



Memorial No. : 314645

Received on : 23 April 2003

MEMORIAL of an instrument to be registered in the Islands New Territories Land Registry under the Land Registration Ordinance.				FOR LAND REGISTRY USE ONLY
Solicitors Code 307A	Stamp Office No. N/A	Stamp Duty \$ Nil		Serial No. 8287
Date of instrument	Dated the 27th day of March 2003			Reg. Fee \$2,000.00
Nature and object of the instrument	SUB-SUB-DEED OF MUTUAL COVENANT (as per plan)			Nature of Instrument Code 24
Consideration	Nil			Consideration Code
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	Capacity Code
HONG KONG RESORT COMPANY LIMITED (香港興業有限公司)	Co. Reg. No. 33740	the Registered Owner	---	
SASAKI YUKIO and SASAKI ANNETTE KIT HAR (鍾潔霞)	HKIC No. K535601(6) and HKIC No. E482706(A)	the First Purchaser	as Joint Tenants	
DISCOVERY BAY SERVICES MANAGEMENT LIMITED (愉景灣服務管理有限公司)	Co. Reg. No. 79740	the Manager	---	
Premises affected by the instrument	Undivided Share (if any) : (i) 1406/250,000th and (ii) 1406/21,400th			
	Lot No. : (i) The Remaining Portion of Lot No. 385 in Demarcation District No. 352 and the Extensions thereto and (ii) the buildings and other structures and ancillary works erected on Greenvale Village			
	Address : (if applicable)			
	<u>Block</u> ---	<u>Flat</u> ---	<u>Floor</u> ---	<u>Premises No.</u> ---

On this ...7th...day of...April... 2003 IMA KAM WA..... of Messrs. Kao, Lee & Yip, 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.

Hong Kong

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



DOC

THIS SUB-SUB-DEED OF MUTUAL COVENANT is made this 27th day of March 2003.

BETWEEN

- (1) HONG KONG RESORT COMPANY LIMITED (香港興業有限公司) whose registered office is situate at 23rd Floor, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (hereinafter called "the Registered Owner") of the first part;
- (2) SASAKI YUKIO and SASAKI ANNETTE KIT HAR (鍾潔霞) both of Flat B on the 1st Floor of Block 22 of Siena Two A, Greenvale Village, Area N1a (Portion), 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 (愉景灣服務管理有限公司) whose registered office is situate at 23rd Floor, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (hereinafter called "the Manager" which expression shall have the meaning assigned to it in Recital (1) (a) of the Principal Deed hereinafter defined) of the third part.

WHEREAS :

- (1) This Sub-Sub-Deed of Mutual Covenant (hereinafter called "this Sub-Sub-Deed") is supplemental to a Deed of Mutual Covenant dated the 30th day of September 1982 and registered in the Islands New Territories Land Registry by Memorial No.112018 (hereinafter called "the Principal Deed") and a Sub-Deed of Mutual Covenant dated the 26th day of July 1990 and registered in the Islands New Territories Land Registry by Memorial No.164194 (hereinafter called "the Sub-Deed").
- (2) There are now erected or to be erected on the portion (hereinafter called "the said Portion") of the Reserved Development Areas (as defined in the Sub-Deed) as shown coloured orange on the Site Plan annexed hereto, inter alia, the Low Rise Buildings (Siena Two A) (as hereinafter defined).

(3) In this Sub-Sub-Deed:-

- (a) The expressions defined in the Principal Deed and the Sub-Deed unless otherwise re-defined in this Sub-Sub-Deed shall apply to this Sub-Sub-Deed whenever the context permits.
- (b) The following expressions shall have the following meanings ascribed to them whenever the context permits: -

“Building Common Areas (Siena Two A)” Shall mean and include (subject to the Principal Deed and the Sub-Deed), inter alia, the entrances and halls (if any) entrance lobbies (if any), lift lobbies (if any), lift shafts (if any) and lift pits (if any) inside the said Portion, passages, staircases, corridors, landings, planters (if any) and portions of roofs (other than those held or intended to be held together with a Residential Unit), skylight, flat roofs (other than those held or intended to be held together with a Residential Unit), pitched roofs, top roofs and ridges and the external walls of the said Portion.

“Building Common Facilities (Siena Two A)” Shall mean and include (subject to the Principal Deed and the Sub-Deed), inter alia, :-

- (a) Lifts (if any) inside each Low Rise Building (Siena Two A), water pipes, drains, wires, cables, tanks, fire services pump rooms, hopper rooms (if any), lift machine rooms (if any), meter rooms, lightning rods, fire services, water tanks and any other services and facilities which are supplied for the communal use and benefit of each and/or all Low Rise Building(s) (Siena Two A).
- (b) Communal television antennae (if any) for the use and benefit of each and/or all Low Rise Building(s) (Siena Two A).

“Communications Network Area” Shall have the same meaning as defined under the Lease of Communications Network Area.

"Improvement Fund A fund established or to be established by the Manager to

(Siena Two A)"	meet expenditure of a capital or non-recurring nature which shall include, inter alia, the initial costs of setting up web based community network services and the like, the initial cost of setting up management office, caretaker's rooms, guard kiosks and the like for the Low Rise Buildings (Siena Two A), expenses for the purchase, protection, replacement, improvement, upgrading and renovation incurred in relation to the Village Common Areas (Siena Two A) and the Village Common Facilities (Siena Two A) and/or for the efficient management and maintenance of the Low Rise Buildings (Siena Two A).
"Lease of Communications Network Area"	The Lease dated 13th September 2002 and registered in the Islands New Territories Land Registry by Memorial No.307679 whereby the Registered Owner demised unto Discovery Bay Communication Services Limited the Communications Network Area.
"Low Rise Buildings (Siena Two A)"	11 low rise buildings erected or to be erected in the Village in accordance with the Master Plans with multiple residential units therein and car parking spaces (if any) and to be known as Block Nos.6, 8, 10, 12, 16, 18, 20, 22, 26, 28 and 30 of Siena Two A (海澄湖畔二段A) .
"Management Units"	Management Units allocated to the Residential Units and the Village Retained Areas (Siena Two A) in accordance with the Schedule to this Sub-Sub-Deed.
"Owner"	Shall mean Owner holding Undivided Shares of and in the Lot and in the Village together with the right to the exclusive use occupation and enjoyment of a Residential Unit and shall include the Registered Owner holding Undivided Shares of the Village Retained Areas (Siena Two A) and also a registered mortgagee in possession of such Undivided Shares.
"Residential Unit"	A unit in a Low Rise Building (Siena Two A) erected or to be erected in the Village in accordance with the Master Plans.
"Siena Two A Owners' Committee"	A committee of the Owners to be established pursuant to the provisions of this Sub-Sub-Deed.

"Slopes and Retaining Walls" Such slopes, retaining walls and/or other structures the maintenance of which is the liability of the Owners under the provisions of the Conditions or this Sub-Sub-Deed and which for identification purpose are shown and coloured yellow and black on the plan for Slopes and Retaining Walls annexed hereto;

"Village Common Areas (Siena Two A)" Shall mean and include (subject to the Principal Deed and the Sub-Deed), inter alia, all those Slopes and Retaining Walls, landscape area, children's play area, the Building Common Areas (Siena Two A), Communications Network Area subject to the Lease of Communications Network Area, all those parts of the Village Retained Areas (Siena Two A) which shall be designated as Village Common Areas (Siena Two A) by the Registered Owner from time to time in accordance with the provisions of the Principal Deed or the Sub-Deed or this Sub-Sub-Deed and other areas that serve or are intended to serve the said Portion.

"Village Common Facilities (Siena Two A)" Shall mean and include (subject to the Principal Deed and the Sub-Deed), inter alia, :-

- (a) Water pipes, drains, wires, cables, tanks, combined flush and irrigation tanks, garbage storage box, fire services, fire hydrants and hose reel, vent ducts and water tanks or other rooms for the use or benefit of the said Portion.
- (b) Building Common Facilities (Siena Two A).
- (c) M.D.F room, switch room, store rooms, fire services pump rooms, transformer rooms, water pump rooms, electricity meter rooms, water meter rooms, emergency generator rooms, lift machine rooms, hopper's rooms, refuse storage chambers and refuse collection point for the use or benefit of the said Portion.

"Village Retained Areas (Siena Two A)" All those portions of the Village as are shown and coloured brown on the Village Plan annexed hereto and the Management Units allocated thereto are more particularly set out in the Fourth Column of the Schedule hereto.

"Village Rules
(Siena Two A)"

The rules governing the said Portion from time to time in force made by the Manager under this Sub-Sub-Deed.

- (4) In this Sub-Sub-Deed, references to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine or neuter gender.
- (5) Prior to the date of the Assignment to the First Purchaser next hereinafter recited, the Registered Owner was the registered owner and entitled to (inter alia) All Those 1,406 equal undivided 250,000th parts or shares of and in the Lot and All Those 1,406 equal undivided 21,400th parts or shares of and in the buildings and other structures and ancillary works erected or to be erected on the Greenvale Village Together with the full and exclusive right and privilege to hold use occupy and enjoy All That the said Portion and the Low Rise Buildings (Siena Two A) erected or to be erected thereon subject to and with the benefit of the Principal Deed and the Sub-Deed and the Lease of Communications Network Area.
- (6) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the First Purchaser of the other part, 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 13 equal undivided 250,000th parts or shares of and in the Lot and All Those 13 equal undivided 21,400th parts or shares of and in the buildings and other structures and ancillary works 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 B on the 1st Floor Together with Flat Roof (Terrace) thereof of Block 22 of Siena Two A (海澄湖畔二段 A) of the Village.
- (7) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, insuring, upgrading, repair and servicing of the said Portion and their equipment, services and apparatus and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the said Portion.
- (8) The provisions of this Sub-Sub-Deed have been approved by the Director of Lands (being the successor to the Secretary for the New Territories in this regard) pursuant to the Conditions.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

UNDIVIDED SHARES AND RESERVED RIGHTS

A. There shall be sub-allocated to the said Portion 1,406 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 works erected on Greenvale Village
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(a) Residential Units (particulars of the number of Undivided Shares of and in the Lot and of and in the buildings and other structures and ancillary works erected on Greenvale Village allocated to each Residential Unit are contained in the Second and Third Columns of the Schedule hereto)	1,167/250,000th shares	1,167/21,400th shares
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(b) Village Common Areas (Siena Two A) and Village Common Facilities (Siena Two A)	205/250,000th shares	205/21,400th shares
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(c) Village Retained Areas (Siena Two A)	34/250,000th shares	34/21,400th shares
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B. There is reserved unto the Registered Owner the following rights and privileges :-

(a) The Registered Owner reserves the right to affix, maintain, alter, repair, service, replace, renew and remove any systems for broadcast transmission

and reception, information distribution and communication, including without limitation, communal aerial broadcast distribution systems, microwave distribution systems, cable and wireless communications systems, telecommunications transmission, reception and transponder systems, aerial dishes, transmitters, transponders, receivers tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on any part or parts of the Village Common Areas (Siena Two A) and such other areas of the said Portion and the Low Rise Buildings (Siena Two A) the exclusive right to hold, use, occupy and enjoy which has not been assigned by the Registered Owner PROVIDED THAT if such fixtures or structures are affixed on the Village Common Areas (Siena Two A) or any part thereof, the Registered Owner shall first obtain the approval of the Director of Lands (if the same is required under the Conditions) and the approval of the Siena Two A Owners' Committee AND PROVIDED ALWAYS THAT such fixtures or structures shall not interfere with the use and enjoyment by other Owners of the Residential Units owned by them and shall not unduly restrict or impede the access to and from the Residential Units owned by such other Owners and the Registered Owner shall have the right to enter into and upon any part of the said Portion and the Low Rise Buildings (Siena Two A) with or without workmen and equipment at all reasonable times on giving prior reasonable notice (save in case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the Registered Owner may deem fit PROVIDED THAT any monetary benefit received by the Registered Owner arising from the exercise of the aforesaid rights shall form part of the Management Funds and be applied towards the management and maintenance of the said Portion and PROVIDED FURTHER THAT the Registered Owner shall cause the least disturbance to the other Owners of the Residential Units and shall at its own expense make good any damage caused thereby and/or arising from the exercise by the Registered Owner of the aforesaid rights.

- (b) The Registered Owner hereby specifically excepts and reserves unto itself all the covenants, rights, liberty, privileges, entitlements, exceptions and reservations as are granted and conferred on the Registered Owner under the Principal Deed and the Sub-Deed.
- C. The Registered Owner shall upon the execution of this Sub-Sub-Deed assign the Village Common Areas (Siena Two A) and the Village Common Facilities (Siena Two A) together with the number of Undivided Shares allocated thereto to the

Manager free of cost or consideration for the general benefit of the Owners and subject to this Sub-Sub-Deed. Such Undivided Shares together with the Village Common Areas (Siena Two A) and the Village Common Facilities (Siena Two A) shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or is removed and another manager be appointed in its stead in accordance with the Principal Deed, the Sub-Deed and this Sub-Sub-Deed, then the outgoing Manager or the liquidator shall assign free of cost or consideration such Undivided Shares together with the Village Common Areas (Siena Two A) and the Village Common Facilities (Siena Two A) which they represent to the new manager to hold as such trustee as aforesaid or to the Owners' Corporation (when formed), if so required by it Provided Always That nothing herein contained shall in any way fetter or diminish the rights, powers, authorities, duties and obligations of the Manager contained in this Sub-Sub-Deed And Provided Further that the Manager shall not be required to pay any contribution to the Management Expenses in respect of the Undivided Shares relating to the Village Common Areas (Siena Two A) and the Village Common Facilities (Siena Two A).

- D. The Registered Owner shall have no right to designate any part of the Village Retained Areas (Siena Two A) as Village Common Areas (Siena Two A) unless such areas are for the benefit of all the Owners and save with the prior approval of the Siena Two A Owners' Committee Provided that upon such designation, the Undivided Shares allocated thereto shall be assigned to and vested in the Manager or the Owners' Corporation (as the case may be) Provided also that any such additional Village Common Areas (Siena Two A) shall not in any event be re-designated as or re-converted to Village Retained Areas (Siena Two A).
- E. The Registered Owner shall at its own expenses provide temporary noise abatement and dust protection measures within the Lot in relation to the Residential Units so as to minimize inconvenience to the Owners resulting from the continuing construction of other stages of the said Portion and/or other developments on the Lot.

SECTION II

EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OF A LOW RISE BUILDING (SIENA TWO A)

- 1. The Owner of a Residential Unit of a Low Rise Building (Siena Two A) shall have the benefit of the following easements, rights and privileges subject to the Principal

Deed, the Sub-Deed, the Lease of Communications Network Area, the City Rules, Village Rules and Village Rules (Siena Two A) and subject to the rights of the Manager as hereinafter provided :

- (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 (Siena Two A) and Village Common Facilities (Siena Two A) as shall form part of the Low Rise Building (Siena Two A) 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 Low Rise Building (Siena Two A) shall have the benefit of the following easements, rights and privileges :-
 - (i) The right to subjacent and lateral support from other parts of the Low Rise Building (Siena Two A) in which the Residential Unit owned by the Owner is situated and the right to subjacent and lateral support from the Low Rise Buildings (Siena Two A) or the foundations thereof and all other parts of the Village and all parts of the City, subject as aforesaid.
 - (ii) Full right and liberty (but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed and the Sub-Deed) for the Owner for the time being his tenants, servants, agents and licensees (in common with all other persons having the like right) to go, pass and repass over and along the City Common Areas for all purposes connected with the proper use and enjoyment of such Residential Unit, subject as aforesaid.
 - (iii) The free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and any other services from and to the Residential Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the City or the Village or any building for the proper use and enjoyment of the Residential Unit owned by the Owner but Subject always to the rights of the

Manager and the Registered Owner hereunder or under the Principal Deed and the Sub-Deed.

2. The Owners of a Residential Unit of a Low Rise Building (Siena Two A) shall have no right to enter upon any part of the Lot, the City, the Village or the Low Rise Buildings (Siena Two A) 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 Low Rise Buildings (Siena Two A) shall be carried out by the Manager who shall have the right to enter in or upon any part of the City and/or the Village and/or the Low Rise Buildings (Siena Two A) 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 garden(s) or open yard(s) or balcony(ies) or terrace(s) or roof(s) or flat roof(s) thereof, if any) or Low Rise Building (Siena Two A) in which such Residential Unit is situated or any part or parts thereof or any Village Common Facilities (Siena Two A) or City Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Low Rise Buildings (Siena Two A) or the Village or the City or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purpose or enjoyment provided that the Manager shall make good any damage caused as a result of the Manager exercising the above right.
 - (b) Easements rights and privileges over along and through each Residential Unit equivalent to those set forth in Clause 1 (b) (i) to (iii) of SECTION II of this Sub-Sub-Deed.

- (c) Easements rights and privileges reserved unto the Registered Owner under the Principal Deed, the Sub-Deed and this Sub-Sub-Deed.
2. Subject always to the rights of the Registered Owner under the Principal Deed, the Sub-Deed and this Sub-Sub-Deed, the Manager shall have
- (a) full right and authority to control and manage the City Retained Areas, the City Common Areas, the Major Roads, the Passageways, Village Retained Areas (Siena Two A), Village Common Areas (Siena Two A) and in this connection shall have power :-
 - (i) to licence and control parking thereon and to remove vehicles or other things parked or left thereon or therein not so licensed;
 - (ii) to licence or let out any part thereof for such sum and for such purposes as it thinks fit and any charges received by the Manager in the exercise of the aforesaid power shall form part of the Management Funds.
 - (b) full right and liberty to enter into any contract, agreement , sublease, licence or arrangement with the lessee under the Lease of Communications Network Area or its successors and assigns for the installation, affixation, use or operation of the communal aerial broadcast distribution cabling infrastructure and its associated equipment and accessories (“Communal Aerial Broadcast Distribution Network”) and/or the telecommunication cabling infrastructure and its associated equipment and accessories (“Telecommunications Network”) installed or affixed or to be installed or affixed in the Communications Network Area for such consideration and on such terms as the Manager may deem fit and to purchase from the said lessee the Communal Aerial Broadcast Distribution Network and/or the Telecommunications Network and/or the Lease of Communications Network Area or any part thereof at such consideration and on such terms as the Manager may deem fit.
3. The Registered Owner may license to the Manager the Village Retained Areas (Siena Two A) at HK\$1.00 per annum for use by the Owners of the Low Rise Buildings (Siena Two A) as gardens and/or areas for recreational activities or for parking of golf cart(s) until such time as such licence is terminated by the Registered Owner giving to the Manager one month’s written notice Provided That notwithstanding anything contained in the Principal Deed, the Sub-Deed or this Clause, the Registered Owner shall not grant such licence to the Manager except

with the prior approval of the Siena Two A Owners' Committee Provided further that except where such a licence in favour of the Manager is subsisting, the Owner of the Village Retained Areas (Siena Two A) shall at its own expense maintain the Village Retained Areas (Siena Two A) in good repair and condition.

SECTION IV

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

Subject to the provisions of the Principal Deed and the Sub-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 month from the date of the assignment.
2. (a) Each Owner shall promptly and punctually pay the Government rent in respect of the part of the Village owned by him in accordance with the provisions of the Government Rent (Assessment and Collection) Ordinance (Cap.515) and shall indemnify the other Owners from and against all liabilities therefor;

(b) The Manager shall on behalf of the Owners pay the Government rent (if any) attributable to the Village Common Areas (Siena Two A) and such Government rent shall form part of the Management Expenses;

(c) 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 Low Rise Buildings (Siena Two A) 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 Low Rise Buildings (Siena Two A) or Village whether in separate or common occupation nor

will any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Village Common Areas (Siena Two A) or City Common Areas or any of the Village Common Facilities (Siena Two A) or City Common Facilities or any equipment or apparatus on in or upon the Lot not being equipment or apparatus for the exclusive use and benefit of any such Owner.

5. No Owner shall do or permit or suffer to be done any act or thing in contravention of the terms and conditions in the Conditions or whereby any insurance on the Low Rise Buildings (Siena Two A) or the said Portion 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 Low Rise Buildings (Siena Two A) or Village owned by him or any person using such part of the Low Rise Buildings (Siena Two A) or Village with his consent expressed or implied or by or through or in any way owing to the overflow of water therefrom.
7. Each Owner shall be responsible to the other Owners for the time being for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Low Rise Buildings (Siena Two A) or the said Portion 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 Low Rise Buildings (Siena Two A) or the said Portion for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.
8. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Village or the Low Rise Buildings (Siena Two A) 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 said Portion.
10. Each Owner shall maintain in good repair and condition that part of the Low Rise Buildings (Siena Two A) or the said Portion 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 Low Rise Buildings (Siena Two A) or the said Portion.
11. No Owner shall use or permit or suffer the part of the Low Rise Buildings (Siena Two A) or Village owned by him to be used for any illegal or immoral purpose nor will he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being provided always that nothing in this provision shall restrict the Registered Owner in its development of the Village or other parts of the City in accordance with the Master Plans.
12. No Owner shall use or permit or suffer any part of the Low Rise Buildings (Siena Two A) or Village owned by him to be used except in accordance with any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.
13. No part of the City Common Areas, City Retained Areas, the Major Roads, the Passageways, Village Common Areas (Siena Two A) or Village Retained Areas (Siena Two A) shall be obstructed or encumbered save with the licence of the Manager nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such City Common Areas, City Retained Areas, Major Roads, Passageways, Village Common Areas (Siena Two A) or Village Retained Areas (Siena Two A) as may be or become a nuisance to any other Owners or occupiers of the Low Rise Buildings (Siena Two A) or Village or any other part of the City.
14. The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the City Rules and Village Rules (Siena Two A) (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 (Siena Two A) relating to the same. No Owner shall affix or install his own private aerial and/or satellite dish outside any part of the Low Rise Buildings (Siena Two A) 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 any Low Rise Building (Siena Two A) shall be erected, installed or otherwise affixed to or projected from any Low Rise Building (Siena Two A) 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 and facade colour of any Low Rise Building (Siena Two A) or the colour of the window glass panes and the window frames of his Residential Unit without the prior consent in writing of the Manager.
18. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Low Rise Building (Siena Two A) 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 (Siena Two A).
20. Each Owner may at his own expense install in the part of the Low Rise Buildings (Siena Two A) 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 Low Rise Buildings (Siena Two A) or Village and provided further that nothing in this Clause shall inhibit the Registered Owner in proceeding with and completing the construction of the City and the Village and development of the Lot in accordance with the Master Plans.
21. No clothing or laundry shall be hung outside the Residential Unit or any part thereof (other than in the spaces specifically provided therefor) or in the City Common Areas, City Retained Areas, Village Common Areas (Siena Two A) or Village Retained Areas (Siena Two A) which in the opinion of the Manager may affect the external appearance of any Low Rise Building (Siena Two A).

22. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of any Low Rise Building (Siena Two A) may be clogged or the efficient working thereof may be impaired.
23. No Owner of any Low Rise Building (Siena Two A) shall build a swimming pool, sauna, whirlpool, hot-tub or jacuzzi whether portable or otherwise or sink a well or erect on the ground or garden or any open yard or flat roof or terrace or roof (if any) any objects or structures without the written consent of the Manager.
24. The Owner of the ground floor of any Low Rise Building (Siena Two A) shall at all times keep the garden or ground or open yard in a neat and attractive condition. No poultry house shall be constructed or maintained in such garden or ground or open yard.
25. No Owner of a Residential Unit of any Low Rise Building (Siena Two A) in respect of which flat roof(s) or terrace(s) or balcony(ies) or roof(s) are held therewith shall erect on such flat roof(s) or terrace(s) or balcony(ies) or roof(s) any objects or structures without the prior written consent of the Manager.
26. The Owner of a Residential Unit of any Low Rise Building (Siena Two A) in respect of which flat roof(s) or terrace(s) or balcony(ies) or roof(s) are held therewith shall at all times keep such flat roof(s) or terrace(s) or balcony(ies) or roof(s) in a neat and attractive condition. No poultry house shall be constructed or maintained in such flat roof(s) or terrace(s) or balcony(ies) or roof(s).
27. Except with the Manager's consent, no fowl or animals, other than a reasonable and usual number of normal household pets, shall be kept in a Residential Unit.
28. The Manager shall have the power and right to remove any animals from a Residential Unit if in the opinion of the Manager, such animals are causing a nuisance to other Owners or occupiers of other Residential Units.
29. No Owner shall make any alteration to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or gas.
30. No apparatus or plants or any other fixture shall be installed through the windows or external walls of the Low Rise Buildings (Siena Two A) without the prior written consent of the Manager having been first obtained and the conditions of such consent having been complied with.

31. Save with the prior written consent of the Manager, no air-conditioning unit (window type or split type) shall be installed through the window or external walls of the Low Rise Buildings (Siena Two A) except through the apertures or spaces originally designated or designed for such air-conditioning units.
32. Save with the prior approval of the Siena Two A Owners' Committee, no Owner shall convert any part of the Village Common Areas (Siena Two A) to his own use and for his own benefit nor convert any part of his Residential Unit or any part of the Village exclusively owned by him to Village Common Areas (Siena Two A).
33. 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 administrative fee for the transfer of membership charged by the Club all in the manner as provided in the club rules and bye-laws thereof.

SECTION V

COVENANTS AND PROVISIONS APPLICABLE TO OWNER 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 Clause 3(b) of Section V of the Sub-Deed, no Owner shall erect or place or cause or permit to be erected or placed any advertising sign or illegal structure on any roof, flat roof or terrace or any part thereof and the Manager shall have the right to remove anything erected or placed on any roof, flat roof or terrace in contravention of this provision at the costs and expenses of the Owner(s) having the

exclusive right to occupy the roof, flat roof or terrace. Notwithstanding anything contained in Clause 3(b) of Section V of the Sub-Deed, the Registered Owner agrees that it shall not exercise its right under the said clause in relation to those roofs, flat roofs or terraces that are held or intended to be held together with the Residential Units.

3. No roof or flat roof or terrace (if any) or balcony (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 balcony or any part thereof shall ensure that access to the roof or flat roof or terrace or balcony shall at all times remain open and unobstructed.
4. No Owner shall erect, affix, install or attach or permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over through and along any of the Village Common Areas (Siena Two A). Prior to the installation thereof, the Owner shall first obtain the approval in writing from the Manager to 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 (Siena Two A) 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 (Siena Two A) 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 (Siena Two A) as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Low Rise Building (Siena Two A) of which the Residential Unit owned by him forms a part or to any owners or occupiers of any adjoining or neighbouring premises.

7. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
8. No Owner shall enclose except by fencing approved by the Manager its own garden(s), open yard(s), flat roof(s), terrace(s) or patio(s).
9. Owners who have a common fencewall adjoining the gardens of their respective Residential Units shall each have the right to the use of the interior surface of the fencewall on his side. No Owner shall use any portion of the fencewall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the fencewall without the written consent of the other and the written consent of the Manager. No Owner shall put structures of any kind (such as fish ponds) so near to the fencewall as to cause leakage of water to the other side of the fencewall or as to be likely to cause the fencewall to collapse. If the fencewall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause other than the act or negligence of either party, it shall be repaired or rebuilt at their joint cost and expense.
10. Each Owner shall have the right to use the interior surface of the party walls dividing his Residential Unit from the neighbouring Residential Units. No Owner shall use any portion of such party walls so as to interfere with the use and enjoyment of the other Owners. Except for the interior surface of such party walls which shall be repaired and maintained by the relevant Owner of a Residential Unit at his sole cost and expense, all such party walls shall be repaired and maintained at the joint cost and expense of the relevant Owners sharing in common such party walls.
11. No Owner may deck any voids or cover with any structure the flat roof(s), roof(s) terrace(s), patio(s), garden(s) or the open yard(s) within the compounds of his Residential Unit without having obtained the Manager's prior written consent.
12. No Owner may install, erect or mount any satellite dish and ancillary equipment and connections thereto, any telecommunications transmitter and receiver or cable and wireless communications systems on the rooftops or gardens or open yards or terraces or balconies or flat roofs or roofs (if any) of his Residential Unit without having obtained the Manager's prior written consent.
13. The Owner of a Residential Unit of any Low Rise Building (Siena Two A) in respect

of which balcony(ies) are held therewith and which balcony(ies) is/are as shown and marked "balcony" and coloured pink for identification purpose only on the plan(s) annexed to the assignment of such Residential Unit shall use and maintain such balcony(ies) as "non-enclosed" area(s) only and for the purpose(s) for which such balcony(ies) is/are originally designed at its sole cost and expense to the satisfaction of the Manager at all times and shall not under any circumstance enclose or seal in such balcony(ies) with any structure, substance or materials nor demolish nor relocate such balcony(ies) or any part thereof in any way or manner whatsoever.

14. No Owner shall do or permit to be done anything which would interfere with or obstruct the exercise of the rights of the lessee and its successors and assigns under the Lease of Communications Network Area.

SECTION VI

MANAGEMENT EXPENSES AND POWERS OF MANAGER

1. (a) Discovery Bay Services Management Limited shall be appointed as Manager of the City and the Village and the said Portion in accordance with the Principal Deed and the Sub-Deed and each Owner hereby appoints the Manager irrevocably as attorney to enforce the provisions of this Sub-Sub-Deed and each Owner hereby covenants not to enforce the terms of this Sub-Sub-Deed otherwise than through the Manager subject to the provisions in the Principal Deed and the Sub-Deed contained and all powers duties and rights of the Manager as provided in Section IV of the Principal Deed shall apply to the management of the Village and the said Portion.
 - (b) Notwithstanding anything contained in Clause C1 of Section IV of the Principal Deed, the Manager agrees that it shall not exercise its right under the said clause to effect any increase in the Manager's Remuneration such that the Manager's Remuneration exceeds 5% (or such other percentage that has already been approved by the City Owners' Committee) of the total expenditure for the total management costs of the City and of the Villages and of the said Portion and Car Parking Spaces of the City without the prior approval of the City Owners' Committee.
2. Without prejudice to the powers and rights of the Manager as provided in Section IV of the Principal Deed, the Manager shall have, in connection with its proper management of the Village and of the said Portion, the full right and liberty to lease,

license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the telecommunication transmitters and receivers, tuners, satellite dishes and the ancillary equipment and connections thereto, broadcast reception, information distribution or communication systems including, without limitation, satellite master antennae systems, communal aerial broadcast distribution systems, microwave distribution systems, cable and wireless communications systems and transmission and transponder systems, antennae, aerial dishes, lightning conductors and lighting and other fixtures of whatsoever kind on any part or parts of the roofs, upper roofs and top roofs of the Low Rise Buildings (Siena Two A) which form part of the Village Common Areas (Siena Two A).

3. For the purpose of determining the contributions to be made by each Owner of a Residential Unit in the Low Rise Buildings (Siena Two A) and the said Portion to the Management Expenses of the City and to the Management Expenses of the said Portion (including but not limited to the Village Common Areas (Siena Two A) and the Village Common Facilities (Siena Two A)) 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.
4. The Manager shall prepare :-
 - (a) annual budget(s) showing the estimated net expenditure in respect of the said Portion of the Village;
 - (b) annual budget(s) showing the estimated net expenditure in respect of the Village (save and except the said Portion of the Village) ("the Remaining Portion");
 - (c) an annual budget showing the estimated net expenditure in respect of the City together with the amount to be apportioned to
 - (i) the said Portion of the Village; and
 - (ii) the Remaining Portion of the Village

in accordance with the provisions of Subsection D of Section IV of the Principal Deed.

5. The Owners shall pay a due proportion of the estimated expenditures contained in Clauses 4(a) and (c)(i) of Section VI of this Sub-Sub-Deed according to the number of Management Units allocated to the part or parts of the Village owned by them respectively. The sum payable shall be recalculated regularly as provided in this Sub-Sub-Deed and Provided Further That if the total contributions receivable as aforesaid by the Manager shall be insufficient to meet the costs and expenses for the management and maintenance of the City and the said Portion 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-Sub-Deed bears to the total of such overall costs. For the avoidance of doubt, the Owners of the Remaining Portion of the Village shall not be required to contribute towards the estimated expenditures contained in Clauses 4(a) and (c)(i) of Section VI of this Sub-Sub-Deed and notwithstanding the provisions of the Sub-Deed, the Owners shall not be required to contribute towards the estimated expenditures contained in Clauses 4(b) and (c)(ii) of Section VI of this Sub-Sub-Deed.
6. Where any expenditure relates principally to the said Portion or any part or parts thereof (and whether it so relates shall be exclusively decided by the Manager save for manifest error), the expenditure shall form part of the expenditure of the said Portion and shall be borne by the Owners according to the number of Management Units allocated to the part or parts of the Village owned by them respectively.
7. Where any expenditure relates to the said Portion as well as to other Village(s) adjacent to the said Portion ("Other Parts") in relation to service(s) to the said Portion as well as to the Other Parts, the Manager shall allocate such expenditure as between the Management Expenses of the said Portion and the Management Expenses of the Other Parts in proportion to the number of Management Units allocated to the said Portion and the Other Parts respectively. The Owners shall pay a due proportion of the expenditure allocated to the Management Expenses of the said Portion pursuant to this clause according to the number of Management Units allocated to the part or parts of the Village owned by them respectively.
8. Each Owner is required to pay an Improvement Fund (Siena Two A) equivalent to one (1) month's management fee and a non-refundable and non-transferable debris removal fee also equivalent to one (1) month's management fee upon completion of the sale and purchase of the Residential Unit or of the part or parts of the Village Retained Areas (Siena Two A) owned by him. Any debris removal fee paid but not used for debris removal shall be paid into and form part of the Management Funds.

For the avoidance of doubt and notwithstanding the provisions of the Sub-Deed, the Owners shall not be required to pay the Improvement Fund referred to in Clause 4 of Section IX of the Sub-Deed.

9. On completion of the sale and purchase of a Residential Unit or of a part or parts of the Village Retained Areas (Siena Two A), the Owner of such Residential Unit or of such part or parts of the Village Retained Areas (Siena Two A) shall :-
 - (a) deposit and maintain with the Manager a sum equivalent to three (3) months' contributions by him under this Sub-Sub-Deed as security against his liabilities under this Sub-Sub-Deed and such sum shall not be set off against contributions to be made hereunder and shall only be transferable but not refundable; and
 - (b) pay the Manager a sum equivalent to two (2) months' contributions by him under this Sub-Sub-Deed as payment in advance of the first two (2) months' contributions.

For the avoidance of doubt and notwithstanding the provisions of the Sub-Deed, the Owners shall not be required to pay the Manager any sum referred to in Clause 5 of Section IX of the Sub-Deed.

10. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of the Principal Deed, the Sub-Deed and this Sub-Sub-Deed, the Manager shall have the right (without prejudice to any other right or remedy hereunder) in its absolute discretion to deduct the amount so payable from the deposit held from such Owner under Clause 9(a) of this Section VI and to apply the amount so deducted towards payment of the sum payable by such Owner as aforesaid. In the event of any deduction being made by the Manager from the said deposit held from an Owner in accordance herewith, such Owner shall forthwith on demand by the Manager make a further deposit under Clause 9(a) of this Section VI as shall be equal to the amount so deducted.
11. Without prejudice to the generality of Section VIII of the Principal Deed and Clause 10 of this Section VI, each Owner upon becoming an Owner shall be liable for all arrears of the Management Expenses (if any) and/or other payments (if any) due and payable or other breach(es) of the Principal Deed and/or the Sub-Deed and/or this Sub-Sub-Deed committed by his predecessor-in-title in respect of his Residential Unit or the part or parts of the Village Retained Areas (Siena Two A) owned by him insofar as such arrears of the Management Expenses and/or other payments are not

recoverable from the said predecessor-in-title by the Manager or where such breach(es) remain unremedied at the time when the Owner assumes ownership of his Residential Unit or his part or parts of the Village Retained Areas (Siena Two A).

12. The Manager shall have the right and power to forbid any Owner of a Residential Unit who defaults in payment of any amount due under the provisions of the Principal Deed and/or the Sub-Deed and/or this Sub-Sub-Deed or otherwise fails to observe and perform any of the terms and conditions contained in the Principal Deed and/or the Sub-Deed and/or this Sub-Sub-Deed from using the Village Common Facilities (Siena Two A) and other common amenities of the Village until such breach has been rectified to the reasonable satisfaction of the Manager Provided that notwithstanding anything contained in the Principal Deed or in the Sub-Deed or in this Clause 12, the Manager shall not interrupt the supply of electricity, water, gas or other utilities which are provided to such Residential Unit or to prevent access thereto.
13. Subject as otherwise provided in this Sub-Sub-Deed, the Manager shall have the authority to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Sub-Sub-Deed provided that the Manager shall act reasonably in giving or withholding such written consent or approval and in imposing conditions or additional conditions relating thereto and the giving or withholding by the Manager of such consent or approval shall be final and conclusive and binding on the Owners and where any consent is required from the Manager by an Owner, any sum imposed by the Manager as a consideration for the granting of such consent shall be held by the Manager for the benefit of the Owners and paid into the management account and the Manager shall be entitled to charge and retain a reasonable administrative fee for processing such consent.
14. The Owners of the Residential Units shall each deposit and maintain with the Manager a refundable decoration deposit of \$5,000.00 or such smaller sum as may be determined by the Manager from time to time as security for the due observance and performance by the Owners when fitting out their Residential Units of the fitting out procedure prescribed by the Manager. Such decoration deposit shall be refunded by the Manager without interest to the Owners of the Residential Units after completion of the fitting out/ decoration by such Owners and upon the Manager being satisfied that this is the case. In this connection, the Owners of the Residential Units shall as soon as practicable after completion of the said fitting out/decoration notify the Manager in writing of the same.

15. Notwithstanding anything contained in this Sub-Sub-Deed, the Registered Owner shall only be obliged to contribute to the Improvement Fund (Siena Two A), the debris removal fee and the various deposits and advance payments provided under Clauses 8 and 9 of this Section VI in respect of any Residential Unit or any part of the Village Retained Areas (Siena Two A) which remain(s) unsold after a period of three (3) months from the date of this Sub-Sub-Deed. For the purpose of this Clause 15, a Residential Unit or a part or parts of the Village Retained Areas (Siena Two A) shall be considered as remaining unsold where no agreement for sale and purchase has been entered into between the Registered Owner and a prospective purchaser in respect of such Residential Unit or such part or parts of the Village Retained Areas (Siena Two A).
16. The Manager shall have power to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Village Common Areas (Siena Two A) as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the said Portion. The Manager shall use all reasonable endeavours to ensure that the waste separation and recovery facilities so provided shall consist of material that will not cause any fire hazard and shall be placed in such locations so as not to cause obstruction to any fire escape route and, to the extent that recycling facilities are reasonably available, recyclable materials recovered from the waste separation and recovery facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the said Portion.
17. The Manager shall have power to organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the said Portion and to encourage such Owners and occupiers to participate in such activities with a view to improving the environmental conditions of the said Portion.
18. The Manager shall have power to make Village Rules (Siena Two A) requiring the Owners and occupiers of the said Portion to dispose of their rubbish properly for waste separation and recycling purposes.
19. The Manager shall have the power from time to time to make, revoke and amend the Village Rules (Siena Two A) regulating the use, operation and maintenance of the said Portion including the Village Common Areas (Siena Two A) and the Village

Common Facilities (Siena Two A) and the conduct of persons occupying, using or visiting the same Provided that notwithstanding anything contained in the Principal Deed or in the Sub-Deed or in this Clause, the Manager shall not make, revoke and amend the Village Rules (Siena Two A) in respect of the said Portion except with the prior approval of the Siena Two A Owners' Committee (if formed).

20. The management expenditure which is to be expended by the Manager for effecting any improvement to the Village Common Areas (Siena Two A) and the Village Common Facilities (Siena Two A) shall not exceed ten per cent (10%) of the current annual management budget in respect of the said Portion, save with the prior approval of the Siena Two A Owners' Committee or of the Owners in a meeting of the Owners.
21. The Owners at a meeting of the Owners shall have the power to pass a resolution to require the Manager to appoint an accountant or some other independent auditor nominated by such Owners to audit the annual accounts of the said Portion prepared by the Manager.

SECTION VII

A. MEETINGS OF OWNERS

1. The Owners shall within nine (9) months from the issue of occupation permit of the Low Rise Buildings (Siena Two A) or within nine (9) months from the date of this Sub-Sub-Deed, whichever shall be the later meet for the purpose of electing a Chairman and 3 members to the Siena Two A Owners' Committee for a term of two (2) years and transacting business to be tabled at the meeting.
2. A bi-annual general meeting shall be convened by the Manager or the Siena Two A Owners' Committee and shall be held once in each two (2) calendar years and the Owners shall meet in such bi-annual general meeting for the purpose of electing the Chairman and members of the Siena Two A Owners' Committee as aforesaid and transacting any other business relating to the said Portion of which due notice is given in the notice convening the meeting.
3. A meeting of the Owners, other than the bi-annual general meeting of the Owners, may be convened at any time by the Manager or the Siena Two A Owners' Committee or by those Owners who in aggregate have vested in them for the time

being not less than five per cent (5%) of the total number of Undivided Shares of the said Portion.

4. Undivided shares allocated to the Village Common Areas (Siena Two A) and the Village Common Facilities (Siena Two A) shall not carry any voting rights nor shall such Undivided Shares be taken into account for the purpose of counting the quorum of any meeting of the Owners.
5. The Manager shall send to the meetings a secretary who shall keep a record of the persons present at the meetings and the proceedings thereof.
6.
 - (a) The Owners shall be entitled to notice of meetings of the Owners or to attend or vote at any such meeting.
 - (b) The husband or wife of an Owner being entitled to attend and vote or any proxy of such Owner duly authorised in writing by such Owner shall be entitled to attend and vote on such Owner's behalf.
 - (c) In case of any Owner being entitled to attend and vote and being a corporate body, any representative appointed by such Owner shall be entitled to attend and vote on behalf of such Owner. Such appointment shall be in writing addressed to the Manager and may be revoked at any time on notice in writing being given to the Manager.
 - (d) The Manager shall be represented at the meetings by a duly appointed representative.
 - (e) The Registered Owner may be represented at the meetings by a duly appointed representative who shall be entitled to vote in respect of any Undivided Share of the said Portion held by the Registered Owner.
7. A meeting of the Owners shall be presided over by the Chairman of the Siena Two A Owners' Committee, or in his absence, the Owners present at the meeting shall choose one of them to be the Chairman of that meeting.
8. No business shall be transacted at any time unless a quorum is present in person or by proxy when the meeting proceeds to business and not less than 10% of the Undivided Shares of the said Portion and the said representative of the Manager shall be a quorum.

9. All resolutions put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner (or by the representative of the Manager or the Registered Owner) entitled to be present and present in person or by proxy at the meeting. A poll, if demanded, shall be taken at such time and in such manner as the Chairman shall direct.
10. On a show of hands, every Owner including the Registered Owner present either in person or by proxy or by a duly authorised representative at the meeting shall have one vote. In case of a poll, every Owner including the Registered Owner in respect of every Undivided Share of the said Portion owned by him shall have one vote for every Undivided Share of the said Portion held by him. Votes may be given either personally or by proxy or by a duly authorised representative of the Owner.
11. If an Undivided Share of the said Portion is owned by two (2) or more persons, any vote in respect of that Undivided Share of the said Portion may be cast :-
 - (a) by a proxy appointed by any one of the co-owners;
 - (b) by one (1) co-owner appointed by the others; or
 - (c) if no appointment has been made under sub-paragraphs (a) and (b), by the co-owner whose name stands first in relation to that Undivided Share of the said Portion in the register kept at the Islands New Territories Land Registry.
12. In the case of an equality of votes the person presiding over the meeting shall have a second or casting vote.
13. An instrument appointing a proxy shall be in writing signed by the Owner or, if the Owner is a body corporate, under the seal of that body and shall be lodged with the secretary not less than 24 hours before the time for the holding of the meeting at which such proxy proposes to vote, or within such lesser time as the Chairman of the meeting shall allow, otherwise such appointment shall have no effect.
14. An Owner who has failed to pay his due proportion of the Management Expenses and the Manager's Remuneration shall not be entitled to be present or to vote at any meeting of the Owners.

15. All resolutions passed at a meeting duly convened and held shall be binding on all Owners insofar as the said Portion is concerned but such resolutions shall not be binding on the Manager or conflict with the provisions of this Sub-Sub-Deed, the Sub-Deed, the Principal Deed or the City Rules or Village Rules (Siena Two A) (if any) or any decision of the City Owners' Committee or the Village Owners' Committee or the meetings of the Owners of the Village.
16. The purpose of such meetings, in addition to the election of Chairman and members of the Siena Two A Owners' Committee as aforesaid, shall be to discuss matters relating to the said Portion. The Owners attending such meetings shall have the power to pass a resolution to require the Manager to appoint an accountant or some other independent auditor nominated by such Owners to audit the annual accounts of the said Portion prepared by the Manager. The Owners agree that the meeting of the Owners shall be the proper forum to discuss any matters which relate exclusively to the said Portion and the Owners shall not raise any such matters in the meeting of the Owners of the Village for discussion or propose any resolution which relate exclusively to the said Portion to be passed in the meeting of the Owners of the Village.
17. The Chairman and members of the Siena Two A 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 proxy at the meeting. As soon as all candidates have been proposed and seconded and provided that such candidates consent to be elected their names will be put before the meeting who will vote thereon PROVIDED THAT where the current Chairman of the Siena Two A Owners' Committee offers himself for re-election as the Chairman of the Siena Two A Owners' Committee, he shall not chair any meeting at which such election shall take place, in which case any Owner (or in the case of an Owner being a corporate body, the representative appointed by such Owner) not standing for such election or the Manager or a duly appointed representative of the Manager shall chair such meeting.

B. MEETINGS OF THE SIENA TWO A OWNERS' COMMITTEE

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

provisions of the Principal Deed and the Sub-Deed, the Chairman of the Committee shall not, by virtue of such office, be a member of the City Owners' Committee.

2. The meeting of the Committee shall be convened by the Manager by at least seven (7) days' notice in writing specifying the time and place of the meeting and the subjects to be discussed.
3. The Manager shall send to the meetings a secretary who shall keep a record of the persons present at the meetings and the proceedings thereof.
4. The Manager may be represented at the meetings by a duly appointed representative.
5. The Chairman or any three (3) members may request the Manager to convene a meeting and the Manager shall, upon such request, convene the meeting in accordance with the provisions of Clause 2 of Subsection B of Section VII of this Sub-Sub-Deed.
6. No business shall be transacted at any time unless a quorum is present when the meeting proceeds to business and not less than three (3) members of the Committee shall be a quorum.
7. All resolutions put to the vote of the meeting shall be decided by a simple majority. Each member shall have one (1) vote and votes can be given either in person by members present at the meeting or, where any member is not present in person at the meeting (the "absentee member"), either by a representative of the Manager appointed for this purpose by the absentee member or by an alternate member appointed for this purpose by the absentee member provided that such alternate member must also be a member of the Committee. For the avoidance of doubt, such alternate member shall be entitled to vote on behalf of the absentee member in addition to his entitlement to vote in his own right as a member of the Committee. The Manager or his representative, save in the capacity as a representative appointed by the absentee member for the purpose of this Clause 7, shall not be entitled to vote in any meeting of the Committee.
8. All resolutions passed at a meeting of the Committee duly convened and held shall be binding on all Owners insofar as the said Portion is concerned but such resolution shall not be binding on the Manager or conflict with the provisions of this Sub-Sub-Deed, the Sub-Deed, the Principal Deed or the City Rules or Village Rules

(Siena Two A) (if any) or any decision of the City Owners' Committee or the Village Owners' Committee or the meetings of the Owners of the Village.

9. The purpose of a meeting of the Committee shall be to discuss matters relating to the said Portion, to fill any casual vacancy which may occur in the post of Chairman or other member of the Committee but any person appointed to fill such position shall vacate such position at the conclusion of the next meeting of the Owners but such person may offer himself for re-election in accordance with Clause 17 of Subsection A of Section VII of this Sub-Sub-Deed to make suggestion for the amendment, deletion or addition to the Village Rules (Siena Two A) and to decide on and undertake such duties as the Manager may delegate to the Committee. The Owners agree that the Committee shall be the proper forum to discuss any matters which relate exclusively to the said Portion and the Owners shall not raise any such matters in the Village Owners' Committee for discussion or propose any resolution which relate exclusively to the said Portion to be passed in the Village Owners' Committee.
10. The Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced to below three (3). In the event that the number is reduced to below three (3), the remaining members of the Committee may act but only for the purpose of calling for a meeting to fill in the vacancy.
11. A member shall hold office until the next election provided that he shall nevertheless cease to hold office if:-
 - (a) he resigns by notice in writing to the Committee;
 - (b) he ceases to be an Owner;
 - (c) he becomes bankrupt or is wound up or is insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving dishonesty;
 - (d) he becomes incapacitated by physical or mental illness or death; or
 - (e) he has defaulted in paying his contribution towards the Management Expenses.

SECTION VIII

MISCELLANEOUS PROVISIONS

1. Notwithstanding anything herein contained, the Owners shall in accordance with the Management Units allocated to the part or parts of the Village owned by them contribute to the expense for the maintenance, repair and the carrying out of all works in respect of the Slopes and Retaining Walls in accordance with the “Geoguide 5 – Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended from time to time) and the slope maintenance manual. A plan of such areas is annexed hereto for identification purposes and a copy of the slope maintenance manual will be deposited in the Manager’s office within one month of the execution of this Sub-Sub-Deed and kept available during office hours for inspection by the Owners free of charge. The Manager is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition any of such Slopes and Retaining Walls in accordance with such slope maintenance manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. The Manager shall have the right to demand the Owners for payment to the Manager of all costs lawfully incurred or to be incurred by the Manager in carrying out such works regarding the maintenance of the Slopes and Retaining Walls. The Manager shall not be personally liable for carrying out any such works regarding the maintenance of the Slopes and Retaining Walls which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.
2. The provisions of the Seventh Schedule of the Building Management Ordinance (Cap.344) shall be incorporated into and form part of this Sub-Sub-Deed. The provisions of the Eighth Schedule to the Building Management Ordinance (Cap. 344) in force as at the date of this Sub-Sub-Deed shall, save and except that the reference to “owners’ committee” in the Eighth Schedule to the Building Management Ordinance (Cap. 344) be amended to “Siena Two A Owners’ Committee” and to the extent that they are consistent with the Principal Deed and the Sub-Deed, be incorporated into this Sub-Sub-Deed (the “incorporated provisions”) and to the extent that any provision in this Sub-Sub-Deed is inconsistent with the incorporated provisions, the incorporated provisions shall prevail.
3. (a) A set of plans showing the Village Common Areas (Siena Two A) and certified by the Authorised Person as such is annexed hereto with the Village

Common Areas (Siena Two A) shown and coloured Green thereon for identification purpose.

- (b) A copy of a set of such plans shall be kept at the Manager's Office in the Village and may be inspected by the Owners free of charge during the normal office hours of the Manager.
4. The mutual covenants herein contained are intended to be annexed to and shall run with the land and each and every Undivided Share therein and shall be enforceable by and against the Owners for the time being of such Undivided Shares both as to the benefit and burden of such covenants, and any Ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or buildings shall apply to this Sub-Sub-Deed Provided however that no person shall be liable for any of the covenants or provisions of this Sub-Sub-Deed in respect of any Undivided Share owned by him after ceasing to be an Owner save and except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.
5. The Registered Owner shall at its own cost provide a direct translation or summary in Chinese of this Sub-Sub-Deed within three (3) months from the execution hereof and shall ensure that it is available for inspection by the Owners at the management office in the Village. A copy of the Chinese translation or summary shall be provided to any Owner upon request at the expense of such Owner. In the event of any dispute between the Chinese translation or summary and the English document, the latter shall prevail.
6. Any Owner not occupying his Residential Unit must provide the Manager with an address within the jurisdiction of the Hong Kong Special Administrative Region for service of notices under the terms of this Sub-Sub-Deed, failing which the address of his Residential Unit shall be deemed to be his address for service.

IN WITNESS whereof the Registered Owner, the Manager and the First Purchaser have caused this Sub-Sub-Deed to be duly executed the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

<u>First Column</u>	<u>Second Column</u>	<u>Third Column</u>	<u>Fourth Column</u>
	Undivided Shares Of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary works erected on Greenvale Village	Management Units
(A) Residential Units			
<u>Blocks 8 and 10 (2 blocks)</u>			
<u>Floor</u>	<u>Flat</u>		
Ground	A + Garden + Yard	11/250,000th shares	11/21,400th shares
	B + Garden + Yard	13/250,000th shares	13/21,400th shares
1st	A + Flat Roof (Terrace)	11/250,000th shares	11/21,400th shares
	B + Flat Roof (Terrace)	13/250,000th shares	13/21,400th shares
2nd	A + Flat Roof (Terrace)	10/250,000th shares	10/21,400th shares
	B + Flat Roof (Terrace)	12/250,000th shares	12/21,400th shares
Sub-Total :		140/250,000th shares	140/21,400th shares
<u>Blocks 12 and 16 (2 blocks)</u>			
<u>Floor</u>	<u>Flat</u>		
Ground	A + Garden + Yard	11/250,000th shares	11/21,400th shares
	B + Garden + Yard	13/250,000th shares	13/21,400th shares
1st	A + Flat Roof (Terrace)	11/250,000th shares	11/21,400th shares
	B + Flat Roof (Terrace)	13/250,000th shares	13/21,400th shares
2nd & 3rd (Duplex)	A + Flat Roof (Terrace)	14/250,000th shares	14/21,400th shares
	B + Flat Roof (Terrace)	16/250,000th shares	16/21,400th shares
Sub-Total :		156/250,000th shares	156/21,400th shares

Blocks 28 and 30 (2 blocks)*

<u>Floor</u>	<u>Flat</u>			
Ground	A + Garden + Yard	7/250,000th shares	7/21,400th shares	7 management units
	B + Garden	5/250,000th shares	5/21,400th shares	5 management units
	C + Garden	5/250,000th shares	5/21,400th shares	5 management units
	D + Garden + Yard	5/250,000th shares	5/21,400th shares	5 management units
1st, 2nd, 3rd, 5th & 6th	A	7/250,000th shares	7/21,400th shares	7 management units
	B	5/250,000th shares	5/21,400th shares	5 management units
	C	5/250,000th shares	5/21,400th shares	5 management units
	D	5/250,000th shares	5/21,400th shares	5 management units
Sub-Total :		264/250,000th shares	264/21,400th shares	264 management units

Blocks 6, 22 and 26 (3 blocks)*

<u>Floor</u>	<u>Flat</u>			
Ground	A + Garden + Yard	12/250,000th shares	12/21,400th shares	12 management units
	B + Garden + Yard	14/250,000th shares	14/21,400th shares	14 management units
1st	A + Flat Roof (Terrace)	12/250,000th shares	12/21,400th shares	12 management units
	B + Flat Roof (Terrace)	13/250,000th shares	13/21,400th shares	13 management units
2nd	A + Flat Roof (Terrace)	11/250,000th shares	11/21,400th shares	11 management units
	B + Flat Roof (Terrace)	13/250,000th shares	13/21,400th shares	13 management units
3rd	A	11/250,000th shares	11/21,400th shares	11 management units
	B	13/250,000th shares	13/21,400th shares	13 management units
5th & 6th (Duplex)	A + Flat Roof (Terrace)	15/250,000th shares	15/21,400th shares	15 management units
	B + Flat Roof (Terrace)	17/250,000th shares	17/21,400th shares	17 management units
Sub-Total :		393/250,000th shares	393/21,400th shares	393 management units

Blocks 18 and 20 (2 blocks)*

<u>Floor</u> Ground	<u>Flat</u> A + Garden + Yard	12/250,000th shares	12/21,400th shares	12 management units
	B + Garden + Yard	14/250,000th shares	14/21,400th shares	14 management units
1st	A + Flat Roof (Terrace)	12/250,000th shares	12/21,400th shares	12 management units
	B + Flat Roof (Terrace)	13/250,000th shares	13/21,400th shares	13 management units
2nd	A + Flat Roof (Terrace)	11/250,000th shares	11/21,400th shares	11 management units
	B + Flat Roof (Terrace)	13/250,000th shares	13/21,400th shares	13 management units
3rd & 5th (Duplex)	A + Flat Roof (Terrace)	15/250,000th shares	15/21,400th shares	15 management units
	B + Flat Roof (Terrace)	17/250,000th shares	17/21,400th shares	17 management units
Sub-Total :		214/250,000th shares	214/21,400th shares	214 management units

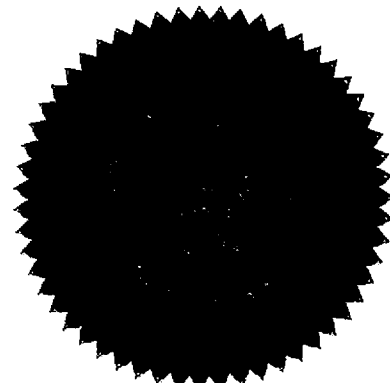
* Note : There is no designation of 4th Floor in the Blocks

(B) Village Retained Areas (Siena Two A)	34/250,000th shares	34/21,400th shares	34 management units
<u>Summary</u>			
Low Rise Buildings (Siena Two A)	1,167/250,000th shares	1,167/21,400th shares	1,167 management units
Village Retained Areas (Siena Two A)	34/250,000th shares	34/21,400th shares	34 management units
Total :	1,201/250,000th shares	1,201/21,400th shares	1,201 management units

SEALED with the Common Seal of the)
)
 Registered Owner in the presence of and)
)
 SIGNED by)
)
HO Pak Ching Loretta)
 Director, and **MAK Sau Ching Ida**, Secretary)
 director(s)/person(s) duly authorised by a)
)
 resolution of its board of directors whose)
)
 signature(s) is/are verified by :-)

Loretta Ho

Ida Mak



MA KAM WA

MA KAM WA

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

SIGNED SEALED and DELIVERED by)
)
 the First Purchaser (who having been)
)
 previously identified by the production of)
)
 their respective Hong Kong Identity Cards)
)
 Nos.K535601(6) and E482706(A)))
)
 in the presence of :-)

[Signature]

[Signature]



[Signature]

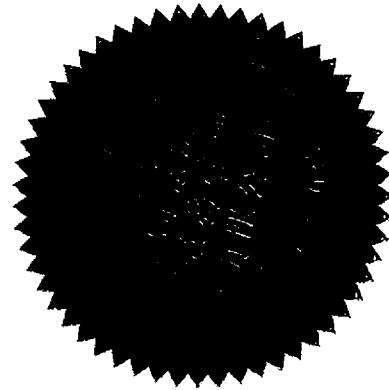
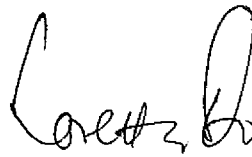
Lam Sui Yuet, Wendy
 Clerk to Messrs. Kao, Lee & Yip,
 Solicitors, Hong Kong SAR

I hereby verify the signature
of Lam Sui Yuet, Wendy

[Signature]

LI WING YIN AMY
 Solicitor, Hong Kong SAR
 Messrs. Kao, Lee & Yip

SEALED with the Common Seal of the)
)
Manager in the presence of and SIGNED by)
)
HO Pak Ching Loretta)
Director)
)
director(s)/person(s) duly authorised by a)
)
resolution of its board of directors whose)
)
signature(s) is/are verified by :-)



MA KAM WA
Solicitor, Hong Kong SAR
Messrs. Kao, Lee & Yip

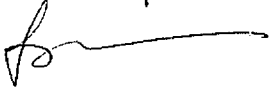
Dated the 27th day of March 2003.

SUB-SUB-DEED OF MUTUAL COVENANT

in respect of

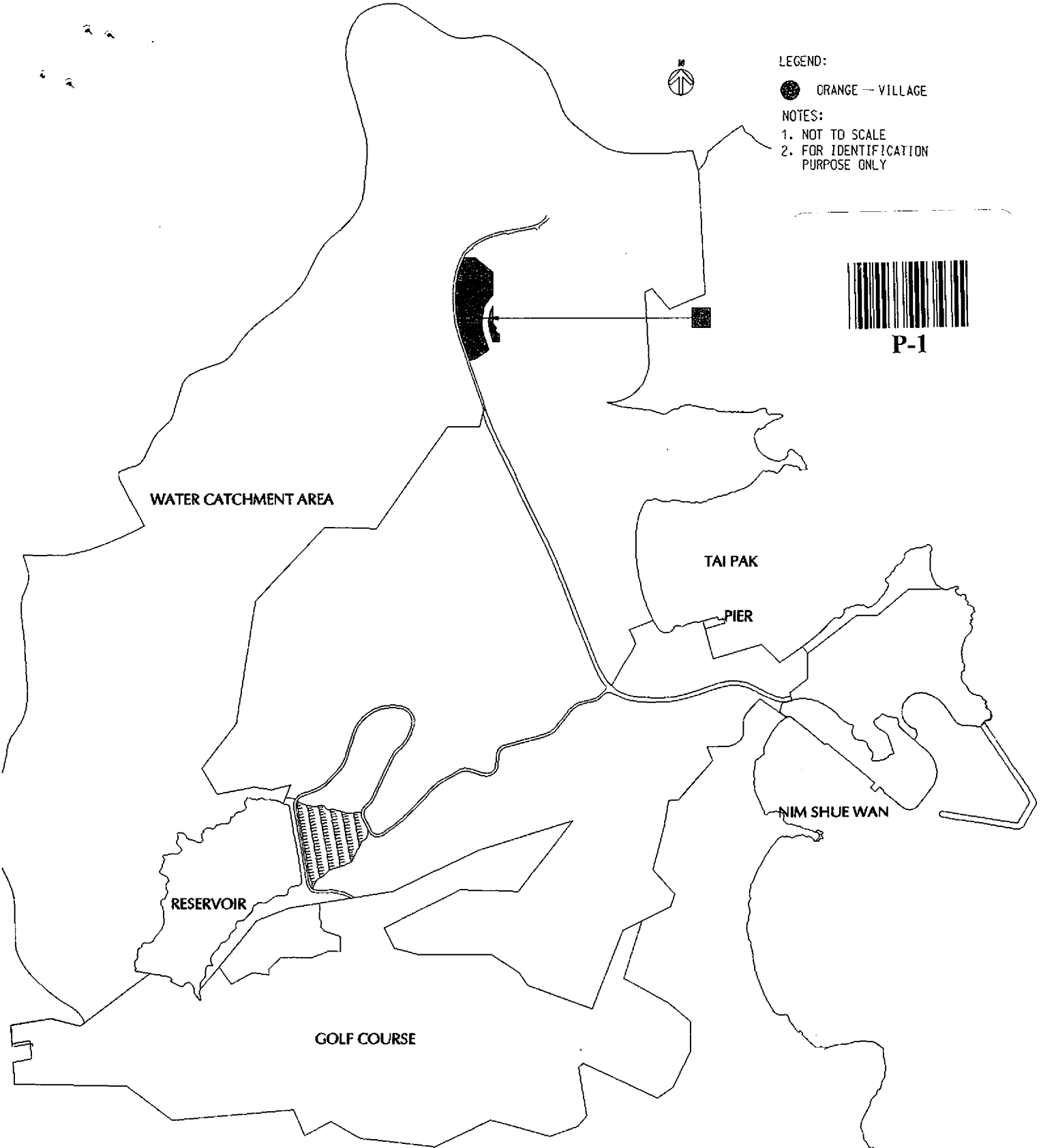
**SIENA TWO A, AREA N1a (Portion), THE
REMAINING PORTION OF LOT NO.385 IN
DEMARICATION DISTRICT NO.352 AND THE
EXTENSIONS THERETO, DISCOVERY BAY,
LANTAU ISLAND, HONG KONG**

REGISTERED in the Islands
New Territories Land Registry
by Memorial No. 314645
on 23 April 2003


for Land Registrar

KAO, LEE & YIP
SOLICITORS & NOTARIES
17TH FLOOR, GLOUCESTER TOWER
THE LANDMARK, CENTRAL
HONG KONG

Ref : K/LWY/49728/RM/wls (CV)



SITE PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

**RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.**



IS M/N 314645



P-1

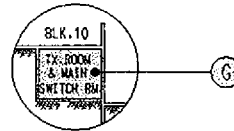
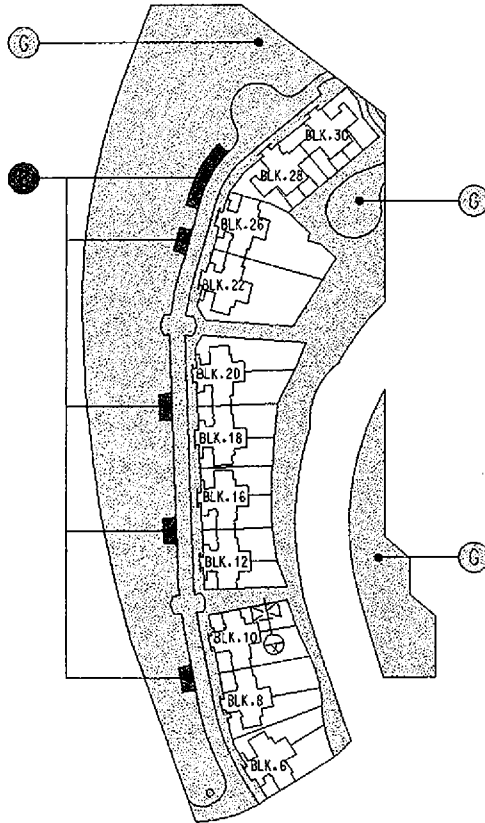


LEGEND:

- ⊙ GREEN — VILLAGE COMMON AREAS
- BROWN — VILLAGE RETAINED AREAS
- ⊠ UNDERGROUND TX. ROOM

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



SECTION X

VILLAGE PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

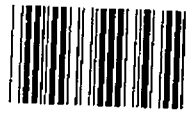
RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

LEGEND:

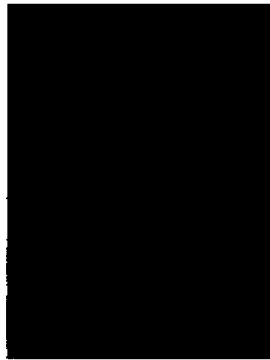
■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



LOWER GROUND FLOOR PLAN

(BLOCK 6)
 (SIMILAR BUT HANDED)
 (BLOCK 18)
 (SIMILAR BUT HANDED FOR BLOCK 20)
 (BLOCK 22)
 (SIMILAR BUT HANDED FOR BLOCK 26)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS M/A 314645



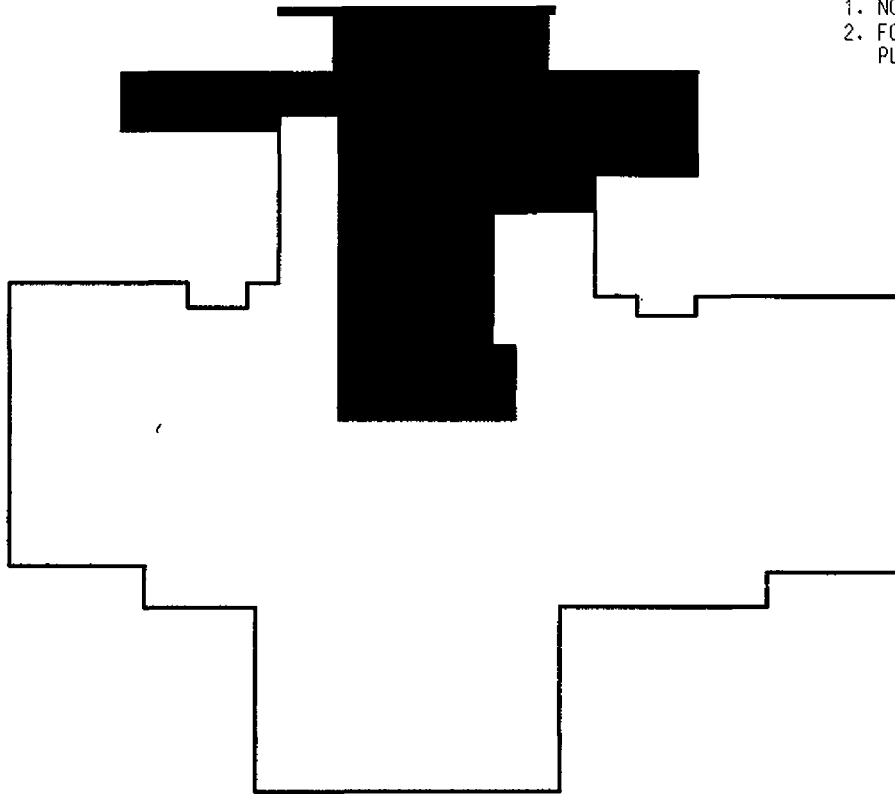
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



GROUND FLOOR PLAN

- (BLOCK 6)
- (SIMILAR BUT HANDED)
- (BLOCK 18)
- (SIMILAR BUT HANDED FOR BLOCK 20)
- (BLOCK 22)
- (SIMILAR BUT HANDED FOR BLOCK 26)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE:SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO,DISCOVERY BAY,LANTAU ISLAND.



IS 1/41 314645



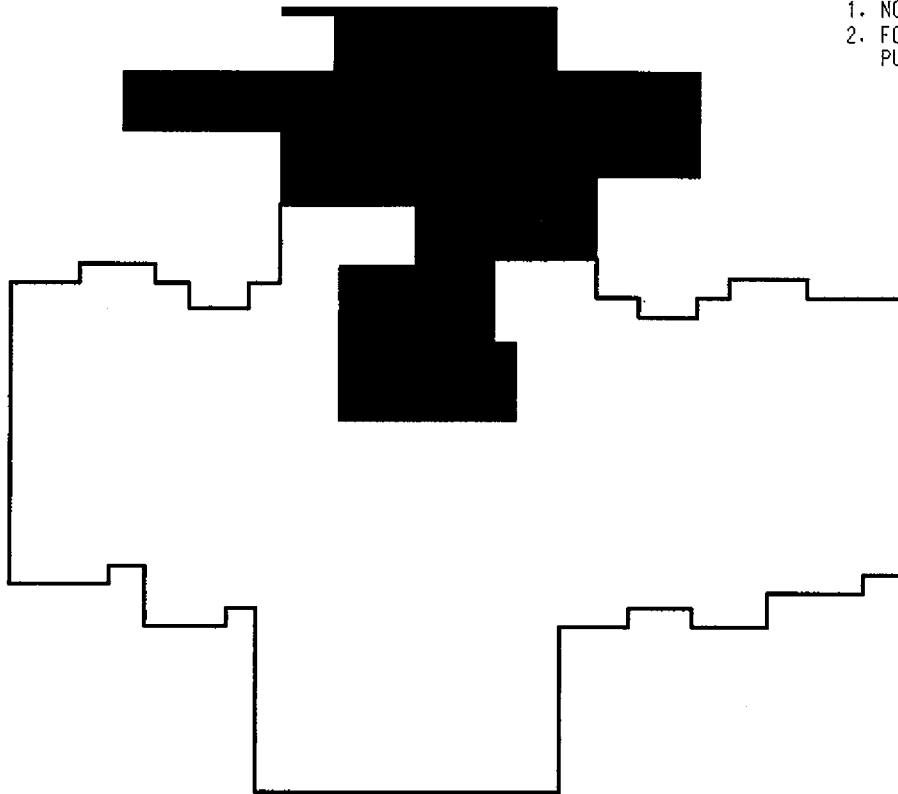
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



1ST FLOOR PLAN

(BLOCK 6)
 (SIMILAR BUT HANDED)
 (BLOCK 18)
 (SIMILAR BUT HANDED FOR BLOCK 20)
 (BLOCK 22)
 (SIMILAR BUT HANDED FOR BLOCK 26)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS MK 314645



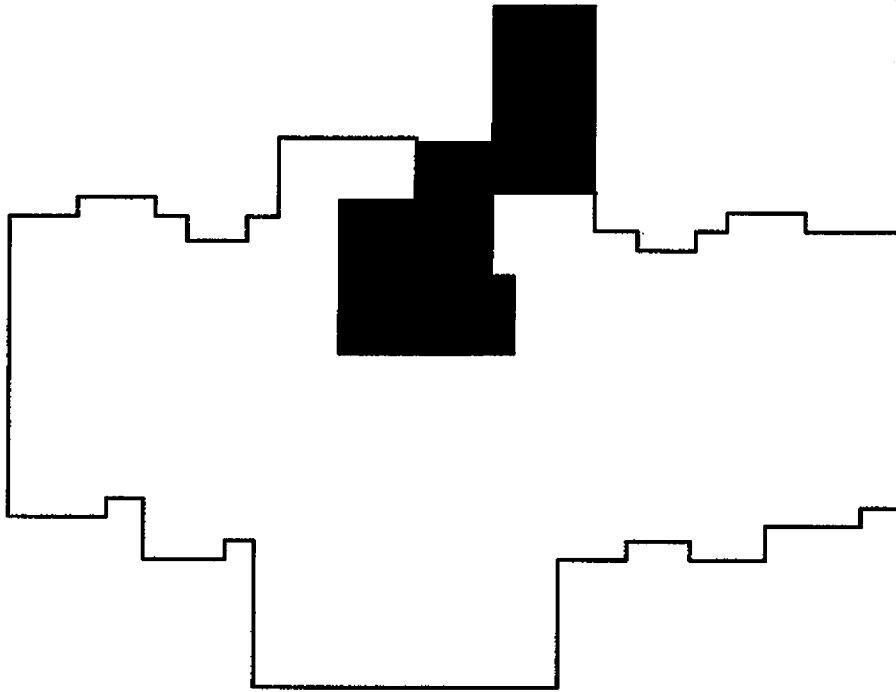
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



2ND FLOOR PLAN

- (BLOCK 6)
- (SIMILAR BUT HANDED)
- (BLOCK 18)
- (SIMILAR BUT HANDED FOR BLOCK 20)
- (BLOCK 22)
- (SIMILAR BUT HANDED FOR BLOCK 26)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



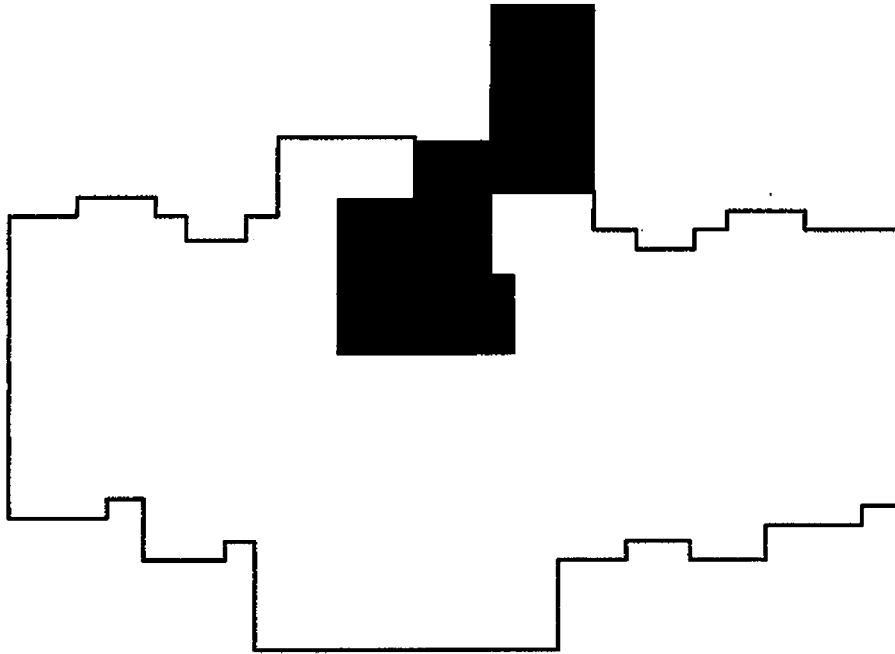
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



3RD FLOOR PLAN

(BLOCK 6)
 (SIMILAR BUT HANDED)
 (BLOCK 22)
 (SIMILAR BUT HANDED FOR BLOCK 26)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

LEGEND:

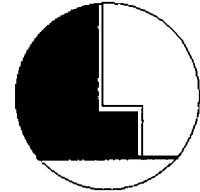
■ RED - VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

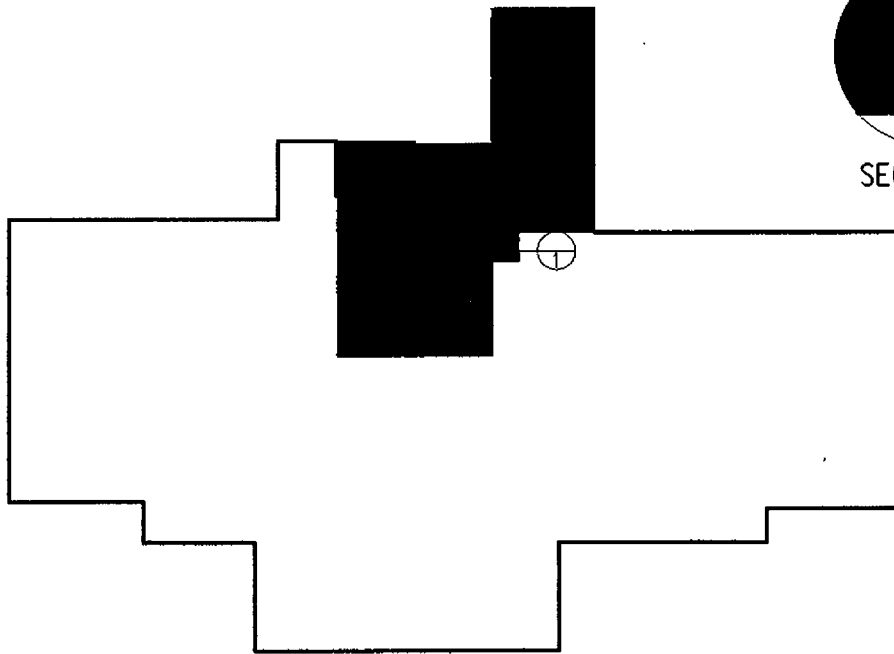
1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



SECTION 1



5TH FLOOR PLAN (LOWER DUPLEX)

(BLOCK 6)
 (SIMILAR BUT HANDED)
 (BLOCK 22)
 (SIMILAR BUT HANDED FOR BLOCK 26)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS N/A 314645

LEGEND:

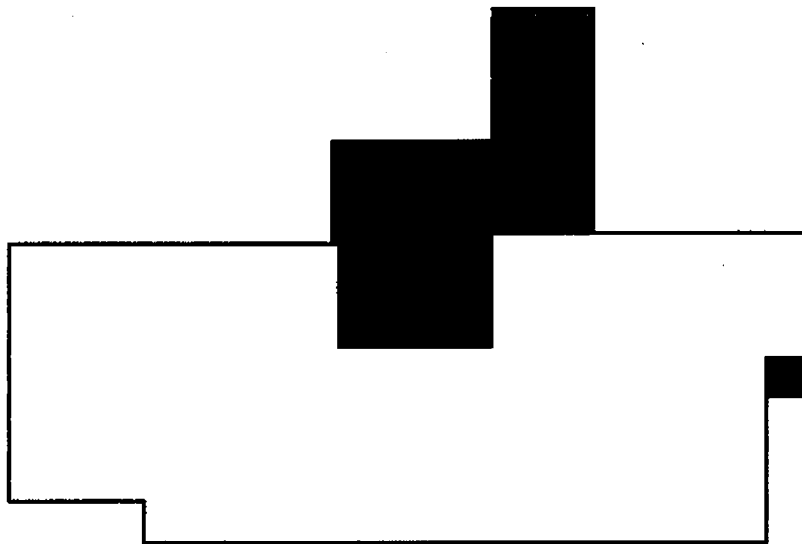
■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



6TH FLOOR PLAN (UPPER DUPLEX)

(BLOCK 6)
(SIMILAR BUT HANDED)
(BLOCK 22)
(SIMILAR BUT HANDED FOR BLOCK 26)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 1/4 314645

LEGEND:

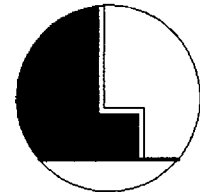
■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

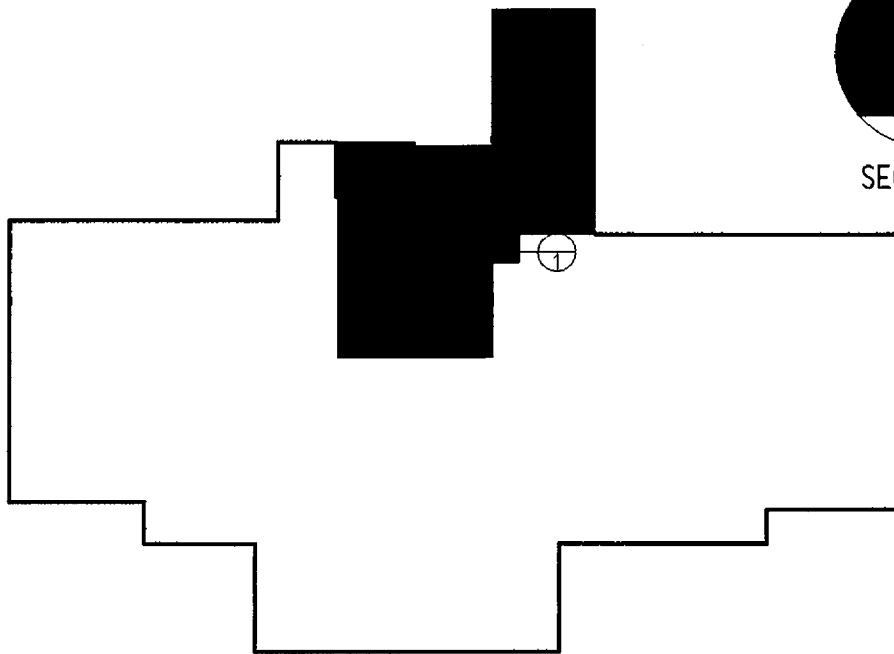
- 1. NOT TO SCALE
- 2. FOR IDENTIFICATION PURPOSE ONLY



P-1



SECTION 1



3RD FLOOR PLAN (LOWER DUPLEX)

(BLOCK 18)

(SIMILAR BUT HANDED FOR BLOCK 20)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS *SK* 3 14645

LEGEND:

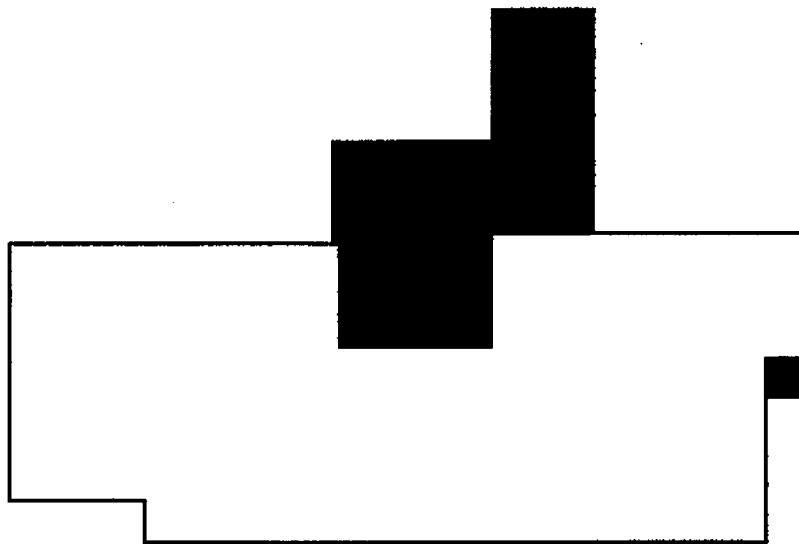
■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



5TH FLOOR PLAN (UPPER DUPLEX)

(BLOCK 18)

(SIMILAR BUT HANDED FOR BLOCK 20)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



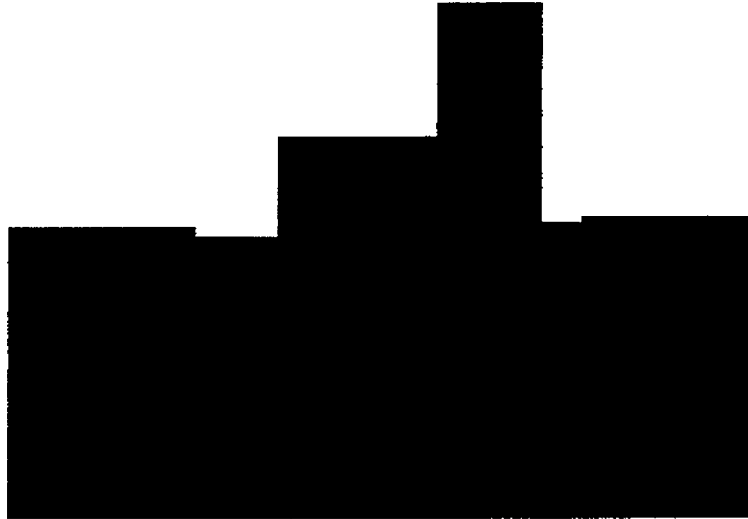
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



ROOF PLAN

- (BLOCK 6)
- (SIMILAR BUT HANDED)
- (BLOCK 18)
- (SIMILAR BUT HANDED FOR BLOCK 20)
- (BLOCK 22)
- (SIMILAR BUT HANDED FOR BLOCK 26)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE:SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO,DISCOVERY BAY,LANTAU ISLAND.



IS MK 3146 45

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)



P-1

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



PITCH ROOF PLAN

(BLOCK 6)
(SIMILAR BUT HANDED)
(BLOCK 18)
(SIMILAR BUT HANDED FOR BLOCK 20)
(BLOCK 22)
(SIMILAR BUT HANDED FOR BLOCK 26)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS N/A 314645



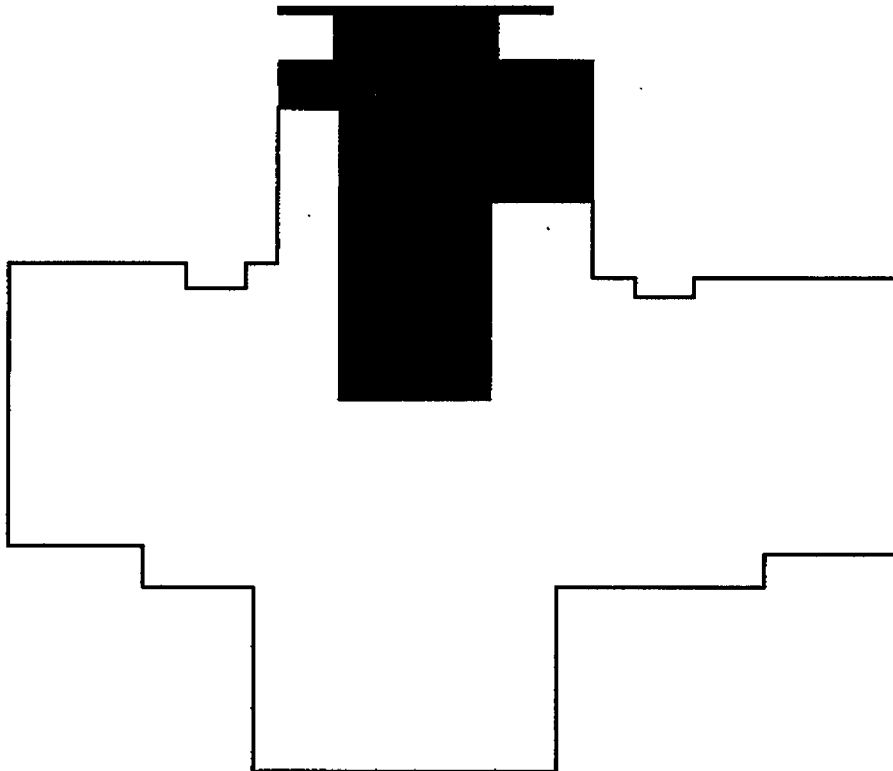
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



GROUND FLOOR PLAN

(BLOCK 8)

(SIMILAR BUT HANDED FOR BLOCK 10)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT



RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

IS M/ 314645



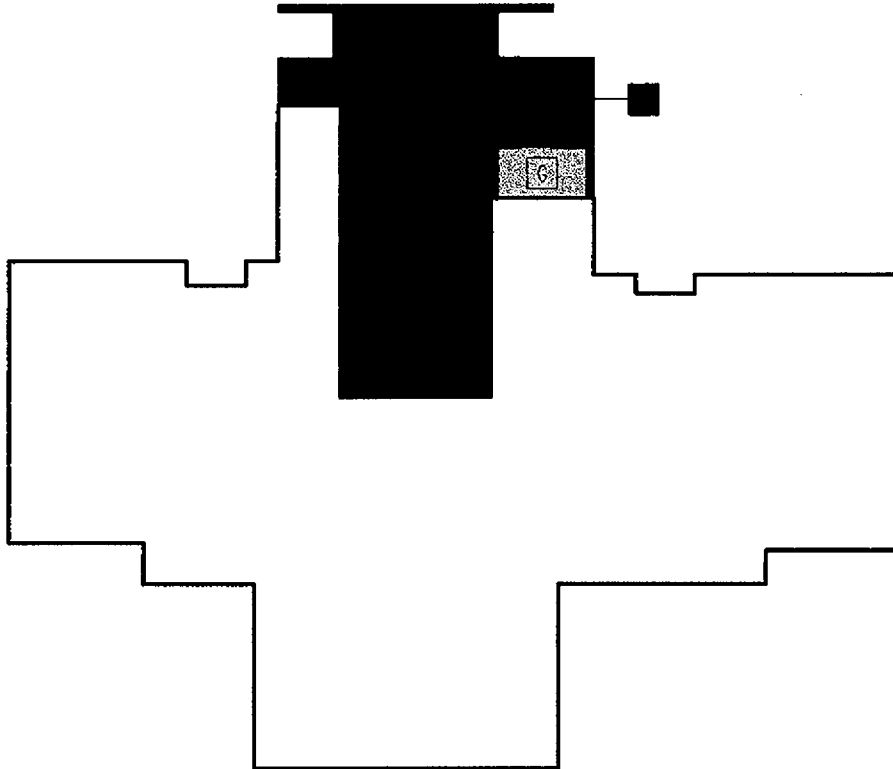
P-1

LEGEND:

-  RED — VILLAGE COMMON AREAS (BUILDING COMMON AREAS)
-  GREEN — VILLAGE COMMON AREAS

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



GROUND FLOOR PLAN

(BLOCK 10)
(SIMILAR BUT HANDED)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE:SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO,DISCOVERY BAY,LANTAU ISLAND.



IS M/N 314645



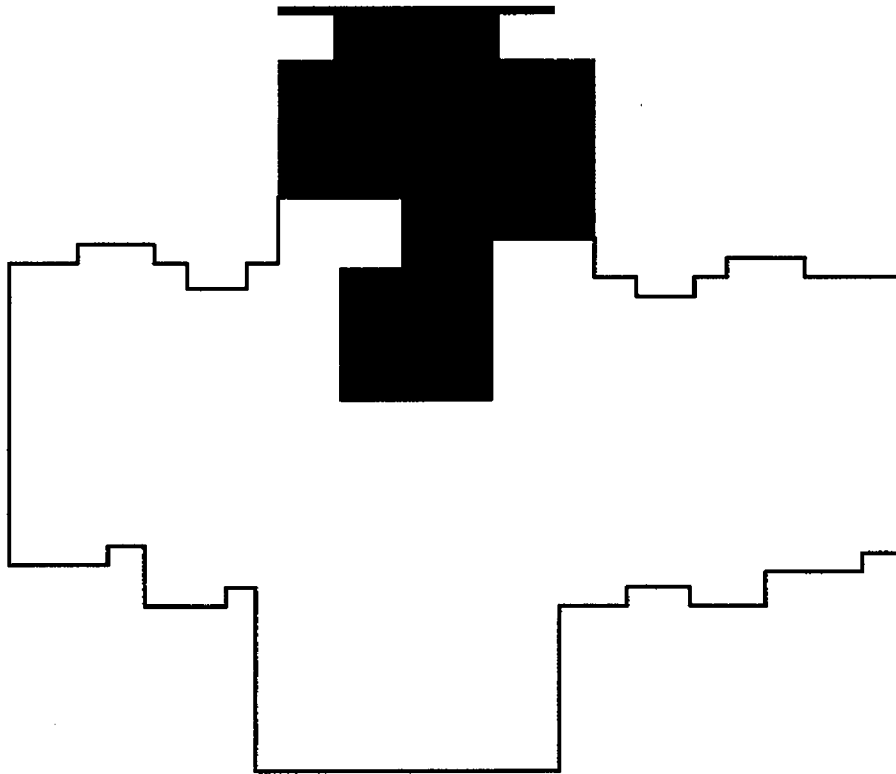
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



1ST FLOOR PLAN

(BLOCK 8)

(SIMILAR BUT HANDED FOR BLOCK 10)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



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LEGEND:

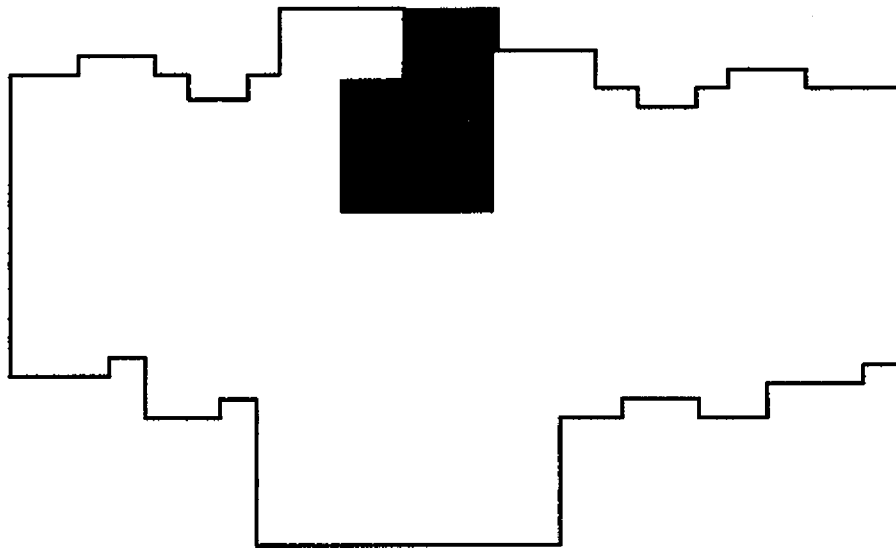
■ RED --- VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



P-1



2ND FLOOR PLAN

(BLOCK 8)

(SIMILAR BUT HANDED FOR BLOCK 10)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

LEGEND:

■ RED - VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



PITCH FLOOR PLAN

(BLOCK 8)

(SIMILAR BUT HANDED FOR BLOCK 10)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



LOWER GROUND FLOOR PLAN

(BLOCK 12)

(SIMILAR BUT HANDED FOR BLOCK 16)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



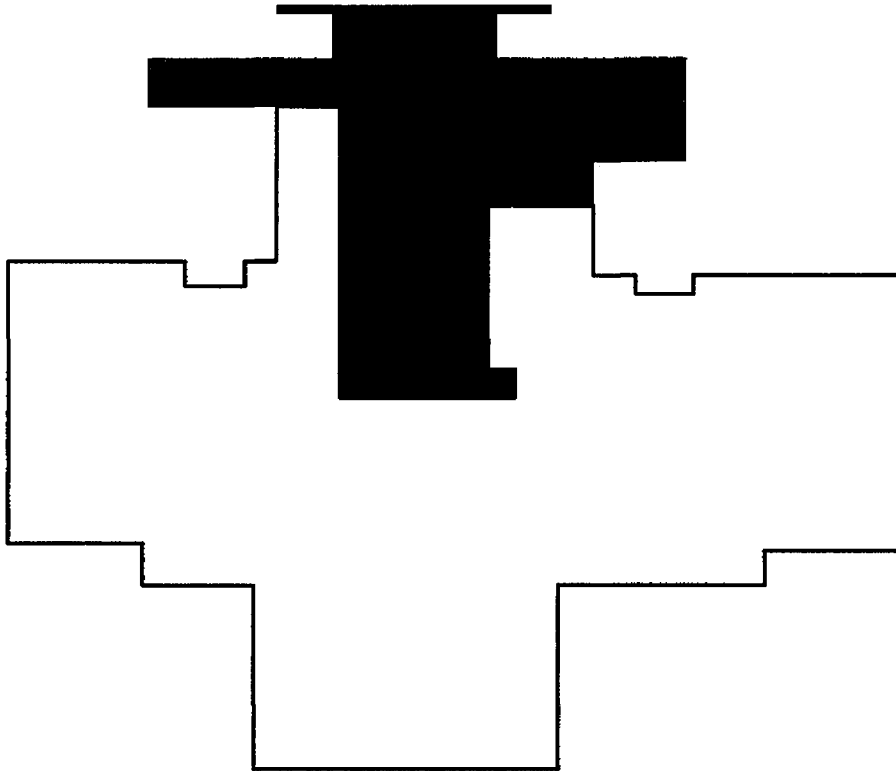
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



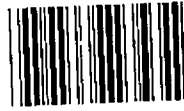
GROUND FLOOR PLAN

(BLOCK 12)

(SIMILAR BUT HANDED FOR BLOCK 16)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



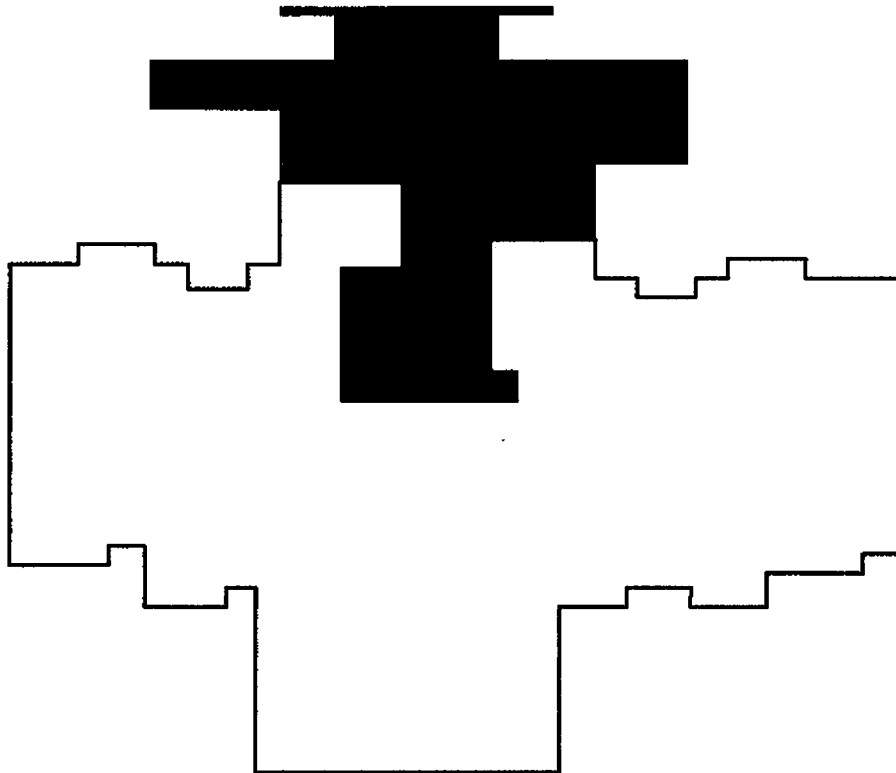
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



1ST FLOOR PLAN

(BLOCK 12)

(SIMILAR BUT HANDED FOR BLOCK 16)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



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LEGEND:

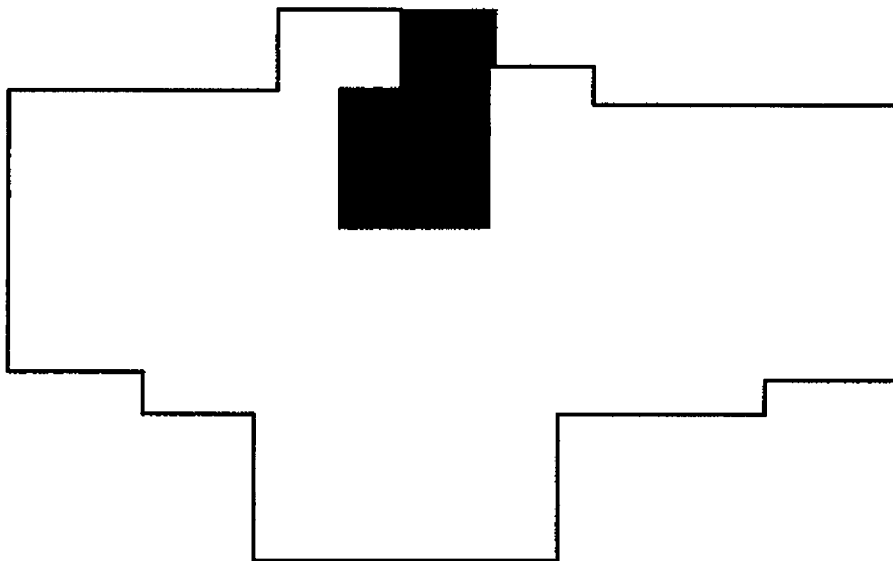
■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



2ND FLOOR PLAN (LOWER DUPLEX)

(BLOCK 12)

(SIMILAR BUT HANDED FOR BLOCK 16)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

LEGEND:

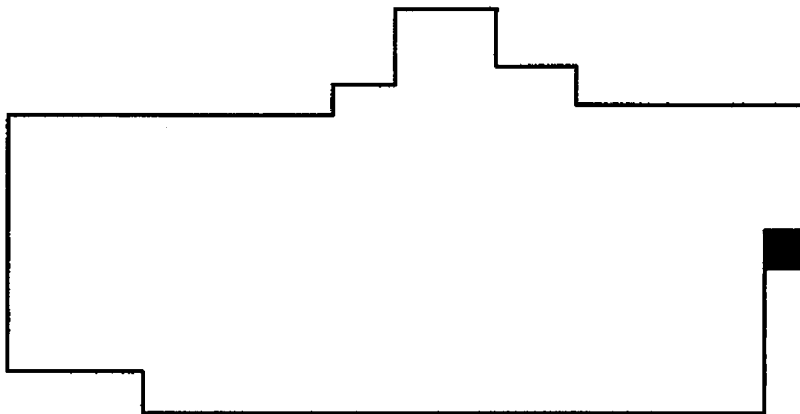
■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



3RD FLOOR PLAN (UPPER DUPLEX)

(BLOCK 12)

(SIMILAR BUT HANDED FOR BLOCK 16)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS *M/K* 314645

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



PITCH ROOF PLAN

(BLOCK 12)

(SIMILAR BUT HANDED FOR BLOCK 16)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 314645



P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



LOWER GROUND FLOOR PLAN

(BLOCK 28)

(SIMILAR BUT HANDED FOR BLOCK 30)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS ~~N~~ 314645



P-1

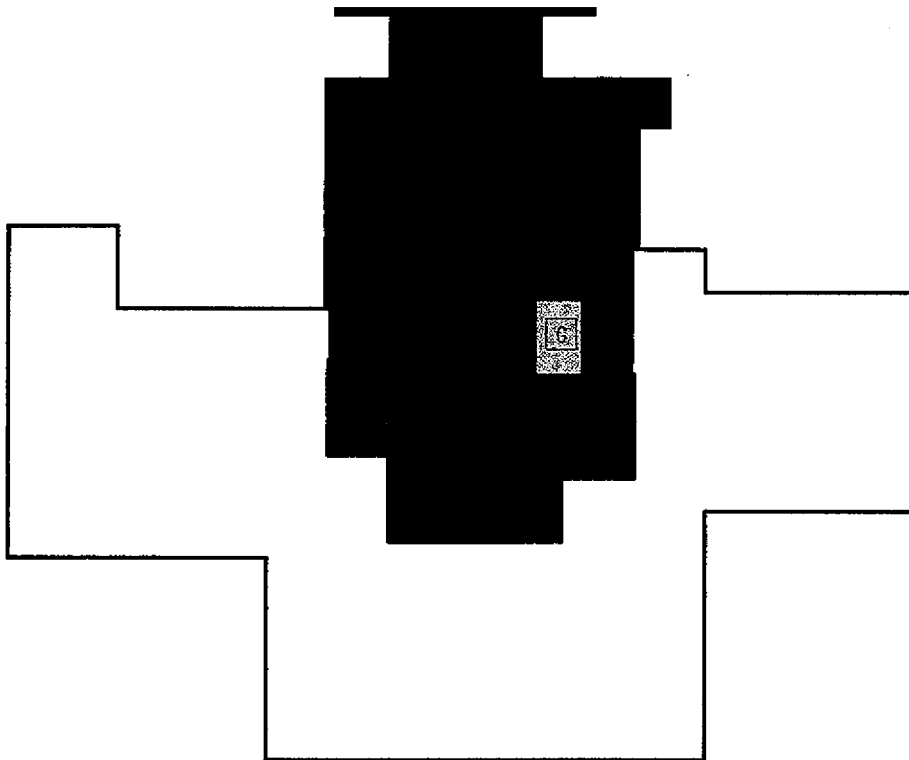
LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

□ GREEN — VILLAGE COMMON AREAS

NOTES:

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



GROUND FLOOR PLAN

(BLOCK 28)

(SIMILAR BUT HANDED FOR BLOCK 30)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1α (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

✻ IS M/ 314645



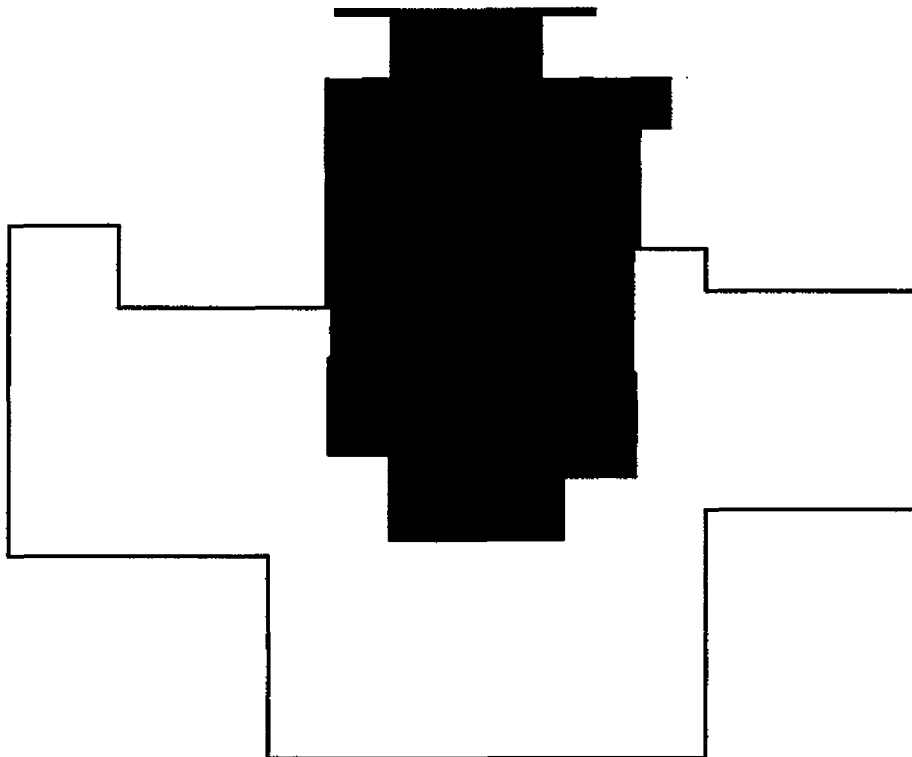
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



GROUND FLOOR PLAN

(BLOCK 30)
(SIMILAR BUT HANDED)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



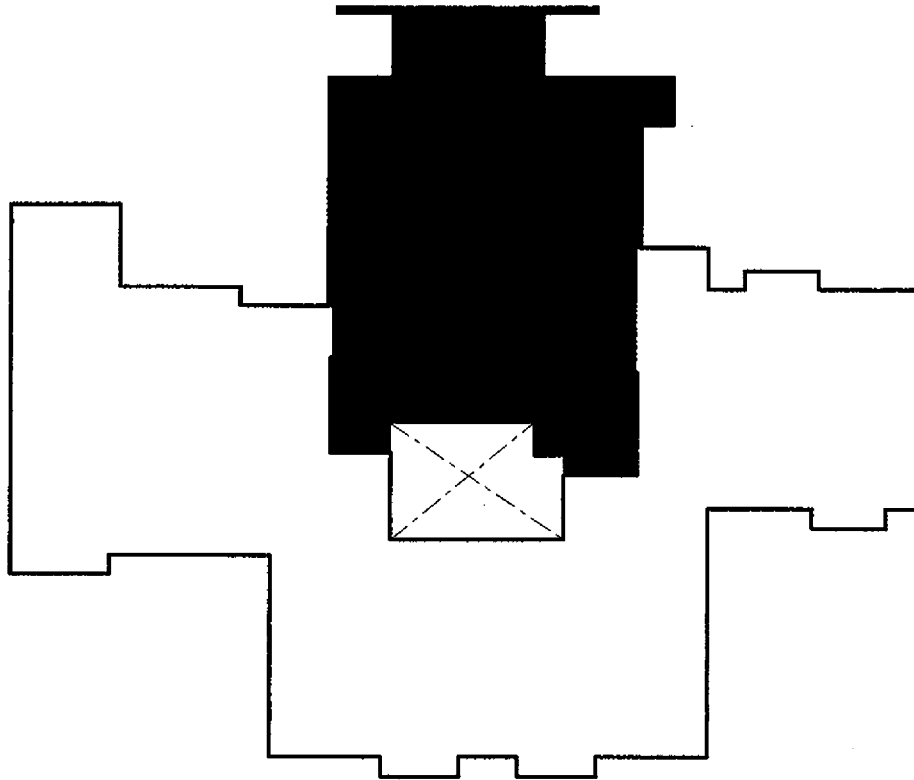
P-1

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

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



1ST FLOOR PLAN

(BLOCK 28)

(SIMILAR BUT HANDED FOR BLOCK 30)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

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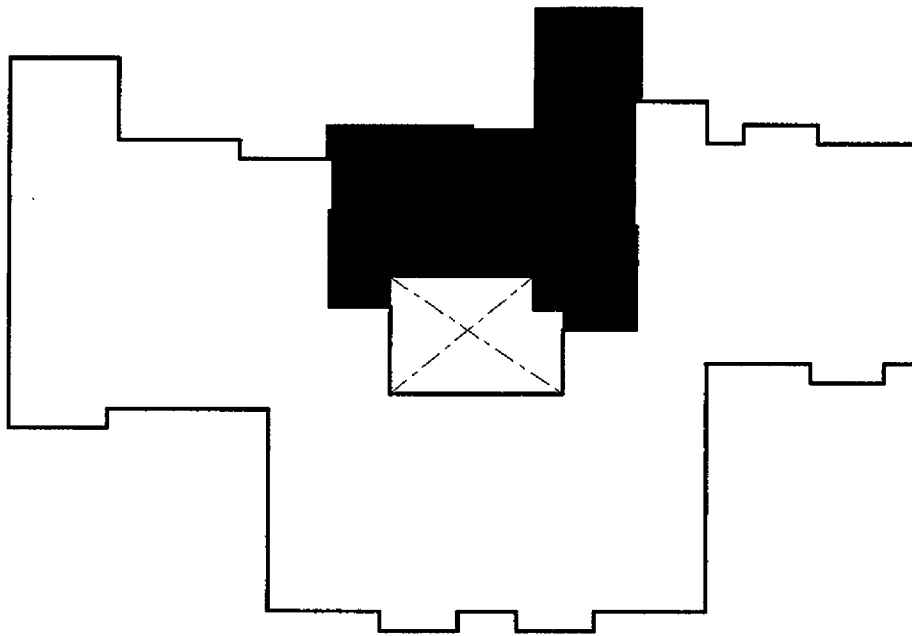
■ RED - VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



2ND-6TH FLOOR PLAN

(BLOCK 28)

(SIMILAR BUT HANDED FOR BLOCK 30)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



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LEGEND:

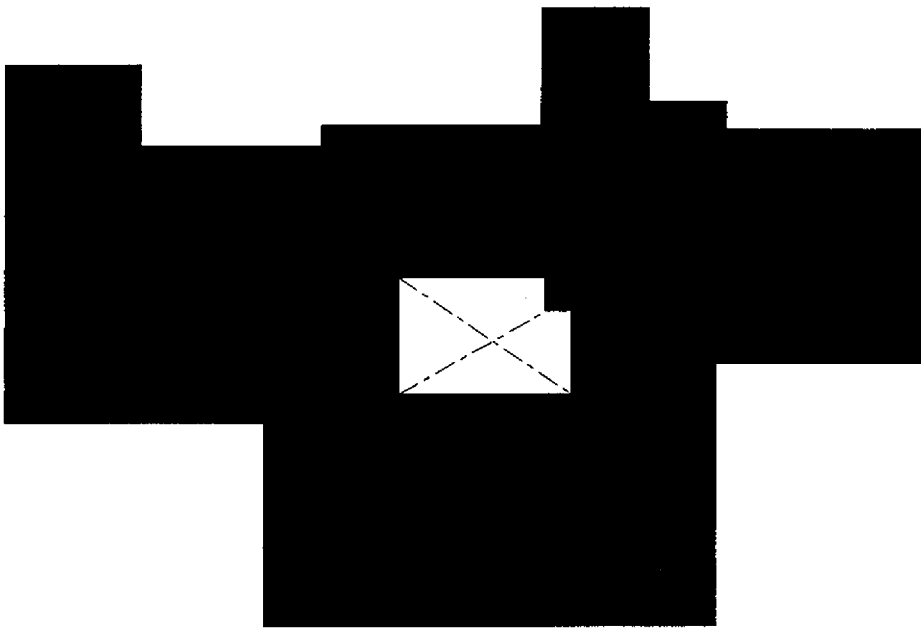
■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



ROOF PLAN

(BLOCK 28)

(SIMILAR BUT HANDED FOR BLOCK 30)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
 THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

LEGEND:

■ RED — VILLAGE COMMON AREAS
(BUILDING COMMON AREAS)

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



P-1



UPPER ROOF PLAN

(BLOCK 28)

(SIMILAR BUT HANDED FOR BLOCK 30)

PLAN FOR SUB-SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO A DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (PORTION)
THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

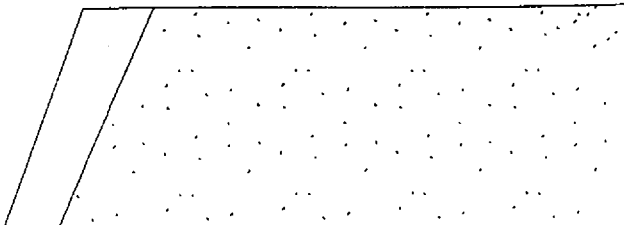


TS MK 314645

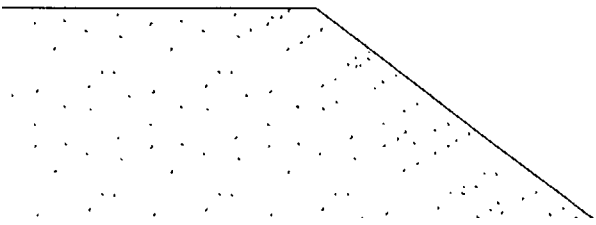


P-3

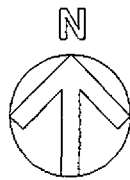
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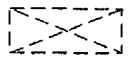
3



4



LEGEND:



SCALE:



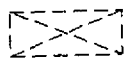
LEGEND:



YELLOW



RETAINING WALLS



UNDERGROUND TX. ROOM

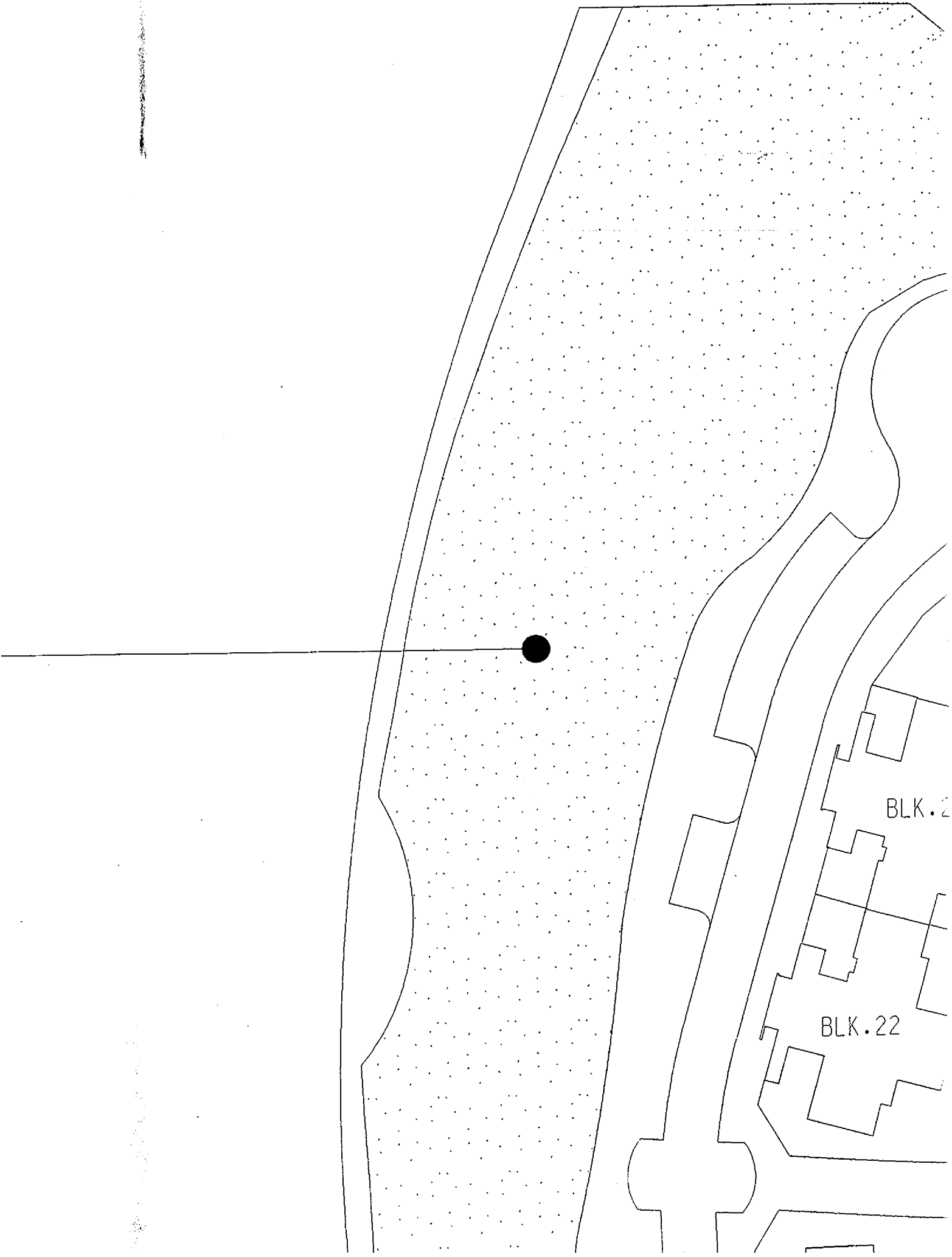
SCALE: 1 : 500

IS ~~M~~ 314645

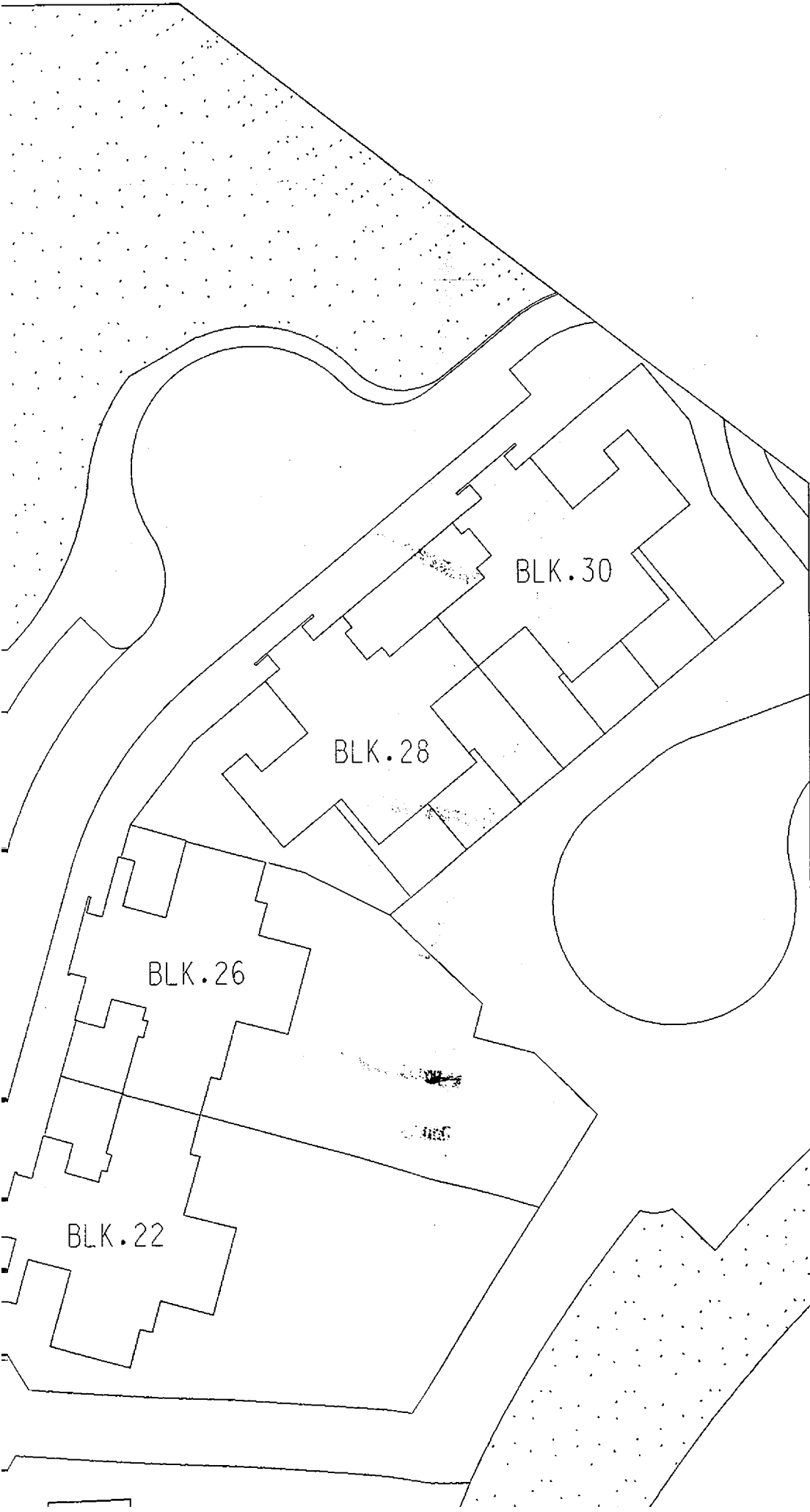
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④



8

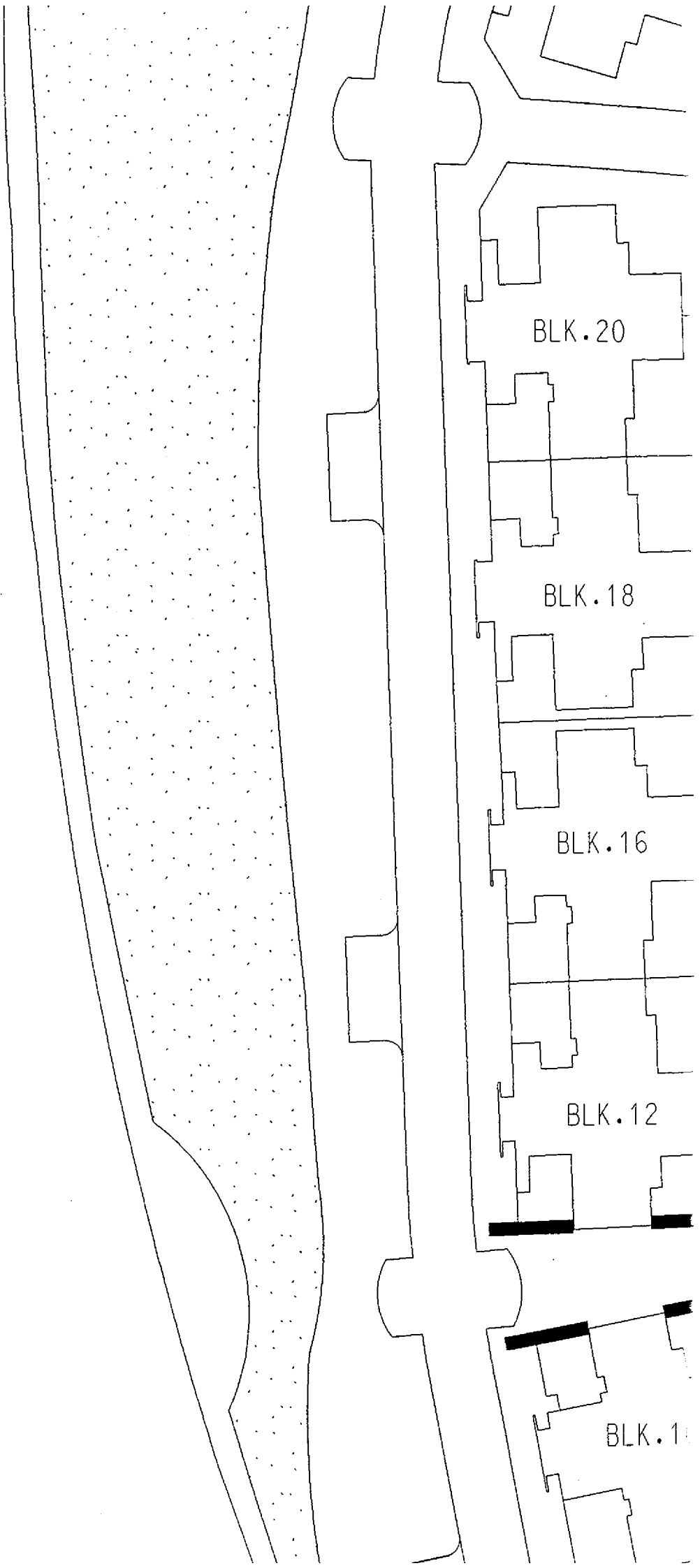


9

10



12



13

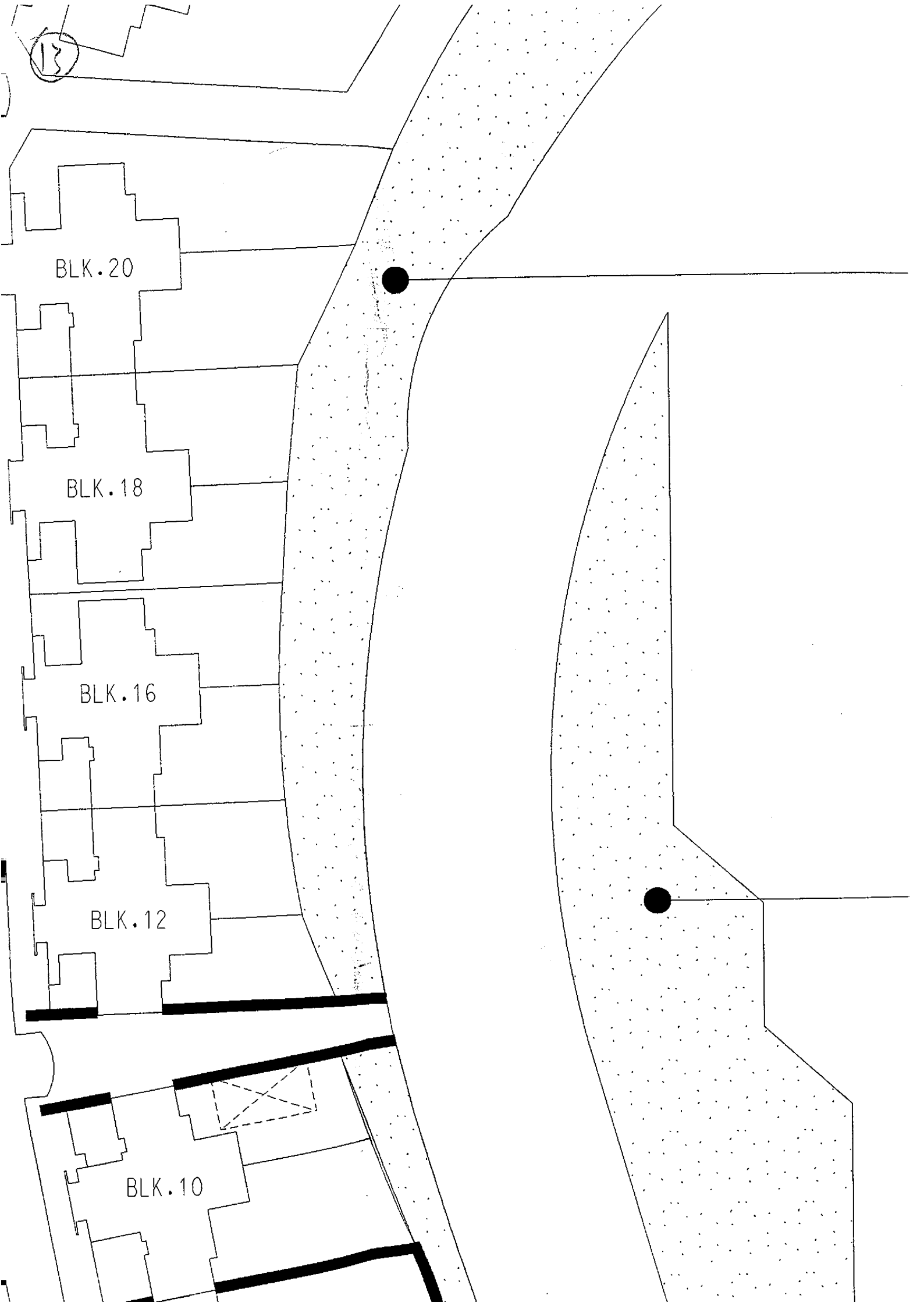
BLK. 20

BLK. 18

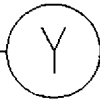
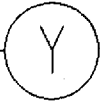
BLK. 16

BLK. 12

BLK. 10



14

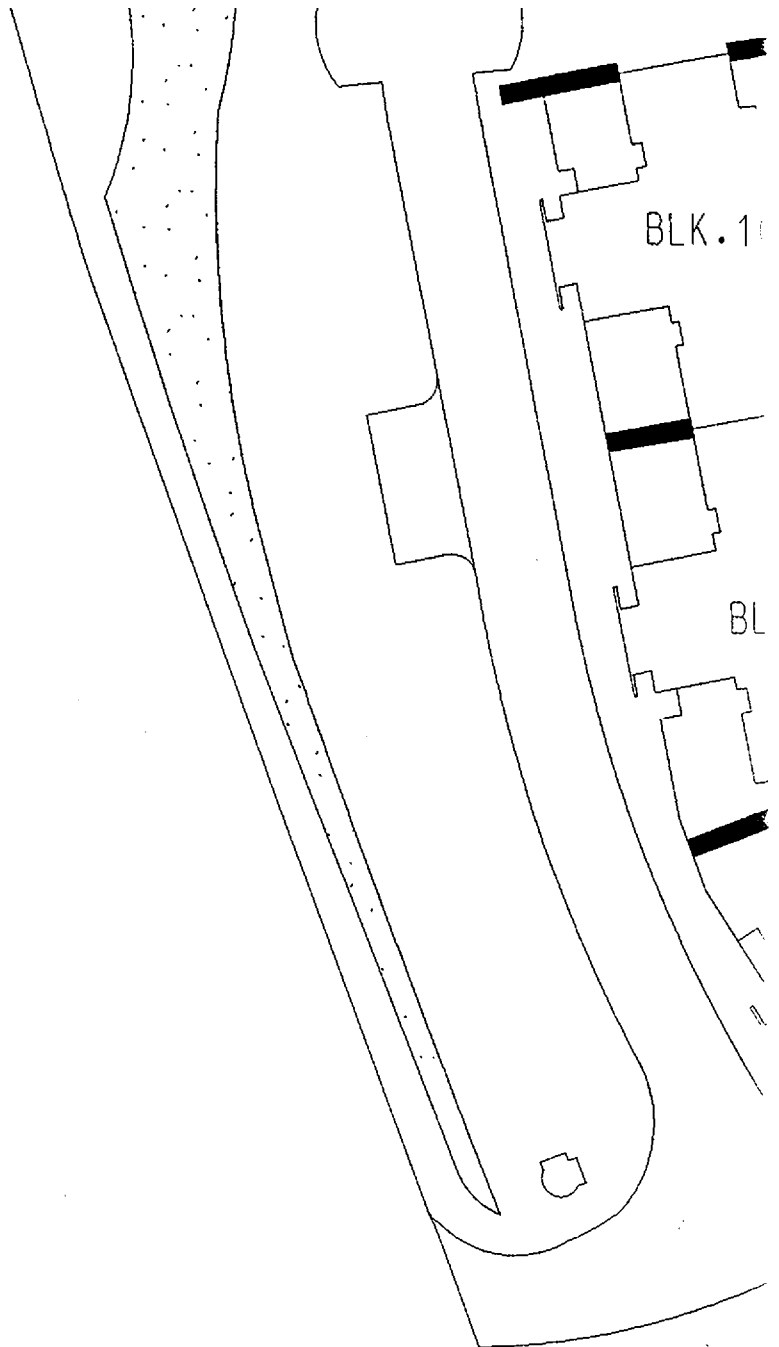


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16

17

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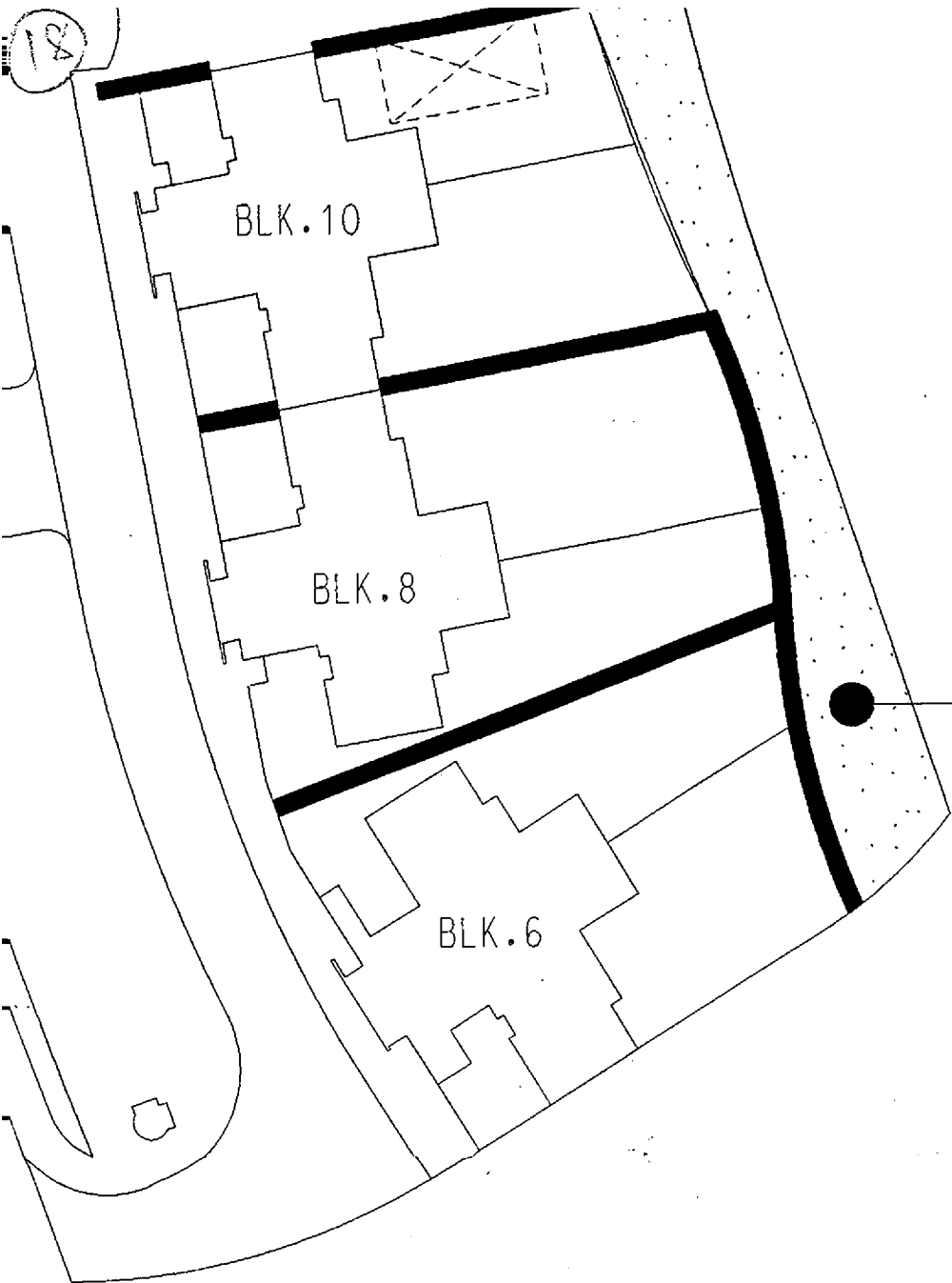
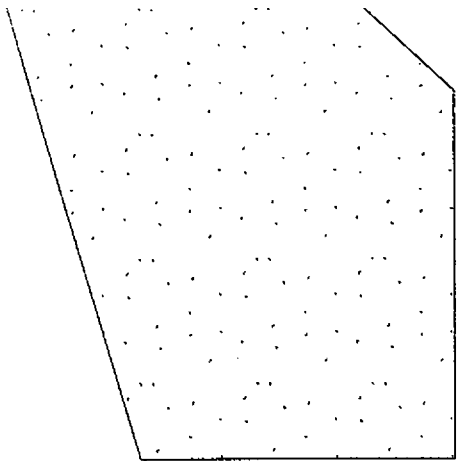


12

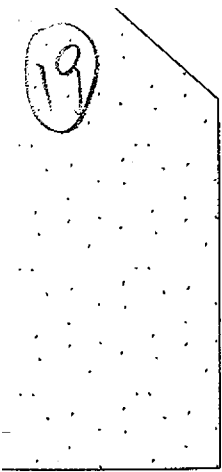
BLK. 10

BLK. 8

BLK. 6



19



Y



70

12

22



SLOPES AND

RE: SIENA TWO A DISCOVERY
THE REMAINING PORTION
THE EXTENSIONS THERETO

23

AND RETAINING WALLS PLAN

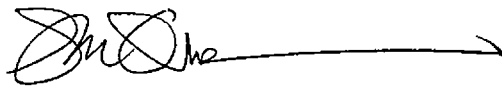
DISCOVERY BAY NORTH DEVELOPMENT AREA N1a (SECTION OF LOT No. 385 IN D.D.No. 352 AND HERETO, DISCOVERY BAY, LANTAU ISLAND.

24

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EA N1a (PORTION)
352 AND
AND.

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Simo
B. A.
Auth



.....
Simon S. M. Kwan
B. Arch. (Hons.), Ph.D., RIBA, MCSD, FHKIA, FRAIA
Authorized Person, Registered Architect