



# DEED OF RESTRICTION

Annex “ \_\_\_\_\_ ”

The Vendor is the owner and developer of the controlled real estate development known as THE PALISADES ILOILO, located at Brgy. Hibao-an, Pavia, Iloilo, consisting of and more particularly described in the subdivision plans (LRC) \_\_\_\_\_

The Vendor intends to sell and convey Lots within THE PALISADES 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 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 Corp. ( 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” or “PIHA”** – shall mean and refer to PALISADES ILOILO Homeowners Association.

**A.4 “Owner”** shall mean and refer to the registered owner or owners of in fee simple, 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 PALISADES 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 Lot or Lots at **THE PALISADES 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 PIHA 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 PIHA may commence collection from its members immediately upon signing of the Contract to Sell of THE PALISADES 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 after turnover of the same to the association or Local Government Unit concerned shall be part of the assessment of the PIHA dues.

### B.4 Implementation

Developer and/or the PIHA 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 PIHA and to impose sanctions against violators and/or erring members, his/her heirs, successors, assigns or lessees.

Sanctions for the violation of the Deed of Restrictions shall be embodied in the By-Laws and Rules and Regulations of the Homeowners Association to be formulated in consultation with the developer.

## C. RESTRICTIONS

### C.1 Residential Use and Occupancy of Lots

#### C.1.1 Residential Lot Limitations

a) Only one private single family residential house shall be erected on each lot or building site although the accessory quarters for household helps and garage may be built provided all restrictions on Building Envelopes and Setbacks in Section D.1..2 will not be violated.

b) Individual lots shall not be subdivided; however, two lots may be consolidated into one lot and thereafter may be further subdivided only into the same individual lots which comprised the consolidated lot. Three or more lots may be consolidated and subdivided into a lesser number of lots, provided that, none of the resulting lots shall be smaller in area than the smallest lot before consolidation. 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 of 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 Use**

a) The lots shall be used exclusively for residential purposes. No other purpose or uses, including but not limited to access / right-of-way to the adjoining property shall be permitted unless approved by the Developer.

b) The Owner agrees and binds himself not to construct or maintain or cause to be constructed or maintained in the premises hotels, motels, saloons, 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.

c) Lot/s shall not be used / developed with 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.

d) No lots or buildings shall be used in pursuit of any business, commercial and/or industrial operations, especially a sari-sari store, grocery store, funeral parlor, hospital, day care center, nursery school, private clinic, nursery, school, bar or any other business that conjures a negative image for the neighborhood except at designated commercial areas only and for purposes approved by the Developer.

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) All buildings on any Lot shall be of new construction. However, this section shall not prevent use of used materials that may be attractive and preservative of property values.

g) No stockpiling on lot/s shall be allowed by the Owner except during construction. Developer and/or PIHA has the right to haul or remove for proper disposal all construction materials, equipment, stockpiling on vacant Lots and common areas without necessary permit without any notice (and at the expense of the Owner within seven (7) days of Owner's receipt of notice by Developer and / or PIHA for removal of said materials, equipment, stockpiling).

h) No machinery, appliance or structure shall be placed, maintained or operated on any Lot/s, especially if the purpose of which is to carry on or facilitate the carrying of commercial business of any kind.

i) No soil, stones or gravel shall be taken from the Project or from any lot belonging to the Project.

j) 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 condition 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 PIHA. 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 PIHA.

#### **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, fish, or birds within cages may be kept on any Lot; provided, however, that any Owner shall not operate any kennel, or breed or maintain any animals for commercial purpose and provided further that these pets are properly documented with the PIHA office. 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 PIHA. 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.

Owners should always clean after their pets. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by such Owner's animals.

#### **C.1.5 Househelpers**

All house helpers (yayas, maids, boys or domestic helpers) shall be registered at the PIHA. The said helpers shall be duly registered within one week from the date of occupancy of the property by the Owner. For newly hired helpers, the Owner shall register the same within one (1) week from the starting date of the said helper's duty.

For helpers that were terminated, stopped from employment of the Owner, the PIHA shall be informed by the concerned Owner one (1) week prior to the cessation of employment.

All helpers (especially those whose employment had stopped) that have in their possession things/belongings whether personal or not, shall have clearance from their employers authorizing them to carry/ have the said things when going out of the subdivision.

### **C.1.6 Leasing**

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

## **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 PIHA 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.

Vehicles should be registered to the owner, if company owned, assigned to him through a Board Resolution. Should the motor vehicle be however, not registered in the name of the owner, he must present proof that he is authorized to drive or have possession thereof;

### **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. Further, concrete mixing shall at a place walled from public viewing.

### **C.2.4 Motor Vehicles and Car Repairs**

No motor vehicle of any kind (two-, three- or four-wheeler) is allowed to enter the sidewalks, pedestrian bikeway system, nor in any case use the alleys and pathways for parking, nor park on roads, provided further, that during times of extreme emergencies such as earthquakes, fires, these allies may be utilized to facilitate emergency passage.

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 PIHA shall prohibit car repairs / maintenance work to be done on the streets of or anywhere within the Project and in Owner's carports / garage areas especially if these said repairs would involve the possible spillage of oil and other fluids.

## **C.3 Use of Streets**

### **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. Such conditions can be enjoined and/or enforced by court action and the same shall be abated at the expense of the Owner. For this purpose, Developer and/or PIHA is permitted to cut and trim the grass at such time grass grows beyond two (2) feet from the soil and the Owner is obligated to pay the cost therefore with the interest at one percent (1%) per month should he/she fails to comply with the said undertaking within five (5) days from receipt of written notice.

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

### **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**

In the event any structure or building shall remain unfinished and not ready for occupancy in accordance with the approved plans within one (1) year from the date of commencement of construction, the Owner shall be given due notice by the Developer and /or PIHA to either finish or dismantle the said structure / building within six months. Failure on the part of the Owner to comply with such obligation to either completely finish or completely dismantle the structure / building within the set period, Developer and/or PHA can cause its demolition at the sole expense of the Owner.

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 Iloilo City Building Official and the Developer and/or PIHA, or clear his lot of all debris and restore his Lot to a neat, safe and attractive condition.

## D. BUILDING AND ARCHITECTURAL CONTROL

**Statement of Principle:** THE PALISADES ILOILO is envisioned to feature houses of Southern Californian architectural style that seeks to blend and enhance the landscaping theme and character of the Project. Developer deems it desirable to impose a general architectural design control for the development and to establish, adopt, impose design controls and restrictions upon the Project for the purposes of preserving the value, desirability and attractiveness of the Project.

The following shall be the architectural guidelines for implementation in THE PALISADES ILOILO:

### D.1 Architectural Design Control

#### *D.1.1 Architectural Character*

The theme of THE PALISADES ILOILO is of Southern Californian - inspired architectural in a suburban setting. All houses should be of architecture that is in harmony with the surrounding landscape and homes in the vicinity.

To preserve the general theme and character of THE PALISADES ILOILO, we encourage the use of the following distinctive California design elements:

- Southern Californian Color Motiffs building wall colors
- Simple, pitched roof
- Courtyards, alleys, intimate spaces
- Sequencing of enclosed space

The elements to avoid or minimize are:

- simple, box-like architecture without articulation
- "woody" or country log cabin architecture
- gambrel, high pitched, or extensive flat roofs

#### **D.1.2 Building Envelope and Setbacks**

Every Lot Owner must provide in his Lot/s an open space for the purpose of landscaping; easements for drainage, sewerage, water and other public utilities as may be necessary and desirable; and ventilation purposes.

##### *D.1.2.1 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 there from, including the carport. The minimum setbacks are as follows:

- |                       |             |
|-----------------------|-------------|
| ◆ Fronting the street | 3.00 meters |
| ◆ Sides               | 2.00 meters |
| ◆ Rear                | 2.00 meters |

Some corner lots would follow an easement of 3 meters for both frontages to preserve the overall landscaping theme of the Project. These lots are as follows:

In cases of thru lots (lots with two street frontages but are not corner lots), only one frontage shall have the 3 meter easement. The lot frontage would be determined through the designated lot access as stated in Section D.2. The following are not allowed within the specified setbacks:

- Second floor plant boxes and balconies
- Bay windows and other similar projections
- Permanent laundry or drying area
- Maids' or drivers' quarters
- Swimming pool

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

The Owner, lessee, or representatives shall permit access thereto by the authorized representatives of Developer or PIHA, 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).

No construction of any building / room / structure or cementing whatsoever of any nature shall be allowed within these sets of easements. 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.1.2.2 Roof Line Setbacks*

Minimum setbacks of rooflines are measured from the property line to the outside edges of roofs and / or eaves, including the Porte cochere or canopy, all without columns, of the building. These are as follows:

- \* Fronting the Street : 2.00 meters
- \* Sides and Rear : 1.00 meters

If two or more lots are consolidated, the above – stipulated easements on the resulting consolidated area shall apply.

#### ***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.1.2), 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 except in the said enclosed area. A laundry sink must not be constructed flushed against the property wall – it should be enclosed and be following the setback and easement requirements (see Section D.1.2 ) Developer and/or PIHA reserves the right not to approve any building plans without this said provision for laundry or washing area.

#### ***D.1.4 Auxiliary Structures***

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

All other auxiliary structures including, but not limited to gazebos, swimming pools, generator houses, barbecue pits and playhouses, maids; or drivers' quarter should follow the building line and roof line setbacks as specified in Section D.1.2.

#### ***D.1.5 House Size***

Houses should have at least 36.00 sq.m. of enclosed area.

#### ***D.1.6 Building Height***

All structures to be built on lots must have a maximum height of Twelve and a half (12.5) 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 three 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.1.7 Building Material***

The developer highly encourages that the resulting construction of building contributes to the appreciation of property values and enhancement of the general aesthetic appeal of the area. All buildings must be of strong materials, valued at not less than Four Million Pesos (Php 4,000,000.00). The minimum value of new buildings to be constructed shall be increased by 10% annually. New rates shall take effect on 1<sup>st</sup> day of January each year, starting year 2010. This is to preserve the overall value of the Project.

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

#### ***D.1.8 Roofs***

Decrabond, painted cement roof tiles, tegula or clay tiles, metal roof tiles and flat finish asphalt shingles are highly recommended. Painted/unpainted G.I. sheets and asbestos are not allowed. Choice of colors of roofing materials must be consulted to and approved by the Developer and/or PIHA shall be particularly strict with regard to the choice of roof colors.

The final choice of the type and color of roofing materials shall be subject to the approval of Developer/ PIHA.

#### ***D.1.9 Walls and Fences***

In order to preserve the general theme and character of THE PALISADES ILOILO, the application of uniform fencing plan is implemented. All fence and wall designs shall be subject to prior approval of the Developer/PIHA.

##### **a) Front yard Fences**

No solid walls / fences whether concrete or wood, shall be allowed within the 3-meter setback fronting the street as specified in Section D.1.2 or before the front building line, whichever is farther. Thru lots will have no solid fence/wall on the designated frontage. All corner lots, whether only one or both frontages shall have the 3-meter easement will have no solid walls/fences on both frontages. The side facing the said road lots shall be fenced following the Type A fence design.

##### **b) Side and rear yard walls**

There would be three (3) types of wall design to be implemented:

- 1) **Type A** – 0.60 m Stucco Finish Concrete Block wall with steel grilles on top. The total height of the fence shall not exceed 2.0m reckoned from the original finished grade line.
- 2) **Type B**- 2.0m stucco finish concrete block wall
- 3) **Type C** - 2.0m stucco finish concrete block wall with one (1) meter cyclone or mesh wire on top.

The walls and pilasters shall be stucco finished in off-white.

Detailed fencing and gate plans for the Lot/s shall be subject to the approval of the Developer and/or the PIHA before construction. In some areas, where the Developer deems it necessary to construct the fences for security / aesthetic / technical considerations, cost of construction shall be charged solely to the Owner. In such cases, alteration, dismantling or removal is not allowed.

Upon installation of the fence, it is the Owner's responsibility to restore the original grading of the lot and of the open space or slope area.

Owners of border / perimeter Lot/s shall maintain the solid wall of stone or concrete 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 will not be 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.1.10 Front yard Landscape**

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

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

#### **D.2 Lot Access / Driveway**

No vehicular entrances or exits shall be allowed along five (5) meters from center of the curve at street intersections. No vehicular or pedestrian entrances or exit shall be allowed on lot boundaries adjoining the Project perimeter.

The driveway must have a maximum width equivalent to 40% of the length of the side where the driveway entrance is designated.

Lots with cul-de-sac frontages however, shall be allowed 100% of the road frontage.

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

Developer designates the driveway locations of all lots in consideration of traffic flow, landscape master plan, and engineering design plans.

Pedestrian entrance/exit shall not be allowed without prior approval from the Developer.

#### **D.3 Filling and Cutting of Lots**

The finished grading line delivered to the Owner is intended to be ready to be built upon. As such, materially altering the lot grading and condition of the Lot/s is prohibited. Furthermore, the Owner agrees that no modifications on the existing slope found outside or within the Lot shall be made.

Filling of lots for landscaping, construction and other purposes shall be allowed provided that:

- Such fill shall not result in obstructed views, and/or potential damage to the area as originally planned by the Developer and/or constitute an aggravation or nuisance to adjoining properties;
- That the filling does not exceed one (1) meter from the finished grading line within the allowed setback/s fronting the street;
- The drainage and other facilities are installed to prevent the water from flowing or seeping into the adjacent lots or to the street; and
- Proper soil protection measures must be provided to protect adjacent Lots.

Cutting shall be limited to the extent that it shall not in any way affect or weaken the structural stability of any adjacent lot and/or structure. In cases where this is unavoidable, proper structurally designed soil protection measures should be provided by the Owner to protect adjacent lots and structures. The proper and adequate structural design of the soil protection shall be the sole responsibility of the Owner.

All other forms of filling and/or cutting are subject to prior approval of Developer or the PIHA.

#### **D.4 Road embankment (side slopes)**

Road embankment or side slope road protection located inside Lot/s shall NOT be removed without providing necessary road erosion control such as vertical concrete retaining wall or adequate rip-rap wall, the cost of which shall be for the sole account of the Owner. All erosion control structures shall have to be approved by the Developer.

#### **D.5 Utilities**

##### **D.5.1 Utility Connection**

The OWNER shall first verify the actual location of underground utilities prior to planning and should secure all the necessary permits from the SHOA 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.5.2 Water Supply***

The Developer represents to the Owner that the water system shall adequately serve their requirements. However, in order to efficiently distribute the water during very high demand periods, the Lot Owner may install an underground cistern or reservoir, capacity of which will not exceed two (2) cubic meters subject to the approval of the Developer. **No overhead tanks shall be allowed.** Maximum diameter of pipes used before the water meter shall be one inch (1"). Water meters must be installed outside the property fence/gate

#### ***D.5.3 Booster Pumps***

No booster pumps shall be allowed in the individual internal plumbing system without a reservoir of adequate capacity between the water meter and said booster pump, and provided further that installation of such booster pump system shall have prior written approval of the Developer and/or PIHA.

#### ***D.5.4 Wells***

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

#### ***D.5.5 Solar Water Heaters***

Solar water heaters will not be allowed on any part of the roof of any structure built within the property.

#### ***D.5.6 Septic Tanks***

The Owner shall construct/provide for a three-chambered septic vault to service each house unit conforming to the specifications provided by the Developer. Boring through concrete curbs and gutters for tapping of drainage and sewer lines shall not be allowed. The said septic tank shall have a minimum design capacity of eight cubic meters (8 cu. m.) and a minimum detention time of 36 hours.

#### ***D.5.7 Grease Traps***

Grease traps must be provided by the Owner for the kitchen and the carport. Grease traps must be discharged into the Project's Main Sewer Line and Drainage Mains. These items should be kept uncovered until inspection has been conducted by the Developer/Association inspector.

#### ***D.5.8 Waste Water Systems***

All wastewater shall be discharged into the septic tank. Discharge from the septic tank will be connected to the Project's Main Drainage/Sewer Line. Water run-off from the house, storm and area drains must be discharged into the Project Drainage/Sewer System through the stub-out connection provided by the Developer. Water run-off from the swimming pools, kitchens and carports must discharge into the Project's Sewerage/Sewer Systems.

#### ***D.5.9 Aerial Antennae***

In keeping the Developer's vision to ensure the beauty of the Project, no individual exposed aerial television antennae will be allowed throughout the entire project.

The following shall not be allowed without express written approval from Developer or the Association; satellite/parabola dishes, radio masts, professional/commercial radio based antennae.

### **D.6 Prohibited Actions**

#### ***D.6.1 Modification on the Existing Landscaping/Walls & Fences***

The Owner further agrees not to build, construct, erect, install, plant, alter, remove or otherwise modify the landscaping/open space, landscape, walls/fences, driveways found within or outside his Lot/s, except in accordance with the provisions in this Restrictions set forth in Section D.1

#### ***D.6.2 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, whether found within or 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 PIHA.

Should any tree in the lot be cut, damaged, removed or relocated, the Owner agrees to plant three (3) other trees belonging to the same family on his/ her lot within three (3) months of the removal, relocation, and/or damage. Developer or PIHA reserves the right to select and approve the species of trees to be planted should the Owner wish to plant trees not belonging to the same family of the tree that has been cut, damaged, removed or relocated.

### **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 of any structure on the lots may commence only after the Owner has paid at least 50% of the total contract price of the Lot/s and when house plans have been approved by the Developer/PIHA. No house plan shall be approved unless the Owner pays a construction deposit as specified in Section E.4.1 and has complied with all the necessary requirements.

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

## **E.2 Submission, Review and Approval of Plans**

### ***E.2.1 Submittal of Plans***

**All house and building plans** and specifications, whether new, revised, amendatory, additional or auxiliary structures (trellises, gazebos, servant's quarters, roof sheds, pool/filter and electric generating set housing, guardhouses, storerooms, greenhouses, pocket gardens, swimming pools) which are semi- or fully enclosed **Including the corresponding landscaping and fencing plans**, must first be submitted in triplicate and expressly approved by Developer / PIHA sixty (60) days prior to the start of construction.

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

### ***E.2.2 Review of Plans***

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

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

### ***E.2.3 Approval of Plans***

The Developer or PIHA shall take action on all plans and specifications within sixty (60) days after the submittal thereof to the Developer or PIHA. In the event the Developer / PIHA fails to act within such period, the plans and specifications shall be deemed approved. Any action by the Developer / PIHA on such plans, including approval, conditional approval or disapproval, shall be evidenced by a certificate signed by the authorized signatories of the Developer or the President of the PIHA who concur in such action.

## **E.3 Construction on Wrong Lot**

In the event that the Owner constructs his/her house on wrong Lot, the Owner shall automatically remove said construction at his/her expense; otherwise, the Developer / PIHA 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.4 Construction Guidelines**

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

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

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

### ***E.4.1 Charges and Fees***

Construction deposit, charges and fees are effective on Jan 1, 2009 and shall be subject to a 10% increase annually. New rates shall take effect on 1<sup>st</sup> day of January each year, starting year 2010.

#### a.) New Construction

- Construction Deposit: P 400,000.00, refundable

This amount is subject for review/ change by the Developer / PIHA from time to time. Said deposit shall be refunded to the Owner after full completion of construction less whatever damages Owner may have caused to the Project facilities and after Developer / PIHA 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. Other grounds for the forfeiture of the Construction deposit shall be as follows:

- Non – commencement of construction works within a period of one 1) year from the date of approval of the building permit by the Pavia Municipal Engineering Office.
- Plans Processing Fee: P 3,000.00 non-refundable

- Administrative surcharge: P 7,000.00 (advance payment for security services and the collection of construction debris / garbage for 6 months) plus P 1,000.00 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.

b.) Improvements / Additional Structures

- Construction Deposit of P 100,000.00 refundable (refer to Section E.51-a)
- Plans Processing Fee P 3,000.00 non-refundable

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

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

#### ***E.4.2 Permits and Clearances***

a.) Building Permit

The compliance of all PIHA 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 PIHA office.

b.) Stockpiling of Construction Materials

Stockpiling is authorized only to one's own lot. The PIHA 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 PIHA.

#### ***E.4.3 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 PIHA on a case to case basis. The PIHA 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 is not allowed.

#### ***E.4.4 Workers Stay-in***

PHA 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 PIHA 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.4.5 Construction Workers I.D.'s***

All workers must secure their I.D.'s prior to any construction activity. Penalties and fines may be imposed on workers who use I.D.'s assigned to previous construction or a construction other than the assigned construction site or residence. Workers with expired I.D.'s or found without the same shall be charged with illegal entry and shall be dealt accordingly.

#### ***E.4.6 Delivery of Materials***

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

#### ***E.4.7 Fencing of Construction Area***

All construction areas shall be fenced off with G.I. sheet that is painted green to maintain the cleanliness and upkeep of the area. Height of the fences shall be at a minimum of 2.0 meters from ground level.

#### ***E.4.8 Fines and Penalties***

Developer and/or PIHA reserves the right to periodically review and amend the fines and penalties as deemed necessary to add or amend these construction guidelines.

### **F. TRANSFER OF RIGHTS**

#### **F.1 Right of First Refusal**

a. 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").

b. 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.

c. 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 (Php 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.

d. The preferential right of the Developer under the section shall terminate upon turn over of the subdivision to the PIHA.

**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 this Restriction shall limit the rights of the Developer to utilize any roadway, utilities, 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 date of the execution of the Contract to Sell or Deed of Absolute Sale as the case may be. 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 PIHA in Section D shall always be respected.

The foregoing restrictions may be enjoined and/or enforced by court action, by Developer and/or PIHA. 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 PIHA 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 PIHA 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 / PIHA or by any Lot Owner in THE PALISADES ILOILO, 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 ten (10) pages are shown to the Owner as Annex

" \_\_\_\_\_ " of the Contract to Sell/Deed of Absolute Sale of THE PALISADES ILOILO and the Owner agree to be bound and shall abide by the same.

CONFORME:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Spouse