

MASTER DEED OF RESTRICTIONS

1. KEY HOUSE RULES – MONTVIEW SUBDIVISION

All Owners shall be subject to House Rules as may be created and amended by the Declarant and/or the Association from time to time. Such House Rules shall include, but shall not be limited, to the following:

- 1.1. Living in the Village. No activity shall be permitted on any Lot which is or may be detrimental to the occupant of any other lot or which is or may be an annoyance or nuisance to other residents in Village accordingly:
 - 1.1.1. Dangerous, hazardous, noxious, toxic, and explosive items, such as, but not limited to, firecrackers, gasoline, and chemicals shall be prohibited from being stored and/or kept within any Lot.
 - 1.1.2. No animal shall be kept on a Lot, except domestic pets of such kind and number as may be prescribed by, and subject to regulation and control of, the Declarant and/or the Association.
 - 1.1.3. Any Lot or any part thereof shall not be used for vicious, illegal, immoral, or offensive activities such as, but not limited to, gambling, distribution of contraband, and the like, nor for any purpose in violation of national or local laws and regulations, or of police, health, sanitary, building or fire code regulations, or instruction relating to or affecting the use or occupancy or possession of any Lot or the Property. Violations shall be referred and reported to the appropriate government authorities notwithstanding any action that may be taken by the Declarant and/or the Association.
- 1.2. Maintenance
 - 1.2.1. Each Owner of a Residence on each Lot shall keep the Lot and all improvements thereon in good order and repair and free of debris and litter.
 - 1.2.2. If a Building located with a Lot shall be totally destroyed or rendered uninhabitable by fire, wind, rain or any other disaster, or shall be condemned by the government, then the owner shall commence to repair, restore or rebuild the structure, or remove the damaged structure and clean the Lot of debris, in any case, within twelve (12) months from occurrence of the aforementioned event, and restore the same to decent condition, as determined by the Declarant, within three (3) months from the occurrence of the said event; provided that, in case of non-compliance, the Declarant and/or the Association shall have the right, but not the obligation, to effect the removal of the damaged structure at the expense of the Owner, including administrative fees therefore.
 - 1.2.3. The Owner shall keep and maintain the area between the property line of his Lot and the paved portion of the public street adjacent to his Lot in good order and free of debris and litter.
 - 1.2.4. The Owner of Lot shall at all times keep the grass cut and trimmed. If the Owner fails to comply after fifteen (15) calendar days written notice, the Association may have the grass cut and trimmed and keep the Lot clean at the expense of the Owner, including administrative fees therefor.
 - 1.2.5. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on any part of the Lot, and no refuse, pile, unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. If such condition is not corrected by the owner despite notice from the Declarant and/or the Association, the latter shall have the right to enter upon the premises, remove any of the foregoing and/or effect the rectification at the expenses of the Owner, including administrative fees therefor.
- 1.3. Garbage
 - 1.3.1. Garbage disposal bins or storage receptacles shall be screened from the public areas, public view, and adjacent properties, shall be covered at all times. Additional screening material, if necessary, shall be made of durable materials.
 - 1.3.2. Burning of waste material is prohibited. Composting and waste segregation rules prescribed by the Declarant and/or the Association and/or the Federation must be observed.
 - 1.3.3. No garbage shall be stored or allowed to accumulate outside of the Lot. Garbage shall only be placed outside the Lot on the specified days of collection and at specified collection points.
 - 1.3.4. No Lot or Common Area shall be used or maintained as a dumping ground for garbage, except when under an environmental program facilitated by the Declarant and/or the Association.
 - 1.3.5. Trash, garbage, or other wastes shall be kept in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
 - 1.3.6. No personal property shall be stored or allowed to accumulate outside of the Lot.
 - 1.3.7. No accumulation of building materials, debris, weeds, trash, scrap, metal, non-operative vehicles, old household appliances, or other unsightly objects shall be permitted on or outside any Lot.

1.4. Streets and Common Areas

- 1.4.1. The Declarant shall have perpetual and assignable right-of-way over all the roads and Common Areas within the Village, whether or not the same may have been turned over or conveyed to the Association for maintenance.
- 1.4.2. Washing, cleaning or repair of any kind of vehicles shall be done inside the Lot, and proper drainage shall be provided by the Owner to prevent water, oils, and chemicals from spilling out of the common areas. Oils and chemicals shall be cleaned and properly disposed by the Owner.

1.5. Traffic and Parking

- 1.5.1. The Association may provide traffic regulations and impose penalties for violations of such regulations. In addition to the applicable charges which may be filed against offenders and violators under relevant law or government regulation, traffic infractions and violations within the Village shall be subject to appropriate action by the Association in accordance with the applicable rules and regulations adopted by the Association.
- 1.5.2. No commercial vehicles, boats, trailers, mobile homes, trucks, or trailers used to store or transport any of these vehicles shall be permitted to be parked or stored on any Common Area or vacant Lot in the Village.
- 1.5.3. Public Parking area designated for owners of "APO1" house type owners of Block 12 should be followed and honored, meaning to say owners of other house types cannot park on the designated public parking area. Each APO 1 unit owner is dedicated only ONE (1) parking slot; and therefore cannot exceed this number. A fine of Php 500, 000 will be imposed to unit owners that will exceed the number of parking slots used. Strict implementation will be followed.
- 1.5.4. No street or park shall be used for long-term parking of any vehicle.
- 1.5.5. Parallel parking along the road shall be temporary parking for guests and visitors.
- 1.5.6. Motorized vehicles shall be prohibited from the bike lanes and bike trails. Likewise, parking along the bike lanes and bike trails shall be prohibited at all times.
- 1.5.7. The Association reserves the right to remove vehicles violating parking regulations at the costs of the Owner.

1.6. Environmental Initiatives

- 1.6.1. Each Lot Owner shall abide by the Environmental and Sustainability Management and Preservation Guidelines to be established by the Declarant and the Federation.
- 1.6.2. No existing tree, whether found within or outside any Lot, shall be cut, moved, or transferred without the prior written approval of the Declarant and/or the Association and the appropriate clearances from the government agency concerned.
- 1.6.3. In such case when the prior written approval of the declarant and/or the Association and the appropriate clearances from the government agency concerned are obtained, the Owner shall donate to the Association for replanting an equivalent of ten (10) tree saplings of an approved species and size for every tree to be cut or moved, plus a contribution to the environmental fund in such reasonable amount as may be determined by the Declarant. The Declarant and/or the Association shall determine the location where such saplings shall be planted. The Declarant Association may change the replacement ratio periodically.

1.7. Resale/Lease of Lots or Dwellings Units.

- 1.7.1. Each Owner shall be required to advise the Association of the sale or lease of the Lot and Dwelling Unit to another party within fifteen (15) calendar days from the date of execution of the contract covering such sale or lease.
- 1.7.2. All leases and rentals within the Village shall be subject to clearance by the Association. No lease or rental shall be honored by the Association without such clearance.
- 1.7.3. Each Owner shall submit to the Association the occupant's information sheet provided by the Association, duly accomplished and signed by both Owner and lessee, containing among others, the following information:
 - 1.7.3.1. Name of the lessee and the members of his/her family and household authorized to enter the Village.
 - 1.7.3.2. The provision of the lease contract, which obligates the lessee to comply with the Deed of Restrictions and abide by the rules and regulations of the Association.
 - 1.7.3.3. Name of person responsible for payment of Association dues, i.e., the lessee or the lessor.
 - 1.7.3.4. Name of person (lessor or lessee, but not both) authorized to represent the Owner (if such is delegated) in Association meetings and/or elections.
 - 1.7.3.5. The period of the lease (start and termination dates).

1.8. Renovations/Improvements of Unit

- 1.8.1. To preserve the beauty, uniformity and the theme of the subdivision, any renovations, alteration to be made inside and outside of the unit, shall be subject for the approval of the Developer
- 1.8.2. For any renovations, alteration, or improvement, the owner shall apply for work permit in Montview Residences office, and attached therewith the plans and perspective of the renovations/alterations or improvements which will be subject for the approval of the developer.
- 1.8.3. The Developer imposes cash bond/ construction deposit in such amount as may be fixed by the Developer form time to time with or without prior notice to the homeowner. The deposit shall be refunded after the completion of the construction less cost of damages of the properties or facilities as determined by the Developer if any, and inspection fee.
- 1.8.4. No work permit, no renovations/alterations or improvements shall be made.

1.9. Water Facilities

- 1.9.1. No booster pump or any similar devices shall be installed by the homeowner directly to the subdivision water system. Violation of this rule shall entitle the Developer the right to discontinue service to the delinquent homeowner.
- 1.9.2. No wells to draw ground water shall be allowed to be drilled within the lot without prior written approval of the Developer.

1.10. Drainage and Sewage Disposal

- 1.10.1. No lot owner shall be allowed to install any drainage or sewer outlet outside his property and to the subdivision's sewerage system without the written approval of the Developer.

1.11. Other Conditions

- 1.11.1. Owners who avail of the services of private security guards and/or domestic help, either permanently or for a limited period, shall, prior to the engagement of said services or assumption of posts, register with the Association, under a prescribed form, the names and other particulars of the security guard or guards and/or domestic help engaged to provide such service to the Owner.
- 1.11.2. Private security guards and domestic help shall abide by the rules and regulations of the Association. Each respective Owner is responsible and liable for the non-compliance by his security guard or guards or domestic help with the rules and regulations of the Association.
- 1.11.3. An identification card must be presented when entering the Village and when discharging their duties. The Association cards and entry into the Village of any security guard or domestic help with a criminal record or who is identified by the Association as a security risk.

1.12. Maintenance Easement

- 1.12.1. The Declarant and/or the Association shall have perpetual right-of-way and easement on every Lot for the purpose of maintaining the utilities and Common Areas and providing such other services to the Owners. The Declarant and/or the Association shall have a perpetual easement and right on, over, under and through the ground within the Village to inspect and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubs, grade soil, or to take any other action reasonably necessary for health or safety to comply with government al requirements. The Declarant and/or the Association shall give prior notice to the affected Owners (except during an emergency) and shall restore the affected portion of the Property to its original condition as nearly as practicable. This easement may be exercised at the option of the Declarant and/or the Association and shall not be construed to obligate the Declarant and/or the Association to take any affirmative action as to such conditions.

2. ENFORCEMENT/ INTERPRETATION OF RESTRICTIONS

- 2.1. Enforcement of these Restrictions may be by legal action by the Developer, its assigns and successors and/or the Association, its successors and assigns. The Developer and/or the Association also reserves the right to resort to other remedies, such as but not limited to extra judicially disallowing use of subdivision facilities, imposition of fines, withholding or forfeiture of construction deposit, and forfeiture of construction materials, as may be appropriate under the circumstances. The resort to such remedies shall be in addition to requiring the Lot Owner to rectify any violation at his expense.
- 2.2. Any construction or structure built or installed in violation of the provisions of this Deed and of the subdivision rules and regulations shall be immediately removed by the Lot Owner, otherwise the same shall be extra judicially or summarily removed and/or demolished or caused to be removed or demolished by the Developer at the expense of the Lot Owner, and without the Developer incurring any civil or criminal liability therefore.
- 2.3. Whatever consideration or forbearance the Developer may concede to the Lot Owner as not exacting strict compliance with any of the terms and conditions of this Deed, as well as any other condonation that may be given the Lot Owner, shall not be construed as a renunciation or waiver, in whole or in part, of any right, cause of action, or sanction herein granted to the Developer.
- 2.4. Where there appears to be any conflict in the interpretation of these restrictions and of the rules and regulations imposed by the Developer and the Association, the most stringent interpretation shall control.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, this _____ day of _____ 2021 at _____, Philippines.

EASTERN VISAYAS LAND REALTY INC.

SELLER

Thru:

ABIGAIL THERESE L. SALAZAR
PRESIDENT/COO

PURCHASER

With my marital consent:

SPOUSE

SIGNED IN THE PRESENCE OF:

SIGNED AND WITNESSED BY:

ATTORNEY-IN-FACT

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
___) SS.

BEFORE ME, a Notary Public, this ___ day of _____, personally appeared the following:

Name	Passport Number/License No.	Date/Place Issued
_____	_____	_____
_____	_____	_____
_____	_____	_____

This instrument, consisting of ___ page/s, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year and place above written.

Notary Public

Doc. ;
No ;
Page No ;
Book No ;
Series of 2021.