

# ANNEX "A"

## EVOLUTION REALTY CORPORATION

*Angeles-Magalang Road, Pandan, Angeles City*

*Tel. No. (045) 887-4142 to 46*

## PULU AMSIC

*Barrio Amio and Santol Angeles City*

### DEED OF RESTRICTIONS      No.

Lot No. \_\_\_\_\_, Blk. No. \_\_\_\_\_

#### I - LOT OWNERS ASSOCIATION:

1. The BUYER or his/her/its successor/s-in-interest hereby accepts unconditional membership in the Pulu Amsic LOTOWNERS ASSOCIATION (hereinafter referred to as PALA) composed of all the lot buyers, their transferees or subsequent owners, the subdivision developer, EVOLUTION REALTY CORP.: (hereinafter referred to as ERC) and the subdivision landowners ( hereinafter referred to as SL) shall register the Articles of Incorporation and By-laws of said association with the Housing and Land Use Regulatory Board (HLURB) and/or any appropriate government office.
2. Until PALA is formed/registered, payment/collection of trust fund's contribution/membership fee shall be initially performed by the developer (ERC), including the use/disbursement of fund's interest for the maintenance of the subdivision's facilities and amenities.
3. The BUYER or his/her/its successor/s-in-interest accepts that absolute ownership of the facilities and utilities such as roads, sidewalks, parking lanes, drainage system, power lines, lighting, water system, gardens/parks and other facilities that may be put up for the promotion of general welfare, health, safety, physical well being and morals of the members of the Association shall continue to remain with the developer (ERC) until formal turn-over of ownership of the facilities to PALA or to the city government or utility companies concerned.
4. The BUYER or his/her/its successor/s-in-interest agrees to abide by and comply with any and all rules and regulations promulgated by the developer (ERC) and subdivision landowners including the payment of any dues, fees and other assessments.
5. The BUYER or his/her/its successor/s-in-interest agrees to become a member of the PALA membership of which shall be compulsory. The BUYER agrees to pay the amount of ( \_\_\_\_\_ ) Pesos PER SQUARE METER or the full - . Amount of \_\_\_\_\_ (P \_\_\_\_\_ ) PESOS as Homeowners trust fund contribution/membership fee within a period of two (2) years in twenty four equal monthly installments of \_\_\_\_\_ (P \_\_\_\_\_ ) beginning and every month thereafter until fully paid. The amount collected will serve as TRUST FUNDS of PALA. and the same will be initially deposited in a designated bank in the name of the developer (ERC) The principal amount shall be maintained intact and only the interests shall be used by the developer (ERC) exclusively to finance the maintenance of the subdivision's drainage system, street lights including electric bills for the street light, open spaces. and guard house including the salaries of the security guards, gardeners, caretakers, as well as real estate taxes of the roads and open space and other assessments due to the local and national Government, after the issuance of

certificate of completion by the Housing and Land Use Regulatory Board (HLURB). Until PALA is formed/registered, payments/collection of trust fund contribution/membership fee and any use of the interest for the maintenance of the facilities shall be initially performed by the developer (ERC) only. After the ownership of the facilities have been transferred to PALA or Municipal/City government or utility companies, PALA will manage the affairs of the subdivision and use the interest on the trust funds for the maintenance of the subdivision. BUYER further agrees to pay any other assessment which may be subsequently imposed by the developer (ERC) and PALA for the benefit of all lot buyers and their successor/s-in-interest.

6. The developer (ERC) shall conduct the affairs and activities of the subdivision related to its proper operation, maintenance and beautification of the facilities/amenities and shall continue to manage and maintain the above mentioned facilities/amenities until the turnover of ownership to PALA or the Municipal/City Government. BUYER cannot withdraw his/her/its membership from PALA unless he/she/it sells his/her/its interests in the land and its improvements thereon, if any. In such case, however, the BUYER'S successor -in-interest shall be bound by these conditions and 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 developer (ERC) and subdivision landowners, sign the standard contracts for such facilities and faithfully pay the fees, charges, dues and assessments imposed for such facilities and utilities. BUYER cannot withdraw or refund his membership contributions even after he/she/its sells his/her/its interest.

7. The developer (ERC), subdivision landowners and PALA shall have the right jointly to enforce compliance with all the foregoing restrictions through appropriate court proceedings against the purchaser or lot owner with the latter being liable for any and all damages suffered by the developer (ERC) and subdivision landowners and PALA including attorneys fees and other court costs and an amount equivalent to 50% of the present market value of the lot as and by way of liquidated damages.

**I -USE OF LOTS and/or ROADS:**

1. The lot shall be used exclusively for residential purposes only. Only one (1) single family housing unit shall be constructed on a single lot. In any case the lot shall not be used for any immoral or illegal trade or activity. BUYER shall under no circumstance use or allow the lot to be used as a right of way or access to any adjoining property.

2. Lots are subject to an easement or setback from the property line to the building line as follows:

<p>Interior Lots</p> <p>Both sides-</p> <p>Rear-</p> <p>Front-</p>	<p>Ground Floor</p> <p>2.00 meters from building line</p> <p>2.00 meters from the building line</p> <p>3.00 meters from the building line</p>
<p>Interior Lots</p> <p>Both sides-</p> <p>Rear-</p> <p>Front -</p>	<p>Second Floor</p> <p>1.5 meters from building line</p> <p>1.5 meters from building line</p> <p>2.5 meters from building line</p>
<p>Comer lots</p> <p>Rear -</p> <p>One side -</p> <p>Sides- fronting the street-</p>	<p>Ground floor</p> <p>2.00 meters from building line</p> <p>2.00 meters from building line</p> <p>3.00 meters from the building line</p>

Corner lots	Second floor
Rear -	1.5 meters from building line
One side -	1.5 meters from building line
Sides fronting the street-	2.5 meters from the building line.

3. The BUYER agrees to admit to the lot premises representatives of the DEVELOPER/PALA to carry into effect the purposes for which the easement is created, to inspect and relocate monuments, and likewise to admit representatives of the DEVELOPER/PALA and/or public utility entities to install or disconnect lines for light, telephone or water and other like facilities.
4. No construction or repair materials, trash or debris may be deposited, dumped or stockpiled on any lot, roads, open spaces or sidewalks without the developer (ERC), permission.
5. No soil, stones or gravel shall be taken from the subdivision or the lot purchased.
6. No one is allowed to mix concrete directly on the subdivision's concrete roads or paved sidewalks.
7. Under no circumstance shall the BUYER use the subject lot to construct, operate or maintain any fighting cock birds poultry, piggery or stable for keeping horses, cows, carabaos, goats. and other animals either for personal or commercial purposes nor shall the BUYER keep or cause any obnoxious, toxic, poisonous substances and materials within the premises.
8. The maximum height of concrete wall fence must not exceed 2 meters. No fencing of the lot will be allowed without the simultaneous construction of the house, nor the construction of temporary shelter for any purpose.
9. Adjacent lot cannot be temporarily use by the buyer for any purpose even with the prior consent of the owner.
10. The grass on the lot shall at all times be kept cut and trimmed to reduce fire hazards on the adjacent property. For this purpose, the DEVELOPER is permitted to cut and trim the grass at any time the same grows beyond two (2) feet from the soil and the BUYER is obliged to pay the cost therefore with interest at one percent (1%) per month. The word BUYER as herein used shall include any person in whose name the certificate of title for this lot has been issued or to a lot buyer who has been issued a contract to sell. For maintenance of vacant lots, BUYER shall pay a maintenance fee of P4 .00 per square meter annually, in addition to the lol owners Fee per par. I-5 which amount shall be incorporated into the BUYERS account.
11. The parties hereby agree that the roads and the lot purchased in the subdivision are made available to the BUYER and members of his/her family and guests for use as such in accordance with the approved subdivision plans and subject to the Deed of Restrictions but not otherwise to gain entry to and/or exit from the subdivision and to have access to properties beyond or adjoining the subdivision, be It belonging to said BUYER or other persons. If the buyer violates this particular provision of the Deed of Restriction the Developer (ERC) and/or subdivision landowner (SL) shall be entitled to exercise or avail of any and or all of the following rights or remedies.
  1. Issue notice and enter the property without need of court intervention and any criminal/civil liability whatsoever on the part of the said developer/landowner and closed/ restore the opened perimeter fence at the buyers expense.
  2. Issue notice and rescind/cancel or terminate the contract extrajudicially and forfeit all payments made on the lot purchased and take possession of the property including all improvements made if any. If the title of the lot was already transferred to the BUYER, the Developer (ERC) and/or the subdivision's

Landowners (SL) compel the buyer to reconvey the title of the lot purchases subject only to fifty percent (50%) of whatever the Buyer has paid on the principal amount paid on the lot. The other fifty (50%) percent shall be forfeited in favor of the seller as liquidated damages.

3. Institute court action for the violation of this particular provision of the Deed of Restriction in order to close/restore the opened perimeter fence at the Buyers expense including the cancellation/termination the contract and/or the re- conveyance of the title of the lot to the seller already transferred to the Buyer. And this prohibition does not apply to ERC who shall have the right to create right of way within, beyond or adjoining the subdivision to gain or give access to adjoining subdivision or properties.

### **III - C BUILDING AND ARCHITECTURE:**

1. Prior to the start of any construction on the lot, the BUYER shall first secure a clearance or permit from the developer (ERC) or the PALA if the facilities/amenities had already been turned over to the latter. The proper building permit must also be secured from the municipal/city government prior to the construction of any building or any subsequent additions thereto. No construction or fencing shall likewise be started, nor materials stockpiled prior to the issuance of the clearance and building permit as required herein. Any construction materials will not be allowed to enter the subdivision without the above requirements.

2. The building plans and specifications shall comply with all existing laws, ordinances and/or regulations required or promulgated by the local or national government or any appropriate government office or agency. The building/house to be constructed must be made of strong concrete materials and must be completed/finished, including the house finishing, painting and lot fencing, within one year period of time from commencement of construction as per approved plan submitted to the developer (ERC) or to the subdivision landowners. The maximum height of the house must not exceed 9 meters from the road level. Nipa hut and fencing only are not allowed to be constructed in the subdivision.

3. No construction clearance/permit will be issued by the developer (ERC) without paying the P25,000.00 construction deposit to the developer (ERC). Said deposit shall be refunded to the BUYER after completion of the construction of the building and after issuance of a Certificate of Compliance from the developer (ERC) that no facilities/utilities of the subdivision were damaged or affected and/or the facilities/utilities were already repaired or paid. In case of violation, hereof, the construction deposit will be forfeited in favor of PALA without prejudice to such other legal action which the developer (ERC), may take.

4. The Developer have provided the lot monuments of each individual subdivision lots but the Buyer is solely responsible in relocating/re-survey of his/her lot prior to the start of his/her house construction as required by the city/municipal government in securing building permit. In wrong lot the Developer (ERC) and/or subdivision landowners. (SL) and or the real lot owner of the event the Buyer or his/her/its successor-in-interest construct his/her/its building/house on the or the affected lot shall entitled to exercise or avail of any and/or all of the following rights remedies:

1. Issue notice and require the Buyer to stop the continuation of the construction and the Buyer remove said constructed structure at his expense.

2. Issue notice and rescind/cancel or terminate the contract extra judicially and forfeit all payments made of the lot purchased and take possession of the property including all improvements made if any. If the title of the lot was already transferred to the Buyer the Developer (ERC) and/or the Subdivision Landowner (S.L) compel the Buyer to re-convey the title of the lot purchase subject only to 50% of whatever the Buyer has paid on the lot. The other 50% shall be forfeited in favor of the seller as liquidated damages.

3. Institute court action for violation of this particular provisions of this Deed of Restriction in order to obtain court order to correct the effects of the violation at the Buyer expense including the cancellation/termination of the contract and/or re-conveyance of the title if already transferred to the Buyer.

#### **IV - WATER SYSTEM:**

1. The developer (ERC) has provided a water distribution system and individual water service connections stubbed out for every lot including the lot for the pumping station. Balibago/Angeles Water District will provide and install the deep well, submersible pump, electric motor, motor controls, overhead tank, if necessary as determined by utility company which will operate and manage the water system.

2. Direct pumping from the distribution main line or the use of booster pumps is strictly prohibited.

#### **V - POWER DISTRIBUTION SYSTEM**

1. ANGELES ELECTRIC CORP will provide the power distribution lines including electric posts, transformers and cable lines and the power supply needed in the subdivision. The BUYER will apply and pay the application and installation costs of their individual ANGELES ELECTRIC connections including electric meters.

#### **VI -- PROHIBITIONS, RESTRICTIONS and/or EASEMENTS:**

1. The lot purchased cannot be subdivided into smaller lots, whether or not the ownership are retained by the BUYER or sold to other persons to ensure that each lot shall have adequate access to a designated street for vehicular entrance and exit, whether directly or by grant of right of way.

2. The easements are required for purposes of installation of additional utilities such as sewage, telephone lines, water lines and other public utilities as may be necessary and desirable and also for ventilation purposes. The BUYER or his/her/its successor-in-interest shall permit free access thereto to the authorized representative/s of the developer (ERC), subdivision landowners their successors-in-interest and/or public utility entities for the purpose of which the easement is created, to inspect and relocate monuments, to install or disconnect lines for light, telephone or water and other utilities.

3. The BUYER or his/her/its successor-in-interest binds himself not to alter, remove, displace or in any way interfere with any monument or other evidence of boundary upon said premises, nor cut, destroy or in any other manner cause any waste or damage to or upon said premises nor allow others the commission of any of the aforesaid acts.

4. Cutting, breaking and excavations of the concrete roads, sidewalk, planting strips boxes, curbs and gutters are not allowed without a written permission issued by the developer (ERC).

5. Heavy equipment such as trucks, delivery vans, bulldozers, cranes, tractors, buses, etc., or accessories thereof, shall not be allowed to enter the subdivision or parked or stationed on any portion of any road, street or alley forming part of the subdivision except for purposes of delivering supplies and materials, or rendering construction related services in the subdivision for a short period. The developer (ERC), subdivision landowners and/or the PALA reserve the right to exclude or remove at the expense of the lot or equipment owner any such equipment found within the subdivision premises or parked thereat in violation of this rule.

6. BUYER should first verify the plans of the underground utilities from the developer (ERC) and

subdivision landowners or the association prior to actual excavation and shall be liable for any damages made or caused thereon. Cutting and breaking of the concrete roads and tapping of water mains for additional water lines shall not be allowed without written joint approval from the developer (ERC), subdivision landowners. Sewage disposal must be connected only to the septic tank which the BUYER will build. The septic tank will not be connected to the subdivision's drainage system. The plans of this tank will be subject to the approval of the developer (ERC), All drainage pipes shall be connected to the subdivision drainage system. No installation of any drainage line shall be allowed outside of the lot without the written approval of the developer (ERC).

## **VII - VEHICULAR/PEDESTRIAN ENTRANCES:**

1. All entrances for vehicles & pedestrians leading to the subdivision shall be jointly designated to the developer (ERC) in accordance with the approved subdivision plans.
2. No vehicular entrances or exits shall be constructed on the street curves of the road intersections. No vehicular or pedestrian entrances or exits shall be allowed on lot boundaries adjoining the subdivision's perimeter.
3. Any portion of the road may be closed temporarily during emergency repair works on the roads, waterlines or any other utilities by the developer (ERC) for the benefit of the community.

## **VIII - LIABILITY FOR IMPROVEMENTS:**

1. The BUYER or its successor/s-in-interest shall pay for any improvement on the land which he wishes to introduce for his own convenience.
2. The BUYER or its successor/s-in-interest shall pay any improvement on the land which may be required by the government or other competent authority and in case the developer (ERC) and subdivision landowners are compelled to make such improvements by reason of the inability of the BUYER to comply with such requirements, the latter shall reimburse the developer (ERC) and subdivision landowners for the costs and expenses incurred plus interest rate of 24% interest per annum.

## **IX -PERPETUAL EASEMENT:**

1. The BUYER hereby agrees that the representatives of the developer (ERC) and subdivision landowners (SL) shall have the right to enter the property at any time for the purpose of inspection, measurement, relocation, survey, laying of monuments or of necessary lines for water, gas, electric power, telephones and other public services to undertake works, of whatever nature for the general interest of the subdivision, and enforce the rules and regulations of the developer (ERC), subdivision landowners (SL) or PALA and any inconvenience or disturbance thus caused shall not be a ground for any action for damages.

## **X -TERM OR PERIOD OF RESTRICTIONS:**

1. The foregoing restrictions shall remain in force for a period of Fifty (50) years starting from the issuance of License to Sell by the HLURB or any Government Agency, or from date of purchase, which ever comes later.
2. After the fifty (50) years period, PALA, may modify, change, amend any provision in this Deed of restrictions or promulgate new or additional restrictions subject to the approval of at least Three-Fourths (3/4) votes of all the members in good standing of the PALA, in which case said amended or new restrictions shall remain in force for another twenty five (25) years from effectively thereof.

## **XI - ENFORCEMENT OF RESTRICTIONS:**

1. The developer (ERC), subdivision landowners (SL) or its successors-in-interest or the association or their 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 this lot to ascertain compliance with all the restrictions herein. Compliance with these restrictions may be enjoined and/or enforced by Court Action, by the developer (ERC), subdivision landowners (SL), (PALA ) and/or the Association after the turnover of the subdivision or by any members in good standing of the Association.

2. Any inaction, silence, delay or tolerance of any said parties in respect to violation of any of the covenants, conditions and restrictions herein committed by the BUYER shall not bar nor stop any said parties from instituting an action to enforce the same, provided that the outcome of said action shall not affect the one who is not made a party to the suit.

3. If the Buyer violates any provisions of the Deed of restriction the Developer (ERC) and or if the buyer violates any provision of the Deed of Restriction the DEVECOR (DRC) and/or the Subdivision Landowners (S.L) shall be entitled to exercise or avail of any and/or all of the following rights or remedies:

1. Issue notice and require the Buyer to stop the violation of the said restrictions and correct the effect of said violations if any of the expense of the Buyer.

2. Issue notice and rescind/cancel or terminate the contract extra judicially and forfeit all payments made of the lot purchased and take possession of the property including all improvements made if any. If the title of the lot was already transferred to the Buyer the Developer (ERC) and/or the Subdivision Landowner (S.L) compel the Buyer to re-convey the title of the lot purchase subject only to 50% of whatever the Buyer has paid on the lot. The other 50% shall be forfeited in favor of the seller as liquidated damages.

3. Institute court action for violation of this particular provisions of this Deed of Restriction in order to obtain court order to correct the effects of the violation at the Buyer expense including the cancellation/termination of the contract and/or re-conveyance of the title if already transferred to the Buyer.

## **XII OTHER COVENANTS:**

1. The BUYER 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 ERC, Subdivision landowners and PALA and until stipulations of this Deed of Restrictions shall have been fulfilled.

2. In the event any of the above restrictions or any portion thereof is declared invalid by virtue of any court order or final judgement rendered by court of competent jurisdiction, all other provisions not affected shall remain in full force and effect.

3. Should the SELLER resort to the courts of justice or engage the services of an Attorney in order to enforce the foregoing covenants and/or for the protection of its rights or to seek redress of its grievances relative to this lot or the use thereof, the BUYER or his/her/its successor-in-interest is obliged to pay the SELLER actual attorney's fees and expenses of litigation incurred plus all other consequential damages to which the SELLER may by law be entitled. The venue of the litigation shall be before the proper courts in Angeles City. The term court includes the Housing and Land Use Regulatory Board or other government agencies having jurisdiction over the suit.

4. The SELLER hereby retain all rights, title, ownership and interest over the existing creek/s.

Accordingly, the BUYER hereby acknowledges that he/she/it has no title nor any right to claim ownership or possession over any creek or flowing water and/or any such similar area adjacent to the lot purchased, and further acknowledges that this contract does not confer on him/her/it any right to claim said adjacent area above mentioned.

5. The developer (ERC) may, from time to time and at its sole discretion, annex to the subdivision any other real property owned or subsequently acquired and developed into a similar subdivision provided that the same is contiguous or adjacent to or in the immediate vicinity of this project.

6. This restriction shall be annotated at the back of all the individual title and shall be applied to all existing and subsequent buyer

**IN WITNESS WHEREOF** the parties had affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
**EVOLUTION REALTY CORPORATION**  
Seller/Owner

\_\_\_\_\_  
Buyer

**CELESTINO S. DIZON**  
Vice President for Engineering and Construction

**SIGNED IN THE PRESENCE OF**