

**AMENDED HOUSE RULES AND REGULATIONS**

LEGASPI PARK VIEW CONDOMINIUM CORPORATION

**SECTION I – GENERAL PROVISIONS**

- 1.1 These House Rules and Regulations are promulgated by the Board of Directors pursuant to the authority granted to it under the Articles of Incorporation and By-Laws of the Corporation and the Master Deed of Restrictions.
- 1.2 These House Rules and Regulations are intended to govern and regulate the use, occupancy and enjoyment of the individual units and common areas and to insure their efficient and orderly management and administration for the common benefit of all unit owners and tenants.
- 1.3 All unit owners are bound to comply with these House Rules and Regulations. They are also responsible for compliance of these House Rules and Regulations, primarily or jointly, by (a) members of their families, their household help and guests (b) their lessees, members of the lessee family, household help and guests (c) any person allowed access to the premises.
- 1.4 The Board of Directors shall have the full authority to implement these House Rules and Regulations. The Board of Directors may, however, delegate the authority to a Building Administrator or contracted security guards who shall have full powers to act for and on behalf of the Board of Directors in the implementation of these House Rules and Regulations.

## SECTION II – PAYMENT OF ASSESSMENTS

- 2.1 All regular assessments for capital expenditures and assessments for operating expenses and special assessments shall be paid by all unit owners within the first five (5) days of the month, in the manner and at such a time as determined by the Board of Directors. Said obligations will constitute a lien and encumbrance on the individual units.
- 2.2 All unit owners are bound to pay promptly all assessments on the date they fall due. In the event of delinquency, a delinquency charge of THREE PERCENT (3%) per month will be assessed the delinquent owner as penalty. If the Condominium Corporation is forced to file suit for the collection of overdue assessments, delinquent unit owners shall, in addition to the delinquency charge, be liable for the expenses of collection and attorney's fees incurred by the Condominium Corporation.
- 2.3 All unit owners are directly liable for payment of the assessments. If a unit is leased to a third party by its owner under a lease contract and the lessee is liable for the payment of the assessments, then the owner must give notice of such an agreement to the Condominium Corporation so that collection of the assessments may be made directly from the lessee. Notwithstanding such an agreement, the owner shall not be relieved of his obligation to pay for such assessments and there would still be a lien on that particular delinquent member's unit. Such receivable to the Condominium Corporation shall be subject to the delinquency charges as stated in par.2.2 hereof.
- 2.4 All payments for assessments shall be payable to the Legaspi Park View Condominium Corporation.

### SECTION III – OCCUPANCY AND USE OF UNITS AND COMMON AREAS

#### 3.1 Use of Individual Units:

##### 3.1a Residential

- a) A unit shall be used by its owners only for residential purpose and for purpose(s) set forth in the Master of Deed with Declaration of Restrictions, as amended.
- b) If the unit is leased to a third party or made available for use of the owner's guest(s), the unit owner shall be responsible for seeing to it that the lessee and/or guest(s) shall use the unit exclusively for residential purposes only as set forth in the Master Deed with Declaration of Restriction as amended.
- c) Each unit owner shall keep and maintain his unit in good and sanitary condition and repair.
- d) Except for the immediate members of the family and household help of the unit owner and/or of the lawful occupant, no person shall be allowed access to a residential unit unless he is accompanied by the unit owner and/or lawful occupant or by a member of their family. Any person desiring to gain access to a unit, if not accompanied by the unit owner and/or lawful occupant or be a member of their family, shall be denied access unless he can present to the Building Administrator or his duly authorized representative written permission or obtain verbal permission/instruction to enter through the building intercom from the unit owner or lawful occupant.

For the security and benefit of all, such authorized guest(s) shall leave upon the request of the security guard, proper ID with the guard and carry a guest card during his visit to the premises. Such guest(s) shall also not loiter but proceed directly to the authorizing owner's or lawful occupant's unit.

##### 3.1b Commercial

- a) Being principally a residential building, the Condominium Corporation will not allow the following activities/outlets in the commercial units to maintain peace and security of the residents:
  - a.1 restaurants/coffee shops and any food/eating outlets;
  - a.2 convenience stores;
  - a.3 laundromat/dry cleaners
  - a.4 recruitment agencies/offices
- b) Office/store hours shall be strictly observed and should be kept within reasonable store hours from 8:00 a.m. to 8:00 p.m. and security of their premises shall be their responsibility.

### **3.2 Use of Common Areas**

- a) The common areas are intended for use and enjoyment of all unit owners or their tenants. No unit or tenant shall, therefore, obstruct the use of the common areas intended to ingress, egress or access to any portion of the building.
- b) Furniture placed in the common areas are intended exclusively for use in these specific areas. No unit owner or tenant shall transfer or remove this furniture from the areas in which it has been placed.
- c) A unit owner or lawful occupant is required to give advance written notice of twenty four (24) hours to the Building Administrator if he intends to move in or move out large items of household goods, furniture and/or appliances as safety measure to protect the owner's and Condominium Corporation's property for any damage incurred in moving of such articles.
- d) No toy cars, bicycles, carriages and other equipment shall be allowed to remain in the hall, passageway, parking areas or courts of the building.
- e) Unless allowed in the Articles of Incorporation, By-Laws and/or Master Deed with Declaration of Restrictions, as amended, no sign advertisement or lettering of any kind shall be inscribed or posted on any part of the building exterior or in the interior corridors or stairways without the prior written approval of the Board of Directors.

In case of breach or violation of the above provision, the unit owners and/or occupant shall be liable for the cost of removal of the said sign advertisement, lettering and/or restoration at their expense within five (5) days of the Condominium Corporation's written notice. A penalty of P 2,000.00 per day shall be imposed after the 5th day, up to the date the signage is removed.

### **3.3 Use of Limited Common Areas**

- a) The limited common areas (such as the parking area, plant boxes, open patios of the second floor and the Penthouse) are intended for the exclusive use of the owners/tenants of particularly designated units. Other unit owners/tenants shall not, therefore, obstruct or interfere with the use of a limited common area by the owner/tenant of the particular unit to whom such limited common area has been assigned.
- b) A limited common area shall be used only for the purpose for which it was assigned to the owner/tenant of the particular unit. Repairs of such limited common area is the sole responsibility of the owner/tenant of the particular unit.
- c) Where applicable, the provisions of these House Rules and Regulations on the use of individual units shall apply to the use of the limited common area by the owner of the unit who has been assigned exclusive use of such limited common area.

**3.4 Children**

- a) A unit owner and/or lawful occupant shall at all times be responsible for the behavior and conduct of his children as well as other children staying with him. A unit owner or lawful occupant shall insure that his own children and other children staying with him do not undertake activities that are offensive to the other unit owners and/or lawful occupants or damaging to the common area.
- b) Children shall be permitted to play only inside the unit occupied by their parents.
- c) In no case shall children be allowed to play in the lobby stairways, hallways, elevators, driveways and parking spaces.
- d) Children below seven (7) years of age shall always be accompanied by adults when riding the elevators.
- e) The unit owner and/or lawful occupant shall be liable for damages caused by his own children and by other children staying with him.

### 3.5 Employees, Household Help and Drivers

- a) Unit owners and lawful occupants shall be responsible for the behavior and conduct of their employees, maids, helpers and drivers and for their compliance, with the House Rules and Regulations.
- b) The unit owner and/or lawful occupant shall for security purposes register all his employees, maids, helpers and drivers with the Building Administrator, who shall issue them with corresponding identification cards. Such cards shall be surrendered to the Building Administrator by the owner or lawful occupant upon dismissal or termination of the employee, maid, helper or driver or upon vacation of the premises by the unit owner or lawful occupant. The unit owner and/or lawful occupant shall for security purposes, submit periodic notices to the Building Administrator about dismissal or hiring of employees, maids, helpers or drivers for proper monitoring.
- c) Employees, maids, helpers and drivers shall always have on their persons their identification cards while on the premises of the condominium. Any employee and helper or driver who cannot present his/her identification card, when asked by the Building Administrator or his duly appointed representative, shall be refused entry into the building or if already inside the building shall be asked to leave the premises.
- d) Employees, maids, helpers and drivers are not allowed to entertain guests inside the individual units or inside the building. They shall entertain their guests only outside the premises of the building.
- e) Employees, maids, helpers and drivers caught gambling or intoxicated while inside the condominium building premises shall be given a written warning and reported to his/her employer in the first offense.

Second offense will be subject to P 2,000.00 fine per person.

On the third offense he/she shall be banned from entering the building premises.

- f) Employees, maids, helpers and drivers shall not be allowed to loiter or lounge around the front of the lobby, entrance driveways or corridors of the building. They shall also be properly and decently attired when leaving the units.
- g) Employees, maids, helpers and drivers are not allowed to sleep inside cars in the basement or in any other part of the common areas.
- h) Unit owners and lawful occupants should refrain from pirating employees, maids, helpers or drivers of other unit owners and/or lawful occupants of the building. If such is unavoidable a clearance should be obtained from the former employer.
- i) Employees, maids, helpers and drivers caught stealing within the condominium building premises shall be denied entry to the building and reported to the proper police agencies.

### 3.6 Pets

- a) With the exception of aquarium fish, NO PETS of any kind are allowed in the entire building premises as these are sources of nuisance, noise/allergies/unwanted odor, to the other residents and may interfere with the peaceful possession or proper use of the property.

**SECTION IV – USE OF COMMON PARKING AREAS**

- 4.1 The parking areas are intended for the exclusive use of owners/lawful occupants of particularly designated unit. Parking space shall be assigned by the Building Administrator. However, ownership over the said parking areas is retained by the Condominium Corporation.
- 4.2 Unit owners or lawful occupants must use only the parking spaces, if any, assigned to them at all times. Parking slots not being regularly used by the assigned owners may temporarily be assigned as parking areas for guests, other unit owners and/or other lawful occupants of the building by the Building Administrator until such time they are needed by the assigned owner and/or his lawful unit occupants.
- 4.3 Cars must be properly parked in the assigned parking spaces. No cars should be parked or left unattended at the lobby entrance, driveways or at the entry to the garage driveway. The driveway is limited only to loading and unloading passengers.

The Corporation reserves the right to remove vehicles violating parking regulations with cost, if any, chargeable to the owners.

- 4.4 Unit owners or lawful occupants must instruct their guests not to park their cars in the parking spaces assigned to other unit owners.
- 4.5 Drivers must be instructed:
- a) To follow traffic regulations established by the Building Administrator and cooperate with the Building Administrator.
  - b) To refrain from blowing horns and/or creating unnecessary noise within the premises.
  - c) To keep parked cars locked at all times.
  - d) Not to loiter in the lobby of the main entrance.
  - e) Not to leave in the parking area articles and/or equipment exposed to public view.
  - f) Not to eat in the basement parking area.
  - g) Not to indulge in any games and other forms of recreation or gambling in the parking areas.

Violators will be subject to the penalty provisions specified in Section III Article 3.5 (e)

- 4.6 Unit owners and/or lawful occupants are not allowed to make use of their assigned parking spaces to store their debris or any construction materials without prior written approval of the Board of Directors.
- 4.7 Parking spaces shall not be loaned, leased or rented to the other individuals or entities except tenants of the building.
- 4.8 Unit owners/tenants shall see to it that their parking slots are clean at all times, free from oil drippings.
- 4.9 Vehicles may be cleaned in the parking area but shall be limited only to wiping and rubbing that can normally be accomplished with rags. Washing of cars are to be done at the street level parking using a small pail of water. The use of a water hose to wash car is prohibited.
- 4.10 The Condominium Corporation and/or Building Administrator shall not be liable for any loss or damage done to vehicles parked in the parking areas.

**SECTION V – MAINTENANCE, REPAIRS AND MODIFICATION**

5.1 A unit owner or lawful occupant is bound to maintain his unit properly and to keep it in good; sanitary and tenantable condition at all times and shall immediately undertake any needed repairs.

- a) The upkeep and repair of each apartment unit will be shouldered by the individual unit owner and/or lawful occupant.

**a.1 Minor Repairs**

A unit owner or lawful occupant must submit a letter notification, to the Board of Directors, thru the Building Administrator, specifying the scope of work to be undertaken BEFORE COMMENCING minor repairs. The project however, must not involve or affect the structural soundness of the building and must conform with the electrical capacity of the unit. Otherwise, the necessary electrical upgrade must be undertaken.

Minor repairs are defined as repairs below P100,000.00

**a.2 Major Repairs**

Complete plans must be submitted to the Board of Directors thru the Building Administrator. PRIOR TO CONSTRUCTION, the owner/tenant must:

1. secure the written approval of the Board;
2. put a cash bond to the Condominium Corporation in accordance with the following schedule:

Repair Cost	Cash Bond
P 100,000.00 – P 250,000.00	10% of the repair cost
P 251,000.00 and above	15% of the repair cost

All cash bond deposits made with the Condominium Corporation are fully refundable with no interest after the project is inspected and approved or until any and all violations are corrected. Otherwise, the bond will be forfeited.

In the event that violations are found by the Condominium Corporation during the constructions stage, the Building Administrator is authorized to stop the delivery of materials and/or stop workers from entering the premises.

- b) The owner and/or lawful occupant shall compensate the Condominium Corporation, other owners and/or other lawful occupants or damages caused by his neglect or for the neglect of any person he is responsible for.
- c) Owner and/or lawful occupant who made minor/major repairs or complete renovation without first complying with the rules shall be subject to a fine of P20,000.00 for non-compliance with said provision over and above the cash bond required and shall immediately be restrained from continuing with the project until approval is secured from the Board.

5.2 No structural modification of any type shall be made by a unit owner or lawful occupant within his unit without prior written approval of the Board of Directors.

5.3 No addition or alteration to the original design of the unit shall be made if such addition or alteration is visible from the exterior of the building, without the prior written approval of the Board of Directors.

5.4 No radio or television antenna shall be put up outside the confines of a unit.

- 5.5 No equipment or appliance shall be installed which will protrude through a door or window opening into the corridor or beyond the exterior surface of the building except in the specific portions designated for such purpose.
- 5.6 The owner and/or lawful occupant of a unit shall not:
- a) Paint the exterior of the building.
  - b) Install any door that swings out into the common vestibules and/or corridors.
- 5.7 Extensive repairs to motor vehicles or to such other equipment is prohibited on the premises.
- 5.8 No workmen will be allowed to enter or remain within the building before 8:30 a.m. or after 5:30 p.m. except in case of emergency or under special written arrangements with the Building Administrator. A unit owner or lawful occupant must register his workmen with the Building Administrator or his representative.
- 5.9 Owners/tenants who would request our maintenance man to do minor repairs (i.e. repair of leaking faucet/toilet bowl, electrical repairs, etc.) will be charged for a rate of P100.00.hour. Minimum charge repair is P100.00.

All requests should be coursed through the Administrator who will then fill up the "Request for Service" form which will be forwarded to the requesting owner/tenant for signature. Repairs/ service will be on a first call first service basis. No repairs will be serviced/attended to if this procedure is not followed.

All payments should be coursed through the Administrator and preferably made payable to Legaspi Park View Condominium Corporation. Alternately you can have your repair/maintenance charges added to your monthly condominium dues bill.

Additional tipping is not required and is discouraged.

## SECTION VI – MISCELLANEOUS PROVISIONS

### 6.1 Noise

- a) Unit owners or lawful occupant members of their families and guests should avoid excessive and unnecessary noise at all times. Due consideration should always be given to other occupants. Radios, TV's and stereos should never be placed in a location or played at such a volume that they can be heard in adjoining units.
- b) Unit owners or lawful occupants should instruct their drivers to minimize noise in the garage area and in the parking area in front of the building. Car radios must not be played while parked in front of the building as the sound tends to echo and be carried upwards.
- c) Excessive noise at any time shall be reported to the Building Administrator or his representative who shall be empowered to take the appropriate steps to abate the noise.

### 6.2 Washing and Dusting

- a) Unit owners or lawful occupants shall not wash, dry hang or air clothes or linens in the unit windows or in the corridors or in the other parts of the premises exposed to the public view.
- b) Beating of rugs and shaking of dust cloths are prohibited in the hallways and corridors or outside the windows and verandas.

### 6.3 Garbage and Trash

- a) The Makati Commercial Estate Association (MACEA) of which Legaspi Park View Condominium is a member has availed of the services of MACEA's garbage collector. Garbage collection of the building is serviced nightly between 6:00p.m. – 8:00 p.m. including Sundays and Holidays.
- b) Garbage collection of units is serviced daily between 2:00 p.m. – 3:00 p.m. on Mondays – Saturdays and 1:00 p.m. – 2:00 p.m. on Sundays and Holidays by our maintenance personnel.
- c) All garbage must be wrapped in disposable plastic bags before they are deposited in the trash chutes or at the garbage room in the lower ground floor provided for the purpose.
- d) Due care and diligence must at all times be exerted in making the trash deposits in the trash chute so there is no loitering in the hallways, stairways and corridors.
- e) Trash deposits must be made at the times fixed by the Building Administrator in the garbage room located at the Lower Ground floor.
- f) No garbage or trash shall be left in the common areas or thrown from the balconies, windows, entrance balconies, fire exits and stairways.
- g) Unit owners or lawful occupant will not store garbage, trash or any other items on the fire escapes or stairways.
- h) Unit owners or lawful occupants should insure that all matters constituting fire hazards, such as cigarette butts, and matches are properly put out and placed in appropriate containers.

**6.4 Solicitations and Canvassing**

- a) Salesmen, Vendors, Solicitors, Bootblacks, Beggars, etc.
  - a.1 Salesmen, vendors, solicitors, bootblacks, beggars are not allowed entry to any part of the building. Authorized newspaper delivery boy and postman shall make their delivery to the Lobby guard who in turn shall distribute the newspaper or mail matters in the mail racks.
- b) Canvassing or demonstrations of any kind are prohibited on the premises.

**6.5 Condominium Corporation Personnel**

- a) Maintenance personnel, security guards and other persons employed or under contract to the Condominium Corporation shall be responsible to the Condominium Corporation only.
- b) Unit owners shall not ask employees of the Condominium Corporation to perform personal services for them within or outside the premises. The Condominium Corporation and its hired employees have no obligations to perform repairs in the individual units.
- c) Unit owners/tenants should course through the Building Administrator any complaints or request for maintenance assistance.

**6.6 Security**

- a) The security of each unit, including articles therein, shall be the sole responsibility of the owners or lawful occupants.
- b) Contracts of the Condominium Corporation with security firms shall unless otherwise provided by the Board of Directors, refer only to the security of the common areas.

**6.7 Fire Extinguishers**

Each unit shall install at his unit at least one (1) 10 lb. fire extinguisher visibly located in the kitchen.

**6.8 Smoking**

The interior premises of the building is a non-smoking area.

**6.9 Uses of Units**

The owner or lawful occupant of a unit shall not:

- a) Permit any unlawful and/or immoral practice to be committed on the premises, nor shall he/she permit the apartment to be used for any purpose which will injure the reputation of the Condominium or which will disturb the peace or inconvenience the occupants of the building.
- b) Unless expressly allowed by the Article of Incorporation, By Laws, Master Deed, as amended, or Management in writing, no owner or tenant shall use his unit except solely for residential purposes.

**6.10 Right of Entry**

- a) Every unit in the condominium shall be subject to a right of entry by the Condominium Corporation or its duly authorized representative when necessary in connection with any repair for which the Condominium Corporation is responsible. Such entry shall be made during a reasonable time or hour except in cases of emergency, and with the least inconvenience to the occupant.

### **Use of Storage Rooms**

Storage rooms located at the Basement and Lower Ground Floor areas are to be used as storage of residents of the condominium building for non-perishable items only.

All items (i.e. Christmas decors, old clothes and toys, etc.) should be placed in plastic box/containers before storing them at the storage rooms.

Cleanliness and proper piling up of boxes should be maintained at all times.

**SECTION VII – PROLONGED ABSENCE OF UNIT OWNER/TENANT**

- 7.1 Whenever the unit owner/tenant of an apartment unit leaves for an appreciable length of time, the key to the door of the apartment unit shall be left to a person of his trust. The Building Administrator shall also be informed of the same.
- 7.2 In any case, if any key or keys are entrusted by a unit owner/tenant or any members of his family, or his agent, servant, employees, licensee to the Building Administrator, whether for such unit owner's or tenant's apartment unit or an automobile, trunk or other item of personal property, the acceptance of such key (s) shall be the sole risk of such unit owner/tenant and neither the Condominium Corporation nor the Building Administrator shall be held liable for the injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith.

**SECTION VIII – EMERGENCY CASES**

- 8.1 The Building Administrator and/or his/her representative(s) is or are authorized to enter any apartment/commercial unit during an emergency even when such entry may cause damage to the apartment/commercial unit. The Building Administrator or his/her representative(s) shall be allowed by tenants to inspect the premises during reasonable hours of the day.
- 8.2 For further assistance, listed below are the emergency telephone numbers:

Makati Fire Department	816-2553/818-5150
Makati Police Department Precinct 6	815-2647/818-1732
Makati Medical Center	815-9911
Barangay San Lorenzo	893-3811

**SECTION IX – THIRD PARTY LIABILITY**

- 9.1 Tenants during their occupancy of the leased premises shall hold the Condominium Corporation free and harmless from any damage, liability or responsibility to any person or property arising out of or as a consequence of the use of the leased premises by the tenant, his agents, employees, domestic helpers and guests.

**SECTION X – SANCTION GUIDELINES**

- 10.1 For other violations for which no sanction is specified herein, a penalty of P50,000.00 will be imposed to enable the Condominium Corporation to initiate court proceedings.

**SECTION XI – COMPLAINTS AND SUGGESTIONS**

- 11.1 Complaints and suggestions regarding the services of the building or defects and deficiencies in the original construction of the building may be made verbally or in writing to the Building Administrator. All complaints shall be entered in a logbook to be maintained by the Building Administrator.

**SECTION XII – TELEPHONES/E-MAIL ADDRESS**

12.1 The Administration office maintains two (2) direct telephone lines:

815-4736  
752-5211

and its e-mail address is: [info@legaspiparkview.com](mailto:info@legaspiparkview.com)

**SECTION XIII – ENFORCEMENT**

13.1 In the event of violation of these House Rules and Regulations by the unit owners or lawful occupants, the Condominium Corporation through the Board of Directors or a duly authorized representative has the right to:

- a) With due notice enter the unit in which, or in connection with which, a violation or breach of these House Rules and Regulations has been committed, or is being committed, and to summarily abate and remove, at the expense of the unit owner, any structure, thing or condition existing therein which constitutes such a violation or breach. The Condominium Corporation or duly authorized representative shall not be guilty of trespassing in any manner when exercising this right.
- b) Enjoin, abate or remedy by the appropriate legal remedies the continuance of such breach or violation and all costs incurred by the Condominium Corporation shall be assessed against the unit owner or lawful occupant guilty of such breach and violation.

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

13.3 The remedies herein granted to the Condominium Corporation shall be in addition to those provided for the Condominium Law and other Laws, the Articles of Incorporation, By Laws and Master Deed with Declaration of Restrictions, as amended.

**SECTION XIV – AMENDMENTS**

14.1 These House Rules and Regulations may be amended from time to time by the Board of Directors, with the majority vote of the members of the Board.

14.2 Amendments to the House Rules and Regulations shall take effect on the date designated by the Board of Directors and after due notice is given to all unit owners or lawful occupants.

**SECTION XV – SEPARABILITY**

15.1 The invalidity of any provision of these House Rules and Regulations shall not in any manner be a waiver on the part of the Condominium Corporation or affect the validity of enforceability of other provisions.

**SECTION XVI – EFFECTIVITY**

16.1 These House Rules and Regulations shall take effect upon approval by the Board of Directors and after due notice is given to all unit owners or lawful occupants.

AS APPROVED BY THE BOARD OF DIRECTORS on February 21, 2005

LEGASPI PARK VIEW CONDOMINIUM CORPORATION