

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 (intended for the common use and benefit of the Estate as a whole) and the Residential Common Areas and Facilities (intended for the common use and benefit of the Residential Development as a whole) and, where applicable, includes those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and in the event Units in the Car Park are disposed of individually, such Car Park common areas and facilities as shall be defined in the relevant Sub-Deed.

“The Estate Common Areas and Facilities” includes but not limited to the foundations, columns, beams, slabs and other structural supports, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, office and/or counter for watchman and management staff, 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.

“The Residential Common Areas and Facilities” includes but not limited to the external walls 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 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, utility platforms, flat roofs or specified parts of roofs which form parts of the relevant Residential Units, the Recreational Areas and Facilities, mail delivery room, the refuge floor which is located on the 17th floor, all lifts, wires, cables, ducts, pipes, drains, the 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
7/F	53/5,500	53/5,500	39/5,500	30/5,500
8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-40/F	51/5,500	51/5,500	40/5,500	30/5,500
41/F	115/5,500	40/5,500	30/5,500	-

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 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 C and D from the 7th floor to the 16th floor and Flats C and D from the 18th floor to the 40th floor (with the 13th floor, the 14th floor, the 24th floor and the 34th floor omitted) as well as Flats B and C on the 41st floor).

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.

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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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（擬供屋苑整體公用及共享）及住宅公用地方與設施（擬供住宅發展整體公用及共享），並在適用的情況下包括《建築物管理條例》（第344章）附表1所列舉的相關公用部分。如有停車場單位個別轉讓，則指根據有關分公契所界定之該等停車場公用地方與設施。

「屋苑公用地方與設施」包括但不限於地基、柱、樑、樓板及其他結構性支承物、安裝或使用天線廣播分導或電訊網絡設施的地方、看守員及管理員工的辦公室及/或櫃檯、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。

「住宅公用地方與設施」包括但不限於並非屬於住宅單位部分的屋苑外牆（包括其建築鱗片及特色，毗連住宅單位用以安放冷氣機之平台（包括通風用之百葉窗（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），但不包括玻璃欄杆、金屬欄杆或露台、工作平台、平台或構成相關住宅單位的指明天台部分的欄杆、康樂地方與設施、郵遞室、位於17樓的庇護層、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及專屬住宅發展的所有機電裝置及設備。

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
7樓	53/5,500	53/5,500	39/5,500	30/5,500
8樓-12樓， 15樓-16樓， 18樓-23樓， 25樓-33樓， 35樓-40樓	51/5,500	51/5,500	40/5,500	30/5,500
41樓	115/5,500	40/5,500	30/5,500	-

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。

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」的擁有人須就實施及履行有關「消防安全管理計劃」和消防系統的各種計劃的估算開支，按照分配給其單位的管理份數的比例，每月向管理人繳付其應繳的份額。（註：7樓至16樓C室及D室及18樓至40樓C室及D室（不設13樓、14樓、24樓及34樓）及41樓B室及C室，均屬開放式廚房單位）。

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，本公契的摘要內所採用的詞彙與該詞彙在公契內的意思相同。