

# DEED OF RESTRICTIONS

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PART 1  
**INTRODUCTION**

\_\_\_\_ (Subdivision Name) \_\_\_\_\_ (hereinafter, referred to as the “Subdivision”) is a themed residential subdivision with \_\_\_\_ (Subdivision Theme) \_\_\_\_\_ inspired architecture and landscape designs.

This Deed of Restrictions embodies mutually beneficial restrictions which shall constitute as lien upon each lot/house & lot in the Subdivision and shall inure to and bind all parties owning or holding title, right or interest in and to any lot/house & lot or any right or interest in the Subdivision for the purpose of enhancing and preserving the quality and, aesthetic value of the Subdivision. This Deed of Restrictions likewise provides exceptional standards for design and construction of all houses, improvements or structures in the Subdivision to ensure the attainment of quality and design excellence.

PART 2  
**DEFINITION OF TERMS**

2.1 Whenever used in this Deed of Restrictions, the following terms shall have the following meanings unless the context specifies or requires otherwise:

- (a) **“Alleys”** shall mean the clear public space defined by the Deed of Restrictions that separates a lot from another lot dedicated to the public or for the public to be used as passage way, landscape area, means for securing the Subdivision and/or access for present or future underground utilities.
- (b) **“Amenities”** shall mean the clubhouse, pool, gazebos and other facilities in the open spaces occupying the Subdivision common areas intended for recreational purposes.
- (c) **“Balcony”** shall mean the landing or a concrete slab projecting from the exterior wall at the second or attic/mezzanine/loft of a building which serves as an outdoor usable space and/or a roof.
- (d) **“Building”** shall mean any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.
- (e) **“Common Areas or Open Spaces”** shall mean the roads, alleys, easement, sidewalks, parks and playgrounds, community facilities, perimeter fence, slope and such other areas within the Subdivision intended to be devoted for the use and enjoyment of the Homeowner may be determined by the DEVELOPER and as indicated as common areas in the subdivision plan submitted by the DEVELOPER to the HLURB. (*See Part 5: Condition of Property Ownership, Use and Occupancy*)
- (f) **“Construction Bond”** shall mean the fixed monetary fee deposited by the Homeowner to the DEVELOPER and/or HOA prior to the issuance of any Construction Permit which may be withheld or refunded in part or in whole after all penalties and rectification costs have been deducted to correct violations of the house, structure, landscaping or any house alteration/improvement due to the Homeowner’s violation of the Deed of Restrictions.
- (g) **“Construction Permit”** shall mean the permit issued by the DEVELOPER and/or HOA to serve as proof that the application for the house construction, addition, renovation, improvement, landscape, fencing etc. by the Homeowner has been approved and that the Construction Bond has already been deposited to the Developer.
- (h) **“Deed of Restrictions”** shall mean this Deed of Restrictions, including any and all amendments, appendices or supplements hereto which shall govern and prescribe the limitations, restrictions, guidelines and conditions on the use of lot/house and lot within the Subdivision, as may be amended and supplemented by the DEVELOPER.
- (i) **“Design Guidelines”** shall refer to the “Design Guidelines” attached to this Deed of Restrictions and made an integral part hereof, which outlines and illustrates the recommended physical, architectural and landscape characteristics of all structures in the Subdivision.
- (j) **“Developer”** shall mean (Company Name), its successors and assigns. Unless otherwise provided under this Deed of Restriction, in the event that the DEVELOPER is not the seller of the lot/house & lot in the Subdivision all the rights, obligations and interest of the seller shall pertain to the DEVELOPER for the purpose of the enforcement and implementation of this Deed of Restrictions.

- (k) **“Duplex”** shall mean the single structure that contains two (2) separate living units each of which has its separate lot and is separated from another by a common firewall and provided with independent access.
- (l) **“Easements”** shall mean the part of the Common areas outside the Homeowners Lot that provides a clear space defined by the Deed of Restrictions separating the Homeowner’s lot or saleable lot from the subdivision property line dedicated to be used as passage way, landscape area, means for securing the Subdivision and/or access for present or future underground utilities.
- (m) **“Estate Association”** shall mean the association of all homeowners or Property owners in various phases or segments of the Subdivision, or in a master planned community in which the Subdivision forms part, to be organized for the purpose of administering, managing and holding title to the common facilities, amenities, open spaces, and road lots in the Subdivision and/or master-planned community and for otherwise exercising or performing the powers and duties which shall be delegated and assigned to it hereunder or thereafter, and for such other purposes as may be necessary, incidental and convenient to the accomplishment of the said purposes.
- (n) **“Façade”** shall mean the front portion of the house facing, and can be viewed from, the street.
- (o) **“Firewall”** shall mean the wall without any opening and abuts the Property Line. It is constructed to prevent the spread of fire and designed in compliance with the requirements of the National Building Code.
- (p) **“Future Development”** shall mean the areas reserved for eventual development into lot/s, roads, open space, utilities, or for such other purpose as may be solely determined by the DEVELOPER, which may or may not form part of the Subdivision. Notwithstanding the delineation of such areas, nothing herein shall limit the right of the DEVELOPER to designate and identify other areas in or outside the Subdivision as areas for Future Development.
- (q) **“HLURB”** shall mean the Housing and Land Use Regulatory Board.
- (r) **“Homeowner”** shall mean the registered owner or any person or entity holding title to the Property within the Subdivision and/or having an accompanying right (to the extent provided herein) to use, or benefit from, the common areas; or the buyer stated under the Purchase Documents or co-owner, assignee, successor-in-interest, mortgagee, lessee, tenant, occupant or officer, director or guest of any person or entity holding title or interest in the Property or any other person actually occupying or using the Property and/or otherwise authorized to exercise all or some of the rights of the Homeowner under the terms and of an agreement or contract between them.
- (s) **“Homeowners’ Association (HOA)”** shall refer to the non-stock corporation or association organized by the DEVELOPER and/or the Homeowners of the Subdivision for the purpose of managing the Subdivision and for otherwise exercising or performing powers and duties which shall be delegated and assigned to it under this Deed and/or under any pertinent law, or such duties which may be agreed upon by the HOA with the DEVELOPER under separate contracts which may be executed by the parties from time to time.
- (t) **“House”** shall mean a detached or attached, enclosed and permanent residential structure, intended for habitation of a single family and containing facilities for living, sleeping, cooking and eating constructed on a single lot, and for which a certificate of occupancy has been issued by the applicable government authorities for the purpose of allowing the beneficial use and occupancy thereof by an Owner as residence. It is a component of the house and lot package within the Subdivision.
- (u) **“Lot”** shall mean the lot component of the house and lot package within the Subdivision, constituting a designated fractional part of the Subdivision as reflected in the subdivision plan submitted by the DEVELOPER to and approved by the HLURB.
- (v) **“Processing Fee”** shall mean a fixed monetary fee paid by the Homeowner to the Developer prior to the issuance of any Construction Permit which is non-refundable and serves as payment for the review and checking of the plans of any House, structure, landscaping, and alteration/improvements in compliance to the Deed of Restrictions.
- (w) **“Property”** shall mean to the lot and/or house and lot within the Subdivision.

- (x) **“Property Line”** shall mean the boundary of each Lot in the Subdivision as defined in the technical description inscribed on the transfer certificate of title covering the Lot.
- (y) **“Property Manager”** shall mean an individual or entity engaged or appointed by the Developer and/or the HOA to manage and administer residential subdivisions and/or commercial establishments, including the properties, facilities, amenities, machineries and equipment, tooling and other physical assets in the subdivision/establishment, primarily focusing on the Cleanliness, Security and Safety, General Management, Financial Management, Engineering and Maintenance of the subdivision/establishment, such as but not limited to, facilitation of statutory and regulatory requirements, enforcement of Subdivision rules, guidelines and restrictions, customer service, reportorial requirement and compliance and events management.
- (z) **“Purchase Documents”** shall mean all documents executed for the purchase and sale of a Property, such as, but not limited to, Reservation Agreement/Reservation Application, Contract to Sell, and Deed of Absolute Sale
- (aa) **“Setback”** shall mean a clear space declared by the Deed of Restriction defined from the Property Line of the Lot to the to the nearest outermost face of the structure, wall or column of a building for the purpose of landscaping, drainage, sewage and underground utilities only after which a house or a structure may be erected.
- (bb) **“Single Attached House”** shall mean a house with a firewall that abuts one side of the Property Line.
- (cc) **“Single Detached house”** shall mean a house that is completely separated by setbacks on all sides from any other structure, except its own garage or shed.
- (dd) **“Spine Road”** shall refer to the road that connects different phases or segments of the Subdivision or different subdivision within a master-planned community which has no direct access to and from any Property of the Homeowner.
- (ee) **“Spine Road Lot”** shall refer to the Lot with at least one Property Line adjacent to the Spine Road.
- (ff) **“Subdivision”** shall mean (Subdivision Name) and any other Phases, Expansions annexed to the current Subdivision.
- (gg) **“House Rules and Regulations (House Rules)”** shall mean the policies, guidelines, rules and regulations governing the use of the Common Areas and Open Spaces, and common facilities in the Subdivision; the administrative and operational guidelines of the Subdivision; and such other rules and regulations which the DEVELOPER and/or the HOA shall consider necessary for the efficient administration and maintenance of the Subdivision.
- (hh) **“Townhouse”** shall mean three or more separate living units combined into one structure with each residence occupying its own lot and separated by a common property line.

PART 3  
**HOMEOWNER**

3.1 Upon purchase of a Property and execution of Contract to Sell, the buyer of the Property shall automatically become a member of the Homeowners' Association and considered as Homeowner under this Deed of Restrictions. A Homeowner must abide by the provisions of this Deed of Restrictions, the House Rules and Regulations of the Subdivision and all such other guidelines, rules and regulations relating to the maintenance, management, sanitation, safety/security, construction and general welfare of the Subdivision.

Ownership of both the Lot and the House constructed on the Lot shall at all times pertain to one and the same person or entity.

PART 4  
**THE HOMEOWNER'S ASSOCIATION**

4.1 A Homeowners' Association ("HOA") shall be formed and organized pursuant to Presidential Decree No. 957 (PD957). The HOA shall constitute the sole management body of the Subdivision once the DEVELOPER formally turns over the management of the Subdivision to the HOA. Each Homeowner shall automatically be a member of the HOA subject to the terms and conditions stipulated in the By-Laws and Articles of Incorporation of the HOA. Membership in the HOA shall not be transferable separately from the Property to which it pertains and a transfer or conveyance of the Property shall automatically include the transfer and conveyance of membership in the HOA.

4.2 Without limiting the general nature of its powers, the HOA shall have the power to:

- i. enforce the limitations, restrictions and conditions contained in this Deed of Restriction;
- ii. promulgate rules and regulations concerning the use, enjoyment and occupancy of the Property and Common Areas, subject to the right of the DEVELOPER to determine which portion of the Common Areas shall be solely managed by the HOA and which portion of the Common Areas shall remain under the management of the DEVELOPER and/or subject to the supervision of the DEVELOPER, provided that any modification or alteration of the Common Areas or change in the use thereof shall at all times be under the sole discretion and determination of the DEVELOPER;
- iii. make and collect assessments against the Homeowners as members of the HOA to defray the costs and expenses for the management and maintenance of the Subdivision; and
- iv. to assign or delegate the actual day-to-day administration and management of the Subdivision to a property manager to be nominated by the DEVELOPER.

All of foregoing powers, rights and authorities of the HOA set forth under this Deed of Restrictions and as provided under PD957 and such other applicable laws, rules and regulations shall be exercised by, and pertain to, the HOA only after the management of the Subdivision is turned-over by the DEVELOPER to the HOA.

Provided that, all powers, rights and authorities which, as specifically provided under this Deed of Restrictions, are enforceable by both the DEVELOPER and/or the HOA, can only be exercised and enforced by the HOA after the turn-over of the management of the Subdivision to the HOA.

Provided further that notwithstanding the turn-over of the management of the Subdivision to the HOA, the DEVELOPER shall continue to have the rights and remedies it may have under the Purchase Documents or under the law, including such rights or remedies which remains to pertain with and enforceable by the DEVELOPER notwithstanding the turn-over of the management of the Subdivision to the HOA, as set forth under this Deed of Restriction, House Rules and Regulations and such other pertinent documents, policies, rules and regulations.

4.3 If the Subdivision is composed of various phases or segments, or forms part of a master planned community (the "Community") of the DEVELOPER and/or its affiliates and subsidiaries, the DEVELOPER is hereby expressly authorized and empowered to organize an association of all Property owners of the Subdivision and the Community which shall constitute the management body of the Community and shall be formed and organized to hold title, manage and administer the common facilities, amenities and the road lots of the Community and such other purposes as may be necessary, incidental and convenient to the accomplishment of said purposes. All the properties, business and affairs of the Estate Association shall be managed and administered by the Board of Directors whose powers, functions and duties shall be specified in and governed by the Articles of Incorporation and By-Laws of the Estate Association. The Articles of Incorporation and By-laws of the Estate Association shall not contain any provision contrary to or inconsistent with the Deed of Restrictions of the Subdivision and/or of the Community.

The Homeowner shall automatically become a member of the Estate Association and shall pay association dues or contribution as may be assessed by the Estate Association and at such rate determined by the Estate Association.

Membership in the Estate Association shall not be transferable separately from the Property to which it pertains and a transfer or conveyance of the Property shall automatically include the transfer or conveyance of membership in the Estate Association. The manner and procedure for voting shall be governed by the By-Laws of the Estate Association.

In lieu of the Estate Association, the DEVELOPER shall have the option to appoint an Estate Management Company for the purpose of managing and administering the common facilities, amenities and the road lots of the Community. The Homeowner shall pay the fees paid to the Estate Management Company as may be assessed by the DEVELOPER. In addition, the Homeowner shall comply with, and

be bound, by such rules and regulations that the Estate Management Company shall promulgate and implement in furtherance of its functions.

PART 5  
**OWNERSHIP, USE AND OCCUPANCY**

**Section 5.1. Use of Property**

- (a) The Property shall be used solely and strictly for Residential Purpose.

“Single Family” housing unit shall be constructed on a single Lot. It is strictly prohibited to construct a Duplex on a single Lot.

- (b) The Property and its appurtenant areas shall be maintained by the Homeowner in good and sanitary condition at all times. No noxious substance shall be stored and no offensive, immoral and/or illegal activity shall be carried out in the Property or Common Areas of the Subdivision.
- (c) A Homeowner is strictly prohibited to use the Lot or Property of other Homeowners or any vacant lot, other than the Property that the Homeowner owns, as parking space or area. It is likewise prohibited to use any Property within the Subdivision as access or right of way to and from any property outside the Subdivision for any purpose whatsoever unless with the prior written approval of the DEVELOPER and/or the HOA.

The Homeowner is strictly prohibited to open perimeter walls/fences within any portion of the Property or the Subdivision most especially if the same shall be used as ingress or egress to and from the Subdivision. In case of violation, the DEVELOPER and/or HOA shall have the right to extra-judicially close the opening without incurring liability to the Homeowner or any affected third person.

- (d) The Property or any portion thereof shall not be used for Commercial Purpose.

“*Commercial Purpose*” shall mean, but shall not be limited to, using the Property or a portion thereof as boarding house/rooms, sari-sari store; grocery store; hardware store; massage parlor; beer house; warehouse; gambling place; poultry, piggery, vulcanizing, welding, repair, junk, sash or steel workshop; or any other uses which shall be determined by the DEVELOPER and/or the HOA as commercial purpose.

- (e) A Homeowner and/or his guests are strictly prohibited to use the Lot or Property of other Homeowners or any vacant lot or the common areas/open spaces as a place for hang-out or as dwelling place, or to commit acts of vandalism or defacement thereto. Violations shall be dealt with in accordance with the pertinent rules of the DEVELOPER and/or the HOA or in accordance with the pertinent law.

**Section 5.2. Consolidation of Lot**

- (a) Two or more Lots belonging to one Homeowner may be used for the construction of single housing unit, in which case, all lots on which the housing unit is constructed shall be considered as a single lot for the application of this Deed of Restrictions and Design Guidelines.
- (b) A single Lot shall not be subdivided; however two (2) Lots may be consolidated into one.
- (c) Three (3) or more Lots may be consolidated and subdivided into a lesser number of lots, provided that none of the resulting lots shall be smaller in area than the smallest lot prior to consolidation, and provided further that the construction of housing unit/s on the subdivided lots shall be subject to the required setback provisions and coverage/plot ratio applicable per Lot as indicated in the Design Guidelines.
- (d) In all cases, the alteration of the lots shall be subject to the prior written approval of the DEVELOPER and shall be at the sole cost and expense of the Homeowner concerned.

**Section 5.3. Sale, Disposition and Lease of the Property**

- (a) Subject to the provisions and conditions of this Deed of Restrictions and the Purchase Documents, the Homeowner may sell, convey, transfer, assign or lease the Property and/or his/her/its interest therein, provided that the Homeowner shall submit to the DEVELOPER and the HOA an original or certified true copy of the conveyance or lease document/s executed by the parties within fifteen (15) days after execution thereof, otherwise, the Homeowner shall remain to be considered as the owner of the Property for the purpose of the enforcement of the provisions of this Deed of Restrictions and/or the Purchase Documents.
- (b) This Deed of Restrictions shall be deemed incorporated in any conveyance and lease document executed by the Homeowner with any third party. It is the obligation of the Homeowner to incorporate this Deed of Restrictions or the provisions hereof to the pertinent conveyance or lease documents, otherwise, the Homeowner shall remain to be considered as the owner of the Property for the purpose of the enforcement of the provisions of this Deed of Restrictions and/or the Purchase Documents.

#### **Section 5.4. Nuisance Activities**

No activity shall be permitted to exist or operate on any Property which may be or become detrimental to the utilization by any Homeowner of his Property or which may be or become an annoyance or nuisance to the other Homeowners or residents in the Subdivision.

#### **Section 5.5. Hazardous or Illegal Items and Activities**

It is strictly prohibited to bring in, store or maintain any contraband, effects of crime, explosives, or inflammable and combustible materials or any illegal materials or substance within the Property and in the Common Areas.

#### **Section 5.6. Property Maintenance and Waste Disposal**

- (a) In the interest of the public health and sanitation, the Homeowner shall keep and maintain the Property and Common Areas in a safe, clean, neat and sanitary condition and shall at all times comply with all laws, ordinances and regulations related to health and safety.
- (b) All garbage and trash shall be placed and kept in sanitary, covered containers subject to the design, color and garbage disposal systems specified by the DEVELOPER and/or the HOA. Garbage containers of respective Properties should always be kept inside until such time of scheduled collection and disposal. Segregation of waste into biodegradable and non-biodegradable waste will be strictly implemented. Burning of garbage and other waste materials within the Subdivision is strictly prohibited. The DEVELOPER and/or the HOA may impose fines and penalties for littering in the Subdivision.

Additional guidelines on Garbage Segregation are provided in the House Rules and Regulations.

- (c) The Homeowner shall also be responsible for the disposal or hauling of construction debris and/or rubbish used for their house improvements; bulk waste such as, but not limited to, broken furniture, defective appliances, damaged containers, and other items prohibited by the DEVELOPER and/or the HOA. For clarity these waste materials are not covered by, and not included in, the garbage collection service by the local government garbage disposal unit.
- (d) No soil, trees, plants or any other matter from the Property, Common Areas or from any other Property within the Subdivision shall be removed, cut, destroyed, relocated, or defaced without the prior written consent of the DEVELOPER.
- (e) Homeowner shall ensure that no weeds, underbrush or other unsightly vegetation grows more than six inches in height and remain on any part of the Property and no refuse, pile or unsightly objects shall be allowed to be placed to remain anywhere thereon. The DEVELOPER and/or the HOA shall give the Homeowner a period of five days from receipt of written notice within which to remove such weeds, underbrush or unsightly objects. Failure of which shall give the DEVELOPER and/or the HOA the right to enter the premises of the Property to cause such removal or rectification at the expense of the Homeowner.
- (f) The Homeowner shall not use the Property for any purpose that would result in the pollution of waterways or otherwise impair the ecological balance of the surrounding areas.

## Section 5.7. Utilities

- (a) The DEVELOPER shall enter into an agreement with duly licensed utility companies for the installation, operation, maintenance and administration of water distribution systems, water treatment facilities, deep wells, water reservoirs, sewage, treatment plants and/or water mains, as well as for the installation of cable, telephone, internet, wireless and power/electric connections, in the Subdivision. The Homeowner commits to abide by the policies, rules, and regulations set forth by the utility company concerned; and agree to pay such rates and charges as the said utility company shall charge. For avoidance of doubt, it is hereby expressly understood that the ownership of the water, cable, telephone, internet and power/electric facilities and equipment installed in the Subdivision do not form part of the Common Areas of the Subdivision nor become the property of the HOA or any Homeowner, and shall solely pertain to the utility company concerned. However, the lot or Property on which the said utilities are constructed and/or installed shall pertain to the DEVELOPER.
- (b) The written consent and approval of the DEVELOPER must first be secured by the HOA prior to entering into any agreement with utility companies and before any installations, operations, administration and maintenance of the utilities shall be made by the pertinent utility companies in the Subdivision. The required written consent and approval of the DEVELOPER shall likewise be secured by the HOA even after the turn-over of the management of the Subdivision to the HOA.
- (c) The Homeowner is STRICTLY prohibited to do, instruct, participate, or induce, any or all of the following:
- i. tap the water supply from the water mains without the written consent of the utility company concerned;
  - ii. cause any damage to the water mains or drainage system;
  - iii. install or repair the drainage or utility lines, and sewerage and septage facilities outside the Property without the written consent of the DEVELOPER or the utility company concerned, nor shall the Homeowner obstruct, cover, or destroy any drainage line, manholes or an inlet thereof;
  - iv. make any borings through the concrete curb or gutter without the consent of the DEVELOPER;
  - v. install booster pump without cistern or water reservoir, overhead tank or similar devices. In case of violation, the DEVELOPER reserves the right to cause the disconnection of water utilities to the Property of the HOMEOWNER and to impose appropriate penalties;
  - vi. install deep wells in the Property or in any property within the Subdivision;
  - vii. sell to any third party the water or any other mineral extracted from the Property;
  - viii. tap the power/electric lines, telecommunications and cable television connection, equipment and facilities of the utility company without the written consent of the utility company;
  - ix. cause damage, obstruction or alteration in the facilities, equipment of the power/electric lines, telecommunications and cable television connection, equipment and facilities of the utility company without the written consent of the utility company;
  - x. sell, lease or sublet to any third party any of the lines, connections and facilities of the utility company;
  - xi. to sell/export electric/energy to a distribution utility company, to the power grid, or to any buyer of electricity without the written consent of the DEVELOPER and/or the utility company concerned; and
  - xii. other prohibited acts concerning other utilities, such as cable, telephone, internet & power/electricity, which are stated in the *House Rules and Regulations*.
- (d) The Homeowner and/or the HOA shall allow public utility companies to conduct maintenance or development works as approved and required by the DEVELOPER.
- (e) Utility hand holes for electrical, water supply, telephone and cable lines are not transferable, and shall always remain unobstructed and accessible. Any request for removal/demolition of the hand holes and restoration thereof during servicing or installation shall be subject to the prior written approval of the DEVELOPER, and all expenses and damages incurred thereto shall be charged to the Homeowner who made such request.

## Section 5.8. Setbacks

- (a) Every Property is required to have an open space for landscaping purposes and easement for drainage, sewage, water and other utilities as may be deemed necessary in accordance with



the requirements of the National Building Code. The standard setback requirements are specifically provided under Part 4: Setbacks of the Design Guidelines.

#### **Section 5.9. Easements and Right of Way**

- (a) Homeowner must maintain the easements provided by the DEVELOPER within the Subdivision, including those located inside the Property, if any. It is prohibited to construct any form of building/structure or to do landscaping works on the easements provided by the DEVELOPER, whether temporary or permanent other than those required by the DEVELOPER for securing the Subdivision, public landscaping and for installations of drainage, sewage, water and other public utilities. All Homeowners with Properties adjacent to these easements are required to construct a perimeter wall within their respective Properties to delineate the division between their Property and the easement.
- (b) The Homeowner shall be bound by any right-of-way within the Subdivision or in any portion of the Subdivision which may have been granted by the DEVELOPER in favor of any person or entity.

#### **Section 5.10. Use of Common Areas**

- (a) Homeowners shall at all times peaceably use the Common Areas, and shall refrain from making or causing any improper noise or commit any act which shall cause any alarm or scandal or cause disturbance to public peace, or interfere with the use and enjoyment of the Common Areas and its appurtenant properties and facilities by other persons.
- (b) There shall be no stalled vehicles parked on any Common Area of the Subdivision, particularly on the Subdivision roads and streets for more than twenty four (24) hours, otherwise, the DEVELOPER and/or the HOA shall have the right to tow the vehicle at the expense of the concerned Homeowner and/or to impose such penalties provided under the House Rules and Regulations. Additional details are provided in the Subdivision House Rules.
- (c) Homeowner shall not dump or store construction materials, rubbish, garbage or other waste materials in the Common Areas and other properties within the Subdivision. The Homeowner shall provide necessary receptacles for said materials and garbage disposal systems subject to the design and color specified by the DEVELOPER and/or the HOA.
- (d) The DEVELOPER and/or the HOA or any of its representatives, shall have the right to pass through, enter or exit any property to access any easements, open spaces or alleys for any purpose, such as but not limited to repairs of utility connection, without need of consent from the Homeowner concerned.
- (e) Homeowner, whose Property is located adjacent to common areas such as parks or sports facilities, purchased the Property with full knowledge of its location and the potential hazard, disturbance and nuisance that may be caused to the Homeowner due to the location of the Property. As such, the DEVELOPER and/or the HOA shall not be liable to the Homeowner for all claims of nuisance, inconvenience, damages, losses or such other claims and complaints which may arise from, or can be attributed to, the use, design and location of the common areas in relation to the location of the Property

#### **Section 5.11. Use of Streets**

- (a) Sidewalks and pedestrian bikeway system in the Subdivision shall not be used as parking or passageway by any motor vehicle, except in case of extreme emergencies, sidewalks may be utilized to facilitate emergency passage.
- (b) Concrete mixing shall not be allowed on any portion of the Subdivision's concrete roads or paved sidewalks. Any and all materials for concrete mixing (e.g. sand, gravel, cement), or other construction materials, or equipment, shall not be placed along the road to avoid defacing, obstruction or clogging of the drainage system, or damage to the sidewalk, curbs, gutters, and roadways within the Subdivision.
- (c) It is strictly prohibited to undertake car repair and maintenance work on the roads/streets or anywhere within the Subdivision to avoid possible occurrence of oil or chemical spillage on the streets.
- (d) All sidewalks shall not be redesigned or reconstructed to serve as driveways/ramps for the use of Homeowners.

- (e) Road networks and alleys shall not be used as venue for recreation and social gatherings.
- (f) For the purpose of regulating the use of and access to all Subdivision roads/streets, the DEVELOPER and/or HOA may issue vehicle stickers to Homeowners and/or third parties, subject to submission of application forms and required documents and payment of corresponding fees. Other sticker classifications or entry permits for trucks, jeepneys, tricycles or other public vehicles may be issued at the discretion of and subject to the rules prescribed by the DEVELOPER and/or HOA.
- (g) The DEVELOPER and/or HOA shall promulgate and implement traffic rules and regulations and impose penalties for violation such rules and regulations. Traffic infractions and violations within the Subdivision shall be subject to appropriate action by DEVELOPER and/or HOA, without prejudice to the filing of applicable charges or referrals of complaints before appropriate office, agencies or courts for violation of pertinent laws and regulations.
- (h) Practice driving is strictly prohibited within the Subdivision.

**Section 5.12. Parking**

- (a) No vehicle shall be parked along any street at any time which will obstruct the egress and/or ingress of any Homeowner from and to his/her own Property, or the free flow of traffic with the Subdivision, except for the purpose of delivering supplies, furniture or construction materials and provided that it shall be for short period of time only in accordance with the rules, regulations or policies implemented or to be implemented by the Developer and/or HOA.
- (b) Parking of vehicles should be within the Homeowner's designated carport only or, in the absence thereof, parallel to the street in front of the Homeowner's Property only subject to the rules and regulations which may be promulgated or imposed by the DEVELOPER and/or the HOA related to street parking. Vehicles parked in violation of this provision and/or the rules and regulations of the Developer and/or the HOA shall be considered as obstruction to the flow of traffic and/or illegally parked and shall be towed at the expense of the Homeowner concerned.
- (c) Designated fire truck parking areas shall not be obstructed at all times. Any vehicle parked on the fire parking areas shall be considered as an obstruction and shall be towed at the expense of the Homeowner concerned.
- (d) Homeowners hereby irrevocably give their consent to the Developer and/or HOA and its designated agents to tow illegally parked vehicles at the expense of the Homeowner concerned, and the Developer and/or HOA shall not be liable to the Homeowners for any damage or losses which may arise in the performance of the authority herein given.
- (e) In case of illegal parking, the Developer and/or HOA shall notify the concerned Homeowner in writing giving the Homeowner a period of time within which to remove the illegally parked vehicle. In case the vehicle is owned by a guest of the Homeowner, any notice to the Homeowner concerned shall be deemed as sufficient notice to the owner of the vehicle, it being understood that it is the responsibility of a Homeowner to ensure that his/her guests shall comply with the Subdivision rules and regulations and with the provisions of the Deed of Restrictions.

Should the Homeowner and/or the vehicle owner fail to remove the illegally parked vehicle within the period given, the Developer and/or HOA shall have the right, and shall be deemed authorized, to tow or cause the towing of the vehicle. The Homeowner irrevocably gives his/her consent to the towing of illegally parked vehicle in the Subdivision and the same shall not be considered theft or carnapping.

In case a vehicle is towed, the Homeowner and/or the vehicle owner shall be notified of such fact in writing.

The Developer and/or HOA shall provide for the procedures and guidelines to effect lawful and proper towing of illegally parked vehicles within the Subdivision

**Section 5.13. Use of Amenities**

- (a) All Homeowners are entitled to the use and enjoyment of the Common Areas, facilities and amenities in the Subdivision and all other services provided or to be provided by the DEVELOPER and/or HOA. Such entitlement extends to the family and household members of the Homeowner and his/her/its co-owner. The use of the facilities and amenities in the

Subdivision shall be subject to the House Rules and Regulations implemented by DEVELOPER, HOA and/or the Property Manager of the Subdivision.

- (b) In the event that the DEVELOPER constructs or installs facilities or amenities in the Subdivision, such as, but not limited to swimming pool, playground, basketball court and clubhouse, the DEVELOPER shall, in no case, be responsible or liable, monetary or otherwise, for any accident, injuries, damages or losses which may occur thereon or may be sustained due to, or in the course of the use and enjoyment of such facility or amenity.

#### **Section 5.14. Use of Carports**

- (a) Homeowners should provide a designated carport for parking of vehicles within their Property subject to approval by the DEVELOPER and/or HOA. In no case shall the carport be used as livable space, activity area (living room, bedroom, entertainment room, gym and the like) or be utilized as utility or laundry space. Storage compartments in the form of cabinets or shelves used for storage of household tools may be placed in the carport area.

Additional requirements and details are provided in Part 7: House Improvements and Part 8: Carports, Vehicular Access and Driveways of the Design Guidelines.

#### **Section 5.15. Use of Service Areas**

- (a) No outdoor utility area, laundry or service yard shall be located along the side of the House fronting a street. Objects constructed or installed therein should not protrude above the fence height of the Property. If it is unavoidable to locate service areas where the same may be visible from the street, the service areas should be properly screened or obscured from public view or view from the street, using materials consistent with the overall aesthetic character of the Subdivision.
- (b) Permanent clothesline, washing and drying appliances or equipment is only allowed within the enclosed service areas.
- (c) Laundry sink is allowed to be constructed within the two (2) meters side setback in the Property provided that it should be connected to the House and not against the fence walls along the Property Line.
- (d) Balconies in front of the House shall not be used as service area, storage or drying clothes.

#### **Section 5.16. House Lay-out**

- (a) The specific house and lot layout, orientation and carport locations shall be assigned and provided by the DEVELOPER.

#### **Section 5.17. Landscaping**

- (a) Landscaping enhances the theme concept of the Subdivision, and it should therefore be consistent with the overall landscape design of the Subdivision. Plant species are subject to the prior written approval of the DEVELOPER.
- (b) The individual landscape design for each Property as well as the type of plant species, landscaping ornaments, water features and the like are subject to the prior written approval of the DEVELOPER.
- (c) Subject to written consent by the DEVELOPER, the Homeowner may be allowed to landscape the planting strip at the Common Areas in front of the Homeowner's Property, provided that such landscaping shall be at curb level and shall be conducive to pedestrian use. In the event the DEVELOPER finds it necessary to make certain changes and/or borings on or within the landscaped area for purposes of enhancing the Subdivision, the Homeowner shall allow the DEVELOPER, or its authorized representatives, free passage and entry to effect the same without cost or liability whatsoever on the part of the DEVELOPER.
- (d) It is prohibited to plant any form of vegetation directly into the landscaped area. However, it shall be allowed to have vegetable plants on small movable containers to be situated on the Homeowner's backyard as specified in the Design Guidelines.
- (e) Planting additional trees within the Property is allowed and encouraged but limited to small trees only and provided that the plant species shall be subject to the prior written approval of the DEVELOPER.

- (f) Homeowner shall not build, construct, erect, install, plant, alter, remove or otherwise modify the landscape, open space, hardscape, wall, fences, and driveways found within or outside the Property, except in accordance with the provisions in this Deed.
- (g) Additional details and requirements for landscaping are provided in Part 13: Landscape of the Design Guidelines.

**Section 5.18 Cutting of Trees**

- (a) For visual harmony of the streetscape, no trees other than those planted by the DEVELOPER shall be allowed on the planting strip or sidewalks of the Subdivision. It is strictly prohibited to cut trees planted by the DEVELOPER without the prior written consent of the DEVELOPER.
- (b) No existing tree, whether found within or outside the Property of the Homeowner with a minimum trunk caliper of four (4) inches and a minimum height of twelve (12) feet shall be cut, removed or damaged, nor shall it be relocated or transferred without the prior written approval of the DEVELOPER. The Homeowner shall also secure the necessary permit from government entities prior to cutting, removing, relocating or transferring any tree and the cost of such cutting, removal, or transfer shall be at the sole expense of the Homeowner.
- (c) Should the Homeowner be allowed to cut, remove or relocate any tree within the Subdivision, the Homeowner agrees to plant three (3) trees belonging to the same specie within his/her/its own Property or in any open space in the Subdivision to be assigned by the DEVELOPER within a period of three (3) months from the time of the cutting, damaging, removal, and/or relocation of the original tree.

Should the Homeowner wish to plant trees not belonging to the same species as that of the trees that are cut, removed, relocated, and/or damaged, the DEVELOPER reserves the right to select or approve the species of replacement trees to be planted.

- (d) Any Homeowner who will cut, remove and/or relocate any tree within the Subdivision without the required prior written consent of the DEVELOPER, shall be penalized accordingly in accordance with the House Rules and Regulations.
- (e) Replacement tree/s must be first planted before the Homeowner is allowed to cut, remove, or relocate any existing tree.

**Section 5.19. Temporary Structures**

- (a) Except as otherwise specified and allowed under Part 14: Auxiliary Structures of the Design Guidelines, no temporary building, shack, hut, barn or other structures shall be erected on the Property, Common Areas and other properties within the Subdivision.

**Section 5.20. Condemned Buildings**

- (a) If a House or any structure located within a Lot is totally destroyed or rendered uninhabitable by fire, wind, rain or any disaster, or is condemned by the government, then the Homeowner concerned shall repair, restore and/or rebuild the House or structure, as applicable, or remove the damaged structure and clean the Lot of debris, in either case within (6) months from the date of the occurrence of the disaster or condemnation.

If the Homeowner fails to repair, restore and/or build the House or remove the damaged structure from the Property despite notice from the DEVELOPER and/or HOA, the DEVELOPER and/or HOA shall have the right to enter the Property to repair, restore and/or effect the rectification at the expense of the Homeowner, without being liable for trespassing, grave coercion or other similar acts.

If the Property is covered by appropriate insurance, this provision shall be subject to policies, guidelines and procedures of the insurance.

**Section 5.21. Pets and Animals**

- (a) No cattle, pigs, sheep, goats, ducks, geese, rabbit, carabaos, horses, chickens, fighting cocks, or any kind of animal shall be kept or maintained within the Property except such pets as may be allowed by the DEVELOPER and/or the HOA. Keeping of dogs, cats, or other pets in non-commercial quantity and purpose may be allowed unless further restrictions are implemented by the DEVELOPER and/or the HOA.

- (b) Other restrictions and guidelines related to Pets and Animals are stated in the House Rules and Regulations.

#### **Section 5.22. Signs Boards and Signage**

- (a) Commercial or advertising signs shall not be placed, constructed or erected on any portion of the Property. Name plates or signage of professionals are allowed provided that the same shall measure twelve (12) inches wide and eight (8) inches in height, and provided further that the design and materials to be used are approved in writing by the DEVELOPER and/or the HOA.
- (b) Signage "For Sale" or "For Rent" are not allowed.

### **PART 6 TURN OVER**

6.1 The Homeowner agrees that any construction related activity should at all times be in compliance with the Design Guidelines, House Rules and Regulations and such other rules, regulations and guidelines implemented and/or to be implemented by the DEVELOPER and/or the HOA.

6.2 Upon completion of the housing component of the Property and the Homeowner is already qualified or shall have complied with all the requirements or conditions under the Purchase Documents, the DEVELOPER shall send to the Homeowner by personal delivery, facsimile and/or registered mail a written notification ("Notice of Turn-Over") informing the latter that the Property is ready for turn-over. The Property shall be turned-over unfurnished and any furniture, fixture, accessory and/or equipment illustrated in any sales brochures or prospectus that may be present in the Property is/are not included in the sale thereof.

The Homeowner's receipt of such Notice, or the Homeowner's refusal to acknowledge receipt thereof, or after the Turn-Over date, shall be conclusively construed as equivalent to an acceptance of the Property. In addition, the non-acceptance of the Property and/or the housing component shall not affect the obligation of the Homeowner to pay the balance of the purchase price of the Property in the manner specified in the Purchase Documents. In case of turn-over of the Property prior to full payment of the purchase price, the Homeowner acknowledges that it shall only be a turn-over in trust and ownership over the Property still remains with the Developer.

6.3 Only defects affecting the structural integrity of the House may constitute as a ground for the Homeowner's refusal to accept the Property. Defects in the workmanship and in the materials used on the House may be corrected by the DEVELOPER but shall not be used by the Homeowner as ground for non-acceptance of the Property. For as long as the Property and/or the House is/are complete in accordance with the plans, it shall be eligible for acceptance and shall be accepted by the Homeowner unless the integrity of the House is put in serious question. After inspection and the BUYER does not raise serious and valid questions on the structural integrity of the House, or where the questions raised pertain only to defects in workmanship and materials, the Homeowner shall be presumed to have accepted the Property regardless of whether or not a formal acceptance is made.

6.4 The turn-over of the Property to Homeowner shall have the following effects:

- (a) The risk of loss or damage to the Property, including any improvements thereon, shall be transferred to the Homeowner, and the corresponding obligation to maintain the same in good condition.
- (b) The DEVELOPER shall be free from any responsibility and liability, whatsoever, arising from pilferage, destruction, deterioration, damage, and/or defect of the Property.
- (c) The DEVELOPER shall be deemed to have complied with all its obligations under the Purchase Documents.
- (d) The payment of all pertinent utility services, i.e. water and electric charges, shall be for the sole and exclusive account of the Homeowner. Any disconnection of water and/or electrical facilities of the Property shall be the sole responsibility of Homeowner.
- (e) It shall constitute as an express acceptance of and conformity with the restrictions embodied in this Deed of Restrictions, House Rules and Regulations and the Design Guidelines.
- (f) The Homeowner shall be responsible for the payment of the charges and fees for utilities and services to the Property; all taxes and assessments due on the Property, including real property taxes; expenses for the preservation and maintenance of the Subdivision, such as, costs for street sweeping, grass cutting, garbage collection and security, and such other expenses for the maintenance of the common areas whether or not a homeowners' association has been incorporated; HOA dues and assessments; and estate management fees/estate association dues and assessments.

PART 7  
**ALTERATIONS AND IMPROVEMENTS**

7.1 Construction of all improvement and/or structures in and to the Property, shall be made only upon the prior written consent of the DEVELOPER and are subject to the provisions of this Deed of Restrictions, House Rules and Regulations, and Design Guidelines and such other rules and regulations which the DEVELOPER may implement from time to time.

The construction of an additional floor (full storey) on the Property is not allowed unless with prior written consent of the DEVELOPER.

7.2 Any alterations of the External Elevation or external appearance of the House or any other building/structure constructed within the Homeowner's Lot and/or any Internal Alterations or Improvements shall require the prior written approval of the DEVELOPER.

For clarity, "*Exterior Elevation*" shall include, but are not limited to, the fence, roofing, exterior wall, carport façade, overall structure and exterior color scheme of the House, while "*Internal Alterations and Improvements*" shall include, but are not limited to the architectural, plumbing, electrical and mechanical components of the House or any building/structure constructed within the Homeowner's Lot.

7.3 Prior to the commencement of any construction work or activity, the Homeowner shall submit plans, specifications, and details of the requested modifications prepared and signed by licensed professionals and approved by, if required, by local government unit and other appropriate government agencies for submission and approval by the DEVELOPER. In addition, the Homeowner shall be required to pay a Construction Bond in such amount to be determined by the DEVELOPER and/or the HOA, and shall secure all permits and licenses required by local government unit and other appropriate government agencies.

7.4 All Improvements and/or Structures shall be made of strong materials and properly painted and finished. Only finishing materials which are used by the DEVELOPER on the Property shall be used, unless otherwise allowed in writing by the DEVELOPER. Any Improvement and/or Structure must be in an architectural style harmonious with its surroundings and landscape, and must compliment with the overall concept of the Subdivision.

7.5 In case the Homeowner cancels or withdraws his/her/its purchase, all improvements made by the Homeowner in any portion of the Property shall automatically pertain to the DEVELOPER without obligation to reimburse the Homeowner for the cost thereof; or, at the option of the DEVELOPER, require the Homeowner to restore the Property to its original state at the sole expense of the Homeowner. In either case, the DEVELOPER is hereby authorized by the Homeowner to enter the Property without need of court order and without incurring any liability therefore whatsoever.

7.6 The Homeowner must comply with the National Building Code, Fire Code, rules and regulations, ordinances and other pertinent laws, and amendments thereto. The consent given by the DEVELOPER shall not excuse the Homeowner from any liability for non-compliance with law and the Homeowner shall hold the DEVELOPER free and harmless from any liabilities arising therefrom.

7.7 In case of violation of the provisions set forth in Part 7 or any other prohibitions set forth in this Deed of Restrictions, the corresponding penalties shall be imposed against both the Homeowner and the contractor, as the case may be.

7.8 Additional guidelines on Alterations and Constructions are provided in the House Rules and Regulations.

PART 8  
**CONSTRUCTION**

**Section 8.1. Designs and Plans**

- (a) Designs and plans of the House including any improvements or renovations thereon shall be subject to the review and approval of the DEVELOPER in compliance with this Deed of Restrictions and Design Guidelines, prior to any construction or reconstruction on the Lot. For this purpose, the Homeowner shall submit to the DEVELOPER the detailed plans and specifications for the House for evaluation and approval of the DEVELOPER not later than thirty (30) days prior to the intended commencement date of construction. Notwithstanding the approval by the DEVELOPER of the plans and specifications of the House and improvements, the DEVELOPER makes no representation as to the suitability of the design or structural

integrity of the House and improvements, in relation to the soil condition, among others. The right to review and approve the designs and plans as herein stated shall pertain to the DEVELOPER notwithstanding the turn-over of the management of the Subdivision to the HOA.

- (b) The DEVELOPER shall have the right to revoke its approval in case of any violation or breach of this Deed of Restrictions and Design Guidelines committed by the Homeowner and/or his/her contractor. The DEVELOPER shall have the right to impose penalties for such breach or violation and deduct the same from the Construction Bond posted/paid/deposited by the Homeowner. In case the Construction Bond is insufficient to cover the damages and penalties imposed against the Homeowner, the Homeowner shall pay the deficiency within thirty (30) days from receipt of notice from the DEVELOPER.
- (c) Additional guidelines and restrictions for private house construction and expansion/improvements of the existing houses are provided in the Design Guidelines.
- (d) Design and plans of any improvement, repairs and construction on the structures or facilities provided by the DEVELOPER in the common areas or open spaces in the Subdivision shall be subject to the review and approval of the DEVELOPER.

### **Section 8.2. Construction Guidelines**

- (a) The DEVELOPER shall have the right to promulgate, adopt or implement construction guidelines and/or to supplement, add or revise its existing construction guidelines, to provide rules and policies relative to commencement and completion of construction works, uncompleted, and abandoned structures, and exercise such other powers to implement the same.
- (b) The rules, policies and regulations for the construction of houses and all structures in the Subdivision are provided in Construction Guidelines of the Subdivision.

### **Section 8.3. Construction Bond**

- (a) A Construction Bond in an amount to be determined by the DEVELOPER and/or HOA shall be required to be paid by the Homeowner prior to the commencement of any construction work on the Property. The Construction Bond shall serve as a security for the Homeowner's compliance with all the provisions of this Deed of Restrictions, House Rules and Regulations, Design Guidelines and Construction Guidelines, and to answer for any damages and/or injuries that may be caused to the other lots, utilities, common areas and other properties of the DEVELOPER in the Subdivision, or to third persons.
- (b) The Construction Bond shall be discharged by the DEVELOPER and/or HOA without interest, and net of the amount of all damages, charges, penalties and dues, upon (i) the issuance by the appropriate government agency of a Certificate of Occupancy for private house construction; and (ii) the determination by the DEVELOPER and/or HOA of the proper completion of the housing unit and/or improvement in accordance to the plans and specifications approved by the DEVELOPER and the readiness of the housing units for use and/or occupancy.
- (c) In addition to Construction Bond, the Homeowner shall be required to pay processing fee, in such amount to be determined by the DEVELOPER and/or HOA, upon filing of construction permit to defray the administrative and other cost related to the review of the plans.

### **Section 8.4. Commencement of Construction of House, Improvements, Additions and Renovations**

- (a) For Homeowner who purchased house and lot property, any improvements, additions and renovations may commence only after the Homeowner accepted the fully completed house and after the DEVELOPER has received the proceeds of the loan of the Homeowner from the bank or financing institution and provided that the Subdivision and the Property is ready for improvement and/or the Property has already been accepted by the Homeowner.
- (b) In case the Homeowner purchased Lot/s only, the construction of any structure on the Lot/s may commence only after the Homeowner has paid in full the total contract price of the Lot/s and other monetary obligations specified in the Purchase Documents; or after the DEVELOPER has received the proceeds of the loan of the Homeowner from the bank or financing institution and provided that the Subdivision and the Property is ready for improvement and/or the Property has already been accepted by the Homeowner.

- (c) Prior construction, the Homeowner or his/her authorized representative must attend the construction briefing, and comply with all the requirements of the DEVELOPER, HOA and/or the Property Manager. The construction and house plans must first be submitted by the Homeowner to the Property Manager for initial assessment to be endorsed and approved by the DEVELOPER. No house plan shall be approved and no Construction Permit shall be released unless the Homeowner posts a Construction Bond in an amount determined by the DEVELOPER and has complied with all the necessary requirements for the Construction Permit application.
- (d) Upon commencement of the construction of the House, the Homeowner shall ensure that the construction works shall be pursued diligently and continuously until completion, subject only to interruptions caused by unfavorable or bad weather, other natural elements strikes, acts of God, and other causes beyond the reasonable control of the Homeowner.
- (e) All plans and specifications whether original, revised, amendatory or additional, including the corresponding location and landscaping plans must first be approved by the DEVELOPER, in writing, prior to construction or installation. If the plans submitted do not conform with the structure parameters required by the DEVELOPER, or if the Homeowner commenced construction prior to the approval of the plans and specifications, the DEVELOPER shall have the right to refuse entry of construction materials in the Subdivision, or order stoppage/suspension of the construction work, or if construction has already been completed, the DEVELOPER may order the removal of the structure from the Subdivision at the expense of the Homeowner without the necessity of any court order and without any civil liability whatsoever on the part of the DEVELOPER, its officers and employees.

**Section 8.5. Illegal Commencement of Construction**

- (a) Should there be any construction activity commenced or conducted in the Property without the necessary permits and consent of the DEVELOPER and/or the HOA, the DEVELOPER and/or the HOA shall have the right to:
  - i. refuse entry and issuance of Identification card/s (“ID”) to construction worker/s of the Homeowner;
  - ii. stop the ingress and egress, through the Security Department of any delivery of materials at the projects entry points; and/or
  - iii. stop all activities related to construction, repair, alteration and addition to the Property or any portion thereof.

**Section 8.6. Completion of Construction**

- (a) House construction for Lot only Homeowners shall be completed within a period not exceeding twelve (12) months, or as specified by the Developer in the Construction Permit, from the commencement of construction. Construction period may be extended subject to corresponding penalties and provided that new permits are secured from and issued by the Developer and the concerned local government unit.
- (b) Completion time of construction for house improvements, additions and renovations will depend on the nature and type construction works applied for.

**Section 8.7. Construction on Wrong Lot and Encroachment**

- (a) In the event that a housing unit was constructed at the wrong lot or if a portion of the housing unit encroaches the adjacent lot, the Homeowner concerned shall immediately remove said structure or the affected portion of the same, at the sole cost and expense of the Homeowner, otherwise, the DEVELOPER and/or the HOA shall have the right to cause the removal of the structure or portion thereof, at the cost and expense of the Homeowner, without the necessity of court order and the DEVELOPER and/or HOA and its respective officers and employees shall not in any manner be liable therefore.

**Section 8.8. Non Liability of the DEVELOPER**

- (a) The DEVELOPER shall cease to guaranty the structural integrity of the housing component of the Property, once additions, improvements, alterations, revisions or modifications are made by the Homeowner thereon, even when the design, plan and specifications were obtained from the DEVELOPER or were approved by the DEVELOPER.
- (b) The DEVELOPER shall not be responsible for the Homeowner's use of either or both of the electrical or water facilities beyond their respective allowable loads/capacities.



- (c) The Homeowner shall be solely liable for any accident that may occur due to any additions, improvements, alterations, revisions or modifications on the housing unit, and/or due to improper and/or illegal use of the electrical or water facilities.
- (d) The DEVELOPER makes no warranty other than those provided by law. Moreover, the DEVELOPER shall not be held liable for construction, collapse, destruction or deterioration of the housing component due to force majeure, fortuitous events, or causes or conditions beyond the control of the DEVELOPER, nor shall the DEVELOPER be liable for minor defects and deterioration of the house component or any portion thereof, due to depreciation of materials, normal wear and tear, exposure to the elements and/or neglect by the Homeowner.

**Section 8.9. Unfinished Structures**

- (a) In the event that any structure constructed on the Property shall remain unfinished and not ready for occupancy in accordance with the approved plans within one (1) year from the date of commencement of construction or such date specified by the DEVELOPER, the DEVELOPER and/or the HOA shall require the Homeowner, in writing, to either renew the construction permit, or complete or dismantle the unfinished structure within a period of six (6) months from receipt of notice. Should the Homeowner fail or refuse to comply with the DEVELOPER's and/or HOA's demand within the period specified in the notice, the DEVELOPER and/or the HOA shall have the sole right and option to either cause the completion of the structure or cause the dismantling, removal or demolition of the structure, both at sole cost and expense of the Homeowner, without being liable for trespassing, grave coercion or other similar acts

The DEVELOPER shall have the right to apply the Construction Bond to cover the cost of the removal or repair of the unfinished structure, without prejudice to its right to collect the deficiency from the Homeowner. Any unpaid amount may be imposed by the DEVELOPER as lien on the Property of the Homeowner.

- (b) This provision shall likewise be applicable to all unfinished buildings, rooms, walls, fences, or structures of any nature.

PART 9  
**SPECIAL RESTRICTIONS**

To preserve the Subdivision's surrounding landscape, aesthetic value and built environment, the DEVELOPER shall have special set of Restrictions and Guidelines to be applied on specific enclaves or development, such as, but not limited to, duplex units, quadruplex units, townhouses, clustered enclaves and mixed use developments. In addition, the exterior finishes, building footprints and orientations for these developments shall be provided by the DEVELOPER.

PART 10  
**ADMINISTRATIVE GUIDELINES**

**Section 10.1. House Rules and Regulations**

The *House Rules and Regulations* shall govern the use of the Common Areas and facilities of the Subdivision, the administrative and operational guidelines of the Subdivision, and such other matters in the furtherance of the interest of the HOA, the DEVELOPER and the Subdivision, as the DEVELOPER and/or the HOA shall consider necessary for the efficient administration of the Subdivision. The House Rules and Regulations should not discriminate among the Homeowners and should not be inconsistent with this Deed of Restrictions and the Articles of Incorporation and By-Laws of the HOA. The House Rules and Regulations may from time to time be adopted, amended or repealed by the DEVELOPER and/or the HOA. The House Rules and Regulations shall have the same force and effect as if they were set forth in this Deed of Restrictions. The HOA shall ensure that the House Rules and Regulations, as adopted, amended or repealed, shall be available for inspection by the Homeowner upon request. In the event of any conflict between the House Rules and Regulations and any other provision of this Deed, the latter shall control.

**Section 10.2. Fees, Dues and Assessments**

Assessment and payment of HOA membership fees, assessments and monthly HOA Dues shall commence upon payment of the required minimum percentage of the purchase price of the Property or upon full payment of the purchase price (as stated in the Purchase Documents), or upon turn-over of the

Property to the Homeowner in accordance with the provision of the pertinent Purchase Documents, whichever comes first. The DEVELOPER and/or HOA reserve the right to revise the rates from time to time as needed.

### **Section 10.3. Permits and Clearances**

It is the responsibility of the Homeowner or any person responsible for the construction of structures in the Subdivision to comply with the existing rules, regulations and requirements of the DEVELOPER and/or HOA, Municipal, Provincial or National Government.

All requirements for construction may be inquired from the DEVELOPER and/or the HOA

### **Section 10.4. Construction Fees**

The DEVELOPER and /or HOA reserves the right to periodically review and amend the amount of Construction Bond, processing fees, fines and penalties as it may deem necessary and to add or amend the Construction Guidelines accordingly.

## **PART 11 GENERAL PROVISIONS**

### **Section 11.1 Enforcement**

The covenants, restrictions, easements, reservation and conditions set forth herein have been constituted in favor of the DEVELOPER, its successors and assigns, and shall be construed as covenants which shall perpetually run with the land and bind the Homeowner and the Property, as though covenants, restrictions, easements, reservation and conditions were recited and fully stipulated in each deed, conveyance, lease or mortgage entered into concerning the Property. The DEVELOPER and/or the HOA shall have the right to enforce by proceedings in law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Deed of Restrictions or any amendment hereto, including the right to prevent further violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or assess expenses from the party responsible for the violation. The DEVELOPER and/or HOA shall also be empowered to impose separate assessments on some or any one of the concerned Homeowners to cover the costs of any suit, attorney's fees or litigation expenses.

Failure of the DEVELOPER and/or the HOA to enforce any covenant, condition or restriction herein contained in any instance or on any particular occasion, shall not be deemed a waiver of any breach of the same covenant, condition or restriction.

### **Section 11.2 Rights and Obligations of Homeowner, Assignee, Mortgagee, Tenants and Occupants of the Property**

All present and future owners, tenants and occupants of the Property shall be subject to, and shall comply with the provisions of this Deed of Restrictions; Articles of Incorporation and By-laws of the HOA; the Design Guidelines; House Rules and Regulations; and such other rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The execution of any or all of the Purchase Documents, or by entering into a conveyance, lease or mortgage contract, or the mere occupancy of the Property, shall constitute acceptance to be bound by the provisions of such governing rules, as they may be amended from time to time, and these provisions shall be deemed written all contracts, agreements or instruments which may be entered into affecting or concerning the Property.

### **Section 11.3 Procedures and Penalties for Violation of Restrictions and House Rules**

- (a) In the event that any Homeowner, tenant or lessee of any Property, fails or refuses or neglects to comply with any condition, limitation, restriction or covenant herein contained involving an obligation other than the payment of money, or with the House Rules and Regulations, the DEVELOPER and/or the HOA shall formally notify the Homeowner concerned of such violation and shall be required to rectify or remedy such violation within such period of time fixed in the notice. If the concerned Homeowner failed to rectify or remedy the breach within the period of time, the DEVELOPER and/or the HOA may remedy such breach of violation or neglect, which may include the right to enter the Property to remove, demolish or repair any structure constructed in violation of this Deed of Restrictions, without being liable for trespass, grave coercion or any similar act, and assess against the concerned Homeowner all the expenses incurred by the DEVELOPER and/or the HOA without prejudice to the right of the DEVELOPER and/or the HOA to forfeit the Construction Bond (if there is any). In addition, the DEVELOPER and/or the HOA may impose, by way of penalty, in case of violation, liquidated

damages upon the HOMEOWNER in such amount and in the manner prescribed by laws and the House Rules and Regulations or as may be determined by the DEVELOPER and/or the HOA. Any such assessment or damages, if not paid upon demand, shall constitute as lien upon the Property.

- (b) The foregoing remedies shall be without prejudice to the right of the DEVELOPER and/or the HOA, or any person/entity duly authorized by the DEVELOPER, to resort to court action, at any time, in order to enforce the provisions of this Deed, or to avail of any other remedies which the DEVELOPER and/or the HOA may have under the Purchase Documents, under this Deed of Restrictions and under the law. In case of such litigation or court action, all costs and expenses, including attorney's fees, which may be incurred by the DEVELOPER and/or the HOA by reason thereof shall be charged upon the concerned Homeowner.
- (c) In case of non-payment of the HOA Dues or any other charges assessed upon the Homeowner, the said HOA Dues or other assessed charges shall constitute as a lien on the Property, which lien shall be annotated on the title of the Property. The lien may be enforced by the DEVELOPER and/or the HOA through judicial and/or extra-judicial foreclosure of the Property, without prejudice to such other remedies which the DEVELOPER and/or the HOA may avail by virtue of this Deed of Restrictions or the law or under the Purchase Documents. For said purpose, the Homeowner hereby irrevocably grants the DEVELOPER and/or the HOA special power and authority to extra-judicially foreclose the Property.
- (d) In case of non-payment of the HOA Dues and/or any other assessments or violation of the provisions of this Deed of Restrictions, House Rules & Regulations and Design Guidelines, the DEVELOPER and/or the HOA shall have the right to (i) suspend the voting rights of the Homeowner; (ii) suspend the right of the Homeowner to use and enjoy Common Areas of Subdivision; (iii) suspend the entitlement of the Homeowner to membership rights or privileges; and/or (iv) to cause the disconnection of utilities services to the Property in accordance with the terms of agreement between the DEVELOPER and/or the HOA and the utility company concerned, until the HOA Dues and/or other assessments are paid or until the violation has been rectified to the satisfaction of the DEVELOPER and/or the HOA, without prejudice to such other rights which the DEVELOPER and/or the HOA may have under this Deed of Restrictions, House Rules and Regulations, Purchase Documents and under the law.

#### **Section 11.4 Special Power of Attorney**

The DEVELOPER is hereby appointed and empowered by the Homeowners as their attorney-in-fact to amend or supplement this Deed of Restrictions for the purpose of (i) determining and/or changing the concept of development; (ii) converting areas designated as Common Areas into saleable lots and vice versa; and (iii) exercising any other right or power incidental or related to any of the foregoing purposes as may be necessary to effectuate such purpose, including the execution of the necessary amendment or supplement to this Deed of Restrictions and other documents as may be required for such purposes, and the registration thereof on all the affected transfer certificates of title.

This Special Power of Attorney shall be deemed coupled with an interest and hence irrevocable. The matters in respect of which the DEVELOPER has been granted a special power of attorney shall be reasonably decided or determined at its discretion.

#### **Section 11.5 Annexation of Additional Property/Subdivision of Parcels**

Should the DEVELOPER develop additional properties adjacent to the Subdivision for the purpose of, among others, making the same part hereof, such additional properties may be annexed to the Subdivision and brought within the operation of this Deed of Restrictions without need of the prior assent of the Homeowners.

The DEVELOPER may impose additional restrictions as may be necessary to reflect the different character, if any, of the annexed property/ies. In no event, however, shall such additions or revisions revoke, modify or add to the covenants established by this Deed of Restrictions, except as otherwise allowed herein.

#### **Section 11.6 Waiver and Disclaimer**

No condition, limitation, restriction or covenant herein contained and no rule or regulation in the Design Guidelines and House Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violation or breaches which may occur. The failure to enforce any restriction, rights or remedies of the DEVELOPER and/or the HOA for a certain breach shall not be deemed as a waiver of the right to enforce remedies for subsequent similar breach

The DEVELOPER reserves the right to tolerate or approve any variance or special use of the Property such as but not limited to religious, educational and commercial uses, or waive any and all the foregoing provisions of this Deed as it may deem proper without need to secure the consent of the HOA and/or the Homeowner, taking into consideration the best interest and welfare of the Subdivision and its residents. Further, the DEVELOPER reserves the right to prohibit the use of the Property or any property within the Subdivision for any purpose which the DEVELOPER may deem improper.

**Section 11.7 Interpretation**

If the terms and provisions of this Deed of Restrictions are clear and there is no doubt as to the meaning thereof, the literal interpretation of the said terms and provisions shall govern. If some terms and/or provisions of this Deed of Restrictions admit of several meanings or interpretation, the interpretation of the DEVELOPER shall govern taking into consideration the other provisions of this Deed of Restrictions. In case of conflict between the provisions or in the interpretation of the provisions of this Deed of Restrictions, House Rules and Regulations and the Design Guidelines, the provisions of this Deed of Restrictions shall prevail.

**Section 11.8 Effectivity of Restrictions**

All the restrictions, easements, reservations and conditions enumerated herein shall be valid and binding from the execution hereof until a period of fifty (50) years from the date of the incorporation of the HOA, unless otherwise extended by a majority of the members of the Board of Directors/Trustees of the HOA and majority of the members of the HOA.

The foregoing notwithstanding, the DEVELOPER, however, reserves the right to amend, supplement or add to these restrictions at any time. For avoidance of doubt, only the DEVELOPER shall have the right to amend, supplement or add any provisions to this Deed of Restrictions.

**Section 11.9 Acknowledgment of Restrictions, Rules and Regulations**

The Homeowner, by executing the Purchase Documents, manifests his/her/its conformity to and binds himself to strictly observe and comply with this Deed of Restrictions and the Design Guidelines imposed by the DEVELOPER concerning the use, ownership and occupancy of the Property, the Common Areas and/or the Subdivision. The limitations, conditions, restrictions and covenants contained in this Deed of Restrictions and the Design Guidelines are hereby deemed written into the Purchase Documents and are made integral parts thereof by reference.

**CONFORME:**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Date Signed

# DESIGN GUIDELINES

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PART 1  
**MATERIALS AND SPECIFICATIONS**

The Developer envisions the structures to be built shall enhance the general theme, aesthetic appeal and contribute to the property value appreciation. Exterior finishes should follow the general specifications within its block or vicinity. These exterior finishes may include but not limited to roofing, exterior doors (main door and service door), windows, and exterior wall finishes.

In order to maintain the Subdivision's overall theme and enhance its character, the use of new and innovative materials, finishes and other construction materials which are similar/equivalent to the existing approved materials shall be subject to the approval of the Developer.

Layout of rooftop mechanical equipment, vents and ducts shall be organized and these should not to be visible from the road. These shall be screened, covered and installed in a manner, which prevent obstruction or distraction of views.

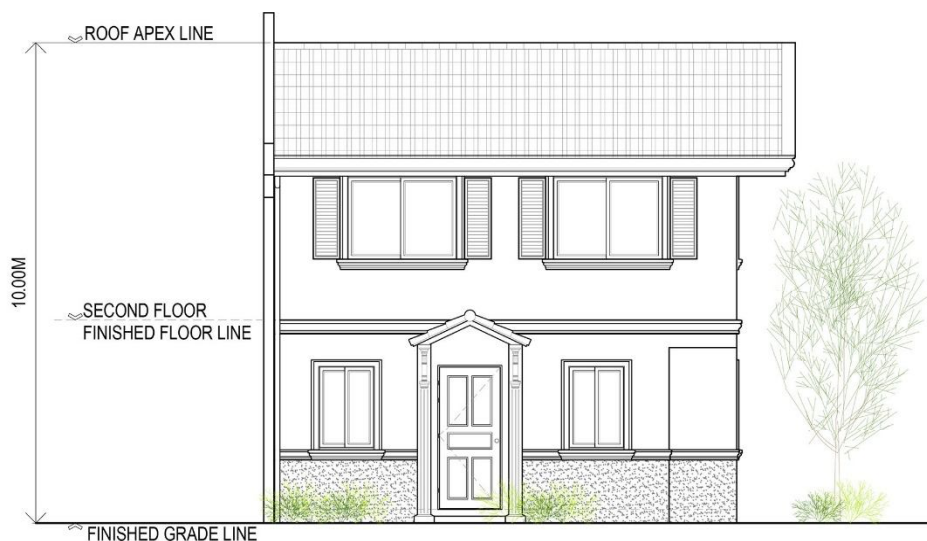
Skylights and other reflective rooftop elements (e.g. solar water heater) shall be designed and installed in a manner that prevents producing reflective glare.

No roof deck shall be allowed.

Exterior wall colors are pre-assigned by the Developer.

PART 2  
**BUILDING HEIGHT**

Maximum building height is defined as the height measured from the top of the finished grade line to the apex of the roof. For house construction on lot only, all structures to be constructed must not exceed a maximum height of ten (10) meters. For house expansions and improvements, the additional space should not exceed the existing height of the structure.



*Figure 1. Building Height*

For through lots or corner lots, the side where the driveway or the house is facing is considered the lot frontage and shall be the basis for establishing the maximum building height.

Structures to be built on uphill or downhill slopes shall have a maximum building height of ten (10) meters measured from the top of the finished grade lines to the apex of the roof.



Figure 2. Building Height - Sloping Terrain

For lots with sloping frontage (i.e. sideways lots), the top of the sidewalk along the midpoint of the property line's frontage shall be the basis of establishing the maximum building height.



Figure 3. Building Height - Sloping Frontage

### PART 3 **FIREWALL AND ABUTMENTS**

Firewall shall conform to the minimum standard specified by national and local laws which includes the National Code (PD1096), Subdivision and Condominium Buyer's Protective Decree (PD 957) and Batas Pambansa 220 (BP220). The firewall restriction may vary depending on the location and type of development the dwelling unit is located.

### PART 4 **SETBACKS**

#### **Section 4.1. Setback Measurement**

The minimum required setback shall be measured from the property line to the nearest finished exterior wall of the structure excluding carports and other spaces considered exterior such as but not limited to porch, lanai, balcony, trellis, etc.



#### Section 4.2. Code Minimum Setback

The Homeowner/Lot Owner shall conform to the minimum standard setback requirements specified by national and local laws which include the National Code (PD1096), Subdivision and Condominium Buyer's Protective Decree (PD 957) and Batas Pambansa 220 (BP220). The setback requirement may vary depending on the location and type of development the dwelling unit is located.

If discrepancies on minimum setbacks shall occur between this Design Guidelines and the codes, the approval of Local Government Unit (LGU) in the area shall govern.

#### Section 4.3. Firewall Setbacks

Windows, openings and apertures shall not be allowed on any firewall on the boundary lots. Firewall construction shall be in accordance with the National Building Code and the Fire Code. The firewall is required to be properly plastered and painted both sides with water proofing.

#### Section 4.4. Consolidated Lots

Consolidated Lots shall follow the same setback requirement and plot ratio or the maximum allowable building footprint according to the size of the adjoining lots purchased. The setback requirement on the adjoining property line between the consolidated lots may be disregarded.

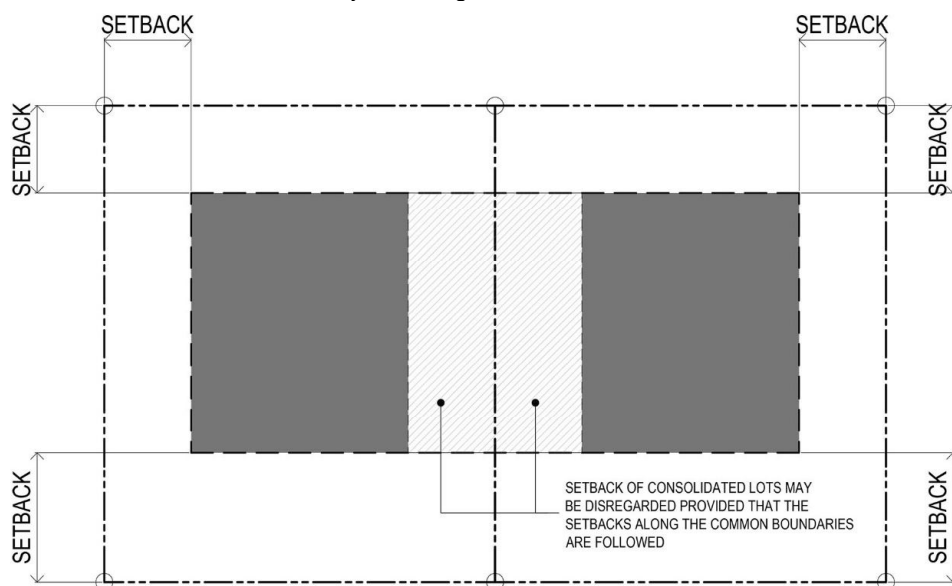


Figure 4. Consolidated Lot

In any case, the Homeowner/Lot Owner is required to seek the approval of the Developer for construction of consolidated lots.

#### Section 4.5. Corner Lots

Corner Lots should follow a setback as prescribed above, whichever is applicable for both frontages to preserve the overall landscaping theme of the project. The frontage is established as the side where the carport/entry driveway is located.

#### Section 4.6. Through Lots

Through lots or lots with two road frontages but are not corner lots) shall only have one frontage. Similarly the location of the driveway establishes the lot frontage.

#### Section 4.7. Additional Conditions on the Setback Area

No construction of any building, room or any permanent structure shall be allowed within the Setback. Should alteration of the drainage or other utility line be necessary due to consolidation of two or more lots, and then the additional cost, if any, shall be on the Homeowner/Lot Owner's account. Furthermore, should Common Areas such as drainage, utility alley or easement fall adjacent to the Homeowner / Lot Owner's property; the lot will be subjected to the rules and regulations on access to easement.

PART 5  
**LOT DEVELOPMENTS**

**Section 5.1. Soil Condition**

Prior to any construction, the Homeowner shall conduct measures engaging the services of professional and registered specialty engineers, for the purpose of determining the site conditions of and within the lot that may affect the design or structure of the dwelling unit. Such conditions may include but not limited to the soil conditions, bearing capacity, soil stability, presence of expansive soil and the like, or the presence of water tables, aquifers and the like.

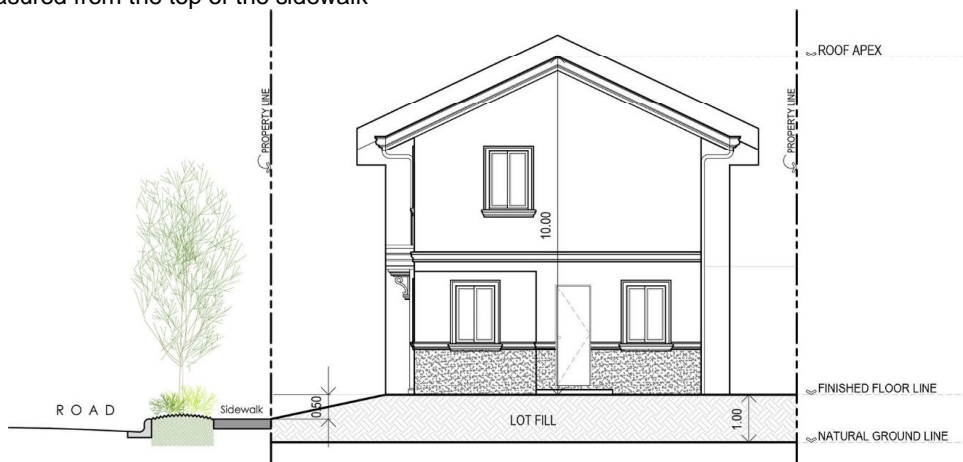
**Section 5.2. Monuments**

Prior to start of any house construction or expansion work, the Homeowner must determine the location of the lot monuments verified by the DEVELOPER. In no case shall there be any relocation of monuments within the lot unless found to be errant, in which the verification of true monument location must be borne by the Homeowner.

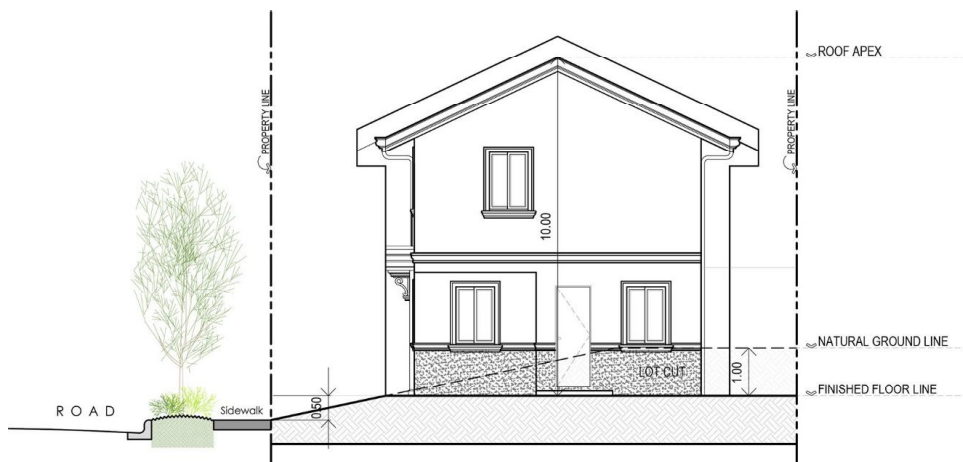
**Section 5.3. Cutting and Filling**

The subdivision was designed with a grading plan that is in conjunction with the road network and drainage system design. The finished contour line turned over to the Lot Owner is already considered ready for construction. Therefore, any major alteration to the lot grading and physical condition of the site is not allowed unless otherwise approved by the DEVELOPER.

- Cutting and Filling of lots for landscaping, construction and other purposes shall be allowed provided that:
- i. Lot fills and lot cuts shall not exceed one (1.00m) meter measured from the natural grade line. However, lot fills and cuts fronting a Street or any Common Area are only allowed up to 0.50 meter measured from the top of the sidewalk



*Figure 5. Lot Development - Lot Fill*



*Figure 6. Lot Development - Lot Cut*

- ii. Lot fills shall not result in obstructing views, and/or cause probable damage to the area as originally planned by the Developer constitute an aggravation or nuisance to adjoining properties.

- iii. Filling beyond 1.0 meter shall be subject to the approval of the Developer. The drainage and other facilities must be installed to prevent the water from flowing or seeping into adjacent lots or to the street.

#### **Section 5.4. Soil Treatment**

The Homeowner/Lot Owner are required to perform soil treatment procedures to prevent termite infestations. Fill soil and garden soil must be treated as well.

#### **Section 5.6. Slope Protection**

No single retaining wall fronting a Street, Lot or Common shall be higher than 0.50 meter measured vertically from the top of the sidewalk Line to the top of the retaining wall or slope protection.

Cutting of lots shall be limited to the extent that it does not in any way affect or weaken the structural stability of any adjacent lot and/or structure. In cases where cutting is unavoidable, proper structurally designed soil protection measures must be submitted by the Lot Owner for the Developer's approval. Furthermore, the Homeowner / Lot Owner shall also be liable should there be any damage caused by the cutting and filling of the lot.

Road embankment or side slopes road protection located inside the Lot shall not be removed without providing the necessary erosion control measures such as vertical concrete retaining walls or rip-rap walls. The cost of which shall be for the sole account of the Homeowner / Lot Owner.

Drainage outlets and other facilities are to be installed to prevent surface water, drainage, and sewer from flowing and seeping into the adjacent lots or common areas. The Homeowner shall be responsible for providing such drain.

Any alteration to the physical condition of the site including erosion control measures are subject to the approval of the Developer.

### PART 6 **MAJOR AND MINOR CONSTRUCTION**

Any construction or expansion on the property purchased by Homeowner shall be categorized as major or minor construction. This will guide the Homeowner on the design guidelines depending on the type of construction.

#### **Section 6.1. Major Construction**

Any house construction or expansions requiring building permit approval from LGU are considered major construction. This may include but not limited to house construction of lot only buyers, auxiliary structures more than 6.00sqm in area, carport, balcony, porch, trellises, and fence. This also pertains to any construction that will require heavy equipment for completion.

#### **Section 6.2. Minor Construction**

Any house construction or expansions that will not require building permit approval from LGU are considered minor construction. This may include but not limited to house repairs and enhancements, auxiliary structures not exceeding to 6.00sqm, canopy, trellises and landscaping.

### PART 7 **MAJOR CONSTRUCTION** **HOUSE CONSTRUCTION FOR LOT ONLY**

House construction for lot only buyers should follow the specified material specifications, building height and setbacks mentioned above. The total gross floor area should conform to the National Building Code of the Philippines. The allowable expansion area indicated below should be considered as well. This is to maintain the streetscape of the Subdivision.

### PART 8 **MAJOR CONSTRUCTION** **HOUSE EXPANSION**

#### **Section 7.1. Expansion Area for PD957 Developments**

Ground floor expansion area is limited to additional carport, side expansion at the back of carport and rear expansion adjacent to the rear wall of the dwelling unit. An open area of 2.0m x 2.0m at the back location should be maintained unpaved and unobstructed. This will serve as ventilation when dwelling expansion is maximized.

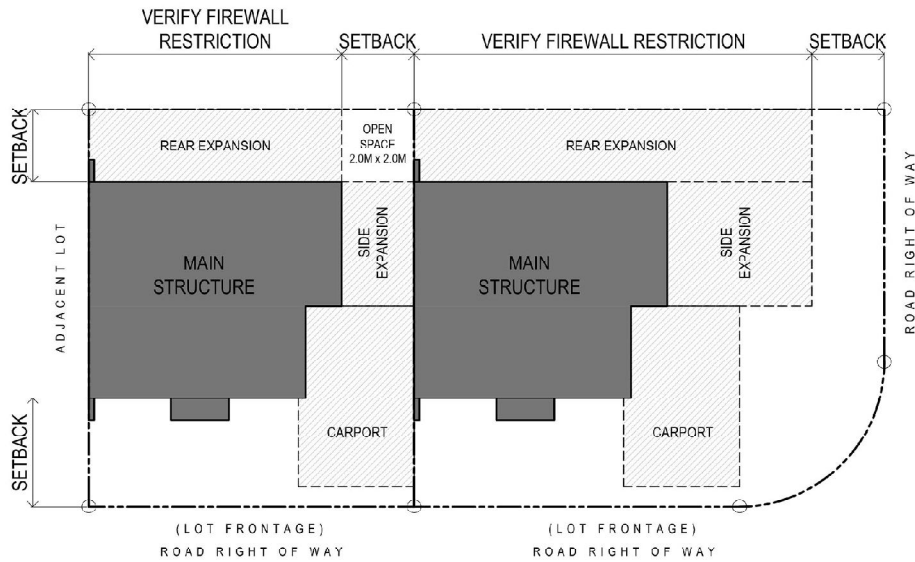


Figure 7. Ground Floor Expansion Area for PD957 Development

Second floor expansion area is limited to additional balcony and rear expansion adjacent to the rear wall of the housing unit with same alignment on ground floor. Balcony should not be expanded to the side of the housing unit. The open area mentioned in ground floor expansion should continue here. This restriction to the second floor expansion is intended to maintain the streetscape of the block.

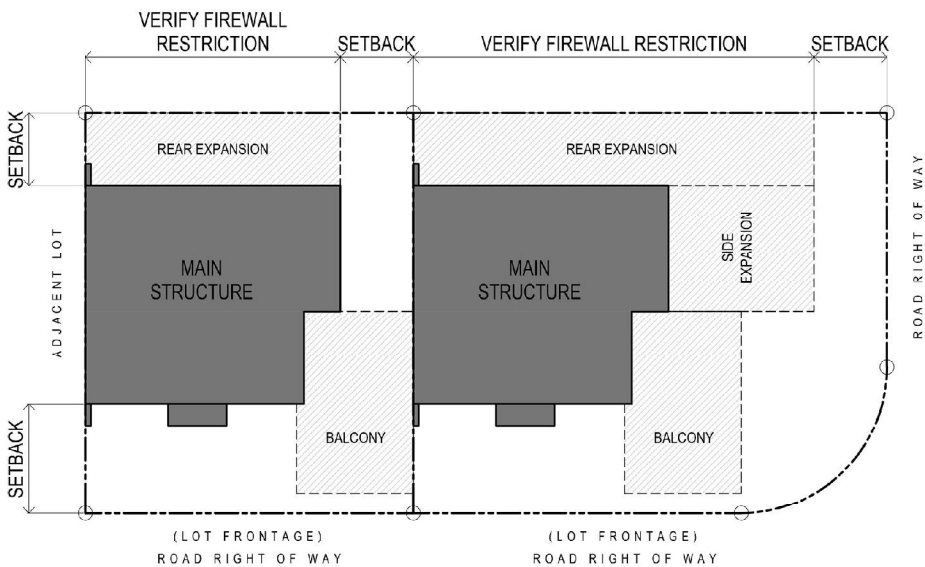


Figure 8. Second Floor Expansion Area for PD957 Development

### Section 7.3. Expansion Area for BP220 Developments – Solo Houses

Ground floor expansion area is limited to additional trellised area in front, side expansion and rear expansion adjacent to the rear wall of the housing unit. The additional trellised area is allowed to have vertical elements but is limited to columns and pavement. It should not be installed with wall. This will serve as a paved and roofed “open area” of the housing unit. The side expansion should have an offset of 0.50m from the front wall for regular lots and 2.50m on corner lots. An open area of 2.0m x 1.5m at the back aligned with side expansion should be maintained unpaved and unobstructed. This will serve as ventilation when dwelling expansion is maximized.

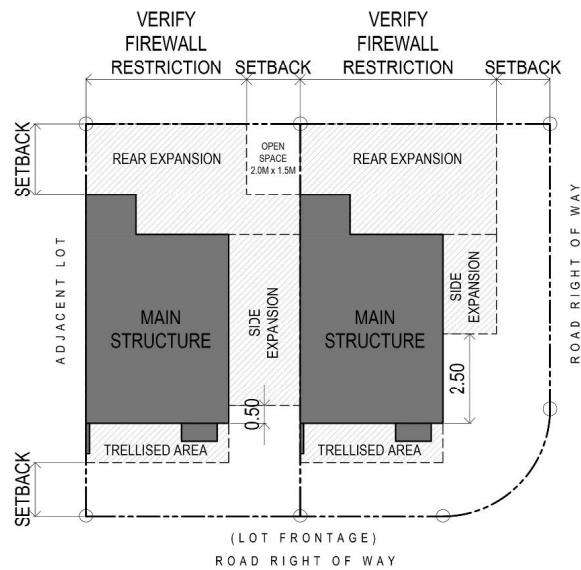


Figure 9. Ground Floor Expansion Area for BP220 Development - Solo Houses

Second floor expansion area is limited to rear expansion adjacent to the rear wall and side expansion of the dwelling unit with same alignment on ground floor. The open area mentioned in ground floor expansion should continue here. This restriction to the second floor expansion is intended to maintain the streetscape of the block.

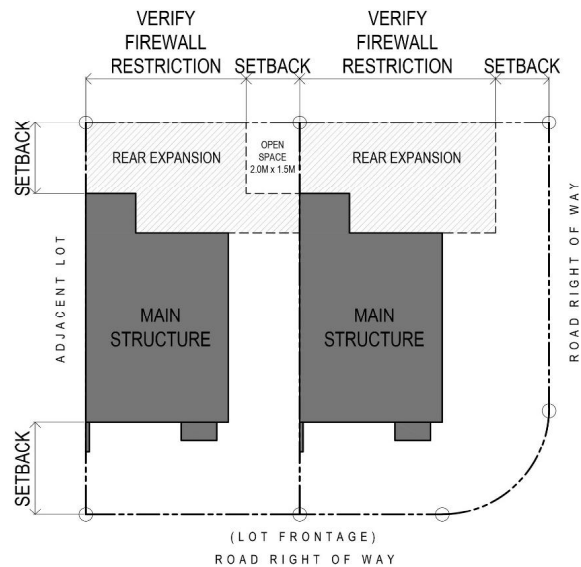


Figure 10. Second Floor Expansion Area for BP220 Development - Solo Houses

#### Section 7.4. Expansion Area for BP220 Developments – Townhouses

For end units, ground floor expansion area are limited to additional trellised area in front, side expansion and rear expansion adjacent to the rear wall of the dwelling unit. The side expansion should have an offset of 0.50m from the front wall for regular lots and 2.50m on corner lots. For inner units, ground floor expansion are limited to additional trellised area in front and maximized rear expansion with the consideration of the prescribed open area. The additional trellised areas is allowed to have vertical elements but are limited to columns and pavement. It should not be installed with wall. This will serve as a paved and roofed “open area” of the dwelling unit. An open area of 2.0m x 1.5m at the back should be maintained unpaved and unobstructed. This will serve as ventilation when dwelling expansion is maximized.

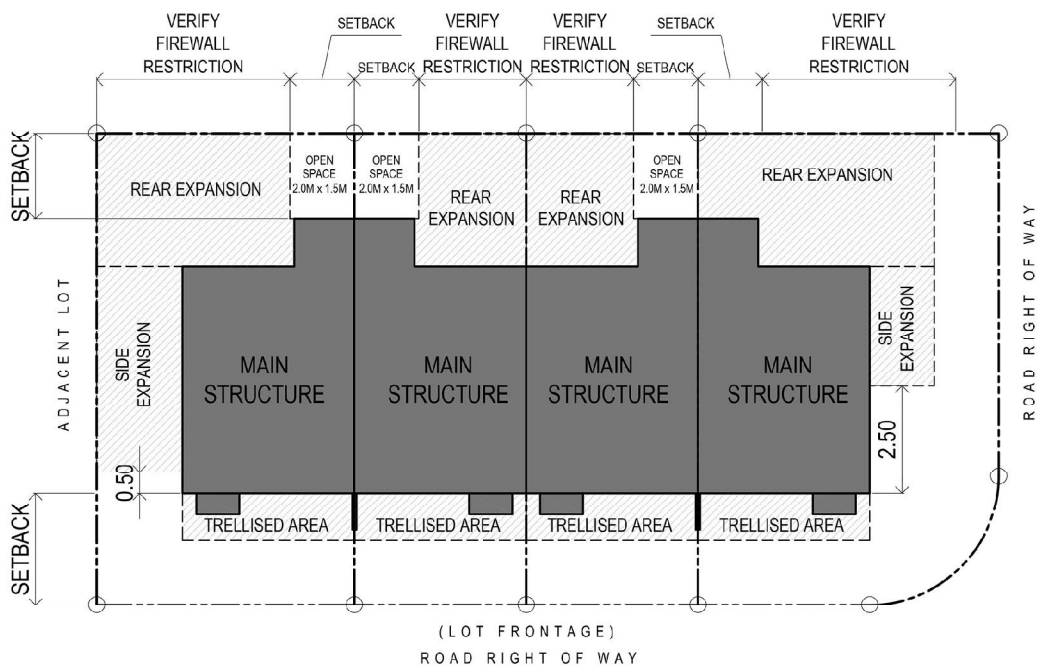


Figure 11. Ground Floor Expansion Area for BP220 Development - Townhouses Houses

For end units, second floor expansion area is limited to rear expansion adjacent to the rear wall and side expansion of the dwelling unit with same alignment on ground floor. For inner units, second floor expansion rear expansion is maximized with the consideration of the prescribed open area. The open area mentioned in ground floor expansion should continue here. This restriction to the second floor expansion is intended to maintain the streetscape of the block.

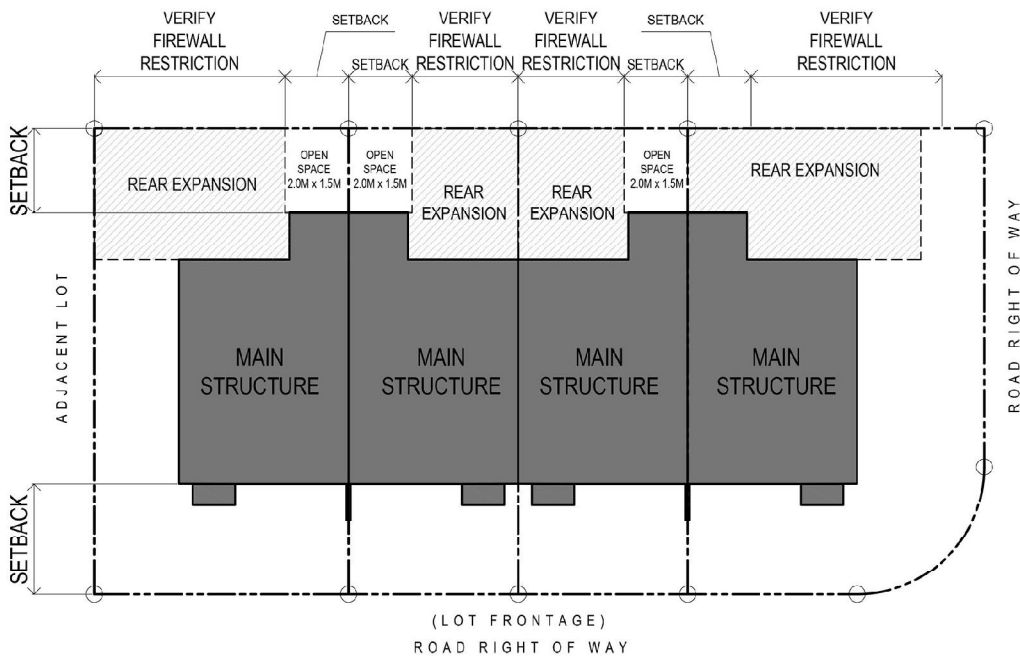


Figure 12. Second Floor Expansion Area for BP220 Development - Townhouses

### Section 7.5. Spine Road Lots

Any lots adjacent to spine road will limit rear and side expansion to ground floor only. Any ground floor expansion should not be visible from the spine road.

### PART 9 MAJOR CONSTRUCTION AUXILLIARY STRUCTURES

Auxiliary structures refer to structures not attached to the house that is not considered a dwelling unit. These structures may include the following:

- Gazebos

- Cabana
- Maids' or Driver's Quarters
- Service / Utility Areas
- Storage Rooms
- Generator House
- Playhouse
- Pump rooms (for pools)
- Any enclosed structure exceeding 1.20m in height

Building materials to be used for the construction of the auxiliary structures has to be conform with the material specifications mentioned above.. It should also follow the specified setbacks.

No huts, sheds or other similar non-permanent housing structures made of indigenous materials (bamboo, sawali, abacca, etc.) shall be allowed to be constructed or installed within the Homeowner's / Lot Owner's property.

## PART 10 **MAJOR CONSTRUCTION** **CARPORTS**

### **Section 8.1. Setback**

Carport may abut at the side property line not fronting the street, provided that the Homeowner shall construct a firewall on the side. The height of the firewall shall follow the specified side fence heights.

### **Section 8.1. Vehicular Access and Driveways**

Vehicular driveways and vehicular gates with opening directly fronting the spine road, side of the corner lot and tangent to the circular curves at street intersections are not allowed. Only vehicular driveway and vehicular gate directly fronting the house is allowed.

Vehicular driveways shall have an aggregate width equal to the width of the approved carport. This width should not exceed seven meters (7.0m) if the lot allows.

The Homeowner shall be responsible for providing a driveway and/or walkway from the curb of the street to the property line of the lot with a finished grade same level as the sidewalk or the street in front of the lot. Inclined driveways are not allowed from the curb of the street to the property line of the lot. Such driveway or walkway should not be made of permanent material along the planting strip for the purposed of utilities maintenance and repair. The sidewalk should not be altered as well.

In the event that it is necessary that part of a sidewalk or planting strip fronting the lot to be worked on for purposed of construction (e.g. sanitary or waterline installation, landscaping, or driveway construction), the Homeowner shall secure written approval from the DEVELOPER and/or HOA, as applicable, prior to the commencement of any construction. The Homeowner shall restore the sidewalk and/or planting strip to its original state.

The Homeowner cannot remove, transfer, or alter any lamppost, street sign, tree, ramps, paths, manholes, utility devices or other facilities above and below ground found outside the lot, without prior written consent from the DEVELOPER and/or HOA. Should such removal, transfer or alteration be approved by the DEVELOPER and/or HOA, it shall be done at the expense of the Homeowner.

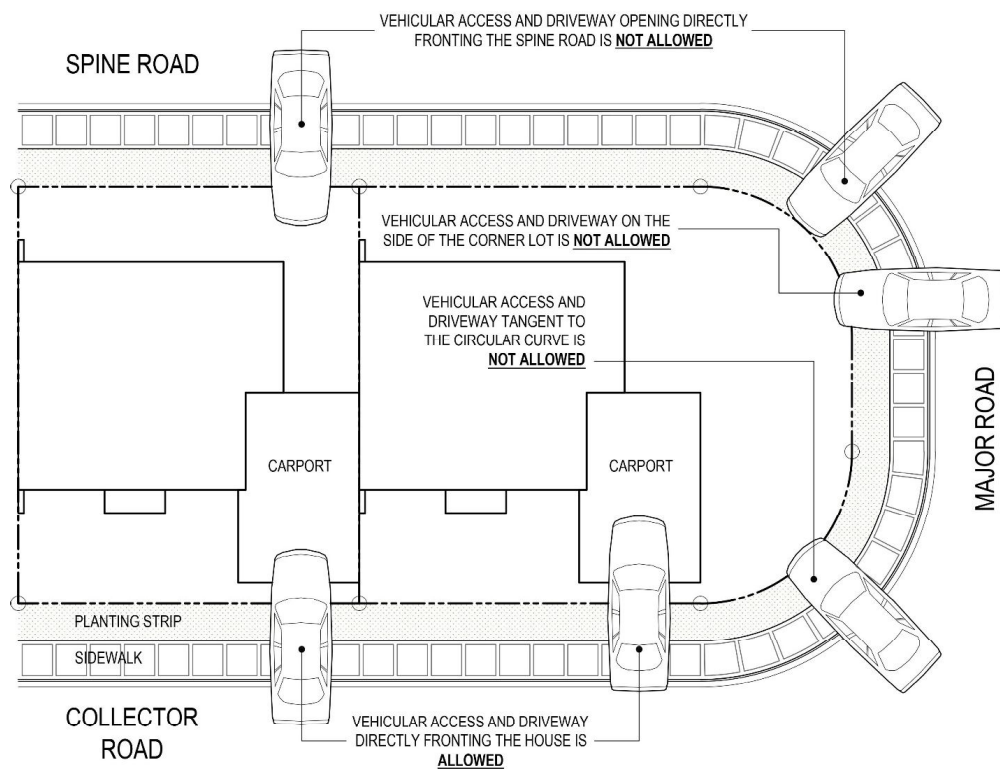


Figure 13. Vehicular Access and Driveways

### Section 8.2. Size and Location

It is recommended that carport size should follow the Developer's pre designed carport per house model type. The typical carport size and design is indicated in Appendix D. Bigger carport is allowed as long as it fits the lot and will not change the façade of the house.

### Section 8.3. Finishes and Specifications

Carport can be designed with balcony above. Carport maybe covered with polycarbonate only when designed with trellis. Slab roofing with parapet is not allowed since it will change the façade of the house as well as installing any type or shape of roofing. Open carports may be allowed.

Approved flooring materials may include but not limited to the following: plain concrete cement, pavers, outdoor tiles and stamcrete. Material color should complement with its location. Other materials not enumerated here should have prior approval from the Developer.

Architectural accents (mouldings) and electrical fixtures should not protrude outside the property line. Stone accents and other architectural finishes should be located and designed similar to the main house, meaning, it is only allowed to be installed same level as the lower wall.

Installing wall or shutters on the carport is not allowed.

## PART 11 MAJOR CONSTRUCTION BALCONY

### Section 9.1. Size and Location

Balconies can abut the front and one side of the property line directly above the carport. It is recommended that balcony size should follow the Developer's pre designed balcony per house model type. Balcony should not extend to the full side of the house. Rear balcony is also allowed as long as it is within the allowable expansion area.

### Section 9.2. Finishes and Specifications

Balcony maybe covered with polycarbonate only when designed with trellis. Open balcony is allowed.

Approved flooring materials may include but not limited to the following: plain concrete cement and outdoor tiles. Material color should complement its location. Other materials not enumerated here should have prior approval from the Developer.



Balcony railing should be 0.90m. Recommended design is provided by the DEVELOPER. Materials used are limited to steel. Stainless steel is not allowed.

The Homeowner is required to provide adequate drainage that will not affect the property of the adjacent lot or Common Areas.

Architectural accents (mouldings) and electrical fixtures should not protrude outside the property line.

## PART 12 **MAJOR CONSTRUCTION** **PORCH**

Front porch may be constructed to protect the Homeowners from different weather conditions. This should follow the specified porch design provided by the Developer.

## PART 13 **MAJOR CONSTRUCTION** **FENCE**

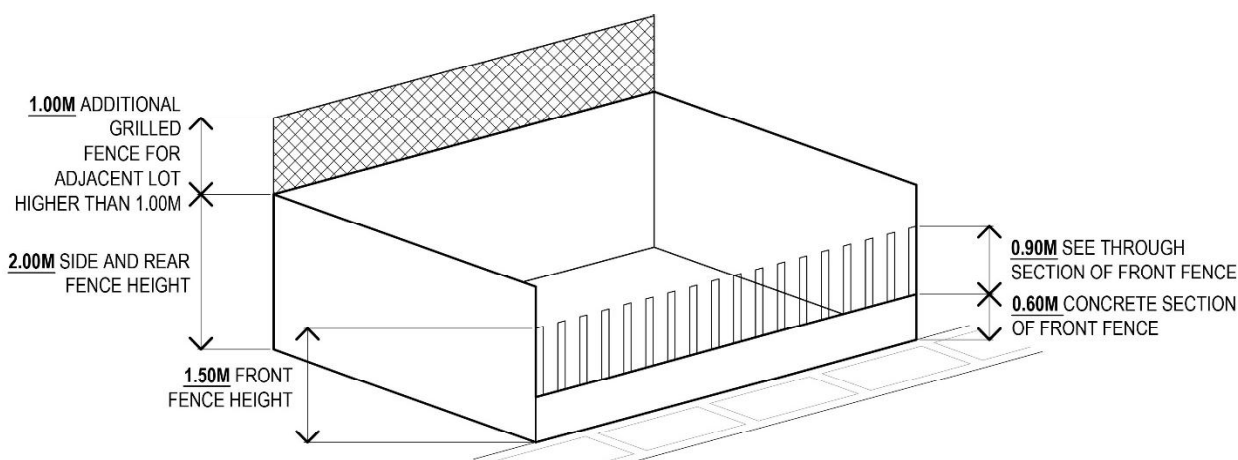
### Section 12.1. Height

Construction of fences or walls directly adjacent to any road shall be 1.50 meters in height measured from the top of the sidewalk to the topmost part of the fence including columns and grill works. The lower portion of this fence with the height of 0.60m shall be made of solid material and fully closed. The remaining 0.90m shall be of see-through (e.g. grills) material.

Side and rear property walls will have a height of 2.0 meters measured from the natural grade line to the topmost part of the fence.

Additional grill work fences at the back of the property is allowed to be installed at a maximum of one (1) meter above the 2.0 meter solid wall provided they are painted black and blend with the surrounding landscape and subject for Developer's approval. This is allowed only for properties with adjacent rear lots 1.00m higher than their own.

Natural vegetation to enhance perimeter fencing is also accepted but should follow the specified height as well.



*Figure 14. Fence Height*

### Section 12.2. Perimeter and Other Special Fence Constructed by DEVELOPER

Where there are perimeter fence and other special fence constructed by the DEVELOPER, the Homeowner shall not alter, remove, construct or make any attachments to the perimeter fence. The Homeowner may opt to construct within his lot a fence parallel to the perimeter fence constructed by the DEVELOPER and shall not exceed the 2.00m height specified. In the event of any damage to or deterioration of the perimeter fence, the restoration or rectification thereof shall be the responsible of the Homeowner.

### Section 12.3. Finishes and Specifications

All materials used for the construction of walls, fences and gates that are constructed by Homeowner should be structurally sound. The Homeowner shall be solely responsible for any damage or injury caused to or incurred by any person or Property arising out of or in connection with the construction of any wall or fence within the lot.

Concrete portion of the fence should be plastered and properly painted on both sides. Paint color should follow the lower wall color of the house. Stone cladding accent and architectural finish is limited to the concrete and column of the fence adjacent to road.

No metal sheets, plates, wood planks or any solid enclosures shall be installed within the see through portions of the fence or gates. Grills should be properly painted and finished.

Use of barbed wire, broken glass or chain link built by the Homeowner in any part of the wall or fence is not allowed.

#### **Section 12.4. Other Conditions**

The walls, gates, and fence should not obstruct pedestrian traffic on the sidewalk. In no case that the fence, walls and gate occupy the planting strip and sidewalk.

Roofed pedestrian gates and arbors along the frontage are not allowed.

Fence walls and gates should not obstruct pedestrian traffic on the sidewalk.

A Homeowner / Lot Owner are not allowed to use, alter, remove or install any attachments on the perimeter fences installed or constructed by the Developer. The Homeowner / Lot Owner may opt to construct within his Lot a fence parallel to the perimeter fence constructed by the Developer subject to the restrictions specified by the Design Guidelines.

### **PART 14 MAJOR CONSTRUCTION SWIMMING POOL**

Swimming pools, jacuzzis, and the like may be constructed within the Lot not directly fronting a street and it shall be constructed or installed at a distance of not less than 2.00 meters on both rear and sides of the property line. If pool is fronting the street, it should be properly screened or visually obstructed to provide privacy from passers-by.

The maximum depth should not be more than 4 feet and strictly not for commercial use.

Any elevated permanent structure appurtenant to a swimming pool such as but not limited to diving boards or water slides shall be constructed from the property line not fronting the street at a distance of not less than 2.00m, and the height of such structure should comply with the maximum building height requirement.

Water for pools should come from outside source and not from the Subdivision water supply. If water needs to be drained, permission must be secured from DEVELOPER and/or HOA first.

### **PART 15 MINOR CONSTRUCTION HOUSE REPAIRS AND ENHANCEMENTS**

The Homeowners are encouraged to do house repairs and enhancements that should be consistent with the specified materials, specifications, and color scheme for the Subdivision.

#### **Section 15.1. Specifications Upgrade**

Specification upgrade on exterior elements should have prior approval from DEVELOPER and/or HOA before changing.

Upgrade of regular panel door to designer solid panel door for main doors is allowed given that it is painted white or in its natural wood finish. The size and location of the said door should not change.

Upgrade of steel casement window to sliding window is allowed provided that it is should be powder coated sliding window.

Upgrading sandblast walls which included the lower wall and accent wall to stone cladding is not allowed. This is considered façade alteration.

#### **Section 15.2. Repainting**

Repainting requests on faded exterior walls, roof and other exterior elements should have prior approval from the DEVELOPER and/or HOA before repainting. Change of original paint color is not allowed. It should be based on the original approved color scheme of the house model or private house construction. Refer to Appendix C:

Approved Color Scheme for house model colors. The colors in these color scheme will serve as guide for the paint to use. The Homeowner should be responsible to order the exterior color equivalent to the color palette.

**Section 15.3. Window Tint**

Request for window tint is allowed with written approval from the DEVELOPER and/or HOA. It should be natural in color, light to medium tint. Reflectorized and decorative tints area not allowed.

**Section 15.4. Screen Door and Window Screen**

To protect against mosquitoes and other pests, request for screen door and window screen are allowed upon issuance of approval from the DEVELOPER and/or HOA.

Window screen should in installed inside. Grey screen is the only colored allowed.

Door screen may be installed outside the main door and service door. The lower half of the door should be plain sheet and the other half with screen. This is to protect the main door from weather. Door screen color should complement the existing door and door jamb finish.

**PART 16  
MINOR CONSTRUCTION  
CANOPY**

Construction of canopies and other similar structures at the sides and rear portion of the property are subject to minimum setback of 0.30 meters from edge of the canopy to the property line. If such is not applicable due to type of expansion, proper drainage of rain water should be considered.

**PART 17  
MINOR CONSTRUCTION  
TRELLISES**

Trellises are situated in outdoor open spaces, pocket gardens and lanai to serve as support for climbing plants or vines which is mainly for decorative purposes. It is not intended to replace permanent roofing or canopies since it does not provide adequate protection from weather.

**Section 17.1. Size and Location for PD957 Developments**

Trellises situated on the sides and rear portion of the property should have a clear minimum distance of 0.30 meter from the edge of each member to the property line. Trellised carport and/or balconies on top of carports should observe a minimum clear distance of 0.30 meter from the edge of each member to the property line fronting the road. This setback refers to the area covered by polycarbonate. For bigger lots or corner lots, trellised area allowed on adjacent to rear expansion only. It should observe the specified setbacks as well.

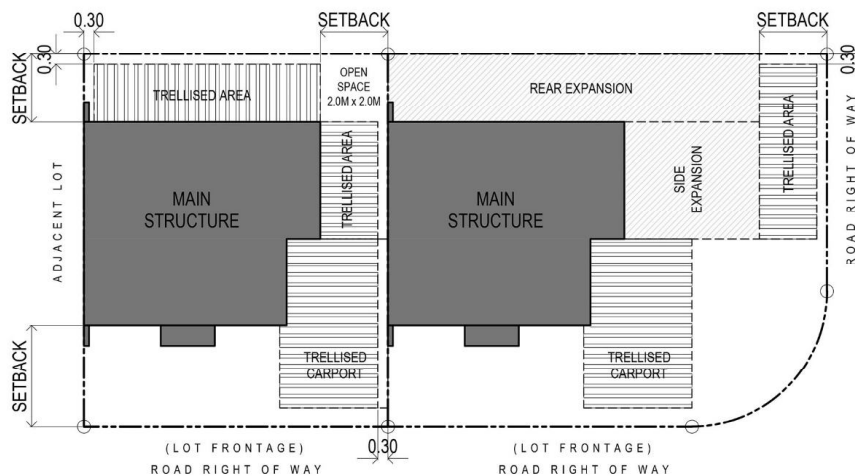


Figure 15. Trellised Area for PD957 Development - Ground Floor

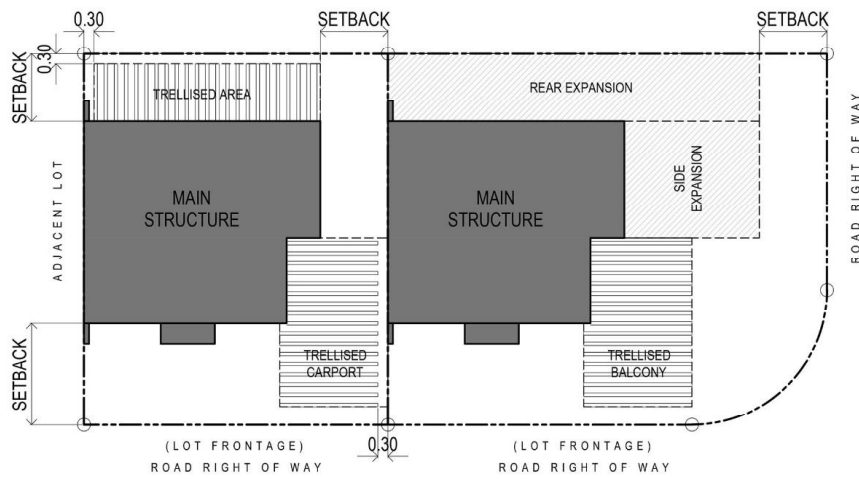


Figure 16. Trellised Area for PD957 Development - Second Floor

### Section 17.2. Size and Location for BP220 Developments – Solo Houses

Trellises situated on the side and rear portion of the property should have a clear minimum distance of 0.30 meter from the edge of each member to the property line. For BP220 Developments, front trellis is allowed but should observe the 0.30m setback from property line. Such trellised area should be limited in ground floor and width should be the same width of the house.

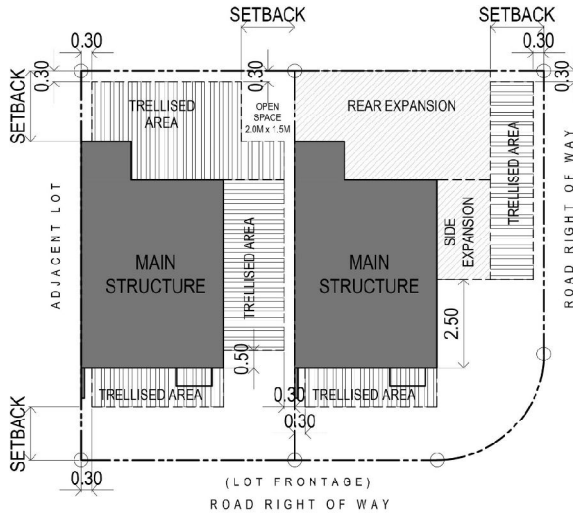


Figure 17. Trellised Area for BP220 - Ground Floor

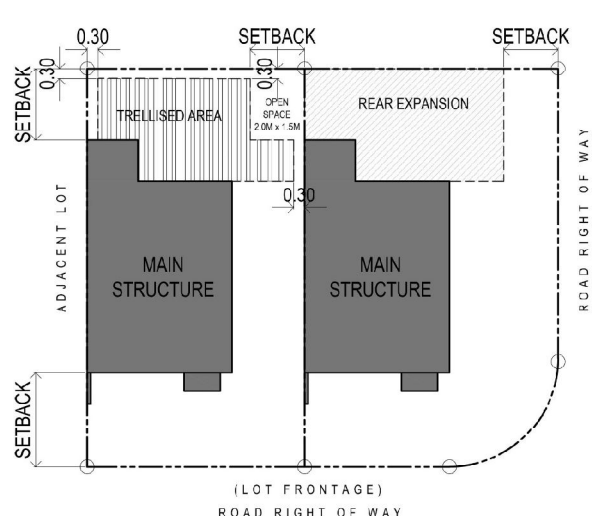


Figure 18. Trellised Area for BP220 – Second Floor

### Section 17.3. Size and Location for BP220 Developments – Townhouses

Trellises situated on the side and rear portion of the property should have a clear minimum distance of 0.30 meter from the edge of each member to the property line. For BP220 Developments, front trellis is allowed but should observe the 0.30m setback from property line. Such trellised area should be limited in ground floor and width should be the same width of the house.

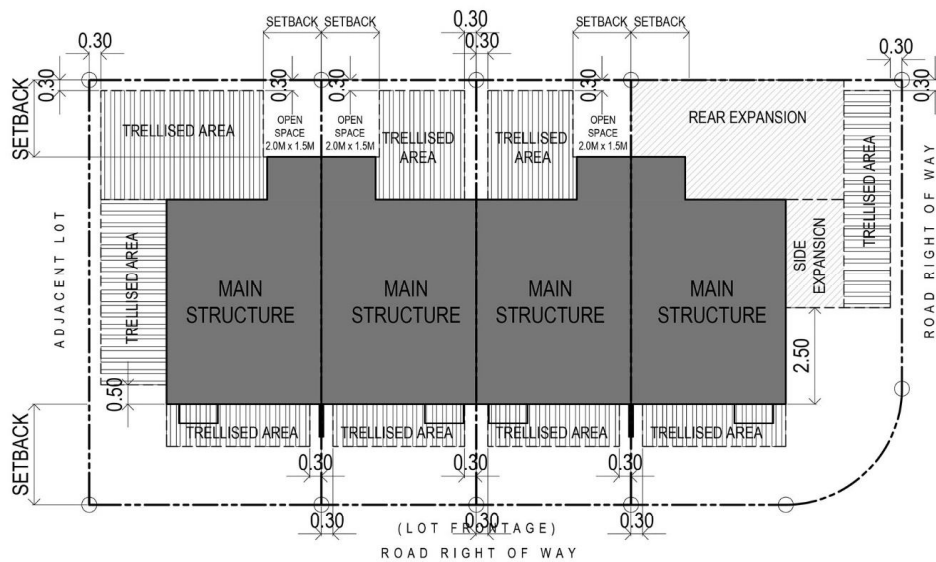


Figure 19. Trellised Area for BP220 Development - Townhouses - Ground Floor

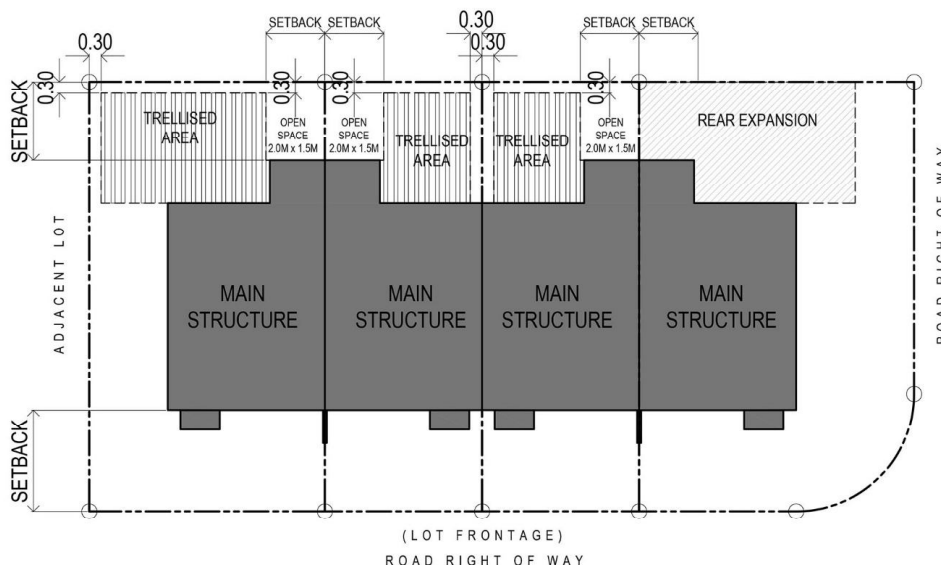


Figure 20. Trellised Area for BP220 Development - Townhouses - Second Floor

#### Section 17.4. Finishes and Specifications

Additional protective covering may be allowed in the form of tempered glass or translucent polycarbonate sheets limited only to clear or bronze shades.

To ensure that the design intent will not be compromised, minimum standard details are set by the Developer to properly execute the design intent.

### PART 18 MINOR CONSTRUCTION LANDSCAPING

Front and side yard landscape shall further emphasize and enhance the project theme concept. It should therefore be consistent with the overall subdivision landscape design. Plant material and species are subject to the Developer's approval. The individual landscape design for each lot as well as the type of plant species; landscaping ornaments; water features and the like; is subject to the approval of the Developer.

Landscaping area of the lot frontage or adjacent to a street is encouraged. Softscape elements, which are limited to trees, shrubs and ground covers, may be planted within the setback area.

**Section 18.1. Softscape**

Type of ornamental plant to be used should be approved by DEVELOPER and/or HOA prior to planting. Poisonous and other harmful plants should be avoided.

Tree planting within the lot is permitted but limited to small trees. It should be planted with minimum clear radius of 3.0m from any structure.

It is prohibited to plant vegetation on plots. Vegetation planting is limited to small containers not fronting the street. It may be planted at the rear of the property.

Planting strips maybe planted provided that such landscaping shall be at curb level and shall be conducive to pedestrian use. In the event the DEVELOPER finds it necessary to make certain changes and/or borings on or within the landscaped area for purposes of enhancing the Subdivision, the OWNER agrees to allow the DEVELOPER, or its authorized representatives, free passage and entry to effect the same without cost or liability whatsoever to the DEVELOPER.

**Section 18.2. Hardscape**

Concrete planter edging is allowed but should be constructed within the property and not the planting strip. Fake bamboo, tree log, indigenous and other artificial edgings are not accepted. Only painted concrete edgin is allowed. Paint should be the same color as the lower wall of the house. Other materials such as pavers, natural stone, etc, are permitted upon approval from the DEVELOPER and/or HOA.

Pavement, walks and steps are allowed. Materials may include but not limited to concrete, stampcrete, pavers, etc. The color of which should not be loud and harmonious to the overall landscape.

Vertical landscape elements such as grottos, statues, water features, etc. may be constructed after the setback adjacent to road. The height of such elements should not be more than 1.10m. Prior approval should be given by the DEVELOPER and/or HOA before construction.

Hardscape elements which may include but not limited to rock/boulder, sculpture, grotto, and the like as determined by the DEVELOPER may be installed or placed within the 3.0 meter setback area fronting the street; provided that, these shall not be over 1.10m in height; provided further that half of the house façade should not be left visibly unobstructed by the aggregate width of these hardscape elements.

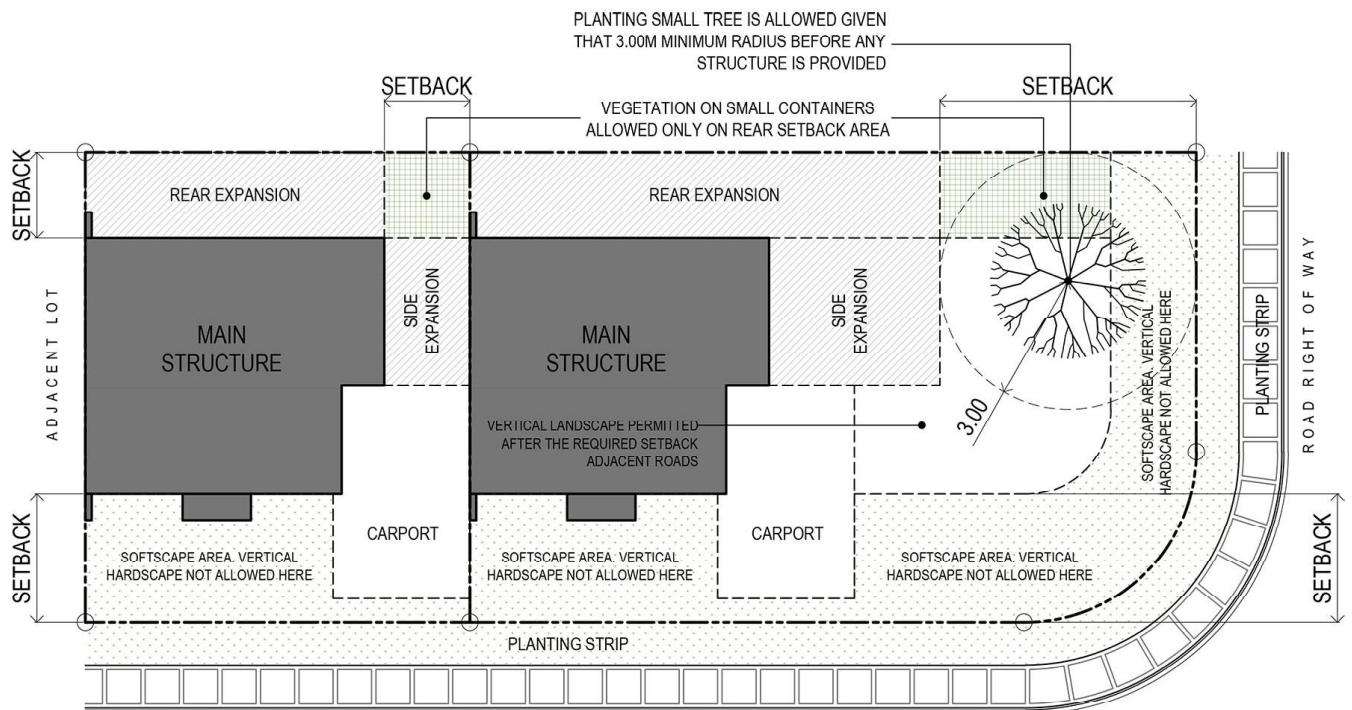


Figure 21. Landscape

**PART 19**  
**MINOR CONSTRUCTION**  
**OTHER PROVISIONS**

**Section 19.1. Grills**

Homeowners may request grills installation. Grills are allowed for window and glass door.

Window grills should be installed outside the window, flush to the exterior wall. It should be painted the same color as the existing window frame. Allowable window frame is limited to 2" flat bar and grill design to 1"x1" square bar. Design should be harmonious to the theme of the subdivision. Stainless steel window grills is not allowed.

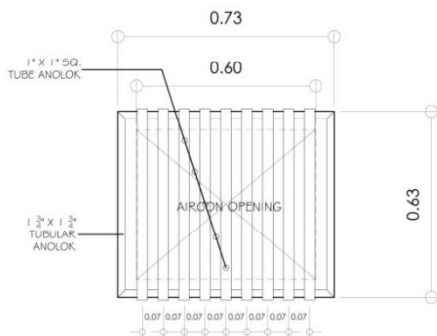
As required by Bureau of Fire, one window grills should be operable to open outside that will serve as fire exit on each space of the house.

**Section 19.2. ACU Installation**

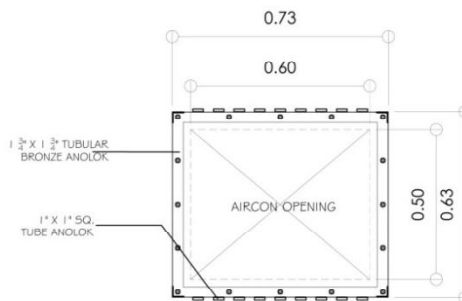
Air Conditioning Unit location is pre-assigned on the plan of each house type.

For PD957 Developments, it is prohibited to install ACU, condenser and similar equipment in front of the house. Condensers should be located on the side or rear of the property. If visible from the street, it should be properly screened or covered.

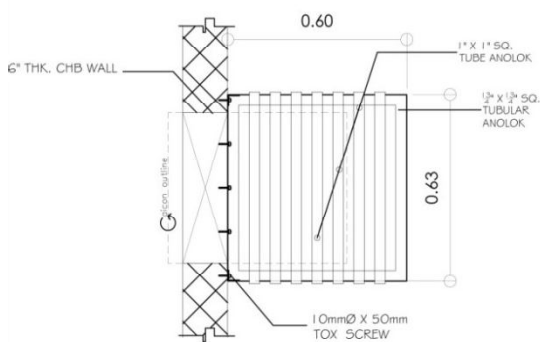
For BP220 Developments, only inner units of the townhouse are allowed to have ACU in front of the house. It should be covered with grills pre designed by the DEVELOPER.



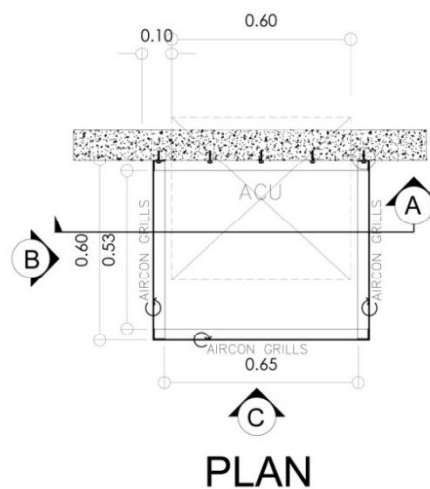
**ELEVATION "C"**



**SECTION "A"**



**ELEVATION "B"**



**PLAN**

**Section 19.3. Aerial Antennae and Satellite Dish**

In keeping with the vision to ensure harmony with the surrounding landscape and preserve the aesthetic value, desirability and attractiveness of the subdivision, no visual exposed aerial antennae will be allowed throughout the entire subdivision.

The following are not allowed to be installed without expressed written approval from the Developer and/or the Homeowners Association:

- Satellite/Parabolic Dish
- Radio Masts
- Professional/Commercial Radio based Antennae

A satellite dish may be allowed within the lot provided that the size of the dish shall not be more than thirty-six inches (36") in diameter. This should not be visible from the street or common area. It may be placed within the service area portion of the lot.

An antenna tower may be located within the side or rear portion of the property, provided that the height of the antenna shall not be greater than the distance between its location and the nearest property line.

#### **Section 19.4. Decorations**

The Developer encourages the Homeowners, but not mandatory, to dress up their property on special holidays/occasions (Christmas, Halloween, etc.). Such decorations should be removed within 15 days after the holiday/occasions. The Homeowner is responsible in checking the electrical load computation for use of special lights and the like. These decorations should be within the property and should not extend outside the planting strip, sidewalk, streets and other common areas.

## **PART 20 UTILITIES**

#### **Section 20.1. Utility Connection**

The Lot Owner is required to verify the actual location of underground utilities and its maximum allowable provision provided by the Utility Company prior to planning their house or any expansion and improvements of the existing house model. Permits are required from the DEVELOPER and/or HOA prior to tapping to any utility line.

Each Lot Owner is allowed only one connection for each utility line except for telephone, which allows a maximum connection of 2 telephone lines per lot.

Repair cost and/or relocation costs of any drainage line, water supply line, roads and/or other utilities affected by any house expansion or building of auxiliary structures shall be for the Lot Owner's account.

#### **Section 20.2. Water Cistern or Water Reservoir**

The Developer represents to the Lot Owner that the water system shall adequately serve their requirements. However, in order to efficiently distribute the water supply during high demand periods, the Lot Owner may install an underground cistern or reservoir, the capacity of which should not exceed a maximum of 4 cubic meters.

Overhead tanks are not allowed.

The maximum diameter of the water lines shall be 1 inch.

Water meters must be installed outside the property fence/gate to allow monitoring and inspection.

Plans and details of the cistern or reservoir shall be subject to the approval of the Developer and/or the Homeowners Association.

Water cistern installation entirely or partially above grade may be allowed provided that it's not directly be visible from the Street or Common Areas and adjacent property to where it's located. The location and capacity of the said cistern shall be subject to the Developer's approval.

#### **Section 20.3. Booster Pumps**

Booster Pumps are not allowed to tap directly to the main water supply system. No booster pump/s shall be allowed in the individual internal plumbing system without a cistern or reservoir of adequate capacity between the main water supply and said booster pump. It may be installed to draw water from a ground storage tank of adequate capacity and in which the storage tank is supplied by natural pressure from the water main.

Booster pumps should be placed where it is not visible from the street.

Installation of booster pump is subject to the approval of the Developer and/or the Homeowners Association.

#### **Section 20.4. Wells**

No water wells may be dug on any lot.

#### **Section 20.5. Solar Water Heater**



Solar water heater is allowed, provided that its equipment placed on the roof is organized and not visible from the road. These shall be screened, covered and installed in a manner, which prevent obstruction or distraction of views.

#### **Section 20.6. Electrical Power Supply System**

The design of the individual electrical system is single-phase. Accordingly, no three-phase appliances are allowed to be provided, used or operated within the lot.

#### **Section 20.7. Power Generating Sets**

The installation of any power generating sets shall require prior written approval of the DEVELOPER and/or HOA and shall comply with the noise level limit prescribed by the government regulation which is currently at seventy-five (75) decibels.

The setback of the power generating set shall be measured one (1) meter from any side of the exterior wall surface of the housing enclosure of the power generating set.

The Homeowner may have a power generating set with a capacity of at least 5.0 kva. The housing unit must comply with the required setbacks. A generating set, in addition to other installation requirements prescribed by the manufacturer thereof, must be installed in a separate housing enclosure for the purpose of concealing the same from public view and minimizing any noxious and hazardous effects.

The housing for the power generating set shall have a maximum building height of three (3) meters from the top of the sidewalk level. Appropriate noise and fume abatement measures should be provided by the Homeowner. Each Homeowner shall be fully responsible for any incidents caused by the installation and/or use of a said generating set within his lot.

This may only be used during power outages.

#### **Section 20.8. Solar Collectors**

Solar collectors may be installed for private construction provided it is installed on a pitched roof must lie flat on the roof and placed so that the edges are parallel and perpendicular to the roof ridge and edges. No part of the installation should be visible from the ridge line. Support, brackets, collector frames and exposed pipe should be painted the same color as the roof. Pipes, wires and control devices should be concealed. Collector frames should be placed so that they are away from public view. Collector frames located at the side of the building or at the ground level should be harmoniously integrated with the building and topography.

For house and lot Homeowners, installation of solar collectors are permitted only after the house is turned over and accepted by the Homeowner.

Installation of any solar collector by the Homeowner is subject to review and prior approval of the DEVELOPER and/or HOA.

#### **Section 20.8. Storm Water Drainage**

A tapping point for storm water drainage shall be provided by the DEVELOPER on each lot. The Homeowner shall construct and maintain at his own expense the necessary drain and/or piping systems within the boundary of the lot to intercept and convey storm water to the nearest drainage connection.

The Homeowner shall not discharge storm water directly into the common areas. Homeowners shall provide adequate catch basins and/or drains within his lot to intercept storm run-off from the roof and open areas of his lot prior to discharge into the drainage lines of the Subdivision.

No Homeowner shall be allowed to install any drainage line outside his property line without the written approval from DEVELOPER and/or HOA. Boring through the concrete curb and gutter is not allowed. The construction of any form of drainage from the lot directly into the street is prohibited. All drainage should be connected into the drainage lines provided along the streets.

#### **Section 20.9. Septic Tank**

All houses shall have a minimum 3-chamber septic vault or PVC Septic Tank conforming to the specifications provided by the Developer and Local Government Units. Boring through concrete gutter for tapping to the drainage system shall not be allowed. The septic vault shall have a minimum design capacity of 8 cubic meters and a minimum detention time of 36 hours. Plans and details are subject to the approval of the Developer and/or the Homeowners Association.

**Section 20.10. Sewage System**

All waste system shall be discharged into the septic tank. All drainage lines including discharge from the septic tank shall be connected to the main drainage system. No installation of any drainage line shall be allowed outside the property without the written approval of the Developer and/or the Homeowners Association.

**Section 20.11. Solid Waste**

Garbage receptacles/bins are not allowed placed outside the owner's property. It should be placed in appropriate trash bags, stored in a dry area within the property. Trash shall be directly brought of out the house only during the scheduled garbage collection period.

**Section 20.12. Other Utilities Conditions**

The Homeowners and/or HOA shall allow public utility companies to conduct maintenance or development works approved or required by the DEVELOPER.

The Homeowner shall be responsible for securing all utility for his dwelling unit. The DEVELOPER and/or HOA makes no representation regarding the quality and availability of service for any utility service rendered by third parties.

The Homeowner shall secure all necessary permits prior to connection to any utility line.

**CONFORME:**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Date Signed