

**DEED OF RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS:**

This Deed of Restriction , entered into by and between:

**MCJR REALTY & DEVELOPMENT CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at Rm.222 Athecor Building, Tipolo, Mandaue City, Philippines represented by its President, JEOLIUS A. BACALSO, hereinafter referred to as the “SELLER”

- and -

\_\_\_\_\_

\_\_\_\_\_ hereafter referred to as the “BUYER”.

**WITNESSETH**

WHEREAS, the SELLER is the developer of Vista La Playa Subdivision located at Sitio Bayong, Yati, Lilo-an, Cebu, Philippines and as such provides restriction and/or limitations in the conduct of its affairs and activities within the premises of the said subdivision for the common welfare and benefits among its residents;

WHEREAS, the BUYER undertakes to comply with the terms and conditions state herein for the common welfare and benefits of the residents as well as the general public.

NOW, THEREFORE, for and in consideration of the foregoing premises, covenants, stipulations, the parties hereunto have agreed on the following terms and conditions:

1. **HOMEOWNERS ASSOCIATION.** The BUYER agrees to become automatically a member of the VISTA LA PLAYA HOMEOWNER’S ASSOCIATION, to abide by its rules and regulations and to pay to the Association all dues and assessments duly levied and imposed by the Association. Pending the formal Association, the Homeowners shall elect among themselves Interim Officers to run the affairs and activities of the Subdivision until such time that the Association shall be duly organized and registered and regular officers are duly elected to.
  
2. **USE OF LOTS AND RESIDENTIAL UNITS**
  - a.) The property shall be used exclusively for residential purposes and shall be utilized as a single family dwelling unit.
  - b.) The property cannot be used for any illegal or immoral activities or trade. The parcel(s) of lot shall not be further subdivided, nor rights of way may be created or established thereon without the written consent of the SELLER.
  - c.) In no case shall the property be utilized for the purpose of giving access in going to/from another property, adjoining or otherwise, whether or not owned by the BUYER, which is not part of the subdivision project developed/owned by the SELLER, its affiliates or subsidiaries.
  - d.) No animals outside of households pets shall be raised or maintained by the BUYER within the lot premises.
  - e.) Advertising signs of whatever type shall not be erected, constructed or place on the lots. Name-plates and professional signs of the homeowners shall however be allowed provided they shall not exceed 80cm. x 40 cm. in size.
  
3. **EASEMENTS.** The property is subject to an easement as provided by Law for the purpose of drainage, sewerage, water and other public facilities as may be necessary and desirable; and the BUYER shall permit the authorized representative of the SELLER or its assigns, the Association or the public utility companies to have access thereto for the purpose for which the easements are created.

4. **WALLS, FENCES AND VEHICULAR ENTRANCES.** Walls on the perimeter of the property shall not exceed 1.8 meters or 6 feet in height, measured from the original ground level. No vehicular entrances or exits shall be allowed along curves and intersections. It shall become the responsibility of the BUYERS to restore at his own cost whatever damage that may be sustained on the subdivision facilities by reason of the introduction of any improvements within his property.
  
5. **ELECTRICAL, WATER AND DRAINAGE SYSTEM**
  - a.) Each buyer or unit owner shall apply to the electrical utility company for said facilities and shall pay the bills for his electrical consumption, electrical consumption for the common benefit and/or use shall be for the account of the Homeowners Association, funds for which shall be collected from its members.
  
  - b.) Each buyer shall likewise apply with the water district for its water connections and shall pay the bills for his water consumption.
  
  - c.) Installation of drainage system outside the BUYER'S property which is separate and independent to the drainage system provided for the SELLER is strictly prohibited.
  
6. **ROADS.** The roads within the subdivision shall not be used as access or way to or from adjacent subdivisions or lands. IN such cases, the BUYER or Homeowners Association cannot grant any right of way over the said roads to any person unless there is a written consent of the SELLER. All the vehicles passing through the subdivision roads should have a speed rate as indicated in the traffic signs provided.
  
7. **IMPROVEMENTS, ALTERATIONS, AND REPAIRS.** No repairs, alterations and/or introduction of improvements in part or in whole shall be allowed on the housing unit/lot until such time that the HOMEOWNERS ASSOCIATION shall have come up with guidelines in regard thereof. For this purpose, any repair, alterations and/or introduction of improvements on the unit/lot shall be made only upon the written consent and approval of the HOMEOWNERS ASSOCIATION.
  
8. **TERMS OF RESTRICTIONS.** This Deed or Restriction shall be enforced judicially by the SELLER, or the Homeowners Association. In case of violations of the foregoing restrictions or delinquencies in the payment of fees of whatever nature due from the BUYER, the parties hereto hereby agree that the SELLER, without need of court order, may cut or disallow any facilities, cause the removal or demolition of structures constructed in violation of this Deed of Restrictions and do all acts to enforce the terms hereof and pursuant hereto. The BUYER hereby irrevocably appoints and names the SELLER through its duly authorized representative(s) to do and perform the foregoing acts to enforce this Deed of Restriction.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this \_\_\_\_\_, at the City of Cebu.

MCJR REALTY & DEV. CORP.  
Seller

\_\_\_\_\_  
Buyer

By: \_\_\_\_\_

With my consent:  
\_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_