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TWIN TOWERS

CONDOMINIUM HOUSE

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RESTRICTIONS ON THE CONDOMINIUM PROJECTS

The entire condominium development property constituting the condominium project shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the conditions, limitations shall attach to the land, the building and the entire project as a whole and shall be binding upon all parties having or acquiring any right, title or interest therein and shall be for the benefit and be binding upon each successor in the interest of the owner's thereof.

The acceptance of a deed of conveyance, or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration of Restrictions on the use and occupancy of the condominium unit, as they may be from time to time be amended and ratified and all the provisions hereof shall be deemed and taken to the covenants running with the condominium and shall bind any person having at any one time any interest or estate in such units as though the provisions hereof were recited and stipulated at length each and every deed, conveyance, lease, mortgage and hypothecation of the unit.

1. USE AND MAINTENANCE OF CONDOMINIUM UNITS

- 1.1 Each owner or lessee shall keep his/her unit and any part to which he has sole access in good state of preservation and cleanliness and in a manner that will not cause any prejudice or damage to other units and common areas of the condominium project.
- 1.2 Unit owners or tenants shall not throw out or sweep dirt substances or materials from windows, balconies and doors into common areas.
- 1.3 Unit owners or tenants shall not permit, bring into or keep in their units any inflammable, combustible or explosive substances except such products as may be required for normal household use nor any apparatus, machinery or equipment which may cause noise, tremors or expose the premises to fire; nor bring into the building any dangerous objects or articles which the Administrator may reasonably prohibit or which may increase the rate of insurance of the building, it being understood that should the unit or tenant do so, he shall be responsible for all damages which shall have been caused to the building, to other units or upon person or persons and shall be held liable for any increase in the rate of insurance that may result thereby.

- 1.4 Unit owners or tenants shall maintain the place in a peaceful and reasonable quiet manner and shall not make or permit any disturbing noise, boisterous and loud acts to be produced or to be carried on in their units which will interfere with the rights, comforts and convenience of other unit owners or tenants.
- 1.5 Unit owners or tenants shall not hang, erect or maintain any laundry clothesline on any part of the unit or balcony or terrace exposed to the public view. Laundering or washing of clothes and other articles shall be done inside and within the areas specially designated for such purposes.
- 1.6 Water faucet shall not be left open for unreasonable or unnecessary length of time to prevent the possibility of flooding the unit and/or other units nor should any water apparatus in the condominium be used for any purpose other than those for which they were intended. Any damage resulting from such flooding or misuse of any water apparatus in a unit shall be required to be paid for by the unit owner or tenant.
- 1.7 No unit shall be subdivided into smaller units nor shall such unit be partitioned among co-owners thereof.
- 1.8 No awning or television antenna or any device for any purpose or repeater radio antenna projections shall be attached to or installed on any exterior part of the building, balcony or window without the written consent of the Administration Office and/or by the Board of Directors.
- 1.9 Unit owners or tenants who shall undertake repairs or refurnishing must inform the Administration Office so that:
 - a. Movement of construction workers around the building project can be monitored;
 - b. That there should be a written approval of the renovation plan from Condominium Corporation;
 - c. No additions, alterations, improvements or work shall be allowed which is not within the supporting approved renovation plans;
 - d. That the implementation of the approved plans shall be for the amount of the unit owner;
 - e. That it should be carried out with the least disturbance to the other occupants of the building;
 - f. That it shall be in accordance with all government laws and regulations;
 - g. That no additions, alterations or improvements of the unit that may deface or improve the alteration or improvements of the building or exceed the electrical capacity of the unit or building and it will not have any adverse effect on the existing facilities and if, it should be for the exclusive responsibility and account of the unit owner concerned.
- 1.10 All the radio, television, electrical, and electronic equipment of any kind installed or used in each condominium unit shall fully comply with rules, regulations and

requirements of the fire insurer and the public authorities having jurisdiction thereon and the unit owner or tenant shall be liable for any damage or injury caused by such equipment or appliance installed or used inside the unit.

- 1.11 In the commercial area, which is the fourth floor, the primary objective of the commercial units shall be to serve the residential unit owners. This objective can be best attained by providing a wide array of various goods and services rather than in duplicating each other's efforts and competing with one another. In view thereof, each commercial unit shall engage in an entirely different line of business from the other units.
- 1.12 No owner or tenant shall occupy or use his/her unit for any purpose other than that for which it was originally intended.

2. LIMITATIONS ON THE USE OF COMMON AREAS

- 2.1 That the common areas shall be free from any and all obstructions at all times and this restriction shall be true for portions in the building that are used for ingress, egress or access to any portion of the building especially the fire exit areas. Nothing shall be stored in any part of these areas without the written approval and consent of the Condominium Corporation.
- 2.2 Nothing shall be stored, kept or done within the unit or in the common areas which will increase the rate of insurance on the project and building or shall result in the cancellation of the insurance taken on the building.
- 2.3 No sign of any kind shall be displayed to the public view in or from any unit or the common areas.
- 2.4 Every unit owner and/or tenant shall be obliged to keep and maintain his/her unit in good and sanitary condition and repair. No noxious or offensive activity shall be carried on within the unit or the common areas as shall effect the integrity of the building or which aesthetic may annoy or disturb the peace and quiet of the other unit occupants.
- 2.5 Nothing shall be done or placed in the unit or in the common areas which shall impair the structural integrity of building or change the appearance of any exterior portion of the building.
- 2.6 Entrance doors of units may not be changed or altered without the written approval of the condominium corporation.
- 2.7 No laundry may be hung in or outside the unit so as to be visible from the outside of the building.

3. SIGNS, ADVERTISEMENTS, ETC.

- 3.1 No sign, placard, picture, name, advertisement or notice visible on the exterior of any unit will be allowed except for commercial units.
- 3.2 No Commercial premises shall be built, inscribed, painted, affixed or otherwise displayed by owner nor any part of the building used for advertising purposes without the prior written consent of the Condominium Corporation. The Condominium Architects will adopt and furnish the Condominium Administration general guidelines relating to signs inside the Building on the office floors. Unit Owners agree to conform to such guidelines but may request approval of the Condominium Corporation for modifications subject to the approval of the Condominium Architects.
- 3.3 All approved signs and letterings shall be affixed or inscribed at the expense of the unit owner by a person by a person approved by the Condominium Corporation.

4. COMMON COMFORT ROOMS

- 4.1 Condominium Corporation will furnish one key to the common comfort rooms for the use of their employees.
- 4.2 The common toilet rooms, toilets, urinals, washbowls and other apparatus shall not be used for any purposes other than that for which they are constructed. No foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the unit owner who, or whose employees or invitees, shall have caused it.

5. USE OF RECREATIONAL FACILITIES

- 5.1 The swimming pool, Jacuzzi whirlpool facilities, gymnasium facilities and others are exclusive use of the unit owners and their lessees, their respective families and invited guests. The Building Administrator, subject to the approval of the Condominium Corporation, is hereby authorized to promulgated from time to time, such reasonable rules and regulations pertaining to the proper use and maintenance of said recreational facilities. Rules and Regulations displayed at the swimming pool are in effect.

6. USE OF THE PARKING AREAS

- 6.1 Parking areas located at the upper and lower level basement are assigned to specific condominium units. Unit owners and/or tenants shall park their vehicles only at the parking slots assigned to the unit. No vehicle belonging to a unit owner and/or tenant shall be parked in the driveways or in any such manner as to impede or prevent ready access to any entrance or exit from the building by another vehicle.
- 6.2 Only one (1) vehicle per slot is allowed. Bicycles and two-wheeled vehicles are allowed to be parked at the owner's and/or tenant's parking slot provided no prejudice is caused to third parties.

- 6.3 Unit owners, tenants and their respective guests, shall observe all traffic rules and regulations in the parking areas and ground fronting the buildings.
- 6.4 Parking areas at the front of the building premises shall be used exclusively by the unit owners and/or tenant's visitors.
- 6.5 Unit owners and/or tenants shall maintain their respective parking slots clean at all times, free from mud, debris and oil drippings
- 6.6 All unit owner's / tenant's vehicles must be registered with the Administration Office and vehicles must display their sticker which will be provided for such purpose.
- 6.7 The Condominium Corporation and/or the Building Manager shall be held liable for any loss or damage and thefts done to vehicles parked in the parking areas.

7. AIR CONDITIONING UNITS

- 7.1 No unit owner and/or tenant shall permit any such device or unit to leak condensation or to make any noise which may unreasonably disturb or interfere with the rights, comforts and convenience of other occupants of the building. If any such device or unit shall become discolored, the unit owner and/or tenant shall have it painted in a good and workman-like manner in the standard color of the building. If the unit owner and/or tenant shall fail to keep any such device or unit in good order and repair and properly painted the condominium corporation may cause the removal of such units, charging the cost of removal to the unit owner or tenant, and the unit shall not be replaced until it has been put in proper condition and only with the written consent of the condominium corporation.
- 7.2 No air conditioning device or unit shall be installed in any part of the building without the prior approval of the Board of Directors and/or through the Administration Office, as to the type, location and the manner of installation of such unit which approval may be granted or refused at the sole discretion of the Condominium Corporation as the case may be.
- 7.3 Each unit owner or tenant shall keep any such unit or ventilator which protrudes from the window of the condominium unit in good condition, appearance and mechanical repair.

8. GARBAGE DISPOSAL THRU GARBAGE CHUTE

- 8.1 Unit owner and/or tenant of each unit shall provide himself at his own expense with special garbage disposal container to hold and contain waste matter garbage or refuse and shall deposit them within his own premises and never at hallways.
- 8.2 Unit owners and/or tenants shall observe the following procedures with respect to the use of Garbage Chute:

- 8.2.1 Dry garbage (non-food materials) should be wrapped and fully enclosed in a disposable plastic bag before disposing through the garbage chute;
 - 8.2.2 All wet garbage (food waste materials) shall be thoroughly drained and separately wrapped in a disposable plastic bag before disposing same through the garbage chute;
 - 8.2.3 All garbage shall be wrapped in small bundles to prevent the forcing of large bundles in the chute;
 - 8.2.4 All bundles of waste shall be made to slide out of the hopper into the chute;
 - 8.2.5 All loose paper shall be crushed into tight bundles before placing the same in the hopper door;
 - 8.2.6 Special type of disposable plastic bag shall be used with the proper thickness. All disposable bags shall be properly tied or securely tied to prevent their damage;
 - 8.2.7 Only non-explosive waste shall be disposed of through the garbage chute. Materials such as aerosol cans, burst out ordinary or fluorescent bulbs shall not be allowed;
 - 8.2.8 No construction debris shall be thrown through the garbage chute;
 - 8.2.9 Door of the garbage chute must be kept close at all times when not in use.
- 8.3 All garbage or refuse dry or wet, may be thrown through the garbage chute at any time or at least few hours before the scheduled collection time daily except Sundays and Holidays.

9. PETS

- 9.1 Pets shall be kept within the confines of the unit owner's condominium unit. Whenever taken out of the unit, pets must be carried or be on leash.
- 9.2 No pets shall be permitted or kept in the building unless the same be expressly permitted in writing by the condominium corporation. Pets that will be allowed shall be housebroken.
- 9.3 The unit owner and/or tenant shall be responsible for any injury to any person/persons caused by pets.
- 9.4 The unit owner and/or tenant shall be responsible for cleaning any dirt or damage caused by pets on the common areas of the building premises.
- 9.5 No pets shall be permitted in the main lobby, or in the seating areas in the lobby except in passing from elevator or stairs.
- 9.6 Dogs and/or other possible dangerous pets shall be moved in or out of the building thru the service elevators and/or stairs.
- 9.7 It shall be at the discretion of the Administration Office to prohibit the retention in any condominium unit of any pet which he feels or finds to be dangerous or a nuisance to the building occupants.

10. CHILDREN

- 10.1 Unit owner and/or lawful occupant shall at all times be responsible for the behavior and conduct of his own children staying with him do not undertake activities offensive to other unit owners and/or lawful occupants or cause damages to common areas.
- 10.2 Children shall be permitted to play only inside the unit occupied by their parents. Children may also be permitted to play in certain designated areas, provided they are duly accompanied by an adult who shall supervise the activities of the children at all times that the children are in these areas.
- 10.3 In no case shall children be allowed to play in the main and secondary driveways.
- 10.4 The unit owner and/or lawful occupant shall be liable for the damage caused by his children and by other children staying with him.
- 10.5 Children below 7 years old must be accompanied by an adult in using the common areas.
- 10.6 Children will not be allowed to use the common areas for games which will endanger or damage the same and/or properties of other owners and/or tenants.

11. REGISTRATION OF DOMESTIC HELPERS, DRIVERS, SERVICE REPAIRS AND OTHER OUTSIDE SERVICE AGENCIES

- 11.1 Domestic helpers and drivers of any unit owners and/ or tenants shall be registered with the Administration Office and should properly secure their respective Identification Card form Administration Office.
- 11.2 Unit owners and/or tenants shall be responsible for all actions of their domestic helpers and drivers transfer within or out of the building. No transfer of any domestic help can be offered without written consent/recommendation/clearance from the previous employer.
- 11.3 All drivers of unit owners and/or tenants, shall be allowed in the designated drivers waiting area at the parking area.
- 11.4 All private and individual service contractors hired by unit owner and/or tenant for maintenance, repairs and other services, shall be requested to register with the Security Office or Administration Office. The Administration Office shall have the right to deny the entry to any individual or firm offering the service if not registered or notice thereof submitted with the Administration Office.
- 11.5 Owners and/or tenants of units and/or contractors shall provide the Administration Office or its Security Office, with a list of construction personnel who will make repairs, renovations or perform work in the respective units.

Clearance from the Administration Office is a requirement before they be allowed to bring in any materials or equipment for proper identification and safety precautions.

12. SECURITY SERVICES

- 12.1 Only persons registered with the Administration Office and/or with the Security Office as authorized by the condominium unit owner and/or tenant to bring his vehicle in or out of the parking area will be recognized and allowed by the security guard-on-duty to do so. Cars with tinted glass and windshields shall open their windows while driving to or from the parking area to allow the security guard to recognize the driver and his passengers.
- 12.2 The Administrator and/or his authorized representative shall have the right of access to any units for the purpose of making inspection for pest control, repairs and replacement of common facilities and installations or to remedy conditions which would result in damage to other portions of the building and in case of emergency, requiring such entry to the unit.
- 12.3 Any unusual occurrence in the building premises shall be reported immediately to the Security Office.
- 12.4 Furniture, fixtures, equipment, tools or other personal properties of the unit owners and/or tenants may not be brought out of the building without a proper gate pass authority signed by the unit owner and/or tenant or his authorized representative.
- 12.5 For Commercial Area, the Condominium Corporation reserves the right to exclude from the premises between the hours of 12:00 midnight and 6:00 a.m. daily; at all hours on Sundays, legal holidays; and after 2:00 p.m. on Saturdays, all persons or employees who do not present a pass to the Condominium Corporation signed by the authorized representative of the unit owner.
- 12.6 Each unit owner shall be responsible for all persons for whom it issued passes shall be liable for all acts of such persons. The Condominium Corporation shall in no case be liable for all damages or any error with regard to the admission to or exclusion from the building of any person.
- 12.7 In case of invasion, mob riot, public excitement or other circumstances rendering such action advisable in the Condominium Corporation's opinion, the Condominium Corporation reserves the right to prevent access to the building during the continuance of the same by such action as the Condominium Corporation may deem appropriate, including closing, locking or otherwise barring doors.

13. PASSENGER/SERVICE ELEVATORS

- 13.1 Passenger elevators shall be used exclusively by the Unit Owners and/or tenants and their respective guests.
- 13.2 Uniformed domestic helpers in the employ of a unit owner or tenant may use the passenger elevators freely.
- 13.3 Uniformed domestic helpers and drivers in the employ of a unit owner or tenant may use the passenger elevators when accompanying children of said unit owners or tenants or their guest.
- 13.4 Baggage, furniture, equipment, boxes, supplies, or packages of every kind and other heavy or voluminous articles are to be delivered to units through entrance to the service elevators. In no case will wet and dry garbage be allowed the passenger elevator.
- 13.5 All workmen, maintenance and administrative personnel and persons in appropriately dressed are not allowed inside the passenger elevators
- 13.6 Contractors workers, trades people, domestic helpers, drivers, messengers and other non-owners/tenants not covered by **Section 13.2 and 13.3** proceeding to floors above the 4th level shall use the service elevators. Below this level, stairs should be used.
- 13.7 Equipment or articles in excess of the maximum load of the elevator shall not be allowed in the elevators. The Condominium Corporation shall have the right to prescribed the weight, size and position of all equipment, materials, furniture or other property brought into the buildings. All damages to the building caused by the moving or carrying of any article therein shall be paid by the unit owner and/or tenant responsible for such damage.
- 13.8 The Building Manager may designate certain passenger elevators to be used to serve specific floors in the building.
- 13.9 The service elevator shall be available for use by any unit owner of the building, subject to such reasonable scheduling as the Condominium Administration in its discretion shall deem appropriate.
- 13.10 The person employed to move such equipment in or out of the building must be acceptable to the Condominium Corporation.
- 13.11 Heavy objects shall, if considered necessary by the Condominium Corporation stand on wood strips of such thickness as is necessary to properly distribute the weight.

14. PEST CONTROL

- 14.1 The Building Administration Office may authorize any pest control operator or his employees to enter any apartment unit at any reasonable hour of the day for the purpose of inspecting the unit for the presence of any vermin or undesirable insects and to take preventive and protective measures to control or exterminate same at the expense of the unit owner and/or tenant.

15. ELECTRICAL/COOKING EQUIPMENT

- 15.1 Electrical and telephone panels shall always be accessible and no obstruction of any kind should be allowed inside the electrical panel rooms.
- 15.2 Each apartment owner and/or tenant shall install at his own expense at least one (1) 10 lbs. ABC Fire extinguisher unit inside the unit/apartment.
- 15.3 Care shall be exercised by all apartment owners and/or tenants to see to it that there shall be no tampering with the water sprinkling devices, the alarm bell, smoke detectors, water sprinkling heads, fire hose cabinets, central fire alarm systems, etc.
- 15.4 For general safety of all apartment owners and the building as well, the use of candles and other similar open-flamed devices are prohibited during power outages. Rechargeable lamps should be used in lieu of such hazardous lighting devices.
- 15.5 The unit owner and/or tenant shall maintain and keep cooking appliances, gas tank hose and gas regulators free of any fire causing defects and substances.
- 15.6 The Building Manager is authorized to conduct inspection of cooking equipment to ascertain compliance to the above provisions in all units.

16. SOLICITORS, VENDORS, CAR CLEANERS, ETC.

- 16.1 Solicitors, vendors and car cleaners are not allowed inside the grounds of any part of the building premises. The authorized newspaper delivery boy and postman shall make their delivery to the lobby information desk. The unit owners and/or tenants or their helpers shall then pick-up the delivery from the information desk.

17. BUILDING WATER, SANITARY AND PLUMBING SYSTEM AND EQUIPMENT

- 17.1 No unit owner or occupant shall interfere or allow anyone to interfere in any manner with any portion of the water, sanitary and plumbing systems and equipment of the building unless accompanied or supervised by the Administration's Engineering Department or any authorized representative of the Condominium Corporation.

18. MANAGEMENT EMPLOYEES

- 18.1 No unit owner or tenant of the building shall send any employee of the management of the Building Administration Office out of the building on any private errands or tasks except for emergency purposes.

19. TERRACE AND BALCONIES

- 19.1 No cooking shall be permitted on any terrace or balcony of the building or in any place not specially constructed and equipped for such purpose.

20. PROLONGED ABSENCE OF UNIT OWNER AND/OR TENANT

- 20.1 Whenever the unit owner and/or tenant plans to leave for an appreciable length of time, the key to the door of the unit shall be left to person of his trust. The Building Manager shall also be informed of the same.
- 20.2 In any case, if any key or keys are entrusted by a unit owner or tenant or by any family member or by his agent, employee, licensee or visitors, to the Building Manager, whether for such unit owner's or tenant's unit or for an automobile, trunk or other personal property, the acceptance of such key or keys shall be at the sole risk of the unit owner or tenant and neither the Condominium Corporation nor the Building Manager will be liable to any injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

21. TIPPING

- 21.1 Employees of the Administration Office will be paid reasonable salaries. Unit owners and/or tenants shall not tip employees and acceptance of a tip will cause an employee's dismissal. Opportunity will be given at Christmas time to contribute to an employees' Christmas fund.

22. PARTIES

- 22.1 All applications for reservation for the use of function room and the other common facilities shall be made in writing on the prescribed form and addressed to the Building Manager specifying the date or dates requested, number of guests expected and nature of the occasion.
- 22.2 The use of function room recreational shall be restricted to private parties given by unit owners/tenants. In no event shall it be used for any function which is civic, religious, charitable or organizational in character.
- 22.3 A fee of Php _____ will be charged for the use of the facilities for cleaning, use of light, water and etc.
- 22.4 Reservation will become effective when confirmed in writing and provision made that the host shall, at his expense, make such arrangements as the Building Manager may deem required for the cleaning of the facilities and proper handling of the guests and their cars on arrival, and reception at the front desk counter.

- 22.5 Unit owners and/or tenants intending to have large parties of ten (10) persons or more in their unit shall confer with the Building Manager to set up similar arrangements for the convenience of their guests.

23. STORAGE ROOMS

- 23.1 The developer, may at its option, lease or assign storage space to the unit owners and/or tenants of the building or curtail its use thereof.

24. EMERGENCY CASES

- 24.1 The Condominium Administrator and/or his representative/s are authorized to enter any unit during an emergency even in cases where such entry may cause damage to the unit.

25. MISCELLANEOUS

- 25.1 Complaints regarding the service of the building, or defects or deficiencies in the original construction of the building must be made in writing and submitted to the Condominium Corporation through the Building Manager.
- 25.2 The Condominium Corporation shall have the right to file an action to enforce the House Rules and Regulations, and the party violating the House Rules shall pay for all costs of litigation and a reasonable attorney's fee.
- 25.3 Annual Association Dues, monthly fees, special assessments and any other charges shall be paid promptly to the Management within fourteen (14) days after issuance of statement of account. Fees not paid by the end of the month, in which said fees fall due, shall earn an interest twice the Philippine National Bank (PNB) rate prevailing at that date. Where fees are not paid by the first day of the following month, the Building Manager, at his discretion, can cut-off the utilities until such time as the fees including interest are paid. In the event of continuous failure to pay the aforesaid fees on time and it is necessary to employ an attorney, the party violating the same shall pay all costs and expenses of collection including attorney's fee.
- 25.4 All unit owners and/or tenants and those under them shall comply with any and all reasonable rules and regulations which may be promulgated from time to time by the Condominium Corporation and with all rules, regulations, ordinances, and laws made by the health and other duly constituted local or national authorities regarding the use, occupancy and sanitation of the apartments. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Condominium Corporation.
- 25.5 The unit owner and/or tenant of an apartment shall not affix, inscribed or paint any sign, notice, poster illumination of other advertising medium on any part of the inside or outside of the building. Occupants of the apartment units shall not

be allowed to display their names in entry, passageway, hall or stairway of the building, except on the doors of their respective apartment units.

- 25.6 Unit owners selling, leasing or renting out their respective units, shall notify the Building Administration Office of the person buying, leasing or renting the unit to include his address and telephone number including any charges thereto. Any assistance needed in selling or leasing their respective units can be availed from the Building Administration Office.

26. RULES ON ASSESSMENTS

There shall be assessments against each unit owner in the Residential Condominium Building proportionate to his or its appurtenant interest in such sum or sums as shall be designated, as follows:

a) Operational Fund Assessment

An amount equivalent to not less than the total operational expenses of the Residential Condominium Building for three (3) months shall proportionately be shared and collected from the unit owners in the Residential Condominium Building which shall be constituted as its WORKING CAPITAL. The proportionate amount contributed by each member shall be his or its equitable share in the said fund subject to be returned without interest in the event membership in the Condominium Corporation ceases. Any succeeding member to a ceasing member shall be assessed in the same amount unless a different sum is contributed subsequently in accordance with a decided and approved resolution. The operational fund shall be used to initially pay for such utilities, services and facilities availed of and shall be replenished regularly thru billing for operational expenses shared and proportionately participated in by unit owners.

b) Regular Assessment

An amount equivalent to the expenditures of the Residential Condominium Building in any given month in its operation shall be pro-rated and proportionately shared by all unit owners billed to it by the Administration Office, paid to the Condominium Corporation and considered as regular assessment and replenishment to the amount previously spent and taken from the working capital.

As far as practicable, the regular assessment of the monthly share of each unit owner shall be in proportion to the area owned in the cost of expenditures such as for security, janitors, electric and water consumption of the common areas, administrative expenses and such other similar common expenses for utilities and services availed of. In instances wherein the operation of the Residential Condominium Building certain expenditures are incurred and paid for the common benefit, such expenditures shall be included in the operational expenses for that particular month and billed to unit owners accordingly.

c) Special Assessments

The Board of Directors may from time to time designate such amount or amounts to be collected from unit owners as and by way of special assessment, unless otherwise designated, shall be used for the payment of insurance premiums of insurance taken to cover the Residential Condominium Building and the common areas, government and/or municipal taxes and fees, real estate taxes, for the beautification, reconstruction or improvement of the Residential Condominium Corporation whenever the fund of the Condominium Corporation of the insurance, proceeds are insufficient to meet the expenditures required.

d) Other Assessments

Expenses for collection and attorney's fees as provided under **paragraph (g)** hereunder, and any penalty, whether in the form of interest or liquidated damages, which the Board of Directors have fixed, adopted and imposed upon a unit owner or member for violation of any rule or regulation as provided under **Section 7 of the Master Deed**, shall be considered as an assessment within the contemplation of this Section.

e) Assessments to Bear Interest

Any and all unpaid assessment shall bear interest from due date until fully paid at such rate as the Condominium Management may fix in any particular instance, compounded annually, subject to the provisions of existing laws.

f) Assessment as Liens

Any sum or sums owing the Condominium Corporation by any unit owner in the (residential/commercial) Condominium Building shall be considered as a lien over said unit which together with other incidental increments, like deposits required, interest, penalties imposed, cost of collection and legal fees, shall have priority and preference against any other claim except those owing the Government.

Any sum or sums owing the condominium corporation from any member unit shall be considered the prime and sole responsibility of its owner notwithstanding any agreement, understanding or arrangement the unit owner may have entered into with his or its lessee or tenant and irrespective of the notice made to the Condominium Management about said arrangement.

No transfer of any unit or mortgage annotations shall be registered with Register of Deeds unless a clearance from accountabilities for unpaid assessments or otherwise shall have been issued by the condominium management through its duly authorized representative and this restriction shall be annotated in the Condominium Certificate of Title of all units in the Condominium Project.

g) Remedies to Enforce Collection

In the event that a member defaults in the payment of any assessment duly levied in accordance with the Master Deed and By-Laws, the Board of Directors may enforce collection thereof, by any of the remedies provided by the Condominium Act and other pertinent laws. In the absence of any resolution adopted by the Board of the contrary, the Condominium Management shall have the power to enforce the collection of any such assessments as well as institute sanctions like the stoppage of the utilities, water supply to the unit until such assessments are updated. In addition thereto, if the member's condominium unit in the residential Condominium Building is leased and his default has lasted for more than thirty (30) days, the Project Manager has the right to demand and receive from the unit owner's lessee the rent, from such lease up to an amount sufficient to pay the assessment including interest, if any, and such payment of rent to the Condominium Management shall be sufficient discharge of such lessee as between the lessee and the member to the extent of the amount so paid.

For this purpose, the unit owners of the corporation thereby bind themselves to incorporate a provision to this effect in the lease contract, if any of their units in the Residential Condominium Building notwithstanding such agreement, however, the failure of the lessee to pay the assessment shall not relieve the member of the liability to pay for such assessments.

If the Condominium Corporation is compelled to file suit for the collection of the overdue assessments, delinquent owners shall be liable for the expenses of collection and attorney's fees equivalent to twenty five percent (25%) of the amount due but in no case less than Php 1,000.00.

Other measures that may be taken by the Board of Directors, the President, or the Project Manager, in case of (1) delinquency or (2) default, or (3) refusal to pay fines, all of which will render a member delinquent, are the following:

1. Names of delinquent members may be posted in conspicuous place/s within the premises of the condominium;
2. Removal of furnitures, equipment or other items from the affected units of delinquent members shall not be allowed until all assessments dues and other liabilities of the delinquent member to the Condominium Corporation shall have been fully satisfied.
3. The Condominium Corporation through its President and/or Project Manager shall have the right to enter into and take physical possession of the unit of the defaulting members for the use and benefit of the Condominium Management for such period of time as may be necessary to liquidate the sum or sums of money owing to the Condominium Management, including the leasing of such unit to interested third party/ies under such rate as made acceptable to such interested party/ies and apply the rental payment to liquidate the member's delinquency; thereafter, the unit owner shall have the right to take over the lease contract and the proceeds thereof. Any and all income from the lease contract over and above the member's delinquency shall be turned over to the unit owner concerned and/or held in trust for him and in his/its behalf by the Condominium Management.

4. The Condominium Corporation reserves the right to cut-off electricity and other utilities and prevent use of (such as but not limited to the elevator, etc.) facilities by the delinquent unit owners.
5. No services by the Administrative Office, maintenance men and security guards shall be rendered to delinquent members, to their lessees and/or transferees.
6. The Condominium Corporation is authorized to annotate a lien on the CCT of the delinquent owner, for the amount of delinquency and to sell the property of the delinquent owner at public auction to satisfy the amount of delinquency after due and proper notice has been served, in accordance with the provisions of the Condominium Act and its implementing rules and regulation.

27. ENFORCEMENT

27.1 In the vent of violations of these House Rules and Regulations by the unit owners of lawful occupants, the association, through the Board of Directors of its duly authorized representative/s has the right to:

- 27.1.a Enter the unit in which a violation or breach of these rules and regulations has been committed, and to summarily abate and remove at the expense of the unit owner, any structure thing or condition existing therein which constitutes such violation or breach. The association or its duly authorized representative shall not be guilty of trespass in any manner when exercising this right;
- 27.1.b To join or abate by appropriate legal remedies the continuance of such breach or violation and all costs incurred thereby by the Association shall be assessed against the unit owner or lawful occupant guilty of such breach or violation.
- 27.1.c To prevent unit owners and their assignees, the use of all the common areas until the violation is stopped, corrected and penalties paid.

If the breach or violation is committed by a lessee, guest of the unit owner or lessee, or any person allowed access to the premises by the unit owner, or lessee, the Association, through its duly authorized representative, may require the unit owner to ask the lessee, guest or person allowed access to the premises, to vacate the unit and leave the premises of the building.

Annex A

SWIMMING POOL RULES AND REGULATIONS

1. The swimming pool, Jacuzzi whirlpool and the poolside pergola facilities are for the use of unit owners/tenants. However, use of said facilities must be coordinated with the Building Administrator.
2. Unit owners/tenants, guests and relatives (non-residents) shall register with the Security and Safety Office before using the Swimming pool, Jacuzzi whirlpool and poolside pergola facilities.
3. Swimming hours will be from 7:00 A.M. to 10:00 P.M. daily including Sundays and Holidays unless authorized by the Administrator to go beyond the designated hours.
4. Use of these facilities will be in such manner as to respect rights of other unit owners/tenants. The use of these facilities will be controlled by regulations to be used from time to time.
5. Swimming alone when no other person is in the immediate pool area is prohibited unless a waiver of liability risk of the Condominium Association is previously submitted by the part concerned.
6. Boisterous behavior or rough play in the pool and running along the poolside area are prohibited
7. Persons having any apparent skin diseases, sore or inflamed eyes, cough, cold, nasal, or ear disorders, or any communicable disease are not allowed within the swimming pool area.
8. Smoking, spitting, spouting water and blowing nose in the pool are strictly prohibited. Food and intoxicating drinks shall not be allowed within the swimming pool area.
9. Proper attire will be swimming suits only. All individuals shall provide their own towels and as possible, persons shall use dry clothes in going back to their respective units. (female attire: bathing suits – male attire: swimming trunks).
10. All guests, adults and children must be accompanied by a resident at all times and when not accompanied must present a guest slip to be issued at the specific request of a resident. Guest slip may be obtained from the Administration Office and/or Security and Safety Offices.
11. The number of guests and/or relatives (non-residents) in one group at any time will not exceed four (4). Special permit for more than this number must be secured from the Administration Office.
12. No group of guests and/or relatives (non-relatives) will be allowed on Saturdays, Sundays and Holiday.
13. Residents are reminded that they are responsible for the conduct of their guests at all.

14. Hired employees of the residents (drivers, maids and domestic help) shall not be allowed to swim in the pool.
15. No pet is allowed in the swimming pool area.
16. It is requested that all individuals cooperate in maintaining maximum cleanliness, sanitation and tidiness in the swimming pool area.
17. The use of shower and rinse-off lotion before going into the pool is requested.
18. The Administrator and the Management are not and will not be responsible for any losses or misplacement of personal items brought in the users of the pool during their time in the area. Likewise, the Management shall not be responsible for any accident or damage to third parties while using the pool and the area during and beyond the time authorized for their use.
19. No swimming lesson on commercial basis.
20. No exclusivity on the use of the swimming pool.