

# PALA CONSTRUCTION AND CONTRACTOR'S REGULATIONS

In our ongoing commitment to enhance service quality and ensure the safety and security of our subdivision, we have established a protocol for all work conducted within our community. To maintain transparency and accountability, homeowners are required to provide the names of all workers involved in any projects inside the subdivision. Additionally, it is imperative that homeowners notify the PALA office prior to commencing any work within their homes, regardless of the project's scale. This includes tasks such as wall painting, tile work, minor repairs, and major renovations. This does not include emergency repairs. Any work initiated without prior notification to the PALA office will be halted immediately until proper procedures are followed.

For both small and large projects, please refer to the bond requirements outlined below. Should you have any questions or need further clarification, do not hesitate to contact the PALA office. Your cooperation is essential in helping us maintain a secure and well-managed community.

## 1. BONDS FOR NEW CONSTRUCTION

### 1.1. For Owner:

#### 1.1.1 Owner's Construction Bond (one-time payment, refundable):

- PHP **100,000** — for lots less than 250 square meters
- PHP **100,000** — for lot sizes of more than 250 square meters, to include one house on more than one lot.

#### 1.1.2. Processing fee (one-time payment, non-refundable)

- PHP **8,000** per Construction. To include review and inspection of plans and site.

#### 1.1.3. Construction/Security Fee/Road Use Fee/Flat Fee (monthly, non-refundable)

- PHP **5,000/month** for lots less than 250 square meters
- PHP **8,000/month** for lot sizes of more than 250 square meters, to include one house on more than one lot. Payment must be received before construction starts.

1.1.4. The construction bond is refundable within 30 days of the completion of construction if no violation of the PALA Bylaws and PALA Construction and Contractor's Regulations is found. The construction shall be inspected by members of the Maintenance and Construction committee. Deductions shall be made for any violations found.

### 1.2. For Contractor:

#### 1.2.1. Contractor's Construction Bond (one-time payment, refundable)

- PHP **100,000** — for lots less than 250 square meters
- PHP **150,000** — For lot sizes of more than 250 square meters, to include one house on more than one lot.

1.2.2. The Contractor's bond is only valid for a 12-month period. For every month that the construction exceeds the given 12-month period, an additional construction fee of P3000/month shall be assessed and deducted from the remaining refundable construction bond paid by the contractor until such time that the construction is complete. Any funds uncollected from the Contractor's bond shall be forfeited after 24 months. Contractors bonds list will be available at the PALA office for review and be presented at the (AGM).

1.3. If the Owner is also the contractor, he or she will put up both bonds.

***Note:** The construction bonds guarantee that the construction in the residence of a homeowner is strictly in accordance with the approved plans and specifications. If deviations are discovered during*

*random inspection and found to be in violation of existing PALA Bylaws and PALA Construction and Contractor's Regulations violation(s), the owner shall sign a letter certifying that he/she will rectify the violation when he/she does a renovation / additional construction in his/her house. Designated members of the Maintenance and Construction Committee may be tasked to conduct no-notice inspections of any on-going constructions or renovations to ensure compliance with PALA construction rules and requirements.*

## **2. BOND FOR MAJOR RENOVATION/ADDITIONAL CONSTRUCTION**

(1-month period through 3 months and requiring 2-10 workers)

### **2.1. Construction bonds and fees for major renovation add-on construction**

- **PHP 25,000** — for additional structure or extension exceeding 20 square meters total floor area; Major change in the outside look (gate, wall) or renovation of the entire house (interior or exterior).

### **2.2. Processing fee (one-time, non-refundable)**

- **PHP 4,000** for major renovation or add-on construction. Includes inspection of plans and site.

### **2.3. Construction / Security Fee / Road Use Fee /Flat Fee (monthly, non-refundable)**

- Minimum of **PHP 6,000 per month** will be charged for road usage.

#### **2.3.a. The following procedures regarding any repairs or improvements undertaken on your property:**

**General Notification Requirement:** All work, regardless of duration, requires written notification to the PALA office before commencement.

**Projects Under Two Weeks:** Submit a notification and a list of workers involved in the project. No additional requirements are necessary beyond the initial notification.

#### **Projects Between Two Weeks and One Month:**

- Provide a detailed written notification to the PALA office before starting the project.
- Include the names of all workers engaged in the project.
- Submit construction bonds and fees of PHP 10,000 (refundable) for projects involving additional structures or extensions not exceeding 20 square meters of total floor area.

Notify of any major changes to the property's exterior appearance (such as gates or walls) or any major renovations of the entire house, both interior and exterior.

If the project exceeds the stipulated time frame, additional notification and approval from the PALA construction committee will be required to continue work, with additional bond as required above or fines and penalties will be assessed.

**2.4** Any kind of work or renovation work to include paint inside of houses, tile replacement homeowner will advise the PALA office before the project begins.

**2.5.** The construction bond is refundable within 30 days of the completion of construction if no violation of the PALA Bylaws and Regulations are found. The construction shall be inspected by member(s) of the Construction committee. Deductions shall be made for any violations found.

## **3. PLANS PROCESSING REQUIREMENTS**

- One (1) set of plans (blueprints) with a topographic plan showing contour lines, existing trees, drainage box, sewer maintenance holes, post and other structures with the signature and seal of

a certified Geodetic Engineer. The copy shall be size 11" x 17" or A4. PALA requires that each builder provide copies of all documentation utilized to obtain the City Building Permit. The copy will remain on file at the PALA office.

- Signature of the registered owner on all sheets. If the owner is under a corporation or a Company name, the signatory shall be duly authorized by the board of Directors through a notarized Board Resolution.
- Signature and seal of Architect, Civil or Structural Engineer, Sanitary Engineer, Electrical Engineer, and Mechanical Engineer on their respective plans. Any changes or additions made to these plans after they have been submitted, the builder will have to submit new plans that show the changes and have them approved before starting to build on these additions.
- Reflect the property lines in all Architectural and Structural plans.
- Photocopy of the Transfer Certificate of Title or photocopy of the notarized Deed of Sale, if the property is newly acquired.
- Recent NBI or PNP clearances for all construction workers to be assigned to the work site. There is also a requirement to obtain an ID within the subdivision.
- Bill of Materials
- Timeline of construction. Once complete, this set of documents shall then be submitted to the Maintenance and Construction committee and a recommendation for approval or disapproval shall be made to the PALA board.

#### **4. OTHER CONSTRUCTION/CONTRACTORS REQUIREMENTS**

- PALA Bylaws and Regulations signed by the registered owner on all pages.
- Construction Bond Undertaking duly signed by registered owner.
- Contractor's undertaking signed by the contractor. In the case where the construction is being administered by the owner, the owner shall sign the document and pay the corresponding fee.
- Proof of payment of the PALA dues paid in full through the expected completion date of the building project.
- Contractor's verified phone number and business address. To confirm the address, the contractor shall provide proof of his or her residency by submitting a current utility bill such as electricity or water.

### **5. EASEMENTS**

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

	<b>250 SQUARE METERS or LESS</b>	<b>251 SQUARE METERS or MORE</b>
<b>Interior Lots</b>	<b>Ground Floor</b>	<b>Ground Floor</b>
Both sides of property	2.0 meters from the property line	2.0 meters from the property line
Rear of property	2.0 meters from the property line	2.0 meters from the property line
Front of property	3.0 meters from the property line	3.0 meters from the property line
<b>Interior Lots</b>	<b>Second Floor</b>	<b>Second Floor</b>
Both sides of property	1.5 meters from the property line	2.0 meters from the property line
Rear of property	1.5 meters from the property line	2.0 meters from the property line
Front of property	2.5 meters from the property line	3.0 meters from the property line
<b>Roof Line for All:</b>	<b>Sides: 1.0 Meter from property line</b>	<b>Front: 2.0 Meters from property line</b>

5.2. A carport may be extended into the front setback. The roof of the carport may be used as a balcony, provided it is not fully enclosed. (i.e., not enclosed with bricks or cement blocks or any other permanent structure.) The balcony area may have a roof provided it complies with the PALA Bylaws and Regulations. This enclosure shall not add to the total living area of the house. The covered area of the balcony shall maintain a distance of 1.0 meter or greater to the property line (this requirement does not apply to balcony over carport).

5.3. Balcony's (except over carport or garage) shall maintain a distance of one (1.0) meter or more to the property line and shall ensure that rain run-off does not fall outside the lot property lines. Covered balconies shall follow the above setbacks on all sides.

5.4. Dirty kitchens are only permitted in setback area if they are not permanent and not fully enclosed. (i.e., not enclosed with bricks or cement blocks.) This area may have a roof if it is in keeping with the overall look of the house and rain run-off remains within the property lines. The dirty kitchen can only be installed on one side of the house and may not exceed a maximum length of three (3.0) meters. If the dirty kitchen has a cover, it cannot protrude above the perimeter wall which is limited to a maximum height of two (2.0) meters. This cover of the dirty kitchen may be higher where it attaches to the house.

5.5. If two houses have adjoining carports with balconies, the maximum height of the firewall between the two adjoining carports is 4.5 meters. The firewall must be finished (i.e., plastered) on both sides.

5.6. When requested, lot owners shall allow representatives of the Board of Directors, and the Maintenance and Construction Committee onto their properties to conduct compliance inspections or to verify property boundary markers. Likewise, the lot owners must allow public utility entities property access to install provisions for water, electrical, telephone, cable and internet services.

5.7. Easements are needed for separation of houses and to allow a breeze way between houses for airflow. Small sheds or equipment may be placed in the easements around the house provided that they follow the following rules:

5.7.1. No structure/equipment may have a height more than the allowed wall height unless approved by PALA construction committee and approved by the board in writing.

5.7.2. No structure or equipment may block the breeze way.

5.7.3. If the easement is required by utility company or PALA, it is the sole responsibility of the homeowner to clear the easement.

5.8. No construction or repair materials, trash or debris may be deposited, dumped, or stockpiled on any lot or road, open spaces and/or sidewalks without prior permission from PALA.

5.9. No soil, stones or gravel from any lot shall be hauled out of the subdivision unless its excess, unneeded aggregates accumulated during the construction.

5.10. No one shall mix concrete directly on the subdivision's concrete roads, sidewalks, or vacant lots. Violators will be fined for the cost of the cleanup or repair.

5.11. Lot owners are prohibited from using the lot for breeding fighting cock birds, operating poultry, or piggery facilities, or keeping stables for various animals, whether for personal or commercial purposes. Additionally, the buyer shall not store obnoxious, toxic, or poisonous substances on the premises.

5.12. Concrete wall fences (firewalls) cannot exceed 2 meters in height from curb level. Firewall fencing only permitted if constructed simultaneously with the house, and temporary shelters shall not allowed. All inside and outside walls (firewalls) shall have a minimum finished type, with no visible single brick. If there are neighboring walls already along your property lines, you still must build your own perimeter wall. Barbwire or similar materials are strictly prohibited anywhere on the lot, including walls and fences.

5.13. No temporary use is allowed for adjacent vacant lots, except for stockpiling construction materials with the consent and written permission from the actual property owner. Proof must be provided to the PALA office before use is allowed.

5.14. Lot owners are responsible for maintaining their vacant lots in a mowed and clean state. If the owner fails to do so, PALA will impose a service charge for maintaining the property.

5.15. Roads and the purchased lots in the subdivision are for the use of the lot owners, their families, lessees and guests, as per approved plans and subject to PALA Bylaws and Regulations (P.B.&R.) Violation of this provision grants PALA the right to exercise various remedies.

5.16. The developer/landowner may issue a notice, enter a lot owner's property without court intervention to close/restore an opened perimeter fence at the buyer's expense without incurring any criminal/civil liability. An unbreeched perimeter fence is essential to the security of the subdivision.

5.17. The maximum height of any structure is **10 meters**, measured from curb height at the front of the property.

5.18. Any changes made to the City approved plans or PALA approved construction plans require immediate notification to PALA office and approval. Failure to notify PALA of any changes before commencing construction on any of the proposed changes will result in an immediate order to halt all construction activities. Construction may only resume once the notification is completed and the changes are approved by the construction committee.

5.19. All construction projects are subject to inspection by both city building inspectors and the PALA construction committee at any time. Compliance with this requirement is mandatory. Failure to allow these inspections will lead to an immediate cessation of all construction activities. Work will only be permitted to continue once the inspection has been completed, and no violations have been identified.

## **6. BUILDING AND ARCHITECTURE**

6.1. Prior to the start of any construction on a lot, the lot owner shall first secure a clearance or permit from the PALA office. A 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. Construction materials may not be brought into the subdivision without the PALA clearance permit.

6.2. 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 dwelling to be constructed shall be made of strong concrete materials and must be completed/finished, within a one-year period from commencement of construction. The maximum height of the house shall not exceed ten (10) meters from the curb level. Temporary nipa huts and fencing shall not be allowed to be constructed in the subdivision. Each lot owner are required to have their own property wall, this is done so as not to trespass on your neighbors property.

6.3. Members of the Maintenance and Construction committee have the right to inspect the construction at any time without notice and stop the work if the contractor does not follow the PALA approved plans. When changes to the plans are desired, the contractor shall submit new drawings of revised plans for re-approval.

6.4. The lot owner is solely responsible for resurveying and verifying property markers before commencing house construction. If the lot owner constructs their building/house beyond the property lines or on the wrong lot, thereby encroaching on another lot owner's property or the subdivision's common areas, the affected parties have the right to exercise the following remedies:

6.4.1. Issue a notice to the erring lot owner, demanding an immediate halt to the construction and removal of the encroaching structure at the lot owner's expense. The lot owner shall also be responsible for returning the condition of the encroached land to its pre-construction state.

6.4.2. Institute court action for violation of the provisions of the PALA Bylaws and PALA Construction Regulations in order to obtain court order to correct the effects of the violation at the lot owner's expense.

6.5. When a contractor or lot owner (for self-help projects) refuses to comply with any of the PALA Bylaws and PALA Construction Regulations during any construction phase, a work stoppage will be initiated with the issuance of a written violation letter. During this period, the contractor and their workers may be temporarily barred from the subdivision.

6.5.1. Upon issuance of the first violation letter, the lot owner is granted a maximum period of 72 hours to either appeal the violation or bring the construction into compliance with subdivision rules.

6.5.2. If non-compliance persists within the stipulated time frame or the appeal is rejected, a subsequent violation notice will be served to the lot owner. A daily penalty, not less than P2,000, will be assessed from the original date of the notice until the violation is rectified, and the construction conforms to subdivision rules.

6.5.3. If the lot owner continues unauthorized or non-conforming construction following the second written notice and fails to rectify the violation within the specified period (usually 72 hours), the HOA reserves the right to initiate legal action to halt the construction and rectify the violation. The lot

owner will be held responsible for all penalties, legal fees, and any other costs incurred by the HOA in pursuing legal action.

6.5.4. Once the violation is corrected, and all assessments are paid, a Notice to Proceed Clearance will be issued, allowing the construction (with revisions) to continue.

## **7. CONTRACTOR / WORKER ACTIVITIES AND CONDUCT**

7.1. The lot owner is fully responsible for the conduct and actions of their contractor, workers, and project personnel. They will be personally liable to PALA for any loss or damage to community structures and facilities caused by them, as well as for any malfeasance or illegal acts committed by these individuals.

7.2. All workers, drivers, supervisors, engineers, architects, and suppliers shall have an NBI or PNP clearance and an I.D.'s (only for a three (3) month period) from PALA at a cost of PHP 200 per I.D.'s to enter the subdivision. Workers who have lost their PALA I.D. may get a replacement, one-time only, at the cost of PHP 1,000. A no I.D., no entry policy will be strictly enforced.

7.3. To ensure easy identification, construction workers must wear a builder's shirt of a specific uniform color assigned by the PALA office and display their PALA-issued ID. Each contractor is responsible for their workers within the subdivision grounds, including paying fines for any PALA rule violations committed by their workers.

7.4. The following acts, deeds, and practices are strictly prohibited within the subdivision. Violations will lead to an immediate work stoppage on the construction site and violators may be expelled and/or permanently banned from the subdivision:

- Engaging in any illegal activities, such as possessing and/or using firearms and other deadly weapons, gambling, consuming alcoholic beverages, using or dealing with prohibited drugs and narcotics, participating in prostitution, and committing theft or burglary.
- Grave misconduct including fighting, public disturbance, trespassing and other felonious deeds.
- Rowdy behavior, heckling, loud music, singing or harassing residents
- Indecent exposure including urinating, defecating, or bathing in public.
- Loitering and/or roaming around the subdivision common grounds, outside of their immediate construction or visiting other work sites or homes.
- Storing of construction materials outside the property boundaries to include public sidewalks and streets. Construction materials shall be kept within the boundaries of the property and behind a metal fence/wall.
- Workers' vehicles or motorbikes, construction vehicles or construction trucks shall not be parked and/or left overnight inside the subdivision grounds.

7.5. Wives, children, and other relatives of construction personnel shall not be allowed to stay in the subdivision. However, with proper representation and warranty from the lot owner, PALA may allow access for up to two (2) female persons to perform domestic chores for the project personnel during normal working hours.

7.6. Deliveries for construction site or homes under going self-help projects shall only be allowed between 8:00 AM - 4:00 PM Monday to Friday and 8:00 AM - 12:00 PM on Saturday. Deliveries arriving after these hours will have to wait until the following day.

7.7. Only one contractor worker or “Bodegero” shall remain on the worksite beyond 6:00 PM to provide on-site security. The worker shall always remain at the job site. Visitors or family members shall not be allowed.

7.8. To prevent curb damage, the use of rebar or metal curb ramps shall be required for water flow. Wooden ramps and sandbags shall not be allowed. Violations of this rule shall result in a fine of P1,000 for each offense. Any damage or cracks to roadside curbs shall be repaired at the expense of the contractor/lot owner.

## **8. FOR WORK SITE SANITATION AND SAFETY**

8.1. For sanitary reasons, the contractor must provide a standard, port-a-potty within the work site and assure its use by construction crew members. It must be serviced and clean at all times.

8.2. To eliminate fire hazards, no open fires are permitted on the work site. Cooking shall be permitted utilizing a proper commercial cooking appliance such as a portable LPG burner.

8.3. The construction site street frontage and sides shall be cleaned daily.

8.4. Mixing of cement and other construction work shall be done only within the confines of the property. For the safety of pedestrians, no work may be accomplished on the streets of the subdivision.

8.5. If laundry is washed and hung on the construction worksite, it shall not be visible from the street.

## **9. POST CONSTRUCTION STAGE**

9.1. Upon completion of the project, the lot owner shall make a request to PALA to conduct a post construction inspection to verify conformity to the approved plans drawings and specifications, and to confirm compliance with this PALA Bylaws and PALA Construction Regulations.

9.2. Within three (3) days after its receipt of the lot owner's request, a designated PALA inspector shall coordinate with the contractor to conduct an inspection of the finished structure. The contractor, architect/engineer and lot owner shall be present to address any negative findings.

9.2.1. Should the PALA inspector find that the constructed building complies with the PALA approved plans, drawings, specifications, and PALA rules and requirements, he shall issue a Certificate of Compliance to the lot-owner.

9.2.2. If negative findings are found, the PALA inspector shall issue a formal letter to the lot owner listing the discrepancies observed and recommending corrective actions.

9.3. During the inspection, the contractor shall clear the site of all temporary facilities, warehouses, construction debris, and waste. They should also undertake repairs for any damage to the subdivision's common areas, such as curbs. If the contractor's repairs are unsatisfactory to the PALA inspector, PALA maintenance may be tasked with the repairs, and the contractor may forfeit part or all of their construction bond.

9.4. Once the PALA inspector is satisfied that the contractor has fully returned the affected subdivision property to its original, pre-construction state, he will make a recommendation to the PALA office to refund the construction bond minus any unpaid fines, late fees and/or charges for repair of the subdivision common areas.

## **10. TERMINATION OF CONTRACT DUE TO VIOLATIONS**

10.1. In the event of a serious contract violation or multiple violations, PALA and/or the subdivision's landowners (SL) may issue a notice, rescind the contract to sell extrajudicially, and forfeit all payments made on the purchased lot. If the title has already been transferred to the BUYER, the buyer will be compelled to reconvey the title subject to retaining fifty percent (50%) of the principal amount paid. The remaining fifty percent (50%) will be forfeited as liquidated damages in favor of the seller.