

# **PILA TOWNHOMES HOMEOWNERS ASSOCIATION Master Deed and Declaration of Restrictions**

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**DECLARATION OF RESTRICTIONS**  
**PILA TOWNHOMES**

The Declarant, as the owner and developer of PILA TOWNHOMES, intends to sell and convey townhouse and subdivision lot units as an integrated property parcel within the subdivision 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 providing an established area with a unique character and balance of built and natural environment that enhances and preserves the pedestrian environment and the visual and urban design quality of existing or future residential developments. The Declarant hereby declares that all the townhouse and subdivision lot units are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, or improved, subject to the following covenants, conditions and restrictions. All of said covenants, conditions and restrictions shall run with the land and the structures built thereon and shall be binding on all parties having or acquiring any right, title or interest in the house and lot units, whether as sole owners, joint owners, mortgagees, lessees, tenants, occupants or otherwise.

All the provisions of this Declaration of Restrictions shall form an essential part of the consideration of the sale of the townhouse and subdivision lot units within and shall be annotated on the corresponding certificates of title corresponding to said townhouse and subdivision lot units as voluntary liens and encumbrances.

**I. DEFINITIONS**

When used in this Declaration, the following terms shall have the following meaning:

*"Articles"* and *"By-Laws"* shall refer to the Articles of Incorporation and By-Laws of the Association, as the same may be duly amended from time to time

*"Association"* shall refer to the non-stock, non-profit corporation organized under the laws of the Republic of the Philippines, which would govern the Pila Townhomes

*"Board of Directors"* shall refer to the Board of Directors of the Association, duly elected and acting pursuant to its Articles, By-Laws, and this Declaration

*"Common Areas"* shall refer to those areas of the land and easements, together with all the structures, facilities and improvements constructed or to be constructed or installed thereon, located within the Subdivision and intended to be devoted to the use and enjoyment of one, some or all of the Owners. Common Areas are classified as Project Common Areas or Utility Common Areas, each of which is specifically described in Articles 3.2.a and 3.2.b respectively

*"Declaration"* shall refer to this Declaration of Restrictions, including any amendment or supplement thereto

*"Developer"* shall refer to corporate successors and assigns of Phildomus, Inc.

*"Housing Structure"* shall refer to the residential townhouse structure constructed by the Developer on the Lot as an appurtenance thereto

*"Lot"* shall refer to a designated parcel of land that is sold and/or leased together with the Housing Structure constructed on it. The boundaries of any Lot are shown in the subdivision plan hereto attached and made an integral part hereof as Annex 1

*"Owner"* shall refer to any person or entity holding title to a Townhouse Unit and/or having any accompanying right (to the extent provided herein) to use or benefit from it and the Common Areas of the Townhomes. As used herein, the term shall include a co-owner, assignee, successor-in-interest, mortgagee, lessee, tenant or occupant or officer, director or guest of any person or entity holding title or interest in the Townhouse Unit or any other person actually occupying or using the Townhouse Unit and/or otherwise authorized to exercise all or some of the rights of the Owner under the terms of an agreement or contract between them

*"Project"* shall refer to the townhomes and subdivision project of the Developer, known as Pila Townhomes including the Housing Structures constructed on the Lots, Common Areas and such additions thereto as may hereinafter be brought within the jurisdiction of the Association

*"Street"* shall refer to a road or courtyard intended for use as a passageway for vehicles within the Project

*"Subdivision"* shall refer to a residential subdivision located along Barangay Masico, Pila, Laguna, the territorial boundaries of which are defined in the Articles of the Association

*"Townhouse Unit"* shall refer to the Housing Structure and the Lot on which it was constructed, both of which shall be deemed integral parts of the whole and shall, as an indivisible property unit, unless otherwise specified, be deemed as one single subject

## **II. THE PILA TOWNHOMES HOMEOWNERS ASSOCIATION**

### **2.1 Membership**

Each Owner shall automatically be a member of the Association.

No other person shall be a member of the Association. Membership in the Association shall not be transferable separately from the Townhouse Unit to which it pertains and a transfer or conveyance of a Townhouse Unit shall automatically include the transfer and conveyance of membership in the Association.

Each Owner must abide by the rules and regulations laid down by the Association in the interest of sanitation, security, aesthetics and the general welfare of the community.

The Association is authorized to collect dues or make assessments to meet its expenses, which will constitute a lien on the property, junior only to liens of the government for taxes and voluntary mortgages for sufficient consideration entered into in good faith.

Each Owner shall be required to advise the Association of the sale of his Townhouse Unit to another party within fifteen (15) days from the date of execution of the contract covering such sale or lease.

## 2.2 Management

All the properties, business and affairs of the Association shall be managed and administered by the Board of Directors whose powers, functions and duties shall be specified in and governed by the Association's Articles and By-Laws.

The said Board, however, may delegate the management functions of the Association to a management committee as it deems fit.

The said management committee shall have the power to enforce the provisions of this Declaration of Restrictions.

### **III. PROPERTY SUBJECT OF THIS DEED**

All the following properties constituting the Project, including any and all additions or improvements thereto, are and shall be held, transferred, conveyed, sold, hypothecated, encumbered, mortgaged, used, occupied and improved subject to this Deed:

The title to and ownership of the Lot shall be evidenced by a transfer certificate of title, which shall be registered with the Registry of Deeds of Laguna.

#### 3.1 The Units

The Project has one (1) basic type of Housing Structure, which shall be more particularly described in Annex 2 with floor plans shown in the same Annex.

#### 3.2 The Common Areas

##### 3.2.a Project Common Areas

Project Common Areas shall consist of the property and the areas or facilities outside the Townhouse Unit boundaries, including the driveway, guardhouse, sidewalks, parks, playgrounds, clubhouse, open spaces, car park and other areas devoted or intended for the use of the Owners by the Association and/or the Developer.

### 3.2.b Utility Common Areas

Utility Common Areas are areas consisting of compartments, installations, and facilities used for the supply of electricity, water, sewerage, and other public utilities and services including pipes, conduits, wires, lines and all other devices operating, existing or hereinafter introduced for common use or necessary for the operation, existence, and upkeep and safety of the Townhouse Units or the Common Areas.

### 3.3 Developer's Discretion

The Developer commenced the site development of the Project on September 2005. The respective dates and periods on and within which the construction and implementation of the Project's future phases shall be completed by the Developer, the nature and concept of their development and the number of Townhouse Units which shall comprise each of these phases shall be subject to the absolute discretion of the Developer.

## **IV. PROPERTY RIGHTS OF THE OWNER**

The property rights of the Owner shall consist of:

- 4.1 Ownership in fee simple and possession of the Lot;
- 4.2 Ownership and possession of the corresponding Housing Structure constructed on the Lot;
- 4.3 An undivided beneficial interest in the Common Areas arising from membership in the Association which shall hold legal title to the said Common Areas; and
- 4.4 Ownership and possession of all utility and service lines (including electrical wiring, plumbing systems, sewerage, and telecommunication systems) that directly service the Townhouse Unit, net of the Utility Common Areas.

## **V. RIGHTS TO COMMON AREAS**

### 5.1 Owner's Right of Use

An Owner, his family and guests shall have a right to use, in common with the other Owners, the Common Areas, subject to the following rights of the Association:

- 5.1.a Owners who use the facilities and to limit the use of recreational facilities on the Common Areas by persons not in possession of a Townhouse Unit;
- 5.1.b The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas;
- 5.1.c The right of the Association to suspend or restrict the right to use the Common Areas by the Owner, for any period during which any assessment against his townhouse unit

remains unpaid and delinquent; and

5.1.d The right of the Association to transfer all or any part of the Common Areas to any public agency, authority or utility, subject to such conditions as may be agreed upon by the Owners. No such transfer shall be effective unless approved by two-thirds (2/3) vote of the members of the Association in a meeting duly called for the purpose and unless approved by the Developer.

5.2 Delegation of Use

An Owner may delegate his right to use the Common Areas to members of his family and tenants who reside in his Townhouse Unit.

5.3 No Waiver of Use

No Owner may exempt himself from personal liability for his pro-rata share in the Common Areas, and for assessments duly levied by the Association, by waiving the use and enjoyment of the Common Areas or by abandoning his Townhouse Unit. Neither shall the Owner be released from the liens and charges hereof, by waiving the same or abandoning his Townhouse Unit.

**VI. RESTRICTIONS ON THE LOT AND USE OF THE UNIT**

6.1 No Subdivision

A Lot shall not be subdivided. A Lot, however, may be consolidated with an adjoining Lot for the purpose of integrating the Housing Structures constructed on such Lots; provided, however, that, the consolidation of the Lots and the integration of the Housing Structures shall not result in the consolidation of the titles thereof.

The said Lots shall retain their original registration as individual lots such that only the physical consolidation thereof shall be allowed. In no case, however, shall such consolidation result in an alteration of the façade of the Housing Structure as originally laid out in the design of the Project.

The consolidated Lot may be later subdivided by the Owner into its original components. Each of the Lots resulting after such subdivision shall be identical in all respects with the Lots prior to consolidation, and the Housing Structures found thereon after subdivision shall conform in all respects to the Housing Structures prior thereto.

The subdivision of the consolidated Lots and the consequences that such subdivision would have on the Housing Structures found thereon shall be subject to the prior written approval of the Developer.

6.2 Residential Use

The Townhouse Unit shall be used exclusively for residential purposes by a single family in accordance with the provisions of this Declaration and the rules and regulations of the Association as well as the stipulations of the instrument conveying title or other rights over the Townhouse Unit.

In this connection, the Townhouse Unit shall not be used, whether wholly or partially, for the purpose of conducting any trade, business or profession or any immoral or illegal activity.

For this purpose, single family means a total of maximum seven (7) persons inclusive of any guests and household help or driver/s employed by the Owner.

Ownership of the Lot and Housing Structure shall be the same at all times. Accordingly, the Housing Structure may not be transferred, encumbered, assigned, or in any manner conveyed, separate from the Lot on which it was constructed; and correspondingly, the Lot may not be transferred, encumbered, assigned, or in any manner conveyed, separate from the Housing Structure constructed thereon.

### 6.3 Maintenance

All units shall be maintained in good and tenantable condition at all times.

Should there be a violation of this provision, the Association reserves the right to enter the premises and commence works for the proper maintenance of the Unit, the expenses of which shall be chargeable to the Owner. In addition, said amounts shall constitute a lien on the subject property.

### 6.4 No Signage

Commercial or advertising signs shall not be placed, constructed or erected on the Townhouse Unit. Neither shall the Townhouse Unit or any part thereof be used as a retail or wholesale store, office or outlet offering goods or services for sale.

### 6.5 Domestic Pets

Only domestic pets such as dogs and cats may be kept within the Townhouse Unit. For this purpose, the Owner can keep only one of each kind as a domestic pet. The number of such domestic pets at any one time shall not exceed two (2) per household/Unit.

Any violation of this rule shall be subject to a fine of Php10,000.00.

The maintenance of such domestic pets and other animals within the Townhouse Unit and the manner of introducing them into the said Townhouse Unit, in particular, and within the Subdivision, in general, shall be subject to the rules and regulations of the Association.

### 6.6 Easements

6.6.a Utilities: Each Owner shall maintain in his Lot the space allocated as easement for drainage, sewage, water and other public utilities.

The Owner shall permit access thereto by the duly authorized representative/s of the Developer, the Association or public utility entities concerned, and there is hereby reserved to the Developer, the Association or public utility entities concerned, an easement to the full extent necessary therefore, to enter upon the Townhouse Unit, to repair, replace and generally maintain

sewer, water, electricity, telephone or other public service connections, lines, conduits or facilities as and when the same may be necessary. Areas designated as greenery should be kept and maintained as such.

6.6.b Support: Each Townhouse Unit shall be subject to an easement of lateral and subjacent support for the benefit of the other Townhouse Units sharing common structural elements.

The Owner shall allow duly authorized representatives of the Developer or the Association, and there is hereby reserved to the Association and the Developer an easement to the full extent necessary therefore, to enter upon any Townhouse Unit to inspect, repair, replace or generally maintain the roof, load bearing walls, columns, foundations and other structural elements shared by such Townhouse Unit with other Townhouse Units.

6.6.c Expenses: The expenses to be incurred in undertaking the inspection, repair, replacement or maintenance shall be assessed by the Association against each Owner benefited thereby.

#### 6.7 Trees/Plants Maintenance

No existing tree, whether found within or outside the Lot, shall be cut, removed or damaged, nor shall it be relocated or transferred without the written approval of the Developer or the Association, in addition to such requirements imposed by law.

The Owner shall maintain his frontage clean at all times. In addition, any potted plants placed therein shall be subject to the approval of the Developer in order to maintain uniformity in the appearance of frontages.

A maximum of four (4) such potted plants shall be allowed and their size, shape and color shall be subject to the approval of the Developer and/or the Association as the case may be.

#### 6.8 Clothesline

The Owner shall not install, erect or maintain any clothesline, permanent or temporary, or hang laundry on any part of the Townhouse Unit, which is exposed to public view other than the space or area designated as laundry and drying area specified in Annex 1.

#### 6.9 Perimeter Lots

An Owner of a Lot located along the perimeter of the Subdivision shall not be allowed to make any opening in his perimeter wall to allow ingress or egress to and from the Subdivision.



## VII. BUILDING AND ARCHITECTURE

### 7.1 The Housing Structure

Other than the Housing Structure to be constructed by the Developer on the Lot and which will be delivered by the Developer to the purchaser thereof at the time of the execution of the relevant instrument effecting the transfer and conveyance of the title to the Townhouse Unit to the said purchaser, no other structure shall be allowed to be constructed on the Lot.

### 7.2 Improvements

7.2.a No improvement, addition, reconstruction, renovation, repainting and major repair works on the Townhouse Unit which will alter or modify the design, features and external character of the Housing structure as constructed by the Developer shall be allowed.

7.2.b The Owner shall not construct erect or install any additional fence, exterior grillwork, exterior door, exterior wall or any other structure on the Townhouse Unit without the prior written approval of the Association.

For the said purpose, the Owner shall submit the complete set of plans and specifications to the Association for review and approval at least thirty (30) days prior to the commencement of works to be conducted.

The Association shall have the power to approve, approve with modifications, or deny the plans and proposed work and shall notify the applicant accordingly.

The installation of window grilles and screen doors shall be allowed using the designs and colors specified in Annex 3.

7.2.c No expansion of the Townhouse Unit shall be allowed.

7.2.d The Owner shall not do or cause to be done any act (including chiseling or chipping of beams, columns and walls) or cause the construction or installation of any structure or facility within the Townhouse Unit which the Developer has determined will be beyond repair or impair the structural strength or change the appearance of any exterior portion thereof.

7.2.e Any work that will impair the structural integrity of the Housing Structure or any of its components (i.e. steel frames, cross bracings, steel columns, steel, beams, trusses, rafters, purlins, concrete panels, or any other structural element) is strictly prohibited.

7.2.f The main door, service door or any window in the Housing Structure shall not be replaced with doors or windows of different material, size, design or color.

7.2.g Notwithstanding any approval given by the Developer or by the Association, it shall be the sole responsibility of the Owner to ensure that any improvement,

addition, alteration, modification, reconstruction, renovation, repainting, extension or expansion on the Housing Structure complies with the provisions and requirements of the National Building Code and other related laws, ordinances and regulations.

### 7.3 External Decorations

All other decorations not covered by the above shall be subject to the approval of the Association.

### 7.4 Additional Load

The Owner shall not subject the Townhouse Unit to any additional mechanical/electrical and plumbing and sanitary load without obtaining the prior written approval of the Association.

### 7.5 Outside Installations

No radio or television signal or other form of electromagnetic radiation shall be permitted to originate from the Townhouse Unit, which interferes with the reception of television or radio of other units.

No outside antenna for radio or television shall be constructed, erected or maintained by the Owner at any time on his Townhouse Unit, except as approved by the Association.

### 7.6 Carport

The carport of the Townhouse Unit shall be used for the parking and storage of vehicles only, and shall not be converted into a living area or recreation area, except as a verandah with one table and four chairs maximum with the approval of the Developer or the Association as the case may be. Garage doors are not allowed to be placed on the carport. No TV set or any music equipment can be installed in the verandah.

All vehicles must be maintained in a proper working condition and must be registered with the proper authorities.

In case the Owner does not have a car or does own a car but opts to convert the carport into a verandah, the proper authorization from the Homeowners Association for the said conversion must be secured. In addition, the size, shape and color of the table and chairs shall be subject to the approval of the latter. Said conversion, however, shall be permanent and the Owner may not reconvert the space into a carport later on.

For the purposes abovementioned, the Developer reserves the right to designate a parking area for the Owner's vehicle either in front of the Unit or in a common parking area, subject to any fees that the Developer may charge for the use of the parking spaces it designates.

### 7.7 Repair of Vehicles

No vehicle shall be repaired or painted within the Townhouse Unit.

### 7.8 Screen Doors and Windows

The Owner shall not be permitted to install screen doors in the main entrance door or doors of the Housing Structure, except as specified in Annex 3, nor shall any aluminum or metal awning, grilles or covers be installed over windows and balconies of the Housing Structure. Windows shall not be covered with aluminum foil, paint, tint, or other materials unless approved by the Association.

### 7.9 Rooftop Appliances

Appliances or installations upon the rooftop of the Housing Structure shall not be permitted unless approved by the Association.

Installation of an antenna tower, poles, posts, satellite dishes or any similar structures designed to be used as electrical or telecommunication connections shall not be allowed.

## **VIII. GENERAL CLEANLINESS, SAFETY AND SANITATION**

To preserve the cleanliness of the Subdivision and to ensure the safety of the residents therein, the following rules shall be observed:

### 8.1 Streets

The Association shall have the authority to designate the use of streets including the flow of traffic, no parking zones, common parking areas and the like to ensure the free and smooth flow of traffic and to keep the streets free and unobstructed. For this purpose, the Association has the right to change the use of one-way streets at any time.

### 8.2 Trashes and Garbage Removal

All garbage and trash shall be placed and kept in sanitary, covered containers. In no event shall such containers be maintained so as to be visible to public view. Such garbage and trash must be disposed off using the garbage depository provided for along designated areas for collection by the Association or any authorized entity. Burning of garbage and other waste materials within the Subdivision is strictly prohibited. The Association may impose fines and penalties for littering in the Subdivision.

### 8.3 Noise Emissions. Hazardous Matter

No emission of sound, dust, odor, gases, or other substances not normally emitted from residential dwelling units shall be permitted.

Loud music or loud TV set or any other extraordinary noises coming from any units shall not be permitted. Such loud sound shall not be heard from nor emanate to the street.

Nothing shall be done or kept in any Townhouse Unit or Common Area, which will increase the rate of insurance applicable thereto without the prior written consent of the Association.

The Owner shall not permit anything to be done or kept in his Townhouse Unit, which will result in the cancellation of the insurance applicable thereto without the prior written consent of the Association.

#### 8.4 Good and Sanitary Condition

Each Owner is obliged to keep and maintain the Townhouse Unit and its appurtenant areas in good and sanitary condition and repair at all times. No offensive activity shall be carried out in the Townhouse Unit.

Neither shall anything be done therein nor should anything emanate there from which may be or become an annoyance or nuisance to the other Owners or which constitutes a violation of law or regulation.

For this purpose, the Association or its authorized representatives shall have the authority to enter the Townhouse Unit at reasonable hours with prior written notice to the Owner, except, however, in cases of emergency or where urgent repairs are needed where such notice shall be deemed to have been given to the Owner.

#### 8.5 Night Deliveries

Night deliveries of construction materials may be allowed after work hours up to 7:00 pm. only on the condition that the next-door residents are not disturbed by the noise.

A special permit has to be obtained from the Association one (1) day prior to the said night delivery. Said deliveries may be stopped at any time should they cause disturbance in the vicinity.

#### 8.6 Contractors, Workers, etc

Contractors engaged by the Owner to undertake any work on the Unit/s shall be so authorized by the Association. For this purpose, only those contractors who meet the criteria imposed by the Association for works of this kind shall be so authorized.

Owners shall be responsible for all actions or omissions of their contractors, workers, delivery crews, suppliers and other contracted parties and agents. As such all fines and penalties shall be collected from the owner.

Owners are reminded to make provisions for this in their contract with their contractors, workers or agents. All contractors must be licensed with the proper authorities.

#### 8.7 Works or Repairs

A bond is required for each of the following types of construction and other works lasting not more than a month:

Description	Cash Bond
Minor works (one to two weeks)	Php10,000.00
Masonry works	Php10,000.00
Repainting of Roof	Php10,000.00

Repainting of Interior of the House	Php10,000.00
Repainting of Exterior	Php10,000.00
Landscaping	Php10,000.00
Carpentry/Welding Works	Php10,000.00

Should the period of the work exceed one month a fine of Php10,000.00 will be charged for each month of extension.

A fine of Php10,000.00 for major renovations, and Php10,000.00 for minor improvements and major repairs shall be imposed if renovation or repairs are done without prior approval of plans by and submission of bond to the Developer.

Should any of the contractors or workers enlisted by the Owner to undertake repairs or improvements in the property cause any damage to the latter, which substantially affect the structural and physical integrity and design thereof, a fine of Php10,000.00 shall be levied upon the owner.

In addition, the said owner shall be liable for the repair work entailed in restoring the Unit to its former condition.

#### 8.8 Permits and Clearances

8.8.a No stockpiling of construction materials by an Owner shall be allowed unless construction plans are submitted and approved by the Association and the corresponding construction bond has been paid.

8.8.b Stockpiling on a vacant lot will only be allowed if a written permission is granted by the owner of said vacant lot. If this cannot be obtained, the Association on a case-to-case basis may grant written permission.

8.8.c If permission is granted, the contractor/owner of the house under construction should take full responsibility for any damage or incident occurring therein. They must also restore the lot to its original condition as well as clear out all materials, equipment, and debris within two weeks from completion and/or occupancy.

The construction bond will not be returned to the owner unless the construction site is clean upon inspection by the Association.

8.8.d All employees or workers, including foremen, and supervisors engaged by the contractor/owner must apply for identification cards with the Association. This ID may be used only for work at the construction site it was requested for.

#### 8.9 Scattered Debris

Scattered debris is the responsibility of the owner and it shall be made mandatory on his part to clean all premises, public or private, on areas without permits for stockpiling, as the Association may deem necessary and advantageous for the sanitation and well being of the Townhomes.

Unauthorized stockpiling of debris and/or wet garbage shall be subject to a fine of Php10, 000.00

8.10 Drug and Liquor Ban

A liquor and drug ban is in force for all construction workers in the Association at all times. Any construction worker caught with drugs and/or liquor shall be permanently banned from entering the Townhomes.

8.11 Gambling

No gambling of any form or betting with money shall be allowed, including cockfighting...

8.12 Firearms and Deadly Weapons

Firearms and bladed weapons (fan and hunting knives, jungle bolos, etc.) are not permitted on the person of any worker. All dangerous tools and other pointed objects must be securely kept inside toolboxes.

8.13 Indecent Exposure and Spitting

Bathing, urinating or defecating in public areas or in public view is prohibited. Such action is subject to a fine of Php10, 000.00. Spitting is likewise subject to the same fine.

8.14 Dress Code

All unit occupants and/or their guests shall observe the proper dress code at all times in public areas. For this purpose, sandos, underwear or house-clothes and tattered clothes shall not be allowed in said areas. Neither shall going barefoot or shirtless be allowed outside one's Unit. Any violation of this provision shall be subject to a fine of Php10, 000.00.

**IX. USE OF STREETS**

9.1 Right to Regulate

The Association reserves the right to regulate street and courtyard parking to ensure free flow of traffic along the Subdivision's streets. For this purpose, the number of cars shall be limited to two (2) per household.

9.2 Parking

No vehicle shall be parked along any street at any time which will obstruct the egress and ingress of any Townhouse Unit or the free flow of traffic, except for the purpose of delivering supplies, furniture or construction materials and in the latter case only for a short period of time.

For this purpose, the designated number of cars per household shall be parked within the individual Unit's carport or designated common parking areas.

In addition, it shall be understood that whenever there is a red line on the street or pavement, it is strictly forbidden to park any vehicles therein.

## **X. COMPLIANCE WITH LAWS**

The Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations applicable to the use and occupancy of the Townhouse Unit or Common Areas, or the construction and maintenance of any improvement or alteration thereof, as approved by the Association.

## **XI. HOUSE RULES**

The House Rules shall govern the use of the Common Areas and such other matters in furtherance of the Association as the Developer and/or the Association shall consider necessary for the efficient administration of the Project. The House Rules should not discriminate among Owners and should not be inconsistent with this Deed, the Articles, or By-Laws. A copy of the House Rules, as may from time to time be adopted, amended or repealed, shall be delivered to each Owner. Upon such delivery, the House Rules shall have the same force and effect as if they were set forth in this Deed. Notwithstanding the above, the Association shall ensure that the House Rules, as adopted, amended or repealed, from time to time shall be available for inspection by any Owner upon request. In the event of any conflict between the House Rules and any other provision of this Deed, or the Articles or By-Laws, the provisions of this Deed, the Articles or the By-Laws shall control.

## **XII. PERIOD OF RESTRICTIONS**

All the restrictions enumerated herein shall run with the lot and structures found therein, and shall be binding as voluntary liens on all parties having or acquiring any right, title or interest therein, whether as Owners or otherwise, for a period of FIFTY (50) YEARS, from the date of the incorporation of the Association.

These restrictions may be modified or changed at any time by the Developer when in its sole judgment such modifications or change is necessary.

The Association shall have the right to promulgate other restrictions in addition to restrictions herein set forth; provided that, such additional restrictions do not diminish, amend or change the restrictions as provided hereunder. In no case shall the use of the Townhouse Unit for residential purposes by a single family be changed, diminished or amended in anyway.

### **XIII. ENFORCEMENT OF RESTRICTIONS**

The Developer, its assigns or corporate successors or duly authorized representatives shall have the right during reasonable hours of the day and upon due notice, to enter and inspect the Townhouse Unit or to ascertain compliance with all the restrictions herein.

Penalties, if any, for violating any of the preceding restrictions shall be commensurate to the nature and degree of the infraction and shall be meted out by the Association, or until its organization, by the Developer. All fines and penalties leviable upon the Owner for violation of any of the provisions of this Deed shall constitute a lien on the property.

Any amount collected by the Developer shall be held in trust for the Association less the expenses incurred by the former for the enforcement of these rules.

Compliance with the said restrictions and conditions may be enjoined and/or enforced by court action by the Developer and/or the Association, their respective successors and assigns, or by any member of the Association.

Up to and until the Association is organized and functioning, all the powers, rights and authority herein vested and granted to the Association shall be exercised by the Developer.

### **XIV. ANNEXATION OF ADDITIONAL PARCELS**

Additional parcels of land or developments thereon, if any, may be annexed to by the Developer without need for consent of the Association or the Owners.

The Developer shall effect such annexation by executing a Supplemental Declaration of Restrictions, which shall:

- 14.1 Describe the real property annexed and designate the permissible uses thereof; and
- 14.2 Adopt and set forth any new or modified restrictions or covenants which may be applicable to such annexed property, and declare that such annexed property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied or improved subject to the provisions of this Deed. Upon execution of such Supplemental Deed of Restrictions, the annexed area shall become part of PILA TOWNHOMES, as fully as if such area were originally part thereof.



## **XV. INSURANCE**

The Developer shall be authorized to procure such insurance on the Project as it may deem necessary for the first year after project completion. The premiums on such insurance shall be assessed against all unit buyers proportionately in accordance with their percentage of interest.

## **XVI. INTERPRETATION**

Where there appears to be a conflict in the interpretation of the provisions of this Deed, the most stringent interpretation shall be applicable.

## **Annex 2**

### **Unit Description :**

There will be one basic type for the whole project with description as follows:

Unit has a total gross floor area of approximately sixty-six (66) square meters. Each Unit has a ground floor and a second floor. It has a gross floor area of approximately sixty-six (66) square meters. The ground floor contains a living room/ dining room/ kitchen/toilet with shower/ carport/ storage/ utility area.

The second floor contains a master bedroom/ master toilet and shower, and a second bedroom.