



Deed of Restrictions

November 2008

Unit 168, 16th Floor, Landco Corporate Centre
J. P. Laurel Ave., Bajada, Davao City, Philippines
(082) 2272864 - www.playaazalea.com



The sale of any lot (the term "lot" shall be taken to mean an open lot) of the real estate project "Playa Azalea" located in Brgy. Limao, Island Garden City of Samal, Davao del Norte, Philippines shall be subject to the following restrictions, easements, conditions, and definitions, which shall be annotated in the corresponding certificate/s of title as property encumbrances, to wit:

1.0 DEFINITION OF TERMS

- 1.1 **"DEED" OR "RESTRICTIONS"** shall mean and refer to this Deed of Restrictions and Design Guidelines as amended, modified and supplemented from time to time.
- 1.2 **"VILLAGE"** shall mean the Playa Azalea Project.
- 1.3 **"OWNER"** shall mean the Owner of lot or lots at **Playa Azalea**.
- 1.4 **"DEVELOPER"** shall refer to LANDCO Pacific Corporation (LPC), the developer of the village
- 1.5 **"ASSOCIATION"** shall mean and refer to the Homeowner's ASSOCIATION. When all the residential lots in the village shall have been turned-over to the ASSOCIATION, and all the streets, lanes and open spaces shall have been assigned to the ASSOCIATION, or by the government entity concerned, the implementation and approval of the plans, permits and clearance shall be secured from the ASSOCIATION.
- 1.6 **"LOT" or "PROPERTY"** shall mean a designated parcel of land which is sold and / or leased for the purpose of the construction of a building and other related structures.
- 1.7 **"DWELLING UNIT", "BUILDING" OR "HOUSE"** shall mean a single detached building or structure designed and constructed on a lot.
- 1.8 **"PERIMETER LOT"** means a LOT located along the perimeter of the VILLAGE as indicated in the subdivision plan.
- 1.9 **"THRU LOT"** means a lot with two-street frontages but it is not a corner LOT.
- 1.10 **"ROAD"** shall mean any avenue, street, highway, or road within the village and shown on any approved subdivision plan, whether designated thereon as avenue, street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.
- 1.11 **"COMMON AREA"** shall mean plot(s) of land in the village which includes open spaces, facilities, amenities, utilities, and other improvements found or located in the village and declared as such by the ASSOCIATION or DEVELOPER for the common use of OWNERS, their heirs, successors and assigns.
- 1.12 **"IMPROVEMENTS"** shall include buildings, streets, roads, driveways, parking areas, screening walls and barriers, retaining walls stairs, decks, platforms, waterlines, sewers, electrical, telephone, telecommunications and cable facilities hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas and all other structures, installations, and landscaping of every type and kind, whether above or below land surface.
- 1.13 **"DESIGN REVIEW COMMITTEE"** shall mean the committee formed by the DEVELOPER and/or the ASSOCIATION to review all plans, design and construction works within **Playa Azalea**.
- 1.14 **"BUILDING FOOTPRINT"** shall mean an effective area covered by any structure from the downward projection of its building walls. The coverage of a building or a structure on a parcel of land.
- 1.15 **"GROSS FLOOR AREA"** shall mean the total floor space within the perimeter of the permanent external building walls. The areas encompass the entire external perimeter of all constructed areas. This includes the main building structure as well as all components thereof. This also includes all floors below ground level as well as above ground level including thickness of perimeter exterior walls.

The Gross Floor Area of a building shall be computed by measuring to the centerline of the dominant portion of the permanent external building walls. The dominant portion shall mean that portion of the permanent building walls which is fifty percent (50%) or more of the vertical floor to ceiling dimension measured at the dominant portion. If there is no dominant portion, or if the dominant portion is not

vertical, the measurement for area shall be to the centerline of the permanent external walls where it intersects the finished floor line.

1.16 **"SETBACK"** shall mean the minimum distance between the property line and a building or structure.

1.17 **"FINISHED GRADE ELEVATION"** shall mean the final grade elevation delivered by the developer on the LOT.

1.18 **"FINISHED CONSTRUCTION LINE"** shall mean the final lot grade elevation resulting from construction activities and/or improvements conducted by the OWNER.

1.19 **"BUILDING CONSTRUCTION PLANS"** shall refer to the architectural and engineering plans of a BUILDING containing the detailed specifications to be implemented and constructed on a LOT.

1.20 **"CONSTRUCTION DEPOSIT"** shall refer to the amount to be paid as consideration for the construction of the BUILDING or IMPROVEMENT.

1.21 **"NET CONTRACT PRICE"** shall refer to the amount paid as consideration for the purchase of the LOT.

2.0 THE HOMEOWNERS' ASSOCIATION

2.1 Membership

Upon payment of 24% of the NET CONTRACT PRICE of the LOT/S or house/s and LOT/S, the OWNER shall automatically become a member of the ASSOCIATION.

The member must abide by the rules and regulations lay down by DEVELOPER and/or the ASSOCIATION in the interest of sanitation, security, aesthetics and the general welfare of the community. It is an integral part of the development scheme of DEVELOPER to initiate the formation of the ASSOCIATION. The DEVELOPER intends to assign to the said ASSOCIATION some of its right under this contract, like those pertaining to building restrictions, for more uniform and efficient enforcement thereof. The ASSOCIATION is authorized to make assessments to meet its expenses that will constitute as a lien on the property junior only to liens of the government for taxes and voluntary mortgages for sufficient consideration entered into good faith.

2.2 Association Dues

The OWNER hereby agrees that the expenses and fees for the maintenance of the common areas, green areas, marine maintenance, road network, marine transportation (if any), foreshore lease expenses, light and water for the common facilities, sanitary, security, real property tax for common areas, and garbage collection for the parks and streets shall be part of the assessment of the ASSOCIATION dues.

2.3 Assessment

The ASSOCIATION is empowered to assess and collect from each member, his and her heirs, successors assigns or lessees such dues and membership fees in such form and amount that it may deem necessary for the continued existence of the ASSOCIATION and the implementation of its objectives. Such dues and membership fees shall constitute a junior lien on the lot/s to that of the liens of the government for taxes and the valid voluntary mortgage/s entered in good faith. The *Owner* hereby recognizes the *DEVELOPER's* or *ASSOCIATION* authority to annotate on the title of the lot of the concerned *Owner* the aforementioned lien for unpaid dues and membership fees. The ASSOCIATION may commence collection from its members immediately upon (signing of the Contract to Sell and upon payment of 24 % of the NET CONTRACT PRICE.

The OWNER authorizes the DEVELOPER to withhold the issuance of the title until full payment of any delinquent dues and membership fees, along with the Net Contract Price for the Lot or house and lot,

2.4 Implementation

For absolute ownership of the facilities and utilities for water supply, street lighting, maintenance of roads, drainage and such other facilities that may be put up for the promotion of the general welfare, health, safety and morals of the members, the ASSOCIATION shall conduct the affairs and activities related to the proper operation, maintenance, regulations, enforcement of the ASSOCIATION's rules and regulations as well as these restrictions. The ASSOCIATION shall manage and maintain the facilities before mentioned subject however to the control and supervision of the DEVELOPER it being clearly understood

that the *DEVELOPER* may in due time, transfer after proper arrangements, ownership of such facilities to the *ASSOCIATION* that shall be bound to accept the same.

3.0 RESTRICTIONS AND GUIDELINES

3.1 USE AND OCCUPANCY OF LOTS

3.1.1 Residential Lot Limitations

- a) Individual lots shall not be subdivided, however, two (2) lots may be consolidated into one (1). Three (3) or more lots may be consolidated and subdivided into a lesser number of lots, provided that none of the resulting lots shall be smaller in area than the smallest lot before consolidation. Provided further that construction on these lots shall be subject to the easement provisions and coverage/plot ratio as indicated in the restrictions. Accessory quarters for household helpers and garages may be built separately from the main structure but subject to the easements provisions.
- b) Two or more lots may be used for a single dwelling unit, provided in such case, lots on which the dwelling unit is situated shall be consolidated under one name and be considered as a single lot for the application of this set of Deed of Restrictions and Design Guidelines.
- c) In all cases, subdivision plan and consolidation shall be duly approved by *DEVELOPER* or its corporate successors, and the proper government office or agency and the duly registered in the proper office of the Register of Deed of Tagum City, Davao del Norte.

3.1.2 Residential Use

- a) Lots shall be used exclusively for residential purposes. Lots shall not be used as access or right-of-way to any adjacent land outside the subdivision or for any purpose unless approved by the *DEVELOPER* or its corporate successors or assigns.
- b) The *Owner* agrees and binds himself not to construct or maintain or cause to be constructed or maintained in the premises hotels, motels, saloons, bar, or any establishment of ill-repute, or use the same for any immoral or illegal trade or activity and any use which will disturb the peace, or be a nuisance in the neighborhood.
- c) Lots shall not be devoted to any of the following purpose: chapel, church, similar places of worship or any congregational gatherings, nor shall any structure be built on any lot for such purpose.
- d) No residential lot shall be used in pursuit of any business, commercial purpose or industrial operations especially a sari-sari store, grocery store, funeral parlor, hospital, day care center, nursery school, private clinic, bar, or any other business that conjures a negative image for the neighborhood. No machinery, appliance or structure shall be placed, maintained or operated on any lot, the purpose of which is to carry or facilitate the carrying on of commercial business/es of any kind.
- e) No temporary building shack, barn, or other BUILDINGS shall be erected, except by builders during the construction period. No stockpiling on LOTS shall be allowed except by the *OWNER* during construction. *DEVELOPER* and/or the *ASSOCIATION*, or its corporate successors have the right to haul or remove for proper disposal all construction materials, equipment, stockpiling on vacant LOTS and common areas without necessary permit and at the expense of the *OWNER* within seven (7) days of *OWNER*'s receipt of notice from *DEVELOPER* and/or *ASSOCIATION* for removal of said materials, equipment, and stockpiling.
- f) No soil, stones, gravel, beach sand, coral and other similar materials shall be taken from any LOT in the VILLAGE without prior written consent from *DEVELOPER* and/or the *ASSOCIATION*, its corporate successors, and assigns.

3.1.3 Sign Boards

- a) Commercial or Advertising Signs shall not be placed, constructed, or erected on the LOT/s or on the houses constructed on the LOTS. Nameplates or shingles of professionals measuring no larger than 40 centimeters by 20 centimeters may however be permitted, provided prior

approval of DEVELOPER and/or the ASSOCIATION shall be obtained before such nameplates or shingles are placed, constructed or erected.

3.1.4 Pets and Animals

- a) Only domestic pets in non-commercial quantities may be kept subject to regulations and control of the ASSOCIATION. All Owners are required to ensure proper waste disposal of all pet litter. Care and maintenance of all livestock is absolutely prohibited.
- b) A maximum of three common domesticated pets, consolidated, like dogs, cats, fish, or birds within cages may be kept on any Lot; provided, however, that any Owner shall not operate any kennel, or breed or maintain any animals for commercial purpose and provided further that these pets are properly documented with the ASSOCIATION office. Every person bringing an animal upon or keeping an animal in the village shall be subject to the rules and regulations of the government. All animals must be kept either within an enclosed portion of a Lot or secured on a leash held by a person capable of controlling such animal when in common / public areas. In case any of the animals allowed poses potential nuisance to any of the VILLAGE residents, the ASSOCIATION reserves the right to remove such animals at the expense of the OWNER.

3.1.5 Leasing

- a) No owner shall be permitted to rent or lease his Lot for transient or hotel purposes or for a period of less than thirty (30) days, and no Owner may rent or lease less than his entire lot. Each rental/ lease arrangement shall be in writing and shall provide that the terms of such arrangement shall be subject in all respect to the provision of this Restrictions, and that any failure by the tenant or lessee to comply with the terms hereof shall constitute a default under such agreement.

3.2 USE OF STREETS

3.2.1 Vehicular/Pedestrian Entrance

No vehicular entrances or exits shall be allowed along the curves at street intersections. No vehicular or pedestrian entrance or exit shall be allowed on lot boundaries adjoining the village perimeter unless provided by the DEVELOPER or its corporate successors.

3.2.2 Use of Stickers

Different car stickers will be issued to ease entry into and exit from the village by the ASSOCIATION to members, authorized visitors and franchised vehicles, if any. A certain gate will be designated as the only entry and exit allowed for vehicles without stickers. Rules on the use of stickers shall be set forth by the ASSOCIATION.

3.2.3 Motor Vehicles and Car Repairs

- a) No motor vehicle of any kind (two-, three-, or four-wheeler) is allowed to enter the sidewalk or in any way use the alleys and pathways for parking, provided further, that during times of extreme emergencies such as earthquakes, fires, these alleys may be utilized to facilitate emergency passage.
- b) Six-wheeler vehicles and other larger commercial type of trucks or buses may park for a maximum period of three (3) hours anywhere around the village only for the purpose of loading/unloading goods for delivery. Any other purpose shall be subject to written approval of the DEVELOPER or its corporate successors. It is understood however, that under no circumstance may a six-, eight-, or ten-wheeler vehicle or any commercial type truck park overnight around the village roads and parkways.
- c) The DEVELOPER and/or the ASSOCIATION shall prohibit major vehicle repairs/maintenance work to be done on the streets of, or anywhere within the village and in the Owner's carports/garage areas especially if these said repairs would involve the possible spillage of oil and other fluids.

3.2.4 Village Expansion Plans

DEVELOPER reserves the right to expand the property, and as such, utilize any roadway, utilities, and facilities, in the course of its expansion. As an option of the *DEVELOPER*, the expanded property may or may not consider to be covered by the same *ASSOCIATION* or entity handling the original property and may be sold, developed, or alienated separately from this.

3.3 OWNER'S MAINTENANCE OBLIGATION

3.3.1 Maintenance of Lots

- a) The Lot/s must be kept at all times in a sanitary condition and free of overgrowth of "cogon", "talahib", and other wild vegetation and trash which may constitute a fire hazard or place of concealment. Such conditions can be enjoined and/or enforced by court action and the same shall be abated at the expense of the *Owner*. For this purpose, the *DEVELOPER* and/or *ASSOCIATION* is permitted to cut and trim the grass at such time grass grows beyond two (2) feet from the soil and the *Owner* is obligated to pay the cost therefore with interest at one percent (1%) per month.
- b) Building of fires in the open or in the household premises is prohibited; unless otherwise in designated areas by the *DEVELOPER* and/or *ASSOCIATION*.

3.3.2 Driveways, Landscaping, Common Area and Walls/ Fences

Each *Owner* shall maintain the driveway, walls / fences, trees and similar landscaping, and common area / slopes (if applicable) installed on his Lot and the planting / green area and sidewalk in front of his Lot, at his sole expense, so as to keep them in a neat, clean, safe, attractive and sanitary condition at all times. Adjoining Lot *Owners* shall be jointly responsible for the maintenance, repair and painting of any walls or fences erected by *DEVELOPER* or by agreement of such adjoining *Owners*, along or within one (1) foot of the Property Line.

3.3.3 Refuse

Trash cans of respective units should not be placed outside the property. They must be kept inside the property and located at the back of the house. It should be put out only during scheduled collections for disposal. Rules and regulations on garbage collection shall be set forth by the *ASSOCIATION*.

3.3.4 Damaged Property

- a) If all or any portion of a structure or other improvement is damaged or destroyed by fire or casualty, the *Owner* shall either promptly rebuild the structure in substantial conformity to the style and design prior to said damage or destruction, as approved by the Island Garden City of Samal and the *DEVELOPER* and/or *ASSOCIATION*, or clear his Lot of all debris and restore his Lot to a neat, safe and attractive condition.

3.3.5 Planting of Trees

- a) 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 *DEVELOPER*, or its corporate successors. No trees other than those planted by the *DEVELOPER* shall be allowed on the planting strip along the roadways, alleys, and other similarly situated COMMON AREAS.
- b) Should any tree in the lot be cut, damaged, removed or relocated, the *Owner* agrees to plant or turnover three (3) other trees belonging to the same family on his lot or an area designated by the *DEVELOPER* within three (3) months of the removal, relocation, and/or damage. The *DEVELOPER* reserves the right to approve the species of trees to be planted.
- c) 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 government entity concerned, such approval shall be secured from the *ASSOCIATION* of the entire subdivision.

- d) House plans/designs should consider the features of the existing landscape and should minimize damage or disruption thereto in particular, the existing trees.
- e) When all COMMON AREAS shall have been conveyed to the ASSOCIATION or to the government entity concerned, the approval required under this paragraph shall be secured from the ASSOCIATION. DEVELOPER or its corporate successors or assigns shall have the right to impose penalties for violations of this provision

3.4. Slope Protection and Embankment

Road embankment or side slope protection located inside LOTS shall NOT be removed or altered without prior written approval by DEVELOPER or its corporate successors. In case removal/alteration is approved, proper erosion control measures such as vertical concrete retaining wall or adequate rip-rap wall shall be provided, the cost of which shall be for the account of the OWNER. All erosion control structures shall be approved by DEVELOPER / the ASSOCIATION prior to construction. DEVELOPER and/or the ASSOCIATION shall not be liable for any damage to the lot, the adjacent lot, or improvements to the lot or adjacent lots, due to erosion control structures which have been removed or altered by the OWNER of the LOT.

4.0 BUILDINGS AND ARCHITECTURAL CONTROL

Playa Azalea is envisioned to feature an Asian-Tropical inspired architectural style from the houses to the landscaping theme. The DEVELOPER deems necessary to provide guidelines on the architectural design of the development and to establish a consistent standard of high quality for the design and construction of buildings for the purposes of preserving the value, desirability and attractiveness of the village.

4.1 Design Review Process

There will be a Design Review Process. The review procedures attempt to illustrate the process required for residential development and construction and ensure a consistent method of design evaluation.

A *Design Review Committee* will be formed to monitor the compliance to the subdivision's deed restrictions and design guidelines. The *Committee* in close ASSOCIATION with DEVELOPER shall review schematic, preliminary and construction drawings prior to construction.

The Committee will also be responsible for continually refining the architectural guidelines in order to ensure a high standard and quality of development within **Playa Azalea**.

All building plans shall be submitted to the **Playa Azalea Review Committee** (if there is any) or to the ASSOCIATION for conformity to these standards and guidelines.

4.2 Architectural Design Control

4.2.1 Architectural Character

To preserve the general theme and character of **Playa Azalea**, we encourage the use of the following distinctive Asian-Tropical architecture design elements:

- a) Use of large and corner windows
- b) Pitched roofs
- c) Extensive use of woods indoors and outdoors
- d) Water feature as an integral part of the architecture

4.2.2 Setbacks and Easements

- a) For LOTS on the Hillside Cluster, the minimum setback shall be three (3) meters from the property line on the side/s facing the secondary road and two (2) meters on the sides, and a minimum of two (2) meters for the rear side. (Refer to Figure 4.2.2-a)

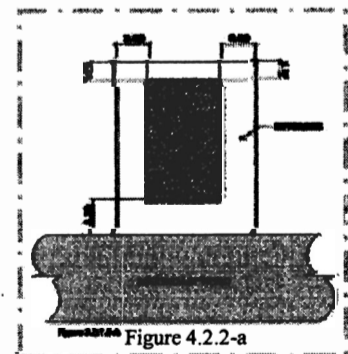


Figure 4.2.2-a

- b) For LOTS on the Beachside Cluster, the minimum easement shall be four (4) meters from the property line on the side/s fronting the main road, three (3) meters on the sides adjoining other LOTS and two (2) meters for the rear side. (Refer to Figure 4.2.2-b)

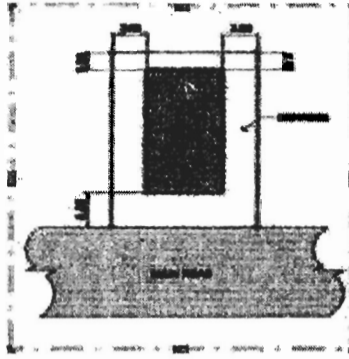


Figure 4.2.2-b

- c) For Beachside Cluster Block 24 Lots 13-26 and Block 26 Lots 1-12, the minimum easement shall be three (3) meters from the property line on the side/s fronting the main road, two (2) meters on the sides adjoining other LOTS and two (2) meters for the rear side. (Refer to Figure 4.2.2-a)
- d) The Owner, his lessee or representative shall permit access to the authorized representative/s of DEVELOPER, or its corporate successors, the ASSOCIATION or public utility entities concerned for the purposes of which the easement is created.
- e) The following are not allowed within the specified setback:
- Second floor plant boxes and balconies
 - Bay windows and other similar projections
 - Permanent laundry or drying area
 - Maid's or driver's quarters
 - Swimming pool

Allowed are trellises or other auxiliary structures (without vertical support/column) but they should follow the roofline setbacks.

4.2.3 Roof Line Setback

Minimum setbacks of rooflines are measured from the property line to the outside edges of roofs and/or eaves, including the Porte cochere or canopy, all without columns, of the building. These are as follows: (Refer to Figure 4.2.3-a1, a2 and 4.2.3-b)

For Hillside cluster and Beachside cluster Block 24 Lots 13-26 and Block 26 Lots 1-12:

- Fronting the Street : 1.50 meters
- Sides and Rear : 1.00 meter

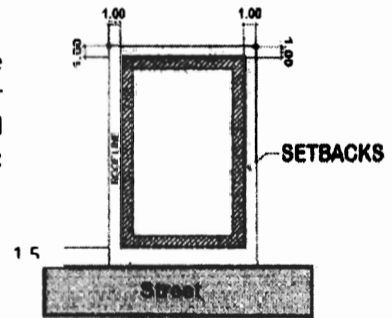


Figure 4.2.3-a1

If two or more lots are consolidated, the above-stipulated easements on the resulting consolidated area shall apply. (Refer to Figure 4.2.3-a2):

- Fronting the Street : 2.00 meters
- Sides and Rear : 1.00 meter

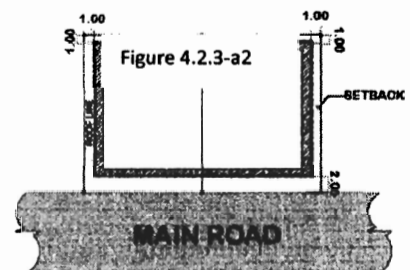


Figure 3.2.4-A

For Beachside cluster:

- Fronting the Street : 2.50 meters
- Sides : 1.50 meters
- Rear : 1.00 meter

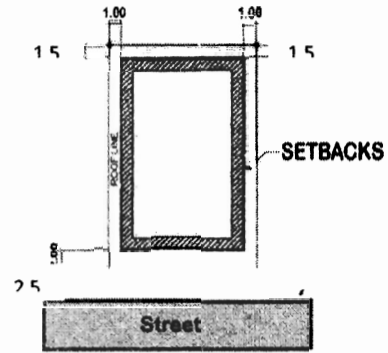


Figure 4.2.3-b

4.2.4 Laundry and Washing Area

The *Owner* agrees to provide an enclosed area for laundry / washing purposes located inside the house (subject to Section 4.2.2), specifically in places where these areas will be hidden from view. Permanent clotheslines and washing/drying appliances and electric devices should not be placed whatsoever on any part of the outside building/structure except in the said enclosed area. A laundry sink must not be constructed flushed against the property wall – it should be enclosed and be following the setback and easement requirements (see Section 4.2.2). *DEVELOPER* and/or the *ASSOCIATION* reserve the right not to approve any building plans without this said provision for laundry or washing area.

4.2.5 Auxiliary Structures

Trellises (wood or non-combustible) without any vertical support must conform to the roofline setback requirements. These must not be enclosed with roofs and walls extending down to the original construction line or up to the property line. Columns and support must follow the building line setback. (Refer to Figure 4.2.5)

All other auxiliary structures including, but not limited to gazebos, swimming pools, generator houses, barbecue pits, grotto and playhouses, maids' or drivers' quarter should follow the building line and roof line setbacks as specified in Section 4.2.2.

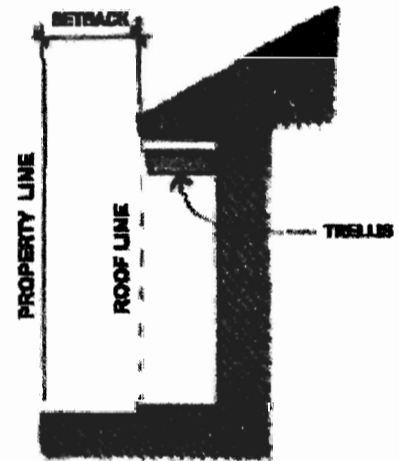
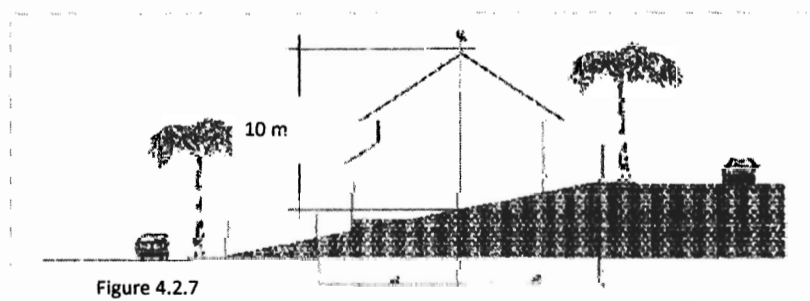


Figure 4.2.5

4.2.7 Building Height

All BUILDINGS must have a maximum height of 10 meters measured from the FINISHED GRADE ELEVATION delivered by DEVELOPER at the center of the LOT up to the roof apex or any projection there from (projections include any fixed or loose furniture/fixture and/or any other object that will add to the total height of the building beyond the 10 meter restriction). (Refer to Figure 4.2.7)



Any exposed structural member of BUILDING built on down slope or upslope LOTS should be treated architecturally in order to maintain the general aesthetic character of the community.

The OWNER agrees that DEVELOPER or its successors or assigns shall have the final decision on matters related to building height. The cost to demolish or repair the building to comply with the height requirements shall be for the account of the OWNER.

4.2.8 Building Material

The DEVELOPER highly encourages that the resulting construction of building contributes to the appreciation of property values and enhancement of the general aesthetic appeal of the area. All buildings must be of strong materials, valued at not less than **Three Million Pesos Only (Php 3,000,000.00)** at present day costs. The minimum value of new buildings to be constructed inside Lot/s will be reviewed periodically and may be revised from time to time in order to preserve the overall value of the Project.

Structures built of light materials (e.g., sawali, nipa, bamboo, cogon) shall not be allowed

4.2.9 Building Walls

- a) Color is intended to act as primary theme conveying element. Light earth tones should predominate for major surfaces. The following wall colors are encouraged: brown, gray and green with contrasting accents. Three or four colors are desired; one base color and two or three accent colors. The accent colors would typically be used on the cornice bands, window articulation, window frames, railings, and doors.
- b) Accent colors may be bolder but must be compatible with the primary wall color.

4.2.10 Roofs

- a) Roofs shall blend with the environment and shall not cause undue distraction and glare
- b) Color selection shall be of the neutral colors of brown, green and gray.
- c) Asphalt or wood shingles, asphalt or concrete shakes, non-glazed/matte-finish concrete tiles or clay tiles are highly recommended. Painted or pre-painted metal roofing, unpainted G.I. sheets, flat finish asphalt shingles and asbestos are not allowed.
- d) The following materials are prohibited: built-up roofing, reflective roofing, non-fire resistant materials and galvanized iron roofing.
- e) Flat roofs are not allowed for the entire area of the structure. Only 30% (identify the purpose) of the roof area are allowed to be flat or decked. At least 70% of the total area of the roof must be slope.
- f) The final choice of the type and color of roofing materials shall be subject to the approval of DEVELOPER/ASSOCIATION.

4.2.11 Walls and Fences

These restrictions do not require the OWNER to build a fence around his LOT. In the event the OWNER wishes to build a fence, the fence must follow the standard design theme of the VILLAGE. The following standard design guidelines are herewith provided.

Fence height, materials, and design

- a) Should the OWNER wish to build a fence on the rear and on the sides of the LOT, such fence design must be made of solid masonry material with height not exceeding 2 meters from the FINISHED GRADE ELEVATION delivered by DEVELOPER.

Broken glasses, barbed wires, mesh, and/ or improvised fence capping shall be not allowed on top of the solid masonry. (Refer to Figure 4.2.11-a and b)

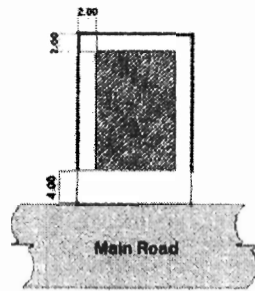


Figure 4.2.11-a

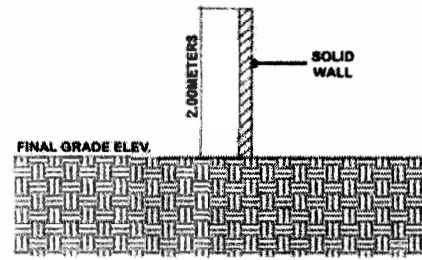


Figure 4.2.11-b

- b) Should the OWNER wish to build a fence on the side/s of the LOT facing the street, the fence design must have a .5 meter high solid masonry wall plus a 1 meter high grille fence with simple lines. Total height of the fence should not exceed 1.5 meters from the top of the sidewalk fronting the LOT following the design specified by DEVELOPER. (Refer to 4.2.11-a and b)

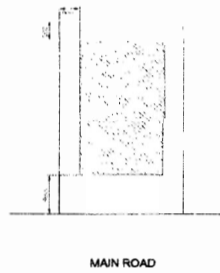


Figure 4.2.11-a

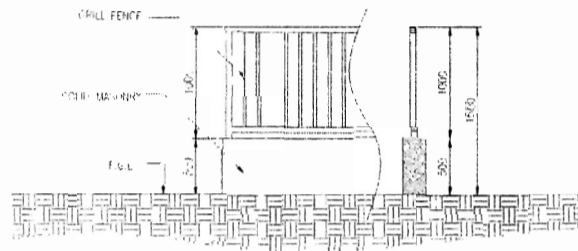
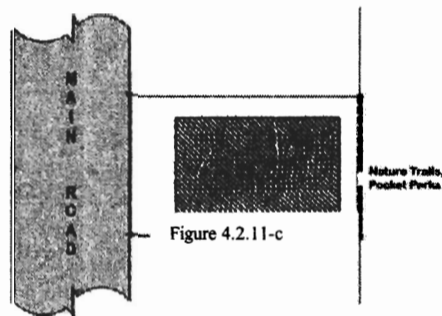


Figure 4.2.11-b

- c) The fence design for the rear of the LOT adjacent to the Hilltop Clubhouse should follow that prescribed for the front of the LOT. No direct access shall be allowed to the Hilltop Clubhouse. (Refer to Figure 4.2.11-c)



- d) The fence design for the side of the LOT adjacent to the Greenbelt Park, View Deck and Beach Pavilion should follow that prescribed for the front of the LOT.

OWNERS may also construct their own pedestrian access leading to the Greenbelt Park and View Deck except for Beach Pavilion, subject to approval by DEVELOPER and/or the ASSOCIATION. (Refer to Figure 4.2.11-d).

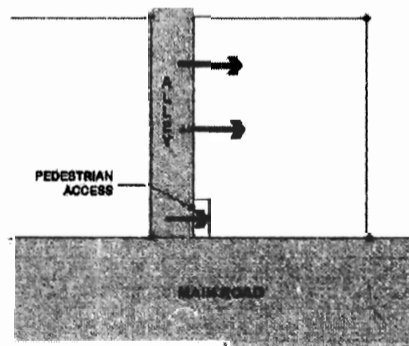


Figure 4.2.11-d

- e) Fences for side/s or rear/s of the LOT/s adjacent to and were permitted to fence in the utility easements should be of solid masonry material not exceeding 2 meters from the finished grade line, following the design specified by DEVELOPER. (Refer to Figure 4.2.11-e1 and e2)

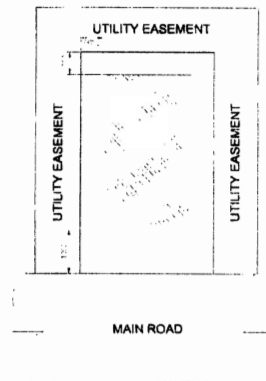


Figure 4.2.11-e1

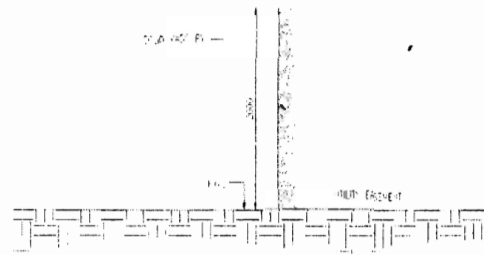


Figure 4.2.11- e2

- f) Fences should be delivered following the finish guidelines of DEVELOPER on both sides including the sides where there are no houses yet.
- g) Fences of cyclone or mesh wire or barbed wire shall not be allowed.

In all cases, fencing and gate plans for the LOT shall be subject to approval of DEVELOPER and/or the ASSOCIATION before construction.

4.2.12 Front yard Landscape

Front yard landscape shall further emphasize and enhance the project design concept. It should be consistent with the overall landscape design and concept of the entire Project. It is therefore encouraged that specific plant materials be used for the front yard landscape. The plant list shall be provided by the DEVELOPER/ASSOCIATION. All landscape design shall be subject to the approval of DEVELOPER and/or ASSOCIATION.

Exceptions on the design guidelines stipulated herein may be re-considered provided they conform to the quality and aesthetic standards subject to prior approval by the DEVELOPER and/or ASSOCIATION.

4.2.13 Site Grading – Filling and Cutting

The original finished grade of the lot as turned over is intended, as much as practicable, to be the final grade or slope of the lot. As such, materially altering the grade and condition of the lot is prohibited. Furthermore, the Owner agrees that no modifications on the existing slope found outside or within the Lot shall be made.

Filling of the lot for landscaping, construction and other purposes is allowed provided:

- Such fill shall not result in obstructed views, and other/or potential damage to the area as originally planned by the DEVELOPER and/or constitute an aggravation or nuisance to adjoining properties;
- Filling does not exceed one (1.0) meter above the original ground level within the designated setback on the sides and the rear of the lot, and one (1.0) meter above the original ground level of the designated setback in front of the lot adjoining a street.
- Drainage and other facilities are installed to prevent the water from flowing or seeping into the adjacent lots;
- Structurally designed retaining walls or slope protection measures are to be constructed by the Owner.

Cutting shall be limited to the extent that it shall not in any way affect or weaken the structural stability of any adjacent lot and/or structure. Cutting of the lots is allowed provided:

- a) Cutting of up-slope lots is done for purposes of establishing a building area and/or providing a driveway leading to the garage or carport;
- b) Cutting of down-slope lots shall be conducted for structural purposes only;
- c) Properly designed slope protection measures should be provided by the *Owner* to protect adjacent lots and village structures.
- d) The proper adequate structural design of slope protection shall be the sole responsibility of the *Owner*.

Minor filling and cutting for the purposes of landscaping is allowed provided that it will not affect the natural grade and condition of the land around the structure. Mounds and valleys for purposes of creating character for the garden are permitted.

All forms of filling and cutting are subject to prior approval by the *DEVELOPER* or its corporate successors or assigns.

4.2.14 Concrete Mixing

Owner shall not be allowed to mix concrete directly on the village's paved roads or sidewalks. Materials for concrete mixing such as gravel, sand, cement and other construction materials and equipment shall not be placed along the roads as to cause obstruction or clogging of the drainage system, or damage to the sidewalk, curbs and gutter and road paving.

4.2.15 House Size

Houses should have at least 150 sqm gross floor area.

4.3 Lot Access / Driveway

No vehicular entrances or exits shall be allowed along three (3) meters from the center of the curve at the street intersections.

No vehicular entrance or exit shall be allowed on lot boundaries adjoining the subdivision perimeter.

The driveway must have a maximum width equivalent to 40% of the length of the side where the driveway entrance is designated. (Refer to Figure 4.3-A).

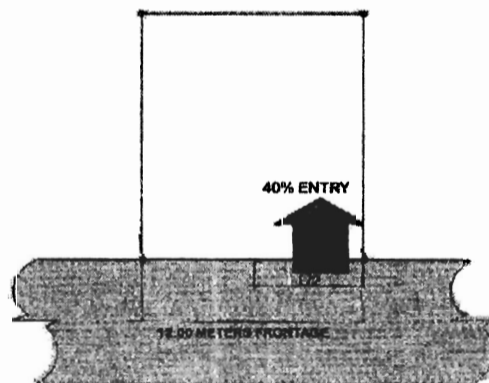


Figure 4.3-A

On lots with a 12-meter street frontage or less, a maximum width of 50% of the frontage shall be allowed as the driveway entrance.

Lots with cul-de-sac frontages however, shall be allowed 100% of the road frontage. (Refer to Figure 4.3-B)

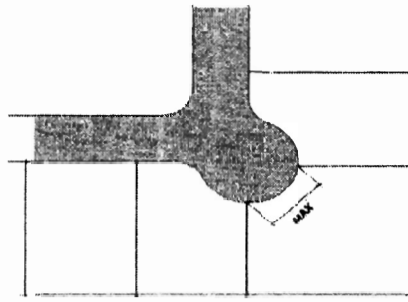


FIGURE 4.3-R

4.4 Utilities

4.4.1 Utility Connection

The Owner shall first verify the actual location of underground utilities prior to planning and should secure all the necessary permits from the ASSOCIATION and from the utility companies concerned before tapping any utility line.

Each Lot Owner shall provide only one connection for each utility line.

Repair costs and/or relocation costs of any drainage, water, electrical, road and/or other utilities affected by any house expansion or building of auxiliary structures, shall be for the Owner's sole account.

4.4.2 Water Supply

The DEVELOPER represents to the Owner that the water system shall adequately serve their requirements. However, in order to efficiently distribute the water during very high demand periods, the Lot Owner may install an underground cistern or reservoir, capacity of which will not exceed three (3) cubic meters subject to the approval of the DEVELOPER. No overhead tanks shall be allowed. Maximum diameter of pipes used before the water meter shall be one inch (1"). Water meters must be installed outside the property fence / gate.

4.4.3 Booster Pumps

The OWNER should first verify the actual location of underground utilities prior to the planning of their house, and should secure all the necessary permits before tapping into any utility line. No booster pumps shall be allowed in the individual internal plumbing system without a reservoir of adequate capacity between the water meter and said booster pump, and provided further that installation of such booster pump system shall have prior written approval of the DEVELOPER and/or ASSOCIATION. In the case the allowed booster pump poses a potential nuisance such as noise or air pollution, DEVELOPER and/or ASSOCIATION reserves the right to order removal of such booster pump, the cost of which shall be for the account of the OWNER.

4.4.4 Wells

No wells may be dug on any lot without prior written approval of the DEVELOPER or ASSOCIATION, and the government offices and entities concerned.

4.4.5 Solar Water Heaters

Solar water heaters may be allowed as long as these do not cause a nuisance/glare to the residents of the community and are hidden from view. To enforce this provision, the location/design of all solar water heating of related systems must be indicated in the BUILDING CONSTRUCTION PLANS, which are subject to approval by DEVELOPER and/or the ASSOCIATION.

4.4.6 Sewerage and Drainage System

It is the intention of DEVELOPER to reduce to a minimum the potential damage posed by human habitation to the environment in general and the marine and beach environment in particular. In order to realize this, the OWNERS are expected to comply with the measures

stated below:

- a) Each LOT OWNER shall construct/provide a 3-chamber septic vault to service their house unit. This will prevent solid wastes from directly flowing into the drainage line. Said septic vault shall have a minimum design capacity of 8 cubic meters with an intended detention time of 36 hours. (Refer to Figure 4.4.6-a and b)
 - i. The water run-off from raw domestic sewage, water closets, lavatory, and kitchen wastewater must be discharged into the Digestive Chamber of the septic vault.
 - ii. The water run-off from laundry and bath water should be discharged into the Leaching/ Graywater Chamber of the septic vault.
 - iii. The water run-off from the rainwater tank overflows and roof gutter should be discharged to the Wash Chamber of the septic vault.

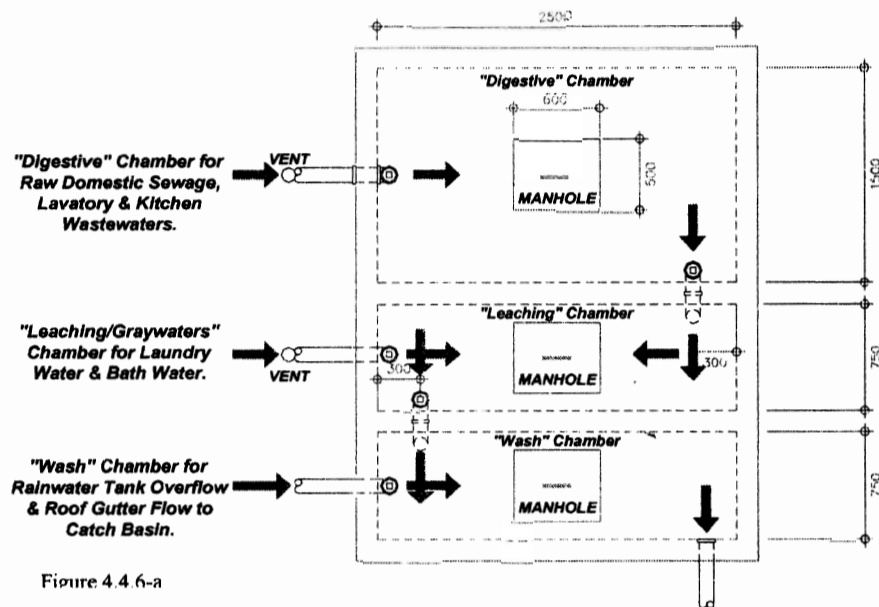


Figure 4.4.6-a

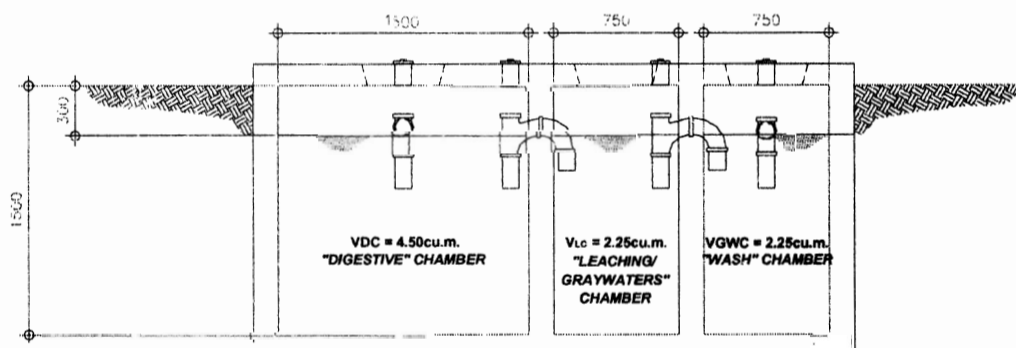


Figure 4.4.6-h

- b) In order to prevent grease from clogging the drainage lines, grease traps (for kitchen), oil water separator (garage) must be provided by the OWNER as well as other areas which may potentially discharge oils and other harmful chemicals.
- c) The sewer inlets should not be open as to allow rain water to flow into them.
- d) The water run-off from the house, storm and area drains must be discharged into the VILLAGE drainage system through stub-out connections provided by DEVELOPER. Areas that should drain into the VILLAGE drainage system are the roof of the house, landscaped areas, the swimming pool, the garage and/or any other area that may be exposed to rain water. Repair costs and/or relocation costs for any drainage, water, road, and/or other utilities affected by any house expansion or building of auxiliary structures, shall be for the account of the OWNER.
- e) Each lot owner shall be responsible for the proper maintenance and upkeep of his/her septic vault in order to maintain its operating effectiveness and efficiency. The required frequency for sludge removal for individual septic tanks is every ten (10) years.

- f) The aforementioned design of the septic tank of each household is based on a density of a 200-400 square meter lot. Any consolidation of 2 or more lots will be subject to a re-computation of sewerage capacity requirements. Henceforth, all designs of the septic tank shall be subject to the approval of DEVELOPER and/or the ASSOCIATION.

4.4.8 Aerial Antennae

In keeping the *DEVELOPER's* vision to ensure the beauty of the village, no radio masts, professional/commercial radio based antennae will be allowed throughout the entire Project.

Television antennae, Satellite/Parabola dishes may be allowed provided these are not installed on the roof and do not obstruct views of adjacent LOTS. Lighting arresters, if and when necessary, may be allowed subject to prior written approval by DEVELOPER and/or the ASSOCIATION. To ensure compliance, the location of the satellite/parabola dish/lighting arrester should be specified in the BUILDING CONSTRUCTION PLANS, subject to prior written approval by the DEVELOPER and/or the ASSOCIATION.

4.4.9 Boring or Cutting

Boring or cutting through the concrete curb and gutter may be allowed provided the alteration is within the driveway width and the road drainage system flow shall be retained, subject to prior written approval by the DEVELOPER and/or the ASSOCIATION.

4.4.10 Generators

Generators should follow the specifications set by DEVELOPER and/or the ASSOCIATION in terms of:

- a) Sound Level – These generators must be of outdoor type with soundproofing enclosures. All housing enclosures of generators must be approved by DEVELOPER and/or the ASSOCIATION prior to installation. It is the objective of these restrictions to control the noise level created by generators to the minimum, so as not to cause a nuisance.
- b) Exhaust System – The exhaust system should comply with the standards with regard to R.A. No.8749, otherwise known as the Clean Air Act.
- c) Location of the Generator – The location of generators must be included in the BUILDING CONSTRUCTION PLANS and must be approved by DEVELOPER and/or the ASSOCIATION prior to installation. Should the OWNER decide to install a generator after the BUILDING CONSTRUCTION PLANS have been approved, the OWNER must first submit a revised plan to DEVELOPER and/or the ASSOCIATION for approval. The plan must show the proposed location of the generator. Should the OWNER install a generator without prior written approval from DEVELOPER and/or the ASSOCIATION, the latter reserves the right to remove the generator at the expense of the OWNER.

4.4.11 Power supply

Each residential LOT will have an allocated connected load of 25-30 KVA.

Any upgrades to the system required to deliver such additional power requirements shall be for the account of the owner, subject to prior written approval of DEVELOPER and/or the ASSOCIATION.

4.5 Prohibited Actions

4.5.1 Modification on the Existing Landscaping / Walls & Fences

The Owner further agrees not to build, construct, erect, install, plant, alter, remove or otherwise modify the landscaping/open space, hardscape, walls / fences, sidewalk, driveways found within or outside his Lot/s, except in accordance with the provisions in this Restrictions set forth in Section 4.2

5.0 ADMINISTRATIVE GUIDELINES

The Owner hereby agrees that any construction related activity should be subject to the following guidelines:

5.1 Commencement of Construction

Construction of any structure on the lots may commence only after the Owner has paid at least 50% of the total contract price of the Lot/s and when house plans have been approved by DEVELOPER/ASSOCIATION. No house plan shall be approved unless the Owner pays a construction deposit as specified in Section 5.4.1 and has complied with all the necessary requirements.

When the construction of a building has begun on a Lot, work shall be pursued diligently and continuously to completion subject to weather, strikes, acts of God and other matters beyond the control of the Owner. The exterior finish, including finished painting of Building, shall be completed, in any event, within twelve (12) months after the commencement of construction.

5.2 Submission, Review and Approval of Plans

5.2.1 Submittal of Plans

All house and building plans and specifications, whether new, revised, amendatory, additional or auxiliary structures (trellises, gazebos, servant's quarters, roof sheds, pool / filter and electric generating set housing, guardhouses, storerooms, greenhouses, pocket gardens, swimming pools) which are semi- or fully enclosed including the corresponding landscaping and fencing plans, must first be submitted in triplicate and expressly approved by DEVELOPER / ASSOCIATION thirty (30) days prior to securing permits and start of construction.

DEVELOPER / ASSOCIATION has the right to refuse entry of materials in the Project, to order stoppage / suspension of the construction works, or if construction has been completed, to order removal of the structures at the expense of the Owner without the necessity of court order and without any criminal and/or civil liability whatsoever on the part of the company, its officers, and employees, if plans do not conform with the parameters set by DEVELOPER / ASSOCIATION, if construction is not in consonance with the approved plans, or if any construction begins prior to approval by DEVELOPER / ASSOCIATION.

5.2.2 Review of Plans

DEVELOPER / ASSOCIATION shall review the plans and specifications for any proposed construction / improvement / alteration with the intent of preserving and maintaining the overall aesthetic appearance, value and uniformity of the Project. DEVELOPER / ASSOCIATION may withhold approval of the plans and specifications for any proposed construction / improvement / alteration because of the following:

- a) non-compliance with any of the restrictions and conditions, rules and regulations set forth in this Restrictions;
- b) reasonable dissatisfaction of the DEVELOPER / ASSOCIATION with the proposed nature, kind, plan, design, shape, dimensions, propositions, architectural style, color, finish or materials to be used therein, the pitch or type of any proposed roof, or size, type, locations of any proposed trees or other landscaping to be planted on the Lot; or
- c) reasonable dissatisfaction of the DEVELOPER / ASSOCIATION with any aspect of the construction / alteration / improvement which, in the reasonable judgment of the DEVELOPER / ASSOCIATION, would cause the proposed alteration / improvement / construction to be inappropriate, inharmonious or out of the keeping with the general plan or design of the Project or with the improvements erected on the other Lots in the Project.

5.2.3 Approval of Plans

The DEVELOPER or ASSOCIATION shall take action on all plans and specifications within thirty (30) days after the submittal thereof to the DEVELOPER or ASSOCIATION. In the event the

DEVELOPER / ASSOCIATION fails to act within such period, the plans and specifications shall be deemed approved. Any action by the DEVELOPER / ASSOCIATION on such plans, including approval, conditional approval or disapproval, shall be evidenced by a certificate signed by the authorized signatories of the DEVELOPER or the designated officer of the ASSOCIATION who concur in such action.

5.3 Construction on the Wrong Lot

In the event that the Owner constructs his/her house on a wrong Lot, the Owner shall automatically remove said construction at his/her expense; otherwise, the DEVELOPER and/or the ASSOCIATION shall immediately remove the same at the Owner's sole expense without the necessity of court order and without criminal and/or civil liability whatsoever on the part of the corporation or its officers and employees.

5.4 Unfinished Building

In the event any BUILDING shall remain unfinished and not ready for occupancy in accordance with the approved plans within one year or approved extension period from the date of commencement of construction, the OWNER shall be given due notice by DEVELOPER and/or ASSOCIATION to either finish or dismantle the said BUILDING within a six-month period. Failure on the part of the OWNER to comply with such obligation to either completely finish or completely dismantle the BUILDING within the set period, DEVELOPER and/or ASSOCIATION can cause its demolition at the expense of the OWNER.

5.5 Construction Guidelines

Should any construction activity commence without the necessary permits and/or consent of DEVELOPER / ASSOCIATION, the latter may have the prerogative to:

- Refuse issuance of identification card/s ("ID") to worker/s;
- Stop the ingress and egress, through the Security Department of any delivery of materials at the Project's entry points; and
- Stop the activities related to construction of, repair of, alteration of, and addition to the property.

The Owner hereby agrees that any construction-related activity shall be subject to the complete set of Construction Guidelines to be formulated by DEVELOPER / ASSOCIATION.

5.5.1 Charges and Fees *(subject to periodic review)*

Construction deposit, charges and fees shall be subject to periodic review. The ASSOCIATION reserves the right to revise the rates from time to time as needed.

a) New Construction

- Construction Deposit: P 50,000.00, refundable
This amount is subject for review/ change by the DEVELOPER / ASSOCIATION from time to time. Said deposit shall be refunded to the Owner after full completion of construction less whatever damages Owner may have caused to the Project facilities and after DEVELOPER / ASSOCIATION has been satisfied that all restrictions embodied herein have been complied with by the Owner. In case of violation hereof, the construction deposit shall be forfeited without prejudice to such other legal action the Owner or the ASSOCIATION may pursue.
- Plans Processing Fee: P 5,000.00 non-refundable
- Administrative surcharge: Php 6,000.00 non-refundable plus Php 1,000.00 per month in excess of 12 months construction work. This is an amount collected separate from the ASSOCIATION dues for the purpose of ensured maintenance while construction is ongoing. Disposal of debris upon construction completion shall be the responsibility of the Owner.

- Temporary Utilities Connection: Upon approval of the Construction Plans, and full payment of all the necessary fees and deposits in relation to construction, Owner shall be responsible for the application and filing of the necessary permits and licenses to cause the temporary connection of utilities (e.g. water, electricity) for the duration of the house construction. All costs and expenses for the application and connection shall be for the Owner's account.

b.) Improvements / Additional Structures

Construction Deposit of P 50,000.00 refundable
Plans Processing Fee P 5,000.00 non-refundable

The ASSOCIATION will not issue its final certification of clearance nor release the Construction Deposit until all of the mentioned requirements have been met and as-built plans as well as occupancy permits have been submitted. The ASSOCIATION shall refund the Construction Deposit without interest to the payer of the said Deposit, and net of any deductions due to violations of construction guidelines, if the residential house or all or any improvements found thereon is completed 100% (taken to mean completion of the house in accordance with the approved plans and specifications, completely painted, its services, utilities and permanent fixtures finished and ready for immediate use and occupancy).

Without prejudice to ASSOCIATION's other rights and remedies, it is also agreed that due authorization is given to the ASSOCIATION to deduct charges, fines, etc. against the construction deposit as may be applicable to answer for liabilities as defined herein. Any deduction that the ASSOCIATION may make from the Construction Deposit shall not constitute any waiver of its rights and remedies under this Deed of Restrictions.

5.5.2 Permits and Clearances

a) Building Permit

The compliance of all ASSOCIATION existing rules and regulations with existing Municipal, Provincial or National government's requirements and regulations is the responsibility of the OWNER and/or Builder. All requirements for construction may be inquired from ASSOCIATION Office.

b) Stockpiling of Construction Materials

Stockpiling is authorized only to one's own lot. The ASSOCIATION has no authority to permit anyone to use an adjacent lot without the OWNER'S permission and will not accept responsibility or liability for such use. Use of common areas for stockpiling should have prior WRITTEN approval of ASSOCIATION.

5.5.3 Work Hours

Official work hours for construction are from 7:00 a.m. to 5:00 p.m. Mondays to Fridays. Overtime work beyond 5:00 p.m. requires prior approval from ASSOCIATION on a case to case basis. The ASSOCIATION approval will be predicated on the condition that such activity does not elicit any complaints from neighbors. Work or construction activity on Saturdays and Sundays, legal holidays and non-working holidays is not allowed.

5.5.4 Workers Stay-in

ASSOCIATION's general rule is that ingress of construction workers is not permitted between 8:00 p.m. to 6:00 a.m. However, in cases where the construction is to be secured or for practical reasons, a maximum of six (6) persons per project may be allowed. Any number of persons exceeding the maximum limit and without permit shall be subject to a penalty and fine.

5.5.5 Construction Worker's I.D.'s

All workers must secure their I.D.'s prior to any construction activity. Penalties and fines may be imposed on workers who use I.D.'s assigned to previous construction or a

construction other than the assigned construction site or residence. Workers with expired I.D.'s or found without the same shall be charged with illegal entry and shall be dealt with accordingly.

5.5.6 Delivery of Materials

Toll free deliveries of materials shall be allowed from Monday to Friday, between the hours of 7 a.m. to 5 p.m. No deliveries shall be allowed outside this period. All deliveries shall only pass through the designated gate.

5.5.7 Fencing of Construction Area

All construction areas shall be fenced off with G.I. sheet that is painted green to maintain the cleanliness and upkeep of the area. Height of the fences shall be at a minimum of 1.8 meters from ground level.

5.5.8 Fines and Penalties

Fines and penalties imposed on any violations of the construction guidelines mandated herein are detailed in ANNEX A.

DEVELOPER and/or ASSOCIATION reserves the right to periodically review and amend the fines and penalties as deemed necessary to add or amend these construction guidelines

6.0 TRANSFER OF LOTS

Should the OWNER desire to sell, assign or otherwise convey the LOT/s or his or her rights or interests thereto, the OWNER shall first offer to sell the LOT/s or his or her rights and interests thereto to DEVELOPER. The offer shall be in writing and shall specify the price, terms and conditions of the offer (the "Offer"). DEVELOPER shall communicate in writing its decision on the offer within fifteen (15) days from receipt of the Offer ("the Offer Period").

- a.) Should DEVELOPER signify in writing its intent to purchase the LOT/s or the OWNER's rights and interests thereto, a Deed of Absolute Sale or Deed of Assignment shall thereafter be executed following the terms and conditions to be mutually agreed upon by the parties. Should DEVELOPER fail to communicate in writing its decision within the Offer Period or should DEVELOPER decide not to accept the Offer, the OWNER shall have the right to offer the LOT or the OWNER's rights and interests thereto to third persons, provided that any such sale, assignment or transfer made under terms and conditions more favorable than those made in the Offer shall be null and void ab initio.
- b.) Any sale or conveyance made by the OWNER to a third party under the foregoing provision shall be subject to a transfer fee not exceeding Fifteen Thousand Pesos (Php15,000) if the title to the LOT/s has not yet been transferred to the OWNER at the time of said sale or conveyance.
- c.) This preferential right of DEVELOPER shall remain in effect unless otherwise revoked in writing by DEVELOPER.

7.0 PERIOD OF RESTRICTIONS

All the restrictions, easements, reservations and conditions enumerated herein shall be valid and binding and shall run for a period of **fifty (50) years** commencing from November 2008. Extension for succeeding periods of ten (10) years, unless the member of the ASSOCIATION holding a majority of the votes therein shall decide before the expiry of the period, not to extend the term.

Such restrictions may be added but not diminished, amended or changed by the ASSOCIATION or by any governing body of the village. Provided that the use and occupancy of the lot for residential purposes by a single family only shall not be changed unless these lots are designated for any purpose that the DEVELOPER has set aside for.

8.0 ENFORCEMENT OF RESTRICTIONS

- 8.1 DEVELOPER or its corporate successor, or the ASSOCIATION and their authorized representatives, shall have the right, during reasonable hours of the day and upon notice to enter and inspect any

building constructed on the lot to ascertain compliance with all the restrictions herein. Compliance with the said restrictions, reservations, easements and conditions may be enjoined and/or enforced by court action by the *DEVELOPER* and/or the *ASSOCIATION*, their respective successors and assigns, or by any member in good standing of the *ASSOCIATION*.

- 8.2 Any inaction, silence, delay, or tolerance of any said parties in respect to violation of any of the covenants, conditions and conditions hereof committed by the *Owner* of this lot or by any lot owners in the vicinity hereof shall not bar or stop any of said parties from instituting any action to enforce the same, provided that the outcome of said action shall not affect the one who is not made a party to the suit.
- 8.3 The *Owner* hereby makes manifest and represents that he has investigated the property subject matter of this contract and that he has found no squatters or adverse occupant whatsoever thereon and is fully satisfied with the area, terrain and contour of the lot, actual condition of the lot and the area in general.
- 8.4 The *Owner* agrees not to sell, cede, encumber, transfer or in any act that will violate this Deed of Restrictions without the prior approval of the *DEVELOPER* and until all stipulations of this deed shall have been fulfilled. The *Owner* binds himself not to alter, remove, displace or in any way interfere with any monument or other evidence of boundary upon said premises. Not to cut, destroy or in any manner cause any waste or damage to/or upon said premises or to allow others to commission from any other aforesaid acts, without previous written approval from the *DEVELOPER*.

9.0 INTERPRETATION OF RESTRICTIONS

Where there appears to be a conflict in the interpretation of these restrictions, the most stringent interpretation shall be adopted.

10.0 VALIDITY OF COVENANTS

In the event of invalidation of any of the above covenants or any part thereof by written directive of Developer, or by court or judgment, the other provisions or portion shall not be affected and shall remain in full force and effect.

CONFORME:

Name of Buyer
[Signature over printed name]

Block _____ Lot _____

Playa Azalea, Brgy. Limao, Island Garden City of Samal, Davao del Norte

Date Signed: _____

Approved by:

ANNEX A

OFFENSE/VIOLATION	FINE	PENALTY
Stockpiling on streets, sidewalks, common property	1st offense - P 1,000.00 2nd offense - P 2,000.00 3rd offense - P 3,000.00	Confiscation of construction foreman's ID Confiscation of construction foreman's ID Stop construction/ ban vehicle entry
Stockpiling on vacant lots without OWNER and HOA consent	1st offense - P 6,000.00 2nd offense - P 9,000.00 3rd offense - P 12,000.00	Confiscation of workers'/haulers ID Confiscation of workers'/haulers ID Confiscation of ID's/ ban to entry
Clogging of sewer/drain utility lines due to stockpiled materials	1st offense - P 3,000.00 2nd offense - P 5,000.00 3rd offense - P 7,000.00	Confiscation of workers'/haulers ID Confiscation of workers'/haulers ID Stop construction/ ban to vehicle entry
Overtime work conducted without permit	1st offense - P 1,500.00/unit 2nd offense - P 3,000.00/unit 3rd offense - P 4,500.00/unit	Confiscation of ID - one week Confiscation of ID - one month Confiscation of ID/ ban to personnel entry
Canteen operation with expired or no permit	1st offense - P 500.00/canteen 2nd offense - P 1,000.00/canteen	Confiscation of ID - one week/ ban to personnel entry
Unauthorized use of IDs (false identity)	1st offense - P 500.00/person 2nd offense - P 1,000.00/person 3rd offense - P 1,500.00/person	Confiscation of ID - one week/ ban to personnel entry
Disregard of curfew hours/gambling/indulging or possession of intoxicating liquor/ illegal entry/ indecent exposure/unauthorized stay-in	1st offense - P 500.00/person 2nd offense - P 1,000.00/person 3rd offense - P 1,500.00/person	One week ban to personnel entry One month ban to personnel entry Confiscation of ID/ban to personnel entry
Possession of deadly weapons	1st offense - P 5,000.00	Ban to entry
No ID/Improper use of ID	1st offense - P 50.00	
No uniform/improper use of uniform (no shoes/no safety helmet)	1st offense - P 100.00	
No "WARNING" signages	1st offense - P 200.00 2nd offense - P 400.00 3rd offense - P 700.00	Warning letter Confiscation of ID Ban to personnel entry
Picking of flowers	1st offense - P 500.00/person	