CONSTRUCTION RULES AND REGULATIONS

I. BUILDING GUIDELINES

Any construction, improvement, addition, alteration, modification, expansion, reconstruction, renovation or external repainting of the Residential Building or Dwelling Unit including, but not limited to the construction of eaves, carports or extensions, shall be subject to the prior written approval of the Construction Committee of the Association. For said purpose, the owner shall submit the complete plans and specification to the Association for review and approval at least fifteen (15) days prior to the commencement of works to be conducted. The Association shall have the power to approve, approve with modifications, or deny the plans and proposed works, and shall advise the applicant of its decision accordingly. Notwithstanding any approval given by the Association, it shall be the sole responsibility of the owner to ensure that any construction, improvement, alteration, modification, expansion, reconstruction, renovation, repainting, extension or expansion on the Dwelling Unit complies with the provisions and requirements of the National Building Code, these Deed of Restrictions and Design Standards and other related laws, ordinances and regulations.

Only one (1) single house for a single family shall be constructed on a single lot. Separate garage, servants’ quarters, storerooms, bath house for swimming pool or any other structure that may be constructed shall be used solely for the recreational needs of the family.

A Permit to Construct new buildings or renovate/repair existing ones will be issued provided all of the following conditions are met.

1. SPECIFICATIONS AND STANDARDS

Distance from Building Line to Property Line

1.1.1. For property line adjacent to the street – minimum of five (5) meters;

1.1.1 For property line not adjacent to the street – minimum of three (3) meters.

1.2 Distance from Property Line to the Edges of Eaves of Building or Veranda, or Outermost Portion of any Protruding Structure

1.2.1 For property line adjacent to the street – minimum of three (3) meters;

1.2.2 For property line not adjacent to the street – minimum of two (2) meters.

(1)
1.3 **Height of Building and Improvements** *(Revised and approved by the Board of Directors on August 25, 2009)*

1.3.1 *For sloping land with decreasing gradient from curb line to property line or flat*

Assuming a vertical cutting section perpendicular to the curb line:

The highest point of the house shall not be higher than ten (10) meters, measured along an imaginary plumb line from the highest point to the natural ground line, assuming the elevation of the natural ground line is equal to the elevation of the curb.

1.3.2 *For sloping land with increasing gradient from curb line to property line*

Assuming a vertical cutting section perpendicular to the curb line:

The highest point of any section of the house shall not be higher than ten (10) meters, measured along an imaginary plumb line from the highest point to the natural ground line.

In order to establish the elevation of the natural ground line the following conditions shall be followed:

(a) A topographic map of the lots shall be submitted together with the cross-sectional plans showing the elevations of the ground and the height of the highest point of the house along any section. Sudden drops in the elevation of the lot will be disregarded when measuring the height of the house.

(b) If the land elevation has been altered because of dumping of soil and/or construction materials, the natural ground elevations shall be established by a straight line connecting the natural ground lines of the adjacent lots or streets, as the case may be.

1.3.3 *For special cases not covered by Sub-sections 1.3.1 and 1.3.2, the height restrictions of the houses and fences shall be discussed and decided by the Executive Committee upon the recommendation of the Construction Committee.*
1.4 Fence *(Revised and approved by the Board of Directors on August 25, 2009)*

1.4.1 For sloping land with decreasing gradient from curb line to property line or flat

Assuming a vertical cutting section perpendicular to the curb line:

*With the exception of the subdivision perimeter fences where there is no limitation on the height, the highest point of the fence shall not be higher than two (2) meters, measured along an imaginary plumb line from the highest point to the natural ground line, assuming the elevation of the natural ground line is equal to the elevation of the curb.*

1.4.2 For sloping land with increasing gradient from curb line to property line

Assuming a vertical cutting section perpendicular to the curb line:

*With the exception of the subdivision perimeter fences where there is no height limitation, the highest point of any section of the fence shall not be higher than two (2) meters, measured along an imaginary plumb line from the highest point to the natural ground line. (Revised and approved at the Board of Directors meeting on August 25, 2009)*

1.4.3 Height of Fence built on the property line along E. Rodriguez Avenue and Greenmeadows Avenue can be modified upon prior approval of the Construction Committee.

To conform to the topography of the properties specifically for Block 15 Lot 6 and Block 28 Lot 12 in the corner of Greenmeadows Avenue and Sparrow Street (Gate 3), the maximum height of back/rear fence should not exceed 2.90 meters and 2.30 meters at the points nearest and farthest from the Sparrow Street, respectively, above the elevation of the existing curb line or natural grade line. *(Revised and approved at the Executive Committee meeting on August 9, 2005)*

1.4.4 Height of fence posts should not exceed the height of fence. Molding constructed on top of them should have maximum height of twenty (20) centimeters.
1.4.5 Notwithstanding any provision to the contrary, a Member, after obtaining the written consent of the affected neighbor, is allowed to install on top of fences not fronting any street, cyclone wires, iron grilles or other similar vertical skeletal structures with a maximum height of two (2) meters provided plans and details are submitted to the Construction Committee for approval prior to construction. That in case of non-metal vertical structures, the materials shall be treated before installation and regularly thereafter with fire proofing or fire retardant chemical. *(Revised and approved at the Board of Directors meeting on November 29, 2004)*

1.5 **Garages, Sheds, Trellis, Gazebos, or any similar Structure Built within the Setback Requirements from the Property Line** *(Revised and approved at the Board of Directors meeting on October 26, 2004)*

1.5.1 For property line adjacent to the street – shall not be allowed;

1.5.2 For property line not adjacent to the street – shall be allowed provided that:

(a) They should be less than twenty-five percent (25%) of the length of the property line wherein they are situated; *(Revised and approved at the Board of Directors meeting on August 03, 2010)*

(b) They should have a maximum height of three and one-half (3.5) meters measured from the topmost portion of the structure to the natural grade line; *(Revised and approved at the Board of Directors meeting on August 30, 2005)*

(c) They should be built at a minimum distance of five (5) meters away from the property line adjacent to the street;

(d) They should be of fireproof materials;

(e) They should not be livable space. A toilet and bath are not allowed to be installed in the area. *(Revised and approved at the Board of Directors meeting on October 26, 2004)*

(f) They should accommodate at least three (3) cars inclusive of tandem parking. *(Approved by the Board of Directors on August 25, 2009)*

(4)
1.5.3 For reason of safety and health, no kitchen or any similar structure may be built within the setback requirement from the property line.

2. OTHER PROVISIONS

2.1 Vehicular Entrances at Corner Lots

Corner lots should not have any vehicular entrances within five (5) meters from the corner of boundary lines of the lot adjacent to intersecting streets. No vehicular entrances shall be constructed along streets of Dove, Swallow, Sparrow, Parakeet and Hornbill on the first blocks of lots nearest the gates of the subdivision, except Lot 14 of Block 14, Lot 7 and 8 of Block 15, Lot 11 of Block 28, Lots 1 and 2 of Block 19, Lot 13 of Block 29.

2.2 Prohibition on Towers and Water Tanks

Other than rooftop antennae, no T.V., radio or telecommunication towers shall be constructed on any subdivision lot. Water tanks may be constructed subject to the following restrictions: (i) it must be underground; (ii) if above ground, the tank should not be higher than the fence; or (iii) the tank should be an integral part of the building so as not to be visible from the outside.

2.3 Prohibition on Waters Pumps

No water pumps shall be installed direct to the water service connection. Cases of residents with water pumps illegally installed direct to the water service connection shall be reported to the water agency for their appropriate action.

2.4 Construction of Guardhouse

A guardhouse may be constructed at the front side of the lot, the dimensions of which shall not exceed two (2) meters by two (2) meters, not exceeding the prescribed two (2) meters height inclusive of the roof. (Revised and approved at the Board of Directors meeting on October 26, 2004)
2.5 Construction of Concrete Sidewalks

Concrete sidewalk should be constructed along the full length of the property line bordering on any street/s, which shall be provided for in the approved plans submitted by the Member to the Association. The total width of the sidewalks is two meters and fifteen centimeters (2.15m) from curb to the face of the fence. The main part of the sidewalk shall be concrete solid slab, with a minimum thickness of eight (8) centimeters and minimum width of one meter and fifteen centimeters (1.15m), measured from the curb of the street, with a coarse surface to minimize slipping. In case the width of the distance from the curb of the street to the property line/face of the fence is less than two meters and fifteen centimeters (2.15m), the main part of the sidewalk shall have a minimum width of one meter and fifteen centimeters (1.15m). The construction of the sidewalk shall be completed not later than two (2) months from the start of the construction of the Residence. Except for trees that have been planted by the Association, the sidewalk shall be free of any obstruction whatsoever. Members are prohibited from making any planting, landscaping, improvements and/or construction on the sidewalk without written authority from the board.

2.6 Pedestrian Gate (Revised and approved at the Board of Directors meeting on August 25, 2009)

A pedestrian Gate may be built with a maximum height of not more than three (3) meters from the natural ground or curb line, whichever is higher. The maximum dimensions of the gate shall be two (2) meters by two (2) meters, inclusive of the roof. The gate shall be designed in such a way that it will not conceal any object or person when viewed from the street outside of the gate.

2.7 Special Construction Cases (Revised and approved at the Board of Directors meeting on August 25, 2009)

Special Construction cases not discussed under these rules and regulations shall be discussed and approved by the Board of Directors upon recommendation of the Construction Committee.
3. VIOLATIONS

3.1 Except for item 2.5 above, any infringement or violation of any of the above regulations covered in these guidelines, shall carry the following penalties:

**First Notice:** Written reprimand for corrective measures within seven (7) days.

**Second Notice:** Fine of five (5%) percent and two and one-half (2.5%) percent of construction cash bond for Section 1 and Section 2 respectively, and seven (7) days limit for corrective measures.

**Third Notice:** Suspension of Permit to Construct and a fine of ten (10%) percent and five (5%) percent of construction cash bond for Section 1 and 2 respectively. If violation is not corrected within a month, the entire bond shall be forfeited, without prejudice to the right to enforce or compel correction.

3.2 A violation of item 2.5 above shall carry the following penalties:

**First Offense:** Written reprimand.

**Second Offense:** P 1,000.00 fine

**Third Offense:** Fine of five (5%) percent of construction cash bond per annum.

3.3 Suspension of Permit to Construct shall remain enforce for as long as the violation is not corrected, but the Member shall be allowed to bring in materials and workers for the sole purpose of correcting the violation.
3.4 No permit from City Government and or FGHAI

Penalties:
- New Construction: P 100,000.00
- Major Repair A: P 50,000.00
- Major Repair B: P 25,000.00
- Minor Repair: P 5,000.00

II. PERMITS, CONSTRUCTION ACTIVITIES AND SANITATION

4. CLASSIFICATION OF CONSTRUCTION PROJECT

The construction project shall be classified as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Construction</td>
<td>Above P 6,000,000.00</td>
</tr>
<tr>
<td>Major Repair A:</td>
<td>Above P 3,000,000.00</td>
</tr>
<tr>
<td>Major Repair B:</td>
<td>P 500,000.00 to P 3,000,000.00</td>
</tr>
<tr>
<td>Minor Repair:</td>
<td>Below P 500,000.00</td>
</tr>
</tbody>
</table>

5. ISSUANCE OF PERMIT TO CONSTRUCT

The issuance by the Association, through the Construction Committee, of the Permit to Construct covering a new building or a renovation of an existing building or other structure, shall be issued only upon compliance by the applicant and the contractor with the following conditions:

5.1 Updated Payment of Dues, Assessments and No Existing Violations

Payment of membership dues and assessments, if any, must be up to date. Should have no existing violations.

5.2 Posting of Construction Cash Bond

For new construction, categories A and B of major repair and minor repair, a construction cash bond will be required to guarantee compliance with the Rules and Regulations on construction and repairs. Said construction cash bond will be based and computed as follows:

- New Construction: Six Hundred Pesos (P 600.00) per square meter of the total floor area, inclusive of the garage area.
**Major repair A:** Three Hundred Pesos (P 300.00) per square meter of the total floor area, inclusive of the garage area.

**Major repair B:** Three (3%) percent of the construction cost.

**Minor repair:** Three (3%) percent of the construction cost but not less than Five Thousand Pesos (PhP 5,000.00)

In the event that the outstanding balance of the construction cash bond is less than Fifty Percent (50%) due to penalty deductions, the amount to cover the entire construction cash bond shall be deposited with the Association within fifteen (15) days from receipt of written notice from the Treasurer. Failure to do shall result in the suspension of the Permit to Construct for as long as the deficiency is not covered.

**5.3 Deposit to Ensure Clearing of Adjacent Lot**

To ensure that the adjacent lot will be free of all debris after construction, the construction cash bond posted shall also be made to answer for any violation. The use of a vacant lot for storage of construction material and debris shall not be allowed without the written conformity of the owner of said lot. The amount of P 1,500.00 per month shall be paid by the member for the use of the lot.

**5.4 Inspection Fee**

For new construction, categories A and B major repair, a non-refundable Inspection Fee shall be paid by the Member to defray expenses of conducting inspection and evaluation of on-going construction to verify compliance with the Rules and Regulations. Said fee will be based and computed as follows:

- **New construction:** Sixty Pesos (P 60.00) per square meter of the total floor area, inclusive of the garage area.
- **Major repair A:** Thirty Pesos (P 30.00) per square meter of the total floor area, inclusive of the garage area.
Major repair B: Five thousand Pesos (P 5,000.00)

Nothing herein shall be construed as estoppel on the part of the Association from enforcing these regulations, nor shall it excuse the Member and the contractor from actual construction violations committed on the construction works, and the failure of the inspectors of the Association to determine such violation shall not relieve the Member and the contractor from their primary obligations and the undertaking to comply strictly with these regulations and the Covenants and Restrictions.

5.5 Road Maintenance Fee

For new construction, categories A and B of major repair, a non-refundable Road Maintenance Fee shall be paid by the Member to defray cost of repair and maintenance of the road network of the subdivision. Said fee will be based and computed as follows:

New construction: Seventy-Five Pesos (P 75.00) per square meter of the total floor area, inclusive of the garage area.

Major repair A: Thirty-Five Pesos (P 35.00) per square meter of the total floor area, inclusive of the garage area.

Major repair B: Five thousand Pesos (P 5,000.00)

5.6 Submission of Construction Plans

Four (4) complete sets of Construction plans previously approved by the Quezon City government indicating compliance with the Restrictions provided for in these guidelines.

5.7 Conformity to the Terms and Conditions of the permit

The applying Member and the contractor shall acknowledge by signing their conformities to the Construction Committee’s assessment in the proper provision of the Permit to Construct, as assurance to adhere to the Association’s rules and regulations covering construction.
6. CONSTRUCTION PLANS AND ACTIVITIES

6.1 Keeping of Plans at the Construction Site

The Member shall at all times during construction keep a copy of the approved set of plans and assessment form at the construction site. Any alteration, addition or variation from the submitted plans shall require new permission from the Association.

Absence of approved documents at construction site shall incur the following penalties:

First Offense: Written reprimand.

Second Offense: P 500.00

Third and Succeeding Offense: P 1,000.00 per offense.

6.2 Agreement with Adjacent Owners on Boundary Fence

Prior to the construction of the boundary fence, member must enter into agreement with the owners of adjacent lots to determine where the fence should be erected and how the cost of the fence should be shared. This agreement must be presented to the Administration Office for verification purposes. In case no agreement has been reached, the fence must be erected within the property of the Member constructing. The Association may act as facilitator if an agreement was reached by deducting the share of the constructing Member in the cost of the common fence from his construction cash bond and remitting the same to the adjacent house owner.

6.3 Hours of Construction Work

Work on all types of construction shall be carried out only from 7:00 A.M. to 6:00 P.M., Mondays to Saturdays. Except for monolithic pouring of concrete which may be allowed overtime from 6:00 P.M. to 8:00 P.M. on any day except Sundays and holidays by the Construction Committee with the consent of the adjacent homeowners, no other type of construction activities shall be allowed or authorized beyond the 7:00 A.M. to 6:00 P.M from Mondays to Saturdays. Violation shall subject the Member concerned to the following penalties:

First Offense: P 1,000.00

Second Offense: P 2,000.00
Third and Succeeding Offense: P 5,000.00 per offense

6.4 Construction of Temporary Partition

Construction projects with adjacent Members whose privacy is affected shall be required to erect a temporary partition made of painted green GI corrugated sheets, which shall be at least two (2) meters from the top of the existing wall. This temporary partition shall be removed as soon as the construction is completed. Violations shall subject the Member concerned to the following penalties:

First Offense: Suspension of Permit to construct

Second Offense: Suspension of Permit to Construct and fine of P 5,000.00.

Third and Succeeding Offense: Suspension of Permit to Construct and fine of P 10,000.00.

7 SITE INSPECTION

7.1 Inspection Requirements during Construction

It shall be the obligation of the Member and the Contractor to give at least three (3) days prior written notice to the Construction Committee before commencing any and all of the following construction works:

(a) Pouring of foundation;
(b) Pouring of concrete roof beams;
(c) Pouring of trellises and other skeletal structures;
(d) Installation of roofing materials and canopies.

The Construction Committee, represented by the Chairman or the Association’s Engineer/Inspector will conduct a thorough inspection of the foregoing construction works to ensure that all easements, height and other construction restrictions are complied with. It shall be considered a violation if the lot owner/contractor does not permit entry of the representative doing the inspection works.

Violation of the foregoing regulation shall incur the following penalties:

First offense: P 2,500.00
Second Offense: P 5,000.00

(12)
Third and Succeeding offense: P 10,000.00 per offense.

Such violations will be subject further to other sanctions, such as:

(a) Denial of entry of delivery trucks carrying construction materials;

(b) Revocation of I.D. of construction workers;

(c) Water service disconnection at construction site.

7.2 Post Construction

Final inspection is requested by the contractor/lot owner of the finished residence. If finished construction was found without any violation of the construction rules and regulations, the construction cash bond shall be released within twenty (20) days from date of final inspection less the charges that were deducted from it. However, if violations are noted during final inspection, the Construction Committee Chairman shall inform the owner of his violation, in writing. Violations are required to be corrected/rectified within six (6) months from date of receipt of letter from the Construction Committee Chairman. Construction cash bond shall be forfeited upon failure of the owner to correct violations within the period of time specified herein.

8 MATERIALS

8.1 Delivery of Construction Materials, Supplies and Equipment

Delivery of materials, supplies, and equipment shall be allowed only for those with a valid Permit to Construct and on any day from 8:00 A.M. to 4:00 P.M., NO delivery on Sundays & Holidays.

8.2 Taking out of Materials and Equipment

No materials (including scrap wood, used cement bags, etc.), equipment or supplies shall be taken out of the subdivision except when authorized in writing by the Member or his duly appointed representative.
9 PERSONNEL

9.1 Obtaining Association ID

All persons working on the construction site shall secure and at all times prominently display, the Association’s Identification Card, which shall be obtained from the Administration office upon presentation of N.B.I Clearance. Violations shall subject the Member concerned to the following penalties:

<table>
<thead>
<tr>
<th>Violation</th>
<th>Penalty/Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Offense:</td>
<td>P 100.00</td>
</tr>
<tr>
<td>Second Offense:</td>
<td>P 200.00</td>
</tr>
<tr>
<td>Third and Succeeding Offense:</td>
<td>P 500.00 per offense.</td>
</tr>
</tbody>
</table>

9.2 Number of Stay-in Construction Workers

The number of construction personnel that shall be permitted to stay overnight in any construction site shall not exceed two (2) except for construction projects along Greenmeadows Avenue in which case five (5) construction personnel shall be allowed to stay overnight. Violations shall subject the Member concerned to the following penalties:

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<td>Second Offense:</td>
<td>P 2,000.00</td>
</tr>
<tr>
<td>Third and Succeeding Offense:</td>
<td>P 5,000.00 per offense.</td>
</tr>
</tbody>
</table>

9.3 Rules on Stay-in

All construction and service personnel authorized to sleep in the construction site shall be confined to quarters from 7:00 P.M. to 7:00 A.M. Wives, children and other family members of construction workers and service personnel and any other person not included in the payroll shall not be allowed to stay overnight in any construction site. Construction workers and service personnel shall be specifically instructed not to intrude into the privacy of Members, not to loiter, nor engage in conversation with the household helps. The Association ID of violators shall be confiscated and turned over to the Committee on Security.
Violation of any of the foregoing provisions shall incur the following penalties:

<table>
<thead>
<tr>
<th>Violation</th>
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<tbody>
<tr>
<td>First Offense:</td>
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<tr>
<td>Second Offense:</td>
<td>P 1,000.00</td>
</tr>
<tr>
<td>Third and Succeeding Offense:</td>
<td>P 2,000.00 per offense.</td>
</tr>
</tbody>
</table>

### 9.4 Prohibited Drugs, Alcohol, Gambling, Stealing, etc.

Prohibited drugs, consumption of alcohol, gambling, stealing, fighting and other illegal activities are strictly prohibited anywhere in the construction site or its surroundings. All liquor and other gambling paraphernalia and other effects used in illegal activities shall be confiscated and turned over to the Security Committee Chairman. Violators shall be banned from entering the subdivision and their ID shall be confiscated. In addition, the Member concerned shall be penalized as follows:

<table>
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<tr>
<td>First Offense:</td>
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<td>Second Offense:</td>
<td>P 2,000.00</td>
</tr>
<tr>
<td>Third and Succeeding Offense:</td>
<td>P 5,000.00 per offense.</td>
</tr>
</tbody>
</table>

### 9.5 Restriction from the Park

The park is a restricted area for the exclusive use of the Members and their dependents/guests. Construction personnel are not allowed to loiter, play or to make a short cut trip through the park.

**Penalty:** P 500.00 per violation.

### 9.6 Special Rule on Construction along Greenmeadows Avenue

Construction projects on properties along the Greemeadows Avenue shall be required to erect a 2.00M high permanent wall and
at least 1.00M corrugated sheets. Until such time that the wall is completed, owner shall be required to hire at his own cost, one (1) security guard per shift on a 24 hour basis. Violations shall subject the Member concerned to the following penalties:

**First Offense:** P 2,000.00

**Second Offense:** P 3,000.00

**Third and Succeeding Offense:** P 5,000.00 per offense.

10 CLEANLINESS AND SANITATION

10.1 Latrine and other Requirements

All new building construction shall be provided with a latrine at the construction site, and shall be kept clean, hygienic and free of foul smell at all times. Each latrine shall have all four sides covered and shall be dug 3’ x 3’ x 3’ into the ground. Workers caught urinating in public places shall be penalized.

<table>
<thead>
<tr>
<th>Violation</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absence of Latrine:</td>
<td>P 1,000.00 fine/inspection.</td>
</tr>
<tr>
<td>Urinating in Public Places:</td>
<td>P 100.00</td>
</tr>
</tbody>
</table>

10.2 Garbage Disposal

All garbage shall be disposed of properly. No waste shall be stored or dumped outside the boundaries of the construction site.

<table>
<thead>
<tr>
<th>Violation</th>
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<tbody>
<tr>
<td>First Offense</td>
<td>P 250.00</td>
</tr>
<tr>
<td>Second Offense</td>
<td>P 500.00</td>
</tr>
<tr>
<td>Third and Succeeding Offense</td>
<td>P 1,000.00 per offense.</td>
</tr>
</tbody>
</table>

10.3 Construction Materials Mixing and Processing

No construction materials, equipment, or supplies shall be
stored, mixed, or processed, outside the boundaries of the construction site. At the end of the daily construction schedule, all spillage of materials or supplies shall be swept off the street and sidewalks.

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<tr>
<td>Third and Succeeding Offense:</td>
<td>P 1,000.00 per offense.</td>
</tr>
</tbody>
</table>

10.4 Construction Material Storage

All garbage, construction materials, construction debris and filling materials shall be stored within the boundaries of the construction site, which shall be enclosed with a fence of painted green GI corrugated sheets, the purpose of which is to conceal these materials from the outside view. The same rule will apply to construction site using an adjacent property for the said purpose, with the consent of the owner. Likewise, such materials shall be kept 2 meters and 15 centimeters (2.15m) away from street curb during the construction period.

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</tbody>
</table>

10.5 Keeping Roads and Alleys Free form Obstructions

During and after the construction period, the road and alley adjacent to the construction site shall always be kept free from obstruction materials and other makeshift structures, like basketball goals. Daily sweepings shall be undertaken to remove all sand, debris and waste materials therefrom.

<table>
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<tr>
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</tr>
</tbody>
</table>
Second Offense: P 500.00

Third and Succeeding Offense: P 1,000.00 per offense.

10.6 Construction Debris at Adjacent Lot

Within one (1) month after the final inspection of the construction works, all the construction debris and filling materials within the adjoining areas must be cleaned. In the event that said construction debris and filling materials are not removed after one (1) month, the Association will have them cleaned with the expenses charged to the construction cash bond of the Member.

Penalty P 5,000.00

10.7 Pets and Animals

Pets of any kind (dogs, cats, roosters, etc.) are not allowed in the construction site at anytime.

Violation Penalty
First Offense: P 500.00
Second Offense: P 1,000.00
Third and Succeeding Offense: P 2,000.00 per offense plus confiscation of pet.

10.8 No Cooking

Cooking is not allowed within the construction area for sanitation and fire safety purposes.

Violation Penalty
First Offense: P 500.00
Second Offense: P 1,000.00
Third and Succeeding Offense: P 2,000.00 per offense
III. ABANDONMENT, RENOVATIONS AND REPAIRS

11 ABANDONMENT OF CONSTRUCTION

11.1 When Deemed Abandoned

When construction activities on a construction site has ceased for six (6) months, the Association, through the Construction Committee may declare such project as having been effectively abandoned by its owner and contractor.

11.2 Notice of Action on Abandoned Construction Site

The Association, through the Construction Committee, shall give formal written notice to the member at the last indicated address given in the Permit to Construct giving such Member notice to resume construction activities within ten (10) working days from delivery of such notice, and that failure to do so shall authorize the Association to consider the project abandoned and to take such remedial measures necessary to protect the members of the Association, including the forfeiture of the construction cash bond.

11.3 Forfeiture of Bonds

When a construction project has been abandoned and the Association, through the Construction Committee, has taken proper steps under these regulations to have declared it abandoned, it shall include the forfeiture of all the construction cash bond in favor of the Association to cover the expenses for securing the abandoned sites and all maintenance necessary to keep the place in safe and sanitary condition, without prejudice on the part of the Association from assessing the Member such further amounts of expenses not covered by the forfeited construction cash bond.

11.4 Resumption of Construction Works

If the Member shall wish to resume construction work on the previously declared abandoned construction project, it shall be necessary for such Member to formally apply for such resumption of work and to deposit anew a construction cash bond with the Association.
12. FUTURE IMPROVEMENTS, RENOVATIONS AND REPAIRS

12.1 Continuation Inspection of Building

Even after the completion of the construction of the residential house and the return of the construction cash bond, the premises shall continue to be subject to inspection if there are indications that new improvements are being made without a Permit to Construct. This is to ensure that building restrictions are continually being complied with.

12.2 Improvement of Building

Any future improvement, renovation and/or repair of the building, which will result into additions and/or alterations on existing structures shall require a new application prior to construction and shall also be subject to all foregoing terms and conditions, including the posting of a construction cash bond, payment of inspection and road maintenance fees.

12.3 Violations

Any violation of the foregoing rules and regulations on future improvements and alterations shall be subject to the same remedies available to the Association including the suspension of the Permit to Construct, if any was obtained. Supplies, materials and construction workers shall not be allowed to enter the subdivision.

12.4 Approval

The approval by the Association on any construction drawings, plans and other proposed erections by an Owner on his Lot which requires the approval of the Association under this Deed of Restrictions does not constitute a certification by the Association of the structural integrity of any structure constructed or installed on the Lot, such being the sole responsibility of the Owner.

13. GUIDELINES FOR HOUSE DEMOLITION

13.1 Secure Demolition Permit from Administration Office. This is separate from Permit to Construct.

(a) Letter request
(b) Demolition Permit
13.2 Duration of Demolition

(a) For Manual Demolition up to 60 days
(b) With Equipment up to 30 days

13.3 Kinds of Equipment

(a) Concrete Breaker
(b) Pay Loader
(c) Dump Truck
(d) Jack Hammer

13.4 Fees:

(a) Cash Bond for Demolition - Twenty Five Thousand Pesos (P 25,000.00)
(b) Demolition Permit Fee – Five Thousand Pesos (P 5,000.00)

13.5 Other Requirements

(a) Providing G.I. sheets and canvas for safety purposes.
(b) Air and noise pollution control measures
(c) Water hose to wet debris to prevent dust from spreading.
(d) Demolition schedule, 8:00 A.M. - 5:00 P.M. Monday to Friday only; no demolition work during Saturdays except hauling which is allowed.

13.6 Violations

(a) Non-completion within specified time.
(b) Working before 8:00 A.M. and after 5:00 P.M.
(c) Not putting G.I. corrugated sheets and canvas
(d) Not keeping the surrounding areas clean and free from construction obstruction.

13.7 Penalties

(a) Forfeiture of Bond for item a
(b) For violation of item b, c and d

First Offense: P 1,000.00
October 6, 2010

**Second Offense:** Suspension of activity until Corrected

**Third Offense:** Forfeiture of the Demolition Bond

APPROVED BY THE BOARD OF DIRECTORS ON August 25, 2009.
APPLICATION FOR BUILDING CONSTRUCTION / MAJOR REPAIR A

CONTROL NO. : ___________________  APPLICATION NO. : ___________________  
DATE FILED     : ___________________  RECEIVED BY        : ___________________  
APPLICANT : _____________________________________________________  
ADDRESS        : _______________________________ ______________________  
CONTACT PERSON : _________________________________________________  
TEL. NO. : _________________________________________________  
CLASSIFICATION :                              NEW [  ]                MAJOR REPAIR A [  ]  
SITE                     : ________________________________________________  
STREET : ________________________________________________  
LOT NO. : ________________________________________________  
BLOCK NO. : ________________________________________________  
AREA : _______________________________________________________  

I. ATTACHMENTS :

[  ]  Association Certificate / Clearance  
[  ]  Transfer Certificate of Title (TCT)  
[  ]  Permits (Locational Clearance, Excavation, Building, Sanitary, Electrical, etc.)  
[  ]  Four (4) complete sets of building plans, duly approved by the Quezon City Building Official  
[  ]  Bill of Materials, design Computations, Specifications  
[  ]  PERT / CPM  
[  ]  Proforma Permit to Construct  

II. APPLICANT'S REPRESENTATION AND UNDERTAKING :

The undersigned applicant hereby freely and voluntarily makes the following representations and undertakings as an integral part of the Application for Building Construction :

1. That the building plans submitted herewith as well as the construction / repair of the house and all appurtenances thereto, such as walls, fences, drainage, utilities, etc., shall strictly comply with :

5.1. The complete building plans which have been duly approved by the Quezon City Building Official and no changes or amendments thereto have been made nor applied for with the Quezon City Building Official ;
5.2. Covenants and Restrictions of Ortigas & Company ;
5.3. Regulations on Building Construction of the Association ;
5.4. Ordinances, rules and regulations of the Quezon City Government.

2. That any violation subsequently discovered in the building plan themselves or in the construction / repair of the house, even in instances when it is the Construction Committee that committed a lapse in the approval, or deviations therefrom without the prior written approval of the Board of Directors shall be penalized in accordance with the Construction Rules and Regulations of First Greenmeadows Homeowners Association, Inc. (F.G.H.A.I.), if it is not corrected ;

( 1 )
3. That applicant undertakes to correct for his exclusive account, any and all such violations, at any time even after completion of construction;

4. To deposit to the Association a construction cash bond based and computed as follows:

   New Construction : Six Hundred Pesos (P 600.00) per square meter of the total floor area, inclusive of the garage area.

   Major Repair A : Three Hundred Pesos (P 300.00) per square meter of the total floor area, inclusive of the garage area.

The construction cash bond shall guarantee compliance by the applicant with his undertakings herein, and the Construction Committee is hereby authorized by the applicant to charge against the construction cash bond any and all defects or violations which the applicant shall fail, for any reason, to correct;

5. To ensure that the adjacent lot will be free of all debris after construction, the construction cash bond posted shall also be made to answer for any violation. The amount of P 1,500.00 per month shall be paid by the Member for the use of the lot.

6. To pay a non-refundable Inspection Fee based and computed as follows:

   New Construction : Sixty Pesos (P 60.00) per square meter of the total floor area, inclusive of the garage area.

   Major Repair A : Thirty Pesos (P 30.00) per square meter of the total floor area, inclusive of the garage area.

This non-refundable Inspection Fee will be used to defray expenses of conducting inspection and evaluation of on-going construction to verify compliance with the Rules and Regulations.

7. To pay a non-refundable Road Maintenance Fee based and computed as follows:

   New Construction : Seventy Five Pesos (P 75.00) per square meter of the total floor area, inclusive of the garage area.

   Major Repair A : Thirty Five Pesos (P 35.00) per square meter of the total floor area, inclusive of the garage area.

This non-refundable Road Maintenance Fee will be used to defray cost of repair and maintenance of the road network of the subdivision.
The undersigned applicant hereby recognizes the full and legal authority of F.G.H.A.I. to enforce the Covenants and Restrictions, as well as to adopt, revise and implement the Construction Rules and Regulations, within Greenmeadows Subdivision I, as well as to enforce and demand compliance with the foregoing representations and undertakings contained in this Application.

________________________________________
APPLICANT

( 3 )
APPLICATION FOR REPAIR / RENOVATION / ALTERATION

CONTROL NO. : ___________________  APPLICATION NO. : ___________________
DATE FILED : ___________________  RECEIVED BY : ___________________
APPLICANT : ____________________
ADDRESS : _____________________________________________________
CONTACT PERSON : _______________________________________________
TEL. NO. : ______________________
CLASSIFICATION : MAJOR REPAIR B [ ]  MINOR REPAIR [ ]
SITE :
  STREET : _____________________________________________________
  LOT NO. : ___________________________________________________
  BLOCK NO. : ________________________________________________
  AREA : ______________________________________________________

I. ATTACHMENTS:

[ ] Association Certificate / Clearance
[ ] Scope of Work and Estimates
[ ] Photos of Exterior
[ ] Proforma Permit to Construct

II. APPLICANT’S REPRESENTATION AND UNDERTAKING:

The undersigned applicant hereby freely and voluntary makes the following representations and undertakings as an integral part of the Application for Repair / Renovation / Alteration:

1. That the plans and specifications submitted herewith as well as the construction / repair of the house and all appurtenances thereto, such as walls, fences, drainage, utilities, etc., shall strictly comply with:
   (a) Covenants and Restrictions of Ortigas & Company;
   (b) Regulations on Building Construction of the Association;
   (c) Ordinances, rules and regulations of the Quezon City Government.

2. That any violation subsequently discovered in the building plan themselves or in the construction / repair of the house, even in instances when it is the Construction Committee that committed a lapse in the approval, or deviations therefrom without the prior written approval of the Board of Directors shall be penalized in accordance with the Construction Rules and Regulations of First Greenmeadows Homeowners Association, Inc. (F.G.H.A.I.), if it is not corrected;

3. That applicant undertakes to correct for his exclusive account, any and all such violations, at any time even after completion of construction;

4. To deposit to the Association a construction cash bond based and computed as follows:
   Major Repair B : Three percent (3%) of the construction cost.
Minor Repair: Three percent (3%) of the construction cost but not less than Five Thousand Pesos (P 5,000.00).

The construction cash bond shall guarantee compliance by the applicant with his undertakings herein, and the Construction Committee is hereby authorized by the applicant to charge against the construction cash bond any and all defects or violations which the applicant shall fail, for any reason, to correct;

5. To ensure that the adjacent lot will be free of all debris after construction, the construction cash bond posted shall also be made to answer for any violation. The amount of P1,500.00 per month shall be paid by the Member for the use of the lot.

6. To pay a non-refundable Inspection Fee based and computed as follows:

   Major Repair B : Five Thousand Pesos (P 5,000.00)

This non-refundable Inspection Fee will be used to defray expenses of conducting inspection and evaluation of on-going construction to verify compliance with the Rules and Regulations.

7. To pay a non-refundable Road Maintenance Fee based and computed as follows:

   Major Repair B : Five Thousand Pesos (P 5,000.00)

This non-refundable Road Maintenance Fee will be used to defray cost of repair and maintenance of the road network of the subdivision.

The undersigned applicant hereby recognizes the full and legal authority of F.G.H.A.I. to enforce the Covenants and Restrictions, as well as to adopt, revise and implement the Construction Rules and Regulations, within Greenmeadows Subdivision I, as well as to enforce and demand compliance with the foregoing representations and undertakings contained in this Application.

_____________________________________
APPLICANT
PERMIT TO CONSTRUCT WITH UNDERTAKING
(New Construction / Major repair A)

CONTROL NO. : __________________________ APPLICATION NO. : ____________
DATE FILED : ___________________________ TOTAL FLOOR AREA : _____SQM
CONSTRUCTION BOND : Php ________________ FGHA O.R. NO. _____________
ADJACENT LOT DEPOSIT : Php ________________ FGHA O.R. NO. _____________
INSPECTION FEE : Php ________________ FGHA O.R. NO. _____________
ROAD MAINTENANCE FEE : Php ________________ FGHA O.R. NO. _____________
APPLICANT : ________________________________________________
ADDRESS : ________________________________________________
CONTACT PERSON : __________________________________________
TEL. NO. : _______________________________________________
SITE:
STREET : ________________________________________________
LOT NO. : ________________________________________________
BLOCK NO. : ________________________________________________
AREA : __________________________________________________

I – COVERAGE OF THE PERMIT

Please be informed that on the basis of the representations and undertakings made in the Application for Building Construction No. ___________ / Application for Construction / Repair No. _________ filed on ________________ , the Construction Committee, after assessment of said document, has approved your application for the construction / repair of your residence located at ____________________________ .

II – TERMS AND CONDITIONS OF THE PERMIT

This Permit to Construct is hereby granted subject to the following terms and conditions:

(1) The Project should be pursued in the most expeditious manner so as to minimize inconvenience to the public, and shall comply strictly with the plans and specifications submitted to and approved by the Association, in accordance with Covenants and Restrictions, the Association’s Construction Rules and Regulations, the terms of which the Applicant and the Contractor hereby manifest they are aware of, and which are deemed to be an integral part of this Permit.

(2) The Applicant and the Contractor shall at all times strictly comply with all existing laws, governing rules and regulations in the pursuit of the Project covered by this Permit.

(3) The Project and all work therein shall be done in the safest manner possible to avoid accidents and without danger to lives and properties, with the Applicant and its Contractor providing all the necessary safety
training, warning signs and protective devices for the duration of the Project.

(1)

(4) Any and all excavation works to be done in the Project shall provide for all necessary safety and support system to ensure the prevention of the collapse or weakening support for adjacent roads, facilities, or adjacent properties.

(5) In the execution of the work, extreme care shall be exercised to prevent damage on the existing facilities and/or utilities and all other properties of the Association and Members thereof. Any damage caused to such properties shall be repaired or replaced by the Applicant at his own expense and to the full satisfaction of the Association.

(6) Upon completion of the Project, the Applicant shall leave the area affected by the Project free of all excess or waste materials and restore the same to its original neat condition.

(7) This Permit must be kept at the construction site at all times during the duration of the Project which is subject to the inspection of Association representatives. The Applicant and his representatives must give full access and support to the inspector of the Association.

(8) The construction cash bond given by the Applicant is conditioned to answer for the faithful performance by the Applicant and/or the Contractor of the Obligation to undertake the construction activities strictly in accordance with this Permit and to comply with the Association's Construction Rules and Regulations, including the payment of all association dues and special assessments accruing in the property up to the date of the release of the bond, with full power on the part of the Association to impose upon and deduct from the bond the fines and penalties imposed on violations committed by the Applicant and/or the Contractor.

(9) The Applicant, its Contractor and representatives hereby relieve and release the Association, its officers, representatives and inspectors from any and all claims, liabilities and responsibility connected with, arising from or resulting from enforcement of the terms, conditions and undertakings of the Applicant under this permit. The Applicant and the Contractor shall hold the Association, its Directors and Officers, employees and representatives free and clear of all liabilities and claims arising from or connected with any injury, loss or damage to persons and/or properties in connection with construction works covered by this Permit, and to reimburse them fully of all expenses and costs incurred by reason of such claims and suits.

III – SUSPENSION/RENOVATION OF PERMIT

This Permit may be suspended, cancelled or revoked at any time when:
Any of the terms and conditions listed herein or the provisions of the Association's Construction Rules and Regulations, as well as the provisions of the Covenants and Restrictions, are violated, including refusal to provide access to the inspector or representatives of Association to the construction site or any portion thereof, and

Failure to implement corrective measures within the specified period as provided for in the Association’s Construction Rules and Regulations from receipt of Violation Notice.

In the event of suspension, cancellation or revocation of this Permit, the Applicant, and its Contractor and representatives shall immediately desist from pursuing further activities in the covered location, and hereby grant to the Association and its representatives authority to take all actions and use reasonable force to enforce the cancellation and revocation of this Permit, including refusal of access of materials, deliveries and personnel to the construction site, which the Applicant hereby confirms and permits, and the forfeiture of Applicant’s construction cash bond.

Upon the revocation of this Permit due to violations by the Applicant of any of the terms and conditions herein, and the refusal by the Applicant to correct such violations or to desist from pursuing activities of construction, the Applicant hereby authorizes and concedes that Association shall have the option to file the necessary administrative or court action to obtain an injunction to prevent any further acts of violations by the Applicant which the Applicant hereby affirms for the immediate issuance of such writ in the favor of the Association.

If you are agreeable to the above terms and conditions, please signify your conformity by signing on the space provided below and return all copies to the Association.

Chairman, Construction Committee

CONFORME:

PERMIT TO CONSTRUCT WITH UNDERTAKING
(Major Repair B)

I - APPLICATION

CONTROL NO. : _____________________ APPLICATION NO. : _______________
DATE FILED : _____________________ TOTAL FLOOR AREA : __________ SQM
APPLICANT : ________________________________________________
ADDRESS : ________________________________________________
CONTACT PERSON : ___________________________________________
TEL. NO. : ________________________________________________
SITE : ________________________________________________
STREET : ________________________________________________
LOT NO. : __________ BLOCK NO. __________ AREA_________ SQM
SCOPE OF WORK: ___________________________________________
DURATION : ________________________________________________

II – COVERAGE OF THE PERMIT

Please be informed that on the basis of the representations and undertakings
made in the above section, the Construction Committee, after assessment of said data,
has approved your application for the repair of your residence located at
______________________________________.

II – TERMS AND CONDITIONS OF THE PERMIT

This Permit to Construct is hereby granted subject to following terms and
conditions.

(1) The Project should be pursued in the most expeditious manner so as to
minimize inconvenience to the public, and shall comply strictly with the
plans and specifications submitted to and approved by the Association, in
accordance with Covenants and Restrictions, the Association’s
Construction Rules and Regulations, the terms of which the Applicant and
the Contractor hereby manifest they are aware of, and which are deemed
to be an integral part of this Permit.

(2) The Applicant and the Contractor shall at all times strictly comply with all
existing laws, governing rules and regulations in the pursuit of the Project
covered by this Permit.

(3) The Project and all work therein shall be done in the safest manner
possible to avoid accidents and without danger to lives and properties,
with the Applicant and its Contractor providing all the necessary safety
training, warning signs and protective devices for the duration of the Project.

(4) Any and all excavation works to be done in the Project shall provide for all necessary safety and support system to ensure the prevention of the collapse or weakening support for adjacent roads, facilities, or adjacent properties.

(1)

(5) In the execution of the work, extreme care shall be exercised to prevent damage on the existing facilities and/or utilities and all other properties of the Association and Members thereof. Any damage caused to such properties shall be repaired or replaced by the Applicant at his own expense and to the full satisfaction of the Association.

(6) Upon completion of the Project, the Applicant shall leave the area affected by the Project free of all excess or waste materials and restore the same to its original neat condition.

(7) This Permit must be kept at the construction site at all times during the duration of the Project which is subject to the inspection of Association representatives. The Applicant and his representatives must give full access and support to the inspector of the Association.

(8) To answer for the faithful performance by the Applicant and/or the Contractor of the obligation to undertake the construction activities strictly in accordance with this Permit and to comply with the Construction Rules and Regulations, the Applicant hereby authorizes the Association to collect and undertakes to pay the fines and penalties imposed on violations committed by the Applicant and/or the Contractor without delay.

(9) The Applicant, its Contractor and representatives hereby relieve and release the Association, its officers, representatives and inspectors from any and all claims, liabilities and responsibility connected with, arising from or resulting from enforcement of the terms, conditions and undertakings of the Applicant under this permit. The Applicant and the Contractor shall hold the Association, its Directors and Officers, employees and representatives free and clear of all liabilities and claims arising from or connected with any injury, loss or damage to person and/or properties in connection with construction works covered by this Permit, including but not limited to the inimical acts, misdeeds and wrongdoing committed by any and all personnel directly and indirectly under your employ, and to reimburse them fully of all expenses and costs incurred by reason of such claims and suits.

III – SUSPENSION/RENOVATION OF PERMIT

This Permit may be suspended, cancelled or revoked at any time when:

(1) Any of the terms and conditions listed herein or the provisions of the Association’s Construction Rules and Regulations, as well as the provisions of the Covenants and Restrictions, are violated, including refusal to
provide access to the inspector or representatives of Association to the
collection site or any portion thereof, and

(2) Failure to implement corrective measures within the specified period as
provided for in the Association’s Construction Rules and Regulations from
receipt of Violation Notice.

(2)

In the event of suspension, cancellation or revocation of this Permit, the
Applicant, and its Contractor and representatives shall immediately desist from
pursuing further activities in the covered location, and hereby grant to the Association
and its representatives authority to take all actions and use reasonable force to enforce
the cancellation and revocation of this Permit, including refusal of access of materials,
deliveries and personnel to the construction site, which the Applicant hereby confirms
and permits.

Upon the revocation of this Permit due to violations by the Applicant of any of the
terms and conditions herein, and the refusal by the Applicant to correct such violations
or to desist from pursuing activities of construction, the Applicant hereby authorizes
and concedes that Association shall have the option to file the necessary administrative
or court action to obtain an injunction to prevent any further acts of violations by the
Applicant which the Applicant hereby affirms for the immediate issuance of such writ in
the favor of the Association.

If you are agreeable to the above terms and conditions, please signify your
conformity by signing on the space provided below and return all copies to the
Association.

____________________________
Chairman, Construction Committee

CONFORME:

THE UNDERSIGNED APPLICANT AND CONTRACTOR HEREBY CONFIRM JOINTLY
AND SEVERALLY THE FOREGOING TERMS AND CONDITIONS OF THE PERMIT AND
HEREBY UNDERTAKE TO COMPLY WITH THEM STRICTLY. WE ACKNOWLEDGE AND
UNDERTAKE THAT THE PURSUIT OF THE CONSTRUCTION WORKS UNDER THIS PERMIT
WHICH IS IN ACCORDANCE WITH THE COVENANTS AND RESTRICTIONS OF THE
ASSOCIATION’S CONSTRUCTION RULES AND REGULATIONS IS OUR PRIMARY
OBLIGATION. WE SHALL NOT MAKE AN EXCUSE THE FAILURE OF THE CONSTRUCTION
COMMITTEE TO DETERMINE THE VIOLATIONS IN THE SUBMITTED PLANS OR TO DETECT
SUCH VIOLATIONS IN THE COURSE OF THE ASSOCIATION’S INSPECTION DURING THE
CONSTRUCTION PERIOD.

__________________________  ________________________