

Memorial No. : 314440

Received on : 10 April 2003

MEMORIAL of an instrument to be registered in the Land Registry/ Islands New Territories Land Registry under the Land Registration Ordinance.				FOR LAND REGISTRY USE ONLY
Solicitors Code 304A	Stamp Office No. N/A	Stamp Duty \$ N/A		Serial No. 10387
Date of instrument	the 27th day of March 2003			Reg. Fee \$2,000.00
Nature and object of the instrument	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)	N/A	the Registered Owner	N/A	
FAN CHI KEUNG (樊志強) and CHIN SHOU PING (錢秀萍)	N/A	the First Purchaser	N/A	
DISCOVERY BAY SERVICES MANAGEMENT LIMITED (愉景灣 服務管理有限公司)	N/A	the Manager	N/A	
Premises affected by the instrument	Undivided Share (if any) : 5,970/250,000th			
	Lot No.:			
	The Remaining Portion of Lot No.385 in Demarcation District No.352 and the Extensions Thereto			
Address : (if applicable)				
Block	Flat	Floor	Premises No.	Street Name
				Siena Two B, Areas N1a (Portion) and N1b, Discovery Bay, Lantau Island (official address not yet known)
(HK/NT)*				

On this 27th day of March 2003 I Liu Sheung Kiu
(name)
of Johnson Stokes & Master Hong Kong, Solicitor/
(name of solicitors firm) , a public officer duly authorised by the
(rank) , hereby certify that the foregoing Memorial contains a just
(head of department)

and true account of the several particulars therein set forth as required by the Land Registration Regulations.

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

Hong Kong

54P-



DOC

Dated the 27th day of March 2003 /

HONG KONG RESORT COMPANY LIMITED

and

FAN CHI KEUNG and CHIN SHOU PING ✓

and


DISCOVERY BAY SERVICES MANAGEMENT
LIMITED /

SUB-DEED OF MUTUAL COVENANT

in respect of

SIENA TWO B, AREAS N1a (Portion) and N1b, 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. 314440
on 10 April 2003


for Land Registrar

JOHNSON STOKES & MASTER,
Solicitors &C.,
18th Floor, Prince's Building,
No.10 Chater Road,
Central,
Hong Kong.

LSKL/AFK/H17/01/6527910/0
(Re-approved Form : 17.3.2003)
pc/tld43055w (260303)

CONTENTS

	Page
DEFINITIONS	1
RECITAL	11
SECTION I	UNDIVIDED SHARES AND RESERVED RIGHTS 12
SECTION II	EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OF A HOUSE AND/OR A LOW RISE BUILDING 17
SECTION III	EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OF A HIGH RISE BUILDING 19
SECTION IV	EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE OF AND IN THE LOT AND THE VILLAGE IS HELD 20
SECTION V	COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS 23
SECTION VI	COVENANTS AND PROVISIONS APPLICABLE TO OWNERS OF A RESIDENTIAL UNIT 29
SECTION VII	MANAGEMENT EXPENSES AND POWERS OF MANAGERS 32
SECTION VIII	A. MEETINGS OF VILLAGE OWNERS 38
	B. MEETINGS OF THE VILLAGE OWNERS' COMMITTEE 42
SECTION IX	MISCELLANEOUS 44
SCHEDULE	ALLOCATION OF UNDIVIDED SHARES AND MANAGEMENT UNITS 47
EXECUTION	56

THIS 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 23/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (hereinafter called "the Registered Owner") of the first part;
- (2) FAN CHI KEUNG (樊志強) and CHIN SHOU PING (錢秀萍) both of House 1 of Siena Two B, Areas N1a (portion) and N1b, 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 23/F, 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") of the third part.

W H E R E A S :-

- (A) This Sub-Deed of Mutual Covenant (hereinafter called "this Sub-Deed") is supplemental to a Deed of Mutual Covenant dated the 30th day of September 1982 and registered in the Islands New Territories Land Registry by Memorial No.112018 (hereinafter called "the Principal Deed").
- (B) In this Sub-Deed :-
 - (a) The expressions contained in Recital (1)(a) of the Principal Deed shall apply to this Sub-Deed whenever the context permits.
 - (b) The expressions following shall have the following meanings ascribed to them whenever the context permits :-

"Buildings"	All those High Rise Buildings, Low Rise Buildings and Houses erected or to be erected in the Village in accordance
-------------	--

with the Master Plans or any other buildings to be hereafter erected thereon.

"Building Common Areas"

Shall mean and include all those High Rise Building Common Areas and Low Rise Building Common Areas.

"Building Common Facilities"

Shall mean and include all those High Rise Building Common Facilities and House and/or Low Rise Building Common Facilities.

"Communications Network Area"

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

"Conditions"

Shall mean New Grant No.6122 as extended by three Extension Letters dated 1st August 1979, 19th August 1980 and 16th July 1981 and registered in the Islands New Territories Land Registry as New Grant No.6620, New Grant No.6788 and New Grant No.6947 respectively and as varied and/or modified by a letter from the Director of Lands to the Registered Owner dated 28th February 2000 and registered in the Islands New Territories Land Registry by Memorial No.280736 and shall include any

subsequent modifications and extensions of the Conditions.

“Government”

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

“High Rise Buildings”

Four (4) high 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 H1, H2, H3 and H5.

“High Rise Building Common Areas”

Shall mean and include the entrances and halls, entrance lobbies, lift lobbies, lift shafts, lift pits, store rooms (if any) in each High Rise Building, passages, staircases, corridors, landings, planters, lightwells, voids, portions of roofs (other than those held or intended to be held together with a Residential Unit), flat roofs (other than those held or intended to be held together with a Residential Unit), pitched roofs and upper roofs and the external walls of each of the High Rise Buildings.

“High Rise Building Common
Facilities”

Shall mean and include :-

- (a) Water pipes, drains, wires, cables, lightning rods (if any), air-conditioning ducts, glass canopies, architectural features, tanks, fire services and water tanks, potable water tanks, flush water tanks and other services intended for the communal use and benefit of each High Rise Building.
- (b) Lifts inside each High Rise Building.
- (c) Communal television antennae (if any) for the use and benefit of each High Rise Building.
- (d) Store rooms (if any) in each High Rise Building.
- (e) Telecommunication and broadcasting equipment rooms, main distribution frames rooms (if any), transformer rooms, switch rooms, fire services pump rooms, water pump rooms, emergency generator rooms, sewage pump rooms (if any), electricity meter rooms, water meter rooms, lift machine rooms, machine rooms, lift platforms (if any), hopper rooms and refuse

storage chambers in each High Rise Building.

"Houses"

Eight (8) semi-detached self-contained houses erected or to be erected in the Village in accordance with the Master Plans with golf cart parking spaces (if any) appurtenant thereto and to be known as Houses 1, 3, 5, 7, 9, 11, 15 and 17.

"House and/or Low Rise Building
Common Facilities"

Shall mean and include :-

- (a) Lifts (if any) inside the Low Rise Buildings, store rooms (if any), water pipes, drains, wires, cables, tanks, fire services tanks, fire services pump rooms, hopper rooms (if any), refuse storage rooms, lift machine rooms (if any), meter rooms, liquefied petroleum gas room and plumbing check meter cabinets, electric meter rooms, sump pits, water meter rooms, fire services panel rooms, lightning rods, fire services, water tanks and any other services and facilities which are supplied for the communal use and benefit of the Houses and the Low Rise Buildings and not

for the use and benefit of a particular Residential Unit.

- (b) Communal television antennae (if any) and telecommunication and broadcasting equipment rooms for the use and benefit of the Low Rise Buildings and the Houses.

"Improvement Fund"

A fund established or to be established by the Manager to 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 costs of setting up management offices, caretaker's rooms, guard kiosks and the like for the Village, expenses for the purchase, protection, replacement, improvement, upgrading and renovation incurred in relation to the Village Common Areas and the Village Common Facilities and/or for efficient management and maintenance of the Village.

"Lease of Communications Network Area"

The Lease dated 27th August 2002 and registered in the Islands New Territories Land Registry by Memorial No.307202 whereby the Registered Owner demised unto Discovery Bay

Communication Services Limited the Communications Network Area.

"Low Rise Buildings"

Seven (7) 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 Blocks 2, 32, 36, 38, 40, 42 and 46.

"Low Rise Building Common Areas"

Shall mean and include the entrances and halls, entrance lobbies, lift lobbies (if any), lift shafts (if any) and lift pits (if any) inside the Low Rise Buildings, lightwells, 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), flat roofs (other than those held or intended to be held together with a Residential Unit), pitched roofs, upper roofs, parapet walls and the external walls of each of the Low Rise Buildings.

"Management Units"

Units allocated to the Village Retained Areas and the Residential Units in the Village in accordance with the provisions of Clause 7.3 of Section VII of this Sub-Deed.

"Owners of the Village"

Shall mean (a) Owners holding undivided shares of and in the Lot and in the Village together with the right to the exclusive use occupation and enjoyment of the Residential Units or car parking space(s) (if any) or other structures and ancillary works erected on the Village and shall include the Registered Owner holding undivided shares of the Village Retained Areas and (b) a registered mortgagee/chargee in possession of such undivided shares.

"Residential Unit"

A House or a unit in a High Rise Building or a unit in a Low Rise Building erected or to be erected in the Village in accordance with the Master Plans and "Residential Units" shall be construed accordingly.

"Slopes and Retaining Walls"

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

“Undivided Shares of the Village” All those undivided shares of and in the buildings and other structures and ancillary works erected on the Village as more particularly set out in the Third Column of Clause 1.1 in Section I of this Sub-Deed and (for the Residential Units) in the Third Column of the Schedule hereto.

"Village" All that part of the Lot as is shown on the Site Plan attached to this Sub-Deed and thereon coloured orange and the buildings now or hereafter constructed or to be constructed thereon to be known as SIENA TWO B (海澄湖畔二段B) .

"Village Common Areas"

- (a) Slopes and Retaining Walls.
- (b) Landscape areas including open space, driveways, passageways and footpaths.
- (c) Building Common Areas.
- (d) Management office, caretaker's rooms, guard kiosks and the like.
- (e) Communications Network Area subject to the Lease of Communications Network Area.
- (f) All those parts of the Village Retained Areas which shall be designated as Village Common Areas by the Registered Owner

from time to time in accordance with the provisions of the Principal Deed or this Sub-Deed.

- (g) Other areas that serve or are intended to serve the Village.

"Village Common Facilities"

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

- (a) Such of the sewers, drains, water courses, pipes, gutters, wells (if any), wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in or under or over or passing through the Village through which water, sewage, gas, electricity and any other services are supplied to the Village or any part or parts thereof and not for the use or benefit of a particular unit.
- (b) Transformer rooms, meter rooms, water meter rooms, mechanical rooms, switch rooms, emergency generator rooms, refuse storage chambers or other rooms for the use and benefit of the Village and not for the use or benefit of a particular Building.

- (c) Lamp posts and lighting within the Village.
- (d) Communal television antennae and telecommunication and broadcasting equipment rooms for the use and benefit of the Village.
- (e) Building Common Facilities.
- (f) Any other facilities and devices installed for the use and benefit of the Village and not for the use and benefit of a particular Building.

"Village Retained Areas"

All those portions of the Village as are shown and coloured brown on the Village Plan attached to this Sub-Deed and the Management Units allocated thereto are more particularly set out in the Fourth Column of the Schedule hereto.

- (C) In this Sub-Deed references to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine or neuter gender.
- (D) Prior to the date of the Assignment to the First Purchaser next hereinafter recited the Registered Owner was the registered owner of and entitled to (inter alia) All Those 5,970 equal undivided 250,000th parts or shares of and in the Lot Together with the full and exclusive right and privilege to hold use occupy and enjoy the

Village and the buildings and other structures and ancillary works erected or to be erected on the Village subject to and with the benefit of the Principal Deed and the Lease of Communications Network Area.

- (E) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the First Purchaser of the other part and in consideration therein expressed, the Registered Owner assigned unto the First Purchaser All That the estate right title benefit and interest of the Registered Owner of and in All Those 16 equal undivided 250,000th parts or shares of and in the Lot and All Those 16 equal undivided 5,970th 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 House 1 (together with the yard and garden and golf cart parking spaces and flat roofs (terraces) thereof) of the Village.
- (F) The parties hereto have agreed to enter into this Sub-Deed for the purpose of making provisions for the management, maintenance, insuring and servicing of the Village and its equipment, services and apparatus and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Village and to provide for a due proportion of the common expenses of the Village to be borne by the Owners of the Village.
- (G) The provisions of this Sub-Deed have been approved by the Director of Lands (being the successor to the Secretary for the New Territories in this regard), pursuant to the Conditions.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

UNDIVIDED SHARES AND RESERVED RIGHTS

- 1.1 There shall be sub-allocated to the Village 5,970 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 the Village
(a) Residential Units in Houses (1, 3, 5, 7, 9, 11, 15 and 17)	128/250,000th shares	128/5,970th shares
Low Rise Buildings (Blocks 2, 32, 36, 38, 40, 42 and 46)	923/250,000th shares	923/5,970th shares
High Rise Buildings Block H1 Block H2 Block H3 Block H5 (particulars of the number of undivided shares of and in (i) the Lot; and (ii) the buildings and other structures and ancillary works erected on the Village allocated to each Residential Unit are contained in the Second Column and Third Column of the Schedule hereto)	890/250,000th shares 1,009/250,000th shares 853/250,000th shares 946/250,000th shares	890/5,970th shares 1,009/5,970th shares 853/5,970th shares 946/5,970th shares
(b) Village Retained Areas	19/250,000th shares	19/5,970th shares
(c) Village Common Areas, Village Common Facilities	1,202/250,000th shares	1,202/5,970th shares

1.2 There is reserved unto the Registered Owner the following rights and privileges :

- (a) The Registered Owner shall have full power at any time hereafter and from time to time to enter into and upon all parts of the Village (other than those parts that have already been assigned) with all necessary equipment plant and materials for the purposes of constructing the other stages of the Village or any part thereof (including but not limited to the construction, demarcation or delineation of car parking spaces (if any)) in accordance with the Master Plans or such other plans or amendments as may hereafter be approved by the appropriate Government authorities. The right of the Registered Owner to enter the Village to carry out such works shall extend equally to all necessary contractors agents workers and other persons authorised in writing by the Registered Owner. The Registered Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Village to be erected (other than those parts that have already been assigned) and on which the Houses/Low Rise Buildings/High Rise Buildings are to be erected that the Owners their servants agents or licensees may or may not use while such works are being carried out Provided that the Registered Owner in exercise of its rights under this Clause shall act with all due expedition causing as little disturbance as possible and making good any damage caused thereby.
- (b) The Registered Owner reserves the right to enter into a Sub-Sub-Deed of Mutual Covenant with the first purchaser of the other stages and/or car parking spaces (if any) of the Village for purposes similar to this Sub-Deed provided always that such Sub-Sub-Deed of Mutual Covenant shall not conflict with the provisions of this Sub-Deed or affect the rights, interests or obligations of the Owners of the Village and shall be approved by the Director of Lands .
- (c) 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 and such other areas of the Village and the Buildings 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 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 Village Owners' Committee (if formed) 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 Village and the Buildings 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 Village 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.

(d) 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.

1.3 The Registered Owner shall have no right to designate any part of the Village Retained Areas as Village Common Areas unless such areas are for the benefit of all the Owners of the Village and save with the prior approval of the Village 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 shall not in any event be re-designated as or re-converted to Village Retained Areas.

1.4 The Registered Owner shall upon the execution of this Sub-Deed assign the Village Common Areas and the Village Common Facilities together with the number of undivided shares allocated thereto to the Manager free of cost or consideration for the general benefit of the Owners of the Village and subject to this Sub-Deed. Such undivided shares together with the Village Common Areas and the Village Common Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners of the Village for the time being and in the event the Manager shall resign or be wound up or is removed and another manager be appointed in its stead in accordance with the Principal Deed and this Sub-Deed, then the outgoing Manager or the liquidator shall assign free of cost or consideration such undivided shares together with the Village Common Areas and the Village Common Facilities 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-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 and the Village Common Facilities.

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

SECTION II

EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OF A HOUSE AND/OR A LOW RISE BUILDING

- 2.1 The Owner of a Residential Unit of a House and/or a Low Rise Building shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed, the City Rules, the Village Rules and the Lease of Communications Network Area 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 Low Rise Building Common Areas and House and/or Low Rise Building Common Facilities and other Village Common Areas not forming part of the High Rise Building Common Areas and Village Common Facilities as shall form part of the House and/or the Low Rise Building of which the Residential Unit to which he is entitled to the exclusive use occupation and enjoyment (hereinafter for simplicity referred to as "owned") forms part for all purposes connected with the proper use and enjoyment of such Residential Unit Subject as aforesaid.
 - (b) The Owner of a Residential Unit of a House and/or a Low Rise Building shall have the benefit of the following easements, rights and privileges :-

- (i) The right to subjacent and lateral support from other parts of the House and/or Low Rise Building in which the Residential Unit owned by the Owner is situated and the right to subjacent and lateral support from the Buildings or the foundations thereof and all other parts of the Village and all parts of the City, Subject as aforesaid.
- (ii) Full right and liberty (but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed) for 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.

2.2 The Owner of a Residential Unit of a House and/or a Low Rise Building shall have no right to enter upon any part of the Lot, the City, the Village or the Buildings save as expressly herein provided it being understood that all work necessary for the maintenance and repair of the City and the Village and the Buildings shall be carried out by the Manager who shall have the right to enter in or upon any part of the City and/or the Village and/or the Buildings for that purpose as herein provided.

SECTION III

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

3.1 The Owner of a Residential Unit of a High Rise Building shall have the benefit of the following easements, rights and privileges Subject to the Principal Deed, the City Rules, the Village Rules and the Lease of Communications Network Area 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 High Rise Building Common Areas and High Rise Building Common Facilities and other Village Common Areas not forming part of the Low Rise Building Common Areas and Village Common Facilities as shall form part of the High Rise Building of which the Residential Unit to which he is entitled to the exclusive use occupation and enjoyment (hereinafter for simplicity referred to as "owned") forms part for all purposes connected with the proper use and enjoyment of such Residential Unit Subject as aforesaid.
- (b) The Owner of a Residential Unit of a High Rise Building shall have the benefit of the following easements, rights and privileges :-

- (i) The right to subjacent and lateral support from other parts of the High Rise Building in which the Residential Unit owned by the Owner is situated and the right to subjacent and lateral support from the Buildings or the foundations thereof and all other parts of the Village and all parts of the City, Subject as aforesaid.
- (ii) Full right and liberty (but Subject always to the rights of the Manager and the Registered Owner hereunder or under the Principal Deed) for 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.

- 3.2 The Owner of a Residential Unit of a High Rise Building shall have no right to enter upon any part of the Lot, the City, the Village or the Buildings save as expressly herein provided it being understood that all work necessary for the maintenance and repair of the City and the Village and the Buildings shall be carried out by the Manager who shall have the right to enter in or upon any part of the City and/or the Village or the Buildings for that purpose as herein provided.

SECTION IV

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

- 4.1 The following are the easements rights and privileges subject to which each Undivided Share of the Village is held:-
 - (a) The Manager shall have full right and privilege at all reasonable times on 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 patio garden(s) or galaxy garden(s) or yard(s) or open yard(s) or terrace(s) or balcony(ies) or flat roof(s) or roof(s)

thereof, if any) or High Rise Building and/or Low Rise Building and/or House in which such Residential Unit is situated or any part or parts thereof or any Village Common Facilities or City Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the High Rise Buildings and/or the Low Rise Buildings and/or the Houses 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 2.1(b)(i) to (iii) of Section II and Clause 3.1(b)(i) to (iii) of Section III of this Sub-Deed.

4.2 Subject always to the rights of the Registered Owner under the Principal Deed and this Sub-Deed the Manager shall have:-

- (a) full right and authority to control and manage the City Retained Areas, the City Common Areas, the Village Retained Areas, the Village Common Areas 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.

- 4.3 The Registered Owner shall have the exclusive right to display, install, erect, affix or permit to be displayed, installed, erected or affixed on and to the roofs (other than those that are held or intended to be held together with the Residential Units) or flat roofs (other than those that are held or intended to be held together with the Residential Units) or pitched roofs or upper roofs or top roofs of the High Rise Buildings or Low Rise Buildings or Houses such signboards, placards, posters and other dismantling signs (whether illuminated or not) subject to the approval of the Building Authority or other Government authorities concerned and with the right and the obligation to remove, repair, maintain, service and replace the same at the expense of the Registered Owner provided that the same shall not interrupt the enjoyment of the Residential Units in that High Rise Building or Low Rise Building or Houses and provided further that the same shall not cut off light going into any Residential Unit or obstruct vision looking out from the windows of any Residential Unit.
- 4.4 The Registered Owner may license to the Manager the Village Retained Areas at HK\$1.00 per annum for use by the Owners of the Village as gardens and/or areas for recreational activities 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 or in this Clause 4.4, the Registered Owner shall not license the Village Retained Areas to the Manager as aforesaid prior to the formation of the Village Owners' Committee and the Registered Owner shall not grant such licence to the Manager except with the prior approval of the Village Owners' Committee Provided further that except where such a licence in favour of the Manager is subsisting, the Owner of the

Village Retained Areas shall at its own expense maintain the Village Retained Areas in good repair and condition.

SECTION V

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

Subject to the provisions of the Principal Deed,

- 5.1 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.
- 5.2
 - (a) Each Owner of the Village 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 of the Village pay the Government rent (if any) attributable to the Village Common Areas and such Government rent shall form part of the Management Expenses;
 - (c) Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments, property tax and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Village owned by him and shall indemnify the other Owners from and against all liability therefor.
- 5.3 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.
- 5.4 No Owner shall make any structural alterations to any part of the Buildings or Village owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Buildings or Village whether in separate or common occupation nor will any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Village Retained Areas, Village

Common Areas or City Common Areas or any of the Village Common Facilities or City Common Facilities or any equipment or apparatus on in or upon the Lot not being equipment or apparatus for the exclusive use and benefit of any such Owner.

- 5.5 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 Buildings or Village or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
- 5.6 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 Buildings or Village owned by him or any person using such part of the Buildings or Village with his consent expressed or implied or by or through or in any way owing to the overflow of water therefrom.
- 5.7 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 Buildings or Village owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair such costs, charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Buildings or Village for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

- 5.8 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 Buildings or any part or parts thereof.
- 5.9 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 Buildings.
- 5.10 Each Owner shall maintain in good repair and condition that part of the Buildings or Village owned by him to the satisfaction of the Manager and in such manner as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Buildings or Village.
- 5.11 No Owner shall use or permit or suffer the part of the Buildings or Village owned by him to be used for any illegal or immoral purpose nor will he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being provided always that nothing in this provision shall restrict the Registered Owner in its development of the Village or other parts of the City in accordance with the Master Plans.
- 5.12 No Owner shall use or permit or suffer any part of the Buildings or Village owned by him to be used except in accordance with any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.
- 5.13 No part of the City Common Areas, City Retained Areas, Village Common Areas or Village Retained Areas shall be obstructed or encumbered save with the licence of the Manager nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such City Common Areas, City Retained Areas, Major Roads, Passageways, Village Common Areas or Village Retained Areas as may be or become a nuisance to any

other Owners or occupiers of the Buildings or Village or any other part of the City.

- 5.14 The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the City Rules and Village Rules (if any) covering the same.
- 5.15 No Owner shall be entitled to connect any installation to any aerial installed by the Manager except with the permission of the Manager and in accordance with any City Rules or Village Rules relating to the same. No Owner shall affix or install his own private aerial and/or satellite dish outside any part of the Buildings except with the prior written consent of the Manager.
- 5.16 Subject to Clause 4.3 of Section IV hereof, no external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, sculptures or other projections or structures whatsoever extending outside the exterior of any Building shall be erected, installed or otherwise affixed to or projected from any Building or any part thereof except with the prior written consent of the Manager.
- 5.17 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 Building 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.
- 5.18 No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Building owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the facilities (if any) provided for the disposal thereof.
- 5.19 All Owners shall at all times observe and perform the City Rules and the Village Rules.
- 5.20 Each Owner may at his own expense install in the part of the Buildings or the part of the Village owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part of the Buildings or Village and provided further that nothing in this Clause shall inhibit the Registered Owner in proceeding with and completing the

construction of the City and the Village and development of the Lot in accordance with the Master Plans.

- 5.21 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 or Village Retained Areas which in the opinion of the Manager may affect the external appearance of any High Rise Building or Low Rise Building or House.
- 5.22 No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of any Building may be clogged or the efficient working thereof may be impaired.
- 5.23 No Owner of any High Rise Building or Low Rise Building or House shall build a swimming pool, sauna, whirlpool, hot-tub or jacuzzi whether potable or otherwise or sink a well or erect on the ground or garden or patio garden or galaxy garden or yard or open yard or flat roof or terrace or roof (if any) any objects or structures without the prior written consent of the Manager.
- 5.24 The Owner of the ground floor of any High Rise Building or Low Rise Building or House shall at all times keep the garden or ground or yard or open yard in a neat and attractive condition. No poultry house shall be constructed on or maintained in such garden or ground or yard or open yard.
- 5.25 No Owner of a Residential Unit of any High Rise Building or Low Rise Building or House in respect of which flat roof(s) or terrace(s) or balcony(ies) or patio garden(s) or galaxy garden(s) or roof(s) are held therewith shall erect on such flat roof(s) or terrace(s) or balcony(ies) or patio garden(s) or galaxy garden(s) or roof(s) any objects or structures without the prior written consent of the Manager.
- 5.26 The Owner of a Residential Unit of any High Rise Building or Low Rise Building or House in respect of which flat roof(s) or terrace(s) or balcony(ies) or patio garden(s) or galaxy garden(s) or roof(s) are held therewith shall at all times keep such flat roof(s) or terrace(s) or balcony(ies) or patio garden(s) or galaxy garden(s) or roof(s) in a neat and attractive condition. No poultry house shall be

constructed on or maintained in such flat roof(s) or terrace(s) or balcony(ies) or patio garden(s) or galaxy garden(s) or roof(s).

- 5.27 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.
- 5.28 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.
- 5.29 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.
- 5.30 No apparatus or any other fixture shall be installed through the window or external walls of any High Rise Building or Low Rise Building or House without the prior written consent of the Manager having been first obtained and the conditions of such consent having been complied with.
- 5.31 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 any High Rise Building or Low Rise Building or House except through the apertures or spaces originally designated or designed for such air-conditioning units.
- 5.32 Save with the prior approval of the Village Owners' Committee (if formed), no Owner shall convert any part of the Village Common Areas 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.
- 5.33 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 sale of his Residential Unit and shall be obliged to transfer his membership to his tenant upon signing of a lease in respect of his Residential Unit and pay the administration fee for the transfer of membership charged by the Club all in the manner as provided in the club rules and bye-laws thereof.

SECTION VI

COVENANTS AND PROVISIONS APPLICABLE TO OWNERS OF A RESIDENTIAL UNIT

- 6.1 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.
- 6.2 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 patio garden or galaxy garden or part thereof except only for escape in the event of fire or emergency. Subject to Clause 4.3 of Section IV no Owner shall erect or place or cause or permit to be erected or placed any advertising sign or illegal structure on any roof or flat roof or terrace or patio garden or galaxy garden or any part thereof and the Manager shall have the right to remove anything erected or placed on any roof or flat roof or terrace or patio garden or galaxy garden in contravention of this provision at the costs and expenses of the Owners having the exclusive right to occupy the roof or flat roof or terrace or patio garden or galaxy garden.
- 6.3 No roof or flat roof or terrace or patio garden or galaxy garden 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 patio garden or galaxy garden or balcony or any part thereof shall ensure that access to the roof or flat roof or terrace or patio garden or galaxy garden or balcony shall at all times remain open and unobstructed.
- 6.4 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 High Rise Building Common Areas or Low Rise Building Common Areas. Prior to the installation thereof, the Owner shall first obtain the approval in writing of the Manager of the design of any metal grille or shutter or gate.

- 6.5 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 prior written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
- 6.6 No part of the Village Common Areas shall be obstructed or encumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of such Village Common Areas be used for any business or private purpose and no Owner shall do or permit or suffer to do anything in such Village Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of any High Rise Building or Low Rise Building or House of which the Residential Unit owned by him forms a part or to any owners or occupiers of any adjoining or neighbouring premises.
- 6.7 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.
- 6.8 No Owner shall enclose except fencing approved by the Manager its own garden(s) or yards or open yard(s) or terrace(s) or flat roof(s) or patio garden(s) or galaxy garden(s).
- 6.9 Owners who have a common fencewall adjoining the gardens of their respective Residential Units or a fencewall dividing the land upon which the Houses are constructed, 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.

- 6.10 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.
- 6.11 No Owner may deck any voids or cover with any structure the flat roof(s), roof(s), terrace(s), garden(s), patio garden(s), galaxy garden(s) or the open yard(s) or yard(s) within the compounds of his Residential Unit without having obtained the Manager's prior written consent.
- 6.12 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 patio gardens or galaxy gardens or yards 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.
- 6.13 The Owner of a Residential Unit of any High Rise Building or Low Rise Building or House 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.

- 6.14 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 VII

MANAGEMENT EXPENSES AND POWERS OF MANAGERS

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

- 7.2 Without prejudice to the powers and rights of the Manager as provided in Section IV of the Principal Deed, the Manager shall have, in connection with its proper management of the Village, the full right and liberty to lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the telecommunication transmitters and receivers, tuners, satellite dishes and the ancillary equipment and connections thereto, broadcast reception, information distribution or communication systems including, without limitation, satellite master antennae systems, communal aerial broadcast distribution systems, microwave distribution systems, cable and wireless communications systems and transmission and transponder systems, antennae, aerial dishes, lightning conductors and lighting and other fixtures of whatsoever kind on any part or parts of the roofs, upper roofs and top roofs of the Buildings which form part of the Low Rise Building Common Areas and/or the High Rise Building Common Areas and/or the Village Common Areas.
- 7.3 For the purpose of determining the contributions to be made by each Owner of a Residential Unit in the High Rise Building or Low Rise Building or House and the Village to the Management Expenses of the City and to the Management Expenses of the Village (including but not limited to the Village Common Areas and the Village Common Facilities) and to the Manager's Remuneration, there shall be allocated to each Residential Unit the number of Management Units set opposite such Residential Unit in the Fourth Column of the Schedule hereto.
- 7.4 The Manager shall prepare :-
- (a) annual budget(s) showing the estimated net expenditure in respect of the Village,
 - (b) an annual budget showing the estimated net expenditure in respect of the City together with the amount to be apportioned to the Village in accordance with the provisions of Subsection D of Section IV of the Principal Deed.
- 7.5 The Owners of the Village shall pay a due proportion of the estimated expenditures contained in Clause 7.4(a) and (b) of Section VII of this Sub-Deed according to the numbers 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-Deed and Provided Further That if the total contributions receivable as aforesaid by the Manager shall be insufficient to meet the costs and expenses for the management and maintenance of the City and the Village then the Owners will make good a due proportion of the deficiency by making a further contribution to the Manager as is necessary to cover such costs and expenses such further contribution being in the same proportion to the total deficiency as the contribution of the Owners to the overall costs calculated as provided in this Sub-Deed bears to the total of such overall costs.

- 7.6 Where any expenditure relates principally to the Village or any part or parts thereof (and whether it so relates shall be exclusively decided by the Manager save for manifest error), the expenditure shall form part of the expenditure of the Village and shall be borne by the Owners of the Village according to the numbers of Management Units allocated to the part or parts of the Village owned by them respectively.
- 7.7 Where there is any expenditure which relates to the Village as well as to the other village(s) adjacent to the Village ("Other Portion(s)") in relation to service(s) to the Village as well as to the Other Portion(s), the Manager shall allocate such expenditure as between the Management Expenses of the Village and the Management Expenses of the Other Portion(s) in proportion to the number of Management Units allocated to the Village and the Other Portion(s) respectively.
- The Owners of the Village shall pay a due proportion of the expenditure allocated to the Management Expenses of the Village pursuant to this clause according to the number of Management Units allocated to the part or parts of the Village owned by them respectively.
- 7.8 The Owners of the Village are required to pay an Improvement Fund 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 a Residential Unit or of the part or parts of the Village Retained Areas.

- 7.9 On completion of the sale and purchase of a Residential Unit or of the part or parts of the Village Retained Areas, the Owner of such Residential Unit or of such part or parts of the Village Retained Areas shall (i) deposit and maintain with the Manager a sum equivalent to three (3) months' contributions by him under this Sub-Deed as security against his liabilities under this Sub-Deed and such sum shall not be set off against contributions to be made hereunder and shall only be transferable but not refundable and (ii) pay the Manager a sum equivalent to two (2) months' contributions by him under this Sub-Deed as payment in advance of the first two (2) months' contributions.
- 7.10 In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Sub-Deed, the Manager shall have the right (without prejudice to any other right or remedy hereunder) in its absolute discretion to deduct the amount so payable from the deposit held from such Owner under Clause 7.9(i) of Section VII of this Sub-Deed and to apply the amount so deducted towards payment of the sum payable by such Owner as aforesaid. The Manager shall have the right to demand an Owner to pay the difference in order to maintain the deposit under Clause 7.9(i) of Section VII of this Sub-Deed to a sum equivalent to three (3) months' contributions by him.
- 7.11 Without prejudice to the generality of Section VIII of the Principal Deed and Clause 7.10 of Section VII of this Sub-Deed, 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 this Sub-Deed committed by his predecessor-in-title in respect of his Residential Unit or the part or parts of the Village Retained Areas 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.
- 7.12 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 this Sub-Deed or otherwise fails to observe and perform any of the terms and

conditions herein contained from using the Village Common Facilities 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 this Clause 7.12, 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.

- 7.13 Subject as otherwise provided in this Sub-Deed, the Manager shall have the authority to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Sub-Deed or any relevant sub-sub-deed of mutual covenant 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;
- 7.14 The Manager shall have the power from time to time to make, revoke and amend the Village Rules regulating the use, operation and maintenance of the Village including the Village Common Areas and the Village Common Facilities and the conduct of persons occupying, using or visiting the same Provided that notwithstanding anything contained in the Principal Deed or in this Clause 7.14, the Manager shall not make, revoke and amend the Village Rules except with the prior approval of the Village Owners' Committee (if formed).
- 7.15 The Owners of the Residential Units shall each deposit and maintain with the Manager a refundable decoration deposit of HK\$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.

- 7.16 Notwithstanding anything contained in this Sub-Deed, the Registered Owner shall only be obliged to contribute to the Improvement Fund, the debris removal fee and the various deposits and advance payments provided under Clauses 7.8 and 7.9 of Section VII of this Sub-Deed in respect of any Residential Unit or any part of the Village Retained Areas which remain(s) unsold after a period of three (3) months from the date of this Sub-Deed.

For the purpose of this Clause 7.16, a Residential Unit or a part or parts of the Village Retained Areas 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.

- 7.17 The management expenditure which is to be expended by the Manager for effecting any improvement to the Village Common Areas and the Village Common Facilities shall not exceed ten per cent (10%) of the current annual management budget in respect of the Village, save with the prior approval of the Village Owners' Committee (if formed) or of the Owners in a meeting of the Owners of the Village.

- 7.18 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 as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Village. The Manager shall use all reasonable endeavours to ensure that the waste separation and recovery facilities so provided shall consist of material that will not cause any fire hazard and shall be placed in such locations so as not to cause obstruction to any fire escape route and, to the extent that recycling facilities are reasonably available, recyclable materials recovered from the waste separation and recovery facilities or through the regular cleansing

process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Village.

- 7.19 The Manager shall have power to organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Village and to encourage such Owners and occupiers to participate in such activities with a view to improving the environmental conditions of the Village.
- 7.20 The Manager shall have power to make Village Rules requiring the Owners and occupiers of the Village to dispose of their rubbish properly for waste separation and recycling purposes.

SECTION VIII

A. MEETINGS OF VILLAGE OWNERS

- 8.1 The Owners of the Village shall within nine (9) months from the issue of occupation permit of the Village or within nine (9) months from the date of this Sub-Deed, whichever shall be the later meet for the purpose of electing a Chairman and a Vice-Chairman and not less than 3 members but not more than 5 members to the Village Owners' Committee for a term of two (2) years and transacting business to be tabled at the meeting.
- 8.2 A bi-annual general meeting shall be convened by the Manager or the Village Owners' Committee and shall be held once in each two (2) calendar years and the Owners of the Village shall meet in such bi-annual general meeting for the purpose of electing such officers and members as aforesaid and transacting any other business of which due notice is given in the notice convening the meeting.
- 8.3 A meeting of the Owners of the Village, other than the bi-annual general meeting of the Owners of the Village, may be convened at any time by the Manager or the Village 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 Village.

- 8.4 Undivided shares allocated to the Village Common Areas and the Village Common Facilities shall not carry any voting rights nor shall such undivided shares be taken into account for the purpose of counting the quorum of any meeting of the Owners of the Village.
- 8.5 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.
- 8.6 (a) The Owners of the Village shall be entitled to notice of meetings of the Owners of the Village or to attend or vote at any such meeting.
- (b) 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 Village held by the Registered Owner.
- 8.7 A meeting of the Owners of the Village shall be presided over by the Chairman of the Village Owners' Committee, or in his absence, the Owners present at the meeting shall choose one of them to be the Chairman of that meeting.
- 8.8 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 Village and the said representative of the Manager shall be a quorum.

- 8.9 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.
- 8.10 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 Village owned by him shall have one vote for every Undivided Share of the Village held by him. Votes may be given either personally or by proxy or by a duly authorised representative of the Owner of the Village.
- 8.11 If an Undivided Share of the Village is owned by two (2) or more persons, any vote in respect of that Undivided Share of the Village may be cast :-
- (a) by a proxy 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 Village in the register kept at the Islands New Territories Land Registry.
- 8.12 In the case of an equality of votes the person presiding over the meeting shall have a second or casting vote.
- 8.13 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.

- 8.14 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 of the Village.
- 8.15 All resolutions passed at a meeting duly convened and held shall be binding on all Owners insofar as the Village is concerned but such resolutions shall not be binding on the Manager or conflict with the provisions of this Sub-Deed, the Principal Deed or the City Rules or any decision of the City Owners' Committee.
- 8.16 The purpose of such meetings, in addition to the election of officers and members of the Village Owners' Committee as aforesaid, shall be to discuss matters relating to the Village. The Owners of the Village 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 prepared by the Manager.
- 8.17 The Chairman, or in his absence the Vice-Chairman, shall represent the Village in the City Owners' Committee.
- 8.18 The Chairman, the Vice-Chairman and any other officer of the Village Owners' Committee shall be elected in the following manner. The candidates for election shall be proposed and seconded by any Owners present in person or by proxy at the meeting. As soon as all candidates have been proposed and seconded and provided that such candidates consent to be elected their names will be put before the meeting who will vote thereon PROVIDED THAT where the current Chairman or in his absence the current Vice-Chairman of the Village Owners' Committee offers himself for election as the Chairman of the Village Owners' Committee, he shall not chair any meeting at which such election shall take place, in which case any Owner (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 VILLAGE OWNERS' COMMITTEE

- 8.19 The Chairman, Vice-Chairman and members of the Village Owners' Committee (hereinafter referred to as "the Committee") elected in accordance with the provisions of Subsection A of Section VIII and the Manager or its representative shall be the Village Owners' Committee, which shall, unless the Committee otherwise resolves, meet not less than twice a year.
- 8.20 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.
- 8.21 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.
- 8.22 The Manager may be represented at the meetings by a duly appointed representative.
- 8.23 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 8.20 of Section VIII of this Sub-Deed.
- 8.24 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.
- 8.25 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 present at the meeting shall be entitled to vote on behalf of the absentee member in addition to his entitlement to vote in his own right as a member of the Committee. The Manager or his representative, save in the capacity as a representative appointed by the absentee member for the

purpose of this Clause 8.25 of Section VIII of this Sub-Deed, shall not be entitled to vote in any meeting of the Committee.

- 8.26 All resolutions passed at a meeting of the Committee duly convened and held shall be binding on all Owners insofar as the Village is concerned but such resolution shall not be binding on the Manager or conflict with the provisions of the Principal Deed or this Sub-Deed, the City Rules or any decision of the City Owners' Committee.
- 8.27 The purpose of a meeting of the Committee shall be to discuss matters relating to the Village, to fill any casual vacancy which may occur in the post of Chairman or Vice-Chairman 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 of the Village but such person may offer himself for re-election in accordance with Clause 8.18 of Section VIII of this Sub-Deed, to give directions and advice to the Chairman or Vice-Chairman on any issue before or expected to come before the City Owners' Committee, to make suggestions for the amendment, deletion or addition to the Village Rules and to decide on and undertake such duties as the Manager may delegate to the Committee.
- 8.28 The Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced to below five (5). In the event that the number is reduced to below five (5), the remaining members of the Committee may act but only for the purpose of calling for a meeting to fill in the vacancy.
- 8.29 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 IX

MISCELLANEOUS

9.1 Notwithstanding anything herein contained, the Owners of the Village shall in accordance with the Management Units allocated to the part or parts of the Village owned by them contribute to the expense for the maintenance, repair and the carrying out of all works in respect of the Slopes and Retaining Walls in accordance with the “Geoguide 5 – Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended from time to time) and the slope maintenance manual. A Slopes and Retaining Walls plan showing the Slopes and Retaining Walls is annexed hereto for identification purpose and a copy of the slope maintenance manual shall be kept at the Manager’s office in the Village and may be inspected by the Owners of the Village free of charge during the normal office hours of the Manager. The Manager is hereby given full authority by the Owners of the Village to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition any of such Slopes and Retaining Walls in accordance with such slope maintenance manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. The Manager shall have the right to demand the Owners of the Village for payment to the Manager of all costs lawfully incurred or to be incurred by the Manager in carrying out such works regarding the maintenance of the Slopes and Retaining Walls. The Manager shall not be personally liable for carrying out any such works regarding the maintenance of the Slopes and Retaining Walls which shall remain the responsibility of the Owners of the Village if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners of the Village.

9.2 The provisions of the Seventh Schedule to the Building Management Ordinance (Cap.344) shall be incorporated into and form part of this Sub-Deed. The provisions of the Eighth Schedule to the Building Management Ordinance (Cap. 344) in

force as at the date of this Sub-Deed shall, to the extent that they are consistent with the Principal Deed, be incorporated into this Sub-Deed (the “incorporated provisions”) and to the extent that any provision in this Sub-Deed is inconsistent with the incorporated provisions, the incorporated provisions shall prevail.

- 9.3 (a) A set of the plans showing the Village Common Areas and certified by the Authorised Person as such is annexed hereto with the Village Common Areas shown and coloured green and red thereon for identification purpose.
- (b) A copy of a set of such plans shall be kept at the Manager’s office in the Village and may be inspected by the Owners of the Village free of charge during the normal office hours of the Manager.

9.4 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-Deed Provided however that no person shall be liable for any of the covenants or provisions of this Sub-Deed in respect of any undivided share owned by him after ceasing to be an Owner 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.

9.5 The Registered Owner shall at its own cost provide a direct translation or summary in Chinese of this 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.

IN WITNESS whereof the Registered Owner and the Manager have caused their respective Common Seals to be hereunto affixed and the First Purchaser have hereunto set their respective hands and seals 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>
(A) Flats	Undivided Shares of and in the Lot	Undivided Shares of and in the buildings and other structures and ancillary works erected on the Village	Management Units
<u>Houses</u> (1, 3, 5, 7, 9, 11, 15, 17) (8 blocks) <u>Floor</u> Ground + yard - First + garden + golf cart parking spaces + flat roofs (terraces) Sub-Total :	16/250,000th shares 128/250,000th shares	16/5,970th shares 128/5,970th shares	16 management units 128 management units
<u>Low Rise Buildings</u> (Blocks 32, 36, 38, 40, 42, 46) (6 Blocks) <u>Floor</u> <u>Flat</u> Ground A + flat roof (terrace) + yard B + terrace	7/250,000th shares 5/250,000th shares	7/5,970th shares 5/5,970th shares	7 management units 5 management units

	C + terrace	5/250,000th shares	5/5,970th shares	5 management units
	D + flat roof (terrace) + yard	5/250,000th shares	5/5,970th shares	5 management units
1st - 6th	A	7/250,000th shares	7/5,970th shares	7 management units
	B	5/250,000th shares	5/5,970th shares	5 management units
	C	5/250,000th shares	5/5,970th shares	5 management units
	D	5/250,000th shares	5/5,970th shares	5 management units
Sub-Total :		792/250,000th shares	792/5,970th shares	792 management units

(Block 2) (1 Block)				
<u>Floor</u>	<u>Flat</u>			
Ground	A + garden + yard	12/250,000th shares	12/5,970th shares	12 management units
	B + garden + yard	14/250,000th shares	14/5,970th shares	14 management units
1st	A + flat roof (terrace)	12/250,000th shares	12/5,970th shares	12 management units
	B + flat roof (terrace)	13/250,000th shares	13/5,970th shares	13 management units
2nd	A + flat roof (terrace)	11/250,000th shares	11/5,970th shares	11 management units
	B + flat roof (terrace)	13/250,000th shares	13/5,970th shares	13 management units
3rd	A	11/250,000th shares	11/5,970th shares	11 management units
	B	13/250,000th shares	13/5,970th shares	13 management units
5th - 6th (Duplex)	A + flat roofs (terraces)	15/250,000th shares	15/5,970th shares	15 management units
	B + flat roofs (terraces)	17/250,000th shares	17/5,970th shares	17 management units
Sub-Total :		131/250,000th shares	131/5,970th shares	131 management units

Remarks:

For 6 storeyed Low Rise Buildings, 4th Floor is omitted.

<u>High Rise Buildings</u>				
<u>(Block H1)</u>				
<u>Floor</u>	<u>Flat</u>			
3rd	A + flat roof (patio garden)	7/250,000th shares	7/5,970th shares	7 management units
	B + balcony	7/250,000th shares	7/5,970th shares	7 management units
	C	10/250,000th shares	10/5,970th shares	10 management units
	D + flat roof (terrace)	6/250,000th shares	6/5,970th shares	6 management units
5th	A	7/250,000th shares	7/5,970th shares	7 management units
	B + balcony	7/250,000th shares	7/5,970th shares	7 management units
	C	10/250,000th shares	10/5,970th shares	10 management units
	D	6/250,000th shares	6/5,970th shares	6 management units
6th – 18th	A	7/250,000th shares	7/5,970th shares	7 management units
	B + balcony	7/250,000th shares	7/5,970th shares	7 management units
	C	10/250,000th shares	10/5,970th shares	10 management units
	D	5/250,000th shares	5/5,970th shares	5 management units
	E	10/250,000th shares	10/5,970th shares	10 management units
19th – 22nd	A	7/250,000th shares	7/5,970th shares	7 management units
	B + balcony	7/250,000th shares	7/5,970th shares	7 management units
	C	10/250,000th shares	10/5,970th shares	10 management units
	D	5/250,000th shares	5/5,970th shares	5 management units
	E	10/250,000th shares	10/5,970th shares	10 management units
23rd – 28th	A	7/250,000th shares	7/5,970th shares	7 management units
	B + balcony	7/250,000th shares	7/5,970th shares	7 management units
	C	10/250,000th shares	10/5,970th shares	10 management units
	D	5/250,000th shares	5/5,970th shares	5 management units
	E	10/250,000th shares	10/5,970th shares	10 management units
29th - 30th (Duplex)	A + flat roof (terrace)	17/250,000th shares	17/5,970th shares	17 management units
	B + balcony	16/250,000th shares	16/5,970th shares	16 management units
	C + flat roof (terrace) + flat roof (galaxy garden)	17/250,000th shares	17/5,970th shares	17 management units
Sub-Total :		890/250,000th shares	890/5,970th shares	890 management units

<u>(Block H2)</u>				
<u>Floor</u>	<u>Flat</u>			
3rd	A + flat roof (terrace)	8/250,000th shares	8/5,970th shares	8 management units
	B + flat roof (terrace)	7/250,000th shares	7/5,970th shares	7 management units
	C + balcony	7/250,000th shares	7/5,970th shares	7 management units
	D	10/250,000th shares	10/5,970th shares	10 management units
	E + flat roof (patio garden)	6/250,000th shares	6/5,970th shares	6 management units
5th	A	8/250,000th shares	8/5,970th shares	8 management units
	B	7/250,000th shares	7/5,970th shares	7 management units
	C + balcony	7/250,000th shares	7/5,970th shares	7 management units
	D	10/250,000th shares	10/5,970th shares	10 management units
	E	6/250,000th shares	6/5,970th shares	6 management units
6th – 18th	A	8/250,000th shares	8/5,970th shares	8 management units
	B	7/250,000th shares	7/5,970th shares	7 management units
	C + balcony	7/250,000th shares	7/5,970th shares	7 management units
	D	10/250,000th shares	10/5,970th shares	10 management units
	E	5/250,000th shares	5/5,970th shares	5 management units
	F	7/250,000th shares	7/5,970th shares	7 management units
19th – 25th	A	8/250,000th shares	8/5,970th shares	8 management units
	B	7/250,000th shares	7/5,970th shares	7 management units
	C + balcony	7/250,000th shares	7/5,970th shares	7 management units
	D	10/250,000th shares	10/5,970th shares	10 management units
	E	5/250,000th shares	5/5,970th shares	5 management units
	F	7/250,000th shares	7/5,970th shares	7 management units
26th – 28th	A	8/250,000th shares	8/5,970th shares	8 management units
	B	7/250,000th shares	7/5,970th shares	7 management units
	C + balcony	7/250,000th shares	7/5,970th shares	7 management units
	D	10/250,000th shares	10/5,970th shares	10 management units
	E	5/250,000th shares	5/5,970th shares	5 management units
	F	7/250,000th shares	7/5,970th shares	7 management units
29th - 30th (Duplex)	A + flat roof (terrace) + balcony + flat roof (galaxy garden)	18/250,000th shares	18/5,970th shares	18 management units
	B + flat roof (terrace)	16/250,000th shares	16/5,970th shares	16 management units

C + flat roof (terrace) + flat roof (galaxy garden)	19/250,000th shares	19/5,970th shares	19 management units
Sub-Total :	1,009/250,000th shares	1,009/5,970th shares	1,009 management units

<u>(Block H3)</u>				
<u>Floor</u>	<u>Flat</u>			
3rd	A + flat roof (patio garden)	7/250,000th shares	7/5,970th shares	7 management units
	B + flat roof + balcony	7/250,000th shares	7/5,970th shares	7 management units
	C	10/250,000th shares	10/5,970th shares	10 management units
	D + flat roof (terrace)	6/250,000th shares	6/5,970th shares	6 management units
5th	A	7/250,000th shares	7/5,970th shares	7 management units
	B + balcony	7/250,000th shares	7/5,970th shares	7 management units
	C	10/250,000th shares	10/5,970th shares	10 management units
	D	6/250,000th shares	6/5,970th shares	6 management units
6th - 15th	A	7/250,000th shares	7/5,970th shares	7 management units
	B + balcony	7/250,000th shares	7/5,970th shares	7 management units
	C	10/250,000th shares	10/5,970th shares	10 management units
	D	5/250,000th shares	5/5,970th shares	5 management units
	E	10/250,000th shares	10/5,970th shares	10 management units
16th - 22nd	A	7/250,000th shares	7/5,970th shares	7 management units
	B + balcony	7/250,000th shares	7/5,970th shares	7 management units
	C	10/250,000th shares	10/5,970th shares	10 management units
	D	5/250,000th shares	5/5,970th shares	5 management units
	E	10/250,000th shares	10/5,970th shares	10 management units
23rd - 27th	A	7/250,000th shares	7/5,970th shares	7 management units
	B + balcony	7/250,000th shares	7/5,970th shares	7 management units
	C	10/250,000th shares	10/5,970th shares	10 management units
	D	5/250,000th shares	5/5,970th shares	5 management units
	E	10/250,000th shares	10/5,970th shares	10 management units
28th - 29th (Duplex)	A + flat roofs (terraces)	18/250,000th shares	18/5,970th shares	18 management units
	B + balcony	16/250,000th shares	16/5,970th shares	16 management units
	C + flat roof (terrace)	18/250,000th shares	18/5,970th shares	18 management units
	+ flat roof (galaxy garden)			
Sub-Total :		853/250,000th shares	853/5,970th shares	853 management units

<u>(Block H5)</u>				
<u>Floor</u>	<u>Flat</u>			
3rd	A	7/250,000th shares	7/5,970th shares	7 management units
	B + flat roof (terrace)	7/250,000th shares	7/5,970th shares	7 management units
	C + balcony	7/250,000th shares	7/5,970th shares	7 management units
	D	10/250,000th shares	10/5,970th shares	10 management units
	E + flat roof (terrace)	6/250,000th shares	6/5,970th shares	6 management units
5th	A	7/250,000th shares	7/5,970th shares	7 management units
	B	7/250,000th shares	7/5,970th shares	7 management units
	C + balcony	7/250,000th shares	7/5,970th shares	7 management units
	D	10/250,000th shares	10/5,970th shares	10 management units
	E	6/250,000th shares	6/5,970th shares	6 management units
6th - 12th	A	7/250,000th shares	7/5,970th shares	7 management units
	B	7/250,000th shares	7/5,970th shares	7 management units
	C + balcony	7/250,000th shares	7/5,970th shares	7 management units
	D	10/250,000th shares	10/5,970th shares	10 management units
	E	5/250,000th shares	5/5,970th shares	5 management units
	F	7/250,000th shares	7/5,970th shares	7 management units
15th - 22nd	A	7/250,000th shares	7/5,970th shares	7 management units
	B	7/250,000th shares	7/5,970th shares	7 management units
	C + balcony	7/250,000th shares	7/5,970th shares	7 management units
	D	10/250,000th shares	10/5,970th shares	10 management units
	E	5/250,000th shares	5/5,970th shares	5 management units
	F	7/250,000th shares	7/5,970th shares	7 management units
23rd - 27th	A	7/250,000th shares	7/5,970th shares	7 management units
	B	7/250,000th shares	7/5,970th shares	7 management units
	C + balcony	7/250,000th shares	7/5,970th shares	7 management units
	D	10/250,000th shares	10/5,970th shares	10 management units
	E	5/250,000th shares	5/5,970th shares	5 management units
	F	7/250,000th shares	7/5,970th shares	7 management units
28th - 29th (Duplex)	A + balcony	17/250,000th shares	17/5,970th shares	17 management units
	+ flat roof (terrace)			
	+ flat roof (galaxy garden)			
	B + balcony	18/250,000th shares	18/5,970th shares	18 management units
	C + flat roof (terrace) + flat roof (galaxy garden)	20/250,000th shares	20/5,970th shares	20 management units
Sub-Total :		946/250,000th shares	946/5,970th shares	946 management units

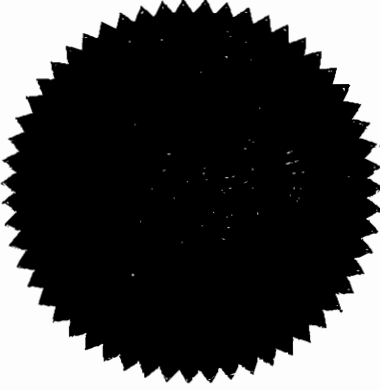
Remarks: For High Rise Buildings, 1st Floor, 2nd Floor, 4th Floor, 13th Floor, 14th Floor and 24th Floor are omitted.

(B) Village Retained Areas	19/250,000th shares	19/5,970th shares	19 management units
----------------------------	---------------------	-------------------	---------------------

<u>Summary</u>			
Houses	128/250,000th shares	128/5,970th shares	128 management units
Low Rise Buildings	923/250,000th shares	923/5,970th shares	923 management units
High Rise Buildings	3,698/250,000th shares	3,698/5,970th shares	3,698 management units
Village Retained Areas	19/250,000th shares	19/5,970th shares	19 management units
Total :	4,768/250,000th shares	4,768/5,970th shares	4,768 management units

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 :-)

Loretta

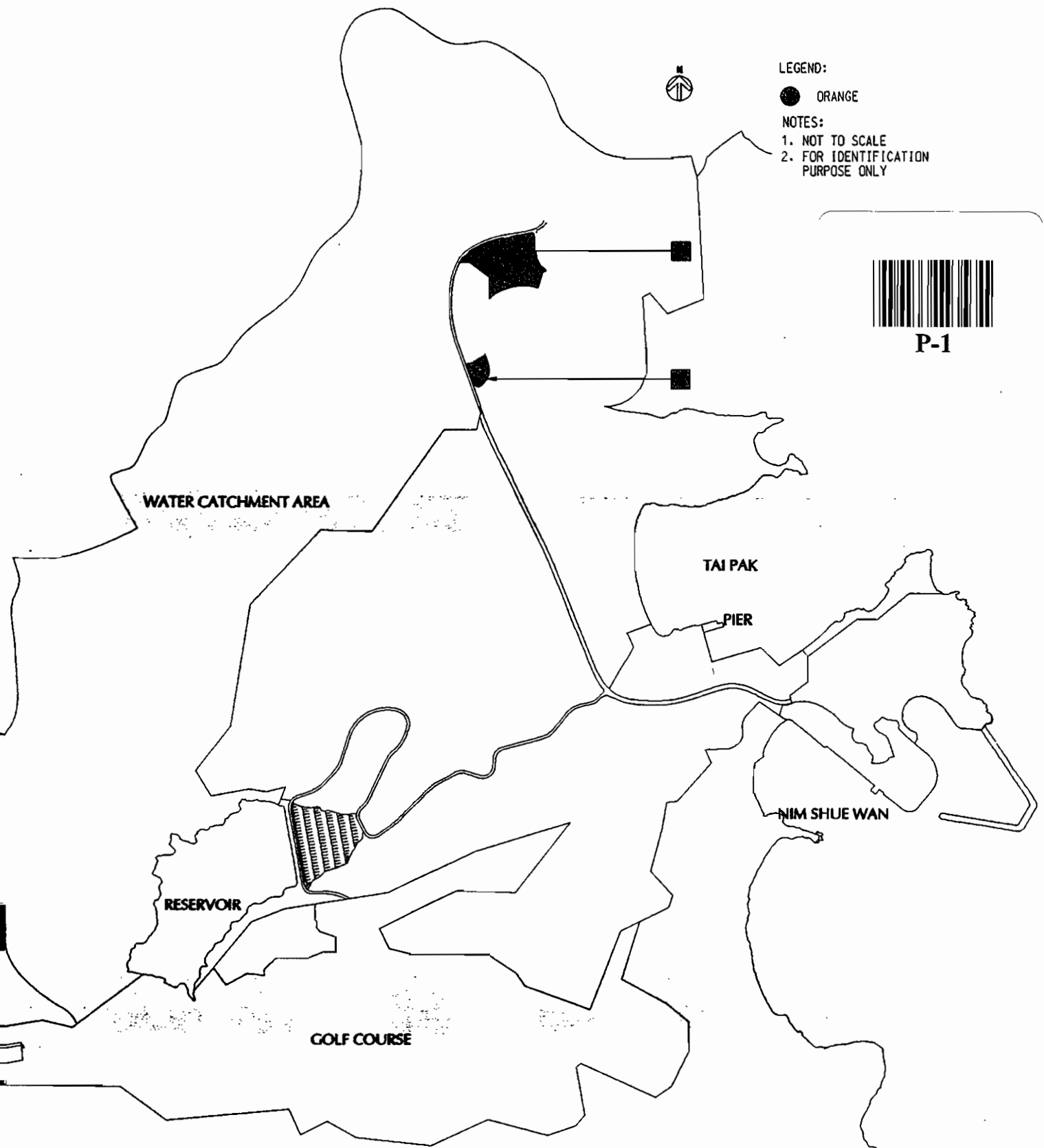


[Handwritten signature]

Liu Sheung Kiu
 Johnson Stokes & Master
 Solicitor, Hong Kong SAR

INTERPRETED to the First Purchaser by :-

Martha Hoang **Martha Hoang**
 Clerk to Messrs. Johnson Stokes & Master,
 Solicitors & C., Hong Kong SAR



SITE PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



P-1

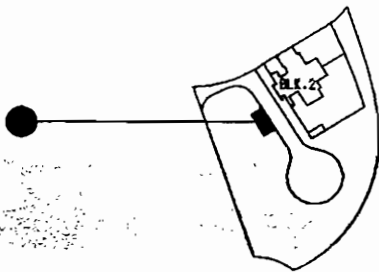
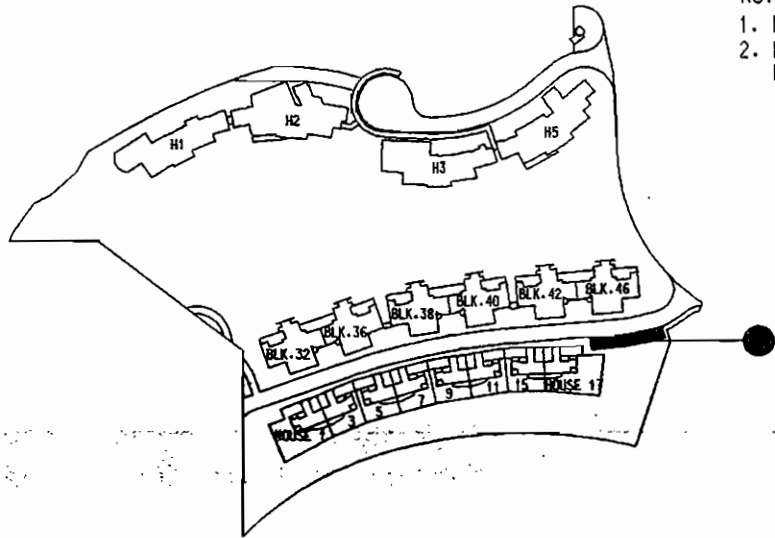


LEGEND:

● BROWN

NOTES:

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



VILLAGE PLAN FOR SUB-DEED OF MUTUAL COVENANT
RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 314440



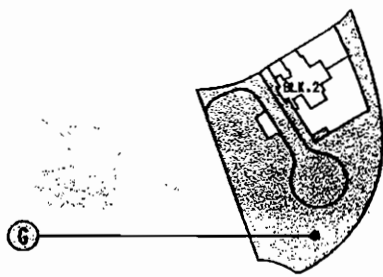
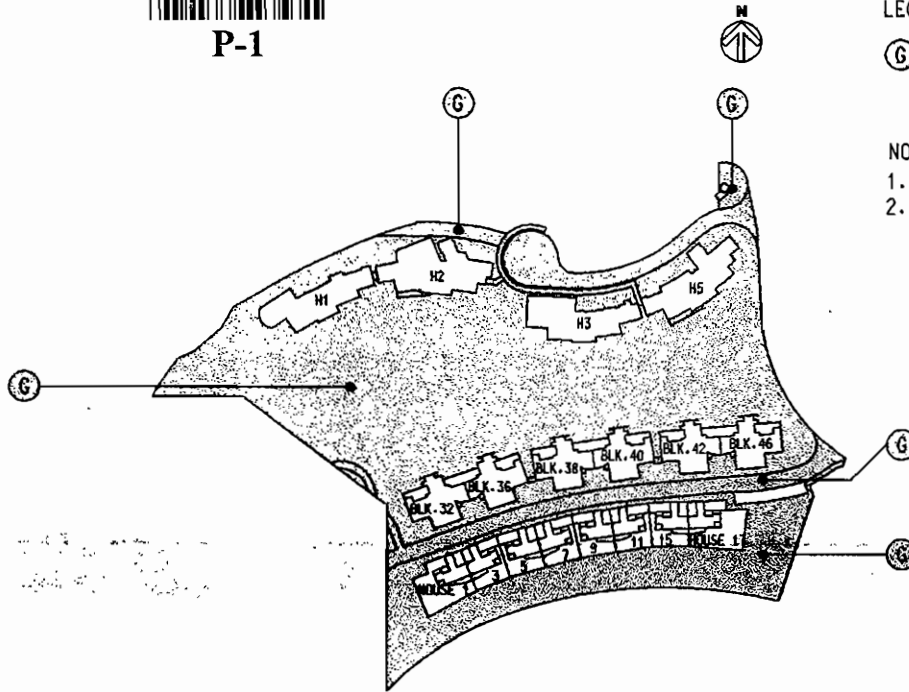
P-1

LEGEND:

(G) GREEN

NOTES:

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



PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS $\frac{M}{N}$ 314440



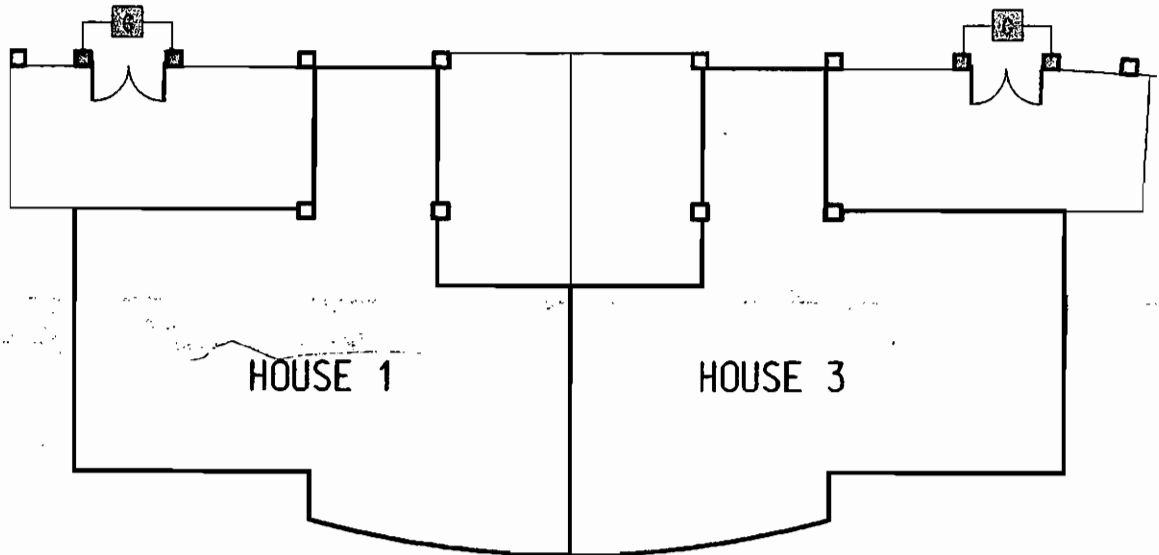
P-1

LEGEND:

 GREEN

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



FIRST FLOOR PLAN

- (HOUSE 1)
- (SIMILAR BUT HANDED FOR HOUSE 3)
- (HOUSE 5)
- (SIMILAR BUT HANDED FOR HOUSE 7)
- (HOUSE 9)
- (SIMILAR BUT HANDED FOR HOUSE 11)
- (HOUSE 15)
- (SIMILAR BUT HANDED FOR HOUSE 17)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



P-1

LEGEND:

■ RED

NOTES:

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



LOWER GROUND FLOOR PLAN
(BLOCK 2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 1/N 314440



P-1

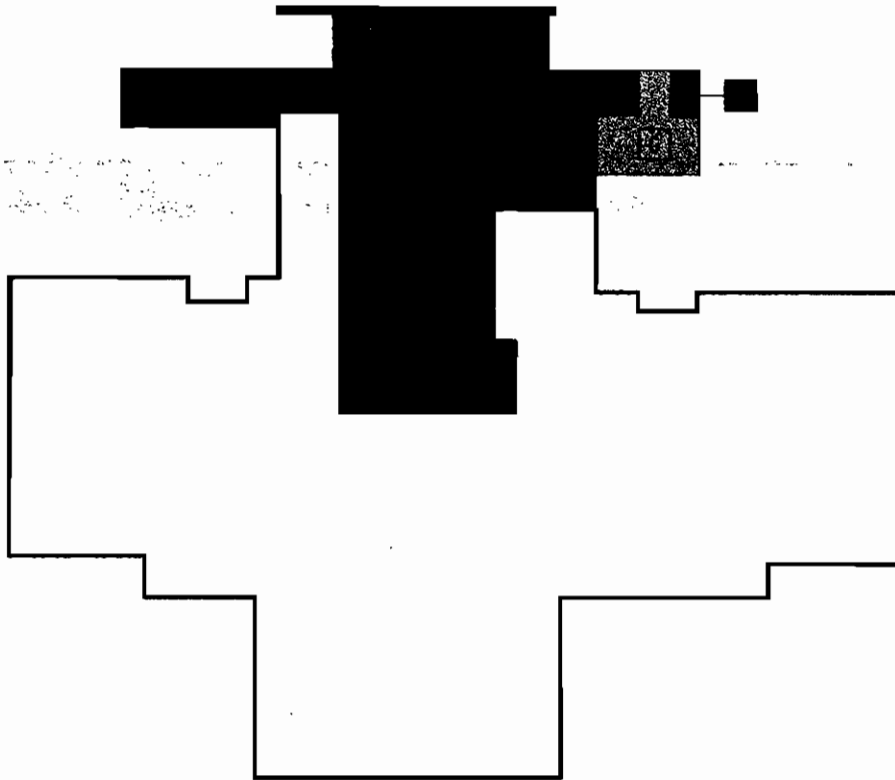
LEGEND:

■ RED

■ GREEN

NOTES:

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



GROUND FLOOR PLAN

(BLOCK 2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE:SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO,DISCOVERY BAY,LANTAU ISLAND.



IS N 314440



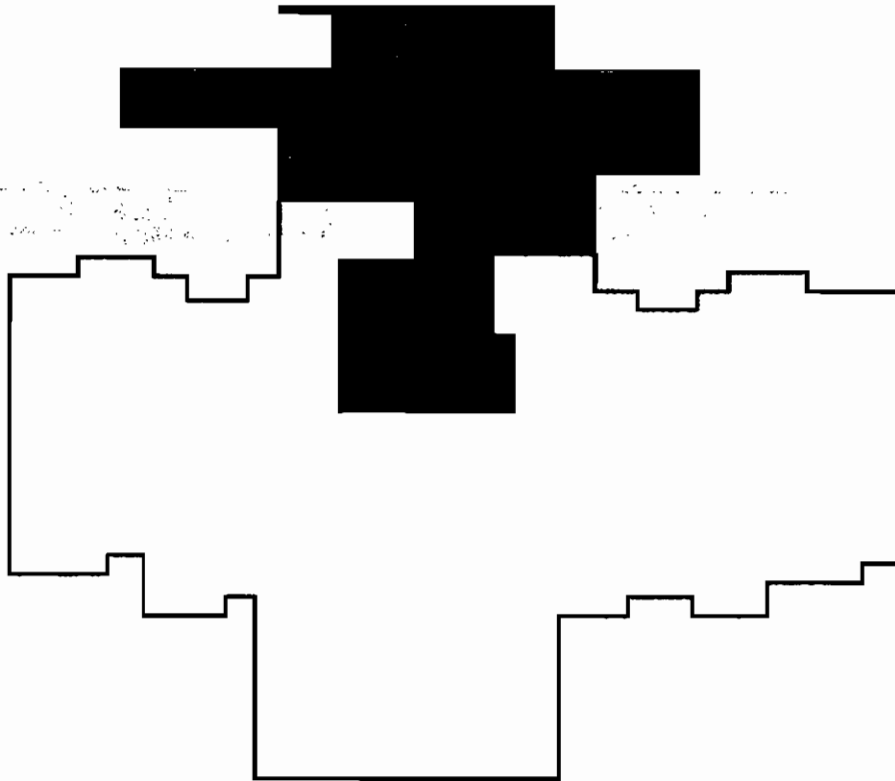
P-1

LEGEND:

■ RED

NOTES:

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



1ST FLOOR PLAN

(BLOCK 2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS M/ 314440



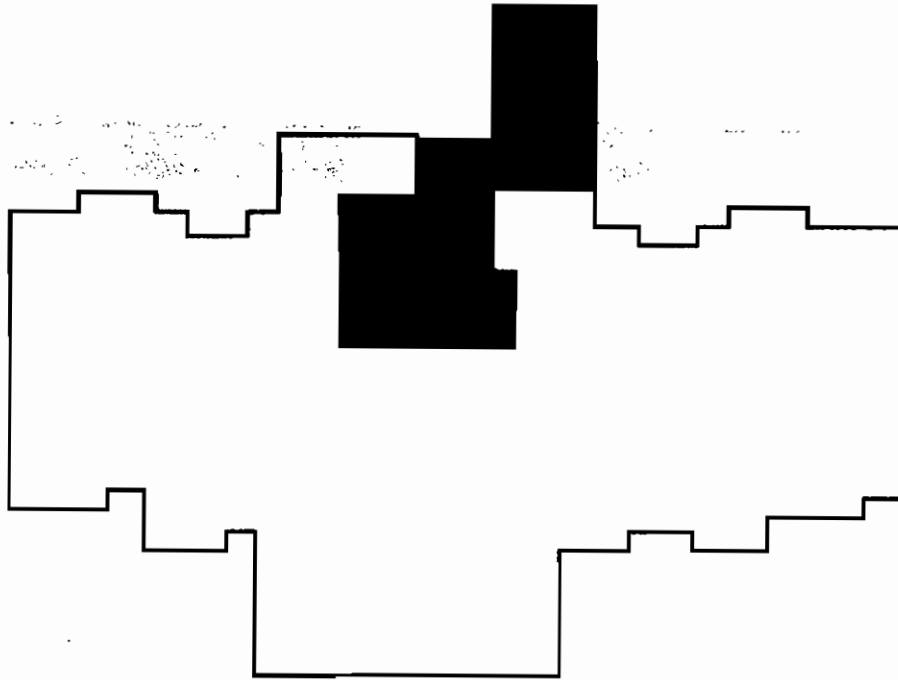
P-1

LEGEND:

■ RED

NOTES:

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



2ND FLOOR PLAN

(BLOCK 2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS BY N 314440

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



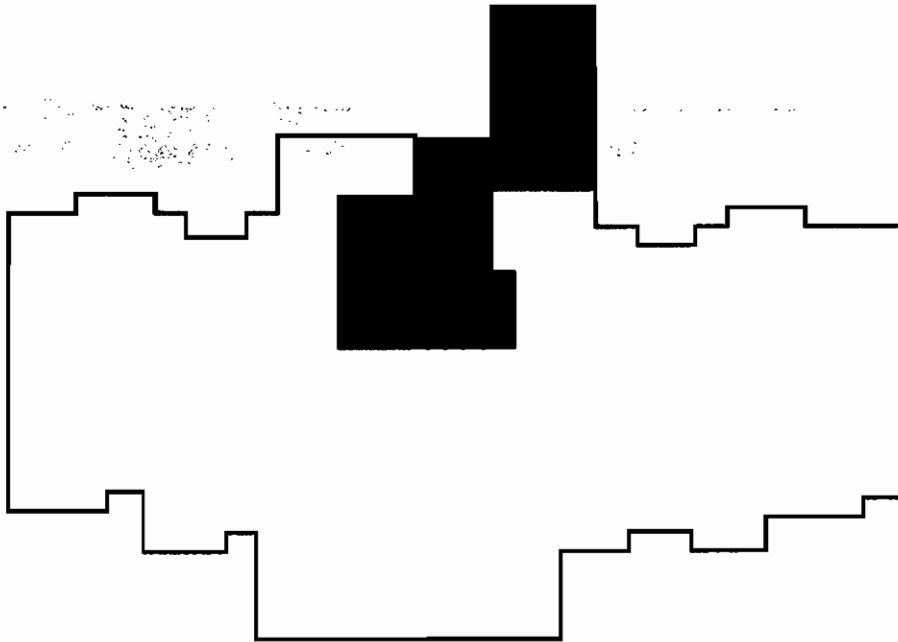
P-1

LEGEND:



NOTES:

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



3RD FLOOR PLAN

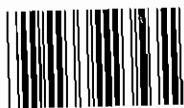
(BLOCK 2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS $\frac{1}{N}$ 314440



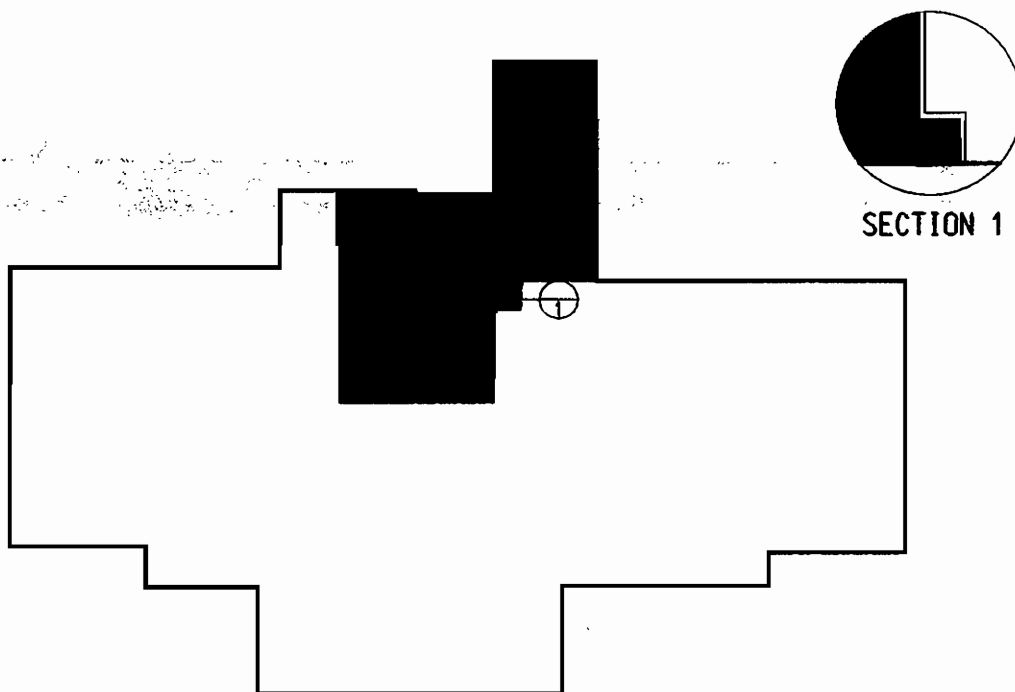
P-1

LEGEND:



NOTES:

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



5TH FLOOR PLAN (LOWER DUPLEX)

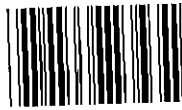
(BLOCK 2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 314440



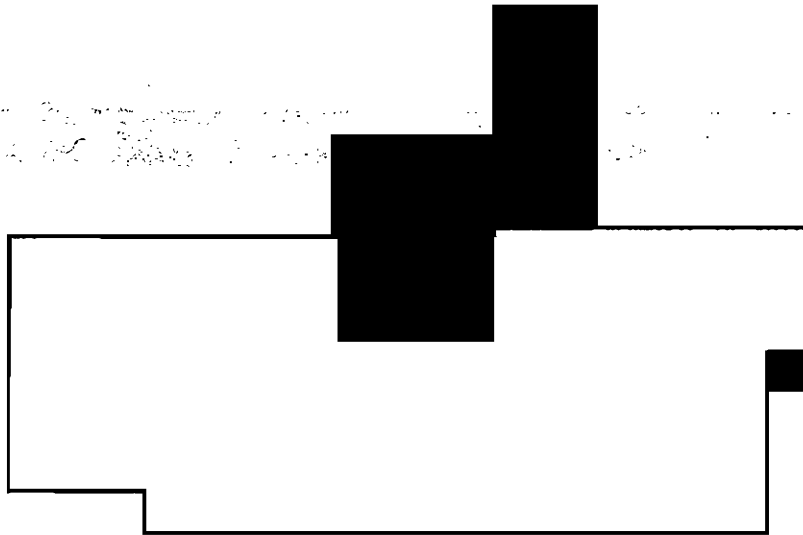
P-1

LEGEND:

■ RED

NOTES:

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



6TH FLOOR PLAN (UPPER DUPLEX)
(BLOCK 2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 314440



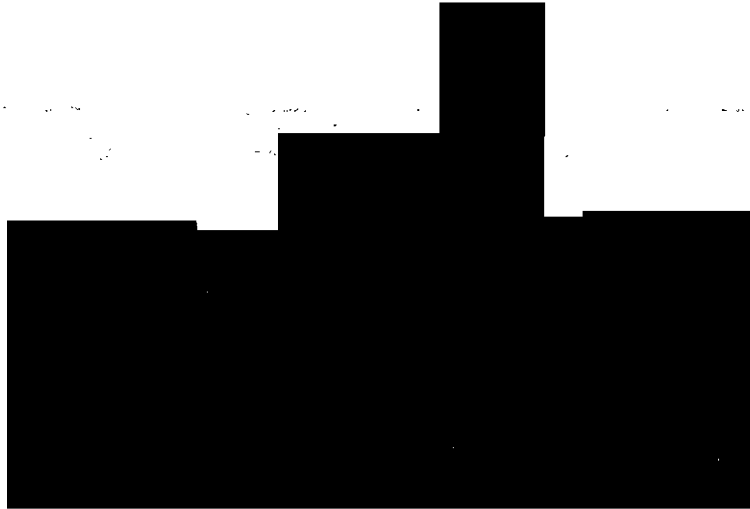
P-1

LEGEND:

■ RED

NOTES:

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



ROOF PLAN

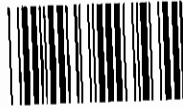
(BLOCK 2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE:SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO,DISCOVERY BAY,LANTAU ISLAND.



IS $\frac{1}{N}$ 314440



P-1

LEGEND:

■ RED

NOTES:

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



PITCH ROOF PLAN

(BLOCK 2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS $\frac{1}{N}$ 314440



P-1

LEGEND:

■ RED

■ GREEN

NOTES:

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



LOWER GROUND FLOOR PLAN

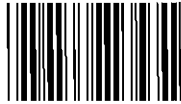
(BLOCK 32)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS ²/_N 31 4440



P-1

LEGEND:

■ RED

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



LOWER GROUND FLOOR PLAN

(BLOCK 36)

(SIMILAR BUT HANDED)

(BLOCK 38)

(SIMILAR BUT HANDED FOR BLOCK 40)

(BLOCK 42)

(SIMILAR BUT HANDED FOR BLOCK 46)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 1/1 314440



P-1

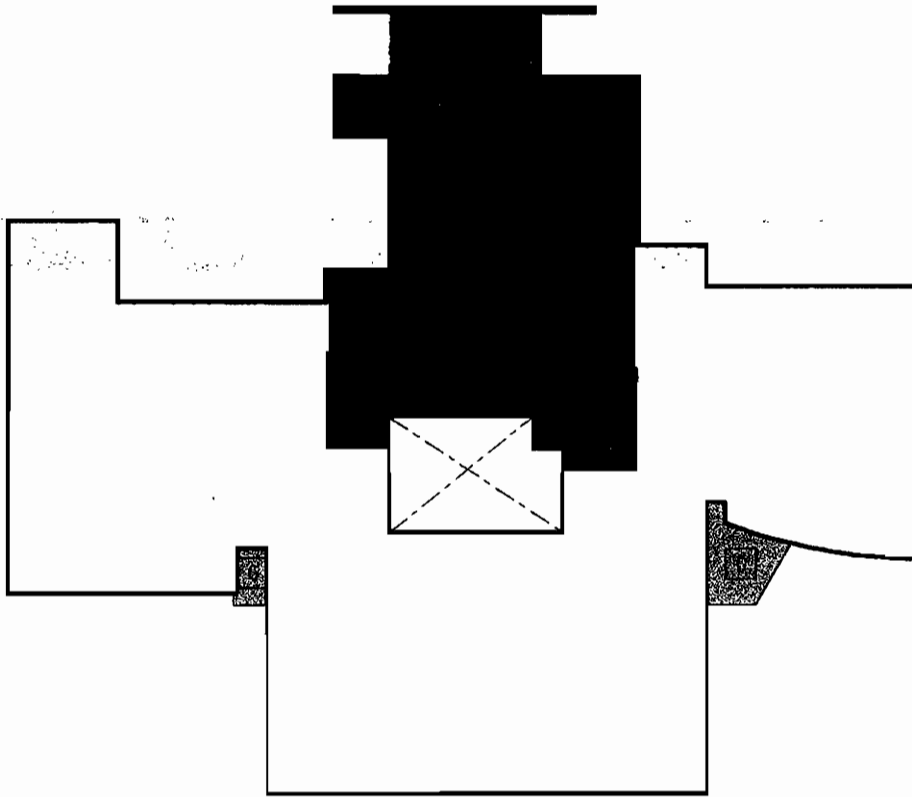
LEGEND:

■ RED

■ GREEN

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



GROUND FLOOR PLAN

(BLOCK 32)

(SIMILAR BUT HANDED FOR BLOCKS 36 & 40)

(BLOCK 42)

(SIMILAR BUT HANDED FOR BLOCK 46)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



ISAK 314440



P-1

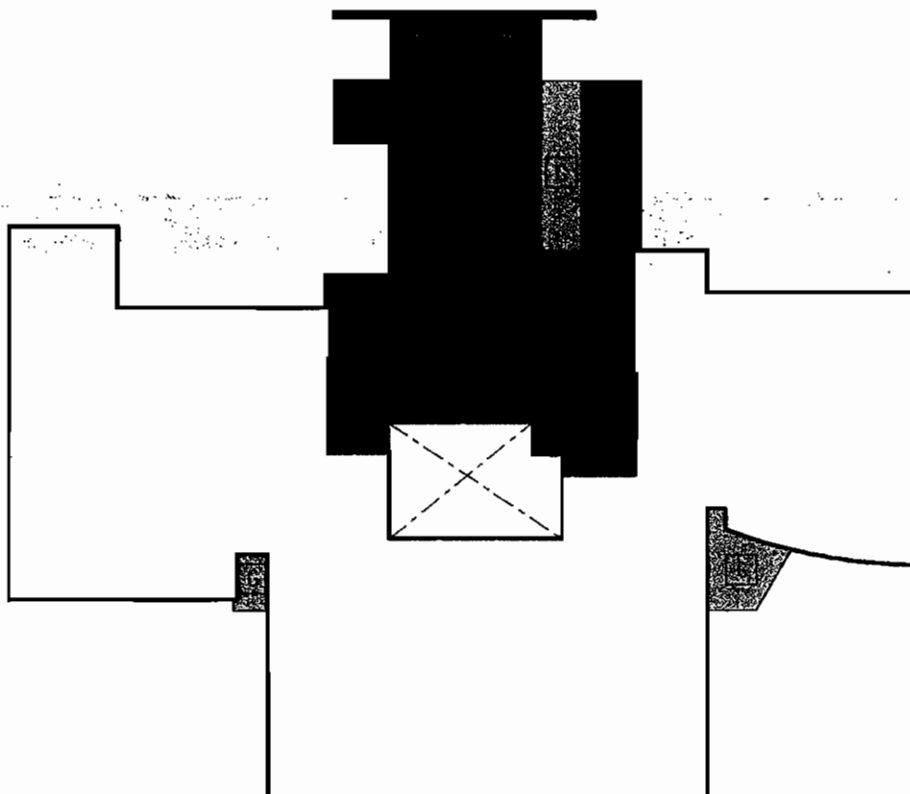
LEGEND:

■ RED

■ GREEN

NOTES:

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



GROUND FLOOR PLAN
(BLOCK 38)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



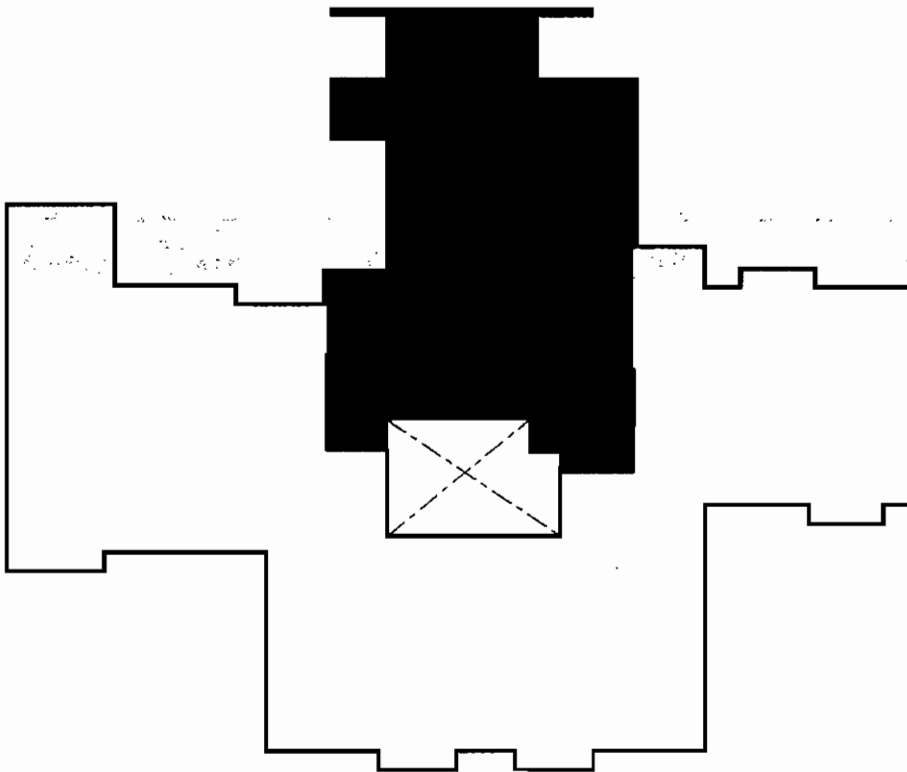
P-1

LEGEND:

■ RED

NOTES:

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



1ST FLOOR PLAN

- (BLOCK 32)
- (SIMILAR BUT HANDED FOR BLOCK 36)
- (BLOCK 38)
- (SIMILAR BUT HANDED FOR BLOCK 40)
- (BLOCK 42)
- (SIMILAR BUT HANDED FOR BLOCK 46)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 314440

LEGEND:

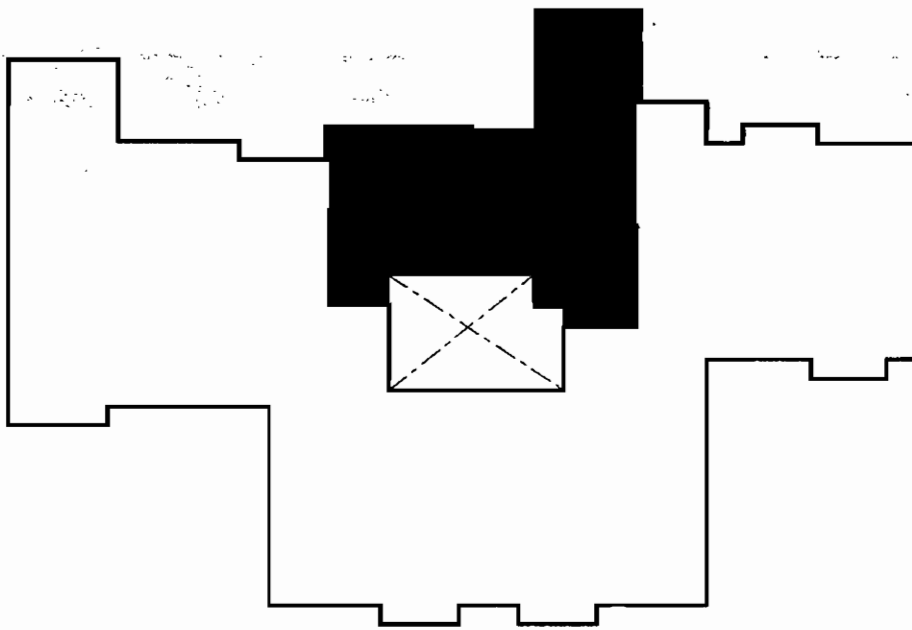
■ RED



P-1

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



2ND-6TH FLOOR PLAN

(BLOCK 32)

(SIMILAR BUT HANDED FOR BLOCK 36)

(BLOCK 38)

(SIMILAR BUT HANDED FOR BLOCK 40)

(BLOCK 42)

(SIMILAR BUT HANDED FOR BLOCK 46)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS/KS 314440



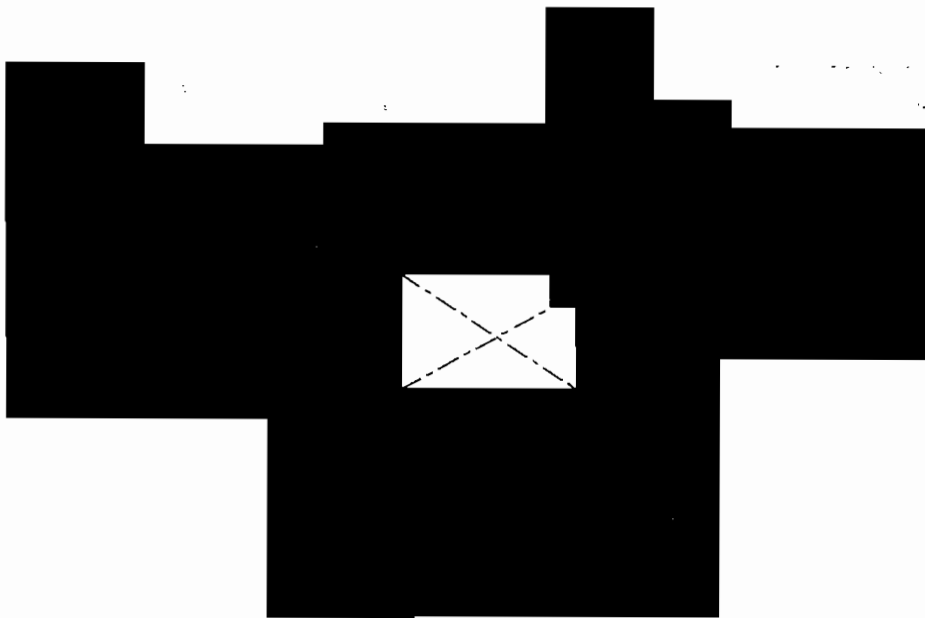
P-1

LEGEND:

■ RED

NOTES:

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



ROOF PLAN

- (BLOCK 32)
- (SIMILAR BUT HANDED FOR BLOCK 36)
- (BLOCK 38)
- (SIMILAR BUT HANDED FOR BLOCK 40)
- (BLOCK 42)
- (SIMILAR BUT HANDED FOR BLOCK 46)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

**RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.**



P-1

LEGEND:

■ RED

NOTES:

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



UPPER ROOF PLAN

- (BLOCK 32)
- (SIMILAR BUT HANDED FOR BLOCK 36)
- (BLOCK 38)
- (SIMILAR BUT HANDED FOR BLOCK 40)
- (BLOCK 42)
- (SIMILAR BUT HANDED FOR BLOCK 46)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



ISA 314440



P-1

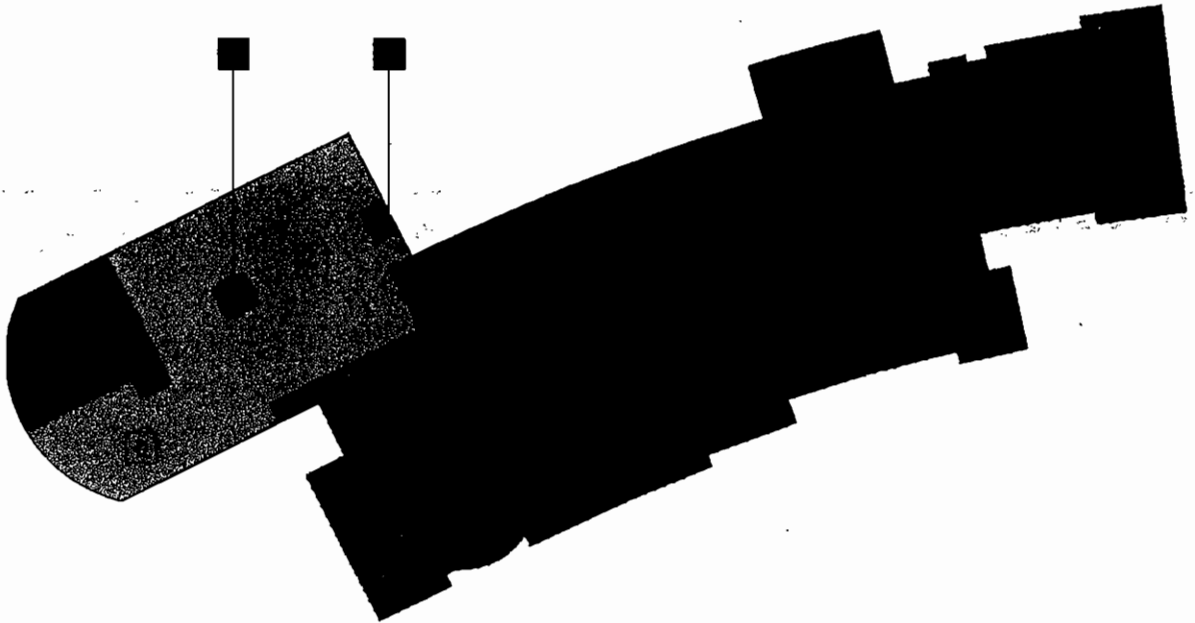
LEGEND:

■ RED

■ GREEN

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



GROUND FLOOR PLAN

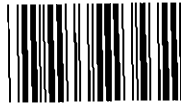
(BLOCK H1)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 314440



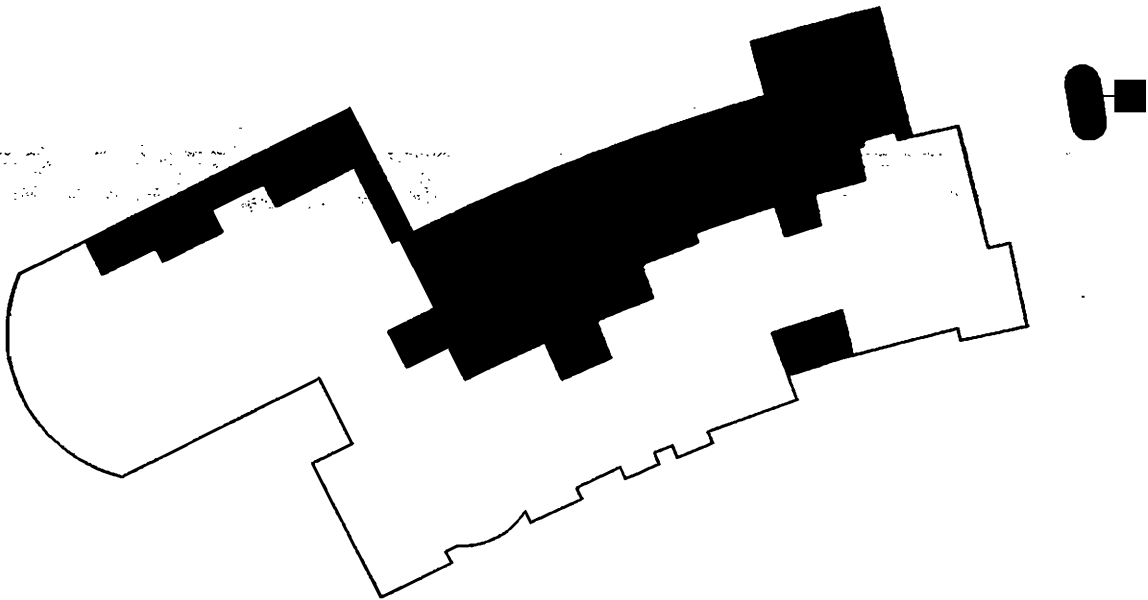
P-1

LEGEND:

■ RED

NOTES:

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



3/F FLOOR PLAN

(BLOCK H1)

(1/F, 2/F, 4/F OMITTED)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS N 314440



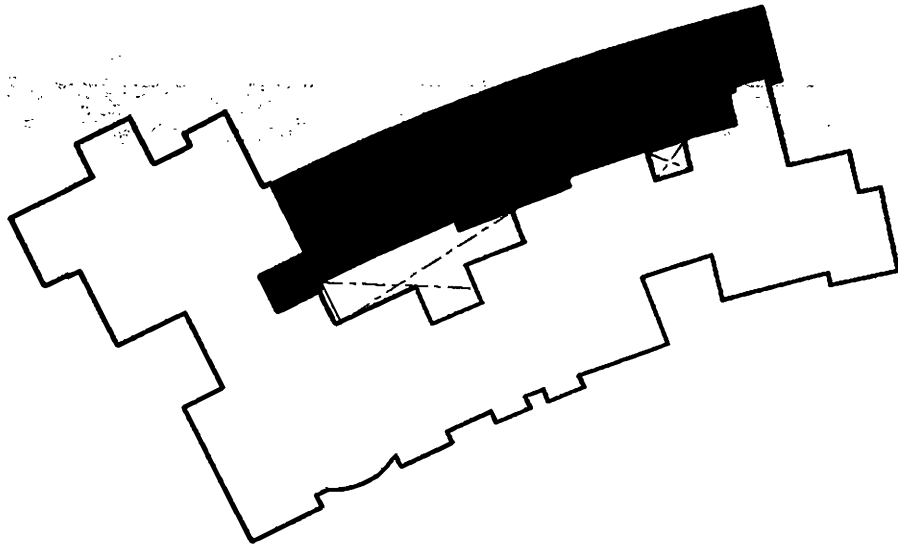
P-1

LEGEND:

■ RED

NOTES:

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



5/F FLOOR PLAN

(BLOCK H1)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE:SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO,DISCOVERY BAY,LANTAU ISLAND.



IS 314440



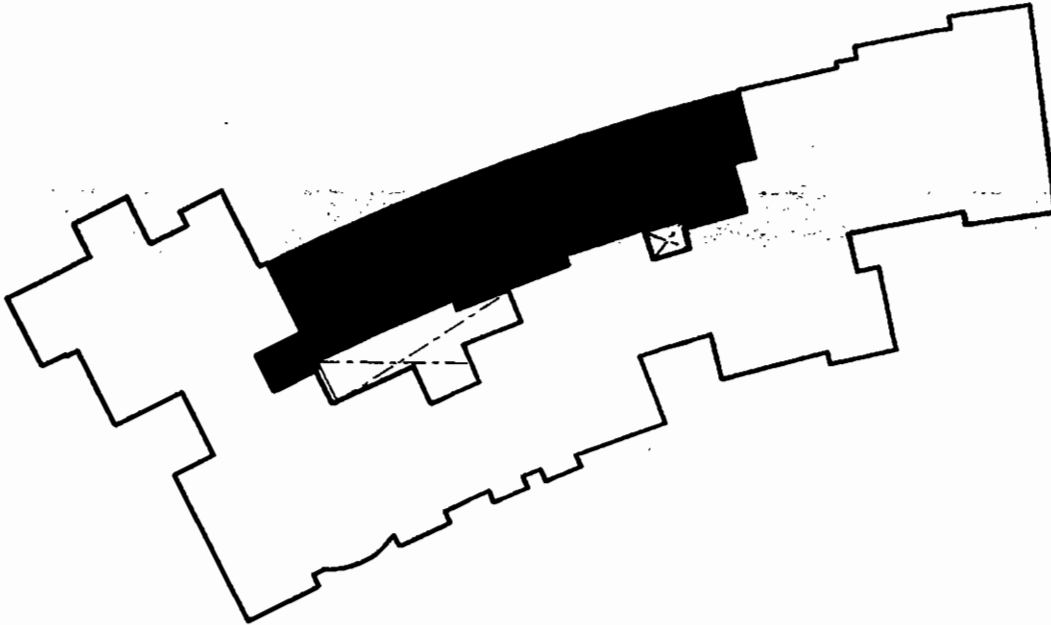
P-1

LEGEND:

■ RED

NOTES:

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



6-28/F FLOOR PLAN

(BLOCK H1)

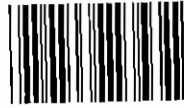
(FLOOR NO.1/F,2/F,4/F,13/F,14/F & 24/F OMITTED)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

**RE:SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO,DISCOVERY BAY,LANTAU ISLAND.**



IS 314440



P-1

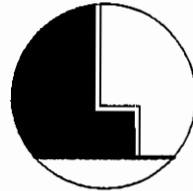
LEGEND:

■ RED

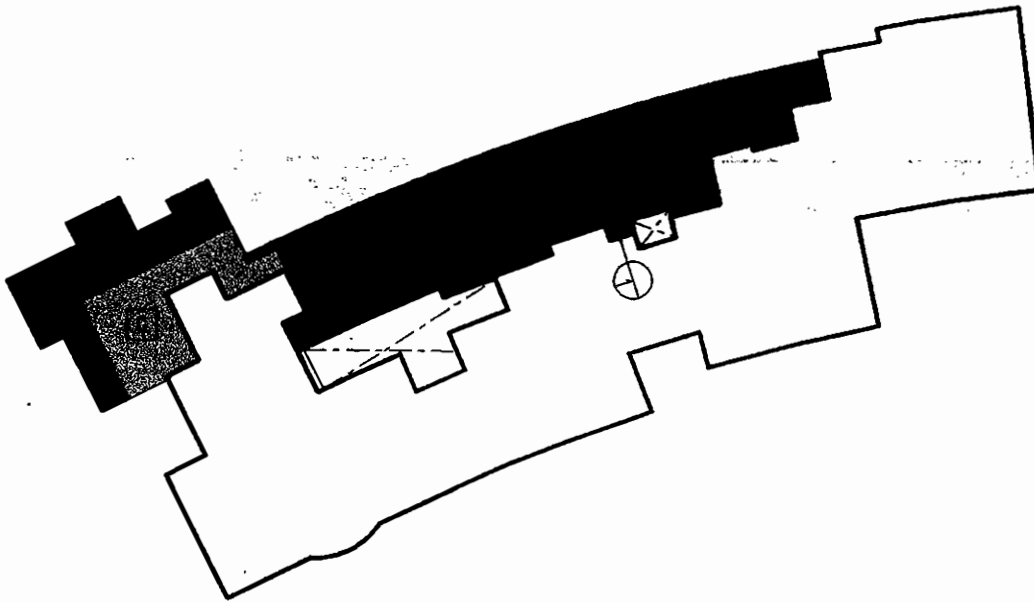
■ GREEN

NOTES:

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



SECTION 1



29/F FLOOR PLAN (LOWER DUPLEX)

(BLOCK H1)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS ^{AK} / N 314440



P-1

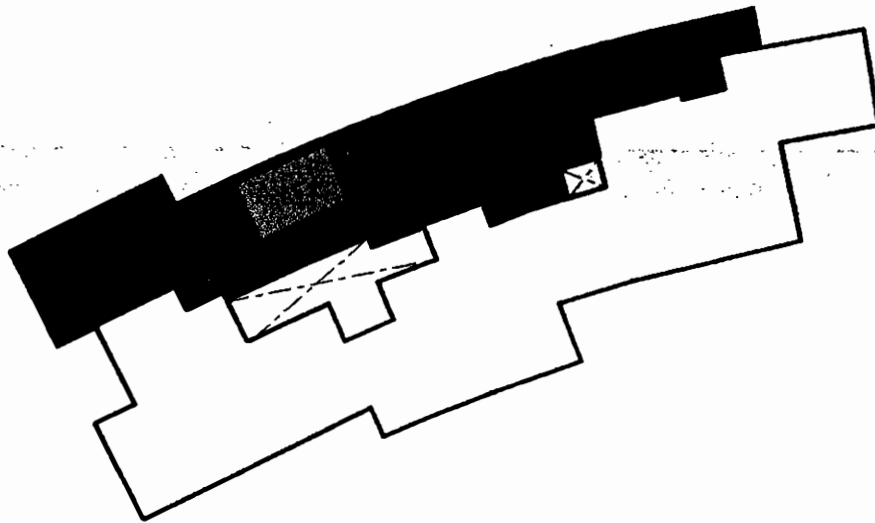
LEGEND:

■ RED

■ GREEN

NOTES:

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



30/F FLOOR PLAN (UPPER DUPLEX)

(BLOCK H1)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



TS/M 314440



P-1

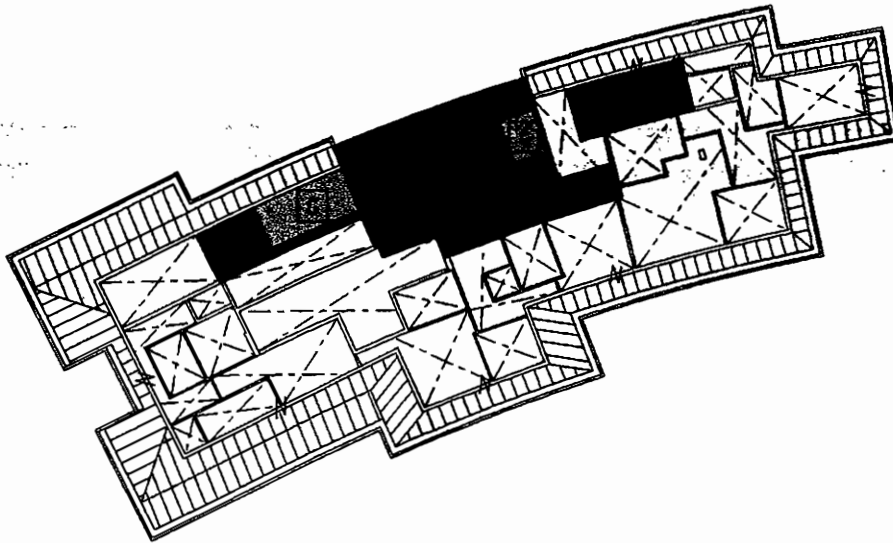
LEGEND:

■ RED

■ GREEN

NOTES:

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



ROOF PLAN

(BLOCK H1)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

✳ IS ^{2/1} N 314440



P-1

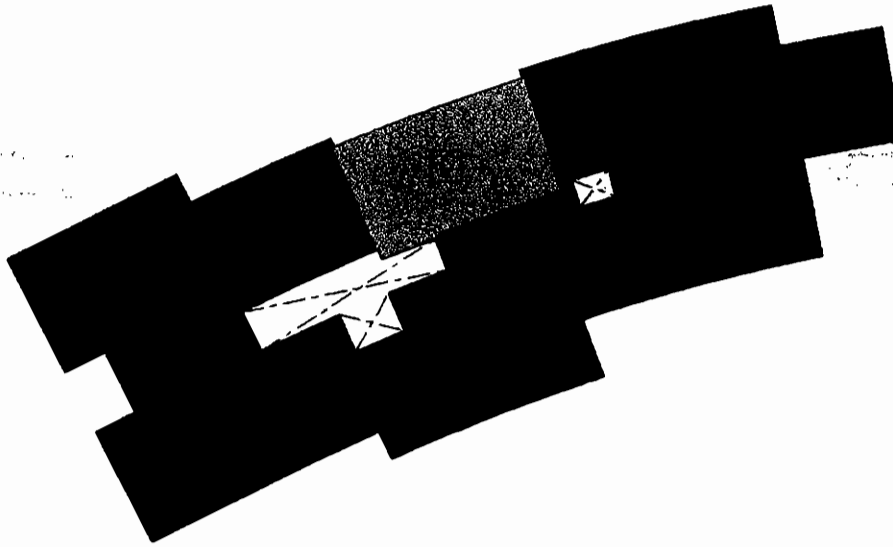
LEGEND:

■ RED

■ GREEN

NOTES:

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



PITCH ROOF PLAN

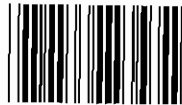
(BLOCK H1)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



TS/M/314440



P-1

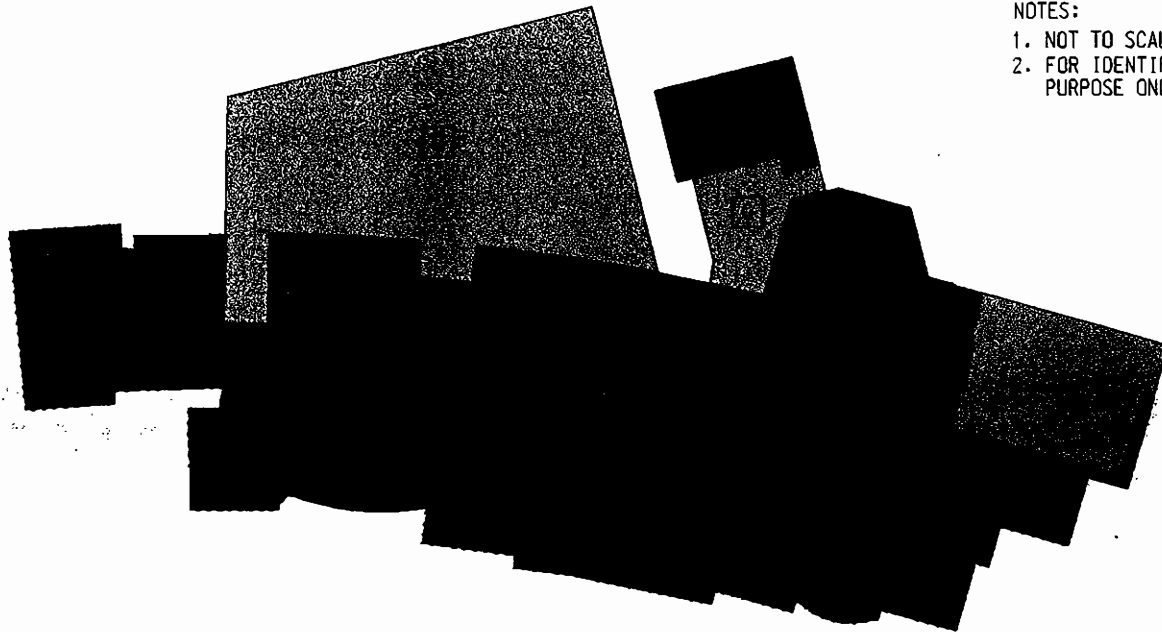
LEGEND:

■ RED

■ GREEN

NOTES:

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



GROUND FLOOR PLAN
(BLOCK H2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



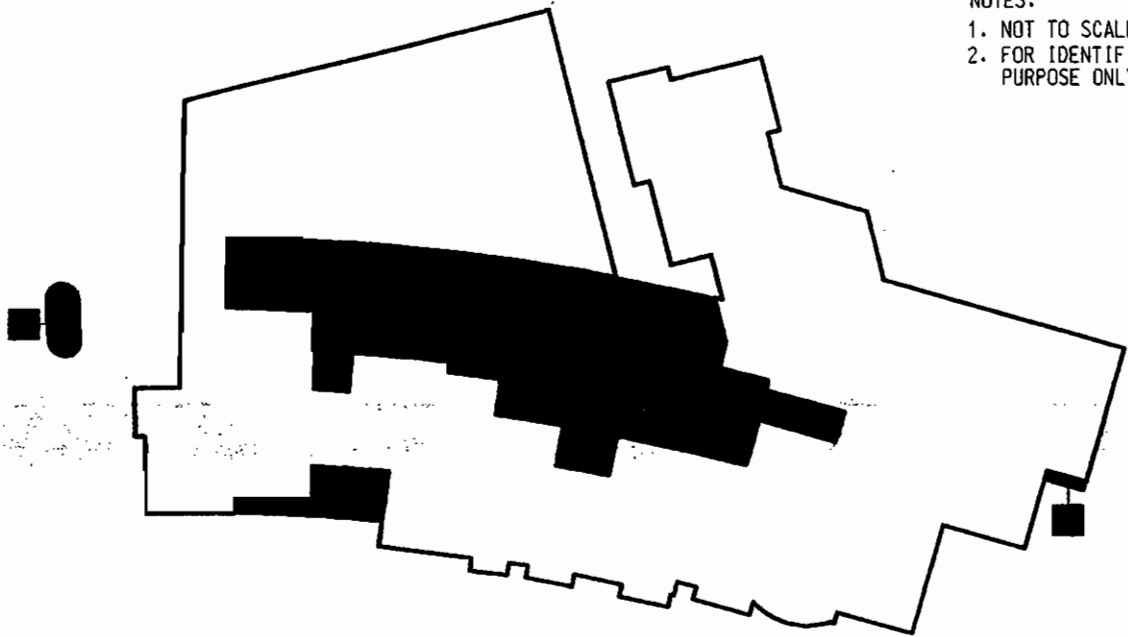
P-1

LEGEND:

■ RED

NOTES:

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



3/F FLOOR PLAN

(BLOCK H2)
(1/F, 2/F, 4/F OMITTED)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



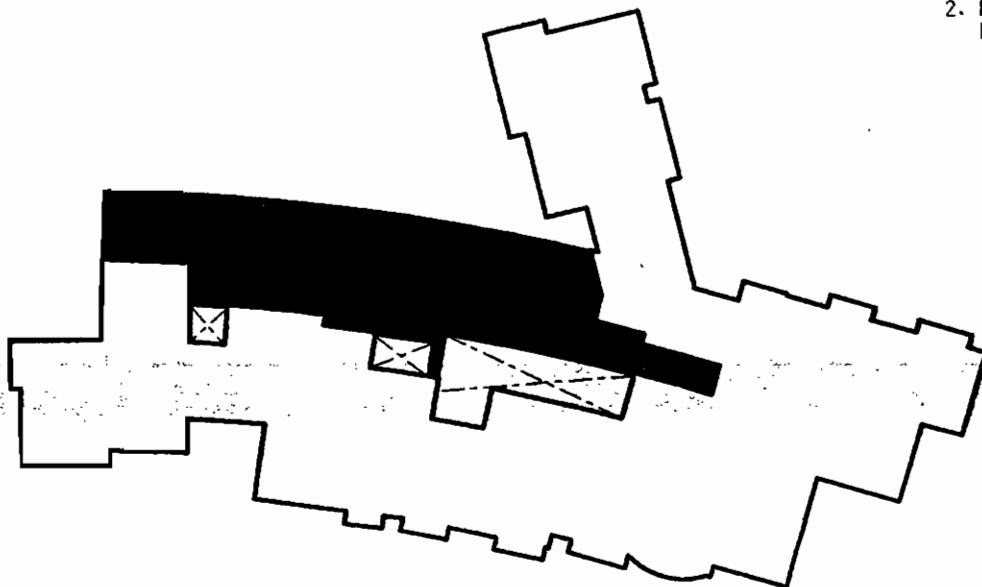
P-1

LEGEND:

■ RED

NOTES:

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

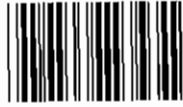


5/F FLOOR PLAN

(BLOCK H2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



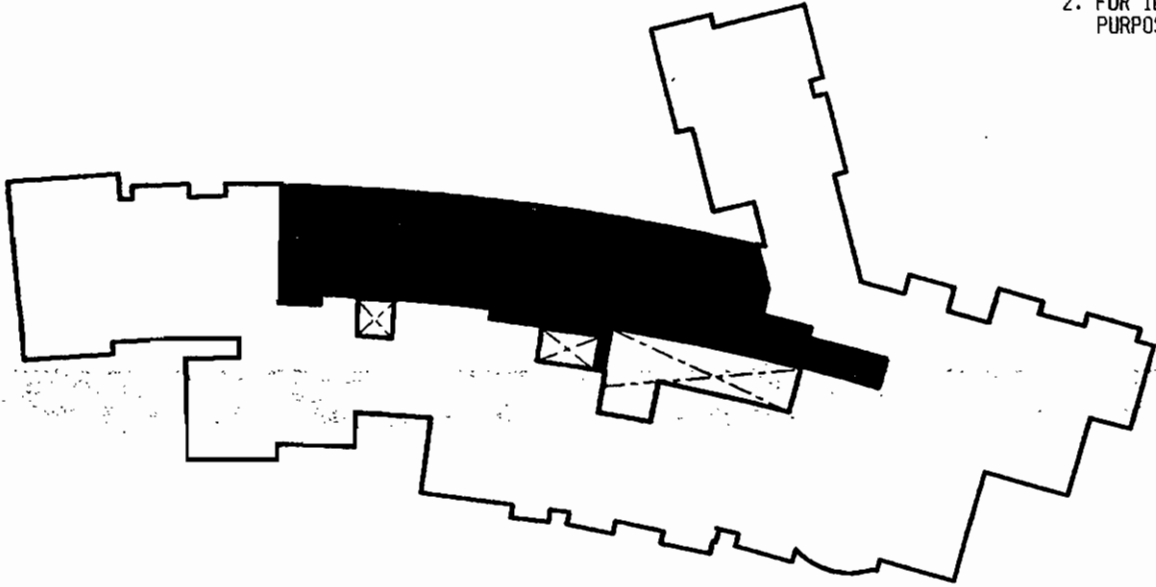
P-1

LEGEND:

■ RED

NOTES:

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



6-28/F FLOOR PLAN

(BLOCK H2)

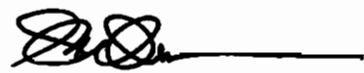
(FLOOR NO. 1/F, 2/F, 4/F, 13/F, 14/F & 24/F OMITTED)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

SIMON KWAN & ASSOCIATES LTD.
Architects, Planners & Designers
 關善明建築師事務所有限公司

✱ IS MK 314440


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



P-1

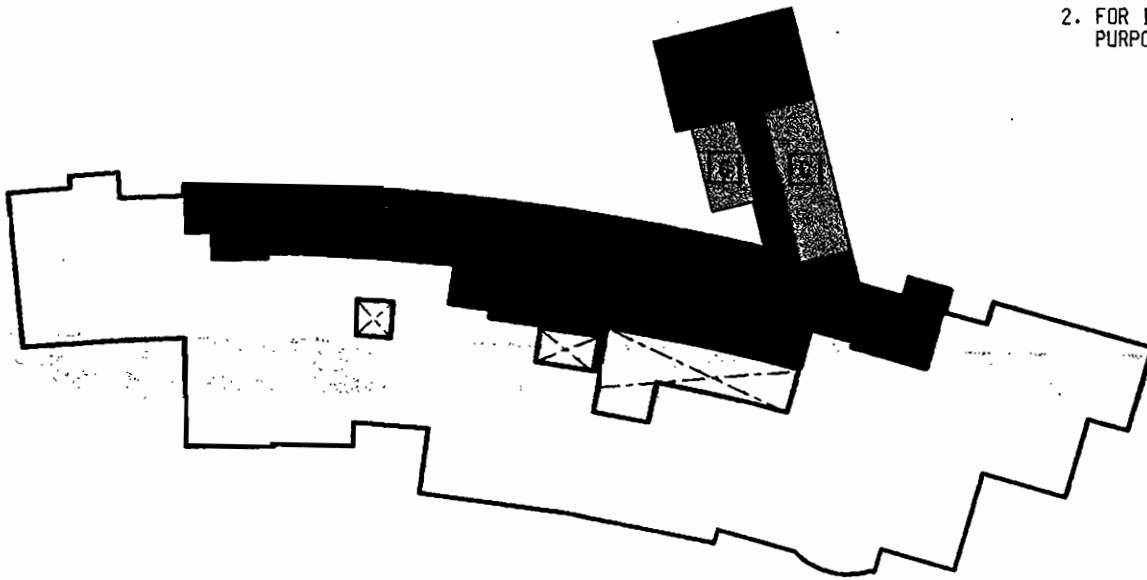
LEGEND:

■ RED

■ GREEN

NOTES:

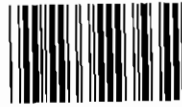
- 1. NOT TO SCALE
- 2. FOR IDENTIFICATION PURPOSE ONLY



29/F FLOOR PLAN (LOWER DUPLEX)
(BLOCK H2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



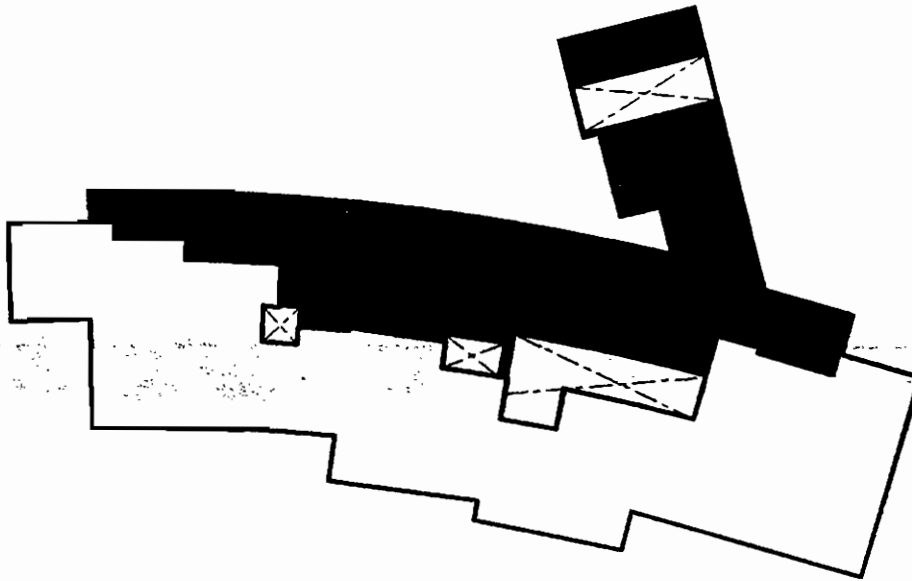
P-1

LEGEND:

■ RED

NOTES:

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



30/F FLOOR PLAN (UPPER DUPLEX)
 (BLOCK H2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS ~~NK~~ 314440



P-1

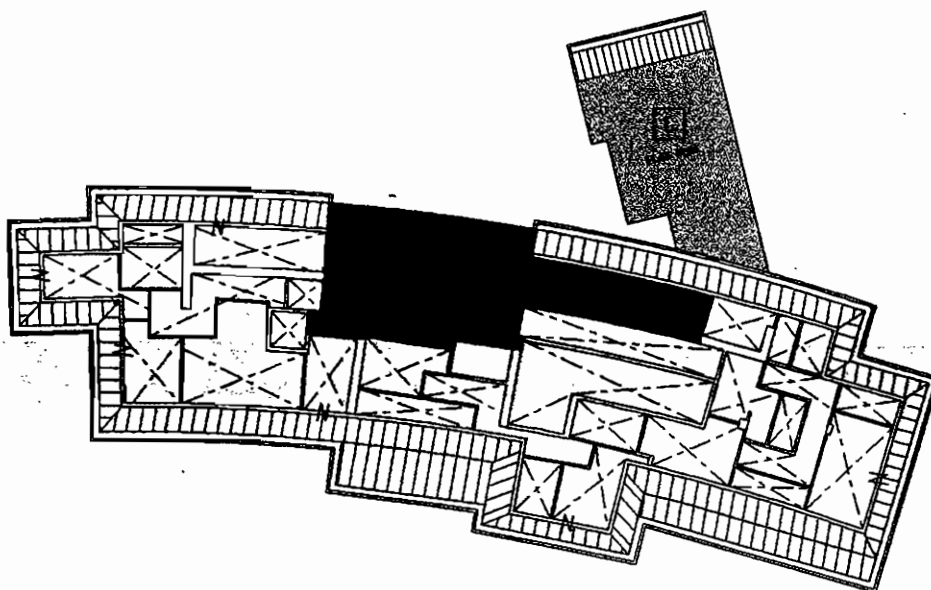
LEGEND:

■ RED

▨ GREEN

NOTES:

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



ROOF PLAN

(BLOCK H2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 314440



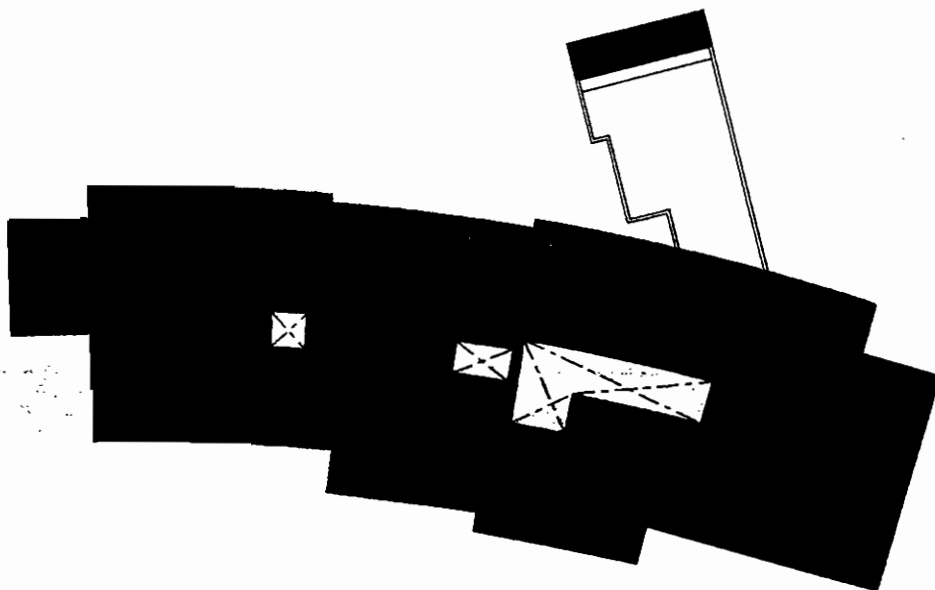
P-1

LEGEND:

■ RED

NOTES:

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



PITCH ROOF PLAN
(BLOCK H2)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 314440



P-1

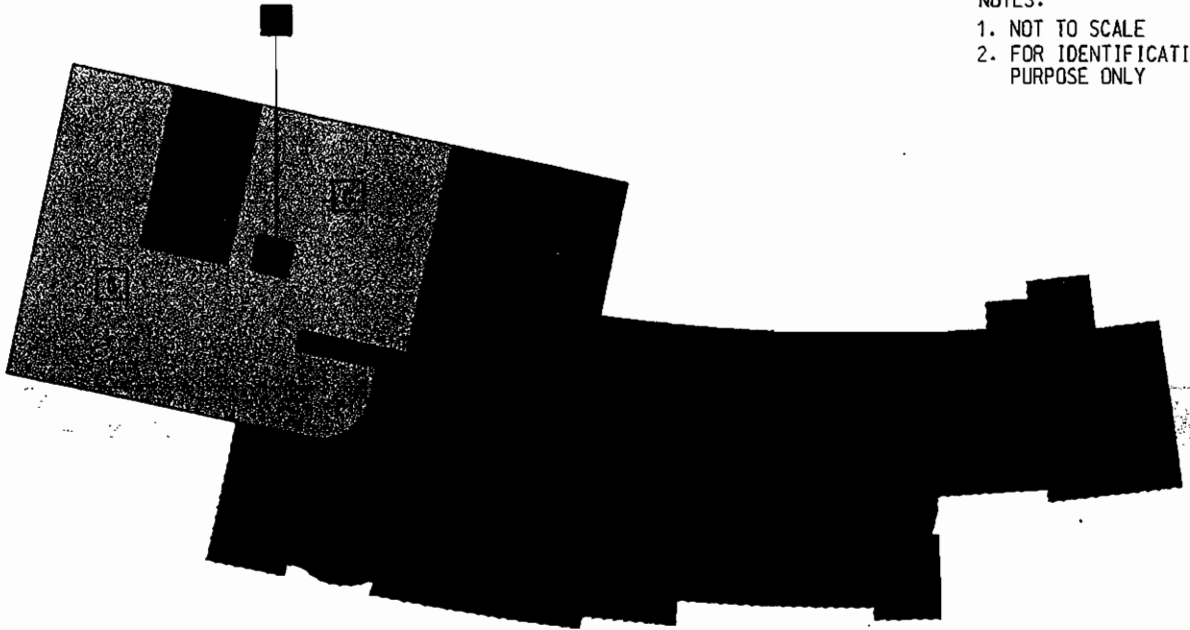
LEGEND:

■ RED

■ GREEN

NOTES:

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



GROUND FLOOR PLAN

(BLOCK H3)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 314440



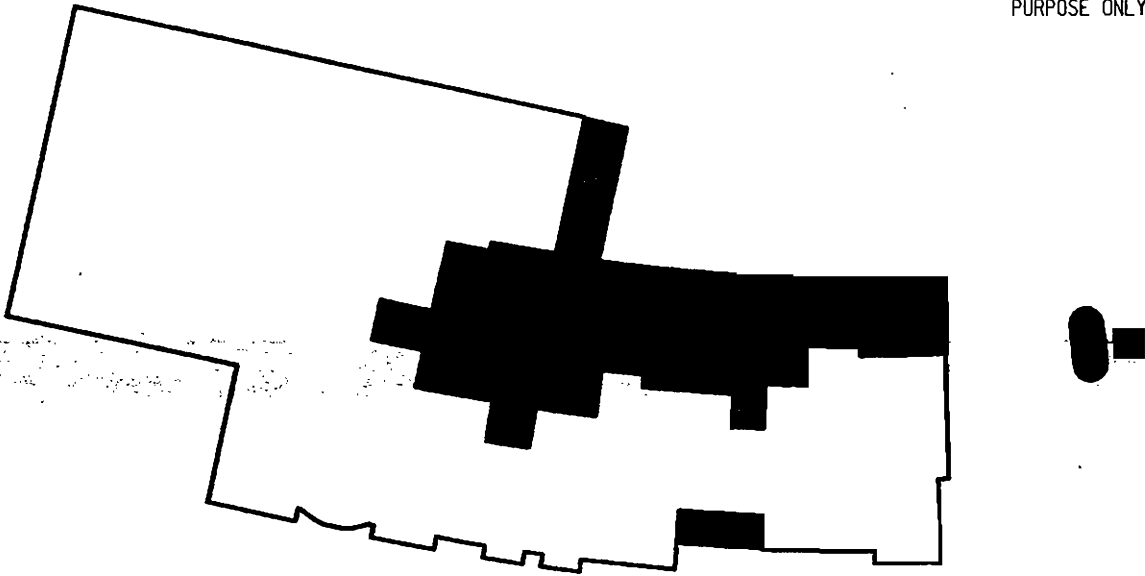
P-1

LEGEND:

■ RED

NOTES:

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



3/F FLOOR PLAN

(BLOCK H3)
(1/F, 2/F, 4/F OMITTED)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

**RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.**



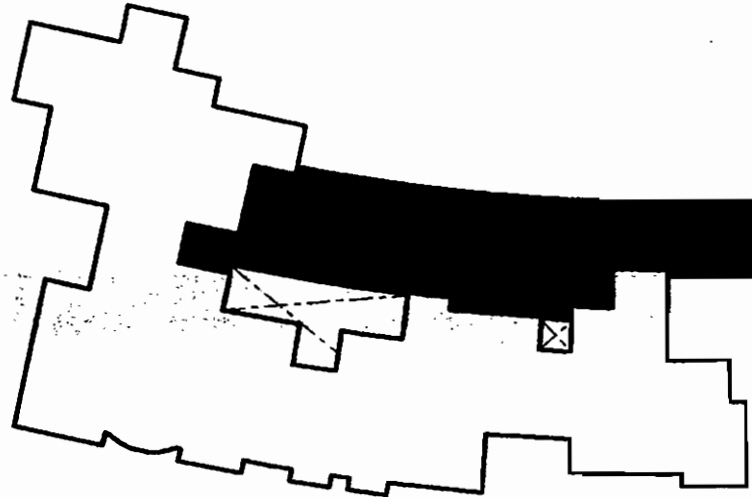
P-1

LEGEND:

■ RED

NOTES:

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



5/F FLOOR PLAN

(BLOCK H3)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

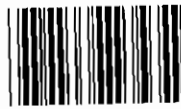
RE:SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO,DISCOVERY BAY,LANTAU ISLAND.

SIMON
KWAN &
ASSOCIATES
LTD. Architects, Planners & Designers
關善明建築師事務所有限公司



ISM 314440

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



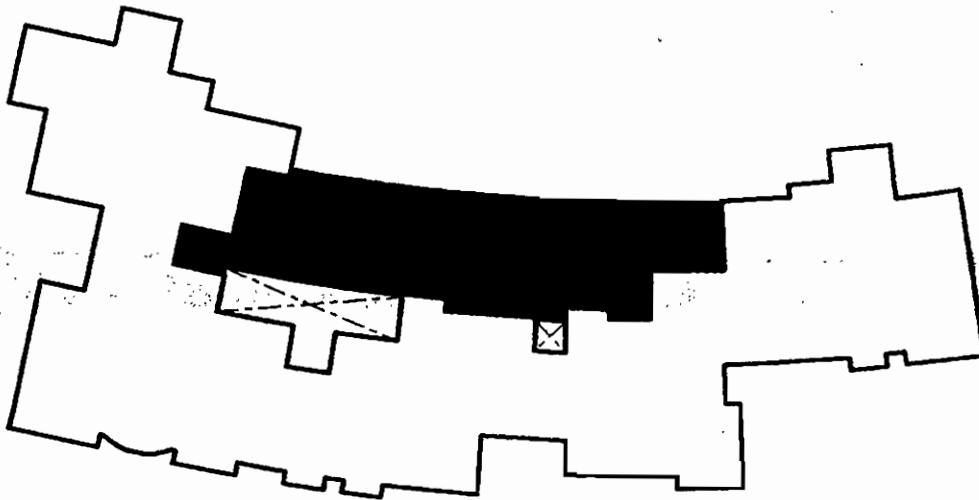
P-1

LEGEND:

■ RED

NOTES:

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



6-27/F FLOOR PLAN

(BLOCK H3)

(FLOOR NO. 1/F, 2/F, 4/F, 13/F, 14/F & 24/F OMITTED)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

✻ IS/K 314440



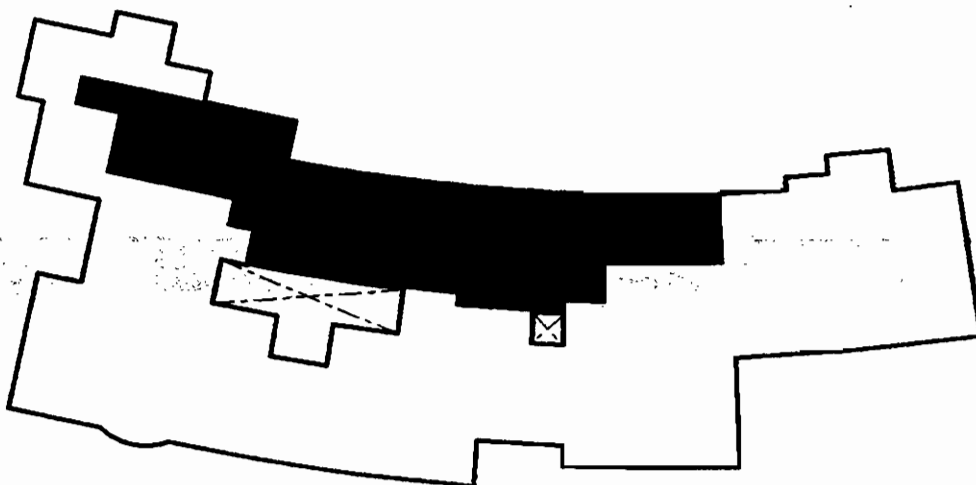
P-1

LEGEND:

■ RED

NOTES:

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



28/F FLOOR PLAN (LOWER DUPLEX)
 (BLOCK H3)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

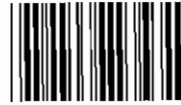
RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



ISM 314440

LEGEND:

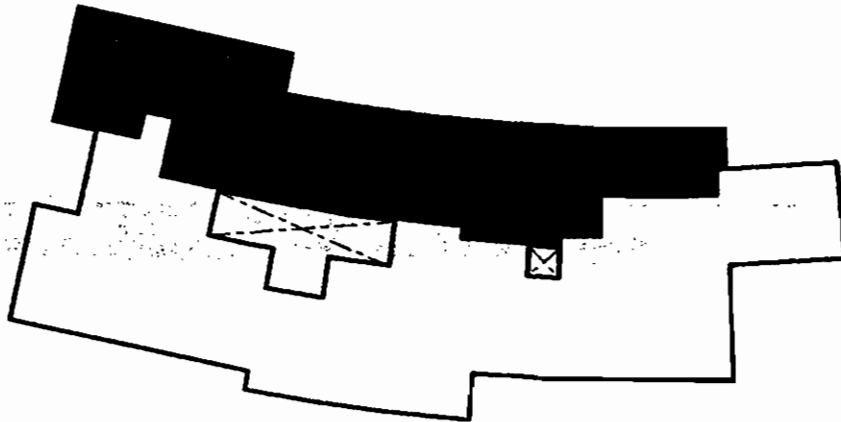
■ RED



P-1

NOTES:

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



29/F FLOOR PLAN (UPPER DUPLEX)
(BLOCK H3)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.

**SIMON
KWAN &
ASSOCIATES
LTD.** Architects, Planners & Designers
關善明建築師事務所有限公司



IS No 314440

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



P-1

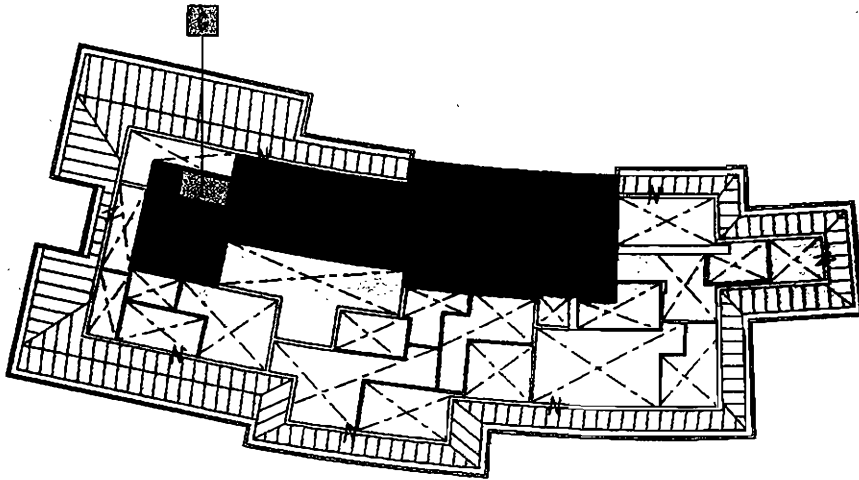
LEGEND:

■ RED

■ GREEN

NOTES:

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



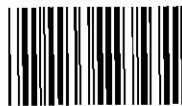
ROOF PLAN
(BLOCK H3)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS M/31440



P-1

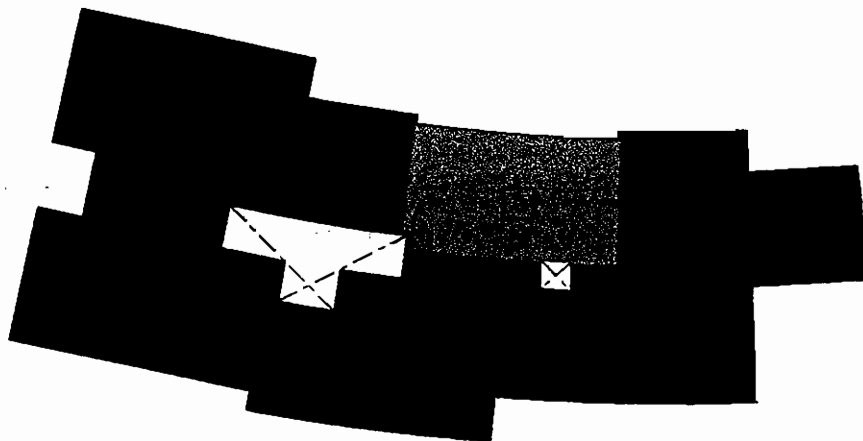
LEGEND:

■ RED

■ GREEN

NOTES:

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



PITCH ROOF PLAN
(BLOCK H3)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS *SK* 314440



P-1

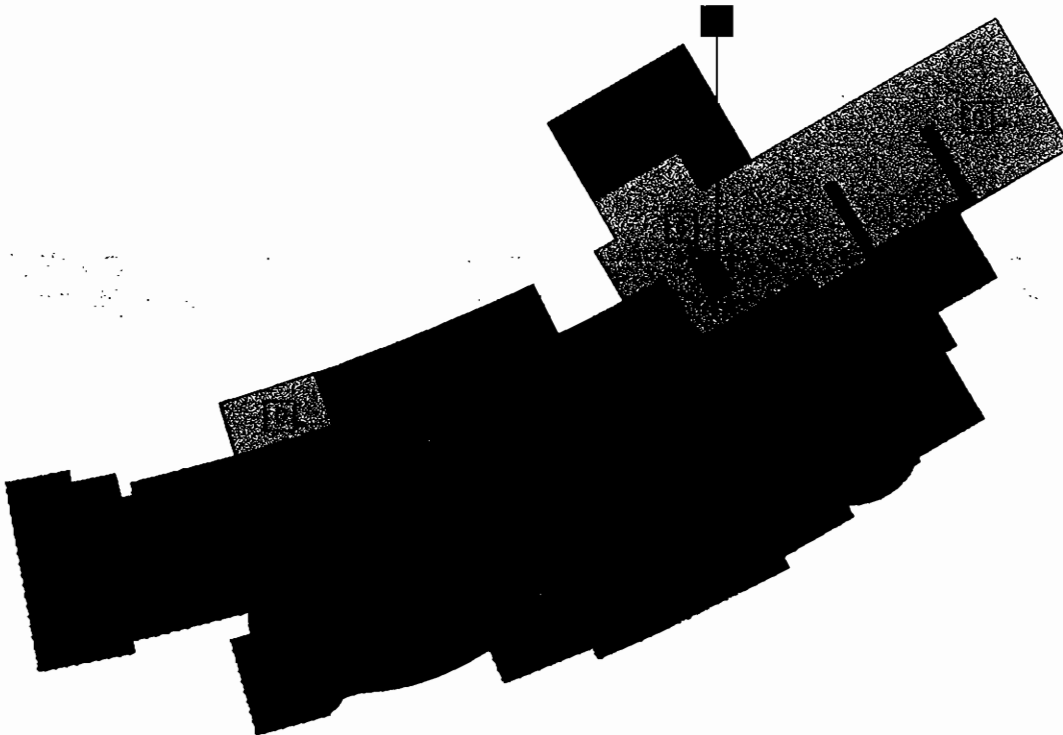
LEGEND:

■ RED

■ GREEN

NOTES:

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



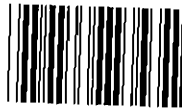
GROUND FLOOR PLAN
(BLOCK H5)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
& N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS 314440



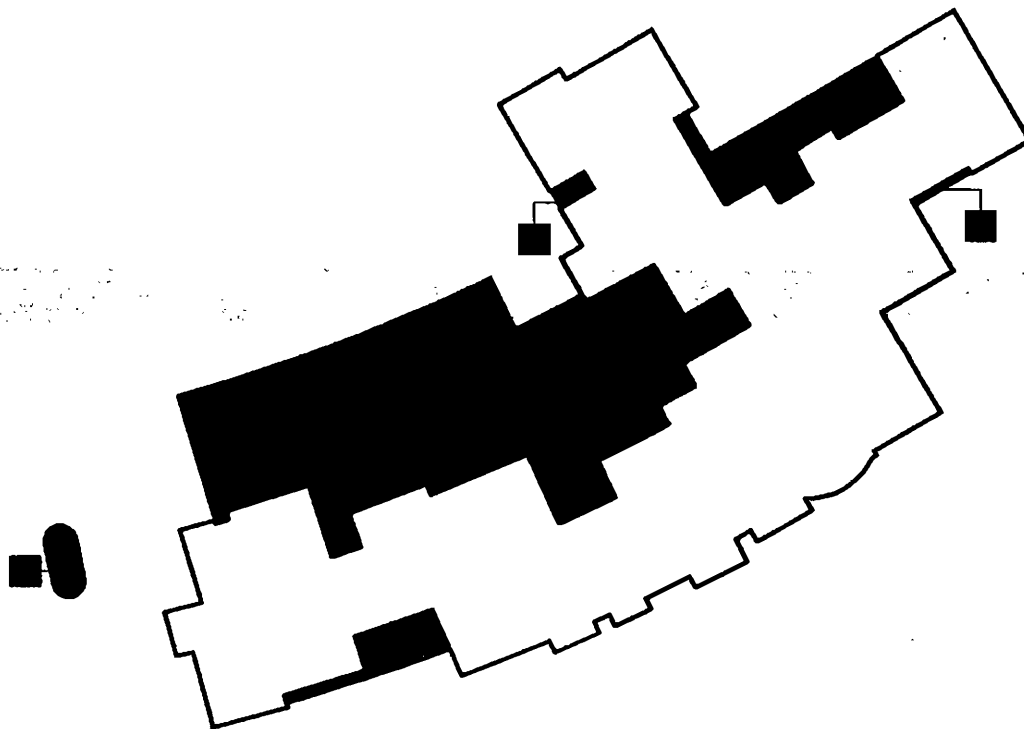
P-1

LEGEND:



NOTES:

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



3/F FLOOR PLAN

(BLOCK H5)
(1/F, 2/F, 4/F OMITTED)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS ~~N~~ 314440



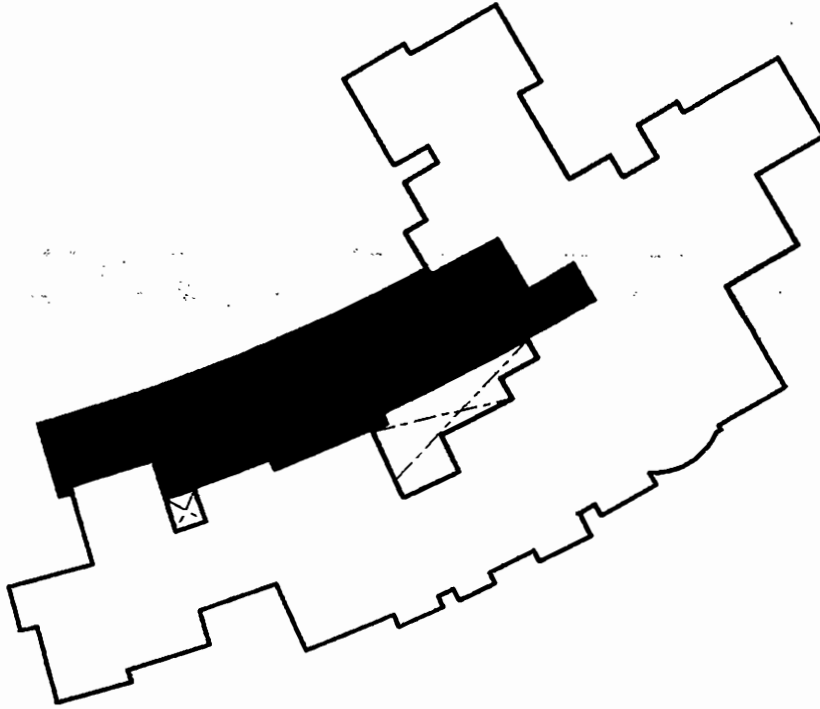
P-1

LEGEND:

■ RED

NOTES:

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



5/F FLOOR PLAN
(BLOCK H5)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS N/A 314440



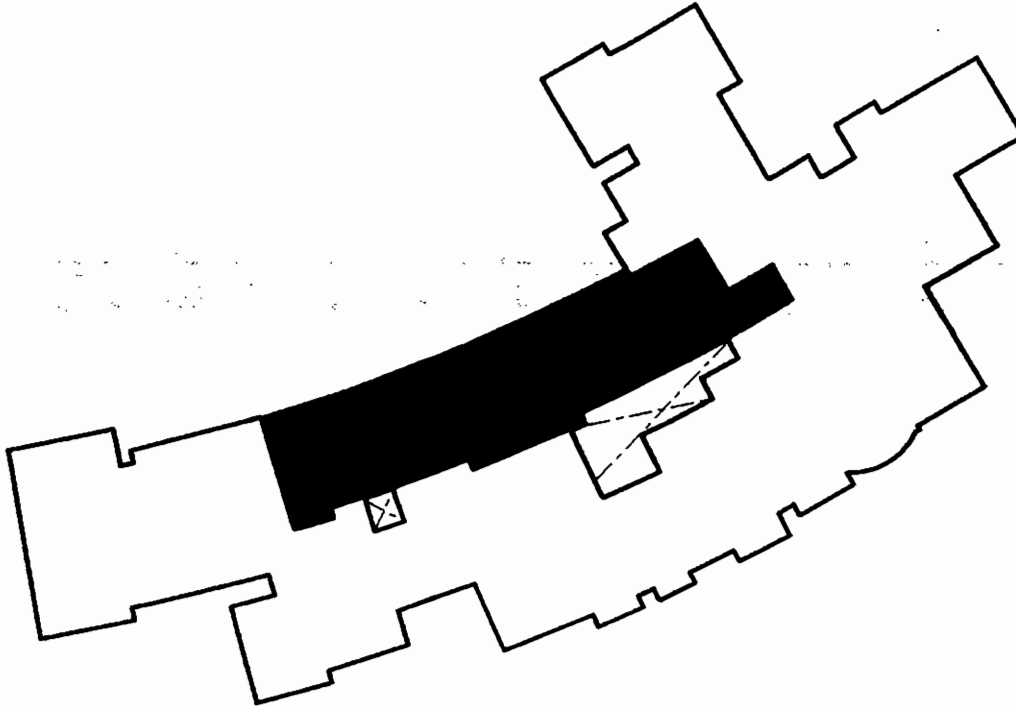
P-1

LEGEND:

■ RED

NOTES:

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



6-27/F FLOOR PLAN

(BLOCK H5)

(FLOOR NO.1/F,2/F,4/F,13/F,14/F & 24/F OMITTED)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE:SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO,DISCOVERY BAY,LANTAU ISLAND.



P-1

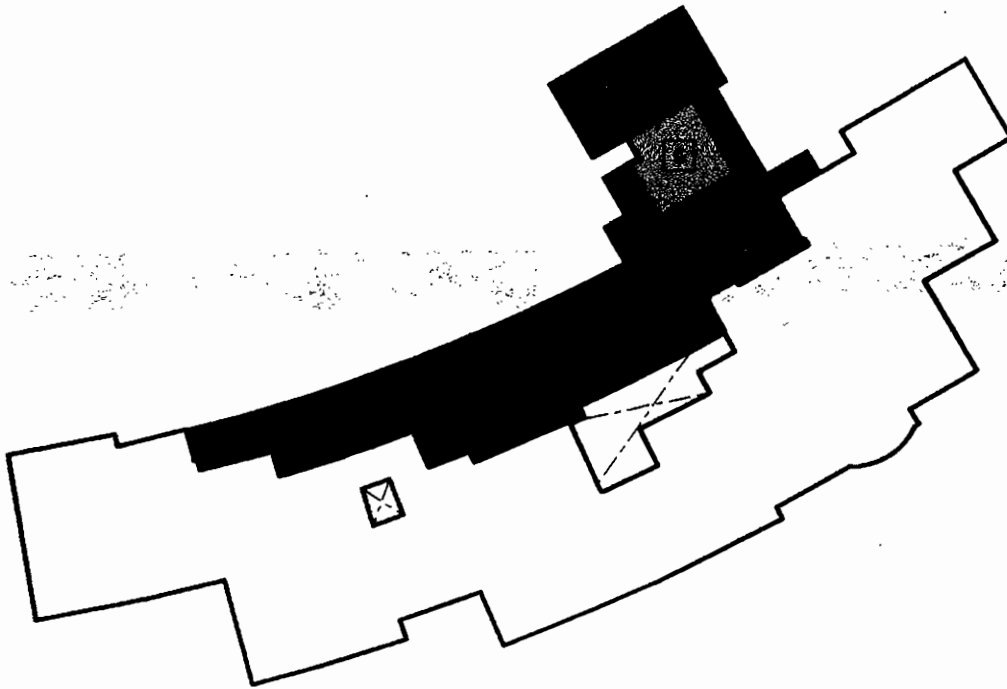
LEGEND:

■ RED

■ GREEN

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



28/F FLOOR PLAN (LOWER DUPLEX)
(BLOCK H5)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D. No. 352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS MK 314440



P-1

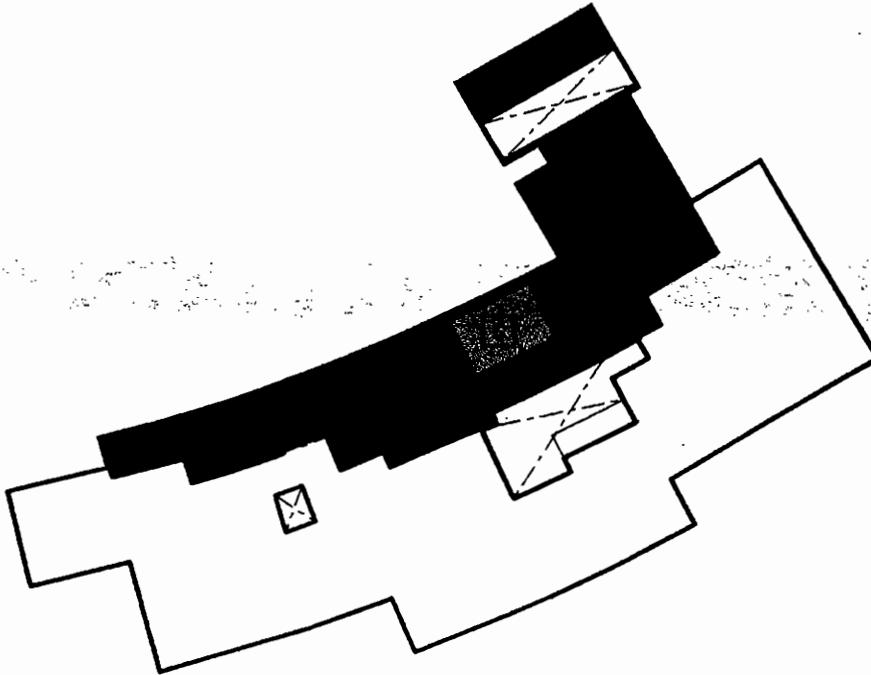
LEGEND:

■ RED

■ GREEN

NOTES:

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



29/F FLOOR PLAN (UPPER DUPLEX)
(BLOCK H5)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION) & N1b THE REMAINING PORTION OF LOT No.385 IN D.D.No.352 AND THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS/K 314440



P-1

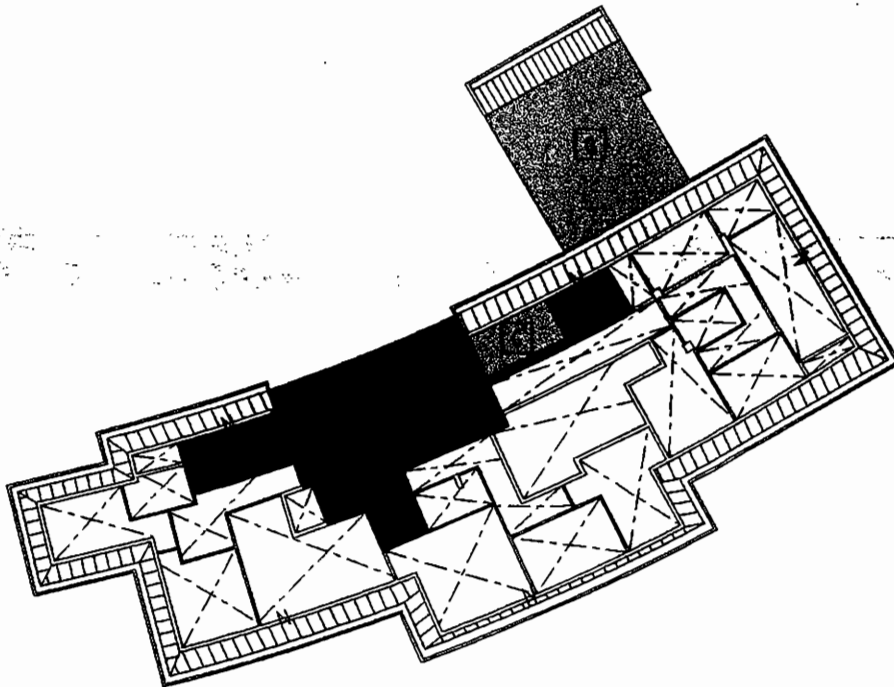
LEGEND:

■ RED

■ GREEN

NOTES:

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



ROOF PLAN

(BLOCK H5)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



IS/K 314440



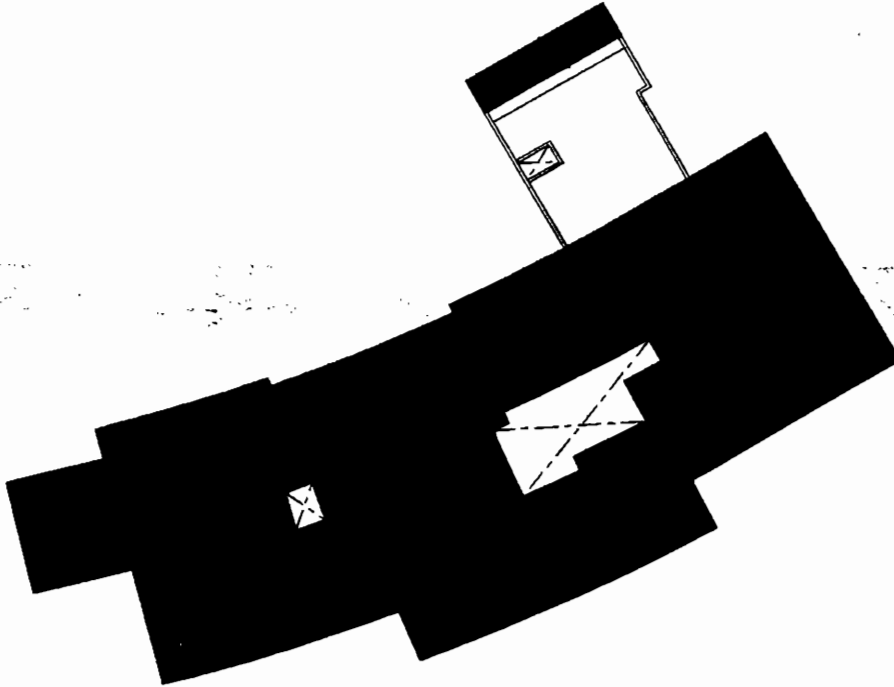
P-1

LEGEND:

■ RED

NOTES:

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



PITCH ROOF PLAN

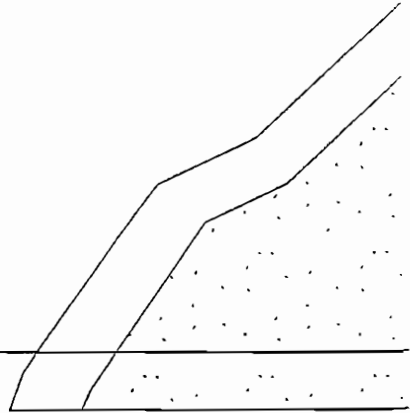
(BLOCK H5)

PLAN FOR SUB-DEED OF MUTUAL COVENANT

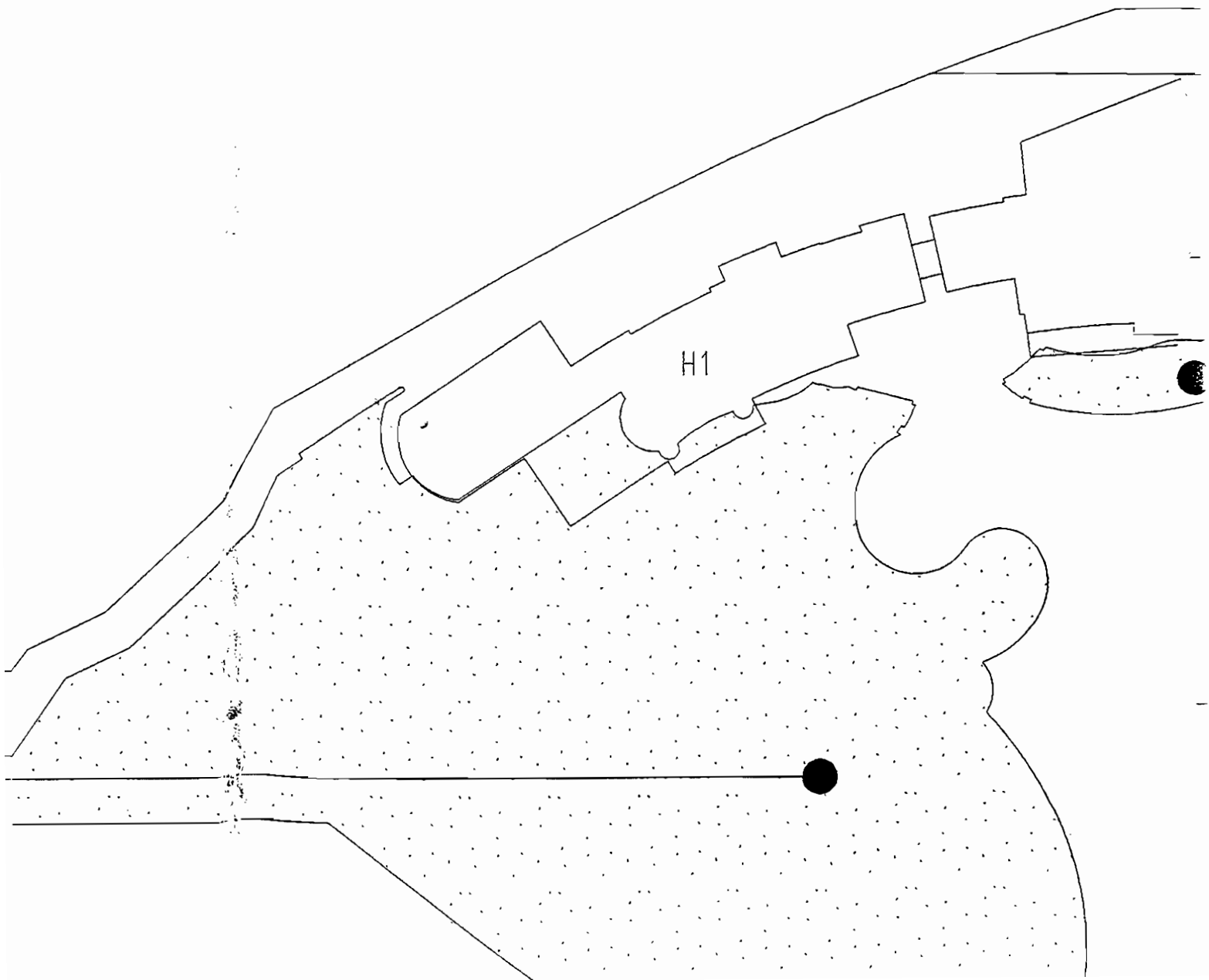
RE: SIENA TWO B DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a (PORTION)
 & N1b THE REMAINING PORTION OF LOT No. 385 IN D.D.No. 352 AND
 THE EXTENSIONS THERETO, DISCOVERY BAY, LANTAU ISLAND.



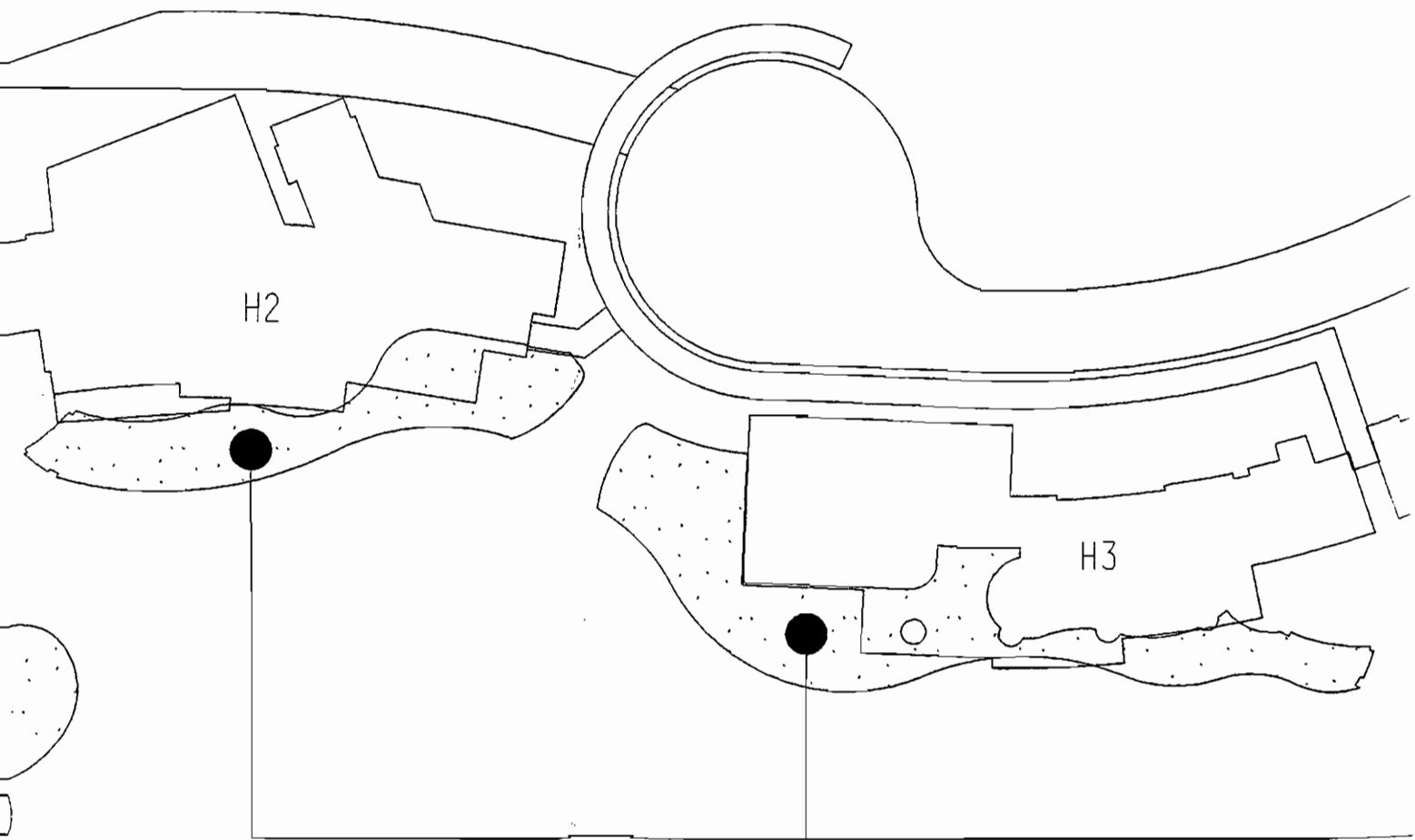
P-3



2



2



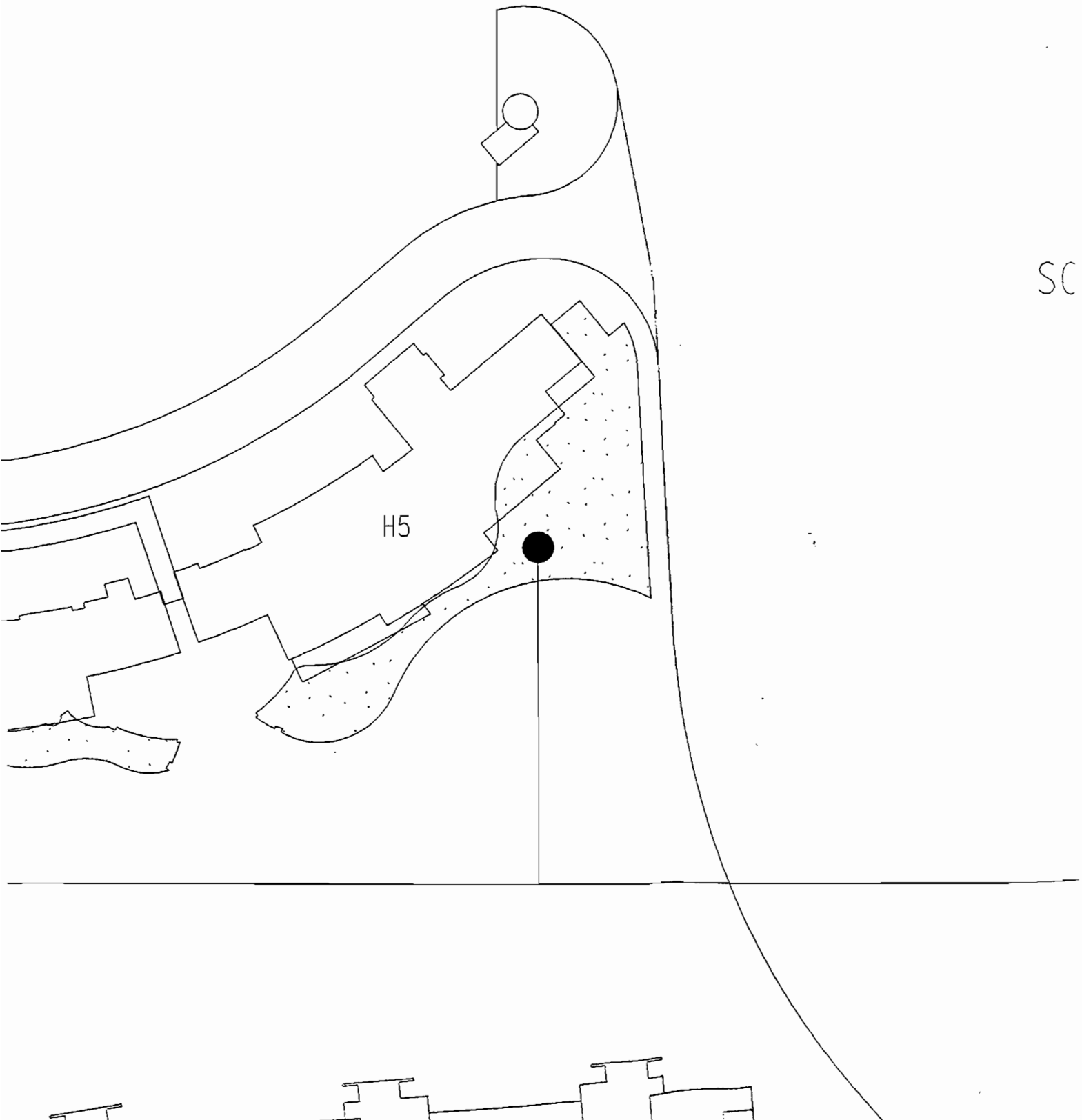
TE

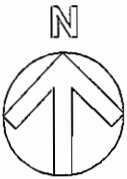
4



LE

SC

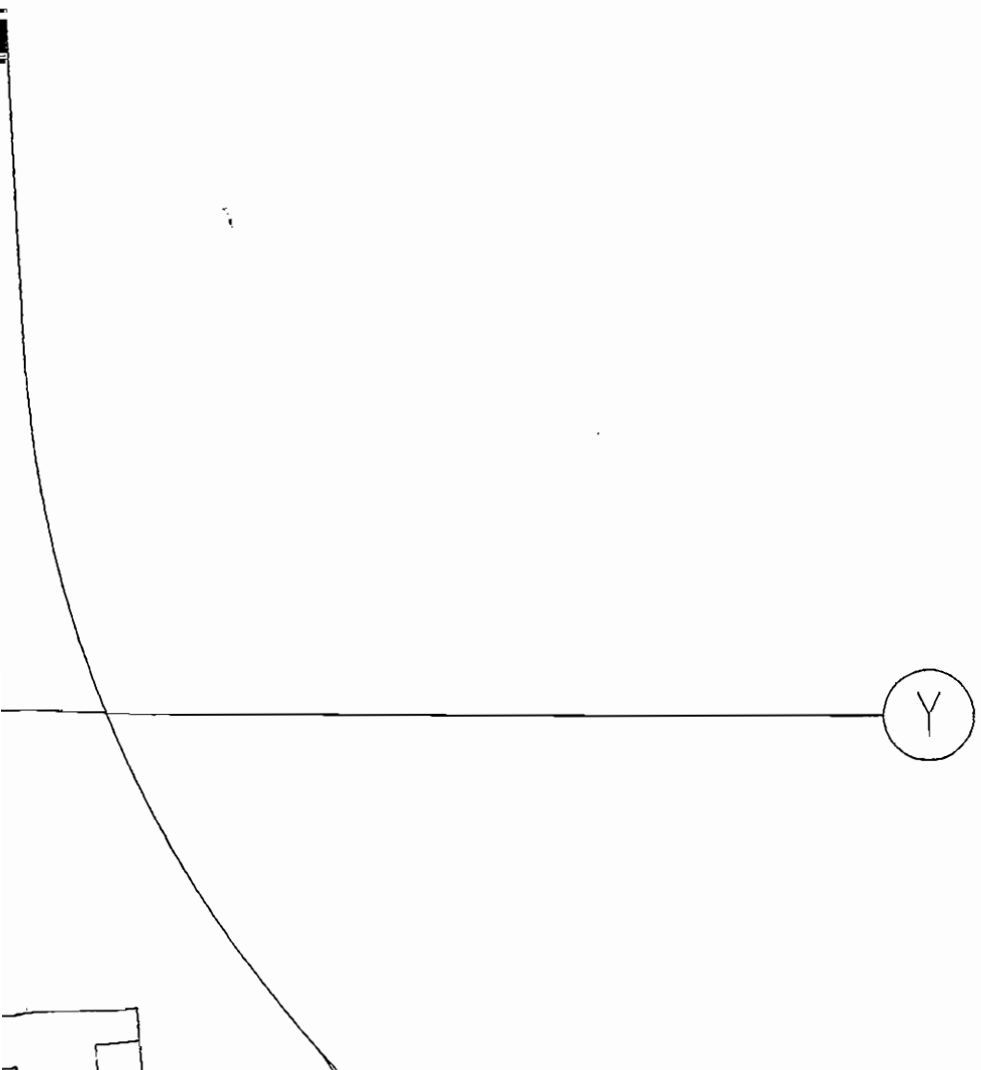




LEGEND:

(Y) YELLOW
SLOPES AND
RETAINING WALLS

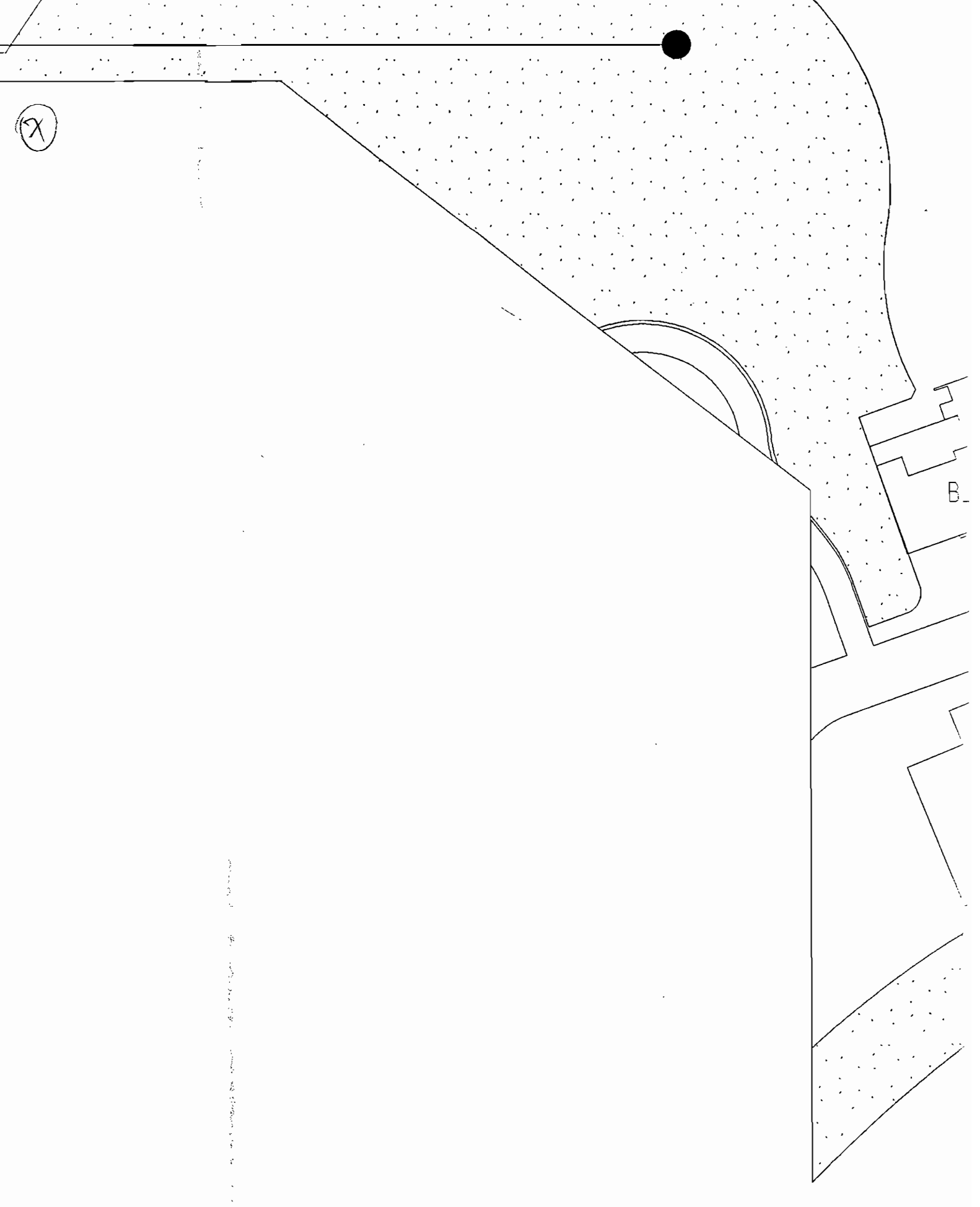
SCALE: 1 : 500



6

Y





(A)

B

5

BLK. 32

BLK. 36

BLK. 38

BLK. 40

HOUSE 1

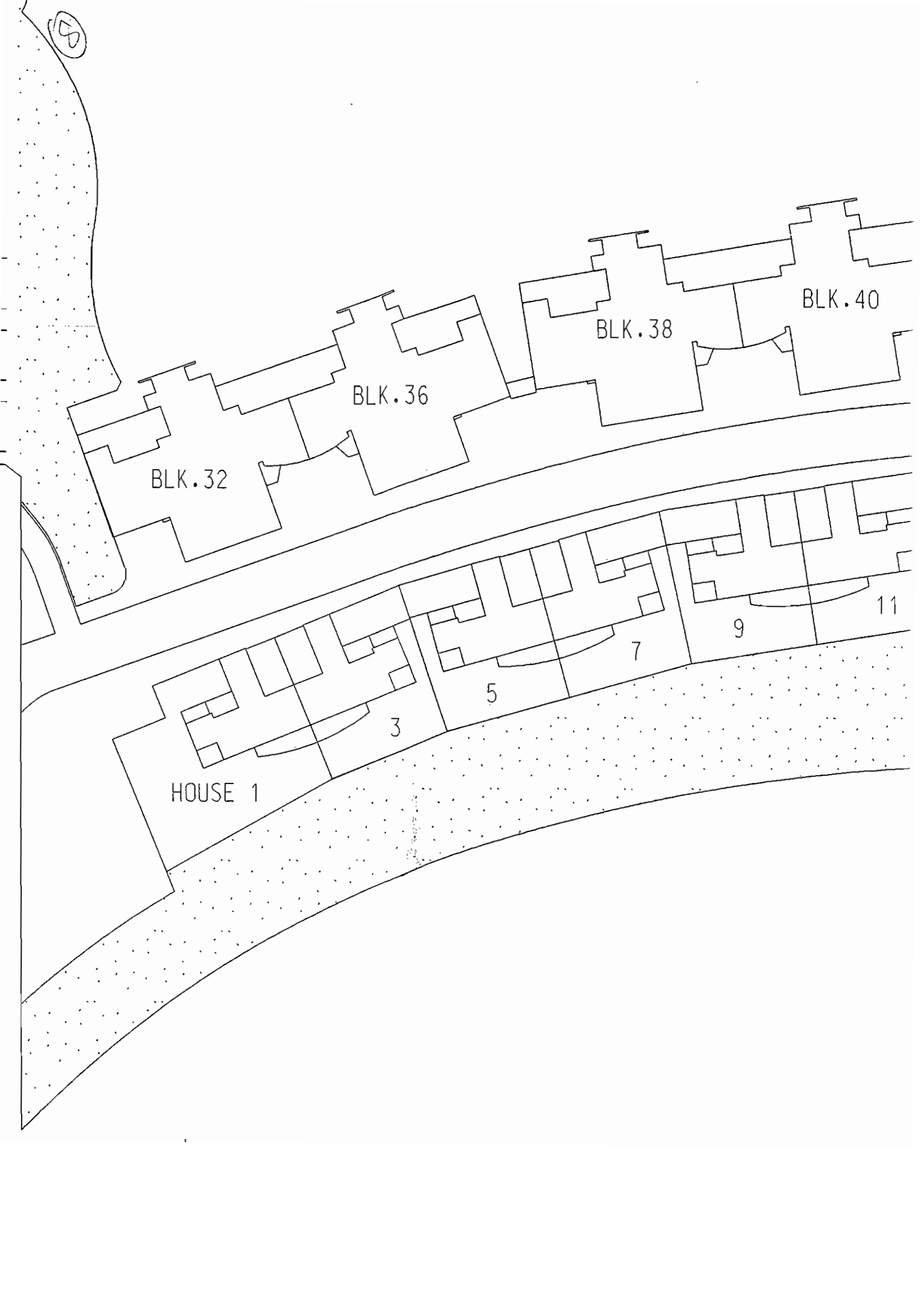
3

5

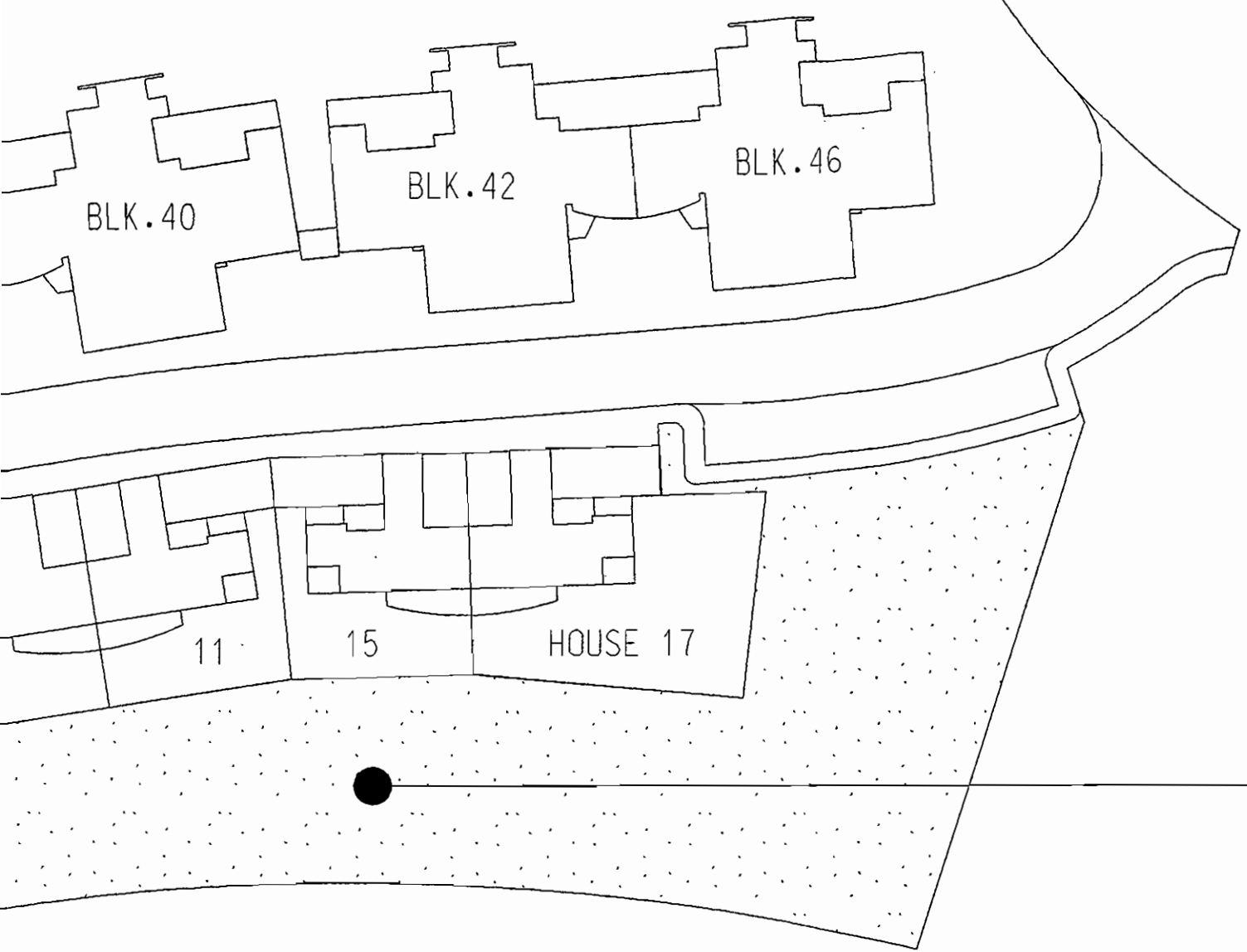
7

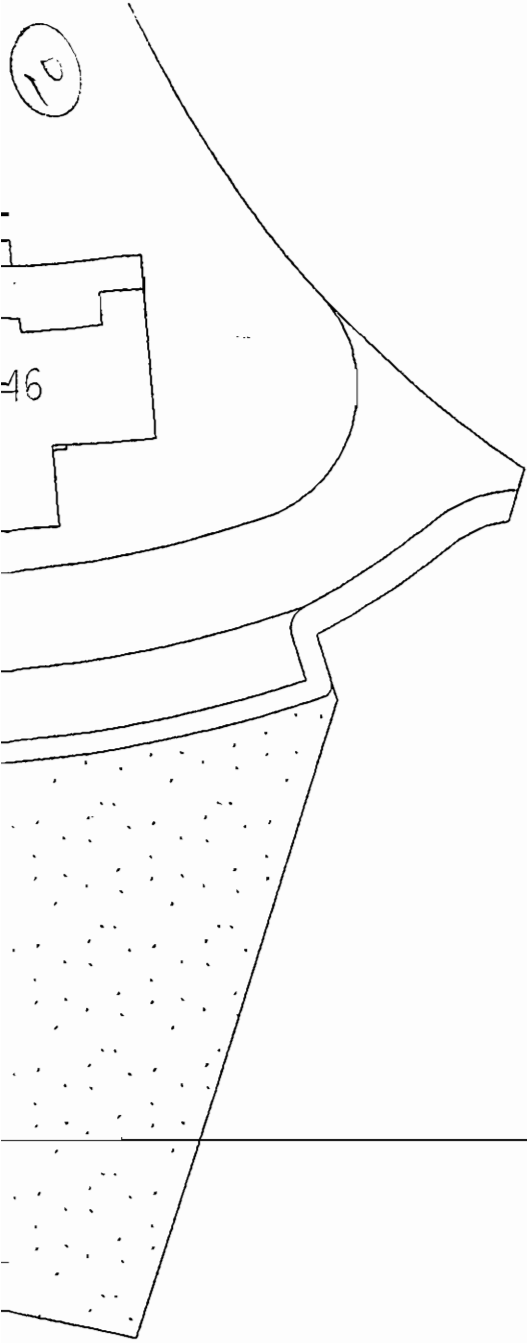
9

11



2





Y

(11)

①



Vertical text or markings along the left edge of the page, possibly bleed-through from the reverse side.

12

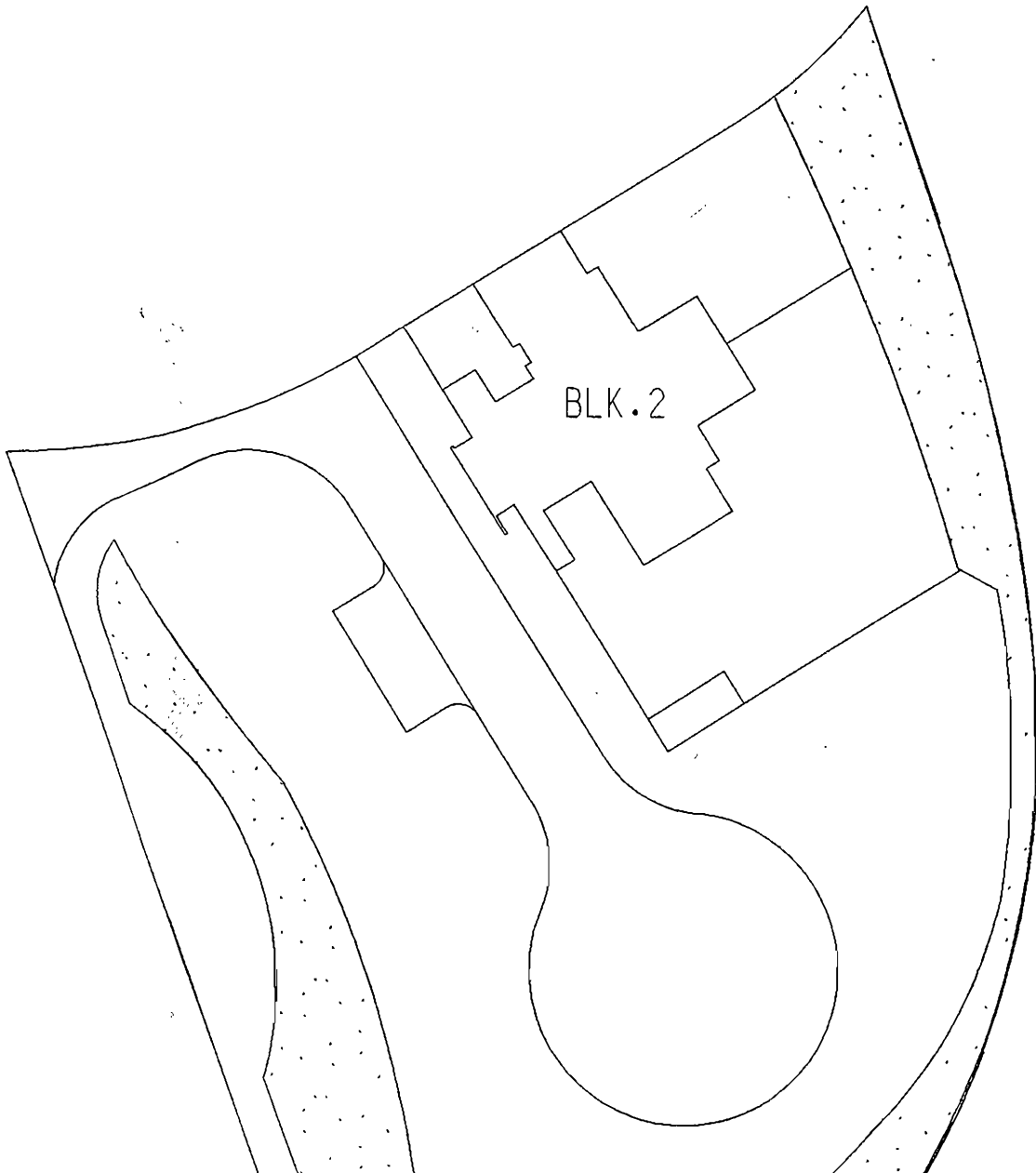
14



16



17



19



2



Faint, illegible text or markings along the right edge of the page.

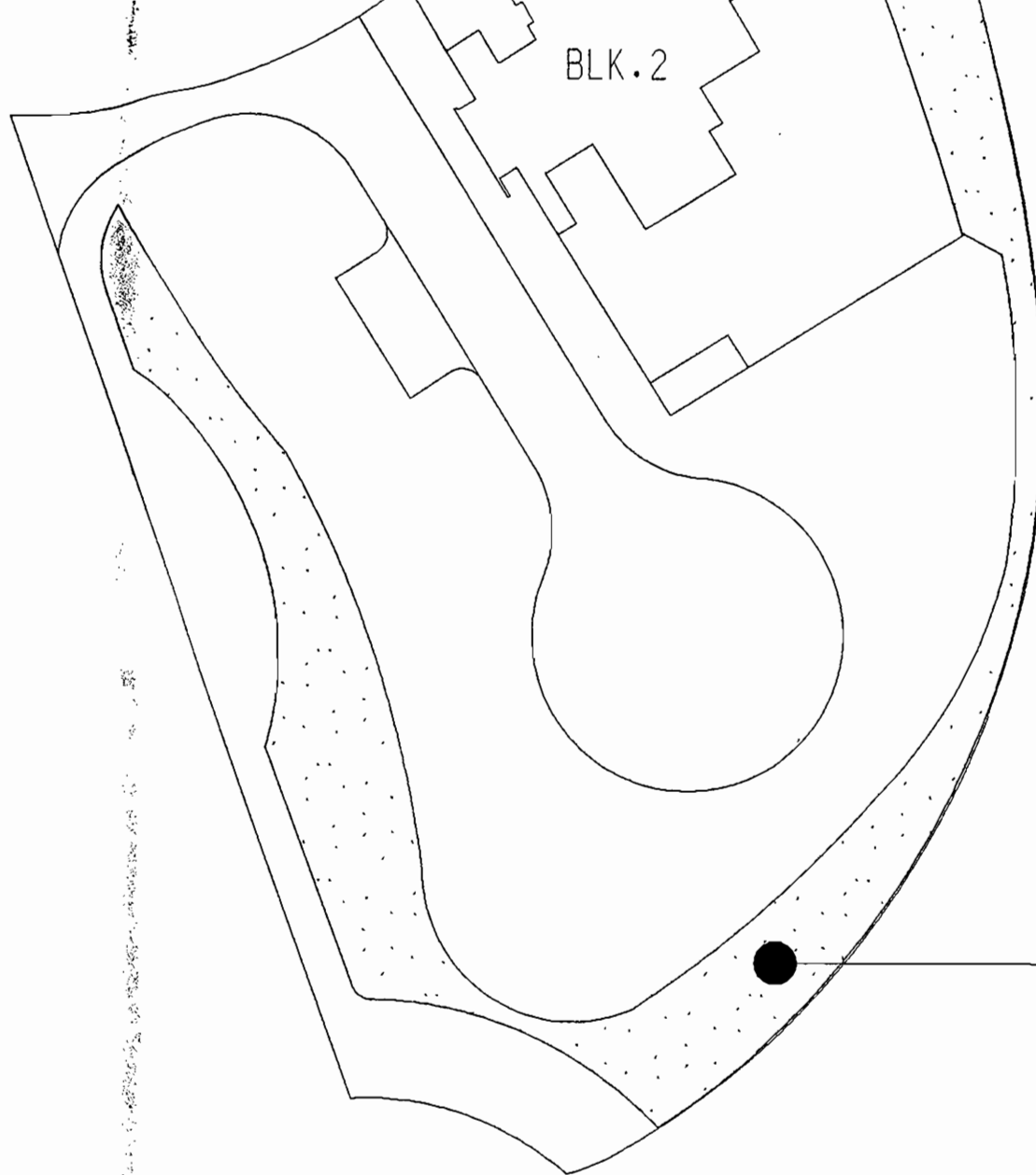
2



Faint, illegible text or markings along the right edge of the page, possibly bleed-through from the reverse side.

23

BLK. 2



SLOPES AND

RE: SIENA TWO B DISCOVERY E
& N1b THE REMAINING PORTION
THE EXTENSIONS THERETO.



1




AND RETAINING WALLS PLAN


DISCOVERY BAY NORTH DEVELOPMENT AREAS N1a
COVERING PORTION OF LOT No.385 IN D.D.No.35
HERETO, DISCOVERY BAY, LANTAU ISLAND.

(24)

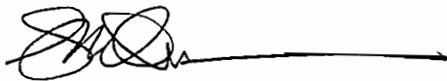
AN

EAS N1a (PORTION)
D.No. 352 AND
AND.


.....
Simon S. M.
B. Arch. (H)
Authorized

IS 

KS



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

IS ~~MA~~ 314440