

# 14 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

### A. 發展項目的公用部分

- 「公用地方與設施」統指「屋苑公用地方與設施」及「住宅公用地方與設施」，每類公用地方與設施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部分；及如個別處置商業發展項目的單位時，在有關商業發展項目的副公契或契約內所定義的該等商業發展項目公用地方與設施。
- 「屋苑公用地方與設施」統指「屋苑公用地方」及「屋苑公用設施」。
- 「住宅公用地方與設施」統指「住宅公用地方」及「住宅公用設施」。
- 「屋苑公用地方」指擬供屋苑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屋苑部分，受公契的條款所約束及所有現存的權利及通行權(如有的話)所規限，每位業主及佔用人可與其他屋苑業主及佔用人共用該等部分，當中包括但不限於：-
  - 不屬於或不構成商業發展項目或住宅發展項目一部分的該等地基、柱、樑、樓板及其他結構性支承物及元素；
  - 斜坡及護土牆(如有的話)；
  - 提供安裝或使用天線廣播分導或電訊網絡設施的地方；
  - 在附於公契的圖則上顯示為「屋苑公用地方」屋苑地下及以上而非構成商業發展項目或住宅發展項目一部分的屋苑外牆(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)及在附於公契的圖則上顯示為「屋苑公用地方」的下層天台、上層天台及頂層天台水平的屋苑外牆；
  - 所有在附於公契的圖則上顯示為「屋苑公用地方」的屋苑部分及在附於公契的圖則上顯示為「綠化面積」之屋苑公用地方內的綠化面積部分；
  - 位於屋苑地下供屋苑整體而並非只供其任何個別單位或其任何部分所用渠蓋下的溝槽、污水管、排水渠或喉管；及
  - 由第一業主按照公契的條款在任何時候指定用作「屋苑公用地方」的額外地方。
- 「屋苑公用設施」指擬供屋苑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屋苑設施，並受公契的條款所約束，每位業主及佔用人可與所有其他屋苑業主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(特別是位於屋苑地下供屋苑整體而並非只供其任何個別單位或其任何部分所用渠蓋下的溝槽、污水管、排水渠或喉管)、電纜、喉管、電線、導管、總沖廁水管、總食水管，基於保安理由而安裝在屋苑公共地方的閉路電視及其他設施及設備、屋苑機械設備和其他類似的裝置、設施或服務、電力變壓房、電纜設施及為屋苑提供電力的所有關連設施及輔助電力裝置、設備和設施、及由第一業主按照公契的條款在任何時候指定用作「屋苑公用設施」的額外裝置及設施。
- 「住宅公用地方」指擬供住宅發展項目整體而並非只供個別住宅單位公用及共享的住宅發展項目部分，受公契的條款所約束，每位住宅單位的業主及佔用人可與所有其他住宅單位業主及佔用人共用該等部分，當中包括但不限於：-
  - 在附於公契的圖則上顯示為「住宅公用地方」屋苑3樓以下而非構成商業發展項目或屋苑公用地方的屋苑外牆；
  - 屋苑3樓及以上而非構成屋苑公用地方或住宅單位的屋苑外牆，當中包括但不限於：-
    - 在其上的建築鱗片及特色；
    - 毗連住宅單位的冷氣機平台(包括其百葉窗(如有的話))，或指定用作該用途的其他地方(如有的話)；及
    - 屋苑的玻璃幕牆結構，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)完全包圍或面向住宅單位的玻璃嵌板，而上述可開啟部分及玻璃嵌板則構成有關住宅單位的部分)。為免生疑問，任何構成屋苑玻璃幕牆結構一部分而非完全包圍一個住宅單位，反而伸延跨越兩個或以上住宅單位的玻璃嵌板則構成住宅公用地方一部分；但不包括構成相關住宅單位的露台、工作平台、平台或天台的玻璃欄杆、金屬欄杆或欄杆；
  - 康樂地方與設施；

- 管理員、看守員及管理公司職員的辦公室及/或櫃台，包括位於住宅發展項目大堂供保安人員使用的櫃枱及警衛室；
- 屋苑的庇護層；
- 所有在附於公契的圖則上顯示為「住宅公用地方」的屋苑部分及在附於公契的圖則上顯示為「綠化面積」之住宅公用地方內的綠化面積部分；及
- 由第一業主按照公契的條款在任何時候指定用作「住宅公用地方」的額外地方。

- 「住宅公用設施」指擬供住宅發展項目整體而並非只供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，每位住宅單位的業主及佔用人可與所有其他住宅單位業主及佔用人共用該等設施，當中包括但不限於所有設於住宅公用地方指定的升降機、電線、電纜、導管、喉管、排水渠、基於保安理由而安裝在住宅公用地方的閉路電視及其他設施及設備、位於康樂地方與設施的運動及康樂設施，專屬住宅發展項目的所有機電裝置及設備，以及由第一業主按照公契的條款在任何時候指定用作「住宅公用設施」的額外裝置及設施。

- 商業發展項目的現任業主，及經有關商業發展項目的副公契訂立後，每一個位於商業發展項目1樓的單位的現任業主、其租戶、租客、傭僕、代理、合法佔用人及受許可人及其真正訪客，如乃傷殘人士及/或長者(與所有其他具有同等權利之人等)，在已支付按照公契及任何相關的副公契其應分擔的所有款項(但仍受制於政府批地文件、公契、任何相關的副公契、屋苑規則之條文和公契及或任何相關的副公契所賦予管理人及第一業主享有之權利)之下，為了及只為了進出位於商業發展項目1樓的單位，擁有全權和自由在管理的人指示下，通過、往復通過、及使用位於屋苑地下及1樓各自的升降機大堂及管理人不時指明的客用升降機(均構成住宅公用地方與設施一部分)。管理人就任何人士是否傷殘及/或長者所作的決定將作終論並對該等人士及任何業主及/或相關人士具約束力。

### B. 分配予發展項目中的每個住宅物業的不可分割份數的數目

第1座											
室 樓層*	A	B	C	D	E	F	G	H	J	K	L
3樓	36/16000	22/16000	22/16000	16/16000	26/16000	21/16000	16/16000	22/16000	21/16000	24/16000	15/16000
6樓至30樓	38/16000	23/16000	23/16000	18/16000	28/16000	23/16000	18/16000	23/16000	23/16000	25/16000	17/16000
31樓	60/16000	48/16000	47/16000	54/16000	-	-	-	-	-	-	-

\*備註: 不設4樓、13樓、14樓及24樓。

第2座											
室 樓層*	A	B	C	D	E	F	G	H	J	K	L
3樓	36/16000	22/16000	22/16000	16/16000	26/16000	21/16000	15/16000	22/16000	22/16000	25/16000	15/16000
6樓至30樓	38/16000	23/16000	23/16000	18/16000	28/16000	23/16000	18/16000	23/16000	23/16000	25/16000	17/16000
31樓	60/16000	48/16000	47/16000	54/16000	-	-	-	-	-	-	-

\*備註: 不設4樓、13樓、14樓及24樓。

### C. 發展項目的管理人的委任年期

管理人首屆任期由簽訂公契日期起計兩年，其後續任至按公契的條文終止其管理人的委任為止。

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#### **D. 發展項目中的住宅物業的業主之間分擔管理開支的計算基準**

每個住宅單位的業主應在每個曆月首日預繳按住宅管理預算案其應繳的年度開支份額的十二份之一的管理費，以分擔發展項目的管理開支(包括管理人費用)。該應繳的份額比例，應與分配給該業主的住宅單位的管理份數佔分配給發展項目內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**

管理費按金相等於每個業主就其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. 業主在發展項目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內的意思相同。

**A. The common parts of the development**

1. “Common Areas and Facilities” means collectively the Estate Common Areas and Facilities and the Residential Common Areas and Facilities, each of which 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; and in the event the Units in the Commercial Development are disposed of individually, such commercial common areas and facilities in the Commercial Development as shall be defined in the relevant Sub-Deed or Deeds in respect of the Commercial Development.
2. “Estate Common Areas and Facilities” means collectively the Estate Common Areas and the Estate Common Facilities.
3. “Residential Common Areas and Facilities” means collectively the Residential Common Areas and the Residential Common Facilities.
4. “Estate Common Areas” means those parts of the Estate 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 do not form part of the Commercial Development or the Residential Development;
  - (b) the Slopes and Retaining Walls (if any);
  - (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
  - (d) those parts of the external walls of the Estate (including the curtain walls and canopies thereof, architecture fins and features thereon) at and above the ground floor not forming part of the Commercial Development or the Residential Development and shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant and those parts of the external walls of the Estate at the levels of lower roof, upper roof and top roof which lower roof, upper roof and top roof are shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant;
  - (e) all those areas of the Estate shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant and such parts of the Greenery Areas within the Estate Common Areas shown as the Greenery Areas on the plans annexed to the Deed of Mutual Covenant;
  - (f) the trenches, sewers, drains or pipes underneath the drains or service channel covers on the ground floor of the Estate and serving the Estate as a whole and not just any particular Unit or any particular part thereof; and
  - (g) such additional areas of the Estate as may at any time be designated as the Estate Common Areas by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.
5. “Estate Common Facilities” means all those facilities of the Estate 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 (in particular the trenches, sewers, drains or pipes underneath the drains or service channel covers on the ground floor of the Estate serving the Estate as a whole and not just any particular Unit or any particular part thereof), cables, pipes, wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipment installed in the Estate Common Areas for security purposes, plant and machinery and other like installations, facilities or services of the Estate, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate and such additional devices and facilities of the Estate as may at any time be designated as Estate Common Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.
6. “Residential Common Areas” means those parts of the Residential Development 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, 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) those parts of the external walls of the Estate below the 3rd floor not forming part of the Commercial Development or the Estate Common Areas and shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant;
  - (b) those parts of the external walls of the Estate at and above the 3rd floor not forming part of the Estate Common Areas or the Residential Units including but not limited to: -
    - (1) the architecture fins and features thereon;
    - (2) the air-conditioning platforms (including the louvers 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 Estate 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, which said openable parts and glass panels shall form parts of the relevant Residential Units).

For the avoidance of doubt, any glass panel forming part of the curtain wall structures of the Estate that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;

BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms, flat roofs or roofs which form parts of the relevant Residential Units;
  - (c) the Recreational Areas and Facilities;
  - (d) office and/or counter for caretakers, watchmen and management staff, including guard counter and guard room at the lobby of the Residential Development;
  - (e) the refuge floor of the Estate;
  - (f) all those areas of the Estate shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant and such parts of the Greenery Areas within the Residential Common Areas shown as the Greenery Areas on the plan annexed to the Deed of Mutual Covenant; and
  - (g) such additional areas of the Estate as may at any time be designated as the Residential Common Areas by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.
7. “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 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, wires, cables, ducts, pipes, drains, CCTV and other facilities and equipment installed in the Residential Common Areas for security purposes, the sports and recreational facilities in the Recreational Areas and Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development and such additional devices and facilities of the Estate as may at any time be designated as the Residential Common Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.
8. The Owners for the time being of the Commercial Development, and upon execution of a Sub-Deed in respect of the Commercial Development, the Owner for the time being of each Unit in the Commercial Development on the 1st floor of the Estate, their lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors who are disabled and/or elderly persons (in common with all persons having the like right) shall have the full right and liberty subject to payment of his due proportion of all payments payable pursuant to the Deed of Mutual Covenant or any relevant Sub-Deed (but subject always to the provisions of the Government Grant, the Deed of Mutual Covenant, any relevant Sub-Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in the Deed of Mutual Covenant or any relevant Sub-Deed) to go pass or repass over and along and to use the lift lobbies on the ground floor and the 1st floor respectively and the passenger lift(s) designated by the Manager from time to time (which form parts of the Residential Common Areas and

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Facilities) under the direction of the Manager for the purpose of and only of gaining access to and from those Units in the Commercial Development on the 1st floor of the Estate Provided That the decision of the Manager as to whether a person is disabled and/or elderly shall be final, conclusive and binding on such person and any Owner(s) and/or person(s) who may be concerned.

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

Tower 1											
Flat Floor*	A	B	C	D	E	F	G	H	J	K	L
3/F	36/16000	22/16000	22/16000	16/16000	26/16000	21/16000	16/16000	22/16000	21/16000	24/16000	15/16000
6/F-30/F	38/16000	23/16000	23/16000	18/16000	28/16000	23/16000	18/16000	23/16000	23/16000	25/16000	17/16000
31/F	60/16000	48/16000	47/16000	54/16000	-	-	-	-	-	-	-

\* 4/F, 13/F, 14/F and 24/F are omitted.

Tower 2											
Flat Floor*	A	B	C	D	E	F	G	H	J	K	L
3/F	36/16000	22/16000	22/16000	16/16000	26/16000	21/16000	15/16000	22/16000	22/16000	25/16000	15/16000
6/F-30/F	38/16000	23/16000	23/16000	18/16000	28/16000	23/16000	18/16000	23/16000	23/16000	25/16000	17/16000
31/F	60/16000	48/16000	47/16000	54/16000	-	-	-	-	-	-	-

\* 4/F, 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 to be continued thereafter until the termination of the Manager’s appointment 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 shall contribute towards the Management Expenses (including the Manager’s Fee) of the development 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 which due proportion shall be 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 development.

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

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

F. The area (if any) in the development retained by the owner for that owner’s own use

Not applicable.

Remarks: 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.