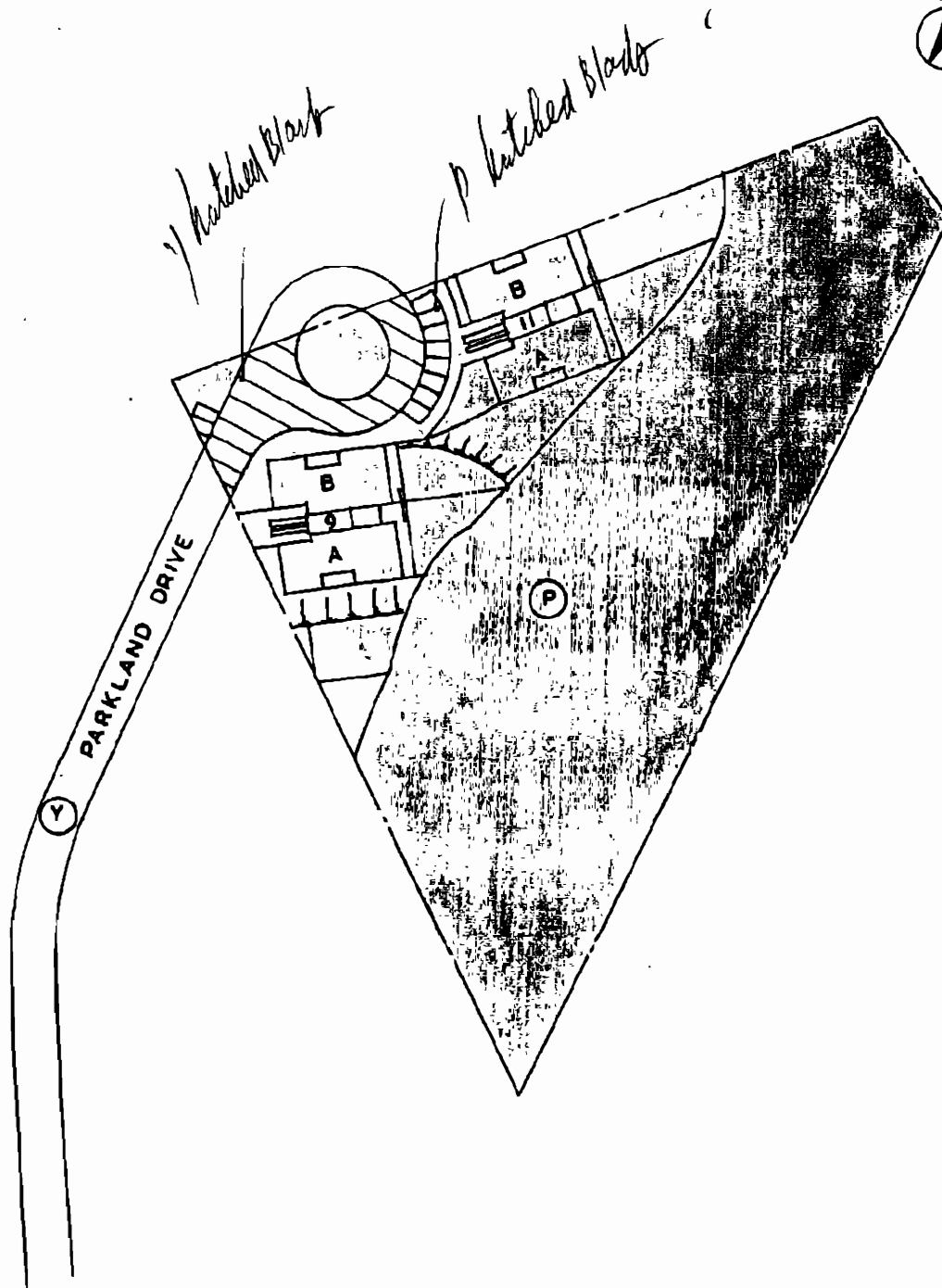


ZS 136801



- (Y) - YELLOW
- (P) - PINK

FOR IDENTIFICATION PURPOSES ONLY

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


GLENN K. L. LAU, R. I. B. A.
 AUTHORIZED PERSON-ARCHITECT

WONG TUNG & PARTNERS LTD.
 ARCHITECTS & PLANNERS
 207A ALBANY STREET, HONG KONG
 HONG KONG

Stamp Duty -- \$
Registration Fee \$ 30.8/ND240A

No. 136801

A MEMORIAL required to be registered in the Islands District Land Office New Territories, at Hong Kong according to the Land Registration Ordinance (Cap.128) and the New Territories Ordinance (Cap.97).

Name and object of Instrument.	Sub-Sub-Deed of Mutual Covenant (in duplicate) - a copy whereof is annexed hereto
Date of Instrument.	Dated the 4th day of November 1987
Names and additions of parties.	HONG KONG RESORT COMPANY LIMITED (香港興業有限公司) whose registered office is situate at 1st Floor, Commercial Centre, Discovery Bay, Lantau Island, Hong Kong "the Registered Owner"; CHUNG, CHI WAI (鍾志偉) Gentleman and CHAN, YUET CHING (陳月貞) Married Woman both of Flat F, No.11 Parkland Drive, Discovery Bay, Lantau Island, aforesaid "the First Purchaser" and DISCOVERY BAY SERVICES MANAGEMENT LIMITED whose registered office is situate at 1st Floor, Commercial Centre, Discovery Bay, Lantau Island, aforesaid "the Manager"
Description of land or premises affected and where situate.	247/250,000th parts or shares of and in The Remaining Portion of Lot No.385 in D.D.No.352 and the Extensions Thereto and 246/12,200th parts or shares of and in Headland Village (Nos.9 and 11 Parkland Drive, Headland Village, Discovery Bay City)
Consideration and to whom and how paid.	Nil
Particulars of incumbrances to which the premises are subject, and other special covenants or particulars mentioned in the Instrument.	Please see copy annexed hereto.
Name and additions of witnesses.	Please see copy annexed hereto
Signature of parties signing Memorial.	

I, Ivy S. C. Chan of Messrs. Woo, Kwan, Lee & Lo duly admitted and enrolled as a solicitor in Hong Kong, hereby certify that according to Section 7 of the Land Registration Ordinance (Cap.128) the foregoing Memorial contains a just and true account of the several particulars therein set forth.
Dated the 26 NOV 1987 day of NOV 19...


Solicitor,
Hong Kong.

Received at the Islands District Land Office New Territories at Hong Kong, and Registered by Memorial No. **136801** on **26 NOV 1987**


P. Land Officer, New Territories.

Vol. SDR90 Fol. al.
"A" Book Vol. Page

THIS SUB-SUB-DEED OF MUTUAL COVENANT is made the *4th* day of
November One thousand nine hundred and eighty-seven
BETWEEN :

HONG KONG RESORT COMPANY LIMITED (香港興業有限公司)
whose registered office is situate at 1st Floor,
Commercial Centre, Discovery Bay, Lantau Island, Hong Kong
("the Registered Owner")

CHUNG, CHI WAI (鍾志偉) Gentleman and CHAN, YUET
CHING (陳月貞) Married Woman both of Flat F, No.11
Parkland Drive, Discovery Bay, Lantau Island, aforesaid
("the First Purchaser" which expression shall where the
context so admits include his executors administrators and
assigns) and

DISCOVERY BAY SERVICES MANAGEMENT LIMITED whose registered
office is situate at 1st Floor, Commercial Centre,
Discovery Bay, Lantau Island, aforesaid ("the Manager").

W H E R E A S :

(1) This Deed is supplemental to the Deed of Mutual
Covenant registered in the District Land Office, Islands by
Memorial No.112018 ("the Principal Deed") and the Sub-Deed of
Mutual Covenant registered in the District Land Office, Islands
by Memorial No.112091 ("the Sub-Deed").

(2) Prior to the Assignment hereinafter mentioned the
Registered Owner was the registered owner and entitled to (inter
alia) All Those 247/250,000th undivided parts or shares of and
in All That piece or parcel of ground registered in the District
Land Office, Islands as The Remaining Portion of Lot No.385 in
D.D. No.352 and the Extensions Thereto ("the Lot") and All Those

246/12,200th parts or shares of and in the Headland Village Together with the sole and exclusive right and privilege to hold use occupy All That portion of the Village Retained Areas (as defined in the Sub-Deed) as shown coloured Pink and Yellow hatched Black on the Plan hereto annexed and the messuages erections and buildings thereon subject to and with the benefit of the Conditions (as defined in the Principal Deed) the Principal Deed and the Sub-Deed.

(3) The Registered Owner has developed the said Portion by erection thereon of 2 Blocks of five Storey-building now known as Nos.9 and 11 Parkland Drive.

(4) For the purpose of sale, the undivided shares referred to in recital (2) have been sub-allocated to the units of the Building in the manner set out in Section II hereof.

(5) By an Assignment dated the 4th day of November 1987 made between the Registered Owner of the first part New World Development Company Limited of the second part and the First Purchaser of the third part and registered in the District Land Office, Islands by Memorial No. 136800 in consideration therein expressed the Registered Owner assigned unto the First Purchaser All Those 12/250,000th undivided parts or shares of and in the Lot and All Those 12/12,200th undivided parts or shares of and in the Headland Village Together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat F on the Second Floor of No.11 Parkland Drive.

(6) The parties hereto have agreed to enter into this Sub-Sub-Deed to define their respective right interest and obligations of and in the Building and to make provision for maintenance and repair of the common parts thereof.

THIS DEED WITNESSETH as follows :-

SECTION I

DEFINITIONS

1. In this Deed except where the context otherwise requires :-

- "Building" means All Those messuages and buildings on the Land now known as Nos.9 and 11 Parkland Drive.
- "Building Common Areas" means and includes the entrance, hall, staircases, corridors, landings, passages and the exterior walls of the Building and the Roof as hereinafter defined.
- "Building Common Facilities" means and includes water pipes, drains, wires, cables tank, Fire services water tanks, pump house, communal television antenna for the benefit of the Building.
- "Land" means All That Portion of the Village Retained Areas (as defined in the Sub-Deed) as shown coloured Pink and Yellow hatched Black on the Plan hereto annexed.
- "Parkland Drive" means All That access road as partly shown on the said Plan hereto annexed and coloured Yellow and Yellow hatched Black thereon.

"Unit" means a Flat or part of and in the Building.

"Flat Roof" means the roof area appertaining to each penthouse unit.

"Roof" means the common areas on top of the Building.

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

SECTION III

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

1. The Owner of each Unit of the Building shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed and the Sub-Deed the City Rules and Village Rules and subject to the rights of the Manager as hereinafter provided and to the payment by the Owner of his due proportion of the Manager's Remuneration and Management Expenses :-

(a) The full right and liberty for the Owner for the time being his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the Common Areas and other Village Common Areas and Village Common Facilities as shall form part of the Building of which the 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 Unit Subject as aforesaid.

(b) The Owner of each Unit of the 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 Unit, Subject as aforesaid.

(ii) The right to subjacent and lateral support from other parts of the Building in which the Unit owned by the Owner is situated and the right to subjacent and lateral support from the Building 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 and/or the Sub-Deed) for the Owner for the time being his tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along the City Common Areas and Village Common Areas for all purposes connected with the proper use and enjoyment of such Unit, Subject as aforesaid.

(iv) The free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and any other services from and to the Unit

owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the City or the Village or any building for the proper use and enjoyment of the Unit owned by the Owner but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed and the Sub-Deed.

2. The Owners shall have no right to enter upon any part of the Lot, the City, the Village or the Building 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 Building 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 Building for that purpose as herein provided.

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES TO WHICH EACH UNIT ARE SUBJECT

1. The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy each Unit is held therewith :-

(a) The Manager shall have full right and privilege at all reasonable times on notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon each Unit for the purposes of inspecting, examining and maintaining the Building in which such Unit is situated or any part or parts thereof or any Building Common Area and Building Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Building or parts thereof as part of the amenities thereof and not by any individual Owner for his own purpose or enjoyment.

(b) Easements rights and privileges over along and through each Unit equivalent to those set forth in Clause 1 (b) (ii) to (iv) of SECTION III of this Deed.

2. Subject always to the rights of the Registered Owner under the Principal Deed and the Sub-Deed the Manager shall have full right and authority to control and manage the Building Common Areas the Major Roads the Passageways and in this connection shall have power to licence or let out any part thereof for such sum and for such purposes as it thinks fit, any charges received by the Manager in the exercise of the

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aforesaid power shall be considered part of the Management Funds.

3. The Registered Owner shall :-

- (a) have the exclusive right to erect one or more flush pipes or smoke stacks or chimneys at the rear of any of the Building(s) from the ground floor or any other level to the Roof thereof together with the right to maintain, replace or remove the same provided such erection, maintenance, replacement or removal shall not unnecessarily interrupt the enjoyment of the Units in that Building.
- (b) have the exclusive right to use the Roofs of the Building for advertising purposes and to display, install, erect, affix or permit to be displayed, installed, erected or affixed thereon and thereto such advertising signboards, placards, posters and other dismantling signs or signboards and advertisements (whether illuminated or not) subject to the approval of the Building Authority or other Government authorities concerned and with the right to remove, repair, maintain, service and replace the same provided that the same shall not unnecessarily interrupt the enjoyment of the Units in that Building.

SECTION V

COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND
PERFORMED BY THE OWNERS OF THE BUILDING

1. Every assignment of a unit shall contain an express covenant by the Purchaser thereof to notify the Manager of any change of ownership within one month from the date of the assignment.
2. Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Building 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 Building owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Building whether in separate or common occupation nor will any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Building Common Areas and Building Common Facilities or any equipment or apparatus on in or upon the Land not being equipment or apparatus for the exclusive use and benefit of any such Owner.
5. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions in the

Conditions or whereby any insurance on the Building or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

6. Each Owner shall be responsible for and shall indemnify all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Building owned by him or any person using such part of the Building with his consent expressed or implied or by or through or in any way owing to the overflow of water therefrom.

7. Each Owner shall be responsible to the other Owners for the time being for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Building 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 Building for which the

Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

8. No Owner shall at any time exercise or attempt to exercise any statutory or common right to partition the Building or any part or parts thereof.

9. No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the City at any time in the course of construction and/or the management and the maintenance of the City or the Village or the Building.

10. Each Owner shall maintain in good repair and condition to the satisfaction of the Manager and in such manner as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Building that part of the Building owned by him.

11. No Owner shall use or permit or suffer the part of the Building owned by him to be used for any illegal or immoral purpose nor will he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being provided always that nothing in this provision shall restrict the Registered Owner in its development of the Village

or other parts of the City in accordance with the Master Plans.

12. No Owner shall use or permit or suffer any part of the Building owned by him to be used except in accordance with any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.

13. No part of the Building Common Areas shall be obstructed or encumbered save with the licence of the Manager nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such Building Common Areas as may be or become a nuisance to any other Owners or occupiers of the Building.

14. The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the City Rules and Village Rules (if any) covering the same.

15. No Owner shall be entitled to connect any installation to any aerial installed by the Manager except with the permission of the Manager and in accordance with any City Rules or Village Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Building except with the written consent of the Manager.

16. No external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, sculptures, or other projections or structures whatsoever extending outside the exterior of the Building shall be erected, installed or otherwise affixed to or projected from the Building or any part thereof except with the written

consent of the Manager.

17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Building without the prior consent in writing of the Manager.

18. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Building owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the facilities (if any) provided for the disposal thereof.

19. All Owners shall at all times observe and perform the City Rules and Village Rules.

20. Each Owner may at his own expense install in the Unit owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part of the Buildings or Village and provided further that nothing in this Clause shall inhibit the Registered Owner in proceeding with and completing the construction of the City and the Village and development of the Lot in accordance with the Master Plans.

21. No clothing or laundry shall be hung outside the Unit or any part thereof (other than in the spaces specifically provided therefor).

22. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Building may be clogged or the efficient working thereof may be impaired.

23. No Owner of the ground floor of the Building shall

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build a swimming pool, sauna, whirlpool, hot-tub or jacuzzi whether portable or otherwise or sink a well or erect on the ground or garden any objects or structures without the written consent of the Manager.

24. The Owner on the ground floor of the Building shall at all times keep the garden (if any) or ground in a neat and attractive condition. No poultry house shall be constructed or maintained in such garden or ground.

25. Except with the Manager's consent, no fowl or animals, other than normal household pets, shall be kept in a Unit.

26. The Manager shall have the power and right to remove any animals from a Unit if in the opinion of the Manager, such animals were causing a nuisance to other Owners or occupiers of other Units.

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

28. All Units shall not be used for any purpose other than for domestic purposes. 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.

29. No Owners except the Owners having the exclusive

right to occupy any Roof or Flat Roof shall have the right to use the Roof or Flat Roof or part thereof except only for escape in the event of fire or emergency. No owner shall erect or place or cause or permit to be erected or placed any advertising sign or illegal structure on any Roof or Flat Roof or any part thereof and the Manager shall have the right to remove anything erected or placed on any Roof or Flat Roof in contravention of this provision at the costs and expenses of the Owners.

30. No Roof or Flat Roof shall be enclosed and the Owner for the time being of any Roof or Flat Roof or any part thereof shall ensure that access to the Roof or Flat Roof shall at all times remain unobstructed.

31. No Owner shall permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over through and along any of the Building Common Areas. The design of any metal grille or shutter or gate shall be standard throughout the Village and prior to the installation thereof, the Owner shall first obtain the approval in writing of the Manager.

32. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Unit any advertising or

other sign of any description (except a small name plate outside the entrance door giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

33. No part of the Building Common Areas shall be obstructed or encumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of such Building Common Areas be used for any business or private purpose and no Owner shall do or permit or suffer to do anything in such Building Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Building of which the Unit owned by him forms a part.

34. No Owner shall store or permit to be stored in any Unit any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

35. No door or doors of any Unit (except doors inside any unit) shall be painted in the colour disapproved by the Manager.

36. No Owner shall enclose its own yard balcony or patio.

SECTION VI
MANAGEMENT OF THE BUILDING

1. MANAGEMENT

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

2. MANAGEMENT EXPENSES

(a) For the purpose of determining the contributions to be made by each Owner of a Unit in the Building to the Management Expenses of the Building and to the Management Expenses of the Village and of the Building and to the Manager's Remuneration, there shall be allocated to each Unit the number of Management Units set out below :-

<u>Flats</u>	<u>Floors</u>	<u>Parkland Drive</u>	<u>Management unit</u>
A, D, F, H and J	Ground) First,) Second,) Third and) Fourth)	Nos.9 and 11	12 for each flat
B	Ground)	Nos.9 and 11	11 for each flat
C, E, G and I	First,) Second,) Third and) Fourth)	Nos.9 and 11	13 for each flat

(b) The Manager shall prepare :-

- (i) an annual budget showing the estimated net expenditure in respect of the Building,
- (ii) an annual budget showing the estimated net expenditure in respect of the City and the Village together with the amount to be apportioned to the Building in accordance with the provisions of Sub-section D of SECTION IV of the Principal Deed.

(c) The Owners of Units in the Building shall pay a due proportion of the estimated expenditures contained in Sub-Clause (b) (i) and (ii) of SECTION VI of this Deed and in particular the expenses for the maintenances and repairs of the Parkland Drive according to the number of Management Units allocated to the Units owned by them respectively.

IN WITNESS whereof the Registered Owner and the Manager have caused their respective Common Seals to be hereunto affixed and the First Purchasers have hereunto set their hands and seals the day and year first above written.

I hereby verify the signature of
Polly H. L. Chan


Peter Y. W. Lee
Solicitor, Hong Kong

SEALED with the Common Seal of
the Registered Owner and SIGNED
by Victor M. Z. Cha - Director
Barbara A. Culwell - Co. Secretary


For and on behalf of
HONG KONG RESORT CO. LIMITED

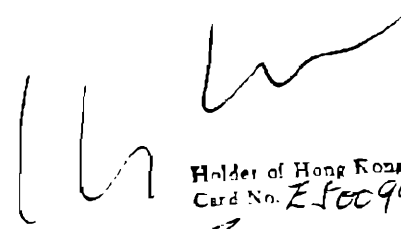

Authorized Signature

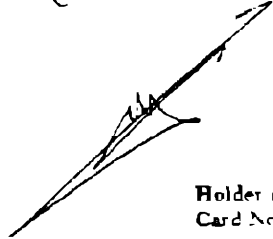
whose signature(s) is/are
verified by :


Peter Y. W. Lee
SOLICITOR, HONG KONG

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

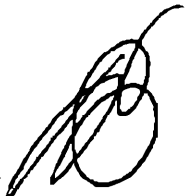

Polly H. L. Chan
Clerk to Messrs. Woo, Kwan, Lee & Lo
Solicitors & c., Hong Kong.


Holder of Hong Kong Identity
Card No. Z500990(5)



Holder of Hong Kong Identity
Card No. Z591093(9)

SEALED with the Common Seal of
the Manager and SIGNED by
Abraham S. T. Chung - Director

whose signature(s) is/are
verified by :


Peter Y. W. Lee
SOLICITOR, HONG KONG

INTERPRETED by : Polly H. L. Chan


Clerk to Messrs. Woo, Kwan, Lee & Lo
Solicitors & c., Hong Kong.

Dated the 4th day of November 1987

HONG KONG RESORT COMPANY
LIMITED

AND

CHUNG, CHI WAI
and CHAN, YUET CHING
and DISCOVERY BAY SERVICES MANAGEMENT
LIMITED

SUB-SUB-DEED OF MUTUAL COVENANT

WOO, KWAN, LEE & LO,
Solicitors &c.,
26th Floor, Connaught Centre,
Hong Kong.

WCYK/B462/SAT/pc/Parkland-Site 2
#0157p (copy from #0079a/ec)