A. 發展項目的公用部分

「**公用地方與設施**」統指公用地方及公用設施。

「**公用地方**」統指屋苑公用地方及住宅公用地方，及如商業發展內的單位個別出售，將包括有關商業發展的副公契內所定義為於商業發展的公用地方。

「**公用設施**」統指屋苑公用設施及住宅公用設施，及如商業發展內的單位個別出售，將包括有關商業發展的副公契內所定義為商業發展的公用設施。

「**屋苑公用地方及設施**」統指屋苑公用地方及屋苑公用設施。

「**屋苑公用地方**」指擬供屋苑整體共用及共享而並非只供任何個別單位或個別部份使用及享用的屋苑部份，受制於公契條款及所有現存的權利及通行權，每一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部份，該等部份包括但不限於：-

(a) 於不屬於或構成商業發展或住宅發展一部份的地基、柱、樑、樓板及其他結構性支承物及元素；
(b) 斜坡及護土牆部份(如有的話)；
(c) 提供共用而安裝或使用天線廣播分導或電訊網絡設施的地方，但構成商業發展或住宅公用地方一部份的地方除外；
(d) 屋苑公用地方(通行權)；
(e) 外牆排水管，以及為着檢查及維修該外牆排水管所需的通道及工作空間(如有的話)；
(f) 所有位於屋苑地下的渠道及排水渠及其沙井蓋，並於公契所夾附的圖則以黃色顯示(僅作識別之用)；
(g) 所有並非構成商業發展或住宅發展部分的屋苑外牆部分、玻璃幕牆、簷蓬、建築特色、百葉窗板及欄杆(如有的話)並於公契所夾附的圖則以黃色顯示(僅作識別之用)；
(h) 所有在公契所夾附的圖則以黃色及黃色加藍斜線顯示(僅作識別之用)的部分及地方；及
(i) 由首位擁有人在任何時候按照公契條款指定作為屋苑公用地方的額外屋苑地方；

但(為免存疑)並不包括住宅公用地方及如商業發展內的單位個別出售，有關商業發展的副公契內所定義為於商業發展的公用地方及倘若情況適當，如 (i) 任何《建築物管理條例》第 2 條所列出「公用部分」的定義之 (a) 段所包含的屋苑部分或 (ii) 任何《建築物管理條例》附表 1 所指明並包含於《建築物管理條例》第 2 條所列出「公用部分」的定義之 (b) 段的部分也被上文所提供之條款所涵蓋，該等部分將被視作已被包括為及構成屋苑公用地方一部分。

「**屋苑公用地方(通行權)**」指所有在公契所夾附的圖則以黃色加藍斜線顯示(僅作識別之用) 的屋苑部分及地方。

「**屋苑公用設施**」指擬供屋苑整體共用及共享而並非只供任何個別單位或個別部份使用及享用的屋苑內所有設施，受制於公契條款，每一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，當中包括但不限於共用天線、所有訊號接收器、污水管、排水渠、雨水渠、水道、電纜、水管、管道(包括但不限於便溺污水及廢水處置和雨水管)、電線、管槽、總沖廁水管、總食水管、閉路電視及其他基於保安理由而安裝於屋苑公用地方的設施及設備、機器及機械和位於屋苑內的其他類似的裝置、設施或服務、變壓房、電纜設備及為屋苑提供電力的相關設施及輔助電力裝置及設施及首位擁有人在任何時候按照公契條款所指定作為屋苑公用設施的該等供屋苑整體使用的額外裝置及設施。

「**住宅公用地方與設施**」統指住宅公用地方及住宅公用設施。

「**住宅公用地方**」指擬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住宅發展部份，受制於公契條款及所有現存的權利及通行權，每一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部份，該等部份包括但不限於：

(a) 提供安裝或使用天線廣播分導或電訊網絡設施的地方但構成商業發展或屋苑公用地方一部份的地方除外；
(b) 康樂地方及設施；
(c) 平台花園；
(d) 保養及維修通道；
(e) 於屋苑 2樓以下的外牆部份、玻璃幕牆、簷篷、建築特色、百葉窗板及欄杆(如有的話) 並於公契所夾附的圖則以綠色顯示(僅作識別之用)；
(f) 於屋苑 2樓及以上並非構成住宅單位或屋苑公用地方的之外牆部份，包括但不限於：
    (1) 在其上的建築鰭片及特色；
    (2) 屋苑的玻璃幕牆結構包括但不限於豎框及面版(除卻 (i) 玻璃幕牆結構可開啟的部份；及 (ii) 完全包圍或面向住宅單位的玻璃嵌板，而上述可開啟部份及玻璃嵌板屬於有關住宅單位的部份)。而為免存疑，任何構成屋苑的玻璃幕牆結構一部份而並非完全包圍一個住宅單位而是申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份；

但不包括：

構成相關住宅單位一部份的露台、工作平台、安放冷氣機地方、私人平台或私人天台的玻璃欄杆、金屬欄杆或欄杆及構成和連接相關住宅單位一部份，毗鄰位於露台及 /或工作平台假天花的鋁製格柵；

(g) 所有在公契所夾附的圖則上以綠色、綠色加黑斜線及綠色加黑點顯示(僅作識別之用) 的部分及地方；及
(h) 由首位擁有人在任何時候按照公契條款指定作為住宅公用地方的額外住宅公用地方；

倘若情況適當，如 (i) 任何《建築物管理條例》第 2 條所列出「公用部分」的定義之 (a) 段所包含的住宅發展部分或 (ii) 任何《建築物管理條例》附表 1 所指明並包含於《建築物管理條例》第 2 條所列出「公用部分」的定義之 (b) 段的部分也被上文所提供之條款所涵蓋，該等部分將被視作已被包括為及構成住宅公用地方一部分。

「**住宅公用設施**」指擬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所有設施，受制於公契條款，每一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住宅公用地方指定的所有升降機、電線、電纜、管槽、水管、管道(包括但不限於便溺污水及廢水處置和雨水管)、排水渠、閉路電視及其他基於保安理由而安裝於住宅公用地方的設施及設備、位於康樂地方及設施的運動及康樂設施及所有專屬住宅發展的機電裝置及設備，以及由首位擁有人在任何時候按照公契條款所指定作為住宅公用設施的該等供住宅發展整體使用的額外裝置及設施。

B. 分配予發展項目中的每個住宅物業的不分割份數的數目

樓層*	單位						
	A	B	C	D	E	F	G
3樓	538	232	318	288	293	450	432
5樓 -29樓	555	261	349	318	321	400	395
30樓	954	505	775				
31樓	1068	543	826				

*備註 : 不設 4樓、13樓、14樓及 24樓。

C. 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管理人的委任為止。

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

每名住宅單位擁有人應按照公契訂明的方式、金額和比例，根據其住宅單位的管理份數和公契訂明的準則，分擔發展項目的管理費(包括管理人費用)。分配予每個住宅單位的管理份數的數目與上述第 2段列出的住宅單位的不分割份數的數目相同。

此外，按照一份由管理人就專為開放式廚房單位而實施及履行的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就有關的估算開支，每月向管理人繳付按照分配給其單位的管理份數比例而應繳的份額，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。

E. 計算管理費按金的基準

管理費按金的金額相等於擁有人就其住宅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。

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：
1. 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中的涵義相同。
2. 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，並且可在支付必要的影印費用後獲取副本。

A. The common parts of the development

"**Common Areas and Facilities**" means collectively the "Common Areas" and the "Common Facilities".

"**Common Areas**" means the Estate Common Areas and the Residential Common Areas, and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common areas as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"**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 as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"**Estate Common Areas and Facilities**" means collectively the Estate Common Areas and the Estate Common Facilities

"**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 Commercial Development or the Residential Development;
(b) the Slopes and Retaining Walls (if any);
(c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Commercial Development or the Residential Common Areas;
(d) the Estate Common Areas (Right of Way);
(e) the External Drainage Pipes together with the access and working space (if any) for inspection and maintenance thereof;
(f) all those channels and drainage and their cover on the ground floor of the Estate, which for the purpose of identification only are shown and coloured yellow on the plan annexed to the Deed of Mutual Covenant;
(g) all those parts of the external walls of the Estate, curtain walls, canopy, architectural features, louvers and railings, if any, not forming part of the Commercial Development or the Residential Development and for the purpose of identification only as shown and coloured yellow on the plans annexed to the Deed of Mutual Covenant;
(h) all those parts and areas of the Estate which for the purpose of identification only are shown and coloured yellow and yellow hatched blue on the plans annexed to the Deed of Mutual Covenant; and
(i) such additional areas of and within the Estate as may at any time be designated as Estate Common Areas by the First Owner in accordance with the provisions of the Deed of Mutual Covenant;

BUT (for the avoidance of doubt) excluding the Residential Common Areas and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common areas as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development 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 Building Management Ordinance, or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance 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.

"**Estate Common Areas (Right of Way)**" means all those parts and areas of the Estate which for the purpose of identification only are shown coloured yellow hatched blue on the plan annexed to the Deed of Mutual Covenant.

"**Estate Common Facilities**" means all those facilities in 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, cables, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), wires, ducts, flushing mains, fresh water mains, close-circuit television ("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, transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities situated within the Estate for the supply of electricity to the Estate and such additional devices and facilities of the Estate serving the Estate as a whole 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.

"**Residential Common Areas and Facilities**" means collectively the Residential Common Areas and the Residential Common Facilities

"**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 and all subsisting rights and rights of way 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) such areas for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Commercial Development or the Estate Common Areas;
(b) the Recreational Areas and Facilities;
(c) the podium garden;
(d) the Maintenance and Repair Access;
(e) those parts of the external walls, curtain walls, canopy, architectural features, louvers and railings, if any, below the 2nd floor of the Estate which for the purpose of identification only as shown and coloured green on the plans annexed to the Deed of Mutual Covenant;
(f) those parts of the external walls at and above the 2nd floor of the Estate not forming part of the Residential Units or the Estate Common Areas including but not limited to ; -
    (1) the architecture fins and features thereon;
    (2) 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, utility platforms, areas for air-conditioner(s), private flat roofs or private roofs which form parts of the relevant Residential Units and the aluminium grilles adjoining the false ceiling at the balconies and/or utility platforms held with and form part of the relevant Residential Units;
(g) all those parts and areas for the purpose of identification only as shown and coloured green, green hatched black and green stippled black on the plans annexed to the Deed of Mutual Covenant; and;
(h) such additional areas as may at any time be designated as Residential Common Areas by the First Owner in accordance with the provisions of the Deed of Mutual Covenant,

PROVIDED THAT, where appropriate, if (i) any parts of the Residential Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance, or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance 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.

"**Residential Common Facilities**" means all those facilities 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, pipe works (including but not limited to the soil and wastewater disposal and stormwater 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 Areas and Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development and such additional devices and facilities of the Residential Development as may at any time be designated as 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

Floor*	Flat						
	A	B	C	D	E	F	G
3/F	538	232	318	288	293	450	432
5/F-29/F	555	261	349	318	321	400	395
30/F	954	505	775				
31/F	1068	543	826				

* 4/F, 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 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

Each Owner of a Residential Unit shall contribute towards the Management Charges (including Manager's Fee) in such manner, amount and proportion as provided in the Deed of Mutual Covenant by reference to the Management Units allocated to his Residential Unit and the principles provided in the Deed of Mutual Covenant. The number of Management Units allocated to a Residential Unit is the same as the number of Undivided Shares as set out in paragraph 2 above.

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 relevant 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.

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

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

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

Not applicable.

Remarks:

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 Deed of Mutual Covenant.
2. For full details, please refer to the latest draft Deed of Mutual Covenant which is free for inspection during opening 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.