



DEED OF RESTRICTION

Annex "____"

The Vendor is the owner and developer of the controlled real estate development known as **PROVIDENCE - ILOILO**, located at Brgy. Balabag, Pavia Iloilo.

The Vendor intends to sell and convey Lots within **PROVIDENCE - ILOILO** and to impose upon them mutually beneficial covenants and restrictions under a general plan or scheme of development for the benefit of their owners and future owners, and for the purpose of enhancing and protecting the value, desirability, attractiveness and prestige thereof. The Vendor hereby declares that all the Lots are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions, and restrictions. All of said covenants, conditions, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the Lots, whether as sole owners, joint owners, mortgages, lessees, tenants, occupants, or otherwise. All provisions of this Deed of Restriction shall form an essential part of the consideration of the sale of Lots and shall be annotated on their corresponding Certificate of Title as voluntary liens and encumbrances.

A. DEFINITIONS

A.1 "Deed" or "Restrictions" shall mean and refer to this Deed of Restrictions as amended, modified, and supplemented from time to time.

A.2 "Developer" refers to St. Rafael Development Corporation (SRDC), a duly organized corporation, or any of its corporate successor or assign acquiring all of Developer's interest in the Project (including all of its rights and obligations as created and established herein) pursuant to a written assignment from Developer. When all the residential lots in the Project shall have been turned-over to the Association, and all the streets, lanes, and open spaces shall have been assigned to the Association, or by the government entity concerned, the implementation and approvals of the plans, permits, and clearance shall be secured from the Association.

A.3 "Association" shall mean and refer to PROVIDENCE - ILOILO Homeowners Association.

A.4 "Owner" shall mean and refer to the record owner or owners of fee title to, or of an undivided interest in, any Lot in the Project including purchaser/s under a recorded Contract to Sell where the purchase price has not been fully paid.

A.5 "Project" shall mean and refer to the Property and all Buildings constructed thereon.

A.6 "Lot" or "Property" shall be taken to mean an Open Lot or House & Lot, whichever is applicable, of Providence Iloilo.

A.7 "Building" or "House" refers to the individual dwelling, which is constructed upon a Lot.

B. ASSOCIATION MEMBERSHIP

B.1 Membership

Upon purchase of a House & Lot at **Providence – Iloilo**, the Owner shall automatically become a member of the Association and he/she as well as his/her heirs, successors, assigns and lessees must abide by such rules and regulations laid down by the Association, relating to security, sanitation, conservation, maintenance, lot development and construction and the general welfare of the Association.

B.2 Assessment

The Association 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 the Association and the implementation of its objectives. Such dues and membership fees shall constitute a junior lien on the lot/s to that of the liens of the government for taxes, and the valid voluntary mortgage/s entered into in good faith. The Owner hereby recognizes the Developer's authority to annotate on the title of the concerned owner the aforementioned lien for unpaid dues and membership fees. The Association may commence collection from its members immediately upon signing of the Contract to Sell of Providence - Iloilo.

B.3 Association Dues

The Owner hereby acknowledges and agrees that the expenses and fees for the maintenance of the green area, road network and common areas including the expenses for maintenance, utilities, sanitation and garbage collection for the parks and streets is part of and shall be part of the assessment of the Association dues.

B.4 Implementation

Developer and/or the Association are empowered to implement its rules and regulations for the safety/security, sanitation, conservation, maintenance, lot development and construction, and the general welfare of the Association and to impose sanctions against violators and/or erring members, his/her heirs, successors, assigns or lessees.

C. RESTRICTIONS

C.1 Residential Use and Occupancy of Lots

C.1.1 Residential Lot Use

a) Only one private single-family residential house shall be allowed on each lot.

b) Individual lots shall not be subdivided, however, two or more lots may be consolidated into one. For the purposes of applying the restrictions of this Deed, a consolidated lot shall be considered a single lot. In all cases, the consolidation/subdivision plan shall be duly approved by the SRDC management or its corporate successors and the proper government office or agency and duly registered in the Register of Deeds, Pavia, Iloilo.

c) No part of the property shall be used or maintained as dumping ground for rubbish, trash, garbage or other materials of aggregates.

C.1.2 Residential /Shop Houses

a) The lots shall be used exclusively for residential purposes, except for the areas reserved for Shop Houses wherein it could be used both for Residential and Commercial purposes. No other purpose or uses, including but not limited to access/right-of-way to the adjoining property shall be permitted.

b) Areas for Shop Houses have designated businesses approved by Developer. The Owner agrees not to put businesses aside from what is assigned to Shop Houses on his/her area. Fixtures/Furniture for use in shop houses shall be cleared for use by the Developer.

c) The Owner agrees and binds himself not to construct or maintain or cause to be constructed or maintained in the premises hotels, motels, saloons, or bars, or any establishments of ill repute, or use the same for any immoral or illegal activities or use which will disturb the peace/serenity or prove to be a nuisance in the neighborhood.

d) Lot/s shall not be used/develop to any of the foregoing purposes: chapels, churches, places of worship or congregational gatherings, nor shall any building or structure be built on any lot for such purpose. Developer shall provide venues for such worship or area where congregations may meet for such purpose.

e) No building of a temporary character, shack, trailer, tent, garage, barn or other structures shall be erected on any Lot except by Owner's builders during the construction period. Any building or structure constructed elsewhere than on a Lot or in an off-site facility/factory shall not be moved to or placed on any Lot.

f) No machinery, industrial appliance or structure shall be placed, maintained or operated on any Lot/s unless such lot belongs to locations intended for Shop Houses, in which case its purpose should be to carry on or facilitate the carrying of approved commercial business

g) Any violation of this section on the use of Lots shall give the Developer the right to rescind the Contract to Sell/Deed of Absolute Sale executed by the Developer and Owner over the Lots or, if the title has been transferred to the Owner and the total purchase price has been finally paid by the Owner, to repurchase the Lot/s under the same terms and conditions as it was acquired by the Owner.

C.1.3 Sign Boards

No sign of any kind shall be displayed to the public view on or from any Lot without the approval of Developer and/or Association. However, one sign of customary and reasonable dimensions advertising a Lot or House & Lot for sale, lease or exchange may be placed within each Lot by the Owner or his agent, design of which and the materials to be used are subject to the Developer's approval. Said sign may advertise that the Lot is for sale, lease, or exchange and set forth the Owner or agent's name, address, and telephone number. In addition, during the period of Developer's sales program, Developer may use signs which Developer deems necessary and appropriate to advertise the Project.

Commercial or advertising signs shall not be placed, constructed or erected on the Lot/s or on the houses. Nameplates or shingles of professionals measuring no larger than 40 centimeters by 20 centimeters may however, be permitted, provided that the materials to be used and the design be approved by Developer and/or Association.

C.1.4 Pets and Animals

No cattle, chicken, rooster, pig, sheep, goat, horse, snake, goose or other animals shall be maintained on the Lot. A maximum of three common domesticated pets, consolidated, like dogs, cats, or birds within cages may be kept on any Lot; provided, however, that any Owner shall not operate any kennel, or breed or maintain any animals for commercial purpose. Every person bringing an animal upon or keeping an animal in the Project shall be subject to the rules and regulations of the government and the Association. All animals must be kept either within an enclosed portion of a Lot or secured on a leash held by a person capable of controlling such animal when in common/public areas. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by such Owner's animals.

C.2 Use of Streets

C.2.1 Stickers

Different kinds of stickers will be issued to ease entry into and exit from the Project by the Association to members, authorized visitors and franchised vehicles, if any. A gate shall be designated as the only entry and exit allowed for vehicles without sticker. Rules and Regulations on the stickers shall be set forth by the Association.

C.2.2 Institutions

Duly authorized medical clinics, educational, charitable, religious, civic or political institutions that may be established or located within the Project shall be allowed to use the streets in the Project for their patients, students, teachers, members, employees and guests subject to the rules and regulations set forth by the Developer and/or Association.

C.2.3 Concrete Mixing

Concrete mixing shall not be allowed on the Project's concrete roads or paved sidewalks. Likewise, materials for concrete mixing (i.e. sand, gravel, cement), and other construction materials or construction equipment shall not be placed along the roads as to cause defacing, obstruction or clogging of the drainage system, or damage to the sidewalk, curbs, gutters and roadways.

C.2.4 Motor Vehicles and Car Repairs

Six-wheeler vehicles and other larger commercial type of trucks or buses may park for a maximum period of three (3) hours anywhere around the Project only for the purpose of loading/unloading goods for delivery. Any other purpose shall be subject to written approval of the Developer. It is understood however, that under no circumstance may a six-, eight-, ten-wheeler vehicle or any commercial type truck park overnight around the Project roads and parkways.

Developer and/or Association shall prohibit car repairs/maintenance work to be done on the streets of or anywhere within the Project. Cars/vehicles cannot park for extended periods of time (more than 96 continuous hours) in any street/open space of the Subdivision unless with written approval of the Association.

Home Owners cannot operate Tricycle/Pedicab and PUJ operations inside Providence – Iloilo. Operations of such transportations should be thru the Association.

C.3 Owner's Maintenance Obligation

C.3.1 Maintenance of Lots

The Lot/s must be kept at all times in a sanitary condition and free of overgrowth of "cogon", "talahib" and other wild vegetation and trash which may constitute a fire hazard or place of concealment.

Building of fires in the open or in the household premises is prohibited; unless otherwise in designated areas by the Developer and / or Association.

C.3.2 Driveways, Landscaping, common area and Walls/Fences

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

C.3.3 Refuse

Trash cans of respective units should not be placed outside the property. They must be kept inside the property and should be put out only during scheduled collections for disposal. Rules and Regulations on garbage collection shall be set forth by the Association.

C.3.4 Unfinished/Damaged Property

If all or any portion of a structure or other improvement is damaged or destroyed by fire or casualty, the Owner shall either promptly rebuild the structure in substantial conformity to the style and design prior to said damage or destruction, as approved by the Pavia Building Official and the Developer and/or Association, or clear his lot of all debris and restore his Lot to a neat, safe and attractive condition.

C.3.5 Amenities

Use of Clubhouses, Basketball Courts, Swimming Pools and other amenities of the subdivision shall be as set forth by the Developer.

D. BUILDINGS AND ARCHITECTURAL CONTROL

D.1 Architectural Design Control

Providence – Iloilo is envisioned to feature houses in a Mexican Setting that is saturated with tropical colors and textures all interacting with nature. As such, the developer deems it desirable to impose Architectural Control for the purposes of preserving the value, desirability and attractiveness of the Project.

The following are the Architectural Guidelines for implementation in Providence – Iloilo.

D.1.1 Architectural Character

The theme of Providence – Iloilo is Modernism Concept that strove for spiritual beauty and harmony in nature, in a Mexican setting. To preserve the general theme and character, each village has its assigned dominant color. The colors of houses /gates in a village must be a variant of the said dominant color and must also interact with the surrounding landscape.

D.1.2 Building Line Setbacks

The minimum required setback shall be measured from the property line to the nearest finished exterior wall, window, or column (which supports a roof beam, trellis, or any structural or non-structural member or which maybe used as a wall stiffener or simply as free-standing pillar) or any projections therefrom, excluding the carport. The minimum setbacks are as follows:

- ◆ Fronting the street 1.50 meters
- ◆ Sides 2.00 meters
- ◆ Rear 2.00 meters

However, without prejudice to the above stated minimum setbacks, and in order to maximize the use of his/her property, the Owner may have firewalls at the rear and sides of his/her unit. Provided said firewalls (constructed by Owner) were approved by the adjoining lot Owner prior to its construction.

The Owner, lessee, or representatives shall permit access thereto by the authorized representatives of Developer or Association, or public utilities company concerned for the purpose of which easement is created (be it to construct, repair, replace, improve or maintain the utility systems).

Should any alteration of a drainage/utility line becomes necessary due to consolidation of two (2) or more lots, then the additional costs, if any shall be on the Owner's account. Furthermore, the drainage/utility line in this case must fall within the Owner's property and should be subject to easement rules and regulations on access. In any case, The Owner shall be obliged to seek the approval of Developer for construction on consolidated lots.

D.1.3 Laundry and Washing Area

The Owner agrees to provide an enclosed area for laundry/washing purposes located inside the house (subject to Section D.1.1), especially in places where these areas will be hidden from view. Permanent clotheslines and washing/drying appliances and electric devices should not be placed whatsoever on any part of the outside building/structure or on any part of the fence, except in the said enclosed area.

D.1.4 Building Height

All structures to be built on lots must have a maximum height of Seven (7.0) meters, measured from the center of the finished grade line (delivered by the Developer) to the roof apex of the structure and should be at most two-and – half stories. For lots with two frontages, as in the case of corner or through lots, the side on which the driveway entrance is permitted shall be the basis for measurement.

To avoid future disputes on such cases, the Owner agrees that the Developer (or its successors) shall have the final say on matters related to building height.

D.1.5 Building Material

The developer highly encourages that the resulting construction of building contributes to the appreciation of property values and enhancement of the general aesthetic appeal of the area.

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

D.1.6 Walls and Fences

In order to preserve the general theme and character of Providence - Iloilo, the application of uniform fencing plan is implemented.

a) Front yard Fences

The Owner has the choice of Front Yard fences on several designs by the developer. The said fences cannot be altered, re-designed.

b) Side and rear yard walls

No fence shall exceed 2.30 m in height on lot lines, unless a firewall is built in lieu of the said fence. Broken Glass/Bottles atop fences/firewalls are not allowed. No chain link, metal or plastic fences shall be permitted upon any of the lots.

Owners of border/perimeter Lot/s shall maintain the fence provided by the Developer along the perimeter of the Project. This wall/fence shall not be altered, dismantled or removed.

An owner of a lot located along the perimeter of the subdivision is not allowed to make any opening in his perimeter wall to allow ingress or egress to and from the subdivision. Any connection or extension of the water and other community facilities and utilities through said walls shall not be allowed.

All walls and fences must be structurally sound. The owner shall be solely responsible for the damage or injury caused to or incurred by any person or property arising out of or in connection with the construction of walls and fences found within his lot.

D.4 Utilities

D.4.1 Electrical Utility Connection

The OWNER shall first verify the actual location of electrical utilities (Electrical Posts) prior to planning and should secure all the necessary permits from the Association and from the utility companies concerned before tapping any utility line.

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

D.4.2 Water Supply

The Developer represents to the Owner that the water system shall adequately serve their requirements. **No individual overhead tanks shall be allowed.**

D.4.3 Booster Pumps

No booster pumps shall be allowed in the individual internal plumbing system.

D.4.4 Wells

No wells allowed on any lot.

D.4.5 Septic Tanks

Each House & Lot unit of Providence – Iloilo already have a Septic Vault, as such additional Septic Vaults to be constructed by the Owner must have proper clearances in terms of design and sanitation, from the Developer/Association.

D.4.6 Aerial Antennae

Towers of any kind are prohibited.

D.5 Prohibited Actions

D.5.1 Modification of the Existing Landscaping of the Open Spaces and Common Areas

The Owner further agrees not to build, construct, erect, install, plant, alter, remove or otherwise modify the landscaping/open space, found outside his Lot/s.

D.5.2 Cutting of Trees

No trees other than those planted by the Developer shall be allowed on the planting strip of the sidewalks. No existing trees, outside the Lot/s, shall be cut, removed, or damaged, nor shall it be relocated or transferred without the written approval of the Developer or Association.

E. ADMINISTRATIVE GUIDELINES

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

E.1 Commencement of Construction

Construction/Renovation works of any structure on the lots may commence only after the Owner has been given clearance by the developer.

When the renovation works on a building is begun, work shall be pursued diligently and continuously to completion subject to weather, strikes, acts of God and other matters beyond the control of the Owner. Works shall be completed, in any event, within twelve (12) months after the commencement of construction.

Developer/Association has the right to refuse entry of materials in the Project, to order stoppage/suspension of the construction works, or if construction has been completed, to order removal of the structures at the expense of the Owner without the necessity of court order and without any criminal and/or civil liability whatsoever on the part of the company, its officers, and employees, if any construction begins prior to approval by Developer/Association and/or if any construction will result to a structure that does not conform to the Architectural theme of the Project.

E.2 Construction/Renovation Works on Wrong Lot

In the event that the Owner does construction/renovation works on wrong House/Lot, the Owner shall automatically remove said construction at his/her expense; otherwise, the Developer/Association shall immediately remove the same at the Owner's sole expense without the necessity of court order and without criminal and/or civil liability whatsoever on the part of the corporation or its officers and employees.

E.3 Construction Guidelines

Should any construction activity commence without the necessary clearances and/or consent of Developer/Association, the latter may have the prerogative to:

- Stop the ingress and egress, through the Security Department of any delivery of materials at the Project's entry points; and
- Stop the activities related to construction of, repair of, alteration of, and addition to the property.

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

E.3.1 Charges and Fees (subject to periodic review)

Construction deposit, charges and fees are effective on _____ and shall be subject to periodic review. The Developer/Association reserves the right to revise the rates from time to time as needed.

- Construction Deposit: P_____ refundable

This amount is subject for review/change by the Developer/Association from time to time but not more once in a calendar year. Said deposit shall be refunded to the Owner after full completion of renovation works less whatever damages Owner may have caused to the Project facilities and after Developer/Association has been satisfied that all restrictions embodied herein have been complied with by the Owner. In case of violation hereof, the construction deposit shall be forfeited without prejudice to such other legal action the Owner or the Association may pursue.

- Administrative surcharge: P_____ (advance payment for security services and the collection of construction debris/garbage for 6 months) plus P_____ per month in excess of 6 months construction work. This is an amount collected separate from the Association dues for the purpose of ensured maintenance while construction is on-going.

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

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

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

E.3.2 Permits and Licenses

Construction deposit, charges and fees are effective on _____ and shall be subject to periodic review. The Developer/Association reserves the right to revise the rates

a.) Building Permit

The compliance of all Association existing rules and regulations with existing local, Provincial or National government's requirements and regulations is the responsibility of the Owner and/or Builder. All requirements for construction may be inquired from Developer/Association office.

b.) Stockpiling of Construction Materials

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

E.3.3 Work Hours

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

E.3.4 Workers Stay-in

Associations' general rule is that ingress of construction workers is not permitted between 8:00 p.m. to 6:00 a.m. However, in cases where the construction is to be secured or for practical reasons, a maximum of ten (10) persons per project may be allowed. A number of persons in excess of ten (10) and not exceeding twenty (20) may be allowed subject to Associations' Security Department terms and conditions. Any number of persons exceeding the maximum limit and without permit shall be subject to a penalty and fine.

E.3.5 Delivery of Materials

Toll free deliveries of materials shall be allowed from Monday to Friday, between the hours of 7 a.m. to 12 m.n. No deliveries shall be allowed outside this period. All deliveries shall only pass through the designated gate.

E.3.6 Fencing of Construction Area

All construction areas shall be fenced off with G.I. sheet or Poly Ethylene Sheets to maintain the cleanliness and upkeep of the area. Height of the fences shall be at a minimum of 2.0 meters from ground level.

E.3.7 Fines and Penalties

Fines and penalties imposed on any violations of the construction guidelines mandated herein shall be provided by the Developer. Developer and/or Association reserves the right to periodically review and amend the fines and penalties as deemed necessary to add or amend these construction guidelines.

E.3.8 Move-in of Owner

Clearances for Occupancy must first be secured by the Owner from the Developer.
Water and Electric Power connection are both mandatory requirement for Occupancy.

F. TRANSFER OF RIGHTS

F.1 Right of First Refusal

- Should the Owner desire to sell, assign or otherwise convey his or her rights or interests over the lot/s, the Owner shall first offer to sell the lot/s to the Developer or its duly authorized representative. The offer shall be in writing and shall specify the price, terms and conditions of the offer ("the Offer"). The Developer shall communicate in writing its decision on the Offer within fifteen (15) days from receipt of the Offer ("the Offer Period").
- Should the Developer signify in writing its intent to purchase the lot/s, a Deed of Absolute Sale shall thereafter be executed upon terms and conditions to be mutually agreed upon by the parties. Should the Developer fail to communicate in writing its decision within the Offer Period or should the Developer decide not to accept the Offer, the Owner shall have the right to offer the property to third persons within a ninety (90) days ("the 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 under this section.
- Any sale or conveyance made by the Owner to a third party under the foregoing provision shall be subject to a transfer fee not exceeding Ten Thousand Pesos (₱10, 000.00) if the title to the lot/s has not yet been transferred to the Owner at the time of the said sale or conveyance.
- The preferential right of the Developer under the section shall terminate upon turn over of the subdivision to the Association.

G. DEVELOPER'S CONTROL OF DEVELOPMENT

Subject only to the approval of appropriate government agencies, if applicable, nothing in this Restriction shall limit the rights of the Developer to expand the Project or improve/alter/redesign all unsold Lots in the Project (including increasing or decreasing the size or number of Lots); to complete or control the construction of any expansion/improvement/alteration; and to sell Lots in the Project or any of its expansion. Furthermore, nothing in these Restrictions shall limit the rights of the Developer to utilize any roadway, utilities, and facilities, in the course of its expansion/alteration/improvement. In the case of Project expansion, the expanded property may or may not, at the option of Developer, be considered to be covered by the same Association or entity handling the original property and may be sold, developed, or alienated separately from this.

H. TERM AND ENFORCEMENT OF RESTRICTIONS

The covenants, restrictions, easements, reservations and conditions enumerated herein above have been constituted in favor of Developer and its successors or its assigns, and shall be construed as real covenants which shall perpetually run with the land and bind the OWNER of this lot and his successor-in-interest as part of its controlled Project scheme and shall be valid and binding between the parties thereto for a period of fifty (50) years commencing from 01 January 2005. Restrictions may be added to but not diminished, amended or changed by the Association or by any governing body of the Project, provided that the use and occupancy of lots for residential purposes by a single family shall not be changed and the architectural design control easement granted in favor of Association in Section D shall always be respected.

The foregoing restrictions may be enjoined and/or enforced by court action, by Developer and/or Association. In the event of any violation of the foregoing restrictions, and/or delinquent payment of the lot, house, house and lot, or fees of whatever nature, Developer and/or Association also reserves the right to resort to other remedies, such as extra-judicially cutting utility services to the OWNER or disallowing any use of the facilities of the Project.

The OWNER agrees not to sell, cede, encumber, transfer, or in any manner do any act which violate this Deed shall have been fulfilled. The OWNER binds himself during the life of this Deed of Restrictions, not to alter, remove, displace, or in any way interfere with any monument or other evidence of boundary upon said premises; not to cut or destroy or in any other manner, cause any waste or damage to or upon said premise, or to allow others the commission of any of the aforesaid acts, without previous written approval from Developer.

The Association and its duly authorized representatives shall have the right during reasonable hours of the day and upon due to notice, to enter and inspect any building constructed on the Lot/s to ascertain compliance with all the restrictions herein.

Compliance with and/or enforcement of the said restrictions, reservations, easements and conditions maybe enjoined and/or enforced by court action in the courts of Iloilo City by the Developer/Association or by any Lot Owner in Providence - Iloilo, Pavia, Iloilo, Philippines, or by all of them.

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

I. ACKNOWLEDGEMENT OF RESTRICTIONS, RULES AND REGULATIONS

It is acknowledged that all the foregoing stipulations, rules and regulations consisting of _____ pages are shown to the Owner as Annex _____ of the Contract to Sell/Deed of Absolute Sale of Providence – Iloilo and the Owner agree to be bound and shall abide by the same.

CONFORME:

Signature above Printed Name