



General Village Rules and Regulations

These General Village Rules and Regulations are made in accordance with the Deed of Restrictions of MICARA ESTATES-TANZA and shall be enforced as part of such Deed.

I. General Restrictions

- a. The units shall be primarily used for residential purposes with some identified Mixed-use Units, as the plans indicate, and shall not be converted into any other use.
- b. Unit owners, awardees, or any lessees, and occupants of the unit with written authorization from the unit owner shall be collectively referred herein as "homeowner". Homeowners shall be responsible in keeping their units in good condition in a manner that shall not prejudice other homeowners. Vacant/loose lots, shall be maintained and kept reasonably clean and clear of any form of debris by the owner.
- c. No unit shall be occupied without a valid Authority To Move-In (ATMI) issued by the developer to the Homeowner. In case of mistake in the occupation of a unit, the occupant shall vacate the same upon demand by the Developer/Association. Failure to vacate despite demand shall give rise to legal liabilities and damages enforceable against the erring Homeowner through the courts and shall be a ground for the Developer/Association to refuse of terminate provisions for utilities and services.
- d. Homeowners shall not introduce any improvements, alterations or additions on their units without prior written consent or approval from the developer and Micara Estates-Tanza Homeowners Association (the "Association") or vacant /loose lots. Otherwise, the homeowner concerned shall lose any and all rights or claims to any warranty by the developer.
- e. The unit may not be devoted to any improper, offensive, unlawful and/or immoral practice, or to other activities prohibited herein. No contraband, effects of crime, explosive or highly combustible materials shall be kept or maintained in the premises.
- f. Any noisy, boisterous or loud acts that may interrupt the peace and order of the subdivision and its residents are strictly prohibited.
- g. Homeowners shall, at all times, be responsible for the behaviour and conduct of their children. Playing and/or loitering along the streets/driveways/common areas without adult supervision are not allowed.
- h. Cycling, roller blading, skating, skateboarding and other similar activities along the streets shall only be allowed at certain times or as prescribed by the Association.
- i. All motor vehicles must be equipped with mufflers or other noise-deadening devices, as far as practicable.
- j. Public utility vehicles (PUVs), except taxi cabs and those that are privately hired, are not allowed to enter the subdivision.
- k. All tricycles, whether public or private, are not allowed inside the subdivision.
- l. Homeowners are prohibited from hanging their laundry and other clothing articles in the front part of their houses.
- m. Burning of garbage and other waste materials within the subdivision is strictly prohibited.
- n. Any obstruction and construction materials in common areas is strictly prohibited. Homeowners must not place objects that will cause obstruction to walkways, entrances, and/or any other part of common areas (e.g., pot plants, hoses, cages and cleaning materials).
- o. No signs or any other form of advertisement shall be exhibited or displayed in any part of the common areas and homeowners' respective properties without prior written consent from the Association.
- p. Indecent exposure and drinking of alcoholic beverages in streets, parks and other common areas of the subdivision are strictly prohibited.

- q. Gambling, loitering and other illicit activities are strictly prohibited within the subdivision.

II. Maintenance of Units

- a. All homeowners shall keep their units in good condition at all times.
- b. Homeowners shall keep the grass within their property trimmed to reduce fire hazard and for aesthetic reason.
- c. All maintenance activities that may pose danger or safety concerns and that may become a nuisance to other homeowners shall be regulated by the Village Administrator (VA).
- d. Expenses for the upkeep and repair of units shall be shouldered by the homeowner. Homeowners who intend to introduce improvements/alterations to their respective units shall initially coordinate with the Home Improvement and Compliance Unit (HICU) for approval and compliance monitoring.

III. Vacant/Loose Lots

- a. Building of any unauthorized structure (e.g., shanties, huts and sheds) in vacant/loose lot areas is strictly prohibited. Permission may be secured from the VA to set up temporary structures on a case to case basis.
- b. Dumping of garbage, construction debris, tree cuttings and other waste materials on vacant/loose lots is strictly prohibited.

IV. Vehicle and Access Control

a. Vehicle Guidelines:

- i. Homeowners are required to register their vehicles with the Village Administration Office (VAO) and avail the official vehicle sticker issued by the Association.
- ii. Homeowners shall be allowed to purchase only one (1) vehicle sticker per unit. Issuance of more than one (1) sticker per unit shall be subject to approval of the Association.
- iii. Homeowners shall submit photocopies of the following documents, together with the official Association vehicle sticker application form to the VAO:

LTO Official Receipt for Payment of Car Registration;
LTO Certificate of Registration;
ATMI;
Lease Contract (if resident is lessee); and
Authorization Letter issued by the company (if vehicle is company-owned)

- iv. The Vehicle Sticker Application Form is free and may be secured from the VAO.
 - v. The cashier shall issue a Homeowners' Association Official Receipt (OR) upon receipt of payments for vehicle stickers and/or registration fees.
- b. Drivers of vehicles without valid stickers entering the subdivision shall surrender a valid ID to the gate guard for issuance of a gate/visitor's pass and provide all necessary information such as name and exact address of person to visit or drive home.
 - c. Vehicles must be parked in the appropriate space within the property. Vehicles may not be parked on sidewalks, open spaces and other vacant lots. VAO reserves the right to restrict parking on areas where vehicular traffic is heavy.
 - d. All vehicle owners and drivers must observe subdivision traffic rules and regulations as may be prescribed by the Association. They shall exercise extreme caution while driving inside the subdivision to avoid damage/injury to facilities, other vehicles, property and/or persons. Maximum speed for all vehicles inside the subdivision must not exceed 20 kph, or as may otherwise be prescribed by the Association.
 - e. Parking of vehicles along the driveway shall be regulated. Vehicles delivering materials to MLI, shall comply with these rules and regulations. Illegally parked vehicles shall be

towed at the owner's expense. Fire trucks, ambulances, police cars and other vehicles responding to emergencies are exempt from towing.

- f. Minors are not allowed to drive in the subdivision. Practice driving is strictly prohibited.
 - g. Smoke belching and/or drunk driving are prohibited in the subdivision. Violators shall be stopped and reported to proper authority.
 - h. Public utility or passenger-type vehicles (PUVs) are not allowed to operate inside the subdivision unless approved by the Association.
 - i. Drivers/owners of heavily-tinted vehicles must lower their windows when coming in or going out of the subdivision to allow the gate guard to view passengers. Drivers shall also temporarily dim their headlights upon entry/exit at the gates during night time.
 - j. Prolonged and repeated blowing of horns, excessive revving of engines, loud car stereos and the likes are strictly prohibited.
- V. Security
- a. Homeowners are fully responsible for the safety and security of their persons and properties.
 - b. When bringing out materials, furniture, equipment and other home/commercial appliances, homeowners are required to fill out the Gate Pass duly approved by the VA.
 - c. The Move-Out Form is available at the VAO and must be accomplished at least three (3) days prior to move-out.
 - d. Delivery of furniture, equipment and home appliances must have prior clearance from the VA before the grant of access inside the subdivision. Delivery is allowed between 8:00am to 5:00pm from Monday to Sundays.
 - e. Security personnel shall record all incidents, occurrences and any other security-related concerns reported by homeowners. The concerned security personnel shall furnish a copy of these reports to the Association and VA.
 - f. Deliberate or indiscriminate and unwarranted display and/or discharge of firearms by homeowners, members of their family, their visitors, and all other persons inside the subdivision are strictly prohibited.
 - g. The illegal use, sale and/or possession of prohibited drugs and firearms inside the subdivision are strictly banned.
 - h. Loitering within the subdivision between 10:00pm to 5:00am is prohibited.
- VI. Employees and Household Helpers
- a. Homeowners shall be responsible for the behavior and conduct of their household employees (e.g. maids, drivers), as well as in ensuring their employees' compliance to the village rules and regulations.
 - b. Employees, household helpers, construction workers and other persons in the service of Homeowners must undergo a security check upon entering/exit to the subdivision. Their bags, luggage and packages shall be inspected by security personnel.
 - c. Visitors of employees and household helpers may be allowed entry into the subdivision only upon clearance by the Homeowners concerned. The visitors' names, time and duration of visit must be recorded by the gate guard on duty.
 - d. Employees and household helpers must submit a gate pass/authorization letter issued by the Homeowner when going out of the subdivision carrying valuables and the like.
 - e. Employees and household helpers shall stay in designated waiting areas for the purpose.
- VII. Vendors/Peddlers/Solicitors
- a. Any commercial establishment (e.g., sari-sari stores), street vendors/peddlers and any transactions or engagements with them are strictly prohibited, except as may be allowed by the Developer and Association.
 - b. Vendors/peddlers/solicitors are strictly prohibited from roaming inside the subdivision.
- VIII. Social Gatherings
- a. Social gatherings must only be held at the clubhouse, multi-purpose hall or other areas designated for the purpose. However, for subdivisions without said amenities, homeowners shall seek permission from the VA for the use of designated open spaces.

- IX. Construction
- a. Homeowners shall not make any addition, alteration or modification on the house or introduce any improvement on the lot without the prior written consent of the developer or the Association, as the case may be. Homeowners shall, at their own cost, prepare building plans and specifications, and shall obtain the necessary government permits before commencing work.
 - b. Tenants/Lessees shall not be allowed to make any addition, alteration or modification on the house or introduce any improvement on the lot without a duly executed special power of attorney by the Unit owner.
 - c. Homeowners shall at all times conform to the guidelines in securing permits for exterior and interior improvements and shall adhere to the rules and regulations stated in the construction guidelines.
 - d. Homeowner's contractors and construction workers shall be confined to their respective project sites at all times. Loitering is strictly prohibited.
 - e. Stay-in construction workers shall only be allowed upon approval of the HICU.
 - f. Any form of gambling or games of chance, consumption of intoxicating beverages or use and possession of prohibited drugs by and among construction workers within the subdivision are not allowed.
 - g. All construction workers shall maintain decent and proper appearance and decorum when inside the subdivision.
 - h. Working hours should be limited to six (6) days a week, (i.e. Mondays to Saturdays), from 7:00am to 5:00pm.
- X. Sanitation and Garbage Collection
- a. Homeowners shall, at all times, be responsible in keeping their units clean and free from visible garbage and any unpleasant odor. In line with this, they shall also be responsible in providing trash bins inside their respective units.
 - b. Only domestic or household wastes shall be collected by designated garbage collectors. Domestic or household wastes are those that are produced at home (e.g., kitchen waste, plastic, glass, paper, dried leaves, etc.).
 - c. Homeowners must comply with applicable garbage segregation policies of the local government and/or Association, if any. Homeowners shall only place their garbage outside their units during the scheduled collection day.
 - d. Homeowners shall coordinate with the VA regarding the collection schedule of wastes other than domestic ones, such as but not limited to the following:
 - Construction debris
 - Old furniture and appliances
 - Garden waste
- Homeowners shall contract separately for the pick-up of such wastes.
- e. All recyclable materials shall be collected by assigned personnel from the Association for the Materials Recovery Facility (MRF). Full utilization of the MRF shall be imposed in coordination with the Municipal Environment and Natural Resources Office (MENRO).
 - f. The Association shall be responsible in making arrangements for the pick-up and proper disposal of garbage and in notifying the homeowners of the regular collection schedule.
- XI. Parking Space
- a. Streets are intended as pathways and must be clear from any obstruction and construction works, especially during emergency cases.
 - b. Visitors must park their vehicles at designated parking areas only. The VAO reserves the right to refuse entry to vehicles if the parking area is full.
 - c. Double parking is not allowed, except in certain cases with the consent of the VAO.
- XII. Pet Regulations
- a. No work animals such as cows, pigs, goats, sheep, or fowls shall be kept and/or raised in the unit and/or any portion of the common areas.

- b. Pets must be kept in reasonable conditions within the confines of the homeowner's property. Whenever taken out, pets must be properly restrained or contained.
- c. Homeowners must have their pets vaccinated regularly.
- d. When walking a pet, the owner must put a leash on the pet and always carry a dog poop bag.
- e. Pets may be restricted in certain areas in the subdivision, as may be determined by the Association.
- f. Pet owners should not leave their pets in common areas unattended.
- g. Pets shall not in any way cause danger or distraction to the community. Nuisance pets are animals that are noisy, untamed/unruly, foul smelling and unkempt.
- h. Pet owners shall be responsible in cleaning after their pets.
- i. Pet owners shall be liable for any damage or injury to third parties caused by their pets.
- j. The Association reserves the right to prohibit the retention of any pet found to be dangerous or a nuisance to other residents, or kept in cruel and unsanitary conditions, or have any pet evicted/banned from the community in case of their owners' failure to follow rules and regulations. The Association likewise reserves the right to prohibit animals/pets that are kept in commercial quantities as may be determined by the Association.

XIII. Sale or Lease of Units

- a. Homeowners must inform the VAO in writing of any sale, or lease agreements on his unit.
- b. The VA may prohibit a tenant or homeowner from moving into the unit unless all dues, assessments, penalties and fines and whatever charges accrued on the unit are fully paid.
- c. FOR LEASE AGREEMENTS
 - i. Homeowner must furnish VAO with a copy of the duly approved, signed and notarized copy of the lease contract, including the extent of the tenant's use of the facilities of the subdivision and the arrangement for payment of dues and assessments, Association membership privileges, etc. Said requirements must form part of the homeowner's written advice at least 1 week before the lessee's intended move-in date.
 - ii. Homeowner must provide VAO with a written notice of the date in which the tenant shall move into the subject premises.
- d. FOR TRANSFER OF OWNERSHIP
 - i. The new Unit owner shall provide VAO with a certified true copy of the Transfer Certificate of Title (TCT) as proof of ownership of the lot. The original copy of the TCT must be presented for verification.
 - ii. In cases where the new TCT is still being processed, the new unit owner must submit a copy of the notarized Deed of Absolute Sale or any other document transferring ownership of the property to the new unit owner.
 - iii. The Association/VAO reserves the right to withhold issuance of the Authority to Move In to investigate or verify the accuracy of submitted documents.

XIV. ASSESSMENT OR DUES

- a. Each Unit Owner is ultimately liable (regardless of whether or not the unit is occupied) for payment of Association dues to defray duly authorized village management expenses and projects, which will be assessed individually and paid to the authorized collecting agent subject to requirements of the Deed of Restrictions and the Association By-Laws.
- b. Assessments must be paid without need for demand within prescribed payment periods. Late payments will be subject to duly approved interest and penalty rates.
- c. The Association reserves the right to take legal action against any unit owner who fails to remit payment after repeated reminders from VAO or the authorized collecting agent.

XV. Compliance and Enforcement

- a. Homeowners and tenants must comply with these Village Rules as may be revised, modified, amended or supplemented from time to time by the Developer/Association and with all rules, ordinances and laws in force promulgated by duly constituted local or national authorities regarding the use and occupancy of the village.
- b. All lease contracts entered into by the Unit owner shall comply with these Village Rules and Regulations.
- c. The Association has the right to file an injunctive and/or other applicable legal action to enforce these Village Rules and the party violating the same shall bear all costs related thereto including a reasonable attorney's fee which will in no case be less than Php 20,000.00 or as may be prescribed by the Developer/Association.
- d. Homeowners are liable for all violations of the MICARA ESTATES-TANZA Deed of Restrictions, these Village Rules and other regulations promulgated by the Developer/Association, committed by the homeowner / resident, members of his household and guests. In the event that the homeowner / resident fails to abate the violation committed and the deadline or time fixed for the abatement or correction of such violation and compliance with the pertinent provision under the Deed of Restrictions or these Village Rules has passed, the homeowner shall pay to the Association penalties and charges as may be prescribed from time to time.