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SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

1. The common parts of the development

"Common Areas" means collectively the Estate Common Areas and the Residential Common Areas (each of which Common Areas shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344)).

"Common Facilities" means collectively the Estate Common Facilities and the Residential Common Facilities (each of which Common Facilities shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344)).

"Estate Common Areas" means those parts of the development erected on Section B of Aplichau Marine Lot No.1, Section A of Aplichau Marine Lot No.2, Section B of Aplichau Marine Lot No.2, the Remaining Portion of Aplichau Marine Lot No.2, Section A of Aplichau Marine Lot No.26, the Remaining Portion of Aplichau Marine Lot No.26, the Remaining Portion of Section A of Aplichau Marine Lot No.27 and Sub-section 1 of Section A of Aplichau Marine Lot No.27 (collectively "the Estate") which do not form part of the Residential Common Areas and are intended for the common use and benefit of the Estate as a whole and not just any particular part thereof and which subject to the provisions of the Deed of Mutual Covenant are 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 Commercial Units or the Residential Units; and (b) the external walls of the podium of the Estate including the claddings and the architecture fins and features thereon and the curtain wall structure thereof BUT excluding such part of the external walls (including the curtain wall structure thereof) as shown and colored green and red as the Residential Common Areas and the Commercial Development respectively on the plans annexed to the Deed of Mutual Covenant and the parapet walls surrounding the flat roofs of the Residential Units on the Third Floor of the Estate; (c) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities; (d) the existing party wall separating the Estate from the adjoining building; and (e) all those areas which for the purpose of identification only are shown and colored yellow as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant.

"Estate Common Facilities" means all those facilities in the Estate which do not form part of the Residential Common Facilities and are intended for the common use and benefit of the Estate as a whole and not just any particular part thereof and which subject to the provisions of the Deed of Mutual Covenant are 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, 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.

"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 subject to the provisions of the Deed of Mutual Covenant are 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) the external walls of the residential tower of the Estate not forming part of the Residential Units including the architecture fins and features thereon, the air-conditioner platforms (including the louvers thereof (if any)) adjacent to the Residential Units, the curtain wall structure of the residential tower of the Estate (except (i) the openable parts of the curtain wall structure 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, utility platforms, flat roofs or specified parts of roofs which form parts of the relevant Residential Units; (b) the external walls of the podium of the Estate as shown and coloured green as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant; (c) the external wall on the roof of the Estate; and (d) all those areas which for the purpose of identification only are shown and coloured green as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant.

"Residential Common Facilities" means all those facilities in the Estate intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which subject to the provisions of the Deed of Mutual Covenant are 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, wires, cables, ducts, pipes, drains, sports and recreational facilities in the Recreational Areas and Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development.

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

Floor	Undivided Shares for Each Residential Property			
	Flat			
	A	B	C	D
3/F	51/5600	28/5600	40/5600	50/5600
5/F-6/F	49/5600	29/5600	41/5600	47/5600
8/F-11/F	62/5600	29/5600	41/5600	52/5600
12/F	62/5600	29/5600	42/5600	47/5600
15/F-23/F	62/5600	29/5600	41/5600	52/5600
25/F-33/F	62/5600	29/5600	41/5600	52/5600
35/F	100/5600	100/5600	-	-

*4/F, 13/F, 14/F, 24/F & 34/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 unless and 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.

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 development retained by the owner for that owner’s own use

Not applicable.

Remark: 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.

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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」統指屋苑公用地方及住宅公用地方(各公用地方在適用的情況下包括《建築物管理條例》(第344章)附表1所列舉的相關公用部分)。

「公用設施」統指屋苑公用設施及住宅公用設施(各公用設施在適用的情況下包括《建築物管理條例》(第344章)附表1所列舉的相關公用部分)。

「屋苑公用地方」指興建於鴨脷洲海旁地段第1號B段、鴨脷洲海旁地段第2號A段、鴨脷洲海旁地段第2號B段、鴨脷洲海旁地段第2號餘段、鴨脷洲海旁地段第26號A段、鴨脷洲海旁地段第26號餘段、鴨脷洲海旁地段第27號A段餘段及鴨脷洲海旁地段第27號A段第1分段的發展項目(統稱為「該屋苑」)內不構成住宅公用地方及供該屋苑整體而非特定部分的使用及享用，並受公契條款規定每位擁有人及住客與所有其他該屋苑擁有人及住客共同使用的部分，包括但不限於(a)地基、柱、橫樑、樓板及其他結構性支承物，以及不屬於或構成商業單位或住宅單位的部分;(b)該屋苑平台層之外牆部分，連同相關建築物的面板、建築鱗片及特色和大廈玻璃幕牆結構，但不包括以綠色及紅色作識別顯示在附於公契內圖則的外牆部分(包括該部分之大廈玻璃幕牆結構)，以及包圍該屋苑3樓住宅單位平台的護牆；(c)安裝或使用天線廣播分導系統或電訊網絡設施的地方;(d)所有以黃色及黑色斜線作識別顯示在附於公契內圖則用以分隔該屋苑及毗連大廈的現有共用牆;及(e)所有以黃色作識別顯示在附於公契內圖則的部分。

「屋苑公用設施」指所有不構成住宅公用設施及供該屋苑整體而非特定部分的使用及享用，並受公契條款規定每位擁有人及住客與所有其他該擁有人及住客共同使用的設施，包括但不限於公共天線、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、機械及機械裝置房設施和其他類似的裝置、設施或服務。

「住宅公用地方」指供住宅發展項目整體而非單一住宅單位的使用及享用，並受公契條款規定每位住宅單位擁有人及住客與所有其他住宅單位擁有人及住客共同使用的住宅發展項目部分，包括但不限於(a)該屋苑住宅大樓不構成住宅單位部分的外牆，包括相關建築鱗片裝及特色，毗連住宅單位用以安放冷氣機之平台(及通風用之百葉窗(如有的話))、該屋苑住宅大樓玻璃幕牆結構 (不包括(i)玻璃幕牆結構可開啟的部分；及(ii)完全封閉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)，但不包括玻璃欄杆、金屬欄杆或露台、工作平台、天台或構成相關住宅單位的指明天台部分的欄杆；(b)所有以綠色作識別顯示在附於公契內圖則的屋苑平台層外牆部分;(c)該屋苑屋頂的外牆及(d)所有以綠色作識別顯示在附於公契內圖則的地方。

「住宅公用設施」指所有供住宅發展項目整體而非單一住宅單位的使用及享用，並受公契條款規定每位住宅單位擁有人及住客與所有其他住宅單位擁有人及住客共同使用該屋苑的設施，包括但不限於所有升降機、電線、電纜、管槽、水管、排水渠、設於康樂地方與設施的運動及康樂設施與及所有供住宅發展項目獨享的機電工程裝置及設備。

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

樓層	每個住宅單位之不可分割份數			
	室			
	A	B	C	D
3樓	51/5600	28/5600	40/5600	50/5600
5樓 - 6樓	49/5600	29/5600	41/5600	47/5600
8樓 - 11樓	62/5600	29/5600	41/5600	52/5600
12樓	62/5600	29/5600	42/5600	47/5600
15樓 - 23樓	62/5600	29/5600	41/5600	52/5600
25樓 - 33樓	62/5600	29/5600	41/5600	52/5600
35樓	100/5600	100/5600	-	-

*不設4樓、13樓、14樓、24樓及34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. 在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)。該應付的份額比例，應與分配給該擁有人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。

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。

附註： 除非本售樓說明書另有規定，本公契的摘要內所用的詞彙與該詞彙在公契內的意思相同