

14 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. 發展項目的公用部份

「公用地方」統指第一期公用地方及在任何時候按有關的副公契所指定作為第二期公用地方的該等位於第二期內的地方。

「公用地方與設施」統指公用地方及公用設施。

「第一期公用地方與設施」統指第一期公用地方及第一期公用設施。

「第一期公用地方」統指第一期屋苑公用地方及第一期住宅公用地方，及如商業發展內的單位個別出售，將包括有關商業發展的副公契內所定義為於商業發展的公用地方。

「公用設施」統指第一期公用設施及在任何時候按有關的副公契所指定作為第二期公用設施的該等位於第二期內的設施。

「第一期公用設施」統指第一期屋苑公用設施及第一期住宅公用設施，及如商業發展內的單位個別出售，將包括有關商業發展的副公契內所定義為商業發展的公用設施。

「屋苑公用地方」統指第一期屋苑公用地方及在任何時候按有關的副公契所指定作為第二期屋苑公用地方的該等位於第二期內的地方。

「屋苑公用地方及設施」統指屋苑公用地方及屋苑公用設施。

「第一期屋苑公用地方及設施」統指第一期屋苑公用地方及第一期屋苑公用設施。

「第一期屋苑公用地方」指擬供屋苑整體共用及共享而並非只供任何個別單位或個別部份使用及享用的第一期部份，受制於公契條款及所有現存的權利及通行權，每一位擁有人及佔用人可與屋苑所有其他擁有人及佔用人共用該等部份，該等部份包括但不限於：-

- (a) 於第一期不屬於或構成商業發展或第一期內住宅發展一部份的地基、柱、樑、樓板及其他結構性支承物及元素；
- (b) 斜坡及護土牆部份(如有)；
- (c) 於第一期屋苑整體內提供共用而安裝或使用天線廣播分導或電訊網絡設施的地方及發電機房，但構成商業發展或第一期住宅公用地方一部份的地方除外；
- (d) 所有並非構成商業發展或第一期住宅發展部分的第一期外牆範圍(包括其上的玻璃幕牆及簷蓬，如有，百葉窗板、建築鱗片及特色)並於公契所夾附的圖則以〔黃色〕顯示（僅作識別之用）；
- (e) 所有於第一期內所屬範圍並於公契所夾附的圖則以〔黃色〕顯示（僅作識別之用）的屋苑地方；
- (f) 垂直綠化範圍並於公契所夾附的圖則以〔黃色加黑斜線〕顯示（僅作識別之用）；
- (g) 由首位擁有人在任何時候按照公契條款指定作為第一期屋苑公用地方的額外第一期的地方；

但（為免存疑）並不包括第一期住宅公用地方及如商業發展內的單位個別出售，有關商業發展的副公契內所定義為於商業發展的公用地方及倘若情況適當，如 (i) 任何《建築物管理條例》第2條所列出「公用部分」的定義之 (a) 段所包含的第一期部分或 (ii) 任何《建築物管理條例》附表1 所指明並包含於《建築物管理條例》第 2 條所列出「公用部分」的定義之 (b) 段的部分也被上文所提供之條款所涵蓋，該等部分將被視作已被包括為及構成第一期屋苑公用地方一部分。

「屋苑公用設施」統指第一期屋苑公用設施及在任何時候按有關的副公契所指定作為第二期屋苑公用設施的該等位於第二期內而提供屋苑整體使用的設施。

「第一期屋苑公用設施」指擬供屋苑整體共用及共享而並非只供任何個別單位或個別部份使用及享用的第一期內所有設施，受制於公契條款，每一位擁有人及佔用人可與屋苑所有其他擁有人及佔用人共用該等設施，當中包括但不限於共用天線、所有訊號接收器、污水管、排水渠、雨水渠、水道、電纜、水管、管道（包括但不限於便溺污水及廢水處置和雨水管）、電線、管槽、總沖廁水管、總食水管、基於保安理由而安裝於第一期屋苑公用地方的閉路電視及其他設施及設備、機器及機械和位於第一期內屋苑其他類似的裝置、設施或服務、變壓房、電纜設備及位於第一期內為屋苑提供電力的相關設施及輔助電力裝置及設施及首位擁有人在任何時候按照公契條款所指定作為第一期屋苑公用設施的該等位於第一期內供屋苑整體使用的額外裝置及設施。

「住宅公用地方」統指第一期住宅公用地方及在任何時候按有關的副公契指定作為第二期住宅公用地方的該等位於第二期內的地方。

「住宅公用地方與設施」統指住宅公用地方及住宅公用設施。

「第一期住宅公用地方與設施」統指第一期住宅公用地方及第一期住宅公用設施。

「第一期住宅公用地方」指擬供住宅發展整體共用及共享而並非只供任何個別住宅單位使用及享用的第一期內住宅發展部份，受制於公契條款及所有現存的權利及通行權，每一住宅單位擁有人及佔用人可與所有其他住宅單位擁有人及佔用人共用該等部份，該等部份包括：-

- (a) 第一期內提供安裝或使用天線廣播分導或電訊網絡設施的地方但構成商業發展及第一期屋苑公用地方一部份的地方除外；
- (b) 康樂地方及設施；
- (c) 有蓋園景區；
- (d) 綠化範圍部份並於公契夾附的圖則以〔綠色加黑點〕及〔綠色加黑斜線〕顯示(僅作識別之用)；
- (e) 於第一期3樓供保養和維修住宅公用設施(第一期外部排水管)的通道於公契所夾附的圖則以〔綠色加交叉黑斜線〕顯示(僅作識別之用)；
- (f) 於屋苑地面層提供予管理員、看守員及管理公司職員，如有，的辦公室及或櫃檯、士多、看守員房間及洗手間；
- (g) 於第一期2樓及以下並非構成商業發展或第一期屋苑公用地方的第一期外牆部份(包括在外牆的玻璃幕牆及簷蓬(如有)，百葉窗板、建築鱗片及在其上的特色)並於公契所夾附的圖則以〔綠色〕顯示(僅作識別之用)；

(h) 於第一期3樓及以上並非構成第一期內住宅單位或第一期屋苑公用地方的之外牆部份(包括該等主天台層以上鄰接第一期屋苑公用地方的該等外牆部份)，包括但不限於：-

- (1) 在其上的建築鱗片及特色；
- (2) 第一期內座的玻璃幕牆結構包括但不限於豎框及面版(除卻(i)玻璃幕牆結構可開啟的部份；及(ii)完全包圍或面向第一期內住宅單位的玻璃嵌板，而上述可開啟部份及玻璃嵌板屬於有關第一期內住宅單位的部份)。而為免存疑，任何構成第一期內座的玻璃幕牆結構一部份而並非完全包圍一個第一期內住宅單位而是申延跨越兩個或多個第一期內住宅單位的玻璃嵌板，將構成第一期住宅公用地方的一部份；

但不包括：-

構成相關第一期內住宅單位一部份的露台、工作平台、安放冷氣機地方、私人平台或私人天台的玻璃欄杆、金屬欄杆或欄杆及構成和連接相關第一期內相關住宅單位一部份，毗鄰位於露台及/或工作平台假天花的鋁製格柵；

- (i) 所有在公契所夾附的圖則上以〔綠色〕顯示(僅作識別之用)於第一期內的所有地方；
- (j) 第一期住宅單位覆蓋露台及工作平台玻璃欄杆底部的鋁製蓋子；及
- (k) 由首位擁有人在任何時候按照公契條款指定作為第一期住宅公用地方的額外第一期及其內之地方，

但(為免存疑)並不包括第一期屋苑公用地方及倘若情況適當，如(i)任何《建築物管理條例》第2條所列出「公用部分」的定義之(a)段所包含的第一期內住宅發展部分或(ii)任何《建築物管理條例》附表1所指明並包含於《建築物管理條例》第2條所列出「公用部分」的定義之(b)段的部分也被上文所提供之條款所涵蓋，該等部分將被視作已被包括為及構成第一期住宅公用地方一部分。

「住宅公用設施」統指第一期住宅公用設施及在任何時候按有關的副公契所指定作為供住宅發展整體使用的該等位於第二期內的設施。

「第一期住宅公用設施」指擬供住宅發展整體共用及共享而並非只供任何個別住宅單位使用及享用的第一期所有設施，受制於公契條款，每一住宅單位擁有人及佔用人可與所有其他住宅單位擁有人及佔用人共用該等設施，當中包括但不限於所有於第一期住宅公用地方指定的所有升降機、電線、電纜、管槽、水管、管道(包括但不限於便溺污水及廢水處置和雨水管)、排水渠、第一期住宅公用設施(外在排水管)、基於保安理由而安裝於第一期住宅公用地方的閉路電視及其他設施及設備、位於第一期內之康樂地方及設施的運動及康樂設施及所有位於第一期內專屬住宅發展的機電裝置及設備，以及由首位擁有人在任何時候按照公契條款所指定作為第一期住宅公用設施的該等位於第一期內供住宅發展整體使用的額外裝置及設施。

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可分割份數的數目
第1座	3樓	A	415
		B	303
		C	304
		D	305
		E	306
		F	227
		G	227
		H	369
		J	611
		K	274
		L	259
		M	263
		N	244
		P	337
	5樓 - 12樓、 15樓 - 23樓及 25樓 - 32樓 (不設13樓、 14樓及24樓)	A	431
		B	324
		C	324
		D	324
		E	324
		F	250
		G	249
		H	352
		J	297
		K	250
		L	253
		M	252
		N	252
		P	248
		Q	341

發展項目的不分割份數總數為 329000

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座數	樓層	單位	每個單位獲分配的不可分割份數的數目
第1座	33樓	A	879
		B	323
		C	324
		D	324
		E	250
		F	249
		G	352
		H	297
		J	250
		K	253
		L	252
		M	252

發展項目的不分割份數總數為 329000

3. 有關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. 管理開支按什麼基準在期數中的住宅物業的擁有人之間分擔
 每名住宅單位擁有人應按照公契訂明的方式、金額和比例，根據其住宅單位的管理份數和公契訂明的準則，分擔期數的管理費(包括管理人費用)。分配予每個住宅單位的管理份數的數目與上述第2段列出的住宅單位的不分割份數的數目相同。
5. 計算管理費按金的基準
 管理費按金相等於擁有人就其住宅單位按首個年度管理預算案釐定而須繳的三個月管理費用。
6. 擁有人在期數中保留作自用的範圍(如有的話)
 不適用。
- 註：

1. 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中的涵義相同。

2. 詳情請參考公契最新擬稿。公契最新擬稿已備於售樓處，在開放時間可供免費查閱，並且可在支付必要的影印費用後獲取副本。

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1. The common parts of the development

"Common Areas" means collectively the Common Areas In Phase 1 and those areas within Phase 2 as may from time to time be designated as common areas in Phase 2 in the relevant Sub-Deed(s).

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Areas and Facilities In Phase 1" means collectively the Common Areas In Phase 1 and the Common Facilities In Phase 1.

"Common Areas In Phase 1" means the Estate Common Areas In Phase 1 and the Residential Common Areas In Phase 1, and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common areas as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"Common Facilities" means collectively the Common Facilities In Phase 1 and those facilities situated within Phase 2 as may from time to time be designated as common facilities in Phase 2 in the relevant Sub-Deed(s).

"Common Facilities In Phase 1" means collectively the Estate Common Facilities In Phase 1 and the Residential Common Facilities In Phase 1 and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common facilities as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"Estate Common Areas" means collectively the Estate Common Areas In Phase 1 and those areas within Phase 2 as may from time to time be designated as Estate Common Areas in Phase 2 in the relevant Sub-Deed(s).

"Estate Common Areas and Facilities" means collectively the Estate Common Areas and the Estate Common Facilities.

"Estate Common Areas and Facilities In Phase 1" means collectively the Estate Common Areas In Phase 1 and the Estate Common Facilities In Phase 1.

"Estate Common Areas In Phase 1" means those parts in Phase 1 intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof and which are subject to the provisions of the Deed of Mutual Covenant and all subsisting rights and rights of way 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 in Phase 1 that do not belong to or form part of the Commercial Development or the Residential Development in Phase 1;
- (b) the Slopes and Retaining Walls (if any);
- (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities and the electricity meter rooms (EMR) in Phase 1 for use by the Estate as a whole save and except those of such areas which form part of the Commercial Development or the Residential Common Areas In Phase 1;

- (d) all those portions of the external walls of Phase 1 (including the curtain walls and canopies thereof, if any, louvers, architecture fins and features thereon) not forming part of the Commercial Development or the Residential Development in Phase 1 and for the purpose of identification only as shown and coloured yellow on the plans annexed to the Deed of Mutual Covenant;
- (e) all those areas in Phase 1 which for the purpose of identification only are shown and coloured yellow on the plans annexed to the Deed of Mutual Covenant;
- (f) vertical greenery areas and for the purpose of identification only as shown and coloured yellow hatched black on the plans annexed to the Deed of Mutual Covenant;
- (g) such additional areas of and within Phase 1 as may at any time be designated as Estate Common Areas in Phase 1 by the First Owner in accordance with the provisions of the Deed of Mutual Covenant;

BUT (for the avoidance of doubt) excluding the Residential Common Areas In Phase 1 and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common areas as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development PROVIDED THAT, where appropriate, if (i) any parts of Phase 1 covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance, or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas In Phase 1.

"Estate Common Facilities" means collectively the Estate Common Facilities In Phase 1 and those facilities situated within Phase 2 serving the Estate as a whole as may from time to time be designated as Estate Common Facilities in Phase 2 in the relevant Sub-Deed(s).

"Estate Common Facilities In Phase 1" means all those facilities in Phase 1 intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof which are subject to the provisions of the Deed of Mutual Covenant 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, all signal receivers, sewers, drains, storm water drains, water courses, cables, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), wires, ducts, flushing mains, fresh water mains, close-circuit television ("CCTV") and other facilities and equipment installed in the Estate Common Areas In Phase 1 for security purposes, plant and machinery and other like installations, facilities or services of the Estate within Phase 1, transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities situated within Phase 1 for the supply of electricity to the Estate and such additional devices and facilities of the Estate situated within Phase 1 serving the Estate as a whole as may at any time be designated as Estate Common Facilities In Phase 1 by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

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"Residential Common Areas" means collectively the Residential Common Areas In Phase 1 and those areas within Phase 2 as may from time to time be designated as Residential Common Areas in Phase 2 in the relevant Sub-Deed(s).

"Residential Common Areas and Facilities" means collectively the Residential Common Areas and the Residential Common Facilities.

"Residential Common Areas and Facilities In Phase 1" means collectively the Residential Common Areas In Phase 1 and the Residential Common Facilities In Phase 1.

"Residential Common Areas In Phase 1" means those parts of the Residential Development in Phase 1 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are subject to the provisions of the Deed of Mutual Covenant and all subsisting rights and rights of way 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) such areas within Phase 1 for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Commercial Development or the Estate Common Areas in Phase 1;
- (b) the Recreational Areas and Facilities;
- (c) the Covered Landscaped Areas;
- (d) those parts of the Greenery Areas which for purpose of identification only are shown and coloured green stippled black and green hatched black on the plans annexed to the Deed of Mutual Covenant;
- (e) the areas for maintenance and repair access to Residential Common Facilities (External Drainage Pipes In Phase 1) on 3rd floor of Phase 1 which for the purposes of identification only are shown and coloured green double hatched black on the plan annexed to the Deed of Mutual Covenant;
- (f) office(s) and/or counter(s), store(s), guard room(s) and lavatories for caretakers, watchmen and management staffs, if any, on the ground floor of the Estate;
- (g) those parts of the external walls of Phase 1 at and below the 2nd floor of Phase 1 not forming part of the Commercial Development or the Estate Common Areas In Phase 1 (including the curtain walls and canopies thereof, if any, louvers architecture fins and features thereon) for the purpose of identification only as shown and coloured green on the plans annexed to the Deed of Mutual Covenant;
- (h) those parts of the external walls (including those of such parts of the external walls abutting the Estate Common Areas In Phase 1 above the main roof level) at and above the 3rd floor of Phase 1 not forming part of the Residential Units in Phase 1 or the Estate Common Areas In Phase 1 including but not limited to :-
 - (1) the architecture fins and features thereon;
 - (2) the curtain wall structures of the Tower in Phase 1 including but not limited to the mullions and cladding (except (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit in Phase 1, which said openable parts and glass panels shall form parts of the relevant Residential Units in Phase 1). For the avoidance of

doubt, any glass panel forming part of the curtain wall structures of the Tower in Phase 1 that does not wholly enclose a Residential Unit in Phase 1 but extends across two or more Residential Units in Phase 1 shall form part of the Residential Common Areas In Phase 1;

BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms, areas for air-conditioner(s), private flat roofs or private roofs which form parts of the relevant Residential Units in Phase 1 and the aluminium grilles adjoining the false ceiling at the balconies and/or utility platforms held with and form part of the relevant Residential Units in Phase 1;

- (i) all those areas in Phase 1 for the purpose of identification only as shown and coloured green on the plans annexed to the Deed of Mutual Covenant; and
- (j) aluminium covers on both sides of and for supporting the base of glass balustrades of the balconies and utility platforms of the Residential Units in Phase 1; and
- (k) such additional areas of and within Phase 1 as may at any time be designated as Residential Common Areas In Phase 1 by the First Owner in accordance with the provisions of the Deed of Mutual Covenant,

BUT (for the avoidance of doubt) excluding the Estate Common Areas In Phase 1 and PROVIDED THAT, where appropriate, if (i) any parts of the Residential Development in Phase 1 covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance, or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas In Phase 1.

"Residential Common Facilities" means collectively the Residential Common Facilities In Phase 1 and those facilities situated within Phase 2 serving the Residential Development as a whole as may from time to time be designated as such in the relevant Sub-Deed(s).

"Residential Common Facilities In Phase 1" means all those facilities in Phase 1 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of the Deed of Mutual Covenant 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 designated in the Residential Common Areas In Phase 1, wires, cables, ducts, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), drains, the Residential Common Facilities (External Drainage Pipes) In Phase 1, CCTV and other facilities and equipment installed in the Residential Common Areas In Phase 1 for security purposes, the sports and recreational facilities in the Recreational Areas and Facilities situated within Phase 1 and all mechanical and electrical installations and equipment situated within Phase 1 exclusively for the Residential Development and such additional devices and facilities of the Residential Development situated within Phase 1 serving the Residential Development as a whole as may at any time be designated as Residential Common Facilities In Phase 1 by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

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SUMMARY OF DEED OF MUTUAL COVENANT

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

Tower	Floor	Flat	No. of Undivided Shares allocated to each Flat
Tower 1	3/F	A	415
		B	303
		C	304
		D	305
		E	306
		F	227
		G	227
		H	369
		J	611
		K	274
		L	259
		M	263
		N	244
		P	337
	5/F - 12/F, 15/F - 23/F & 25/F - 32/F (13/F, 14/F & 24/F omitted)	A	431
		B	324
		C	324
		D	324
		E	324
		F	250
		G	249
		H	352
		J	297
		K	250
		L	253
		M	252
		N	252
		P	248
		Q	341

Tower	Floor	Flat	No. of Undivided Shares allocated to each Flat
Tower 1	33/F	A	879
		B	323
		C	324
		D	324
		E	250
		F	249
		G	352
		H	297
		J	250
		K	253
		L	252
		M	252

The total number of Undivided Shares of the Development is 329000.

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 Phase

Each Owner of a Residential Unit shall contribute towards the Management Charges (including Manager's Fee) of the Phase in such manner, amount and proportion as provided in the Deed of Mutual Covenant by reference to the Management Units allocated to his Residential Unit and the principles provided in the Deed of Mutual Covenant. The number of Management Units allocated to a Residential Unit is the same as the number of Undivided Shares as set out in paragraph 2 above.

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SUMMARY OF DEED OF MUTUAL COVENANT

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 Phase retained by the vendor for its own use

Not applicable.

Notes:

1. 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.
2. For full details, please refer to the latest draft Deed of Mutual Covenant which is free for inspection during opening hours at the sales office. A copy of the latest draft Deed of Mutual Covenant is available for inspection upon request and copies of the Deed of Mutual Covenant can be obtained upon payment of the necessary photocopying charges.