



**Pulu Amsic Lot-Owners Association, Inc. (PALA)**  
***Pulu Amsic Clubhouse, 2nd Floor Conference Room***  
***Pulu Amsic Subdivision, Angeles City, Pampanga 2009***  
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## **Pulu Amsic Lot-Owners Association, Inc Regulations**

### **OCCUPANCY AND APPEARANCE**

1. All homes, leased or owned, may be occupied only by a **single family unit exclusively** for residential purposes. This is defined as the principle lessee or owner, spouse or companion, children of the aforementioned, housekeepers, caregivers and actual full time family drivers. Boarders, Bed Spacers and unrelated occupants are not allowed to share the dwelling, nor can any portion of the premises be subleased to another party.
2. **ALL** homeowners that rent their property or property's **MUST** register their renters before the renter's moves in and the length of the lease. To **INCLUDE** name of person on the lease, persons living in the leased property. Homeowner's dues must be paid in full for the length of the lease up to one year. Dues can be paid by the renter or the homeowner. Each renter **MUST** get a copy of the PALA regulations and sign each page of the regulations.
3. Homes shall be used exclusively for residential purposes only. Address plates are must be affixed to the house with a minimum of Block and Lot number on the Main entryway or the carport. They may be up to 30 x 60 centimeters in size.
4. All residences should be kept in good repair. The exterior of the residence should have an appearance harmonious with the surrounding buildings and landscaping.
5. Grass and trees within the properties and adjoining sidewalks should be kept clipped and trimmed by the lessee or homeowner. Any either case the homeowner will be **responsible.**
6. The management of **PALA** will undertake yard and gardening work on properties with untrimmed lawns within (7) days of formal notice to rectify. Cost to the resident will be in the amount of one thousand (**1,000.00 Php**) pesos for each undertaking.
7. Lawn mowers, power grass cutters and other equipment which create noise (more than 85 dB's) may only be used between 8:00 am. and 5:00 pm., Mondays to Saturdays, so as not to disturb neighbors. To include power generators for power outages will be of the kind that are quiet as to not to disturb their neighbors if operated after 11 pm to 6 am. Generators must be properly installed.

## VEHICULAR / PEDESTRIAN ENTRANCES and PEACE AND ORDER

1. All entrances for vehicles and pedestrians leading to the subdivision shall be jointly designated to **(PALA)** in accordance with the approved subdivision plans.
2. No vehicular entrances or exits shall be constructed on the street curves of the road intersections. No vehicular or pedestrian entrances or exits shall be allowed on lot boundaries adjoining the subdivision's perimeter.
3. Any portion of the road may be closed temporarily during emergency repair works on the roads, water lines or any other utilities by **(PALA)** for the benefit of the community.
4. ALL vehicles must be properly muffled, prior to entry into Pulu Amsic subdivision. All vehicles without adequate mufflers will not be allowed within Pulu Amsic.
5. In order **NOT** to restrict vehicular access, especially for emergency transport, overnight on-street parking of resident's motor vehicles is not allowed unless the resident's carport or driveway is unable to accommodate more vehicles. If resident's motor vehicles must be parked in the street they must be parked inside the homeowners lot lines, within 6 inches or 15 cm of the curb. For safety reasons, tricycles, motorcycles and motorbikes may not be parked on the street during the hours of darkness.
6. Speed Limit inside Pulu Amsic is set at **20 kph** for the safety of all concerned. To help enforce this limit, speed bumps have been placed at strategic points on all Pulu Amsic roads to help control speed in the subdivision.
7. HORNS may only be used in emergency situations. Please do not honk to announce arrival or to obtain clear passage from pedestrians or children or to get someone to open your carport gate.
8. Party's held at homes from Sunday's to Thursday's should end all loud noise and music at 10:00 pm. Friday's and Saturday's should end all loud noise and music at 11:00 pm... Please keep the volume at a reasonable level. After 10:00 pm, in consideration of other residents, music should be turned down to a minimum while karaoke machines must be inside and should be altogether be turned off after these hours Per the Angeles City Ordinance
9. FIRECRACKERS and fireworks during the Holiday Season are allowed only under strict adult supervision and the understanding that any and all damage caused by these pyrotechnics to property will be for the account of the homeowner or lessee concerned. Cleaning up afterwards will also be the responsibility of the involved party. Per the Angeles City Ordinance

## **PET REGULATIONS**

1. In the interest of public safety, only domestic pets (dogs, cats, aquaria, and birds) are permitted. Farm animals, zoological specimens or endangered species are not allowed, including monkeys, rabbit and chickens.
2. For the protection of both residents and their pets, Pulu Amsic rules require that all household pets, especially dogs, always be confined within the leased or owned premises or put on a leash. Loose pet owners will be fined.
3. Cats must have a collar on at all times, with identification on them.
4. ALL stray cats and dogs will be rounded up to be removed for the subdivision for the safety on all homeowners.
5. Abuse of, cruelty to, and killing of any bird or animal is strictly prohibited within Pulu Amsic.
6. Unnecessary incessant barking, which disturbs neighbors, must be avoided at all times.

## **COMMUNITY FACILITIES**

The community facilities, structures and other common areas in the various subdivision and / or housing projects of **PALA**, Inc. (hereinafter collectively referred to as Projects) were constructed and / or installed for the use and enjoyment of the homeowners therein and their guests. This is in fulfillment of **PULU AMSIC's** commitment to provide homeowners with the comforts and conveniences of modern day living.

To ensure proper and orderly usage of such facilities, structures, common areas and other public places and for the trouble, long lasting operations and effective maintenance thereof, the following rules and regulations hereinafter referred to as the **RULES**, are hereby promulgated. **Members of Good Standing-** A member in good standing is one who complies faithfully with all the duties and obligations of a member as determined by the board of directors. Up to date on any fees and dues.

## **GENERAL GUIDELINES**

1. These **RULES** shall apply to and cover all **PALA** subdivision, housing and other similar projects. However, deviations from and/ or amendments to any of the provision herein may be adopted by **PALA** to suit needs of or condition in particular projects.
3. For the purpose of this **RULES**, the following terms, as defined, shall be adopted:
  - a. **Community Facilities:** Those structures and/ or amenities situated in more or less enclosed areas. Where provided, these shall include the clubhouse complexes consisting of the clubhouse structure itself and its ancillary facilities such as multi-purpose hall, function rooms,

specialty / coffee shops, bars, saunas, gyms and/ or game rooms; sports facilities such as basketball courts, Tennis courts, volley courts, swimming pools, Jacuzzi/whirlpool spas, and Putting green; pavilions chapels or ecumenical centers, and similar structures.

**b. Common Areas :** Where provide, these shall include amenities located in more or less open spaces, such as parks, open playgrounds, picnic areas jogging / biking/ hiking / trails or paths lots, entrance gates / plazas and other similar areas.

**c. Homeowners:** Any person, including the immediate members of his/her family registered with the Association, who owns and who actually resides in the Projects, or lessee to whom the owner has assigned his/ her rights, privileges and obligations, provided that the owner shall remain to be jointly and solely liable with the lessee for any violation of these **RULES**.

**d. Lot owner:** Any person, including the immediate members of his/her family registered with the Association, who own a vacant lot in the Project.

**e. Lot buyer:** Any person who has an outstanding Contract to sell on any lot in the project.

**f. Guest:** Non- residents in the Projects who are invited therein by the Homeowner, Lot Owner, Lot buyer, or **PALA**.

**g. RENTER:** Any person or family that leases a home in Pulu Amsic Subdivision.

**h. Association:** The duly-established and registered Village / Homeowners Association of the Project, organized by **PALA**. And registered with the Home Insurance and Guaranty Corporation.

**4. PALA** shall retain full ownership of and control over all the community facilities and common areas, aside from the roadways, bridges, other public through fares, and the water supply system until its turn over such public facilities and/ or structures, at its sole discretion, to the Association or the local government as the case may be. In the meantime, **PALA** may allow the Association to manage, with proper arrangements and under specific terms, the operation and maintenance of any or all of these public facilities and structures.

**5.** Only the following are allowed to use and available of the community facilities and common areas:

- a.) Homeowners,
- b.) Lot owners,
- c.) Lot buyers,
- d.) **PALA**,
- e.) Guests. Guest should be accompanied by his / her host or sponsor.
- f.) Renters

**6.** Association members intending to use any of the community facilities must present their **Members Privilege Cards** or, in the case of **PALA** personnel, their Identification Cards upon entry. Common areas may be used without the need for said cards, although the guards on duty may, for security reasons or for identification purposes, request the user to show his / her card.

7. The community facilities shall be open from 6:00 a.m. through 9:00 p.m. daily including Sundays and holidays, except for any schedule maintenance work or emergency repairs, or when the said facilities are reserved for exclusive use. Subject to changes by the Board of Directors.

8. Any of the community facilities may be reserved for **exclusive** use by any qualified user, subject however to the prior approval of **PALA**. Exclusive usage from 8:00 a.m. thru 11:59 pm on Mondays to Friday's and from 6:00 P.M to 11:59 pm on Saturdays, Sundays and Holidays. Request for the **exclusive** use of any of the community facilities must be filed with the **PALA** office at least one (1) week before the intended use, together with the payment of the prescribed fees. Approved reservations may be canceled at least two (2) days before the schedule date; otherwise 50% of the reservation fee shall be forfeited to **PALA**.

9. Corresponding fees and rates shall be charged by **PALA** for the use of the community facilities, such fees and rates to be posted at the clubhouse and Pavilion and subject to change from time to time. Payments for the use of the community facilities may be made at the site at the main office of **PALA** through duly authorized personnel.

10. Users of the community facilities and common areas are all enjoined to behave and conduct themselves properly at all times and to always maintain public conscientiousness.

The following are some of the general regulation governing conduct and behavior within the community and common areas:

- Whenever prescribe, the appropriate dress code shall be complied with strictly. Except in the swimming pool area, jacuzzi and sauna, everybody is required to wear complete clothing in public places. Bare upper torsos are strictly prohibited.
- The use of or indulgence in narcotics and prohibited drug and substances is strictly disallowed
- Possession and/ or use of firearms and other deadly weapons in any public place is strictly prohibited.
- Gambling in public places, except in closed game rooms if provided, is strictly prohibited
- Throwing or leaving garbage, trash and litter in public places is disallowed. Unauthorized posting of bills, placards, streamers, and banners, or painting or writing on walls of public structures, or the willful destruction of public property and other similar acts of vandalism are likewise strictly prohibited.

11. **PALA** reserves the right to deny entry to and / or disallow usage of any or all of the community facilities and common areas to any person suspected or found to cause public danger or nuisance, and to eject using reasonable force if necessary, any person who refuses to comply with this **RULES** or who creates trouble or public disturbance.

12. **PALA** further reserves the rights to file appropriate charges against any person for any unlawful behavior, act or deed, and to charge to the particular offender the cost of litigation as well as any and all damages arising from the offense committed, including but not limited to the cost of repair or replacement of damaged / destroyed / lost community property.

13. All users of the community facilities and common areas are advised to properly safeguard their respective personal belongings and to judiciously take care of their children. **PALA** shall not be liable for any loss of or damage to any private belongings or property or for any injury to or death of any person using the community facilities and common areas.



## USE OF SWIMMING POOLS

1. Fully paid up members and their immediate family are allowed to use the swimming pool. A maximum of 4 guests are allowed per member. The swimming pool and surrounding area is reserved for use of members and their guests only.
2. Please obey all lifeguard instructions; failure to do so may result in patron being asked to leave. When no lifeguard is present, ***pool maybe used but it is swim at your own risk.***
3. Proper swim attire is required. No street clothes, cut-offs, denim shorts, or thong bathing suits are permitted in the pool area. **No Cotton shirts are not allowed in the pool.**
4. All persons using the swimming pool must take a shower before entering the pool enclosure. Persons having open blisters, cuts, etc... are advised not to use the pool.
5. Food and drink are not allowed in the pool facility, except for water in unbreakable containers.
6. No running in the pool area.
7. No pushing, shoving, horseplay, or inappropriate behavior is allowed.
8. No diving into the shallow end of the pool.
9. Backward dives and flips are not allowed.
10. No hanging on lane lines, ropes, or rails.
11. Children, who are not toilet trained, must wear swim diapers.
12. Individuals who cannot swim are only allowed in the shallow end.
13. The pool will be closed for maintenance occasionally.
14. Children under the age of 13 years old must be accompanied by a parent /guardian at all times. All children under 13 years of age must be accompanied in the water by a parent/guardian at a ratio of one parent/guardian to four children. Children who cannot swim must be within an arm's reach of a parent /guardian and remain in the shallow end. There must be one parent /guardian per each child who cannot swim.
15. Only service animals permitted in Pool Area, all other pets are not allowed.
16. Inner tubes and rings are not allowed for use by non-swimmers.  
Glass containers are not allowed in the Aquatic Facility or on the outside patio.
17. Swim lessons / personal training by authorized OCR personnel or by authorized groups only.
18. Gum and Band-Aids must be deposited in the trash cans before entering the water.
19. Glass, sharp objects, or any other items which might cause injury or accidents shall not be allowed in the pool or pool area.
20. Spitting, spouting water, blowing the nose, or discharging bodily waste in the pool is strictly prohibited.

### **LITTERING, TRASH AND CLEANLINESS.**

1. The lots and homes must be kept clean, sanitary and free from objectionable odors.
2. Homeowners shall assist in keeping the outside common areas clean.
3. No littering of papers, cigarette butts or trash is allowed anywhere in the subdivision. As homeowners you are responsible for ALL of your domestic helper as in drivers, yard people, and house-girl.
4. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Garbage is to be placed inside appropriate containers with a lid should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis.
6. Furniture must be kept inside the unit. All personal belongings must be kept inside the unit, or in storage areas approved in writing by Landlord/Manager. Any items outside the unit (unless approved in writing) are subject to removal by Landlord/Manager. Tenant may be charged for the cost of removal.
7. Articles are not to be left in the hallways or other common areas.
8. Clothing, curtains, rugs, etc. shall not be shaken or hung outside of any window ledge or balcony.

### **USE OF PLAYGROUNDS AND OTHER COMMON AREAS**

1. The use of playgrounds and parks, picnic areas, jogging/biking/hiking trails and other common areas is open to all qualified persons and is free. No public gathering, meeting or party is however allowed in any of these open areas.
2. Destruction of plants and trees, including grass, or picking of fruits and flowers in common areas are strictly prohibited unless the prior approval of **PALA** is secured.
3. The playground are principally for children 12 years old below. Adults are advised to refrain from excessive use of the playground equipment and facilities to ensure long lasting operation.
4. Children below 7 years old shall not be allowed to use the playground equipment unless accompanied by adults. Older children should however be preferably accompanied likewise by adults for their own safety.
5. Parking of vehicles is allowed only in the duly designated parking lots or areas parking at the entrance gate or plaza is strictly prohibited.

## DUES, FEES AND OTHER CHARGES

A one-time member's **Members Privilege Card P100.00** shall be paid by the house and lot buyer upon filing his/ her application for membership in the Association, such amount to cover the cost of proceeding of the application, I.D. card and a copy of the Regulations.

All live-in housekeepers, gardens, etc. will have I.D. cards (cost 100 PHP) it is the lot-owners responsibly to make sure they follow the Deed of Restrictions and if their employment is terminated, the lot-owner will take their I.D. card to be turned into the PALA office within 3 days.

The board may impose penalties and surcharges on any delayed payment of members' dues or any unpaid accounts of the member. It may likewise disallow any member with unpaid accounts from use of Association services and / or entitlement to any membership right or privilege. Any unpaid account, including penalties and surcharges, whether for Association dues or for the use of community facilities, shall constitute a lien on the property of the member, subordinate only to liens of the government and voluntary mortgages. Defaulting members shall likewise be liable for the cost of suit, Attorney's fees, and damages in the event of litigation necessitated enforcing compliance with their obligations.

## REVOCATION OF MEMBER'S PRIVILEGE CARD

Willful and or blatant violation of this **RULES**, as well as other rules and regulations that **PALA** may promulgate from time to time, shall be sufficient and justifiable grounds for the revocation or suspension of the member's **Members Privilege Card**. Non- payments of fees or charges shall likewise constitute a valid ground for the revocation or suspension of the said card.

## LIABILITY FOR IMPROVEMENTS:

1. The **BUYER** or its successor-in-interest shall pay for any improvement on the land which he wishes to introduce for his own convenience.
2. The **BUYER** or its successor-in-interest shall pay any improvement on the land which may be required by the government or other competent authority and in case (**PALA**) and subdivision landowners are compelled to make such improvements by reason of the inability of the **BUYER** to comply with such requirements, the latter shall reimburse (**PALA**) and subdivision landowners for the costs and expenses incurred plus interest rate of **24% interest per annum**.

## Violation Policy and Fine Schedule Resident's and Tenant's

The Pulu Amsic Lot-Owners Association, Inc has established the following Enforcement Policy for violations, enforcement, and any applicable monetary penalties for continued violations. This policy will be deemed part of the Pulu Amsic Lot-Owners Association, Inc Regulations and is subject to amendment or modification at any time by majority vote of the Board.



### **First Notice**

A Warning Letter will be delivered to the Owner of the property outlining the violation and, if appropriate, given a time frame for compliance. In the event that the Owner of the property can be identified as an absentee Owner, a copy of the violation letter will also be sent to the tenant at the property address.

### **Assessment of Initial Monetary Penalty**

The Association will assess a monetary penalty according to the Fine Schedule if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation, or the violation has been repeated within the time frame of the First Notice. All penalty notices may be sent direct to the homeowner and signed for or via regular or certified mail. The homeowner will be responsible for a certified fee added to the penalty.

### **Assessment of Additional Monetary Penalties**

After the imposition of the Initial Penalty, additional penalties may be imposed upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation is repeated or has returned. Additional monetary penalties will be imposed after inspections have been conducted to coincide with the terms of the notices. Should a period of at least one year lapse between violations letters of the same offense, the next letter will be a First Notice again.

### **Exception of Notice Procedure**

Violations posing a threat to the health, safety, and/or welfare of the community as a whole or any one or more other Owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or tree blocking the road or drivers' lines of vision.

### **Right of Self-Help**

The Pulu Amsic Lot-Owners Association, Inc has the right (but not the obligation) to enter the Owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association. The Association may seek to recover reasonable attorney fees and court costs associated with any penalties or damages assessed.

### **Opportunity to be heard**

The Association recognizes each Owner's right to explain the reasons why there is a violation of the By-Law, and/or Deed of Restrictions, particularly if the violation results in a monetary penalty. Before any penalty is assessed, an Owner has the opportunity to request a hearing before the Board of Directors. The Owner must provide timely written request for a hearing. If the hearing is scheduled, the Owner is bound by the decision of a majority of the Board.

**1. Property alterations and/or improvements made without approval:**

- A. First notice: Warning Letter (10 day compliance unless otherwise stated in Letter)
- B. Second notice for same violation: php 2500 (30 day compliance unless otherwise stated)
- C. All subsequent notices for same violation: php 3000 (monthly)

**2. Repair and upkeep of property:**

- A. First notice: Warning Letter (10 day compliance unless otherwise stated in Letter))
- B. Second notice for same violation: php 1500 (30 day compliance unless otherwise stated)
- C. Third notice for same violation: php 2500 (30 day compliance unless otherwise stated)
- D. All subsequent notices for same violation: php 4000 (monthly)

**3. Parking violations in excess of one day (including, but not limited to, storing any recreational vehicles, trailers, commercial vehicles, boats, motorcycles, or unlicensed or non-operational vehicles, parking on unpaved surfaces, and overnight parking on streets):**

- A. First notice: Warning Letter
- B. Second notice within twelve consecutive months: php 500
- C. All subsequent notices within twelve consecutive months: php 1,000 each

**4. Garbage improperly stored:**

- A. First notice within twelve consecutive months: Warning Letter
- B. Second notice within twelve consecutive months: php 500
- C. All subsequent notices within twelve consecutive months: php 1,000 each

**5. Unauthorized signs placed on homeowner's property or on common area within the Pulu Amsic Lot-Owners Association, Inc (including real estate or garage sale signs)**

- A. First notice: Warning Letter
- B. Second notice within twelve consecutive months: ₱ 500
- C. All subsequent notices within twelve consecutive months: ₱, 1000 each

**6. All other minor violations (those involving only the homeowner):**

- A. First notice: Warning Letter (will include time limits for Correction of violation, if appropriate)
- B. Second notice within twelve consecutive months: php 500
- C. All subsequent notices within twelve consecutive months: php 1,000 each

**7. All other significant violations to include speeding; (those affecting the safety or aesthetics of the community):**

- A. First notice: Warning Letter (will include time limits for correction of violation, if appropriate)
- B. Second notice within twelve consecutive months: php 1,000 each
- C. 3rd and 4th notices within twelve consecutive months: php 2,500 each
- D. Subsequent notices within twelve consecutive months: php 5,000 each

Depending a level of violation 2<sup>nd</sup> or subsequent notices can include banning of responsible vehicle or person from subdivision.