

14. SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

The Deed of Mutual Covenant and Management Agreement of the development (the “DMC”) provides that :-

A. The common parts of the development

“Common Areas and Facilities” means collectively the Common Areas and the Common Facilities.

“Common Areas” means collectively the Estate Common Areas and the Residential Common Areas, each of which Common Areas shall, where applicable, include those appropriate and relevant common parts covered by the definition of “common parts” set out in section 2 of the BMO and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common areas (if any) as shall be defined in the relevant Sub-Deed or Deeds in respect of the Commercial Development.

“Estate Common Areas” means those parts 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 DMC 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) Yellow Dotted Black Area;
- (b) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Commercial Development or the Residential Development;
- (c) the Slopes and Retaining Walls (if any);
- (d) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (e) those parts of the external walls of the Estate (including the curtain walls and canopies thereof, architecture fins and features thereon) not forming part of the Commercial Development and the Residential Development, and for the purpose of identification only shown and coloured yellow on the plans annexed to the DMC, and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (f) Yellow Cross-hatched Black Areas;
- (g) all those areas of the Estate for the purpose of identification only shown and coloured yellow on the plans annexed to the DMC and the accuracy of such plans is certified by or on behalf of the Authorized Person; and
- (h) such additional areas of the Estate as may at any time be designated as the Estate Common Areas by the First Owner in accordance with the provisions of the DMC

PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of “common parts” set out in section 2 of the BMO 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.

“Yellow Dotted Black Area” means those areas forming part of the Estate Common Areas and for the purpose of identification only shown and coloured yellow dotted black on the plan annexed to the DMC and the accuracy of such plan is certified by or on behalf of the Authorized Person.

“Residential Common Areas” means those parts of the Residential Development 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 DMC, 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) those parts of the external walls of the Estate not forming part of the Commercial Development or the Estate Common Areas and for the purpose of identification only shown and coloured green on the plans annexed to the DMC and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (b) those parts of the external walls of the Estate not forming part of the Estate Common Areas or the Residential Units including but not limited to: -
 - (1) the architecture fins and features thereon;
 - (2) the air-conditioning platforms (including the louvers and/or metal supporting frames thereof (if any)) adjacent to the Residential Units, or such other area(s), if any, as may be designated for that 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, roofs or flat roofs which form parts of the relevant Residential Units;

- (c) the Recreational Facilities;
- (d) office and/or counter for caretakers, watchmen and management staff (if any) including but not limited to the caretaker’s counter on the ground floor;
- (e) all those areas of the Estate for the purpose of identification only shown and coloured green on the plans annexed to the DMC and the accuracy of such plans is certified by or on behalf of the Authorized Person; and
- (f) such additional areas of the Estate as may at any time be designated as the Residential Common Areas by the First Owner in accordance with the provisions of the DMC

PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of “common parts” set out in section 2 of the BMO 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.

“Common Facilities” means collectively the Estate Common Facilities and the Residential Common Facilities, and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common facilities (if any) as shall be defined in the relevant Sub-Deed or Deeds in respect of the Commercial Development.

“Estate Common Facilities” means all those 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 which are, subject to the provisions of the DMC, 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, 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 such additional devices and facilities of the Estate as may at any time be designated as Estate Common Facilities by the First Owner in accordance with the provisions of the DMC.

“Residential Common Facilities” means all those 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 which are, subject to the provisions of the DMC, 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, wires, cables, ducts, pipes, drains, CCTV and other facilities and equipment installed in the Residential Common Areas for security purposes, the sports and recreational facilities in the Recreational Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development and such additional devices and facilities of the Estate as may at any time be designated as the Residential Common Facilities by the First Owner in accordance with the provisions of the DMC.

“Residential Development” means those parts of the Estate comprising the Residential Units and the Residential Common Areas and Facilities.

“Yellow Cross-hatched Black Areas” means those areas forming part of the Estate Common Areas and for the purpose of identification only shown and coloured yellow cross-hatched black on the plan annexed to the DMC and the accuracy of such plan is certified by or on behalf of the Authorized Person.

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

Please refer to the "Table of Allocation of Undivided Shares" in this section below for the number of undivided shares assigned to each residential property.

C. The term of years for which the manager of the development is appointed

The Manager will be appointed for an initial term of two years from the date of the DMC and such appointment shall continue until terminated in accordance with the provisions of the DMC.

D. The basis on which the management expenses are shared among the owners of the residential properties in the development

Each Owner of a Unit shall contribute towards the Management Expenses (which shall be based on the Management Budget prepared by the Manager) (including the Manager's Fee) of the Estate in such manner, amount and proportion as provided in the DMC by reference to the Management Units allocated to his Unit and the principles provided in the DMC.

E. The basis on which the management fee deposit is fixed

The management fee deposit is equal to three (3) months' contribution towards the Management Charges payable in respect of a Unit based on the first Management Budget.

F. The area (if any) in the development retained by the owner for that owner's own use

Not applicable.

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

Flat	Floor*		
	3/F	5/F-29/F	30/F
A	22 / 6,300	24 / 6,300	25 / 6,300
B	23 / 6,300	25 / 6,300	27 / 6,300
C	22 / 6,300	24 / 6,300	25 / 6,300
D	26 / 6,300	28 / 6,300	29 / 6,300
E	22 / 6,300	24 / 6,300	25 / 6,300
F	23 / 6,300	25 / 6,300	26 / 6,300
G	26 / 6,300	26 / 6,300	27 / 6,300
H	18 / 6,300	18 / 6,300	19 / 6,300
J	16 / 6,300	18 / 6,300	19 / 6,300

*4/F, 13/F, 14/F and 24/F are omitted.

- Remark: 1. For full details, please refer to the latest draft of the DMC which is free for inspection during open hours at the sales office. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.
2. 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.

14. SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

發展項目的公共契約和管理協議(「公契」)規定：-

A. 發展項目的公用部分

「**公用地方及設施**」合指公用地方及公用設施。

「**公用地方**」合指屋苑公用地方及住宅公用地方，而在適用情況下，每個公用地方應包括《建築物管理條例》第2條所列的「**公用部分**」定義涵蓋的適當和相關公用部分，以及假如商業發展的單位個別出售，也包括商業發展的相關副公契或公契所界定的商業發展之公用地方(如有)。

「**屋苑公用地方**」指提供屋苑整體共用及共享而並非只供任何個別單位或其任何部分使用及享用的屋苑部分，而在公契條文及所有現存的權利及通行權的規限下，每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地方，當中包括但不限於：-

- (a) 黃色加黑點面積；
- (b) 不屬於或不構成商業發展或住宅發展一部分的地基、柱、樑、樓板及其他結構性支承物及元件；
- (c) 斜坡及護土牆(如有)；
- (d) 用以安裝或使用天線廣播分導或電訊網絡設施的地方；
- (e) 不構成商業發展及住宅發展一部分的屋苑外牆部分(包括其幕牆及簷蓬、其上的建築鱗片及特色)，並在附於公契的圖則上用黃色顯示僅作識別之用，而該等圖則的準確性已獲認可人士核實；
- (f) 黃色加黑交叉斜線面積；
- (g) 在附於公契的圖則上用黃色顯示僅作識別之用的屋苑所有該等地方，而該等圖則的準確性已獲認可人士核實；及
- (h) 由首位擁有人按照公契的條文在任何時候指定為屋苑公用地方的其他額外地方，

但在適用情況下，如果(i)屋苑任何被《建築物管理條例》第2條所列的「**公用部分**」定義(a)段涵蓋的部分，或(ii)《建築物管理條例》附表1指明及被《建築物管理條例》第2條所列的「**公用部分**」定義(b)段涵蓋的任何部分，亦被納入上述條文時，該等部分應被視為包括在並構成屋苑公用地方的一部分。

「**黃色加黑點面積**」指構成屋苑公用地方一部分的地方，並在附於公契的圖則上用黃色加黑點顯示僅作識別之用，而該等圖則的準確性已獲認可人士核實。

「**住宅公用地方**」指提供住宅發展整體共用及共享而並非只供任何個別單位使用及享用的住宅發展部分，而在公契條文的規限下，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共用該等地方，當中包括但不限於：-

- (a) 不構成商業發展或屋苑公用地方一部分的屋苑外牆部分，並在附於公契的圖則上用綠色顯示僅作識別之用，而該等圖則的準確性已獲認可人士核實；
- (b) 不構成屋苑公用地方或住宅單位一部分的屋苑外牆部分，包括但不限於：
 - (1) 其上的建築鱗片及特色；
 - (2) 毗連住宅單位的冷氣機平台(包括其百葉窗及/或金屬支撐框架(如有))，或其他指定用作安放冷氣機的地方(如有)；及
 - (3) 屋苑的幕牆結構，包括但不限於豎框及面板(但不包括(i)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，而該等可開啟部分及玻璃嵌板則構成有關住宅單位的一部分)。為免存疑，任何構成屋苑的幕牆結構一部分而並非完全包圍一個住宅單位而是伸延跨越兩個或多個住宅單位的玻璃嵌板，應構成住宅公用地方的一部分，但不包括構成有關住宅單位一部分的露台、天台或平台的玻璃欄杆、金屬欄杆或欄杆；

- (c) 康樂設施；
 - (d) 管理員、看守員及管理人員的辦公室及/或櫃位(如有)，包括但不限於位於地面的管理員櫃位；
 - (e) 在附於公契的圖則上用綠色顯示僅作識別之用的屋苑所有該等地方，而該等圖則的準確性已獲認可人士核實；及
 - (f) 由首位擁有人按照公契的條文在任何時候指定為住宅公用地方的其他額外地方，
- 但在適用情況下，如果(i)屋苑任何被《建築物管理條例》第2條所列的「**公用部分**」定義(a)段涵蓋的部分，或(ii)《建築物管理條例》附表1指明及被《建築物管理條例》第2條所列的「**公用部分**」定義(b)段涵蓋的任何部分，亦被納入上述條文時，該等部分應被視為包括在並構成住宅公用地方的一部分。

「**公用設施**」合指屋苑公用設施及住宅公用設施，以及假如商業發展的單位個別出售，也包括商業發展的相關副公契或公契所界定的商業發展之公用設施(如有)。

「**屋苑公用設施**」指提供屋苑整體共用及共享而並非只供任何個別單位或其任何部分使用及享用的屋苑所有該等設施，而在公契條文的規限下，每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，當中包括但不限於公共天線、所有訊號接收器、污水渠、排水渠、雨水渠、水道、電纜、喉管、電線、管槽、總沖廁水管、總食水管、閉路電視及其他裝設於屋苑公用地方的保安設施及設備、屋苑內的機械與機器和其他類似裝置、設施或服務、變壓房、電纜設施及為屋苑提供電力的所有相關設施及輔助電力裝置、設備及設施，以及由首位擁有人按照公契的條文在任何時候指定為屋苑公用設施的其他額外裝置及設施。

「**住宅公用設施**」指提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屋苑所有該等設施，而在公契條文的規限下，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共用該等設施，當中包括但不限於所有指定設於住宅公用地方的升降機、電線、電纜、管槽、喉管、排水渠、閉路電視及其他裝設於住宅公用地方的保安設施及設備、位於康樂設施的運動及康樂設施、專供住宅發展使用的所有機電裝置及設備，以及由首位擁有人按照公契的條文在任何時候指定為住宅公用設施的其他額外裝置及設施。

「**住宅發展**」指包含住宅單位和住宅公用地方及設施的屋苑部分。

「**黃色加黑交叉斜線面積**」指構成屋苑公用地方一部分的地方，並在附於公契的圖則上用黃色加黑交叉斜線顯示僅作識別之用，而該等圖則的準確性已獲認可人士核實。

B. 分配予發展項目中的每個住宅物業的不分割份數數目

每個住宅物業獲分配的不分割份數數目請參閱本節以下的「不分割份數分配表」。

C. 發展項目的管理人的委任年期

管理人首屆任期為兩年，由公契生效日起開始，其後繼續留任至其委任按照公契的條文終止為止。

D. 發展項目中的各住宅物業擁有人之間分擔管理開支的基準

每個單位的擁有人須按照公契規定的方式、金額和比例，參照分配予其單位的管理份數及公契規定的原則，支付屋苑的管理開支(以管理人編製的管理預算案為依據)(包括管理人費用)。

E. 計算管理費按金的基準

管理費按金的金額相等於每個單位按首個管理預算案須繳交的三(3)個月管理費。

F. 擁有人在發展項目中保留作自用的範圍(如有)

不適用。

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分配予發展項目中的每個住宅物業的不分割份數的數目

室	樓層*		
	3樓	5樓至29樓	30樓
A	22 / 6,300	24 / 6,300	25 / 6,300
B	23 / 6,300	25 / 6,300	27 / 6,300
C	22 / 6,300	24 / 6,300	25 / 6,300
D	26 / 6,300	28 / 6,300	29 / 6,300
E	22 / 6,300	24 / 6,300	25 / 6,300
F	23 / 6,300	25 / 6,300	26 / 6,300
G	26 / 6,300	26 / 6,300	27 / 6,300
H	18 / 6,300	18 / 6,300	19 / 6,300
J	16 / 6,300	18 / 6,300	19 / 6,300

* 不設4樓、13樓、14樓及24樓。

註：

- 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，並可在支付必要的影印費用後獲取副本。
- 除非本售樓說明書另有定義，否則本公契的摘要中採用的詞彙須與該等詞彙在公契中的涵義相同。