

# 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」，並在適用的情況下包括《建築物管理條例》（第344章）附表1所列舉的適當及相關公用部分。

「屋苑公用地方與設施」指並不構成住宅單位、商業發展、停車場或「住宅公用地方與設施」而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：-

- 地基、柱、樑、樓板，以及不屬於或不構成住宅單位、商業發展、停車場或「住宅公用地方與設施」一部分的其他結構性支承物及部分；
- 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；
- 所有在附於公契的圖則上顯示為「屋苑公用地方」的屋苑外牆部分；
- 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，以及屋苑機械設備和其他類似的裝置、設施或服務；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」指並不構成住宅單位、商業發展、停車場或「屋苑公用地方與設施」而擬供所有住宅單位整體公用及共享的屋苑地方與設施，包括但不限於：-

- 在附於公契的圖則上顯示為「住宅公用地方」的5樓以下的屋苑外牆；
- 在附於公契的圖則上顯示為「住宅公用地方」的5樓及以上的屋苑外牆，包括：-
  - 在其上的建築簷片及特色；
  - 毗連住宅單位而用作安放冷氣機之平台(包括通風用之百葉窗(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（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），但不包括露台、工作平台、平台或構成相關住宅單位的指明天台部分的玻璃欄杆、金屬欄杆或欄杆；
- 位於屋苑3樓、39樓及天台層的康樂地方與設施
- 所有在附於公契的圖則上顯示為「住宅公用地方」的部分；
- 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、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」的其他地方、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

第1座					
樓層* \ 室	A	B	C	D	E
5樓	27/26,000	27/26,000	39/26,000	20/26,000	20/26,000
6樓至38樓	30/26,000	30/26,000	39/26,000	20/26,000	20/26,000
39樓	77/26,000	30/26,000	-	-	-

第2座						
樓層* \ 室	A	B	C	D	E	F
5樓	27/26,000	27/26,000	18/26,000	18/26,000	18/26,000	33/26,000
6樓至38樓	30/26,000	30/26,000	20/26,000	20/26,000	20/26,000	33/26,000
39樓	122/26,000	30/26,000	-	-	-	-

第3座					
樓層* \ 室	A	B	C	D	E
5樓	52/26,000	25/26,000	16/26,000	16/26,000	31/26,000
6樓至38樓	50/26,000	27/26,000	18/26,000	18/26,000	33/26,000
39樓	89/26,000	-	-	-	-

第5座						
樓層* \ 室	A	B	C	D	E	F
5樓	51/26,000	20/26,000	20/26,000	19/26,000	18/26,000	31/26,000
6樓至38樓	51/26,000	20/26,000	20/26,000	21/26,000	20/26,000	33/26,000
39樓	70/26,000	28/26,000	-	-	-	-

\* 備註：所有座數不設4樓、13樓、14樓、24樓及34樓。11樓為庇護層。

### 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。

### 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。

### 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 and, where applicable, includes those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap. 344).

“Estate Common Areas and Facilities” means those parts and facilities of the Estate which do not form part of the Residential Units, the Commercial Development, the Car Park or the Residential Common Areas and Facilities and are intended for the common use and benefit of the Estate as a whole and 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 Residential Units, the Commercial Development, the Car Park or the Residential Common Areas;
- (b) the Slopes and Retaining Walls;
- (c) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (d) all those portions of the external walls of the Estate 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, plant and machinery and other like installations, facilities or services of 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 which do not form part of the Residential Units, the Commercial Development, the Car Park or the Estate Common Areas and Facilities and are intended for the common use and benefit of the Residential Development as a whole and include but not limited to: -

- (a) the external walls of the Estate below the 5th floor shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (b) the external walls of the Estate at and above the 5th floor not forming part of the Residential Units or the Estate Common Areas including: -
  - (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 (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 (if any) which form parts of the relevant Residential Units;
- (c) the Recreational Areas and Facilities on the 3rd floor, the 39th floor and roof floor of the Estate;
- (d) all those parts of the Estate shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (e) 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; and
- (f) 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

Tower 1						
Floor*	Flat	A	B	C	D	E
5/F		27/26,000	27/26,000	39/26,000	20/26,000	20/26,000
6/F - 38/F		30/26,000	30/26,000	39/26,000	20/26,000	20/26,000
39/F		77/26,000	30/26,000	-	-	-

Tower 2							
Floor*	Flat	A	B	C	D	E	F
5/F		27/26,000	27/26,000	18/26,000	18/26,000	18/26,000	33/26,000
6/F - 38/F		30/26,000	30/26,000	20/26,000	20/26,000	20/26,000	33/26,000
39/F		122/26,000	30/26,000	-	-	-	-

Tower 3						
Floor*	Flat	A	B	C	D	E
5/F		52/26,000	25/26,000	16/26,000	16/26,000	31/26,000
6/F - 38/F		50/26,000	27/26,000	18/26,000	18/26,000	33/26,000
39/F		89/26,000	-	-	-	-

Tower 5							
Floor*	Flat	A	B	C	D	E	F
5/F		51/26,000	20/26,000	20/26,000	19/26,000	18/26,000	31/26,000
6/F - 38/F		51/26,000	20/26,000	20/26,000	21/26,000	20/26,000	33/26,000
39/F		70/26,000	28/26,000	-	-	-	-

\* Note : 4/F, 13/F, 14/F, 24/F and 34/F are omitted in all Towers. 11/F is the refuge floor.

### 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.

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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 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.