

# 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」指供大廈整體公用及共享的該些大廈部分及該些設施，並在適用的情況下包括《建築物管理條例》附表一所列舉的相關公用部分。

公用地方與設施包括但不限於大廈外牆包括其玻璃幕牆（但不包括屬於及構成相關單位部分的玻璃幕牆可開啟的部分，並不包括屬於及構成一樓相關單位部分位於一樓的玻璃幕牆）、斜坡及護土牆，橙色範圍（受政府及毗鄰地段業主享有的通行權所規限）、黃色範圍（受政府及其授權人士享有的通行權所規限）、康樂地方與設施、安裝或使用天線廣播分導系統或電訊網絡設施的地方、入口大堂、升降機大堂、升降機、公用走廊、地基、柱、樑及其他結構性支承物、錶房、泵房、水箱、污水管、排水渠、機電裝置及機房設施。

在切實可行範圍內盡量顯示橙色範圍及黃色範圍的位置的示意圖在本章後部附上。

### 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

單位 \ 樓層	1樓	2樓至18樓	19樓至33樓	35樓
A	40/5000	37/5000	49/5000	84/5000
B	32/5000	30/5000	47/5000	66/5000
C	31/5000	29/5000	36/5000	–
D	42/5000	36/5000	28/5000	–
E	31/5000	28/5000	–	–

備註：不設4、13、14、24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基準

每個單位的業主應在每個曆月首日預繳按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，應與分配給其單位的管理份數對分配給發展項目內所有單位的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業主須就有關的估算開支，按月向管理人繳付按照分配給其單位的管理份數的比例應繳的份額。（註：1樓至18樓的A、B、C、D及E單位與及19樓至33樓的C及D單位，均屬開放式廚房單位。）

### 1. The common parts of the development

“Common Areas and Facilities” means those parts of the Estate and those facilities intended for the common use and benefit of the Estate as a whole and, where applicable, includes those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance.

The Common Areas and Facilities includes but not limited to the external walls of the Estate including the curtain walls thereof (but excluding the openable parts of the curtain walls which shall belong to and form parts of the relevant Units and further excluding the curtain walls at the 1st floor which shall belong to and form parts of the relevant Units on the 1st floor), the Slopes and Retaining Walls, the Orange Area (subject to a right of way in favour of the Government and owners of the neighbouring lots), the Yellow Area (subject to a right of way in favour of the Government and others authorized in that behalf), the recreational areas and facilities, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, entrance lobby, lift lobbies, lifts, common corridors, foundations, columns, beams and other structural supports, meter rooms, pump rooms, water tanks, sewers, drains, electrical and mechanical installations, and plant and machinery.

Plan showing the location of the Orange Area and the Yellow Area as far as it is practicable to do so is appended hereto at the end of this section.

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

Flat \ Floor	1/F	2/F - 18/F	19/F - 33/F	35/F
A	40/5000	37/5000	49/5000	84/5000
B	32/5000	30/5000	47/5000	66/5000
C	31/5000	29/5000	36/5000	-
D	42/5000	36/5000	28/5000	-
E	31/5000	28/5000	-	-

Note: 4/F, 13/F, 14/F, 24/F and 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 until 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 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 Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Unit bears to the total number of Management Units allocated to all the 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 on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit. (Note: The Open Kitchen Units are Flats A, B, C, D and E from the 1/F to 18/F as well as Flats C and D from the 19/F to 33/F.)

### 5. 計算管理費按金的基準

管理費按金相等於業主就其單位按首個年度管理預算案計算而須繳的三個月管理費。

### 6. 賣方在發展項目中保留作自用的範圍(如有的話)

不適用。

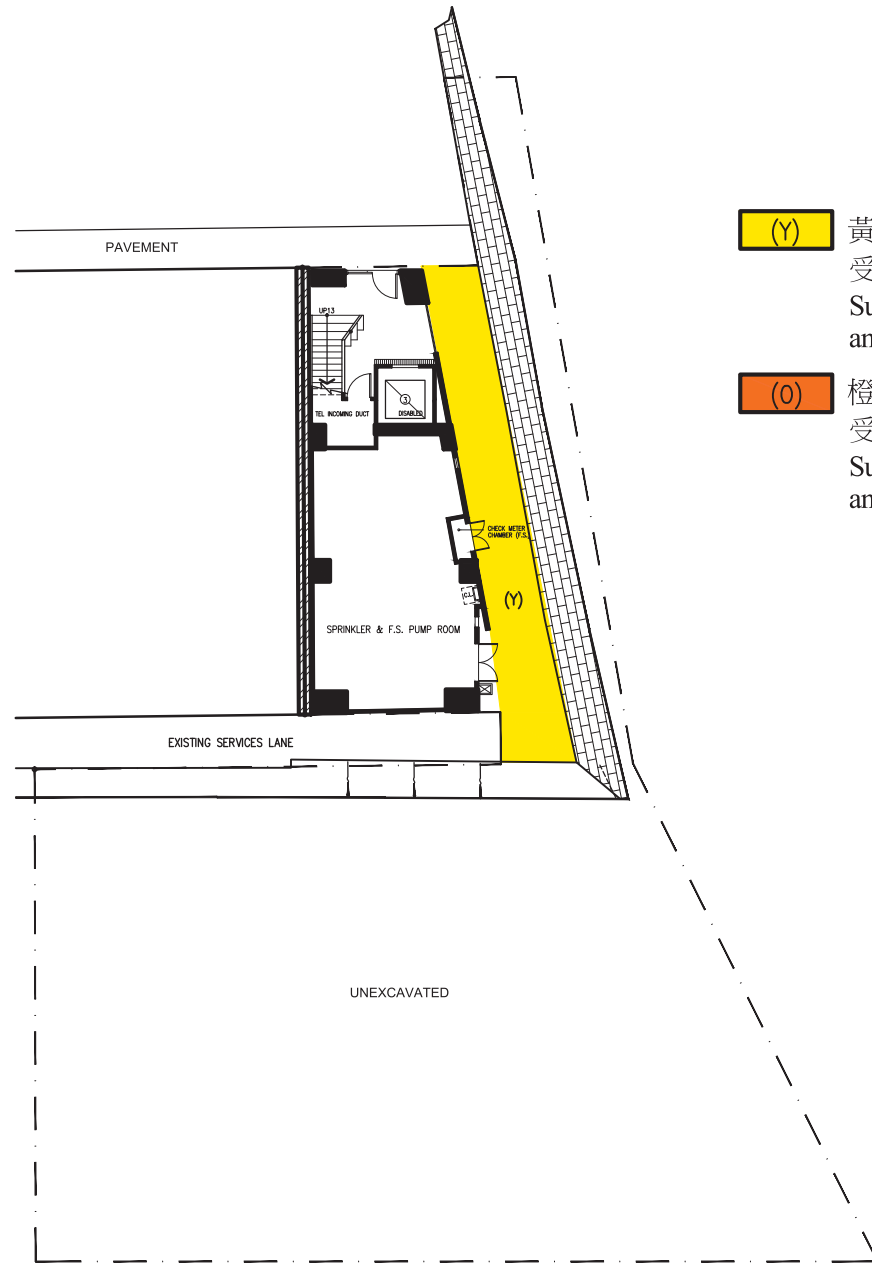
### 5. The basis on which the management fee deposit is fixed

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 vendor for its own use

Not applicable.

## SUMMARY OF DEED OF MUTUAL COVENANT



黃色範圍 Yellow Area

受政府及其授權人士享有的通行權所規限  
Subject to a right of way in favour of the Government  
and others authorized in that behalf

橙色範圍 Orange Area

Subject to a right of way in favour of the Government and owners of the neighbouring lots

