



## **DEED OF RESTRICTIONS**

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BLK 19 LOT 68  
SARI GROVE

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The Sale of any Lot of the Real Estate Project “KOTA KELUARGA” located in Barangay Laiya Ibabao and Barangay Barualte, Municipality of San Juan, Province of Batangas, Philippines, shall be subject to the following restrictions, easements, conditions and definitions, which shall be annotated in the corresponding certificate/s of title as property encumbrances, to wit:

1.

DEFINITIONS
- 1.1

"DEED" or "Restrictions" shall mean and refer to this Deed of Restrictions as amended, modified, and supplemented from time to time.
- 1.2

"Developers" refers to Pueblo Niño Development Inc. (PNDI), 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 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 approval of the plans, permits, and clearance shall be secured from the Association.
- 1.3

"Association" or "KKHA" – shall mean and refer to KOTA KELUARGA Homeowners Association.
- 1.4

"Owner" shall mean and refer to the record owner/s 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.
- 1.5

"Project" shall mean and refer to the Property and all Buildings constructed thereon.
- 1.6

"Lot" or "Property" shall be taken to mean an Open Lot or House & Lot, whichever is applicable, of PUEBLO NIÑO.
- 1.7

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

2.

ASSOCIATION MEMBERSHIP

- Membership

Upon purchase of a Lot or Lots at KOTA KELUARGA, the Owner shall automatically become a member of the Association and he/ she 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.
- Assessment

The KKHA 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 KKHA may commence collection from it immediately upon signing of the Contract to Sell of KOTA KELUARGA.
- 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 KKHA dues. Payment for association dues will be implemented upon turnover of KOTA KELUARGA to KKHA.
- Implementation

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

Move – In Fees		
Water meter service connection	–	Php 3,500.00
Security deposit for water consumption	–	Php 2,000.00
KKHA Membership Fee (one-time payment)	–	from Php 1,000.00 to Php 2,000
Two (2) months advance for association dues	–	from Php 5 per sqm / mo. To Php 6

3.

RESTRICTIONS

Residential Use and Occupancy of Lots

- Residential Lot Limitations

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 4.1.2 will not be violated.

In no event may the Lot be re-subdivided. However, two (2) lots may be consolidated into one provided it shall not thereafter be re-subdivided and further provided that the construction on these lots shall be subject to the setbacks and easements provisions in Section 4.1.2. Only a maximum of three (3) open lots may be consolidated and re-subdivided into a lesser number of open lots provided that the resulting open lots shall not be smaller in area than the smallest lot before consolidation and provided further that the construction on these lots shall be subject to the easements provision in Section 4.1.2

In all cases, the consolidation / subdivision plan shall be duly approved by the Developer and the proper government office or agency, and duly registered in Registry of Deeds of Batangas.

- Residential Use

a)

Lots shall be used exclusively for residential purposes. No other purposes or uses, including but not limited to access / right-of-way to any adjacent land/s outside the Project whatsoever 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 any establishment 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 / devoted 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 purposes. 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, 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 any 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 KKHA has the right to haul or remove for proper disposal all construction materials, equipment, stockpiling on vacant lots and common areas without necessary permit and at the expense of the Owner within seven (7) days of Owner's receipt of notice from the Developer and/or KKHA 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.

#### **Sign Boards**

No sign of any kind shall be displayed to the public view on or from any Lot without the approval of the Developer and/or KKHA. 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 on shingles of professionals measuring no larger than 40 centimeters by 20 centimeters may however, be permitted, and provided that the materials to be used and the design be approved by Developer and/or KKHA.

#### **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 (3) 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 purposes and provided further that these pets are properly documented with the KKHA office. Every person bringing an animal upon or keeping an animal in the Project shall be subject to the rules and regulations of the KKHA. 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.

#### **Leasing**

No Owner shall be permitted to rent or lease his house and lot for transient or hotel purposes, for a period of less than thirty (30) days. 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 breach of this agreement.

#### **Use of Streets**

##### **Stickers**

Different kinds of stickers will be issued to ease entry into and exit from the Project by the KKHA 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.

##### **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 the Association.

##### **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 road as to cause defacing, obstruction or clogging of the drainage system, or damage to the sidewalk, curbs, gutters and roadways.

**Motor Vehicles and Car Repairs**

No motor vehicles 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, provided further, that during times of extreme emergencies such as earthquakes, fires, these alleys 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 -, or ten - wheeler vehicle or any commercial type truck park overnight around the Project roads and parkways.

Developer and/or KKHA shall prohibit car repairs/ maintenance work to be done on the streets of or anywhere within the Project areas especially if these said repairs would involve the possible spillage of oil and other fluids.

**Owner’s Maintenance Obligations**

**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 the purpose, Developer and/or KKHA 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 maintenance of their lot at cost.

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

**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 a neat, clean, safe, attractive and sanitary condition at all times. Adjoining Lot Owners shall be jointly responsible for the maintenance, repair and painting of any walls or fences erected by Developer or by agreement of such adjoining Owners, along or within 0.30 meter of the Property Line.

**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.

**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 KKHA 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 PNHA can cause its demolition at the sole expense of the Owner.

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

**4. BUILDINGS AND ARCHITECTURAL CONTROL**

Statement of Principle: The image and architecture of **KOTA KELUARGA** reflects an approach to Asian Fusion style, a blend of regional influences, practicalities and forms fused into functional and aesthetically stimulating houses and settings. This allows the community to have its own unique living experience, an honest-to-goodness lifestyle a set apart from the usual residential community images. 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 **KOTA KELUARGA**  
**Architectural Design Control**

**Architectural Character**

The theme of KOTA KELUARGA is an approach to Asian Fusion style. 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 KOTA KELUARGA, we encourage the use of the following distinctive ASIAN design elements:

- Earth tone building walls colors
- Natural colored stone cladding accent for exterior wall
- Patios, verandas, pocket gardens and/or pockets of transitional spaces created by the orientation of the house
- Generous, operable picture windows and screens for ample cross-ventilation
- Interior spaces which allow direct relationship with the outside
- Split leveling of spaces
- Flexible and multi-functional spaces

The elements to avoid or minimize are:

- Dark wall colors
- Simple, box – like architecture without articulation

**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 for ventilation purposes.

**a) 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 a free – standing pillar) or any projections there from, including the carport. The minimum setbacks are as follows:

	(10 – 19 meter R.O.W)
• Fronting the Street	3 meters
• Sides	2 meters
• Rear	2 meters

Some corner lots would follow an easement of 3 meters for both frontages to preserve the over – all landscaping theme of the project.

In cases of thru lots (lots with two street frontages but are not corner lots), both frontages shall have a 3-meter easement. The lot frontage would be determined through the designated lot access as stated in Section 4.2.

Please refer to Appendix E for the lot plan reflecting the building line setbacks.

The following are not allowed within the specified setbacks:

- Bay windows and other similar projections
- Permanent laundry or drying area
- Maids’ or drivers’ quarters

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

The Owner, lessee, or representative shall permit thereto by the authorized representatives of Developer or PNHA, or Public Utilities Company concerned for the purpose of which easement is created (be it construct, repair, replace, improve or maintain the utility systems).

No construction of any building/ room/ structure or concerning 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 cost, 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.

**b) 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: 2.0 meters
- Sides and Rear : 1.0 meters

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

**Laundry and Washing Area**

The Owner agrees to provide an enclosed area for laundry/ washing purposes located inside the house (subject to Section 4.1.2), specifically in places where these areas will be hidden from view. Permanent clothesline 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 4.1.2.). Developer and/ or KKHA reserve the right not to approve any building plans without this said provision for laundry or washing area.

**Auxiliary Structure**

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 maids’ or drivers’ quarter should follow the building line and roof line setbacks as specified in Section 4.1.2.

**House Size**

Houses should have at least 140 sq. m. of enclosed area.

**Building Height**

All structures to be built on lots must have a maximum height of 9.0 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 the most two – and – half stories. For lots with two frontages, as in the case of corner or thru 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.

**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 Two Million Five Hundred Thousand Pesos (Php 2,500,000.00) at present day costs. The minimum value of new buildings to be constructed inside Lot/s will be reviewed periodically and may be revised from time to time in order to preserve the over – all value of the Project.

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

**Building Walls**

Color intended to act as primary theme conveying element. The following wall colors are encouraged: white, off – white with contrasting earth tone accents. Three or four colors are desired; one base color and two or three accent colors. The accent colors would typically be used on the cornice bands, window articulation, window frames, railings, and doors.

**Roofs**

‘CPAC MONIER - Prestige Flat Concrete Roof Tiles’ is exclusively recommended. Painted / unpainted G.I. sheets, flat finish asphalt shingles, and asbestos are not allowed.

Choice of colors of roofing materials/ finishes will be limited to colors normally associated with earth – tones (e.g. dark shades of brown, red & green, grey, terracotta, beige, etc.). Developer and/ or KKHA 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 / KKHA.

**Walls and Fences**

In order to preserve the general theme and character of KOTA KELUARGA, the application of a uniform fencing plan will be implemented. All fence and wall designs shall be subject to prior approval of the Developer / KKHA.

**a) Front yard**

Steel grill Picket fences shall only be allowed after a 1 meter setback from Side Walk or jogging trail. Thru lots will have no wall on the designated frontage. All corner lots will have no walls on both frontages.

Front yard specifications:

- Maximum height of 1 meter
- Will only be allowed after the 1 meter setback from side walk or jogging trail.

Along the side property boundaries (adjoining another lot), only a 0.30 meter (measured from the finished grading line) hardscape (e.g. zocallo, planter box/es, wall seat) or hedge rows (also measured from the finished grading line) shall be allowed within the 2 – meter setback.

**b) Side and rear yard walls**

The walls shall be 5 feet concrete with plasters and finished in off – white.

Side and rear yard fences adjacent to the main spine road shall be strictly cement-finished on both sides.

Fences made of cyclone, mesh or barbed wire shall not be allowed. Detailed fence and gate plans for the Lot/s shall be subject to the approval of the Developer and/ or the KKHA 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 Lot 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.

Opening or access through the perimeter walls shall not be allowed nor shall any connection or extension of the water and other community facilities and utilities through said walls be allowed.

**Front Yard Landscape**

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

**Lot Access / Driveway**

No vehicular entrances or exits shall be allowed along five (5) meters from the 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.

Driveways intersecting the sidewalk must be constructed so that a gentle down curve connects the sidewalk with the driveway. The maximum allowable difference elevation between sidewalk pavement and driveway is 0.125 meter with a slope of 1:3 (One vertical to three horizontal or flatter).

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.

**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.
- Landscaping and / or grading of individual lots must be clearly indicated on the plans of the proposed building, showing the original ground line of said lots at the time of purchase as reference level. Any change or deviation from said original level is subject to the approval of the PNHA whose decision shall be final; However, such approval shall primarily be based on a comparative study of the ground level of surrounding 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 structural 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 PNHA.

**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.

**Utilities**

**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 Developer / KKHA and from the utility companies concerned before tapping any utility line.

Each Lot Owner shall provide only one connection for each utility line.

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

**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.



**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 KKHA.

**Deep Wells**

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

**Solar Water Heaters**

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

**Septic Tank**

The Owner shall construct / provide for a three – chambered septic vault to service each house unit conforming to the specification 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

**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 Drainage. These traps should be kept uncovered until inspection has been conducted by the Developer / Association Inspector.

**Waste Systems**

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

**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, and professional / commercial radio based antennae.

**Prohibited Actions**

**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, hardscape, walls/ fences, driveways found outside his Lot/s, except in accordance with the provisions in this Restrictions set forth in Section 4.1.

**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 KKHA.

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 KKHA 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 trees that has been cut, damaged, removed and relocated.

**5. ADMINISTRATIVE GUIDELINES**

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

**Commencement of Construction**

Construction of any structure on the lots may commence only after the Owner has paid **at least 85% of the total contract price** of the Lot/s and when house have been approved by the Developer / KKHA. No house plan shall be approved unless the Owner pays a construction deposit / permits as specified in Section 5.4.1. and has complied with all the necessary requirements.

When the construction of a building has begun on a Lot, work shall be pursued diligently and continuously to completion subject of 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.

**Submission, Review and Approval of Plans**

**Submittals 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 and fencing plans**, must first be submitted in triplicate and expressly approved by Developer / PNHA sixty (60) days prior to the start of construction.

Developer / PNHA 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 / KKHA, if construction is not in consonance with the approved plans, or if any construction begins prior to approval by Developer / KKHA.

#### **Review of Plans**

Developer / KKHA shall review the plans and specifications for any proposed construction / improvement / alteration with the intent of preserving and maintaining the over – all aesthetic appearance, value and uniformity of the Project. Developer / KKHA may withhold approval of the plans and specification 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 / KKHA with the proposed nature, kind, plan, design, shape, dimensions, propositions, architectural style, color, finish or materials to be used therein, the pitch or type of any proposed roof, or size, type, locations of any proposed roof, or size, type, locations of nay proposed trees or other landscaping to be planted on the Lot; or
- c) Reasonable dissatisfaction of the Developer /KKHA with any aspect of the construction / alteration / improvement which, in the reasonable judgment of the Developer / PNHA, would cause the proposed alteration / improvement / construction to be inappropriate, in harmonious 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.

#### **Approval of Plans**

The Developer or KKHA shall take action on all plans and specification within sixty (60) days after the submittal thereof to the Developer or KKHA. In the event, the Developer / KKHA fails to act within such period, the plans and specifications shall be deemed approved. Any action by the Developer / KKHA 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 KKHA who concur in such action.

#### **Construction on Wrong Lot**

In the event that the Owner constructs his/ her house on a wrong Lot, the Owner shall automatically remove said construction at his/ her expense; otherwise, the Developer and/ or the KKHA 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.

#### **Construction Guidelines**

Should any construction activity commence without the necessary permits and/ or consent or Developer / KKHA, 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 or, 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 / KKHA.

#### **Charges and Fees (*subject to periodic review*)**

Construction deposit, charges and fees are effective on January 01, 2003 and shall be subject to periodic review. The Association reserves the right to revise the rates from time to time as needed.

#### **a) New Construction**

- Construction Deposit: Php 50,000.00, refundable

This amount is subject for review / change by the Developer / KKHA from time to time. Said deposit shall be refunded without interest to the Owner after full completion of construction less whatever damages Owner may have cause to the Project facilities and after Developer / KKHA has been satisfied that all restrictions embodied herein have been comply 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.

- Plans Processing Fee: Php 1,500.00 non-refundable
- Administrative surcharge: Php 6,000.00 (advance payment for security services and the collection of construction debris/ garbage for 6 months) plus Php 2,000.00 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 the necessary fees and deposits in relation to construction, Owner shall be responsible for the application and filling of the necessary permits and license 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 from the Owner’s account.

**b) Improvements / Additional Structures**

- Construction Deposit of Php 20,000.00 refundable (refer to Section 5.4.1 – a)
- Plans Processing Fee Php 1,000.00 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 KKHA's other rights and remedies, it is also agreed that due authorization is given to the KKHA to deduct charges, fines, etc. against the construction deposit as may be applicable to answer for liabilities as defined herein. Any deduction that the KKHA may make from the Construction Deposit shall not constitute any waiver of its rights and remedies under this Deed of Restrictions.

**Permits and Clearances**

**a) Building Permits**

The compliance of all KKHA existing rules and regulations with existing Municipal, Provincial or National government's requirements is the responsibility of the OWNER and/ or Builder. All requirements for construction may be inquired from KKHA Office.

**b) Stockpiling of Construction Materials**

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

**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 KKHA on a case to case basis. The KKHA 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.

**Workers Stay – in**

KKHA 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 KKHA Security Department terms and conditions. Any number of persons exceeding the maximum limit and without permit shall be subject to a penalty and fine.

**Construction Worker's 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. A worker with expired I.D.'s or found without the same shall be charged with illegal entry and shall be dealt with accordingly.

**Delivery of Materials**

Deliveries of materials shall be allowed Monday to Saturday, between the hours of 7:00 a.m. to 12:00 nn. No deliveries shall be allowed outside this period. All deliveries shall only pass through the designated gate.

**Enclosure of Construction Area**

All construction areas shall be enclosed with blue polyethylene sheets or painted GI 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.

**Fines and Penalties**

Schedule of fines and penalties to be imposed on any violation of the construction guidelines will be made available upon approval of the construction plans.

Developer and/ or KKHA reserve the right to periodically review and amend the fines and penalties as deemed necessary.

**6. TRANSFER OF RIGHTS**

**Right of First Refusal**

- a) Should the Owner desire to sell, assign or otherwise convey his or her rights or interest 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 Owner to a third party under the foregoing provision shall be subject to a transfer fee not exceeding Twenty Thousand Pesos (Php 20,000.00) if the title to the lot/s has not yet been transferred to the Owner at the time of the said date or conveyance.
- d) The preferential right of the Developer under this section shall expire upon turn over of the subdivision to the KKHA.

**7. 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. Furthermore, nothing in this Restriction 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.

**8. 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 period of fifty (50) years commencing from 01 January 2003. Restrictions may be added to but 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 KKHA in Section 4 shall always be respected.

The foregoing restriction may be enjoined and/ or enforced by court action, Developer and/ or KKHA. In the event of any violation of the foregoing restrictions, and/ or delinquent payment of the lot, house and lot, or fees of whatever nature, Developer and/ or KKHA 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 will violate this Deed of Restrictions without the prior written approval of Developer and until all stipulations of 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 premises, or to allow others the commission of any of the aforesaid acts, without previous written approval from Developer.

The KKHA and its duly authorized representatives shall have the right during reasonable hours of the day and upon due 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 San Juan, Batangas by the Developer / KKHA or by any Lot Owner in KOTA KELUARGA, Brgy. Laiya Ibabao and Brgy. Barualte, San Juan, Batangas, Philippines, or by all of them.

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

**9. ACKNOWLEDGEMENT OF RESTRICTIONS, RULES AND REGULATIONS**

It is acknowledged that all the foregoing stipulations, rules and regulations consisting 12 pages are shown to the Owner as Annex A of the Contract to Sell of KOTA KELUARGA and the Owner agrees to be bound and shall abide by the same.

**CONFORME:**

**SPS. LOUIE & CARMINA AMURAO**  
**BLK 19 LOT 68**  
**SARI GROVE**

\_\_\_\_\_  
Date Signed

