



COVENANT (House and Lot)

1. DEFINITIONS AND INTERPRETATION

The following words when used in this document or any supplement hereto (unless the context shall otherwise indicate), shall have the following meanings:

- 1.1 "Association" shall mean house and lot owners' association organized for the purpose of enforcing this Covenant, enhancing and protecting the value, desirability and attractiveness of the village, and promoting the common interests of all Almiya homeowners. During the period that the Association has not yet been organized and functioning, all rights, powers, and authority vested in it by this Covenant may be exercised, performed, and enforced by the Vendor.
- 1.2 "Board" shall mean the Board of Directors, the governing body of the Association, mandated to exercise such powers as expressly granted to it by law, its corporate documents, and this Covenant, as well as by the Association, or as may be implied from its existence and purpose, to include, but not limited to the power to retain such consultants and counsel as may be necessary to effectuate or promote the foregoing.
- 1.3 "Covenant" shall refer to this document, as amended from time to time.
- 1.4 "Common Areas" shall refer to the land not available for sale as registered with the Bureau of Lands or such other proper government authority as may be then-relevant, such as, but not limited to the roads, path walks or alleys, sidewalks, planting strips, landscaped parks, rotundas and entrances, playground, buffer and easement areas, nature parks, clubhouse area, swimming pool area, amenity areas, utility areas and guardhouse areas together with all structures, facilities and improvements constructed or to be constructed or installed thereon, intended to be devoted to the use and enjoyment of one, some or all of the Owners, as determined by the Developer, but which shall be registered and titled in the name of the Association and considered owned in common by the Owners, subject however to certain terms and conditions as provided herein.
- 1.5 "Dues" or "Assessments" shall mean and refer to the fees and assessments to be levied by the Association against the Owners to cover the payment of, among others, expenses and other operating costs of the Association, meant to promote the recreation, health, safety, and the welfare of the residents of the Village, and used for (but not limited to) the construction, establishment, improvement, repair, maintenance, protection, and security of, management fees for, utility charges in respect of, insurance premiums corresponding to and taxes payable on the common areas, facilities and amenities or the rendition of any other services related to the use and enjoyment of the Common Areas, facilities and amenities.
- 1.6 House and lot shall mean the subdivided piece of land within the Village in which a house designed and constructed by the Developer is situated.
- 1.7 "Membership Fee" shall refer to one time membership fee to be levied by the Developer or the Association against the owner and shall form as seed money for the Association
- 1.8 "Member" or "Member of the Association" shall also refer to the Owner.
- 1.9 "Owner" shall refer to the purchaser or buyer of parcel(s) of land in the Village, or his successor in interest who has paid in full and has signed the pertinent sale and transfer documents. Owner may also refer to the Vendor, for all the unsold lots within the Village.
- 1.10 "Village" shall refer to Almiya, an Aboitiz Land, Inc. ("AboitizLand") residential subdivision, located in Sitio Riverside Barangay Canduman Mandaue, City.
- 1.11 "Vendor" or "Developer" shall refer to AboitizLand, the developer of the Village.

2. COVERAGE

- 2.1 This Covenant applies to all House and Lots designed and constructed by the Vendor whether single attached or duplex, as shown in Annex 1 (Almiya Site Development Plan).
- 2.2 The Vendor intends to sell and convey the House and Lots within the Village and to impose upon these properties mutually beneficial covenants, conditions and restrictions for the benefit of their Owners and future Owners, and for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The Vendor hereby declares that all the House and Lots in the Village shall be subject to the following covenants, conditions, and restrictions as herein set forth. All of said covenants, conditions, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the House and Lots, whether as sole owners, joint owners, mortgagees, lessees, tenants, occupants, or otherwise.
- 2.2 All the provisions of this Covenant shall form an essential part of the consideration of the sale of the House and Lots and shall be annotated on their corresponding certificates of title as voluntary liens and encumbrances.

3. THE ASSOCIATION AND ITS MEMBERS

3.1 The Association has the power to enforce the provisions, conditions, rules and regulations of this Covenant including without limitation documents pertinent to the transfer and occupation of the House and Lots, or such policies and resolutions as may be passed and approved by the Board and, if necessary to compel compliance therewith for the common benefit of the residents of the Village. The Association may impose fines and penalties for non-compliance and/or violation of the provisions of the aforementioned documents including without prejudice to those fines and/or penalties provided for by substantive law. The above cited authorities shall not be understood, implied or construed to grant the Association the power or authority to conduct a business or make profit or gain advantage for any or all of the members of the Association. The Association may hire managerial, legal, auditing, accounting and other professional and technical services or such other personnel in the manner provided in its By-Laws.

3.2 The Owner is required to be and is automatically a member of the Association, ownership over the House and Lot being the sole qualification to become a member in the Association. The Owner shall strictly abide by the terms and conditions of this Covenant as well as all pertinent transfer documents, including any and all rules, regulations and policies, which are or may be laid down by the Association in the interest of sanitation, security, aesthetics and the general welfare of the community. The Association is authorized to collect dues and/or make special assessments to meet its expenses, which dues constitute a lien on the property, junior only to liens of the government for taxes and voluntary mortgages for sufficient consideration entered into in good faith.

3.3 Membership in the Association, being appurtenant to the House and Lot, cannot be transferred, conveyed, alienated or disposed of independently or separately from the House and Lot itself. In the event that title to a House and Lot is transferred or otherwise conveyed by the Owner, membership of such Owner in the Association shall automatically pass to such transferee. The foregoing is not intended to include a mortgagee or any other person who holds an interest in a House and Lot merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect a Lot Owner's membership in the Association.

3.4 The member's spouse may exercise the rights and privileges as a member of the Association, including the right to vote and to hold office. In any meeting of the Association where voting is called for, members shall be entitled to vote as follows:

3.4.1 Lot Owners shall be entitled to one (1) vote per subdivided Lot, as per the attached Almiya subdivision plan; and

3.4.2 A homeowner is entitled to one (1) vote in addition to any vote he may have as Lot Owner.

The aforementioned voting rights will be suspended for a period of five (5) years from the date of approval of the Articles of Incorporation and By-laws of the Association by the Housing and Land Use Regulatory Board, provided that, during the said period, the Developer shall have the sole right to nominate and assign persons who will serve as members of the Board of Directors of the Association.

3.5 Management of the Village

The administration & Maintenance of the village shall be assigned perpetually to the Property Management Services acceptable to the Developer.

4. MONTHLY ASSOCIATION DUES AND ASSESSMENTS

4.1 Each Owner by signing the transfer documents such as, but not limited to, the Deed of Absolute Sale hereby accepts this Covenant, whether or not it shall be so expressed in the transfer documents and is deemed covey and agree to pay all applicable Assessments. Assessment may be:

- a. Regular Assessments which include the monthly dues or assessments in the amount determined by the Developer or Association levied upon all owners
- b. Special Assessment, which may include, but not limited to assessments for capital improvement and other Expenses not provided in the operational budget of the Association.

The Regular and Special Assessments, together with interests, costs and reasonable attorney's fees shall be charged on and against the House and Lot and shall be a continuing lien upon the House and Lot against which each assessment is made, the lien to become effective upon recording of a notice of assessment. Each such Assessment, together with interests, costs and reasonable attorney's fees shall also be the personal obligation of the person who is registered as owner of such Lot at the time when the assessment falls due. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas, by abandonment of his Lot, by disputing the purpose of the Assessments, or for any other reason.

Each owner will start paying Association Dues and Assessments once the association is formulated and house and lot is turnover and accepted equivalent to possession of the property regardless of whether he is fully paid or not with his obligation to the Vendor.

4.2 The Vendor or the Developer shall pay fifty percent (50%) of the Association Dues with respect to the unsold but active lots.

4.3 Considering that the Association is non-stock and non-profit, funds are needed to sustain its operations. Thus, at such time and in such manner as the Board of Directors may reasonably and necessarily determine, there shall be Assessments against each Owner in the Village proportionate to his or its appurtenant interest, and such sum or sums shall be designated as follows:

4.3.1 Regular Assessments. An amount more or less equivalent to the expenditure of the Association in any given month in its operation shall be the basis in establishing the guiding rate by the administration office and approved by the Board of Directors. These regular expenditures shall include costs of security services, janitorial services, electric and water consumption of the Common Areas, administrative services, management services and other professional services, government taxes, repairs and maintenance, stationeries and supplies, telephone, and other similar expenses availed of or incurred. In order to determine the corresponding share of each Owner, the following formula shall be used:

$$\text{Regular Assessment} = \text{Rate} \times \text{Equivalent Lot Area}$$

In the computation of regular assessments, the rate to be applied hereunder shall be initially determined by the Developer. Such initial rate may be increased or decreased by the Board from time to time, including the need to adjust due to inflation, provided that, the same shall be ratified by the Members in a general assembly duly constituted for that purpose.

For the avoidance of doubt, the equivalent lot area shall pertain to the measurement of the property owned by the Owner as provided in the Deed of Absolute Sale or any pertinent transfer documents.

4.3.2 Special Assessments. The Board of Directors may, subject to ratification by the Members, from time to time designate such amount or amounts to be collected from Owners as and by way of special assessment. Such special assessment, unless otherwise designated, shall be used for the payment of extraordinary and/or major expenses, which may include beautification, repair, reconstruction, or improvement of the Common Areas.

4.3.3 Membership Fee. The owner will pay a onetime membership fee amounting to One Thousand Five Hundred Pesos (P1, 500.00) upon the formation of the Association. The membership fee is non-refundable, owner is not entitled to any interest thereof but it is transferable to the new owner incase the property is sold. The membership fee will form part of the seed money for the Association and will be allocated for major expenses and improvement of the village.

- 4.4 The monthly Dues levied by the Association shall be used exclusively by the Association through its Board to achieve the purpose, obligations and responsibilities of the Association as herein stated.
- 4.5 Any increase or decrease in the amount of the monthly dues initially assessed and change of the payment due dates thereof as determined by the Board shall be submitted to the Members for ratification. A majority of the votes of the Members present, which is fifty percent (50%) of the total Members plus one (1), shall be sufficient to approve any proposed increase or decrease in the Association Dues and change in payment date.
- 4.6 An Owner who has failed to pay the Association Dues or any assessments, on the due date, shall automatically, without need of declaration to that effect, be considered a delinquent member of the Association. Any and all unpaid Dues shall bear interest thirty (30) days after the due date until fully paid, at such rate as the Board may fix in any particular instance, compounded annually, subject to the provision of existing laws. Pending the fixing of the rate by the Board, Assessments shall bear default interest at the rate of twenty four percent (24%) per annum or fractional part thereof.
- 4.7 Any sum or sums owing the Association from any Member shall be considered the prime sole responsibility of its Owner notwithstanding any agreement, understanding or arrangement the Owner may have entered into with his or its lessee or tenant and irrespective of the notice made to the Corporation about said arrangement.
- 4.8 In the event a Member defaults in the payment of any Assessment duly levied in accordance with this Covenant, the Board may enforce collection thereof and seek legal recourse or exercise all its legal remedies against a delinquent Member of the Association. In the absence of any resolution adopted by the Board, the Association shall have the power to enforce the collection of any Assessment as well as institute actions as herein provided. To fully implement this provision, such Member shall not hold the Association, the Vendor and their respective directors, officers and employees liable, civilly or otherwise in enforcing its rights herein. All expenses of collection, including attorney's fees and costs of suit to be incurred by the Association for any legal remedies or foreclosure proceedings against a delinquent Member shall be charged against him or his successors and assignees.
- 4.9 The Board, its President or the administrator of the Village may, in case of delinquency or default, take the following actions:
- 4.9.1 Post the names of delinquent members in conspicuous place(s) within the premises of the Village,
- 4.9.2 Refusal to render any services handled or extended by the Association to a delinquent member such as, but not limited to water connection and garbage collection services, among others,
- 4.9.3 Suspend the voting rights of the delinquent Member in the event assessments are past due for at least ninety (90) days until all unsettled obligations are fully paid by the said Member;
- 4.9.4 Prohibit and/or prevent the removal of furniture, fixtures, equipment or other items from the affected House and Lot of the delinquent Member until all assessment, dues and other liabilities of the delinquent member have been fully satisfied; and/or
- 4.9.5 Enter into and take possession of the House and Lot of the defaulting Member for the use and benefit of the Association for such period of time as may be necessary to liquidate the sum or sums of money payable and outstanding including the lease of such House and Lot to any interested party under such rate as may be acceptable to such interested party and apply the rental payment to liquidate the member's delinquency. The income from the lease contract over and above the Member's delinquency shall be turned over to the Owner concerned and/or held in trust for and in his behalf by the Corporation.

- 4.10 House and Lots upon which liens have accrued or arisen shall be foreclosed in like manner as a mortgage of real property. No Owner may escape liability for any Assessments provided for herein by non-use of the Common Areas or abandonment of his House and Lot or for any other reason.
- 4.11 The lien of the Association dues and other Assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any House and Lot, as the case may be shall not affect the lien. No sale or transfer shall relieve the property or its Owner from liability for any unpaid Assessments and/or Assessments thereafter becoming due.
- 4.12 The Assessments provided for herein shall immediately accrue upon full payment of the contract price of the property to the individual Owner thereof, or upon presentation of the transfer documents by the previous owner as in the case of a subsequent transfer. Provided that, in case the previous owner has unpaid Assessments, such amount shall be settled prior to transfer thereof, otherwise, the transferee shall thereafter assume and pay the obligation before he can make further improvements on the property and avail of the services of the Association. For purposes of good order, the previous owner is hereunder obliged to disclose the rights and obligations of the subsequent Owner as provided in this Covenant, including the terms and conditions applicable to the transferee.

5. USES AND OCCUPANCY OF HOUSE AND LOTS

The following guidelines shall govern the use and occupancy of the House and Lot units as provided in this Covenant. The Developer intends to deliver House and Lot Units that are structurally complete. The Owner shall, save for contractual warranties or statutory warranties which cannot be waived, receive the House and Lot Units on a "as is, where is" basis. Further:

- 5.1 All house and Lot Units are two (2) storey either single attached or duplex. " Annex 2"
- 5.1.2 Owner shall use the house exclusively as a dwelling place for one family only.
- 5.1.3 The Owner shall not alter the original façade and exterior walls of any House and Lot Unit. Any form of expansion, partition, renovation or any construction that will alter, change or modify the original façade of the House & Lot Unit is strictly prohibited. Any form of expansion of the house either vertical or horizontal is not allowed except on Special Units.
- 5.1.4 No building or structure shall be altered, erected, placed or permitted to remain on the lot where the Unit was built, other than the house as delivered by the Developer. If the Unit is destroyed, fully or partially, for any reason, the Owners shall build, construct or erect a Unit using the same or similar materials used in the construction of the Unit. All plans for construction, renovation or improvement on the Units shall be duly approved by the Developer or by the Association and shall be completed within one (1) years from the date of written approval to proceed with the construction, renovation, or improvement
- 5.1.5 For fence construction, the Owner is required to abide by the restrictions provided in clause 6.3.7 of this Covenant.
- 5.1.6 Carport Provision- Each House and Lot Unit is provided with an open carport that can accommodate one (1) vehicle. Street parking is strictly prohibited. Owners are strictly prohibited from extending, altering or in any way modifying the carport or garage as delivered by the Developer. Construction of carport roofing is not allowed. A detachable tent in plain white measuring 2.5 by 5 sqm is allowed and subject to management approval. The carports or garage shall be used solely for the temporary storage of motor vehicles and shall not be used for any other purpose. No carport shall be used as a storage area, driver's lounge, or waiting area or in any manner other than its intended purpose. The carport or garage shall not be used in any manner which is improper, offensive or annoying to other House and Lot Unit Owners or which will otherwise constitute a nuisance.
- 5.2 For Duplex House, in case the Owner wishes to combine two or more duplex houses, owner shall provide an opening that will join all units provided that, it shall maintain the original exterior architectural look of the house and is required to follow the standard design from Developer available upon request.
- 5.3 The Lot in which the house is constructed shall not be subdivided.
- 5.4 No House and Lot shall be used in whole or in part for any purpose other than as a residential dwelling, except for areas designated and declared by the Vendor for other use, as may be defined and covered in other covenant documentation.
- 5.5 The Developer for the purpose of selling the House and Lot units in the Village may maintain residential dwelling units used as model units.
- 5.6 No building or structure shall be erected, altered, placed or permitted to remain on the Lot in which the house is constructed, other than one (1) single-family residential dwelling. Any improvements to the house, which result into duplex units, apartment type buildings, multi-family units or similar structures, are strictly prohibited.
- 5.7 All house construction and renovations with construction plans duly approved by the Developer or by the Association shall be completed within one (1) year from the date of written approval to proceed with the construction, expansion, or renovation. Any structure or building, which shall remain unfinished and not ready for occupancy in accordance with the approved plans within the aforementioned period shall be voluntarily and completely dismantled, demolished or removed by the Owner within a reasonable period as may be determined by the Board. Failure on the part of the Owner to comply with this obligation shall authorize the Association to perform or cause the performance of the demolition at the expense of the Owner, without any liability thereof, or to impose a penalty, which shall be determined by the Board or both. Provided that, in case the demolition

or removal of the unfinished structure or building is not immediately effected, the Owner shall pay a monthly penalty, which will be determined by the association until, such removal or demolition is carried out. Provided further that, in case the Owner notifies the Association or the Developer, as the case may be, prior to the expiration of the One (1) year period that the completion of the structure or the building cannot be made due to financial reasons, the Association or the Developer, may at its sole discretion, postpone the period of demolition for not more than three (3) months from the date of the lapse of the one (1) year period. Provided finally that, regardless of the suspension of the removal or demolition of the unfinished structure or building, the Owner shall be liable to pay the aforementioned penalty immediately after the lapse of the one (1) year period without need of notice or demand.

- 5.8 Tents, shacks, trailers, house trailers, garages, or other similar structures shall not be used at any time on any Lot as a residence, whether on a temporary or permanent basis. No building or dwelling of a temporary character and nature shall be permitted, except for structures necessary for the construction of the house, provided that, such structures shall be maintained only during the course of house construction, and immediately dismantled thereafter.
- 5.9 No excavations for stone, gravel, dirt or earth shall be made on any portion of the Lot except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances. The plans and specifications for such excavations must be approved, in writing, by the Association, prior to actual construction and/or excavation.
- 5.10 Stockpiling on lots is not allowed except during expansion or renovation. The Association shall have the right to haul or remove for proper disposal all stockpiled materials without necessary permit, at the Owner's expense, if the Owner fails to do so within five (5) days after Owner's receipt of notice from the Association for removal of said stockpiled materials.
- 5.11 Commercial or advertising signs shall not be placed, constructed or erected on the House and Lot properties. Nameplates and professional signs of homeowners are permitted as long as they do not exceed forty (40) by twenty (20) centimeters in size.
- 5.12 The Association reserves the right to regulate the number and the type of plants or trees to be planted on the planting strip along the sidewalk and fronting the Lot in order to avoid damage to the sidewalk, underground utilities and adjacent structures. No plants or trees outside the Lot shall be cut, removed or damaged, nor shall they be relocated or transferred without prior written approval from the Board. Any person who deliberately or accidentally cuts or removes a plant or tree planted by the Developer or the Association within the Village shall be subject to a penalty to be determined by the Board, without prejudice to civil and criminal penalties imposed by law.
- 5.13 Except for domesticated pets, no animals, such as, but not limited to cattle, pigs, goats, sheep, ducks, geese, roosters, carabaos or horses shall be raised or maintained on the Lots. A reasonable number of domestic pets may be kept provided they are not raised, bred or maintained for commercial purpose, provided further that, the Owner shall comply with the regulations as may from time to time be imposed by the Association. All pets shall be maintained in a quiet and orderly fashion so as not to disturb the other residents of the Village. Owners who wish to have dogs as domestic pets must not raise or keep more than two (2) dogs at any time, and provided that, such dogs must be kept at least in a doghouse, and provided further that, the dogs shall not be allowed to roam outside the property of the Owner without a leash and the care and supervision of the Owner.
- 5.14 Owners shall not use the House and Lot units for any business activity such as, but not limited to, convenience stores, bakeries, restaurants, offices, warehouses, repair shops, inns and similar business establishments. The Owner acknowledges the right of the Developer to authorize and allow shop houses in other specified areas of the Village, as set forth in another covenant.
- 5.15 The Owners shall refrain from and are prohibited to use a Lot or any of the House and Lot units, for any immoral or illegal activity, or for any other similar use, which will disturb the peace, serenity or tranquility of the Village and/or the neighborhood.

6. GENERAL BUILDING AND ARCHITECTURAL GUIDELINES

The following guidelines shall govern any improvements or renovations of the House and Lot Units:

6.1. Requirements

6.1.1 Undertaking

An Owner who wishes to undertake any form of construction within his/her property and prior to the approval of his/her building or renovation plans and specifications, is required to execute a notarized undertaking in favor of the Association that will, among others, contain the following terms and conditions:

- a. Authority for the Association, through its representatives, to enter the construction or renovation site for the purpose of inspecting and enforcing the construction guidelines, rules and regulations, as provided in this Covenant and as may be contained in other documents such as, but not limited to the Policy for Better Living, provided that, notice is served upon the Owner prior to entry by the authorized representative of the Association;
- b. Authority for the Association to order cessation of any activity undertaken within the property of the Owner such as, but not limited to the construction of improvements and/or expansion or renovation of residential house or any other structure therein, in case of violation of any of the provisions of the construction guidelines, rules and regulations as provided in this Covenant and as may be contained in other documents or in case of deviation from the building plans and specifications as approved by the Association;



- c. Authority for the Association to enforce the necessary corrections, alteration or changes as may be determined and ordered by the Association without any cost, expense or liability on the part of the Association, provided that, in case the Owner fails to undertake such correction, alteration or changes, the same may be carried out by the Association, with all costs incurred being charged to the account of the Owner. Provided further that, the amount expended by the Association shall form part of the Assessment as specified in clause 4 herein, and shall be subject to interest in case of failure of the Owner to pay the same upon demand. The foregoing shall not preclude the Association from resorting to or enforcing the applicable provisions of a law, rule or regulation,
- d. Authority for the Association to impose fines as may be determined by the Board from time to time to ensure compliance with Village construction guidelines, rules and regulations, as specified in this Covenant and as may be contained in other pertinent documents;
- e. In the course of the construction of improvements and/or expansion, or renovation of his/her house or any other structure within his/her property, an undertaking that he/she shall:
 - i. Provide appropriate enclosures for bathing and latrine facilities for construction workers;
 - ii. Impose discipline and control over workers, whether directly employed by the Owner or through the contractor or subcontractor of the Owner and ensure that they have valid and subsisting police clearances;
 - iii. Upon request of the Association, immediately change or replace a worker who misbehaves or violates any of the rules and regulations imposed by the Association;
 - iv. Indemnify the Association, in case an act or omission of a worker results to damage or loss, such as, but not limited to theft, destruction of the property owned by other residents of the Village or the commission of an offense. For the avoidance of doubt, the Owner shall therein agree (and herein agrees) that he is solely liable with the workers for the civil aspect of their liability; and
 - v. Strictly comply with the sanitation, health and garbage regulations of the Village.
- f. An undertaking that in case of sale of the House and Lot or change of contractor, he (as well as his contractor) shall ensure that the new owner or new contractor thereof will, upon approval by the Association, assume all the obligations, responsibilities and liabilities contained in the required undertaking as otherwise, they shall continue to be fully liable and responsible for the same;
- g. An acknowledgment that the contractor recognizes and fully understands that a violation of the construction guidelines, rules and regulations, as specified in this Covenant or as may be contained in other pertinent documents, or any deviation from the original plans and specifications as approved by the Association, shall be made as basis in denying any request for approval from the contractor to undertake any form of work or performance and delivery of services within the Village; and
- h. An agreement to indemnify the Association, in form and substance satisfactory to the Association, in case of violation of any of the terms and conditions of the undertaking, with a release of the Association, its directors, officers and authorized representatives from any liability in the implementation of the provisions contained in the undertaking as well as in this Covenant, including the terms and conditions of any pertinent documents and applicable laws, rules and regulations.

6.1.2 Plans

The building plans and specifications for the construction of improvements and renovation or other structures, or any renovations, existing houses, structures or improvements, must be approved by the Association prior to construction or before any similar activity shall commence. For all new construction, at least two (2) sets of building plans together with the documents enumerated below must be submitted to the Association:

- a. Transfer Certificate of Title and Deed of Absolute Sale;
- b. Survey and/or relocation plan of the Lot;
- c. Site Development Plan, Perspective and Floor Plans;
- d. Lot/Location Plan showing bearings and distances with vicinity map;
- e. Front-Sides-Rear Elevation Plan;
- f. Roof Framing Plan;
- g. Foundation Plan;
- h. Wall fences Plan;
- i. Structural Details of all major elements such as, but not limited to foundation, columns, footing, slabs, walls, doors and windows, ceiling and roofing members including retaining walls, cut and fill plan;
- j. Plumbing Plan showing water, drainage and sewer lines (the location, size and elevation of drainage, sewer and water-service connections must be verified to ensure proper design of the system);
- k. Electrical Plan showing proposed service entrance;
- l. Garbage Location Plan;
- m. Proposed Grading and/or Landscaping Plan (Show the original ground line of the Lot);
- n. Details of the septic vault and its exact location indicated on the plan;
- o. Cost Estimates; and
- p. Certificate from a Structural Engineer stating that the structural design of the building conforms to the soil condition and related structures supporting the Lot.

The Association shall retain one (1) set each of the foregoing documents while the other set shall be returned to the Owner immediately after approval of the building or renovation plan.

6.2 Approval of Plans

6.2.1 Submission of Plans

The plans and specifications shall be submitted for approval to the Association at least forty five days (45) days before start of construction and prior to submission of these documents to the City Engineer to support applications for any and all permits necessary for the construction of any improvements, renovation and extension of the house.

No buildings, structures or improvements of any character shall be constructed, erected or placed, or the erection thereof begun, or any similar or related activities thereto shall be undertaken without the submission of the requirements herein stated and prior to the approval in writing by the Developer or the Association, as the case may be.

The Owner shall, at his own expense, prepare the building plans and specifications for any improvement, renovation, addition, extension or expansion on his property.

Should the Owner fail to submit the construction plans to the Association for approval or refuse to rectify any deviation from the approved construction plan after the Association notifies the Owner in writing, the Developer and/or Association shall have the right to rectify or demolish any improvement, renovation, addition, extension or expansion, provided that, any and all expenses related to the demolition or rectification shall be for the account of the Owner.

6.2.2 Duration of Approved Plans

The construction plans as approved by the Association shall be valid for a period of one (1) year from date of approval. Thereafter, the approval shall automatically terminate and become void if construction does not begin and is not completed within the said period. The Association may impose a penalty on all constructions not completed within this period.

If for any reason, construction of, or renovation, addition, expansion or extension on the house, improvement or structure does not start during the said period, and there are changes, or additional or new requirements, in government regulations on building construction, or in the building guidelines and architectural guidelines of the Village, the Owner is charged with due notice of such changes and requirements, and the Association has the right to revoke or cancel its approval of the construction plans.

It is understood that the Owner assumes the responsibility for the proper implementation of any changes or new requirements of the plans, specifications and construction should such change or additional requirement transpire between the date of approval of the plans and the execution of the approved construction plan. The approval of the plan does not absolve the Owner from his/her obligation to rectify if, at any future time the approved construction plans are found to be in violation to the rules and regulations, as specified in this covenant as well as that which may be contained in other pertinent documents.

6.2.3 Fees

Upon approval of the plans, the Owner shall pay the following fees to the Association:

a. For renovations, additions or extensions to his property, the Owner shall be required to submit a cash bond with the Association in the amount of Two Hundred Fifty Pesos (P250.00) per square meter of additional floor area or Twenty Thousand Pesos (P20, 000.00), whichever is higher. The bond shall be refunded to the Owner without interest, provided that the Owner has complied with the following conditions:

- (i) Completion of the construction, and
- (ii) Compliance with the construction guidelines as well as the requirements mentioned in this Covenant.

The amount of the cash bond required hereunder may be increased or decreased after proper determination by the Board during its regular or special meeting.

- b. Plan processing fee as may be determined and imposed by the Board; and
- c. Monthly administrative charge as may be determined and imposed by the Board for all construction for the duration of the works.

6.3 Standard Specifications and Architectural Design Parameters

6.3.1 Architectural Character

Owners are encouraged to build in accordance with the unifying architectural theme of the Village, which is Asian Contemporary. In no case and under no circumstances shall the resulting construction of buildings or improvements on the property cause the depreciation of property values and the general aesthetic appeal of the Village.

6.3.2 Materials for Construction

Materials to be utilized for the renovations or improvements on the house must be durable and permanent such as reinforced concrete, structural steel, concrete hollow blocks, bricks, prefabricated materials or their equivalent. Light and easily combustible materials such as, but not limited to nipa or amakan, are prohibited from being used as a fence or as a component for the structure of the house.



6.3.3 Exterior Wall Colors and Roof Color

Choice of colors for roofing and exterior walls shall be the same colors as the original. Paints with fluorescent or neon colors are not permitted for the exterior walls of the house. White, fluorescent or neon colors for roofs are likewise not permitted, as these are inconsistent with the architectural theme of the Village.

6.3.4 Frontage Development

- a. Sidewalks within the Village, including those fronting the property of the Owner are part of the Common Areas, and therefore owned by the Association. An Owner may improve the sidewalk at his/her sole expense provided that he/she has secured prior approval from the Board. Provided further that, no poles, posts and other improvements on the sidewalks should be altered or transferred by the Owner without prior written approval from the Association.
- b. Roads, curbs, gutters and sidewalks shall not be bored, demolished, removed or physically altered without prior written consent from the Board, except in the case of curbs, gutters and sidewalks when constructing a driveway, but in no case shall the slope of the driveway intersecting the sidewalk exceed the highest and lowest level of the sidewalk. (See figure 1).

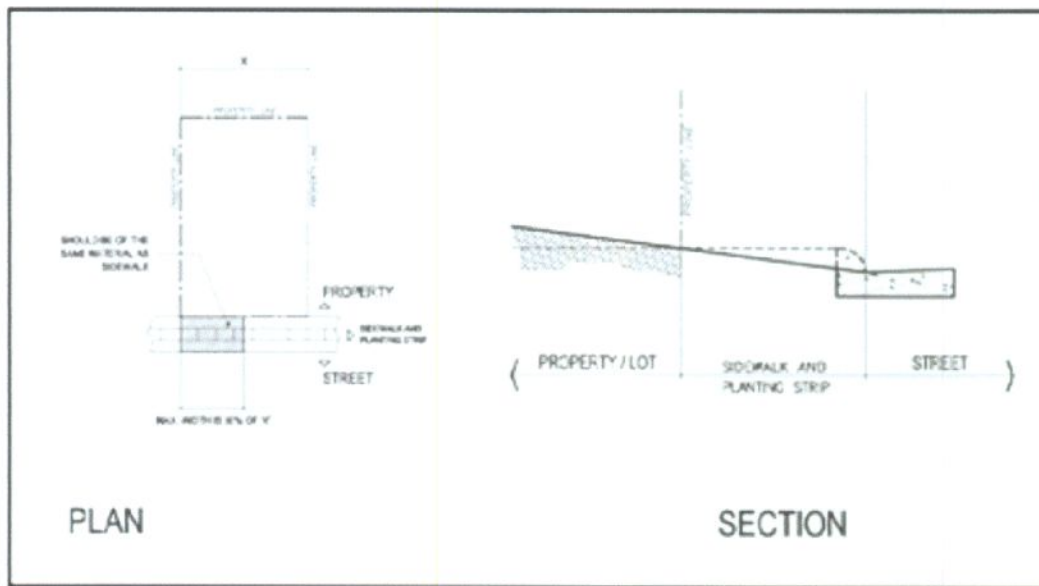


Figure 1

6.3.5 Setbacks

- a. The Lot is subject to an easement of three (3) meters from the building line and two (2) meters from the roof, roof eaves and roof gutter line to the property line fronting the street. Further, the Lot is subject to an easement of two (2) meters from the building line and one (1) meter from the roof, roof eaves and roof gutter line to the property line on the rear and sides of the building. For corner Lots or Lots having two (2) or three (3) sides fronting the street, only one (1) side of the Lot fronting the street is required to have an easement of three (3) meters from the building line and two (2) meters from the roof, roof eaves and roof gutter to the property line. The other side(s) fronting the street shall be considered as side(s) of the Lot.
- b. Open carport is provided at designated area. Construction of carport roofing is prohibited. A detachable tent in white color is allowed subject to management approval. The easement requirement of the other side and the front of the property shall be maintained. Street parking or common area parking is not allowed at any time and is subject to the rules and regulations of the Association. The Association shall have the right to impose penalties or implement actions such as towing of vehicles that violates the Association's rules and regulations on common area parking. The owner shall hold the Association free and harmless from any claims, losses, liabilities, and damages resulting from the towing of such vehicles.
- c. Except when specified in this Covenant, the construction of movable or non-movable structures at or within the easement area such as, but not limited to trellises, tents, doghouses, dirty kitchens, swimming pools,, filters, grottoes, or playhouses, is strictly prohibited.

6.3.6 Lot Filling and Excavation

The original construction line or the original grade of the Lot delivered to the Owner is intended as much as possible, to be the final grade of the lot. Any material alteration thereof in terms of the grade and condition of the Lot is prohibited.

Lot filling or excavation of Lots at the easement area for landscaping, construction and other purposes shall be allowed provided that:

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- a. The filling or excavation shall not result to potential damage to the area as originally planned by the Developer and/or constitute an aggravation or nuisance to the adjoining properties;
- b. The filling or excavation shall not exceed one and a half (1.5) meters from the original ground level;
- c. Drainage and other facilities shall be installed to prevent water coming from the property to seep into the adjacent Lots;
- d. Proper protection measures are provided to protect adjacent Lots; and
- e. All forms of Lot filling and/or excavation are subject to prior approval by the Board.

6.3.7 Fences and Gates

The construction and installation of fences and gates must strictly comply with the following guidelines:

- a. The perimeter fences for the front, rear or side boundary line of the property fronting a street, shall not exceed one (1.0) meter in height at any given point measured from the sidewalk level fronting the Lot. The steel grill on top of the solid concrete fence shall not exceed one half (0.5) meter. The total combined height shall not exceed one and half (1.5) meters at any given point measured from the sidewalk level fronting the Lot.
- b. The perimeter fences for the rear and side boundary line of the property not fronting a street, shall not exceed one and a half (1.5) meters in height at any given point measured from the original ground level. The steel grill on top of the concrete fence shall not exceed one half (0.5) meter. The combined height shall not exceed two (2.0) meters at any given point measured from the original ground level.
- c. For the purpose of maintaining the concept and architectural theme of the community, the design and the plans for the perimeter fence, gate and grill will be subject to approval of the Association or the Developer through the Property Management. The owner is required to submit color palettes which will also be subject to approval. This restriction is applicable to all types of house models.
- d. The total width as well as the opening of the gate shall not exceed fifty percent (50%) of the total distance between the Lot frontage and the gate.
- e. The use of barbed wire, broken glass and other similar materials are not allowed.
- f. Owners along the perimeters of the Village are not allowed to build, make or establish another opening, gate or any other form of structure that will allow ingress or egress to the Village. They are, however, allowed to extend their fences up to three (3) meters in height either made of solid concrete panels, concrete hollow blocks and other similar structure or steel grill, pre-cast concrete grill and or picket fences or both, along the perimeters of the Village for security purposes.

6.3.8 Carport and Car Garage Provision

Each house and lot unit is provided at least one (1) open carport or car garage provision. Installation or construction of carport roofing is prohibited. A detachable white tent is allowed subject to approval of the management.

6.3.9 Driveway

Driveways outside of the Lot shall be constructed using the same material and finish of the sidewalk constructed by the Developer.

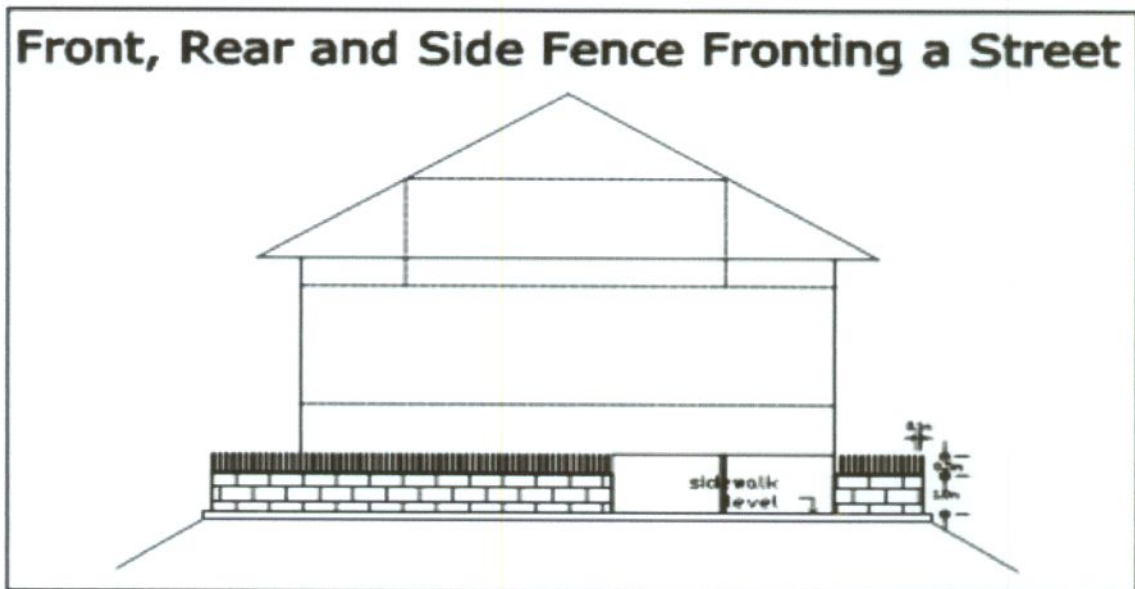


Figure 3A

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6.3.13 Garbage Cubicles

Each residential house is required to provide garbage bin with cover to be located near the service door area and the provision for LPG tank container.

6.3.14 Ratio of Landscape Area

The landscape area shall be subject to a softscape to hardscape ratio of 70:30 or at least seventy percent (70%) of the landscape area shall be used for softscape, while not more than thirty percent (30%) shall be used for hardscape. For purposes of this Covenant, softscape shall mean the use of natural landscape elements such as, but not limited to all types of plants, groundcovers and similar ornament, while hardscape shall mean the use of artificial elements such as, but not limited to benches, footpaths, driveways or walkways.

6.3.15 Non-Contiguous Structure

All structures must be physically contiguous to a residential building such as, but not limited to, steel or timber towers and similar structures. Antenna towers intended for any purpose whatsoever, are not allowed and shall not be erected or constructed within the property of the Owner.

6.3.16 Basement

Basement or underground structures are not allowed.

6.3.17 Vehicular Ingress or Egress

No vehicular ingress or egress shall be allowed along circular curves at street intersections.

6.3.18 Utilities

- a. Septic tanks must have a minimum dimension of one and a half (1.5) meters in length, one (1) meter in width and one and one fifth (1.2) meters deep. In order to prevent effluents from leaching out and contaminating the aquifers, all septic tanks must have poured concrete flooring. Residences using non-conventional septic tanks should inform the Association prior to installation and must present a certificate of their acceptability from any appropriate government agency such as, but not limited, to the Office of the City Health and Sanitation Engineer.

Underground septic tanks may be constructed with a one (1) meter setback from the boundary line and should not be more than one and a half (1.5) meters depth from the original ground level. The water effluent from the septic tank should be connected to the sewer line of the Village. The connection of water effluents from the septic tank to the drainage line is strictly prohibited.

- b. The digging of wells to draw underground water is strictly prohibited. Should this provision be violated, the Association or its authorized representatives shall have the authority to enter the Lot in order to stop the digging of wells or cover the illegally dug wells without any liability on the part of the Association.
- c. Water from the main water line must not be used without the required water meter and permit to have a water connection from the Developer or the Association.

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- d. The installation of booster water pumps directly to the water distribution line of the Village is strictly prohibited. Booster pumps may be allowed provided that the water is allowed to flow freely of its own power to water tanks, and the booster pumps are installed from the water tanks to the residence. Booster pumps may be installed only at the rear or sides of the Lot so as not to be visible from the street and must follow setback restriction of the roof or gutter line.
- e. Water tanks must preferably be underground water tanks (cisterns) and may be constructed with one (1) meter setback from the boundary line, and should not be more than one and a half (1.5) meters depth from the original ground level. Aerial or elevated water tanks are allowed provided they shall be installed at the side and/or rear of the property so as not to be visible from the street and should follow the roof easement restriction. The installation of water tanks must have the prior approval of the Association.

6.3-18 Special Lots-Are lots that is bigger than the regular lot size and is allowed for expansion subject to approval by the Vendor or the Association. Expansion plan should follow the regular requirements for renovation and setbacks. For Phase 1, the following lots are considered special lots: Lot 075,076 274 and 275. For the other phases of the village, list will be provided as soon as the particular phase is open for sale.

6.4 Lot Location

The Owner is responsible for determining the exact location and correct boundaries of his own Lot. In the event the Owner makes or constructs improvements and renovations and similar structures on a wrong Lot, the Owner shall immediately remove the same at the Owner's expense without necessity of court order and without any criminal and/or civil liability whatsoever on the part of the Vendor and/or Association or its respective officers and employees.

6.5 Construction Guidelines

The Owner shall strictly abide by the construction guidelines laid down by the Vendor and/or Association in the interest of sanitation, security, aesthetics and the general welfare of the community.

6.6 Penalties

Any violation on the aforementioned regulations and restrictions shall, without prejudice to the power of the Board herein to change the same, carry the following penalties.

6.6.1 For violation committed by the Owner for the first time, the Board will issue a written warning for the violation.

6.6.2 For the commission or omission of the same offense for the second time:

- a. If the Owner or his Contractor fails to rectify the violations as specified in the written notice after the expiration period indicated in the said notice, the Association shall impose a fine of Five Hundred Pesos (P500.00) for each violation, which shall be charged against the Cash Bond. A second and final written warning for the violation shall be issued if the violation fails to be rectified.

6.6.3 If the Owner or his Contractor fails to rectify the violations as specified in the second and final notice after the expiration period stated therein, the following penalties may be enforced:

- a. Suspension of the Authority to Construct, which will immediately prohibit construction materials and construction workers from entering the Village;
- b. Forfeiture of the Cash Bond;
- c. Cutting off of the water supply; and
- d. Such penalties as may be imposed by the Board and approved by the Members of the Association in a general assembly duly called for such purpose.

In the enforcement and implementation of the provisions of this Covenant as well as the rules, regulations and policies contained in relevant documents, the Owner shall hold the Developer, Association, their officers, employees or agents harmless against all losses, liabilities, injuries, damages and expenses (including reasonable legal expenses) suffered or incurred by the Owner, its contractor or authorized representatives arising out of any breach of this Covenant or the provisions of any relevant documents, or willful acts or omissions or negligence committed by the Owner or any of its agents and authorized representatives while inside the premises of the Village.

7. DEVELOPER'S RIGHTS

Prior to full completion and delivery of all the phases of the Village and the full turnover of all Common Areas to the Association, Developer shall have free, unimpeded and perpetual access to all parts of the Village, including the undeveloped portions thereof. Such access shall subsist regardless of turnover of the management of the Village or the Common Areas to the Association. For this purpose, the Association shall not impede or obstruct access by the Developer, its officers, employees, agents and authorized representatives, including third parties interested to purchase the unsold portions of the Village, and shall not impose upon the Developer toll fees and other charges for any reason including, without limitation, for entering the Village and utilizing the roads and other infrastructure or improvements thereon or therein. The Association shall likewise hold the Developer, its directors, officers and employees free and harmless from any liability or damage caused to the Village, Owners, residents or third parties by reason of such access, unless the Developer, its directors, officers and employees has or have acted with gross negligence or willful bad faith.

8. PERIOD OF RESTRICTIONS

All the restrictions, easements, reservations and conditions enumerated are appurtenant to the Lot including the structures found therein, and shall be binding as voluntary liens on all parties having or acquiring any right, title or interest therein, whether as co-owners, mortgagees, lessees, tenants, occupants or otherwise for a period of fifty (50) years from and after the incorporation of the Association. The term of these restrictions may be extended upon the approval of at least two-thirds (2/3) of the Owners of the Lots within the boundary of the Village.

9. INTERPRETATION

Where there appears to be a conflict in the interpretation of any of these covenants, the most stringent interpretation shall be adopted.

10. PENALTIES

Without prejudice to penalties specified in this Covenant, Members, their dependents, guests and visitors violating any of the above provisions shall authorize the Association or Developer to refuse to render any services handled or extended by the either the Association or Developer such as, but not limited to water connection and garbage collection services.

11. AMENDMENT

This Covenant may be altered, modified or changed at any time by the Vendor or its corporate successors before complete turn over to the Association when in its sole judgment, such modification or change is necessary to make this Covenant conform to its intention or for the general welfare of the community that it will serve.

This Covenant may also be altered, modified or changed after complete turn over by the Vendor to the Association upon written approval by the Developer and concurrence by at least two-thirds (2/3) votes of the total membership of the Association.

12. ANNEXATION

The Vendor or its corporate successors shall have the right from time to time to annex to the Village any other real property owned by the Vendor which is contiguous or adjacent to the Village. The Vendor shall effect such annexation by executing a supplemental covenant which shall describe the real property annexed, designate permissible uses thereof and set forth new or modified restrictions or covenants which may be applicable to such real property. Upon execution of the supplemental covenants, the annexed area shall thereupon become part of the Village as if such area were originally part thereof.

In WITNESS WHEREOF, the Developer through its respective authorized representative have hereunto set their hands on the day, year and place first aforesaid.

TERRIE BERNAS-ABAD
AVP-Property Management

PIA MANTECON
Senior Vice President
BU Head, Residential

Signed in the presence of:

ERNANNITA C. MERCED

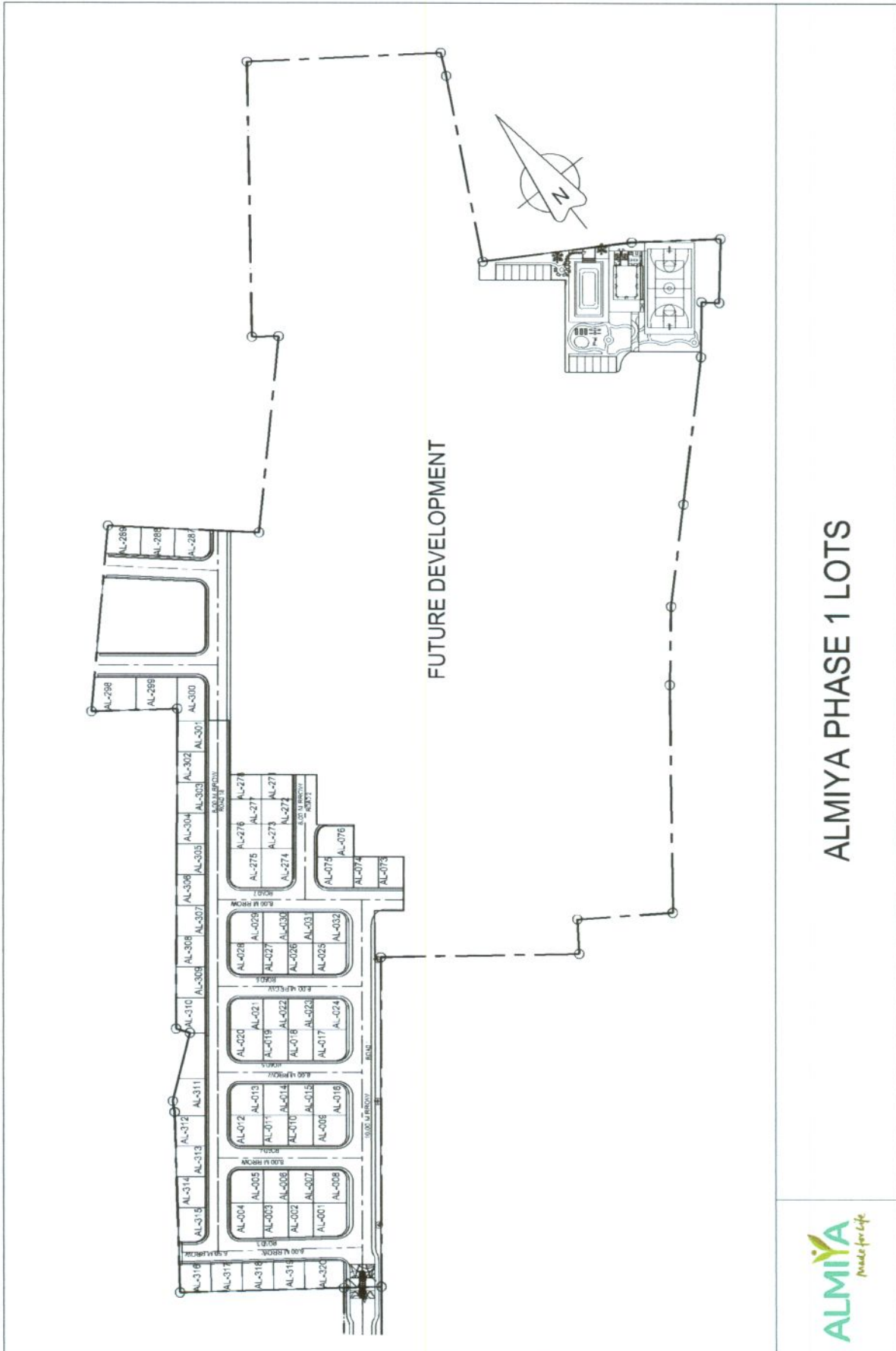
MONIQUE PALOMA

SEP 23 2013

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 2013 in the City of Cebu, Philippines. Affiant exhibiting his/her residence certificate no. _____ issued at _____ on _____ 2013.

Doc. No. 366
Page No. 74
Book No. 49
Series of 2013

ROSELLER B. AMAZONA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
PTR No. 10960075
CEBU CAPITOL - 4/18/12
ROLL OF ATTORNEY'S No. 31302



ALMIYA PHASE 1 LOTS



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VERA

ANNEX 2
Model Units

SINGLE ATTACHED HOME



Floor Area 76 sqm.
Lot Area 90 sqm.



GROUND FLOOR

Common Room	32.0 sqm.
Powder Room	2.0 sqm.
Lanai	5.0 sqm.
Service Area	6.0 sqm.
TOTAL	45.0 sqm.



SECOND FLOOR

Bedroom 1	8.0 sqm.
Bedroom 2	9.0 sqm.
Bedroom 3	6.0 sqm.
Toilet & Bath	4.0 sqm.
Hall	4.0 sqm.
TOTAL	31.0 sqm.

ITS no. 26306 Cert. of Reg. no. 23950. The developer reserves the right to alter or delete any specification mentioned herein without prior legal notice.

AMANI

DUPLEX HOME

ANNEX 2
Model Units

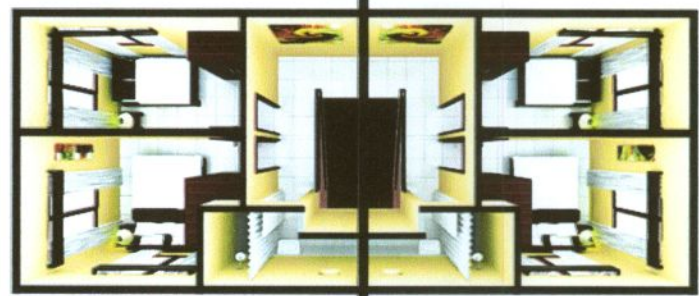


Floor Area 60 sqm.
Lot Area 80 sqm.



GROUND FLOOR

Common Area	19.0 sqm.
Bedroom 1	6.0 sqm.
Toilet & Bath	3.0 sqm.
Service Area	6.0 sqm.
TOTAL	34.0 sqm.



SECOND FLOOR

Bedroom 2	11.0 sqm.
Bedroom 3	9.0 sqm.
Toilet & Bath	4.0 sqm.
Hall	2.0 sqm.
TOTAL	26.0 sqm.

ITS no. 26306 Cert. of Reg. no. 23950. The developer reserves the right to alter or delete any specification mentioned herein without prior local notice.