



DEED OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Restrictions ("Deed") is made and entered into by and between:

RAEMULAN LANDS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at The Club House, Pacific Parkplace Village Governor's Drive, Barangay Paliparan I, Dasmariñas City, Cavite, represented herein by its Chief Operating Officer, MICHAEL S. NGO (hereinafter referred to as "DEVELOPER");

-and-

RENE MARAVELIS TEJICO, of legal age, Filipino, Single and with postal address at **FRANCE ALIPIO COMPOUND KINGSPPOINT SUBDIVISION , BAGBAG, QUEZON CITY, METRO MANILA** (hereinafter referred to as "HOMEOWNER").

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of the subdivision project located at Naic, Cavite known as **PAGSIBOL VILLAGE 1** (the "Subdivision");

WHEREAS, for the purpose of enhancing the value, harmony and attractiveness of the Subdivision and every part thereof, the DEVELOPER intends to establish a common scheme and plan for the control of the Subdivision;

WHEREAS, the HOMEOWNER and/or his/her successor-in-interest agrees to become an automatic member of PAGSIBOL VILLAGE HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association") and abide by the rules and regulations laid down by the DEVELOPER/ASSOCIATION in the interest of sanitation, security, aesthetics and general welfare of the Subdivision;

NOW THEREFORE, the DEVELOPER hereby declares that the saleable house and lot (the "Unit") of the SUBDIVISION shall be held, conveyed, encumbered, used, sold and improved subject to the following limitations, conditions, restrictions and easements (the "RESTRICTIONS") which shall run with and attach to the Unit and shall be binding upon all Homeowners, their successors and assigns, and all parties acquiring any right title or interest in or to any part of the Subdivision:

1. HOMEOWNERS' ASSOCIATION

- 1.1 The DEVELOPER shall initiate the organization of a homeowners' association (the "Association") among the homeowners of the subdivision for the purpose of promoting and protecting their mutual interest and assist them in their community development. The Association or the local government unit, as the case may be, shall take over the responsibility of managing the common areas/facilities of the subdivision as may be donated/turned over by the DEVELOPER to the Association or the local government unit and undertake such projects and activities to promote general welfare of the members.
- 1.2 Every Homeowner, whether a natural or juridical person, shall be an automatic member of the Association. For purposes of membership in the Association, "Homeowner" shall refer to a member who may either be an Owner or a BUYER of a Unit in the Project. An "Owner" refers to one or more persons, who holds the registered title to any Lot. For purposes of membership to the Association and the exercises of rights and privileges appurtenant to such membership, the DEVELOPER shall be considered as Owner of all Lots registered in its name and shall have the right to cast as many votes as there are Lots under the DEVELOPER's name until such time that title to the Lots has been transferred to a buyer.
- 1.3 The Homeowner shall have the following duties, obligations and/or responsibilities:
 - 1.3.1 The Homeowner binds himself to comply with all laws, ordinances and regulations regarding sanitation and safety, and all other orders which the Department of Health or any other agency of the Government, either local or national, has promulgated or may hereafter promulgate for the proper protection of the public.
 - 1.3.2 The amount of Dues shall be specified by the DEVELOPER or Association and 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.
 - 1.3.3 The DEVELOPER, pending the complete turnover of the Common Areas to the Local Government Unit (LGU), and having the responsibility for the maintenance and upkeep of the Common Areas, shall be exempt from payment of Association dues or any fees that may be assessed or charged for the use of Common Areas.
 - 1.3.4 The DEVELOPER's exemption from payment of Association dues shall continue despite the turn over by the DEVELOPER to the Association of any part of the Common Areas or any facility of the subdivision project.

- 1.4 Membership in the Association shall not be transferable separately from the Unit to which it pertains and a transfer or conveyance of a Unit shall automatically include the transfer and conveyance of membership in the Association.
- 1.5 A Member of the Association is prohibited from withdrawing his interest in or membership from the Association, until such time he sells, conveys, or transfers his title/ownership (in Fee Simple) over the Unit. In such an event, the successor-in-interest shall at all times be bound by this Deed and other related documents.
- 1.5.1 There shall be only one (1) membership for each Unit.
- 1.6 Except as otherwise specified in the By-laws, the vote for each Unit shall be exercised by the Member. Members shall have one (1) equal vote for each Unit in which they hold title. There shall be only one (1) vote per Unit.
- 1.7 The Association, through its Board of Trustees ("Board"), shall be the entity responsible for the management, operation, administration, maintenance, operation and control of the Common Areas and all improvements thereon. Except as otherwise specifically provided herein or in the By-Laws, all costs associated with maintenance, repair and replacement of the Common Areas shall be a common expense to be allocated among all Units.
- 1.8 *Delinquent Members of the Association.* The Board, pursuant to the Contract executed by the HOMEOWNER for the Unit purchased, By-Laws, Village Rules and Regulations, Village Construction Guidelines, and other issuances adopted by the Association, may declare any Member delinquent on the following grounds:
- a) Default in the payment of Association Dues and various assessments specified in this Deed, the By-Laws, and other issuances of the Board, for a period of thirty (30) days from receipt of a written notice or demand. The list of delinquent members shall be posted in the bulletin board and such other conspicuous places designated by the Association for public notices;
 - b) Repeated violations of any provisions in the Articles of Incorporation, By-Laws, this Deed, Village Rules and Regulations, Village Construction Guidelines, and such rules and regulations promulgated by the Board; and
 - c) Exhibiting conduct detrimental or inimical to the best interest of the Association and Pagsibol Village community, in general.
- 1.9 The following penalties, in addition to such other penalties and liabilities as may be provided in this Deed, shall be imposed upon any Member who has been declared delinquent and while under such status:
- a) Disqualification from participating in activities of the Association, from casting votes in an election or any matter requiring the votes of Members, and from holding any appointive or elective office in the Association;
 - b) Disallowance/suspension of use of any facilities and amenities of the Project;
 - c) Disconnection of water line and other utilities without need of court order;
 - d) Disallowance/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 Project.
- 1.9.1 The above penalties shall likewise apply to any Member 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.
- 1.9.2 In addition, the delinquent Member's rights and privileges to use the facilities or to avail the services or utilities provided by the Association, including unimpeded ingress and egress through the gates of the Project or regular collection of garbage, shall be suspended and/or curtailed.
- 1.10 Subject to the DEVELOPER's superior right to enforce the terms of its contract with HOMEOWNERS of Units in the Project, the Association shall have the right to cause the sale of the Unit or the HOMEOWNER's rights thereon to satisfy any unpaid assessments under this Article and such right shall constitute a lien on the corresponding Lot. For the purpose of enforcing this lien, the Homeowner or HOMEOWNER hereby grants the DEVELOPER or Association and their respective duly authorized representatives an irrevocable special power of attorney with full power to cause the annotation of the lien under this paragraph in the title to the corresponding Lot. Such irrevocable special power of attorney also grants the DEVELOPER or Association to take hold of the Unit and any improvements thereon and sell the Unit and improvements or its rights thereon at a private sale or public auction upon failure to pay assessments. The DEVELOPER or Association shall apply the proceeds of the sale against the Homeowner's or Buyer's outstanding obligations to the DEVELOPER or Association. The remainder of the proceeds, if any, less taxes, shall be returned to the Homeowner or Buyer.

- 1.11 The DEVELOPER or Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage or convey the Unit. While the Unit is owned by the Association following the foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it. The DEVELOPER or Association may sue for unpaid Common Expenses and costs without foreclosing or waving the lien securing the same. The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments.
 - 1.12 For non-payment of Association Dues, Special Assessments, Specific Assessments and such other fines as may be imposed on delinquent members, an interest of three per cent (3%) per month shall be imposed on the outstanding obligation until fully paid.
 - 1.13 As provided under Presidential Decree 1216, the DEVELOPER shall turn over and donate the roads and open spaces to the Municipality of Naic, Cavite. Parks and playgrounds and other amenities may be donated to the duly accredited Homeowners Association of Pagsibol Village with the consent of the Municipality of Naic, Cavite. The operation of the water system may be assigned, conveyed or transferred by the DEVELOPER to any third party competent to operate the same. The DEVELOPER or its assignee shall collect reasonable fees approved by the National Water and Resources Board and the proceeds thereof shall be used for the maintenance of the water system;
 - 1.14 Pending the turnover of the utilities for water supply, street lightning, roads, drainage and landscape parks, playgrounds and others facilities and amenities as indicated above, 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 pursuant to this Deed of Restrictions subject however, to the control and supervision of the DEVELOPER. It is understood that the authority to impose and adjust fees, charges, dues and assessments (such as but not limited to water, temporary electrical, use of facilities) shall exclusively belong to the DEVELOPER.
 - 1.15 The DEVELOPER shall have the sole option and discretion to select the utility manager, operator, and provider in the Project, and for this purpose, may enter into such agreement with any utility provider. Every Owner or Buyer or any person occupying a Unit shall be bound by such agreement between the DEVELOPER and the utility provider.
2. USE AND OCCUPANCY OF THE UNIT
- 2.1 The Unit and its premises shall not be used for illegal, immoral, or hazardous trade or activity. Unless the DEVELOPER allows other uses, all units, whether house and lot, or lot only, shall be used solely for residential purposes.
 - 2.2 In the event that the DEVELOPER allows certain Units to be used for purposes other than residential uses, the following guidelines shall be observed and complied with:
 - 2.2.1 The DEVELOPER shall have the sole authority to determine which Units may be allowed for activities and uses other than for residential purposes;
 - 2.2.2 The DEVELOPER shall determine the activities or trades that may be conducted in the Units which are permitted by the DEVELOPER for other uses or purposes, provided that such uses, purposes, activities or trade shall not include 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 canals and cause flooding, fire and hazard to health, as well as, destroy the reputation and well being and endanger the security and safety of the homeowners;
 - 2.2.3 A Homeowner who intends to conduct other activities in his/her Unit shall first seek the approval of the Association or the Property Manager, if given such authority by the Association, based on the guidelines, rules and regulations to be imposed by the DEVELOPER;
 - 2.2.4 Subject to the foregoing conditions and such other guidelines, rules and regulations to be imposed by the DEVELOPER, only the registered owner of the Unit or his/her duly recognized tenant/lessee may be permitted to use the Unit for purposes other than residential.
 - 2.3 Any violation under this Section shall render the homeowner concerned liable for fines in such amount as may be determined by the DEVELOPER and/or the Homeowners' Association. In addition, the homeowner concerned shall, at his/her expense and without right to reimbursement, dismantle, uninstall or remove any structure, objects or materials used for or related to the prohibited activity.
 - 2.4 The Homeowner shall, under no circumstance, allow or subdivide the 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 other person. In case of violation, the DEVELOPER is authorized to block access or refuse Right-of-Way to the other properties.

- 2.5 The foregoing restrictions shall not be applicable to the DEVELOPER.
- 2.6 The residential properties 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 DEVELOPER pending the full payment of the PROPERTY.
- 2.7 Every Homeowner should admit into the premises any of the DEVELOPER's representative and/or public utility entities 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. The PROPERTY shall be subject to a perpetual easement of right of way for this purpose.
- 2.8 The following activities are prohibited within the Project, unless authorized by the DEVELOPER or the Association in writing and subject to such conditions as may be imposed by the Board:
 - 2.8.1 Subdivision of one (1) Lot into two (2) or more Lots; however, upon full payment, two (2) or more Lots may be consolidated into one (1). For the purpose of applying the provisions of this Deed, a consolidated lot shall be considered a single Lot. The consolidated-subdivision plan shall be duly approved by the DEVELOPER and the proper government office or agency and duly registered in the Registry of Deeds;
 - 2.8.2 Construction of multiple Dwelling Units on one (1) Lot. There shall be only one (1) Dwelling Unit per Lot which shall be used for a single-family dwelling;
 - 2.8.3 Posting or erection of advertising signs even within the premises of the Lot purchased, unless prior approval by the DEVELOPER or the Association is obtained;
 - 2.8.4 Cutting, removing, relocating or altering any property of the DEVELOPER, including but not limited to trees, common equipment, facilities/structures and landscape, whether found within or outside the boundaries of the Unit of the HOMEOWNER or BUYER, without the prior written approval of the DEVELOPER. Undue damage to the property of the DEVELOPER or Association resulting therefrom shall be immediately repaired, reconstructed, replaced or restored to its original state to the satisfaction of the DEVELOPER or Association and at the expense of the HOMEOWNER or BUYER. The DEVELOPER or Association shall demand and collect from the HOMEOWNER or BUYER the actual cost necessary to restore the damaged property to its original state as Specific Assessment, plus penalty to be determined by the DEVELOPER or Association;
 - 2.8.5 Construction, erection or placement of trailer, tent, barn, garage or other out-building on any Unit at any time as a residence, whether temporarily or permanently;
 - 2.8.6 Erection of tent or any temporary structure to be used as garage cover and/or cover for service area and lanai of the Unit;
 - 2.8.7 Raising, breeding or keeping of livestock or poultry of any kind;
 - 2.8.8 Keeping the premises of the Unit unmaintained. The HOMEOWNER or BUYER must at all times keep the Unit in a clean, safe and hygienic condition. Where the Unit is unoccupied, the Association may perform such maintenance responsibilities and the HOMEOWNER or BUYER shall be charged a monthly "Property Maintenance Fee" for grass cutting, security and other related expenses. Said fee shall be included in the BUYER's monthly Association Dues;
 - 2.8.9 Storage of highly combustible or dangerous materials like gasoline, helium, gunpowder, explosives within the Project except in commercial areas and only upon prior authorization by the DEVELOPER or Association.
- 2.9 Only domesticated pets may be kept within the premises of the Unit provided, they are not kept, bred or maintained for any commercial purposes and in commercial quantities. The DEVELOPER or Association reserves the right to regulate the introduction, number, species and maintenance of such domestic pets and other animals or require removal thereof within the premises of the Unit or the Project, if necessary. It is the pet HOMEOWNER's responsibility to keep the surroundings clean and free of pet debris. All animals must be properly tagged for identification and vaccinated against rabies.
- 2.10 The DEVELOPER makes no warranty other than those provided by law, and shall not be held liable for construction, collapse, destruction or deterioration of the Dwelling Unit due to force majeure, fortuitous events, cause or conditions beyond the control of the DEVELOPER, or due to alterations by the HOMEOWNER or BUYER of the original structure of the Dwelling Unit, nor shall the DEVELOPER be liable for minor defects and deterioration of the Dwelling Unit or any portion thereof due to depreciation of materials, wear and tear, exposure to the elements, and/or neglect by the HOMEOWNER or BUYER.

3. USE AND MAINTENANCE OF UNIT AND SURROUNDINGS

- 3.1 The HOMEOWNER shall not allow garbage and trash to accumulate in and about his PROPERTY. It shall be placed and kept in covered sanitary containers where it is not visible from any neighboring PROPERTY except for a reasonable time prior to or after pick-up as required by the disposal service and by the DEVELOPER. No part of the Subdivision shall be used or maintained as dumping ground or rubbish, trash garbage or other materials.
- 3.2 While the DEVELOPER is still undertaking development in the subdivision, the PROPERTY shall not in any circumstance be used for business that deal with construction materials like G.I. sheets, lumber, nails, paints, gravel, sand and hollow blocks and other form of construction materials.
- 3.3 No power generators or any equipment that may cause noise or disturbance shall be allowed except upon prior written approval of the surrounding neighbors and the DEVELOPER.
- 3.4 No clothing laundry or wash shall be aired or hanged in any portion of the lot that can be viewed from the roads.
- 3.5 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.
- 3.6 No existing tree(s) or shrub, either ornamental or fruit bearing, and whether found within or outside the PROPERTY, shall be cut down, moved, damaged or injured nor shall it be relocated or transferred by the homeowner without the written approval of the DEVELOPER or its assignees.
- 3.7 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 project, or undertake any work inimical to the general interest of the subdivision project.
4. BUILDING OF STRUCTURES OR EXTENSIONS. For the guidance of the Homeowners, certain fundamental construction restrictions are imposed as follows:
 - 4.1 No improvements, construction, alterations, repairs and renovations may be undertaken without approval of the DEVELOPER. Construction permits must likewise be secured from the local government unit prior to any construction. Failure of the home owner to secure the consent of the DEVELOPER will not allow the home 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 extensions and/or improvements such as fence, additional wall/floors, terrace and the like shall not be allowed;
 - 4.3 All walls, including the walls dividing the residential units, are common walls shared as structural divisions for adjoining properties. Repairs, alterations or modifications 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, alterations or modifications 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 housing unit or any part thereof, or shall encroach on the property line of the adjacent lots and Common Areas, shall not be allowed;
 - 4.5 The Homeowner is not allowed to introduce improvement that would involve demolition of the entire or chipping-off of any part of any wall of a binary type of housing unit;
 - 4.6 No Homeowner shall do any act or construct any improvement which would interfere with, impair, alter, remove, or in any manner affect the drainage/sewer lines or/and with any other facilities/amenities lines initially installed/constructed by the DEVELOPER without the written approval of the DEVELOPER;
 - 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 homeowner;
 - 4.8 Major and/or minor constructions, alterations, improvements as defined in the Turn-Over papers/agreement with the DEVELOPER shall be done in accordance with the following restrictions whenever applicable and upon full payment of all fees and charges as stated in the Contract to Sell or other documents, and payment of the corresponding construction bond:
 - a) The DEVELOPER has the right to disapprove request for improvement, alteration, extension or expansion which does not conform to any of the provisions of this Deed and Construction Guidelines or any amendments on the restrictions/rules which may be passed by the DEVELOPER in the future for the common welfare of the Project and homeowners;
 - b) No house shall exceed 5.8 meters in height from the street level to the apex of the house and shall not contain more than (2) storeys;
 - c) Dumping or storing construction materials (i.e. gravel, lumber, CHB, sand etc.) excavated materials stockpile, excess or scarp materials, litter or garbage shall be strictly prohibited outside the property boundary of the Homeowner;

- d) Stockpile, waste, excess and scrap materials must be hauled out on a regular basis to avoid accumulation within the site. All other wastes or discarded materials shall be properly stored and disposed of;
 - e) Using the streets, sidewalks, gutters, adjacent lot/house as work areas to mix mortars, concrete or similar materials, carpentry or fabrications works is not allowed;
 - f) Structure(s) to be built shall be strictly within the boundary line of the Homeowner's property and shall not encroach, whether temporary in nature or not, the subdivision's planting strip, roads, open spaces, easements, perimeter fence and like including the adjacent properties;
 - g) The DEVELOPER reserves the right to demolish any structure(s) that is/are not approved by the DEVELOPER or violative of any of the herein provision(s). Expenses on which shall be borne and paid for by the Homeowner;
 - h) 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 DEVELOPER has the right to collect the balance from the Homeowner;
 - i) No construction materials shall be allowed entry unless the homeowner shows proof of construction permit duly issued by the DEVELOPER or its assignee and the homeowner is updated in his/her payments of monthly amortizations or that the homeowner is not in the list of delinquent accounts.
- 4.9 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 DEVELOPER or the Homeowners' Association, notwithstanding that no case has been filed against the perpetrator, may be forever banned from the village premises through a notice from the DEVELOPER, or the resolution by majority of the Board of the Homeowners' Association, or upon petition by thirty percent (30%) of the homeowners with right to vote and in good standing.
- 4.9.1 The petition of the homeowners shall be submitted to the President of the Homeowners' Association, or any authorized representative of the Homeowners' 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.
 - 4.9.2 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.
 - 4.9.3 If the concerned buyer, homeowner, registered resident, or authorized occupant cannot be located or is not present in the village 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.
 - 4.9.4 In addition to the other penalties provided under this Contract on default, cancellation, termination of contract and ejectment, as well as the Deed of Restrictions, Village Rules and Regulations and other issuances by the DEVELOPER and/or the Homeowners' Association, the buyer, homeowner, registered resident, or authorized occupant who has been banned from the village premises shall suffer the following penalties or consequences:
 - a) He/she shall forever be barred from entering the premises of the Project;
 - b) He/she shall not be allowed to personally access his/her Unit and to retrieve any property found in the Unit or in the village premises without proper clearance from and permission by the DEVELOPER or the Homeowners' Association;
 - c) He/she 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 banned. In case he/she fails to dispose of his/her Unit, the DEVELOPER is hereby given special power to dispose the Unit. The DEVELOPER 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.

5. OTHERS

- 5.1 Utilities. Tapping into any utility line shall be effected only by or under authority or permit of the DEVELOPER.
 - 5.1.1 The HOMEOWNER or BUYER shall secure all necessary permits prior to connection to any utility line.
 - 5.1.2 The HOMEOWNER or BUYER shall not be allowed to install a deep well on any Lot nor on any portion within the Project to draw underground water.

- 5.1.3 The HOMEOWNER or BUYER shall not be allowed to install any drainage outlet outside the premises of his Unit without prior written approval of the DEVELOPER.
- 5.1.4 The DEVELOPER shall assign the exclusive management and supervision of the water systems to the local water district. The local water district, in turn, will be charging a "Water Fee" based on the HOMEOWNER or BUYER's monthly water consumption.
- 5.1.5 The HOMEOWNER or BUYER or any other person shall have no authority to tap into the water mains without prior written approval from the DEVELOPER.
- 5.1.6 The HOMEOWNER or BUYER shall not be allowed to install booster pumps or similar devices directly connected to the Project's water system. Violation hereof shall give the DEVELOPER the right to discontinue providing water service to the BUYER.
- 5.1.7 Sewage and waste shall be disposed of by means of adequate septic tanks and kept in sanitary conditions.
- 5.1.8 All entrances for electricity, cable TV, water, telephone and all other utilities shall be installed into the building by means of underground conduits from the utility service entrance of the Unit. The HOMEOWNER or BUYER shall secure the prior written consent of the DEVELOPER prior to the installation of any utility.
- 5.1.9 All excavations for the above purposes undertaken on sidewalks, streets and planting strips shall be back-filled and restored to its original state by the HOMEOWNER or BUYER not later than seven (7) calendar days from the time the activity conducted is already completed. Where the HOMEOWNER or BUYER fails to do so, the DEVELOPER shall undertake the same and the cost incurred thereof shall be assessed against the specific Unit of the non-compliant BUYER.
- 5.1.10 The BUYER understands and agrees that the DEVELOPER will not provide temporary electricity upon acceptance of the Unit. It is the BUYER's sole responsibility to comply with the documentation requirements necessary to apply for individual electrical and water connection. DEVELOPER shall not be responsible for any damage or inconvenience caused by an electric or water utility company including but not limited to delay in the installation of individual connection and service interruption.
- 5.2 Common Areas. Open Spaces/Parks and Playgrounds are common places provided for all residents of the subdivision. 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.
 - 5.2.1 In case the Common Areas have not yet been turned over to the Association, the Homeowner or Buyer shall pay the corresponding fees to the DEVELOPER for the use of these areas and its facilities.
 - 5.2.2 Architectural finishes of Common Area facilities/structures and other amenities built by the DEVELOPER should not be altered without the express prior written approval of the DEVELOPER. These shall include exterior finishes such as color schemes and material specifications.
 - 5.2.3 Additional common structures should not be erected in the Common Areas without express prior written approval of the DEVELOPER.
 - 5.2.4 Existing signage of the DEVELOPER that may have been installed by the DEVELOPER prior to the Association's incorporation must not be removed for the entire life of this Deed and/or the Project. However, the DEVELOPER may remove and/or refurbish these signage as may be deemed fit upon proper coordination with the Association.
 - 5.2.5 Although landscaping along planting strips fronting a saleable lot are encouraged, no landscaping or improvements shall take place except in compliance with the following guidelines:
 - 5.2.5.1 For groundcover, use _____;
 - 5.2.5.2 For shrubs, only _____ are allowed.
- 5.3 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 is not allowed.
- 5.4 Once installed by the DEVELOPER, the water meter and the electric meter shall be the sole responsibility of the homeowner to protect meters against tampering or destruction.
- 6. GENERAL PROVISIONS
 - 6.1 *Perpetual Right of Access and Other Easements.* The BUYER agrees and recognize that the DEVELOPER, its authorized representatives, successors, assigns, affiliates, sister companies, partners, and/or such other persons or entities authorized by the DEVELOPER, including the

homeowners/unit owners/residents of any new or existing development project adjoining, contiguous or proximate to the herein Project, which are owned and developed by the DEVELOPER, its successors, assigns, affiliates, sister companies, or partners, shall have a right of perpetual access and other easements through or on the Project or any part thereof pursuant to the Deed of Restrictions.

- 6.1.1 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 DEVELOPER, its authorized representatives, successors, assigns, affiliates, sister companies, partners, and/or such other persons or entities authorized by the DEVELOPER, including the homeowners/unit owners/residents of any new or existing development project adjoining, contiguous or proximate to the herein Project.
- 6.1.2 Whenever the DEVELOPER, 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 DEVELOPER, shall exercise the rights referred to in the next preceding paragraphs, the BUYER agrees that it will not oppose the said exercise of such rights. Accordingly, no written consent or conformity is needed from the BUYER.
- 6.2 *Annexation.* From time to time, the DEVELOPER shall have the right to acquire, develop and improve adjacent real properties to the Project for the purpose of incorporating them into the Project without the necessity of seeking prior approval from the Association. All existing memoranda of agreement entered into by the DEVELOPER on any right-of-way, etc. shall be honored for the entire life of this Deed and/or the Project.
- 6.3 *Period of Restrictions.* The restrictions of this Deed shall run with the PROPERTY and shall bind the homeowners, their legal representatives, heirs, grantees, assigns, successors for a term of twenty five (25) years from the date this deed is recorded except for the restrictions set forth under Section 2 hereof which are permanent and perpetual.
- 6.4 *Enforcement of Restrictions.* The DEVELOPER, its assignee, successors and/or their authorized representative shall have the right, during reasonable hours of the day and upon due notice to enter and inspect any PROPERTY, to ascertain compliance with all the restrictions.

The Restrictions may be enjoined and/or enforced by the DEVELOPER, its assignee, corporate-successors and/or their authorized representatives at anytime. In the event of any violation of the herein restrictions and/or delinquent payment of fees imposed of whatever nature, the DEVELOPER, its assignee, corporate successors and/or their authorized representatives reserves the right to impose penalty and/or resort to other remedies, such as cutting of water line of the Homeowner without the need of court order, or disallowing any use of the facilities of the subdivision.
- 6.5 *Notice of Transfer.* Not later than five (5) days after the sale or transfer of any PROPERTY under circumstances whereby the transferee becomes the owner thereof and in accordance with the rules and policies of the DEVELOPER and its assignee, the transferee shall notify the DEVELOPER in writing of such sale or transfer. Unless and until the DEVELOPER receives such notice, it shall not be required to recognize the transferee for any purpose. Prior to receipt by the DEVELOPER of any notification of transfer/sale made, any and all communications required or permitted to be given by the DEVELOPER shall be deemed to have been duly given to the transferee.
- 6.6 *Amendments.* Until turnover of the management and administration of the Subdivision to the Local Government or the Homeowners' Association, as the case maybe, the DEVELOPER shall have the unilateral right to amend this Deed.
- 6.7 *Damages.* In case the DEVELOPER sues or is sued for any ground, claim or cause of action arising from this Deed or other agreements between the DEVELOPER and the Buyer pertinent to the Unit purchased, and after proper proceedings a judgment is rendered in favor of the DEVELOPER, the BUYER agrees to pay the DEVELOPER a reasonable sum as attorney's fees which in no case shall be less than THIRTY THOUSAND PESOS (Php30,000.00) if the case is filed in the Municipal or Metropolitan Trial Court, FIFTY THOUSAND PESOS (Php50,000.00) if the case is in or reaches the Regional Trial Courts, and a further sum of FIFTY THOUSAND PESOS (Php50,000.00) if it reaches any of the higher courts, and in addition, the cost and expenses of litigation and other damages actual, or consequential, to which the DEVELOPER may be entitled by law.
- 6.8 *Severability.* Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this project is located, the validity of all other provisions and portions thereof shall remain unaffected and in full force and effect.
- 6.9 *Headings.* The headings used in this Deed are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Deed.
- 6.10 In case of conflict in the interpretation of these restrictions, the interpretation of the DEVELOPER shall prevail.
- 6.11 Subject to the approval of appropriate government agencies, nothing in this Deed shall limit the rights of the DEVELOPER, to expand, re-design and re-develop the Project or any unsold lots or

undeveloped roadways within the Project or to utilize any roadways, utilities, facilities, for purposes of its expansion/alteration/improvement.

IN THE WITNESS WHEREOF, the parties have executed in this Deed this _____ day of _____, 20_____

RAEMULAN LANDS, INCORPORATED
DEVELOPER
TIN: 008-283-996

By:

AGREED AND ACCEPTED

MICHAEL S. NGO
Chief Operating Officer

✓
RENE MARAVELIS TEJICO
Buyer

Signed in the presence of:

ACKNOWLEDGEMENT

BEFORE ME, a notary public for and in _____ personally appeared:

NAME	CTC / PASSPORT NO.	DATE & PLACE ISSUED
RENE MARAVELIS TEJICO	362-394-037-000	

Known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed and that of the corporation herein represented.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____ at _____.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.