

DEED OF RESTRICTIONS

LA RESIDENCIA DE STA. ROSA
PHASE __ LOT __ BLOCK __

The BUYER of the above-described unit and its Successors-in- Interest, shall hereby hold themselves in strict compliance of the restrictions and conditions as follows:

SECTION I

APPLICABILITY

1.1 This Deed of Restrictions shall be binding on the owners, lessees, buyers and their successors-in-interest. The acceptance of a deed to any lot and/or the occupancy or the use of any house/lot within LA RESIDENCIA DE STAROSA shall constitute an acceptance of these restrictions and/or agreement to be bound by and complied with the provisions hereof.

SECTION II

ANNEXATION

2.2 From time to time, BRITANNY DEVELOPMENT CORPORATION (hereinafter referred to as SELLER) and/or its successor- in-interest shall have the right to acquire, develop and improve adjacent real properties to the village for the purpose of incorporating them into the subdivision without the necessity of seeking prior approval of the LA RESIDENCIA DE STA. ROSA HOMEOWNER'S ASSOCIATION (LRSRHA)

SECTION III

HOMEOWNERS' ASSOCIATION

3.1 It is an integral part of the development scheme of the SELLER to initiate the formation of **LA RESIDENCIA DE STA. ROSA HOMEOWNER'S ASSOCIATION (LRSRHA)** (hereinafter referred to as the "**ASSOCIATION**").

3.2 The **BUYER** automatically becomes a member of the **ASSOCIATION** and agrees to abide by all rules and regulations promulgated by it in the interest of sanitation, security and the general welfare of the community, including the imposition of fees to fund such services. The **BUYER** cannot withdraw his membership from the **ASSOCIATION** unless he sells or parts with his interest (s) in the land and improvements thereon, if any. In such a case, however, the **BUYER's** successor-in-interest shall be bound by this condition.

3.3 The buyer agrees that his unsatisfied obligations in favor of the **ASSOCIATION** shall constitute a lien on the property herein sold and/or on any of his interests therein, inferior only to the lien of the **SELLER** on the same.

3.4 While absolute ownership of the facilities and utilities for water supply, street lighting, maintenance of roads and drainage and such other facilities that may be put up for the promotion of the general welfare, health, safety and morals of the members of the **ASSOCIATION**, shall continue to remain in the name of the **SELLER**, the **ASSOCIATION** shall conduct the affairs and activities of the association related with the proper operation, maintenance, regulation, enforcement of the Association rules and regulations as well as these restrictions, and shall manage and maintain the facilities before mentioned, subject however to the control and supervision of the **SELLER**.

3.5 The imposition and adjustment of fees, charges, dues and assessments for water and temporary electrical facilities shall exclusively belong to the **SELLER**. It is also understood that the **SELLER** may in due time transfer with proper arrangements, ownership of such facilities to the **ASSOCIATION** which shall be bound to accept the same provided that fifty (50%) percent of the lots in the particular phase or phases of

said subdivision being turned over have been sold and the facilities therein have been substantially completed provided further that the **ASSOCIATION** shall have been duly registered in the Home Insurance and Guaranty Corporation (HIGC). Furthermore, the **BUYER** shall faithfully comply with all the rules and regulations, which in every instance, must be made and promulgated with the prior written approval of the **SELLER** over the property or properties of any member of **ASSOCIATION**, sign the standard contracts for such facilities and utilities and faithfully pay fees, charges, dues, and assessments unpaid for such facilities and utilities; and in addition the **ASSOCIATION** and/or the **SELLER** can take such action as is appropriate to ensure the related payment.

SECTION IV

USE OF LOTS

4.1 The property shall be used for residential purposes only and for no other purpose or purposes unless otherwise specified in the plans and specifications submitted with the Housing & Land Use Regulatory Board or any government agency concerned. The property shall not be used for any immoral or illegal activity; no contraband, effects of crime, explosives or combustible materials or obnoxious substances shall be kept or maintained in the premises. The property shall not be used for commercial purposes except as otherwise stated herein especially as a sari- sari store;

4.2 The **BUYER** shall, under no circumstances, use or allow to be used, extend or grant the lot as right-of-way or access to any adjoining property without the written consent of the **SELLER**. Any such grant without the written consent is null and void.

4.3 Individual lots shall not be subdivided; however, two lots may be consolidated into one. Three or more lots may be consolidated and subdivided into Tesser number of lots provided that none of the resulting lots be smaller in area than the smallest lot before consolidation. In all cases, the consolidation / subdivision plan shall be duly approved by the **SELLER, BRITANNY DEVELOPMENT CORPORATION** or its corporate successors and the proper government office or agency and duly registered in the proper Office of the Registry of Deeds. (A)

4.4 Only one single family house shall be constructed on a single lot.

4.5 Every lot owner must provide in his lot an open space for purposes of landscaping and for an easement for drainage, sewage, water, and other public utilities as may be necessary and desirable. Such open space shall have a minimum easement of:

3 meters front

2 meters on sides and rear

4.6 The owner, lessee, or representative shall permit access thereto by the authorized representative(s) of Brittany Development Corporation or its corporate successors, or public entities concerned for the purpose of which the easement is created.

4.7 Above easement shall be subject requirements: to the following

Corner lots shall provide 10% of the area as open space;

For inside lots, the provision for open area should be 20%.

4.8 No existing tree, within or outside the lot, shall be cut, removed or damaged, nor shall be relocated or transferred without the written approval of **SELLER** and/or its corporate successors. When all the residential lots in the subdivision shall have been sold, and all the street lanes, and open spaces shall have been disposed of to the Homeowners' association or to the proper government entity concerned, such approval shall be secured from the **SELLER**.

4.9 The **BUYER** agrees to admit in the premises representative(s) of the **SELLER** to carry into effect the purpose for which the easement is created, to inspect and relocate monuments and/or to install or disconnect line, for light, telephone, water, and other like facilities;

4.10 The **BUYER**, his heirs, successors or assigns shall not use or maintain the property as well as the roads and alleys and adjoining properties as dumping ground for construction materials like sand, stone, gravel, etc. as well as the rubbish, trash garbage or other wastes except as otherwise stated herein. The **BUYER** may provide for the necessary garbage cans or receptacles for the disposal of rubbish and other trash. The garbage cans and receptacles must conform to the design and color specified by the **SELLER** or the Homeowners' Association.

4.11 The owner and /or lessee of the lot shall at all times keep the grass of the lot cut and trimmed to reduce fire hazards on this purpose, the **SELLER** or the Association is permitted to cut and trim the grass at any time when such grass grows beyond one feet from the soil and the buyer is obliged to pay the cost with interest at 2% per month.

4.12 No commercial or advertising signs shall be placed, constructed, erected or entered on the property except nameplate and professional signs not exceeding 30cm x 60cm in size and placed only on the premises of the buyer thereof except on designated commercial area;

4.13 No cattle, pigs, sheeps, goats, ducks, geese, rabbits, carabao, horses, or chicken shall be kept or maintained within the property except such pets as may be allowed by the Association.

4.14 No soil, fruits, trees, plants, or any other matter from the property or from any other lots in the subdivision may be taken without the consent of the **SELLER**.

4.15 A P 5,000.00 penalty shall be imposed on person(s) deliberately cutting tree(s) within the Subdivision and a P 2,000 shall be imposed on person(s) who accidentally cuts the tree(s). Replacement of cut/dead fallen tree(s) shall be of the same variety as the existing tree (s) planted in the area.

4.16 The **SELLER** hereby grants the **BUYER** the option to landscape the planting strip, if any, fronting his property. Such landscaping shall be at curb level and shall be conducive to pedestrian use;

4.17 For maintenance of vacant lots, the **BUYER** shall shoulder the same. In case, however, the **BUYER** fails or refuses to do so, the **SELLER** or the Homeowners' Association may, at their own expense, advance the maintenance fee thereof chargeable to the **BUYER** plus two (2) percent surcharge per month.

SECTION V

BUILDING AND ARCHITECTURE

5.1 The total construction cost of the proposed residential house of the **BUYER** shall not be less than **ONE MILLION PESOS (P1,000,000.00)**. However, this amount may be adjusted from time to time by the **SELLER** and/or its corporate successors. The complete plans and specifications including a copy of bill of materials and cost estimates duly signed and sealed by a registered Architect or Engineer shall be submitted and subject to approval of the **SELLER** before start of construction.

5.2 Residential houses or any structure shall not be higher than 10 meters measured vertically from the highest projection of the building proper to the crown of the road immediately fronting the lot.

5.3 No House or Building plan shall be approved unless the **BUYER** shall have paid to the **SELLER** a construction deposit in the amount of P 30,000.00. Said deposit shall be to the buyer after the completion of the construction, less amount for damages on the

subdivision and its facilities occasioned by such construction, if any. In the event of violation by the **BUYER** of any provision of this Deed of Restriction relative to construction, specifically with respect to setback, the **SELLER** reserves the right to withhold refund of the deposit, unless and until such violations are corrected; Construction shall not exceed twelve (12) months unless a longer period is agreed upon. The **BUYER** has to advance five thousand pesos (P 5000.00) representing the related maintenance fee for the twelve-month construction period. If the construction is completed in less than 12 months, the proportionate amount shall be refunded. Additional proportionate fees shall be charged if the construction period went beyond 12 months.

5.4 The plan must first be approved by the **SELLER** for a P500.00 processing fee before a permit could be secured from the city or municipality concerned. No construction of fencing shall be started, nor materials stockpiled prior to the approval of the **SELLER** and the grant of a City or Municipal Building permit;

5.5 In the event the **BUYER** constructs his/her house on a wrong lot, the **BUYER** shall immediately remove said construction at his expense; otherwise the **SELLER** shall immediately remove the same at the **BUYER'S** expense without the necessity of court order and without any criminal and/or civil liability whatsoever on the part of the **SELLER** or any of its officer or employees;

5.6 All building must be of strong materials properly painted or finished and of a type of architecture that is in harmony with the surrounding landscape and homes of the vicinity. Adjacent lot(s) may be used for dumping of material or stockpile for construction provided there is consent of the concerned lot owner(s) and provided further that said lot(s) are immediately cleaned after construction of the **BUYER's** house. All temporary building, stall, barn, or other structures used in the construction shall be removed and demolished within thirty (30) days from completion thereof. In case of failure of **BUYER** to do so, the **SELLER** may effect without court intervention the removal or demolition of the same but the cost thereof shall be chargeable to the **BUYER**;

5.7 The **BUYER** shall not mix concrete on the subdivision's concrete road or paved sidewalks;

5.8 Damaged, if any, to the sidewalks, curbs, and gutters fronting the **BUYER** residence due to the construction of the **BUYER's** house shall be charged to the **BUYER**;

5.9 No structure is allowed to occupy the roads, sidewalk, curbs, and gutters;

5.10 All structure footings and underground structure must not extend beyond the limits of the **BUYER's** property including the limitations on the sidewalks.

5.11 All buildings should be subject to the pre-construction and construction requirements as indicated in **ANNEX A**.

SECTION VI

DRAINAGE AND WATER SYSTEM

6.1 The **SELLER** or its assigns or successors shall be responsible for the installation of deep well or water reservoir and/or water mains in the subdivision and shall manage and supervise the operation of the same until turn-over to, and the acceptance by the Government Agency concerned or the Association. **NO BUYER** or person shall be allowed to tap its water supply outside the aforesaid water mains without express written permission from the **SELLER** or its assigns and the **BUYER** further agrees to pay such rates as the **SELLER**, its assigns or successors, shall hereafter charge for the proper upkeep and maintenance of this service. For any damage on the water mains and/or drainage system caused by the **BUYER** or his Contractor, the same shall be repaired at the expense the **BUYER**. of

6.2 **BUYER** shall apply for water service with the **SELLER** or its assigns or successors until such time the same is assumed by the Government agency concerned;

6.3 The **BUYER**, his heirs, successors, or assigns shall not be allowed to install or repair the drainage or utility lines outside his/her property without express approval of the **SELLER**; and the **BUYER** will not obstruct cover or destroy any drainage or inlet thereof. Boring through concrete curb or gutter without prior consent by the **SELLER** is strictly prohibited;

6.4 **BUYER** shall not be allowed to install booster pump or similar devices for his connection to the subdivision water system. Any violation hereof shall give the **SELLER** the right to discontinue service to the buyer;

6.5 Individual deep wells shall not be allowed.

SECTION VII

SEWAGE AND GARBAGE DISPOSAL AND OTHER FEES

7.1 Sewage and disposal must be by means of adequate septic tanks to be constructed by the **BUYER** in accordance with the standards prescribed by the regulatory agency concerned. Drain water is not permitted to flow over the sidewalk;

7.2 In case the **SELLER** and/or the **ASSOCIATION** decides to operate a garbage collection system, the **BUYER** agrees to pay a monthly garbage fees in such amount or may be fixed by the **SELLER** and/or by the Homeowners' Association.

7.3 In case the **SELLER** provides facilities in the subdivision like a swimming pool, gym, spa, tennis courts and basketball court, the **BUYER** agrees to pay a maintenance fee which will be included in the annual membership dues to cover the cost of maintenance thereof. Those who fail or refuse to pay the maintenance fee shall not be allowed to make use of these facilities without prejudice to other persons provided for herein;

SECTION VIII

WALLS AND FENCES

8.1 The **BUYER** of the lot may be allowed to construct perimeter fencing within his property provided that such fence shall be of strong materials such as concrete, hollow blocks, bricks, adobe or of any materials duly approved by the **SELLER** and Government Agency concerned. The perimeter fence shall have a maximum height of 2.0 meters for all sides of the perimeter. This height limitations shall be measured from the top of the center of the road fronting the property to highest vertical projection of the fence;

8.2 No restrictions as to height applies to walls made of live vegetation. The term "walls" includes all post, columns, decoration and gates attached to the said walls but not including decorative lamps and trellises.

8.3 A laundry sink must not be constructed against the boundary wall / fence, and the housing for a generator set and/or a swimming pool filter which is made of concrete must not be more than one meter high and should be one (1) meter from the boundary wall/fence.

SECTION IX

VEHICULAR ENTRANCES

9.1 No vehicular entrances or exits shall be allowed along the circular curves or at the street intersection.

SECTION X

USE OF STREETS

10.1 Duly authorized hospital or medical clinics, charitable, religious, civic, or political institutions, and the establishment that may be put up within the subdivision, may all be allowed to use the streets in the subdivision to and from their respective places for their patients, students, teachers, members, employees, and guests. Said institutions may be assessed by the **SELLER** and/or the Association in such manner as may be fixed from time to time.

10.2 Stickers are issued to ease the entry into and exit from the subdivision to members and authorized visitors, tricycles, and suppliers. Application for stickers which last for one year are always available at the Association's office. Vehicles without stickers shall be subjected to screening and security as may later be determined.

SECTION XI

MISCELLANEOUS

11.1 ID SYSTEM. IDs are issued for a minimal fee. The **BUYER** should fill up the required form, attach a photograph, and send to the the **SELLER** and/or office directly or through the gateguards or any security personnel. These IDs distinguishes the subdivision occupants from outsiders.

11.2 MOVE-INS. No move-ins will be allowed without prior notice by registered owner to the Association. After occupancy, residents must immediately apply for IDs at the the **SELLER** and/or office. In case of leased houses, new tenants are required to register with the **SELLER** and/or **ASSOCIATION** before residing in the Village. Lessor should provide the **SELLER** and/or with telephone number and address of tenants and a list of relatives and househelp. Upon occupancy, immediate applications for IDs at the **SELLER** and/or is required. A copy of the lease contract shall be filed with the **SELLER** and/or **ASSOCIATION**. If the house if furnished, a list of furnishing should also be filed with the **SELLER** and/or **ASSOCIATION**.

11.3 MOVE-OUTS. Written notice to the **SELLER** and/or **ASSOCIATION** must be filed during office hours at least 24 hours before any owner/ tenant decides to move out. The same shall be done at least one day prior to a weekend or holiday. No move-out of furniture will be allowed unless the registered owner issues the following: a release holding the **SELLER** and/or **ASSOCIATION** free and harmless of any and all claims and liabilities, and, in case of a lease, a written permit to the tenant with a copy furnished to the **SELLER** and/or **ASSOCIATION**. All **ASSOCIATION** dues must be settled by owner and/or tenant before issuance of gate pass. No move-out will be allowed after 9:00 PM. All IDs should be returned to the office prior to the move- out. Any loss shall be the role responsibility of the **BUYER**.

11.4 DRIVING WITHOUT A LICENSE. All persons, particularly minors, caught driving without license shall be apprehended.

11.5 SMOKE-BELCHING VEHICLES. For the first and second offenses, graduated financial penalties will be imposed. For the third offense, the vehicle will be banned from the subdivision.

11.6 STRAY DOGS. Stray dogs caught on the village street will be impounded and the owners will be fined on a daily basis.

11.7 SHOOTING OF BIRDS. The **SELLER** and/or **ASSOCIATION** maintains its policy of no shooting of birds inside the Subdivision.

11.8 FIRES. The burning of trash, garbage, and grass is strictly prohibited.

11.9 SOLICITATIONS, SURVEYS, SAMPLES, ETC. Door-to-door solicitations, surveys, samples, and the like are not allowed. Distribution of notices, circulars, flyers, etc. must be cleared and coursed through the **SELLER** and/or **ASSOCIATION**.

11.10 PARTY NOISE. Party noise after midnight that disturbs the peace and tranquility of the neighbors is discouraged and should be avoided.

11.11 CLOTHES DRYING FACILITIES. The erection of outside clothes line or other facilities for drying or airing clothes is not allowed on any house/lot except when they are erected, placed and maintained without being seen from outside and/or neighboring house/lot.

11.12 EXEMPTION FROM SUIT. The **SELLER** shall be exempt from suit except only on grounds of non-development of the subdivision as approved by the Housing and Land Use Regulatory Board (HLURB) and non-delivery of title in case of full payment of the lot.

11.13 SOUND-PROOF SYSTEM. Water main pumphouse / generator set must be sound-proof and shall follow building line setback. Barbeque pits are not allowed flush to the building line and shall follow building line setback.

SECTION XII

ENFORCEMENT

12.1 In the event of violation of the above restrictions, the SELLER or the Association has the right to extrajudicially abate and remove, at the expense of the unit owner, any structure, thing or condition existing therein which constitutes such violation or breach. The SELLER and or corporation shall not be guilty of trespass in any manner when exercising this right.

12.2 The remedies herein granted to the SELLER and or Corporation shall be in addition to those provided for by law, Articles of Incorporation, By-Laws, Master Deed with Declaration Regulations. of Restrictions and House Rules and

SECTION XIII

SEPARABILITY

The invalidity of any provisions of this Deed of Restriction shall not in any manner affect the validity or enforceability of the other provisions.

BRITANNY DEVELOPMENT CORPORATION.
SELLER DEVELOPER / OWNER.

BUYER (Sign Over Print Name)

Attorney-in-fact

ANNEX A

PRE CONSTRUCTION REQUIREMENTS

Any proposed construction activity, whether big or small in scale will require prior **LRSRHA** approval to allow the ingress of workers and delivery of materials to the site / residence.

The construction of all proposed new residences, renovations, building extensions and other auxiliary structures may not be implemented until the following requirements have been complied with:

1. Submission of Plans

1.1 Three sets: Owners' copy, Contractor's copy, and **LRSRHA** copy;

1.2 Owner's signature on construction plan, Architect's seal and signature on architectural plans, Electrical engineer's seal and signature on structural plans, Civil Engineer's seal and signature on structural plans, and Sanitary engineer's/master plumber's seal and signature on sanitary plans;

1.3 Three copies of survey/lot / location plan;

1.4 Minimum total floor area / cost (determined by **LRSRHA**)

2. Charges and Fees

2.1 New Construction

Guarantee deposits which are refundable after final inspection with no violations: P 30,000

- P 500 non-refundable plans processing fee

P 5000 maintenance fee for one year (P 416 per month). If the construction is completed in less than twelve months, the proportionate amount will be refunded. Applicable additional charges will be deducted from the construction bond should the construction exceed twelve months. This surcharge covers collection of construction debris and garbage.

Any other liabilities such as damage to common property, fines, etc., will likewise be charged against the construction bond.

2.2 Improvements (construction of swimming pools, trellises, fences, expansion work, antennae towers, gazebos, etc):

Guarantee deposits of P 5000 which are refundable after final inspection with no violations.

P500 non-refundable plans processing fee.

3. Permits and Clearances

3.1 Stockpiling is authorized only on your own lot. **LRSRHA** has no authority to permit anyone from using an adjacent lot without the owner's permission and will not accept responsibility or liability whatsoever should you do so without the owner's consent. If, however, the owner consents, he will issue a permit which must be approved by **LRSRHA**.

3.2 Penalties shall be imposed on builders who stockpile materials on common areas such as sidewalks, easements, alleys, streets, and other open spaces without prior approval from **LRSRHA**.

3.3 A temporary permit is issued upon full payment of the fees pertinent to construction to allow temporary mobilization only. Excavation work will not be allowed.

3.4 A permanent **LRSRHA** Building Permit Card is issued upon completion of all requirements regarding submission and approval of plans. A Municipal Permit as one prerequisite must be secured and submitted to **LRSRHA**.

3.5 Construction worker ID application forms from the **LRSRHA** office.

BRITANNY DEVELOPMENT CORPORATION.

SELLER DEVELOPER.

BUYER (Sign Over Printed Name)



BY: Attorney-in-fact