

A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

不適用。

B. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施或休憩用地

不適用。

C. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分

不適用。

D. 公契中關於提供公眾使用的任何設施及休憩用地

行人街連休憩處包括(1) 紅色加上黑色影地區、(2) 綠化地區及(3) 花槽牆地區。

公契第二附表B部份中第1(c)條訂明:

「每份不分割份數的業主及持有、使用、佔用及享用其單位的專有的權利均受以下的地役權、權利及特權所規限:-

- (c) 公眾人士權
擁有合法目的之公眾人士有權自由及不被干擾地每天24小時通過及往來通過、越過、靠泊及使用行人街連休憩處。」
- (1) 紅色加上黑色影地區

附於公契並只為識別目的而以紅色加上黑色影線顯示的紅色加上黑色影地區的圖則已在本部分末端列出。紅色加上黑色影地區為商業發展一部分。

- (2) (a) 綠化地區

附於公契並只為識別目的而以黃色底加上黑點顯示的綠化地區圖則已在本部分末端列出。綠化地區為屋苑公用地方部分。

公契第13(c)(xx)條訂明管理開支應包括「用於種植、灌溉及保養公用地方及設施上的花槽及園林美化區，特別是綠化地區的開支」。

公契第三附表中第46條訂明「除非得到屋宇署及/或其他有關政府部門的事先許可，綠化地區不能用作栽植樹木、灌木、草、花或其他花卉類植物以外的用途。」

- (b) 花槽牆地區

附於公契並只為識別目的而以黃色底黑色交叉斜線顯示的花槽牆地區圖則已在本部分末端列出。花槽牆地區為屋苑公用地方部分。

公契第15(c)(i)條訂明「管理及保養綠化地區及花槽牆地區的費用及開支將由商業發展的業主承擔，及如商業發展的單位個別出售，則由商業發展項目的有關分契規限」。

公契第37(ca) 及(cb)條訂明：-

「37. 在本公契的條文的約束下，每位擁有人在此不可撤回地委任管理人為代理人，獲授全權針對其他一位或多位擁有人執行本公契的條文，以及處理按照本公契的條文妥為授權的任何有關公用地方及設施的事宜。在本公契所賦予的其他權力以外，管理人獲授全權及不受限制地為了或與該地段及該屋苑及該管理有關而作出所有必要或恰當的行為及事情，包括(尤其是以下事宜但在各方面都不受上述的一般性事宜加以限制)：-

- (ca) 保持綠化地區及花槽牆地區每天24小時開放予擁有合法目的之公眾人士進入及享用；
- (cb) 修理、維修、保養及管理綠化地區及花槽牆地區；」

A. Any facilities that are required under the land grant to be constructed and provided for the Government, or for public use

Not applicable.

B. Any facilities or open space that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

Not applicable.

C. Any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap.123 sub. leg. F)

Not applicable.

D. Provisions of the deed of mutual covenant that concern any facilities and open spaces for public use

Pedestrian Street cum Sitting-out Area means collectively (i) the Red Hatched Black Area, (ii) the Greenery Area, and (iii) the Planter Wall Area.

Sub-clause 1(c) of Part B of the Second Schedule to the Deed of Mutual Covenant and Management Agreement (“the Deed of Mutual Covenant”) provides that:-

“The following are the easements, rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his Unit is held :-

(c) Right of the public

The free and uninterrupted right for all members of the public for all lawful purposes to go, pass and repass on, along, over, by and through and to use 24 hours daily the Pedestrian Street cum Sitting-out Area.”

(1) Red Hatched Black Area

The plan annexed to the Deed of Mutual Covenant for identification purpose only with the Red Hatched Black Area shown and coloured red hatched black is set out at the end of this section. The Red Hatched Black Area forms part of the Commercial Development.

(2) (a) Greenery Area

The plan annexed to the Deed of Mutual Covenant for identification purpose only with the Greenery Area shown and coloured yellow stippled black is set out at the end of this section. The Greenery Area forms part of the Estate Common Areas.

Clause 13(c)(xv) of the Deed of Mutual Covenant stipulates that the Management Expenses shall cover “the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas on the Common Areas and Facilities, in particular on the Greenery Area”.

Clause 46 of the Third Schedule to the Deed of Mutual Covenant stipulates that “The Greenery Area shall not be used for any purpose other than for planting of trees, shrubs, grasses, flowers or other flora types of vegetation without the prior written consent of the Building Authority and/or any other relevant Government authority.”

(2) (b) Planter Wall Area

The plan annexed to the Deed of Mutual Covenant for identification purpose only with the Planter Wall Area shown and coloured yellow cross-hatched black is set out at the end of this section. The Planter Wall Area forms part of the Estate Common Areas.

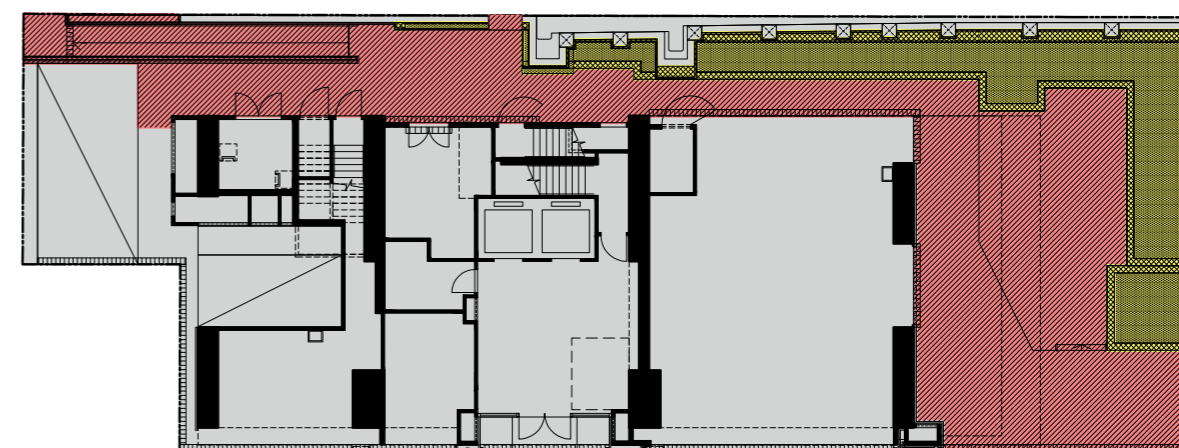
Clause 15(c)(i) of the Deed of Mutual Covenant stipulates that “the costs and expenses for the management and maintenance of the Greenery Area and the Planter Wall Area shall only be borne and paid by the Owner(s) for the time being of the Commercial Development and in the event Units in the Commercial Development are disposed of individually subject to the terms and conditions in the relevant Sub-Deed in respect of the Commercial Development”.

Clause 37(ca) and (cb) of the Deed of Mutual Covenant stipulates that:-

“37 Subject to the provisions of this Deed, each Owner hereby irrevocably APPOINTS the Manager as agent with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing:

(ca) To keep the Greenery Area and the Planter Wall Area open 24 hours daily for the access and enjoyment by the general public for all lawful purposes;

(cb) To upkeep, repair, maintain and manage the Greenery Area and the Planter Wall Area;”



圖例 LEGEND

-  紅色加上黑色影地區
RED HATCHED BLACK AREA
-  綠化地區
GREENERY AREA
-  花槽牆地區
PLANTER WALL AREA

備註：不按比例，圖則僅供識別用途。
NOTE: NOT TO SCALE. THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.