

14. 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. 發展項目的公用部分

「公用地方與設施」統指「屋苑公用地方與設施」及「住宅公用地方與設施」，並在適用的情況下包括《建築物管理條例》（第344章）附表1所列舉的適當及相關公用部分及如個別處置車場的單位時，在有關副公契或契約內所定義的該等在車場的公用地方及設施。

「屋苑公用地方與設施」指擬供屋苑整體而並非只供其任何部分公用及共享的屋苑部分與設施，受公契的條款所約束及所有現存的權利及通行權所規限，每位擁有人及佔用人可與其他屋苑擁有人及佔用人共用該等部分及設施，當中包括但不限於不屬於或不構成住宅公用地方、車場及住宅單位一部分的該等地基、柱、樑、樓板其他結構性支承物及部分、座落在該地段範圍內的斜坡及護土牆、提供安裝或使用天線廣播分導或電訊網絡設施的地方、管理員、看守員及管理職員的辦公室及/或櫃檯(如有的話)、「黃底色紅斜線面積」、所有在附於公契的圖則上顯示為「屋苑公用地方」的部分、公共天線、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、機械設備和其他類似的裝置、設施或服務，以及由首位擁有人按照公契的條款在任何時候指定用作「屋苑公用地方與設施」的其他額外地方、裝置及設施。

僅為識別目的，附於公契並顯示該「黃底色紅斜線面積」位置的圖則附於本章最後部分。有關「黃底色紅斜線面積」的詳情，請參考本售樓說明書「批地文件的摘要」第8及9段。

「住宅公用地方與設施」指擬供住宅發展整體而並非只供個別住宅單位公用及共享的住宅發展部分與設施，包括但不限於並非屬於「屋苑公用地方」或住宅單位部分的屋苑外牆 (包括其建築鱗片及裝飾、毗連住宅單位的冷氣機平台(包括其百葉窗(如有的話))，或指定用作該用途的其他地方(如有的話)、屋苑之玻璃幕牆結構 (不包括(i)玻璃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，而上述可開啟部分及玻璃嵌板構成有關住宅單位的部分)，但不包括露台、工作平台、平台或構成相關住宅單位的指明天台部分的玻璃欄杆、金屬欄杆或欄杆、康樂地方與設施、「綠底色紅斜線面積」、所有在附於公契的圖則上顯示為「住宅公用地方」的部分、所有升降機、電線、電纜、導管、喉管、排水渠、位於康樂地方與設施的運動及康樂設施、專屬住宅發展的所有機電裝置及設備，以及由首位擁有人按照公契的條款在任何時候指定用作「住宅公用地方與設施」的其他地方、裝置及設施，但不包括位於29樓A單位，30樓A單位，及31樓及32樓A單位(複式單位)之內或之中的個別消防喉轆及相關防火系統，每個所述的消防喉轆及相關防火系統須屬於及構成相關住宅單位一部分。

僅為識別目的，附於公契並顯示該「綠底色紅斜線面積」位置的圖則附於本章最後部分。有關「綠底色紅斜線面積」的詳情，請參考本售樓說明書「批地文件的摘要」第8及9段。

2. 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

<div>室樓層*</div>	A	B	C	D
5樓	13,283份中的其1,000,000份中的301,783份中的其3,950份中的166份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的98份	13,283份中的其1,000,000份中的107,443份中的其1,465份中的112份	13,283份中的其1,000,000份中的107,443份中的其1,465份中的162份
6樓	13,283份中的其1,000,000份中的301,783份中的其3,950份中的166份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的97份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的113份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的163份
7樓	13,283份中的其1,000,000份中的301,783份中的其3,950份中的166份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的97份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的113份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的163份

<div>室樓層*</div>	A	B	C	D
8樓	13,283份中的其1,000,000份中的393,959份中的其5,179份中的166份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的97份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的113份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的163份
9樓	13,283份中的其1,000,000份中的107,443份中的其1,465份中的166份	13,283份中的其1,000,000份中的107,443份中的其1,465份中的97份	13,283份中的其1,000,000份中的107,443份中的其1,465份中的113份	13,283份中的其1,000,000份中的107,443份中的其1,465份中的163份
10樓	13,283份中的其1,000,000份中的301,783份中的其3,950份中的166份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的97份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的113份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的163份
11樓	13,283份中的其1,000,000份中的301,783份中的其3,950份中的166份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的97份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的113份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的163份
12樓	13,283份中的其1,000,000份中的393,959份中的其5,179份中的166份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的97份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的113份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的163份
15樓	13,283份中的其1,000,000份中的393,959份中的其5,179份中的166份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的97份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的113份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的163份
16樓	13,283份中的其1,000,000份中的393,959份中的其5,179份中的166份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的97份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的113份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的163份
17樓	13,283份中的其1,000,000份中的196,815份中的其2,689份中的166份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的97份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的113份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的163份
18樓	13,283份中的其1,000,000份中的196,815份中的其2,689份中的166份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的97份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的113份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的163份

14. 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

室樓層*	A	B	C	D
19樓	13,283份中的其1,000,000份中的393,959份中的其5,179份中的166份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的97份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的113份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的163份
20樓	13,283份中的其1,000,000份中的393,959份中的其5,179份中的166份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的97份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的113份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的163份
21樓	13,283份中的其1,000,000份中的393,959份中的其5,179份中的166份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的97份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的113份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的163份
22樓	13,283份中的其1,000,000份中的393,959份中的其5,179份中的166份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的97份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的113份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的163份
23樓	13,283份中的其1,000,000份中的196,815份中的其2,689份中的166份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的97份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的113份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的163份
25樓	13,283份中的其1,000,000份中的196,815份中的其2,689份中的166份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的97份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的113份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的163份
26樓	13,283份中的其1,000,000份中的107,443份中的其1,465份中的166份	13,283份中的其1,000,000份中的107,443份中的其1,465份中的97份	13,283份中的其1,000,000份中的107,443份中的其1,465份中的113份	13,283份中的其1,000,000份中的107,443份中的其1,465份中的163份
27樓	13,283份中的其1,000,000份中的301,783份中的其3,950份中的166份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的97份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的113份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的163份
28樓	13,283份中的其1,000,000份中的301,783份中的其3,950份中的166份	13,283份中的其1,000,000份中的301,783份中的其3,950份中的97份	13,283份中的其1,000,000份中的107,443份中的其1,465份中的113份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的163份

室樓層*	A	B	C	D
29樓	13,283份中的其1,000,000份中的393,959份中的其5,179份中的259份	13,283份中的其1,000,000份中的196,815份中的其2,689份中的257份	-	-
30樓	13,283份中的其1,000,000份中的301,783份中的其3,950份中的259份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的256份	-	-
31樓及32樓(複式)	13,283份中的其1,000,000份中的301,783份中的其3,950份中的469份	13,283份中的其1,000,000份中的393,959份中的其5,179份中的465份	-	-

*不設4樓、13樓、14樓及24樓。

3. 發展項目的管理人的委任年期
- 管理人首屆任期由簽訂公契日期起計兩年，其後續任至按公契的條文終止其管理人的委任為止。
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，以分擔發展項目的管理開支（包括管理人費用）。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發展項目內所有住宅單位的總管理份數的比例相同。
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住宅管理預算案釐定而須繳交的三個月管理費。
6. 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：

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。

14. 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

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14. 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. The common parts of the development

“Common Areas and Facilities” means collectively the Estate Common Areas and Facilities and the Residential Common Areas and Facilities and, where applicable, includes those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap. 344) and in the event Units in the Car Park are disposed of individually, such Car Park common areas and facilities as shall be defined in the relevant Sub-Deed or Deeds.

“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 not just 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 and facilities include but not limited to the foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Residential Common Areas, the Car Park and the Residential Units, the Slopes and Retaining Walls which fall within the Lot, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, office and/or counter for caretaker, watchman and management staff (if any), the Yellow Hatched Red Area, all those areas shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant, communal aerial, 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; and such additional areas, devices and facilities of the Estate as may at any time be designated as the Estate Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

For the purpose of identification only, the plans annexed to the Deed of Mutual Covenant showing the location of the Yellow Hatched Red Area are appended hereto at the end of this Section. For the details of the Yellow Hatched Red Area, please refer to paragraphs 8 and 9 of the Summary of Land Grant in this sales brochure.

“Residential Common Areas and Facilities” means those parts and facilities 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 this Deed 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 the external walls of the Estate not forming part of the Estate Common Areas or the Residential Units including the architecture fins and features thereon, the air-conditioner platforms (including the louvers thereof (if any)) adjacent to the Residential Units or such other area(s), if any, as may be designated for that purpose, the curtain wall structures of the Estate (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) BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of roofs which form parts of the relevant Residential Units, the Recreational Areas and Facilities, the Green Hatched Red Area, all those areas shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant, all lifts, wires, cables, ducts, pipes, drains, the sports and recreational facilities in the Recreational Areas and Facilities, all mechanical and electrical installations and equipment exclusively for the Residential Development, and such additional areas, devices and facilities of the Estate as may at any time be designated as the Residential Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant BUT excluding the respective hose reels and the related fire fighting system situated inside or within Flat A on 29th floor, Flat A on 30th floor and Flat A on 31st floor and 32nd floor (Duplex unit), each of which said hose reels and related fire fighting system shall belong to and form part of the relevant Residential Unit.

For the purpose of identification only, the plans annexed to the Deed of Mutual Covenant showing the location of the Green Hatched Red Area are appended hereto at the end of this Section. For the details of the Green Hatched Red Area, please refer to paragraphs 8 and 9 of the Summary of Land Grant in this sales brochure.

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

Flat Floor*	A	B	C	D
5/F	166/3,950 of and in 301,783/1,000,000 of 13,283	98/3,950 of and in 301,783/1,000,000 of 13,283	112/1,465 of and in 107,443/1,000,000 of 13,283	162/1,465 of and in 107,443/1,000,000 of 13,283
6/F	166/3,950 of and in 301,783/1,000,000 of 13,283	97/3,950 of and in 301,783/1,000,000 of 13,283	113/2,689 of and in 196,815/1,000,000 of 13,283	163/2,689 of and in 196,815/1,000,000 of 13,283
7/F	166/3,950 of and in 301,783/1,000,000 of 13,283	97/3,950 of and in 301,783/1,000,000 of 13,283	113/3,950 of and in 301,783/1,000,000 of 13,283	163/3,950 of and in 301,783/1,000,000 of 13,283
8/F	166/5,179 of and in 393,959/1,000,000 of 13,283	97/5,179 of and in 393,959/1,000,000 of 13,283	113/2,689 of and in 196,815/1,000,000 of 13,283	163/2,689 of and in 196,815/1,000,000 of 13,283
9/F	166/1,465 of and in 107,443/1,000,000 of 13,283	97/1,465 of and in 107,443/1,000,000 of 13,283	113/1,465 of and in 107,443/1,000,000 of 13,283	163/1,465 of and in 107,443/1,000,000 of 13,283
10/F	166/3,950 of and in 301,783/1,000,000 of 13,283	97/3,950 of and in 301,783/1,000,000 of 13,283	113/3,950 of and in 301,783/1,000,000 of 13,283	163/3,950 of and in 301,783/1,000,000 of 13,283
11/F	166/3,950 of and in 301,783/1,000,000 of 13,283	97/3,950 of and in 301,783/1,000,000 of 13,283	113/3,950 of and in 301,783/1,000,000 of 13,283	163/3,950 of and in 301,783/1,000,000 of 13,283
12/F	166/5,179 of and in 393,959/1,000,000 of 13,283	97/5,179 of and in 393,959/1,000,000 of 13,283	113/5,179 of and in 393,959/1,000,000 of 13,283	163/5,179 of and in 393,959/1,000,000 of 13,283
15/F	166/5,179 of and in 393,959/1,000,000 of 13,283	97/5,179 of and in 393,959/1,000,000 of 13,283	113/5,179 of and in 393,959/1,000,000 of 13,283	163/5,179 of and in 393,959/1,000,000 of 13,283
16/F	166/5,179 of and in 393,959/1,000,000 of 13,283	97/5,179 of and in 393,959/1,000,000 of 13,283	113/5,179 of and in 393,959/1,000,000 of 13,283	163/5,179 of and in 393,959/1,000,000 of 13,283

Flat Floor*	A	B	C	D
17/F	166/2,689 of and in 196,815/1,000,000 of 13,283	97/2,689 of and in 196,815/1,000,000 of 13,283	113/2,689 of and in 196,815/1,000,000 of 13,283	163/2,689 of and in 196,815/1,000,000 of 13,283
18/F	166/2,689 of and in 196,815/1,000,000 of 13,283	97/2,689 of and in 196,815/1,000,000 of 13,283	113/3,950 of and in 301,783/1,000,000 of 13,283	163/3,950 of and in 301,783/1,000,000 of 13,283
19/F	166/5,179 of and in 393,959/1,000,000 of 13,283	97/5,179 of and in 393,959/1,000,000 of 13,283	113/3,950 of and in 301,783/1,000,000 of 13,283	163/3,950 of and in 301,783/1,000,000 of 13,283
20/F	166/5,179 of and in 393,959/1,000,000 of 13,283	97/5,179 of and in 393,959/1,000,000 of 13,283	113/5,179 of and in 393,959/1,000,000 of 13,283	163/5,179 of and in 393,959/1,000,000 of 13,283
21/F	166/5,179 of and in 393,959/1,000,000 of 13,283	97/5,179 of and in 393,959/1,000,000 of 13,283	113/5,179 of and in 393,959/1,000,000 of 13,283	163/5,179 of and in 393,959/1,000,000 of 13,283
22/F	166/5,179 of and in 393,959/1,000,000 of 13,283	97/5,179 of and in 393,959/1,000,000 of 13,283	113/5,179 of and in 393,959/1,000,000 of 13,283	163/5,179 of and in 393,959/1,000,000 of 13,283
23/F	166/2,689 of and in 196,815/1,000,000 of 13,283	97/2,689 of and in 196,815/1,000,000 of 13,283	113/2,689 of and in 196,815/1,000,000 of 13,283	163/2,689 of and in 196,815/1,000,000 of 13,283
25/F	166/2,689 of and in 196,815/1,000,000 of 13,283	97/2,689 of and in 196,815/1,000,000 of 13,283	113/2,689 of and in 196,815/1,000,000 of 13,283	163/2,689 of and in 196,815/1,000,000 of 13,283
26/F	166/1,465 of and in 107,443/1,000,000 of 13,283	97/1,465 of and in 107,443/1,000,000 of 13,283	113/1,465 of and in 107,443/1,000,000 of 13,283	163/1,465 of and in 107,443/1,000,000 of 13,283
27/F	166/3,950 of and in 301,783/1,000,000 of 13,283	97/3,950 of and in 301,783/1,000,000 of 13,283	113/5,179 of and in 393,959/1,000,000 of 13,283	163/5,179 of and in 393,959/1,000,000 of 13,283
28/F	166/3,950 of and in 301,783/1,000,000 of 13,283	97/3,950 of and in 301,783/1,000,000 of 13,283	113/1,465 of and in 107,443/1,000,000 of 13,283	163/5,179 of and in 393,959/1,000,000 of 13,283

Flat Floor*	A	B	C	D
29/F	259/5,179 of and in 393,959/1,000,000 of 13,283	257/2,689 of and in 196,815/1,000,000 of 13,283	–	–
30/F	259/3,950 of and in 301,783/1,000,000 of 13,283	256/5,179 of and in 393,959/1,000,000 of 13,283	–	–
31/F & 32/F (Duplex)	469/3,950 of and in 301,783/1,000,000 of 13,283	465/5,179 of and in 393,959/1,000,000 of 13,283	–	–

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

3. 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.

4. 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 contribute towards the Management Expenses (including the Manager's Fee) of the development by paying 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.

5. 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 Residential Management Budget.

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

Not applicable.

Remarks:

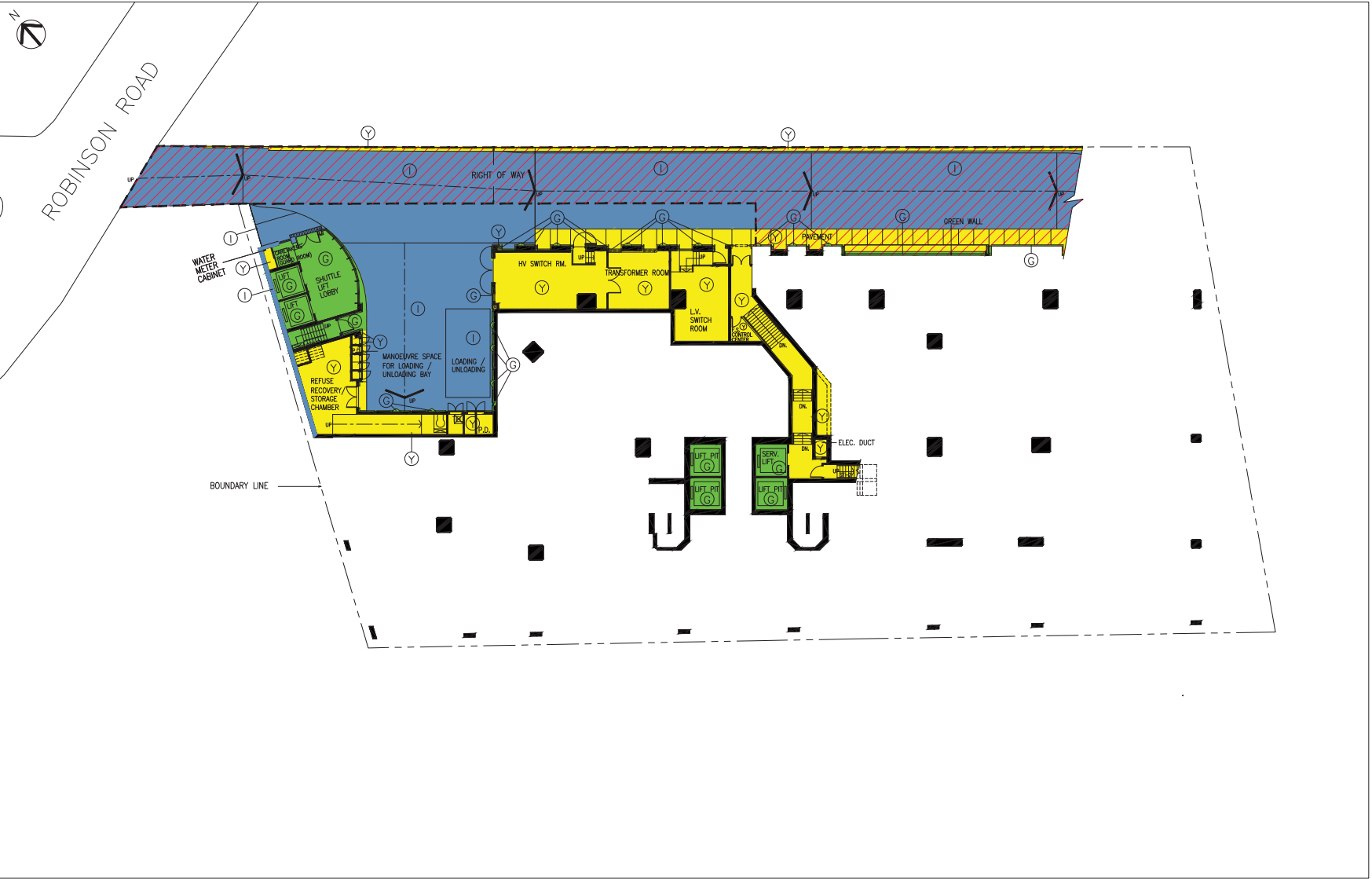
Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the Deed of Mutual Covenant.

14. 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

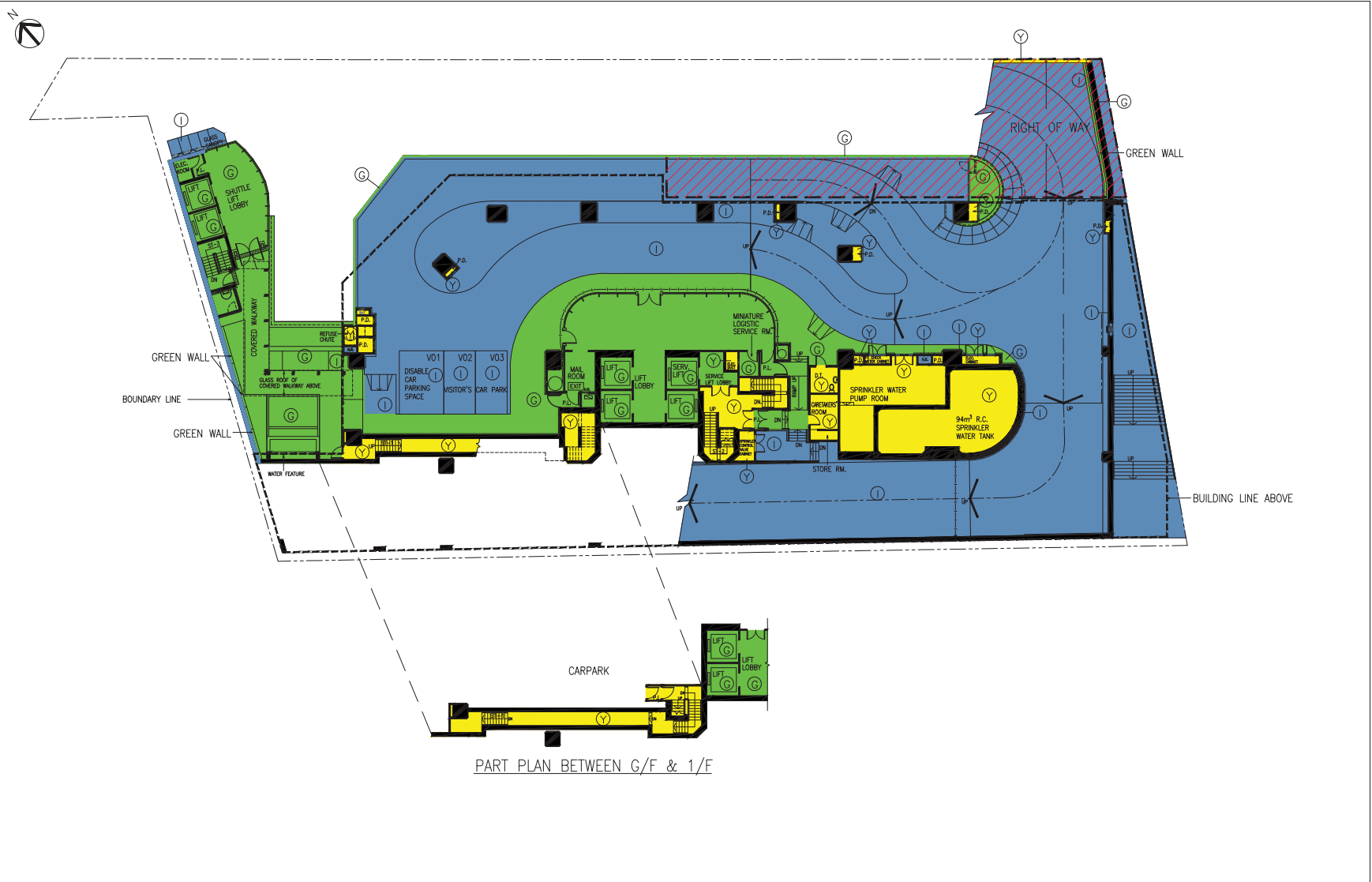
兩幅摘自公契的圖則顯示「黃底色紅斜線面積」及「綠底色紅斜線面積」。
Two plans are extracted from the Deed of Mutual Covenant showing the Yellow Hatched Red Area and the Green Hatched Red Area.

低層地下平面圖
LOWER GROUND FLOOR PLAN



- 圖例
LEGEND :
- 屋苑公用地方
Estate Common Areas
 - 住宅公用地方
Residential Common Areas
 - 停車場
Car Park
 - 通行權(構成屋苑公用地方一部分的「黃底色紅斜線面積」)
Right of Way
(Yellow Hatched Red Area forming part of Estate Common Areas)
 - 通行權(構成住宅公用地方一部分的「綠底色紅斜線面積」)
Right of Way
(Green Hatched Red Area forming part of Residential Common Areas)
 - 通行權(構成停車場一部分的「藍底色紅斜線面積」)
Right of Way
(Indigo Hatched Red Area forming part of Car Park)

地下平面圖
GROUND FLOOR PLAN



- 圖例
LEGEND :
- 屋苑公用地方
Estate Common Areas
 - 住宅公用地方
Residential Common Areas
 - 停車場
Car Park
 - 通行權(構成屋苑公用地方一部分的「黃底色紅斜線面積」)
Right of Way
(Yellow Hatched Red Area forming part of Estate Common Areas)
 - 通行權(構成住宅公用地方一部分的「綠底色紅斜線面積」)
Right of Way
(Green Hatched Red Area forming part of Residential Common Areas)
 - 通行權(構成停車場一部分的「藍底色紅斜線面積」)
Right of Way
(Indigo Hatched Red Area forming part of Car Park)