

# 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」統指「屋苑公用地方與設施」及「住宅公用地方與設施」，每類公用地方與設施在適用的情況下包括在《建築物管理條例》（第344章）第2條「公用部分」的定義所列舉的適當及相關公用部分。

「屋苑公用地方與設施」指擬供屋苑整體(並不限於任何個別單位或其任何部分)公用及共享的屋苑地方與設施，每位擁有人及佔用人可與所有其他擁有人及佔用人一同使用該部分，同時受公契的條款所約束及現存的權利及通行權所規限，當中包括但不限於：-

- 地基、柱、樑、樓板，以及不屬於或不構成商業發展或住宅發展一部分的其他結構性支撐物及部分；
- 斜坡及護土牆(如有的話)；
- 提供安裝或使用天線廣播分導或電訊網絡設施的地方；
- 所有在附於公契的圖則上顯示為「屋苑公用地方」的屋苑地下或以上而非構成商業發展及住宅發展的屋苑外牆部分(包括在外牆上的玻璃幕牆及簷篷、建築鱗片及在其上的特色)；及
- 所有在附於公契的圖則上顯示為「屋苑公用地方」的屋苑部分；
- 公共天線、所有訊號接收器、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，基於保安理由而安裝在屋苑公用地方的閉路電視及其他設施及設備，以及屋苑機械設備和其他類似的裝置、設施或服務、電力變壓房、電纜設施及為屋苑提供電力的所有有關連設施及輔助電力裝置設備和設施；及
- 由首位擁有人按照公契的條款在任何時候指定用作「屋苑公用地方與設施」的其他地方、裝置及設施。

「住宅公用地方與設施」指擬供住宅發展整體(並不限於任何個別住宅單位或其任何部分)公用及共享的屋苑地方與設施，每位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一同使用該部分，同時受公契的條款所約束，當中包括但不限於：-

- 所有在附於公契的圖則上顯示為「住宅公用地方」的屋苑3樓以下而非構成商業發展或屋苑公用地方的屋苑外牆部分；
- 所有在屋苑3樓及以上而非構成住宅單位或屋苑公用地方的屋苑外牆部分，當中包括但不限於：-
  - 在其上的建築鱗片及特色；
  - 毗連住宅單位而用作安放冷氣機的平台(包括通風用的百葉窗(如有的話))，或指定用作安放冷氣機的其他地方(如有的話)；及
  - 屋苑的玻璃幕牆結構，包括但不限於豎框及面版(但不包括(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則組成有關住宅單位的部分)。為免生疑問，任何玻璃嵌板構成玻璃幕牆結構一部分而非完全包圍整個住宅單位，反而橫跨兩個或以上住宅單位，則該玻璃嵌板則構成住宅公用地方；  
但不包括構成相關住宅單位的露台、工作平台或平台的玻璃欄杆、金屬欄杆或欄杆；
- 康樂地方與設施；
- 管理員、看守員及管理公司職員的辦公室及/或櫃台；
- 屋苑的庇護層；
- 所有在附於公契的圖則上顯示為「住宅公用地方」的部分；
- 所有位於住宅公用地方內的升降機、電線、電纜、導管、喉管、排水渠、基於保安理由而安裝在住宅公用地方的閉路電視及其他設施及設備、位於康樂地方與設施的運動及康樂設施，以及專屬住宅發展的所有機電裝置及設備；及
- 以及由首位擁有人按照公契的條款在任何時候指定用作「住宅公用地方與設施」的額外地方、裝置及設施。

### 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* \ 室	A	B	C	D	E	F	G	H
3/F	21/16,000	24/16,000	24/16,000	24/16,000	26/16,000	43/16,000	27/16,000	25/16,000
5/F-36/F	21/16,000	26/16,000	27/16,000	26/16,000	27/16,000	41/16,000	27/16,000	26/16,000

樓層* \ 室	J	K	L	M	N	P	Q	R
3/F	19/16,000	25/16,000	26/16,000	18/16,000	19/16,000	34/16,000	27/16,000	21/16,000
5/F-36/F	20/16,000	27/16,000	27/16,000	19/16,000	20/16,000	35/16,000	27/16,000	22/16,000

\*備註：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. 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發展項目內所有住宅單位的總管理份數的比例相同。

此外，管理人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，每個開放式廚房單位的擁有人須就有關的估算開支，每月按照分配給其單位的管理份數的比例向管理人繳付為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而其應繳的份額，而有關的估算開支將納入住宅管理預算案。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。

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。

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

### 1. The common parts of the development

“Common Areas and Facilities” means collectively the Estate Common Areas and Facilities and the Residential Common Areas and Facilities, each of which shall, where applicable, include those appropriate and relevant common parts covered by the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap. 344) .

“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 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 and facilities include but not limited to: -

- (a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or do not form part of the Commercial Development or the Residential Development;
- (b) the Slopes and Retaining Walls (if any);
- (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (d) all those parts of the external walls of the Estate (including the curtain walls and canopies thereof, architecture fins and features thereon) at and above the ground floor of the Estate not forming part of the Commercial Development and the Residential Development and shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (e) all those parts of the Estate shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (f) communal aerial, all signal receivers, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipment installed in the Estate Common Areas for security purposes, plant and machinery and other like installations, facilities or services of the Estate, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate ; and
- (g) such additional areas and devices and facilities of the Estate as may at any time be designated as the Estate Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

“Residential Common Areas and Facilities” means those parts and facilities of the Estate intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit or any particular part thereof and 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 which said parts and facilities include but not limited to: -

- a) all those parts of the external walls of the Estate below the 3<sup>rd</sup> floor of the Estate not forming part of the Commercial Development or the Estate Common Areas and shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant;

- (b) all those parts of the external walls of the Estate at and above the 3<sup>rd</sup> floor of the Estate not forming part of the Residential Units or the Estate Common Areas including but not limited to: -
  - (1) the architecture fins and features thereon;
  - (2) the air-conditioner platforms (including the louvers thereof (if any)) adjacent to the Residential Units or such other area(s), if any, as may be designated for such purpose; and
  - (3) the curtain wall structures of the Estate 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, which said openable parts and glass panels shall form parts of the relevant Residential Units). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of the Estate that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas, BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms or flat roofs which form parts of the relevant Residential Units;
- (c) the Recreational Areas and Facilities;
- (d) office and/or counter for caretakers, watchmen and management staff;
- (e) the refuge floor of the Estate;
- (f) all those parts of the Estate shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (g) all lifts designated in the Residential Common Areas, wires, cables, ducts, pipes, drains, CCTV and other facilities and equipment installed in the Residential Common Areas for security purpose, the sports and recreational facilities in the Recreational Areas and Facilities, and all mechanical and electrical installations and equipment exclusively for the Residential Development; and
- (h) such additional areas and devices and facilities of the Estate as may at any time be designated as the Residential Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

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

Floor* \ Flat	A	B	C	D	E	F	G	H
3/F	21/16,000	24/16,000	24/16,000	24/16,000	26/16,000	43/16,000	27/16,000	25/16,000
5/F-36/F	21/16,000	26/16,000	27/16,000	26/16,000	27/16,000	41/16,000	27/16,000	26/16,000

Floor* \ Flat	J	K	L	M	N	P	Q	R
3/F	19/16,000	25/16,000	26/16,000	18/16,000	19/16,000	34/16,000	27/16,000	21/16,000
5/F-36/F	20/16,000	27/16,000	27/16,000	19/16,000	20/16,000	35/16,000	27/16,000	22/16,000

\* Note: 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

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## SUMMARY OF DEED OF MUTUAL COVENANT

### 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 1/12<sup>th</sup> 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, 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 by the Manager, the Owner of each Open Kitchen Unit shall pay to the Manager his due share of the relevant 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. The relevant budgeted expenses shall be included in the Residential Management Budget. All residential units are the Open Kitchen Units.

### 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 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.

Remarks: 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.