

I. HOMEOWNERS ASSOCIATION

1. The BUYER, his/her heirs, successors or assigns hereby accepts unconditional membership in the HOMEOWNERS ASSOCIATION, INC., a non-stock, non-sectarian and non-political association composed of all lot owners and residents of the subdivision community. The main purpose of the formation of the HOMEOWNERS ASSOCIATION (hereinafter called the ASSOCIATION), is for the proper operation, maintenance and beautification of the roads and community, facilities, security, fire protection, enforcement of restrictive easements and in general, to protect and promote health and sanitation. In the absence of a HOMEOWNERS ASSOCIATION at the time of occupancy, the BUYER, his/her heirs, successors or assigns, shall likewise cause himself/herself to become full member of the association at the instance when the association is organized and shall pay any dues that the association may impose reckoned from the time when association is organized or as agreed by the association as may be provided in its constitution and by-laws.
2. The BUYER, his/her heirs, successors or assigns agrees to pay initial membership fee to the ASSOCIATION at the prevailing rate during move-in, as determined by the HOMEOWNER'S ASSOCIATION.
3. The BUYER, his/her heirs, successors or assigns, agrees to pay annual membership dues in such amount fixed by the Board of Directors of the ASSOCIATION, which will constitute a lien on the property second only to liens entered into in good faith; and to abide by the Articles of Incorporation of the ASSOCIATION, its by-laws and such reasonable rules and regulations as may be promulgated from time to time.
4. The DEVELOPER may donate the subdivision's facilities to the ASSOCIATION and the improvement of such facilities and amenities will be shouldered by the ASSOCIATION. Any incidental expenses e.g. hiring of maintenance crew, beautification of the subdivision and payment of real property taxes shall be charged to the ASSOCIATION after donation. However, the DEVELOPER, may in due time, donate with proper arrangement, the facilities/amenities provided that the ASSOCIATION has been duly registered in any concerned government agency or entity and that the ASSOCIATION shall pay the miscellaneous expenses e.g. donor's tax, transfer tax, registration fees, etc.

II. USE OF THE LOT

1. The property shall be used for RESIDENTIAL purposes only and shall not be used for any immoral or illegal activity. Any lot shall not be subdivided and for

the purpose of its being used as an access or right of way to any adjacent land outside the subdivision or any other purpose.

2. No animals or fowls shall be maintained or kept on the lot except pets. The terms "pets" mean birds, cats and dogs not in commercial quantities.

Pets, Dogs, and Cats must be kept within the residential premises and taken out only under the leash or properly secured by its owner. Dogs and cats without leash or collar shall be deemed stray and the Association reserves the right to request the City pound to dispose these stray dogs and cats accordingly. The owner shall be responsible for any and all consequences arising from the conduct of his/her pet, cleaning up the dirt or mess created by his pet in the common areas. He/She shall ensure that his pets are vaccinated against rabies. Upon request, he/she shall submit to the association a certification from a licensed veterinarian regarding the vaccination received. The association reserves the right to prohibit the retention of the unit owner/occupant's pet found to be dangerous or a nuisance to other residents and/or kept in inhumane conditions. In addition, the owner of the pet shall be liable for any expenses incurred when somebody is bitten by his/her pet (dog).

3. No commercial or advertising signs shall be placed, constructed or erected on the property except nameplates and professional signs, not exceeding 30x60 centimeters in size, and placed only on the premises of the owner thereof.

GOOD HOUSEKEEPING

1. No parts of the property shall be used or maintained as dumping for rubbish, garbage or other materials or aggregates. The BUYER shall provide for the necessary garbage cans or receptacles for disposal of rubbish and other trash.

UTILITIES

1. The DEVELOPER will install a centralized water distribution system in the subdivision and no BUYER or person in interest shall be allowed to tap or sell its water supply outside or inside the subdivision, and the BUYER, agrees to pay such rate or rates to the DEVELOPER, its assigns, or successors, shall hereafter charge for the proper upkeep and maintenance of this service. For any damage on the water main distribution pipes and/or drainage system caused by the BUYER or his contractor, the same shall be repaired at the expense of the BUYER.

FURTHERMORE, the BUYER shall not be allowed to put up its own deep well or pressurized water tank within his lot in the subdivision, and shall also not be allowed to connect pump directly to the water supply pipe connected to the main distribution pipes.

2. No soil, fruit tree, plants, and the like may be taken out of the subdivision without the consent of the DEVELOPER, its assigns, or successors. If the BUYER decides to plant a tree, point six (0.6) of a meter setback from the sidewalk shall be observed as to prevent damage to the drainage system of the subdivision.

ACCESS

1. If the property is already turned over to the BUYER, any representative of the DEVELOPER or any public service or utility company with a valid identification card, shall be

allowed to enter the property anytime only with the express consent of the BUYER either verbal or written, for the purpose of inspection, measurements, or installation of water, gas, light, telephone system, etc. or to make necessary repairs or works on or within the property.

RESIDENTIAL UNIT

1. For units turned over and received by the BUYER but not yet occupied, the BUYER shall be responsible for the cleaning, maintaining, and security of its property. If this deed covers the lot alone and does not include a residential house, the BUYER agrees to keep the lot free from trash, rubbish, weeds, wild grass, and other undesirable matter and no BUYER shall be allowed the use of their property (ies) or unit(s) as a dumping site for their trash and garbage. Any monuments (mohon) lost or misplaced shall be the sole responsibility of the BUYER and any request for relocation shall be charged with a relocation fee to be determined by the DEVELOPER.
2. All plans for changes to any exterior architecture, structure or appearance of your home must be submitted for approval to the developer/association. All physical improvements shall be made at the risk of the owner, and the association or developer shall not be responsible.

Prior to the start or commencement of any approved construction or improvements, the BUYER/owner is required to submit their building plans for filing and record purposes to the DEVELOPER / ASSOCIATION its assigns, successor and a copy of the permits, licenses as mentioned in the provisions Sec. 13 of this deed. The buyer shall likewise pay a Construction bond in the form of a Cash Bond to be determined by the Developer. The cash bond shall be used in repairing for any damage(s) caused by the BUYER or his contractor within the subdivision during the duration of the construction of the improvements.

No improvements shall materially alter the existing topography of the property and / or the surrounding area, or adversely impact the existing drainage in and about the area to be improved. The owner is responsible for assuring that no such effort upon lawn area, topography or drainage occurs.

A porte cochere, carport, or garage may be allowed as an exception to the 2-meter setback restrictions from the side boundaries of the lot and may be constructed flush with the property line provided that running and rain water are properly controlled, collected and not made to fall on the adjoining property.

Light materials such as amakan, bamboo, and the like should not be used for any house extensions.

No Owner shall alter or change the exterior color of the improvements on his unit without prior written consent of the ASSOCIATION / DEVELOPER. The exterior including trim and doors, are to be repainted using only ASSOCIATION / DEVELOPER approved paint and stain colors. Decks and porches are to be stained with either the approved sliding or trim colors or a transparent stain or wood preservative. Redwood and other stains are not to be used.

3. Fence construction is not allowed.
4. The BUYER, his/her successors, or assigns shall not be allowed to install any drainage line outside his property w/o express approval of the DEVELOPER

Its assigns or successors; any destruction, boring, covering of drainage (outlet or inlet) through concrete curb and gutter, is strictly prohibited

5. The BUYER shall not allow his / her property to be used as a right of way to other adjoining properties of the subdivision.

AMENITIES

1. The subdivision has its own set of features and amenities intended for the use and enjoyment of the Homeowners. However, it is the responsibility of each Homeowner to see to it that the amenities are properly maintained. Therefore, certain rules and regulations should be adopted for the proper use and maintenance of the amenities, which the DEVELOPER may implement. Thus, the BUYER, his/her successors, or assigns shall strictly follow the rules and regulations in the use of the amenities of the subdivision like multi-purpose building, basketball court, playground (whichever is applicable), to be drafted separately by the DEVELOPER, its assigns, or successors.

VEHICULAR RESTRICTIONS

1. CARPORT. Are to be used for vehicle parking only and may not be modified for any other use. To the extent practicable, cars are to be stored only inside the carport.
2. PARKING. On street parking of vehicles increase the risk to pedestrians and other vehicular traffic. Unless approved by the Association, automobiles and other vehicles belonging to residents and / or guests are to be parked to the greatest extent possible in garages or driveways. As a courtesy to other residents expecting multiple guest vehicles for an event which expected to last more than a few hours, they are encouraged to request permission to use the common parking area, rather than on the sidewalk or on the street. Overnight parking is not allowed.
3. SPEED LIMIT. The speed of any motor vehicle shall not exceed 20kph along the subdivision roads.
4. SMOKE BELCHING VEHICLES. All smoke-belching vehicles shall be banned from the subdivision. Blowing of horns inside the subdivision is prohibited.

OTHER MATTERS

1. CLOTHES. No clotheslines, fences, walls or screen plantings of any kind are allowed without the Association's approval. No outdoor drying or airing of clothing or bedding items is allowed. However, if all sides are visible, put a barrier that will hide the clothes.
2. CHILDREN. Parents should avoid having children play on the main road. Children are encouraged to play at the playground or multipurpose area.
3. KITES. Kite flying is prohibited inside the subdivision.
4. FIRES. Burning in the open and in the construction site is not allowed including garden debris (dried leaves and tree twigs), and garbage. Exceptions are for outdoor grilling.
5. VANDALISM AND OTHER OFFENSES. Such as defacing, destroying lights, trees, and/or private gardens; writing, painting on private property; causing loud noise while on the streets and sidewalks; committing illegal or immoral acts such

as public necking, petting, etc. are to be reported to the security guards on duty, if caught committing such offenses.

6. **NOISES.** Consideration must be extended and maintained for the privacy and peace of the subdivision homeowners. Unnecessary horn tooting/blowing, annoying sounds, noisy vehicle mufflers, loud and amplified music must be avoided and/or prevented. It is prohibited to use cars, motorcycles and other vehicles on which has been installed with gadgets to create additional noise and/or sound, or to use such vehicles which has been modified by removal or otherwise, of gadgets so as to produce additional noise or sound. Vehicle owners are enjoined to install noise suppressors.

7. **LOITERING.** Loitering (panumbay) in house units without homeowners' knowledge is not allowed unless permitted by homeowners' concerned.

8. **LIVESTOCK/POULTRY.** No cattle, pigs, sheep, ducks, geese, roosters or rabbits and other livestock or poultry shall be maintained on the lots.

9. **PARTIES.** For homeowners holding a party, tables and chairs should not be placed along the road that could obstruct the traffic. Homeowners are advised to use the clubhouse or multipurpose area, except for house blessings.

Silence should be observed after 10:00 pm, but subject for extension until 12:00 midnight during parties and special occasions. However, concerned homeowner must inform the guard prior to the start of the party.

10. **GARBAGE DISPOSAL.** Segregation of garbage should be according to:

a. Biodegradable (e.g. food waste, kitchen waste, vegetables, fruits, etc.)

b. Non-biodegradable (e.g. cans, metals, plastics, etc.)

c. Recyclable (e.g. paper, boxes, bottles, plastics, etc.)

11. **NON-RESIDENTS.** Persons other than members, residents, and guests are not permitted to loiter or wander aimlessly inside the subdivision.

12. **VENDORS.** All vendors are prohibited to get inside the subdivision premises. Any buying transaction with the vendors must be done at the guardhouse.

13. **TERMS OF RESTRICTIONS.** The foregoing restrictions shall remain in force for fifty (50) years from the date of approval, unless sooner cancelled in its entirety by two-thirds vote of the members in good standing. However, the Association may, from time to time, add new ones, amend or abolish particular restrictions or parts thereof by majority rule.

14. Failure of the BUYER, his/her heirs, successors or assigns to comply with these covenants may be enforced by proceedings at law, and the cost of suit, attorney's fee and damages shall be for the account of the BUYER, his successors or assigns.

15. The above-written restrictions shall be enforced unless amended by the DEVELOPER or by general assembly of the HOMEOWNERS ASSOCIATION in the event the operations, management and maintenance of the subdivision's facilities are turned over to the ASSOCIATION.

THAT I/WE HEREBY MANIFEST THAT I/WE READ AND FULLY UNDERSTOOD AND ARE AGREEABLE TO THE PROVISIONS CONTAINED IN THE DEED OF RESTRICTIONS.

Buyer: