

**HENSONVILLE PLAZA HOME-  
OWNERS/RESIDENTS ASSOCIATION,  
INC.  
(HPHRA)**

**RULES AND REGULATIONS**

**GOVERNING THE USE OF**

**RESIDENCES, VACANT LOTS, CONSTRUCTION PROJECTS,  
FACILITIES, COMMON USE AREAS, SECURITY, CARE,  
MAINTENANCE AND OTHER RELATED MATTERS**

**June 1, 2020**

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**HENSONVILLE PLAZA  
HOME-OWNERS/RESIDENTS ASSOCIATION, INC. (HPHRA)  
RULES AND REGULATIONS**

**POLICIES GOVERNING USE OF  
VACANT LOTS, CONSTRUCTION PROJECTS, RESIDENCES, FACILITIES,  
COMMON USE AREAS AND OTHER RELATED MATTERS**

**PREFACE AND BACKGROUND**

*Hensonville Plaza was designed, approved and licensed as an exclusive single-family Residential compound solely for the purpose of providing a safe, peaceful and tranquil neighborhood and community free of any and all industrial, commercial and retail activities. Because of our adherence to this mandate, Hensonville Plaza remains one of the best “family-oriented” residential communities in Angeles. Therefore, it is up to all of us to take pride in our community and to help protect and safeguard our property values.*

*Hensonville Plaza was a master planned Residential Subdivision developed by Don Pepe Henson Enterprises, Inc. (DPHEII) commencing 1996 and comprised 99 Lots. All Lots in the Hensonville Plaza Subdivision have since been sold. As of March 2020, 15 Lots remain vacant with no Residence constructed on them.*

*Over two decades has lapsed since issuance of the original Rules and Regulations were issued. Much has changed with respect to the economy, labor laws, the number of homes in our development vs empty Lots, traffic, congestion and societal values. Further, DPHEII desires to turn full management and administration of the Association and the Subdivision over to the Lot-Owners/Home-Owners of the development. This requires reissuance of our Hensonville Plaza Home-Owners and Resident Association (HPHRA) Rules and Regulations from time to time.*

*Accordingly, HPHRA is responsible for reissuing and maintaining this updated and revised edition of the Rules and Regulations governing administration and management of the Subdivision. And from time to time, reassess the amount and manner of collecting monthly fees, or special assessments, as necessary and associated with the management and maintenance of Hensonville Plaza. The methodology and rationale for assessment of monthly fees can be found in the Addendum at the end of these Rules and Regulations.*

## RULES AND REGULATIONS

### 1. USE OF LOTS AND STRUCTURES

- 1.1. A total of 99 Lots with 99 individual homes were originally planned by DPHEI.
- 1.2. All Lots within the Subdivision shall be used “exclusively for Single-Family Residential purposes only”. Lots were established to be a minimum of 400 square meters for construction of one Single-Family Residence. No Lot can be subdivided in a manner that will make it less than 400 square meters.
- 1.3. Lots may be consolidated for the sole purpose for the construction of larger Single-Family homes, with or for, adjoining yards used for pools, children play areas and landscaping associated with Single-family home usage.
- 1.4. No commercial, industrial, retail or business enterprise may be operated from any lot, residence, street or sidewalk within Hensonville Plaza. **At no time shall any lot or residence be subdivided or utilized for the purpose of a dormitory, condominium, hotel, multi-family, duplex or commercial/industrial purposes.** This is because the Master Plan for the Subdivision and its design of the infrastructure with respect to width of roads, sidewalks, parking, storm drains, sewage capacity, water lines and common use community amenities is inadequate and insufficient to support larger populations and traffic resulting from commercial or industrial enterprises including multi-family, condominiums, dormitories, hotels and transitory lodging facilities. Such use is in violation of the covenants and rights of the other families residing in the Subdivision who purchased their lots and homes with the strict understanding that Hensonville Plaza was, and would always be, an exclusive premier Single-Family Residential community.

### 2. HPHRA MEMBERSHIP AND MAMF

- 2.1. All Lot-Owners and Home-Owners automatically become Members of the HPHRA upon assuming ownership of a lot or home. Membership is solely based on ownership of a lot or home, and it is mandatory and automatic once a property is purchased. All Members are subject to, and governed by, these HPHRA Rules and Regulations. Membership commences when an individual buys a lot or a residence within the Subdivision, either as an original-owner or upon a resale. Membership is not optional; it is mandatory for all Lot-Owners and all Home-Owners.
- 2.2. If a Residence is used as a rental property, the Single-Family tenant occupying the Residence must also comply with all the Rules and Regulations but **is not considered as a voting Member** of HPHRA. In this regard, Lot and Home Owners are responsible for informing HPHRA when renting their property such that said renter may be provided a copy of the Rules and Regulations. Everyone, including Lot-Owners, Home-Owners and Renters, residing or with lots within Hensonville Plaza are responsible for compliance with all aspects of these Rules and Regulations and payment of any monthly administrative or maintenance fees. Rental occupants are welcome to attend all HPHRA meetings and participate in community services and amenities and are expected to conform to all Rules and Regulations.

- 2.3. Monthly Administration and Management Fees (MAMF), also known as “Home-Owner Dues”, are required for the perpetual administration, management, maintenance, care and security the Subdivision and Common Use areas. Such expenses include, but are not limited to, the cost of administration and any legal fees, compound security, labor, tools and equipment, street lighting, maintenance of the streets, sidewalks and main-gate facilities, and upkeep of the common use areas to include the club house, pool and other community amenities, landscaping and accrual of monies for capital improvement projects.
- 2.4. The MAMF is based on two categories of Membership, either as a Lot-Owner (Vacant Lots) or a Home-Owner (Lots with Residences built upon one or more Lots). Ownership is solely defined by the name recorded on the deed of sale of the Lot or Home in the local government offices. Ownership determines membership. All Members are responsible for paying their fair share the costs necessary to administer, manage, secure and maintain the compound, regardless if the Lot is vacant, or if a home is built on the Lot, or if the home is occupied by a renter whether occupied or vacant. **There are no exceptions.** Renting of a Residence does not exempt a Lot-Owner/Home-Owner of the responsibility to pay the MAMF, regardless of what a Lot-Owner/Home-Owner may require of a tenant. If an owner requires a renter to pay the MAMF, failure of the tenant to pay on behalf of an owner **does not** exempt the owner of the owner’s responsibility to pay.
- 2.5. Vacant Lot-Owners are required to pay their allocated fair share, as described below. Vacant Lot-Owners also benefit from compound security, lighting of streets and general upkeep of vacant lots and overall administration of the Subdivision. Nonpayment by anyone puts an unfair burden on those that do pay. All Lot-Owners/Home-Owners and Residents, benefit from compound security, access control, landscaping, upkeep, grooming of empty lots, maintenance of community common-use amenities and general maintenance and cost of utilities such as street lighting.
- 2.6. Monthly Administration and Management Fee (MAMF) Structure:
  - 2.6.1. All Single-Lot Residences, regardless if Owner-occupied, Renter-occupied or Vacant, shall pay Php 2,000/month, effective July 1, 2020, in six-month increments, due in January and July of each and every year.
  - 2.6.2. Vacant Lots with no residence located on them, effective July 1, 2020 shall pay Php 500/month per Vacant Lot, for each Vacant Lot owned, in six-month increments, due in January and July each and every year.
  - 2.6.3. Vacant Lots that have been consolidated with other Lots to create a larger Lot for which a larger Residence or yard was incorporated must pay Php 500/month for each additional Lot consolidated within the Residential property, in six-month increments, due in January and July each and every year. Reduction in the number of the planned 99 original Lots, places a disproportionate burden on the other Lot-Owners to the exclusive benefit to the larger consolidated Lot-Owners. For the sake of clarity, if a Lot-Owner consolidates two or more Lots, the MAMF will be determined as follows: Php 2,000 for the basic Lot with Residence plus Php 500 for each additional Lot consolidated and included in the property, such that a Residence that now sits on 4 Lots, the monthly fee will be Php 3,500 (2,000 for the base Lot and Residence, plus 500 for each of the remaining three Lots consolidated and incorporated into the new property).

- 2.7. The MAMF is used exclusively to pay for the cost to administer, manage, maintain, and provide security on behalf of the affairs of the Subdivision. The MAMF is utilized to pay for, but is not limited to, all supplies, tools and equipment and related costs associated with the general security, maintenance and upkeep of the roads, sidewalks, curbs, drains, landscaping, gates and gate guard house, perimeter fence/walls, the common-use community center facilities and the utility fees associated with these services such as electricity and water in addition to the compensation of the guard force and all HPHRA employees. All Members of HPHRA, which includes all the Owners-of-Record on recorded land and home titles and deeds in government offices, are required to pay their fair share, as they derive benefits of these services by virtue of acquiring property or living within Hensonville Plaza, whether the Lot is vacant or built upon, or whether the Residence is occupied or not.
- 2.8. Failure to pay MAMF in a timely manner, places an unfair burden on other Residents living within Hensonville Plaza. In the event a property is delinquent, any, or all, of the following actions may be taken by HPHRA:
  - 2.8.1. Posting of the names of delinquent parties on a sign at the main gate,
  - 2.8.2. Posting of signage on the property advising of the delinquency,
  - 2.8.3. Restricting access to Hensonville Plaza to pedestrian traffic only, vehicular access will be denied until payments have been made in full, this applies to Real Estate Agents and Brokers as well as prospective tenants and vendors or suppliers.
  - 2.8.4. Assessment of Late Fees,
  - 2.8.5. Placement of liens against the property, and
  - 2.8.6. Other legal recourse as may be determined.
- 2.9. Board Officers of the HPHRA are volunteers. The MAMF shall not be used to pay any compensation to any Home-Owner or Lot-Owner who is a Board Officer of HPHRA. Direct expenses incurred in direct support of their duties as Board Officers of HPHRA such as postage or printing however may be reimbursed.
- 2.10. Garbage collection and individual utility costs associated with individual Lots and homes is the direct responsibility of the Lot-Owners and Home-Owners.
- 2.11. Major capital-intense expenses, including improvements and/or renovations of enhanced security, roads, sidewalks, perimeter fence, gate and common use facilities may be paid from capital improvement accruals or special assessments as determined by the Board Officers of HPHRA. Payment of such special assessments is not optional.
- 2.12. The MAMF shall be paid in semi-annual installments to facilitate the efficient and timely collection, accounting and management of the fees. Discounts or late fees may be offered for timely payment or assessed for late payments at the sole discretion of the Board Officers.
- 2.13. The MAMF shall be considered delinquent at the end of the month immediately after the established due-date. Incentives for punctual early payment, and penalties for late payments, will be determined by the Board Officers of HPHRA. These will be regularly reviewed with notices to the membership in writing from time to time. Lot-Owners/Home-Owners delinquent in payment of their MAMF assessment, after the second month past due, will be restricted to pedestrian traffic only access to their property and shall not be allowed to drive any motor vehicle into the compound, including to access of vendors, deliveries or real-estate agents until such payment is made. This is because the streets and infrastructure of Hensonville Plaza are common-use community properties

maintained exclusively and for the benefit of all Members who pay their fair-share of the MAMF. Failure to pay deprives a Member from their right to use any of the common use facilities. If the home is occupied by a Renter, the Renter will not be allowed to drive any motor vehicle into the compound, or receive deliveries from vendors, until such delinquent MAMF fees are paid in full. Late payment or nonpayment is not fair to other Residents since they are in effect subsidizing the benefits derived by delinquents. For the purpose of clarity, if the delinquency continues into the beginning of the 3<sup>rd</sup> month past due, HPHRA security guards will restrict vehicular access to the compound for any delinquent Lot-Owner or Resident, their Tenants, or guests and vendors. **Pedestrian access will never be deprived**, and will be the only access permitted until all delinquent payments and penalties have been made in full. In the event MAMF fees remain unpaid, at the conclusion of the 3<sup>rd</sup> month past due, a lien will be registered with appropriate government offices against the property for any and all MAMF fees plus penalties which must be liquidated before any subsequent legal sale can be accomplished.

### 3. CONSTRUCTION

- 3.1. All building plans and specifications must be approved in advance by the HPHRA prior to the start of any construction. Construction workers shall not be allowed entrance into the Subdivision without a signed approval from the HPHRA President or his authorized representative. Building plans and specifications must consist of the following:
  - 3.1.1. Location of the building in relation to the boundaries of the Lot.
  - 3.1.2. Complete and detailed set of design and construction plans and specifications to include a three-dimensional perspective complete with colors and landscape schemes.
  - 3.1.3. Architect's estimate of cost to construct.
  - 3.1.4. All city building permits and approvals
- 3.2. Construction of any single-family Residence (structure only) must be at least Eight Million Pesos (Php 8,000,000) value. Absolutely no multi-family, dormitory, hotel or condominium style structure will be allowed.
- 3.3. The posting of a construction bond in the favor of the Hensonville Plaza Home-Owners/Residents Association, Inc. in an amount of Five Hundred Thousand pesos (Php 500,000).
- 3.4. The Lot-Owner/Prospective Home-Owner shall be responsible for the safety and cleanliness of the construction site and shall ensure that the construction contractor keeps the site clean and the streets unobstructed unless otherwise approved in advance by the HPHRA.
- 3.5. No construction plans will be approved unless the Member's accounts are current and paid in full, including all MAMF fees and any assessed fines or penalties or other assessments billed by the HPHRA and associated with the Owner of the property.
- 3.6. If there are any damages to sidewalks, storm drains, light poles, road surfaces or adjacent Lots or property, the Home-Owner shall be solely responsible, regardless of the contractor's ability to fix or pay for damages or admission of fault.
- 3.7. In connection with the request for approval of building plans and specifications, the Owner must submit a notarized Affidavit of the undertaking signed by him/her and the HPHRA stating among others things that they will comply with the following:

- 3.7.1. Whereas, the Owner has read, understands and will comply with the provisions of the HPHRA Rules and Regulations.
- 3.7.2. Whereas, the structure to be constructed shall be constructed in accordance with approved plans and specifications. If the Owner decides to change or make alterations to the approved plans and specifications, he/she must first submit a new set of plans and specifications for approval by the HPHRA. The new plans shall be implemented only upon the approval of the HPHRA and issuance of the necessary building permit.
- 3.7.3. Whereas, the Owner has fully paid all outstanding fines/penalties associated with the site in the event there are outstanding violations of the Rules and Regulations.
- 3.7.4. Whereas, the Lot-Owner/Prospective Home-Owner authorizes the HPHRA or its representative to enter the site and premises of the project for inspection purposes, compliance with the submitted and approved plans and specifications and compliance with safety standards and to effect immediate stoppage of work in case any violation is noted.
- 3.8. HPHRA reserves the right to refuse entry into the Subdivision to any construction worker, vendors delivering materials or sub-contractors if the Owner fails to comply with any of the terms and conditions of these Rules and Regulations, safety violations or violation of any government regulations.

#### **4. CONSTRUCTION WORKERS AND RELATED CONSTRUCTION ACTIVITIES**

- 4.1. All Lot-Owners/Home-Owners must comply with the provisions of the National Building Code and all local zoning ordinances for R-1 type construction. The Owner also agrees to comply with all of the provisions of the HPHRA's Rules and Regulations.
- 4.2. The Lot-Owner/Home-Owner will submit a list of the names of all personnel associated with construction work along with their corresponding Police and Barangay Clearances with their picture ID. This will be used by security to authorize them to enter, work or stay at the proposed project work site.
- 4.3. Clearance and entrance into Hensonville Plaza Subdivision of workers associated with the construction project shall be accomplished by subject individual presenting a photo ID. The photo ID shall be presented to the Main Gate guard at time of each entry.
- 4.4. All construction workers of a specified construction project within Hensonville Plaza will be prohibited from entering on any motor vehicle. Workers shall leave their vehicles outside the gate area and will enter and leave together as a group. Entry is not allowed before 6:45am. All workers, except those authorized to remain on the project site for security purposes, shall exit the premises not later than 5:45pm.
- 4.5. Construction personnel, once inside the compound, must remain on the worksite at all times. Walking around other compound locations is not permitted.
- 4.6. No more than two (2) workers may stay at the project work site beyond 5pm for site security purpose. Working past 5pm is prohibited.
- 4.7. Construction workers are not allowed to have visitors inside the Subdivision at any time.
- 4.8. No fires of any type are permitted on the project work site (or in the Subdivision). This includes cooking fires or the burning of garbage/trash or other materials. Cooking must be done using gas stove or other device intended for cooking.

- 4.9. All workers will maintain peace and order within the Subdivision while construction is on-going. This includes but is not limited to music/radio which must not be audible beyond worksite boundaries. Construction workers shall be polite and civil, and shall not heckle or speak-out in an uncivil manner towards any resident or guest. Failure to act in a civil and friendly manner may result in the worker being prohibited from entering the subdivision.
- 4.10. The Lot-Owner/Home-Owner of said construction, its builders, contractors and vendors are responsible for safety and all acts of all those working or staying at the construction site and/or delivering materials thereto.
- 4.11. The jobsite must be kept in clean and sanitary condition during the construction, and trash receptacles with lids must be provided.
- 4.12. All construction, staging of construction materials, equipment and construction trash and debris must be staged within the confines of the Lot under construction. The construction contractor may request use of vacant lots or common use areas for staging; however, such use shall not be automatically assumed. If the vacant Lot owner approves, and HPHRA authorizes, use of any vacant lot, the construction contractor will ensure that the vacant lot site is continuously cleaned and staged neatly with all trash removed at least on a bi-monthly basis.
- 4.13. All debris, waste material and garbage must be removed from the job site and adjoining Lots and removed from the Subdivision bi-monthly by the 15<sup>th</sup> and last day of each month, or sooner, if so, directed by the HPHRA due to excessive accumulation or unsightly appearance.
- 4.14. Streets must be kept clean and unobstructed at all times. They must be cleared of any kind of construction materials, and **STREETS AND SIDEWALLS MUST NOT BE USED FOR CONSTRUCTION PURPOSES SUCH AS MIXING CEMENT, CONCRETE OR RELATED CONSTRUCTION ACTIVITIES.** Sand/gravel/material may be temporarily stored on the street if requested and approved in advance by the HPHRA and shall not interfere with traffic or parking nor pose an inconvenience to any neighbor.
- 4.15. Construction workers **ARE NOT ALLOWED TO BRING ALCOHOL, DRUGS OR DEADLY WEAPONS** into the Subdivision.
- 4.16. One fire extinguisher must be visible on the work site and be operational.
- 4.17. Approved portable latrines must be provided, and used by the construction workers. Such latrines must be kept in a clean and sanitary condition at all times and emptied as required.
- 4.18. Workers are prohibited from loitering in the streets within the Subdivision or trespassing on the property of neighboring Residents. Streets and sidewalks are not to be used for any purpose except to gain access to the project work site. Construction of basketball courts is prohibited.
- 4.19. Workers must have ID's at all times for identification and security purposes and present them to any Home-Owner, security guard or concerned party that wants to identify them.
- 4.20. Construction activities are allowed only between the hours of 7:00 am to 5:00pm. Construction activity before or after the prescribed hours must be approved by the HPHRA in advance of the work. This includes deliveries of material of any kind. Notice must be given to adjacent neighbors.

- 4.21. No construction is permitted on Sunday. This is so that neighbors, Residents and families can enjoy peace and quiet on their day of rest.
- 4.22. The delivery of construction materials and or entry of laborers/workers may be stopped by the HPHRA if in its opinion the Lot-Owner/Home-Owner/builder is intending to, or persisting in, the violation of the Rules and Regulations of HPHRA concerning construction or behavior within the Subdivision.
- 4.23. Sidewalks are owned by the Subdivision and must be maintained and clear of construction materials. There must be sidewalk or walkway access on all streets. Landscaping must be done in a way that does not interfere with sidewalks.
- 4.24. The Home-Owner is responsible for remediation of any damage caused to or by the construction company or their sub-contractors or vendors to the street, curbs, sidewalks, drainage system, power lines or other Subdivision infrastructure. This includes removal of any concrete or paint spills, cracking or breaking of any road, curb or sidewalk surface or any of the public utilities.
- 4.25. In the event of noncompliance with any of the HPHRA Rules and Regulations, HPHRA reserves the right to restrict access to any, and/or all, of the construction crews or subsequent delivery of any materials or supplies.

## **5. IDENTIFICATION AND ACCESS**

- 5.1. All Residents and household staff members must obtain an Identification Card from the HPHRA, or provide a list of household staff and Residents that are allowed to work or live in the premises. The list of names shall be kept in the guardhouse for security purposes. This allows HPHRA security to know who is an authorized Resident or full-time Resident-authorized worker. All others can be challenged since anyone can tell the guard they live in the Subdivision and the guard would have no way to validate or know if such access was approved by the Home-Owner unless specified in writing.
- 5.2. New Residents, including new Tenants if renting a Residence, must advise HPHRA one week in advance of moving into their new home, in order arrangements for garbage collection, household identification cards, vehicle passes and payment of fees/penalties may be arranged and scheduled.
- 5.3. All Home-Owners will provide security at least one telephone number and email address such that the guards may contact Lot-Owner/Home-Owners on any community notice or questions that may arise in the course of protecting property within the Subdivision.
- 5.4. Residents should try to provide advance notice for any planned deliveries, such as food deliveries, appliance/furniture deliveries, deliveries of bottle gas and water or associated planned events. This will further help safeguard the Subdivision from unauthorized intruders.

## **6. MAINTENANCE**

- 6.1. Lot-Owners and Home-Owners are required to maintain their Residences, property and premises, including vacant Lots, in a manner consistent with a first-class Subdivision. Tires and other items on the roof, junk or derelict articles in the yard, farm type animals and overgrown vegetation, weeds and trash are inappropriate for a Subdivision such as Hensonville Plaza.

- 6.2. Lot-Owners/Home-Owners must maintain and regularly trim the grass and shrubbery inside and outside their fences/gates. This includes but not limited to the routine trimming of the grass and shrubbery and eliminating weeds. Grass should be trimmed and edged such it does not infringe on the curbs, sidewalks, driveways or against the sides of fences and walls. Failure to comply with generally accepted standards of cleanliness and neatness will be grounds for HPHRA to do so at the Lot-Owner/Home-Owner expense. The Lot-Owners/Home-Owner will be charged for this service in addition to the MAMF or fines if such conditions persist.
- 6.3. Preventive and routine maintenance of Residences and Lots is a necessity to maintain the standards of a first-class Subdivision. Therefore, all homes, fences and roofs of homes must be kept clean and in a reasonable condition to prevent the structure or facilities from becoming an unsightly eyesore or infringe on the safety of the community.
- 6.4. Residences and Lots may not be used for storage of derelict vehicles, tires, abandoned appliances/furniture, hazardous materials or other items better categorized as garbage, yard wastes, trash or junk.
- 6.5. Conformity, cleanliness, proper maintenance and adherence to all building codes and ordinances must be maintained.

## **7. GARBAGE, TRASH AND YARD WASTE**

- 7.1. Good housekeeping and refuse management are important to help reduce the numbers of rodents and pests. All Residents must dispose of their weekly generated trash, garbage and yard wastes properly, in a standard commercial-trash receptacle with a lid, trash cans must be approved by HPHRA. Small plastic pails or containers with no lid are not permitted. Yard wastes such as tree limbs or other large materials may be bundled and/or staged pending pick-up, however such pick-up must occur within one week of being staged.
- 7.2. Residents or their guests shall not throw litter or trash in the street or empty Lots. This includes cigarette butts, empty cigarette packages, plastic water or beverage bottles and cans or food wrappers. Empty Lots may never be used for depositing yard or construction wastes. All Residents are encouraged to pick-up any loose or blowing trash or debris in the streets or common use areas as a courtesy to others and to help maintain high standards.
- 7.3. **BURNING OF GARBAGE/TRASH AND YARD WASTE IS PROHIBITED.** This is necessary to be considerate to others in the Subdivision. The safety and health of young children, the elderly and those with respiratory health issues must be considered. In addition, the ash settles in the pools and properties of Subdivision Residents. This ban is also in accordance with local ordinances.
- 7.4. Failure to comply with prescribed reasonable landscaping and grooming standards, to include, but not limited to excessive weeds, dead or untrimmed shrubbery and vegetation, timely removal of trash and debris, deterioration in walls, fencing or Residential structure may result in penalties and HPHRA corrective remedial action to remedy the deficiency billable to the Lot Owner/Home Owner.
- 7.5. Empty Lots will be groomed by HPHRA including the routine weed-whacking of vegetation and removal of heavy vegetation and debris by virtue of collection of the MAMF for empty Lots. This helps control pests, rodents and stray animals as well as elimination of places for potential intruders to hide thereby making it easier for HPHRA security personnel to help safeguard the Subdivision.

## 8. PUBLIC AND COMMON USE AREAS AND FACILITIES

### 8.1. STREETS SIDEWALKS/VACANT LOTS

- 8.1.1. All sidewalks and streets are common use areas and belong to the HPHRA and as such cannot be used or dedicated for private use. tables, chairs, benches, dog cages, are not permitted in or on public/common-use areas. The common areas are for everyone to use and not for the sole use of those who live adjacent to them.
- 8.1.2. The use of streets, sidewalks and vacant lots for basketball, baseball, badminton and/or other sporting and recreational activities is prohibited. The noise, congestion, ruckus and interference with traffic associated with such activities create a nuisance and is annoying to neighboring properties. The clubhouse facilities have tennis courts, pool complex and other facilities which are intended for such recreational sporting activities.
- 8.1.3. Vacant Lots are not to be used unless the expressed permission is granted by the Lot-Owner and HPHRA and shall always be of a temporary nature.
- 8.1.4. Vacant Lots may not be used for other commercial purposes other than construction of single-family Residential homes or consolidated with other Lots to construct larger single-family Residential homes. However, consolidation with other Residential Lots does not alleviate its Owner from payment of the MAMF associated with said Lots.
- 8.1.5. Vacant Lots may be used, with the express permission of the Lot-Owner, for small vegetable gardens, however such gardens **MUST STILL BE KEPT NEAT AND CLEAN** with the routine elimination of any unwanted garden wastes or debris such as rocks, stakes or discarded vegetation. Violators will be assessed fines and penalties as well as assigned the cost to remediate or return the Lot to its prior condition.
- 8.1.6. HPHRA will weed-whack empty Lots periodically to keep excessive vegetation and unwanted pests and rodents under control. Such services are deemed to be covered by the assessment of vacant Lot Owner MAMF fees.

### 8.2. POOL AND CLUBHOUSE FACILITIES

- 8.2.1. The regular operating hours of the common use clubhouse, its facilities, pool and tennis courts are from 8am to 8pm. However, for special occasions, and with the approval of HPHRA, the common use clubhouse and facilities may be used until 10pm.
- 8.2.2. There is no charge for Members to use the facilities. However, they do not have the right of exclusive usage, unless specifically approved by HPHRA in writing. More than one person or group may use the facilities at the same time. In the case of tennis courts, Members must take turns, and may not dominate or use exclusively.
- 8.2.3. The facilities are available for rental on an exclusive basis by any Resident of Hensonville Plaza in good standing. Good standing means that all outstanding fees and penalties have been paid in full and property is landscaped/maintained in a reasonable condition. Residents using the facility are responsible for any damage that may occur within the clubhouse or in the compound as a result of the actions of any of their guests and they must return the compound in the same

condition as they accepted it, including the cleaning of any spills, policing and removal of any trash and debris they generated. Operating hours can be extended to 10pm for such purposes, but must be approved in advance by the HPHRA.

- 8.2.4. All reservations are done on a first come first serve basis.
- 8.2.5. A schedule of special occasion usage fees will be determined by the HPHRA. In the event the compound is not returned to its original state, the HPHRA will assess cost of clean-up or repairs to the offending Resident.
- 8.2.6. The first and third weekend of each month are reserved for Members only and shall not be available for rental use as a special event, this is to ensure that all Residents have opportunity to use the facilities on some weekends.
- 8.2.7. A reservation board will be maintained for the swimming pool, tennis court and other facilities.
- 8.2.8. Visitors using compound facilities **MUST ALWAYS BE** accompanied by a Resident and all guests must comply with all HPHRA Rules and Regulations.
- 8.2.9. Unattended minors below the age of 16 must be accompanied by an adult Resident.

## **9. PEACE AND ORDER**

- 9.1. Courtesies and consideration must be extended to the privacy, peace and safety of the Subdivision neighborhood.
- 9.2. No firearms or explosives shall be discharged inside the Subdivision.
- 9.3. There should be no excessive horn tooting or honking of the car in the Subdivision especially when being used as doorbell. Be considerate of your neighbors.
- 9.4. Incessant barking of dogs must be managed and controlled.
- 9.5. Yelling or speaking loudly should be avoided.
- 9.6. Residents are responsible for keeping the noise level from the members of their house and guests under control. This includes, but is not limited to, music players, radios, loud children, parties, and, especially, videoke/karaoke machines. Sounds should not be so loud as to be heard in the neighboring Lots or in the street and under no circumstances after 10 PM, unless previously approved coincident with a special event or on an exception basis. Fines will be issued if offending noise levels are not reduced after receiving a warning. As a common courtesy, if the noise or nuisance level is bothersome, a visit to the neighbor to advise them is the preferred way to address the problem. If it persists, notify the main gate security personnel who will also then follow-up with said neighbor.
- 9.7. Drinking of alcohol in the streets or on the sidewalks is prohibited, unless coincident with a block party or special event and approved in advance by the HPHRA.
- 9.8. Cigarette butts and packages, plastic beverage containers as well as fast-food wrappers are not to be discarded on the streets or sidewalks.
- 9.9. No commercial, industrial or retail operations are authorized or permitted within the confines of the Subdivision, this includes no resale/retail operations of any commodity such as food, soft drinks, alcoholic beverages, pre-paid phone cards, laundry operations or other commercial operations.

## **10. PARTIES AND SPECIAL EVENTS**

- 10.1. Special events or special parties may be considered on a case-by-case and on an exception basis for celebrations such as New Year's Eve, National Holidays, Weddings etc, however excessive noise must not continue past midnight on those specific special occasions previously approved by HPHRA.
- 10.2. Street or block parties for special events shall not be permitted without the prior approval of the HPHRA. Such a request must identify the event, times of operation, number of guests expected and other details and must be done in writing. Each request will be evaluated on its potential disruption to neighbors.
- 10.3. Use of loudspeakers, microphones or fireworks in public places must be cleared in advance by the HPHRA.
- 10.4. Activities, including excessive sound, must remain inside of the property area of the Resident and not spill over into the street unless approved in advance by the HPHRA.
- 10.5. All guests must surrender an ID card if attending a special event or entering the compound unless a guest list is provided in advance in which case the guards can compare each guest with the pre-approved guest list such the surrendering of ID's is not necessary. If a person is not on the pre-approved guest list, any guest entering must surrender a valid ID card. If the guest is the Driver of the vehicle, **the only approved valid ID will be the Driver License** since each driver by law must have a valid driver's license.

## **11. ANIMALS AND PETS**

- 11.1. Farm animals such as cows, pigs, chickens/roosters, goats, horses etc, in addition to exotic animals such as snakes, monkeys or endangered species are not permitted under any circumstances.
- 11.2. Dogs must be kept in an enclosed yard or on leash when walking.
- 11.3. Loose dogs present a danger to all Residents especially children and as such will not be tolerated. When dogs are outside of the yard they are to be supervised and under control at all times. Any damage caused by loose dogs is the responsibility of the Owner. Dog waste must be picked up by individuals walking their animals in the Subdivision.
- 11.4. Unnecessary or incessant barking is strictly prohibited. Residents have the responsibility to ensure their dogs do not create a nuisance by disturbing the peace and quiet of the neighborhood.
- 11.5. Cats shall not be allowed to stray in public spaces. Cats that are loose in the neighborhood are subject to capture and removal. Residents who have cats that have litters are responsible for ensuring kittens do not escape into the neighborhood and become a nuisance, such cats or kittens will be captured and removed.

## **12. VEHICULAR TRAFFIC AND PARKING**

- 12.1. Vehicular access is limited to Lot-Owners, Home-Owners, Residents, Renters and their Guests, in addition to authorized commercial vendors for deliveries of supplies or materials or authorized service providers for home repairs or construction personnel.
- 12.2. There are two types of Vehicle passes, RESIDENTS (R) and NON-RESIDENTS (NR). Vehicle Passes allow our guards to control gate access better and Member guests to have easier more convenient access. Passes for Residents, include only Lot-Owners, Home-Owners and Renters and their immediate family members residing with them on a full-time basis, these passes are known as RESIDENT PASSES (R). A second pass will be required for NON-RESIDENT vehicles for workers or guests who visit on a frequent

basis, including extended family guests and/or friends or workers who visit often or require frequent access. Real Estate agents/brokers and vendors **are not** authorized NR passes. Any vehicle not having a R or NR pass, will be required to surrender their Driver's License to the gate guard upon entering. Effective January 1, 2021, RESIDENT Vehicle Passes will be Php500 each, NON-RESIDENT Vehicle Passes shall be Php750 for each decal approved.

- 12.3. All Residents are required to purchase and display a current annual RESIDENCE (R) HPHRA vehicle stickers for their motor vehicles. Proof of Ownership and family relationship must be presented in order to prevent unauthorized issuance of stickers. **Residents are authorized no more than four (4) RESIDENT vehicle passes.** NON-RESIDENT passes should be restricted to only those vehicles that make routine visits to Hensonville Plaza on a weekly basis. HPHRA reserves the right to deny granting a vehicle pass if deemed controlled vehicle access is being manipulated to park commercial vehicles. HPHRA Security personnel are authorized to scrape/remove any HPHRA vehicle pass that is being abused for unauthorized usage.
- 12.4. The speed limit within the Subdivision is 25 KPH.
- 12.5. Our streets are narrow, so Home-Owners and Tenants should try to park cars inside their carports or off the street in their driveways to the maximum extent practical and as a courtesy toward their neighbors and to provide more room for guests. Occasional parking on the street is permitted, but Residents should be considerate to neighbors and ensure the streets are not obstructed so easy passage of traffic may occur. Vehicles with NR Passes are forbidden to be parked on Subdivision streets for multiple days at a time unless specifically authorized in advance.
- 12.6. Large commercial, industrial or large recreational type trucks and commercial vehicles are not allowed in the compound and are not to be parked on the street unless actively engaged in making deliveries or making pick-ups such as loading or unloading appliances, furniture or providing services to a Resident. Residents are not allowed to park commercial taxis, jeepneys, vans or other commercial vehicles, even if just for overnight parking. Such vehicles will be denied HPHRA vehicle passes. Hensonville Plaza streets are zoned solely for residential related traffic and for the exclusive benefit of its Residents and their guests. Any and all parking of any commercial or industrial type vehicle, not in the daily use of the Resident is strictly prohibited. Said vehicles may be towed off-site, at the Owner's expense, for repeated violators.

### **13. TRIKES, MOTORCYCLES AND JEEPNEYS**

- 13.1. Residents and Non-Residents (visitors, guests, workers, etc.) are permitted to enter the Subdivision by trike, motorcycle or Jeepney between the hours of 6:00 am - 10 pm for transient purposes.
- 13.2. Two stroke engines must not be loud or entry will be denied.
- 13.3. Large motorcycles must be sufficiently silenced that they do not create a noise nuisance.
- 13.4. Commercial Trikes and Jeepney's may make pick-ups and drop-offs, but shall not remain in, or parked on the streets, of the Subdivision.
- 13.5. Any motor vehicle that is deemed unsafe or too-loud as to cause a noise-nuisance or safety risk to HPHRA residents shall be denied entry.

## **14. SECURITY**

- 14.1. Various “Standard Operating Procedures” (SOP) will be developed and adopted from time to time for use by HPHRA security or maintenance personnel. These SOP’s will be consistent with our HPHRA Rules and Regulations, public law, civil threat assessments and potential threat levels and will help provide guidelines for the guards to follow.
- 14.2. Guards will be in standard uniform attire and shall be courteous to all guests.
- 14.3. Guards will make periodic rounds throughout the compound to help police and secure safety of our Residents. Security guards help safeguard and protect our community and should be treated with respect.
- 14.4. The guards will be called on from time to time to notify Residents and guests of violations, deliver notices, collect fines, issuance of vehicle passes, controlling access and to assist in keeping the Subdivision safe.
- 14.5. Any complaints concerning a security guard should be registered with any of the HPHRA Board Officers.

## **15. GATE CONTROLS**

- 15.1. Guards will strictly enforce the HPHRA Rules and Regulations and existing SOPs regarding access to the Subdivision. This includes but is not limited to ensuring Residents are known and identifiable by sight or possess a valid ID card or is identified on a pre-approved list maintained in the guardhouse.
- 15.2. Non-Resident/Authorized Guests may be allowed entrance if they have a Non-Resident Decal; OR, upon showing their Driver’s License which can then be compared and validated to the identity of the driver. The driver may then “VOLUNTARILY” allow the Guard to retain the Driver’s License, or keep their Driver’s License and surrender a 2nd identity card. It is important that the Guard retain some sort of identity card pending departure of the visitor at which time the retained identity card will be returned. Drivers are required by law to have a valid Driver’s License and as such this is the only approved ID for drivers of any vehicle. Failure to show a Driver’s License will be the basis to deny that vehicle access to HPHRA. Pedestrians or passengers must provide a valid ID card deemed acceptable by the gate security guards. Vehicles with a previously approved and current displayed NR sticker does not need to leave ID or obtain pass.
- 15.3. Guests traveling or accompanying Residents need not present an ID card.
- 15.4. Residents and Non-Residents, with or without a valid sticker, arriving in a vehicle at night must switch their lights to parking and turn on their interior lights or roll-down their drivers-side window as they approach the gates to help assist the guards in identification of the occupants. If the vehicle has darkened windows, with or without a valid sticker, arriving or departing, day or night, must also roll down both the driver-side and passenger-side windows as to pass through the gates. This is for all of our Resident’s protection as it helps identify occupants prevent entrance or egress by unauthorized individuals or and helps prevent the unauthorized movement of properties and/or theft of motor vehicles. Vehicles refusing to comply will be refused entry until they do comply.
- 15.5. Guards shall not allow Non-Residents or non-approved Residential guests from entering the Subdivision, this includes all solicitors, vendors and sales persons, or children and individuals not affiliated with HPHRA Residents on Holidays such as Halloween or Christmas Caroling. Due to the large number of non-resident children, on the occasion

of Halloween, the gate guards will restrict them from entering the subdivision for the purpose of “Trick or Treating”. Residents may wish to deliver candies to the gate guards who will give to children outside the gate.

#### **16. PERIMETER WALL, GATES AND FENCES**

- 16.1. The perimeter wall/fence is for the security of the compound and its Residents. At no time shall any holes, passages, windows, vents or other openings be made.
- 16.2. Residents are encouraged to report to security any perceived weakness or damage to our perimeter wall/fence.
- 16.3. Residents are encouraged to be vigilant for any suspicious individuals they see moving about the subdivision and immediately call the security guards to inspect or validate authorizations for the subject individuals to be in the compound.

#### **17. VIOLATIONS OF RULES AND REGULATIONS**

- 17.1. Guards shall maintain a log book for recording any, and all, violations of any of the HPHRA Rules and Regulations and most especially complaints or violations associated with traffic enforcement, accidents, animals, garbage and trash, unkempt yards or Residences/Vacant Lots in addition to any peace and order issues, breaches of security or abuse of public and common use areas. Penalties and Fines may be imposed according to the Rules and Regulations and severity or frequency of the violations.
- 17.2. Security guards are authorized to notify and report violations, when required, to local government and law enforcement agencies and to seek their assistance enforcing any violations.

#### **18. HPHRA ORGANIZATION, REPRESENTATION AND COMMITTEES**

- 18.1. The HPHRA may elect any Lot-Owner/Home-Owner to serve as Board Officers of the HPHRA on an annual basis. Such participation is voluntary and individuals must be willing to lend sufficient time to such duties. The positions of HPHRA consist of a President, Vice President, Treasurer, Auditor and Secretary as a minimum. Other Board Officers may be elected as the HPHRA Board sees fit. No Board Officer or Member is entitled to any compensation; all positions are on strictly on a voluntary basis.
- 18.2. Special committees or representatives of the HPHRA may be formed from time to time and will be organized to address ad hoc concerns of the HPHRA with the authority to conduct business and enforce the Rules and Regulations of the HPHRA such as for publicity, entertainment, neighborhood watch or other programs. All temporary or ad hoc committees are also on a voluntary basis.
- 18.3. The President of HPHRA will conduct a quarterly meeting to be held in the clubhouse. The meeting is to take place at a time and date determined by the HPHRA and will be promulgated at least three days in advance on a sign board at the main gate entrance. Ad hoc meetings can also be called as needed.
- 18.4. The purpose of the quarterly meeting is to address ongoing concerns or issues associated to the care and administration of the Subdivision. A secondary and equally important purpose is to develop a sense of camaraderie in the community among the Members of

- the HPHRA. In keeping with the secondary purpose refreshments may be provided from the general fund as the Board Officers of the HPHRA so determine.
- 18.5. A quarterly financial report shall be provided by the Treasurer and delivered at such meetings reporting on the financial status and wellbeing of HPHRA including:
    - 18.5.1. All income, both fixed and special
    - 18.5.2. All planned and incurred expenses, both fixed and special purpose
    - 18.5.3. Cash on hand and cash balances throughout the reporting period
    - 18.5.4. A report on any Home-Owner or Lot-Owners with unpaid MAMF
    - 18.5.5. The purpose of the report is so help ensure transparency in all financial matters and to assist in making informed decisions concerning maintenance, repairs and improvements that the HPHRA deems necessary or desirable.
    - 18.5.6. The HPHRA Auditor will review quarterly all financial documents and records. An annual external audit conducted by an external and approved audit firm will be required and provided to all Members at least annually.
    - 18.5.7. Any Member of HPHRA may also audit the statements provided.
  - 18.6. The Secretary shall maintain minutes of all meetings and shall read the prior minutes before each quarterly meeting.
  - 18.7. The Vice President is authorized to act on behalf of the President and shall be responsible for the routine administration and care of the Subdivision.
  - 18.8. Committees or Representatives must present status reports concerning any on-going projects to the HPHRA at the quarterly meetings and open the floor to questions or recommendations.

## 19. FINES AND PENALTIES

- 19.1. Any infraction of the HPHRA Rules and Regulations and By-Laws may incur a corresponding fine. Some provisions may necessitate legal action such as court orders to remove, correct or remedy an infraction or violation. In general, the process for correction of violations will follow the following process:
  - 19.1.1. **Advisory Notice:** An initial written notification of a complaint or violation will be delivered to the occupant of the Residence, Lot-Owner or Home-Owner. This will allow the Member to take remedial action to correct the violation.
  - 19.1.2. **Warning Notice:** If a violation remains uncorrected after delivery of an ADVISORY NOTICE, and after a 10-day grace period to respond to the ADVISORY NOTICE, a second WARNING NOTICE will be delivered to the occupant of the Residence allowing for up to an additional 30-days to correct the violation, thus enabling an additional opportunity to take remedial action.
  - 19.1.3. **Notice to Fine:** If a violation remains uncorrected after delivery of the ADVISORY NOTICE and 10-day period and ignoring the subsequent WARNING NOTICE and 30-day period, a third NOTICE TO FINE will be made in writing stating an amount of a fine that will be imposed if the violation is not corrected by the date indicated in the NOTICE TO FINE. This notice will include the date the fine will be imposed, the amount of the fine and the due date. This procedure allows the Member sufficient advice, warning and time to remediate the violation in a friendly manner before harsher measures are taken.
  - 19.1.4. If the Member continually ignores to remedy the violation, legal actions may also be initiated.

- 19.2. Fines will be imposed as follows:
  - 19.2.1. One thousand pesos (Php 1,000): Speeding, continued incessant barking of dogs, excessive and continual making of loud noises, failure to maintain the landscaping and property to a generally acceptable standard consistent with first class neighborhoods and any incident of vandalism.
  - 19.2.2. The direct cost incurred to remedy or fix any damage associated with the violation will also be assessed in addition to the fine.
  - 19.2.3. Other fines for other violations may be assessed with unanimous Board approval.
  - 19.2.4. No fine or penalty can be modified or changed in any way without the express written authorization of the HPHRA Committee.
- 19.3. The Board will review, modify or establish fines and fees or penalties to correspond with each provision of the HPHRA By-Laws and Board Resolutions.
- 19.4. In the event a Resident/Owner/Tenant fails to comply with any aspect of the Rules and Regulation certain non-financial penalties may also apply, including restricting access to common use areas such as the Club House, Tennis Court or Pool as well as restricting vehicular access to the Subdivision common use roads. Such offenders and guests of offenders would then only be allowed pedestrian access. Other penalties may include posting of MAMF delinquencies on signage at the main entrance, posting of signage on the property, liens against the property or other legal actions as warranted.

## ADDENDUM 1

### RATIONALE AND METHODOLOGY FOR ASSESSMENT OF MONTHLY ADMINISTRATIVE AND MANAGEMENT FEES (MAMF)

1. The Hensonville Plaza Home-Owners/Residences Association, Inc (HPHRA). Monthly Administration and Management Fee (MAMF), also known as “Home-Owner Dues”, is defined as those costs required to pay for the proper, effective and perpetual administration, management and maintenance of the Hensonville Plaza Subdivision. Initially, it was the responsibility of the Developer, Don Pepe Henson Enterprises, Inc. (DPHEI), to develop and maintain the Subdivision until such time the development was turned over to the Lot-Owners and Home-Owners. Such costs are defined, but not limited to the perpetual administration, management, repair and maintenance of all streets, curbs, sidewalks, streetlights, perimeter walls, main gate and gate structure, common-use area landscaping, the club house, pool and tennis court as well as all labor associated with the security guard force, administrative or maintenance staff, legal fees and necessary supplies, tools and equipment.
2. There are inherent costs for the perpetual care and administration of the Subdivision regardless if a Home is occupied by the Owner or Tennant, whether the residence is vacant or occupied, or if a Lot is vacant and unbuilt upon. For example, each month, on a recurring basis, the facilities and infrastructure within the compound must be maintained, including routine repairs and painting of the security gate and common use structures and payment of utilities. Compound security must be maintained 24x7 including street lighting and controlling access to only authorized visitors. The maintenance staff must weed-whack and clear vacant Lots of overgrown vegetation and debris to help improve reduce risk of pests, rodents and vermin as well as providing a more aesthetically pleasing and secure appearances. All Members of HPHRA benefit from services provided through the MAMF.
3. All Lot-Owners, Home-Owners and Residents receive a **proportional benefit** from living within Hensonville Plaza to include enhanced security, roving patrols, improved landscaping and common use amenities such as the clubhouse, pool and tennis court in addition to the perpetual care and administration of the infrastructure including roads, sidewalks and street lighting for example. Such benefits are derived by Lot-Ownership/Home Ownership as a Member of the HPHRA. Preservation of a higher standard and perception of quality and livability within Hensonville Plaza helps protect and increase property values for all. **HENCE EACH LOT-OWNER/HOME-OWNER MUST BEAR ITS PROPORTIONAL COST FOR THE CARE AND ADMINISTRATION OF THE DEVELOPMENT.** It is only fair and right that all Members respect the rights of others in this regard and pay their fair share.
4. The MAMF shall also include an accrual for more capital intense work such as installation of enhanced security/surveillance systems, repaving a street or repair of a storm drain or unplanned emergent requirement. MAMF are determined on an “equitable and fair share basis” and will be adjusted periodically to account for inflation or cost of maintenance and labor. Special assessments/collections may, from time to time, be required for capital intense or special one-time projects or work and will be assessed and approved by the Board Officers and be required to be paid by said Lot and Home-Owners in addition to the MAMF.

5. Lots are defined as those identified by DPHEI in the original master plan for the development of the Subdivision and as recorded in the city offices. DPHEI originally master planned the Subdivision with 99 Lots. As of March 1, 2020, there are 15 vacant Lots.
6. As of July 1, 2020, the approved MAMF is set at Php 2,000 per month, or Php 24,000 per annum, payable in six-month increments in January and July each year. If paid in six-month increments on-time and in advance, each member may be granted a Php500 discount at the sole discretion of the HPHRA, such the six-month payment would then be Php11,500 versus Php 12,000. However, if not paid within the period due, in January and July, the amount due reverts to the full-amount of Php 12,000 for six-months. The Php500 is given as an incentive to pay on time. On the other hand, if payment has not been received by the end of the third month of the period due, that is by March 31 or September 30 of each year, a late payment penalty shall apply to the amount due each month payment remains in arrears. As of July 1, 2020, this penalty shall be Php 200 per month, for each and every month delinquent.
7. In accordance to the original Master Plan, **ALL COSTS TO ADMINISTER, OPERATE AND MAINTAIN THE DEVELOPMENT WERE TO BE ALLOCATED, NOT ON AN INDIVIDUAL RESIDENCE/HOME BASIS, BUT RATHER ON A “PER LOT” BASIS. THIS IS IMPORTANT TO UNDERSTAND.** In other words, the total annual cost of administering, managing and maintaining Hensonville Plaza was to be divided and amortized by the total number of Lots, that is 99. This annual amount required for the perpetual care of the subdivision was then to be equally allocated to each and every Lot-Owner on an “equitable and fair share” basis. This is only fair and right, as each of the originally planned 99 Lot-Owners then pays and receives its fair and proportional share of the total cost and all the benefits provided by residing within Hensonville Plaza.
  - a. For example, if the annual cost of maintaining the Subdivision was determined to Php2,200,000 per year, the proportional cost allocated to each of the 99 Lots would be Php22,222/year, or Php 1,852/month. Regardless if a home was built on the Lot. For illustrative purposes, consider for example, in the early stages of development, if only 10 homes were built the proportional cost for those 10 owners would be Php220,000/year or Php 18,333/month/home. However, by mandate in the Master Plan, the Subdivision annual costs were to be amortized and allocated not on a “per home” basis, but rather on a “per Lot” basis, whether occupied or vacant. This is the only fair method of allocation therefore costs must be allocated on a per Lot basis as originally planned.
  - b. However, HPHRA recognizes that if some Owners elect to build larger homes by consolidating 2, 3, 4 or more Lots, such proportional fees, if based on the number of homes versus the number of Lots, would also no longer be fair and equitable. For example, if the number of homes actually constructed in the compound was less than the original number of 99 Lots planned, say 80 homes built on the 99 Lots because some elected to consolidate multiple Lots to build larger homes, then each single Home-Owner (80 in this example due to consolidation) now would be required to pay Php27,500/year, or Php2,292/month (based on 80 Residents) instead of the Php1,852/month allocated across 99 Lots - - the original planned allocation. The party with a larger home and larger lot as a result of consolidating 2, 3, 4 or more Lots would receive a disproportionate benefit while the single Lot

Owners would be required to pay disproportionately more. In other words, the original Lot-Owners would be subsidizing the costs of the Home-Owner who consolidated multiple lots. It was a matter of personal choice of the Owner who consolidated multiple lots to build a larger home or have a larger yard. It is not right that they then would pay the same as one of the original 99 Lot-Owners with a smaller home situated on one single Lot. Hence it is only fair and reasonable that Home-Owners on consolidated Lots pay their fair share.

8. In the instances where an Owner elected, and was approved, to consolidate Lots to build a larger home, the HPHRA Board Officers also have determined that there is some derived benefit of having larger and nicer homes to the overall valuation of the Subdivision, and to some extent, a modest decrease in effort for the perpetual care and administration of the Subdivision. As such, the HPHRA Board Officers have determined that a more modest assessment of Php 500, in lieu of a full Lot assessment, for each consolidated Lot would be also “equitable, fair and reasonable” to the other Lot-Owners considering that fewer Lots means higher allocation of the proportional cost to each of the other original 99 Lot Owners. For example, an Owner that consolidated 4 Lots to build one home, the MAMF assessment would be based on the first Lot of Php 2,000 plus Php 500 for each additional Lot incorporated such that if the home sat on 4 Lots the MAMF would be Php 2,000 + Php 500 for three additional Lots or Php 3,500/month based on the July 1, 2020 assessment value.

- 1.1. For comparative purposes, MAMF in other comparable Subdivisions are as follows:

**Sunset:** per house Php 2,000, vacant Lot-Owners pay same as Lots with homes;

**Pulu Amsic:** based on per square meter cost, i.e. a 450/square meter Lot is Php 2,200;

**Josephville II:** based on Lot size, i.e. a 400 square meter Lot is Php 2,000, larger Lots more;

**Hensonville Court:** Php 950;

**Waterstone:** Php 5,000.