

14 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. 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」、「發展項目住宅公用地方與設施」、「住宅大廈公用地方與設施」、「停車場公用地方(屋苑)」、「停車場公用地方(洋房)」及「停車場公用設施」，並在適用的情況下包括《建築物管理條例》(第 344 章)附表 1 所列舉的適當及相關公用部分。

「屋苑公用地方與設施」指並不構成住宅單位、停車位、「發展項目住宅公用地方與設施」、「住宅大廈公用地方與設施」、「停車場公用地方(屋苑)」、「停車場公用地方(洋房)」或「停車場公用設施」，而擬供屋苑整體公用及共享的屋苑地方與設施，包括但不限於地基、柱、樑、樓板，以及不屬於或不構成住宅單位、停車位、「發展項目住宅公用地方」、「住宅大廈公用地方」、「停車場公用地方(屋苑)」或「停車場公用地方(洋房)」一部分的其他結構性支承物及部分、斜坡及護土牆(如有的話)、該部分位於該地段的排污系統、該部分位於該地段的箱形暗渠、提供安裝或使用天線廣播分導或電訊網絡設施的地方(如有的話)、管理處、供看守員及管理處職員使用的洗手間、管理員宿舍、業主立案法團/業主委員會辦公室、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、公共天線、所有訊號接收器、所有污水管、排水渠、雨水渠、水道、電纜、水管、電線、管槽、總沖廁水管、總食水管，以及機械設備和其他類似的裝置、設施或服務。

「發展項目住宅公用地方與設施」指並不構成住宅單位、停車位、「屋苑公用地方與設施」、「住宅大廈公用地方與設施」、「停車場公用地方(屋苑)」、「停車場公用地方(洋房)」或「停車場公用設施」，而擬供住宅發展整體公用及共享的屋苑地方與設施，包括但不限於康樂地方與設施、上落貨車位、轉動鋼盤、訪客停車位(當中包括按照政府地契特別條件第 22(b)(i) 條所提供予傷殘人士泊車的停車位)、單車停車位、花槽、花槽/草地、綠化地方、提供安裝或使用天線廣播分導或電訊網絡設施的地方(如有的話)、有蓋園境地方、有蓋行人通道、橫向屏幕、花棚、任何毗連「公用地方與設施」或面向本地段外邊界的洋房圍牆及屋苑住客會所外牆、所有在附於公契的圖則上顯示為「發展項目住宅公用地方」的屋苑部分、公共天線、所有訊號接收器、所有升降機、電線、電纜、管槽、水管、排水渠、位於康樂地方與設施的運動及康樂設施，以及所有專供住宅發展整體使用的所有機電裝置及設備。

「住宅大廈公用地方與設施」指並不構成住宅單位、停車位、「屋苑公用地方與設施」、「發展項目住宅公用地方與設施」、「停車場公用地方(屋苑)」、「停車場公用地方(洋房)」或「停車場公用設施」，而擬供所有住宅大廈單位整體(而非任何一個住宅大廈單位)公用及共享的屋苑地方與設施，包括但不限於(a)由 1 樓及以上樓層的住宅大廈外牆(但不包括第 1 座 1 樓及第 2 座 1 樓包圍住客會所而構成「發展項目住宅公用地方」的外牆)，並包括覆蓋層及其建築鱗片及特色、毗連住宅大廈單位而用作安放冷氣機之平台(包括通風用之百葉窗或窗花(如有的話))、該屋苑住宅大廈之玻璃幕牆結構(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大廈單位的玻璃嵌板，而上述可開啟部分及玻璃嵌板則組成有關住宅單位的部分)，但不包括玻璃隔音鱗片、露台、工作平台、平台或構成相關住宅單位的指明天台部分的玻璃欄杆或欄杆；(b)住宅發展第 7 座樓層的較闊公用走廊及升降機大堂；(c)關連著大廈的隔音鱗片(不包括玻璃隔音鱗片)；(d)為根據《認可人士、註冊結構工程師及註冊岩土工程師作業備考》作業備考編號 APP-93 附錄 B 的附件 1 要求進行閉路電視攝像儀器檢查住宅大廈內隱蔽排水管道而設置的通道及作業空間；(e)所有在附於公契的圖則上顯示為「住宅大廈公用地方」的部分、以及公共天線、所有訊號接收器、所有升降機、電線、電纜、導管、喉管、排水渠、住宅大廈內隱蔽排水管道，以及專供住宅大廈整體使用的所有機電裝置及設備。

「停車場公用地方(屋苑)」指並不構成「停車場公用地方(洋房)」、「停車場公用設施」及停車位，而擬供停車位及訪客停車位整體公用及共享的停車場地方，包括但不限於停車場行車道及斜道，以及通往停車場的通路及樓梯、所有在附於公契的圖則上顯示為「停車場公用地方(屋苑)」的部分。

「停車場公用地方(洋房)」指並不構成「停車場公用地方(屋苑)」、「停車場公用設施」及停車位，而擬供洋房停車位整體公用及共享的停車場地方，包括但不限於停車場行車道及斜道，以及通往停車場的通路及樓梯(如有的話)、所有在附於公契的圖則上顯示為「停車場公用地方(洋房)」的部分。

「停車場公用設施」指專供停車場、洋房停車位及訪客停車位整體使用的所有機電裝置及設備。

2. 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

洋房	每間洋房不可分割份數的數目
A1	282/51,000
A2	284/51,000
A3	289/51,000
A5	281/51,000
A6	328/51,000
A7	328/51,000
A8	328/51,000
A9	280/51,000
A10	288/51,000
A11	291/51,000
A12	291/51,000
B1	336/51,000
B2	289/51,000
B3	288/51,000
B5	284/51,000
B6	291/51,000
B7	287/51,000
B8	289/51,000
C1	290/51,000
C2	278/51,000
C3	282/51,000
C5	279/51,000
C6	281/51,000
C7	282/51,000
C8	283/51,000

\* 不設洋房 A4、B4 及 C4

座數	樓層	室	每個單位不可分割份數的數目
1	2 樓	A	123/51,000
		B	104/51,000
	3 樓 - 27 樓	A	122/51,000
		B	102/51,000
2	2 樓	A	123/51,000
		B	104/51,000
	3 樓 - 27 樓	A	122/51,000
		B	102/51,000
3	1 樓	A	90/51,000
		B	90/51,000
	2 樓 - 27 樓	A	89/51,000
		B	89/51,000
5	1 樓	A	90/51,000
		B	90/51,000
	2 樓 - 27 樓	A	89/51,000
		B	89/51,000
6	1 樓	A	97/51,000
		B	90/51,000
	2 樓 - 27 樓	A	97/51,000
		B	89/51,000
	28 樓	A	163/51,000
		B	89/51,000
	28 樓	A	163/51,000
		B	89/51,000

\* 不設 4 樓、13 樓、14 樓及 24 樓

座數	樓層	室	每個單位不可分割份數的數目
7	1 樓 - 11 樓	A	44/51,000
		B	34/51,000
		C	34/51,000
		D	34/51,000
		E	34/51,000
		F	44/51,000
		G	26/51,000
		H	25/51,000
		J	25/51,000
		K	26/51,000
	12 樓 - 28 樓	A	45/51,000
		B	34/51,000
		C	34/51,000
		D	34/51,000
		E	34/51,000
		F	45/51,000
		G	26/51,000
		H	25/51,000
		J	25/51,000
		K	26/51,000

\* 不設 4 樓、13 樓、14 樓及 24 樓

座數	樓層	室	每個單位不可分割份數的數目
8	1 樓	A	96/51,000
		B	90/51,000
	2 樓	A	96/51,000
		B	89/51,000
	3 樓 - 27 樓	A	97/51,000
		B	89/51,000
	28 樓	A	163/51,000
9	1 樓	A	90/51,000
		B	90/51,000
	2 樓 - 27 樓	A	89/51,000
		B	89/51,000
	28 樓	A	164/51,000

\* 不設 4 樓、13 樓、14 樓及 24 樓

3. 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管理人的委任為止。

4. 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（包括管理人酬金）。該應繳的份額比例，應與分配給該擁有人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。

此外，按照一份由管理人就專供開放式廚房單位而實施及履行有關消防安全管理計劃和消防系統的各種計劃而編製的獨立管理預算案，每個開放式廚房單位的擁有人須按月向管理人繳付按照其單位所分配的管理份數比例而須繳付估算開支的份額，以實施及履行有關消防安全管理計劃和消防系統的各種計劃。發展項目第 7 座所有住宅單位均為開放式廚房單位。

5. 計算管理費按金的基準

管理費按金相等於擁有人就其單位按首個年度管理預算案釐定而須繳交的三個月管理費。

6. 擁有人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。

1. The common parts of the development

“Common Areas and Facilities” means collectively the Estate Common Areas and Facilities, the Development Residential Common Areas and Facilities, the Residential Towers Common Areas and Facilities, the Car Park Common Areas (Estate), the Car Park Common Area (Houses) and the Car Park Common Facilities and, where applicable, includes those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap. 344).

“Estate Common Areas and Facilities” means those parts and facilities of the Estate which do not form part of the Residential Units, the Parking Spaces, the Development Residential Common Areas and Facilities, the Residential Towers Common Areas and Facilities, the Car Park Common Areas (Estate), the Car Park Common Area (Houses) or the Car Park Common Facilities and are intended for the common use and benefit of the Estate as a whole and include but not limited to the foundations, columns, beams, slabs and other structural supports and elements that do not belong to or do not form part of the Residential Units, the Parking Spaces, the Development Residential Common Areas, the Residential Towers Common Areas, the Car Park Common Areas, the Slopes and Retaining Walls (if any), such part of the Sewage Disposal System located within the Lot, such part of the Box Culvert located within the Lot, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities (if any), the management offices, lavatory for watchmen and management staff, caretaker’s quarter, the Owners’ Corporation/Owners’ Committee Office, all those parts of the Estate shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant, communal aerial, all signal receivers, all sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, and plant and machinery and other like installations, facilities or services.

“Development Residential Common Areas and Facilities” means those parts and facilities of the Estate which do not form part of the Residential Units, the Parking Spaces, the Estate Common Areas and Facilities, the Residential Towers Common Areas and Facilities, the Car Park Common Areas (Estate), the Car Park Common Area (Houses) or the Car Park Common Facilities are intended for the common use and benefit of the Residential Development as a whole and include but not limited to the Recreational Areas and Facilities, the Loading/Unloading Bays, the steel turning table, the Visitors’ Car Parking Spaces (which include the spaces for parking of motor vehicles by disabled persons and provided in accordance with Special Condition No. (22)(b)(i) of the Government Grant), the Bicycle Parking Spaces, the planters, the planters/lawns, the Greenery Areas, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities (if any), the covered landscaped areas, the covered walkways, the horizontal screen, the trellis, the fence walls of any of the Houses adjoining any Common Areas and Facilities or facing the external boundary of the Lot and the external walls of the club house of the Estate, all those parts of the Estate shown as the Development Residential Common Areas on the plans annexed to the Deed of Mutual Covenant, communal aerial, all signal receivers, all lifts, wires, cables, ducts, pipes, drains, the sports and recreational facilities in the Recreational Areas and Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development.

“Residential Towers Common Areas and Facilities” means those parts and facilities of the Residential Development which do not form part of the Residential Units, the Parking Spaces, the Estate Common Areas and Facilities, the Development Residential Common Areas and Facilities, the Car Park Common Areas (Estate), the Car Park Common Area (Houses) or the Car Park Common Facilities and are intended for the common use and benefit of all Flats as a whole and not just any particular Flat and include but not limited to (a) the external walls of the Towers from the First Floor and above (but excluding the external walls of the First Floor of Tower 1 and the First Floor of Tower 2 enclosing such part of the club house which shall form part of the Development Residential Common Areas) including the claddings and the architecture fins and features thereon, the air-conditioner platforms (including the louvers or grilles thereof (if any)) adjacent to the Flats, the curtain wall structures of the Towers of the Estate (except (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Flat, which said openable parts and glass panels shall form parts of the relevant Flats) BUT excluding the Glass Acoustic Fins, the glass balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of roofs which form parts of the relevant Flats, (b) the wider common corridors and lift lobbies at floors of Tower 7 of the Residential Development, (c) the acoustic fins appertaining to the Towers (other than the Glass Acoustic Fins), (d) the access openings and the working spaces of the Concealed Drainage Pipes of the Towers for conducting closed-circuit television imaging device inspection required in Annex 1 of Appendix B of Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers No. APP-93, (e) all those

parts of the Estate shown as the Residential Towers Common Areas on the plans annexed to the Deed of Mutual Covenant, and communal aerial, all signal receivers, all lifts, wires, cables, ducts, pipes, drains, the Concealed Drainage Pipes of the Towers and all mechanical and electrical installations and equipment exclusively for the Towers.

“Car Park Common Areas (Estate)” means those parts of the Car Park (excluding the Car Park Common Areas (Houses), the Car Park Common Facilities and the Parking Spaces) intended for the common use and benefit of the Parking Spaces and the Visitors’ Car Parking Spaces as a whole including but not limited to the driveways and ramps in the Car Park and the passageways and staircases leading to and from the Car Park, and all those parts of the Estate shown as the Car Park Common Areas (Estate) on the plans annexed to the Deed of Mutual Covenant.

“Car Park Common Areas (Houses)” means those parts of the Car Park (excluding the Car Park Common Areas (Estate), the Car Park Common Facilities and the Parking Spaces) intended for the common use and benefit of the House Parking Spaces as a whole including but not limited to the driveways and ramps in the Car Park and the passageways and staircases (if any) leading to and from the Car Park, and all those parts of the Estate shown as the Car Park Common Areas (Houses) on the plans annexed to the Deed of Mutual Covenant.

“Car Park Common Facilities” means all mechanical and electrical installations and equipment exclusively for the Car Park, the House Parking Spaces and the Visitors’ Car Parking Spaces as a whole.

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

House	No. of undivided shares per House
A1	282/51,000
A2	284/51,000
A3	289/51,000
A5	281/51,000
A6	328/51,000
A7	328/51,000
A8	328/51,000
A9	280/51,000
A10	288/51,000
A11	291/51,000
A12	291/51,000

\* House A4 is omitted.

House	No. of undivided shares per House
B1	336/51,000
B2	289/51,000
B3	288/51,000
B5	284/51,000
B6	291/51,000
B7	287/51,000
B8	289/51,000
C1	290/51,000
C2	278/51,000
C3	282/51,000
C5	279/51,000
C6	281/51,000
C7	282/51,000
C8	283/51,000

\* House B4 and House C4 are omitted.

14 公契的摘要  
SUMMARY OF DEED OF MUTUAL COVENANT

Tower	Floor	Flat	No. of undivided shares per Flat
1	2/F	A	123/51,000
		B	104/51,000
	3/F - 27/F	A	122/51,000
		B	102/51,000
	28/F	A	187/51,000
2	2/F	A	123/51,000
		B	104/51,000
	3/F - 27/F	A	122/51,000
		B	102/51,000
	28/F	A	187/51,000
3	1/F	A	90/51,000
		B	90/51,000
	2/F - 27/F	A	89/51,000
		B	89/51,000
	28/F	A	164/51,000
5	1/F	A	90/51,000
		B	90/51,000
	2/F - 27/F	A	89/51,000
		B	89/51,000
	28/F	A	163/51,000
6	1/F	A	97/51,000
		B	90/51,000
	2/F - 27/F	A	97/51,000
		B	89/51,000
	28/F	A	163/51,000

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

Tower	Floor	Flat	No. of undivided shares per Flat
7	1/F - 11/F	A	44/51,000
		B	34/51,000
		C	34/51,000
		D	34/51,000
		E	34/51,000
		F	44/51,000
		G	26/51,000
		H	25/51,000
		J	25/51,000
		K	26/51,000
	12/F - 28/F	A	45/51,000
		B	34/51,000
		C	34/51,000
		D	34/51,000
		E	34/51,000
		F	45/51,000
		G	26/51,000
		H	25/51,000
		J	25/51,000
		K	26/51,000

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

Tower	Floor	Flat	No. of undivided shares per Flat
8	1/F	A	96/51,000
		B	90/51,000
	2/F	A	96/51,000
		B	89/51,000
	3/F - 27/F	A	97/51,000
		B	89/51,000
	28/F	A	163/51,000
9	1/F	A	90/51,000
		B	90/51,000
	2/F - 27/F	A	89/51,000
		B	89/51,000
	28/F	A	164/51,000

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

**3. 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.

**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 shall contribute towards the management expenses (including the Manager's remuneration) 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.

In addition, based on a separate management budget prepared by the Manager for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units exclusively, the Owner of each Open Kitchen Unit shall pay to the Manager his due share of the budgeted expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit. The Open Kitchen Units are all those Flats in Tower 7 of the development.

**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 Unit.

**6. 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.