

14 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. 發展項目的公用部分

- (a)「公用地方與設施」統指「屋苑公用地方與設施」、「住宅公用地方與設施」、「停車場公用地方與設施」及其他將於副公契內界定的公用地方與設施。
- (b)「屋苑公用地方與設施」指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、部份綠化地方(不包括構成住宅公用地方的部份)、警衛室(不包括構成商業發展項目的部份(如有的話))、看守員及管理員辦公設施、業主立案法團/業主委員會辦公室及看守員或管理員宿舍、公共天線、所有訊號接受器、所有污水管、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、以及機械設備和其他類似裝置、設施或設備。
- (c)「住宅公用地方與設施」指擬供住宅發展項目整體公用及共享的住宅發展項目地方與屋苑設施，包括：-
- (i) 住宅發展項目及屋苑其他不構成住宅單位、商業發展項目或屋苑公用地方的部分之外牆，包括其上建築特色及簷片，但不包括(1)露台、工作平台、平台、天台或花園的玻璃/金屬圍欄或欄杆(上述皆構成有關住宅單位的部分)及(2)完全包圍或面向一個住宅單位的玻璃嵌板及住宅發展項目幕牆結構可開啟的部分，而上述玻璃嵌板及可開啟部分則構成有關住宅單位的部分。為免存疑，任何構成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，將構成住宅公用地方的一部分；
 - (ii) 康樂設施；
 - (iii) 住宅發展項目內升降機大堂及管理員櫃台；
 - (iv) 住宅發展項目內消防員升降機大堂；
 - (v) 單車停車位；
 - (vi) 住宅上落貨停車位；
 - (vii) 訪客停車位；
 - (viii) 有蓋園景；
 - (ix) 部份綠化地方(不包括構成屋苑公用地方的部份)；
 - (x) 任何包圍花園、平台或天台而構成住宅單位部分及將該花園、平台或天台從屋苑其他部分分隔開的欄杆及圍牆的整個厚度；
 - (xi) 冷氣機房；
 - (xii) 根據認可人士、註冊結構工程師及註冊岩土工程師作業備考 NO.APP-93 附錄B附件1規定，用於進行檢測閉路電視(「閉路電視」)影像設備的隱蔽式排水管的進出口及工作空間；
 - (xiii) 為無障礙停車位(屬於訪客停車位的一部份)而設的公用上落貨區；
 - (xiv) 預製外牆(構成任何住宅單位一部份的部份除外)；
 - (xv) 隱蔽式排水管、中央冷水系統、所有機電裝置及設備、電線、電纜、管槽、水管、水渠以及所有其他專屬住宅發展項目整體的設備。

- (d)「停車場公用地方」指擬供(i)停車場整體而非任何一個(受制於公契條款)供每一個住宅停車位或住宅電單車停車位業主、佔用人及使用者使用的住宅停車位或住宅電單車停車位及(ii)訪客停車位的使用者(受制於公契條款，與所有其他住宅停車位或住宅電單車停車位的業主、佔用人及使用者共用)公用及共用的停車場地方。
- (e)「停車場公用設施」指擬供(i)住宅停車位及住宅電單車停車位的業主、佔用人及使用者及(ii)訪客停車位的使用者公用及共用的停車場設施。

2. 分配予期數中各住宅物業的不可分割份數的數目

大廈名稱	樓層	單位	每個單位獲分配的不可分割份數的數目
第2座	1樓	E	654
		F	469
		G	353
		H	352
		J	387
	2樓至37樓	A	826
		B	511
		C	511
		D	507
		E	646
		F	469
		G	353
		H	352
		J	387
	38樓至39樓	A	826
		B	511
		C	511
		D	507
		E	646
		F	469
		G	353
		H	352
		J	388

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2. 分配予期數中各住宅物業的不可分割份數的數目

大廈名稱	樓層	單位	每個單位獲分配的不可分割份數的數目
第2座	40樓	A	1,422
		E	700
		F	489
		G	353
		H	352
		J	416
低座A座	地下	D	301
		E	273
		F	273
		G	181
		H	188
	1樓	A	277
		B	255
		C	278
		D	307
		E	280
		F	280
		G	192
		H	200
	2樓至6樓	A	297
		B	274
		C	297
		D	307
		E	280
		F	280
		G	192
		H	200

大廈名稱	樓層	單位	每個單位獲分配的不可分割份數的數目
低座B座	地下	D	301
		E	273
		F	273
		G	181
		H	189
	1樓	A	277
		B	255
		C	278
		D	307
		E	280
		F	280
		G	192
		H	200
	2樓至6樓	A	297
		B	274
		C	297
		D	307
		E	280
		F	280
		G	192
		H	200

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SUMMARY OF DEED OF MUTUAL COVENANT

2. 分配予期數中各住宅物業的不可分割份數的數目

大廈名稱	樓層	單位	每個單位獲分配的不可分割份數的數目
低座C座	地下	D	301
		E	273
		F	273
		G	181
		H	189
	1樓	A	277
		B	255
		C	278
		D	307
		E	280
		F	280
		G	192
		H	200
	2樓至6樓	A	297
		B	274
		C	297
		D	307
		E	280
		F	280
		G	192
		H	200

大廈名稱	樓層	單位	每個單位獲分配的不可分割份數的數目
低座D座	地下	D	301
		E	273
		F	271
		G	180
		H	295
	1樓	A	277
		B	255
		C	278
		D	307
		E	280
		F	277
		G	192
		H	298
	2樓至6樓	A	297
		B	274
		C	297
		D	307
		E	280
		F	277
		G	192
		H	298

備註：(1) 第2座不設4樓、13樓、14樓、24樓及34樓。
(2) 低座A、B、C及D座不設4樓。
(3) 第2座避火層設於第2座的11樓。

發展項目之不可分割份數總數為540,000。

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3. 發展項目的管理人的委任年期

管理人的首屆任期由公契日期起計兩年，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。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屋苑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供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按月向管理人繳付按照其單位所分配的管理份數比例而須繳付估算開支的份額，以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。截至公契日期，除第1座40樓A室和第2座40樓A室外，屋苑的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(即賣方)在發展項目中保留作自用的範圍(如有的話)

不適用。

備註：

1. 除本售樓說明書另有定義外，本公契的摘要中使用的定義詞語具有其在公契中的相同涵義。
2. 請查閱公契以了解全部詳情。完整的公契可於售樓處開放時間內免費查閱，並且可支付所需影印費用後取得公契的副本。

1. Common parts of the Development

- (a) "Common Areas and Facilities" means collectively the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Car Park Common Areas and Facilities and other common areas and facilities to be designated in the Sub-Deed(s).
- (b) "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 include but not limited to the Slopes and Retaining Walls, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, part of the Greenery Areas (other than those forming part of the Residential Common Areas), the guard room(s) (other than those forming part of the Commercial Development (if any)), the office accommodation for watchmen and caretaker and the office for Owners' Corporation/Owners' Committee and quarters for watchmen or caretakers, communal aerial, all signal receivers and all 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.
- (c) "Residential Common Areas and Facilities" means those parts of the Residential Development and those facilities in the Estate intended for the common use and benefit of the Residential Development as a whole and include :
 - (i) the external walls of the Residential Development and other parts of the Estate not forming part of the Residential Units, Commercial Development or the Estate Common Areas, and including the architectural features and fins thereon BUT excluding (1) the glass/metal balustrades or railings of the balconies, utility platforms, flat roofs, roofs or gardens which form parts of the relevant Residential Units and (2) such pieces of glass panels wholly enclosing or fronting a Residential Unit and the openable parts of the curtain wall structures of the Residential Development which said glass panels and openable parts shall form parts of the relevant Residential Units and for the avoidance of doubt, any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;
 - (ii) the Recreational Facilities;
 - (iii) the lift lobbies and the care taker counters in the Residential Development;
 - (iv) the fireman's lift lobby in the Residential Development;
 - (v) the Bicycle Parking Spaces;
 - (vi) the Residential Loading and Unloading Spaces;
 - (vii) the Visitors Car Parking Spaces;
 - (viii) the Covered Landscape Areas;
 - (ix) part of the Greenery Areas (other than those forming part of the Estate Common Areas);
 - (x) the entire thickness of any parapet and any fence wall enclosing a garden, flat roof or roof held with and forming part of the Residential Unit separating that garden, flat roof or roof from other part(s) of the Estate;
 - (xi) A/C Rooms;
 - (xii) the access openings and the working spaces of the Concealed Drainage Pipes of the Residential Development for conducting closed-circuit television ("CCTV") imaging device inspection required in Annex 1 of Appendix B of Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers No. APP-93;
 - (xiii) common loading/unloading areas for those Accessible Parking Spaces forming part of the Visitors Car Parking Spaces;
 - (xiv) the prefabricated external walls (other than such part forming a part of any Residential Unit); and
 - (xv) Concealed Drainage Pipes, the Centralized Cooled-Water System, all mechanical and electrical installations, all wires, cables, ducts, pipes, drains and all other equipment exclusively for the Residential Development as a whole.
- (d) "Car Park Common Areas" means all those areas of the Car Park intended for the common use and benefit of (i) the Car Park as a whole and not just any particular Residential Car Parking Space or Residential Motor Cycle Car Parking Space which are subject to the provisions of the Deed of Mutual Covenant ("DMC") to be used by each Owner, Occupier and user of the Residential Car Parking Spaces or Residential Motor Cycle Car Parking Spaces and (ii) the users of the Visitors Car Parking Spaces subject to the provisions of the DMC, in common with all other Owners, Occupiers and users of such Residential Car Parking Spaces or Residential Motor Cycle Car Parking Spaces.
- (e) "Car Park Common Facilities" means all those facilities of the Car Park intended for the common use and benefit of (i) the Owners, Occupiers and users of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces and (ii) the users of the Visitors Car Parking Spaces.

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2. Number of Undivided Shares assigned to each residential property in the Phase

Block Name	Floor	Flat	No. of Undivided Shares allocated to each Flat
Tower 2	1/F	E	654
		F	469
		G	353
		H	352
		J	387
	2/F - 37/F	A	826
		B	511
		C	511
		D	507
		E	646
		F	469
		G	353
		H	352
		J	387
		A	826
	38/F - 39/F	B	511
		C	511
		D	507
		E	646
		F	469
		G	353
		H	352
		J	388
		A	1,422
	40/F	E	700
		F	489
		G	353
		H	352
		J	416

Block Name	Floor	Flat	No. of Undivided Shares allocated to each Flat
Condominium A	G/F	D	301
		E	273
		F	273
		G	181
		H	188
	1/F	A	277
		B	255
		C	278
		D	307
		E	280
		F	280
		G	192
		H	200
	2/F - 6/F	A	297
		B	274
		C	297
		D	307
		E	280
		F	280
		G	192
		H	200

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2. Number of Undivided Shares assigned to each residential property in the Phase

Block Name	Floor	Flat	No. of Undivided Shares allocated to each Flat
Condominium B	G/F	D	301
		E	273
		F	273
		G	181
		H	189
	1/F	A	277
		B	255
		C	278
		D	307
		E	280
		F	280
		G	192
		H	200
	2/F - 6/F	A	297
		B	274
		C	297
		D	307
		E	280
		F	280
		G	192
		H	200

Block Name	Floor	Flat	No. of Undivided Shares allocated to each Flat
Condominium C	G/F	D	301
		E	273
		F	273
		G	181
		H	189
	1/F	A	277
		B	255
		C	278
		D	307
		E	280
		F	280
		G	192
		H	200
	2/F - 6/F	A	297
		B	274
		C	297
		D	307
		E	280
		F	280
		G	192
		H	200

2. Number of Undivided Shares assigned to each residential property in the Phase

Block Name	Floor	Flat	No. of Undivided Shares allocated to each Flat
Condominium D	G/F	D	301
		E	273
		F	271
		G	180
		H	295
	1/F	A	277
		B	255
		C	278
		D	307
		E	280
		F	277
		G	192
		H	298
	2/F - 6/F	A	297
		B	274
		C	297
		D	307
		E	280
		F	277
		G	192
		H	298

Notes: (1) In the numbering of floors, 4/F, 13/F, 14/F, 24/F and 34/F are omitted in Tower 2.
(2) In the numbering of floors, 4/F is omitted in Condominiums A, B, C and D.
(3) 11/F of Tower 2 is a refuge floor for Tower 2.
The total number of Undivided Shares of the Development is 540,000.

3. Term of years for which the Manager of the Development is appointed

The Manager will be appointed for a term of two (2) years from the date of the DMC. The appointment is to be continued thereafter until termination of the Manager’s appointment in accordance with the provisions of the DMC.

4. Basis on which the management expenses are shared among the owners of residential properties in the Development

The Owner of each Residential Unit shall pay 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 Estate.

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 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. All Residential Units in the Estate are Open Kitchen Units except Flat A on 40th Floor of Tower 1 and Flat A on 40th Floor of Tower 2 as at the date of the DMC.

5. Basis on which the management fees deposit is fixed

The management fee deposit is equivalent to 3 months’ management contribution based on the first annual Management Budget payable by the Owner in respect of his Unit.

6. Area (if any) in the Development retained by the owner (i.e. the Vendor) for its own use

Not applicable.

Notes:

- 1. 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 DMC.
- 2. For full details, please refer to the DMC which is free for inspection during opening hours at the sales office. Full script of the DMC is available for inspection upon request and copies of the DMC can be obtained upon paying necessary photocopying charges.