**DECLARATION OF RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Restrictions (“DOR”) is made and executed by:

**RAYVANES REALTY CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at Paliparan I, Dasmariñas City, Cavite, represented herein by its **Chief Operations Officer**, **Adrian C. Cantor**, pursuant to the Secretary’s Certificate hereto attached as **Annex “A”** (hereinafter referred to as “DECLARANT”);

WITNESSETH:

WHEREAS, the DECLARANT is the developer of a socialized housing project, **${project\_name}** (the “Subdivision”), located in **${project\_address};**

WHEREAS, the DECLARANT has entered into a project initiative with Joy~Nostalg Solaris, Inc. (“Solaris”) for the installation, operation and maintenance of solar panels on the roofs of the Units in the Subdivision for the purpose of electricity generation (“Solar Project”);

WHEREAS, the DECLARANT desires that all Homeowners, assignees, occupants and any and all persons hereafter acquiring any interest in the Subdivision and the housing units (“Unit/s”) therein shall at all times enjoy the benefits of, and shall hold, their interest subject to the obligations imposed by the covenants, easements, and restrictions established herein below;

WHEREAS, each Homeowner, upon purchase of a Unit, agrees to become an automatic member of the Homeowners’ Association (“Association”) in the Subdivision, conform to the provisions of this DOR, respect the rights of the DECLARANT or its assignee over the roofs of the Units, protect the solar panels and appurtenances installed on the roofs of the Unit, and abide by the rules and regulation laid down by the DECLARANT/Association in the interest of sanitation, security aesthetics and general welfare of the Subdivision community;

NOW, THEREFORE, the DECLARANT hereby declares that the Units in the Subdivision, as well as the common areas, facilities and amenities in the Subdivision, shall be held, conveyed, encumbered, used, sold and improved in accordance with and subject to the following limitations, conditions, restrictions and easements, which shall run with the land and attach to the Units, common areas and facilities, and shall be binding upon all owners, their successors and assigns, and all parties acquiring any right title or interest in or to any part of the Subdivision:

1. **HOMEOWNERS’ ASSOCIATION**
   1. The DECLARANT shall initiate the organization of a homeowners’ association among the homeowners of the Subdivision for the purpose of promoting and protecting their mutual interest and assist them in their community development.
   2. Each Homeowner is an automatic member of the Association. For purposes of membership in the Association and the exercise of rights and privileges appurtenant to such membership, the DECLARANT shall be considered the owner of all Units registered in its name and shall have the right to cast as many votes as there are units under the DECLARANT’s name until such time that title to the units has been transferred to a buyer. The DECLARANT shall appoint its representative to exercise the rights and privileges of a member of the Association.
   3. The Homeowner shall have the following duties, obligations and/or responsibilities:
      1. The Homeowner shall comply with all laws, ordinance and regulations regarding sanitation and safety, and all others which the Department of Health or any other agency of the Government, either local or national, has promulgated or may hereafter promulgate for the protection of the public.
      2. Abide and comply with this DOR and such other rules and regulations as may be implemented by the DECLARANT or the Association within the Subdivision.
      3. Pay the dues, fees, assessments and other charges that may be imposed by the DECLARANT or the Association. The obligation to pay such shall commence on, the earlier of: (a) execution of the Contract to Sell or; (b) incorporation of the Association and every month thereafter. The said dues and assessments shall constitute a lien on the Unit.
      4. Notwithstanding any provision state herein, the DECLARANT shall be exempted from any dues, fees, assessments and other charges that may be imposed to and collected from an Association member.
      5. The Association shall be solely responsible for waste or garbage disposal, including the implementation of laws, ordinances, rules and regulation pertaining to waste or garbage disposal, coordination with the local government for the proper collection of waste and garbage, and other matters pertaining proper waste management. Upon turnover of the management and operation of the community facilities and common areas in the Subdivision, the Association shall also be responsible for the compliance with the conditions indicated in the Environmental Compliance Certificate issued for the Subdivision.
   4. Pending the turnover of the utilities for water supply, street lighting, roads, drainage and landscape parks, playgrounds and others facilities and amenities as indicated in Section 5 hereof, the Association shall conduct its affairs and activities in accordance with the proper operation, maintenance, regulation and enforcement rules of the Association, as well as the provisions of this DOR, subject however, to the control and supervision of the DECLARANT.
   5. Prior to the turnover of the administration and management of the community facilities and amenities in the Subdivision to the Association as provided under Section 5.2 hereof, the DECLARANT, through the Association, shall have the power to determine the amount of and collect the dues, fees and other assessments for the maintenance of the Subdivision.
      1. Upon turnover of the administration and management of the community facilities and amenities of the Subdivision to the Association, the power to collect and determine the amount of dues and fees shall belong to the Association’s Board of Trustees: *Provided*, that any increase of any dues and fees or the imposition of additional dues and fees by the Board of Trustees shall not be valid and binding without the prior approval of the majority of the members of the Association.
      2. The collection of dues and fees may be delegated to the designated property manager of the Subdivision. The property manager shall have the responsibility and obligation to account for the amount collected and to remit the same to the Association.
   6. *Penalties for delinquency in payment of dues, fees and other obligations:*
      1. The following penalties, in addition to such other penalties and liabilities as may be provided in this DOR, shall be imposed upon any Association member who has been declared delinquent and while under such delinquent status, the Homeowner and other occupants of his/her Unit shall be subject to the follow penalties:
2. Disqualification from participating in activities of the Association, from casting votes in an election or any matter requiring the votes of the Association members, and from holding any appointive or elective office in the Association;
3. Disallowance or suspension of use of any community facilities and amenities of the Subdivision;
4. Disconnection of water line and other utilities without need of court order;
5. Disallowance or suspension of availment of services for security, sanitary, and maintenance, including but not limited to, garbage collection and unimpeded ingress or egress through the gates of the Subdivision.
   * 1. The above penalties shall likewise apply to any Homeowner or buyer who fails to pay monthly loan amortizations to the Home Mutual Development Fund (Pag-IBIG Fund), National Home Mortgage Financing Corporation, and/or other financial institutions, with respect to the Homeowner or buyer’s housing loan for the purchase of a Unit in the Subdivision.
     2. In addition, the delinquent Homeowner’s rights and privileges to use the facilities or to avail the services or utilities provided to residents of the Subdivision, including unimpeded ingress and egress through the gates of the Subdivision or regular collection of garbage, shall also be suspended and/or curtailed. This Section shall also be applicable in case of breach by the Homeowners or their assignees of the provisions pertaining to the Solar Project.
6. **USE AND OCCUPANCY OF THE UNIT** 
   1. Each Unit in the Subdivision is being sold at a price ${ntcp\_in\_words} PESOS (PHP ${net\_total\_contract\_price}). The Homeowner shall shoulder the Incidental Cost in the amount of Fifty Thousand Pesos (P50,000.00).
   2. The Units shall not be used for illegal, immoral, or hazardous trade or activity.
   3. All Units purchased as “House and Lot” shall be used solely for residential purpose which will have integrated solar roof panels as stated in Section 2.10 hereof. All unit purchased as “Lot only” may be allowed for any construction, subject to approval by DECLARANT or the Association.
   4. Lots or Units allowed for commercials purposes, as approved by the DECLARANT or the Association, may be used in any commercial activity except, but not limited to, the following: machine shop, iron/tinsmith, vulcanizing, junk shop, car wash, funeral parlors, fish/poultry, chemical manufacture and retail, fireworks store, wet market, pet shops, cockpit, bar or beerhouse, and/or other similar commercial activities that will generate heavier volume of traffic, obstruct smooth passage of vehicles, generate large volume of debris and waste that can eventually cause silting of drainage lines and cause flooding, fire and hazard to health, as well as, destroy the reputation and well-being and endanger the security safety of the homeowners.
   5. Any violation under this Section shall render the Homeowner concerned liable for fines as may be determined by the DECLARANT and/or the Association. Operation or conduct of business activities not allowed by this DOR, or those that may hereafter be prohibited by the DECLARANT and/or the Association, or those operating in violation of this DOR and other regulations of the DECLARANT or the Association, may be closed or terminated by the DECLARANT or the Association. In addition, the Homeowner concerned shall, at his/her expense and without right to reimbursement, dismantle, uninstall or remove any structure, object or materials used for or related to the prohibited activity.
   6. The Homeowner shall, under no circumstances, allow or subdivide the Unit lot to be used as an access of Right-of-Way to any adjacent or adjoining property outside the Subdivision whether belonging to the Homeowner or any other person. In case of violation, the DECLARANT is authorized to block access or refuse Right-of-Way to the other properties.
   7. The Unit and with all the improvements shall not be sold, leased, subleased, encumbered, and/or assigned by the Homeowner to any party without the written consent of the DECLARANT pending full payment of the purchase price for the Unit. Further, subsequent transfer, conveyance, lease, sublease, encumbrance or assignment will be deemed invalid or void if the transferee, lessee, assignee or any person acquiring right on the Unit will not accept or conform to the provisions of this DOR or violate the usufruct granted by the original homeowner in favor of the DECLARANT.
   8. Every homeowner shall admit into the premises of the Unit any of the DECLARANT’s representative and/or public utility provider to inspect install or disconnect lines for light, telephone or water and other like facilities for such unit or any other adjacent unit, roads or facilities, including representatives or personnel of Solaris in case of repairs, maintenance and other activity involving or pertaining to the solar roof panels and appurtenant facilities. The Unit shall be subject to a perpetual easement of right-of-way for this purpose.
   9. The foregoing restrictions shall not be applicable to the DECLARANT.
   10. *The Solar Project:* 
       1. The Homeowner shall grant in favor of the DECLARANT the exclusive use and enjoyment of the rooftop of the Unit he/she owns for the purpose of installing, operating and maintaining solar panels and other related components or equipment. In consideration of the rights granted by the Homeowners under this Section, the DECLARANT shall pay each Homeowner the amount of Fifty Thousand Pesos (P50,000.00).
       2. The rights granted to the DECLARANT under Section 2.10.1 hereof, as well as the terms and conditions under this DOR pertaining to the Solar Project, shall be valid and effective for fifty (50) years from the date of loan takeout or full payment of the Units, whichever comes first, and is renewable at the option of the DECLARANT, or its assignee.
       3. The DECLARANT shall have the right to assign to Solaris the rights granted under Section 2.10.1 hereof, subject to the terms and conditions provided in this DOR pertaining to the Solar Project. For and in consideration of the assignment to Solaris by the DECLARANT, Solaris shall pay the DECLARANT the amount of Fifty Thousand Pesos (P50,000.00). On the other hand, the DECLARANT shall pay Solaris marketing fee in the amount of Fifty Thousand Pesos (P50,000.00) in consideration of the added benefits to the Subdivision, the Units and the Homeowners by reason the Solar Project, contributing to the marketability and saleability of the Subdivision and the Units.
       4. The implementation of the Solar Project shall be governed by the following terms and conditions:
7. The solar roof panels shall be maintained by the DECLARANT, or its assignee, on the roofs of the Units for the term provided in Section 2.10.2.
8. The agents, contractors, authorized representatives, assignees or employees of the DECLARANT, or its assignee, shall have exclusive and perpetual access to the roof of the Unit, including, but not limited to, installing, operating and maintaining the solar panels and appurtenances strictly for purposes of electricity generation.
9. The DECLARANT, or its assignee, will be allowed by the Homeowner to make an inventory of the properties included on the rooftop of the Unit upon reasonable hours of the day, containing a description of the conditions of the immovables involved. The inventory shall be acknowledged by the Homeowner.
10. The DECLARANT, or its assignee, shall have full and uninterrupted access over the rooftop of the unit, within reasonable hours of the day, and in any other hours of the day if there is an emergency which must be addressed immediately.
11. For Sections 2.10.4 (b), (c), and (d) , prior notice and coordination will be given to the Homeowner, but in case of emergency notice shall only be to the extent practicable and reasonable, with the objective of preventing more harm or damage.
12. Except the solar roof panels and appurtenances, and without prejudice to Solar Project operations, the Homeowner may sell, dispose, mortgage, encumber, transfer, assign, lease, tolerate the use by a third party, or use as collateral for their economic venture, the Unit or any portion thereof during the lifetime of the Solar Project, subject to written notice to and conformance by the DECLARANT, or its assignee.
13. The roof of the Unit shall not be altered, nor shall any works be done or dispositions made that may damage, impair or prejudice the solar panels or their appurtenances.
14. The DECLARANT, or its assignee, will be responsible for maintaining the cleanliness and good repair of the solar rooftop panels, at no cost to the Homeowner. All other areas of the unit shall be the responsibility of the Homeowner.

The Homeowner shall notify the DECLARANT, or its assignee, of any act of a third person or incident, of which he/she may have knowledge, that may be prejudicial to the Solar Project. Should the Homeowner fail to notify such fact and this results or causes the solar panels being unable to operate, the DECLARANT, or its assignee, may claim damages from the Homeowner.

1. The DECLARANT, or its assignee, may provide, introduce and/ or maintain proper infrastructures and other facilities, should there be any need, that shall make the Solar Project sustainable and viable.
2. The Homeowner shall only be liable for the real property taxes accruing on the Unit, excluding the improvements introduced in relation to the Solar Project. The real property tax on the Solar Project, including improvements on the solar rooftop, shall be the responsibility of the DECLARANT, or its assignee.
3. The provisions of this Section 2.10.4 and its subsections shall be binding upon the Homeowner, including any subsequent owner, transferee, lessee, assignee or person acquiring right over the Unit, as well as the Association and its assignee or successor-in-interest. The Homeowner may assign his/her rights under this Section with written consent of the DECLARANT, or its assignee, and with due notice to the Association.
4. The Homeowner, either individually, collectively or through the Association, agrees not to undertake any step to prejudice, interrupt, stop, or otherwise restrict the smooth and effective operation and maintenance of the Solar Project.
5. **MAINTENANCE OF UNIT AND SORROUNDINGS** 
   1. The Homeowner shall not allow garbage and trash accumulate in and about his/her Unit. It shall be Placed and kept in covered sanitary containers where it is not visible from any neighboring Unit except for a reasonable time, prior to or after pick-up as required by the disposal service and by the DECLARANT. No part of the subdivision shall be used or maintained as dumping ground or rubbishy, trash garbage or other materials.
   2. The Unit shall not, in any circumstance, be used for business that deal with construction materials like galvanized iron sheets, lumber, nails, Paints, gravel, sand and hollow blocks and other from construction materials, subject to Section 2.3 hereof.
   3. The storage of highly combustible of dangerous materials like gasoline, helium, gunpowder, explosives, etc. is strictly prohibited in and outside the Unit and/or any portion of the subdivision.
   4. No farm animal such as, but not limited to, swine, goat, sheep, poultry, or fowl, as well as wildlife animals, shall be allowed within the Unit. Such are not only nuisance to adjacent units but also poses health hazards to other homeowners.
   5. No power generators or any equipment that may cause noise or disturbance shall be allowed except upon prior written approval of the surroundings neighbors and the DECLARANT.
   6. No clothing laundry or wash shall be aired or hanged in any portion of the lot that can be viewed from the roads
   7. The inner roads may be utilized by the Homeowner for parking, provided that the parking is done only on one side of that inner road.
   8. No existing tree(s) or shrub, either ornamental or fruit bearing, and whether found within or outside the Unit, shall be cut down, moved, damaged or injured nor shall it be relocated or transferred by the Homeowner without the written approval of the DECLARANT or its assignees.
   9. No Homeowner shall be allowed to take, quarry or remove any soil, rock, stone or any other matter from the land or other lot in the Subdivision, or undertake any work inimical to its general interest.
   10. No other activities shall be conducted in the rooftop of each unit other than for electricity generation purposes through the Solar Project.
6. **BUILDING OF STRUCTURES OR EXTENSIONS**

For the guidance of the HOMEOWNER, certain fundamental construction restrictions are imposed as follows, to the extent that it will not affect the structural integrity of the Unit and the Solar Project:

4.1 No improvements, construction, alteration and renovation may be undertaken affecting the solar roof panels and their appurtenance, and without the approval of the DECLARANT. Construction permits must likewise be secured from the local government unit prior to any construction. Failure of the HOMEOWNER to secure the consent of the DECLARANT will not allow the unit owner to proceed with his/her construction, renovation or repairs, despite the existence of a construction permit issued by the municipality.

4.2 Construction of extension and/or improvements such as fence, additional wall/floors, terrace and the like using bamboo, sawali, dried trunks, or stem of plants, tarpaulin, nipa, anahaw, coconut shingles and other similar materials shall not be allowed.

4.3. All walls, including the walls dividing the residential units, are common walls shared as structural division for adjoining properties. Repairs, alterations or modification of such walls are strictly prohibited without the joint legal consent of the adjoining properties. In the event that such Improvements cause leaks, and destruction of walls, the Homeowner responsible for repairs, alteration or modification shall solely be liable and should rectify the reported complaint within five (5) days upon receipt of such complaint from the adjacent homeowner.

4.4. All other improvements that will, in any manner, undermine the structural integrity of the unit or any part thereof, such that it may pose risk of damage or harm to the house, the occupants, or to the solar panels and appurtenances, shall not be allowed.

4.5 The Homeowner is not allowed to introduce improvements that would involve demolition of the entire Unit, or chipping-off of any part of any wall of a binary type of housing unit, or damage the solar roof panels and their appurtenances.

4.6 No Homeowner shall do any act or construct any improvement which would interfere with, impair, alter, remove, or any manner affects the drainage/sewer lines or/and with any other facilities/amenities lines initially installed/constructed by the DECLARANT without the written approval of the DECLARANT.

4.7 No barbeque pit, food stand, signage, and other forms of additional structures such as roof eaves and fences shall be allowed to abut beyond the property line of the Unit.

4.8 Major and/or minor construction, alteration improvements as defined in the turn-over papers/agreement with the DECLARANT shall be done in accordance with the following restrictions, whenever applicable, and upon full payment of the corresponding construction bond:

1. No construction shall be done that shall damage nor impede the operation and maintenance of the solar panels and appurtenances installed on the roof of the Unit.
2. Dumping or storing construction materials (i.e. gravel, lumber, concrete hollow blocks, sand etc.) excavated materials stockpile, excess or scrap materials, litter or garbage shall be strictly prohibited outside the property boundary of the Homeowner.
3. Stockpile, waste, excess and scrap materials must be hauled out on a regular basis to avoid accumulation within the site. All other waste or discarded materials shall be properly stored and disposed of.
4. Using the streets, sidewalks, gutter, adjacent lot/house as work areas to mix mortars, concrete or similar materials, carpentry or fabrications works is not allowed.
5. Structure(s) to be built shall be strictly within the boundary line of the Homeowner’s Unit and shall not encroach, whether temporary in nature or not, the Subdivision’s planning strip, roads, open spaces, easements, perimeter fence and like including the adjacent properties.
6. The DECLARANT reserves the right to demolish any structure(s) that is/are not approved by the DECLARANT or violative of any of the herein provision(s). Expenses on which shall be borne and paid for the Homeowner.
7. The construction deposit bond shall be used to defray the expenses incurred in the rectification of any violation committed by the homeowner and/or shall be forfeited as penalty for the same. If the construction deposit bond is not enough to cover the same, the DECLARANT has the right to collect the balance from the Homeowner. No construction materials shall be allowed to entry unless the Homeowner shows proof of construction permit duly issued by the DECLARANT or its assignee, and the Homeowner is updated in his/her payments of monthly amortizations or that the Homeowner has not been declared delinquent.
8. **OPEN SPACES, COMMUNITY FACILITIES AND UTILITIES** 
   1. As provided under Batas Pambansa (“B.P.”) Blg. 220 and its implementing rules and regulations, the DECLARANT shall have the right to turn over and donate to the Local Government Unit (“LGU”) the roads, street walks, parks and playgrounds, alleys and open spaces in the Subdivision to the LGU, excluding the open spaces and areas where the appurtenances, equipment, and facilities necessary for the operation of the Solar Project are constructed and installed, as well as the open spaces and common areas where the equipment and facilities of public utilities (water, electricity, telecommunication, internet, cable., etc.) operating in the Subdivision are located.
   2. Administration and management of community facilities and amenities may be granted to the Association at the option of the DECLARANT. The operation of the water system may be assigned, conveyed or transferred by the DECLARANT to any third-party water service provider without the need of consent from the homeowners or the Association. Reasonable fees approved by the National Water and Resources Board (NWRB) may be collected from the homeowners for the supply of water to the Units.
   3. The Homeowner agrees to the exercise and enforcement by the DECLARANT of its rights under Sections 5.1 and 5.2, and no consent or conformity, in whatever form, shall be needed from the Homeowner in the exercise and enforcement of the said rights by the DECLARANT.
   4. The DECLARANT shall have the sole option and discretion to select the utility manager, operator, and provider in the Subdivision, and for this purpose, may enter into such agreement with any utility provider. Every Homeowner or any person occupying a Unit shall be bound by such agreement between the DECLARANT and the utility provider.
   5. Utilities tapping into any utility line shall be effected only by or under authority or permit of the DECLARANT.
9. Booster Pump for a Unit that is directly connected to the water main shall not be allowed. However, booster pump may be installed to draw water from ground storage tank of adequate capacity supplied by natural pressure from the water main, with the consent of the DECLARANT or the water service provider.
10. No Homeowner shall be allowed to install any drainage line outside his/her Unit and/or make any connection with the main drainage system including the water meter and/or PAMPANGA ELECTRIC COOPERATIVE INC.(PELCO) posts, guy wire and electric meter without written approval from the DECLARANT and PAMPANGA ELECTRIC COOPERATIVE INC.(PELCO) curb and gutter is not allowed
11. Homeowner shall not be allowed to relocate tamper with, alter any part of the drainage/sewer line system, water line system including the water meter and/or PAMPANGA ELECTRIC COOPERATIVE INC.(PELCO) posts, guy wire and electric meter without the written approval from the DECLARANT and PAMPANGA ELECTRIC COOPERATIVE INC.(PELCO) respectively.
    1. It is the sole responsibility of the Homeowner to transfer the location of the water meter to a place that can readily be accessible meter readers.
    2. Once installed by the DECLARANT it shall be the sole responsibility of the Homeowner to protect his/her water meter against tampering or destruction.
    3. Open spaces, parks and playgrounds and other community amenities are common places provided for all residents of the Subdivision, and their use shall be strictly limited for what they are intended for. No homeowner shall be allowed in any manner to put-up structure and/or occupy in whatever nature the open spaces, parks and playgrounds for individual gain and/or benefit.
    4. Construction of humps or any form of obstruction or barrier, as well as, basketball court/s outside of the property line of the particular unit or within the roads and alleys not allowed.
12. **Penalties for Illegal Acts**
    1. Any buyer, homeowner, registered resident or authorized occupant of a Unit who has committed any illegal, immoral, nuisance or hazardous act as defined by law or by the rules and regulations issued by the DECLARANT or the Association, notwithstanding that no case has been filed against the perpetrator, may forever be barred from the Subdivision premises through a notice from the DECLARANT, or the resolution by majority of the Board of the Association, or upon petition by thirty percent (30%) of the homeowners with right to vote and in good standing.
    2. The petition of the homeowners shall be submitted to the President of the Association, or any authorized representative of the Association, who shall issue a notice to the buyer, homeowner, registered resident or authorized occupant within three (3) days from the time of submission of the petition.
    3. In case of a resolution by the majority of the Board, the Board shall immediately send a notice to the concerned buyer, homeowner, registered resident, or authorized occupant within twenty-four (24) hours from the issuance of the resolution or at the soonest possible opportunity to send notice.
    4. If the concerned buyer, homeowner, registered resident, or authorized occupant cannot be located or is not present in the Subdivision premises, the notice shall be sent via mail or courier to his/her other known address. In such case, the notice shall be deemed received within fifteen (15) days from the time of mailing.
    5. In addition to the other penalties provided under this Contract on default, cancellation, termination of contract and ejectment, as well as this DOR, Village Rules and Regulations and other issuances by the DECLARANT and/or the Homeowners’ Association, the buyer, homeowner, registered resident, or authorized occupant who has been barred from the Subdivision premises shall suffer the following penalties or consequences:
13. He/she shall forever be barred from entering the premises of the Subdivision;
14. He/she shall not be allowed to personally access his/her Unit and to retrieve any property found in the Unit or in the Subdivision premises without proper clearance from and permission by the DECLARANT or the Association;
15. He/shall be ejected from his/her Unit and must immediately vacate the same without need of demand. This notwithstanding, he/she shall have the right to dispose his/her Unit within sixty (60) days from notice of being barred. In case he/she fails to dispose of his/her Unit, the DECLARANT is hereby given special power to dispose the Unit and all its contents. The DECLARANT may likewise acquire such Unit at its option. The ejectment and disposal of the Unit shall be without prejudice to the settlement of whatever liability chargeable to the Unit or the owner, such as but not limited to, monthly amortization, association dues, and other fees and charges.
16. **Perpetual Right of Access and Easement, and Use of Amenities, Facilities and Drainage**
    1. The Homeowner agrees and recognize that the DECLARANT, its authorized representatives, successors, assigns, affiliates, sister companies, partners, and/or such other persons or entities authorized by the DECLARANT, including the homeowners, unit owners or residents of any new or existing development project adjoining, contiguous or proximate to the Subdivision, which are owned and developed by the DECLARANT, its successors, assigns, affiliates, sister companies, or partners, shall have a right of perpetual access and other easements through or on the Subdivision or any part thereof pursuant to this DOR.
    2. In addition, the amenities, facilities, drainage and other easements that may be found on the Project, shall be available for the use, enjoyment and access by the DECLARANT, its authorized representatives, successors, assigns, affiliates, sister companies, partners, and/or such other persons or entities authorized by the DECLARANT, including the homeowners/unit owners/residents of any new or existing development project adjoining, contiguous or proximate to the herein Project.
    3. Whenever the DECLARANT, its authorized representatives, successors, assigns, affiliates, sister companies, partners, the homeowners/unit owners/residents of any new or adjacent development project, and any person or entity authorized by the DECLARANT, shall exercise the rights referred to in the next preceding paragraphs, the Homeowner agrees that it will not oppose the said exercise of such rights. Accordingly, no written consent or conformity is needed from the Homeowner.
17. **Project Expansion, Annexation**
    1. From time to time, the DECLARANT shall have the right to acquire, develop and improve adjacent real properties to the Subdivision for the purpose of incorporating them into the Subdivision without the necessity of seeking prior approval from the Association.
    2. All existing memoranda of agreement entered into by the DECLARANT on any right-of-way, easements or usage shall be honored for the entire life of this DOR and/or the Subdivision.
18. **Right of DECLARANT to Expand, Re-Design and Re-Develop Project, Unsold Lots, Undeveloped Roadways**

Subject to the approval of appropriate government agencies, nothing in this DOR shall limit the rights of the DECLARANT to expand, re-design and re-develop the Subdivision or any unsold lots or undeveloped roadways within the Subdivision or to utilize any roadways, utilities, facilities, for purposes of its expansion/alteration/improvement.

1. **GENERAL PROVISIONS**
   1. *Period of Restrictions.* The restrictions of this DOR shall run with land and the Unit erected thereon, and shall bind the owners, their legal representatives, heirs, grantees, assigns, successors for a term of fifty (50) years from the date this DOR is recorded pursuant to Section 10.5 hereof, except for the restrictions set forth under Section 2 hereof which are permanent and perpetual: *Provided further that,* for the Solar Project, the period of restriction shall mean to refer to Section 2.10.2 herein.
   2. *Enforcement of Restrictions.* The DECLARANT, its assignees, successors and/or their authorize representative shall have the right, during reasonable hours of the day upon due notice to enter and inspect any property, to ascertain compliance with all restrictions, subject to Section 2.10.4(e) hereof.
   3. *Imposition of Penalties Due to Breach.* The restrictions may be enjoined and/or enforced by the DECLARANT, its assignee, corporate-successors and/or their authorized representative at any time. In the event of any violation of the herein restrictions and/or delinquent payment of fees imposed whatever nature, the DECLARANT, its assignee, corporate successors and/or their authorized representatives reserve the right to impose penalty and/or resort to other remedies provided herein.
   4. *Use of Unit for Illegal Means.* The Homeowner shall not use the unit for any unlawful or illegal act, or for any other purpose which may prejudice the implementation and operation of the solar panels and the Solar Project.
   5. *Annotation.*It is understood that this DOR shall be annotated on the titles of the Unit and shall run with the land and attach to the Units, common areas and facilities, and shall be binding upon all owners, their successors and assigns, and all parties acquiring any right title or interest in or to any part of the Subdivision. To this end, the Homeowner shall assist the DECLARANT for the purpose of recording of this DOR with the Registry of Deeds.
   6. *Notice to Transfer.* Not later than five (5) days after the sale or transfer of any Unit under circumstances whereby the transferee becomes the owner thereof and in accordance with the rules and policies of the DECLARANT and its assignee, the transferee shall notify the DECLARANT in writing of such sale and transfer. Unless and until the DECLARANT receives such notice, it shall not be required to recognize the transferee for any purpose. Prior to receipt by the DECLARANT of any notification of transfer/sale made, any and all communication required or permitted to be given by the DECLARANT shall be deemed to have been duly given to the transferee.
   7. *No Liability on Financial Institutions.* The Home Development Mutual Fund and other financing institutions extending housing loan for the purchase of the Units in the Subdivision shall be free and harmless from any liability and complaint from the Homeowners in connection with the implementation or operation of the Solar Project. In case of any complaint, RAYVANES or Solaris shall immediately address the complaint and coordinate with the concerned Homeowner for proper action.
   8. *Place of Dispute.*In case of breach of any terms of this DOR, dispute and/ or litigation arising from this agreement, the venue of actions shall be filed in the proper courts of Pasig City, to the exclusion of all other courts.
   9. *Amendments.* Unless hereafter assigned or delegated, the DECLARANT shall have the unilateral right to amend this DOR.
   10. *Severability.* Should any provision or portion of this DOR be declared invalid or in conflict with any law, the validity of all other provision and portions thereof shall remain unaffected and in full force and effect.
   11. *Headings.* The headings used in this DOR are for convenience only and are not to be used to interpret the meaning of any of the provisions of this DOR.
   12. *Interpretation.* In case of conflict in the interpretation of these restrictions, the interpretation of the DECLARANT shall prevail.

IN WITNESS WHEREOF, the DECLARANT’s authorized representative has hereunto affixed his signature this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

**RAYVANES REALTY CORPORATION**

*Declarant*

By:

**Adrian C. Cantor**

Chief Operations Officer

*BUYER’S CONFORMITY*

This is to certify and attest that I/we have read and understood the contents of the foregoing Declaration of Restrictions, which was recorded before the Registry of Deeds and annotated on the Transfer Certificates of Title covering the housing units in**, ${project\_name}**

Further, I/we are fully aware of the legal implications and consequences of the terms and conditions stated in the Declaration of Restrictions. As such, I/we shall abide and comply with all the provisions stated in the said Declaration of Restrictions, and will assume and answer for any damage or liability in case of breach.

I/we have signified our conformity to the Declaration of Restrictions freely and voluntarily, without any coercion, threat or influence from any person.

IN WITNESS WHEREOF, I/we have hereunto affixed our signature this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

Buyer: Spouse:

**${buyer\_name} N/A**

Lot **${lot}**, Block **${block}**

*Signed in the presence of:*

**${witness1}** **${witness2}**

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

Pasig City, Metro Manila ) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared the following individuals presenting their respective competent evidence of identity:

|  |  |  |
| --- | --- | --- |
| NAME | VALID GOV’T.-ISSUED ID | ISSUANCE/VALIDITY DATE |
| RAYVANES REALTY CORPORATION | TIN: 010-798-322-000 |  |
| ${buyer\_name} | TIN: ${buyer\_tin} |  |
| ${buyer\_spouse\_name} | ${spouse\_tin\_with\_label} |  |

who are known to me to be the same persons who executed the foregoing instrument, and acknowledged to me that the same is their free and voluntary act and deed, and of the Corporation represented.

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

**NOTARY PUBLIC**

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