



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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PALA CONSTRUCTION AND CONTRACTOR'S Regulations

BONDS SCHEDULES

1. NEW CONSTRUCTION

FOR OWNER:

- A. Construction Bond** - (Refundable if is no violation of the Deed of Restrictions. It will be returned within 30 days without interest if there is no violation in the Deed of Restrictions.)
PHP 30,000 — for lots less than 250 square meters
PHP 50,000 — for lot sizes of more than 250 square meters, to include one house on more than one lot.
- B. Processing fee** (Non- refundable)
PHP 2,000 per Construction. To include inspection of plans and site.
- C. Construction / Security Fee / Road Use Fee /Flat Fee** (Non- refundable)
PHP 12,000 for lots less than 250 square meters and
PHP 15,000 for lot sizes of more than 250 square meters, too include one house on more than one lot. Must be paid before construction starts.
- D.** This bond is only valid for a 12 month period. If Construction takes longer than 12 the bond must be renewed.
- E.** Refundable portion of the Owners Construction Bond will be refunded within 30 days upon **PALA** approval.

FOR CONTRACTOR:

A. Contractor's Bond

PHP 30,000 — for lots less than 250 square meters

PHP 50,000 — for lot sizes of more than 250 square meters, too include one house on more than one lot.

This bond is only valid for a 12 month period. If Construction takes longer than 12 months the bond must be renewed. Refundable portion of the Contractor's Bond Construction Bond will be refunded within 30 upon **PALA** approval.

- B. If the Owner is both the Contractor and the Owner they will put up both bonds. (I.e. Construction Bond and the Contractor's Bond)

2. **MAJOR RENOVATION / ADDITIONAL CONSTRUCTION:**

(3 month period or less)

A. Construction Bond - (Refundable if is no violation of the Deed of Restrictions)

PHP 25,000 — for additional structure / extension exceeding 20 square meters total floor area; Major change in the outside look or renovation of the entire house (interior or exterior) Refundable portion of the Owners Construction Bond will be refunded within 30 days without interest of **PALA** approval.

FOR OWNER:

B. Processing fee (Non- refundable)

PHP 2,000 per major Renovation / additional Construction. To include inspection of plans and site.

Note: The Construction Bond guarantees that the construction / renovation / repair work in the residence of a homeowner is strictly in accordance with the plans and specifications / scope of construction / renovation / repair work, the construction bond shall be forfeited in favor of PALA. If during the repair / minor renovation work there is existing Deed of Restrictions violation(s), the owner will sign a letter that he / she will rectify the existing Deed of Restrictions violation when he / she will do a renovation / additional construction in his / her house. PALA has the right to inspect all plans and building site at any time.

PLANS PROCESSING REQUIREMENTS:

1. **ONE** (1) set of plans (blueprints) with: Topographic plan indicating contour lines, existing trees, drainage box, sewer manholes, post and other structures with signature and seal of a Geodetic Engineer. Copy to be on file on 11" x 17" paper in the PALA office.
2. Signature of the registered owner on all sheets. If the owner is under a Corporation or a Company name, the signatory must be duly authorized by the board of Directors through a Board Resolution. (Notarized)

3. Signature and seal of Architect, Civil or Structural Engineer, Sanitary Engineer, Electrical Engineer and Mechanical Engineer on their respective plans.
4. Reflect the property lines in all Architectural and Structural plans.
5. Photo copy of the Transfer Certificate of Title or photo copy of the notarized Deed of Sale, if the property is newly acquired.
6. All workers MUST have an **NBI clearance** or **PNP clearance** to get there workers I.D. which is required to work in Pulu Amsic Subdivision.
7. One set of Bill of Materials.
8. Timeline of construction.
9. Toilet ramps and dust cover must be presented before PALA building permit will be issued.

OTHER REQUIREMENTS:

1. **PALA Regulations** duly signed by the registered owner on all pages.
2. Construction Bond Undertaking duly signed by registered owner.
3. Contractor's undertaking duly signed by the contractor. In the cases where the Construction is administered by the owner, the owner shall sign the document and pay the corresponding amount due for the contractor.
4. Updated payment of the Association Dues and dues paid in full thru the expected completion date of the building project.
5. Contractor's business address, with proof. i.e. Electric bill

USE OF LOTS and/or ROADS:

1. The lot shall be used exclusively for **residential purposes only**. Only one (1) single family housing unit shall be constructed on a single lot (s). In any case the lot shall not be used for any immoral or illegal trade or activity. Homes will **NOT** be sub-leased for short periods; sub-lease must be at least one month in length. **No commercial or industrial activity** may be conducted by the lot owner, nor can advertising signs (not to include FOR SALE or RENT signs, these can be no larger than 1.5 meters by 1.5 meters) be erected or posted within the subdivision. **BUYER** shall under no circumstance use or allow the lot to be used as a right of way or access to any adjoining property.
2. Lots are subject to an easement or setback from the property line to the building line as follows;

	LOTS 250 SQ. METERS or LESS	LOTS 251 SQ. METERS or LARGER
Interior Lots	Ground Floor	Ground Floor
Both Sides	2.00 meters from the property line	2.00 meters from the property line
Rear	2.00 meters from the property line	2.00 meters from the property line
Front	3.00 meters from the property line	3.00 meters from the property line
Interior Lots	Second Floor	Second Floor
Both Sides	1.5 meters from the property line	2.00 meters from the property line
Rear	1.5 meters from the property line	2.00 meters from the property line
Front	2.5 meters from the property line	3.00 meters from the property line
Corner Lots	Ground Floor	Ground Floor
Rear	2.00 meters from the property line	2.00 meters from the property line
One Side	2.00 meters from the property line	2.00 meters from the property line
Sides fronting the street	3.00 meters from the property line	3.00 meters from the property line
Corner Lots	Second Floor	Second Floor
Rear	1.5 meters from the property line	2.00 meters from the property line
One Side	1.5 meters from the property line	2.00 meters from the property line
Sides fronting the street	2.5 meters from the property line	3.00 meters from the property line
The Roof Line for all:	Side; 1.0 Meters	Front; 2.0 Meters

3. Carport may be extended into the front setback. The roof of the carport may be used as a balcony as long it is not fully enclosed. (I.e. not enclosed with bricks or cement blocks.) This balcony area may have a roof as long as it is in keeping with the Deed of Restrictions. Carport cannot be longer 7 meters. 7 meter apply for the firewall. In NO WAY will this enclosure add to the total sq. meters of the houses living area covered area of the balcony **MUST be 1.0 meter** or greater from the property line.

4. Balcony's will be no closer than one **(1.0)** meter to the property line and will not allow rain run-off to fall outside the lot lines if covered this must follow the above setbacks on all sides for the cover.

5. Dirty kitchens can only be in the setback area if, it is not permanent and as long it is NOT fully enclosed. (I.e. not enclosed with bricks or cement blocks.) This area may have a roof as long as it is in keeping with the overall look of the house and rain run-off does not run into next door lot or lots. The dirty kitchen can only be on one side of the house, with a maximum length of three (3.0) meters. If covered the Dirty kitchen cover cannot be higher than perimeter wall, two (2.0) meters on the wall side. But may be higher on the house side.

a. If two house have adjoining carports with balconies than the maximum height of the firewall between the two adjoining carports may be four and a half (4.5) meter high but must be finished (i.e. plastered) on both sides.

6. The **BUYER** agrees to admit to the lot premises representatives of the **PALA** to carry into effect the purposes for which the easement is created, to inspect and relocate monuments, and likewise to admit representatives of the **PALA** and / or public utility entities to install or lines for light, telephone or water and other like facilities.

7. No construction or repair materials, trash or debris may be deposited, dumped or stockpiled on any lot, roads, open spaces or sidewalks without (**PALA**), permission.

8. No soil, stones or gravel shall be taken from the subdivision or the lot purchased, unless it is required for building and if no other place is useable on the owner's lot.

9. No one is allowed to mix concrete directly on the subdivisions concrete roads or paved sidewalks or on vacate lots.

10. Under no circumstance shall the **BUYER** use the subject lot to construct, operate or maintain any fighting cock birds poultry, piggery or stable for keeping horses, cows, carabaos, goats, and other animals either for personal or commercial purposes nor shall the **BUYER** keep or cause any obnoxious, toxic, poisonous substances and materials with in the premises.

11. The maximum height of concrete wall fence (firewall) must not exceed 2 meters from curb level. No firewall fencing of the lot will be allowed without the simultaneous construction of the house, nor the construction of temporary shelter for

any purpose. **All inside and outside walls (firewalls) will be of the minimum finished type (no single brick) showing thru. No barbwire is aloud anywhere on the lot, including but not limited to walls / fences.**

12. Adjacent lot cannot be temporarily use by the buyer for any purpose even with prior consent of the owner. Permission to use adjacent lot for Construction Stockpile must have both parties sign and file with PALA the Construction Stockpile form and pay the association bond.

13. The grass on the lot shall at all times be kept cut and trimmed to reduce fire hazards on the adjacent property. For this purpose, **(PALA)** is permitted to cut and trim the grass at any time.

14. The parties hereby agree that the roads and the lot purchased in the subdivision are made available to the **BUYER** and members of his/her family and guests for use as such in accordance with the approved subdivision plans and subject to the **Deed of Restrictions** but not otherwise to gain entry to and / or exit from the subdivision and to have access to properties beyond or adjoining the subdivision, be it belonging to said **BUYER** or other persons. If the buyer violates this particular provision of the **Deed of Restriction**, **(PALA)** shall be entitled to exercise or avail of any and / or all the following rights or remedies.

15. Issue notice and enter the property without need of court intervention and any criminal/civil liability whatsoever on the part of the said developer / landowner and closed / restore the opened perimeter fence at the buyers expense.

16. Issue notice and rescind / cancel or terminate the contract extrajudicial and forfeit all payments made on the lot purchased and take possession of the property including all improvements made if any, if the title of the lot was already transferred to the **BUYER**, **(PALA)** and / or the subdivision's Landowners (**SL**) compel the buyer to reconvey the title of the lot purchases subject only to fifty percent (**50%**) of whatever the Buyer has paid on the principal amount paid on the lot. The other fifty (**50% percent** shall be forfeited in favor of the seller as liquidated damages.

17. Institute court action for the violation of this particular provision of the Deed of Restriction in order to close/restore the opened perimeter fence at the Buyers expense including the cancellation/termination the contract and / or the conveyance of the title of the lotto seller already transferred to the Buyer. And this prohibition does not apply to **PALA** who shall have the right to create right of way within, beyond or adjoining the subdivision to gain or give access to adjoining subdivision or properties.

BUILDING AND ARCHITECTURE:

1. **Prior** to the start of any construction on the lot, the **BUYER** shall first secure a clearance or permit from **PALA** if the facilities / amenities had already been turned over to the latter. The proper building permit must also be secured from the municipal / city government prior to the construction of any building or any subsequent additions thereto. No construction or fencing shall likewise be started, nor materials stockpiled prior to the issuance of the clearance and building permit as

required herein. Any construction materials will not be allowed to enter the subdivision without the above requirements.

2. The building plans and specifications shall comply with all existing laws, ordinances and /or regulations required or promulgated by the local or national government or any appropriate government office or agency. The building / house to be constructed must be made of strong concrete materials and must be completed / finished, including the house finishing, painting and lot fencing, within one year period of time from commencement of construction as per approved plan submitted to (**PALA**) or to the subdivision landowners. The maximum height of the house must not exceed 9 meters from the curb level. Temporary Nipa hut and fencing are not allowed to be constructed in the subdivision.

3. No construction clearance / permit will be issued by (**PALA**) without paying the **PHP 30,000 / 50,000** construction deposit to (**PALA**). Said deposit shall be refunded to the **BUYER** after completion of the construction of the building and after issuance of a **Certificate of Compliance** from (**PALA**) that no facilities / utilities of the subdivision were damaged or affected and / or the facilities / utilities were already repaired or paid. In case of violation, hereof, the construction deposit will be forfeited in favor of **PALA** without prejudice to such other legal action which (**PALA**), May take.

4. The developer have provided the lot monuments of each individual subdivision lots but the Buyer is solely responsible in relocating / re-survey of his/her lot prior to the start of his / her house construction as required by the city / municipal government in securing building permit. In the event the Buyer or his / her / its successor-in-interest construct his / her / its building / house on the wrong lot (**PALA**) and or the real lot owner of the affected lot shall entitled to exercise or avail of any and / or all of the following rights or remedies:

A. Issue notice and require the Buyer to stop the continuation of the construction and the Buyer remove said construction structure at his expense.

B. Issue notice and rescind / cancel or terminate the contract extra judicially and forfeit all payments made of the lot purchased and take possession of the property including all improvements made if any. If title of lot was already transferred to the **BUYER**, (**PALA**) compel the Buyer to re-convey the title of the lot purchase subject only to 50% of whatever the Buyer has paid on the lot. The other 50% shall be forfeited in favor of the seller as liquidated damages.

C. Institute court action for violation of these particular provisions of this Deed of Restriction in order to obtain court order to correct the effects of the violation at the Buyer expense including the cancellation / termination of the contract and/or re-conveyance of the title if already transferred to the Buyer.

5. Flat fee (Non- refundable) **PHP 12,000** for lots less than 250 square meters and **PHP 15,000** for lot sizes of more than 250 square meters, too include one house on more than one lot. This must be paid before construction starts. A flat fee of **PHP 12,000.00 per month** shall be paid to **PALA** for the entire duration of the construction to cover security, wear and tear on roads, collection of kitchen

refuse and maintenance of streetlights. Also all Dues to **PALA** will be keep up to date or all workers will be barred from there Pulu Amsic job site until all payments are made in full.

6. All workers, drivers, supervisors, engineers, architects and suppliers must have an **NBI clearance** or **PNP clearance** and an I.D.'s (only for a three (3) month period) from **PALA** at a cost of **PHP 100** per I.D.'s. If they do not have their I.D.'s they will not be allowed into Pulu Amsic. Workers who have lost their PALA I.D. may one-time only, receive a new I.D. at the cost of **PHP 1,000**. For easy identification, I.D.'s are required to wear there ID issued by **PALA** and **Orange** shirts with the builders name clearly visible at all times while they are within Pulu Amsic.

7. **Contractor/ worker activities and conduct:** The lot owner shall assume full responsibilities over the conduct and behavior of his/ her/ its contractor and its workers and project personnel, and shall be directly liable to **PALA** and/ or the village association for any loss and/ or damage to community structures and facilities caused by his/ her/ its contractor and its employees, as well as for any malfeasance, or illegal acts committed by said people. The following acts, deeds and practices are strictly prohibited with in the **SUBDIVISION**:

a. Any and all illegal activities including possession and / or use of firearms and other deadly weapon, gambling, drinking of liquor and hard beverage, use of or indulgence in prohibited drugs and narcotics, prostitution and theft or burglary

b. Grave misconduct including fighting, public disturbance, trespassing and other felonious deeds;

c. Indecent exposure including urinating, defecating and bathing in public; the worker will be **dismissed**.

d. The build site must have a tarpaulin or metal sheet around it as to keep construction materials on site and out of the street area. No other temporary walls maybe used.

e. No workers vehicles or motorbikes, construction vehicles or construction trucks will not be parked and or left overnight on any streets or any construction site.

f. No loitering and or roaming around the **SUBDIVISION** premises outside of the immediate construction or visiting other work site or homes between 10:00 pm and 6:00 am without valid reason and permission.

g. Construction workers may **NOT** be on Pulu Amsic common property or use the facilities.

8. All construction personnel shall wear the **PALA** issued temporary IDs at all times while inside the **SUBDIVISION** premises. Any person who fails to wear said

IDs shall be identified by the **SUBDIVISION** security force and expelled from the **SUBDIVISION**.

9. Wives, children other relatives of construction personnel are **NOT** allowed to stay in the **SUBDIVISION**. **PALA** however may, with proper representation and warranty from the lot owner, allow a maximum of two (2) female persons who may perform domestic chores for the project personnel during normal working hours.

10. DELIVERIES BETWEEN 8:00A.M. - 4:00 PM MONDAY TO FRIDAY AND 8:A.M. - 12:00 P.M ON SATURDAYS.LATE DELIVERIES WILL HAVE TO WAIT FOR THE FOLLOWING DAY. NO INGRESS NO ENTRY

Every worker in the said construction site will be required to wear **PALA ID**. Cost to secure I.D. is PHP 100.00.

11. Only two contractor employee or “Bodegero” may stay on the worksite beyond 6 pm. to provide on-site security. The employee or “Bodegero” must remain on the job site at all times. Visitors are not allowed. All such persons must have written authorization from PALA office. Contractors must provide details of such persons including pictures I.D to PALA office for such authorization to be issued.

12. CURB RAMPS must be used, (**to allow trucks or cart to move over the curb without damaging the curb**) and will only be made from rebar, metal or proper wood ramps so as to allow’s water to freely flow thru them at all times. No wood ramps, sandbags, or any other material is to be used. This is to keep the drains clean and clear of dirt

FOR SANITATION AND SAFETY

1. For sanitary reasons, the contractor must provide a standard, port-a-potty within the work site and assure it’s by construction crew members. It must be serviced and clean at all times.

2. In order to prevent fire hazards, no open fires are permitted on the work site. Any cooking or heating done on the site must be on a proper, commercial cooking appliance such as a portable LPG burner.

3. The street frontage of the work site must be cleaned daily of dirt and all debris.

4. Mixing of cement and other construction work must be done only on the owner’s driveway or the confines of the property. For the safety of passersby, no work may be done on the streets.

5. Laundry on the work site is limited to small items only and must not be visible from the street.

6. All workers are expected to behave properly and decently within the premises of Pulu Amsic. Rowdy behavior, heckling or harassing other persons is not acceptable under any circumstances.

POST CONSTRUCTION STAGE

1. Immediately after the completion of the project, the lot owner shall request **PALA** for a post construction inspection of the structures to determine its conformity to the approved plans drawings, and specifications and compliance with this **RULES** and the **DEED** of Restriction of the **SUBDIVISION**.
2. Within three (3) days after its receipt of the lot owner's request, **PALA** shall conduct an inspection of the finished structure in the presence of the lot owner and his/ her/ its Architect / Engineering and / or contractor. Should **PALA** find substantial compliance of the structure with the approved plans, drawings, specifications, these **RULES** and the Deed of Restrictions, it shall issue a **Certificate of Compliance** to the lot-owner. If not, **PALA** shall issue a formal note to the lot owner citing the discrepancies with the plans drawings, and specifications and/ or violations of this **RULES** and/ or the deed of Restrictions.
3. Simultaneous with this, the lot owner's contractor shall cause the complete clearing of the site of all temporary facilities and/ or warehouses, construction debris and other waste matter, and the repair and/ or replacement of all lost or damaged **SUBDIVISION** property. Should the contractor fail to do so **PALA** shall undertake the necessary works and charge the actual expenses incurred therein against the lot owner's construction bond.
4. **PALA** shall return the construction bond to the lot owner, minus all cost of repair/ renovation/replacement of **SUBDIVISION** property lost or damaged by lot owner and/ or his / her/ its contractor, and all unpaid fines, fees and charges, if any, upon completion of all repair or renovation works and upon full satisfaction.
5. When two or more lots have been combine with one house and have been enclosed with a fence or wall. The Owner will file with the proper government office to have the property's combine into one lot.
6. If any builder or construction firm does not follow any of the **PALA Regulations, Deed of Restriction and By-Laws** they (the builder or contractor) and all workers from the house site will be barred from Pulu Amsic until such time as the volition has been fixed and **ANY** and **ALL FEES TO PALA BE PAID IN FULL**. Before construction may continue.