**DEED OF RESTRICTIONS**

1. The **BUYER** his/ her heirs, successors or assign hereby accepts unconditional membership in the LA PUENTE HEIGHTS HOMEOWNERS ASSOCIATION, INC., a non-stock, non-sectarian, non-political association composed of all lot owners, residents of the subdivision community. The main purpose of the formation of the homeowners association is for beautification of the roads, and community facilities, security, fire protection, enforcement of restrictive easements and in general to protect and promote health and sanitation.
2. The **BUYER**, his/her heirs, successors or assign should pay initial membership fee to the ASSOCIATION at the prevailing rate before move-in to be determined by the Homeowners Association.
3. The **BUYER** his/her heirs, assign and successors agree to pay annual membership dues in such amount as fixed by the Board of Directors of the Association, which will constitute a lien on the property, second only in liens entered into good faith, and to abide by the Articles of Incorporation of the Association, its by-laws and such reasonable rules and regulations as maybe promulgated from time to time.
4. The **DEVELOPER** may donate subdivision facilities to the ASSOCIATION upon consent of the Local Government Unit (LGU) and that the latter shall shoulder the maintenance, and the improvement of such facilities/amenities. The ASSOCIATION shall also shoulder any incidental expenses such as hiring of maintenance crew, beautification of the subdivision and payment of real property taxes; however the **DEVELOPER** may in due time donate with proper arrangement the facilities/amenities provided that the ASSOCIATION has been registered in any government agency and that the ASSOCIATION HAS PAID MISCELLANEOUS EXPENSES, DONORS TAX, TRANSFER TAX AND REGISTRATION FEE.
5. The property shall be used for residential purposes upon the consent of the LGU and shall not be used for immoral or illegal activity. Any lot shall not be subscribed and for the purpose of being used as right of way to any adjacent outside the subdivision or any other purpose.
6. No animals or fowls shall be maintained or kept on the lots except PETS. The terms Pets mean birds, cats and other animals not in commercial quantities.
7. NO commercial advertising signages should be placed, constructed or erected on the property except nameplates and professional signs, not exceeding 80 x 40 cms. in size and placed only on the premises of the owner thereof.
8. NO PARTS of the property shall be used as dumping for rubbish, garbage, or other materials aggregates. The **BUYER** shall provide for garbage bins, cans or receptacles for the disposal of garbage or rubbish.
9. The **DEVELOPER** will install a centralized water distribution system in the subdivision and no **BUYER** or person is allowed to tap or sell its water supply outside or inside the subdivision, and the **BUYER** agrees to pay such rate or rates to the **DEVELOPER**. Its assign/successors shall hereafter charge for the proper upkeep and maintenance of this service. For any damage on the water main distribution pipes and or drainage system caused by the **BUYER** or his contractor, the same shall be repaired at the expense of the **BUYER**. Further, the **BUYER** shall not be allowed to put up its own deep well or pressurized water tank within his lot in the subdivision and shall not be also allowed to connect a pump directly to the water pipe connected to the main distribution pipe.
10. NO plants, soil or fruit trees and the like maybe taken out of the subdivision without the consent of the DEVELOPER, its assign/heirs or successor. If the **BUYER** decides to plant a tree, (.06m) of a meter setback from the sidewalk shall be observed to prevent damage the drainage system of the subdivision.
11. Should the **BUYER** decides to construct a residential unit according to his/her plans and specifications ; the **BUYER** shall comply with all the laws ,national and city ordinances and implementing rules and regulations of any governmental agency or entity such as building permit ,occupancy permit and licenses related to such undertaking.
12. Maximum height of the building shall be eight (8) meters from means of sidewalk level up to the ridgeline and the setback shall be: a) Front- 3meters, b)Side & Rear - 2 meters
13. Should the **BUYER** decide to construct a fence, the fence shall be constructed in the following:
14. Solid concrete hollow blocks fence shall not exceed (1.2) meters from the original grade line for front and side lot boundaries fronting the street or alley, (2) meters for the rear and side lot boundaries not fronting the street or alleys and (2.,5) meters for the perimeter of the subdivision.
15. Steel grille, cyclone mesh wire, pre-cast concrete grille fence or wooden picket fence shall not exceed (2) meters from the original finish grade line for the front and side lot boundaries fronting a street or alley; and (2.5) meters for rear and side lot boundaries not fronting a street or alley.
16. Fences using barbed wire, and or broken glasses shall not be allowed.
17. The owner of the lot along the perimeter fence of the subdivision shall not be allowed to make any opening on the perimeter wall as ingress or egress from the other side of the subdivision nor make an extension beyond his property line. Any violation of this provision shall entitle the **DEVELOPER** its assign, successor or any of its representatives to close any opening made or demolish any structure constructed beyond the property line of the **BUYER** at his or her expenses. This provision, the **DEVELOPER** need not obtain **BUYER**S, permission and shall not incur any liability thereon.
18. Prior to the start or commencement of any construction improvement, the **BUYER** is required to submit their building plans for approval, filing and record purposes to the **DEVELOPER**, its assign/successors and a copy of its permits. A cash bond to be determined by the **DEVELOPER** shall be used in the maintenance and or repair of roads that may have been damaged by the **BUYER** or his contractor during the duration of the construction.
19. The **BUYER**, his/her successor or assign shall not be allowed to install any drainage line outside his property without express approval from the subdivision **DEVELOPER.** Any destruction, boring, covering of drainage (OUTLET OR INLET) CONCRETE CURB AND GUTTER shall NOT BE ALLOWED.
20. The restrictions herein contained serve as a limitation of ownership of the property conveyed.
21. FAILURE of the **BUYER**, his/her assign, heirs, successors to comply with the covenants maybe enforced by proceedings at law and the cost of suit, attorney’s fees and damages shall be for the account of the **BUYER**.
22. The above written restriction shall be enforced unless amended by the HOMEOWNERS ASSOCIATION OR THE **DEVELOPER**.

THAT I/WE HEREBY MANIFEST THAT I/WE HAVE READ AND FULLY UNDERSTOOD AND AGREE TO THE PROVISION CONTAIN IN THE DEED OF RESTRICTION.

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 (Signature over Printed Name)

 TIN NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RES.CERT.NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE/PLACE.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_