

14 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

1. The common parts of the development

“Common Areas and Facilities” means collectively the Estate Common Areas and Facilities and the Residential Common Areas and 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 intended for the common use and benefit of the Estate as a whole and includes but not limited to the foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Commercial Development or the Residential Units, the Slopes and Retaining Walls (if any), areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, the Greenery Areas, communal aerial, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services and such other areas, devices and facilities of the Estate as may at any time be designated as the Estate Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

“Residential Common Areas and Facilities” means those parts and facilities of the Residential Development intended for the common use and benefit of the Residential Development as a whole and includes but not limited to the external walls of the Estate at and above the First Floor not forming part of the Commercial Development, the Estate Common Areas or the Residential Units including the architecture fins and features thereon, 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, the curtain wall structures 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 Residential Unit, which said openable parts and glass panels shall form parts of the relevant Residential Units) BUT excluding the glass balustrades, metal balustrades or railings of the balconies and flat roofs which form parts of the relevant Residential Units, the Recreational Areas and Facilities, office and/or counter for caretaker, watchman and management staff, the sky garden which is located on the Sixth Floor, all lifts, wires, cables, ducts, pipes, drains, the sports and recreational facilities in the Recreational Areas and Facilities, all mechanical and electrical installations and equipment exclusively for the Residential Development and such other areas, devices and facilities of the Estate as may at any time be designated as the Residential Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

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

Tower 1

Flat \ Floor*	5/F	7/F - 28/F	29/F
A	36/14,200	36/14,200	55/14,200
B	22/14,200	24/14,200	47/14,200
C	21/14,200	23/14,200	46/14,200
D	23/14,200	24/14,200	50/14,200
E	17/14,200	18/14,200	-
F	17/14,200	18/14,200	-
G	22/14,200	23/14,200	-
H	21/14,200	23/14,200	-
J	22/14,200	23/14,200	-
K	24/14,200	24/14,200	-
L	16/14,200	17/14,200	-

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

Tower 2

Flat \ Floor*	5/F	7/F - 28/F	29/F
A	36/14,200	36/14,200	55/14,200
B	22/14,200	24/14,200	47/14,200
C	21/14,200	23/14,200	46/14,200
D	23/14,200	24/14,200	50/14,200
E	17/14,200	18/14,200	-
F	17/14,200	18/14,200	-
G	22/14,200	23/14,200	-
H	21/14,200	23/14,200	-
J	21/14,200	23/14,200	-
K	23/14,200	24/14,200	-
L	16/14,200	17/14,200	-

*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 relevant budgeted expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services system on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit. The Open Kitchen Units are Flats A, B, C, D, E, F, G, H, J, K and L on the 5th Floors, from the 7th Floors to the 12th Floors, from the 15th Floors to the 23rd Floors and from the 25th Floors to the 28th Floors of Tower 1 and Tower 2 and Flats A, B, C and D on the 29th Floors of Tower 1 and Tower 2.

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.

14 SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

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」及「住宅公用地方與設施」，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、樓板及不屬於或構成商業發展或住宅單位一部分的其他結構性支承物、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、綠化面積、公共天線、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、機械設備和其他類似的裝置、設施或服務，以及由首位擁有人按照公契的條款在任何時候指定用作「屋苑公用地方與設施」的其他地方、裝置及設施。

「住宅公用地方與設施」指擬供住宅發展整體公用及共享的住宅發展地方與設施，包括但不限於並非屬於商業發展、「屋苑公用地方」或住宅單位部分的一樓或以上的屋苑外牆(包括其建築鱗片及特色、毗連住宅單位而用作安放冷氣機之平台(包括通風用之百葉窗(如有的話))，或指定用作安放冷氣機的其他地方(如有的話)、該屋苑之玻璃幕牆結構(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單位的玻璃嵌板，而上述可開啟部分及玻璃嵌板組成有關住宅單位的部分))，但不包括構成相關住宅單位的露台及平台的玻璃欄杆、金屬欄杆或欄杆、康樂地方與設施、管理員、看守員及管理職員的辦公室及/或櫃枱、位於六樓的空中花園、所有升降機、電線、電纜、導管、喉管、排水渠、位於康樂地方與設施的運動及康樂設施、專屬住宅發展的所有機電裝置及設備，以及由首位擁有人按照公契的條款在任何時候指定用作「住宅公用地方與設施」的其他地方、裝置及設施。

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

第一座

室 \ 樓層*	5樓	7樓- 28樓	29樓
A	36/14,200	36/14,200	55/14,200
B	22/14,200	24/14,200	47/14,200
C	21/14,200	23/14,200	46/14,200
D	23/14,200	24/14,200	50/14,200
E	17/14,200	18/14,200	-
F	17/14,200	18/14,200	-
G	22/14,200	23/14,200	-
H	21/14,200	23/14,200	-
J	22/14,200	23/14,200	-
K	24/14,200	24/14,200	-
L	16/14,200	17/14,200	-

*不設13樓、14樓及24樓。

第二座

室 \ 樓層*	5樓	7樓- 28樓	29樓
A	36/14,200	36/14,200	55/14,200
B	22/14,200	24/14,200	47/14,200
C	21/14,200	23/14,200	46/14,200
D	23/14,200	24/14,200	50/14,200
E	17/14,200	18/14,200	-
F	17/14,200	18/14,200	-
G	22/14,200	23/14,200	-
H	21/14,200	23/14,200	-
J	21/14,200	23/14,200	-
K	23/14,200	24/14,200	-
L	16/14,200	17/14,200	-

*不設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為開放式廚房單位而實施及履行的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就有關的估算開支，每月向管理人繳付按照分配給其單位的管理份數比例而應繳的份額，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。開放式廚房單位是指第一座及第二座5樓、7樓至12樓、15樓至23樓及25樓至28樓的A室、B室、C室、D室、E室、F室、G室、H室、J室、K室及L室，以及第一座及第二座29樓的A室、B室、C室及D室。

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。