



Camella Lipa Homeowners' Association, Inc.

Brgy. Tibig, Lipa City Batangas · HLURB Reg. No. 15447 · TIN No. 420-931-299-000

Official Website: <https://camellalipahoa.com> · Contact No.: +639171364374 ·

Email: hoaoofficial@camellalipahoa.com

CIRCULAR 2024 – 0202

Date : February 6, 2024
To : Our Valued Homeowners
From : HOA Management Office
RE : House Rules and Regulations, Violations, Fines and Penalties

In accordance with the provisions of the Deed of Absolute Sale and guidelines, the Camella Lipa Homeowners' Association, Inc. would like to reiterate the House Rules and Regulations that shall govern the use of the Common Areas and facilities of the Subdivision, the implementation of the administrative and operational guidelines, and such other matters in the furtherance of the interest of the Homeowners' Association for the efficient administration of the Subdivision.

Homeowners may refer in the Association official Facebook account, page and website for the complete copy of Deed of Restriction, violations, penalties and fines. These House Rules and Regulations will be strictly implemented starting **March 1, 2024** and may from time to time be adopted, amended or repealed.

The Camella Lipa Homeowners' Association, Inc. has formulated these guidelines with the intention of maintaining an environmentally friendly, sustainable master-planned community and one with a friendly neighborhood that is both peaceful and enjoyable.

We hope for your kind understanding and cooperation for the betterment of our Camella Lipa community.

Sincerely,

GUILLERMO A. OCAMPO JR.
CLHOAI-President

CLHOAI

CONTACT US:

**BILLING CONCERN – Email: camellalipahoa@yahoo.com.ph; camellahoa2021@gmail.com; **ENGINEER CONCERN – Email: camhoa.engineer421@gmail.com
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DEED OF RESTRICTIONS VIOLATIONS, PENALTIES AND FINE

Section 1: Use of Property

- 1.1. The Property shall be used solely and strictly for Residential Purpose.
- 1.2. 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.
- 1.3. 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 HOA.
- 1.4. 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 (House & Lot or Lot Only) or a portion thereof as boarding house/rooms, AIRBED & BREAKFAST (AIRBNB), MOTELS, sari-sari store; grocery store; hardware store; other retail stores; massage parlor; beer house; warehouse; gambling place; poultry, piggery, vulcanizing, welding, repair, junk, sash or steel workshop; computer rentals; restaurants and cafes; offices; recreational facilities; childcare or daycare centers; beauty and wellness services; bakery or any other uses which shall be determined by the HOA as commercial purpose. *(DOR Section 5.1.- d)*
- 1.5. 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.**
- 1.6. The Association reserves the right to enforce automatic lien of your property for all violations of the Deed of Restrictions and Design Guidelines, Rules and Regulations of the Association including unpaid dues to answer for any such violations.

TYPE OF VIOLATIONS	OFFENSES & AMOUNT
Using the lot or property of the Homeowners or any vacant lots and/or common areas without the permission of the owner and/or the HOA	1 st Offense: P2,000 repair/restore the part of unit/lot used within 5 days 2 nd Offense: P3,000 repair/restore the part of unit/lot used within 5 days 3 rd /Final Offense: P5,000.00 AND DECLARED NOT GOOD STANDING and restore/repair the part of unit/lot used within 5 days
Using the property or any portion for commercial purposes	1st Offense: P1,500 and discreet/remove immediately 2nd Offense: P2,500 and removed/closed immediately 3rd/Final Offense: P4,000 AND DECLARED NOT GOOD STANDING and immediate closure or removal

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Other violations of rules and regulations or Deed of Restriction and Guidelines under Use of Property	1st Offense: P1,500 2nd Offense: P2,000 3rd/Final Offense: P3,500 AND DECLARED NOT GOOD STANDING and to comply or clear the said violations
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Section 2: Nuisance Activities

2.1. 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.

The following activities are not permitted within the subdivision unless permitted or approved by the HOA.

- Excessive noise: Loud music, parties, construction work, or other noisy activities that disturb the peace and quiet of the neighbourhood.
- Funerals service can be emotionally charged events, and having such gatherings in a residential area may cause discomfort or distress to other residents who are not involved.
- Parking violations: Illegal parking at common area, other property, neighbouring lot/unit; blocking driveways, or parking in restricted areas (common areas or areas with posted signage) can cause inconvenience and potential safety hazards.
- Commercial vehicle parking: no entry and parking of commercial vehicles, such as large trucks or trailers, in residential areas, can be against subdivision rules and cause disruption.
- Pet-related issues: Uncontrolled or unleashed pets, excessive barking, failure to clean up after pets, and pets causing disturbances to others.
- Littering and improper waste disposal: Improperly disposing of garbage or leaving litter around the neighbourhood can lead to an unsightly environment and attract pests.
- Unauthorized alterations or constructions: Residents making alterations or additions to their property without obtaining proper permits or approval from the homeowners' association.
- Trespassing: Individuals entering private property without permission or loitering in common areas without a legitimate reason.
- Vandalism: Defacing or damaging property, including common areas such as parks, playgrounds, or community facilities.
- Speeding and reckless driving: Violating speed limits (20 KMPH) or driving irresponsibly within the subdivision can endanger other vehicles, residents, pedestrians and other properties.
- unruly gatherings: large gatherings or parties that disrupt the neighbourhood and violate any rules regarding noise, parking, or overcrowding.
- Late-night parties or gatherings: Noisy activities occurring during late hours (10PM onwards) that disturb neighbours and violate noise regulations.
- Improper use of common areas: Misusing community amenities or facilities, such as pools, gyms, clubhouses, parks, soccer field and others.
- Commercial activities: Running businesses from home without permission, causing increased traffic and disturbance.
- Abandoned or unkempt properties: Neglected properties that become eyesores and potentially lower the value of neighbouring homes.
- Unsightly yard maintenance: Neglecting the upkeep of front yards or properties, such as overgrown grass, weeds, or unmaintained landscaping, can be an eyesore for the entire neighbourhood.

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- Offensive Odors: Engaging in activities that produce strong and unpleasant odors, such as burning trash or chemicals, can be disruptive to the surrounding residents.
- Nuisance wildlife feeding: Feeding wildlife like birds, raccoons, or stray animals can attract pests and create potential health hazards.
- Air pollution: Activities that release harmful pollutants, such as burning materials, excessive car idling, or using certain equipment without proper ventilation.
- Illegal dumping: Dumping trash, debris, or hazardous materials in vacant lots or common areas of the subdivision.
- Outdoor storage: Leaving large amounts of clutter or junk in the front yard or visible areas can create an unattractive environment for the entire neighbourhood.
- Street racing or reckless driving: Engaging in dangerous driving behaviours that pose risks to residents and other motorists.
- Harassment and aggressive behaviour: Engaging in actions that intimidate, harass, or threaten other residents or visitors.
- Short-term rentals: Renting out properties on platforms like **AIRBNB** without adhering to the subdivision's rules and regulations for rental properties.

TYPE OF VIOLATIONS	AMOUNT
Nuisance Activities (Sec.2-2.1)	1st Offense: P1,000 2nd Offense: P1,500 3rd/Final Offense: P2,500 AND DECLARED NOT GOOD STANDING

Section 3: Hazardous or Illegal Items and Activities

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

TYPE OF VIOLATIONS	AMOUNT
Hazardous or Illegal Items and Activities (Sec.3-3.1) (Offenses plus will refer to concerned government agencies if necessary)	1st Offense: P2,000 2nd Offense: P2,500 3rd/Final Offense: P4,500 AND DECLARED NOT GOOD STANDING

Section 4: Property Maintenance (Cleanliness and Sanitation) and Waste Disposal

4.1. 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.

4.2. Do not leave your garbage hanging in your gate or in any common areas of the subdivision. 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 HOA (if any). Garbage containers of respective Properties should always be kept inside until such time of scheduled collection and disposal.

4.3. Segregation of waste into biodegradable and nonbiodegradable waste will be strictly implemented. Management Office strictly implement **“NO SEGREGATION NO HAKOT POLICY”**. Failure to comply will lead to issuance of violation and penalty.

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- 4.4. Burning of garbage and other waste materials within the Subdivision is strictly prohibited. The HOA may impose fines and penalties for littering in the Subdivision.
- 4.5. The waste segregation composes of biodegradable (organic waste), non-biodegradable (plastic, metal, paper, etc.), and sanitary waste. refer to the below segregation system and its scheduled pick up:
- **Monday, Wednesday, Saturday** **Organic Waste, Sanitary Waste**
 - **Tuesday** **Non-Biodegradable**
- 4.6. Criteria for storage container. Owner shall be required to provide a good waste storage container with the following prescribed qualities;
- Storage container should be LEAK proof.
 - Prevent pests and scavenging animal access into the stored waste.
 - Light and easy to lift when filled Can withstand bumps and stresses of being thrown about, has a stable base making it difficult to get knocked over
 - Can withstand corrosive, chemicals and abrasives.
 - Easy to clean, repair, and maintain
- 4.7. **Wet garbage** should be placed inside plastic bags which should be securely tied before being placed inside the garbage container.
- 4.8. 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 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.
- 4.9. 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 HOA shall give the Homeowner a period of **five (5) days** from receipt of written notice within which to remove such weeds, underbrush or unsightly objects. Failure of which shall give the HOA the right to enter the premises of the Property to cause such removal or rectification at the expense of the Homeowner.
- 4.10. 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.
- 4.11. **Surroundings:** The Owner/Tenant shall maintain the cleanliness of his surroundings at all times. The HOA shall have the right to clean the surroundings at the expense of the Owner/Tenant.
- 4.11.1. The Owner/Tenant shall not throw or allow to fall or permit throwing of any materials of substances whatsoever out of or from any window, door, passage, and common areas of common use.
- 4.11.2. Cutting of trees is prohibited unless there is prior permission from the HOA. 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. Should the Homeowner be allowed

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to cut, remove or relocate any tree within the Subdivision and 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.

I.3) TYPE OF VIOLATIONS	AMOUNT
No littering	1 st Offense: P500 and to clean up or removal of trash/garbage/debris (within 2 days) 2 nd Offense: P1,000 and to clean up or removal of trash/garbage/debris (within 2 days) 3 rd /Final Offense: P2,000 AND DECLARED NOT GOOD STANDING and to clean up or removal of trash/garbage/debris (within 2 days)
Non segregation of biodegradable and non-biodegradable waste properly.	1 st Offense: P1,000 and to clean up and segregate (within 2 days) 2 nd Offense: P1,500 and to clean up and segregate (within 2 days) 3 rd /Final Offense (IF NO ACTION DONE AFTER ISSUANCE OF WARNING): P2,500 AND DECLARED NOT GOOD STANDING and to clean up and segregate it properly (within 2 days)
No exterior clothesline or other outside clothes drying or airing facilities would be visible from the street	ISSUE Warning – no fines, immediate clearing 1 st Offense: P300 (1 day) to clear the area 2 nd Offense: P500 (1 day) to clear the area 3 rd /Final Offense (IF NO ACTION DONE AFTER ISSUANCE OF WARNING): P1,000 AND NOT GOOD STANDING and to clear the area
Other violations and penalties of rules and regulation or Deed of Restrictions under Property Maintenance and Waste Disposal	ISSUE Warning – no fines, immediate clean-up/clearing or removal of trash/garbage/materials/furniture and others 1 st Offense: P1,000 (within 2 days) clean-up/clearing or removal of trash/garbage/materials/furniture and others 2 nd Offense: P1,500 (within 2 days) clean-up/clearing or removal of trash/garbage/materials/furniture and others 3 rd /Final Offense: P2,500 AND DECLARED NOT GOOD STANDING and (within 2 days) you must clean-up/clearing or removal of trash/garbage/materials/furniture and others

Section 5: Use of Common Areas

- 5.1. 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.
- 5.2. 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 HOA shall have the right to tow the vehicle at the expense of the concerned Homeowner and/or to impose such penalties.
- 5.3. No vehicle shall be required or painted within project unit or common areas or be stored in any part of the unit other than the garage or carport.

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- 5.4. Homeowner shall not dump or store construction materials, rubbish, garbage or other waste materials in the Common Areas and other properties within the Subdivision (Refer to construction guidelines).
- 5.5. 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 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.

TYPE OF VIOLATION	AMOUNT
Causing any improper noise or commit any act which shall cause any alarm or scandal or cause disturbance to public peace	1st Offense: P1,000 2nd Offense: P1,500 3rd/Final Offense: P2,500 AND DECLARED NOT GOOD STANDING
Other violations and penalties of common areas without written permission and approval from HOA	1 st Offense: P1,500 2 nd Offense: P2,000 3 rd /Final Offense: P3,500 AND DECLARED NOT GOOD STANDING

Section 6: Use of Streets

- 6.1. Sidewalks and pedestrian bikeway system in the Subdivision shall not be used as parking of motor vehicles. placement of Plants or flowers, pot/vase, cages, garbage, tools, furniture, debris or any materials on the sidewalk are prohibited. Any damage caused by the owner's actions; he/she will bear the costs of the sidewalk repairs.
- 6.2. 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. **(Refer to construction guidelines)**
- 6.3. 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 street.
- 6.4. All sidewalks shall not be redesigned or reconstructed to serve as driveways/ramps for the use of Homeowners.
- 6.5. Road networks and alleys shall not be used as venue for recreation and social gatherings without taking permission to the CLHOAI.
- 6.6. For the purpose of regulating the use of and access to all Subdivision roads/streets, the 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, tricycles, service or other public vehicles may be issued at the discretion of and subject to the rules prescribed by the HOA. Any vehicles found "**no sticker**" after the required deadline from the HOA office shall impose penalty.

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6.7. Practice driving is strictly prohibited within the Subdivision.

TYPE OF VIOLATIONS	AMOUNT
Using Sidewalks and/or pedestrian bikeway	1 st Offense: P1,000 and he/she will bear the costs of the sidewalk repaired 2 nd Offense: P1,500 and he/she will bear the costs of the sidewalk repaired 3 rd /Final Offense: P2,500 AND DECLARED NOT GOOD STANDING and he/she will bear the costs of the sidewalk repaired
Practice driving	1 st Offense: P2,000 and removal of sticker 2 nd Offense: P2,500 3 rd /Final Offense: P4,500 AND DECLARED NOT GOOD STANDING
Stalled vehicle in common area more than 24 hours	1 st Offense: P1,500 2 nd Offense: P2,000 3 rd /Final Offense: P3,500 AND DECLARED NOT GOOD STANDING (Towing is the owner's responsibility & expense)
Other violations and penalties of streets without written permission and approval from HOA	1 st Offense: P1,500 2 nd Offense: P2,000 3 rd /Final Offense: P3,500 AND DECLARED NOT GOOD STANDING

Section 7: Parking

7.1. Vehicle shall be parked along any street within the project at any time when it obstructs the egress or ingress of any Unit or the free flow of traffic, except for the purpose of delivering goods, supplies, furniture, construction materials and only for a short period of time.

7.2. Double-parking in any part of the subdivision thoroughfares shall not be allowed. One lane parking particularly during garbage collection is strictly implemented otherwise there will be NO garbage pick-up.

7.3. 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 HOA. Boarding of Vehicle on the sidewalk is strongly encourage when necessary. **Vehicles parked in violation of this provision and/or the rules and regulations of 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.**

7.4. Driveways should be free from parked vehicles or any other form of obstructions at all times.

7.5. Unauthorized parking (including defective vehicles) in neighboring property lot is strictly prohibited.

7.6. In case of illegal parking, the HOA shall notify the concerned Homeowner through immediate attention or 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

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to ensure that his/her guests shall comply with the Subdivision rules and regulations and with the provisions of the Deed of Restrictions.

7.7. There shall be no stalled vehicles parked on the subdivision **roads and streets for more than twenty-four (24) hours**, otherwise, the HOA shall have the right to tow the vehicle at the expense of the concerned Homeowner and/or to impose such penalties.

TYPE OF VIOLATIONS	AMOUNT
Illegal parking or Unauthorized parking	1 st Offense: P800 and immediate removal/clearing of vehicle 2 nd Offense: P1,000 and immediate removal/clearing of vehicle 3 rd /Final Offense: P1,500, and immediate removal/clearing of vehicle AND DECLARED NOT GOOD STANDING
Double parking	1 st Offense: P500.00 and immediate removal/clearing of vehicle 2 nd Offense: P1,000 and immediate removal 3 rd /Final Offense (IF NO ACTION DONE AFTER ISSUANCE OF WARNING): P1,500 AND DECLARED NOT GOOD STANDING
Other violations and penalties of parking on the street or common areas	1 st Offense: P1,500 and immediate removal/clearing of vehicle 2 nd Offense: P2,000 and immediate removal/clearing of vehicle 3 rd /Final Offense: P3,500, immediate removal/clearing of vehicle AND DECLARED NOT GOOD STANDING

Section 8: Signs Boards and Signage

8.1. 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 HOA.

8.2. Signage “For Sale” or “For Rent” are **not allowed**.

TYPE OF VIOLATIONS	AMOUNT
Signage and Signs Boards	1 st Offense: P500 and immediate removal of signage 2 nd Offense: P1,000 and immediate removal of signage 3 rd /Final Offense: P1,500, and immediate removal of signage AND DECLARED NOT GOOD STANDING

Section 9: Car Stickers

9.1. Only vehicles with subdivision stickers will be given immediate access inside the subdivision Residents of Camella Lipa Subdivision can obtain these stickers from HOA Office subject to certain guidelines.

9.2. Only members in good standing may obtain the Camella Lipa Homeowners' Association, Inc. stickers from the HOA office. Car stickers shall be renewable yearly.

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- 9.3. The Association shall be free from any liability for any untoward incidents or damages that may occur arising from or during the use of motor vehicles and/or the use of subdivision stickers within Camella Lipa. The issuance of this sticker does not carry any acceptance of liability on the part of the CLHOAI.
- 9.4. All visitors or guest of homeowner/tenant shall only be allowed to enter the subdivision after cleared with the homeowners concerned and the car of visitors who have brought their vehicles shall BE allowed to enter upon surrender of his/her driver's license to guard on duty.
- 9.5. Stickers may be issued to Owners who are **members in good standing** subject to the payment of corresponding fee, for the purpose of regulating the use and access to all roads within the subdivision.
- 9.6. The sticker classifications or entry permits for vehicles may be issued at the discretion of and subject to the rules prescribed by the Association.

TYPE OF VIOLATIONS	AMOUNT
No Vehicle sticker/s	WARNING: Required to comply within 5 days from the date your name and vehicle listed in the log book of security at the entrance gate/boom 1 st Offense: P500 and immediate compliance 2 nd Offense: P1,000 and immediate compliance 3 rd /Final Offense: P1,500 AND IMMEDIATE COMPLIANCE AND DECLARED NOT GOOD STANDING

Section 10: Use of Service Areas

- 10.1. 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.
- 10.2. Permanent clothesline, washing and drying appliances or equipment is only allowed within the enclosed service areas. 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.
- 10.3. **Clotheslines:** Washing and drying of clothes shall be done only within the utility areas provided in each unit. No exterior clothesline or other outside clothes drying or airing facilities shall be erected or maintained in the unit or in any location where the same would be visible from the street for more than 2 days.
- 10.4. Balconies in front of the House shall not be used permanently as service area, storage or drying clothes if no other area within the property to dry clothes, balconies can be used for drying clothes for few hours only and shall be removed immediately once clothes are dry.

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TYPE OF VIOLATIONS	AMOUNT
No exterior clothesline or other outside clothes drying or airing facilities would be visible from the street	ISSUE Warning – no fines, immediate clearing 1 st Offense: P300 (1 day) to clear the area 2 nd Offense: P500 (1 day) to clear the area 3 rd /Final Offense (IF NO ACTION DONE AFTER ISSUANCE OF WARNING): P1,000 AND NOT GOOD STANDING and to clear the area

Section 11: Landscaping (Refer to construction violation)

- 11.1. 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 or the HOA.
- 11.2. 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.
- 11.3. 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 or the HOA.
- 11.4. 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.

Section 12: Cutting of Trees

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. Replacement tree/s must be first planted before the Homeowner is allowed to cut, remove, or relocate any existing tree.

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Section 13: Temporary Structures

13.1. 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 (Lot only or House and Lot), Common Areas and other properties within the Subdivision.

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

- 13.2.1. Gazebos
- 13.2.2. Cabana
- 13.2.3. Maids' or Driver's Quarters
- 13.2.4. Service / Utility Areas
- 13.2.5. Storage Rooms
- 13.2.6. Generator House
- 13.2.7. Playhouse
- 13.2.8. Pump rooms (for pools)
- 13.2.9. 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."

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

Section 14: Pets and Animals

14.1. 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 noncommercial quantity and purpose may be allowed unless further restrictions are implemented by the HOA. (*Refer to fines and violation*)

Section 15: Uses of Car Port

15.1. 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.

15.2. Additional requirements and details are provided in Part 7: House Improvements and Part 8: Carports, Vehicular Access and Driveways of the Design Guidelines. (*Refer to construction guidelines*)

TYPE OF VIOLATIONS	AMOUNT
Used as livable space, activity area or be utilized as utility or laundry space	1 st Offense: P1,500 2 nd Offense: P2,000 3 rd /Final Offense: P3,500, TO BE DECLARED NOT GOOD STANDING
Use of temporary structures without permit or didn't comply with the Deed of Guidelines	Penalty/Offense Refer to revised Construction Guidelines under Violation fines (Penalty for Construction)

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Section 16: Use of Amenities

16.1. 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 Management office of the Subdivision.

16.2. 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, butterfly garden, soccer field and clubhouse, the HOA 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.

16.3.

TYPE OF VIOLATIONS	AMOUNT
Not following the rules and regulation set for all the amenities	1 st Offense: P1,000 and to clean/repair the area 2 nd Offense: P1,500 and to clean/repair the area 3 rd /Final Offense: P3,500, and to clean/repair the area AND DECLARED NOT GOOD STANDING

Section 17: Sale, Disposition and Lease of the Property

17.1. 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.

17.2. 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.

All Homeowners must comply with the rules and regulations set forth for the use of amenities or facilities inside the subdivision

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