

ANNEX A

**HOLIDAY  
OCEANVIEW  
VILLAGE**

**DEED OF RESTRICTIONS**

## **HOLIDAY OCEANVIEW VILLAGE DEED OF RESTRICTIONS**

### **I. GENERAL PROVISIONS**

The sale of any lot of the residential subdivision, HOLIDAY OCEANVIEW VILLAGE (Village), owned by HOLIDAY GARDEN ISLAND DEVELOPMENT CORPORATION (HOLIDAY), located at Ilihan, Babak, Island Garden City of Samal, Philippines, shall be subjected to the following restrictions, easements, conditions and definitions which shall be annotated in the corresponding certificate/s of title as property encumbrances, to wit:

#### **A. ASSOCIATION MEMBERSHIP**

##### *A.1. Membership*

Every Lot Owner, hereinafter referred to as the VENDEE, shall be deemed a mandatory member of HOLIDAY OCEANVIEW VILLAGE HOMEOWNERS' ASSOCIATION, INC., (HOVHAI). He/she, as well as his/her heirs, successors, assigns and lessees, must abide by such rules and regulations laid down by the HOVHAI, relating to the security, sanitation, conservation, maintenance and the general welfare of the HOVHAI.

Membership shall be attached to and may not be separated from ownership of any lot. Ownership of a lot shall be the sole qualification for such membership. In the event that the fee title to a lot be transferred or otherwise conveyed, the membership in HOVHAI shall automatically pass to such transferee. The foregoing is not intended to include Mortgages or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect a Lot Owner's membership in HOVHAI. No Lot Owner, whether one or more persons, shall have more than one membership per lot.

##### *A.2. Voting Rights*

The rights and privileges of membership, including the right to vote and to hold an office in HOVHAI, may be exercised by a member's spouse, but in no event shall more than one vote be cast or more than one office held for each lot owned. The voting weight appurtenant to each lot is equal and each lot shall have one vote.

##### *A.3. Membership Fee*

Upon purchase of the lot/s from VENDOR, the VENDEE (the "LOT OWNER") shall automatically become a member of HOLIDAY OCEANVIEW VILLAGE HOMEOWNERS' ASSOCIATION, INC., (HOVHAI). He/she as well as his/her heirs, successors, assigns and

lessees must abide by such rules and regulations laid down by the HOVHAI relating to security, sanitation, conservation, maintenance and the general welfare of the HOVHAI, including imposition of fees to fund such services. The VENDEE cannot withdraw his membership from HOVHAI unless he/she sells or parts with his/her interests in the land and the improvements thereon, if any. In such case however, the VENDEE'S successors-in-interests shall be bound by this condition.

Every person who purchases a lot in Holiday Oceanview Village whether from the VENDOR or Secondary Party shall pay to Holiday Garden Island Development Corporation (HOLIDAY) in trust for HOVHAI, non-refundable membership initiation fee of FIVE HUNDRED (Php 500.00) PESOS at the time of the closing of sale of the improved lot.

#### A.4. *Implementation*

The HOVHAI is empowered to implement its rules and regulations for the safety/security, sanitation, conservation, maintenance and general welfare of the HOVHAI, and to impose sanctions against violators and/or erring members, his/her heirs, successors or assigns.

#### A.5. *Privileges*

Membership has its privileges. Each Lot Owner may enjoy the common areas, view parks, forest reserve, hiking and exercise trails. This also includes the clubhouse and recreation center facilities. However, usage fees shall be charged in accordance to the rates set by the HOVHAI/HOLIDAY.

#### *Marina Resort Membership*

Each homeowner shall automatically be entitled to one (1) membership in the Holiday Oceanview Marina (Marina) that will be developed by HOLIDAY GARDEN ISLAND DEVELOPMENT CORPORATION (HOLIDAY) adjacent to Holiday Oceanview Village. Provided, that such membership shall be subject to the following terms and conditions:

1. The homeowner member shall comply with all the terms and conditions of the Marina Membership Contract.
2. In the event of the sale, by any homeowner, of his house and lot, in compliance with the provisions of the Contract to Sell, the membership to the Marina shall likewise be transferred and conveyed to the vendee of such sale.
3. In the event that the homeowner member shall lease his subdivision house and lot to any lessee, the said homeowner has the option of retaining the membership in the Marina or assigning the same to the lessee. In no case shall the homeowner member and his lessee enjoy the privileges of such membership at the same time.
4. In the case of homeowner owning more than one (1) subdivision lot, such homeowner shall be entitled to only ONE (1) membership in the Marina. Provided, however, that in the event that such homeowner should sell any of his extra lots, in accordance with the provisions of the Contract to Sell, the vendee thereof shall be

entitled to one (1) membership in the Marina. Provided further, that should such homeowner lease any of his extra lots, the lessee shall be entitled to a provisional membership in the Marina. Provided finally, that upon termination of such lease, the provisional membership shall likewise terminate.

For purposes of the foregoing provisions, a "homeowner" shall be defined as a VENDEE of a subdivision lot in HOLIDAY OCEANVIEW VILLAGE who has already taken possession of such property, built a house thereon, and is already occupying the same.

## **B. ASSESSMENT**

That HOVHAI is empowered to assess and collect from each member, his/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 HOVHAI and the implementation of its objectives. The Lot Owner agrees that any unsatisfied obligation in favor of the Association shall constitute a lien on the lot/s, secondary only to the liens of the government for taxes and of any valid voluntary mortgage/s entered into in good faith.

### *B.1. Purpose of Assessments*

The assessments of Common Expenses provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Lot Owner and occupants of the Village, including but not limited to management fees, administration expenses, utility charges, insurance premiums, maintenance, landscaping and repair costs, and establishment of reserve funds, all as may be more specifically authorized from time to time by the Board.

### *B.2. Creation of Lien and Personal Obligation of Assessment*

Each Owner of a lot, other than HOLIDAY, is deemed to agree to pay to the HOVHAI

1. Annual Assessments
2. Special Assessments
3. Individual or specific Assessments against any particular lot

Any such assessments, together with late charges, simple interest charges at prevailing interest rates, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be an equitable charge and a continuing lien upon the lot against which each assessments is made. The personal obligation for delinquent assessment shall not pass to his successors-in-title unless expressly assumed by them.

### *B.3. Computation of Annual Assessments*

It shall be the duty of the Board of HOVHAI to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the HOVHAI.

The assessment payable by each Lot Owner is at ONE (P1.00) PESOS per square meter computed monthly for the first five years based on the terms indicated in the Contract to Sell or Deed of Absolute Sale or until such time deemed necessary by the HOVHAI. Such fee shall become part of the HOVHAI Trust Fund to be created and shall serve as the VENDEE'S monthly dues to the association until such time that such amount, to the judgment of the HOVHAI suffice as the VENDEE'S pro-rata share of the subdivision's common expenses.

**B.4. *Special Assessments***

In addition to the annual assessments authorized above, the HOVHAI, acting through the Board, may levy, in any assessment year, special assessments for the repair or restoration of any damage or destruction caused by fire or other casualty to all or any part of the improvements. Such special assessments are to be prorated among the lot equally as provided with respect to annual assessments.

**B.5. *Individual Assessments***

Any expenses of the HOVHAI incurred because of the conduct of less than all of the Lot Owners or by family, tenants, agents, guests or invitees of any Lot Owner shall be specifically assessed against such Lot Owners and their respective lots. The individual assessments shall be levied by the Board and the amount and due date of such assessment shall be specified by the Board.

**B.6. *Liens***

All sums assessed against any lot, together with court costs, reasonable attorney's fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such lot in favor of the HOVHAI. Sale or transfer of a lot shall not affect the assessment lien. Any Mortgagee who acquires title to a lot by Foreclosure shall be liable for assessments thereafter becoming due.

**B.7. *Date of Commencement of Annual Assessments***

The annual assessment provided herein shall commence as to each lot on purchase date of lot/s.

**C. MAINTENANCE**

**C.1. *Responsibility of the Lot Owners***

Unless specifically identified herein as being the responsibility of the HOVHAI, all maintenance and repair of lots, together with all other improvements thereon or therein, shall be the responsibility of the Owner of such lot. Each Lot Owner shall be responsible for maintaining his/her lot in a neat, clean and sanitary condition, and such responsibility shall include but not be limited to the maintenance and care of all exterior surfaces or all improvements, buildings and other structures located on the lot and all landscaping.

Each Lot Owner shall also be obligated to pay the cost incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Lot Owner but which responsibility such

Lot Owner fails or refuses to discharge. No Lot Owner shall do any work to this lot which, in the reasonable opinion of the HOVHAI, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof or impair any easement, without in every such case obtaining the prior written approval of the HOVHAI. Furthermore, each Lot Owner shall also be obligated to pay for the water/electrical distribution services provided by the HOVHAI and/or HOLIDAY. Each Lot Owner must allow access to his lot utility crew maintenance of any utility lines in the subdivision.

#### C.2. *Responsibility of HOVHAI*

Except as may be herein otherwise specifically provided, the HOVHAI shall maintain, operate, landscape and keep in good repair, as the case may be,

1. All portions of the Common Areas, Parks, Forests Reserve, Clubhouse and improvements thereon, if any;
2. The entryway landscaping and entrance gate and guardhouse for the Subdivision;
3. The perimeter walls and/or fences serving the Subdivision;
4. All utility lines facilities (electrical, telephone, cable TV, water & its facilities) and equipment located within the Common Area and serving the Subdivision, if such utility lines, facilities and equipment are not maintained by the public authority, public service district, public or private utility or other persons;
5. All roads, sidewalks, erosion control structures and slope protections;
6. All drainage systems and,
7. Sewage Treatment Facility.

The HOVHAI shall provide the following services for the welfare of all Lot Owners:

1. Garbage collection services;
2. Security of the Subdivision in general;
3. Water Distribution services, if required by DCWD;
4. Electrical distribution services if required by NAPOCOR / DANECO; and,
5. General and Administration services, including community relations.

The obligations and duties set forth herein above shall be the sole responsibility of the HOVHAI and all costs and expenses incurred in performing such work shall be deemed to be Common Expenses.

No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the HOVHAI to take some action or perform some function required to be taken or performed by the HOVHAI under this Deed.

#### **D. ADMINISTRATION RULES AND REGULATIONS**

HOLIDAY and/or HOVHAI, through its Board, may make and enforce reasonable rules and regulations governing the use of the lots and the Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Deed of Restrictions. If violated, HOVHAI/HOLIDAY may resort to legal means.

## E. RESTRICTIONS

That the VENDEE/LOT OWNER and its successors and assigns shall bind himself to strictly comply with the following essential restrictions and conditions which are enforceable by HOLIDAY or its successors and assigns and/or HOLIDAY in cooperation with the HOVHAI by appropriate action wit:

### E.1. Residential Lot Limitation

Only one private single-family residential house shall be constructed on each lot. Accessory quarters for household helps and garage may also be built provided all restrictions on easements and setbacks will not be violated.

Lots shall not be subdivided. However, two or more lots may be consolidated into one provided it shall not thereafter be subdivided. Furthermore, the construction on these lots shall be subject to the easements and setbacks stipulated in this Deed.

Three (3) or more open lots may be consolidated and subdivided into a lesser number of open lots provided that the resulting open lots shall not be smaller in area than the smallest lot before consolidation and provided further that the construction on these lots shall be subject to the easements provisions.

In all cases, the consolidation/subdivision plan shall be duly approved by the HOLIDAY or its corporate successor and assigns, and/or the proper government office or agency. Such shall be registered in the Office of the Register of Deeds.

### E. 2. Residential Use Limitation

Lot/s shall be used exclusively for residential purposes. Lots shall not be used as access or right-of-way to any adjacent land/s outside the subdivision or for any other purpose unless approved in writing by HOLIDAY.

Lots shall not be utilized for the purpose of building dormitories, boarding houses, apartments, and the like or any multi-family dwelling. Only one family shall be allowed to occupy and utilize each lot.

Lots shall not be used for illegal or immoral activity or any use, which will disturb the peace, serenity or tranquility in the neighborhood nor shall the lot/s be subdivided to be devoted to any of the foregoing purposes. In particular, the VENDEE agrees and binds himself not to maintain or cause to be used within the leased premises, hotels, motels, salons, bars or any establishment of ill repute.

Lots shall not be used to house chapels, churches, place of worship or congregational gatherings, nor shall any structure be built on any lot for such purposes.

No residential lot shall be used in pursuit of any commercial purpose, especially a sari-sari store, grocery store, eatery, funeral parlor, hospital, private clinic, plant nursery, school, bar or any business without the prior

written approval of HOLIDAY conjures a negative image for the neighborhood.

Any violation of this section on the use of lots shall give the VENDOR or HOLIDAY the right to rescind this Agreement or if the title has been transferred to the LOT OWNER/VENDEE, to reacquire the lot under the same terms and condition as it was acquired by the VENDEE.

### E.3. *House Construction*

The VENDEE (LOT OWNER) binds himself to begin construction of a residential house on his/her lot not later than sixty (60) months from the date of the VENDEE'S Contract to Sell, or in case of a cash sale, from the date of execution of the Deed of Absolute Sale. In case of failure of the part of the Vendee to begin construction on his/her lot within the period provided herein, the Vendor shall have the right of first refusal to purchase the property.

Construction of any structure on the lots may commence only after the Lot Owner has paid FIFTY (50%) PERCENT of the total contract price of the lot and when plans have been approved by HOLIDAY and/or HOVHAI and after completion of electrical, water utility connections.

- E.4. In the event VENDEE constructs his/her house on a wrong lot, the VENDEE shall automatically remove said constructions at his/her expense; otherwise, the VENDOR shall immediately remove the same at the VENDEE'S expense without the necessity of court order and without any criminal and/or civil liability whatsoever, on the part of the corporation or its officers and employees.

### E.5. *Unfinished Structures*

In the event that that any structures or building shall remain unfinished and not ready for occupancy in accordance with the approved plans, after the lapse of a period of two (2) years from the stoppage of its construction, the VENDEE or LOT OWNER agrees to completely barricade the said unfinished structure/building. Failure on part of the VENDEE or LOT OWNER to comply with such obligation, HOLIDAY can cause its barricade at the expense of the Lot Owner.

### E.6. *Special Restrictions on Designated Sites*

In order to preserve certain sites of scenic value and interest as well as to ensure the preservation of HOLIDAY Gardens development, concepts and philosophy, HOLIDAY shall specify special restrictions on the development of certain sites. HOLIDAY shall designate certain blocks and/or lots which have special restrictions upon finalization of the grading.

### E.7. *Signboards*

Commercial, advertising or any other signs, name plates or shingles shall not be placed, constructed or erected on the lot/s or placed upon the house/s built thereon

#### E.8. *Traffic Safety and Security Measures*

No motor vehicle of any kind (3-or 4-wheeler or above) is allowed to enter the pedestrian system or in any way use the alleys and parkways for parking, except in extreme emergencies such as earthquakes or fires, in which case these alleys may be utilized to facilitate emergency passage. No 10-wheeler vehicles and heavy equipment or crawler type may enter the subdivision.

For safety and traffic prevention, private cars are not allowed to park overnight on roads, pedestrian alleys or pathways. All motorized vehicles are prohibited from using the alleys/pathways, which have not been constructed to carry the weight of vehicles but for the convenience and safety of pedestrians.

Six-wheeler and other types of commercial trucks or buses may park for a maximum period of THREE (3) HOURS only anywhere around the village for purposes of unloading goods for delivery. Any other purposes shall be subjected to the prior written approval of HOLIDAY. It is understood however that under no circumstance may a 6-wheeler vehicle or any type of commercial-type truck park overnight around the village roads and parkways.

#### E. 9. *Pets and Animals*

No cattle, pig, sheep, goat, horse, goose or other animals shall be maintained on the lot. However, keeping of dogs, cats or other pets in non-commercial quantities may be allowed subject to the rules and regulations as the homeowners' association may adopt.

All pets shall be surely confined within the Lot Owner's property. Under no circumstances will they be allowed to roam the subdivision without their masters.

#### E.10. *Machinery, Appliances or Structures for commercial Business*

No machinery, appliance, or structure, the object of which is to carry on or facilitate the operation of commercial business of any kind, or which may cause obnoxious tremors or noises, may be placed, maintained or operated on any lot.

#### E.11. *Grass, Garbage and Clothes Line*

The lot must be kept at all times in a sanitary condition and free from the overgrowth of cogon, talahib and other wild vegetarian and trash which may constitute a fire hazard or place of concealments. Such conditions can be enjoined without the necessity of court action and the same shall be abated at the expense of the Lot owner.

Burning of dried leaves, cut branches or garden trimmings, excess construction materials or other trash inside and outside the lot is strictly prohibited. All garbage and trash shall be neatly enclosed in plastic trash bags and placed inside the garbage container. All garbage containers must be properly covered so that their contents are not spilled to the ground. Garbage containers of respective units should not be placed outside their property. It must be kept inside the property and should be placed outside only during scheduled collections for disposal. The Lot Owner shall sort his

garbage as per government agencies' (e.g. City Government and the City Environment and Natural Resources Office (CENTRO) guidelines on waste disposal.

The Lot Owner agrees to provide an enclosed area for laundry/washing purposes located at the back or side of the property specifically in places where they will be hidden from view subject to the provisions on setbacks and easements. Clothes lines should not be placed on any part of the property structures except in the said area and should not be visible from the road at any time. HOLIDAY and/or HOVHAI reserve the right not to approve any building plan without the said provision for the laundry/washing area.

#### E.12. *Government Rules and Regulations*

The VENDEE binds himself to comply with all the laws, ordinance, rules and regulations regarding sanitation, safety, and other measures which the Department of Health, Fire Department or other branch of Government have or will promulgate for public safety.

#### E.13. *Transfer of Rights / Certificate of Transferability*

1. During the period before full payment for the total contract price, the VENDEE hereby binds himself not to cede, sell, transfer or in any manner, dispose of his rights and obligations to the said property without prior notice to the VENDOR. After full payment is completed, a Certificate or Transferability from HOLIDAY and/or HOVHAI and clearance in writing from the VENDOR as stipulated in Sec. 13-Transfer of Rights of the Contract to Sell must be obtained prior to any transfer of rights on the said property. This is to ensure that any and all outstanding obligations to the association are appropriately settled before any transfer is effected. It further ensures that the prospective buyer, transferee, assignee or lessee is acceptable to the HOVHAI and has paid his/her Membership Initiation Fee to the association in the case of a purchase of the lot by third party.

Upon full payment of the total contract price, including interest, if any, should the VENDEE desire to sell, assign or otherwise convey his rights or interests over the property, the VENDEE shall first offer to sell the property to the VENDOR. The offer shall be in writing and shall specify the price, terms and conditions of the Offer ("OFFER"). The VENDOR shall communicate in writing its decision on the Offer within fifteen (15) days from the receipt of this Offer ("OFFER PERIOD").

2. Should the VENDOR signify in writing its intent to purchase the property, the Deed of Absolute Sale shall thereafter be executed upon terms and conditions to be mutually agreed upon by the parties. Should the VENDOR fail to communicate in writing its decision during the Offer Period or should the VENDOR decide not to accept the offer, the VENDEE shall have the right to offer the property to third persons within a period of ninety (90) days ("SELLING PERIOD"), 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. After the lapse of the Selling Period any subsequent sale, transfer or disposition of the property must comply anew with the preferential right set forth hereof.

3. Any transfer made by the VENDEE to third person under the foregoing provision shall be subject to a transfer fee or not exceeding Twenty Thousand (P20,000.00) Pesos if the title to the property is still in the name of VENDOR at the time of the said transfer.
4. The preferential right of the VENDOR under this Section shall terminate upon turn-over of the subdivision to the HOVHAI.

## **F. ENFORCEMENT OF RESTRICTIONS**

### **F.1. *Enforcement***

Compliance with and/or enforcement of the said restrictions, reservations, easements and conditions may be enforced by court action in the courts of Davao City by HOLIDAY/HOVHAI, its corporate successor and assigns; or by any property owner in Holiday Gardens, Island Garden City of Samal, Philippines, or by all of them.

### **F.2. *Liability***

The VENDEE shall indemnify and free the said VENDOR against all actions, suits, damages and claims by whomsoever they may be brought or made by reason of non-observance or non-performance of the said rules, regulations, ordinances or laws, or of the covenant of these section, without prejudice to the right of the VENDOR to cancel this property

The VENDEE hereby assumes full responsibility for any damage which may be caused to the person or property of third persons while remaining within the property, and further binds himself to hold the VENDOR free from any such claim or damage unless such injury is due to the negligence of the VENDOR.

## **II. HOMEBUILDER'S TECHNICAL GUIDELINES**

### **A. COVERAGE**

This Homebuilder's Technical Guidelines cover construction of new residences and all its areas/spaces; improvements such as gazebos; pergolas; cabañas; trellises; swimming polls; septic tanks; water tanks and/or cisterns; fences; gates; guard houses; service areas and the like renovations; expansions and extensions to existing improvements and all other kinds of auxiliary structures.

### **B. RELATION TO THE DEED OF RESTRICTIONS**

This Homebuilder's Technical Guidelines constitute an integral supplement/addendum to the Deed of Restrictions. It has been separated due only to the level of specialization and detail it contains insofar as construction and the introduction of improvements and structures on the lots.

### **C. PROMULGATION AND ENFORCEMENT**

Compliance with all provisions herein may be enjoined and/or enforced by the court action by HOLIDAY GARDEN ISLAND DEVELOPMENT CORPORATION (HOLIDAY) and HOLIDAY OCEANVIEW VILLAGE HOMEOWNERS' ASSOCIATION INC. (HOVHAI), their respective successors and assigns, or by any member of the HOVHAI.

These guidelines may be modified or changed at any time by HOLIDAY, its corporate successors or the HOVHAI if and when in its sole judgement such modification or alterations are necessary to make them conform to its intentions or for the general welfare of the community. The HOVHAI shall have the right to promulgate other guidelines in addition to those herein set forth; such as the interest of clarification; provided that, such additional guidelines or provisions do not diminish, amend or change the guidelines as provided herein. It shall be the Lot Owner's sole responsibility to ensure full and complete awareness, understanding and faithful compliance/adherence with the guidelines and provisions herein by his technical team as well as duly authorized representatives and/or entities.

Recognition by HOLIDAY and/or HOVHAI's technical and/or duly authorized representative/s for purposes of day-to-day administrative, operating and/or construction-related issues/matters shall not diminish or remove the Lot Owner's sole responsibility of ensuring strict and faithful compliance as mentioned above.

#### **D. BUILDING AND ARCHITECTURE**

The Lot Owner has the responsibility to engage a competent civil/structural engineer who shall take into consideration the topography, soil characteristic and slope condition, existing structures adjacent to his/her property and other related factors that are essential to the structural design integrity of the house. Further, the plans must comply with all the existing government laws, ordinances, regulations and/or engineering codes governing the construction of residence prior to submission to HOLIDAY and/or HOVHAI. Likewise, the Lot Owner shall be responsible of engaging a reputable contractor to implement the design and specifications of his/her designer.

The Lot Owner shall hold HOLIDAY and/or HOVHAI free and harmless from any and all suits arising from damages and/or defects discovered in his/her house or building and any other structure on his/her property due to faulty construction, defective structural design, violation of the Deed of Restrictions and/or fortuitous events.

All buildings must be materials of good quality that meet the required specifications of the Lot Owner's designer and a type of architecture that are consistent with the surrounding landscape, amenities and homes in subdivision as intended by HOLIDAY.

Holiday Oceanview Village  
Deed of Restrictions

<p>Height Restrictions</p>	<p>Structure on flat lots must have a maximum height of NINE (9) METERS measured vertically from the top most part of the building to the elevation of the sidewalk fronting the lot.</p> <p>In the case of multiple flat lots with a single owner, building height should be measured vertically from the highest projection of the building to the elevation of the sidewalk directly fronting the center of the proposed house location.</p> <p>The Lot Description containing the illustration of lot buildability will be provided to the Lot Owner by HOLIDAY and/or HOVHAI.</p>
<p>Set-Backs and Easements</p>	<p>Every Lot Owner must provide in his lot an open space for purposes of landscaping and for an easement of drainage, water and other public utilities as may be necessary and desirable. The required setbacks from the property line (measured from the surface for the wall/column or any projection of the house to the property line) should be strictly followed:</p> <ol style="list-style-type: none"> <li>1. from the property line <u>fronting the street</u> that serves as the Lot Owner's service access to any building structure or other appurtenance,             <ol style="list-style-type: none"> <li>a. three (3) meters for all lots</li> </ol> </li> <li>2. two (2) meters from the property lines <u>not fronting the street</u> to any building structure or other appurtenance;</li> <li>3. two (2) meters from property line <u>fronting the street</u> to outside edges, roofs or eaves, including porte cochere or canopy without columns; and,</li> <li>4. one (1) meter from the property line <u>not fronting the street</u> to outside edges, roofs or eaves, including porte cochere or canopy without columns,             <ol style="list-style-type: none"> <li>a. No columns /posts or load bearings walls are allowed at minimum setback/property line (except posts for fence/gate supports only);</li> <li>b. Minimum building and roof line limits must strictly be observed at all floor/roof levels;</li> <li>c. No structure shall protrude outside the property line.</li> </ol> </li> </ol> <p>The plans of the building, secondary buildings and any other structure, including the swimming pool, water tank, septic tank, pergola, gazebo, maid's room, driver's quarters, storage rooms, trellis or any subsequent additions thereto constructed within the property shall follow the required easement restrictions. In the case of thru-lots, both sides fronting the street shall have the same easement. The set-back shall be measured from the property line to the nearest finished wall or column of the building. The Lot Description illustrating the easements will be provided to the Lot Owner by HOLIDAY and/or HGHAH.</p>

<p>Minimum Building Cost and Floor Area</p>	<p>Building cost shall not be less than Twenty Thousand (P30,000.00) Pesos per sq. meter at present day costs, and should have a minimum floor area of 75 sqm. of covered and enclosed building. Furthermore, the minimum value and area of new buildings to be constructed inside the lots will be reviewed periodically and may be revised from time to time by the by HOLIDAY or its corporate successor in order to preserve the overall value of the subdivision.</p>
<p>Structural Foundation</p>	<p>Mat foundation and deep footing are strongly recommended for consideration of the Lot Owner's structural engineer in the foundation design of the building. The Lot Owner's structural engineer may opt for another type of structural foundation design, which he deems appropriate. All engineering design assumption and calculations, together with the house plans, shall be submitted by the Lot Owner to the Building Official for approval and to HOLIDAY and/or HOVHAI for reference.</p>
<p>Building Materials</p>	<p>All buildings must be of strong materials. <u>Buildings</u> shall be of the type of architecture and color that is in harmony with surrounding landscape, amenities and homes in the vicinity. In no case and under no circumstances shall the resulting construction of buildings cause the depreciation of property values and the general aesthetic appeal of the area.</p> <p>Roofing material shall be limited to decrabond, cement, clay or ceramic roof tiles, galvanized iron/metal roof with similar aesthetic design qualities. Other types of roofing materials shall be subject to the approval of HOLIDAY and/or HOVHAI. Structures built of light materials (e.g. sawali, nipa, bamboo, and cogon) shall not be allowed.</p>
<p>Fences</p>	<p>Wall of fences or solid masonry facing all roads shall have a maximum height or 1-meter from the elevation of the sidewalk or the natural grade line in case of elevated lots. Walls or fences of solid masonry of the perimeter of the lots shall be subject to the approval of HOLIDAY or its corporate successor prior to construction and shall not exceed ONE (1) METER from the natural ground level of the said lot. Grilles are allowed in combination to solid masonry but in no case shall exceed a maximum height of ONE AND A HALF (1 ½) METERS for all sides of the fence. Cyclone or mesh wire fence with live vegetation is permissible only at the rear and the side boundaries but must not be higher than two (2) meters from the original ground level. If any portion of the fence would be made as part of the building (e.g. car port/garage), such portion should not exceed three (3) meters from the natural ground level, frontage of which shall not exceed thirty (30%) percent of the total lot linear frontage.</p> <p>For perimeter lots, the lot owner may increase the height of his side of the fence that is at the perimeter of the subdivision using cyclone/mesh wire or barbed wire.</p> <p>Lot owners owning lots adjacent to or near the perimeter fence of the subdivision SHALL NOT under any conditions break down, destroy, demolish, modify, or otherwise perform any work or improvement upon the perimeter fence.</p>

<p>Filling &amp; cutting of Lots</p>	<p>The original construction or the original grade of the lot delivered to the Lot Owner is intended to be the final grade or slope of the lot. As such material alteration of the grade and condition of the lot is prohibited.</p> <p>Filling of lots for landscaping, construction and other purposes shall be allowed provided that :</p> <ol style="list-style-type: none"> <li>1. such fill shall not result in obstructed views and/or potential damage to the area as originally planned by HOLIDAY and/or constitute an aggravation or nuisance to adjoining properties;</li> <li>2. the drainage and other facilities are installed to prevent the water from flowing or seeping into the adjacent lots;</li> <li>3. construction fill is properly compacted per engineering requirements; and</li> <li>4. proper retaining structures are provided to protect adjacent lots and facilities.</li> </ol>
	<p>Excavation/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 and/or lot itself as confirmed and supported by the calculations of the Lot Owner's structural engineer.</p> <p>Cutting of lots shall be allowed provided that:</p> <ol style="list-style-type: none"> <li>1. this be done only for purposes of establishing a building area and/or providing a driveway leading to the garage/carport;</li> <li>2. proper structurally designated retaining structures shall be the sole responsibility of the Lot Owner. No cutting or excavation shall be allowed unless these retaining structures are built.</li> </ol> <p>All other forms of filling and excavation/cutting are subject to prior written approval of HOLIDAY or approving authority designated by HOLIDAY. The Lot Description to be provided by HOLIDAY and/or HGHAJ shall contain the illustration of the lot building vis-à-vis excavation/cut and fill as guide in design and construction. This shall be given to the Lot Owner by HOLIDAY and/or HGHAJ.</p>
<p>Swimming Pools</p>	<p>Construction of swimming pools shall be allowed in accordance to the following requirements:</p> <ol style="list-style-type: none"> <li>1. The proposed swimming pool is within the required easements.</li> <li>2. The size of the swimming pool shall be dependent on the size of the lot, but should not be more than the standard 12m x 24m competitive size swimming pool with varying depths of four (4) to five (5) feet.</li> <li>3. The swimming pool shall be constructed of reinforced concrete columns, beams, slab, footings and sidewalls with the necessary water-proofing and drainage systems.</li> </ol> <p>The structural, mechanical and electrical designs of the swimming pool, including all computations and assumption shall be submitted by the lot owner for review and approval of HOLIDAY/HOVHAI.</p>
<p>Perimeter Walls</p>	<p>VENDEES of border lots shall maintain the solid wall of stone or concrete built by HOLIDAY along the perimeter of the subdivision. Owners of lots along the perimeter of the subdivision are not allowed to make any opening in the perimeter walls as an egress to or ingress from any other side of the subdivision nor shall any connection or extension through said walls of the water and other community facilities and utilities be allowed unless duly approved in writing by HOLIDAY</p>

<p>Sidewalk, Planting Strips, Parks and Open Spaces</p>	<p>Sidewalk, planting strips, parks and open spaces are deemed outside of the perimeter area of each individual unit and as such cannot be altered in any way except as necessary for the provision of driveways into the lots. Sidewalks, planting strips, park and open spaces cannot be taken to form part of the lot's yard nor can any permanent structure, except public utilities, be allowed to be built on them to obstruct the passage of pedestrians. No trees other than those planted by HOLIDAY shall be allowed on the planting strip of the sidewalk. Trees and flora planted by the subdivision along the streets are deemed outside the perimeter of the lots and as such cannot be cut down, damaged or relocated by the Homeowner/Lot Owner.</p>
	<p>Should any tree in the lot be cut, damaged, or removed or relocated, the Lot Owner agrees to plant three (3) other trees on his/her lot within three (3) months from the removal, relocation, or damage of such trees. HOLIDAY and/or HOVHAI reserve the right to select and approve the species to be planted and its location. The following trees are not allowed: acacia, narra, rain tree, molave, african tulip, fire tree, dapidap, camachile, mango, bismarkia and anahaw. Trees within view lots must not be allowed to grow to a height that will obstruct the view of the neighboring lot. HOLIDAY and/or HOVHAI have the right to trim trees obstructing the view.</p>
<p>Vehicular Entrances</p>	<p>No vehicular entrances or exits shall be allowed along the circular curves at street intersections. The location of the driveway is reflected in the Lot Description to the provided by HOLIDAY. Designated driveway is deemed as the most suitable location relative to the location of the utility service connections such as electrical, telephone, CATV, water and drainage.</p>

<p>Erosion control</p>	<p>No activity, which may create erosion or siltation problems, shall be undertaken on any lot without the prior written approval of HOLIDAY and/or HOVHAI of plans and specifications for the prevention and control of such erosion or siltation. HOLIDAY and/or HOVHAI shall, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation as designed and endorsed by the Lot Owner's structural engineer. Such means include (by way of example and not of limitation) physical devices for controlling the run-off, draining surface and underground water, and special precautions in grading and otherwise changing the natural landscape. Excess excavated materials, debris and wastes must be immediately hauled by truck. These should not be dumped on any vacant lot, road or open space in the subdivision. The Lot Owner shall be held responsible for the clean-up and restoration of any damages caused by erosions from any stockpile or excess excavated material he has not hauled out.</p> <p>The Lot Owner must not alter, modify, touch or use for any other purpose as intended by HOLIDAY, the permanent erosion control structures constructed by HOLIDAY. Slope protection/erosion control structures are as follows but not limited to:</p> <ul style="list-style-type: none"> <li>* graded slopes along blocks and roads</li> <li>* drain canals and interceptor canals</li> <li>* sodding(i.e slopes protected by grass/natural vegetation);</li> <li>* rip-rap, retaining concrete walls, stone masonry, bored piles and gavion walls/slopes; and,</li> <li>* spring boxes</li> </ul> <p>The Lot Description to be provided by HOLIDAY and/or HOVHAI shall contain the key plan showing the locations of drain canals; interceptor canals, sodding; rip-rap, stone masonry and gavion walls/slopes; and spring boxes. This shall be given to the Lot Owner by HOLIDAY and/or HOVHAI. The Lot Owner should be held liable for any untoward incidents that may arise out of negligence and omission in providing and maintaining proper erosion control measures during and after construction.</p>
<p><b>E. UTILITIES</b></p>	<p>The Lot Owner should first verify the availability and actual location of the utilities prior to planning and should secure all the necessary permits before tapping any utility line.</p>
<p>Electrical, Water, Telephone and CATV</p>	<p>For the electrical distribution, a 230V AC single-phase secondary line shall be made available to the Lot Owner and will comply with the local power utility requirements. The Lot Owner shall construct their typical individual KWHr electrical service entrance pedestal nearest to the existing connection.</p> <p>All utility service connections shall be supplied by the concerned utility companies. The Lot Owner will request for service connection from the CATV company and telephone company designated by HOLIDAY. All electrical and telecommunication equipment, and related accessories located inside the subdivision shall not in any case be transferred, relocated and/or tampered.</p>
<p>Drainage</p>	<p>All drainage pipes shall be connected to the subdivision's drainage system but no installation of any drainage line shall be allowed outside the property without the written approval of HOLIDAY or its corporate successor. Cutting or boring through the concrete curbs is not allowed. Lot Owner's drainage lines shall be connected to the drainage tapping point as designated in the Lot Description, which shall be given to the Lot Owner by HOLIDAY and/or HOVHAI.</p>

<p>Septic Tank Provision</p>	<p>Every building constructed shall provide a three (3) chamber septic tank with concrete flooring per government specifications to be kept at all times in a sanitary condition. Sewage disposal of each housing unit must be connected only to the three (3) chamber septic tank, its plans of it shall be subject to the approval of HOLIDAY. Septic tanks' walls and flooring must be made of reinforced concrete with a minimum thickness of six (6) inches and must be waterproofed. The reinforced concrete top slab shall have a minimum thickness of six (6) inches. Septic tanks must be inspected and approved by HOLIDAY and/or HOVHAI before sealing it. Sewage effluent from the septic tank is not permitted to drain other than through the drainage system.</p>
<p>Booster Pumps, Cistern and Digging Wells</p>	<p>A booster pump directly connected to the water main is prohibited. Underground or ground level water tanks are permitted but aerial or overhead water tanks are prohibited. Booster pump may be installed from an underground or ground level storage tank of adequate capacity supplied by natural pressure from the main water line. The underground or ground level water tank must be made of reinforced concrete with a minimum thickness of six (6) inches for the walls and flooring, four (4) inches for the top slab; and must be waterproofed. Underground and ground level water tanks must be inspected and approved by HOLIDAY and/or HOVHAI before sealing it.</p> <p>Cistern and impounding tanks are allowed under the following conditions:</p> <ol style="list-style-type: none"> <li>1. It is not within the required easement areas.</li> <li>2. It does not have a booster pump from the main water line.</li> <li>3. Impounding tanks should be no higher than 1.5 m. from the ground.</li> <li>4. It does not obstruct the view of the neighboring lots.</li> </ol> <p>Digging of wells in any lot is strictly prohibited.</p>
<p>Antenna</p>	<p>No antenna and/or transmitter structure shall be installed in the subdivision unless otherwise approved by HOLIDAY and/or HOVHAI.</p>

## **F. PREPARATION OF BUILDING PLANS**

F. 1. Site Inspection and Investigation. The architect and engineers of the Lot Owner must conduct site inspection of the lot prior to preparation of house plan. They should be knowledgeable of the ground features, soil characteristic and condition, utility service connection and other related factors of the lot and adjacent lots.

F. 2. Preparation of Plans. Before the preparation of his or her house plans, the Lot Owner together with his architect and engineers is required to have a building conference with HOLIDAY and/or HOVHAI at which the Deed of Restrictions will be explained. It is recommended that the Lot Owner submit preliminary plans and drawings to HOLIDAY and/or HOVHAI for review and comments prior to the preparation of the final engineering and architectural plans.

F. 3. Verification or Relocation of Monuments. The Lot Owner shall request from HOLIDAY and/or HOVHAI the official lot plan. Verification or relocation of monuments, which shall be at Lot Owner's expense, shall be jointly done by Lot Owner's geodetic engineer, Lot Owner and representative of HOLIDAY and/or HOVHAI.

## **G. HOUSE AND BUILDING PLANS APPROVAL**

All house and building plans and specifications, whether original, revised, amendatory or additional, including the corresponding location and landscaping plans, must first be expressly approved in writing by HOLIDAY before construction begins and must strictly comply with the Construction Guidelines by HOLIDAY or its corporate successor.

G.1. Submission of plans and specifications. All plans, duly signed and sealed by the Lot Owner's designers, shall be submitted to HOLIDAY and/or HOVHAI for approval prior to submission for building permit purposes. Specification should include the construction methodology. The Lot Owner shall submit for approval to HOLIDAY GARDEN ISLAND DEVELOPMENT CORPORATION (HOLIDAY) or its corporate successor SIX (6) complete sets of each of the following plans which must bear the signature of the Lot Owner, architect on the architectural plan, civil/structural engineer on the civil works plan, of the electrical engineer on the electrical plan, of the sanitary engineer or master plumber on the sanitary plan, and of the mechanical engineer on the mechanical plans, but not limited to:

1. vicinity plan/perspective
2. site development plan showing:
  - a. lot bearings and distances;
  - b. all developments within the lot such as driveways, fences, trellises, landscaping, swimming pool, etc.;
  - c. dimensions of all elements in the development;
  - d. elevation of surrounding developments and proposed finish ground level;
  - e. elevation of the four (4) corners and center point of the lot.
3. complete architectural plans, but not limited to:
  - a. floor plans;
  - b. elevations (all sides);
  - c. sections: longitudinal and cross-section showing difference in elevation of the building and the site development elements;

4. Soil investigation report;
5. Structural plans, details and all necessary computations including retaining walls, cut and fill plan, and roof eaves section and detail;
6. Complete electrical plans and computations;
7. Plumbing and sanitary plans and details to include details of the septic vault and its exact location; and,
8. Complete mechanical plans and computations.

G.2. Approval by HOLIDAY and/or HOVHAI. The Lot Owner shall submit his house plans to HOLIDAY and/or HOVHAI for verification or conformity to the Deed of Restrictions. Upon approval of HOLIDAY and/or HOVHAI, the Lot Owner shall submit his house plans to the City Building Official, who shall check conformity of the said plans to the National Building Code and issue the Building Permit. Approved house plans by the City Building Official shall be submitted to HOLIDAY and/or HOVHAI for the issuance of the construction permit to the Lot Owner. Thereafter, the approved or corrected house plans must strictly be observed and adhered to by the Lot Owner, the architect, the engineer and the contractor; a copy must be kept at the construction site at all times for purposes of inspection and compliance. All dues and fees payable to HOVHAI must be paid by the Lot Owner upon approval of the plans.

#### G.3. CHANGES/ADDITIONS IN PLANS DURING CONSTRUCTION

Prior to implementation, the Lot Owner should notify in writing and consult with HOLIDAY and/or HOVHAI for any change or addition in the plans already approved by HOLIDAY and/or HOVHAI, especially on the structural design and external profile of the building. Should the Lot Owner implement the changes/additions without notification and consultation, construction will be stopped by HOLIDAY and/or HOVHAI.

#### G.4. RENOVATION / ALTERATION / IMPROVEMENTS OF EXISTING STRUCTURES

HOLIDAY and/or HOVHAI should be consulted before any renovation, alteration and/or improvement on the lot and existing building. Notification in writing indicating the scope of work is required **no matter how limited the undertaking is.**

Conditions and restrictions stated in the foregoing paragraphs shall apply to renovations, alterations and/or improvements on the lot and the existing building.

Should the conditions in the preceding paragraphs be violated, HOLIDAY and/or HOVHAI has the right to order stoppage/suspension of the construction works and, if construction has been completed, to order removal of the structures at the expense of the LOT OWNER/VENDEE, without the necessity of court order, and without criminal and/or civil liability whatsoever on the part of the company, its officers and employees.

Deed of Restrictions. All provisions of the Deed of Restriction on the lot shall be strictly observed.

## H. BEFORE COMMENCEMENT OF CONSTRUCTION

H.1. A HOLIDAY and/or HOVHAI construction Permit will be issued only upon compliance with all pre-construction requirements and approval of construction plans by HOLIDAY and/or HOVHAI and government agencies. In addition, a special permit from HOLIDAY and/or HOVHAI will be required for entry into and use in the subdivision of heavy equipment. All heavy equipment shall pass through a designated access road for construction purposes.

H.2. Construction Workers ID's. Application forms for ID's for construction personnel or workers must be secured from HOLIDAY and/or HOVHAI office; ID application will be processed upon submission of the letter from the Lot Owner and contractor authorizing issuance of the ID in connection with the construction. No worker shall be allowed entry or exit from the subdivision without the worker's ID, which must be worn at all times. HOLIDAY and/or HOVHAI reserves that right to refuse provision or recognition of, to revoke or to cancel any worker's ID at HOLIDAY and/or HOVHAI sole discretion.

H.3. Guaranty Deposits.

In order to ensure that violations and damages resulting from any construction project are immediately corrected and rectified at the expense of the Lot Owner, any lot owner who conducts any construction, improvement, renovation or any similar work upon the lot shall be required to deposit the amount of ONE HUNDRED THOUSAND (P100,000.00) PESOS to HOLIDAY as a SECURITY DEPOSIT. Such amount shall answer for the costs or expenses of repairing or rebuilding any road, gutter, drainage or structure damaged by any construction work done or caused to be done by the lot owner. Likewise, penalties and/or fines imposed by HOLIDAY and/or HOVHAI for any violation by the lot owner of any of the conditions herein or any of the rules and regulations promulgated by HOLIDAY and/or HOVHAI shall likewise be chargeable against such Security Deposit.

HOLIDAY and/or HOVHAI reserves the right not to refund any portion of the guaranty deposit until such time that violations and/or damages are corrected and restored.

Nothing in this section or provision shall be construed to limit the liability of the lot owner to HOLIDAY, HOVHAI or any other third person in the event that such liability should exceed the required Security Deposit.

H.4. Fees charges. The following assessments shall be paid by the Lot Owner.

**ROAD MAINTENANCE FEE.** Road Maintenance Fee of TWENTY THOUSAND PESOS (Php 20,000.00) shall be paid by all constructing Owners.

This Road Maintenance Fee shall be deducted from the guaranty deposit of constructing Lot Owners upon completion of the construction project.

**ADMINISTRATIVE & PROCESSING FEES.**

1. P1,500.00 non-refundable for processing of house and lot plans;
2. P500.00 per month administrative charges (minimum of twenty months paid in advance or total of P10,000.00); Should the construction period exceed 20 months, additional charges of P250.00 per month shall be deducted from the guaranty deposit; administrative charges cover

expenses for monitoring of the construction activity (hauling of construction debris is excluded and is the responsibility of the Lot Owner).

ALL HOVHAI fees including Association Dues must be first settled in full before approved plans are released and actual construction commences.

## I. DURING CONSTRUCTION

- I.1. Site Enclosures. All construction sites are required to provide enclosures (e.g. sawali, G.I. sheets, plywood and tarpaulin) on all sides of the lot. The enclosure shall follow the height and scope of the construction to ensure the safety and privacy of existing residences as well as the visiting Lot Owners.

No temporary building, shack, barn, or other structures shall be erected, except by builders during the construction period.

- I.2. Earthfilling and Excavation Works. It is the responsibility of the Lot Owner to provide all necessary retaining structures (e.g. shoring, grouted riprap, retaining walls, etc.) as designated and endorsed by the Lot Owner's structural engineer, which will ensure safety and preservation of the adjacent properties, when undertaking excavation works. The Lot Owner is liable for all damages that his/her excavation works may cause to adjacent properties, sidewalk, greenstrip, street and utilities. Any resulting damages shall be restored to its original condition by the Lot Owner at his expense. The sidewalk, greenstrip and street shall be cleared daily of all debris, soil, stones, and wastes while the work is in progress.

Earthfilling and excavation clearances should be obtained from HOLIDAY or the approving authority designated by HOLIDAY prior to start of earthfilling and excavation works. Construction methodology for such works should be submitted to HOLIDAY or the approving authority designated by HOLIDAY upon application of clearances.

No soil, stones or gravel shall be taken from this particular parcel of land or from any other lot belonging to the entire development without prior written consent from HOLIDAY and/or HOVHAI or its corporate successor.

All excess excavated materials for purposes of construction shall be hauled out of the subdivision if not to be used in the construction site.

- I.3. Stockpiling. No stockpiling on lots shall be allowed except by the Lot Owner during construction. HOLIDAY and/or HOVHAI, or its corporate successor has 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 Lot Owner within five (5) days of Lot Owner's receipt of notice by HOLIDAY and/or HOVHAI for removal of said materials, equipment and stockpiling.

A bodega or stockpiling is authorized only on the Lot Owner's lot. Use of another lot requires the prior permission of HOLIDAY and/or HOVHAI in writing. **Stockpiling materials on Common Areas such as sidewalks, easements, alleys, streets and open spaces is prohibited and requires prior approval of HOLIDAY and/or HOVHAI in writing.**

- I.4. Concrete Mixing. Concrete Mixing shall not be allowed directly on the subdivision's concrete roads or paved sidewalks. Likewise, materials for

concrete mixing (e.g. sand, gravel, cement) or other construction materials shall not be placed along the road to cause obstruction or clogging of the drainage system.

- I.5. Temporary Utility Services. The Lot Owner shall apply to the entities or utilities concerned for services.
- I.6. Cutting of Trees. Cutting of trees is prohibited unless there is prior permission from HOLIDAY and/or HOVHAI.
- I.7. Portable Toilet and Bodega. To observe proper hygiene and waste disposal, the Lot Owner shall cause the builder or contractor to provide portable toilets and bodega on the lot during the construction period. The said structures will be temporary and restricted as follows:
1. The structures must be one storey only; bodegas cannot exceed a total of thirty (30) square meters; easement requirements must be observed.
  2. No clotheslines may be within public view; and
  3. Portable toilets must be maintained in sanitary state at all times, well covered and kept from public view; water used must be properly connected and metered.
- I.8. House Rules.
1. Pets and animals. Domestic animals and other animals (such as dogs, cats, chickens, game fowl, goats, etc.) are prohibited at construction sites.
  2. Wives, Children and Relatives of construction personnel workers are not allowed to sleep inside the subdivision.
  3. Overnight Stay. A maximum of five (5) persons per project may stay overnight at the job site. The Lot Owner, contractor or builder shall furnish to HOLIDAY and/or HOVHAI office the names of these five (5) persons as well as provide IDs to said five (5) persons. HOLIDAY and/or HOVHAI may allow another five (5) workers for a maximum of ten (10) workers provided HOLIDAY and/or HOVHAI will post a security guard at the work site at the Lot Owner's expense.
  4. Maintenance of Construction Site and Vicinity. The Lot Owner shall maintain the construction site and vicinity in a proper sanitary and clean condition at all times; **garbage and construction debris must be properly disposed of and dumping of such in neighboring areas is prohibited; upon failure of the Lot Owner to comply with the provision, HOLIDAY and/or HOVHAI shall have the premises cleaned and the expenditure for such clean-up shall be charged against the Lot Owner's guaranty deposit.**

## J. AFTER CONSTRUCTION

- J.1. As- Built Plans. The Lot Owner shall submit a copy of the As-Built Plans of his house to HOLIDAY and/or HOVHAI showing the actual works done on the foundations structures, retaining walls, fences, grading, excavation works and filling works.
- J.2. Construction Debris and Materials. No construction debris or excess materials may be left anywhere in the vicinity of the construction upon

its completion. Upon failure by the Lot Owner to clean-up, HOLIDAY and/or HOVHAI shall do so and charge the expenditure for such clean-up against the Lot Owner’s guaranty deposit.

- J.3. Damage to Common Areas. Any damage to Common Areas as a result of construction shall be repaired by HOLIDAY and/or HOVHAI and the expenditure for such repair shall be charged against the Lot Owner’s guaranty deposit.
- J.4. Removal of auxiliary structures. All auxiliary structures shall be removed by the Lot Owner upon completion of the construction, including bodega and portable toilets. Should a Lot Owner fail to do so, HOLIDAY and/or HOVHAI shall remove such structures and charge the expenditures of the removal against the Lot Owner’s guaranty deposit.
- J.5. Retrieval of Workers IDs. IDs issued by HOLIDAY and/or HOVHAI to construction personnel or workers are for a fixed period and only for the purpose of access to the construction site applied for. It is not valid for use at another construction site and must be surrendered to HOLIDAY and/or HOVHAI upon completion of the applicable construction project. Any worker failing to surrender his or her ID following the completion of the construction will be prohibited from subsequent work in the subdivision.
- J.6. Aborted Construction. In case of construction aborted or abandoned by a Lot Owner, HOLIDAY and/or HOVHAI reserves the right to suspend or revoke, or both, the construction permit issued by HOLIDAY and/or HOVHAI until further notice.
- J.7. Fines and Penalties. Unless otherwise provided above, the violation of any of these construction Guidelines may result to the payment of fines or penalties, or both, by the Lot Owner and his or her construction personnel or workers, depending on the offense, as follows:

1. Stockpiling on streets/sidewalk/comm on property without permit	1 <sup>st</sup> offense –P250	Confiscation of construction foreman’s ID
	2 <sup>nd</sup> offense – P500	Confiscation of construction foreman’s ID
	3 <sup>rd</sup> offense – P1,000	Stop Construction and ban from entering
2. Stockpiling on vacant lots without permission form HOLIDAY and/or HOVHAI	1 <sup>st</sup> offense –P250	Confiscation of construction foreman’s ID
	2 <sup>nd</sup> offense – P500	Confiscation of construction foreman’s ID
	3 <sup>rd</sup> offense – P1,000	Stop Construction and ban from entering

3. Clogging of drain utility line due to stockpiled materials	1 <sup>st</sup> offense –P500	Confiscation of construction foreman’s ID
	2 <sup>nd</sup> offense – P1,000	Confiscation of construction foreman’s ID
	3 <sup>rd</sup> offense – P2,000	Stop Construction and ban from entering
4. Unauthorized use of ID (false identity), illegal gambling, & disregarding curfew hours	1 <sup>st</sup> offense – P100 per person -P1,000 per Lot Owner	Confiscation of construction ID and one (1) week ban
	2 <sup>nd</sup> offense –P200 per person P3,000 per Lot Owner	Confiscation of construction /foreman’s ID and one month ban
	3 <sup>rd</sup> offense – P300 per person - P1,000 per Lot Owner	Confiscation of ID and ban from entering
Vandalism	1 <sup>st</sup> Offense – P100 per person P1,000 per Lot Owner	Clean vandalized area and one (1) week ban
	2 <sup>nd</sup> offense – P250 per person -P2,500 per Lot Owner	Ban from entering

HOLIDAY and/or HOVHAI reserves the right to impose the maximum fines and penalties in the event of failure or refusal, or both, by the Lot Owner to implement corrective measures required by HOLIDAY or HOVHAI even if it is the first or second offense only or in the event that construction personnel or workers fail or refuse, or both, to abide by the directives of HOLIDAY or HOVHAI.

Fines and penalties are subject to change without prior notice.

## **PRESIDENTIAL DECREE 957**

Section 18. MORTGAGES. No mortgage of any unit or lot shall be made by the owner or developer without prior written approval of the Authority. Such approval shall not be granted unless it is shown that the proceeds of the mortgage loan shall be used for the development of the condominium or subdivision project and effective measures have been provided to ensure such utilization. The loan value of each lot or unit covered by the mortgage shall be determined and the buyer thereof, if any, shall be notified before the release of the loan. The buyer may, at his option, pay his installment for the lot or unit directly to the mortgagee who shall apply the payments to the corresponding mortgage indebtedness secured by the particular lot or unit being paid for, with a view of enabling said buyer to obtain title over the lot or unit promptly after full payment thereof.

Section 23. NON-FORFEITURE OF PAYMENTS. No installment payment made by a buyer in a subdivision or condominium project for the lot or unit he contracted to buy shall be forfeited in favor of the owner or developer when the buyer, after due notice to the owner or developer, desists from further payment due to the failure of the owner or developer to develop the subdivision or condominium project according to the approved plans within the time limit for complying with the same. Such buyer may, at his option, be reimbursed the total amount paid including amortization interests but excluding delinquency interest, with interest thereon at the legal rate

Section 24. FAILURE TO PAY INSTALLMENTS. The right of the buyer in the event of his failure to pay the installments due for reasons other than the failure of the owner or developer to develop the project shall be governed by Republic Act No. 6552.

Section 25. ISSUANCE OF TITLE. The owner or developer shall deliver the title of the lot or unit to the buyer upon full payment of the lot or unit. No fee except those required of the registration of the deed of sale in the Registry of Deed, shall be collected for the issuance of such title. In the event a mortgage over the lot or unit is outstanding at the time of the issuance of the title to the buyer, the owner or developer shall redeem the mortgage or the corresponding portion thereof within six months from such issuance in order that the title over any fully paid lot or unit may be secured and delivered to the buyer in accordance herewith.

Section 26. REALTY TAX. Real estate tax and assessment on a lot or unit shall be paid by the owner or developer without recourse to the buyer for as long as the title has not passed by the buyer; Provided, however, that if the buyer has actually taken possession of and occupied the lot or unit, he shall be liable to the owner or developer for such tax and assessment effective the year following such taking of possession and occupancy.

Section 27. OTHER CHARGES. No owner or developer shall levy upon any lot or unit buyer a fee for an alleged community benefit. Fees to finance services for common comfort, security and sanitation may be collected only by a property organized homeowners' association and only with consent of a majority of the lot or unit buyers actually residing in their community development.

Section 30. ORGANIZATION OF HOMEOWNERS' ASSOCIATION. The owner or developer of a subdivision project or condominium project shall initiate the organization of a homeowners' association among the buyers and residents of the project for the purpose of promoting and protecting their mutual interest and assist in their community development.

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Section 24. REGISTRATION OF CONVEYANCES. Sales or conveyances of the subdivision lots and condominium units shall be registered within 180 days from execution thereof by the seller with the Register of Deeds of the province or city where the property is situated to Section 17 of the Decree. Except as may otherwise be provided for by law the Commission may in appropriate cases cause the Register of Deeds to cancel registration, entries or annotations on titles made on this regard.

Section 30. IDENTIFICATION OF LOT SUBJECT OF SALE. The owner or dealer of a subdivision project shall attach to and which shall form part of the sales document of any lot, a sketch plan clearly showing the area, boundaries and dimensions of the lot in relation with the block and the whole project, as well as the location of the project in relation with public roads and other landmarks, to be certified by a licensed geodetic engineer and signed by the seller and buyer.

Section 31. BROKER/SALESMAN AS WITNESSES TO SALES. The Broker of salesman who negotiated the sale of a subdivision lot or condominium units shall act as one of the witnesses to the sales document with an indication of his Certificate of Registration number and renewal date. If the sale was directly made by the owner or dealer, that fact must be so stated on the sales document.