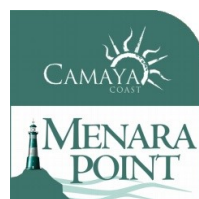


DEED OF RESTRICTIONS

MENARA POINT HOMEOWNERS ASSOCIATION



ADMINISTRATION OFFICE

Menara Point Subdivision,
Brgy. Biaan, Mariveles, Bataan



DEED OF RESTRICTIONS

TABLE OF CONTENTS

Deed of Restrictions.....	3
1. Definitions	3
2. The Menara Point Homeowners Association.....	4
3. Property Subject of this Deed	5
4. Property Rights of the Owner	6
5. Rights to Common Areas	6
6. Restrictions on the Use and Occupancy of the Lot Units	7
7. Building & Architecture	9
8. Use of Streets	24
9. Compliance with the Law	25
10. House Rules	25
11. Annexation of Additional Parcels	25
12. Term and Enforcements of Restrictions	26
13. Interpretation	26
14. Acknowledgement of Restrictions, Rules and Regulations	27
15. Annotation.....	27
Annexes	
a.) Construction Guidelines	
b.) Pre- Construction checklist Form	
c.) Approved Housing Colors	

DEED OF RESTRICTIONS

DEED OF RESTRICTIONS MENARA POINT NORTH AND MENARA POINT SOUTH SUBDIVISIONS

This Declarant, as the assignee or transferee of the developer of Menara Point Subdivisions and as part of the sale and conveyance of the subdivision lot units as parcel of property within this subdivision, intends to impose upon mutually beneficial covenants and restrictions under a general plan or scheme of development.

For the common benefit of the owners, future owners and occupants of the lot units in the subdivision, and for the purpose of providing an established area that will have a unique character and balance of built, with natural environment that enhances and preserves the pedestrian environment and with the visual and urban design quality of existing or future residential developments, the declarant hereby declares that all subdivision lot units are held and shall be held conveyed, hypothecated, or encumbered, leased, rented, used, occupied, or improved, subject to the following covenants, conditions and restrictions. All said covenants, conditions and restrictions shall run with the land and the structures built within the subdivision and shall be binding on all parties having or acquiring any right, title or interest in the lots or units, whether as sole owners, joint owner, mortgagees, lessees, tenants, occupants or otherwise.

All the provisions of this Deed of Restrictions shall form an essential part of the consideration of the sale of the subdivision lot units within and shall be annotated on the corresponding certificate of title to said subdivision lot units as voluntary liens and encumbrances.

1. DEFINITIONS

When used in this Deed, the following terms shall have the following meaning:

- 1.1. **“Articles”** and **“ By- Laws”** shall refer to the Articles of Incorporation and By- Laws of the Association, as the same may be duly amended from time to time;
- 1.2. **“Association”** shall refer to Menara Point Homeowners Association (MPHA) a non- stock, non-profit Corporation organized under the laws of the Republic of the Philippines, which would govern the Menara Point North and Menara Point South Subdivisions;
- 1.3. **“ Board of Directors”** shall refer to the Board of Directors of the Association, duly elected and acting pursuant to its Articles, By-Laws, and this Declaration;
- 1.4. **“Common Areas”** shall refer to those areas of the land and easements, together with all structures, facilities and improvements constructed or to be constructed or installed thereon, *located within the Subdivision* and intended to be devoted to the use and enjoyment of one, some or all of the Owners. Common Areas are classified as Project Common Areas or Utility Common Areas. Each of which is specifically described in Articles 3.2.1 and 3.2.2, respectively;
- 1.5. **“Deed”** shall refer to this Deed of Restrictions, including any amendment or supplement thereto;
- 1.6. **“Developer”** shall refer to Earth & Shore Leisure Communities Corporation with principal office _____;
- 1.7. **“Lot”** shall refer to a designated parcel of land that is sold/leased. The boundaries of any Lot are shown in the subdivision plan hereto attached and made integral part hereof as Annex a.;
- 1.8. **“Owner”** shall refer to any person or entity holding title to a residential lot unit/s and/or having any accompanying right (to the extent provided herein) to use or benefit from it and the Common Areas within the Subdivision. As used herein, the term shall include a co-owner, assignee, successor-in-interest, mortgagee, lessee, tenant or occupant or officer, director or guest of any person or entity holding title or interest in the Subdivision lot unit and/or otherwise authorized to exercise all or some of the rights of the Owner under the terms of an agreement or contract between them;

DEED OF RESTRICTIONS

- 1.9. **“Project”** shall refer to the subdivision project of the Developer, known as Menara Point North and Menara Point South Subdivisions including the Housing Structures constructed on the Lots, the Common Areas within the subdivision and such additions thereto as may hereinafter be brought within the jurisdiction of the Association;
- 1.10. **“Street”** shall refer to a road or courtyard intended for use as passageway for vehicles within the subdivision; and
- 1.11. **“Subdivision(s)”** shall refer to the developed residential areas located in Barangay Biaan, Mariveles, Bataan which territorial boundaries are defined in the subdivision plan as shown in Annex “A”.

2. MENARA POINT HOMEOWNERS ASSOCIATION

2.1. Membership

- 2.1.1 Each Owner shall automatically be a member of the Association. No other person shall be a member of the Association. Membership in the Association shall not be transferable separately from the lot unit to which it pertains and a transfer or conveyance of lot unit shall automatically include the transfer and conveyance of membership in the Association.
- 2.1.2 Each owner must abide by the rules and regulations laid down by the Association in the interest of sanitation, security, aesthetics and the general welfare of the community.
- 2.1.3 The association is authorized to collect fees and dues from the owners or make assessment to the owners to meet its expenses and other obligations, which will constitute a lien on the property, junior to liens of the government for taxes and voluntary mortgages for sufficient consideration entered into in good faith.
- 2.1.4 Each Owner shall be required to advise the Association of the sale of his lot unit to another party fifteen (15) days from the date of execution of the contract covering such sale or lease.

2.2. Management

- 2.2.1. All the properties, business and affairs of the Association shall be managed and administered
by the Board of Directors whose powers, functions and duties shall be specified in and governed by the Association’s Articles of Incorporation and By-Laws.
- 2.2.2. The said Board, however, may delegate the Management functions of the Association to a Property Management as it deems fit. The said Property Management shall have the power to enforce the provisions of this Deed of Restrictions.

2.3. Association Dues

- 2.3.1. Owner hereby agrees that the expenses for the maintenance and administration of the green area, road network, streets, common areas, facilities, parks, light, water, sanitary, and other utility lines, security and garbage/solid waste disposal and management within the subdivision and any other properties managed by the association shall be part of the assessment of the association dues.

DEED OF RESTRICTIONS

- 2.3.2. For the common benefit and use of the members of the association, owner hereby agrees that the assessment of association dues shall also include the share of the owner/association in the expenses of the maintenance of facilities, roads and services outside the subdivision in which the association has cost sharing scheme or agreement with the facility operators and service providers.
 - 2.3.3. Owner hereby agrees to honor the contracts entered into by the Association with other parties/service providers/facility operators for the common benefit of the community.
 - 2.3.4. Owner agrees to the right of the Association to cut off and disconnect utilities services and cancel privileges and other services of delinquent association members.
 - 2.3.5. Owner shall be subject to assessment and imposition of surcharges, penalties, interests in case of non-payment, late payments and any other violations of the Association's rules and regulations, Articles, By-laws and this deed.
- 2.4. Access to Facilities and Services Inside and Outside the Subdivision
- 2.4.1. Only owners in good standing with the association shall be provided endorsement for access privilege to the facilities and services operated by facility management companies inside and outside the subdivision in which the association has agreement with.
 - 2.4.2. Owner in good standing shall be determined in terms of the owner's regular compliance with and observance of the obligations provided in this deed, the Articles, By-laws and rules and regulations of the association, all provisions of contracts entered into by the association and all the applicable laws.
 - 2.4.3. Access of owner to the facilities and services inside and outside the subdivision shall be subject to compliance with the respective rules and regulations of the operators or management companies of said facilities and services such as but not limited to the usage and enjoyment of the facilities and services and payment of applicable user's fee, membership fee, activation fee, installation fee and its corresponding advance payment and deposit, and other applicable initial and regular charges imposed.
 - 2.4.4. Unless the agreement of the association with the facility operators indicate otherwise, access privilege of the owner shall be extended to the owner's qualified dependents and to appropriate number of allowable guests as may be determined reasonable or workable by the facility operators and the service providers. In case of multiple ownership of the lot, only one of the co-owners shall avail the access privilege for dependents and guests on a given year.
- 2.5. The Developer and all units that are in its name and are yet to be sold shall be exempt from the payment of such association dues and assessments, facilities/services fees, membership fees, activation fees, installation fees and their corresponding advance payments and deposits and all other fees, charges and assessments that may be imposed by the Association, the Board of Directors, the Subdivision, its Articles and By – Laws and This Deed.

DEED OF RESTRICTIONS

3. PROPERTIES SUBJECT OF THIS DEED

All the following properties constituting the Project, including any and all additions or improvements thereto, are and shall be held, transferred, conveyed, sold, hypothecated, encumbered, mortgaged, used, occupied and improved subject to this Deed.

The title to and ownership of the Lot shall be evidenced by a transfer Certificate of Title, which shall be registered to Register of Deed of Mariveles, Bataan.

3.1. The Lot Unit

The Lot units are particularly described in the subdivision plan which form part as Annex "A" of this declaration.

3.2. The Common Areas

3.2.1 Project Common Areas shall consist of property and the areas or facilities outside the lot unit boundaries of each owner and shall include the driveway, guardhouse, sidewalks, parks, playgrounds, clubhouse, open spaces, facilities and car park within the subdivision and other areas devoted or intended for the use of the Owners, by the Association and/or Developer within the subdivision.

3.2.2 Utility Common Areas are areas consisting of compartments, installations, and facilities used for the supply of electricity, water, sewerage and other public utilities and services including pipes, conduits, wires, lines and other devices operating, existing or hereinafter introduced for common use or necessary for the operation, existence and upkeep and safety of units, properties, common areas and the subdivision.

3.3. All Residential Structures

Residential structures refer to any dwelling areas constructed within the subdivision such as houses, villas, and any future townhouses and condominium projects.

3.4. Future Development

Future development of future phases, the nature and concept of said development and the number of lot units, residential units and structures shall be subject to the absolute discretion of the Developer or its assignee or transferee.

4. THE PROPERTY RIGHTS OF THE OWNER

The property rights of the Owner shall consist of:

- 4.1. Ownership in fee simple and possession of lot;
- 4.2. Ownership and possession of the corresponding housing structure constructed on the lot;
- 4.3. An undivided beneficial interest in the Common Areas within the subdivision arising from membership in the Association which shall hold legal title to the said common areas within the subdivision; and

DEED OF RESTRICTIONS

- 4.4. Ownership and possession of all utility and service lines (including electrical wiring, plumbing systems, sewerage and telecommunications systems) that directly service the unit, net of the utility common area.

5. RIGHTS TO COMMON AREAS WITHIN THE SUBDIVISION

- 5.1. Owner's right of Use – An Owner, his family and guests shall have the right to use the Common Areas and have the right in common area with the other Owners, Subject to the following rights of the Association:

- 5.1.1. The right of the Association to limit owners who use the facilities and to limit the use of recreational facilities to and on the Common Areas by persons not in possession of a Unit or lot;
- 5.1.2. The right of the Association to establish reasonable rules and regulations pertaining to the use of Common Areas;
- 5.1.3. The right of the Association to suspend or restrict the Owner to use the Common Areas, for any period during which any assessment of the association dues, other fees, and share remains unpaid and delinquent.

- 5.2. No Waiver of Use

No Owner, may exempt himself from personal liability for his pro-rata and/or fixed share in the Common Areas within the subdivision, and for Assessments duly levied by the Association, by waiving the use and enjoyment of the Common Areas within the subdivision and facilities and services outside the subdivision or by abandoning his unit or lot. Neither shall the Owner be released from liens and charges hereof, waiving the same or abandoning his unit or lot.

6. RESTRICTIONS ON THE USE AND OCCUPANCY OF LOT UNITS

- 6.1. Residential Lot Limitations

Only one private single-family residential house shall be erected on each lot or building site although the accessory quarters for household helps and garage may be built in the case of open lots, assuming all restrictions on each easement and setbacks will not be violated.

Lots shall not be subdivided. However, two (2) lots may be consolidated into one provided it shall not thereafter be subdivided and further provided that the construction on these lots shall be subject to the easement provided herein. Three or more open lots may be consolidated and subdivided into a lesser number of open lots provided that the resulting open lots shall not be smaller in area than the smallest lot before consolidation provided further that the construction on these lots shall be subject to the easements provided herein.

In all cases, the consolidation/subdivision plan shall be duly approved by Developer or Association or its corporate successors, and assigns, and/or the proper government or agency, and duly registered in the Proper Office of the Register of Deeds.

- 6.2. Use of Lots

- 6.2.1. Lots shall be used exclusively for residential purpose. Lots shall not be used as access or right-of-way to any adjacent land/s outside the subdivision or for any other purpose unless approved by Association.

DEED OF RESTRICTIONS

- 6.2.2. The OWNER agrees and binds himself not to construct or maintain or cause to be constructed or maintained in the premises, hotels, motels, saloons or bars or any establishment of ill repute, or use the same of any immoral or illegal trade, or any use which will disturb the peace, or be a nuisance to the neighborhood.
- 6.2.3. Lots shall not be used for illegal or illegal or immoral activity or any use, which will disturb the peace/serenity or prove to be a nuisance in the neighborhood or that the lot/s shall not be subdivided to be devoted to any of the foregoing purpose.
- 6.2.4. No residential lot shall be used in pursuit of any commercial purpose, especially a sari-sari store, grocery store, eatery, funeral parlor, hospital, private clinic, plant nursery, school, bar or any other business that conjures a negative image for the neighborhood, except at designated commercial areas as may be approved by the Association within the subdivision and for purposes approved by the Association.
- 6.2.5. No temporary building, shack, barn or other structures shall be erected, except by builders during the construction period. No stockpiling on lots shall be allowed except by the OWNER during construction. The Association or its corporate successors has the right to haul or remove for proper disposal all construction materials, equipment, stockpiling on vacant lots and common areas without necessary permit and at the expense of the OWNER within 5 days of OWNER's receipt of notice from the Association for removal of said materials, equipment and stockpiling.
- 6.2.6. No machinery, equipment, appliance or structure shall be placed, maintained or operated on any lot for the purpose of carrying out or facilitating commercial business of any kind.
- 6.2.7. No soil, stones or gravel shall be taken from this particular parcel of land or from any other lot belonging to the entire development.
- 6.2.8. Any violation of this section on the use of lots shall give the Association the right to rescind this Agreement if the title has been transferred to the OWNER, to reacquire the lot under the same terms and consideration as it was acquired by the OWNER.
- 6.3. Sign Boards
- Commercial or advertising signs shall not be placed, constructed or erected on the lot/s or on the houses. Nameplates or shingles of professionals measuring no larger than 60 centimeters by 30 centimeters may, however, be permitted, provided that the materials to be used and the design shall be approved by the Developer or Association.
- 6.4. Pets and Animals
- No cattle, chicken, rooster, pig, sheep, goat, horse, snake, goose, other animals shall be maintained on the lot. Keeping of dogs, cats or other pets in non-commercial quantities may be allowed unless further restricted and subject to regulations as the Association of the subdivision may adopt which is subject further to the rules and regulations of the government.
- 6.5. Wells
- No wells may be dug on any lot without prior written approval from the Developer or Association and the government offices and entities concerned.

DEED OF RESTRICTIONS

6.6. Sanitation, Grass and Garbage

The lot must be kept at all times in sanitary condition and free of overgrowth of “cogon”, “talahib”, and other wild vegetation and trash which may constitute a fire hazard or place of concealment. Such conditions can be enjoined and/or enforced by court action and the same shall be abated at the expense of the OWNERS. For this purpose, the Association is permitted to cut and trim the grass grows beyond two (2) feet from the soil and the OWNER is obliged to pay the cost therefore with interest at one percent (1%) per month.

Building of fires in the open space or in the household premises is prohibited. Trashcans of respective units shall not be place outside the property. They must be kept inside the property and should be put out only during scheduled collections for disposal. Garbage Bins must be 1.50m x 1.50m x 1.20m height. (*See Figure-1*)

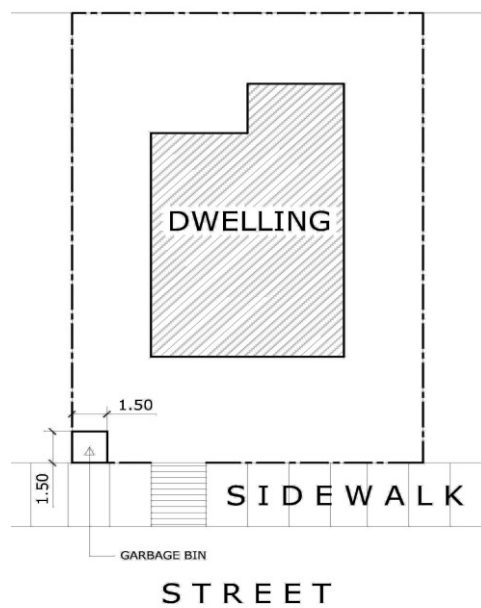


FIGURE-1

6.7. Planting of Trees

No trees other than those planted by the Developer or Association shall be allowed on the planting strip of the sidewalk. No existing trees, whether found within or outside the lot, shall be cut, removed, or damaged, nor shall it be relocated or transferred without the written approval from the Association or its corporate successors and assigns.

Should any tree in the lot be cut, damaged, removed or relocated, the OWNER agrees to plant three (3) other trees belonging to the same family on his/her lot within three (3) months of the removal, relocation, damage. The Association reserves the right to select and approve the species of trees to be planted should the OWNER wish to plant trees. When all the residential lots in the subdivision shall have been turned over to the Association, and all the streets, lanes and open spaces shall have been disposed of to the Association, or to the government entity concerned, such approval shall be secured from the Association.

DEED OF RESTRICTIONS

7. Building and Architecture

7.1. Building Material

All buildings must be of strong materials, valued at not less than **P 1,500,000.00** at present-day cost and be of a type of architecture and color that it is in harmony with the surrounding landscape and homes in the vicinity. In no case and under no circumstances shall the resulting construction of building cause the depreciation of property values and the general aesthetic appeal of the area. Furthermore, the minimum value of new buildings to be constructed inside lots will be reviewed periodically and may be revised from time to time in order to preserve the overall value of the subdivision. Building motif should be Asian Tropical.

Roofing material shall be limited to clay roof tiles, concrete tiles, metal shakes, tile span, and rib type long span pre-painted GI sheets. Other types of roofing materials shall be subject to the approval of the Developer or Association.

Structures built of light materials (e.g. sawali, nipa, bamboo, cogon) shall not be allowed.

7.2. Building Height

Buildings shall not be higher than nine (9) meters, measured vertically from the highest corner on the property line up to the highest point of the structure as determined by Association. No part of the building shall be higher than fourteen (14) meters measured vertically from the adjacent Original Ground Level. **(See Figure-2)**

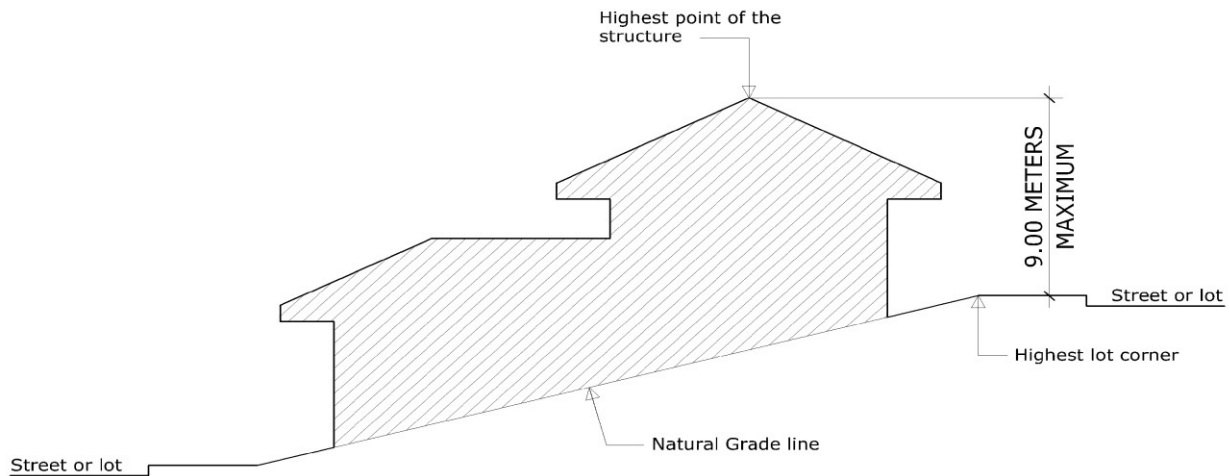


FIGURE-2

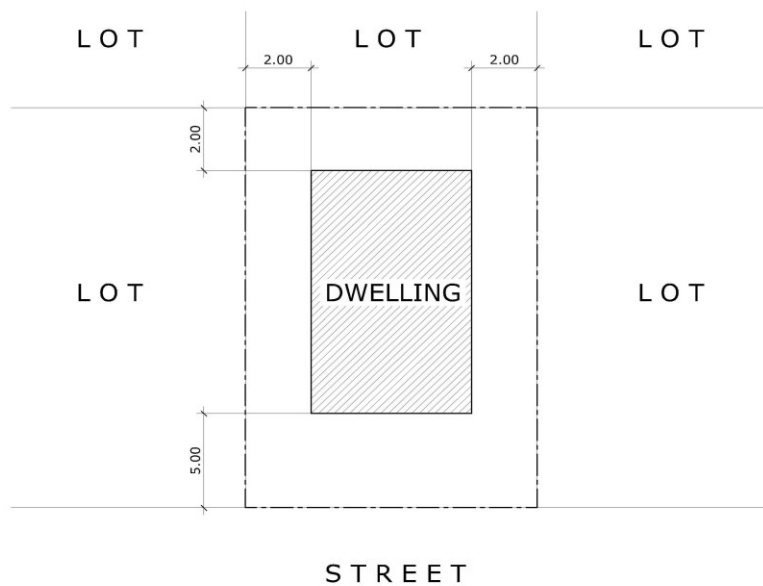
For purposes of determining the 9-meter height restrictions, the hypothetical ground level can be established in the case of basement in accordance with the surrounding ground level.

DEED OF RESTRICTIONS

7.3. Setbacks

All buildings including garage, servants' quarters, and/or parts thereof, except as hereinafter provided must be constructed at a distance of not less than 5.00 meters from the Lot boundary fronting a street, and 2.00 meters from other boundaries not fronting a street (**See Figure-3**). The setback shall be measured from the property line to the nearest finished wall/window or column or any projection from the said wall/window or column. Outside edges of roofs and or eaves, of the building must be at least 3.50 meters from the property line fronting a street and 1.00 meter from the property line not fronting a street. (**See Figure-4**)

REGULAR LOT



CORNER LOT

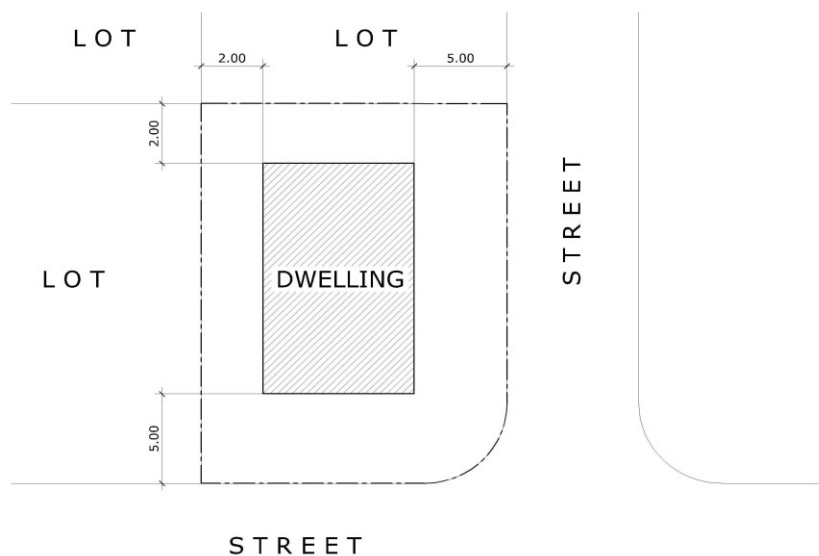


FIGURE-3

DEED OF RESTRICTIONS

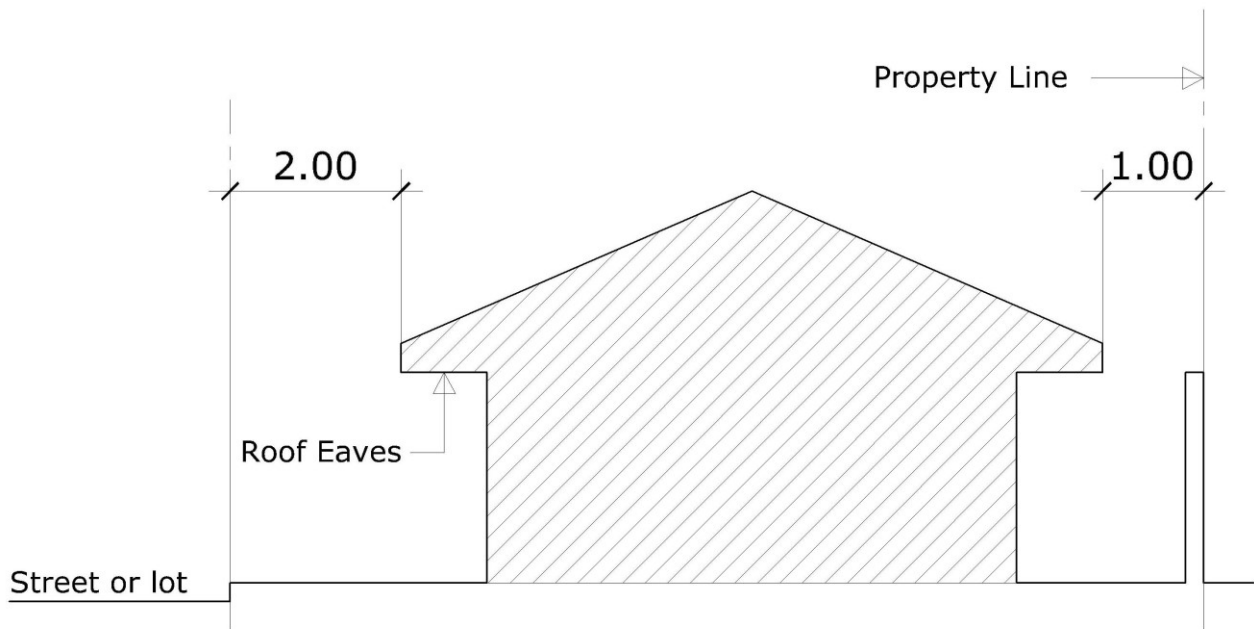


FIGURE-4

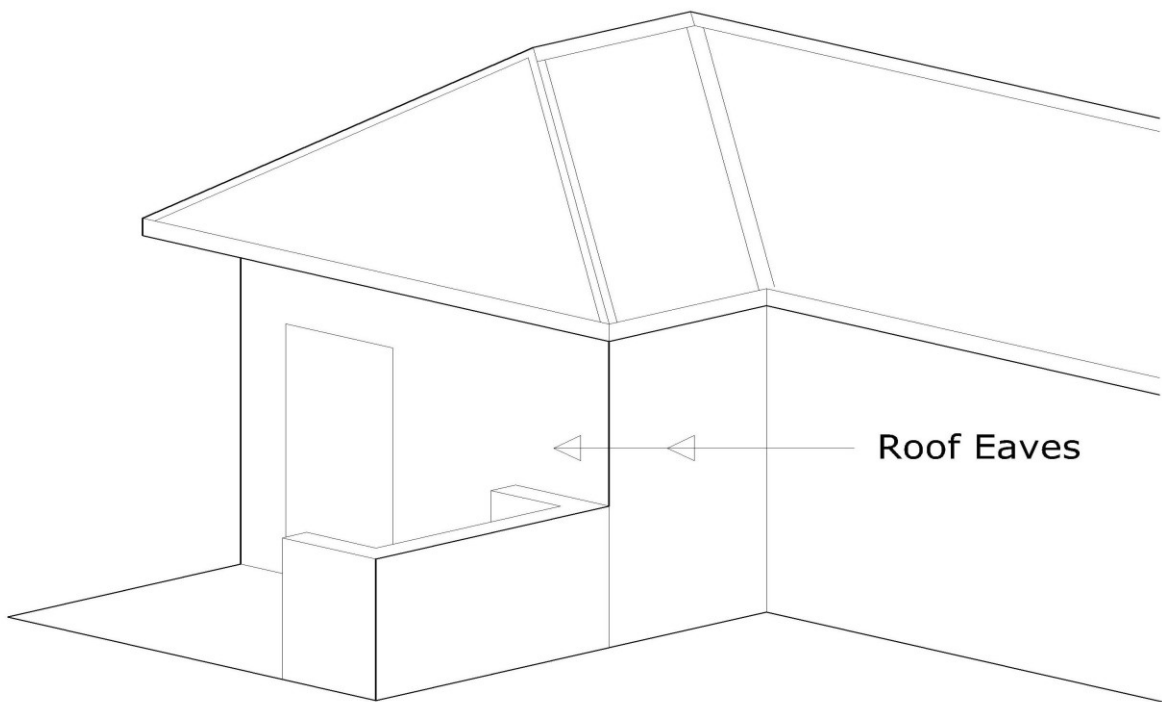


FIGURE-5

DEED OF RESTRICTIONS

- 7.3.1. Special Lot mean a Corner Lot with a minimum area of 200.00 sqm. Should provide restriction on vehicular entrance and driveway due to its size and location.
- Parking entrance should have a minimum of 5 meters from corner to avoid vehicular accidents
- 7.3.2. Outdoor swimming pools, Jacuzzis and the like are allowed only along the sides of the lot not directly fronting a street and shall not encroach the setback areas. Swimming pool, Jacuzzis and any elevated permanent structure appurtenant to a swimming pool such as diving board or water slides shall be at least 2.00 meters from the property line. All other setback requirements are to be followed.
- 7.3.3. Outdoor, freestanding permanent landscape structures such as pool cabanas, barbecue areas, trellises, gazebos, play equipment and the like are not intended for habitation and are not allowed to encroach within the setback areas. Barbecue areas are not allowed to flush to the building line. **(See Figure-5)**
- 7.3.4. Roof or Eaves may be allowed to project beyond the setback area provided that the same shall not be closer than 1.00 meter from the property line along sides not fronting a street and 3.50 meters along the sides fronting a street. **(See Figure-4)**
- 7.3.5. Solar collectors on pitched roof must lie flat on the roof and be placed so that the edges are parallel and perpendicular to the roof ridge and edges. No part of the installation should be visible from the ridge line. Support brackets, collector frames and exposed concealed. Collector frames should be placed so that they are away from public view. Collector frames located at the side of the building or at the ground level should be harmoniously integrated with the building or the topography.
- 7.4. Filling
- 7.4.1. Filling of the lot is allowed provided that all fills are contained. Containment (e.g. retaining walls, riprap and the like) of said fills are to be approved in writing by a structural engineer and shall conform to the guidelines prescribed herein. Lots with a flat terrain but which are intended to be filled should have similar containment and/ or protective measures. The following for filling of lots should be observed: Fills and retaining walls are allowed to abut property lines provided that the filling shall not exceed 2.00 meters above the Natural Grade Line of the property line not fronting a street, And more ½ (1.50 meters) above Natural Grade Line of the property line fronting a street. **(See Figure-7)**
- 7.4.2. Any fill or retaining wall higher than the above shall setback 1.00 meter from the property line for every meter or fraction of a meter in excess of the maximum fill allowed to abut property lines.
- 7.4.3. No single fill or retaining wall shall be higher than 2.00 meters.

DEED OF RESTRICTIONS

- 7.4.4. Drainage and other facilities are to be installed to prevent water from flowing or seeping into the adjacent lots.
- 7.4.5. All necessary retaining walls or earth protection works to protect the dwelling unit to be constructed by the owner, to protect adjacent Lots for landslide or soil erosion, and to protect the drainage and utility lines should be from the account of the owner.
- 7.4.6. Fill above 0.50 meter from Natural Grade Line shall be compacted engineered fill.
- 7.4.7. All other forms of filling shall require the prior written approval of the Declarant. **(See Figure-8)**

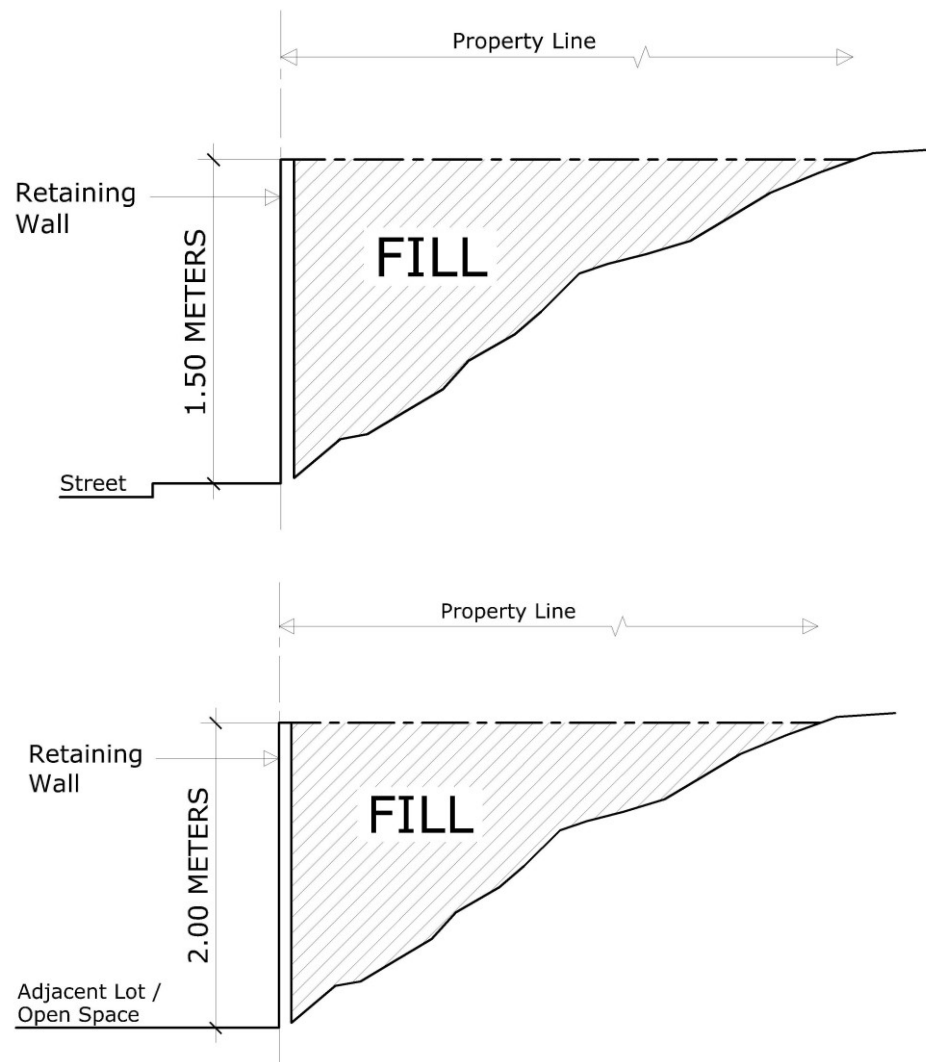
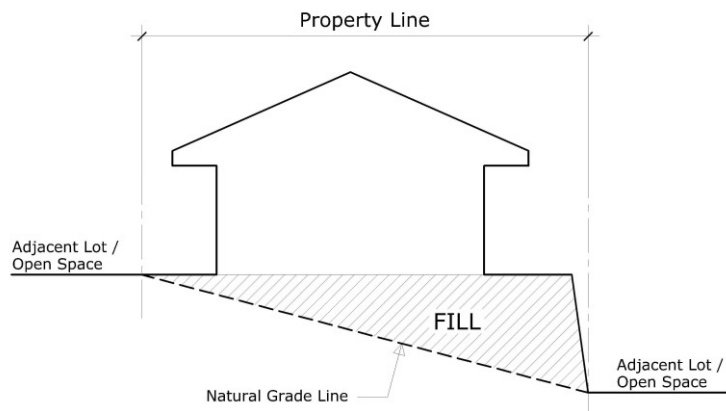


FIGURE-7

DEED OF RESTRICTIONS

NOT ALLOWED



ALLOWED

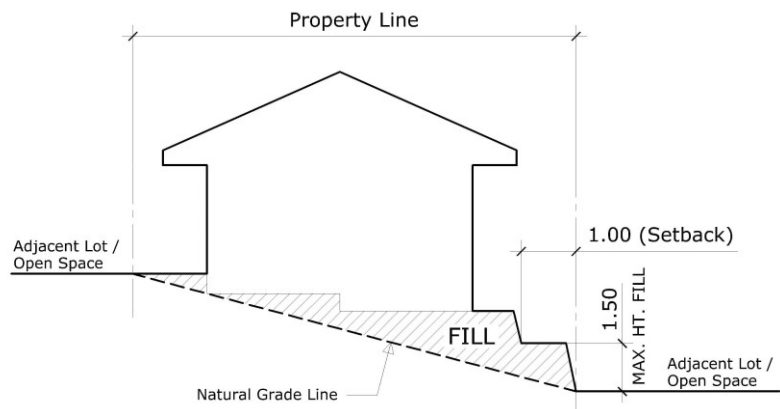


FIGURE-8

7.5. Cutting

Cutting of the Lot is allowed provided that the remaining earth material be contained using protective materials approved in writing by a structural engineer and shall conform to the guidelines prescribed herein. Cuts on flat Lots should also use these protective measures. The following guidelines for cutting of lots should be observed:

- 7.5.1. Cuts and retaining wall are allowed to abut property lines provided that the cutting shall not exceed $\frac{1}{2}$ (1.50 meters) below the Natural Grade Line at the property line street and 2.00 meters below the Natural Grade Line at the property line fronting a street.
- 7.5.2. Any cut or retaining wall lower than the above shall be setback 1.00 meter from the property line for every meter or fraction of a meter in excess of the maximum cut allowed to abut property lines.
- 7.5.3. No single cut or retaining wall shall be higher than 2.00 meters.
- 7.5.4. Drainage and other facilities are to be installed to prevent water from flowing or seeping into adjacent Lots.

DEED OF RESTRICTIONS

- 7.5.5. All necessary retaining walls or earth protection works to protect the dwelling to be constructed by the Owner, to protect adjacent Lots from landslide or soil erosion and to protect the drainage and utility lines should be for the account of the owner.
- 7.5.6. All other forms of cutting shall require the prior written approval of the declarant. (**See Figure-9**)

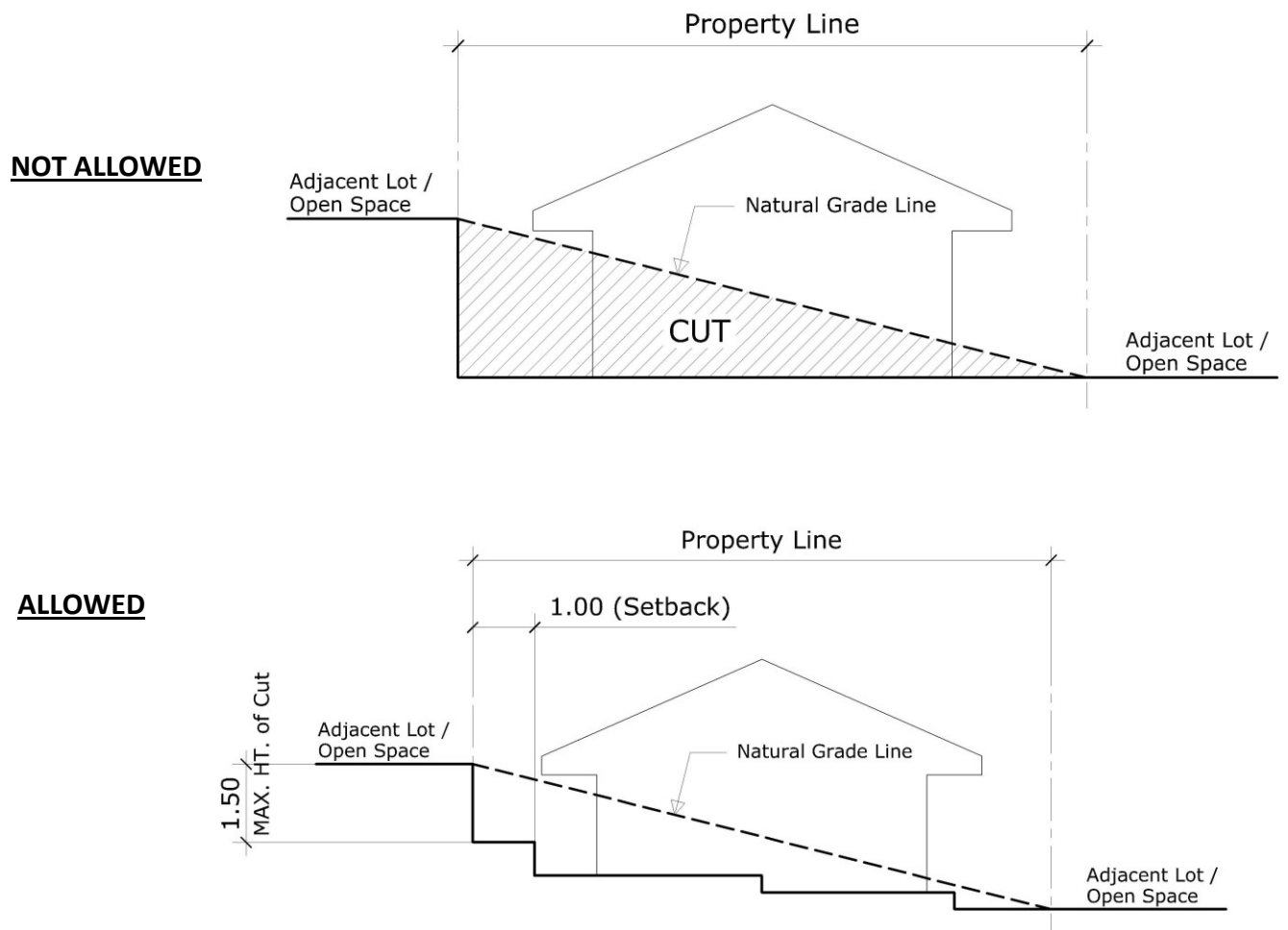


FIGURE-9

7.6. Antenna Tower

Owners intending to erect any antennae shall secure a certification from a duly licensed structural engineer attesting to the structural integrity of the proposed installation which shall be submitted to the Declarant or the Association for approval. The certificate should include complete structural plans and details of construction. The antenna should be located and screened from public view. The Owner of the lot where the antenna is located will be fully responsible and liable for any incident (other than force majeure) or liability, cost or damage that should arise or accrue out of the installation of such structure.

DEED OF RESTRICTIONS

7.7. Poles, Post, and Similar Structures

Structures intended to be used as electrical or telecommunication connections are prohibited from being installed within the Lot boundaries.

7.8. Wall hedges and Fences

7.8.1. Prior written approval must be secured from the Declarant or Association before any construction of walls or fences is to complete. A complete set of plans and detailed construction drawings should be submitted to the Association for prior written approval. The design of walls and gates should be in the harmony with the overall design concept. The said walls fences should not obstruct pedestrian traffic on the sidewalk and should be located along the perimeter.

7.8.2. Fences to be constructed on Lots facing open spaces and easements shall conform to the following restrictions:

7.8.2.1. For Lots fronting street:

- a. Fences shall have maximum height of 2.00 meters measured from the top of the streetside curb immediately fronting the fence to be constructed. **(See Figure-10)**
- b. Fences shall be finished and constructed of durable materials. Use of barbed wire, broken glass or chainlink in any part of the fence fronting a street is not allowed.
- c. Materials used should be consistent with the overall aesthetic character of the Design.(Use of wrought iron grille work is encouraged)

7.8.2.2. For Lots fronting a utility lot or easement:

- a. Solid fences such as those made of concrete, hollow block or other non-see-through material shall be limited to a maximum height of 2.00 meters measured from the Natural Grade Line. **(See Figure-10)**
- b. Fences shall be plastered & painted finish.
- c. Use of barbed wire or broken glass in any portion of the fence in not allowed.

DEED OF RESTRICTIONS

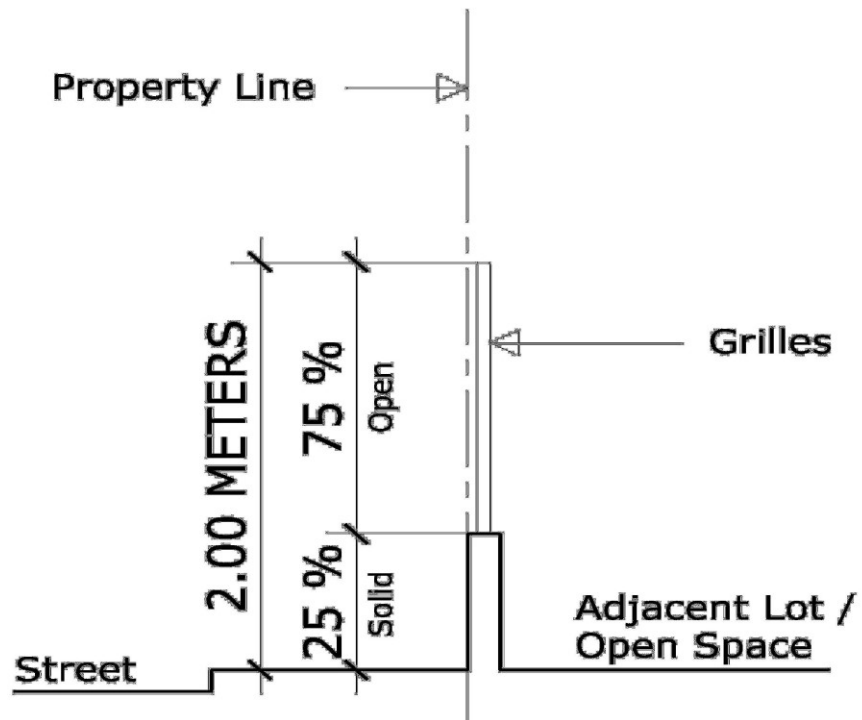
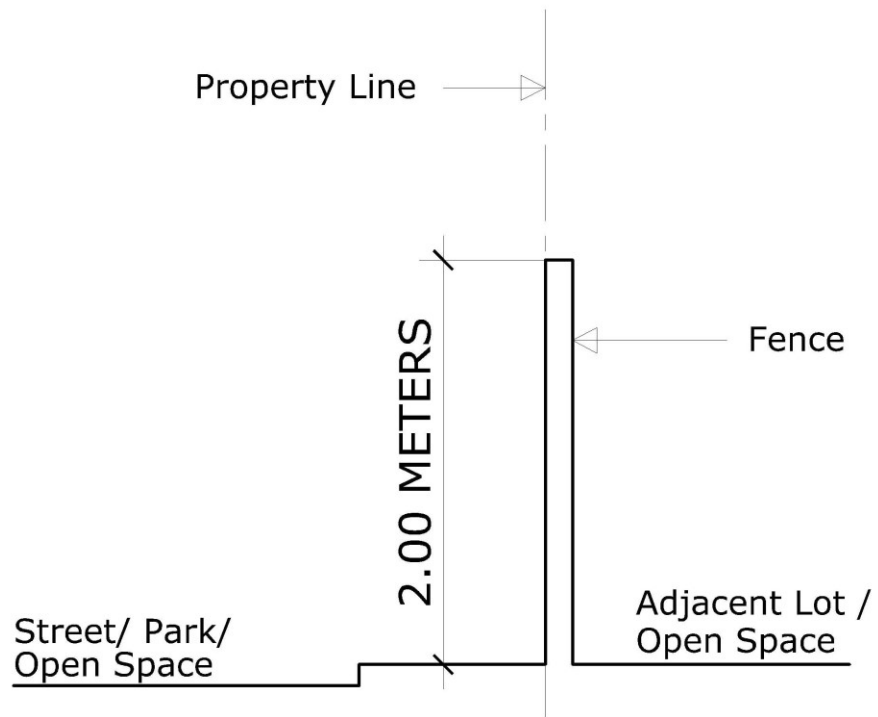


FIGURE-10

DEED OF RESTRICTIONS

- 7.8.3. Fences may be constructed on top of retaining walls provided that the fence shall be no more than 2.00 meters in height measured from the top of the retaining wall to the highest point of the fence. Fences located along the property lines facing a street or park should be constructed of see-through materials.

Recommended Fence Designs:



DEED OF RESTRICTIONS



7.9. Power Generating Sets

- 7.9.1. Installation of power generating sets shall require prior written request of the Declarant and approval of the Association.
- 7.9.2. Power generating sets shall only be used during power outages.
- 7.9.3. All power generating sets must be installed 5.00 meters away from the property line fronting a street and 2.00 meters away from property line of the adjoining Lot. These generating sets, in addition to other installation requirements prescribed by the manufacturers, shall be installed in a separate housing enclosure so as to be screened from public view and minimize any noxious and hazardous effects. Owners are encouraged to use gadgets to minimize noise and fumes. Owners are also fully responsible for any incident caused by the said generating sets.
- 7.9.4. A noise level limit is set at seventy-five (75) decibels as prescribed by government regulations on residential areas.

DEED OF RESTRICTIONS

7.10. Building Plans

All house and building plans and specifications, whether original, revised, amendatory or additional including the corresponding location and landscaping plans, must first be expressly approved by the Declarant or the Association **thirty (30) days** prior to the start of construction.

The Association has the right to refuse entry of materials in the subdivision, to order stoppage/suspension of the construction works; or if construction has been completed, to order removal of the structures at the expense of the OWNER without the necessity of court order and without any criminal and/or liability whatsoever on the part of the company, its officers and employees; if plans do not conform with the structure parameters set by the Association or if any construction begins prior to approval by the Association.

7.11. Unfinished Structures

In the event any structure or buildings shall remain unfinished and not ready for occupancy in accordance with the approved plans within one year from the date of commencement of construction, the OWNER shall be given due notice by the Association to either finish or dismantle the said structure building within a six-month period. For failure on the part of the OWNER to comply with such obligation to either completely finish or completely dismantle the structure/building within the set period. The Association can cause its demolition at the expense of the OWNER.

7.12. Alterations and Improvements on the Association House and Lot Units

Statement of Principle: It is the developer's vision that the beauty of the development lies in the consistency of architectural design/lines of all the units. Therefore any significant alteration or addition which may change this uniform architectural treatment shall not be allowed.

The addition of levels or storeys to the original and existing House and Lots is prohibited. Furthermore, no other building expansions or extensions can be planned within the lot area. This applies particularly, but not only, to the end-units of the various townhouse clusters, condominium clusters, villas and the single-detached units where open spaces were made available for landscaping in support of the predominant architectural scheme.

No alteration of the exterior elevation or exterior appearance will be allowed without prior written approval of Association. Elements of the "exterior elevation" include, but are not limited to the following: fence, roofing, exterior wall, carport façade, overall exterior color scheme.

No alteration or improvement on the house structure and its appurtenances shall be made without prior written approval from the Association. Structural elements as defined herein shall consist principally of column/post as well as the common wall segregating two (2) units. Internal alterations and improvements shall cover, but not be limited to, architectural, plumbing, electrical, and mechanical components.

7.13. Construction on Wrong Lot

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

DEED OF RESTRICTIONS

7.14. Commencement of Construction

Construction of any structure on the lots may commence only after the OWNER has paid 30% of the total contract price of the lot and when house plans have been approved by the Developer or the Association. No house plan shall be approved unless the OWNER pays construction deposit and complied with all requirements stated in Pre-Construction Checklist Form. The amount of the deposit shall be determined by the Association at the time of construction and shall be subject to review from time to time. Said deposit shall be refunded to the OWNER after completion of construction minus whatever damage OWNER may have caused to any of the subdivision facilities and after the Association has been satisfied that all restrictions embodied herein have been complied with by the OWNER. In case of violation hereof, the construction deposit shall be forfeited without prejudice to such other legal action the OWNER or the Association may pursue.

7.15. Auxiliary Structures

Trellises (wood or non-combustible) without any vertical support must conform on the roof line setback requirements. They must not be enclosed with roof and walls extending down to the natural grade line or up to the property line. Columns and support must follow the building line setback.

All other auxiliary structures including, but not limited to gazebos, swimming pools, barbecue pits and playhouses, should follow the building line and roofline setback as specified in Section 7.3. and its sub-sections (on setback and easements).

7.16. Utilities

7.16.1. Water Supply

The developer represents to the OWNER that the water system shall adequately serve their requirements. However, in order to efficiently distribute the water during very high demand periods, the lot owner is encouraged to install an underground cistern or reservoir. Maximum diameter for pipes used BEFORE the water meter is one inch (1"). Water meter must be installed outside of the property fence/gate.

a. Booster Pump

The OWNER should first verify the actual location of utilities prior to planning and should secure all the necessary permits before tapping any utility line. No booster pump shall be allowed in the individual internal plumbing system without a reservoir of adequate capacity between the water meter and said booster pump; and provided further that installation of such booster pump system shall have the prior written approval from the Developer or the Association.

b. Water Tanks

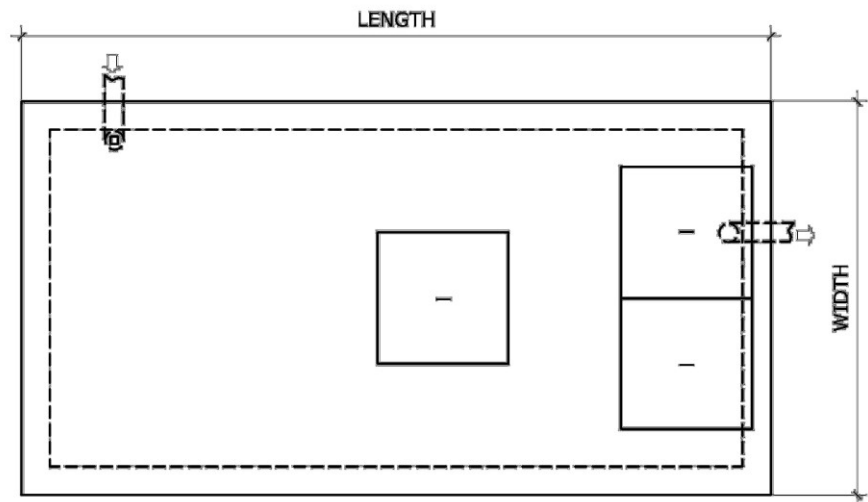
Water Tanks for storage of water may be erected within the lot upon obtaining prior written approval from the Association. Overhead tanks are prohibited. Water Tanks should be properly screened from public view at all times.

DEED OF RESTRICTIONS

7.16.2. Septic Tank

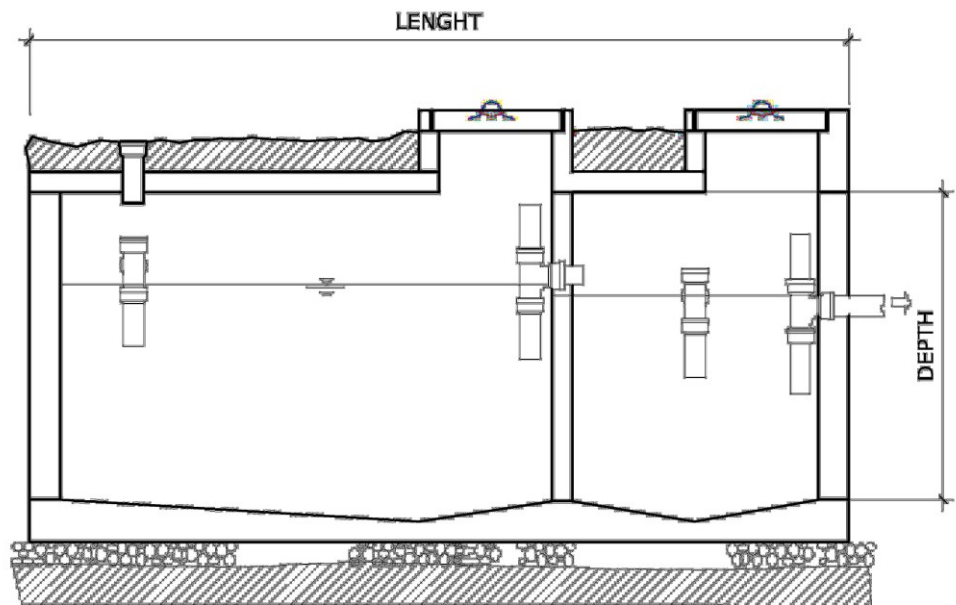
OWNER shall construct/provide for **three-chambered septic vault** (design can be requested from the Developer or the Association), which will be inspected by the Developer or the Association before sealing the said structure. This design is to ensure that the discharge of the sewage will be controlled to protect the environment. Boring through concrete curbs and gutters for tapping of drainage and sewer lines shall not be allowed. *(See Figure-11)*

FIGURE-11



P L A N

FIGURE-11



SECTION

DEED OF RESTRICTIONS

7.16.3. Waste Systems

Grease traps must be provided by the OWNER for the kitchen and the carport. Grease traps must discharge into the Main Drainage System.

All waste water shall be discharged to the septic tank. Discharge from the septic tank will be connected to the combined sewer and drainage system. Water run-off from the house, storm and area drains must be discharged into the subdivision drainage system through the stub-out connection provided by the developer.

Repair costs and/or relocation costs for any drainage, water, road and/or other utilities affected by any house expansion or building of auxiliary structures shall be for the account of the OWNER.

8. Use of Streets

8.1. Institutions

Duly authorized hospital or medical clinics and educational, charitable, religious, civic or political institutions, and recreational/country clubs that may be established or located within the commercial developments shall be allowed to use the streets in the subdivision leading to and from their respective places for their patients, students, teachers, members, employees and guests, provided that access to these places shall be subject to the rules and regulations set forth by the Association.

8.2. Vehicular / Pedestrian Entrances

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

8.3. Concrete Mixing

Concrete mixing shall not be allowed on the subdivision's concrete roads or paved sidewalks. Likewise, materials for concrete mixing (i.e., sand, gravel, cement), other construction materials, or construction equipment shall not be placed along the road as to cause defacing, obstruction or clogging of the drainage system, or damage the sidewalk, curbs, gutters and roadways.

8.4. Motor Vehicles and Car Repairs

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

Six-wheeler vehicles and other larger commercial type of trucks or buses may park for a maximum period of three (3) hours anywhere around the subdivision only for the purpose of loading/unloading goods for delivery. Any other purpose shall be subject to written approval from the Association. It is understood however, that under no circumstance may six (6), eight (8) or ten (10) wheeler vehicles or any commercial type truck park overnight around the subdivision roads and parkways.

The Association shall prohibit car repairs/maintenance work to be done on the streets or anywhere within the subdivision and in homeowner's carports/garage areas especially if these said repairs would involve the possible spillage of oil and other chemicals.

DEED OF RESTRICTIONS

8.5. Subdivision Expansion Plans

The Association reserves the right to expand the property, and as such, utilize any roadway, utilities, and facilities, in the course of its expansion. At the point of the Association, the expanded property may or may not be considered as the same Association or entity handling the original property and may be sold, developed, or alienated separately from this.

8.6. Driveway

8.6.1. All driveways/ramps must have five percent (5%) sideways slope up to the sidewalk and eight percent (8%) slope from the main street up to the main garage with provision for at least one inch (1") drop curb.

8.6.2. The owner shall be responsible in providing driveways/walkways from the curb of the street to the property line of the lot. (see illustration)

9. COMPLIANCE WITH LAWS

The Owner shall promptly comply with all laws, statues, ordinances, rules and regulations applicable to the use and occupancy of the unit, lot or common areas, or the construction, installation and maintenance of any of new or improvement or alteration thereof, as approved by Association.

10. HOUSE RULES

The House Rules shall govern the use of the Common Areas and such other matters in furtherance of the Association as the Developer and/or the Association shall consider necessary for the efficient administration of the project. The House Rules should not discriminate among Owners and should not be inconsistent with this Deed, Articles of Incorporation or By-Laws. A copy of the House Rules, as may from time to time be adopted amended or repealed, shall be delivered to each Owner. Upon such delivery, the House Rules, shall have the same force and effect as if they were set forth in this Deed. Notwithstanding the above, the Association shall ensure that the House Rules, as adopted, amended or repealed, from time to time shall be available for inspection by any Owner upon request. In the event of any conflict between House Rules and any other provision of this Deed, or the Articles of Incorporation or By-Laws, the provisions of this Deed, The Articles of Incorporation or the By-Laws shall control.

11. ANNEXATION OF ADDITIONAL PARCELS

Additional parcels of land or developments thereon, if any, may be annexed to by the Developer without need for consent of the Association or the Owners.

The Developer shall effect such annexation by executing a Supplemental Deed of Restriction, which shall:

- a.) Describe the real property annexed and designate the permissible uses thereof; and
- b.) Adopt and set forth any new or modified restrictions or covenants which may be applicable to such annexed property, and declare that such annexed property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied or improved subject to the provisions of this Deed. Upon execution of such Supplemental Deed of Restrictions, the Annexed area shall become part of Menara Point Subdivisions. As fully as if such area were originally part thereof.

DEED OF RESTRICTIONS

12. TERM AND ENFORCEMENT OF RESTRICTIONS

These restrictions may be modified or changed at any time by the Association when in its sole judgment such modifications or change is necessary.

The Association shall have the right to promulgate other restrictions in addition to restrictions herein set forth; provided that, such additional restrictions do not diminish, amend or change the restrictions as provided hereunder.

The covenants, restrictions, easements, reservations and conditions enumerated herein above have been constituted in favor of the Association and its successors or its assigns, and shall be construed as real covenants which shall perpetually run with the land and bind the OWNER to this lot and his successor-in-interest as part of its controlled subdivision scheme and shall be valid and binding between the parties hereto for a period of fifty (50) years. Restrictions may be added to but not diminished, amended or changed by the Association or by any governing body of the subdivision, provided that the use and occupancy of lots for residential purposes by a single family only shall not be changed and the easement granted in favor of the Association in Section provided herein shall always be respected.

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

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

The Association and its duly authorized representatives shall have the right during reasonable hours of the day and upon due notice, to enter and inspect any building constructed on the lot to ascertain compliance with all the restrictions herein.

Compliance with and/or enforcement of the said restrictions, reservations, easements and conditions maybe enjoined and/or enforced by court action in the courts of _____ Bataan by the Association, its corporate successor and assigns.

13. INTERPRETATION

Where there are appears to be a conflict in the interpretation of the provisions of this Deed, the most stringent interpretation shall be applicable.

DEED OF RESTRICTIONS

14. ACKNOWLEDGEMENT OF RESTRICTIONS, RULES AND REGULATIONS

It is acknowledged that all the foregoing stipulations, rules and regulations consisting of twenty (27) pages are known to the OWNER as Annex C of the Contract to sell of the developer and the OWNER agrees to be bound and shall abide the same.

15. ANNOTATION

This Deed of Restrictions or any amendment thereof shall be duly annotated at the back of the titles pertaining to each lot. In case of amendments or revisions in this Deed of Restrictions or in case of failure to annotate by inadvertence, all lot owners agree to immediately surrender the owner's duplicate of the Transfer Certificate Title of their lot for proper annotation as herein indicated

DEED OF RESTRICTIONS SUMMARY (For Annotation):

Entry No. _____ - DEED OF RESTRICTIONS: THE PROPERTY DESCRIBED IN THIS CERTIFICATE OF TITLE IS SUBJECT TO THE DEED OF RESTRICTIONS ENUMERATED IN THE DOCUMENTS EXECUTED BY EARTH & SHORE LEISURE COMMUNITIES CORP. IN FAVOR OF THE REGISTERED OWNER HEREOF, AMONG THE RESTRICTIONS ARE AS FOLLOWS:

1) THE OWNER OF THIS LOT OR HIS/HER SUCCESSOR-IN-INTEREST IS REQUIRED TO BE AND IS AUTOMATICALLY A MEMBER OF THE INDICATED HOMEOWNERS' VILLAGE ASSOCIATION (THE "ASSOCIATION") IN THE DEED OF RESTRICTIONS. 2) MEMBERSHIP IN THE ASSOCIATION SHALL NOT BE TRANSFERRABLE SEPARATELY FROM THE LOT. 3) THE TRANSFER OR CONVEYANCE OF THIS LOT SHALL AUTOMATICALLY INCLUDE THE TRANSFER AND CONVEYANCE OF MEMBERSHIP IN THE ASSOCIATION AND SHALL COMPLY WITH THE PROVISIONS IN THE DEED OF RESTRICTIONS. 4) THIS LOT SHALL ONLY BE USED FOR RESIDENTIAL PURPOSES. 5) ONLY ONE SINGLE FAMILY HOUSE MAY BE CONSTRUCTED ON A SINGLE LOT. 6) THIS LOT MAY NOT BE SUBDIVIDED.

Conforme:

Signature above Printed Name

Date