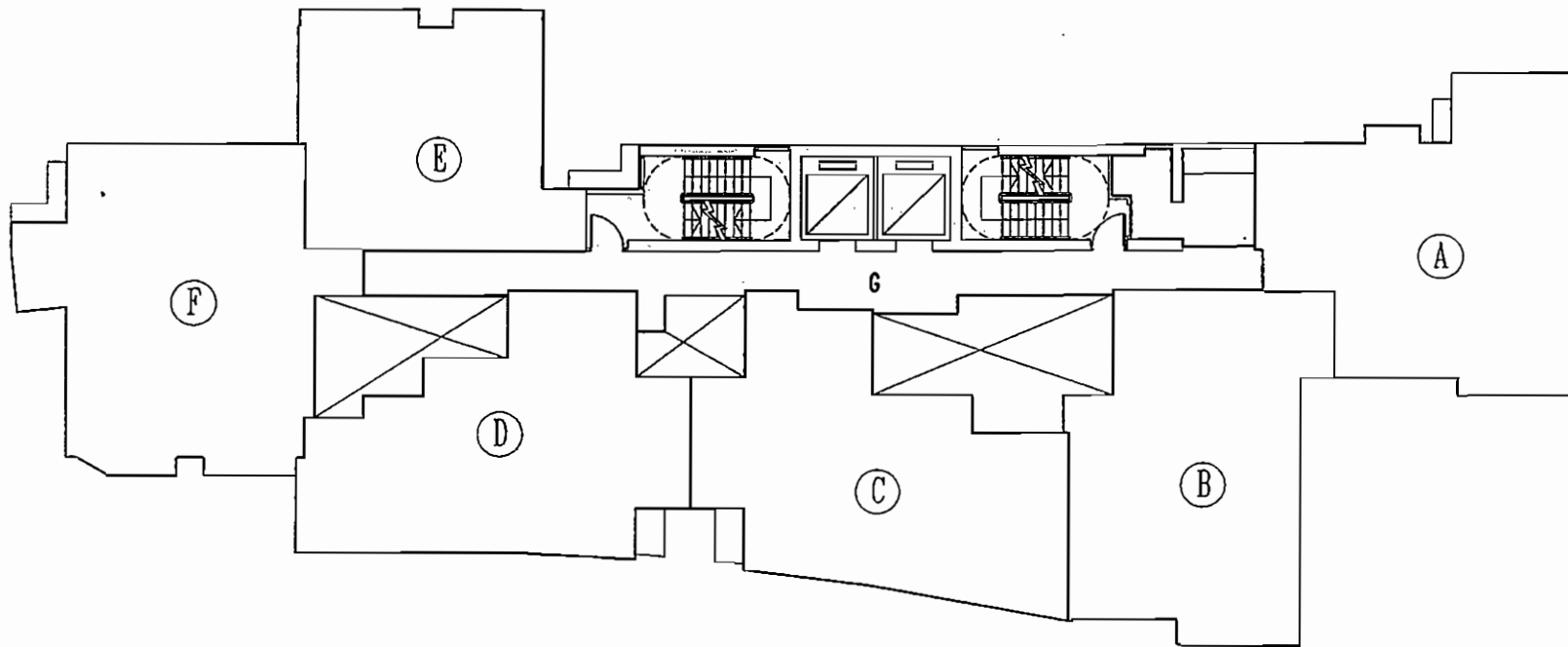
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

IS M/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



11TH TO 17TH FLOOR PLAN (BLOCK 2)
(13TH & 14TH FLOORS OMITTED)

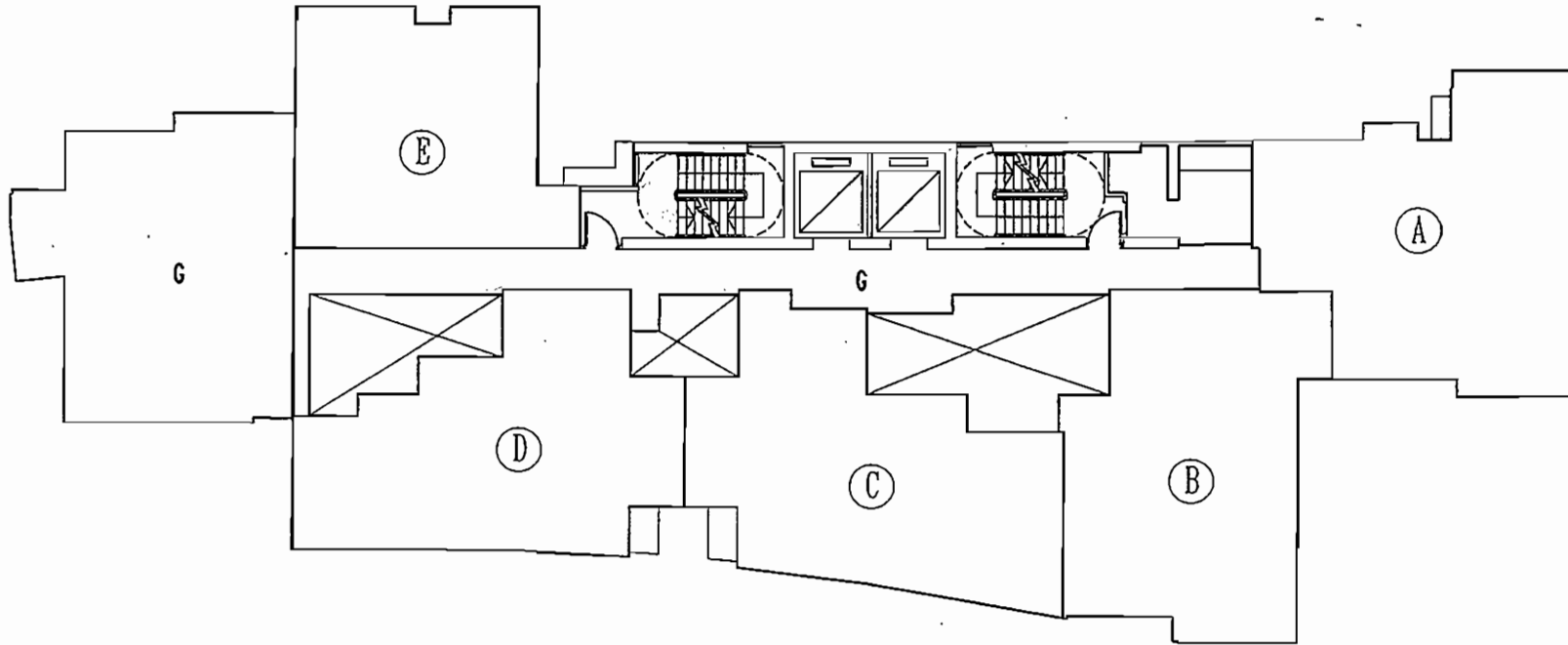
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS M/W 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



18TH FLOOR PLAN (BLOCK 2)

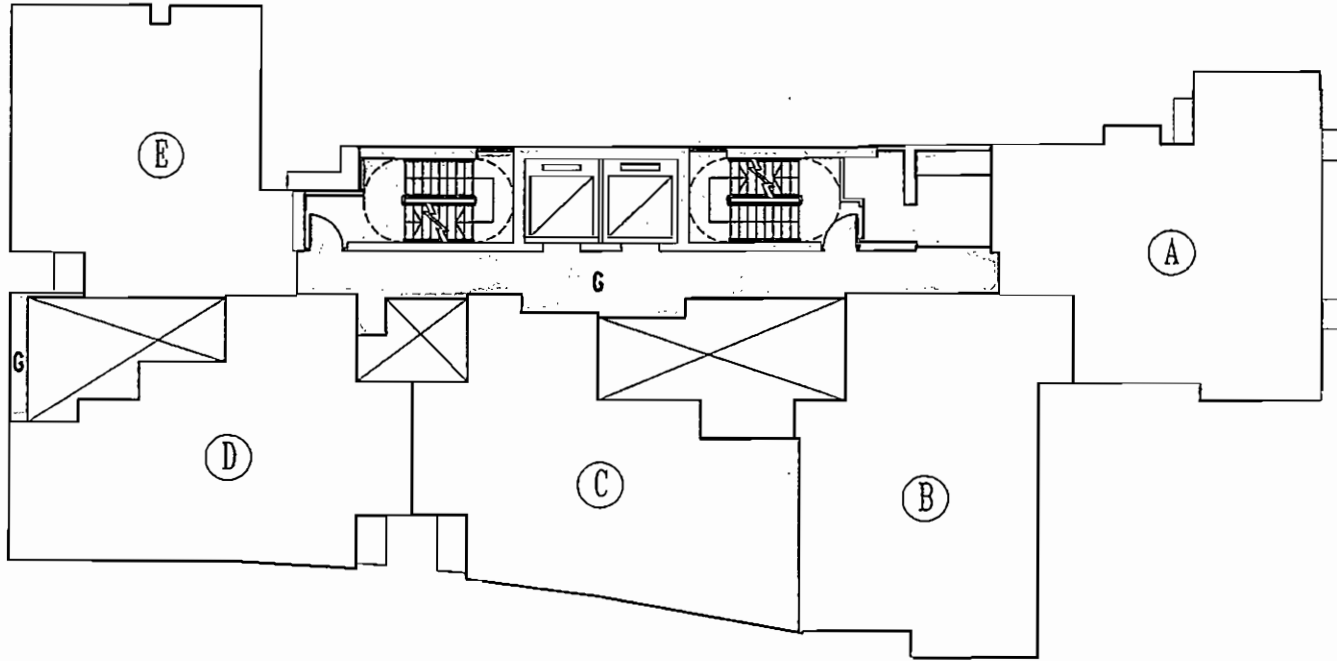
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

ISM/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



19TH TO 22ND FLOOR PLAN (BLOCK 2)

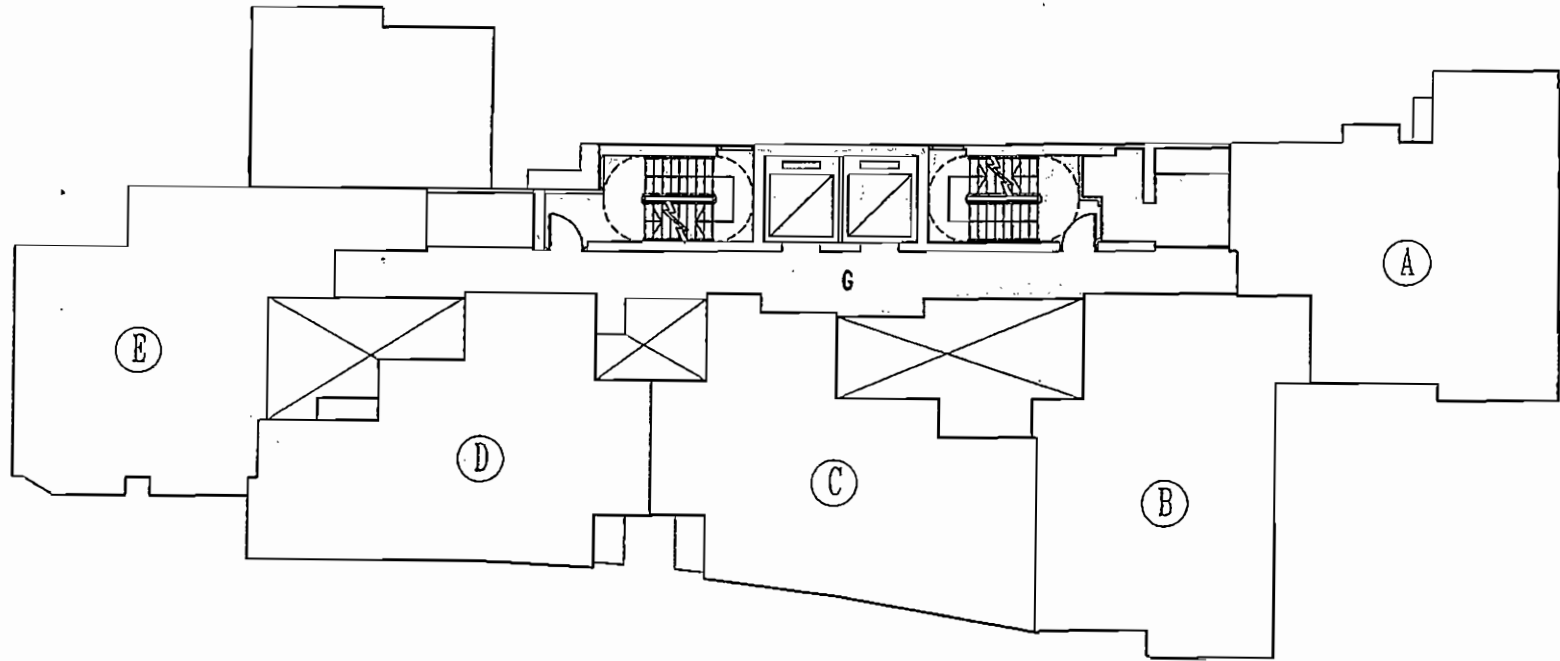
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

IS M/N 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



23RD FLOOR PLAN (BLOCK 2)

Grace Cheng

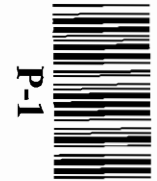
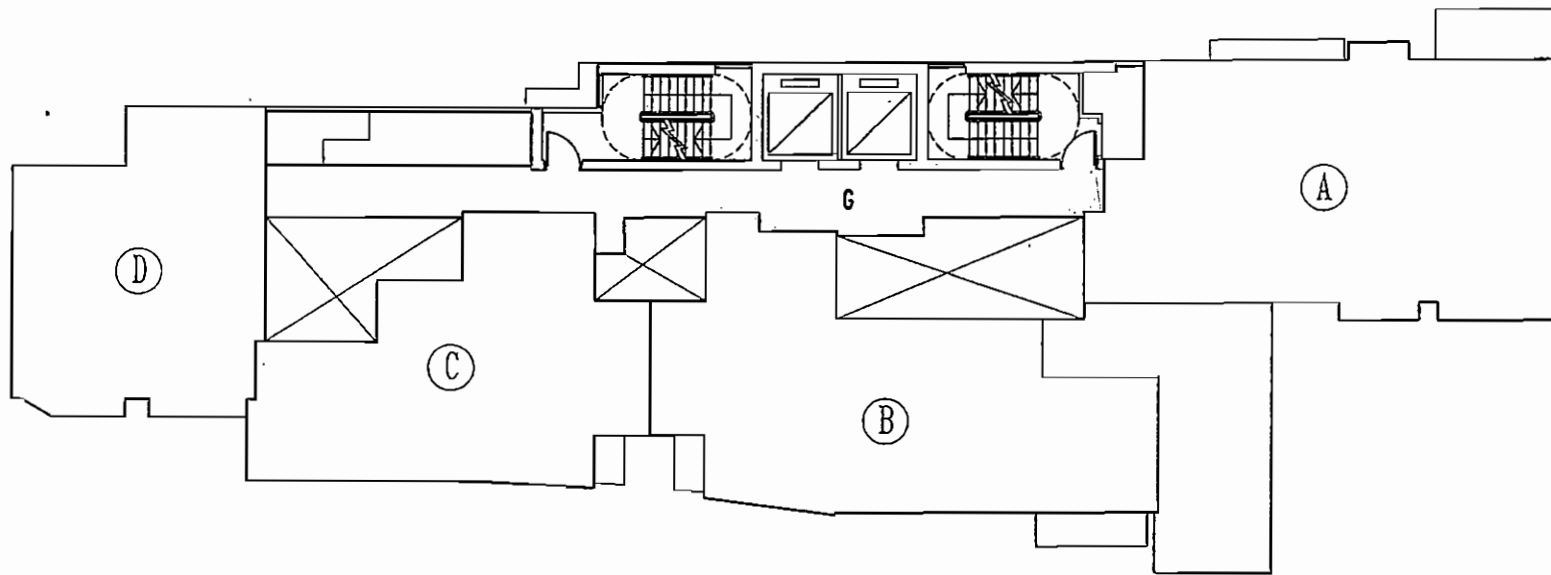
Cheng Yan Ying, Grace
Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS.M/P 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



25TH FLOOR PLAN (BLOCK 2)

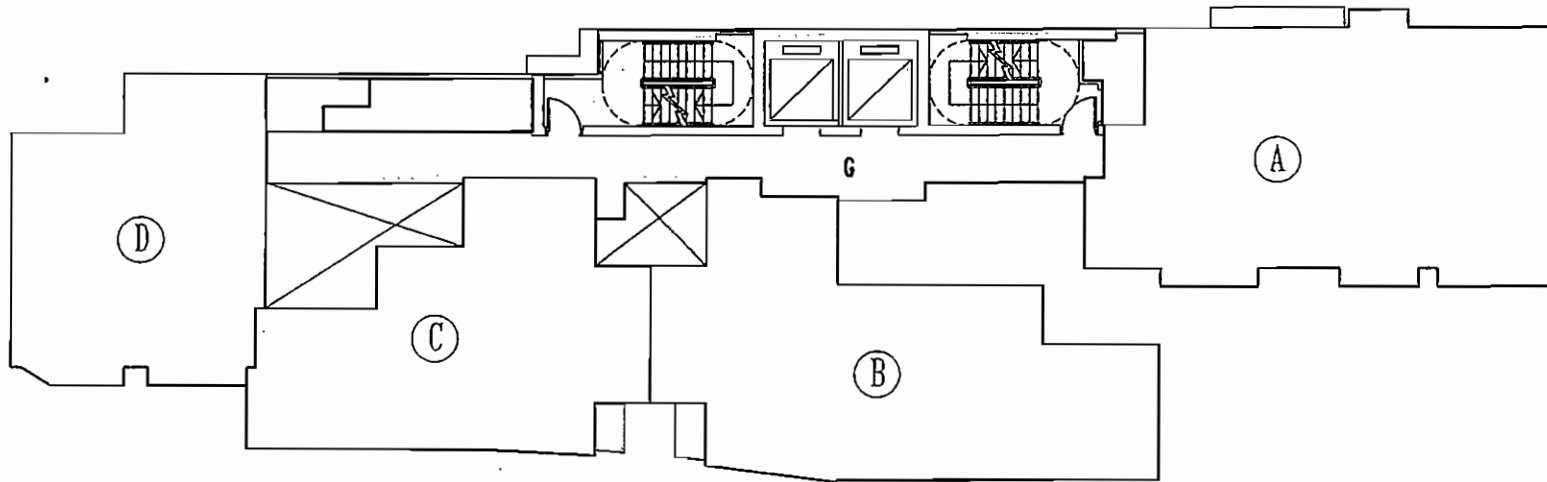
FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS M/2285848

Grace Cheng
Cheng Yan Ying, Grace
Authorized Person

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



26TH FLOOR PLAN (BLOCK 2)

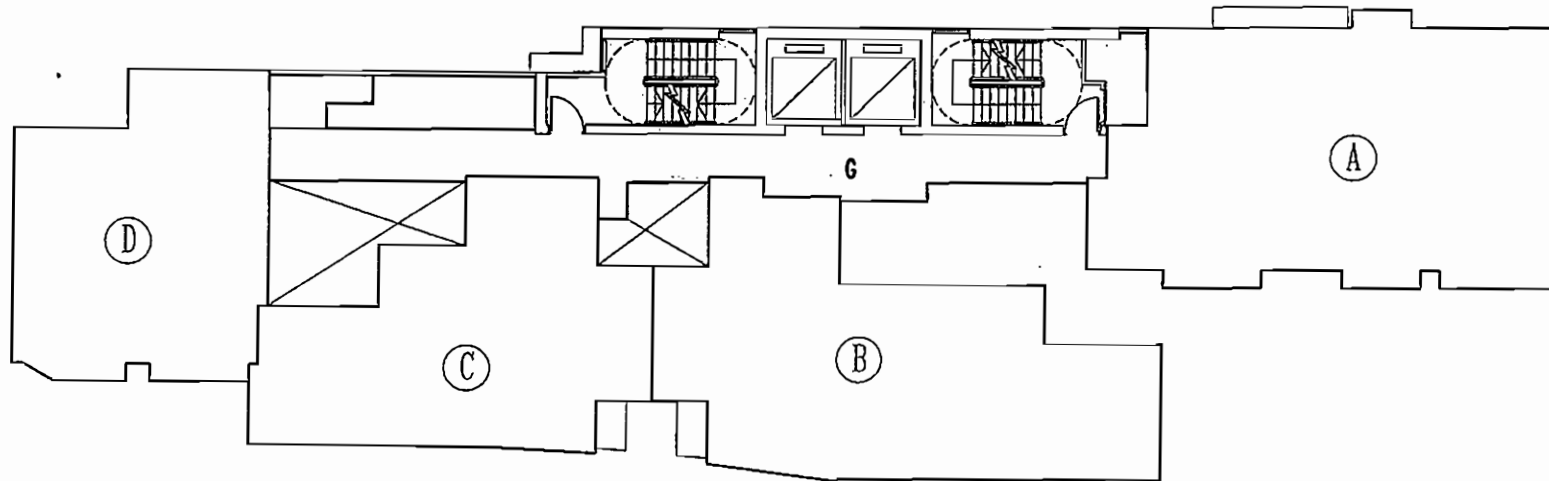
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

IS M/P 281848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



27TH FLOOR PLAN (BLOCK 2)

Grace Cheng

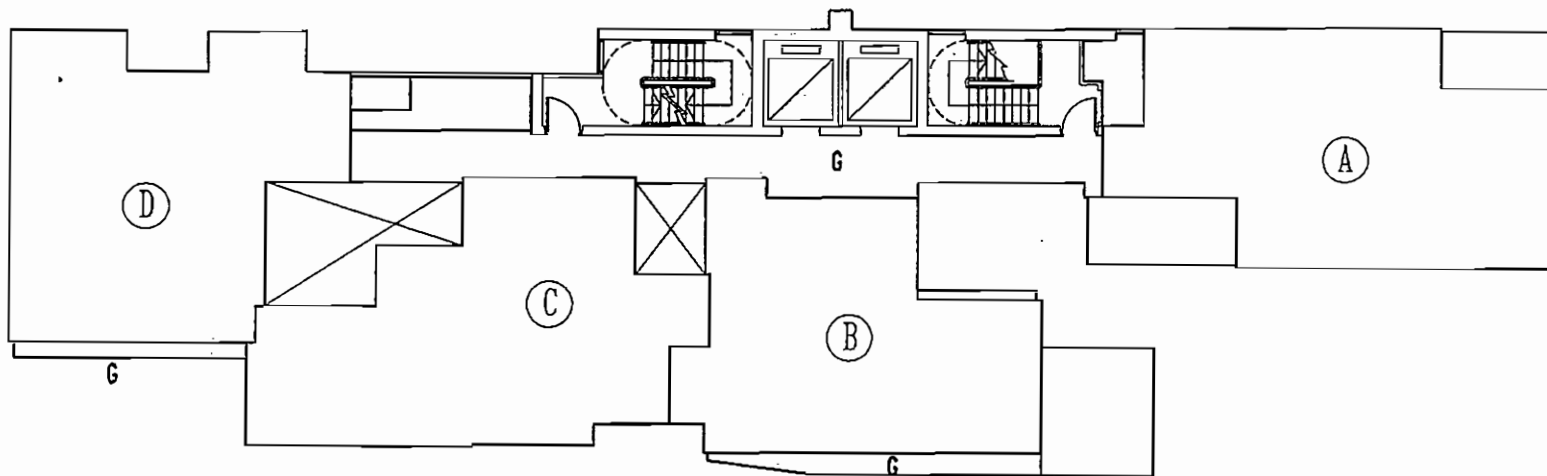
Cheng Yan Ying, Grace
Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS M/W 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



28TH FLOOR PLAN (BLOCK 2)

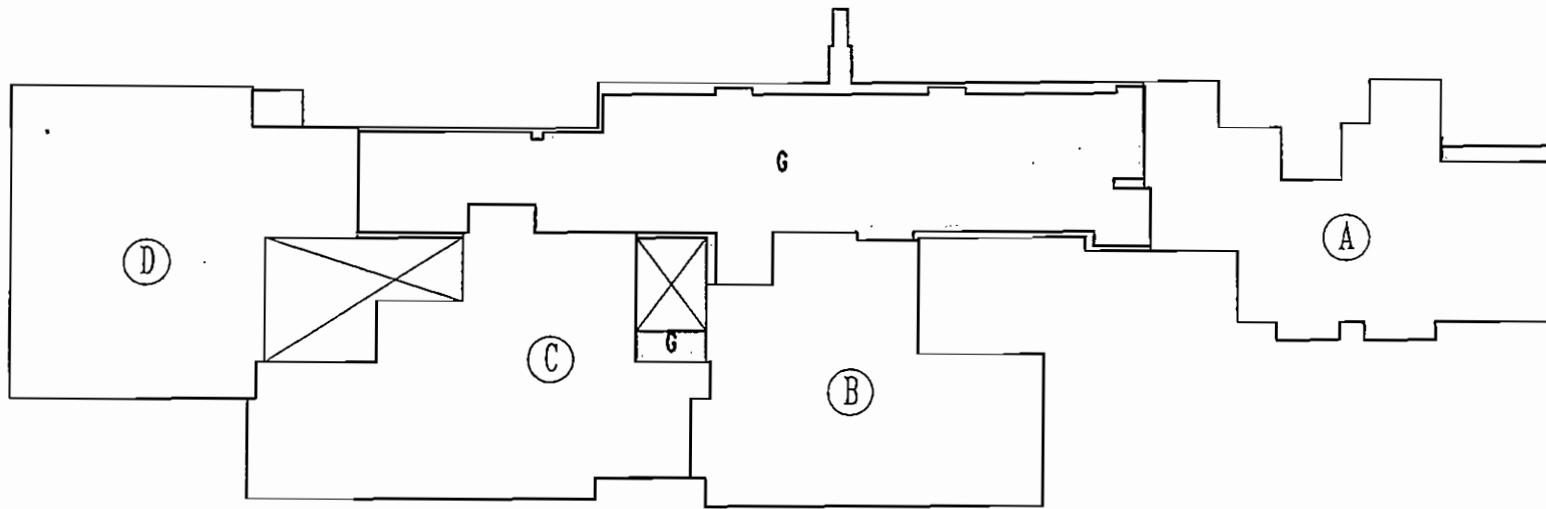
Grace Cheng
 Cheng Yan Ying, Grace
 Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
 NOT TO SCALE

IS MP 287848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
 R.P. OF LOT 385 IN D.D.352 & EXT.



29TH FLOOR PLAN (BLOCK 2)

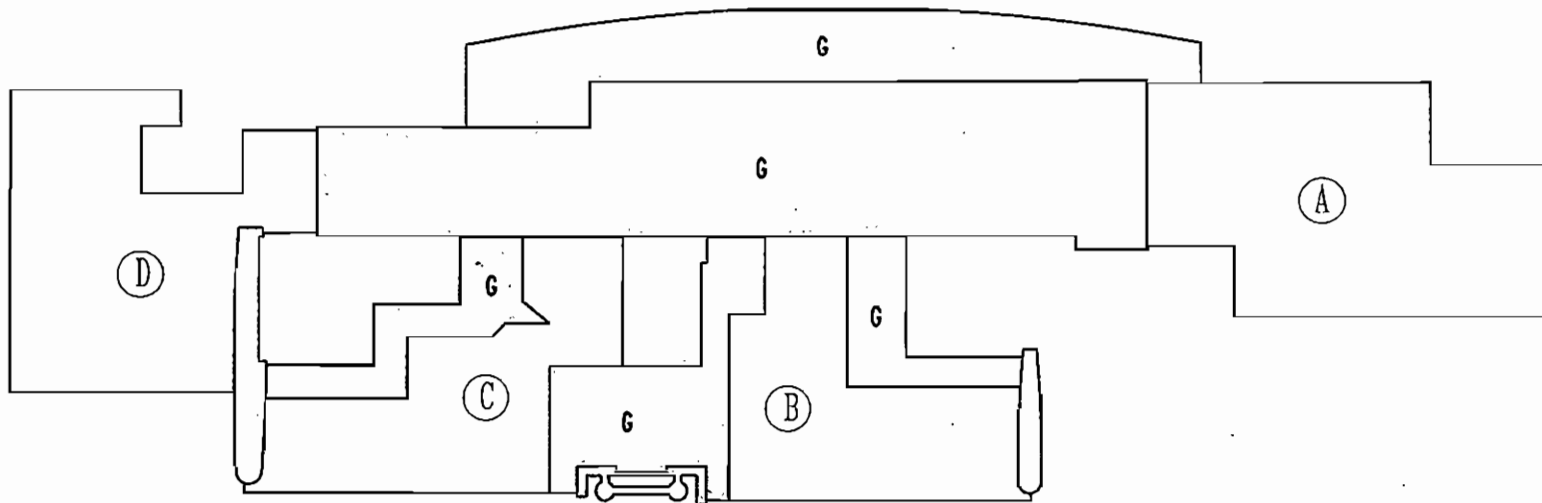
FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

ISM/n 285848

Grace Cheng
Cheng Yan Ying, Grace
Authorized Person

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.



ROOF PLAN (BLOCK 2)

Grace Cheng

Cheng Yan Ying, Grace
Authorized Person

FOR IDENTIFICATION PURPOSE ONLY
NOT TO SCALE

IS M/W 285848

G VILLAGE COMMON AREAS

NEO HORIZON, DISCOVERY BAY DEVELOPMENT IN AREA 7C
R.P. OF LOT 385 IN D.D.352 & EXT.