

14 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

A. 發展項目的公用部分

1. 「公用地方」統指屋苑公用地方、期數公用地方、屋苑住宅公用地方、期數住宅公用地方，及副公契所指定的其他公用地方(包括但不限於，如任何期數的商業發展項目或第一期停車場的單位個別出售，有關的副公契內所定義的該期數的商業發展項目公用地方(如有)，或第一期停車場公用地方(如有))，每類公用地方在適用的情況下包括在《建築物管理條例》第2條所列出「公用部分」的定義所包含的適當及有關公用部分。
2. 「**公用地方與設施**」統指公用地方及公用設施。
3. 「**公用設施**」統指屋苑公用設施、期數公用設施、屋苑住宅公用設施、期數住宅公用設施，及副公契所指定的其他公用設施(包括但不限於，如任何期數的商業發展項目或第一期停車場的單位個別出售，有關的副公契內所定義的該期數的商業發展項目公用設施(如有)，或第一期停車場公用設施(如有))。
4. 「**屋苑公用地方**」指擬供屋苑整體共用及共享而並非只供任何個別單位或其任何部分使用及享用的屋苑部分(如有)，受公契的條款所約束及所有現存的權利及通行權所規限，每位擁有人及佔用人可與所有其他屋苑的擁有人及佔用人共用該等部分，當中包括但不限於斜坡及護土牆(如有)，及該等於有關的副公契內所指定為此其後期數部分(如有)。惟倘若情況適當，如(i)《建築物管理條例》第2條所列出「公用部分」的定義之(a)段所包含的任何屋苑部分或(ii)《建築物管理條例》附表1所指明並包含於《建築物管理條例》第2條所列出「公用部分」的定義之(b)段的任何部分也應被上文提供之條款所涵蓋，該等部分將被視作已被包括為及構成屋苑公用地方一部分。
5. 「**屋苑公用地方與設施**」統指屋苑公用地方及屋苑公用設施(如有)。
6. 「**屋苑公用設施**」指所有擬供屋苑整體共用及共享而並非只供任何個別單位或其任何部分使用及享用的屋苑設施(如有)，受公契的條款所約束，每位擁有人及佔用人可與所有其他屋苑的擁有人及佔用人共用該等設施，當中包括但不限於該等於有關的副公契內所指定為此其後期數裝置及設施(如有)。
7. 「**屋苑住宅公用地方**」指擬供住宅發展項目整體共用及共享而並非只供任何個別住宅單位或任何個別期數的住宅發展項目使用及享用的屋苑部分，受公契的條款所約束，每位所有期數內的住宅單位的擁有人及佔用人可與所有其他所有期數內的住宅單位的擁有人及佔用人共用該等部分，包括但不限於康樂設施、第一期屋苑住宅公用地方，及該等於有關的副公契內所指定為此其後期數部分。惟倘若情況適當，如(i)《建築物管理條例》第2條所列出「公用部分」的定義之(a)段所包含的任何屋苑部分或(ii)《建築物管理條例》附表1所指明並包含於《建築物管理條例》第2條所列出「公用部分」的定義之(b)段的任何部分也應被上文提供之條款所涵蓋，該等部分將被視作已被包括為及構成屋苑住宅公用地方一部分。
8. 「**第一期屋苑住宅公用地方**」指擬供住宅發展項目整體共用及共享而並非只供任何個別住宅單位或任何個別期數的住宅發展項目使用及享用的第一期部分，受公契的條款所約束，每位所有期數內的住宅單位的擁有人及佔用人可與所有其他所有期數內的住宅單位的擁有人及佔用人共用該等部分，當中包括但不限於：-

- (a) 在附於公契的圖則上以綠色顯示(僅作識別之用)而非構成第一期內的屋苑公用地方(如有)、第一期公用地方、第一期住宅公用地方、第一期商業發展項目或第一期停車場一部分，位於3樓及以下的第一期外牆部分，以及在附於公契的圖則上以綠色加黑點顯示(僅作識別之用)第一期外牆部分的綠化範圍部分；
- (b) 所有在附於公契的圖則上以綠色顯示(僅作識別之用)的第一期地方，以及在附於公契的圖則上以綠色加黑點顯示(僅作識別之用)位於第一期的綠化範圍部分；
- (c) 位於第一期的康樂設施；及
- (d) 由首位擁有人按照公契的條款可能在任何時候指定為屋苑住宅公用地方的額外第一期地方，

惟倘若情況適當，如(i)《建築物管理條例》第2條所列出「公用部分」的定義之(a)段所包含的任何第一期部分或(ii)《建築物管理條例》附表1所指明並包含於《建築物管理條例》第2條所列出「公用部分」的定義之(b)段的第一期部分也應被上文提供之條款所涵蓋，該等部分將被視作已被包括為及構成第一期屋苑住宅公用地方一部分。

9. 「**屋苑住宅公用地方與設施**」統指屋苑住宅公用地方及屋苑住宅公用設施。

10. 「**第一期屋苑住宅公用地方與設施**」統指第一期屋苑住宅公用地方及第一期屋苑住宅公用設施。

11. 「**屋苑住宅公用設施**」指所有擬供住宅發展項目整體共用及共享而並非只供任何個別住宅單位或任何個別期數的住宅發展項目使用及享用的屋苑設施，受公契的條款所約束，每位所有期數內的住宅單位的擁有人及佔用人可與所有其他所有期數內的住宅單位的擁有人及佔用人共用該等設施，當中包括但不限於第一期屋苑住宅公用設施、所有設於屋苑住宅公用地方指定的升降機、電線、電纜、導管、喉管、管道(包括但不限於便溺污水及廢水處置和雨水管)、排水渠、基於保安理由而安裝於屋苑住宅公用地方的閉路電視及其他設施及設備、位於康樂設施的運動及康樂設施、及專屬住宅發展項目整體而並非只屬任何個別期數的住宅發展項目的所有機電裝置及設備，以及該等於有關的副公契內所指定為此其後期數裝置及設施。

12. 「**第一期屋苑住宅公用設施**」指位處於第一期的屋苑住宅公用設施。

13. 「**期數公用地方**」指擬供個別期數整體而並非只供任何該個別期數的個別單位公用及共享的屋苑部分，受公契的條款所約束，每位該個別期數單位的擁有人及佔用人可專有地與該個別期數單位的其他擁有人及佔用人共用該等部分，當中包括但不限於第一期公用地方及該等於有關的副公契內所指定為此其後期數部分。惟倘若情況適當，如(i)任何《建築物管理條例》第2條所列出「公用部分」的定義之(a)段所包含的屋苑部分或(ii)任何《建築物管理條例》附表1所指明並包含於《建築物管理條例》第2條所列出「公用部分」的定義之(b)段的屋苑部分也被上文所提供之條款所涵蓋，該等部分將被視作已被包括為及構成期數公用地方一部分。

14. 「**期數公用地方與設施**」統指期數公用地方及期數公用設施。

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15. 「**期數公用設施**」指擬供個別期數整體而並非只供任何該個別期數的個別單位公用及共享的屋苑設施，受公契的條款所約束，每位該個別期數的單位的擁有人及佔用人可專有地與所有該個別期數的單位的其他擁有人及佔用人共用該等設施，當中包括但不限於第一期公用設施、公共天線、所有訊號接收器、污水管、排水渠、雨水渠、水道、電纜、喉管、管道(包括但不限於便溺污水及廢水處置和雨水管)、電線、導管、總沖廁水管、總食水管，基於保安理由而安裝在該個別期數的期數公用地方的閉路電視及其他設施及設備、該個別期數機械設備和其他類似的裝置、設施或服務、電力變壓房、電纜設施及為該個別期數提供電力的所有關連設施及輔助電力裝置、設備和設施、及該等於有關的副公契內所指定為此的裝置及設施。

16. 「**期數住宅公用地方**」指擬供個別期數的住宅發展項目整體而並非只供任何該個別期數的個別住宅單位公用及共享的屋苑部分，受公契的條款所約束，每位該個別期數內的住宅單位的擁有人及佔用人可專有地與該個別期數內的住宅單位的其他擁有人及佔用人共用該等部分，當中包括但不限於第一期住宅公用地方及該等於有關的副公契內所指定為此的其後期數部分。惟倘若情況適當，如(i)任何《建築物管理條例》第2條所列出「公用部分」的定義之(a)段所包含的屋苑部分或(ii)任何《建築物管理條例》附表1所指明並包含於《建築物管理條例》第2條所列出「公用部分」的定義之(b)段的屋苑部分也被上文所提供之條款所涵蓋，該等部分將被視作已被包括為及構成期數住宅公用地方一部分。

17. 「**期數住宅公用地方與設施**」統指期數住宅公用地方及期數住宅公用設施。

18. 「**期數住宅公用設施**」指擬供個別期數的住宅發展項目整體而並非只供任何該個別期數內的個別住宅單位公用及共享的屋苑設施，受公契的條款所約束，每位個別期數內的住宅單位的擁有人及佔用人可專有地與所有該個別期數內的住宅單位的其他擁有人及佔用人共用該等設施，當中包括但不限於第一期住宅公用設施、所有設於該個別期數的期數住宅公用地方指定的升降機、電線、電纜、導管、喉管、管道(包括但不限於便溺污水及廢水處置和雨水管)、排水渠、基於保安理由而安裝在該個別期數的期數住宅公用地方的閉路電視及其他設施及設備，以及所有專有地提供予該個別期數的住宅發展項目的所有機械和電力裝置及設備，及該等於有關的副公契內所指定為此的裝置及設施。

19. 「**第一期公用地方**」指擬供第一期整體而並非只供任何個別單位或其任何部分公用及共享的第一期部分，受公契的條款所約束及所有現存的權利及通行權所規限，每位第一期的擁有人及佔用人可專有地與所有其他第一期的擁有人及佔用人共用該等部分，當中包括但不限於：-

- (a) 不屬於或構成第一期內的屋苑公用地方(如有)、第一期住宅發展項目、第一期商業發展項目或第一期停車場一部分的該等地基、柱、樑、樓板及其他結構性支承物及元素；
- (b) 在第一期內提供安裝或使用天線廣播分導或電訊網絡設施的地方；
- (c) 在附於公契的圖則上以黃色顯示(僅作識別之用)而非構成第一期內的屋苑公用地方(如有)、第一期住宅發展項目、第一期商業發展項目或第一期停車場一部分的該等第一期外牆部分(包括在外牆上的玻璃幕牆及簷篷、建築鱗片及在其上的特色)；
- (d) 所有在附於公契的圖則上以黃色顯示(僅作識別之用)的該等第一期部分，以及在附於公契的圖則上以黃色加黑點顯示(僅作識別之用)位於第一期的綠化範圍部分；
- (e) 位於第一期地下、1樓、第一層地庫及第二層地庫的排水渠、表面溝道、沙井或進出口蓋下供第一期整體而並非只供其任何個別單位或其任何部分所用的溝槽、管道溝槽、污水管、排水渠、喉管、導管及沙井；及

(f) 由首位擁有人按照公契的條款在任何時候指定用作第一期公用地方的額外第一期地方。惟倘若情況適當，如(i)任何《建築物管理條例》第2條所列出「公用部分」的定義之(a)段所包含的第一期部分或(ii)任何《建築物管理條例》附表1所指明並包含於《建築物管理條例》第2條所列出「公用部分」的定義之(b)段的第一期部分也被上文所提供之條款所涵蓋，該等部分將被視作已被包括為及構成第一期公用地方一部分。

20. 「**第一期公用地方與設施**」統指第一期公用地方及第一期公用設施。

21. 「**第一期公用設施**」指擬供第一期整體而並非只供其任何個別單位或其任何部分公用及共享的第一期設施，受公契的條款所約束，每位第一期的擁有人及佔用人可專有地與所有其他第一期的擁有人及佔用人共用該等設施，當中包括但不限於公共天線、所有訊號接收器、污水管、排水渠、雨水渠、水道(特別是位於第一期地下、1樓、第一層地庫及第二層地庫的排水渠、表面溝道、沙井或進出口蓋下供第一期整體而並非只供其任何個別單位或其任何部分所用的溝槽、管道溝槽、污水管、排水渠、喉管、導管及沙井)、電纜、喉管、管道(包括但不限於便溺污水及廢水處置和雨水管)、電線、導管、總沖廁水管、總食水管，基於保安理由而安裝在第一期公用地方的閉路電視及其他設施及設備、第一期的機械設備和其他類似的裝置、設施或服務、電力變壓房、電纜設施及為第一期提供電力的所有關連設施及輔助電力裝置、設備和設施、及由首位擁有人按照公契的條款在任何時候指定用作第一期公用設施的額外裝置及設施。

22. 「**第一期住宅公用地方**」指擬供第一期住宅發展項目整體而並非只供任何個別第一期內的住宅單位公用及共享的第一期部分，受公契的條款所約束，每位第一期內的住宅單位的擁有人及佔用人可專有地與所有其他第一期內的住宅單位的擁有人及佔用人共用該等部分，當中包括但不限於：-

- (a) 在附於公契的圖則上以粉紅色顯示(僅作識別之用)而非構成第一期內的屋苑公用地方(如有)、第一期公用地方、第一期屋苑住宅公用地方、第一期商業發展項目或第一期停車場，位於3樓及以下的該等第一期外牆部分；
- (b) 不構成第一期內的屋苑公用地方(如有)、第一期公用地方、第一期屋苑住宅公用地方或第一期內的住宅單位，位於3樓以上的該等第一期外牆部分，當中包括但不限於：-
 - (1) 在其上的建築鱗片及特色；
 - (2) 在其上的遮陽裝置；
 - (3) 第一期的玻璃幕牆結構，包括但不限於豎框及面版(但不包括(i)玻璃幕牆結構可開啟的部分；及(ii)完全包圍或面向一個第一期內的住宅單位的該等玻璃嵌板，而上述可開啟部分及玻璃嵌板則構成有關第一期內的住宅單位的部分)。為免生疑問，任何構成第一期玻璃幕牆結構一部分而非完全包圍一個第一期內的住宅單位，反而伸延跨越兩個或以上第一期內的住宅單位的玻璃嵌板則構成第一期住宅公用地方一部分；及
 - (4) 位於主天台、高層天台1及高層天台2的第一期外牆，該等樓層在附於公契的圖則上以粉紅色顯示(僅作識別之用)；

但不包括構成相關住宅單位的露台、工作平台、私人天台或私人平台的玻璃欄杆、金屬欄杆或欄杆；

(c) 管理員、看守員及管理公司職員的辦公室及/或櫃台(如有)；

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- (d) 所有在附於公契的圖則上以粉紅色顯示(僅作識別之用)的該等第一期部分；及
- (e) 由首位擁有人按照公契的條款在任何時候指定用作第一期住宅公用地方的額外第一期地方。

惟倘若情況適當，如(i)任何《建築物管理條例》第2條所列出「公用部分」的定義之(a)段所包含的第一期部分或(ii)任何《建築物管理條例》附表1所指明並包含於《建築物管理條例》第2條所列出「公用部分」的定義之(b)段的第一期部分也被上文所提供之條款所涵蓋，該等部分將被視作已被包括為及構成第一期住宅公用地方一部分。

23. 「第一期住宅公用地方與設施」統指第一期住宅公用地方及第一期住宅公用設施。

24. 「第一期住宅公用設施」指擬供第一期住宅發展項目整體而並非只供任何個別的第一期內的住宅單位公用及共享的第一期設施，受公契的條款所約束，每位第一期內的住宅單位的擁有人及佔用人可專用地與所有第一期內的住宅單位的其他擁有人及佔用人共用該等設施，當中包括但不限於所有設於第一期住宅公用地方指定的升降機、電線、電纜、導管、喉管、管道(包括但不限於便溺污水及廢水處置和雨水管)、排水渠、基於保安理由而安裝在第一期住宅公用地方的閉路電視及其他設施及設備，以及所有專用地提供予第一期住宅發展項目的所有機械和電力裝置及設備，及由首位擁有人按照公契的條款在任何時候指定用作第一期住宅公用設施的額外裝置及設施。

B. 分配予期數中的每個住宅物業的不分割份數的數目

第一期								
室 樓層*	A	B	C	D	E	F	G	H
5/F	308	224	170	170	170	179	284	332
6/F - 28/F	336	255	187	187	187	202	314	342
29/F	516	560	/	/	364	/	/	552

第一期							
室 樓層*	J	K	L	M	N	P	Q
5/F	272	233	214	215	227	232	233
6/F - 28/F	250	251	233	233	246	250	250
29/F	476	/	224	222	235	239	/

發展項目之不分割份數總數為290,000。

*不設13樓、14樓及24樓。

C. 發展項目的管理人的委任年期

管理人首屆任期由公契日期起計兩年，其後繼續留任至其委任按公契的條文終止為止。

D. 發展項目中的住宅物業的擁有人之間分擔管理開支的計算基準

每個在已落成期數內的住宅單位的擁有人應在每個曆月首日預繳按住宅管理預算案(由屋苑住宅管理預算案及期數住宅管理預算案組成)其應繳的年度開支份額的十二份之一的管理費，以分擔屋苑的管理費(包括管理人費用)。該應繳的份額比例為：(i)就屋苑住宅管理預算案而言，應與分配給其住宅單位的管理份數佔分配給已落成的期數內的所有住宅單位的總管理份數的比例相同；及(ii)就期數住宅管理預算案而言，應與分配給其住宅單位的管理份數佔分配給在同一期數內的所有住宅單位的總管理份數的比例相同。

E. 計算管理費按金的基準

管理費按金的金額相等於擁有人就其住宅單位按首個住宅管理預算案釐定而須繳交的三個月管理費。

F. 擁有人在期數中保留作自用的範圍(如有)

不適用。

- 註：1. 詳情請參考公契最新擬稿。公契最新擬稿已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費用後獲取副本。
2. 除非本售樓說明書另有規定，本公契的摘要內所採用的詞彙與該詞彙在公契內的意思相同。

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SUMMARY OF DEED OF MUTUAL COVENANT

A. The common parts of the development

1. **“Common Areas”** means collectively the Estate Common Areas, the Phase Common Areas, the Estate Residential Common Areas, the Phase Residential Common Areas and other common areas to be designated as such in the Sub-Deed(s) (including but not limited to, in the event Units in the Commercial Development of any Phase or the Phase 1 Car Park are disposed of individually, such Commercial Development common areas in that Phase (if any) or Phase 1 Car Park common areas (if any) as shall be defined in the relevant Sub-Deed(s)), each of which Common Areas shall, where applicable, include those appropriate and relevant common parts covered by the definition of “common parts” set out in section 2 of the BMO.
2. **“Common Areas and Facilities”** means collectively the Common Areas and the Common Facilities.
3. **“Common Facilities”** means collectively the Estate Common Facilities, the Phase Common Facilities, the Estate Residential Common Facilities, the Phase Residential Common Facilities and other common facilities to be designated as such in the Sub-Deed(s) (including but not limited to, in the event Units in the Commercial Development of any Phase or the Phase 1 Car Park are disposed of individually, such Commercial Development common facilities in that Phase (if any) or Phase 1 Car Park common facilities (if any) as shall be defined in the relevant Sub-Deed(s)).
4. **“Estate Common Areas”** means those parts of the Estate (if any) intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof and which are, subject to the provisions of the Deed of Mutual Covenant and all subsisting rights and rights of way, to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said parts include but not limited to the Slopes and Retaining Walls (if any) and such areas (if any) in the Subsequent Phases to be designated as such in the relevant Sub-Deed(s) PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of “common parts” set out in section 2 of the BMO shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas.
5. **“Estate Common Areas and Facilities”** means collectively the Estate Common Areas and the Estate Common Facilities, if any.
6. **“Estate Common Facilities”** means all those facilities of the Estate (if any) intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said facilities include but not limited to such devices and facilities (if any) in the Subsequent Phases to be designated as such in the relevant Sub-Deed(s).
7. **“Estate Residential Common Areas”** means those parts of the Estate intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit or the Residential Development of any particular Phase and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Residential Units in all Phases in common with all other Owners and Occupiers of the Residential Units in all Phases and includes but not limited to the Recreational Facilities, the Estate Residential Common Areas In Phase 1 and such areas in the Subsequent Phases to be designated as such in the relevant Sub-Deed(s) PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of “common parts” set out in section 2 of the BMO shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Residential Common Areas.
8. **“Estate Residential Common Areas In Phase 1”** means all those areas of Phase 1 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit or the Residential Development of any particular Phase and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Residential Units in all Phases in common with all other Owners and Occupiers of the Residential Units in all Phases which said parts include but not limited to:-
 - (a) those parts of the external walls of Phase 1 at and below the 3rd floor not forming part of the Estate Common Areas in Phase 1 (if any), the Phase 1 Common Areas, the Phase 1 Residential Common Areas, the Phase 1 Commercial Development or the Phase 1 Car Park, and which are for the purpose of identification only shown and coloured green on the plans annexed to the Deed of Mutual Covenant and such parts of the Greenery Areas in Phase 1 which are for the purpose of identification only shown and coloured green dotted black on the plans annexed to the Deed of Mutual Covenant;
 - (b) all those areas of Phase 1 which are for the purpose of identification only shown and coloured green on the plans annexed to the Deed of Mutual Covenant and such parts of the Greenery Areas in Phase 1 which are for the purpose of identification only shown and coloured green dotted black on the plans annexed to the Deed of Mutual Covenant;
 - (c) the Recreational Facilities in Phase 1; and
 - (d) such additional areas of Phase 1 as may at any time be designated as the Estate Residential Common Areas by the First Owner in accordance with the provisions of the Deed of Mutual Covenant,PROVIDED THAT, where appropriate, if (i) any parts of Phase 1 covered by paragraph (a) of the definition of “common parts” set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of “common parts” set out in section 2 of the BMO shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Residential Common Areas In Phase 1.
9. **“Estate Residential Common Areas and Facilities”** means collectively the Estate Residential Common Areas and the Estate Residential Common Facilities.

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SUMMARY OF DEED OF MUTUAL COVENANT

10. **“Estate Residential Common Areas and Facilities In Phase 1”** means collectively the Estate Residential Common Areas In Phase 1 and the Estate Residential Common Facilities In Phase 1.

11. **“Estate Residential Common Facilities”** means all those facilities of the Estate intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit or the Residential Development of any particular Phase and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Residential Unit in all Phases in common with all other Owners and Occupiers of the Residential Units in all Phases and includes but not limited to the Estate Residential Common Facilities In Phase 1, all lifts designated in the Estate Residential Common Areas, wires, cables, ducts, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), drains, CCTV and other facilities and equipment installed in the Estate Residential Common Areas for security purposes, the sports and recreational facilities in the Recreational Facilities, all mechanical and electrical installations and equipment exclusively for the Residential Development as a whole and not just the Residential Development of any particular Phase, and such devices and facilities in the Subsequent Phases to be designated as such in the relevant Sub-Deed(s).

12. **“Estate Residential Common Facilities In Phase 1”** means the Estate Residential Common Facilities located in Phase 1.

13. **“Phase Common Areas”** means those parts of the Estate intended for the common use and benefit of a particular Phase as a whole and not just any particular Unit in that particular Phase and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Units in that particular Phase in common with all other Owners and Occupiers of the Units in that particular Phase exclusively and includes but not limited to the Phase 1 Common Areas and such areas in the Subsequent Phases to be designated as such in the relevant Sub-Deed(s) PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of “common parts” set out in section 2 of the BMO shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Phase Common Areas.

14. **“Phase Common Areas and Facilities”** means collectively the Phase Common Areas and the Phase Common Facilities.

15. **“Phase Common Facilities”** means all those facilities of the Estate intended for the common use and benefit of a particular Phase as a whole and not just any particular Unit in that particular Phase and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Units in that particular Phase in common with all other Owners and Occupiers of the Units in that particular Phase exclusively and includes but not limited to the Phase 1 Common Facilities, the communal aerial, all signal receivers, sewers, drains, storm water drains, water courses, cables, pipes, pipework (including but not limited to the soil and wastewater disposal and stormwater pipe), wires, ducts, flushing mains, fresh

water mains, CCTV and other facilities and equipment installed in the Phase Common Areas of that particular Phase for security purposes, plant and machinery and other like installations, facilities or services of that particular Phase, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to that particular Phase, and such devices and facilities in the Subsequent Phases to be designated as such in the relevant Sub-Deed(s).

16. **“Phase Residential Common Areas”** means those parts of the Estate intended for the common use and benefit of the Residential Development of a particular Phase as a whole and not just any particular Residential Unit in that particular Phase and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Residential Units in that particular Phase in common with all other Owners and Occupiers of the Residential Units in that particular Phase exclusively and includes but not limited to the Phase 1 Residential Common Areas and such areas in the Subsequent Phases to be designated as such in the relevant Sub-Deed(s) PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of “common parts” set out in section 2 of the BMO shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Phase Residential Common Areas.

17. **“Phase Residential Common Areas and Facilities”** means collectively the Phase Residential Common Areas and the Phase Residential Common Facilities.

18. **“Phase Residential Common Facilities”** means all those facilities of the Estate intended for the common use and benefit of the Residential Development of a particular Phase as a whole and not just any particular Residential Unit in that particular Phase and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Residential Units in a particular Phase in common with all other Owners and Occupiers of the Residential Units in that particular Phase exclusively and includes but not limited to the Phase 1 Residential Common Facilities, all lifts designated in the Phase Residential Common Areas of that particular Phase, wires, cables, ducts, pipes, pipework (including but not limited to the soil and wastewater disposal and stormwater pipe), drains, CCTV and other facilities and equipment installed in the Phase Residential Common Areas of that particular Phase for security purposes, and all mechanical and electrical installations and equipment exclusively for the Residential Development of that particular Phase and such devices and facilities in the Subsequent Phases to be designated as such in the relevant Sub-Deed(s).

19. **“Phase 1 Common Areas”** means those parts of Phase 1 intended for the common use and benefit of Phase 1 as a whole and not just any particular Unit or any particular part thereof and which are, subject to the provisions of the Deed of Mutual Covenant and all subsisting rights and rights of way, to be used by each Owner and Occupier of Phase 1 in common with all other Owners and Occupiers of Phase 1 exclusively which said parts include but not limited to:-

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SUMMARY OF DEED OF MUTUAL COVENANT

- (a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Estate Common Areas in Phase 1 (if any), the Residential Development of Phase 1, the Phase 1 Commercial Development or the Phase 1 Car Park;
 - (b) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities in Phase 1;
 - (c) those parts of the external walls of Phase 1 (including the curtain walls and canopies thereof, architecture fins and features thereon) not forming part of the Estate Common Areas in Phase 1 (if any), the Residential Development of Phase 1, the Phase 1 Commercial Development or the Phase 1 Car Park, and which are for the purpose of identification only shown and coloured yellow on the plans annexed to the Deed of Mutual Covenant;
 - (d) all those areas of Phase 1 which are for the purpose of identification only shown and coloured yellow on the plans annexed to the Deed of Mutual Covenant and such parts of the Greenery Areas in Phase 1 which are for the purpose of identification only shown and coloured yellow dotted black on the plan annexed to the Deed of Mutual Covenant;
 - (e) the trenches, services trenches, sewers, drains, pipes, ducts and manholes underneath the drain, surface channel, manhole or access covers on the ground floor, 1st floor, basement level 1 and basement level 2 of Phase 1 and serving Phase 1 as a whole and not just any particular Unit or any particular part thereof; and
 - (f) such additional areas of Phase 1 as may at any time be designated as the Phase 1 Common Areas by the First Owner in accordance with the provisions of the Deed of Mutual Covenant,
- PROVIDED THAT, where appropriate, if (i) any parts of Phase 1 covered by paragraph (a) of the definition of “common parts” set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of “common parts” set out in section 2 of the BMO shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Phase 1 Common Areas.

20. “Phase 1 Common Areas and Facilities” means collectively the Phase 1 Common Areas and the Phase 1 Common Facilities.

21. “Phase 1 Common Facilities” means all those facilities of Phase 1 intended for the common use and benefit of Phase 1 as a whole and not just any particular Unit or any particular part thereof which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of Phase 1 in common with all other Owners and Occupiers of Phase 1 exclusively and includes but not limited to the communal aerial, all signal receivers, sewers, drains, storm water drains, water courses (in particular the trenches, services trenches, sewers, drains, pipes, ducts and manholes underneath the drain, surface channel, manhole or access covers on the ground floor, 1st floor, basement level 1 and basement level 2 of Phase 1 serving Phase 1 as a whole and not just any particular Unit or any particular part thereof), cables, pipes, pipework (including but not limited to the soil and wastewater disposal and stormwater pipe), wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipment installed in the Phase 1 Common Areas for security purposes, plant and machinery and other like installations, facilities or services of Phase 1, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to Phase 1,

and such additional devices and facilities of Phase 1 as may at any time be designated as Phase 1 Common Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

22. “Phase 1 Residential Common Areas” means all those areas of Phase 1 intended for the common use and benefit of the Residential Development of Phase 1 as a whole and not just any particular Residential Unit in Phase 1 and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Residential Units in Phase 1 in common with all other Owners and Occupiers of the Residential Units in Phase 1 exclusively which said parts include but not limited to:-

- (a) those parts of the external walls of Phase 1 at and below the 3rd floor not forming part of the Estate Common Areas in Phase 1 (if any), the Phase 1 Common Areas, the Estate Residential Common Areas In Phase 1, the Phase 1 Commercial Development or the Phase 1 Car Park, and which are for the purpose of identification only shown and coloured pink on the plans annexed to the Deed of Mutual Covenant;
- (b) those parts of the external walls of Phase 1 above the 3rd floor not forming part of the Estate Common Areas in Phase 1 (if any), the Phase 1 Common Areas, the Estate Residential Common Areas In Phase 1 or the Residential Units in Phase 1 including but not limited to:-
 - (1) the architecture fins and features thereon;
 - (2) the sunshade devices thereon;
 - (3) the curtain wall structures of Phase 1 including but not limited to the mullions and cladding (except: (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit in Phase 1, which said openable parts and glass panels shall form parts of the relevant Residential Units in Phase 1). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of Phase 1 that does not wholly enclose a Residential Unit in Phase 1 but extends across two or more Residential Units in Phase 1 shall form part of the Phase 1 Residential Common Areas; and
 - (4) the external walls of Phase 1 at the main roof, upper roof 1 and upper roof 2 levels, which levels are for the purpose of identification only shown and coloured pink on the plan annexed to the Deed of Mutual Covenant;

BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms, private roofs or private flat roofs which form parts of the relevant Residential Units;

- (c) office and/or counter for caretakers, watchmen and management staff (if any);
- (d) all those areas of Phase 1 which are for the purpose of identification only shown and coloured pink on the plans annexed to the Deed of Mutual Covenant; and
- (e) such additional areas of Phase 1 as may at any time be designated as the Phase 1 Residential Common Areas by the First Owner in accordance with the provisions of the Deed of Mutual Covenant,

PROVIDED THAT, where appropriate, if (i) any parts of Phase 1 covered by paragraph (a) of the definition of “common parts” set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of “common parts” set out in section 2 of the BMO shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Phase 1 Residential Common Areas.

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23. “Phase 1 Residential Common Areas and Facilities” means collectively the Phase 1 Residential Common Areas and the Phase 1 Residential Common Facilities.

24. “Phase 1 Residential Common Facilities” means all those facilities of Phase 1 intended for the common use and benefit of the Residential Development of Phase 1 as a whole and not just any particular Residential Unit in Phase 1 and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Residential Units in Phase 1 in common with all other Owners and Occupiers of the Residential Units in Phase 1 exclusively and includes but not limited to all lifts designated in the Phase 1 Residential Common Areas, wires, cables, ducts, pipes, pipework (including but not limited to the soil and wastewater disposal and stormwater pipe), drains, CCTV and other facilities and equipment installed in the Phase 1 Residential Common Areas for security purposes, and all mechanical and electrical installations and equipment exclusively for the Residential Development of Phase 1, and such additional devices and facilities of Phase 1 as may at any time be designated as the Phase 1 Residential Common Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

B. The number of undivided shares assigned to each residential property in the phase

	Phase 1							
Flat Floor*	A	B	C	D	E	F	G	H
5/F	308	224	170	170	170	179	284	332
6/F - 28/F	336	255	187	187	187	202	314	342
29/F	516	560	/	/	364	/	/	552

	Phase 1						
Flat Floor*	J	K	L	M	N	P	Q
5/F	272	233	214	215	227	232	233
6/F - 28/F	250	251	233	233	246	250	250
29/F	476	/	224	222	235	239	/

The total number of Undivided Shares of the Development is 290,000.

*13/F, 14/F and 24/F are omitted.

C. The term of years for which the manager of the development is appointed

The Manager is to be appointed for an initial term of two years from the date of the Deed of Mutual Covenant and such appointment is to be continued thereafter until terminated in accordance with the provisions thereof.

D. The basis on which the management expenses are shared among the owners of the residential properties in the development

The Owner of each Residential Unit in the Completed Phases shall contribute towards the Management Charges (including the Manager's Fee) of the Estate by paying in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget (comprising the Estate Residential Management Budget and the Phase Residential Management Budget) which due proportion shall be : (i) in so far as the Estate Residential Management Budget is concerned, the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all Residential Units in the Completed Phases; and (ii) in so far as the Phase Residential Management Budget is concerned, the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all the Residential Units in the same Phase of his Residential Unit.

E. The basis on which the management fee deposit is fixed

The management fee deposit is equivalent to three months' contribution towards the Management Charges payable by the Owner in respect of his Residential Unit based on the first Residential Management Budget.

F. The area (if any) in the phase retained by the vendor for its own use

Not applicable.

Remarks: 1. For full details, please refer to the latest draft Deed of Mutual Covenant which is free for inspection during opening hours at the sales office. A copy of the latest draft Deed of Mutual Covenant is available upon request and payment of the necessary photocopying charges.

2. Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the Deed of Mutual Covenant.