Village Rules and Regulations
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FOREWORD

This Homeowner’s Guide has been carefully prepared to serve as a practical guide for residents to enjoy the facilities and amenities of Avida Settings Nuvali. It is very important that as a resident/lot owner, you and your family are familiar with the range of facilities available for your use, as well as your responsibilities as a resident/lot owner of this unique development.

The Information contained in this handbook includes Village Rules and Regulations which must be followed by all residents and lot owners. It also includes general rules on the use of the recreational facilities and common areas as well as important contact information.

From time to time, this handbook may be supplemented and updated by the Board of Trustees of the Association. In any event, the Village Management will notify you of any changes.
VILLAGE RULES AND REGULATIONS

The **Avida Settings Nuvali Homeowners’ Association, Inc. (ASNHOAI)** has formulated these guidelines with the intention of maintaining an environmentally friendly and sustainable master-planned community and one with a friendly neighborhood that is both peaceful and enjoyable. With this, the House Rules shall be applied for the common good of the owners and residents of the village. Such rules are designed to:

- Safeguard every resident’s health, safety and welfare by establishing and sustaining a safe, livable and pleasant community;

- Accord to each property owner the full benefit and enjoyment of his property with no greater restriction than is necessary to ensure the same advantages to other property owners;

- Assure residents that the intended land use and character of their community will be preserved, protecting their rights to access, ventilation, view, utility service and privacy;

- Maintain the high aesthetic standards that make Avida Settings Nuvali an attractive and desirable place to live in;

- Prevent nuisances and the deterioration of neighborhoods that inevitably follows a “let people do whatever they want” philosophy of construction, maintenance, and property use;

- Protect property values by ensuring that only compatible developments and densities will be located within the community.
The AVIDA SETTINGS NUVALI HOMEOWNERS’ ASSOCIATION (ASNHOAI)

- Each Owner shall automatically be a member of the Association. Membership in the Association shall not be transferable separately from the Lot to which it pertains.

- Owners must abide by the rules and regulations laid down by the Association in the interest of sanitation, security, aesthetics and the general welfare of the community.

- The Association is authorized to collect dues or make assessments to meet its expenses.

- Each Owner shall be required to advise the Association of the sale or lease of his Property to another party within 15 days from the date of execution of the contract covering such sale or lease.

Members

- All subdivision lot owners and long-term (a period of 1 year or more) lessees of houses in Avida Settings Nuvali.
- Long-Term lessees of houses are considered as members of the association in lieu of the property owner.
- A member in good standing is one who complies with all the duties and obligations of a member.

Duties of Members

- To pay on time association dues, special assessment, and such other fees which may be levied from time to time
- To participate in major activities and other social affairs of the association
- To attend all meetings, seminars and other forums that may be called by the association
- To obey and comply with the association by-laws and other rules and regulations as may be promulgated by the Board of Directors or Trustees

Homeowners’ Dues

- Each homeowner will be charged homeowners dues that will cover security, maintenance of the common areas and common amenities of the village and other funds that may be established, that will preserve other areas within Nuvali.
- Association dues may be paid annually, quarterly or monthly.
- Information on payment schemes is posted on the village bulletin board or may be obtained from the Property Office.

Rights and privileges of Members in Good Standing

- To vote on all matters brought before the members
- To be eligible to any elective or appointive office of the association
- To participate in the deliberations of the members in all its meeting meetings
- To avail himself of all the facilities and services of the association
How can I help?

We have numerous volunteer opportunities. The best way to get involved is to attend General Assemblies or Committee meetings and get to know other homeowners who may share the same interests.

Why should I volunteer or be active in the ASNHOAI activities?

There is power in numbers. The very reasonable annual dues are a manifestation of our concern and commitment to our collective interests. The more people we have involved with the organization, the more power the organization will have while fulfilling its community vision, mission and values.

When and where are the meetings?

Unless otherwise advised, board meetings are held every 4th Sunday of the month at the village clubhouse. A calendar of community activities are published regularly through special advisories.
1. **General Cleanliness and Sanitation**

   1.1. Burning or incineration of any trash, garbage, garden cuttings or other rubbish on any lot is prohibited.

   1.2. Garbage containers should be properly covered and kept odor-free.

   1.3. Wet garbage should be placed inside plastic bags which should be securely tied before being placed inside the garbage container.

   1.4. Garbage containers should be kept inside the lot and must be brought out only during garbage pick-up hours.

   1.5. Proper segregation & garbage disposal should be strictly observed.

   1.6. Owners/occupants must avoid littering within the village. They shall keep and maintain their premises and common areas in a clean and sanitary condition, free from all obnoxious or unpleasant odors.

   1.7. Clotheslines, piles of wood, construction materials and/or equipment must be concealed from public view.

   1.8. Cutting of trees is prohibited unless there is prior permission from the Board of Trustees.

   1.9. Dumping of trash, litter, discarded materials of any kind (including but not limited to broken furniture; packaging materials and debris, tools and equipment) on vacant lots are strictly prohibited.

   1.10. Planting agricultural, commercial, or ornamental crops or gardens on vacant lots and at the sidewalk planting strips is strictly prohibited.

   1.11. Residents, owners and tenants should, at all times, conserve, cooperate in conserving, and ensure the conservation of all resources, natural and otherwise, of the country and of the village.

   1.12. The Association shall make arrangements for pick-up and disposal of garbage, and notify the owner/occupants of the periodic schedule of such service and of the Solid Waste Management program of the Association.

2. **Streets/Vehicles/Drivers**

   2.1. Vehicles of residents should have the approved stickers permanently located on the windshield for entrance purposes.

   2.2. The maximum speed limit of 20 kph must be observed at all times.
2.3. Only trucks weighing a maximum twenty (20) metric tons, whether loaded or unloaded, may enter the village.

2.4. Overloaded vehicles are not allowed inside the subdivision. Violators of this provision will not be allowed to enter the village or if already inside, shall be prevented by the security from driving such an overloaded vehicle. For the purpose of identifying overloaded vehicles, the following shall be considered:

2.4.1. Motorcycles with more than two (2) persons on board
2.4.2. Any type of motor vehicle with passengers beyond the prescribed sitting capacity
2.4.3. Trucks loaded with construction materials more than its capacity as specified in the registration paper and indicated/printed on the side of the vehicle.

2.5. Anyone riding a motorcycle should wear safety gears such as crash helmet, etc.

2.6. Unnecessary/excessive car horn blowing is not allowed within the village especially at night.

2.7. In no case shall smoke-belching vehicles be allowed within the village. Public utility vehicles, especially tricycles, will not be allowed entry into the premises. Taxis, however, may be allowed to enter the village upon leaving their driver’s license at the guard house which will be returned to them before they are allowed to leave the village.

2.8. For visitors who have surrendered their IDs at the gate, the numbered vehicle card (given by the gate guard) must be prominently displayed at the dashboard, seen through the windshield of their vehicles.

2.9. While at the premises of the village, drivers of homeowners and lessees are prohibited from gambling, drinking liquor or loitering, indulging in horse play or other rowdy behavior, staying and / or sleeping inside parked vehicles or any similar activity. Drivers shall stay in their employee’s house only. Drivers shall abide by the rules & regulations of the village.

2.10. Intoxicated persons are not allowed to operate any type of motorized vehicle inside the village.

2.11. Student drivers are not allowed to practice driving skills within the village premises.

2.12. Whether parked or in transit, the volume of car stereos should be limited so as not to disturb the peace and quiet of the residents.

2.13. Any violation of the traffic rules and regulations shall subject the owner/occupant concerned to sanctions/fines that may be promulgated and enforced by the village Association. (See Appendix on Fines and Penalties)

3. Parking

3.1. No Street or Park may be used for overnight or long-term parking and/or washing or maintenance of any vehicle; provided, however, that, subject to security measures and traffic regulations adopted by the Association, temporary parking of vehicles may be
allowed on designated areas or roads. Penalties against erring Owners shall be imposed by the Association for cars/vehicles left outside designated parking areas or garages. Owners of cars/vehicles left outside the parking areas or residential garages shall be penalized accordingly by the Association.

3.2. Double-parking in any part of the village thoroughfares shall not be allowed.

3.3. Parking on the streets should not cover the sidewalk even partial. Sidewalks are provided for pedestrians and are not designed to carry heavy loads.

3.4. Driveways should be free from parked vehicles or any other form of obstructions at all times.

3.5. Parking should be parallel with the streets, otherwise shall be considered obstruction to the flow of traffic.

3.6. No parking is allowed up to seven meters away from a street corner or in a blind curve of the village thoroughfares as well as in any slope preceding a long stretch of the road.

3.7. The Association shall not be held liable for any loss of or damage to cars or other vehicles in the common parking areas. The Administration, however, will conduct an investigation into such incidents and submit an appropriate report to the homeowner or lessee involved.

4. Village Car Stickers

4.1. Stickers may be issued to Owners who are members in good standing subject to the payment of corresponding fee, for the purpose of regulating the use and access to all roads within the village. Other sticker classifications or entry permits for trucks, jeepneys, and public utility vehicles may be issued at the discretion of and subject to the rules prescribed by the Association.

4.2. Only vehicles with Avida Settings Nuvali Homeowners’ Association, Inc. stickers will be given immediate access to the village.

4.3. Only members in good standing and school bus drivers may obtain the Avida Settings Nuvali Homeowners’ Association, Inc. stickers from the Administration office subject to the following:

4.3.1. Submission of a duly accomplished application form and payment of the appropriate fee for each vehicle.

4.3.2. Submission of copies of the vehicle’s Certificate of Registration (CR) and Official Receipt (OR).

4.3.3. If the vehicle is newly acquired, a copy of the Deed of Sale can be submitted in lieu of the CR and OR.

4.3.4. If the sticker is being requested for a company vehicle, submission of the company’s authorization/certification.
4.3.5. For a lot that is registered under a company name, only the authorized representative(s) stated in the Secretary’s Certificate issued by the company can avail of the sticker.

4.3.6. Only authorized representatives of the Association shall be responsible in affixing the stickers on the windshields of vehicles.

4.4. Car stickers shall be renewable yearly.

4.5. The Association shall be free from any liability for any untoward incidents or damages that may occur arising from or during the use of motor vehicles and/or the use of village stickers within Settings Nuvali. The issuance of this sticker does not carry any acceptance of liability on the part of the ASNHOAI.

5. ID System

5.1. Lot owners and residents will be provided with an association ID card, which may be used for easy entry into the village. The Village ID distinguishes the homeowner from non-association members and helps provide better security in the village. The Village ID is vital to association members who wish to use amenities or facilities. One vital component of the Village ID is an assigned customer number which serves as reference for any transactions entered into within the village (such as the payment of dues).

5.2. Application Requirements

6.2.1 Copy of the Deed of Absolute Sale or Contract to Sell, if Owner

6.2.2 Copy of Lease Contract or Authorization letter from Owner, if Tenant

6.2.3 1X1 photo (2 pieces)

6.2.4 Accomplished Application Form

6.2.5 For secondary Buyers, to present SPA or a Certificate of Change of Ownership

5.3. Rules & Regulations

6.2.6 Identification Cards are to be assigned to owners or authorized tenants only and if need be, the members of their immediate family.

6.2.7 These Identification Cards will be controlled by a number that will identify the Owner or Tenant’s transactions with the Association.

6.2.8 The Card will also be used as identification for the use of the Amenities of Avida Settings Nuvali Homeowners’ Association, Inc.

6.2.9 All transactions with the Association shall be monitored through this number.

5.4. For members, the Identification Card shall be renewable every three years. For tenants, the Identification Card shall be renewable every year.
5.5. All village personnel such as security, maintenance and those working for the Association, shall also be issued village Identification Cards. These must be surrendered upon resignation or termination of contract from the Village Association.

5.6. Village security as well as maintenance (technical & grounds) personnel must display both their village ID and their respective agency’s ID.

5.7. Domestic Helpers

Domestic Helpers are required to have two identification cards:

a. Village ID – this will allow entry into the village and will serve as employment Identification.

b. Domestic Pass - this will allow exit from the village for their day-off or other external obligations. The pass will indicate that the Domestic Help’s Employer has granted him/her permission to leave the village. The Domestic Pass is issued by the Administration office to the Employer. The Employer must only give the pass to their domestic help when he/she allows the domestic help to leave the Village. The domestic help will then surrender the card to the main gate. The pass shall be returned to his/her Employer by the assigned security guard upon return of the domestic help.

5.7.1. Application Requirements:

a. Personal Completed Application Form
b. Copy of Residence Certificate
c. Copy of NBI Clearance
d. If a Driver, copy of Driver’s License
e. appearance at the Security Office for the official photo

5.7.2. Rules & Regulations:

a. The Employee Identification Cards (both Village ID and Domestic Pass) shall only be valid if authorized by the Owner of the property or the authorized tenant.

b. The Identification Card shall be noted by the Property Manager first prior to issuing the card.

c. Curfew for household employees is between 8pm to 5am

d. When leaving the village and entering the premises, they are subject to inspection by security personnel at the village gate

e. The ID card shall be renewable yearly.
5.7.3. Registration Fee: P50 per ID card

5.8. **Construction Workers**

The contractor of each construction site shall be responsible for acquiring the ID cards from the Administration office prior to construction in the Village. Validity is only up to 3 months or upon termination of contract/ completion of project, whichever comes first.

5.8.1. Application Requirements:

   a. Completed Application Form/Biodata
   
   b. Copy of Original NBI Clearance
   
   c. Personal appearance at the Security Office for the official photo

5.8.2. Rules & Regulations:

   a. The Employee Identification Card shall only be valid if authorized by the Owner of the property or the authorized tenant.
   
   b. The Identification Card shall be noted by the Property Manager first prior to issuing the card.
   
   c. Curfew for construction workers is between 7pm to 7am
   
   d. When leaving the village and entering the premises, they are subject to inspection.
   
   e. The ID card shall be returned to the administration upon termination of contract or completion of project.

5.8.3. Registration Fee: P50 per ID card

Temporary Pass shall be issued for construction workers or suppliers whose work shall be less than five (5) days.

5.9. **Visitor’s Pass/Car Pass** shall be issued to walk-in guests of the members or the Property Management. A valid driver’s license ID shall be given to the main gate guard in exchange for the Visitors Pass.

5.10. **Events Pass** - during big events (i.e. Weddings, Baptisms, Parties), the host’s invitation shall serve as entry pass to the village. A sample must be given to the Administration not less than one (1) week before the scheduled event. A guest list shall also be submitted to the administration not less than one (1) week before the scheduled event.

5.11. **Village Gate Pass** shall be used to regulate the exit of resident’s guests / employees in bringing items out of the village. This can only be authorized by the Owner of the property or the authorized representative. The pass should likewise be noted by the Property Manager before the guard-on-duty can allow the release.
6. Safety and Security

**Fire Emergency**

6.1. In case of fire, call Village Security at 0927-891-0393.

6.2. The OIC of Village Security shall inform the Property Manager and the Bureau of Fire Protection respectively.

6.3. While fire is in progress, the on-scene commander shall muster the occupants of the residence involved. In the same manner, neighboring households shall be mustered to prevent further casualty.

6.4. Fire emergency equipment such as fire hose and nozzles are available at the security office. All efforts shall be exerted by the Village Emergency Brigade Team to prevent spillover of fire incident to neighboring houses using all available resources at hand.

6.5. A roving guard shall be dispatched at the emergency entrance gate to escort all responding fire trucks to the fire scene.

6.6. The OIC on duty shall record the sequence of events and must submit a post operation report to the Board of Trustees, copy furnished the Security and Safety Committee, within 24 hours after the incident.

6.7. As a requirement of the Philippines’ building occupancy law, every homeowner must have at least 1 working (content unexpired) fire extinguisher (firex) inside the property. The firex will be inspected prior to occupancy of the property. Non-compliance may be subject to fine as defined by the Philippine government or the Association.

6.8. Smoking shall be restricted only to designated areas at the clubhouse. Homeowners/visitors shall be fined One Hundred Pesos (100.00) per incident of non-compliance.

6.9. Vehicles are not allowed to park at fire emergency lanes (beside a fire hydrant). The driver of the vehicle will be fined One Thousand Pesos (1,000.00) and any damage incurred to any vehicle during a fire emergency response will not be covered by ASNHOAI.

**Medical Emergency**


6.11. Emergency Brigade Team shall attend to the victim and provide first hand emergency care or first aid, as deemed necessary.

6.12. The OIC of Village Security shall inform the Property Manager to request an ambulance dispatch from Southern Luzon Medical Center (SLMC) or other nearby hospitals.

6.13. Upon arrival of the ambulance at the village entrance, a security officer shall escort the ambulance to the residence of the victim.
6.14. In the absence of an available ambulance to retrieve the victim, the village service vehicle shall be used to transport the victim to the nearest medical facility, however a waiver must be signed by a relative or any closest kin member relinquishing ASHOAI of any legal obligations in the event of death or further injury resulting from the carriage of the victim to the hospital.

6.15. The OIC on duty shall record the sequence of events and must submit a post-operation report to the Board of Trustees, copy furnished the Security and Safety Committee within 24 hours after the incident.

**Peace and Order**

6.16. Visitors of lot owners/occupants shall be required to leave any form of identification with the guard posted at the gate before entering the village. For vehicles, the Driver’s License shall be surrendered at the gate.

6.17. Objects, materials, and any other form of property may only be brought out of the village premises by any person other than the owner or tenant only upon presentation of a gate pass signed by the owner/occupant.

6.18. All deliveries to homeowners must be cleared through the Administration Office and no delivery personnel shall be allowed inside the village without such clearance. Deliveries of furniture, appliances, etc. are permitted only between 8am to 7pm, Mondays to Saturdays. Any exception must be cleared with the Administration.

6.19. Bags and packages brought in and out by domestic helpers, drivers, workers, visitors or other persons shall be subject to search or inspection by Security guard and must be accompanied by a gate pass duly accomplished by owner/tenant. Commercial vehicles (taxi units, etc.) shall also be subject to inspection by the security guards.

6.20. Guests of the homeowners and/or lessees will be requested to leave their Identification document at the gate guard which will be returned before leaving the compound. They must have prior clearances with the homeowner or lessees concerned before they will be allowed entry.

6.21. Bomb Threats/Possession of Illegal Drugs/Hostage Situations shall be referred to the Philippine National Police for intervention. ASNHOAI and Village Security shall not be involved in any counteraction unless protection or life in danger of the resident is eminent. The primary role and responsibility will be restricted to reporting of any given incident to the PNP or other related Gov’t agencies like Philippine Drug Enforcement Agency (PDEA).

6.22. Criminal offenses committed inside the village will be reported to the OIC, Security and relayed to PNP and Ayala Security Management respectively.

6.23. Noise that disturb peace and tranquility is discouraged and should be strictly avoided. **Minimize party noise** between 2400-0600 so as not to disturb sleep patterns. For late night activities, consent of the neighbors within the area should be **mandatorily** sought.

6.24. Pets and live animals must be registered accordingly to the ASNHOAI Membership Committee. In case there will be incidents of lost pet and animal bites, it will be easier to claim ownership.
**Fraternization Policy**

6.25. The Association prohibits fraternization, romantic and all other unprofessional relationships between its Administration, Security, Maintenance and residents' household personnel, that are exploitative or coercive in nature or which are prejudicial to good order and discipline, or may pose a risk of a conflict of interest within the village and the Association.

7. **Utilities**

7.1. No Property owner shall be allowed to install any additional drainage line outside his property without the written approval of Avida Land Corp. (AVIDA) or its corporate successors.

7.2. If drainage, water, roadway and/or other utilities are affected by house construction, expansion or whatever reason, the owner shall shoulder the repair and the cost involved. (Please refer to Avida Settings Nuvali Homeowners’ Association, Inc. Deed Restrictions for details).

8. **Domestic Helpers, Drivers and Other Employees**

8.1. The owner/occupant shall be responsible for the behavior and conduct of their household helpers, drivers and other persons under their employ and shall ensure compliance of all such persons with the Village Rules and the Deed of Restrictions.

8.2. To ensure proper security and restriction of persons roaming the village between 10 pm and 5 am of the following day, any household help found roaming during this time may be stopped and escorted by security to the house of his/her employer.

8.3. All domestic helpers and drivers shall secure the Village ID card and domestic pass from the Association office and must readily be able to identify themselves within the village when required.

8.4. When leaving/entering the premises, the household helpers and drivers shall present their respective IDs. They shall also be subject to luggage and package inspection.

8.5. Visitors of Domestic Helpers shall be allowed entry within the village only with prior clearance from their respective employers.

8.6. No household staff, driver, nanny, et al. can be employed by another resident without the written consent of the previous employer.

8.7. Vendors and deliverymen are allowed to enter the compound upon presentation of proof of an intended delivery within the village, or of a prior appointment with a homeowner after having been duly verified by the guard.

9. **Pets**

Keeping of pets shall be conditional upon the strict compliance with these rules:
9.1. **Definition Of Pet**
Residents shall be allowed to keep the following pets in their premises: dogs, cats, birds, and aquarium or pond fish. Cattle, pigs, sheep, poultry animals or the like are not allowed and may not be maintained within the lots or units.

9.2. **Registration**
Residents who own dogs and/or cats must register their dogs and/or cats with the Association. Registered dogs and cats will be issued Pet IDs. For dogs, their pet IDs must be attached to the leash and should be visible to the security personnel while the dogs are being walked or outside the homes. Pet IDs shall indicate the pet’s vaccination history. Security Guards may randomly inspect IDs to ensure that they are up-to-date and current. IDs are renewable every year. Implementing guidelines are to be determined by the board.

9.3. **Vaccinations**
Each owner or tenant is required to have their pets in the premises vaccinated against rabies and other required vaccinations valid for the period within which the dogs/cats are in the premises. Photocopy of the vaccination record must be submitted to the Village Administration annually. The ASN Administration shall maintain a database to determine if vaccinations are up-to-date.

9.4. **Walking Hours**
Dogs may be walked at any time except from 6:00am to 7:30am and 5:00pm to 7:00pm. It is strictly prohibited to walk pets at these hours unless the pets are accompanied or walked by their adult registered dog owners or by Licensed Dog Walkers. Licensed Dog Walkers must carry their license. Any other person, including but not limited to the household help, drivers or persons, other than the adult registered owner and licensed dog walker may walk the pets OUTSIDE of these hours. Registered adult pet owners shall be defined as homeowners and their family members 18 years and older whose names have been registered with the Village Administration. A violation of this rule shall occur once the pet has stepped on or taken to the sidewalks and the streets of the village or anywhere outside the homeowner’s property within the above time. Pets in pet strollers are not exempted from the prohibited walking hours. AT NO TIME CAN PETS BE WALKED ON NEIGHBORS’ YARD OR GARAGE AREA.

9.5. **Disabilities**
Owners who are unable to walk their pets due to permanent or protected physical condition may authorize any of their household help who is qualified and trained to walk their pets to substitute for them even during the hours indicated in Section 4. Such authorization must be in writing, and it shall be subject to the review and approval of the Village Administration/Pets Committee. The pet owners shall be liable for any mishap or accidents that may be caused by their pets.

9.6. **Leash**
Pets, most especially dogs, must be leashed at all times when taken outside the homeowner’s premises including sidewalks, roads, lots or houses without fence, and public or common areas. The leash should be non-extendable, and should not exceed 2.0 meters in length.

9.7. **Within The Premises**
Pet owners must ensure that all their residential gates or premises are properly secured to prevent their pets from escaping to common areas.
9.8. **Cage Location**
Cage areas must be within the owner’s premises. Dogs kept on leash must also be situated within the premises. No dog cage or leashed dogs may be located in the front lawn of the house or garages in residences without a front fence.

9.9. **Noise**
Owners must ensure that their pets do not disturb nearby neighbors with excessive barking.

9.10. **Stray**
Unleashed dogs or cats roaming the streets shall be considered stray and will be hunted by the security guards. Stray pets may be redeemed within 48 hours after paying the appropriate penalties. All stray dogs or cats caught will be turned over to the Society for the Prevention of Cruelty to Animals (SPCA) for proper disposition.

9.11. **Tenants**
Tenants who wish to keep pets as defined in Section 1 are required to present prior consent from the lot and/or homeowner to the ASNHOAI Administration.

9.12. **Pet Population**
Each house or residence is allowed no more than three (3) adult dogs. For the purpose of these rules, a dog that is more than six (6) months old shall be considered an adult.

9.13. **Breeding**
Commercial breeding of any animal is prohibited.

9.14. **Clean-As-You-Go**
All pet droppings will immediately be picked up, bagged and disposed of in proper cans or dumpsters. Residents and tenants shall be held responsible for (a) injury to person or property caused by pet(s) within his possession and (b) cleaning any pet dropping produced in the common areas. Persons authorized to walk the pets must carry adequate scooper and/or receptacles of the pet droppings.

9.15. **No Trespassing**
Pets of any kind are not allowed within the clubhouse, park and/or landscaped areas, kids playgrounds, and in any other sports facilities of the village.

9.16. **Penalties**
Any violation of these rules shall incur a fine as indicated in the Table of Penalties per occurrence. Once three (3) violations of any nature are committed, the matter shall be elevated to the Board for its evaluation and disposition.

The ASNHOAI Administration shall be authorized to conduct an investigation about any incident involving a pet in the premises resulting in injury or damage irrespective of whether the particular pet is leased or restrained. The results of any investigation shall be submitted to the Board for evaluation. Furthermore, the ASNHOAI Administration reserves the right to remove the offending pet from Avida Settings Nuvalli contingent upon the findings of the investigation.

The Association likewise reserves the right to require a pet owner to be removed from the complex or the village any pet that has been the subject of a written complaint from two or
more residents based on the violation of rules as outlined. Likewise, the same applies to pets that the Association finds to be a nuisance or danger to the community. The Board reserves the right to evaluate these complaints.

Memorandums will be issued for offenses committed. Said memorandums will detail the offense(s). It shall also contain the name of the pet and the ID number, where applicable.

9.17. **Pet Disposal**

Owning a pet is not just a privilege – it is a responsibility. This responsibility does not end when an animal dies. For this reason, the Board has approved only one method of disposal for pet remains (especially cats and dogs) within the confines of the village: burial in the pet owner’s preferred methods outside of the village are at the owner’s option.

The following procedures are to be observed for the disposal of the remains of a pet:

a) Pet must be buried within 24 hours of its demise at the owner’s premises.

b) Holes must be dug beforehand and must be at 3-4 feet deep to the dimension of the pet.

c) Remains must be sealed in heavy plastic.

d) In burying a pet, make sure to put something heavy on top to discourage digging by live pets.

e) Burying on vacant lots, parks, and other common areas is strictly prohibited except when the lot is owned by the pet owner.

10. **Garage Sale**

A permit from the Association is required before any garage sale is allowed. Only second-hand household good and not brand new items and/or export overruns should be sold. Garage sales are limited to a maximum period of two (2) days per year, twice a year.

11. **Streamers**

Putting up of streamers in front of one’s house is not allowed. Approval to put up streamers at the gate is decided by the Board on a case-to-case basis.

12. **Generator Sets**

Generator sets should be placed inside concrete housing and reinforced with heavy-duty muffler to minimize noise. Residents are encouraged to switch off their generator sets after 10:30pm to maintain the peace and quiet of the neighborhood.

13. **Firearms and Fireworks**

The discharge of firearms inside the village is prohibited. Also prohibited is the use of firecrackers and similar pyrotechnics except on New Year’s Eve and the Lunar Chinese New Year. Proper safety procedures must be followed.

14. **Solicitations, Surveys, Samples, Etc.**
Door to door solicitations, surveys, samples and the like are not allowed. Distribution of notices, circulars, flyers, etc, must be cleared and coursed through the ASNHOAI office.

15. Party Noise

Party noise after midnight that disturbs the peace and tranquility of the neighbors is discouraged and should be avoided.

16. Resale/Lease of Lots

Each owner shall be required to advise the Association of the sale or lease of his/her Lot and Dwelling Unit to another party within fifteen (15) days from the date of execution of the contract covering such sale or lease. However, the following guidelines cover such transactions:

15.1. Conditions for Lease/Resale:

15.1.1. All privately-owned dwellings within the village can be used exclusively for residential purposes and not for commercial purposes. The term “residential purposes” as used herein excludes hospitals, clinics, duplex houses, apartment houses, schools, tutorial centers, boarding houses, bedspace for rent, hotels, and commercial and retail uses, all such uses being expressly prohibited.

15.1.2. The “single family, one dwelling” rule shall apply strictly. In the context of the Lot being used exclusively for residential purposes, the Dwelling Unit to be constructed thereon shall be a single family structure for use by a single family. By legal definition, family relations include those (1) between husband and wife; (2) between parents and children; (3) among other ascendants and descendants; and (4) among brothers and sisters, whether of the full or half-blood (based on Family Code, Article 150). This definition could also be expanded to include parents and their adopted children since this is a legal relationship akin to family relations.

15.1.3. All leases and rentals within Avida Settings Nuvali Homeowners’ Association, Inc. shall be subject to clearance by the Association. No lease or rental may be implemented without such a clearance.

15.1.4. All leases and rentals, which give rise to, directly or indirectly, in any manner whatsoever, the existence or operation, in any manner or form whatsoever, of a dormitory, school, tutorial center, boarding house, lodging house, pension, hotel, room for rent, bed for rent, bedscape for rent, apartment for rent, portion-of-a-house for rent, or any arrangement similar to any of the above, are STRICTLY PROHIBITED.

15.1.5. Each owner shall submit to the association the Occupant’s Info Sheet provided by ASNHOAI, duly accomplished and signed by both owner and lessee containing among others, the following:

a. Name of the lessee and the member of his family and household authorized to enter the village.

b. The provision of the lease contract, which obligates the lessee to comply with and abide by the rules and regulations of ASNHOAI.
c. Name of person responsible for payment of association dues – lessee or owner.

d. Name of person (lessor or lessee, but not both) authorized to represent the owner (if such is delegated) in association meetings and/or elections.

e. The period of the lease (start and termination dates)

15.1.6. Any violation of any restriction on leases or rentals automatically gives the association the right to deny the lessors, lessees, occupants, and properties concerned any and all services and amenities, without need for notice or demand. The Avida Settings Nuvali Homeowners’ Association, Inc. Homeowners Association shall take legal action, if need be, to implement these rules.

17. Moving In and Out of the Village

16.1. **Move-Ins.** Anyone who wishes to move into any house in the village must first obtain a written clearance from the Association office for presentation to the security guard upon entry. Requirements for “move-in” clearance shall include:

16.1.1. For registered lot owners of newly completed or constructed house:

a. Submission of copy of an Occupancy Permit. In the absence of an occupancy permit, a waiver for early move-in is required. (Pls refer to form). A waiver becomes null and void upon the issuance of an occupancy permit by the local government unit.

b. A duly filled-out and accomplished “Homeowners Info Sheet” (Pls refer to form)

16.1.2. In case of leased dwelling, the following documents are required

a. A copy of the lease contract

b. Submission of duly accomplished “Occupants’ Info Sheet” for all occupants of the leased dwellings (Pls refer to form)

c. In the case of non-Filipino, copies of VISA & Passport of all concerned.

16.1.3. A registered owner or lessor should inform the Association office of his/her or lessee’s intention to move in at least five (5) working days before the date of transfer. Moving-in activities should take place only between 8am to 8pm.

16.1.4. Any new village resident is encouraged to secure his/her ID from the Association Secretariat immediately after moving into the village.

16.2. **Move-Outs.** For registered owners / lessees moving out, proper written clearance must be sought from the Association office. Requirements for “move-out” clearance shall include:
16.2.1. Written notice to the Association filed during office hours at five (5) working days before any registered owner / tenant decides to move out.

16.2.2. An issuance of quit claim letter by the registered owner stating that the Association is free and harmless of any and all claims and liabilities should be furnished to the Association at least three (3) working days before moving out. In case of a lease, a copy of a written permit issued to the tenant is required within the same period.

16.2.3. All ASNHOAI IDs should be surrendered to the security office.

16.2.4. Full settlement of accounts / dues must first be made before the resident is issued a gate pass. The association reserves the right to deny any owner, resident written clearance to leave the subdivision if accounts are not fully paid.

16.2.5. Schedule of move-out shall be from 8am to 8pm only.

16.3. Keys

16.3.1. Should the homeowner or lessee leaves his/her unit for any appreciable length of time, the keys to the door of the unit shall be left to the person of his trust. The Administration Office shall be informed at the same time.

16.3.2. If the key is entrusted by a homeowner or lessee or by any member of his family, or by his agent, employee, servant, or visitor to an Administrator, whether for his house, car, baggage, storage room or other personal property, the acceptance of the key shall be at the sole risk of such homeowner or lessee and neither the Homeowners’ Association nor the Administrator shall be liable to the injury, loss or damage, of any nature whatsoever directly, or indirectly, resulting there from.

18. Insurance

The Homeowners’ Association carries sufficient fire and property damage insurance on the common area and equipment. Homeowners and/or lessees are required to carry their own liability and property damage insurance covering their individual houses and personal properties.

19. Assessment of Dues

18.1. All Homeowners or the occupants (as may be required under their respective lease contracts with the owner) shall be liable for the duly authorized association expenses and projects which shall be assessed against each one of them and paid to the Association subject to the requirements of the Master Deed.

18.2. **Association dues shall be due and demandable on the 1st of each month, however, the same may be paid within the same month. At the beginning of the succeeding month, all unpaid dues will incur a 2% interest per month in arrears.**

18.3. For homeowners with delinquent accounts, they shall not be allowed to use the facilities and amenities of the village. Their lessees, guests or relatives will not be allowed as well to use the facilities and amenities of the village.
18.4. The Avida Settings Nuvali Homeowners’ Association, Inc. Homeowners Association, Inc. shall take legal action against any homeowner who fails to remit payment after repeated reminders from the administration office.
## 20. Emergency and Important Contact Numbers

<table>
<thead>
<tr>
<th>Service</th>
<th>Contact Information</th>
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<tbody>
<tr>
<td><strong>Administration Office</strong></td>
<td>(Globe) (049)543-5138</td>
</tr>
<tr>
<td></td>
<td>(Smart) 0927-4286924</td>
</tr>
<tr>
<td><strong>Property Manager</strong></td>
<td>Angelina (Angie) Rosal</td>
</tr>
<tr>
<td><strong>Security Assistance</strong></td>
<td>Security Hotline (OIC-AVIDA)</td>
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<tr>
<td></td>
<td>09278910393</td>
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<tr>
<td></td>
<td>Visman Security Agency</td>
</tr>
<tr>
<td></td>
<td>(049) 545-4665 / 5308</td>
</tr>
<tr>
<td></td>
<td>Nuvali Hotline</td>
</tr>
<tr>
<td></td>
<td>09053520947</td>
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<tr>
<td></td>
<td>Hummingbird (SRU)</td>
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<tr>
<td></td>
<td>09175011974</td>
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<tr>
<td><strong>Shuttle Service</strong></td>
<td>Rene Gonzales</td>
</tr>
<tr>
<td><strong>MERALCO</strong></td>
<td>Sta. Rosa (049) 531-2102</td>
</tr>
<tr>
<td></td>
<td>Calamba (049) 245-0701</td>
</tr>
<tr>
<td><strong>Police Assistance</strong></td>
<td>RMG Fort Sto. Domingo Sta. Rosa (049) 834-1601 loc 6201</td>
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<td></td>
<td>Sta. Rosa Police Station</td>
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<tr>
<td></td>
<td>(049) 541-3020 837-6499</td>
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<tr>
<td></td>
<td>Calamba Police Station</td>
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<tr>
<td></td>
<td>(049) 545-1694</td>
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<tr>
<td></td>
<td>PNP-Lippag</td>
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<tr>
<td></td>
<td>(049) 827-0955</td>
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<tr>
<td><strong>Fire Assistance</strong></td>
<td>Calamba Fire Station</td>
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<tr>
<td></td>
<td>(049) 545-1695</td>
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<tr>
<td></td>
<td>Sta. Rosa Fire Station</td>
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<tr>
<td></td>
<td>(049) 534-1291</td>
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<td></td>
<td>Brgy. Canlubang Fire Dept.</td>
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<tr>
<td></td>
<td>(049) 549-3454</td>
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<tr>
<td></td>
<td>Carmelray Fire Dept.</td>
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<tr>
<td></td>
<td>(049) 549-3077</td>
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<tr>
<td><strong>Medical Assistance</strong></td>
<td>Calamba Medical Center</td>
</tr>
<tr>
<td></td>
<td>(049) 545-9354</td>
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<td></td>
<td>(049) 545-1740</td>
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<td>(049) 545-9311</td>
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<td></td>
<td>Red Cross Laguna</td>
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<td></td>
<td>(049) 501-1929</td>
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<td></td>
<td>AUP Hospital</td>
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<td></td>
<td>(049) 341-1211 loc. 305</td>
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<td></td>
<td>Southern Luzon Hospital</td>
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<tr>
<td></td>
<td>(049) 541-1980</td>
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<td></td>
<td>(049) 541-8184</td>
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<tr>
<td></td>
<td>Asian Hospital</td>
</tr>
<tr>
<td></td>
<td>(02) 771-9000 E.R. 8189</td>
</tr>
<tr>
<td><strong>Church</strong></td>
<td>Don Bosco Parish Church</td>
</tr>
<tr>
<td></td>
<td>(049) 540-8026</td>
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</tbody>
</table>
AMENITIES AND FACILITIES

Purpose and Intent

These rules and regulations were established by the Avida Settings Nuvali Homeowners’ Association, Inc. (ASNHOAI) to ensure order and proper maintenance of village amenities such as the main clubhouse, swimming pool, and other facilities.

They are being provided:

- as specific rules and regulations to be strictly followed by association members and their visitors when utilizing common sports and recreational facilities at Avida Settings Nuvali Homeowners’ Association, Inc.
- to serve the best interests and preserve common properties of members of the Avida Settings Nuvali Homeowners’ Association, Inc. Home Owners Association, Inc. (ASNHOAI)

Membership and Use of Amenities

Only members in good standing of Avida Settings Nuvali Homeowners’ Association, Inc. have the right to use any and all of the sports and recreational facilities of Avida Settings Nuvali Homeowners’ Association, Inc. under the terms and conditions set in this document.

General Rules

1. Amenities and facilities at Avida Settings Nuvali Homeowners’ Association, Inc, designed for the exclusive use and enjoyment of its residents/lot owners and long-term lessees as well as their guests. include the following:

   - Clubhouse with
     a. Social Hall/Function Room
     b. Adult and children’s swimming pools
     c. Outdoor basketball court
     d. Children's playground

   - Pavilion/Tent
     a. Bar type counter

   - Green Ribbons, Courtyards and Easements

2. A summary of facility opening hours is attached for your easy reference at the end of this section. Facilities, however, maybe be closed without notice (e.g. upon hoisting of storm signal No. 2 or any higher category storm-warning).

3. Users of all facilities are kindly requested to refer to and strictly observe the rules and regulations articulated in this document as well as those prominently posted at respective sites.

4. All amenities and recreational facilities areas are smoke-free zones.
5. All sports and recreational facilities are for the exclusive use of ASNHOAI members, lot owners, residents, tenants and their immediate dependents (up to 1st degree of consanguinity only).

6. Suspended and delinquent ASNHOAI members are not allowed to avail of these facilities during the period of their delinquency.

7. ASNHOAI and the Property Management shall not be held responsible for any untoward incident resulting in any harm or injury that may occur to any person or persons using the facilities.

8. For registration purposes, ASNHOAI members and their dependents must present their Village Identification Cards to the ASNHOAI person-in-charge before using the facilities.

9. Only guests accompanied by a member shall be accommodated under a system involving corresponding fees.

10. In case of corporate lot owners, only a village-card-carrying primary representative (upon being issued a village ID card after presentation of special power of attorney or SPA), can use village amenities and facilities.

11. Security Guards on duty are in charge of enforcing these rules and regulations. Any disagreement between a member or guest and such an enforcer will be referred to the administration office officer-in-charge or association President for arbitration.

12. All members and guests must observe proper decorum and attire.

13. Any visitor to the village facilities/amenities is required to prominently display a visitor's ID whenever it is possible to do so.

14. ASNHOAI reserves the right to refuse any individual or group the use of its facilities.

15. ASNHOAI and the Property Management shall not be responsible for any valuables lost or damaged during the use of any of the facilities.

16. Members using the facilities/amenities shall be held responsible for damages caused by their guests to such facilities/amenities. Damage assessment can be accomplished jointly by the member, the guest and ASNHOAI representative.

17. Certain fees shown in the tabulation which is part of this document will be charged for the use of facilities/amenities to help defray maintenance and security costs.

18. Alcoholic drinks or beverages, prohibited drugs and firearms are not allowed.

**Use of the Main Clubhouse**

1. Requests for the use of the Clubhouse shall be made through the administration office on a first-come, first-served basis.

2. ASNHOAI shall charge fees for private parties and social functions held at the common facilities to cover expenses for the consumption of electricity, water, security and janitorial personnel. (Pls. refer to attachment)
3. Village amenities should not be used in a manner that will cause undue disturbance to the community. As such, boisterous behavior and loud noises are strongly prohibited.

4. Opening and closing times and set hours for each activity in any facility/amenity must be strictly observed.

5. Members, users or their caterers are responsible for cleaning up after parties or events. Members and/or users will be held responsible for any damages incurred during such party or event.

6. Operating Hours: 7:00 a.m. to 12:00 midnight.

7. Association members may secure reservations at the administration office for the use of the social hall on a first-come-first-served basis.

8. The Property Management reserves the right to regulate the number of residents and their guests using the social hall.

9. The use of social hall for parties or events is limited to duly-registered, card-carrying association members of legal age (18 yrs. old) on a first-come-first-served basis.

10. For corporation-owned properties, reservations for the use of the social hall can be made only by a card-carrying, duly registered representative who has the right to exercise the corporation's voting rights in village association elections.

11. For private functions or parties like birthdays, baptisms, weddings, anniversaries and others, the ASNHOAI shall charge a fee to offset the costs of electricity, security, maintenance personnel and the use of other clubhouse facilities during the duration of the affair.

12. For private parties, the social hall being used as venue shall be turned over after its use without any damages. A cash bond will be required prior to use. ASNHOAI reserves the right to charge the host member for the damages and other incidental expenses to restore the facilities and its equipment to its original condition.

**Booking Procedures**

1. Prior application to use the social hall must be made with the Administrative Assistant. Booking shall be accepted in advance and duly accomplished reservation form must be submitted to the association office. For large events (i.e. Weddings or Anniversaries) needing earlier reservation, booking will be accepted 6 months in advance.

2. A deposit fee of 20% of the total booking cost (per event) is required for the reservation of the social hall/function room. The deposit will cover for any damage that may be incurred during the use of the social hall and is refundable.

3. Such reservation-deposit is to be made out by in a check payable to Avida Settings Nuvali Homeowners’ Association, Inc. (ASNHOAI) and sent to administration office together with the booking form. The damages, if incurred, will not be limited to this amount and shall be according to the actual repair cost. The said deposit will be returned to the resident if no damages were incurred. The amount of the deposit required under this paragraph may be increased at the absolute discretion of the Board of Trustees.
4. Bookings are only confirmed if the cash payment or check for the deposits, booking charges and completed Reservation Form is presented to the Administration office at the time of booking. The facility is considered booked upon approval of the Reservation Form by the Property Manager.

5. Upon confirmation of bookings, the host and caterer shall undergo briefing or reminded of the amenities guidelines by the Administrative Assistant.

6. 50% down payment or full payment must be settled within 10 days after booking confirmation.

7. For bookings made more than 30 days in advance, full payment and security deposit (for incidental charges) of P2000.00 must be settled 30 days before the date of the event.

8. The member shall furnish the Property Management a guest list including guests’ car plate numbers and a copy of the invitation distributed to the guests at least 5 days prior to the event. The invitation will serve as security pass to the village and must be presented to the guards at the main gate.

9. At least one week’s notice should be given for any cancellation of booking; otherwise, payments made will not be refunded for late cancellations of bookings. No penalties will be imposed if the reason for late cancellation or no show is due to fortuitous events such as a storm under signal No. 2 or above.

10. Security deposit will be refunded after 3 days from the date of event.

**House Rules**

1. Users of the social hall and pantry are expected to observe proper behavior at all times and not indulge in any overly noisy or boisterous activities, in accordance with the village rules and guidelines.

2. Users should keep the social hall and pantry tidy and reasonably clean after use. Maximum clean-up period is 2 hours after the event. Clean-up will be charged as succeeding hour’s rate. The member, member’s caterer or event organizer is responsible for the clean-up after the event and must provide their own trash bags or receptacles and take these away with them when they leave the village.

3. Catering crew members should be dressed properly while inside the village.

4. Controlled substances and firecrackers/pyrotechnic materials are strictly prohibited.

5. Smoking is not allowed in any part of the village clubhouse.

6. Vandalism, theft and other forms of inappropriate behavior are ground for immediate expulsion from the premises.

7. Neither pets or animals nor bicycles or tricycles are permitted.

8. Gambling is not allowed in the social hall or pantry.

9. The ASNHOAI and the Property Management will not be responsible for any damage, injuries or loss sustained by people while using the social hall, its facilities and the pantry.
10. The ASNHOAI Board of Trustees/Property Management reserves the right to amend and supplement the above rules at any time without notice.

Swimming Pool Guidelines

1. Swimming pools are for the exclusive use of ASNHOAI members, lot owners, residents, tenants in good standing and their immediate dependents only. For purposes of registration, ASNHOAI members and their dependents must present their Village Identification Cards to the ASNHOAI person-in-charge before using the facilities.

2. The pools will be officially available for use from 7:00am to 10:00pm only. Night swimming is considered from 6:00pm to 10:00pm only. Due care and caution should be taken by all users of the pools and its surroundings (including shower rooms) to avoid injury or accidents. The Association will not be responsible for any untoward or unfortunate incidents arising from the use of the pools at any time.

3. The number of guests of any resident using the pool must not exceed ten (10) at any time.

4. Only swimsuits and swimming trunks are allowed as proper swimming attire.

5. Children (12) years old and below are not allowed in the swimming pools unless accompanied by a parent or guardian at all times.

6. Users of the pools are expected to observe proper behavior at all times and not to indulge in any excessively noisy or boisterous activities. Strictly no diving from the edge of the pool. No pushing or roughhousing around the pools. “Splash bombing” and water polo are strictly prohibited.

7. A swimmer and/or his host will be held responsible for damages resulting in the indiscriminate use of pool equipment/facilities.

8. Persons suffering from any infectious / contagious diseases, cough, colds, communicable diseases or with open wounds are not permitted to use the pools.

9. Nurses, domestic helpers, caregivers or any other person in the employ of residents/ association members are allowed to use the pools only while safeguarding or providing personal aid to residents, their family members and guests.

10. Eating and drinking of non-alcohol beverages are allowed only at designated areas near the pool.

11. Smoking is not allowed in the pool area.

12. Domestic pets are not allowed in and about the pool area.

13. No radios or any electronic gadgets maybe brought into a pool. Portable or handheld electronic gadgets can be used at poolside but should be operated at volumes that will not disturb others.

14. Swimmers shall not be allowed from using the pool during thunderstorms and other severe weather disturbances.
15. Gambling, littering, spitting, are strictly prohibited.

16. The Clubhouse guard is empowered to enforce the rules relating to use of the pools. He shall have the right to request any person to leave the pools whose conduct in the professional opinion of authorized representative of the association is considered untoward or endangering.

17. A swimmer and/or his host will be held responsible for damages resulting in the indiscriminate use of pool equipment/facilities.

18. Swimming lessons can be conducted only after permission is secured from the administration office.

19. The Property Management reserves the right to refuse entry to the pool to any person suffering from any infectious disease or to someone who may be under the influence of drugs or alcohol, or for whatever reason the Property Management may consider unsafe and/or unwise for everyone concerned.

20. The ASNHOAI Board of Trustees/Property Management reserves the right to amend and supplement the above rules at any time without notice.

Children’s Playground

1. The children’s playground will be open from 6:00 am to 6:00pm. The Property Management reserves the right to close the Children’s Playground to allow for cleaning and maintenance.

2. No entry to the children’s playground is permitted upon hoisting of storm signal No. 2 or any higher public storm-warning signal.

3. The use of the children’s playground will be on a first-come-first-served basis. The playground is designed for children, ages 3-12.

4. An adult must accompany children at all times. Adults accompanying children are responsible for their safety.

5. Guests are only allowed to use the children’s playground when accompanied/sponsored by a resident.

6. Pets are not allowed in the children’s playground.

7. Smoking is not allowed in the Children’s Playground.

8. The ASNHOAI and Property Management are not liable for any accident, injury or loss that may be suffered or incurred by anyone in the play area.

9. Parents and guardians are encouraged to take all necessary steps and precautions to safeguard children at play.

10. The ASNHOAI Board of Trustees/Property Management reserves the right to amend and supplement the above rules at any time without notice.
Basketball Court

1. The court is for the exclusive use of ASNHOAI members, lot owners, residents, tenants and their immediate dependents.

2. Guests may be allowed to use the court as long as they are accompanied or sponsored by a card-carrying member. Sponsored guests should present his/her authorization letter from a member prior to use.

3. The use of the court will be on a first-come-first-served basis.

4. No entry to the court is permitted upon hoisting of storm signal No. 2 or any higher public storm-warning signal.

5. Outdoor Basketball court is open from 6 am to 6 pm. For the use of the court later than 6:00 pm, a fee of 150.00 per hour will be charged for the use of the electricity.

6. The reservation of the courts for all games, tournaments, practices, and other events will strictly be on a “first come, first-served basis” with a maximum of two (2) playing dates per reservation except for ASNHOAI approved tournaments. All requests for the reservation of the court should be obtained first from the Property Management office.

7. A reservation is good for a maximum of two (2) hours. However, when no reservation is made for the succeeding hours at the same date, teams or groups on the court may be allowed to extend their allotted time.

8. Players are required to use the proper playing shoes and attire when playing on the court.

9. The host member is responsible for the clean-up after a game.

10. Rough playing, vandalism, and other indiscriminate behavior are not permitted.

11. Smoking, use of alcohol or controlled substances, littering, gambling are prohibited in the court area.

12. In the case of games played at night, the security guard on duty shall turn on the lights upon presentation of documents as proof of reservation by Administration.

13. ASNHOAI and the Property Management will not be responsible for any damage, injuries or loss sustained by people while using the court.

14. The Property Management reserves the right to make the court unavailable for use for purposes of carrying-out repair and maintenance work or where inclement weather prohibits the safe use of the court.

15. The ASNHOAI Board of Trustees reserves the right to amend and supplement the above rules at any time without notice.

16. The ASNHOAI Board of Trustees/Property Management reserves the right to amend and supplement the above rules at any time without notice.
Main Amenity Area, Green Ribbons And Courtyards

1. The Main Amenity Area, Green Ribbons, Courtyards and Easements will be open from 6:00 am to 6:00pm. The Property Management reserves the right to close the Main Amenity Area, Green Ribbons, Courtyards and Easements to allow for cleaning and maintenance.

2. The use of the Main Amenity Area, Green Ribbons, Courtyards and Easements will be on a first-come-first-served basis. The playground is designed for children, ages 3-12.

3. An adult must accompany children at all times. Adults accompanying children are responsible for their safety.

4. Guests are only allowed to use the Main Amenity Area, Green Ribbons, Courtyards and Easements when accompanied/sponsored by a resident.

5. Pets are not allowed in the Main Amenity Area, Green Ribbons, Courtyards and Easements.

6. Smoking is not allowed in the main amenity area.

7. The ASNHOAI and Property Management are not liable for any accident, injury or loss that may be suffered or incurred by anyone in the play area.

8. Parents and guardians are encouraged to take all necessary steps and precautions to safeguard children at play.

9. The ASNHOAI Board of Trustees/Property Management reserves the right to amend and supplement the above rules at any time without notice.

Other Common Areas

1. The Property Management staff, contractors and personnel are responsible to maintain all the common areas in a clean, sanitary and tidy condition as well as in good repair. Should there be any deficiencies, please notify the Property Management immediately.

2. No notices, except those issued by the Property Management, are allowed to be posted in any of the common areas.

3. Smoking is not allowed in the common areas in the clubhouse.

Compliance and Enforcement

1. All owners and occupants/tenants shall comply with these House Rules and Regulations as may be revised, modified amended or supplemented from time to time by the Avida Settings Nuvali Homeowners’ Association, Inc. Home Owners Association, Incorporation (ASNHOAI).

2. Compliance with these rules must form part of all lease contracts entered into by the lot owner.
3. The Avida Settings Nuvali Homeowners’ Association, Inc. Home Owners Association, Incorporation (ASNHOAI) shall have the right to file an injunctive action to enforce the House Rules and the party violating shall pay for all costs of injunction including a reasonable attorney’s fee, which shall in no case be less than P10,000.00.

<table>
<thead>
<tr>
<th>Operating Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swimming Pools</td>
</tr>
<tr>
<td>Basketball Court (Outdoor)</td>
</tr>
<tr>
<td>Children’s Playground</td>
</tr>
<tr>
<td>Social Hall/Function Room</td>
</tr>
<tr>
<td>Pavilion/Tent</td>
</tr>
</tbody>
</table>
### Amenities Rates

<table>
<thead>
<tr>
<th></th>
<th>FUNCTION ROOM</th>
<th>PAVILLION</th>
<th>COURT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>WEEKEND</td>
<td>WEEKDAYS</td>
<td>DAYTIME</td>
</tr>
<tr>
<td>Homeowner</td>
<td>P5000 first 4 hrs</td>
<td>P3000 first 4 hrs</td>
<td>P300/hr</td>
</tr>
<tr>
<td>Guest</td>
<td>P7500 first 4 hrs</td>
<td>P6000 first 4 hrs</td>
<td>P500/hr</td>
</tr>
<tr>
<td>Additional Hour</td>
<td>P1000/hr</td>
<td>P500/hr</td>
<td>P100/hr</td>
</tr>
</tbody>
</table>

Security Deposit P2000

Inclusions:
* 1 hr ingress and 1 hr egress
* parking facilities
* use of pantry area
* Security, Engineering and Maintenance Staff support

Note: For Homeowners Only
Function room rental minimum of 2 hrs
P2000 with aircon
P1500 without aircon

*Early Ingress of P2000 for 3 hours

### Swimming Pool Rates

<table>
<thead>
<tr>
<th></th>
<th>MEMBERS</th>
<th>GUESTS (10 guests at a time)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DAYTIME</td>
<td>NIGHT TIME</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Under 4yo</td>
<td>FREE</td>
<td>P1000.00 per 10 pax (minimum)</td>
</tr>
<tr>
<td>4-12yo</td>
<td>P50.00</td>
<td></td>
</tr>
<tr>
<td>12-above</td>
<td>P75.00</td>
<td></td>
</tr>
</tbody>
</table>
## Appendix B

### Table of Penalties for General Offenses

<table>
<thead>
<tr>
<th>Category</th>
<th>Violation</th>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>House Construction Violation</td>
<td>Notice of Violation 1</td>
<td></td>
<td>Forfeiture of Construction Bond</td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Construction &amp; improvement without permit</td>
<td>Php 1,000.00</td>
<td>Php 1,500.00</td>
<td>Php 2,000.00</td>
<td>No future construction or improvement will be allowed or approved, no elective or committee position in the association, no use of village facilities</td>
</tr>
<tr>
<td>Dues</td>
<td>Delinquent in Association Dues</td>
<td>Reminder 1</td>
<td></td>
<td></td>
<td>Suspension of member's benefits until settlement of arrears, no elective or committee position in the association, no use of village facilities</td>
</tr>
<tr>
<td>Garbage</td>
<td>Burning of garbage</td>
<td>Reminder 1</td>
<td>Php 200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garbage</td>
<td>Garbage in neighboring property lot or use of neighboring property as garbage depository</td>
<td>Reminder 1</td>
<td></td>
<td>Php 200.00</td>
<td></td>
</tr>
<tr>
<td>Garbage</td>
<td>Garbage can or storage on sidewalk/Hanging garbage on fence or tree</td>
<td>Reminder 1</td>
<td></td>
<td>Php 200.00</td>
<td></td>
</tr>
<tr>
<td>Garbage</td>
<td>Garbage can outside the property</td>
<td>Reminder 1</td>
<td></td>
<td>Php 200.00</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Violation</td>
<td>1st Offense</td>
<td>2nd Offense</td>
<td>3rd Offense</td>
<td>Penalty</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------------------------------------------------------------</td>
<td>-------------</td>
<td>-------------------</td>
<td>-------------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>Others</td>
<td>Unauthorised posting of signages in house units</td>
<td>Reminder 1</td>
<td>Php 200.00</td>
<td></td>
<td>Php 300.00 thereafter</td>
</tr>
<tr>
<td>Others</td>
<td>Use of the house unit/ property lot other than for residential purposes that are not allowed by the DOR</td>
<td>Warning within 5 days</td>
<td>Barangay Notification</td>
<td>On the lapse of the 10th day, Final Notice, C&amp;D Brgy Binan</td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td>House unit used simply as warehouse and storage</td>
<td>Warning within 5 days</td>
<td>Php 200.00/day until violation is corrected</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td>Littering</td>
<td>Reminder 1</td>
<td>Php 200.00</td>
<td>Php 500.00</td>
<td></td>
</tr>
<tr>
<td>Pets</td>
<td>Stray Pets</td>
<td>Reminder 1</td>
<td>Php 500.00</td>
<td>Php 500.00</td>
<td></td>
</tr>
<tr>
<td>Pets</td>
<td>Dogs' waste in any part of the common area or in the neighboring property lot that are not picked up by its walker</td>
<td>Php 200.00</td>
<td></td>
<td>Php 200.00 thereafter</td>
<td></td>
</tr>
<tr>
<td>Pets</td>
<td>Dog handlers must carry poop bags everytime they walk their pets</td>
<td>Reminder 1</td>
<td>Php 200.00</td>
<td></td>
<td>Php 1,000.00 thereafter</td>
</tr>
<tr>
<td>Security/Safety</td>
<td>Overnight Parking</td>
<td>Reminder 1</td>
<td>Php 500.00</td>
<td></td>
<td>Php 1,000.00 thereafter</td>
</tr>
<tr>
<td>Security/Safety</td>
<td>Parking Occupying the Sidewalk</td>
<td>Reminder 1</td>
<td>Php 500.00</td>
<td></td>
<td>Php 1,000.00 thereafter</td>
</tr>
<tr>
<td>Security/Safety</td>
<td>Illegal Obstruction</td>
<td>Reminder 1</td>
<td>Php 500.00</td>
<td></td>
<td>Php 1,000.00 thereafter</td>
</tr>
<tr>
<td>Category</td>
<td>Violation</td>
<td>1st Offense</td>
<td>2nd Offense</td>
<td>3rd Offense</td>
<td>Penalty</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------------------------------------</td>
<td>-----------------</td>
<td>-------------------</td>
<td>-------------------</td>
<td>-----------------------------------------------------------</td>
</tr>
<tr>
<td>Security/</td>
<td>Nuisance</td>
<td>Reminder 1</td>
<td>Reminder 2</td>
<td></td>
<td>Php 500.00</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security/</td>
<td>Practice Driving</td>
<td>Reminder 1</td>
<td></td>
<td>Php 500.00</td>
<td>Php 500.00 thereafter</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security/</td>
<td>Reckless Driving/Overspeeding</td>
<td>Reminder 1</td>
<td>Php 500.00</td>
<td></td>
<td>Php 1,000.00 thereafter</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security/</td>
<td>Smoke Belching</td>
<td>Reminder 1</td>
<td>Php 500.00</td>
<td>Php 1,000.00</td>
<td>Php 1,000.00 thereafter</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security/</td>
<td>Damage to village property/facility/amenity</td>
<td>Demand letter to pay corresponding cost of damage</td>
<td>Reminder 2</td>
<td>Reminder 3</td>
<td>Suspension of member’s benefits until settlement of cost of damage, no elective or committee position in the association, no use of village facilities</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security/</td>
<td>One side parking violation</td>
<td>Reminder 1</td>
<td>Php 200.00</td>
<td></td>
<td>Php 300.00 thereafter</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security/</td>
<td>Use of streets for stalled or defective vehicles (subject vehicle/s to be towed in a parking/impounding area designated for the said purpose (BOT Reso))</td>
<td>Reminder 1</td>
<td>Php 100/day</td>
<td></td>
<td>as parking fee + cost of towing</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security/</td>
<td>Unauthorised use of the neighboring property lot</td>
<td>Reminder 1</td>
<td>Php 500.00</td>
<td></td>
<td>Php 1,000.00 thereafter</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security/</td>
<td>Violation of one-way traffic scheme (ban entry for outsiders)</td>
<td>Reminder 1</td>
<td>Php 200.00</td>
<td></td>
<td>Php 300.00 thereafter</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Fines & Penalties for Construction Related Offenses

<table>
<thead>
<tr>
<th>VIOLATION</th>
<th>FINE</th>
<th>PENALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Stockpiling on streets and open spaces without permits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; offense</td>
<td>P 250/day until compliance. (Owner)</td>
<td>Non-issuance of overtime and temporary permits until compliance.</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; offense</td>
<td>P 500/day until compliance. (Owner)</td>
<td>Deny entry of construction materials</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; offense</td>
<td>P1, 000/ day until compliance</td>
<td>Stop construction, ban from entering</td>
</tr>
<tr>
<td>2. Stockpiling on vacant lots without the written permit of the owner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; offense</td>
<td>P 250/day until compliance. (Owner)</td>
<td>Non-issuance of overtime and temporary permits</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; offense</td>
<td>P 500/day until compliance. (Owner)</td>
<td>Deny entry of construction materials</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; offense</td>
<td>P1, 000/ day until compliance</td>
<td>Confiscate IDs/ Ban from entering</td>
</tr>
<tr>
<td>3. Clogging of sewer/drain utility line due to stockpiled materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; offense</td>
<td>P 250/day until compliance. (Owner)</td>
<td>De-clog line and non-issuance of overtime and temporary permits.</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; offense</td>
<td>P 500/day until compliance. (Owner)</td>
<td>De-clog drain line and deny entry of construction materials</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; offense</td>
<td>P1, 000/ day until compliance</td>
<td>Stop construction/ Ban from entering</td>
</tr>
<tr>
<td>4. Overtime work conducted without permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; offense</td>
<td>P 1,000 (owner)</td>
<td>Non-issuance of overtime and temporary permits for 2 weeks.</td>
</tr>
</tbody>
</table>
## Village Rules and Regulations

<table>
<thead>
<tr>
<th>VIOLATION</th>
<th>FINE</th>
<th>PENALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd offense</td>
<td>P 2,000 (owner)</td>
<td>Non-issuance of overtime and temporary permits for 1 month.</td>
</tr>
<tr>
<td>3rd offense</td>
<td>P3, 000 (owner)</td>
<td>Confiscation of ID/ Ban from entering</td>
</tr>
</tbody>
</table>

### 5. Fraternizing with domestic help

<table>
<thead>
<tr>
<th>Offense</th>
<th>FINE</th>
<th>PENALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st offense</td>
<td>P 500 (worker)</td>
<td>3-day suspension on worker</td>
</tr>
<tr>
<td>2nd offense</td>
<td>P 1,000 (worker)</td>
<td>Ban from entering</td>
</tr>
</tbody>
</table>

### 6. Unauthorized use of ID/ Non-wearing of ID

<table>
<thead>
<tr>
<th>Offense</th>
<th>FINE</th>
<th>PENALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st offense</td>
<td>P 250 (/worker)</td>
<td>Confiscation of ID/ 1 week ban</td>
</tr>
<tr>
<td>P 500/worker (owner)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd offense</td>
<td>P 500 (/worker)</td>
<td>Ban from entering.</td>
</tr>
<tr>
<td>P 1000/worker (owner)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 7. Disregarding curfew hours/ Loitering

<table>
<thead>
<tr>
<th>Offense</th>
<th>FINE</th>
<th>PENALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st offense</td>
<td>P 250 (/worker)</td>
<td>Confiscation of ID/ 1 week ban</td>
</tr>
<tr>
<td>P 1000/worker (owner)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd offense</td>
<td>P 500 (/worker)</td>
<td>Ban from entering.</td>
</tr>
<tr>
<td>P 2, 000/worker (owner)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 8. Illegal gambling

<table>
<thead>
<tr>
<th>Offense</th>
<th>FINE</th>
<th>PENALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st offense</td>
<td>P 250 (/worker)</td>
<td>One week ban</td>
</tr>
<tr>
<td>P 1000/worker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd offense</td>
<td>P 500 (/worker)</td>
<td>Ban from entering</td>
</tr>
<tr>
<td>P2, 000/worker (owner)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 9. Public disturbance/ Indulging in Intoxicating Liquor

<table>
<thead>
<tr>
<th>Offense</th>
<th>FINE</th>
<th>PENALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st offense</td>
<td>P 250 (/worker)</td>
<td>One week ban</td>
</tr>
<tr>
<td>P1000/worker (owner)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd offense</td>
<td>P 500 (/worker)</td>
<td>Ban from entering</td>
</tr>
<tr>
<td>P2, 000/worker (owner)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 10. Grave misconduct

<table>
<thead>
<tr>
<th>Offense</th>
<th>FINE</th>
<th>PENALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st offense</td>
<td>P 250 (/worker)</td>
<td>Confiscation of ID/ 1 week ban</td>
</tr>
<tr>
<td>P1000/worker (owner)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd offense</td>
<td>P 500 (/worker)</td>
<td>Ban from entering</td>
</tr>
<tr>
<td>P2, 000/worker (owner)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 11. Indecent exposure

<table>
<thead>
<tr>
<th>Offense</th>
<th>FINE</th>
<th>PENALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st offense</td>
<td>P 250 (/worker)</td>
<td>Confiscation of ID/ 1 week ban</td>
</tr>
<tr>
<td>P500/worker (owner)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIOLATION</td>
<td>FINE</td>
<td>PENALTY</td>
</tr>
<tr>
<td>-----------</td>
<td>------</td>
<td>---------</td>
</tr>
<tr>
<td>2nd offense</td>
<td>P 500 (/worker) P1, 000/worker (owner)</td>
<td>Ban from entering.</td>
</tr>
<tr>
<td>1st offense</td>
<td>P 250 (/worker) P500/worker (owner)</td>
<td>Confiscation of ID/ 1 week ban</td>
</tr>
<tr>
<td>2nd offense</td>
<td>P 500 (/worker) P1, 000/worker (owner)</td>
<td>Ban from entering.</td>
</tr>
<tr>
<td>1st offense</td>
<td>P 250 (/worker) P500/worker (owner)</td>
<td>Clean vandalized area/1 week ban</td>
</tr>
<tr>
<td>2nd offense</td>
<td>P 500 (/worker) P1, 000/worker (owner)</td>
<td>Ban from entering.</td>
</tr>
</tbody>
</table>

These rules and regulations may be changed, amended and, or repealed only by a Resolution of the majority of the Board of Trustees of the Avida Settings Nuvali Homeowners Association Incorporated.

Amended and approved by the Board of Trustees on 26 July 2014.
ACKNOWLEDGMENT AND UNDERTAKING

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owner/lessee of Unit ___________ (the ‘Property’) at __________________________ (the ‘Subdivision’), hereby UNDERTAKE to comply with the rules of the Subdivision governing any home improvement and/or renovation works and activity to be done or proposed to be done in the unit or within the premises of my Property and accordingly, ACKNOWLEDGE that the Homeowners’ Association of the Subdivision and/or the Property Management (and any person acting under their authority) has the right to enforce such rules and regulations and exercise and employ all means and resources reasonable, necessary and desirable for the purpose, including but not limited to, restricting, prohibiting and/or regulating the entry of workers, vehicles, materials, supplies and the like; prescribing and/or regulating the entry of workers; security access and cleanliness; regulating the acts and conduct of workers within the Subdivision, prescribing and collecting fines and penalties therefore and forfeiting bonds, deposits, etc.; stopping any construction, development, improvement or renovation works as and when reasonably necessary; and putting in place mechanisms for appropriate monitoring and enforcement thereof.

AND FOR THIS PURPOSE, I hereby hold the Homeowners’ Association and/or the Property Management free and harmless from and further agree to indemnify the Homeowners’ Association and/or Property Management for, any form of liability, damage, cost or expense of any persons (including third persons) or property, arising out of my failure to comply with the rules of the Subdivision and/or arising from the enforcement by the Homeowners’ Association and/or the Property Management of such rules of the Subdivision.

This undertaking shall be essential consideration for the permit and approval granted to me by the Homeowners’ Association and/or the Property Management to enable me to cause any improvement or renovation on the Property.

SUBSCRIBED AND SWORN TO BEFORE ME, this __________________________, affiant exhibiting to me his/her Community Tax Certificate No. _____________________ issued on _________________ at _______________________.

Doc. No. ____________
Page No. ____________
Book No. ____________
Series of ____________