

**Monterrazas de Cebu**  
**Cebu City**  
*DEED OF RESTRICTIONS*

**1.0 DEFINITION OF TERMS**

- 1.1 **ASSOCIATION** refers to the Monterrazas de Cebu Village Association, a non-profit organization structured to satisfy and anticipate the needs of the residents, provide complete assistance thru effective communication and establish a harmonious relationship with the internal as well as the external communities.
- 1.2 **OWNER** means the purchaser of lot/s or house and lot/s at Monterrazas de Cebu.
- 1.3 **GENVI** means Genvi Development Corporation, the developer of **Monterrazas de Cebu**
- 1.4 **VILLAGE** means the **Monterrazas de Cebu** subdivision project.
- 1.5 **DENR** means **Department of Environment and Natural Resources**.
- 1.6 **LOTS** means any residential plot of land shown in the subdivision plan of **Monterrazas de Cebu** designated as a numbered lot.
- 1.7 **FINISHED GRADE ELEVATION** means the final lot grading elevation delivered by the developer.
- 1.8 **FINISHED CONSTRUCTION LINE** means final lot grading elevation resulting from construction activities and/or improvements conducted by the OWNER.
- 1.9 **PERIMETER LOTS** means Lots located along the perimeter of the Village as indicated in the subdivision plan.
- 1.10 **THRU LOTS** means Lots with two-street frontages but are not corner lots.
- 1.11 **NET CONTRACT PRICE** is the amount (price per square meter x total lot area in square meter) payable by the buyer less discounts (if any).
- 1.12 **CONSTRUCTION DEPOSIT** is the amount payable by the OWNER prior to house construction. This serves as a guarantee bond for possible damages on any of the VILLAGE facilities incurred during house construction.

**2.0 RESTRICTIONS APPLICABLE TO RESIDENTIAL LOTS WITHIN THE VILLAGE**

The following restrictions shall apply to the entire Village.

**2.1 Sign Boards**

Commercial or Advertising Signs shall not be placed, constructed or erected on the lot/s or on the houses constructed on the lots. Nameplates or shingles of professionals shall obtain GENVI and/or Association's approval before such nameplates or shingles are placed, constructed or erected.

**2.2 Pets and Animals**

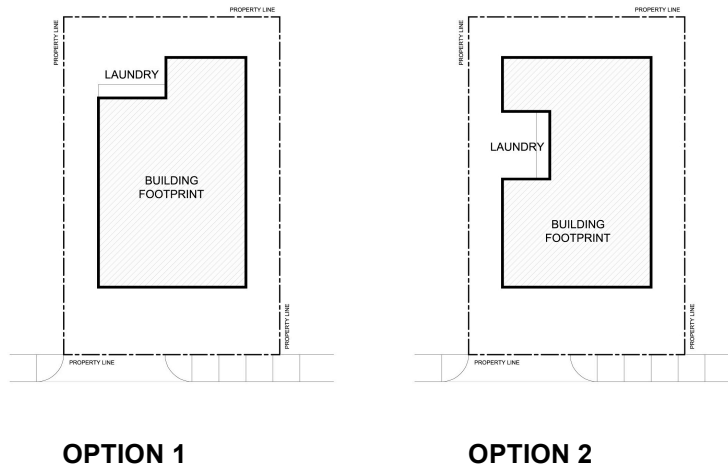
No cattle, chickens, roosters, pigs, sheep, goats, horses, snakes, geese, or other animals which could pose potential danger or nuisance to any of the residents of the village shall be maintained. Keeping of dogs, cats or other pets, in non-commercial quantities may be allowed unless further restricted and subject to regulations as the Association may adopt and to applicable government rules and regulations. In case any of the animals allowed also poses a potential nuisance to any of the Village residents, the Association reserves the right to remove such animals at the expense of the Owner.

**2.3 Sanitation, Grass and Garbage**

- 2.3.1 The lot must at all times be kept in a sanitary condition and free of overgrowth of "cogon", "talahib", and other wild vegetation and trash which may constitute a fire hazard or a place of concealment. Such conditions can be enjoined and/or enforced by court action and at the same time shall be abated at the expense of the Owner. For this purpose, GENVI and/or the Association is permitted to cut and trim the vegetation, including grass, if any grows beyond two (2.0) feet from the soil and the Owner is obligated to pay the cost therefore with interest at one percent (1%) per month.
- 2.3.2 Building of open fires in any common area or within the Lots is prohibited.
- 2.3.3 Trash cans should not be placed outside the Lot. These must be kept inside the house and should be put out only during scheduled collections of garbage for disposal.

**2.4 Laundry/Washing Area**

The Owner agrees to provide an enclosed area for laundry/washing purposes located at one side of the Lot (subject to section 3.2), specifically in places where they will be hidden from view. Clotheslines should not be placed on any part of the property/structures, which is visible from the subdivision roads except in the said enclosed area. GENVI and/or Association reserve the right not to approve any building plan without provisions for the laundry/washing area. Should GENVI and/or the Association find any visible clotheslines after the house construction has been completed, they reserve the right to enter the property and remove the said clothesline at the expense of the Owner.



## 2.5 Trees

- 2.5.1 No tree other than those planted by GENVI or the association shall be allowed on the planting strip of the sidewalk. 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 GENVI or its corporate successors and assigns. The Owner is responsible for maintaining all trees and similar landscaping on his Lot.
- 2.5.2 Should any tree in the Lot be cut, damaged, removed, or relocated, the Owner shall plant on the Lot three (3) new trees belonging to the same family as the cut, damaged, removed or relocated tree within three (3) months from the date of removal, relocation, and/or damage. Planting medium (cost of planting medium) should be charged to the owner. GENVI or its corporate successors and assigns reserves the right to select and approve the species of trees to be planted should the Owner wish to plant trees not belonging to the same family.

House plans / designs should consider the features of the existing landscape and should minimize damage or disruption thereto in particular, the existing trees.

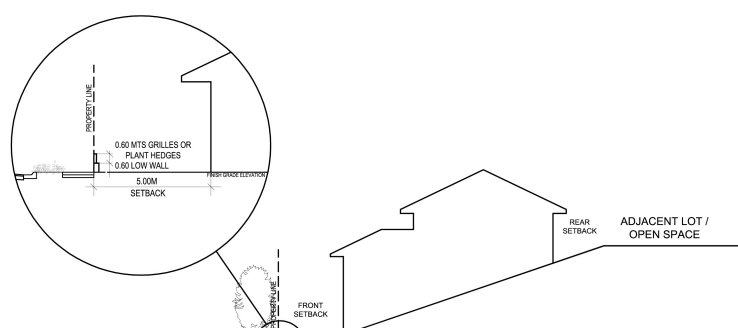
- 2.5.3 When all the Lots in the subdivision shall have been turned over to the Association, and all the streets, lanes and open spaces shall have been conveyed to the Association, or to the government entity concerned, the approval required under this paragraph shall be secured from the Association. GENVI or its corporate successors or assigns shall have the right to impose penalties for violators of this provision.

## 2.6 Fences

It is the intention of GENVI to follow one cohesive theme for the entire village. Thus, all fences should follow the standard design guidelines provided by GENVI. All Fence design must be approved by GENVI and/or the Association prior to implementation.

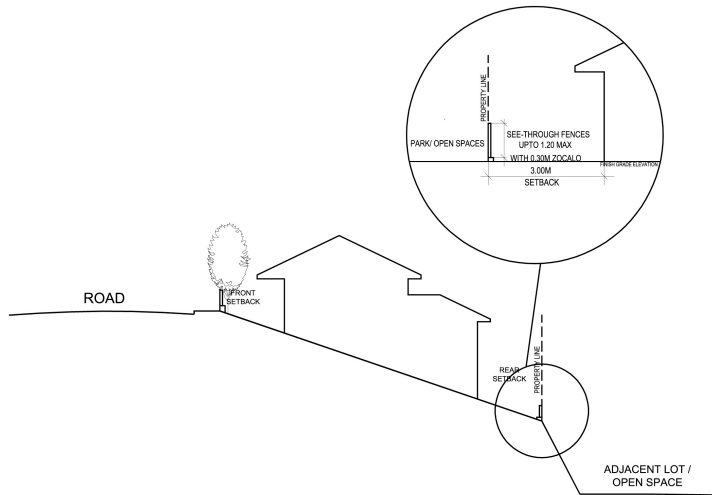
### 2.6.1 Fence Heights

- 2.6.1.1 Front fence including sides within 5-meter easement shall have a 0.60 of low wall, warm-earth tone color (with stone cladding or synthetic, tile) and 0.60 meter of grilles or plant hedges

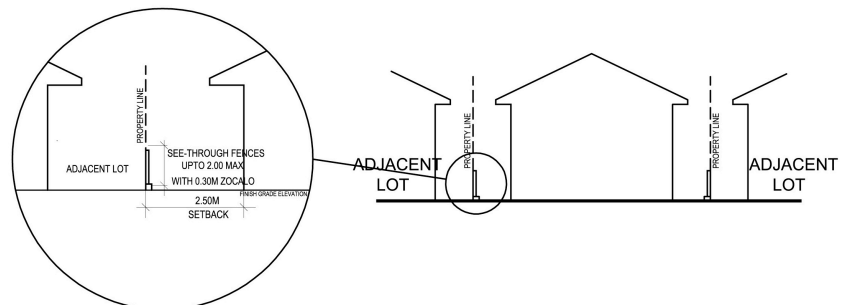


2.6.1.2 For Lots whose rear side is facing alleys, linear parks, nature trails, and Cebu City skyline, fence must be see-through, grilles, glass fence with 0.30 meter zocalo but not exceeding a height of 1.20 meters from the finished grade elevation of the alleys/linear parks following the design specified by GENVI guidelines on pedestrian gates.

2.6.1.3 Fences on the



remaining sides of the property (*sides of the lot adjacent to other lots*) and not covered by the 5 meter easement, should not exceed a height of 2.0 meters from the finished grade elevation of the lot delivered by GENVI. Solid fence, CHB, plastered and painted on both sides of the lot shall be allowed.



## 2.6.2 Fence Materials and design

2.6.2.1 Fences should be delivered following the finish guidelines of GENVI and/or the Association on all sides of the lot including the sides where there are no houses yet.

2.6.2.2 For Lots whose sides are facing alleys and pocket parks, their fences must see-through with 0.30 meter zocalo but not exceeding a height of 1.20 meters from the finished grade elevation of the linear park following the design specified by GENVI. These lots may also construct their own pedestrian access leading to the alleys or pocket/linear parks, provided they follow the design designated by GENVI.

2.6.2.3 Fences of cyclone or mesh wire or barbed wire shall not be allowed.

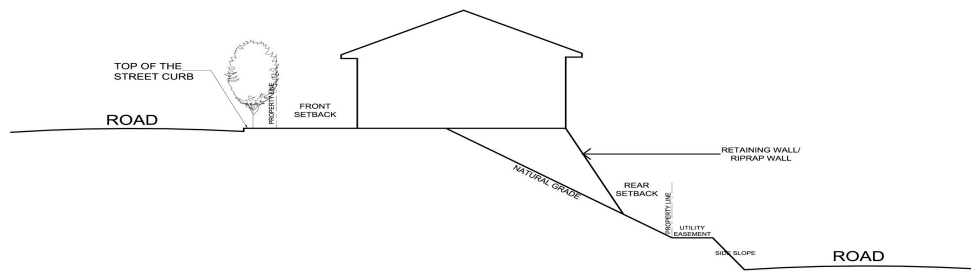
## 2.6.3 GENVI and/or Association and Approval

In all cases, fencing and gate plans for the property shall be subject to approval by GENVI and/or the Association before construction.

## 2.7 Slope Protection and Embankment

2.7.1 Road embankment or side slope protection located inside Lots shall NOT be removed or altered without prior written approval by GENVI or its corporate successors. In case removal/alteration is approved, proper erosion control measures such as a vertical concrete retaining

wall or adequate rip-rap wall shall be provided, the cost of which shall be for the account of the Owner. All erosion control structures shall be approved by GENVI/Association prior to construction.



## 2.8 Wells

No wells may be dug on any Lot without prior written approval of the Association, GENVI and the government entities concerned.

## 2.9 Booster Pump

The Owner should first verify the actual location of underground utilities prior to the planning of their house, and should secure all the necessary permits before tapping any utility line. No booster pump shall be allowed without a reservoir of adequate capacity between the water meter and said booster pump; and provided further that installation of such booster pump system shall have the prior written approval of GENVI and/or the Association. In case the allowed booster pump poses a potential nuisance such as noise or air pollution, GENVI and/or the Association reserve the right to order removal of such booster pump, the cost of which shall be for the account of the Owner.

## 2.10 Water Supply/Solar Water Heaters – dual piping, merits/demerits of dual piping system

2.10.1.1 To ensure the efficient distribution of water throughout the village during high demand periods, the Owner may install his own underground cistern or reservoir. No overhead tanks, however, shall be allowed.

2.10.1.2 Water meters must be installed outside of the fence / gate of the Lot.

2.10.1.3 Solar water heaters may be allowed for as long as they do not cause a nuisance / glare to the residents of the community and are hidden from view. To enforce this provision, the location/ design of all solar water heating or related systems must be indicated in the Architectural and Engineering plans which are subject to approval by GENVI and/ or the Association.

## 2.11 Antennae

2.11.1 No radio masts, professional/commercial radio base antennae will be allowed in any of the residential Lots. However, antennae for television may be allowed provided they are not installed on the roof and do not obstruct views of other lots. It should be installed in an area that is hidden from view.

2.11.2 Satellite / Parabola dishes may be allowed provided they are not installed on the roof and do not obstruct views of adjacent lots. Lightning arresters, if and when necessary, may be allowed subject to prior written approval by GENVI/ Association. To ensure compliance, the location of the satellite / parabola dish / lightning arrester should be specified in the house construction plan, subject to prior written approval by GENVI / Association.

## 2.12 Generators

Generators (genset) should follow the specifications set by GENVI and/or the Association in terms of:

2.12.1 GENVI/ Association must approve the distance of the genset to be attached to the structure of the house and shall be subjected to building setbacks/easements.

2.12.1.1 Sound Level – these generators must be of residential outdoor type with acoustic treatment or sound proofing enclosures. All housing enclosures of generators should secure written approval from GENVI and/ or the Association prior to installation. The intention is to control the noise created by generators to the minimum with an acceptable decibel ratio of 80db so as not to cause a nuisance.

- 2.12.1.2 Exhaust System – the exhaust system should comply with the standards set by DENR with regard to R.A 8749, otherwise known as Clean Air Act.
- 2.12.1.3 Location of the Generator – must be included in the construction plans and should secure written approval from GENVI and/or the Association prior to installation. Should the Owner decide to install a generator after the house construction plans have been approved, the Owner must first submit a revised plan to GENVI and/or the Association for approval. This plan must show the proposed location of the generator. Should the Owner install a generator without prior written approval from GENVI and/or the Association, the latter reserves the right to remove the generator at the expense of the Owner.

### 2.13 Power Supply

Each lot in the Village will have an allocated demand load of **40 KVA**. Should the Owner require a higher power supply, the upgrade shall be for the account of the Owner.

### 2.14 Use of Streets

#### 2.14.1 Right-of-Way

**Monterrazas de Cebu Village Association**, and its members and guests, that may be established or located within the reserved areas designated for such purpose shall be granted a perpetual right of way through the streets of the Village, provided that such access shall be subject to reasonable rules and regulations set forth by GENVI and/or the Association.

#### 2.14.2 Vehicular/Pedestrian Entrances

No vehicular entrances or exits shall be allowed along the curbs at street intersections. No vehicular/pedestrian entrance or exit shall be allowed on lot boundaries adjoining the village perimeter.

#### 2.14.4 Motor Vehicles and Parking

2.14.4.1 Each residence must provide sufficient parking within his Lot to accommodate personally-owned vehicles. No overnight parking of resident's vehicles shall be allowed along streets.

2.14.4.2 No motor vehicle of any kind (two-, three-, or four-wheeler) is allowed to enter the sidewalk, pedestrian bikeway system, nor in any way use the alleys and pathways for parking, provided, that during times of extreme emergencies such as earthquakes, fires, these alleys may be utilized to facilitate emergency passage.

2.14.4.3 Six-wheeler vehicles and other larger commercial type of trucks or buses may park for a maximum period of three (3) hours anywhere around the subdivision only for the purpose of loading/unloading goods for delivery. Any other purpose shall be subject to written approval by GENVI and/or the Association. It is understood however, that under no circumstance may a six-, eight- or ten-wheeler vehicle or any commercial type truck park overnight anywhere around the subdivision roads and parkways.

#### 2.14.5 Vehicle Repairs and Maintenance

GENVI and/or the Association shall prohibit major vehicle repairs/maintenance work to be done on the streets, parks and common areas of, or anywhere within the Village including Owners' carports/garage areas, except in specially designated maintenance areas which are equipped with facilities to capture, control, and dispose of harmful oils and/ or chemicals.

#### 2.14.6 Subdivision Expansion Plans

GENVI reserves the right to expand the Village, and as such, utilize any roadway, utilities, and facilities within the Village in the course of its expansion. At the option of GENVI, the expanded property may or may not be considered to be covered by the Association and may be sold, developed, or alienated separately from the Village.

## 3.0 RESTRICTIONS APPLICABLE TO LOTS

The following restrictions shall apply specifically to each Lot (in addition to the restrictions applicable to the entire Village):

### **3.1 Use and Occupancy of Lots**

#### **3.1.1 Limits on Structure**

Only one private single-family residential house shall be erected on each Lot although accessory quarters for household help and garage may be built; provided, that all restrictions/provisions on building setbacks and easements and roofline setbacks, as set forth in this Deed will not be violated.

#### **3.1.2 Subdivision and Consolidation**

3.1.2.1 The Owner shall not subdivide Lots. However, two (2.0) Lots may be consolidated into one, provided it shall not thereafter be subdivided and further provided that the construction on the consolidated Lots shall be subject to the easements provision in Sections 3.2 and 3.3 and plot and coverage ratios in Section 3.4.9. Three (3) or more Lots may be consolidated and subdivided into a lesser number of Lots provided that the resulting Lots shall not be smaller in area than the smallest lot before consolidation and provided further that the construction on these lots shall be subject to the easements provision in Sections 3.2 and 3.3 and plot ratio in Section 3.4.9. once its consolidated – then rules of section

##### **3.1.2.2 GENVI / Association Approvals**

- a. Any adjustments or modifications required on the utility lines as a result of the consolidation or modification shall be the sole responsibility of the Owner. The additional costs, if any, shall be for the Owner's account. Furthermore, the drainage/utility lines, which fall within the Owner's property, should be subject to easement rules and regulations on access. In any case, the Owner shall be obliged to seek the approval of GENVI for construction on consolidated lots. Such modifications shall be approved by GENVI or Village Association prior to its implementation.
- b. In all cases, consolidation/ subdivision of Lots shall be subject to approval by GENVI or its corporate successors, and assigns, and/or the proper government office or agency, and duly registered in the proper Office of the Registry of Deeds.

#### **3.1.3 Use of Lots**

- 3.1.3.1 Lots shall be used exclusively for residential purposes. Lots shall not be used as access or right-of-way to any adjacent land/s outside the Village or for any other purpose unless approved by GENVI or its corporate successors or assignees.
- 3.1.3.2 The Owner agrees and binds himself not to construct or maintain or cause to be constructed or maintained on the premises: hotels, motels, saloons, bars, or any establishment of ill repute, or use the same for any immoral or illegal trade, or any use which will disturb the peace, or become a nuisance in the Village.
- 3.1.3.3 Lots shall not be subdivided to be devoted to any of the following purpose: chapels, churches, similar places of worship or congregational gatherings, nor shall any structure be built on any lot for such purposes.
- 3.1.3.4 No Lot shall be used in pursuit of any commercial purpose including, but not limited to, sari-sari store, grocery store, eatery, funeral parlor, hospital, private clinic, nursery, school, bar or any other business that conjures a negative image for the Village, except at designated commercial areas only and for purposes approved by GENVI. No machinery, appliance or structure shall be placed, maintained or operated on any Lot, the purpose of which is to carry on or facilitate the carrying on of commercial business of any kind.
- 3.1.3.5 No temporary building, shack, barn or other structures shall be erected, except by builders during the construction period. No stockpiling on Lots shall be allowed except by the Owner during construction. GENVI and/or the Association, or its corporate successors has the right to haul or remove for proper disposal all construction materials, equipment, stockpiling on vacant Lots and common areas without necessary permit and at the expense of the Owner within seven (7) days of

Owner's receipt of notice from GENVI and/or the Association for removal of said materials, equipment, and stockpiling.

3.1.3.6 No soil, stones, gravel, sand, and other similar materials shall be taken from any Lot belonging to the Village without prior written consent from GENVI and/or the Association, its corporate successors or assigns.

**3.1.4 Any violation of this section on the use of lot/s shall give GENVI the right:**

3.1.4.1 To rescind the Contract to Sell between GENVI and the Owner and forfeit all payments including improvements executed by the Owner on the Lot/s; cost of demolition shall be shouldered solely by the Owner.

3.1.4.2 If the Owner has fully paid the purchase price of the lot/s and/or if the title has been transferred to the Owner, to reacquire the Lot/s under the same terms and consideration as it was acquired by the Owner.

**3.2. Setbacks and Easements**

In line with the theme envisioned for the Village, every Owner is required to provide in his Lot an open space for purposes of landscaping, ventilation, and for easement of drainage, sewage, water and other public utilities as may be necessary and desirable.

**3.2.1 Building Line Setbacks and Easements**

Easements (measured from the property line up to the exterior wall or column of the house including bay windows, or any projection there from, the carport, laundry area, etc.) shall be as follows:

**3.2.1.1 For Lots ranging from 500 square meters and above**

*FOR LOTS FACING A ROAD, THE MINIMUM SETBACK SHALL BE FIVE (5.00) METERS FROM THE PROPERTY LINE ON THE SIDE/S FRONTING THE MAIN ROAD, TWO AND A HALF (2.50) METERS ON THE SIDES ADJOINING OTHER LOTS AND THREE (3.00) METERS FOR THE REAR SIDE.*

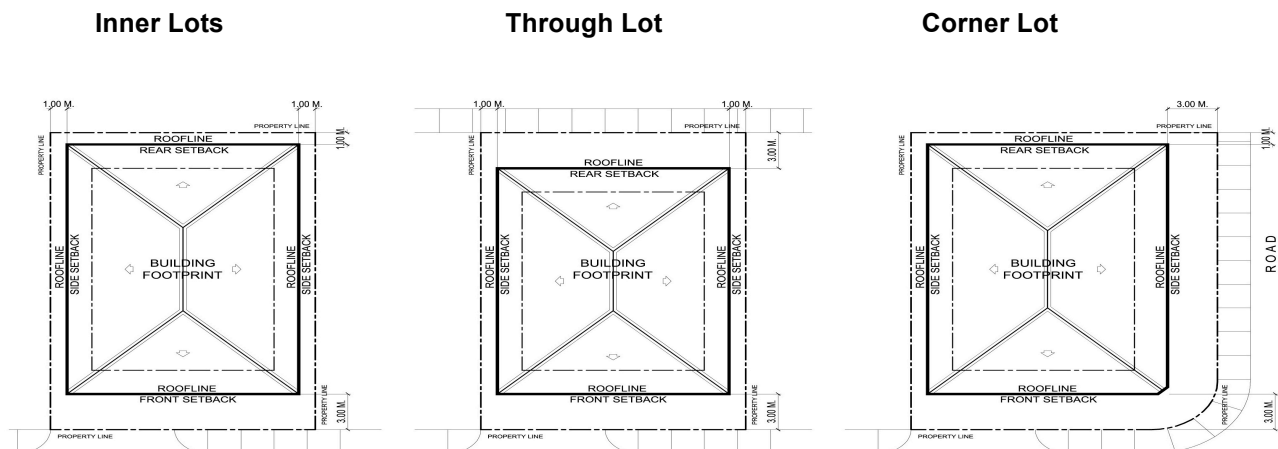
**3.2.1.2 For lots below 500 square meters**

*FOR THE LOTS FACING THE SECONDARY ROADS, THE MINIMUM SETBACK SHALL BE FOUR AND A HALF (4.50) METERS FROM THE PROPERTY LINE ON THE SIDE/S FACING THE SECONDARY ROAD AND TWO (2.00) METERS ON THE SIDES ADJOINING OTHER LOTS AND TWO (2.00) METERS FOR THE REAR SIDE.*

**3.2.2 Roofline Setbacks shall be as follows:**

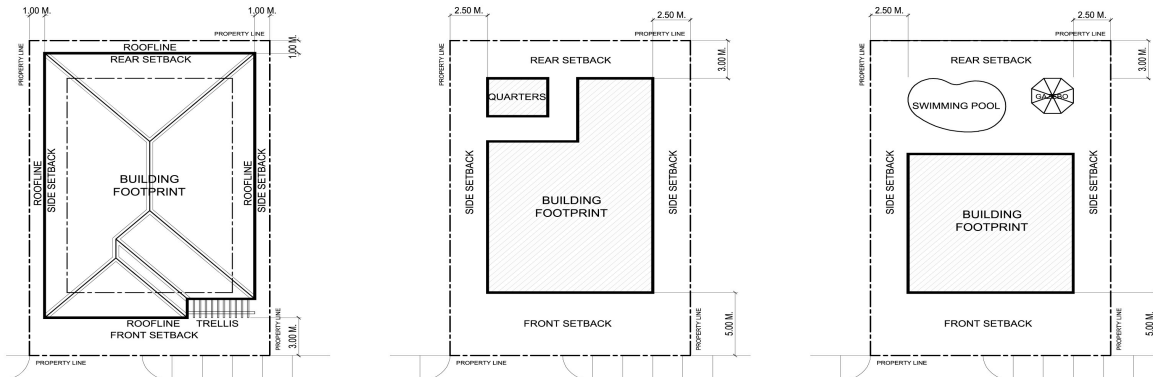
3.2.2.1 *Outside edges of roofs and/or eaves, including the porte-cochere or canopy, all without columns, of the building must have a roofline setback of at least three (3.0) meters from the property line fronting a street and one and one (1.0) meter on the sides and one (1) meter on the rear side;*

3.2.2.2 *In the case of corner and Thru-Lots, both sides fronting the street shall have the same roofline setback.*



3.2.2.3 Trellises (wood or non-combustible) without any vertical support must conform to the roofline setback requirements. These must not be enclosed with roofs and/or walls extending down to the Finished Construction Line or up to the property line. Columns and support must follow the building line setback.

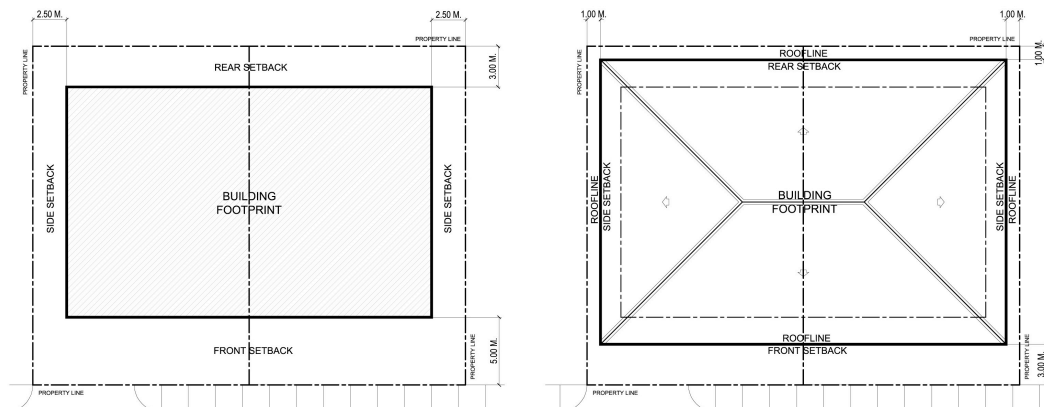
All other permanent auxiliary structures including, but not limited to gazebos, barbecue pits, playhouses, swimming pools, generator rooms, pump rooms and others should follow the prescribed setbacks (refer to Section 3.2)



**Trellis**

**Permanent Auxiliary Structures**

3.2.2.4 If two or more lots are consolidated, the stipulated easements and roofline setbacks on the resulting consolidated area shall apply, following the provisions of section 3.1.2 on Subdivision and Consolidation of Lots.



er, lessee or representative shall permit access to the authorized representatives of GENVI or its corporate successors, Association, or public utility entities concerned for the purpose of which the easement is created (be it to construct, repair, replace, improve or maintain the utility systems).

No construction of any building/room/structure of any nature shall be allowed within these easements except those introduced by GENVI or otherwise provided for under this section.

### 3.3 Buildings and Architecture

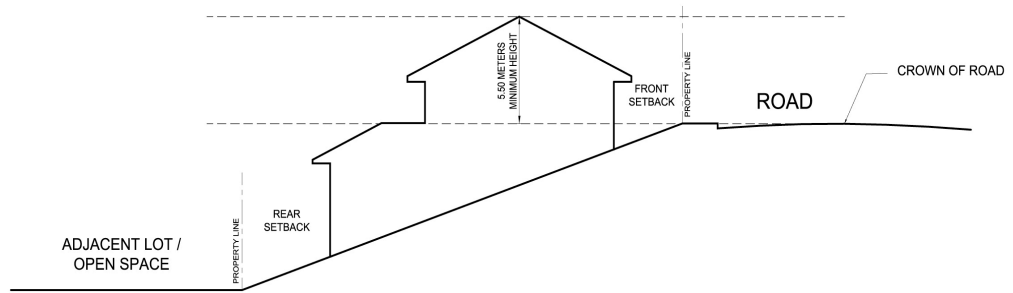
The Architectural Design Theme for **Monterrazas de Cebu** shall be based on Modern Filipino/Cebuano Architecture. (See **Annex II** for reference on architectural details)

#### 3.3.1 Building Materials

3.3.1.1 All buildings must be of strong, solid materials. It is the intent of GENVI and/or the Association that the resulting construction of structures in the Lots contributes to the appreciation of property values and the general aesthetic appeal of the Village. The minimum value of new structures to be constructed inside Lots will be determined and reviewed periodically by GENVI and/or the Association and may be revised in order to preserve the overall value of the Village. Structures built of light materials (e.g. sawali, nipa, bamboo, cogon) are prohibited.



3.3.



s should be made of concrete or other forms of stone masonry materials such as concrete hollow blocks (CHB), bricks, or natural stone materials.

3.3.1.3 The colors allowed for the exterior walls are “warm earth tones” (yellow to brown) and white or beige tones. Walls colored blue, green, gray, and other dark tones will not be allowed.

### 3.3.2 Roof

3.3.2.1 Only earthen/clay non-glazed rooftiles in natural earth colors shall be allowed.

3.3.2.2 Sodded roofs and the entire allowable roof deck area can be covered with grass, however, tall plants and trees are not allowed.

3.3.2.3 GENVI and/or the Association shall strictly enforce the regulations set forth herein. The final choice of the type and color of roofing materials shall be subject to the approval of GENVI and/or Association.

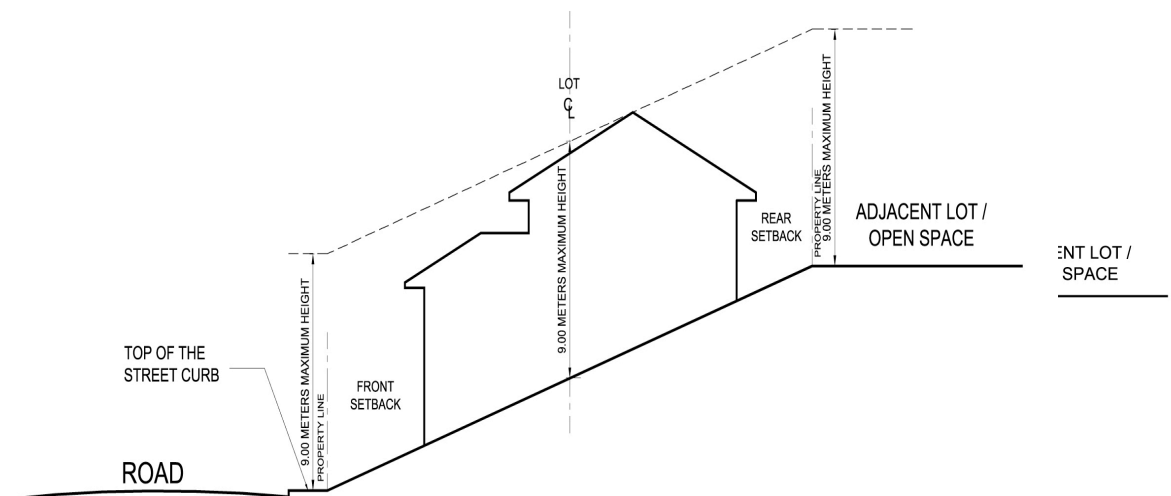
### 3.3.3 Building height

#### 3.3.3.1 For Uphill Lots

All structures must have a maximum height of 9.0 meters measured from the finished grade elevation on the center of the property up to the roof apex or any projection (projections include any fixed or loose furniture/fixture and/or any other object that adds to the total height of the building beyond the 9.0-meter restriction).

#### 3.3.3.2 For Downhill Lots

All structures must have a minimum height of 5.50 meters from the road level, measured from the finished elevation of the crown of the road up to the roof apex or any projection.



The Owner agrees that GENVI or its successors or assigns shall have the final decision on matters related to building height.

The cost to demolish or repair the building to comply with the height requirements shall be for the account of the Owner.

### 3.4.4 Filling and Cutting of Lots

3.4.4.1 The finished grade elevation delivered by GENVI to the Owner is intended to be the final grade or slope of the Lot.

3.4.4.2 Filling is allowed under the following conditions:

3.4.4.2.1 Maximum fill of 1.0 meter for areas outside the building footprint including landscapes areas

3.4.4.2.2 For fill over 1.0 meter, this shall be subject to provisions under **Annex III**.

3.4.4.2.3 Cutting, however, may be allowed only for structural purposes, as well as for building a driveway, a basement, and/or a base for house construction. Furthermore, cutting shall be limited to the extent that it shall not in any way affect or weaken the structural stability of the adjacent Lots. In particular, cutting shall not be allowed within the easement areas.

In case individual Owner construction poses a potential threat to the structural stability of adjacent areas, proper structurally designed soil protection measures should be provided by the Owner to protect adjacent lots and structures. The proper and adequate structural design of soil protection shall be the sole responsibility of the Owner subject to prior approval of GENVI/Association.

3.4.4.4 All other forms of filling and cutting are subject to prior approval of GENVI or the Association.

3.4.5.3 GENVI shall designate areas within the village where excess cut/fill materials may be deposited. Such materials shall not be taken out from the property without prior approval from GENVI and/or the Association.

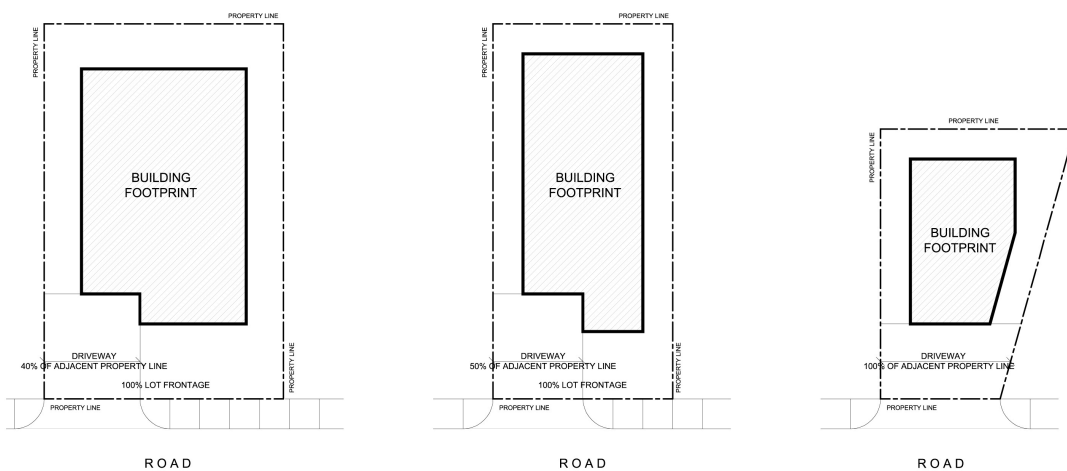
### 3.4.5 Driveway

In general, the driveway frontage must have a maximum width equivalent to forty percent (40%) of the length of the side where the driveway entrance is designated.

3.4.5.1 On Lots with road frontage having a length of twelve (12) meters or less, a maximum width of fifty percent (50%) of the lot frontage shall be allowed as the driveway entrance.

3.4.5.2 Lots with frontage of eight (8) meters and below shall be allowed to utilize 100% of the road frontage for driveways.

3.4.5.3 GENVI and or the Association reserves the right to specify or change the driveway location on any lot in consideration of traffic flow, safety concerns, landscape master plan and engineering design plans.



### 3.4.6 Sewerage and Drainage Systems

It is the intention of MDCC to reduce to a minimum the potential damage posed by human habitation to the environment. In order to realize the developer's vision, the lot Owners are expected to cooperate and support this undertaking by following the measures stated below:

- 3.4.6.1 Each Lot Owner shall construct/provide a 3-chamber septic vault to service their house unit. This will prevent solid wastes from directly flowing into the sewage treatment plant. Said septic vault shall have a minimum design capacity of 8 cubic meters with an intended detention time of 36 hours. The areas that should drain into the septic vault are identified as the shower / bathroom drain, toilet drain, laundry / washing machine drain, kitchen drain, grease traps or any drain where potentially harmful chemicals may enter into.
- 3.4.6.2 In order to prevent grease from clogging the sewerage lines and damaging sewage pumps, grease traps must be provided by the Owner for the kitchen as well as other areas which may potentially discharge oils and other harmful chemicals. However, the sewer inlets should not be open as to allow rain water to flow into them.
- 3.4.6.3 As for garages or any areas where vehicles are expected to be parked or be washed, a grease trap must be provided by the Owner as a measure to prevent grease or any oils or chemicals from the vehicles from entering the Village drainage system.
- 3.4.6.4 The water run-off from the house, storm and area drains must discharge into the Village drainage system through the stub-out connection provided by GENVI. Areas that should drain into the Village drainage system are the roof of the house, landscaping areas, the swimming pool, the garage, and/or any other area that may be exposed to rain water. Repair costs and/or relocation costs for any drainage, water, road, and/or other utilities affected by any house expansion or building of auxiliary structures, shall be for the account of the Owner.

### 3.4.7 Approval of Building Plans

All house and building plans and specifications, whether original, revised, amendatory or additional plans and specifications including the corresponding location and landscaping plans, must first be approved in writing by GENVI and/or the Association thirty (30) days prior to the start of construction or implementation. During construction, GENVI and/or the Association shall monitor the construction in order to determine if there has been compliance with the approved plans and specifications.

- 3.4.7.1 Should any construction activity commence without the approval of GENVI and/or the Association, appropriate penalties may be imposed on the Owner and/or his contractors, including refusal of entry to workers and stoppage of construction activities:
- 3.4.7.2 GENVI and/or the Association has the right to refuse entry of materials into the Village, to order stoppage/suspension of the construction works, and if construction has been completed, to order removal of the structures at the expense of the Owner without the necessity of court order and without any criminal and/or civil liability whatsoever on the part of the company, its officers and employees:
- if plans and specifications do not conform with the parameters set by GENVI and/or the Association,
  - if construction is not in consonance with the approved plans,
  - if construction begins prior to approval by GENVI and/or the Association.
- 3.4.7.3 Payment by the Owner of the **CONSTRUCTION DEPOSIT** shall be a condition for the approval of the plans and specifications. GENVI and/or the Association shall determine the amount of the deposit after a complete review of the construction plans. The deposit shall be refunded to the Owner after full completion of construction minus whatever damage that the Owner may have caused to any of the Village facilities and after GENVI and/or the Association has been satisfied that all restrictions embodied herein have been complied with by the Owner. In case of violation hereof, the construction deposit shall be forfeited without prejudice to such other legal action GENVI or the Association may pursue.

### 3.4.8 Unfinished Structure

In the event any structure or building shall remain unfinished and not ready for occupancy in accordance with the approved plans within one year from the date of commencement of construction, the Owner shall be given due notice by GENVI and/or the Association to either finish or dismantle the said structure or building within a six-month period. Failure on the part of the Owner to comply with such obligation to either completely finish or completely dismantle the

structure/building within the set period, GENVI and/or the Association can cause its demolition at the expense of the Owner.

#### **3.4.9 Construction on Wrong Lot**

In the event Owner constructs his/her house on a wrong Lot, the Owner shall automatically remove said construction at his/her expense; otherwise, GENVI and/or the Association shall immediately remove the same at the Owner's expense without the necessity of court order and without criminal and/or civil liability whatsoever, on the part of the corporation or its officers and employees.

#### **3.4.10 Commencement of Construction**

Construction of any structure on the Lots may commence only after the Owner has paid Fifty Percent (50%) of the total contract price of the Lot and when house construction plans have been approved by GENVI and/or the Association.

#### **3.4.11 Construction Guidelines**

GENVI shall develop appropriate rules and regulations for the construction of structures on the Lots. These guidelines shall govern all constructions within the Village and shall include, but shall not be limited to, regulations on permits, stockpiling, construction working hours, workers ingress and egress (and stay-in), delivery of materials, and the imposition of construction deposits, bonds, assessments, penalties and charges on violations of such guidelines.

Without prejudice to Association's other rights and remedies, it is also agreed that due authorization is given to the Association to deduct charges, fines, etc. against the construction deposit as may be applicable to answer for liabilities as defined herein. Any deduction that Association may take from the Construction Deposit shall not constitute any waiver of its rights and remedies under this Deed of Restrictions.

### **4.0 TRANSFER OF LOTS**

- 4.1 Should the Owner desire to sell, assign or otherwise convey his or her rights or interests over the Lot/s, the Owner shall first offer to sell the Lot/s to GENVI. The offer shall be in writing and shall specify the price, terms and conditions of the offer ("the Offer"). GENVI shall communicate in writing its decision on the offer within fifteen (15) days from receipt of the Offer ("the Offer period").
- 4.2 Should GENVI signify in writing its intent to purchase the Lot/s, a Deed of Absolute Sale shall thereafter be executed following the terms and conditions to be mutually agreed upon by the parties. Should GENVI fail to communicate in writing its decision within the Offer Period or should GENVI decide not to accept the Offer, the Owner shall have the right to offer the property to third persons, provided that any such sale, assignment or transfer made under terms and conditions more favorable than those made in the Offer shall be null and void.
- 4.3 Any sale or conveyance made by the Owner to a third party under the foregoing provision shall be subject to a transfer fee if the title to the Lot/s has not been transferred to the Owner at the time of the said sale or conveyance.
- 4.4 This preferential right of GENVI shall remain in effect unless otherwise revoked in writing by GENVI.

### **5.0 VILLAGE ASSOCIATION MEMBERSHIP**

#### **5.1 Membership**

Upon payment of 30% of the NET CONTRACT PRICE of the Lot/s or house and lot/s, the Owner shall automatically become a member of the Association and he/she as well as his/her heirs, successors, assigns and lessees must abide by such rules and regulations laid down by the Association.

#### **5.2 Fees and assessments**

THE ASSOCIATION IS EMPOWERED TO ASSESS AND COLLECT FROM EACH MEMBER, HIS/HER HEIRS, SUCCESSORS, ASSIGNS AND LESSEES, SUCH DUES AND MEMBERSHIP FEES IN SUCH FORM AND AMOUNT THAT IT MAY DEEM NECESSARY FOR THE CONTINUED EXISTENCE OF THE ASSOCIATION AND THE IMPLEMENTATION OF ITS OBJECTIVES. Such dues and membership fees shall constitute a junior lien on the lot/s to that of the liens of the government for taxes and the valid voluntary mortgage/s entered into in good faith. The Owner

hereby recognizes the Association's authority to annotate on the title of the concerned Owner the aforementioned lien for unpaid dues and membership fees. The Association may commence collection from its members immediately upon payment of 30 % of the Net Contract Price.

Owner hereby agrees that the green area, road network and common area maintenance, marine maintenance, foreshore lease expenses, light and water for the common facilities, sanitary, security, and garbage collection expenses for the parks and streets shall be part of the assessment of the Association dues.

## **6.0 TERM AND ENFORCEMENT OF RESTRICTIONS**

The covenants, restrictions, easements, reservations and conditions enumerated herein above have been constituted in favor of GENVI and its successors or its assigns, and shall be construed as real covenants which shall perpetually run with the land and bind the Owner of the Lot and his successor-in-interest as part of its controlled subdivision scheme. These shall be valid and binding on each and every Lot and Owner for a period of fifty (50) years commencing from signing of the Deed of Absolute sale, and which shall automatically be renewed for another fifty years unless the majority of all the Owners vote, in accordance with their voting power as defined in the Articles of Incorporation and/or by-Laws of Association, for its non-extension.

Restrictions may be added to but not diminished, amended or changed by the Association or by any governing body of the subdivision, provided that the use and occupancy of lots for residential purposes by a single family only shall not be changed and easement granted in favor of Monterrazas de Cebu Village Association in Section II (2.14.1) shall always be respected. GENVI, its corporate successors and assigns, may modify, improve, change or add to these restrictions, if in the judgment of GENVI, such modifications should be made.

The foregoing restrictions may be enjoined and/or enforced by court action by GENVI and/or Association. GENVI and/or the Association reserve the right to impose penalties on any violation of this Deed. In the event of any violation of the foregoing restrictions, and/or delinquent payment of the lot, house, house and lot, or fees of whatever nature, GENVI and/or Association also reserves the right to resort to other remedies, such as extra-judicially cutting utility services to the Owner or disallowing any use of the facilities of the Village.

The Owner agrees not to sell, cede, encumber, transfer, or in any manner do any act which will violate this Deed of Restrictions until all stipulations of this Deed shall have been fulfilled. The Owner binds himself during the life of this Deed of Restrictions, not to alter, remove, displace, or in any way interfere with any monument or other evidence of boundary upon said premises; not to cut or destroy or in any other manner, cause any waste or damage to or upon said premises, or to allow others the commission of any of the aforesaid acts, without previous written approval from GENVI.

Compliance with and/or enforcement of the said restrictions, reservations, easements and conditions maybe enjoined and/or enforced by court action in the courts of Cebu by the GENVI and/or the Association, its corporate successor and assigns; or by any property Owner in Monterrazas de Cebu, Cebu City, Philippines, or by all of them.

Where there appears to be a conflict in the interpretation of these restrictions and or guidelines, the most stringent interpretation shall be adopted.

**Conforme:**

\_\_\_\_\_  
**(Signature over printed name)**

**Date signed:**

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