

1. 建築裝飾

期數的部分住宅單位外設有建築裝飾。此等建築裝飾可能對部分單位的景觀造成影響。有關建築裝飾的位置,請參閱本售樓説明書的「期數的住宅物業的樓面平面圖」。

2. 放置室外空調機

- (i) 部分室外空調機(不論是為該住宅單位而設或是為其他住宅單位而設)放置在空調機平台。室外空調機的放置可能對期數的住宅單位的享用,諸如熱氣及噪音或其他方面造成影響。有關室外空調機的位置,請參閱「期數的住宅物業的樓面平面圖」。
- (ii) 部分為會所而設的室外空調機放置在會所的3樓及5樓。室外空調機的放置可能對期數的低樓層住 宅單位的享用,諸如熱氣及噪音或其他方面造成影響。

3. 燈飾

在發展項目圍繞物業邊界、平台層和每座塔樓主要屋頂的外牆及/或建築裝飾裝置外牆裝飾燈,該等 裝飾燈可能定期啟用。

在戶外游泳池附近的兩根燈柱的頂部安裝了泛光燈,泛光燈的高度距水面約7.5米,以供游泳池照明。此外,泛光燈還安裝在戶外游泳池的覆蓋區域的天花板上,以確保運行期間的充足亮度。

在戶外景觀區安裝了向上照明燈,以增強灌木、樹木、雕塑和其他建築元素的美感。

外牆裝飾燈、泛光燈和向上照明燈的強度可能會影響某些住宅單位的景觀和體驗,考慮到照明的運行時間,特別是那些俯瞰景觀區域、主要接送區和戶外游泳池的單位。

4. 音響系統

一些安裝了背景音樂(BGM)系統的戶外揚聲器被放置在3樓靠近戶外游泳池的花壇上及5樓有蓋園林花園。戶外揚聲器的放置可能會在噪音或其他方面影響該期數的低層住宅單位的居住享用。

5. 喉管

期數部分住宅單位的平台及/或露台的外牆或毗鄰平台及/或露台及/或陽台的外牆裝有公用喉管及/或外露喉管。部分住宅單位的景觀可能因此受到影響。

6. 建築物維修系統的操作

根據公契,管理人有權不時為清潔、保養及/或維修外牆、玻璃幕牆及公用地方及設施的目的,安裝及拆除位於靠近構成住宅單位一部分的私人天台及/或私人平台及/或花園沿著公用地方及設施的建築周邊的錨及其他裝置以便建築物維修系統的操作,包括但不限於吊船或其他類似裝置。吊船或其他類似裝置可以經過及/或停泊於構成住宅單位一部分的私人天台及/或私人平台及/或花園。由於管理人(不論是否連同有其僱員及/或工人)須進入該等住宅單位,可能會對期數的該等住宅單位造成影響。

7. 避雷針

在發展項目1座的頂層天台提供及裝置一支避雷針,其高度達香港主水平基準以上約+282.9米及在發展項目2座的頂層天台提供及裝置一支避雷針,其高度達香港主水平基準以上約+282.9米。避雷針可能對期數部分住宅單位的享用,諸如景觀或對周邊環境的其他方面造成影響。

8. 升降機

- (i) 期數52樓至55樓設有露台、平台、私人天台連私人升降機大堂及空調機房的單位連同3樓升降機大堂(公契所載的Capital Matrix物業)可享用優先升降機服務
 - (a) 受相關政府部門規定的約束,Capital Matrix物業的業主及/或佔用人擁有使用屋苑期數3號升降機(「3號升降機」)上層機廂的專有權,惟僅限於在Capital Matrix物業與屋苑可通往樓層(公契第89條所載)之間上落往來。
 - (b) Capital Matrix物業的業主及/或佔用人在Capital Matrix物業52樓、53樓、55樓或私人天台向3號升降機提出下行要求時或(如果停車場分拆為多份業權)在地下層一個停車場包括(其中)由3號升降機上層機廂提供服務的私人升降機大堂(「3號升降機地下層停車場」)提出向上行要求時,受公契第89條的約束,3號升降機將優先為Capital Matrix物業的業主及/或佔用人提供服務以達至的程度是(i) 當3號升降機沒有乘客時,3號升降機會先向Capital Matrix物業業主及/或佔用人的使用要求提供服務;(ii)如下行使用要求,3號升降機會前往3樓的升降機大堂'28'(構成Capital Matrix物業的一部分)或前往3號升降機地下層停車場,而不會停留其他的樓層;及(iii)如上行使用要求,3號升降機會前往3樓的升降機大堂'28'(構成Capital Matrix物業的一部分)而不會停留其他的樓層或前往Capital Matrix物業的52樓、53樓、55樓或私人天台而不會停留其他的樓層。
 - (c) 除非出現任何技術問題以致無法提供以上(b)項所述的優先升降機服務,否則如事前未獲 Capital Matrix物業業主書面同意,不得更改此項優先服務。
 - (d) 本項優先安排可能影響期數52樓以下住宅單位享用3號升降機的服務。

(ii) 運作、修理及維修升降機和升降機系統產生的噪音

某些升降機門(不論是否緊急升降機門或一般升降機門)位於期數某些住宅單位內。升降機運作期間以及維修服務供應商進行修理和保養工程時或會影響住戶享用期數住宅單位,包括進出住宅單位及噪音等。

(iii) 設有緊急升降機門的住宅單位

- (a) 任何設有可經1號升降機及/或3號升降機直接進入住宅單位的業主及佔用人及/或設有緊急升降機門的住宅單位業主及佔用人均不可更改、竄改或阻礙其住宅單位內的升降機門及/或緊急升降機門(視屬何情況而定),而升降機門及/或緊急升降機門的位置應可讓救援人員容易到達或供如下文第(b)條所述的升降機服務供應商進行年度檢查、檢測和維修,此外亦不可移除或竄改政府部門規定(包括但不限於《2011年升降機及自動梯建築工程守則》(包括嗣後任何修訂本))在緊急升降機門外部面板標示的告示。
- (b) 任何設有可經1號升降機及/或3號升降機直接進入住宅單位的業主及佔用人及/或設有緊急升降機門的住宅單位業主及佔用人須允許管理人在事前預約後(緊急情況除外),單獨或聯同代理、工人或承辦商不論攜帶設備與否通行其住宅單位,以便在升降機井道、升降機門及/



或緊急升降機門進行任何檢查、修理或維修工程。現毋損前文之一般規定,上述住宅單位業主及佔用人應與管理人指定的升降機維修服務供應商(「升降機維修服務供應商」)合作和協調,並且促進及允許升降機維修服務供應商通行其住宅單位,以便執行年度檢查、檢測和維修工程。上述住宅單位業主如出租、租賃、許可使用或以其他方式出讓其住宅單位之管有權,必須符合一項條件,即達致相關的租戶、租客、受許可人或佔用人與升降機維修服務供應商合作和協調,並且促進及允許升降機維修服務供應商通行,並且同意遵守和履行公契中有關的條文規定。

(c) 升降機維修服務供應商進行修理及維修工程時,或會影響住戶享用該等住宅單位,包括進出 該等住宅單位及噪音等。

(iv) 期數的3號升降機的使用要求

- (a) 期數單位的業主及/或佔用人對3號升降機任何使用要求的登記早於Capital Matrix物業業主及/或佔用人對3號升降機提出的使用要求,其已登記使用要求將會被延後,而該等期數住宅單位的業主及/或佔用人可自行選擇(i)取消其已登記使用要求(僅適用於住宅單位內提出的該使用要求);(ii)乘搭其他升降機;或(iii) 繼續等候直至上述Capital Matrix物業業主及/或佔用人的使用要求服務完成後,3號升降機方可為其提供服務。
- (b) 當Capital Matrix物業業主及/或佔用人對3號升降機提出使用要求後,期數單位的業主及/或 佔用人對3號升降機提出使用要求將暫時不可被登記。該期數住宅單位的業主及/或佔用人可 自行選擇乘搭其他升降機或繼續等候3號升降機完成上述Capital Matrix物業業主及/或佔用人 的使用要求後回復正常運作。
- (c) 期數住宅單位的3號升降機的已登記使用要求是可取消的。
- (d) 上述(a)、(b)及(c)的安排或會影響期數單位享用3號升降機。

(v) 可取消期數的1號升降機的已登記使用要求

期數住宅單位的1號升降機的已登記使用要求是可取消的。此安排或會影響期數單位享用1號升 降機。

9. 美麗閣

(i) 通行權

某些地役權現已保留予在土地註冊處登記為內地段第7976號之毗連處所的現任一名或多名擁有人,以通行公契所夾附DMG-05號圖則以黃色間黑色十字斜線顯示的所有該地段範圍上方,以便建築和維修道路及前庭。

(ii) 排水渠

某些地役權現已保留予在土地註冊處登記為內地段第7976號之毗連處所的現任一名或多名擁有人,以按需要經事前預約(緊急情況除外)後在所有合理時間單獨或聯同工人或攜帶機器、設備及物料與否,進入地下低層以及該地段和屋苑其他的必要部分,就建於內地段第7976號上建築物專用的水管(不論全部或局部位於該地段及屋苑範圍內)執行任何維修及修理工程。此等水管的位置現於公契所夾附的DMG-01號圖則以綠色虛線顯示,僅供識別。

10. 綜合建築保養設施

每名住宅單位的業主現確認屋苑設有綜合建築保養設施(「IBMU」)為住宅單位提供服務,可載運重型/大型/特別尺寸物件(「該物件」)由3樓指定露天地方往返各住宅單位之間。每名住宅單位業主均明白並同意,倘彼等任何一方需要使用IBMU從3樓指定露天地方載運該物件到其住宅單位,必須遵從以下的程序及條件:

- (i) 業主必須在使用IBMU日期前不少於14天向管理人作出申請;
- (ii) 業主須自費委聘管理人批准的合格承辦商運送該物件到其住宅單位;
- (iii) 如因業主使用IBMU引致或造成任何損壞,業主必須負責修復,並確保把其使用IBMU所造成的滋養和不便減到最低,以及彌償因其使用IBMU招致的所有損失和損害;
- (iv) 倘業主載運期間該物件受損,管理人概不承擔責任;及
- (v) 任何配有可拆除式玻璃扶欄住宅單位業主使用IBMU時,不可移除或竄改安裝於住宅單位內部指定用於輔助裝卸該物件的可拆除式玻璃扶欄,除非就此取得管理人的同意則屬例外。可拆除式玻璃扶欄必須由管理人批准的合格承辦商移除或重新安裝,費用由相關的住宅單位業主支付。配有可拆除式玻璃扶欄住宅單位載於公契附表6。

11. 游泳池的丙烯酸樹脂板面

Capital Matrix物業的業主須自費遵守和履行游泳池的丙烯酸樹脂板面維修及檢查手冊的指示。有關的維修及檢查措施包括但不限於(i)停止使用可能嚴重損害相關丙烯酸樹脂板面的有害物質;及(ii)只使用可接受的清潔劑/殺菌劑/拋光劑;及(iii)採取措施限制在任何10年期間被去掉的相關丙烯酸樹脂材料風化層的最大厚度,確保不超過可接受的限度;及(iv)聘請註冊結構工程師執行上述維修及檢查手冊列明及/或指定的相關丙烯酸樹脂板面的例行和維修檢查。

12. 升降機井

期數的51樓全層連露台、陽台及空調機房(「51樓物業」)毗鄰一個構成屋苑公用地方及設施一部分的廂室,每個廂室內設(1)Capital Matrix物業專用私家升降機的升降機井及(2)特低電壓裝置。由於上述廂室鄰近51樓物業,因此可能在噪音等方面影響住戶享用51樓物業。

13. 禁用石油氣單位

禁用石油氣單位業主(包括彼等各自的繼承人及受讓人以及各自的租戶/租客)不可在禁用石油氣單位安裝氣體供應設備,亦不可訂購液化石油氣瓶送貨到禁用石油氣單位。

14. 西摩道及衛城道行人路和行車道還原及維修工程

- (i) 發展項目的發展商已向路政署承諾以路政署合理滿意的方式執行下列道路工程(統稱「工程」):
 - (a) 恢復函件所夾附的附件A以黃色顯示僅供識別的現有行人路在住宅發展項目展開工程時的 原狀:及
 - (b) 重新為函件所夾附的附件A以藍色顯示僅供識別位於住宅發展項目毗鄰的西摩道及衛城道 現有行車道鋪築路面。



- (ii) 發展項目的發展商須負責維修附件A以紅線及藍線顯示範圍內的行人路及行車道,包括街道設施,直至工程完竣和最終交付路政署為止。
- (iii) 函件附件A複製副本現載於本節末頁,僅供識別。

15. 屋苑3樓升降機大堂要統一外觀

- (i) Capital Matrix物業及Sure Partner物業的各業主不得更改或篡改其位於3樓各自(視屬何情況而定)私人升降機大堂的正面(包括但不限於玻璃面板和入口門)旨在使面向屋苑3樓的車輛落客區的4個升降機大堂(無論是私人物業還是公共地方)應當具有統一的外觀。
- (ii) 若更換屋苑3樓各私人升降機大堂的入口門,Capital Matrix物業及Sure Partner物業的業主僅可採用經管理人批准的設計及材料。

16. 屋苑5樓有蓋園林花園改善工程

附圖(附件B)所示黃色位於屋苑5樓有蓋園林花園現已封閉,以進行改善工程,可能會在噪音、灰塵、污垢或其他方面影響會所及屋苑低層住宅單位的享用。上述工程完成後,有關有蓋園林花園將會重新開放。

17. 停車場的改動工程

受屋宇署的相關要求規限,有關(除其他事項外)包括取得許可將若干停車位改裝為雙層機械式停車位,將相關停車場發展藍圖修改及增加停車位數量(統稱「改動工程」)的申請已向屋宇署提出申請並獲得批准。在改動工程進行期間及完工之後,停車場的使用及享用可能會在使用方便上、視覺感官、噪音或其他方面受到影響。第一業主作為停車場的業主須全權負責改動工程。第一業主作為停車場的業主可以要求任何指定相關停車位的買家支付雙層機械式停車設備的費用及其安裝人工費用。

註:除非本售樓説明書另有定義,本有關資料內所採用的詞彙與該詞彙在公契內的涵義相同。



1. Architectural features

Some architectural features are installed outside some Residential Units of the Phase. The views of some Residential Units may be affected by these architectural features. For the locations of the architectural features, please refer to the "Floor Plans of Residential Properties in the Phase" in this sales brochure.

2. Placement of outdoor air-conditioning units

- (i) Some outdoor air-conditioning units (either serving its own Residential Unit or other Residential Units) are placed on the air-conditioning platforms. The placement of the outdoor air-conditioning units may affect the enjoyment of the Residential Units of the Phase in terms of heat and noise or other aspects. For the locations of the outdoor air-conditioning units, please refer to "Floor Plans of Residential Properties in the Phase".
- (ii) Some outdoor air-conditioning units serving the Club House are placed on 3/F and 5/F of the Club House. The placement of the outdoor air-conditioning units may affect the enjoyment of the lower floors Residential Units of the Phase in terms of heat and noise or other aspects.

3. Lighting

The facade lighting is positioned on the outer walls and/or architectural features surrounding the property boundaries, podium levels, and the main roof of each tower, and may be activated periodically.

Floodlights are located at the top of two light poles near the outdoor swimming pool, standing at a height of around 7.5 meters above the water level to brighten the pool area. In addition, floodlights are fixed on the ceiling of the covered section of the outdoor swimming pool, ensuring adequate brightness during its operation.

Uplights are strategically placed in the outdoor landscaped areas to enhance the beauty of shrubs, trees, sculptures, and other architectural elements.

The intensity of the facade lighting, floodlights, and uplights could impact the views and experience of specific residential units in the development, especially those overlooking the landscape zone, main drop-off, and the outdoor swimming pool, given the lighting's operational period.

4. Sound System

Some outdoor speakers with a background music (BGM) system installed are placed on 3/F at the planters near the outdoor swimming pool and the covered landscaped garden on 5/F. The placement of the outdoor speakers may affect the enjoyment of the lower floors Residential Units of the Phase in terms of noise or other aspects.

5. Pipes

Some common pipes and/or exposed pipes are located on the external walls at or adjacent to the flat roofs and/or balconies and/or verandahs of some Residential Units of the Phase. It is possible that the views of some Residential Units may be affected by these pipes.

6. Operation of building maintenance system

Under the Deed of Mutual Covenant, the Manager shall have the right from time to time for the purposes of cleaning, maintaining and/or repairing the external wall, curtain wall and the Common Areas and Facilities to install and remove anchors and other provisions at the building perimeter along such part of the Common Areas and Facilities adjacent to the private roof(s) and/or private flat roof(s) and/or garden(s) forming part of a Residential Unit for the operation of the building maintenance system including but not limited to gondola or likewise equipment which shall be entitled to pass through and/or rest on private flat roof and/or private roof and/or garden forming part of a Residential Unit. It is possible that those Residential Units of the Phase may be affected as the Manager (with or without its employees and/or workmen) will have to access those Residential Units.

7. Lightning Poles

One lightning pole reaching a height of approximately +282.9 m.P.D. is provided and installed at top roof of Tower 1 of the development and one lightning pole reaching a height of approximately +282.9 m.P.D. is provided and installed at top roof of Tower 2 of the development. The existence of the lightning poles may affect the enjoyment of some Residential Units in the Phase in terms of the views and other aspects of the surrounding environment.

Note: "m.P.D." means metre above the Hong Kong Principal Datum.

8. Lifts

- (i) Priority of Lifts for Flat on 52/F to 55/F with Balcony, Flat Roofs, Private Roof with Private Lift Lobby thereto and Air-Conditioning Plant Rooms together with the Lift Lobby '28' on 3/F of the Phase (referred to as "the Capital Matrix Property" in the Deed of Mutual Covenant)
 - (a) Subject to the requirement(s) by the relevant Government authorities, the Owner(s) and/ or the Occupier(s) of the Capital Matrix Property shall have the exclusive right to use the upper deck lift car of Lift 3 in the Phase of the Estate ("Lift 3") solely for the purpose of accessing from the Capital Matrix Property to the accessible floors (as referred to in Clause 89 of the Deed of Mutual Covenant) of the Estate and vice versa.



- (b) When the Owner(s) and/or the Occupier(s) of the Capital Matrix Property make(s) the downward usage request of Lift 3 at 52/F, 53/F, 55/F or the private roof of the Capital Matrix Property or make(s) the upward usage request at (in case the Car Park falls into multiple ownership) a Carpark comprising (inter alia) a private lift lobby served by the upper deck of Lift 3 at Ground Floor ("the Lift 3 Ground Floor Carpark"), Lift 3 shall be operated to give priority to the Owner(s) and/or the Occupier(s) of the Capital Matrix Property to the extent that, subject always to Clause 89 in the Deed of Mutual Covenant, (i) when there is no passenger in Lift 3, Lift 3 will first serve such usage request(s) of the Owner(s) and/or the Occupier(s) of the Capital Matrix Property; (ii) in case of downward usage request, Lift 3 shall go to the lift lobby '28' on 3/F (forming part of the Capital Matrix Property) or to the Lift 3 Ground Floor Carpark without stopping at any other floors; and (iii) in case of upward usage request, Lift 3 shall go to the lift lobby '28' on 3/F (forming part of the Capital Matrix Property) without stopping at any other floors.
- (c) Save and except for any technical reasons which render the priority operation as specified in the above (b) no longer feasible, there shall be no change to such priority operation unless the prior written consent from the Owner(s) of the Capital Matrix Property shall have been obtained.
- (d) This priority arrangement may affect the enjoyment of Lift 3 for the Units of the Phase which are below 52/F.

(ii) Noise Created by Operation, Repair and Maintenance of Lift and Lift System

Certain lift doors (whether they are Lift Emergency Door(s) or general lift doors) are located within certain Residential Units of the Phase. When operating and carrying out repair and maintenance by the lift maintenance service providers, it may affect the enjoyment of the Residential Units of the Phase in terms of accessing and egressing the Residential Units and noise or other aspects.

(iii) Residential Units with Lift Emergency Doors

- (a) The Owner(s) and the Occupier(s) of any Residential Units with lift door(s) which can be accessed directly through Lift 1 and/or Lift 3 and/or the Owner(s) or Occupier(s) of any Residential Units with Lift Emergency Door(s) shall not alter or tamper with or obstruct the lift door(s) and/or the Lift Emergency Door(s) (as the case may be) inside his Residential Unit to the intent that the position of the lift door(s) and/or the Lift Emergency Door(s) shall be readily accessible to rescuers or for the annual inspection, check and maintenance by the Lift Maintenance Service Provider as referred to in clause (b) hereinbelow. The notice on the outside face of the Lift Emergency Door(s) as required by the Government authorities (including but not limited to the Code of Practice for Building Works for Lifts and Escalators 2011 (including any further amendments)) shall not be removed or tampered with.
- (b) The Owner(s) and the Occupier(s) of any Residential Units with lift door(s) which can be accessed directly through Lift 1 and/or Lift 3 and/or the Owner(s) and the Occupier(s) of

any Residential Units with Lift Emergency Door(s) shall allow the Manager, with or without agents, workmen or contractors and with or without equipment to access his Residential Unit by prior appointment (except in case of emergency) to carry out any inspection or repair or maintenance to the lift shaft, lift door(s) and/or the Lift Emergency Door(s). Without prejudice to the foregoing, the aforesaid Owner(s) and the Occupier(s) shall cooperate, coordinate with, facilitate and allow the lift maintenance service provider appointed by the Manager ("the Lift Maintenance Service Provider") to access his Residential Unit to carry out annual inspection, check and maintenance and the aforesaid Owner(s) shall let, lease, license or otherwise part with the possession of his Residential Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall cooperate, coordinate with, facilitate and allow such access for the Lift Maintenance Service Provider and agree to observe and comply with the provisions contained in this Deed of Mutual Covenant in relation thereto.

(c) When carrying out repair and maintenance by the lift maintenance service providers, it may affect the enjoyment of such Residential Units in terms of accessing and egressing such Residential Units and noise or other aspect.

(iv) Registered Usage request of Lift 3 of the Phase

- Any usage request of Lift 3 made by the Owner(s) and/or Occupier(s) of the Units of the Phase, which is registered earlier than a usage request of Lift 3 made by the Owner(s) and/or Occupier(s) of the Capital Matrix Property, will be put on hold and such Owner(s) and/or Occupier(s) of the Units of the Phase may at their own choice (i) to cancel their registered usage request (with respect to such usage request made within a Residential Unit only); (ii) to take other lift(s); or (iii) to continue waiting until Lift 3 is ready to serve after the service of the said usage request made by the Owner(s) and/or the Occupier(s) of the Capital Matrix Property is completed.
- (b) No usage request of Lift 3 by the Owner(s) and/or Occupier(s) of the Units of the Phase can be registered temporarily after a usage request of Lift 3 is made by the Owner(s) and/or Occupiers of the Capital Matrix Property. Such Owner(s) and/or Occupier(s) of the Units of the Phase may at their own choice either take other lift(s) or continue waiting for resumption of normal operation of Lift 3 after service of the said usage request of the Owner(s) and/or the Occupier(s) of the Capital Matrix Property is completed.
- (c) A registered usage request of Lift 3 from the Residential Units of the Phase can be cancelled.
- (d) The above arrangement (a), (b) and (c) may affect the enjoyment of Lift 3 for the Units of the Phase.

(v) Registered usage request of Lift 1 of the Phase can be cancelled

A registered usage request of Lift 1 from the Residential Units of the Phase can be cancelled. This arrangement may affect the enjoyment of Lift 1 for the Units of the Phase.



9. Merry Court

(i) Right of Way

Certain easement rights have been reserved to the owner or owners for the time being of the adjoining premises registered in the Land Registry as Inland Lot No.7976 to construct and maintain road ways and terraces over and above all those portions of the Lot as shown coloured yellow cross hatched black on the plan marked Plan No.DMG-05 annexed to the Deed of Mutual Covenant.

(ii) Drains

Certain easement rights have been reserved to the owner or owners for the time being of the adjoining premises registered in the Land Registry as Inland Lot No.7976 to enter upon the Lower Ground Floor and such other parts of the Lot and the Estate as may be necessary for the purpose of carrying out any works for the maintenance and repair of the pipes (whether wholly or partially located within the Lot and the Estate) serving the building(s) erected on Inland Lot No.7976 with or without workmen, plant, equipment and materials at all reasonable times upon prior appointment (except in case of emergency), and for the purpose of identification only, the location of such pipes is shown on the plan marked Plan No. DMG-01 annexed to the Deed of Mutual Covenant and identified by green dotted line.

10. Integrated Building Maintenance Unit

Each of the Owners of the Residential Units acknowledges that the integrated building maintenance unit(s) ("IBMU") is available in the Estate serving the Residential Units for carrying heavy/bulky/odd sized objects ("the Objects") from the designated open space on the 3/F to the Residential Units (or vice versa). Each of the Owners of the Residential Units understands and agrees that if any of them requires the use of IBMU for carrying the Objects to his own Residential Unit from the designated open space on the 3/F Floor (or vice versa), the following procedures and conditions shall be observed:

- (i) Such Owner shall make application to the Manager for the use of IBMU not less than 14 days in advance;
- (ii) Such Owner shall appoint qualified contractors approved by the Manager for delivery of the Objects to and from his own Residential Unit at his own costs;
- (iii) Such Owner shall make good any damage that may be caused by or arise from his use of the IBMU, and shall ensure that his use of the IBMU shall cause the least disturbance and inconvenience and shall indemnify all loss and damage resulting from his use of the IBMU;
- (iv) The Manager will not be held liable for any damage that may be caused to the Objects during the process of carriage; and
- (v) The Owner(s) of each Residential Units comprises of removable glass balustrade(s) shall not remove or tamper with the removable glass balustrade(s) installed inside his Residential Unit designated for facilitating the moving in or out of the Objects when using the IBMU except with

the consent of the Manager for the purpose of using the IBMU. The removal or re-installation of such removable glass balustrade(s) shall only be carried out by the qualified contractor approved by the Manager at the own costs of the Owner of such Residential Unit. The Residential Units which comprise of the removable balustrade(s) are set out in the Sixth Schedule of the Deed of Mutual Covenant.

11. Acrylic Panels of Swimming Pool

The Owner(s) of the Capital Matrix Property shall at his own expense observe and comply with the maintenance and inspection manual of the acrylic panels for swimming pool, and such maintenance and inspection measures shall include but not limited to (i) refraining from the using harmful substances that would cause severe damage to the relevant acrylic panels and (ii) only using acceptable cleaners/biocides/polishes and (iii) adopting measures to limit the maximum thickness of weathered layer of the relevant acrylic material removed within any 10-year period not exceeding an acceptable limit and (iv) the appointment of registered structural engineer to carry out routine and maintenance inspection on the relevant acrylic panels as more particularly set out and/or required under the said maintenance and inspection manual.

12. Lift Pit

Flat on 51/F with Balconies and Verandahs and Air-Conditioning Plant Rooms of the Phase ("51/F Property") is adjacent to a compartment forming part of the Estate Common Areas and Facilities in which each of the said compartment housed (1) the lift pit of the private lift serving the Capital Matrix Property and (2) the extra-low voltage installations. The close proximity of the said compartments with the 51/F Property may affect the enjoyment of such 51/F Property in terms of noise or other aspects.

13. LPG Restricted Units

The Owner(s) of the LPG Restricted Units (including their respective successors and assigns as well as their respective tenants/licensees) shall not install gas supply to the LPG Restricted Units and the delivery of liquefied petroleum gas (LPG) cylinders to the LPG Restricted Units shall also be prohibited.

14. Reinstatement and Maintenance of Footpaths and Carriageways of Seymour Road and Castle Road

- (i) The developers of the development have undertaken to the Highways Department ("HyD") to carry out the following roadworks (collectively the "Works") to the reasonable satisfaction of the HyD:-
 - (a) Reinstate the existing footpaths which are for the purpose of identification purpose only shown coloured yellow in Annex A annexed to the Letter to the initial conditions as at the commencement of the works of the Residential Development; and



- (b) Resurface the existing carriageways of Seymour Road and Castle Road adjacent to the Residential Development which are for the purpose of identification purpose only shown coloured blue in Annex A annexed to the Letter.
- (ii) The developers of the development shall be responsible for the maintenance of the footpaths and carriageways within the red and blue lines in Annex A, including the street furniture, before the completion of the Works and final handover to HyD.
- (iii) For the purpose of identification only, the Annex A of the Letter is reproduced at the end of this section.

15. Unified external appearance of the lift lobbies on 3/F of the Estate

- (i) Each of the Owner(s) of the Capital Matrix Property and the Sure Partner Property shall not alter or tamper with the facade (including but not limited to the glass panel and the entrance door(s)) of their respective private lift lobby(ies) on 3/F forming part of the Capital Matrix Property or the Sure Partner Property (as the case may be) to the intent that the 4 several lift lobbies on 3/F of the Estate facing the vehicle drop-off area on 3/F of the Estate (whether they are privately owned properties or common areas) shall have a unified external appearance.
- (ii) In the event of replacement of the entrance door(s) of the respective private lift lobby(ies) on 3/F of the Estate, the Owner(s) of the Capital Matrix Property and the Sure Partner Property shall only adopt the design and materials as approved by the Manager.

16. Enhancement works of the covered landscaped garden on 5/F of the Estate

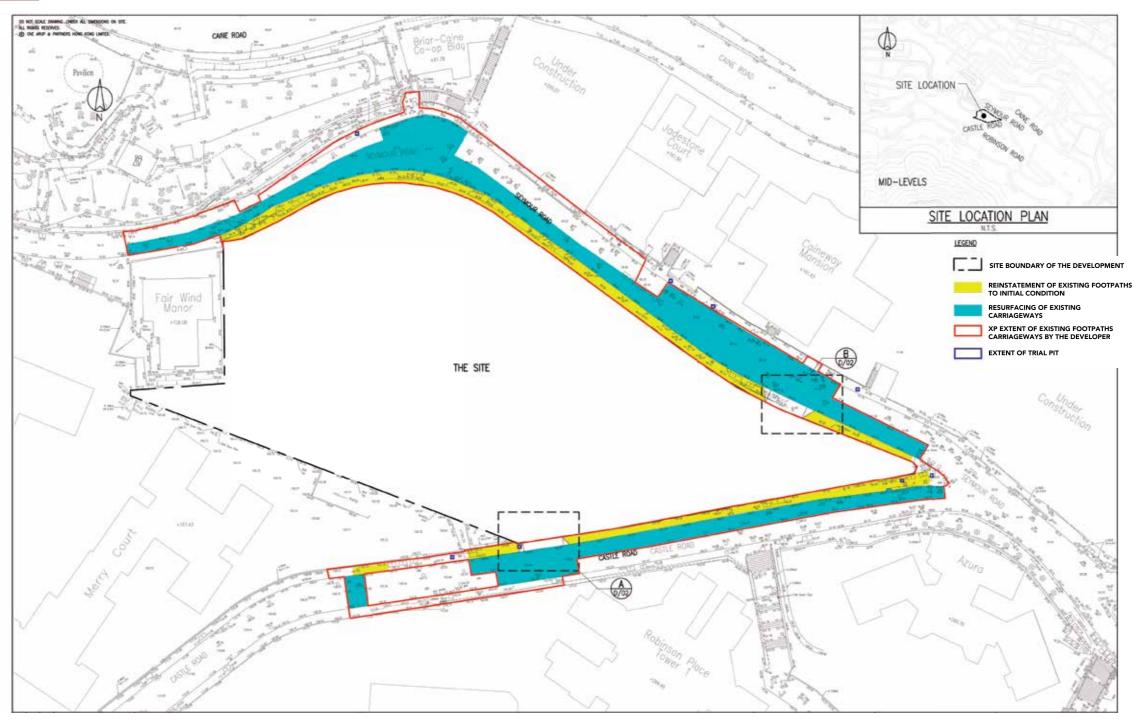
The covered landscaped garden on 5/F of the Estate which is shown coloured yellow on the attached plan (Annex B) is currently closed for the carrying out of the enhancement works. It may affect the enjoyment of the Club House and the lower floors of the Residential Units of the Estate in terms of noise, dust, dirt or other aspects. The relevant covered landscaped garden will be re-opened once the said works are completed.

17. Alteration works for the Car Park

Subject to the relevant requirement(s) from the Buildings Department, applications to the Buildings Department have been made and approved for (inter alia) allowing the conversion of a number of Car Parking Spaces into Double Deck Mechanical Parking Space, amending the layout of the Car Park and increasing the number of the Car Parking Spaces (collectively "the Alteration Works"). During the progress of the Alteration Works and after its completion, the use and enjoyment of the Car Park may be affected in terms of convenience of use, visual sense, noise or other aspects. The First Owner as the Owner of the Car Park shall be fully responsible for the carrying out of the Alteration Works. The First Owner as the Owner of the Car Park may request the purchaser of any relevant Car Parking Space to pay for the cost of the Double Deck Mechanical Parking Equipment and its installation labour cost.

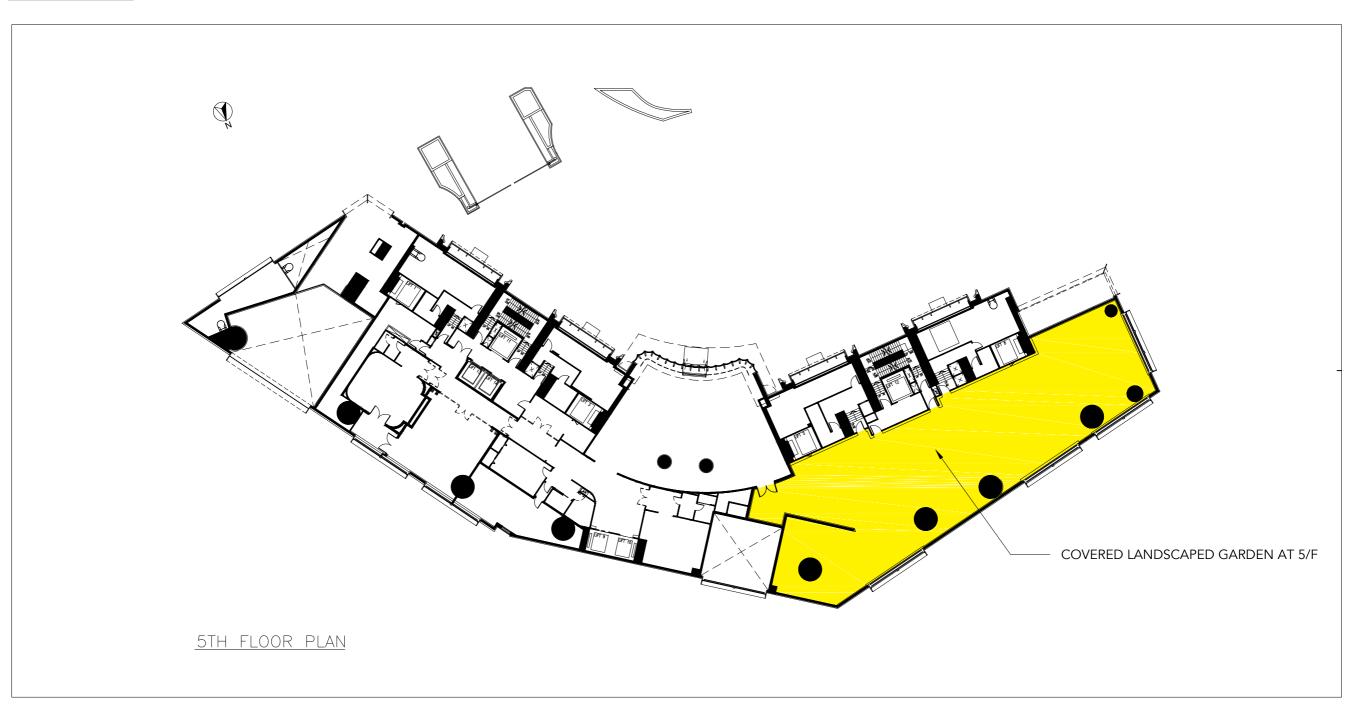
Remarks: Unless otherwise defined in this sales brochure, the capitalized terms used in this Relevant Information shall have the same meaning of such terms in the Deed of Mutual Covenant.

附件 A ANNEX A





附件 B ANNEX B





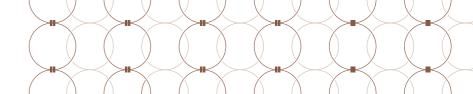
賣方就該期數指定的互聯網網站的網址:

The address of the website designated by the vendor for the Phase : www.thelegacy.com.hk

期數及其周邊地區日後可能出現改變。

There may be future changes to the Phase and the surrounding areas.

本售樓説明書印製日期:2025年9月16日。 Date of printing of this Sales Brochure : 16th September 2025



檢視 / 修改日期 Examination / Revision Date	所作修改 Revision Made	
	頁次 Page Number	所作修改 Revision Made
2025年9月23日 23rd September 2025	10-11	更新賣方及有參與期數的其他人的資料。 Update the information on vendor and others involved in the Phase.
	16	更新發展項目的所在位置圖。 Update the location plan of the Development.
	28, 30, 32, 34, 36, 38, 40, 40-2, 42	修訂期數的住宅物業的樓面平面圖。 Revise the floor plans of residential properties in the Phase.
	93-98, 100, 105-118, 120-122, 125-128, 130-133, 135-143, 145-147, 149-153, 156-163, 165-170, 173-175, 177	修訂裝置、裝修物料及設備。 Revise the fittings, finishes and appliances.

