

## **DEED OF RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

This Deed shall be enforced before construction of a house and any other permanent improvement within **THE PERCH** and **HIGHLAND PARK**, hereinafter referred to as the **“Project”**.

### **1. INTRODUCTION**

#### **A. THE DEVELOPMENT**

- a. The Project is envisioned to create an environment that will provide recreation, inspiration, and essential respite amid Metro Manila's blare and bustle. Designed to promote a solid community of families and neighborhoods, the Project will feature fantastic views, open spaces, and parks for leisure and recreation to develop a deeper sense of belonging, and more meaningful connections with family, neighbors, and the environment made.

#### **B. POLICIES**

- a. This Deed is intended to cause any development within the Project to complement its overall character. Thus, in order to sustain over the long-term the high level of quality envisioned, this Deed is hereby declared in order to:
  - i. Safeguard the comfort and welfare of each resident in a safe and pleasant community;
  - ii. Ensure that each property owner enjoys the full benefit and enjoyment of his/her property, whereby each owner's right to peace, privacy, security, ventilation, view, and utility service are protected;
  - iii. Ensure that the intended land use and character of the neighborhood is preserved;
  - iv. Maintain high aesthetic standards;
  - v. Prevent nuisances and deterioration of neighborhoods that inevitably follow a "let people do whatever they want" philosophy of construction, maintenance, and property use; and
  - vi. Protect property values by ensuring that only compatible development and densities shall be located within the area.

#### **C. THE DECLARANT**

- a. The Declarant is the owner and developer of the real estate development known as The Perch and Highland Park, located in Barangay San Juan, Antipolo City, Rizal.

#### **D. INTENTS AND CONDITIONS**

- a. The Declarant intends to sell and convey the lots and house & lot units within The Project and to impose upon these lots and house & lot units covenants and restrictions under a general plan or scheme of development for the benefit of the owners and future owners thereof with the intent of developing a community with a unique character.

The Declarant hereby declares that all lots and house & lot units within the Project are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the covenants, conditions, and restrictions herein stated. All of said covenants, conditions, and restrictions shall attach to the lot and house & lot units and shall be binding on all parties having or acquiring any right, title, or interest, whether as sole owner, joint owners, mortgagee, lessees, tenants, occupants, or otherwise.

All the provisions of this Deed constitute an essential consideration for the sale and shall be annotated on their corresponding certificates of title as voluntary liens and encumbrances.

- b. This Deed, which may be amended from time to time within the same and/or separate instrument, shall contain such restrictions, covenants, conditions, easements, charges and liens, which shall apply to or cover all lots, buildings, structures and improvements in the Project. It shall be binding upon all the parties herein having any right, title or interest thereon of any nature and in any capacity whatsoever including but not limited to sole or joint owners, mortgagees, lessees, occupants or otherwise, together with their respective successors-in-interest, heirs and assigns.
- c. Any and all annexes to this Deed, including annexes subsequently or supplementary attached hereto shall be deemed integral part hereof such that reference to this document shall be considered to include all its Annexes.
- d. This Deed shall be deemed as an essential consideration for any sale, conveyance, transfer, lease, occupancy and/or act necessarily connected to the lots and house & lot units of The Project. This Deed shall be annotated on the certificates of title covering the lots and house & lot units as encumbrances and voluntary liens thereto.
- e. The provisions of this Deed shall apply to every existing and future subdivision phases covered and declared by the Declarant for this Project involved. It shall be the primary responsibility of the purchaser of the lot and/or house & lot unit to comply with all the restrictions, conditions, easements, charges and liens provided herein within his/her respective property/ies.
- f. In case of violation and/or non-compliance with the restrictions, covenants, conditions, easements, charges and liens, the purchaser shall be deemed solitarily liable with his/her agent/s, lessees, occupants, guests and visitors.
- g. This Deed, notwithstanding the foregoing, shall be applied to the lots and house & lot units and shall be binding on the purchasers including any party having or acquiring interests on the lots and/or house & lot units hereto. The same shall also inure to the benefit of all the purchasers within The Perch and Highland Park.

## **2. THE HOMEOWNERS' ASSOCIATION**

- A. Upon organization, every purchaser, owner, and/or subsequent successors-in-interest shall automatically become a member of the Association, to the exclusion of others. The purchaser, owner, and/or subsequent successors-in-interest is required to maintain his/her status as a member in good standing and is likewise bound by the Articles of Incorporation, By-Laws, Rules and Regulations of the Association, as well as all agreements entered into or made by the Association in accordance with the Articles of Incorporation and By-Laws.

- B. The purchaser, owner, and/or subsequent successors-in-interest hereby agrees to pay, upon joining the Association, a one-time membership fee per title, non-transferrable, and paid when house construction commences.
- C. Association membership cannot be conveyed, transferred, encumbered or otherwise disposed separately from the respective lot and/or house & lot unit since membership thereof is a necessary adjunct to every lot and/or house & lot unit. It is understood that any and all transfer, conveyance, encumbrance or other disposition shall be deemed to include the adjunct membership in the Association.

A party shall be deemed to be admitted into membership of the Association upon acquiring ownership of the lot and/or house & lot unit subsequent to the original purchase by the purchaser from the Declarant, provided the said party submits the sale documents to the Association, together with endorsement of the purchaser on record and payment of the prevailing one-time membership fee, advance assessment and deposit at the time of admission.

- D. Upon organization of the Association, the purchaser, owner, and/or subsequent successors-in-interest shall promptly pay following project assessments, including but not limited to the association dues, assessments and other charges (including common usage and service area or hereinafter called "CUSA" charges, project or estate property management and/or service fees, maintenance and/or preservation costs for the lot), and such other fees, costs and expenses provided for in this document, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association. However, the Declarant, as lot-owner/member, shall not be assessed or be made liable for any of the foregoing, including membership fee, on lots and/or house & lot it owns but remains to be unsold.

The provisions of the Articles of Incorporation and its By-Laws of the Association, and/or the Rules and Regulations of the same shall determine the amount of the assessments, its corresponding due date and penalty for late payment thereof.

The purchaser, owner, or subsequent successor-in-interest shall be liable to pay the above-enumerated assessments which shall begin to accrue once the Association is organized and once the lot and/or house & lot unit is/are physically or constructively delivered to the purchaser, regardless of whether the lot and/or house & lot unit has been fully paid or not, or even prior to the issuance of the corresponding Transfer Certificate of Title.

### **3. NON-PAYMENT OF ASSESSMENTS AND COMMON USAGE AND SERVICE AREA (CUSA) / LIENS**

- A. The Association may impose interest charges upon any unpaid dues, assessments or other charges at such rates they may determine in cases of delinquency in the payment of any assessments, including CUSA, by the purchasers.

Should the purchasers default in the payment of any dues, assessments or other charges and/or the delinquency interest, the Association, upon prior written notice to the defaulting purchaser and without incurring any liability as the case may be –

- a. Shall have a right to prevent the property owner from bringing, delivering, transporting or providing to and/or retrieving from the property (Lot and the building, structures and improvement thereon) any item/s, material/s, or supply/ies, and to exclude and deny entry to any third party who comes to access the Project, to

bring, deliver, transport, or provide to and/or retrieve from the property any item/s, material/s, or supply/ies or under any sale, lease, service or other contractual arrangements;

- b. Shall have the right to refuse issuance of any permit or endorsement by the Association;
- c. Initiate any and all actions necessary for the collection of unpaid assessments and dues from the delinquent purchaser, including initiation of foreclosure proceedings against the lot and/or house & lot

Purchaser has understood and agreed that such action is necessary for the common interest of all property owners within the project. Purchasers or their lessees, sub-locators, occupants, patrons and guests shall be bound to observe and respect this right and option in favor of the Association;

- B.** If any assessments, including CUSA charges, due on the lot and/or house & lot and owing from the purchaser should remain unpaid, the said amount including, but not limited to, the penalties for delinquency and costs of collection (including attorney's fees, if any), shall constitute a lien on the lot and any building, structure or improvement thereon, the purchaser's equity interest in the Association and such lien may be annotated on the owner's Transfer Certificate of Title (TCT) and Tax Declaration covering the lot and improvements thereon which lien shall be superior to all other liens and encumbrances, except as otherwise provided in this Deed. The sale or transfer of the lot and/or house & lot shall not affect the lien herein created which shall continue to be enforceable against the Lot and any building, structure or improvement thereon.

- C.** The purchaser hereby expressly confers upon the Association an irrevocable special power of attorney with authority to:

- a. Annotate any lien arising out of any unpaid assessment, including CUSA, on the relevant TCT and tax declarations of the Lot and any improvement thereon;
- b. Collect any assessments that is due and demandable on the property or from the purchaser and/or occupant of the property, and to foreclose the property, inclusive of all buildings, structures and improvements thereon, as if a mortgage has been constituted thereon. The Association shall have the right to foreclose the property with such outstanding CUSA charges, dues, fees and assessments, as if a mortgage has been constituted thereon;
- c. To act as the purchaser's attorney-in-fact in causing the extrajudicial foreclosure of the lot and any buildings, structures and improvements thereon, whereupon the procedure for the extrajudicial foreclosure as provided in RA No. 3135, otherwise known as "An Act to Regulate the Sale of Property under Special Powers Inserted in or Annexed to Real-Estate Mortgage" and such other relevant laws shall apply.

The Declarant as well as the Association shall have the right to bid at the foreclosure sale of any property in the Project.

In case of foreclosure, the transfer or conveyance, as well as the redemption of the delinquent property shall include the appurtenant membership in the Association.

#### **4. USE AND OCCUPANCY OF LOTS**

**A.** All lots shall be used exclusively for residential purposes, except for:

- a. Lots designated as commercial; and
- b. Lots designated for clubhouse and/or amenities development.
- c. Lot adjoining designated parks and playgrounds, which may be allowed for kindergarten, prep-playschool, and/or chapel site.

**B.** Only one (1) single house for a single family shall be constructed on a single lot.

In case of two (2) or multiple adjacent lots, the purchaser may be allowed to construct one (1) single house or one (1) single house for each corresponding lot, subject to the approval of the Declarant and/or Association. However, in both cases, for purposes of posting construction bond and payment of other fees, the amounts to be paid will correspond to the number of lots of the purchaser.

**C.** Lots shall not be consolidated, nor shall it be subdivided.

**D.** Commercial or advertising signs shall not be placed, constructed, or erected on the lots. Name plates and professional signs of the occupants are permitted as long as they do not exceed 30cm x 60cm in size.

**E.** No sign or billboard shall be erected in sticker pasted, letters or markings painted on the roof, wall or side of any building improvements on this lot for advertising or any other purposes.

**F.** No cattle, pigs, sheep, ducks, geese, roosters, goats, or the like shall be maintained on the lots, except, domestic pets like dogs and cats which may be kept subject to the regulation and control of the Association.

**G.** Every lot purchaser must provide, in his/her lot, an open space for purposes of landscaping and easement for drainage sewage, water and other public utilities as may be necessary and desirable. Such open space shall consist of five (5) meters wide on the side/s fronting a street and two (2) meters wide along the sides and three (3 meters) on the rear portion of the lot not fronting a street.

The purchaser, his/her lessee, or his/her representative shall allow the authorized representative/s of the Declarant or its corporate successors, the Association, and the public utility entities concerned and access thereto for the purposes for which the easement is created.

**H.** Lots and house & lot units shall not be used for any illegal or immoral trade or activity or any use which will disturb the peace and quiet of or be a nuisance to the neighborhood.

**I.** No rubbish, trash, garbage, waste, or other materials or aggregates shall be dumped or disposed of in any part of the subdivision or any vacant lots therein.

**J.** The purchaser and/or lessee shall, at all times, keep the grass cut and trimmed. The Declarant and/or the Association may have the grass cut and trimmed at any time the grass grows and keeps the lot clean at the expense of the purchaser/lessee. For this purpose, the Declarant and/or the Association or their authorized representatives shall have the authority to enter the lot.

- K.** No existing tree, whether found within or outside the lot, shall be cut, moved or damaged, nor shall it be relocated or transferred without the written approval of the Declarant or its corporate successors. When all the residential lots in the subdivision shall have been sold, and all the streets, lanes, and open spaces shall have been disposed of to the Association or to the proper local government entity concerned upon proper turn over with memorandum of agreement, such approval be secured from the Association of the entire subdivision.
- L.** No burning of any refuse, tree-cuttings, dried leaves and construction debris will be allowed in any open space, sidewalk or vacant lot within the subdivision.
- M.** No clothing, laundry or wash shall be aired or dried on any portion of the residential property in an area exposed to view from the roads.
- N.** No wells may be dug on any lot and/or house & lot unit.
- O.** Residential house and lot with swimming pools and private amenities shall not be used or rented for any commercial activity, except for the purpose of being a dwelling abode of the lessee.
- P.** If the Owner/ Lessee fails to comply with the foregoing provisions within the prescribed period set by the Declarant or the Association in written notice, the latter may impose fine or penalty in accordance implementing rules circulated in the subdivision.

## **5. CONSTRUCTION LIMITATIONS**

### **I. CLEARANCES AND PERMITS**

- a. Prior to actual construction and submission of the necessary plans, the purchaser must submit a soil test result and must engage the service of a structural engineer to evaluate and approve the structural design of the house. He/she must monitor the construction of the house while in progress to ensure its soundness and its safety.
- b. The purchaser must submit the following for preliminary evaluation by the Housing Committee:
  - i. One (1) copy of the A3 design;
  - ii. One (1) copy of the lot plan;
  - iii. One (1) copy of the topographic plan;
  - iv. One (1) copy of the relocation plan.

After approval from the preliminary evaluation, the purchaser must submit the following:

- i. Seven (7) copies/sets building plans;
- ii. Seven (7) copies/sets specifications;
- iii. Seven (7) copies/sets house plan;
- iv. Seven (7) copies/sets blueprint copies of the location plan; and
- v. One (1) notarized copy of this Deed.

In the event the said plans are not approved and/or the purchaser does not want to revise according to this Deed, he/she will be given an option for full refund of the construction bond.

- c. After approval of the above-mentioned plans, the purchaser shall secure approval of the same with the concerned government agencies. An endorsement letter shall be given by the Housing Committee and apply for the necessary permits from the concerned government agencies.

- d. The construction permit shall only be issued if:
  - i. The lot and/or house & lot is/are paid in full;
  - ii. The payment of amortization is updated and the purchaser has paid at least 70% of the total contract price; or
  - iii. If the lot balance shall be paid through any financing institution, proper bank guarantee must be presented to the Declarant for acceptance.
- e. The purchaser shall be required to post a construction bond in the amount of five hundred thousand (Php 500,000.00) Philippine pesos in cash prior to the issuance of Clearance to Construct to cover for any damage and/or injury that the construction may cause to other lots, common areas, or other properties of the Declarant, the Association, and to third persons, and violations to permanent infrastructure in the subdivision while construction work is in progress.

In case of excess, the sum will be refunded to the purchaser without interest and less cost of damages on sidewalks, curbs and gutters, water line, roads, etc. and violations committed, if any, upon completion of the housing unit, subject to the recommendation and evaluation of Housing Committee.

The above-stated amount shall be subject to adjustment at the discretion of the Declarant or as proposed by the Association with written approval from the Declarant.

## **II. LOT PLAN/CONFIRMATION OF BOUNDARIES**

- a. In connection with preceding paragraph (Clearances and Permits), the purchaser shall engage a licensed geodetic engineer from the Declarant to prepare the location plan, topography and confirmation of lot boundaries. He/she shall also shoulder the expenses for the determination of boundaries and other fees in relation hereof.
- b. The location plan will be made available within seven (7) working days. While the relocation for the actual boundaries is valid for forty-five (45) days only from the date of actual survey. The respective plans can be followed-up at the contact details provided below.

Sun Valley Golf & Dev., Inc.  
Tel. # 681-8240 / 620-18-00

## **III. BUILDINGS, ARCHITECTURE, AND SETBACK**

- a. All buildings must be of strong materials and of a type of architecture that is in harmony with the surrounding landscape and homes in the vicinity as intended by the Declarant, the cost of which shall be no less than Five Million Philippine Pesos (Php 5,000,000.00) Pesos and the construction area of the house shall be at least twenty five percent (25%) of the total lot area. The former amount may be adjusted from time to time by the Declarant and/or the Association.
- b. The plans and specifications of the building and any other structure, including the swimming pool, or any other subsequent additions thereto constructed within the property, shall comply with all the existing laws, ordinances and/or regulations governing the establishments of residences and must be subject to prior approval of the Declarant or the Association prior to construction.

- c. All buildings, including servant's quarters, and/or parts thereof, except as hereinafter provided, must be constructed at a distance of five (5) meters fronting the street, two (2) meters at the sides, and three (3) meters at the rear/back of the property. For corner lot, the purchaser shall provide a setback/easement of five (5) meters fronting the two (2) streets, two (2) meters on the side, and three (3) meters at the rear/back of the property.

Outside edges or roofs and/or eaves, including *porte cochere* or canopy and their gutter, all without columns, of the building must be at least three (3) meters from the property line fronting a street. However, the maximum width for the *porte cochere* or canopy of the main door shall only be three (3) meters. No canopy and balcony on 3 sides (left, right, rear) of the building unless the setbacks are bigger. 2.00 meters setback on the left & right & 3.00 meters at the rear side of the property must be maintained.

The Declarant may impose special/additional restrictions on special lots which the purchaser agrees to comply.

- d. Setback is measured from the building line to the nearest column or wall. Balcony shall not be allowed within the setback.
- e. 3 meters set back along spine road.
- f. For uphill lots and except the front of the property where the driveway will be constructed, no excavation shall be allowed within two (2) meters along setback/easement perimeters. In addition, the maximum excavation for lower ground is 10 meters from the property line.
- g. For downhill lots, filling of the lot may be allowed, provided that the filling does not exceed two (2) meters above the original ground level and only within the two (2) meter setback/easement on the sides and three (3) meters at the rear/back of the lot.
- h. The landscaped area shall be subject to a softscape/hardscape ratio of 50:50, which prescribes that at least fifty percent (50%) of the landscaped area shall be used for softscape, while not more than fifty percent (50%) of the landscaped area shall be used for hardscape.

As used herein, "softscape" shall mean the use of natural landscape elements such as, but not limited to, all types of plants, groundcovers, and similar treatment, and "hardscape" shall mean the use of artificial elements such as, but not limited to, benches, footpaths, plant boxes, fountains, driveways, walkways, gazebos, trellises, swimming pools, ponds, unroofed and unenclosed forms of decks and parking, and similar improvements.

The purchaser shall be required to plant at least three (3) non-invasive trees within the property.

- i. The building height limitation shall be nine (9) meters at a maximum of three (3) storey (including lower ground/basement). For uphill lots, construction of single basement is allowed. For downhill lots, one-storey house with basement or two-storey above ground but one basement total height is twelve (12) meters.
- j. In case of sidehill lot with uphill or downhill terrain, the purchaser must submit the actual topography and preliminary plan for proper evaluation.
- k. Downhill lots with thirty (30) degrees slope or more may be allowed two (2) level basements, provided that the floor area for the 1<sup>st</sup> basement shall



only be at a maximum of eighty percent (80%) and fifty percent (50%) for the 2<sup>nd</sup> basement.

- I. Roof deck may be allowed at a maximum of fifty percent (50%) of the foot print and shall only be used for utility and recreation purposes. Lower Ground may be allowed at a maximum of fifty percent (50%) floor area for uphill and downhill lots.

#### **IV. WALL/FENCE**

- a. Walls or fences on the perimeter of the lots shall be allowed only upon construction of the building and shall be subject to the approval of the Declarant or its corporate successors prior to the construction and shall not exceed two (2) meters from the ground level, except that no restriction as to the height applies to fence made of live vegetation.

Cyclone or mesh wire fence shall not be allowed.

The purchaser, whose lots are along the perimeter of the subdivision, are not allowed to make any opening in the perimeter wall as an egress to or ingress from the other side of the subdivision. The foregoing restrictions, requirements, and conditions are required to be observed by the purchaser, his/her assigns, or successor-in-interest.

- b. The design, construction, and architectural treatment of walls or fences are subject to the prior approval by the Declarant or its corporate successors.
- c. All fences must be structurally sound, of strong and durable materials. The purchaser shall solely be responsible for any injury or damage caused to or suffered by any person or property resulting from or in connection with the construction of the fence within the lot.
- d. The use of barbed wire, razor wire, nails, broken glass, or similar materials on top of or on any part of the fence shall not be allowed. However, electrified wire may allowed, subject to the approval of the Housing Committee.
- e. Firewall shall not be allowed on the sides and the rear of the house.
- f. Retaining wall may be constructed, provided that it is approved by the Housing Committee.

#### **V. UTILITIES/FACILITIES**

- a. All utilities shall be concealed from public view.
- b. All electrical, water, telecommunication, and other utility lines shall be installed and placed underground. The purchaser should first verify the actual location of underground facilities prior to planning and should secure all necessary permits and approval of the Declarant before tapping any utility line.
- c. All utility equipment such as air-conditioning units, fans, exhaust, ventilators, cooling towers, and similar equipment shall be screened from public view.
- d. Electrical lines provided within the Project shall be single-phase.
- e. Surface water tanks shall only be up to two (2) meters in height, within the buildable area, within two (2)-meter fence height limit and properly screened from public view.

Water tanks may be placed at the roof deck but shall be subject to the approval of the Housing Committee.

- f. Cistern is recommended for houses to ensure adequate water supply. No water pump shall be allowed to be connected directly to the house service connection. However, booster pump/s may be installed to draw water from a ground storage tank of adequate capacity supplied by natural resource pressure from the water main.
- g. Sewage disposal must be connected only to a four (4) chamber tank with four (4) covers, which the purchaser will build. The plans of this septic tank will be subject to the approval of the Declarant. The septic tank may be constructed within the open space required for the lot but must not extend to within one (1) meter from the boundary of the lot. All drainage lines shall be connected to the subdivision drainage system. No installation of any drainage line shall be allowed outside the property without the written approval of the Declarant or its corporate successors.
- h. Boring or cutting through the concrete curb and gutter is not allowed.
- i. A material recovery facility or garbage bin shall be required in every house to properly store rubbish, trash, garbage, waste, or other materials to be disposed. The same shall be kept at all times within the property and shall only be taken out when the garbage truck is scheduled to collect the respective waste, trash, garbage of the homeowners. A regular pick-up time for the same will be determined and set within the subdivision and such schedule may be changed from time to time by the Declarant and/or Association.
- j. The purchaser shall be required to indicate in the house design/plan the area where clothing, laundry, or wash is located. In no case shall the same be aired or dried on any portion of the property in an area exposed to view from the roads.

## **VI. DRIVEWAY AND PARKING**

- a. Only one (1) driveway of six (6) meters in maximum width is allowed to be constructed from the street curb to the property line. In cases of lots with a frontage of twenty (20) meters, only one (1) driveway of nine (9) meters in maximum width shall be allowed.
- b. No driveway and/or vehicular entrances or exits shall be allowed along the circular curves at street intersections.
- c. Driveway should not be constructed outside the property line. Only access ramp can be built on sidewalk and planting strip. Driveway should start upward and downward only after property line. Driveway shall start two (2) meters from the rightmost or leftmost property line.
- d. No gate should open into the sidewalk to prevent accidents. Folding gate may be allowed, provided it is with the approval of the Housing Committee.
- e. In line with the prescribed rules on driveway measurements, the purchaser shall provide a minimum of two (2) parking spaces within the lot, having a minimum dimensions of two-and-a-half (2.50) meters by five (5) meters each.
- f. Tent structures for parking spaces shall be strictly prohibited.

- g. Should any roofing be constructed to cover the parking of vehicles on the driveway, the roof eaves shall not extend beyond one (1) meter on the sides, two (2) meters fronting the street, and two (2) meters at rear of the property, all of which are measured from the property line up to the roof line.
- h. The purchaser may build their parking area at the basement level. In such cases, the ramp leading to the basement parking area may begin at the property line fronting the street.
- i. The driveway finish shall only be allowed up to the property line.
- j. There shall be no street parking after 11:00 P.M. A parking fee will be imposed for guests parking upon request. A violation of the same shall be imposed with a penalty, without prejudice to the right to have the vehicle/s towed away.
- k. No frontage / exit on spine road.

## **VII. PEDESTRIAN GATE FRONTING THE STREET**

- a. Each lot shall be allowed only one (1) pedestrian gate in front of the house.
- b. The gate shall not exceed one-and-a-half (1.50) meters in width and shall not encroach into the street or common area when opened.
- c. Roofing over the pedestrian gate may be allowed but shall only be within the property line.

## **VIII. ADMINISTRATIVE GUIDELINES**

- a. Any construction which is not clearly specified or shown in the building plan shall not be allowed. Otherwise, the purchaser shall submit revised plan for evaluation by Housing Committee before the actual construction. The purchaser shall also submit an as-built plan for final checking upon completion of construction.
- b. Should any construction activity commence without the necessary permits and/or consent of the Declarant and/or the Association, the latter may have the prerogative to:
  - i. Refuse issuance of I.D.'s to workers without the approval of the Housing Committee.;
  - ii. Stop the ingress of any delivery of materials at the subdivision gates;
  - iii. Impose charges, fees, and/or penalties as stated below (Rates are subject to change without prior notice);
  - iv. Stop construction should any activity commence without prior approval from the Housing Committee or should there be any violation.
- c. The compliance of all existing rules and regulations, with existing City/Municipal, Provincial, or National government requirements and regulations is the responsibility of the lot/homeowner and/or builder. All requirements for construction may be inquired from the Housing Committee.
- d. The Declarant and/or Association has the right to reject irregular and outrageous house designs and color to maintain the standard and tasteful environment.

- e. Before the start of any construction activity, the purchaser is obligated to board up the construction site/area at all times to cover the building works. Board up shall only be removed before final inspection.

Only galvanized iron (G.I.) sheet shall be used for board up. Blue sack, as a means of board up, shall not be allowed.

- f. During construction, the purchaser is responsible and must provide for his/her own temporary power line connection and a portable toilet cubicle for the construction workers' sanitation purposes which should only be located within the property. Thereafter, the purchaser may cause the application for permanent electric connection up to a maximum of 25KVA electric load.
- g. The purchaser/contractor is required to provide a vehicle for their worker's transportation. Each purchaser/contractor is allowed to register two (2) vehicles.

No worker shall be allowed to walk from the gate entrances of the subdivision to the project site.

- h. The purchaser/homebuilder may use the adjacent lot as temporary warehouse provided it is with approval from the concerned lot owner. The Declarant and/or Association has no authority to permit anyone from using an adjacent lot without the concerned owner's permission and will not accept responsibility or liability for such use. However, if the adjacent lot is owned by the Declarant, the purchaser/homebuilder should get consent and written approval.

After construction, it is the duty of the purchaser/homebuilder to clean and free the adjacent lot from any construction materials.

- i. Construction materials, particularly gravel and sand, shall not be dumped/place on the concrete roads and sidewalk and shall be placed within the lot area. It shall also be concealed at the end of every construction working hours. After two (2) written notices on such violation, the purchaser shall be penalized a minimum amount of ten thousand (Php10,000.00) pesos, deductible from the construction bond.
- j. Hauling out of debris must be requested in writing from the Housing Committee.
- k. The amount of five hundred thousand (Php 500,000.00) pesos for construction bond or (Php 250,000.00) for renovation or add-ons bond shall be paid before the issuance of a clearance to construct/renovate. Such amount is subject to change without prior notice.
- l. Commencing from the time of release of CLEARANCE TO CONSTRUCT, a construction time limitation is set for new house construction to be completed within a maximum of eighteen (18) months. A penalty in the amount of TEN THOUSAND PESOS (P10,000.00) and TWO THOUSAND PESOS: ADMIN FEE (P2,000) will be charged to the PURCHASER for every month of delay until the release of their CLEARANCE TO TRANSFER. In the event that the construction is not finished or no CTT has been issued within two (2) years period, the CONSTRUCTION BOND WILL BE FORFEITED.
- m. In the event of construction violation, the Declarant has the right to temporarily disconnect the water and electric power supply of the purchaser. Reconnection of water and electric power supply shall be allowed by the Declarant only when the violation or problem has been corrected.

- n. In the event of construction violation which is not in accordance with the approved building plans and specifications, the Declarant and/or Association shall not allow the construction to continue and will require the purchaser to demolish or rectify the violation in question and forfeiture of the Construction Bond shall be imposed.
  - o. In the event of cancellation or rescission of Contract to Sell, the Declarant, by reason of construction violation, shall have the right to demand the demolition of the construction works done or removal of all the building materials that are constructed or attached to the land, in order to restore the land in its former condition all at the expense of the purchaser. Furthermore, the purchaser shall not be allowed to reimburse for necessary expense of preservation of the land and shall not be entitled to any indemnity.
  - p. In relation or connection to the above-mentioned construction violation, the Declarant may impose additional conditions, restrictions, limitations and other form of discipline against the purchaser.
  - q. Official work hours are from 8:00 A.M. to 5:00 P.M. between Mondays to Fridays and 7:00 A.M. to 4:00 P.M. on Saturdays. There shall be no construction activity during regular and special non-working holidays.
  - r. The house contractor duly contracted by the purchaser shall submit the names of his/her workers who are to be assigned at the Project jobsite. Furthermore, only those workers whose names appear in the record shall be allowed to enter the jobsite. Any amendment with respect to list of workers must be with prior written approval of and issued I.D.s from the Housing Committee.
  - s. In cases where the construction is to be secured or for practical reasons, a maximum of two (2) persons per project may be allowed to stay-in at the project site. Any number of persons exceeding the maximum limit shall be subject to a penalty and fine.
  - t. All workers must secure their I.D.s and color-coded uniforms prior to any construction activity. Penalties and fines may be imposed on workers who use I.D.s and their uniforms assigned to a previous construction or a construction other than the assigned project site or residence. Worker with expired I.D. or found without the same may be charged with illegal entry and shall be dealt with accordingly.
  - u. The purchaser may be allowed to designate a caretaker to oversee his/her house provided that the same is limited to three (3) caretakers; provided further, the purchaser is solely responsible for the conduct, behavior and actuations of their caretakers. Management of the Project and all of its employees are not responsible for any untoward incident that might be brought about by its caretakers causing injuries/damages to third person/party.
- Violation of this provision shall subject the purchaser to a penalty in the amount of ten thousand (Php 10,000.00) pesos per violation until and unless the violation is corrected and without prejudice to the right of the Declarant and the Association to take appropriate action/s which is deemed necessary under the circumstance.
- v. Delivery of construction materials are allowed from 8:00 A.M. to 5:00 P.M. between Mondays to Fridays and 7:00 A.M. to 4:00 P.M. on Saturdays.
  - w. In relation to the preceding paragraph, all trucks must exit on the same day of entry.

- x. Trucks will not be allowed to stay overnight within the subdivision. A penalty of ten thousand (Php 10,000.00) pesos per night will be imposed to violators and will be deducted from the construction bond.
- y. To avoid spilling of debris onto the roads of the subdivision, trucks that are improperly loaded will be denied entry.
- z. No deliveries of furniture, appliances (conditional and subject for approval) and the like shall be allowed unless a Clearance to Transfer is issued by the Housing Committee.
- aa. Delivery of heavy equipment and pull-out of the same will be charged separately unless both are done during the same trip.
- bb. Heavy equipment, such as backhoes, bobcat, and the like, shall be prohibited on roadways and common areas of the subdivision.
- cc. Any heavy equipment that damages the roadways common areas of the subdivision shall incur penalties and shall answer for the repairs of the same.
- dd. Delivery of construction materials and/or heavy equipment without prior and advanced approval shall incur a fine in the amount of twenty thousand (Php 20,000.00) pesos per entry
- ee. Construction protocols and policies should be strictly followed. It is highly encouraged that purchasers and/or prospective buyers who intend to commence house construction shall familiarize with this Deed as no exceptions will be given.

## **6. WATER CONNECTION / CONSUMPTION**

- A. In connection with the above-mentioned rules on utilities, the purchaser is responsible and must secure his/her own water connection in an amount of twelve thousand pesos (Php 12,000.00), inclusive of costs of labor and installation of the water meter, to be paid with the Declarant.
- B. A minimum water consumption per month shall be charged.
- C. The purchaser shall also be required to post a deposit in the amount of ten thousand pesos (Php 10,000.00) prior to the installation of the water meter to answer for any damage and/or injury that may be incurred as well as delinquent accounts.
- D. Failure to pay water bill on due date shall be subject to automatic disconnection of water services without need of prior notice or demand.

## **7. OTHER FEES TO BE SETTLED**

- A. As part of the above-mentioned rules, rates below shall be settled by the purchaser before commencement of any construction activity. Rates are subject to change without prior notice.
  - 1. Administrative Fee of Twelve Thousand Pesos (P12,000.00) which shall cover administration and monitoring of construction for one (1) year construction period. In excess of the one (1) year period, the PURCHASER/HOMEBUILDER shall pay Two Thousand Pesos (P2,000.00) every month as penalty.
  - 2. Plan Evaluation and Review of Ten Thousand Pesos (P10,000.00) is valid only for a year/12 month which will cover for review and evaluation fees by

Sun Valley engineers and/or architects. This fee is good for one fiscal year only and includes up to five (5) revisions.

- a. In the event that more than five revisions are required, I/We shall pay an additional Plan Evaluation Fee of P10,000 to continue the evaluation process.
  - b. Furthermore, if no Clearance to Construct has been issued after one (1) year and we wish to continue the application, an additional Plan Evaluation Fee of P10,000 shall be paid to renew the application.
3. Four Thousand Pesos (P4,000.00) for Relocation Survey, additional P2,000 per subsequent lots.
4. Three Thousand Pesos (P3,000.00) for Location Plan, additional P1,500 per subsequent lots.
5. Six Thousand Pesos (P6,000.00) for TOPO, additional P3,000 per subsequent lots.
6. Five Hundred Pesos (P500.00) for Signboard.
7. Two Hundred Pesos (P200.00) for every new application of ID of workers; One Hundred Pesos (P100.00) for every ID renewal.
8. Twenty Thousand Pesos (P20,000.00) for one time membership fee.
9. Advanced monthly dues fees/1 year construction period.

**B. PENALTIES AND FINES**

No worker’s uniform	Php 10,000.00
No worker’s I.D.	Php 10,000.00
No board-up	Php 10,000.00
Dumping of construction materials on sidewalk/roads/adjacent lot	Php 10,000.00
Overnight parking	Php 10,000.00
Excess of the allowed stay-in workers	Php 10,000.00
Extension of construction period	Php 10,000.00 per month in excess of the allowable period for construction
House pets/animals during construction period	Php 10,000.00
No portable toilet/cubicle	Php 10,000.00
Non-observance of holidays and Sundays	Php 10,000.00
Violation of setback restrictions	Subject to the assessment of Housing Committee and severity of the violation
Violation of building height restrictions	Subject to the assessment of Housing Committee and severity of the violation
Delivery of construction materials and/or heavy equipment without prior and advanced approval	Php 20,000.00 per entry
Burning of any refuse, tree-cuttings, dried leaves and construction debris on any open space, sidewalk or vacant lot within the subdivision	1 <sup>st</sup> offense – Php 5,000.00 2 <sup>nd</sup> offense – Php 10,000.00 3 <sup>rd</sup> offense and so forth – Php 15,000.00
Move in and/or transfer without clearance to transfer	Php 100,000.00

Any other violation	Php 10,000.00
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**C. DELIVERY FEES**

Four (4)-wheeler truck	Php 300.00
Six (6)-wheeler truck	Php 500.00
Eight (8)-wheeler truck	Php 4,000.00
Ten (10)-wheeler truck	Php 5,000.00
More than ten (10)-wheeler truck and/or heavy equipment	Subject to advanced approval before entry

**8. COMPLETION OF CONSTRUCTION/OCCUPANCY OF HOUSE**

- A. After construction of the house has been completed, the purchaser shall, at all times, observe cleanliness and must clear the lot area and all its surroundings from construction debris, including adjacent lots if used for stockpiling.
- B. The purchaser/contractor shall surrender all construction workers I.D.s issued upon completion of house construction.
- C. Final inspection shall be made by the Housing Committee within one (1) week from date of request of the clearance to transfer. A clearance to transfer shall be issued after final inspection of the house.
- D. The purchaser shall secure an endorsement letter from the Housing Committee prior to the actual transfer.
- E. Until and unless construction of the house is completed and fully painted, no clearance to transfer shall be issued without the approval of the field engineer/architect. A penalty/fine in the amount of one hundred thousand (Php 100,000.00) pesos shall be imposed upon the purchaser who will move in and/or transfer without the necessary clearance.

**9. OTHER RESTRICTIONS**

**A. ADDITIONAL RESTRICTIONS**

- a. The Declarant and/or the Association or other governing body may impose such restrictions other than those contained herein, provided that, such additional restrictions shall not in any way or manner diminish, amend, or change the restrictions, covenants, and conditions herein stated, provided further that, the condition that the use and occupancy of the lot for residential purposes for a single residence, and by a single family may not be revised, amended, or changed by the Declarant and/or the Association or by any governing body.

**B. PERPETUAL EASEMENT**

- a. This property is subject to a perpetual easement of one (1) meter within the lot and adjacent to the rear and two sides thereof for purposes of inspection, measurement, survey, relocation, repair and laying of monuments or of necessary lines for water, gas, electric power, telephones and other public services, and the Declarant or its representative or representatives of public utility entities shall have the right to enter the property anytime to carry out the above mentioned purposes for which the easement is created, and any inconvenience or disturbance thus caused shall not be a ground for the rescission of this contract or for an action for damages.



### **C. IMPROVEMENT REQUIRED BY THE GOVERNMENT**

- a. The purchaser shall do or pay for any additional filling or any improvement on the land which may be required by the government or other competent authority, after development is completed and after the same is sold to the purchaser and in case the Declarant is compelled to make such filling or improvements by reason of the inability of the purchaser to comply with such requirements, the latter shall reimburse the Declarant of the cost and expenses thereby incurred by the latter by paying an initial payment of fifty percent (50%) of the total cost and the balance in equal monthly installment for one (1) year from the date the Declarant commenced to fill the lot plus interest at the rate of twenty one percent (21%) per annum on the unpaid balance.

### **D. AMENDMENT TO THE SUBDIVISION PLAN**

- a. Whenever the government or any of its instrumentalities empowered by law shall cause or authorize an amendment of the subdivision plan, appropriate adjustments shall be made accordingly with the view to having the lot areas in the original plan conform to the amended plan. In such event, there shall be no change in the rights and obligations of the parties under the contract other than those changes caused by the adjustments on the area and changes in the proportionate increase or decrease in the purchase cost computed at the same price per square meter.

### **E. PROHIBITION ON USE OF LOT AS RIGHT OF WAY**

- a. The parties hereby further agree that the roads in the subdivision are made available only to the purchasers and members of his/her family who shall utilize and make use of the lot or lots so acquired for residential purpose, and not otherwise as to gain entrance to and/or exit from the subdivision in such manner that the purchaser shall create a right-of-way through the roads of the subdivision to have access to properties within, beyond, or adjoining the subdivision. Should the purchaser be found to have purposely purchased a lot in the Project to gain access to properties within, beyond or adjoining the subdivision, be it belonging to said purchaser, or other persons, the Declarant shall, for breach of this provision by the purchaser, have the right to cancel this contract and reimburse sixty percent (60%) of whatever the purchaser has paid on account of the principal of the purchaser price of the lot, In case title has already been conveyed to the purchaser, the Declarant may compel the purchaser to reconvey the same provided that the purchaser is reimbursed of sixty percent (60%) of whatever he/she has paid on account of the principal.

And if the purchaser has already constructed improvements thereon, the Declarant will acquire ownership over the same by paying sixty (60%) percent of its value as declared in the Tax Declaration covering said improvement. In addition, the Declarant shall have the express authority to construct fences and if one is already in place, but destroyed, to repair the same to prevent further violation of this prohibition. Likewise, structures placed by the purchaser to facilitate the illegal ingress/egress shall be summarily removed without the Declarant incurring civil/criminal liability.

## **10. ENFORCEMENT OF RESTRICTIONS**

- A. Every act or omission which violates any covenant, condition or restriction contained in this Deed and its Annexes is hereby declared to be and constitute as a nuisance and every remedy allowed by law or equity against the purchaser, lessee or occupants, whether public or private to abate such

nuisance, shall be available and may be exercised by the Declarant and/or the Association, or by any prejudiced or affected purchaser.

In addition to any and all kinds of actions against the purchaser –

- a. The purchaser shall hereby be made liable to the Declarant including all other purchasers (the latter as represented by the Association) for liquidated damages in the amount to be determined by the Declarant.
- b. The Declarant, its assigns, or its corporate successors and/or the Association and their duly authorized representative shall have the right, during reasonable hours of the day and upon due notice, to enter and inspect the building constructed on the lot to ascertain compliance with all the restrictions and other rules and regulations imposed.
- c. Compliance with the said restrictions, reservations, easements, and conditions may be enjoined and/or enforced by Court action by the Declarant and/or the Association, their respective successors and assigns, or by any member in good standing of the Association.
- d. In case of such violation, after giving an advance written notice to the purchaser, his/her lessee or occupant/s of the lot and/or house & lot, the Declarant and/or Association shall have the right, privilege and license to access and enter the lot and/or house & lot unit and to demand the demolition and removal at the expense of the purchaser, his/her lessee or occupant/s of the lot and/or house & lot, of any building, structure, improvement, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Deed unless otherwise provided.

Such notice may be given personally or by registered mail or by leaving a copy thereof with any person of sufficient age and discretion occupying the premises or if no person be found thereon, by posting a copy of the notice at the premises.

#### **11. NON-WAIVER**

- A. Failure of the Declarant and/or the Association to enforce any covenant, condition or restriction contained in this Deed shall in no event be deemed to be a waiver of the right to enforce such covenant, condition or restriction thereafter or any other covenant, condition or restriction, irrespective of the number of violations or breaches thereof and regardless of whether the breaches or violations are uniform or not.

#### **12. NON-LIABILITY OF OFFICIALS**

- A. To the fullest extent permitted by law, the Declarant and/or Association, the Board of Directors, any committees of the Declarant and/or Association or any member of such Board or committee shall not be liable to any purchaser for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications made in good faith, which the Declarant and/or Association, Board, committees or person reasonably believes to be within the scope of its duties

#### **13. INTERPRETATION**

- A. The language of this Deed shall be construed according to its fair meaning. However, any conflict in interpretation shall be resolved in favor of the more stringent interpretation in view of the Declarant's intention to develop the Project, preserve and enhance its value as a planned and controlled community as provided for in this Deed.

#### **14. EXERCISE OF RIGHTS**

- A.** The appointee, duly authorized representative or assignee of the Declarant may exercise any right granted to the Declarant by this Deed.

Without prejudice to the rights of the Declarant granted by this Deed, the Declarant intends to assign to the Association some of its rights under this Deed, once the Association is duly constituted, organized, operational, upon completion and turnover of the Project to the Association, and that at least eighty-five percent (85%) of the saleable units have been sold.

At the option of the Declarant, the Association may operate, maintain, and manage these infrastructures, common areas and facilities subject to the control and supervision of the Declarant while absolute ownership of certain infrastructure, common areas and facilities continue to remain in the name of the Declarant. However, the Declarant may, in due time, transfer after proper arrangements, ownership or such infrastructure, common areas and facilities to the Association which shall be bound to accept the same.

#### **15. RIGHTS RESERVED TO THE DECLARANT**

- A.** It is understood that all names, appellation and other marks of projects used and developed by the Declarant for its projects, are owned by the Declarant and as such, Declarant shall be deemed to have exclusive entitlement for the usage of the same thereof. Each purchaser agrees not to use these names and marks as part of his/her/its corporate business name, or name of any building or structure within his/her/its lots located within \_\_\_\_\_ or elsewhere or use the same for any other purpose without the express written consent of the Declarant. It is likewise understood that the Association, cannot, without prior written consent of the Declarant, change the name of the Project.
- B.** The enforcement of all legal proceedings, restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Deed shall be granted to the Declarant.
- C.** The provisions of this Deed shall not be construed as to prevent or limit the rights of the Declarant of the following:
- a. To complete the development, construction, promotion, marketing, sale and leasing of lots and house & lot units in the Project;
  - b. To construct or alter improvements in any lot and house & lot units owned by the Declarant;
  - c. To maintain model homes, showrooms, offices for construction, sales and leasing, or similar facilities within the Project;
  - d. To post signs incidental to the development, construction, promotion, marketing and sale of the lots and house & lot units in the Project;

The exercise of the above-stated rights of the Declarant shall be exempt from the application of this Deed.

- D.** The Association cannot convey, assign, change and/or alter the use of the Common Area without the prior written consent of the Declarant.
- E.** The right to establish utility and other easements in the Project for purposes including, but not limited to, the establishment of streets, pathways, walkways, drainage, ducts, shafts and utilities as may be convenient for the use and operation of the Project shall be reserved upon the Declarant.

- F.** Additional parcels of land may be annexed by the Declarant to form part of the Project as expansion or additional phases thereof (hereinafter called the "Annexed Property") without need of prior consent or approval from the Association or the purchaser.

Such Annexed Property may be developed and sold or transferred separately from the Project. The purchasers will not interpose any objection to said expansions or additional phases and to the corresponding alteration or amendment of the Project Master Plan as may be necessary. Upon annexing the properties, the Declarant shall execute a Supplemental Declaration of Restrictions which shall specifically describe the Annexed Property. The Declarant may, at their sole option, determine whether or not such Annexed Property shall be governed by this Deed and/or shall be covered by the same Association covering the Project, and shall declare so accordingly in the Supplemental Deed of Restrictions.

In view of the foregoing, the Declarant reserves the right to adopt and set forth in the Supplemental Deed of Restrictions any new or modified restrictions or covenants which may be applicable to such Annexed Property.

- G.** The option to withdraw a lot and house & lot unit from this Deed may be exercised by the Declarant provided such withdrawal would apply only to lots and house & lot units which have not been sold nor conveyed to a purchaser, provided further, that any withdrawal shall not materially alter or adversely affect the development, concept and design of the Project.
- H.** A perpetual right-of-way over such road networks is hereby given to the Declarant or its assignees and successors-in-interest, for use as access to and from the Annexed Property as well as to and from Declarant's properties or developments within, adjacent to, or in the immediate vicinity of the Project, without charge or compensation notwithstanding a turnover of the road networks forming part of the Project. Likewise, the purchasers in the Annexed Property are given a perpetual right of way over the road networks of the Project to use as access to and from the Annexed Property.

Without the need of consent of the Association or the purchasers, the Declarant or its assignees or successors-in-interest shall have the right to utilize any easement, and structures, installations and improvements for power, water, cable, telephone, drainage, sewage and other utility services and facilities in the Project, without any charge or compensation, in the course of the development of the Annexed Property or any development undertaken by the Declarant in properties within, adjacent to, or in the immediate vicinity.

- I.** A perpetual right of way over the road networks forming part of the Project, in view of the concept of the Project, is hereby granted in favor of all property owners and residents of the Project, as well as to their respective lessees, occupant, guests and visitors. In this regard, access to and from the Project shall at no time be subject to any form of obstruction which may prevent the property owners and residents including their respective lessees, occupants, guests and visitors from entering or leaving the Project.
- J.** All purchasers, upon executing an instrument conveying ownership to the lot and/or house & lot unit, automatically and irrevocably constitutes the Declarant as its attorney-in-fact and proxy to exercise the rights of a purchaser to vote as a member on all matters pending before the Association and to cast such vote as the Declarant shall see fit until such time that the Declarant completes the development of the Project and achieves the sale of the saleable units in the Project to at least eighty-five percent (85%).
- K.** Any and all actions taken by the Declarant as the proxy and attorney-in-fact of a purchaser shall be binding upon the purchaser as if taken by the purchaser in

his/her own name, without acting through his proxy or attorney-in-fact. The irrevocable appointment of the Declarant as attorney-in-fact and proxy for each purchaser is coupled with interest and may not be revoked by a purchaser without the written consent of the Declarant.

- L. The Declarant shall turn over the Project to the Association upon completion of the Project and that at least 85% of the saleable units have been sold.

**16. SOLIDARY LIABILITY**

- A. If there are two (2) or more purchasers under this Deed, the obligations mentioned herein are deemed contracted by the purchasers in their joint and solidary capacities.

**17. SEPARABILITY**

- A. Should any provision contained in this Deed or any part hereof be declared invalid or unenforceable, the other provisions, in so far as they are separable, shall remain in full force and effect.

**18. AMENDMENTS**

- A. The provisions in this Deed may only be amended in whole or in part by the Declarant with the concurrence of a majority of the owners. Any amendments made pursuant to this shall not prejudice vested rights of owners who built on the lots prior to the registration of such amendment with the proper Registry of Deeds.

**19. VALIDITY OF THE COVENANTS**

- A. In the event of invalidation of any one of the above covenants or any part thereof by written-directive of the Declarant, or by court order or judgment, the other provisions or portions shall not be affected and shall remain in full force and effect.

## ACKNOWLEDGMENT AND UNDERTAKING

Relative to our/my decision to construct a housing unit over our/my lot and/or any improvements. (Lot No.\_\_\_\_\_, Block. No.\_\_\_\_\_, Phase\_\_\_\_\_ at The Perch and/or Highland Park. I/We, \_\_\_\_\_ of legal age, Filipino with residence address at \_\_\_\_\_ under oath, depose and say:

1. That I/we acknowledge and conform to the herein attached Deed of Restrictions.
2. That I/we undertake to conform to all existing rules/regulations maintained within The Perch and/or Highland Park and regulations promulgated by the Management.
3. That I/we bind ourselves to be responsible for any misconduct of workers including damages to permanent improvements within the subdivision (curbs, gutter, sidewalk, roadways, water connection) jointly with contractor during house construction, and we undertake to pay for damages/costs thereof.
4. That I/we shall coordinate with field engineer/security force for:
  - a.) Listing of workers for identification purposes;
  - b.) Observe materials delivery schedules and curfew hours;
  - c.) Maintain materials safe keeping / security measures.
  - d.) Maintain cleanliness around the construction area.
5. That I/we agree to pay water consumption, based on actual meter reading, at the rate of Php\_\_\_\_\_.
6. That while construction is in progress, I/we undertake to maintain construction materials within our/my lot, and that I/we also undertake not to utilize streets, sidewalks for stockpiling and other similar use. In case of violation, the Declarant shall remove materials without notice. Costs shall be charged against the purchaser and a penalty of ten thousand (Php 10,000) pesos shall be charged for every violation made.
7. That the curfew time of 6:30 P.M. shall be observed by the stay-in construction workers. That no one is allowed to roam around within the premises in the subdivision but shall remain in quarters of the construction site.
8. That I/we undertake not to transfer or occupy the housing unit without securing clearance/permit to transfer from the Declarant.
9. That I/we acknowledge that sidewalks are not part of the lot, but the exclusive property of the subdivision. That I/we agree and bind ourselves/myself that the use shall be for entry/exit to my lot without altering the current status of the sidewalk. Sidewalk's improvement, if any, may be removed by Declarant even without our consent and shall not be obligated to compensate any expense incurred therein.
10. That I/we undertake not to remove or transfer the water meter without permission from SUN VALLEY GOLF & DEV., INC.. Violation shall be subject to penalty of twenty thousand (Php 20,000.00) pesos, exclusive of payment for adjusted water bill based on consumption.
11. For non-payment of water bills, water services shall be disconnected automatically without need of notice or demand and maybe reconnected only upon payment of all unpaid water bills and payment of reconnection fee of one thousand (Php 1,000.00) pesos.

12. Cost of repair and re-calibration of water meter shall be charged to the purchaser.
13. In case of change of ownership, I/We will advise the concerned office immediately.

IN WITNESS WHEREOF, we have hereunto to set our hands this  
day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER

SIGNED IN THE PRESENCE OF

\_\_\_\_\_

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_) S.S**

**BEFORE ME**, a Notary Public for and \_\_\_\_\_ Philippines, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared:

NAME	RES CERT. #	ISSUED ON	ISSUED AT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

All known to me to be same persons who executed the foregoing instrument and acknowledged to be their own free will and voluntary act and deed.

The foregoing instrument refers to a house construction regulations, consisting of (23) pages including this page on where the acknowledgement is written and is signed by the parties thereto and their instrumental witnesses on each and every page hereof and sealed with my Notarial Seal.

**WITNESS MY HAND AND SEAL** in place and on the date first above written.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_.