

1. 發展項目的公用部分

- (a)「公用地方與設施」統指「屋苑公用地方與設施」、「住宅公用地方與設施」、「停車場公用地方與設施」及其他將於副公契內界定的公用地方與設施。
- (b)「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，包括但不限於斜坡及護土牆、提供安裝或使用天線廣播分導或電訊網絡設施的地方、警衛室、看守員及管理員辦公設施及業主立案法團 / 業主委員會辦公室、公共天線、所有訊號接受器、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裝置、設施或服務。
- (c)「住宅公用地方與設施」指擬供住宅發展項目整體公用及共享的住宅發展項目地方與屋苑設施，包括但不限於：-
 

(i)住宅發展項目及屋苑其他不構成住宅單位或屋苑公用地方的部分之外牆，包括其上建築特色及簷片，但不包括(1)露台、工作平台、平台、天台或花園的玻璃/金屬圍欄或欄杆(上述皆構成有關住宅單位的部分)及(2)完全包圍或面向住宅單位的玻璃嵌板及住宅發展項目幕牆結構可開啟的部分，而上述玻璃嵌板及可開啟部分則構成有關住宅單位的部分。為免存疑，任何構成幕牆結構一部分而並非完全包圍一個住宅單位而是伸延跨越兩個或多個住宅單位的玻璃嵌板，將構成住宅公用地方的一部分。

(ii)康樂設施；

(iii)住宅發展項目內升降機大堂及管理員櫃台；

(iv)住宅發展項目內消防員升降機大堂；

(v)單車停車位；

(vi)上落貨停車位；

(vii)暢通易達停車位及訪客停車位；

(viii)綠化地方；

(ix)公共空中花園；

(x)有蓋園景；

(xi)冷氣機房；

(xii)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NO.APP-93附錄B附件1規定，用於進行檢測閉路電視(「閉路電視」)影像設備的隱蔽式排水管的進出口及工作空間；

(xiii)任何包圍花園、平台或天台而構成住宅單位部分及將該花園、平台或天台從屋苑其他部分分隔開的護牆及圍牆的整個厚度；

(xiv)預製外牆(構成任何住宅單位一部分的部分除外)；及

(xv)隱蔽式排水管、中央冷水系統、所有機電裝置及設備、電線、電纜、管槽、水管、水渠以及所有其他專屬住宅發展項目整體的設備。
- (d)「停車場公用地方」指擬供(i)停車場整體而非任何一個(受制於公契條款)供每一個停車位業主、佔用人及使用者使用的停車位及(ii)訪客停車位、暢通易達停車位、單車停車位及上落貨停車位的使用者(受制於公契條款，與所有其他停車位的業主、佔用人及使用者共用)公用及共用的停車場地方。

- (e)「停車場公用設施」指擬供(i)停車位的業主、佔用人及使用者及(ii)訪客停車位、暢通易達停車位、單車停車位及上落貨停車位的使用者(受制於公契條款)公用及共用的停車場設施。

2. 分配予發展項目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分割份數的數目
第1A座	2樓至33樓	A	870
		B	439
		C	442
		D	565
		E	394
		F	356
		G	356
		H	232
		J	363
		K	360
		L	442
	35樓	A	1,538
		B	817
		C	356
		D	356
		E	232
		F	363
		G	363

2. 分配予發展項目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分割份數的數目
第1B座	2樓至33樓	A	629
		B	439
		C	442
		D	565
		E	386
		F	523
		G	232
		H	361
		J	367
		K	232
		L	357
		M	560
	35樓	A	1,135
		B	567
		C	386
		D	232
		E	361
		F	367
		G	232
		H	357
		J	561

座數	樓層	單位	每個單位獲分配的不分割份數的數目
低座A座	地下	A	628
		B	628
		C	270
		D	270
	1樓	A	602
		B	602
		C	281
		D	281
	2樓至5樓	A	602
		B	602
		C	281
		D	281
低座B座	地下	A	628
		B	628
		C	270
		D	270
	1樓	A	602
		B	602
		C	281
		D	281
	2樓至5樓	A	602
		B	602
		C	281
		D	281

2. 分配予發展項目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分割份數的數目
低座C座	地下	A	624
		B	624
		C	270
		D	270
	1樓	A	602
		B	602
		C	281
		D	281
	2樓至5樓	A	602
		B	602
		C	281
		D	281
低座D座	地下	A	624
		B	624
		C	270
		D	270
	1樓	A	602
		B	602
		C	281
		D	281
	2樓至5樓	A	602
		B	602
		C	281
		D	281

備註： (1) 第1A及1B座不設4樓、13樓、14樓、24樓及34樓。  
(2) 低座A、B、C及D座不設4樓。

發展項目之不分割份數總數為325,000。

3. 發展項目的管理人的委任年期

管理人的首屆任期由公契日期起計兩年，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。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屋苑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。截至公契日期，除第1A座所有樓層A室，第1B座所有樓層A室，第1B座2樓至33樓(兩者包括在內)M室及第1B座35樓J室外，屋苑的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(即賣方)在發展項目中保留作自用的範圍(如有的話)

不適用。

備註：

- 詳情請參考公契。公契全份文本已備於售樓處，在開放時間可供免費查閱，並可支付必要的影印費用後獲取公契副本。
- 除非本售樓說明書另有定義，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. Common parts of the Development

- (a) "Common Areas and Facilities" means collectively the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Car Park Common Areas and Facilities and other common areas and facilities to be designated in the Sub-Deed(s).
- (b) "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 include but not limited to the Slopes and Retaining Walls, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, the guard room(s), the office accommodation for watchmen and caretakers and the office for Owners' Corporation/Owners' Committee, communal aerial, all signal receivers and all 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.
- (c) "Residential Common Areas and Facilities" means those parts of the Residential Development and those facilities in the Estate intended for the common use and benefit of the Residential Development as a whole and include but not limited to:-
  - (i) the external walls of the Residential Development and other parts of the Estate not forming part of the Residential Units or the Estate Common Areas, and including the architectural features and fins thereon BUT excluding (1) the glass/metal balustrades or railings of the balconies, utility platforms, flat roofs, roofs or gardens which form parts of the relevant Residential Units and (2) such pieces of glass panels wholly enclosing or fronting a Residential Unit and the openable parts of the curtain wall structures of the Residential Development which said glass panels and openable parts shall form parts of the relevant Residential Units and for the avoidance of doubt, any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;
  - (ii) the Recreational Facilities;
  - (iii) the lift lobbies and the care taker counters in the Residential Development;
  - (iv) the fireman's lift lobby in the Residential Development;
  - (v) the Bicycle Parking Spaces;
  - (vi) the Loading and Unloading Spaces;
  - (vii) the Accessible Parking Spaces and the Visitors' Parking Spaces;
  - (viii) the Greenery Areas;
  - (ix) the communal sky garden;
  - (x) the Covered Landscape Areas;
  - (xi) the A/C Rooms;
  - (xii) the access openings and the working spaces of the Concealed Drainage Pipes of the Residential Development for conducting closed-circuit television ("CCTV") 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;
  - (xiii) the entire thickness of any parapet and any fence wall enclosing a garden, flat roof or roof held with and forming part of the Residential Unit separating that garden, flat roof or roof from other part(s) of the Estate;
  - (xiv) the prefabricated external walls (other than such part forming a part of any Residential Unit); and
  - (xv) Concealed Drainage Pipes, the Centralized Cooled-Water System, all mechanical and electrical installations, all wires, cables, ducts, pipes, drains and all other equipment exclusively for the Residential Development as a whole.
- (d) "Car Park Common Areas" means all those parts of the Car Park intended for the common use and benefit of (i) the Car Park as a whole and not just any particular Parking Space which are subject to the provisions of the Deed of Mutual Covenant ("DMC") to be used by each Owner, Occupier and user of the Parking Spaces and (ii) the users of the Visitors' Parking Spaces, Accessible Parking Spaces, Bicycle Parking Spaces and Loading and Unloading Spaces subject to the provisions of the DMC, in common with all other Owners, Occupiers and users of such Parking Spaces.
- (e) "Car Park Common Facilities" means all those facilities of the Car Park intended for the common use and benefit of (i) the Owners, Occupiers and users of the Parking Spaces and (ii) the users of the Visitors' Parking Spaces, Accessible Parking Spaces, Bicycle Parking Spaces and Loading and Unloading Spaces subject to the provisions of the DMC.

2. Number of Undivided Shares assigned to each residential property in the Development

Block Name	Floor	Flat	No. of undivided shares allocated to each unit
Tower 1A	2/F - 33/F	A	870
		B	439
		C	442
		D	565
		E	394
		F	356
		G	356
		H	232
		J	363
		K	360
		L	442
	35/F	A	1,538
		B	817
		C	356
		D	356
		E	232
		F	363
		G	363

Block Name	Floor	Flat	No. of undivided shares allocated to each unit
Tower 1B	2/F - 33/F	A	629
		B	439
		C	442
		D	565
		E	386
		F	523
		G	232
		H	361
		J	367
		K	232
		L	357
		M	560
	35/F	A	1,135
		B	567
		C	386
		D	232
		E	361
		F	367
		G	232
		H	357
		J	561

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## SUMMARY OF DEED OF MUTUAL COVENANT

### 2. Number of Undivided Shares assigned to each residential property in the Development

Block Name	Floor	Flat	No. of undivided shares allocated to each unit
Mansion A	G/F	A	628
		B	628
		C	270
		D	270
	1/F	A	602
		B	602
		C	281
		D	281
	2/F - 5/F	A	602
		B	602
		C	281
		D	281
Mansion B	G/F	A	628
		B	628
		C	270
		D	270
	1/F	A	602
		B	602
		C	281
		D	281
	2/F - 5/F	A	602
		B	602
		C	281
		D	281

Block Name	Floor	Flat	No. of undivided shares allocated to each unit
Mansion C	G/F	A	624
		B	624
		C	270
		D	270
	1/F	A	602
		B	602
		C	281
		D	281
	2/F - 5/F	A	602
		B	602
		C	281
		D	281
Mansion D	G/F	A	624
		B	624
		C	270
		D	270
	1/F	A	602
		B	602
		C	281
		D	281
	2/F - 5/F	A	602
		B	602
		C	281
		D	281

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## SUMMARY OF DEED OF MUTUAL COVENANT

Notes: (1) In the numbering of floors, 4/F, 13/F, 14/F, 24/F and 34/F are omitted in Tower 1A and Tower 1B.

(2) In the numbering of floors, 4/F is omitted in Mansion A, Mansion B, Mansion C and Mansion D.

The total number of Undivided Shares of the Development is 325,000.

### 3. Term of years for which the Manager of the Development is appointed

The Manager will be appointed for a term of two (2) years from the date of the DMC. The appointment is to be continued thereafter until termination of the Manager's appointment in accordance with the provisions of the DMC.

### 4. Basis on which the management expenses are shared among the owners of residential properties in the Development

The Owner of each Residential Unit shall pay 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 Estate.

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 system on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit. All Residential Units in the Estate are Open Kitchen Units except Flat A of all floors of Tower 1A, Flat A of all floors of Tower 1B, Flat M of 2nd to 33rd floors (both inclusive) of Tower 1B and Flat J of 35th floor of Tower 1B as at the date of the DMC.

### 5. Basis on which the management fees deposit is fixed

The management fee deposit is equivalent to 3 months' management contribution based on the first annual Management Budget payable by the Owner in respect of his Unit.

### 6. Area (if any) in the Development retained by the owner (i.e. the Vendor) for its own use

Not applicable.

Notes:

1. For full details, please refer to the DMC. Full script of the DMC is available for inspection upon request at the sales office during opening hours and copies of the DMC can be obtained upon paying necessary photocopying charges.
2. 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 DMC.