

14 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

A. 發展項目的公用部分

1. 「公用地方」統指屋苑公用地方和住宅公用地方，各個公用地方(如適用)包括《建築物管理條例》第2條「公用地方」的定義所涵蓋的適當及有關部分，倘若停車場內的單位單獨地交易，則包括在有關停車場的分公契內指定的停車場公用地方。
2. 「公用地方與設施」統指公用地方及公用設施。
3. 「公用設施」統指屋苑公用設施和住宅公用設施，倘若停車場內的單位單獨地交易，則包括在有關停車場的分公契內指定的停車場公用設施(如有)。
4. 「屋苑公用地方」指屋苑內擬供屋苑整體公用及共享，而並非僅供任何個別單位或其任何個別部分使用的該等部分，在受制於公契的規定和一切現有權利及道路權下，該等部分須由屋苑的每位擁有人及佔用人與其他擁有人及佔用人共同使用，該等部分包括但不限於：
 - (a) 不屬於或構成停車場或住宅項目一部分的地基、支柱、橫樑、樓板及其他結構件及支撐物；
 - (b) 用作安裝或使用無線廣播分導或電訊網絡設施的區域；
 - (c) 不屬於停車場及住宅項目一部分的屋苑外牆的該等部分(包括其幕牆及簷篷、建築鱗片及裝飾)；
 - (d) 在公契所夾附的圖則上顯示為屋苑公用地方的屋苑所有該等部分；
 - (e) 位於屋苑地庫及地下的排水渠或表面溝道蓋下服務屋苑整體，而並非任何個別單位或其任何部分的溝渠、污水渠、排水渠及喉管；及
 - (f) 第一擁有人不時按公契規定指定為新增屋苑公用地方的屋苑區域。
5. 「屋苑公用地方與設施」統指屋苑公用設施和屋苑公用設施。
6. 「屋苑公用設施」指屋苑內擬供屋苑整體公用及共享，而並非僅供任何個別單位或其任何個別部分使用的該等設施，在受制於公契的規定下，該等設施須由屋苑的每位擁有人及佔用人與其他擁有人及佔用人共同使用，該等部分包括但不限於公共天線、所有信號接收器、污水渠、排水渠、雨水排水渠、水道(特別是位於屋苑地庫及地下的排水渠或表面溝道蓋下服務屋苑整體，而並非任何個別單位或其任何部分的溝渠、污水渠、排水渠及喉管)、電纜、管道、電線、槽、沖廁水總喉、食水總喉、閉路電視和在屋苑公用地方內安裝作保安用途、機械及機器及屋苑內其他類似裝置、設施及服務的其他設施及設備、變壓器房、電纜室及其一切輔助設施和供電給屋苑的輔助電力裝置、設備及設施和第一擁有人不時按公契規定指定為新增屋苑公用設施的屋苑裝置及設施。
7. 「住宅公用地方」指住宅項目內擬供住宅項目整體公用及共享，而並非僅供任何個別住宅單位或其任何個別部分使用的該等部分，在受制於公契的規定下，該等部分須由每個住宅單位擁有人及佔用人與其他住宅單位擁有人及佔用人共同使用，該等部分包括但不限於：
 - (a) 不屬於屋苑公用地方、停車場或住宅單位一部分的屋苑外牆的該等部分；
 - (b) 不屬於屋苑公用地方、停車場或住宅單位一部分的屋苑外牆的該等部分，包括但不限於：
 - (1) 其上的建築鱗片其裝飾；
 - (2) 毗鄰住宅單位的空調機平台(包括百葉窗及/或金屬支撐架(如有)) 或指定作該用途的其他區域(如有)；及
 - (3) 屋苑的幕牆結構，包括但不限於豎框及包層(除了(i)幕牆結構的可開合部分；(ii)包圍整個住宅單位或其正面的玻璃嵌板，該等可開合部分和玻璃嵌板屬於有關住宅單位一部分)。為免存疑，屬於屋苑幕牆結構一部分的任何玻璃嵌板，如沒有包圍整個住宅單位，而延伸至兩個或以上住宅單位的應屬於住宅公用地方一部分。

但是不包括屬於有關住宅單位一部分的露台、工作平台、天台或平台的玻璃欄杆、金屬欄杆或圍欄。
8. 「住宅公用地方及設施」統指住宅公用地方及住宅公用設施。
9. 「住宅公用設施」指屋苑內擬供住宅項目整體公用及共享，而並非僅供任何個別住宅單位或其任何個別部分使用的該等設施，在受制於公契的規定下，該等設施須由每個住宅單位擁有人及佔用人與其他住宅單位擁有人及佔用人共同使用，該等設施包括但不限於指定在住宅公用地方內使用的所有升降機、電線、電纜、槽、管道、排水渠、閉路電視和在住宅公用地方內安裝作保安用途的其他設施及設備、康樂設施內的運動及康樂設施和專門服務住宅項目的一切機械及電力裝置及設備和第一擁有人不時按公契規定指定為新增住宅公用設施的屋苑裝置及設施。
 - (c) 康樂設施和24小時通道；
 - (d) 管理員櫃檯和看守人及管理員儲物室(如有)，包括但不限於地下管理員櫃檯和2樓管理員室及32樓管理員洗手間；
 - (e) 在公契所夾附的圖則上顯示為住宅公用地方的屋苑所有該等部分和綠化範圍的部分；及
 - (f) 第一擁有人不時按公契規定指定為新增住宅公用地方的屋苑區域。

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SUMMARY OF DEED OF MUTUAL COVENANT

B. 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

單位	樓層*				
	3樓	5樓至15樓	17樓	18樓至31樓	32樓
A1	397/110,000	420/110,000	420/110,000	420/110,000	420/110,000
A2	235/110,000	234/110,000	234/110,000	234/110,000	235/110,000
A3	241/110,000	241/110,000	241/110,000	241/110,000	
A5	237/110,000	237/110,000	237/110,000	237/110,000	
A6	237/110,000	237/110,000	237/110,000	237/110,000	
A7	210/110,000	213/110,000	212/110,000	212/110,000	212/110,000
A8	196/110,000	205/110,000	204/110,000	204/110,000	204/110,000
A9	201/110,000	210/110,000	209/110,000	209/110,000	209/110,000
A10	263/110,000	257/110,000	257/110,000	257/110,000	257/110,000
SA1					587/110,000
B1	265/110,000	249/110,000	249/110,000	249/110,000	249/110,000
B2	242/110,000	237/110,000	237/110,000	237/110,000	237/110,000
B3	237/110,000	237/110,000	237/110,000	237/110,000	
B5	237/110,000	237/110,000	237/110,000	237/110,000	
B6	237/110,000	237/110,000	237/110,000	237/110,000	
B7	209/110,000	220/110,000		218/110,000	218/110,000
B8	197/110,000	207/110,000	291/110,000	207/110,000	207/110,000
B9	195/110,000	205/110,000	205/110,000	205/110,000	205/110,000
SB1					584/110,000

* 不設13樓、14樓及24樓。

C. 發展項目的管理人的委任年期

管理人的首屆任期由公契的日期起計兩年，其後繼續留任直至根據公契條款終止管理人的委任。

D. 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

每個住宅單位擁有人須於每個曆月的第一天提前支付按其住宅單位獲分配的管理份數攤分的屋苑管理預算及住宅管理預算的年度開支中的1/12。

E. 計算管理費按金的基準

管理費按金金額相當於擁有人根據第一個年度管理預算計算他的單位應付的三個月的管理分擔款項。

F. 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:

- 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。

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SUMMARY OF DEED OF MUTUAL COVENANT

A. THE COMMON PARTS OF THE DEVELOPMENT

1. **"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 Building Management Ordinance and in the event Units in the Car Park are disposed of individually, such Car Park common areas as shall be defined in the relevant Sub-Deed or Deeds in respect of the Car Park.
2. **"Common Areas and Facilities"** means collectively the Common Areas and the Common Facilities.
3. **"Common Facilities"** means collectively the Estate Common Facilities and the Residential Common Facilities and in the event Units in the Car Park are disposed of individually, such Car Park common facilities (if any) as shall be defined in the relevant Sub-Deed or Deeds in respect of the Car Park.
4. **"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 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 include but not limited to:-
 - (a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Car Park or the Residential Development;
 - (b) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
 - (c) 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 Car Park and the Residential Development;
 - (d) all those areas of the Estate shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant;
 - (e) the trenches, sewers, drains and pipes underneath the drain or surface channel covers on the basement and the ground floor of the Estate and serving the Estate as a whole and not just any particular Unit or any particular part thereof; and
 - (f) 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 Deed of Mutual Covenant.
5. **"Estate Common Areas and Facilities"** means collectively the Estate Common Areas and the Estate Common Facilities.
6. **"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 Deed of Mutual Covenant, 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 (in particular the trenches, sewers, drains or pipes underneath the drain or surface channel covers on the basement and the ground floor of the Estate serving the Estate as a whole and not just any particular Unit or any particular part thereof), 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 Deed of Mutual Covenant.
7. **"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 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 which said parts include but not limited to:-
 - (a) those parts of the external walls of the Estate not forming part of the Estate Common Areas, the Car Park or the Residential Units;
 - (b) those parts of the external walls of the Estate not forming part of the Estate Common Areas, the Car Park 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 Area,
BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms, roofs or flat roofs which form parts of the relevant Residential Units;
 - (c) the Recreational Facilities and the 24 Hours Access;
 - (d) caretaker's counter and store room for watchmen and management (if any) including but not limited to the caretaker's counter on the ground floor and the caretaker's room on second floor and the caretaker's lavatory on 32/F;
 - (e) all those areas of the Estate and such parts of the Greenery Areas shown as Residential Common Areas in the relevant plans annexed to the Deed of Mutual Covenant; 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 Deed of Mutual Covenant.
8. **"Residential Common Areas and Facilities"** means collectively the Residential Common Areas and the Residential Common Facilities.

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9. **"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 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 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 Deed of Mutual Covenant.

B. THE NUMBER OF UNDIVIDED SHARES ASSIGNED TO EACH RESIDENTIAL PROPERTY IN THE DEVELOPMENT

Flat	Floor*				
	3/F	5/F-15/F	17/F	18/F-31/F	32/F
A1	397/110,000	420/110,000	420/110,000	420/110,000	420/110,000
A2	235/110,000	234/110,000	234/110,000	234/110,000	235/110,000
A3	241/110,000	241/110,000	241/110,000	241/110,000	
A5	237/110,000	237/110,000	237/110,000	237/110,000	
A6	237/110,000	237/110,000	237/110,000	237/110,000	
A7	210/110,000	213/110,000	212/110,000	212/110,000	212/110,000
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B7	209/110,000	220/110,000		218/110,000	218/110,000
B8	197/110,000	207/110,000	291/110,000	207/110,000	207/110,000
B9	195/110,000	205/110,000	205/110,000	205/110,000	205/110,000
SB1					584/110,000

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

C. 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.

D. 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 pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure under the Estate Management Budget and the Residential Management Budget in accordance with the number of Management Units allocated to his Residential Unit.

E. THE BASIS ON WHICH THE MANAGEMENT FEE DEPOSIT IS FIXED

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

F. THE AREA (IF ANY) IN THE DEVELOPMENT RETAINED BY THE OWNER FOR THAT OWNER'S OWN USE

Not applicable.

Remarks:

1. For full details, please refer to the latest draft Deed of Mutual Covenant which is free for inspection during open hours at the sales office. A copy of the latest draft Deed of Mutual Covenant 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.