

14 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. 發展項目的公用部份

(A) 公契

「公用地方」統指第一期公用地方及在任何時候按有關的副公契所指定作為第二期公用地方的該等位於第二期內的地方。

「公用地方與設施」統指公用地方及公用設施。

「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。

「第一期公用地方」統指第一期屋苑公用地方及第一期住宅公用地方，及如第一期商業發展內的單位個別出售，將包括有關商業發展的副公契內所定義為於第一期內商業發展的公用地方。

「公用設施」統指第一期屋苑公用設施及在任何時候按有關的副公契所指定作為第二期公用設施的該等位於第二期內的設施。

「第一期公用設施」統指第一期屋苑公用設施及第一期住宅公用設施，及如第一期商業發展內的單位個別出售，將包括有關商業發展的副公契內所定義為於第一期內商業發展的公用設施。

「屋苑公用地方」統指第一期屋苑公用地方及在任何時候按有關的副公契所指定作為第二期屋苑公用地方的該等位於第二期內的地方。

「屋苑公用地方與設施」統指屋苑公用地方及屋苑公用設施。

「第一期屋苑公用地方與設施」統指第一期屋苑公用地方及第一期屋苑公用設施。

「第一期屋苑公用地方」指擬供屋苑整體共用及共享而並非只供任何個別單位或個別部份使用及享用的第一期部份，受制於公契條款及所有現存的權利及通行權，每一位擁有人及佔用人可與屋苑所有其他擁有人及佔用人共用該等部份，該等部份包括但不限於：-

- (a) 不屬於或構成第一期商業發展或第一期內住宅發展一部份的地基，柱，樑，樓板及其他結構性支承物及元素；
- (b) 於第一期內的斜坡及護土牆部份(如有)；
- (c) 提供安裝或使用天線廣播分導或電訊網絡設施的地方但構成第一期商業發展或第一期住宅公用地方一部份的地方除外；
- (d) 黃色加黑斜線牆；
- (e) 所有並非構成第一期商業發展或第一期內住宅發展部分的第一期外牆範圍（包括其上的玻璃幕牆及簷篷，如有，建築鱗片及特色）並於公契所夾附的圖則以〔黃色〕及〔黃色加黑斜線〕顯示（僅作識別之用）；
- (f) 所有於第一期內並於公契所夾附的圖則以〔黃色〕顯示（僅作識別之用）的地方；
- (g) 由首位擁有人在任何時候按照公契條款所指定作為第一期屋苑公用地方的額外第一期地方；及
- (h)（就管理、修理和維護而言，不論是根據大廈公契第7(D)(b)條所指的轉讓之前或之後）KL分段（直至KL分段通行權結束和終止）；

但（為免存疑）並不包括第一期住宅公用地方及倘若情況適當，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)段所包含的第一期的任何部分或(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屋苑公用地方一部分。

「屋苑公用設施」統指第一期屋苑公用設施及在任何時候按有關的副公契所指定作為第二期屋苑公用設施的該等位於第二期內而供屋苑整體使用的設施。

「第一期屋苑公用設施」指擬供屋苑整體共用及共享而並非只供任何個別單位或個別部份使用及享用的第一期內所有設施，受制於公契條款，每一位擁有人及佔用人可與屋苑所有其他擁有人及佔用人共用該等設施，當中包括但不限於共用天線、所有訊號接收器、污水管、排水渠、雨水渠、水道、電纜、水管、管道（包括但不限於便溺污水及廢水處置和雨水管）、電線、管槽、總沖廁水管、總食水管、基於保安理由而安裝於第一期屋苑公用地方的閉路電視及其他設施及設備、機器及機械和位於第一期內屋苑其他類似的裝置、設施或服務、變壓房、電纜設備及位於第一期內為屋苑提供電力的所有相關設施及輔助電力裝置、設備及設施，以及由首位擁有人在任何時候按照公契條款所指定作為第一期屋苑公用設施的該等位於第一期內供屋苑整體使用的額外裝置及設施。

「住宅公用地方」統指第一期住宅公用地方及在任何時候按有關的副公契指定作為第二期住宅公用地方的該等位於第二期內的地方。

「住宅公用地方與設施」統指住宅公用地方及住宅公用設施。

「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。

「第一期住宅公用地方」指擬供住宅發展整體共用及共享而並非只供任何個別住宅單位使用及享用的第一期內住宅發展部份，受制於公契條款及所有現存的權利及通行權，每一住宅單位擁有人及佔用人可與所有其他住宅單位擁有人及佔用人共用該等部份，該等部份包括：-

- (a) 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但構成第一期商業發展及第一期屋苑公用地方一部份的地方除外；
- (b) 第一期內康樂地方及設施部份；
- (c) 第一期內有蓋園景區部份；
- (d) 第一期綠化範圍部份；
- (e) 於公契所夾附的圖則以“SWIMMING POOL 1”標記顯示（僅作識別之用）的游泳池；
- (f) 於屋苑地面層提供予管理員、看守員及管理公司職員的辦公室及/或櫃檯、士多、看守員房間及洗手間（如有）；
- (g) 於第一期二樓及其以下並非構成第一期商業發展或第一期屋苑公用地方的第一期之外牆部份（包括在外牆的玻璃幕牆及簷篷（如有），建築鱗片及在其上的特色）於公契所夾附的圖則以〔綠色〕顯示（僅作識別之用）；
- (h) 於第一期內座的二樓以上並非構成第一期內住宅單位或第一期屋苑公用地方的之外牆部份（包括該等主天台層以上鄰接第一期屋苑公用地方的該等外牆部份），包括但不限於：-
 - (1) 在其上的建築鱗片及特色；
 - (2) 毗連住宅單位的冷氣機平台(包括其百葉窗及/或在其上的金屬支撐架（如有）)，或其他指定用作安放冷氣機的地方（如有）；及
 - (3) 第一期內座的玻璃幕牆結構包括但不限於豎框及面版（除卻(i)玻璃幕牆結構可開啟的部份；及(ii)完全包圍或面向第一期內住宅單位的玻璃嵌板，而上述可開啟部份及玻璃嵌板屬於第一期內相關住宅單位的部份)。而為免存疑，任何構成第一期內座的玻璃幕牆結構一部份而並非完全包圍一個第一期內住宅單位而是申延跨越兩個或多個第一期內住宅單位的玻璃嵌板，將構成第一期住宅公用地方的一部份；但不包括：-
構成第一期內相關住宅單位一部份的露台、工作平台、安放冷氣機地方、私人平台或私人天台的玻璃欄杆、金屬欄杆或欄杆及構成和連接第一期內相關住宅單位一部份，毗鄰位於露台及/或工作平台假天花的鋁製格柵；

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- (i) 所有在公契所夾附的圖則上以「綠色」、「綠色加黑斜線」、「綠色加交叉黑斜線」及「綠色加黑點」顯示（僅作識別之用）於第一期內的所有地方；及
- (j) 由首位擁有人在任何時候按照公契條款指定作為第一期住宅公用地方的額外第一期及其內之地方，但（為免存疑）並不包括第一期屋苑公用地方及倘若情況適當，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) 段所包含的第一期內住宅發展的任何部分或 (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。

「住宅公用設施」統指第一期住宅公用設施及在任何時候按有關的副公契所指定作為供住宅發展整體使用的該等位於第二期內的設施。

「第一期住宅公用設施」指擬供住宅發展整體共用及共享而並非只供任何個別住宅單位使用及享用的第一期內所有設施，受制於公契條款，每一住宅單位擁有人及佔用人可與所有其他住宅單位擁有人及佔用人共用該等設施，當中包括但不限於所有於第一期住宅公用地方指定的所有升降機、電線、電纜、管槽、水管、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第一期住宅公用地方的閉路電視及其他設施及設備、位於第一期內之康樂地方及設施的運動及康樂設施及所有位於第一期內專屬住宅發展的機電裝置及設備，以及由首位擁有人在任何時候按照公契條款所指定作為第一期住宅公用設施的該等位於第一期內供住宅發展整體使用的額外裝置及設施。

(B) 第二期副公契

「第二期公用地方與設施」統指第二期公用地方及第二期公用設施。

「第二期公用地方」統指第二期屋苑公用地方及第二期住宅公用地方，及如第二期商業發展內的單位個別出售，將包括有關商業發展的副公契內所定義為於第二期內商業發展的公用地方。

「第二期公用設施」統指第二期屋苑公用設施及第二期住宅公用設施，及如第二期商業發展內的單位個別出售，將包括有關商業發展的副公契內所定義為於第二期內商業發展的公用設施。

「第二期屋苑公用地方與設施」統指第二期屋苑公用地方及第二期屋苑公用設施。

「第二期屋苑公用地方」指擬供屋苑整體共用及共享而並非只供任何個別單位或個別部份使用及享用的第二期部份，受制於公契及副公契條款及所有現存的權利及通行權，每一位擁有人及佔用人可與屋苑所有其他擁有人及佔用人共用該等部份，該等部份包括但不限於：-

- (a) 不屬於或構成第二期商業發展或第二期內住宅發展一部份的地基，柱，樑，樓板及其他結構性支承重物及元素；
- (b) 於第二期內的斜坡及護土牆部份(如有)；
- (c) 提供安裝或使用天線廣播分導或電訊網絡設施的地方但構成第二期商業發展或第二期住宅公用地方一部份的地方除外；
- (d) 黃色加黑斜線區域；
- (e) 所有於第二期內並於副公契所夾附的圖則以「黃色」顯示（僅作識別之用）的地方；及
- (f) 由首位擁有人在任何時候按照公契及副公契條款所指定作為第二期屋苑公用地方的額外第二期地方；

但（為免存疑）並不包括第二期住宅公用地方及倘若情況適當，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) 段所包含的第二期部分或 (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二期屋苑公用地方一部分。

「第二期屋苑公用設施」指擬供屋苑整體共用及共享而並非只供任何個別單位或個別部份使用及享用的第二期內所有設施，受制於公契及副公契條款，每一位擁有人及佔用人可與屋苑所有其他擁有人及佔用人

共用該等設施，當中包括但不限於共用天線、所有訊號接收器、污水管、排水渠、雨水渠、水道、電纜、水管、管道（包括但不限於便溺污水及廢水處置和雨水管）、電線、管槽、總沖廁水管、總食水管、基於保安理由而安裝於第二期屋苑公用地方的閉路電視及其他設施及設備、機器及機械和位於第二期內屋苑其他類似的裝置、設施或服務、變壓房、電纜設備及位於第二期內為屋苑提供電力的所有相關設施及輔助電力裝置、設備及設施，以及由首位擁有人在任何時候按照公契條款所指定作為第二期屋苑公用設施的該等位於第二期內供屋苑整體使用的額外裝置及設施。

「第二期住宅公用地方與設施」統指第二期住宅公用地方及第二期住宅公用設施。

「第二期住宅公用地方」指擬供住宅發展整體共用及共享而並非只供任何個別住宅單位使用及享用的第二期內住宅發展部份，受制於公契及副公契條款及所有現存的權利及通行權，每一住宅單位擁有人及佔用人可與所有其他住宅單位擁有人及佔用人共用該等部份，該等部份包括：-

- (a) 第二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但構成第二期商業發展及第二期屋苑公用地方一部份的地方除外；
- (b) 第二期內康樂地方及設施部份；
- (c) 第二期內有蓋園景區部份；
- (d) 第二期綠化範圍部份；
- (e) 於副公契所夾附的圖則以“SWIMMING POOL 2”標記顯示（僅作識別之用）的游泳池；
- (f) 於屋苑地面層提供予管理員、看守員及管理公司職員的辦公室及/或櫃檯、士多、看守員房間及洗手間（如有）；
- (g) 於第二期內第二座的二樓及其以下並非構成第二期商業發展或第二期屋苑公用地方的第二期之外牆部份（包括在外牆的玻璃幕牆及簷篷（如有），建築鱗片及在其上的特色）於副公契所夾附的圖則以「綠色」顯示（僅作識別之用）；
- (h) 於第二期內第二座的二樓以上並非構成第二期內住宅單位或第二期屋苑公用地方的之外牆部份（包括該等主天台層以上鄰接第二期屋苑公用地方的該等外牆部份），包括但不限於：
 - (1) 在其上的建築鱗片及特色；
 - (2) 毗連住宅單位的冷氣機平台(包括其百葉窗及/或在其上的金屬支撐架（如有）)，或其他指定用作安放冷氣機的地方（如有）；及
 - (3) 第二期內座的玻璃幕牆結構包括但不限於豎框及面版（除卻 (i) 玻璃幕牆結構可開啟的部份；及 (ii) 完全包圍或面向第二期內住宅單位的玻璃嵌板，而上述可開啟部份及玻璃嵌板屬於有關第二期內住宅單位的部份)。而為免存疑，任何構成第二期內座的玻璃幕牆結構一部份而並非完全包圍一個第二期內住宅單位而是申延跨越兩個或多個第二期內住宅單位的玻璃嵌板，將構成第二期住宅公用地方的一部份；
但不包括：-
構成相關第二期內住宅單位一部份的露台、工作平台、安放冷氣機地方、私人平台或私人天台的玻璃欄杆、金屬欄杆或欄杆及構成和連接相關第二期內相關住宅單位一部份，毗鄰位於露台及/或工作平台假天花的鋁製格柵；
- (i) 所有在副公契所夾附的圖則上以「綠色」、「綠色加黑斜線」、「綠色加交叉黑斜線」及「綠色加黑點」顯示（僅作識別之用）於第二期內的所有地方；及
- (j) 由首位擁有人在任何時候按照公契及副公契條款指定作為第二期住宅公用地方的額外第二期及其內之地方，

但（為免存疑）並不包括第二期屋苑公用地方及倘若情況適當，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) 段所包含的第二期內住宅發展部分或 (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二期住宅公用地方一部分。

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「第二期住宅公用設施」指擬供住宅發展整體共用及共享而並非只供任何個別住宅單位使用及享用的第二期內所有設施，受制於公契及副公契條款，每一住宅單位擁有人及佔用人可與所有其他住宅單位擁有人及佔用人共用該等設施，當中包括但不限於所有於第二期住宅公用地方指定的所有升降機、電線、電纜、管槽、水管、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第二期住宅公用地方的閉路電視及其他設施及設備、位於第二期內之康樂地方及設施的運動及康樂設施及所有位於第二期內專屬住宅發展的機電裝置及設備，以及由首位擁有人在任何時候按照公契及副公契條款所指定作為第二期住宅公用設施的該等位於第二期內供住宅發展整體使用的額外裝置及設施。

2. 分配予期數中的每個住宅物業的不分割份數的數目

座數	樓層	單位	每個單位獲分配的不可分割份數的數目
2座	2樓	1	427
		2	465
		3	416
		5	328
		6	221
		7	212
		8	304
		9	299
		10	316
		11	253
		3樓 - 16樓	1
	2		481
	3		442
	5		356
	6		251
	7		242
	8		325
	9		327
	10		336
	11		278

座數	樓層	單位	每個單位獲分配的不可分割份數的數目
2座	17樓 - 29樓	1	442
		2	481
		3	441
		5	357
		6	250
		7	242
		8	326
		9	327
		10	337
		11	277
		30樓	1
	2		356
	3		250
	5		242
	6		326
	7		342
	8		337
	9		277

備註：樓層編號不設4樓、13樓、14樓及24樓。
發展項目之不可分割份數總數為 342, 256。

- 有關期數的管理人的委任年期**
管理人首屆任期由簽訂公契日期起計兩年，其後續任至按公契的條文終止管理人的委任為止。
- 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**
每名在已落成的期數內的住宅單位擁有人應按照公契及副公契訂明的方式、金額和比例，根據其住宅單位的管理份數和公契及副公契訂明的準則，分擔屋苑的管理費（包括管理人費用）。分配予期數的每個住宅單位的管理份數的數目與上述第2段列出的住宅單位的不分割份數的數目相同。
- 計算管理費按金的基準**
管理費按金相等於擁有人就其住宅單位按首個年度管理預算案釐定而須繳的三個月管理費用。
- 擁有人在期數中保留作自用的範圍（如有的話）**
不適用。

註：

- 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中的涵義相同。
- 詳情請參考公契及副公契最新擬稿。公契及副公契最新擬稿已備於售樓處，在開放時間可供免費查閱，並且可在支付必要的影印費用後獲取副本。

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SUMMARY OF DEED OF MUTUAL COVENANT

SUMMARY OF DEED OF MUTUAL COVENANT

1. The common parts of the development

(A) Principal Deed of Mutual Covenant

"Common Areas" means collectively the Common Areas In Phase 1 and those areas within Phase 2 as may from time to time be designated as common areas in Phase 2 in the relevant Sub-Deed(s).

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Areas and Facilities In Phase 1" means collectively the Common Areas In Phase 1 and the Common Facilities In Phase 1.

"Common Areas In Phase 1" means the Estate Common Areas In Phase 1 and the Residential Common Areas In Phase 1, and in the event Units in the Phase 1 Commercial Development are disposed of individually, such Commercial Development common areas within Phase 1 as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"Common Facilities" means collectively the Common Facilities In Phase 1 and those facilities situated within Phase 2 as may from time to time be designated as common facilities in Phase 2 in the relevant Sub-Deed(s).

"Common Facilities In Phase 1" means collectively the Estate Common Facilities In Phase 1 and the Residential Common Facilities In Phase 1 and in the event Units in the Phase 1 Commercial Development are disposed of individually, such Commercial Development common facilities within Phase 1 as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"Estate Common Areas" means collectively the Estate Common Areas In Phase 1 and those areas within Phase 2 as may from time to time be designated as Estate Common Areas in Phase 2 in the relevant Sub-Deed(s).

"Estate Common Areas and Facilities" means collectively the Estate Common Areas and the Estate Common Facilities.

"Estate Common Areas and Facilities In Phase 1" means collectively the Estate Common Areas In Phase 1 and the Estate Common Facilities In Phase 1.

"Estate Common Areas In Phase 1" means those parts in Phase 1 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 :-

- (a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Phase 1 Commercial Development or the Residential Development in Phase 1;
- (b) such part(s) of the Slopes and Retaining Walls (if any) within Phase 1;
- (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Phase 1 Commercial Development or the Residential Common Areas In Phase 1;
- (d) the Yellow Hatched Black Walls;
- (e) all those portions of the external walls of Phase 1 (including the curtain walls and canopies thereof, if any, architecture fins and features thereon) not forming part of the Phase 1 Commercial Development or the Residential Development in Phase 1 and for the purpose of identification only as shown and coloured [yellow] and [yellow hatched black] on the plans annexed to the Deed of Mutual Covenant;

- (f) all those areas in Phase 1 which for the purpose of identification only are shown and coloured [yellow] on the plans annexed to the Deed of Mutual Covenant;
- (g) such additional areas of and within Phase 1 as may at any time be designated as Estate Common Areas In Phase 1 by the First Owner in accordance with the provisions of the Deed of Mutual Covenant; and
- (h) (for the purposes of management, repair and maintenance only, whether before or after the assignment as specified in Clause 7D(b) of the Deed of Mutual Covenant) Section KL (until the cessation and determination of the Section KL ROW);

BUT (for the avoidance of doubt) excluding the Residential Common Areas In Phase 1 and 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 Building Management Ordinance, or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance 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 In Phase 1.

"Estate Common Facilities" means collectively the Estate Common Facilities In Phase 1 and those facilities situated within Phase 2 serving the Estate as a whole as may from time to time be designated as Estate Common Facilities in Phase 2 in the relevant Sub-Deed(s).

"Estate Common Facilities In Phase 1" means all those facilities in Phase 1 intended for the common use and benefit of the Estate 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 in common with all other Owners and Occupiers of the Estate and includes but not limited to the communal aerial, all signal receivers, sewers, drains, storm water drains, water courses, cables, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipment installed in the Estate Common Areas In Phase 1 for security purposes, plant and machinery and other like installations, facilities or services of the Estate situated within Phase 1, transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities situated within Phase 1 for the supply of electricity to the Estate and such additional devices and facilities of the Estate situated within Phase 1 serving the Estate as a whole as may at any time be designated as Estate Common Facilities In Phase 1 by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

"Residential Common Areas" means collectively the Residential Common Areas In Phase 1 and those areas within Phase 2 as may from time to time be designated as Residential Common Areas in Phase 2 in the relevant Sub-Deed(s).

"Residential Common Areas and Facilities" means collectively the Residential Common Areas and the Residential Common Facilities.

"Residential Common Areas and Facilities In Phase 1" means collectively the Residential Common Areas In Phase 1 and the Residential Common Facilities In Phase 1.

"Residential Common Areas In Phase 1" means those parts of the Residential Development in Phase 1 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit 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 the Residential Units in common with all other Owners and Occupiers of the Residential Units which said parts include but not limited to :-

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SUMMARY OF DEED OF MUTUAL COVENANT

- (a) such areas within Phase 1 for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Phase 1 Commercial Development or the Estate Common Areas In Phase 1;
- (b) those parts of the Recreational Areas and Facilities in Phase 1;
- (c) those parts of the Covered Landscaped Areas in Phase 1;
- (d) the Greenery Areas In Phase 1;
- (e) the swimming pool which for the purpose of identification only is shown marked "SWIMMING POOL 1" on the plan annexed to the Deed of Mutual Covenant;
- (f) office(s) and/or counter(s), store(s), guard room(s) and lavatories for caretakers, watchmen and management staffs, if any, on the ground floor of the Estate;
- (g) those parts of the external walls of Phase 1 at and below the 2nd Floor of Phase 1 not forming part of the Phase 1 Commercial Development or the Estate Common Areas In Phase 1 (including the curtain walls and canopies thereof, if any, architecture fins and features thereon) for the purpose of identification only as shown and coloured [green] on the plans annexed to the Deed of Mutual Covenant;
- (h) those parts of the external walls (including those of such parts of the external walls abutting the Estate Common Areas In Phase 1 above the main roof level) above 2nd Floor of the Towers in Phase 1 not forming part of the Residential Units in Phase 1 or the Estate Common Areas In Phase 1 including but not limited to : -
 - (1) the architecture fins and features thereon;
 - (2) the air-conditioning platforms (including the louvers and/or metal supporting frames thereof (if any)) adjacent to the Residential Units or such other area(s), if any, as may be designated for that purpose; and
 - (3) the curtain wall structures of the Towers in 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 the Towers in 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 Residential Common Areas In Phase 1; BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms, areas for air-conditioner(s), private flat roofs or private roofs which form parts of the relevant Residential Units in Phase 1 and the aluminium grilles adjoining the false ceiling at the balconies and/or utility platforms held with and form part of the relevant Residential Units in Phase 1;
- (i) all those areas in Phase 1 for the purpose of identification only as shown and coloured [green], [green hatched black], [green cross-hatched black] and [green stippled black] on the plans annexed to the Deed of Mutual Covenant; and
- (j) such additional areas of and within Phase 1 as may at any time be designated as Residential Common Areas In Phase 1 by the First Owner in accordance with the provisions of the Deed of Mutual Covenant,

BUT (for the avoidance of doubt) excluding the Estate Common Areas In Phase 1 and PROVIDED THAT, where appropriate, if (i) any parts of the Residential Development in Phase 1 covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance, or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance

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 Residential Common Areas In Phase 1.

"Residential Common Facilities" means collectively the Residential Common Facilities In Phase 1 and those facilities situated within Phase 2 serving the Residential Development as a whole as may from time to time be designated as such in the relevant Sub-Deed(s).

"Residential Common Facilities In Phase 1" means all those facilities in Phase 1 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit 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 common with all other Owners and Occupiers of the Residential Units and includes but not limited to all lifts designated in the Residential Common Areas In Phase 1, 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 Residential Common Areas In Phase 1 for security purposes, the sports and recreational facilities in the Recreational Areas and Facilities situated within Phase 1 and all mechanical and electrical installations and equipment situated within Phase 1 exclusively for the Residential Development and such additional devices and facilities of the Residential Development situated within Phase 1 serving the Residential Development as a whole as may at any time be designated as Residential Common Facilities In Phase 1 by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

(B) Sub-Deed of Mutual Covenant in respect of Phase 2

"Common Areas and Facilities In Phase 2" means collectively the Common Areas In Phase 2 and the Common Facilities In Phase 2.

"Common Areas In Phase 2" means the Estate Common Areas In Phase 2 and the Residential Common Areas In Phase 2, and in the event Units in the Phase 2 Commercial Development are disposed of individually, such Commercial Development common areas within Phase 2 as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"Common Facilities In Phase 2" means collectively the Estate Common Facilities In Phase 2 and the Residential Common Facilities In Phase 2 and in the event Units in the Phase 2 Commercial Development are disposed of individually, such Commercial Development common facilities within Phase 2 as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"Estate Common Areas and Facilities In Phase 2" means collectively the Estate Common Areas In Phase 2 and the Estate Common Facilities In Phase 2.

"Estate Common Areas In Phase 2" means those parts in Phase 2 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 Principal Deed and this Sub-Deed 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 : -

- (a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Phase 2 Commercial Development or the Residential Development in Phase 2;
- (b) such part(s) of the Slopes and Retaining Walls (if any) within Phase 2;
- (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Phase 2 Commercial Development or the Residential Common Areas In Phase 2;
- (d) the Yellow Hatched Black Areas;
- (e) all those areas in Phase 2 which for the purpose of identification only are shown and coloured [yellow] on the plans annexed to this Sub-Deed; and

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(f) such additional areas of and within Phase 2 as may at any time be designated as Estate Common Areas In Phase 2 by the First Owner in accordance with the provisions of the provisions of the Principal Deed and this Sub-Deed.

BUT (for the avoidance of doubt) excluding the Residential Common Areas In Phase 2 and PROVIDED THAT, where appropriate, if (i) any parts of Phase 2 covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance, or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance 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 In Phase 2

"Estate Common Facilities In Phase 2" means all those facilities in Phase 2 intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof which are subject to the provisions of the Principal Deed and this Sub-Deed to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to the communal aerial, all signal receivers, sewers, drains, storm water drains, water courses, cables, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipment installed in the Estate Common Areas In Phase 2 for security purposes, plant and machinery and other like installations, facilities or services of the Estate situated within Phase 2, transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities situated within Phase 2 for the supply of electricity to the Estate and such additional devices and facilities of the Estate situated within Phase 2 serving the Estate as a whole as may at any time be designated as Estate Common Facilities In Phase 2 by the First Owner in accordance with the provisions of the provisions of the Principal Deed and this Sub-Deed.

"Residential Common Areas and Facilities In Phase 2" means collectively the Residential Common Areas In Phase 2 and the Residential Common Facilities In Phase 2.

"Residential Common Areas In Phase 2" means those parts of the Residential Development in Phase 2 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are subject to the provisions of the Principal Deed and this Sub-Deed and all subsisting rights and rights of way to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units which said parts include but not limited to :-

- (a) such areas within Phase 2 for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Phase 2 Commercial Development or the Estate Common Areas In Phase 2;
- (b) those parts of the Recreational Areas and Facilities in Phase 2;
- (c) those parts of the Covered Landscaped Areas in Phase 2;
- (d) the Greenery Areas In Phase 2;
- (e) the swimming pool which for the purpose of identification only is shown and marked "SWIMMING POOL 2" on the plan annexed to this Sub-Deed;
- (f) office(s) and/or counter(s), store(s), guard room(s) and lavatories for caretakers, watchmen and management staffs, if any, on the ground floor of the Estate;
- (g) those parts of the external walls of Phase 2 at and below the 2nd floor of Tower 2 of Phase 2 not forming part of the Phase 2 Commercial Development or the Estate Common Areas In Phase 2 (including the curtain walls and canopies thereof, if any, architecture fins and features thereon) for the purpose of identification only as shown and coloured [green] on the plans marked annexed to this Sub-Deed;

(h) those parts of the external walls (including those of such parts of the external walls abutting the Estate Common Areas In Phase 2 above the main roof level) above the 2nd floor of Tower 2 in Phase 2 not forming part of the Residential Units in Phase 2 or the Estate Common Areas In Phase 2 including but not limited to :-

- (1) the architecture fins and features thereon;
- (2) the air-conditioning platforms (including the louvers and/or metal supporting frames thereof (if any)) adjacent to the Residential Units or such other area(s), if any, as may be designated for that purpose; and
- (3) the curtain wall structures of the Tower 2 in Phase 2 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 2, which said openable parts and glass panels shall form parts of the relevant Residential Units in Phase 2). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of Tower 2 in Phase 2 that does not wholly enclose a Residential Unit in Phase 2 but extends across two or more Residential Units in Phase 2 shall form part of the Residential Common Areas In Phase 2;

BUT excluding

the glass balustrades, metal balustrades or railings of the balconies, utility platforms, areas for air-conditioner(s), private flat roofs or private roofs which form parts of the relevant Residential Units in Phase 2 and the aluminum grilles adjoining the false ceiling at the balconies and/or utility platforms held with and form part of the relevant Residential Units in Phase 2;

- (i) all those areas in Phase 2 for the purpose of identification only as shown and coloured [green], [green hatched black], [green cross-hatched black] and [green stippled black] on the plans annexed to this Sub-Deed; and
- (j) such additional areas of and within Phase 2 as may at any time be designated as Residential Common Areas In Phase 2 by the First Owner in accordance with the provisions of the provisions of the Principal Deed and this Sub-Deed,

BUT (for the avoidance of doubt) excluding the Estate Common Areas In Phase 2 and PROVIDED THAT, where appropriate, if (i) any parts of the Residential Development in Phase 2 covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance, or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance 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 Residential Common Areas In Phase 2.

"Residential Common Facilities In Phase 2" means all those facilities in Phase 2 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of the Principal Deed and this Sub-Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and includes but not limited to all lifts designated in the Residential Common Areas In Phase 2, 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 Residential Common Areas In Phase 2 for security purposes, the sports and recreational facilities in the Recreational Areas and Facilities situated within Phase 2 and all mechanical and electrical installations and equipment situated within Phase 2 exclusively for the Residential Development and such additional devices and facilities of the Residential Development situated within Phase 2 serving the Residential Development as a whole as may at any time be designated as Residential Common Facilities In Phase 2 by the First Owner in accordance with the provisions of the provisions of the Principal Deed and this Sub-Deed.

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SUMMARY OF DEED OF MUTUAL COVENANT

2. The number of Undivided Shares assigned to each residential property in the Phase

Tower	Floor	Flat	No. of Undivided Shares allocated to each Flat
Tower 2	2/F	1	427
		2	465
		3	416
		5	328
		6	221
		7	212
		8	304
		9	299
		10	316
		11	253
		3/F - 16/F	1
	2		481
	3		442
	5		356
	6		251
	7		242
	8		325
	9		327
	10		336
	11		278
	17/F - 29/F		1
		2	481
		3	441
		5	357
		6	250
		7	242
		8	326
		9	327
		10	337
		11	277

Tower	Floor	Flat	No. of Undivided Shares allocated to each Flat
Tower 2	30/F	1	804
		2	356
		3	250
		5	242
		6	326
		7	342
		8	337
		9	277

Note : In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted.
The total number of Undivided Shares of the Development is 342,256.

3. The term of years for which the manager of the Phase 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 to be continued thereafter until termination of the Manager's appointment in accordance with the provisions thereof.

4. 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 Manager's Fee) of the Estate in such manner, amount and proportion as provided in the Deed of Mutual Covenant and the Sub - Deed of Mutual Covenant by reference to the Management Units allocated to his Residential Unit and the principles provided in the Deed of Mutual Covenant and the Sub - Deed of Mutual Covenant. The number of Management Units allocated to a Residential Unit in the Phase is the same as the number of Undivided Shares as set out in paragraph 2 above.

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

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

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

Not applicable.

Notes:

- 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 and the Sub-Deed of Mutual Covenant of Phase 2 of the Development.
- For full details, please refer to the latest draft Deed of Mutual Covenant and the Sub-Deed of Mutual Covenant of Phase 2 of the Development which are free for inspection during opening hours at the sales office. A copy of each of the latest draft Deed of Mutual Covenant and the Sub-Deed of Mutual Covenant of Phase 2 of the Development is available for inspection upon request and payment of the necessary photocopying charges.