



Eastville Subdivision, Filinvest East
Marcos Highway, Cainta/Antipolo City
Telephone Nos: 7745-5167/8288-6990
Email address: eastvillehoa@gmail.com

Filinvest Eastville Homeowners Association, Inc.
(FEHAI)



Constructions Rules and Regulations

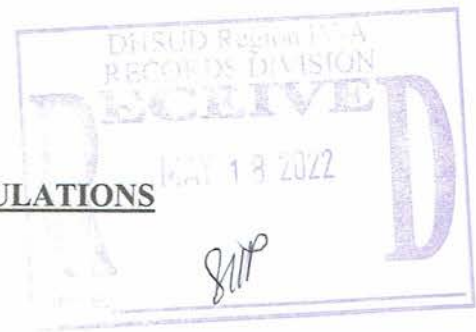


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CONSTRUCTIONS RULES AND REGULATIONS



I. DEFINITIONS

1. Any proposed construction activity, whether big or small in scale, will require prior FEHAI approval to ensure adherence to the standards, rules, and regulations of the Association; allow the entry of workers and contractors; and allow the delivery of materials to the site or residence. The following definitions shall apply under these Rules and Regulations:
 - A. **Construction** – All on-site work done from site preparation, excavation, foundation, assembly of all the components and installation of utilities and equipment of buildings/structures.
 - B. **Erection** – Installation in place of components of a building/structure.
 - C. **Addition** – Any new construction which increases the height or area of an existing building/structure.
 - D. **Alteration** – Construction in a building/structure involving changes in the material used, partitioning, and layout location/size of openings, structural parts, existing utilities and equipment.
 - E. **Renovation** – Any physical change made on a structure/building to increase its value, utility and/or improve its aesthetic quality.
 - F. **Repair** – Remedial work done on any damaged or deteriorated portion/s of a building to restore its original condition.
 - G. **Demolition** – Systematic dismantling or destruction of a building, in whole or in part.
 - H. **Ancillary Building/Structure** – A secondary building/structure located within the same premises, the use of which incidental to that of the main building, e.g. swimming pool, stages platforms and similar structures.
2. The Lot Owner and/or Philippine Construction Accreditation Board (PCAB) registered Contractor only of at least Category “D” in general construction for new and major renovation of house amounting to ONE (1) MILLION PESOS and above must obtain a house Construction Permit from Filinvest Eastville Home Owners Association, Incorporated (FEHAI) through designated officer of the Board of Directors prior to the start of any construction activities. FEHAI shall have the power to approve, approve with modifications, or deny the plans and proposed works, and shall advise the applicant of its decision accordingly. The Lot Owner and/or PCAB registered Contractor, after obtaining the House Construction Permit from FEHAI, must secure clearance/approval from the City/Municipal Engineer’s Office.
3. Any construction, improvement, addition, alteration, modification, expansion, reconstruction, renovation, demolition or external repainting of the residential building or dwelling unit including but not limited to the construction of eaves, carports or extensions, shall be subject to the prior written approval from FEHAI. The lot owner/and or PCAB registered Contractor prior to final printing, signing and sealing by a registered and licensed Architect for the architectural plans, Sanitary/Master

Plumber for sanitary/plumbing plans, structural plans, electrical plans among others shall submit the complete design document plans and specification to the Association for review and approval at least forty five (45) days before the start of the construction.

4. The Lot Owner and/or PCAB registered Contractor shall submit six (6) sets of pre-approved complete construction plans and specifications signed and sealed by the corresponding registered and licensed professional Architects, Structural Engineers, Master Plumbers, Sanitary Engineers, and Professional Electrical Engineers.
5. In cases of unauthorized constructions, the Association shall have the right to order the stoppage or suspension of the construction works, or if already completed, to order the removal of such unauthorized structures at the expense of the Owner, and shall take such other steps to prevent the continuing violation of the Master Deed and Declaration of Restrictions and this Construction Rules and Regulations, including but not limited to preventing the entry of any person or any material involved in the unauthorized construction.

II. ISSUANCE OF PERMIT TO CONSTRUCT

1. The issuance by the Association, through the Construction Committee of the Permit to Construct covering a new building, a renovation or repair of an existing building or other structure, shall be issued only upon compliance by the applicant and contractor with the following conditions:
 - A. **Membership Dues, Assessments, and Violations.** Payment of membership dues and assessments, if any, must be up to date. Should have no existing violations.
 - B. **Owner's Construction Bond.** To ensure compliance on the Design Guidelines, Deeds of Restrictions, and Construction Rules and Regulations, lot owners are required to deposit a construction bond at the onset of construction. Owner's Construction Bond is to answer for liabilities and fines as a result of violations of these regulations, without prejudice to other rigid remedies. Other charges may be charged against the bond.
 - C. **Replenishment of Owner's Construction Bond.** In the event that the outstanding balance of the Owner's Construction Bond is less than Fifty Percent (50%) of the original value due to penalty deductions, the Lot Owner or PCAB registered Contractor shall deposit with the Association the amount to cover the deficit and thereby restore the Owner's Construction bond to its original value, within fifteen (15) days from receipt of written notice from the Treasurer. Failure to do so shall result in the suspension of Construction Permit for as long as the deficiency is not covered.
 - D. **Refund of Owner's Construction Bond.** The construction bond shall be refunded without interest provided that the residential house or improvement is one hundred percent (100%) completed, issued a certificate of occupancy by the Local Building Official, and provided no FEHAI rules, relating to construction or otherwise are violated.
 - E. **Violation of Deed of Restrictions or Construction Rules and Regulations.** FEHAI reserves the right to immediately stop construction, halt deliveries of construction materials, prevent entry of construction workers, and deprive the lot owner the use of subdivision facilities, in

the event of gross violation of any Deed of Restrictions and Construction Rules and Regulations.

- F. **Use of Vacant Lots, Open Spaces, Sidewalks, and Streets.** To ensure that the adjacent or any other vacant lots, open spaces, sidewalks, and streets will be free of any and all materials or debris after construction, the construction cash bond posted shall also be made to answer for any violations in this regard. The use of vacant lot or any other space within the subdivision for storage of construction materials and debris shall not be allowed without the written conformity of the owner of said lot or the Association as applicable.
- G. **Construction fee.** A non-refundable Construction and Inspection Fee shall be paid by the Owner to defray expenses of administrative documentation and conducting inspection and evaluation of on-going construction to verify compliance with the Rules and Regulations.
- H. **Contractor's Bond.** The Contractors shall be required to post a bond in the amount of Fifty Thousand Pesos (P50,000.00) for a project amounting to more than One Million Pesos (P1,000,000.00). This is to guaranty compliance of the established FEHAI Construction Rules and Regulations. Construction permits shall be issued only upon payment of a bond to the FEHAI office. The Contractor's bond shall be refunded without interest provided that the residential house or improvement is one hundred percent (100%) completed, issued a certificate of occupancy by the Local Building Official, and provided no FEHAI rules, relating to construction or otherwise are violated.
- I. Issuance of Permit to Construct shall be subject to the compliance of Lot Owner and/or PCAB registered Contractor with the following requirements:
 - a) One (1) set of A3 sheets for pre-approval of house plans.
 - b) Six (6) sets of house construction plans, specifications, bill of materials and structural design analysis as required by the Building Official:
 - i. Location and Vicinity Plan with Certificate of Relocation signed by a Licensed Geodetic Engineer.
 - ii. Architectural and Structural Plans signed and sealed by a Licensed Architect / Civil Engineer.
 - iii. Plumbing Plans signed and sealed by licensed Sanitary Engineer.
 - iv. Electrical Plans signed and sealed by licensed Professional Electrical Engineer.
 - c) Bill of Materials and/or Specification of Materials.
 - d) Photocopy of Transfer Certificate Title.

Note: FEHAI requires one (1) set for file, while the rest of the copies are for distribution to municipality and other agencies. These copies should bear the approval stamp of the Association.

- e) Deed of Absolute Sale (If TCT is not yet available).
- f) Notarized Fencing Affidavit.
- g) Notarized Letter of Authority (If applicant is not the real owner).
- h) Certificate of No Arrears for the Association dues.
- i) Signed copy of the acknowledgment of Construction Rules and Regulations.
- j) Photocopy of Professional Regulation Commission (PRC) identification/Licenses of the following personnel: Architect, Structural Engineer, Sanitary/Plumbing Engineer and Professional Electrical Engineer. Validity must cover the applicable construction period.
- k) Photocopy of Contractor's PCAB registration/licenses applicable covering the construction period.
- l) Payment of the following fees:

	Type of Work	Bond (Refundable)	Fee (Non-refundable)
i.	New house construction	P300,000.00	P15,000.00
ii.	Major Renovation (i.e., additional 2 nd floor or attic, structural changes and numerous alterations)	P100,000.00	P10,000.00
iii.	Minor Renovation (i.e., extension/additional room, balcony, lanai, gazebo, garage and kitchen extension)	P20,000.00	P5,000.00
iv.	Fencing Construction Bond (i.e., new fence construction)	P15,000.00	P5,000.00
v.	Major Repair/Alteration (i.e., roof, canopy, ceiling, bathroom, bedroom and landscape of more than 6.00 sqm)	P10,000.00	P2,000.00
vi.	Minor repair (i.e., floor tiles, cabinets, gates, windows, sidewalk, temporary fence and the likes)	P5,000.00	P1,000.00
vi.	Repainting	No charge	No charge
vii.	Association Dues	As applicable	
viii.	Grass Cutting Fee (project site clearing)	N/A	P500.00
ix.	Manila Water pipe laying cost share	N/A	P25,717.00
x.	Homeowner Membership Fee	N/A	P1,500.00
xi.	Contractor's Bond (Project Cost more than P1 Million)	P50,000.00	N/A

2. The foregoing bonds, fees, and deposits shall be subject to the operating guidelines issued by FEHAI.
3. FEHAI reserves the right to revise the charges and fees with the approval of FEHAI Board of Directors, as they deemed necessary.
4. The Lot Owner shall pay any arrears (if any) of the Association dues prior to the issuance of Permit to Construct.
5. After obtaining the required documents from FEHAI, the Lot Owner and/or Contractor shall secure the building permits from the Local Building Official by submitting the approved plans and other requirements.
6. The Lot Owner/PCAB registered Contractor must submit list of workers with complete addresses and secure Construction Identification cards from FEHAI admin office prior to any construction activity. Requirements for ID cards are as follows:
 - a. One (1) recent 2" x 2" size ID picture
 - b. Signed Request Letter from the Lot Owner/Contractor
 - c. Current original NBI / Police Clearance [*no more than six (6) months old*]
 - d. Signed Construction Application Form
7. The ID cards shall be valid only for ninety (90) days from date of issue. Penalties and fines may be imposed on workers who use an ID assigned to a previous construction or any construction other than the assigned construction site or residence. Workers with expired IDs or found without proper IDs may be charged with illegal entry and dealt with accordingly. The Contractor and all workers must present their ID cards to the Security Guard at the gate to be allowed entry in the Subdivision. They are required to wear their IDs at all times inside the subdivision. Strictly "NO ID, NO ENTRY" rules will be implemented at all times.
8. Official construction work hours are from 8:00 a.m. to 5:00 p.m., Monday to Fridays only. Overtime work beyond 5:00 P.M. to 8:00 P.M. and on Saturday requires prior approval from FEHAI Admin office on a case-to-case basis. The approval will be given only on condition that such activity does not create noise or disturbances and does not elicit complaints from the neighbors. Work or construction activity on Sunday, legal and non-working holidays are not allowed.
9. Delivery of construction materials, supplies, and equipment shall be allowed only for those with a valid Permit to Construct and only from Mondays to Saturdays, from 8:00 a.m. to 5:00 p.m., NO delivery on Sundays & Holidays. "NO PERMIT, NO DELIVERY" will be strictly enforced.
10. Any injury caused to or death suffered by any of the workers during the construction of the house shall be the sole responsibility or liability of the Architect / Engineer and/or Contractor. Likewise, any injury, death or damage to property which may be suffered by any resident, worker, or laborer of FEHAI, arising out of acts committed by any of the workers within the subdivision premises shall be the sole responsibility of the Architect / Engineer or Contractor or duly authorized representative who shall be fully liable for any damage thereof.
11. FEHAI may allow construction workers to use the construction site as sleeping quarters subject to the following Rules and Regulations:
 - a. The PCAB registered Contractor shall designate an area to construct the temporary bunkhouse facility with provision for sanitation and waste disposal on and within the project

site. FEHAI reserves the right to inspect such bunkhouse facility and determine its suitability, and deny or withdraw approval of the use of the site as sleeping quarters should it determine the facility to be unsuitable for use as such;

- b. A list of stay-in workers must be submitted to FEHAI Office. A maximum of two (2) workers are allowed to stay overnight. Stay-in workers are to be guided by policy;
 - c. No illegal/prohibited substances/drugs, alcohol or any types of liquor will be kept in the construction site. Drinking of intoxicating liquor or substances and/or engaging in any forms of gambling or games of chance within the subdivision is strictly prohibited;
 - d. All stay-in workers should stay within the construction site/premises between the hours of 8:00 p.m. to 6:00 a.m. Strictly no loitering around the subdivision is allowed for the stay-in workers. Anyone found loitering beyond the construction premises will have their IDs confiscated and the Lot Owner/Contractor will be considered to have violated this construction Rules and Regulations;
 - e. Cooking of food items for construction workers may be allowed provided that the same is done within the construction site, and that such food preparation is done in a sanitary manner and does not cause any undue inconvenience to residents of FEHAI. The use of firewood shall not be allowed at all times. Disposal of food waste must also be done in a sanitary manner that is and acceptable to FEHAI;
 - f. The privilege so granted to the stay-in workers is limited to themselves only, and does not extend to the members of their respective families, friends, or acquaintances;
 - g. FEHAI may from time to time impose additional Rules and Regulations which it believes will promote peace, order, security, and sanitation inside the subdivision.
12. The construction site should have adequate covered toilet facilities which should be kept sanitary at all times by covering same with lime and earth material at frequent intervals. Contractors shall give due concern to sanitation both within and outside the lot premises. In particular, toilets with at least three (3)-chamber septic vault should be provided by the contractor for the use of their workers. Contractors shall likewise be responsible for the cleaning or clean-up of these facilities upon completion of their work.
13. Worker's bunkhouses or temporary shed shall strictly be constructed within the property area. Bunkhouses or shed cannot be constructed outside the Lot Owner applicant's property without prior approval from the owner of adjacent lots or any other lot of space in the subdivision. The Lot Owner / Contractor / Architect must furnish an original copy of the approval letter signed by the lot owner to the FEHAI office.
14. Construction workers should wash and/or take bath in an enclosed area within the site. Persons scantily dressed are prohibited from working and loitering anywhere inside the subdivision.
15. Liquors, hard drinks, illegal substance/drugs and any form of gambling are strictly prohibited within the subdivisions premises. FEHAI reserves the exclusive right to ban any contractor or workers it may find troublesome, or a liability or nuisance to the general welfare and/or a security risk to the subdivision or community.

16. Stockpiling is authorized only on owner's lot. The PCAB registered Contractor or FEHAI has no authority to permit anyone from using an adjacent lot without owner's permission. The streets and open spaces are not to be used as storage for construction equipment, materials and/or supplies. All storage of construction equipment/material/supplies must be within the boundaries of the construction site. Construction materials/equipment should not impede free flow of traffic to, from, and around the construction site.
17. The streets shall not be used for mixing concrete aggregates. Any stain, damage or disfigurement caused to curves, sidewalks and gutters, roads drainage or water line in front or along the project site directly or indirectly, by the construction of the house or any of the work activities in connection therewith shall be charged to the owner. Any damages or disfigurement will be assessed by FEHAI for appropriate fines.
18. During and after the construction period, the road and alley adjacent to the construction site shall always be kept free from obstruction materials and other makeshift structures (e.g., basketball goals, shed, etc.). Daily sweepings shall be undertaken to remove all sand, debris and waste materials to prevent clogging of road drainage.
19. All kinds of waste, garbage, and refuse must be properly disposed outside the subdivision. It is the responsibility of the Lot Owner and/or Contractor to maintain cleanliness of the surrounding areas of the construction site. Dumping of any construction debris, garbage or refuse on any vacant lots is strictly prohibited.
20. Storing of any flammable or combustible materials in the construction site is strictly prohibited. Only sufficient quantity of paint and paint/lacquer thinner can be brought into the construction site only during the painting of the building. During the painting of the building, smoking within the area shall be prohibited.
21. Drainage opening fronting or near construction site should always be free from obstruction of any construction materials or debris. Delivery of materials should not be dumped within two (2) meters of drainage opening.
22. Power and Water connection with the main line or pipe to the lot and/or house cannot be installed by the Lot Owner and/or Contractor. The connections are to be made only by or under the supervision of Meralco or Manila Waters Corporation's representative after payment of the required fees. The Lot Owner and/or Contractor shall, at his expense, furnish all the materials needed. Electrical connections shall follow Meralco regulations.
23. The water house service connection should not be covered by the driveway or any permanent construction. Should the house plans be such that the said water house service connection will be covered, additional pipe should be installed to avoid the driveway of any other permanent construction.
24. The septic vault to be constructed must have three (3) chambers with at least six (6) feet of depth; and that before pouring of the concrete slab; the septic vault must first be inspected by FEHAI representative. Closing the septic vault without proper inspection shall constitute a violation with corresponding fines and penalties.
25. Lot Owner and/or PCAB registered Contractor should construct a plant guard to protect the trees planted fronting the area.

26. The Lot Owner is obliged to pay the regular monthly Homeowners Association dues upon the start of the construction project and/or issuance of Permit to Construct.
27. Within thirty (30) days upon completion of the construction, the Lot Owner and/or Contractor should clear the construction site and surrounding properties of all construction refuse and dirt; and leave the same in a neat and clean condition. In the event that said construction debris and filling materials are not removed after thirty (30) days the construction cash bond will be forfeited.
28. The Lot Owner and/or PCAB registered Contractor shall replace and/or repair any damages that have been caused to surrounding properties. Street or road fronting, leading to and around the construction site which have deteriorated shall be restored to its original condition.
29. An agreement with adjacent lot owners on boundary fence must be established. Prior to construction of the boundary fence, Owner must enter into agreement with the owners of adjacent lots to determine where the fence should be erected and how the cost of the fence should be shared (if applicable). This agreement must be presented to FEHAI Administration Office for verification purposes. In case no agreement has been reached, the fence must be erected within the property of the Owner constructing and affidavit of fencing must be submitted to FEHAI office.
30. FEHAI representative may, and at any time, inspect the construction site to ensure compliance of these Rules and Regulations.
31. FEHAI may refuse entrance to or to expel from the subdivision any such construction worker who may be found guilty of violating any of these Rules and Regulations.
32. Should any construction activity commence without complying with the FEHAI Construction Rules and Regulations, FEHAI shall have the prerogative to;
 - a. Refuse issuance of Identification cards to workers of the erring Lot Owner and/or Contractor;
 - b. Stop the ingress of any delivery of construction materials at the entry gate;
 - c. Stop all activities related to the construction, renovation, alteration or repair on the lot concerned.

III. RESTRICTIONS AND REQUIREMENTS

1. The housing plans and specifications shall strictly be in accordance with the subdivision Master Deed and Declaration of Restrictions agreed upon in the Contract to Sell and Deed of Absolute Sale covering the lot. The construction of the house shall strictly follow the housing plans duly approved by FEHAI Construction Committee. And no alterations whatsoever shall be made without the prior consultation and written approval from FEHAI. The following restrictions and requirements shall be strictly followed:
 - a. The height of the house shall not exceed eleven (11.00) meters taken from the Natural Grade Level (NGL) to the apex of the roof;

- b. Dwelling units are allowed up to two (2) storeys high. An attic floor may, however, be allowed provided the roof apex does not exceed the height limit of eleven (11.00) meters from the NGL. In no case, shall buildings of three (3) storeys or more be allowed;
- c. No duplex-type houses shall be allowed to be constructed on any single lot or adjoining lots;
- d. Land fill limitation in the property shall not exceed more than 1.00 meter from the NGL;
- e. Perimeter fence must not exceed two (2.00) meters in height from the NGL. The height of fence post should not exceed the height of the fence. Molding constructed on top of them should have a maximum height of twenty (20) centimeters;
- f. The required set backs are two (2.00) meters along the sides and rear, and three (3.00) meters along the streets;
- g. The minimum distance between the ground floor walls of two buildings from the adjacent dwelling shall be 4.0 meters;
- h. The minimum horizontal clearance between the two roof eaves from the adjacent dwelling shall be 1.50 meters;
- i. Garage roof or canopy (non-concrete slab) must have a minimum setback of zero point twenty five (0.25) meter from the property line along the street with its vertical support set back by two (2.00) meters from the same property line;
- j. Carport side columns shall have setback of two (2.00) meters from the side property line but if along the property line, it must be provided with a firewall in which case necessary clearance to construct of the said "firewall" from adjoining lot Owners and from FEHAI must first be secured and whose length must not exceed sixty (60%) percent of said property line;
- k. The minimum clearance of open terrace/balcony on the second floor shall be one (1.00) meter from the side of property line;
- l. Firewalls are allowed under the following conditions:
 - i. Construction of firewall is allowed for lot sizes less than three hundred (300) square meters;
 - ii. A firewall may be permitted only on one side of the lot provided it does not exceed sixty percent (60%) of the length of the abutting property line;
 - iii. Firewalls may be allowed at the rear and one side of the house if the proposed firewall would be on the property line along the perimeter of the subdivision;
 - iv. A firewall should only be with a maximum height of four (4) meters from the natural grade level (NGL);
 - v. A firewall must have a parapet with the height of not less than 76.2 cm (30 inches) above the point where the roof surface and the wall intersect;

- vi. That a written permission from the Owner of the adjacent property where the firewall is proposed to be constructed must be secured, except on situations such as:
 - 1. The proposed firewall would be on the property line along the perimeter of the subdivision;
 - 2. There already exists a firewall in the adjacent property, using the existing firewall but not exceeding the maximum height of four (4) meters from the natural grade level (NGL), and the area enclosed by the firewall can be utilized for other residential purposes other than garages.
- m. Overhead water tanks are allowed provided it will be constructed on the rear side of the dwelling.
- n. The septic vault to be constructed must have three (3) chambers with at least six (6) feet in depth.
- o. It is the responsibility of the Owner and/or PCAB registered Contractor to call for the inspection of the construction when it is ready. The Owner and/or Contractor shall inform and submit a written request to FEHAI office to conduct an inspection on the following periods:
 - i. Prior to concrete pouring of the foundation;
 - ii. Prior to concrete pouring of suspended slab;
 - iii. Prior to concrete pouring of septic vault and sewer line;
 - iv. Upon completion of roof framing;
 - v. Final Inspection – Prior request for release of Construction Bond
- p. The Construction Committee, represented by its duly authorized Inspector will conduct a thorough inspection of the foregoing construction works to ensure all easements, height and other construction restrictions are complied with. ***It shall be considered a violation if the Lot Owner/PCAB registered Contractor does not permit entry of the representative doing the inspection works.***
- q. The Lot Owner and/or Contractor shall provide a sidewalk with the following specifications:
 - i. For lots situated along main roads with twelve (12.00) meters wide. The sidewalk width is two (2.00) meters.
 - ii. For lots situated along inner roads with six (6.00) meters wide. The sidewalk width is one (1) meter.

Note: Property point limitations as per certified location plan shall be strictly observed to prevent from encroachment of the sidewalk which is a public property.

- r. The construction site must be enclosed with G. I. corrugated sheet/long span or tarpaulin sack (sakolin) cover which will remain on site during the construction period.

- s. Construction projects with adjacent homeowners whose privacy may be affected shall be required to erect a temporary partition made of G. I. corrugated sheets/long span or tarpaulin sack, which is at least two (2) meters from the top of the existing fence wall. This temporary partition shall be removed as soon as the construction is completed.
 - t. No sewer pipe laid underground shall be covered or trenches filled until the sewer has been so inspected and approved.
 - u. No connection of the building sewer into the public sewer shall be performed without being inspected and approved.
 - v. Garbage Bin Cage with door (W=0.80m x L=1.30m x H=1.00m) must be constructed within the property fronting the street. The cage must hold two (2) drums using 1/4" x 2" x 2 angle bars. For uniformity, FEHAI office has on file a free design for your consideration.
 - w. One (1) set copy of approved plans by FEHAI must always be kept in the jobsite. Any alteration, addition or variation from the submitted plans shall require new permission from the Association.
 - x. Appropriate sign (0.50m x 0.70m) must be posted on the construction site bearing the name of the Owner, address and City Municipal Building Permit No., otherwise construction will be stopped by FEHAI through the Security Guards and the Village Officer without the necessity of an order from the court or any competent entity.
2. Construction bond shall not be required for the following construction and repairs, but FEHAI office must be duly informed and the required paperwork completed and submitted by the owner prior to the start of activities.
- a. Sheds, greenhouses, children's playhouses, aviaries and the like not exceeding six (6) square meters in floor area, provided they are completely detached from the main building and are not within the required setbacks;
 - b. Addition of open terraces or patios resting on the ground, not exceeding twenty (20) square meters in floor area;
 - c. Installation of window grilles;
 - d. Construction of garden walls or grotto not exceeding 1.80 meters in height, cementing footpath, garden walks and/or walkways;
 - e. Garden pools for water plants and/or aquarium fishes not exceeding 500 mm in depth;
 - f. Exterior and interior painting works;
 - g. Repair works not affecting or involving any structural member, such as replacement of deteriorated roofing sheets or tiles, gutters, downspouts, fascias, ceiling and/or sidings;
 - h. Repair of non-load bearing partition walls;
 - i. Repair of any interior portion of a house not involving addition or alteration;
 - j. Repair and/or replacement of gate, windows and floorings;
 - k. Repair of perimeter fence and walls;
 - l. Repair and/or replacement of sanitary or plumbing fixtures, such as toilet bowls, urinals and bidets, pipes, faucets, valves, water pumps and/or tanks.
3. For repair work that will last less than ten (10) days, the owner must submit permit application together with photocopies of any government-issued photo ID or pictures of the workers.

4. For repair works that will last more than ten (10) days, the owner must submit permit application and should secure FEHAI IDs for all workers from the Administration office.

Cyclone wires, steel matting, iron grilles or other similar vertical structures are allowed to be installed on top of existing perimeter fences not fronting any streets. Additional privacy/security fence shall not exceed the maximum height of one point five (1.50) meters. Design plans and details must be submitted to FEHAI office for approval prior to construction, and written consent of the affected neighbor must be secured. That in case of non-metal vertical structures, the materials shall be treated before installation and regularly thereafter with fire-proofing or fire retardant chemical.

5. Any violation of the Subdivision's restrictions shall automatically authorize the Association to take immediate action. FEHAI can issue a Work Stoppage Order to stop the construction of the house, stop the delivery of construction materials, or deprive the Owner and/or Contractor from making use of any of the facilities inside the subdivision. It will cause the cancellation of the construction permit and the forfeiture of the full amount of the construction bond, or part thereof without prejudice to requiring the owner to remedy or correct any violations found therein to comply with the approved plans and specifications. In this connection, FEHAI, Board of Directors and employees cannot be held liable whatsoever, civilly, and/or criminally.
6. Should it become necessary for the FEHAI to resort to the Courts to enforce any of the provisions of the Construction Rules and Regulations, Subdivision Restrictions or any of the provision of the Lot Contract to Sell or Deed of Absolute Sale, the Lot Owner and/or Contractor shall be liable for the costs, damages, attorney's fees, and all other expenses incidental thereto.
7. Only one private single-family residential house shall be erected on each lot. Other accessory quarters for household help, garage, and other structures to complement the residential building, such as gazebos, garage and the like, may be constructed provided these are not used for residential purposes and do not impair in any way the view of the neighboring properties, and further that they follow the easement restrictions.
8. Any new construction or building shall be completed in accordance with the approved plans and ready for occupancy within two (2) years from the commencement of construction. If not, the Association shall give final notice to the Owner to either finish construction or dismantle the unfinished structure within six (6) months from notice. Failure or refusal of the Owner to complete or dismantle the said structure or building within that period shall vest in the Association the right to demolish the unfinished structure or building at the Owner's sole expense.
9. When construction activities on a construction site has ceased for ninety (90) days, the Association, through the Construction Committee may declare such project as having been effectively abandoned by its owner and contractor. FEHAI shall give formal written notice to the Owner/Contractor giving such notice to resume construction activities within ten (10) working days from delivery of such notice, and that failure to do so shall authorize the Association to consider the project abandoned and to take such remedial measures necessary to protect the Homeowners, including the forfeiture of the construction cash bond. Any structures inside the construction site which tends to be an eyesore to the general neatness and the beauty of the subdivision shall be demolished by the Owner, failure to do so shall automatically authorize FEHAI to demolish the same and charge to the Owner all costs of demolition and hauling of any refuse material.

10. If the Owner shall wish to resume construction work on the previously declared abandoned construction project, it shall be necessary for such Owner to formally apply for such resumption of work and to deposit a new construction cash bond with the FEHAI Administration Office.
11. Special construction cases not discussed under these rules and regulations shall be reviewed by Construction Committee and submit to the Board of Directors for approval.
12. Violation of any of the above Rules and Regulations and/or non-payment of the penalties will constitute sufficient cause for FEHAI to deny entry/delivery of any household goods of the homeowner into the subdivision for the purpose of occupying the completed house.

IV. VIOLATIONS

1. Any infringement or violation of any of the above Construction Rules and Regulations covered in these guidelines, shall carry corresponding penalties as shown in Appendix A.

The following is a list of *MINOR* violations:

- a. Illegal storage or stockpiling of construction materials on sidewalks or vacant lots.
- b. Dumping of thrash or construction debris/refuse on vacant lots. No safety enclosure on the construction site.
- c. Overtime work conducted without permit.
- d. Unauthorized stay-in workers (Only 2 workers are allowed).
- e. Presence or Sale of hard liquor or illegal/prohibited drugs within construction site
- f. Unauthorized use of IDs (false identity/fake ID) ***Fines are charge per person***
- g. Not wearing ID ***Fines are charge per person***
- h. Violating curfew hours
- i. Illegal gambling, indulging in intoxicating liquor, illegal entry, & indecent exposure.
- j. Possession of deadly weapon (e.g. butterfly knife, improvised bladed weapon, gun, etc.).
- k. No "SAFETY WARNING" signage at the construction site.
- l. Non display of building permit.
- m. No approved set of plans at the construction site.
- n. No temporary partition (board up) on adjacent property.
- o. Exposed clothesline causing eyesores.
- p. Burning of garbage, grass, woods, rubber, and the likes.
- q. No plant guard to protect the trees planted fronting the area.
- r. Damaging of road gutters, sidewalks or any facilities within the Subdivision.

The following is a list of *MAJOR* violations that may result in the outright or partial forfeiture of the construction bond:

- a. Breach of Construction Permit as per Home Building Guidelines.
 - i. No required building setbacks and/or easements.
 - ii. Exceeded the building height requirements.
 - iii. Non-submission of construction building permit issued by Local Municipality.
 - iv. Intentional structural encroachment.
 - v. Firewall restrictions

- vi. No approved deviation of house plans.
 - b. Breaking FEHAI Security Rules (i.e., theft, involvement in fight, lascivious act, etc.).
2. Any **MAJOR** violations shall constitute a suspension of the construction permit. It shall remain in force for as long as the violation is not corrected, but the Lot Owner and/or Contractor shall be allowed to bring in construction materials and workers for the sole purpose of correcting the violation.
 3. FEHAI reserves the right to revise the above violations with the approval of the FEHAI Board of Directors, as deemed necessary.
 4. Final inspection is requested in writing by the Lot Owner/Contractor of the finished residence. If completed construction was found without any violation of the construction rules and regulations, the construction cash bond, less any charges deducted, shall be released within twenty (20) days from date of final inspection. However, if violations are noted during final inspection, the Board or Construction Committee Chairman shall inform the owner of the violations in writing. Violations are required to be corrected/rectified within the specified compliance date written on the notification letter. Construction cash bond shall be forfeited upon failure of the owner to correct violations within the period of time specified in the notification letter

V. HOUSE DEMOLITIONS

1. The work of demolishing any buildings shall not commence until all the necessary pedestrian protective structures are in place.
2. Secure Demolition Permit from FEHAI Administration Office. This is separate from Permit to Construct. A request letter must contain the following information:
 - a. Plan to build after demolition (if any)
 - b. Duration of demolition
 - c. Kinds of Equipment (e.g., concrete breaker, pay loader, dump truck, jack hammer, etc.)
 - d. Number of workers

Fees:

- | | |
|---|------------|
| a. Demolition Cash Bond (refundable) | P20,000.00 |
| b. Demolition Permit Fee (non-refundable) | P 5,000.00 |

Other Requirements:

- a. Providing G.I. sheets and/or tarpaulin (sakolin) enclosures for safety purposes.
- b. Air and noise pollution control measure.
- c. Water hose to wet debris to prevent airborne particles/dust from spreading.
- d. Demolition schedule: 8:00 A.M. – 5:00 P.M. / Monday – Friday; NO overtime and NO demolition work during Saturdays, Sundays and Holidays.
- e. The work of demolishing any building shall not be commenced until all the necessary pedestrian protective structures are in place.

Violations:

- a. Non-completion within specified time.
 - b. Working before 8:00 A.M. and after 5:00 P.M.
 - c. Not providing safety enclosures on demolition site.
 - d. Not keeping the surrounding areas clean and free from construction materials obstruction.
 - e. Any other provisions under the Construction Rules and Regulations that is applicable as the Construction Committee Chairman may decide.
3. Nothing herein contained shall be construed to limit the authority of FEHAI to enforce additional Rules and Regulations which may be deemed necessary to protect life, health, and property within the subdivision.

We hereby agree to be bound by the provisions of the above Rules and Regulations.

CONFORME

Lot Owner (Sign/Date)

PCAB registered Contractor (Sign/Date)

Chairman, Construction Committee (Sign/Date)

Exhibit A

APPLICATION FOR BUILDING CONSTRUCTION

Permit No. : _____ Date Filed: _____ Received by: _____

Applicant: _____ Tel. No.: _____

Address: _____

Contractor: _____ Tel. No.: _____

Address: _____

Project Site: Street: _____ Block No.: _____ Lot No.: _____ Area: _____

I. ATTACHMENTS:

- | | |
|---|---|
| <input type="checkbox"/> Certificate of No Arrears | <input type="checkbox"/> Specification of Materials |
| <input type="checkbox"/> Transfer Certificate of Title (photocopy) | <input type="checkbox"/> PCAB Contractor Registration License |
| <input type="checkbox"/> Bill of Materials | <input type="checkbox"/> Architect - PRC ID/License |
| <input type="checkbox"/> Fencing Affidavit | <input type="checkbox"/> Structural Engineer-PRC ID/License |
|
 | |
| <input type="checkbox"/> Payment of Required Fees (Copy of Official Receipts) | |
| <input type="checkbox"/> Six (6) complete sets of house construction plans | |

I. APPLICANT'S REPRESENTATION AND UNDERTAKING:

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

1. That the building plans submitted herewith as well as the construction of the house and all appurtenances thereto, such as wall, fences, drainage, utilities, etc., shall strictly comply with the established building code restrictions by the Municipal Building Officials and the Construction Rules and Regulations promulgated by Filinvest Eastville Homeowners Association, Inc. (FEHAI);

2. That any violation subsequently discovered in the building plan themselves or in the construction of the house, even in instances when it is the Construction Committee that committed a lapse in the approval, or deviations therefrom without prior written approval of the Board of Directors shall be penalized in accordance with the Construction Rules and Regulations of FEHAI, if it is not corrected;

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

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

5. That the applicant shall pay a non-refundable Inspection Fee to be used to defray expenses of conducting inspection and evaluation of on-going construction to verify compliance with the Construction Rules and Regulations;

The undersigned applicant hereby recognizes the full and legal authority of FEHAI to enforce the Deeds and Restrictions, as well as to adopt, revise and implement the Construction Rules and Regulations, within Eastville Subdivision, as well as to enforce and demand compliance with the foregoing representations and undertakings contained in this Application.

APPLICANT
(PRINTED NAME/SIGNATURE/DATE)

(This space intentionally left blank)

Exhibit B

APPLICATION FOR REPAIR / RENOVATION / ALTERATION / FENCING

Permit No. : _____ Date Filed: _____ Received by: _____

Applicant: _____ Tel. No.: _____

Address: _____

Contractor: _____ Tel. No.: _____

Address: _____

Project Site: Street: _____ Block No.: _____ Lot No.: _____ Area: _____

I. ATTACHMENTS:

- Certificate of No Arrears Photos of House Exterior
- Scope of Work and Estimates
- Letter of Authority (If applicant is not the real owner)
- One (1) complete set of house repair/renovation/alteration/fencing plans (*as applicable*)

Note: If Municipal Building Permit is required, need to provide six (6) complete sets.

I. APPLICANT'S REPRESENTATION AND UNDERTAKING:

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

1. That the plans submitted herewith as well as the repair, renovation or alteration of the house and all appurtenances thereto, such as wall, fences, drainage, utilities, etc., shall strictly comply with the established building code restrictions by the Municipal Building Officials and the Construction Rules and Regulations promulgated by Filinvest Eastville Homeowners Association, Inc. (FEHAI);
2. That any violation subsequently discovered in the building plan themselves or in the construction of the house, even in instances when it is the Construction Committee that committed a lapse in the approval, or deviations therefrom without prior written approval of the Board of Directors shall be penalized in accordance with the Construction Rules and Regulations of FEHAI, if it is not corrected;
3. That the applicant undertakes to correct for his exclusive account any and all such violations, at any time even after completion of construction;
4. That the applicant shall pay the required construction cash bond and other required fees. The construction cash bond shall guarantee compliance by the applicant with his undertakings herein, and the Construction Committee is hereby authorized by the applicant to charge against the construction cash bond any and all defects or violations which the applicant shall fail, for any reason, to correct;

5. That the applicant shall pay a non-refundable Inspection Fee to be used to defray expenses of conducting inspection and evaluation of on-going construction to verify compliance with the Construction Rules and Regulations;

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

APPLICANT
(PRINTED NAME/SIGNATURE/DATE)

(This space intentionally left blank)

PERMIT TO CONSTRUCT WITH UNDERTAKING

Permit No. : _____ Date Filed: _____ Received by: _____

Type of Construction: New Building Renovation Alteration Repair Fencing

Construction Bond: ₱ _____ FEHAI O. R. No.: _____

Inspection / Construction Fee: ₱ _____ FEHAI O. R. No.: _____

Applicant: _____ Tel. No.: _____

Address: _____

Contractor: _____ Tel. No.: _____

Address: _____

Project Site: Street: _____ Block No.: _____ Lot No.: _____ Area: _____

I. COVERAGE OF PERMIT:

Please be informed that on the basis of the representations and undertakings made in the application of Building Permit for: House Construction / Renovation / Alteration / Repair / Fencing construction filed on (date) _____, the Construction Committee after assessment of said documents, has **APPROVED** your application.

II. TERMS AND CONDITION OF THE PERMIT

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

1. The Project should be pursued in the most expeditious manner so as to minimize inconvenience to the public, and shall comply strictly with the plans and specifications submitted to and approved by the Association, in accordance with Covenants and Restrictions, the Association's Construction Rules and Regulations, the term of which the Applicant and the Contractor hereby manifest they are aware of, and which are deemed to be an integral part of this Permit.
2. The Applicant and the Contractor shall at all times strictly comply with all existing laws, governing rules and regulations in the pursuit of the Project covered by this Permit.
3. The Project and all work therein shall be done in the safest manner possible to avoid accidents and without danger to lives and properties, with the Applicant and its Contractor providing all the necessary safety training, warning signs and protective devices for the duration of the Project.

4. Any and all excavation works to be done in the Project shall provide for all necessary safety and support system to ensure the prevention of the collapse or weakening support for adjacent roads, facilities, or adjacent properties.
5. In the execution of the work, extreme care shall be exercised to prevent damage on the existing facilities and/or utilities and all other properties of the Association and Homeowners thereof. Any damage caused to such properties shall be repaired or replaced by the Applicant at his/her own expense and to the full satisfaction of the Association.
6. Upon completion of the Project, the Applicant shall leave the area affected by the Project free of all excess waste materials and restore the same to its original neat condition.
7. This Permit must be kept at the construction site at all times during the duration of the Project which is subject to the inspection of Association representatives. The Applicant and his representatives must give full access and support to the inspector duly assigned by FEHAI.
8. The construction cash bond given by the Applicant is conditioned to answer for the faithful performance by the Applicant and/or the Contractor of the Obligation to undertake the construction activities strictly in accordance with this Permit and to comply with the FEHAI Construction Rules and Regulations, including the payment of all association dues and special assessments accruing in the property up to the date of the release of the bond, with full power on the part of the Association to impose upon and deduct from the bond the fines and penalties imposed on violation committed by the Applicant and/or the Contractor.
9. The Applicant, its Contractor and representatives hereby relieve and release the Association, its officers, representatives and inspectors from any and all claims, liabilities and responsibility connected with, arising from or resulting from enforcement of the terms, conditions and undertakings of the Applicant under this Permit. The Applicant and the Contractor shall hold the Association, its Directors and Officers, employees and representatives free and clear of all liabilities and claims arising from or connected with any injury, loss or damage to persons and/or properties in connection with construction works covered by this Permit, and to reimburse them fully of all expenses and costs incurred by reason of such claims and suits.

III. SUSPENSION / CANCELLATION / REVOCATION OF PERMIT

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

1. Any of the terms and conditions listed herein or the provisions of the Construction Rules and Regulations, as well as the provisions of the Deeds and Restrictions, are violated, including refusal to provide access to the inspector or representatives of Association to the construction site or any portion thereof, and;
2. Failure to implement corrective measures within the specified period as provided for in the Construction Rules and Regulations from receipt of Violation Notice.

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

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

The undersigned applicant hereby recognizes the full and legal authority of FEHAI to enforce the Deeds and Restrictions, as well as to adopt, revise and implement the Construction Rules and Regulations, within Eastville Subdivision, as well as to enforce and demand compliance with the foregoing representations and undertakings contained in this Application.

Chairman, Construction Committee
(PRINTED NAME/SIGNATURE/DATE)

CONFORME:

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

CONTRACTOR
(PRINTED NAME/SIGNATURE/DATE)

APPLICANT
(PRINTED NAME/SIGNATURE/DATE)

APPENDIX A

TABLE OF FINES AND PENALTIES FOR CONSTRUCTION RELATED OFFENSES

VIOLATION		FINE	PENALTY
1. No permit from FEHAI and/or City Municipal Building Office	1 st Notice	No fine, will give thirty (30) days to comply	Non-issuance of special permits until compliance
	2 nd Notice	P1,000.00/notice of violation.	Deny entry of construction materials
	3 rd Notice/Final	P1,000.00/notice of violation.	Stop construction and report to the LGU Building Office for disposition
2. Stockpiling on streets and open spaces without permit from the FEHAI Office.	1 st offense	P500.00/day until compliance	Non-issuance of special permits until compliance
	2 nd offense	P750.00/day until compliance.	Deny entry of construction materials
	3 rd offense	P1,000/ day until compliance	Stop construction, ban from entering
3. Stockpiling on vacant lots without the written permit of the owner.	1 st offense	P500.00/day until compliance	Non-issuance of special permits until compliance
	2 nd offense	P750.00/day until compliance. (Owner)	Deny entry of construction materials
	3 rd offense	P1,000/ day until compliance	Stop construction, workers ban from entering
4. Clogging of sewer/drain utility line due to stockpiled materials.	1 st offense	P500.00/day until compliance	De-clog line and non-issuance of special permits.
	2 nd offense	P750.00/day until compliance	De-clog drain line and deny entry of construction materials
	3 rd offense	P1,000.00/ day until compliance	Stop construction, workers ban from entering
5. Overtime work conducted without special permit. (Working hours: Mon-Sat/8am-5pm)	1 st offense	P500.00/worker	Written warning
	2 nd offense	P750.00 /worker	Non-issuance of special permits until for two (2) months.
	3 rd offense	P1,000.00/worker	Non-issuance of special permits until completion of project.

VIOLATION		FINE	PENALTY
6. Working Sundays/Holidays without special permit. (Working hours: Mon-Sat/8am-5pm)	1 st offense	P500.00/worker	Written warning
	2 nd offense	P750.00 /worker	Non-issuance of special permits until for two (2) months.
	3 rd offense	P1,000.00/worker	Non-issuance of special permits until for four (4) months.
7. Unauthorized use of ID (false identity/forging of documents).	1 st offense	P500/worker	Written warning
	2 nd offense	P750.00 /worker	Ban from entering
8. Fraternizing with household helpers.	1 st offense	P500/worker	Written warning
	2 nd offense	P750.00/worker	Confiscation of ID/ Ban from entering
9. Disregarding curfew hours/ Loitering	1 st offense	P500.00/worker	Written warning
	2 nd offense	P750.00 /worker	Confiscation of ID/ Ban from entering
10. Illegal gambling	1 st offense	P500.00/worker	Written warning
	2 nd offense	P750.00/worker	Confiscation of ID/ Ban from entering
11. Public disturbance/ Indulging in Intoxicating Liquor	1 st offense	P500.00/worker	Written warning
	2 nd offense	P1,000.00 /worker	Confiscation of ID/ Ban from entering
12. Grave misconduct	1 st offense	P500/worker	Written warning
	2 nd offense	P1,000/worker	Confiscation of ID/ Ban from entering

VIOLATION		FINE	PENALTY
13. Indecent exposure/voyeurism	1 st offense	P500/worker	Written warning
	2 nd offense	P1,000/worker	Confiscation of ID/Ban from entering
14. Vandalism/ Littering/ Urinating in public, etc.	1 st offense	P500/worker	Written warning
	2 nd offense	P1,000/worker	Confiscation of ID/ Ban from entering
15. Unauthorized stay-in/ crossing over the boundary fence wall	1 st offense	P500/worker	Written warning
	2 nd offense	P1,000/worker	Confiscation of ID/ Ban from entering

The list above is not intended to be all-inclusive. Additions may be made as required. Fines, penalties, and assessments may vary and may increase depending upon the circumstances; and may be at the discretion of the Board of Directors. The amounts shall be predicated upon the severity of the violation and may include legal action.

The amendments were approved by the majority of members.

END OF PAGE