



**Forbes
Park**
ASSOCIATION

**Regular Member Guideline Handbook
2025 Edition**



Forbes Park

ASSOCIATION

Since the founding of the Association, 45 member- residents have served as presidents of the Association.

JOSE CH. ALVAREZ	-	2022 - 2024
CARLOS S. RUFINO	-	2020 - 2021
NOEL A. LAMAN	-	2016 - 2020
RODOLFO D. ROBLES	-	2014 - 2016
ALEXANDER J. LEDESMA	-	2012 - 2014
CARLOS S. RUFINO	-	2011 - 2012
EDGAR G. CORONEL	-	2010 - 2011
CHARLES Y. UY	-	2007 - 2010
SYLVIA LOPEZ ALEJANDRO	-	2004 - 2007
MANUEL A. DIZON	-	2003 - 2004
STEPHEN D. SY	-	2002 - 2003
EDUARDO H. YAP	-	2001 - 2002
POLICARPO L. ASCALON	-	2000 - 2001
FEDERICO V. BORROMEO	-	1999 - 2000
MANUEL A. DIZON	-	1997 - 1999
ENRIQUE B. LAGDAMEO	-	1996 - 1997
MELY C. HECHANOVA	-	1994 - 1995
REYNALDO G. ALEJANDRO	-	1992 - 1993
CARMELITA A.S. ASCALON	-	1990 - 1991
FE S. PANLILIO	-	1989
MELY C. HECHANOVA	-	1988
CARLOS D. ARGUELLES	-	1986 - 1987
REYNALDO A. CONCEPCION	-	1983 - 1985
FARID (FRED) K. NASSR	-	1980 - 1982
LUCIANO E. SALAZAR	-	1979
ARTURO A. ALAFRIZ	-	1978
SILVESTRE M. PUNZALAN	-	1976 - 1977
ANTONIO R. INFANTE	-	1974 - 1975

LUIS L. GARCIA	-	1973
FARID (FRED) K. NASSR	-	1971 - 1972
LUIS D. PANLILIO	-	1968 - 1970
RAFAEL G. HECHANOVA	-	1966 - 1968
JAIME R. BLANCO	-	1965 - 1966
ARTHUR R. CUMMINGS	-	1964 - 1965
ANTONIO PRIETO, JR.	-	1963 - 1964
ASTERIO G. FAVIS	-	1962 - 1963
LUIS TIRSO RIVILLA	-	1961 - 1962
ROBERTO MONTINOLA	-	1960 - 1961
SEBASTIAN UGARTE	-	1959 - 1960
CESAR DE ZULUETA	-	1958 - 1959
D.A. TEN GROTEHUIS	-	1957 - 1958
MARCOS B. ROCES	-	1956 - 1957
ENRIQUE J. BRIAS	-	1955 - 1956
ERNESTO V. LAGDAMEO	-	1954 - 1955
ANTHONY M. MACLEOD	-	1953 - 1954
MILTON H. PICKUP	-	1952 - 1953
JOHN F. COTTON	-	1951 - 1952
JOHN L. MANNING	-	1951

Up to 1970 the Association's fiscal year was October 1st through September 30th and the President was elected for the corresponding term of office. Beginning 1971 the Association By-Laws were amended to make the fiscal year coincide with the calendar year.

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Amended Rules and Regulations of Forbes Park Association, Inc.

ARTICLE I. MEMBERSHIP

Section 1.

The owners of lots and their successors-in-interest, including long term lessees thereof as defined by the By-Laws, are required to be and are automatically members of the Forbes Park Association, Inc. (Association).

ARTICLE II. DEED OF RESTRICTIONS

Section 1.

All members shall abide by the Deed of Restrictions annotated on and/or made integral part of the individual certificates of title issued by the register of Deed to each owner of lot(s) within Forbes Park. Pertinent extracts thereof are quoted as follows:

1.1. The property is subject to an easement of two meters within the lot and adjacent to the rear and two sides thereof for the purpose of drainage, sewage, water, and other public facilities as may be necessary and desirable.

1.2. Subject to such amendments and additional restrictions, reservations, servitudes, etc., as the Forbes Park Association, Inc. may, from time to time, adopt and prescribe, the land described in this certificate of title is until January 1, 2024, subject to the restrictions enumerated in "Annex A" of the deed of sale executed by Ayala Securities Corporation in favor of the registered owner, among which are the following:

1.2.1 The owner of this lot or his successor-in-interest is required to be and is automatically a member of Forbes Park Association.

1.2.2 Lots may not be subdivided.

1.2.3 Lots may only be used for residential purposes and not more than one single family residential building shall be constructed thereon, except a separate garage and servants' quarters may be built.

1.2.4 All buildings must be of strong materials and of a type of architecture that is in harmony with the surrounding landscape and homes of the vicinity. Buildings shall not be more than nine and a half meter (9.50 m.) in height. All plans for building and landscaping must be approved by the Forbes Park Association.

Section 2.

The Deed of Restrictions has a term of up to December 31, 2023, may be extended, amended, or cancelled by a resolution approved by the two-thirds (2/3) vote of the membership of the Association, provided such is duly registered with the Register of Deeds of the City of Makati.

ARTICLE III. RULES AND REGULATIONS

Section 1. Rules and Regulations

The Association shall prescribe the rules and regulations governing the occupancy and use of lots in Forbes Park as well as provide and impose such penalties and actions for the violations thereof in addition to those prescribed by these rules; recommend any amendment to existing restrictions; regulate the type of architecture, construction and building plans in the area; make provisions regarding security and sanitation, public utilities, fire protection, maintenance and repair of streets, private security guards and such others as may be desirable or necessary for the convenience and welfare of the members and the residents in the area; provide for and collect assessments not to exceed twice the land taxes. All fines, penalties, dues, fees, charges, and the like shall constitute a lien on the property junior only to the liens of the Government for taxes.

Section 2. Interpretation

Where there appears to be any conflict between the interpretation of the restrictions and the rules and regulations, the most stringent interpretation shall prevail.

Section 3. Enforcement

Compliance with the rules and restrictions of the Association and the payment of any assessment levied by it may be enforced by any registered owner and/or the Association through appropriate legal action. In addition, the Association may impose and/or enforce any sanction it may deem proper in accordance with the rules and regulations of the Association.

ARTICLE IV. BUILDING & CONSTRUCTION

Section 1. DESIGN GUIDELINES

1.1. Lot Regulations

1.1.1. Boundary Adjustments

Boundary adjustments are permissible if:

- 1.1.1.a. Conducted through a proper consolidation and subdivision plan.
- 1.1.1.b. The resulting lot count does not exceed the original count.
- 1.1.1.c. No lot in the adjustment is reduced to less than 90% of its original size.

1.1.2. Use and Occupancy of the house

- 1.1.2.a. Each lot is designated for a single-family residential structure.
- 1.1.2.b. Residences must serve as single-family dwellings. A property within Forbes Park Village may be designated as the business mailing address of a company or organization, provided that the property owner or resident serves as an officer or director of the said company or organization. Commercial or industrial activities, including short-term rentals, are strictly prohibited.

- 1.1.2.c. A detached garage or utility structure may be constructed, provided they meet the design guidelines.
- 1.1.2.d. Adjacent lots under the same ownership may have shared easements but must revert to standard requirements upon transfer of ownership.
- 1.1.2.e. If any person(s) found residing within the premises that are undocumented, such as unauthorized guests/visitors or non-family members violating the single-family dwelling rule, they shall be subject to penalties as stipulated in FPA rules and regulations ART. VI, SsssEC.4.

1.2. Building Coverage and Height

1.2.1. Building Footprint

The building footprint shall not exceed 30% of the lot area, including all permanent roofed and enclosed structures such as servants' quarters, cabañas, bathhouses, garages, covered terraces, lanais, and hardscaped or concreted areas like pool decks. Porte cochere and balcony overhangs are excluded. Interior gardens or open courtyards are also excluded, provided no structural elements capable of supporting roofing are constructed.

1.2.2. Building Height

Buildings must not exceed 9.50 meters in height, measured from the average original ground level (OGL) to the median roof height, based on the highest gable, pitch, hip, or parapet.

1.2.3. Lot Filling

- 1.2.3.a. Lot filling is allowed up to a maximum of 0.50 meters above the street level within the setbacks.
- 1.2.3.b. Proper drainage must be installed to prevent water flow or seepage into adjoining lots or streets.

1.2.4. Landscaping and/or grading

All landscaping or grading plans must indicate the original ground level as a reference. Any changes to the original ground level require approval from the Board of Governors, based on a comparative study of surrounding ground levels. The Board's decision is final.

1.2.5. Joint Inspection and Survey

Joint Inspection and Survey must be done by the Admin, Homeowner/Authorized Representative, and Contractor at a designated time to avoid any conflict and ensure compliance. Joint determination of OGL as well.

1.3. Setbacks and Easements

1.3.1. Front and Side Setbacks

- 1.3.1.a. No structure, including garages, staff quarters, swimming pool equipment rooms, storage rooms, generator sets, or AC outdoor units, should be built less than ten (10) meters from the front boundary or two (2) meters from side and rear boundaries. Roof eaves must also maintain a two (2)-meter clearance from the sides and rear of the lot.
- 1.3.1.b. The ten (10)-meter setback from the street boundary is measured horizontally to the nearest wall or column of any roofed structure, including the main building, garages, servants' quarters, or other appurtenant structures, regardless of floor level.
- 1.3.1.c. Porte cocheres may extend within the ten (10)-meter setback, but posts or walls must be at least ten (10) meters from the property line, and the farthest projection must maintain a five (5)-meter horizontal clearance from the front boundary. Porte cocheres must not serve as balconies, porches, or similar uses.
- 1.3.1.d. Completely open, unroofed terraces (e.g., pergolas) are excluded from the ten (10)-meter restriction but must not exceed three (3) meters in height from the Original Ground Level.

1.3.2. Easements

- 1.3.2.a. A two (2)-meter easement is required at the rear and sides of each lot for drainage, sewage, water, and other public utilities. Access must be permitted to authorize representatives of the Association or public utility entities.
- 1.3.2.b. Swimming pools, cisterns, and septic tanks must adhere to the two (2) meters setback, measured from their outermost wall to the property line fronting streets or adjoining lots.

1.3.3. Permitted Structures

- 1.3.3.a. Access stairs, ramps, and driveways connecting different ground elevations are allowed within the easement zone.
- 1.3.3.b. Unroofed structures (e.g., wooden, steel, or concrete trellises) are allowed within the ten (10) meters and two (2) meters setbacks, with a maximum height of three (3) meters from the original ground level.
- 1.3.3.c. Trellis Spacing:
 - a) Horizontal trellises must have a minimum spacing of 8 inches (0.25 meters) center-to-center.
 - b) Trellises must be at least 6 inches (0.15 meters) from property walls of adjoining lots or streets.
- 1.3.3.d. Buffer walls and unroofed walls up to three (3) meters in height, as well as trellises and trees, are permitted, provided access within the easement is maintained.
- 1.3.3.e. If plants or structures interfere with the easement's purpose, the owner must remove them at their own expense, as easement rights take precedence.
- 1.3.3.f. Joint Inspection and Survey must be done by the Admin, Homeowner/Authorized Representative, and Contractor at a designated time to avoid any conflict and ensure compliance. Joint determination of OGL as well.

1.4. Building Materials

All buildings must be constructed with durable materials and feature architectural designs that harmonize with the surrounding landscape and neighboring homes.

1.5. Perimeter Fences and Walls

1.5.1. Front Property Walls

Property walls facing streets shall have a maximum height of two and a half (2.50) meters, including decorative elements measured from the top of the concrete curb.

1.5.2. Interior Lot Walls

1.5.2.a. Maximum height: three (3) meters from the Original Ground Level (OGL).

1.5.2.b. Extensions: Bamboo, PVC, steel, or cyclone wire fences up to one point fifty (1.50) meters may be added with prior Association approval.

OGL Definition

Refers to the lot's undisturbed configuration before construction, as shown in the topographic map.

1.5.3. Village Boundary Walls

1.5.3.a. Perimeter lot owners must ensure security by constructing a masonry wall at least five (5) meters high along outer boundaries (e.g., EDSA, Pinagkaisahan, Fort Bonifacio). For McKinley Road, the fence height is limited to three (3) meters. Non-compliance will authorize the Association, with prior notice, to undertake the work at the homeowner's expense.

1.5.3.b. Creek or boundary lots (e.g., McKinley Road, Palm Avenue): May add a two (2)-meter high additional fence atop the masonry wall.

- 1.5.3.c. Manila Polo Club perimeter lots: Allowed a three (3)-meter masonry wall with a two (2)-meter additional fence atop the masonry wall.

1.5.4. Wall Maintenance

- 1.5.4.a. Dilapidated, sagging, or unsightly walls/fences must be repaired, replaced, or demolished by the owner.
- 1.5.4.b. Lot owners along the creek must maintain riprap or similar safety structures. Repairs or restoration of damaged or unsightly riprap must follow Association-approved plans.
- 1.5.4.c. Non-compliance: The Association will issue a written notice with a compliance deadline. Non-compliance will incur a daily penalty until rectified.

1.5.5. Prohibited Installations

- 1.5.5.a. Attaching equipment (e.g., outdoor AC units) to perimeter walls is not allowed.
- 1.5.5.b. Joint Inspection and Survey must be done by the Admin, Homeowner/Authorized Representative, and Contractor at a designated time to avoid any conflict and ensure compliance. Joint determination of OGL as well.

1.6. Basement Levels

1.6.1. Setback Requirement

Maintain a minimum setback of two (2) meters from the property line for all basement perimeter walls and excavation works.

1.6.2. Submission and Approval Requirements

- 1.6.2.a. Owners / Contractors must submit the following, certified by a licensed Structural Engineer, for review and approval:
 - 1. Geotechnical report.
 - 2. Excavation plan, including soil protection details and excavation methodology.

1.6.2.b. Approval of the excavation plan and methodology by the Forbes Park Association (FPA) or its designated third-party evaluator/inspector is required prior to commencing any excavation works.

1.6.3. Crack Mapping Documentation for Adjacent Properties

For any construction involving excavation works, a crack mapping survey of all adjacent properties is required before the start of excavation. This survey must:

- Be conducted by a qualified professional.
- Include clear documentation (photos and reports) of existing cracks (if any) and structural conditions.
- Be submitted to the Association before excavation begins.

The Forbes Park Association (FPA) will notify adjacent property owners in writing about the inspection and serve as a mediator to facilitate access for the survey.

This ensures proper documentation and accountability in case of any structural concerns during construction. Non-compliance may result in delays or penalties.

FPA can impose entry to property solely for inspection. Refusal of the owner to allow inspection will prohibit crack mapping.

In cases where property owners decline inspection:

If a property owner declines access for crack mapping, the Forbes Park Association (FPA) will issue a formal letter requesting their signature to acknowledge the refusal.

A visual assessment will then be conducted from accessible areas, such as public spaces or the project site.

If inspection remains impossible due to lack of access, future structural concerns will be evaluated based on available records.

1.6.4. Third-Party Review/Testing

If necessary, the Building and Construction Committee may engage a third-party consultant to review and evaluate the submitted excavation plan. Costs incurred for this review will be borne by the Owner/Contractor, with prior notification of the consultant's professional fee.

1.6.5. Liability

The property owner and contractor are fully liable for any injuries or damage resulting from basement excavation, including those occurring outside their property.

1.7. Access and Circulation

1.7.1. Security Station Regulations

Security station (guardhouse) for one security personnel without sleeping quarters are exempt from setbacks and 30% building area restrictions. They must not exceed two (2) meters by three and a half (3.50) meters in size, three (3) meters in height from the original ground level, and must include space for a toilet and locker.

1.7.2. Gates

Gates must not block sidewalks, utility posts, street drainage, or trees along the sidewalk. Driveways and pedestrian gates must be placed to keep these areas clear.

1.7.3. Vehicular Entrances and Exits

No vehicular access is allowed on circular curves at street intersections or on lots along McKinley Road (from Banyan Road to EDSA) and EDSA. Only one entrance and one exit are permitted per property.

1.7.4. Driveways

1.7.4.a. Driveways must have a gentle down-curve connecting to the sidewalk and follow the Association's standard plan.

- 1.7.4.b. The elevation difference between the sidewalk and driveway must not exceed twelve (12) cm (0.12 m) with a slope of 1:3 or flatter.
- 1.7.4.c. Driveways on sidewalks must not exceed the height of the sidewalk or extend beyond the curb line, ensuring water flows freely in the gutter.
- 1.7.4.d. Trench drains must be installed under gates.
- 1.7.4.e. The property owner's architect or contractor must ensure that the placement of driveways and pedestrian gates does not conflict with or obstruct existing trees along the sidewalk adjacent to the lot.

1.7.5. Sidewalks

- 1.7.5.a. All sidewalk construction or improvements must follow FPA's prescribed design and specifications. No work can proceed without FPA approval.
- 1.7.5.b. Boring or digging through sidewalks, curbs, or gutters for drainage is not allowed. Stormwater and drainage must be directed to the village drainage system.
- 1.7.5.c. If large trees on the sidewalk pose challenges to construction, the property owner must submit a written request with plans or drawings. The Building and Construction Committee, in coordination with the Environment Committee, will inspect and provide recommendations.
- 1.7.5.d. Joint Inspection and Survey must be done by the Admin, Homeowner/Authorized Representative, and Contractor at a designated time to avoid any conflict. Regular Inspection must be made by the Admin to ensure compliance with the Rules.

1.8. Accessory Structures

1.8.1. General Rule

Accessory structures, defined as standalone structures not connected to the main house, must adhere to the 30% building footprint limit and comply with setback and easement regulations.

1.8.2. Garage and Quarters

- 1.8.2.a. It must be a single-story or loft-style structure designated for auxiliary staff or storage.
- 1.8.2.b. The ground floor area must not exceed ninety (90) square meters.
- 1.8.2.c. Enclosed/roofed areas are included in the thirty percent (30%) building footprint.

1.8.3. Poolside Amenities Area/Facility

- 1.8.3.a. Allowed only with a swimming pool.
- 1.8.3.b. Maximum area: nine (9) square meters.

1.8.4. Cabaña/Gazebo

It must be open, one-story, without walls or living amenities.

1.8.5. Pump House/Filter Room

- 1. For swimming pools only.
- 2. Maximum area: two and a half (2.50) square meters.

1.8.6. Outdoor Pet Houses

Pet houses must be located outside setback areas and maintained regularly to prevent neighbor complaints.

1.8.7. Outdoor Storage Shed

Maximum area: six (6) square meters.

1.9. Utilities and Equipment

1.9.1. Generator Sets

1.9.1.a. Usage and Placement

1. Generators may only be used during power outages.
2. Install generators at least 10.00 m from the property line fronting a street and 2.00 m from property lines adjoining another lot, except boundaries with EDSA, Fort Bonifacio, and Barangay Pinagkaisahan.

1.9.1.b. Enclosure/Generator Housing and Fumes

1. Generators must have noise and fume reduction systems and be enclosed to minimize nuisance and hazards.
2. Maximum area: six (6) square meters.
3. Subject to setback/easement rules.
4. Exhaust pipes must extend at least 0.30 m above the highest eave of the nearest adjacent property and be unobtrusive.

1.9.1.c. Noise Limit

Generators must operate within 75 decibels at six (6) meters and be housed or enclosed to meet this standard.

1.9.1.d. Permit and Inspection

1. An approved permit from the Association is required for generator installation.
2. The FPA Village Architect will inspect generators for compliance.
3. Inspection must be made in the presence of the Homeowner/Authorized Representatives.

1.9.1.e. Corrective Measures

Non-compliant generators must be corrected within 30 days of notice. After this period, the Association may enforce corrections at the owner's expense.

1.9.2. **Booster Pumps**

Booster pumps connected directly to the water line are prohibited. Authorized representatives may inspect for compliance. Refusal to allow inspection or confirmed violations will result in Board action.

1.9.3. **Wells**

Digging wells requires prior written approval from the Association and relevant government authorities.

1.9.4. **Service poles and post**

- 1.9.4.a. Poles, posts, or structures for utility lines require Board approval and must not detract from the area's aesthetics.
- 1.9.4.b. Unsightly, unsuitable, or improperly installed poles must be removed or replaced upon notice from the Association.
- 1.9.4.c. Failure of any public utility company to comply and observe requirements will result in fines or penalties as deemed appropriate by the Association.

1.9.5. **Sewage disposal**

All sewage must be connected to the sewerage system. Properties with septic tanks must keep them sanitary and are advised to connect to the existing sewage line in coordination with Manila Water.

1.9.6. **Drainage Systems**

- 1.9.6.a. Domestic water for gardening or cleaning must be drained into the sewerage system, septic tank, or underground storm drainage. Draining water into street gutters is not allowed, except for watering plants on the sidewalk.

- 1.9.6.b. Installing drainage lines outside the property is prohibited without written approval from FPA. Tapping into existing drainage or sewerage lines requires a permit. Boring through curbs and gutters is strictly prohibited.
- 1.9.6.c. Trench drains must be installed along the fence or property line of driveways to prevent surface water from draining into the street.

1.9.7. Utilities and Tapping points

- 1.9.7.a. Grease Traps. All kitchen sinks and wash basins must have grease traps to prevent pipe clogging.
- 1.9.7.b. Utility Line Verification. Verify the location and inverts of utility lines with the Village Architect or Engineer before construction. Tapping requires permits from local authorities and coordination with FPA.
- 1.9.7.c. Excavation for Tapping. Coordinate sewer, drainage, and water line excavations with the Village Architect or Engineer. An excavation fee of ₱900.00 per linear meter applies.
- 1.9.7.d. Construction of Utility Line must be done in the presence of an FPA representative to ensure compliance.

1.9.8. Weep holes

The installation of drainage openings on concrete wall fences is strictly prohibited.

1.10. Specialized Structures

1.10.1. Helicopter Facility

Private helicopter facilities for landing and take-off are strictly prohibited within the village.

1.10.2. Horse Stables

Stables are not permitted within the village.

1.10.3. Telecommunication Structures

Transmission towers are not allowed. Satellite dishes up to 24 inches (0.60 meters) are permitted with prior written approval from the Association.

1.10.4. Offensive to sight structures

1.10.4.a. Unsightly structures, such as overhead water tanks and aviaries, are prohibited.

1.10.4.b. Flagpoles are allowed only for embassy officials' residences, must be durable, and no taller than 5 meters. Residents are responsible for any damage or injury caused by a collapsing flagpole.

1.10.5. Dilapidated Structures

Neglected or dilapidated houses posing security, fire, or health risks, or violating the National Building Code, must be repaired or demolished by the Owner upon FPA's written order. If not repaired to acceptable standards, the FPA will demolish them at the Owner's expense.

Demolition must be done in the presence of the Homeowner/ Authorized Representative, and a Representative from the Barangay. Subject to Demolition Requirements imposed by law or local ordinance.

Section 2. CONSTRUCTION GUIDELINES

2.1. Pre-construction Requirements

2.1.1. Classification of Construction Activities

2.1.1.1. New Residential Construction

New residential construction includes building a house from ground zero to completion or adding structures that alter more than 50% of an existing building's structure. The work permit, including excavation, is valid for 3 years.

2.1.1.2. Renovations (Major and Minor)

Renovations involve changes to a building's structure, architectural features, or specialty trade works and are classified as major or minor. Extensions or floor area additions are considered renovations and subject to building footprint evaluation.

a. Major Renovation

Major renovations involve altering 11% to 50% of a building's structure or 36% of its interior or exterior features. This includes keeping the outer shell, interior work, or house extensions, subject to building footprint rules, with a maximum work duration of 2 years.

b. Minor Renovation

Minor renovations involve altering up to 10% of a building's structure or up to 35% of its architectural and specialty trade works. This includes interior work or house extensions, subject to building footprint rules, with a maximum work duration of 1 year.

2.1.1.3. Minor Repairs

Minor repairs include non-structural activities such as replacing roofing, gutters, ceilings, or sidings. Works exceeding three (3) months are classified as minor renovations. Examples include:

- a. Repainting
- b. Repair/replacement of doors, windows, flooring, or tiles (bathroom or pool)
- c. Interior partitions or non-load-bearing wall adjustments
- d. Installation or housing of generator sets
- e. Installation of solar panels
- f. Guardhouse construction
- g. Landscaping
- h. Perimeter fence or wall improvements
- i. Similar works lasting over two (2) weeks.

2.1.1.4. Emergency Repair Permit

An Emergency Work Permit covers urgent repair or maintenance work for up to six (6) working days. If the work exceeds this period,

the property owner must apply for a regular Minor Repair Work Permit and meet its requirements.

Only one Emergency Work Permit can be issued per property for a specific scope. Multiple permits for different scopes or successive weeks are not allowed; in such cases, a Minor Repair Work Permit is required.

2.1.1.5. Repairs by Residential Staff

Very minor repairs or repainting by household staff with valid FPA-issued IDs are allowed, subject to prior written notification to FPA. These works must not be used to bypass compliance with construction rules, regulations, or property restrictions.

2.1.2. Submission of Plans

2.1.2.1. Approval Requirement

All plans for new constructions, renovations, major landscaping, or remodeling must be approved by the Association.

2.1.2.2. Required Plans

For new residences, renovations, and additions, submit the following:

2.1.2.2.a. Site development plan showing all improvements, structures, and buildings within the lot.

2.1.2.2.b. Topographic plan with complete dimensions and structure locations.

2.1.2.3. Construction Schedule

2.1.2.3.a. Submit a construction schedule with the plans and strictly adhere to it.

2.1.2.3.b. Delays will incur fines unless approved by the Board of Governors for reasons such as "force majeure" or uncontrollable circumstances.

2.1.2.3.c. Extension requests must be submitted in writing at least one (1) month before the original completion date.

2.1.2.4. Signatures and Seals

All plans and schedules must be signed and sealed by:

1. The property owner or resident.
2. The registered and licensed architect (architectural plans) or engineer (technical drawings).

2.1.2.5. Fees for Plan Review and Inspection

Fees for plan processing and construction inspection are payable by the property owner upon submission.

An FPA representative must also sign to signify approval of plans and schedule.

2.1.3. Number of Plans and Required Details

2.1.3.1. For New Residences and Major Renovations

Submit seven (7) sets of architectural plans, which must include:

1. Site development plan (showing 10.00m and 2.00m setbacks)
2. Location/vicinity map
3. Perspective
4. Floor plans
5. Front, sides, and rear elevations
6. Cross and longitudinal sections
7. Roof plan
8. Wall/fence plan and elevations
9. Sidewalk landscaping and development plan
10. Tabulated area of the building footprint (not exceeding 30% of the lot area)

Provide one (1) set of the following for the Association's files:

1. Structural, electrical, sanitary/plumbing, and mechanical plans
2. Topographic survey plan
3. Relocation survey plan detailing lot boundaries
4. Construction schedule

2.1.3.2. For Minor Renovations or Repairs

Submit three (3) sets of plans, including:

1. Site development plan (showing 10.00m and 2.00m setbacks)
2. Perspective
3. Floor plans
4. Front, sides, and rear elevations
5. Cross and longitudinal sections
6. Roof plan
7. Wall/fence plan and elevations
8. Sidewalk landscaping and development plan
9. Tabulated area of the building footprint (not exceeding 30% of the lot area)

2.1.3.3. Plan Modifications

Any changes to approved plans must be submitted for prior approval by the Building and Construction Committee. Construction must strictly follow the approved plans.

Random/Joint Inspection and Survey may be done, provided prior notice is given, by the Admin in the presence of the Homeowner/Authorized Representative, and Contractor at a designated time to avoid any conflict and ensure compliance.

2.1.4. Required Documents

Submit the following documents with your plans:

- 2.1.4.a. For individual owners: Photocopy of the Transfer Certificate of Title (TCT)
- 2.1.4.b. For corporate owners:
 - a. Articles of Incorporation, By-Laws, and Certificate of Registration
 - b. Certificate of Election of Officers and Directors
 - c. Board Resolution authorizing the representative to transact, sign, and undertake the application on behalf of the corporation
- 2.1.4.c. Detailed Scope of Works

2.1.4.d. Work Schedule in Gantt Chart (for new residences and major renovations)

Bill of Materials, including labor and material costs (for new residences and major renovations)

2.1.5. Construction Bonds

2.1.5.1. Payment and Bond Schedule

Only residents/members may pay construction bonds, and payment must be made directly to the Forbes Park Association (FPA). Contractors cannot pay these bonds.

Residents/Members must file a cash bond with the Association when they get a construction, renovation, or repair permit, according to the bond schedule approved by the Association. The Board of Governors may revise this schedule as necessary.

2.1.5.2. Refund and Retention

Ninety percent (90%) of the bond is refundable after project completion and inspection, while ten percent (10%) is retained to cover Association costs (e.g., road maintenance, security, and professional fees).

2.1.5.3. Deductions and Forfeiture

Any fines for construction violations or fees for work permit extensions (based on current rates) will be deducted from the bond. The Board of Governors may revise these fines and deductions as needed.

Forfeiture

1. **Unclaimed Bonds (5 Years):** If a bond remains unclaimed for five (5) years, the Forbes Park Association (FPA) will send a reminder to the resident to claim it within a specified timeframe. If there is no response, the bond is automatically forfeited.
2. **Inspection After Reply:** If the resident replies, the Village Architect will schedule an inspection. If violations are found, the bond is forfeited. Forfeiture does not release owners from correcting existing violations.
3. **Minor Repairs:** Existing violations noted in a minor repair

permit application do not require immediate correction until a major renovation or new construction project is undertaken. However, any newly discovered violations will result in bond forfeiture.

4. **Bonds Over 10 Years:** Bonds older than ten (10) years are automatically forfeited without prior notice or reminder from the Association.
5. **Change of Ownership:** When property ownership changes, any bond posted by the previous owner is forfeited.

2.1.5.4. Permit Conditions

Any new permit may be denied if there are unaddressed violations. Owners must agree in writing to correct existing violations before starting new construction.

Schedule of Bonds and their Conditions

Permit Type	Amount of Required Cash Bond	Validity of Permit and other conditions
New Residential Construction	P 2,000.00 / sqm. of the lot	<ul style="list-style-type: none"> - Three (3) years permit validity. - Ten percent (10%) retention. - Twenty-five percent (25%) of the bond deduction for every 6 months extension or less.
Major Renovation	P 1,000.00 / sqm. of the lot	<ul style="list-style-type: none"> - Two (2) years permit validity. - Ten percent (10%) retention. - Twenty-five percent (25%) of the bond deduction for every 6 months extension or less.
Minor Renovation	P 500.00 / sqm. of the lot	<ul style="list-style-type: none"> - One (1) year permit validity. - Ten percent (10%) retention. - Twenty-five percent (25%) of the bond deduction for every 6 months extension or

		<p>less.</p> <ul style="list-style-type: none"> - Extensions are limited to six (6) months. If work is not completed within one (1) year plus the 6-month extension, the permit will be upgraded to a Major Renovation.
Minor Repair	P 150,000.00	<ul style="list-style-type: none"> - Three (3) months permit validity. - Ten percent (10%) retention. - Ten percent (10%) of the bond deduction for every month extension or less. - Extensions are limited to three (3) months. If work is not completed within months (3) plus the 3-month extension, the permit will be upgraded to a Minor Renovation.
Demolition	P 150,000.00	<ul style="list-style-type: none"> - Three (3) months permit validity. - Ten percent (10%) retention. - Ten percent (10%) of the bond deduction for every month extension or less.
<p>Other specific Works:</p> <ul style="list-style-type: none"> • Installation of Generator Set • Installation of Solar Panels 	P 150,000.00	<ul style="list-style-type: none"> - Three (3) months permit validity. - Ten percent (10%) retention. - Ten percent (10%) of the bond deduction for every month extension or less.

2.2. On-site Construction Guidelines

2.2.1. Permits and Gate Passes

No entry of personnel or materials is allowed without submitting all required documents to ensure compliance with construction rules.

A monthly gate pass is required for all personnel and must be approved by the Village Architect. Requirements include:

1. Signed application form by the owner and contractor/representative.
2. Valid NBI or Police clearance.
3. Payment of the prescribed fee.

Submission of fake documents will result in a lifetime ban and corresponding fines.

2.2.2. Construction Activity

2.2.2.1. Working Hours

Construction work is allowed Monday to Saturday, from 8:00 AM to 5:00 PM.

2.2.2.2. Saturday Work Regulation

No heavy equipment, noisy tools, or concrete pouring with mixers or pumps to maintain weekend peace.

2.2.2.3. Holiday Restrictions

- 2.2.2.3.a. Construction is prohibited on holidays.
- 2.2.2.3.b. No personnel or delivery vehicles are allowed entry.
- 2.2.2.3.c. Caretakers or up to two stay-in personnel with FPA-issued IDs may remain on-site but must stay within the project premises.

2.2.2.4. Overtime

- 2.2.2.4.a. Overtime is allowed only from 5:00 PM to 7:00 PM with written approval from the Association.
- 2.2.2.4.b. Applications must specify the date, number of personnel, and tasks and be approved by the Village Architect or Village Manager.

2.2.2.5. Noisy Activities

- 2.2.2.5.a. No noisy work (heavy equipment, drilling, loud tools) is allowed on weekends.
- 2.2.2.5.b. Heavy equipment requires FPA approval.
- 2.2.2.5.c. The owner and contractor must notify neighboring properties and secure an agreement before starting noisy work. The Association may assist the Owner/Contractor in informing the neighboring properties.

2.2.2.6. Safety Officers

- 2.2.2.6.a. A full-time certified Safety Officer with COSH training must be on-site to monitor work.
- 2.2.2.6.b. FPA will conduct random inspections to ensure compliance.
- 2.2.2.6.c. Absence of the Safety Officer will result in fines.

2.2.2.7. Concrete Pouring

- 2.2.2.7.a. Requests must be submitted in advance and approved by FPA.
- 2.2.2.7.b. Same-day applications are not allowed.
- 2.2.2.7.c. No concrete pouring on Saturdays.
- 2.2.2.7.d. Concrete spills onto the drainage or road will incur a ₱20,000 penalty.

2.2.3. Delivery of Materials

2.2.3.1. Overloaded and Heavy Trucks

- 2.2.3.1.a. Overloaded trucks are prohibited from entering the Village.
- 2.2.3.1.b. Trucks over 20 tons are not allowed.
- 2.2.3.1.c. Trucks in poor condition or smoke-belching vehicles are strictly prohibited. Violators will be penalized.
- 2.2.3.1.d. Dump and flatbed trucks must not exceed their original cargo vessel height (typically 0.50 meters from the bed).

Truck types with corresponding load capacity and entry fee are as follows:

Truck Type	Load Capacity	Cost per Entry
4 Wheelers	Below 4 tons gross weight capacity	n/a
4-6 wheelers	4 tons and above gross weight capacity	P 1,500.00
10-wheelers, prime movers (with 20 ft. container van) Trailer	8-10 tons	P 2,500.00
Trailers with heavy equipment, prime movers (with 40 ft. container van) Concrete Mixers	18 tons	P 3,000.00

2.2.3.2. Delivery Entry Requirements

- 2.2.3.2.a. A written request signed by the owner/resident must be submitted to FPA for approval. The request must include:

Delivery details (materials, driver's info, truck details, date of delivery)

- 2.2.3.2.b. Trip tickets must be secured from FPA before entry.

- 2.2.3.2.c. Entry fees apply to moving-in/moving-out trucks but not to water deliveries or garbage trucks.
- 2.2.3.2.d. No construction materials (including those in private vehicles) may enter without an FPA-issued entry permit.
- 2.2.3.2.e. No trucks allowed on streets after 5:00 PM. However, they may park inside the property with prior FPA approval, but delivery personnel must leave the Village.

2.2.3.3. Roads and Sidewalk Protection

- 2.2.3.3.a. Trucks must not drive onto sidewalks without adequate plank support.
- 2.2.3.3.b. Any damage to roads or sidewalks caused by trucks or heavy equipment must be repaired at the expense of the homeowner or contractor. If not settled, the cost will be deducted from the construction bond.

2.2.3.4. Cleanliness and Environmental Compliance

- 2.2.3.4.a. Delivery personnel must clean spills and debris from the streets.
- 2.2.3.4.b. Oil or mud stains must be scrubbed off. Stains on the road will incur a ₱1,000 penalty, while oil spills that contaminate the drainage system will result in a ₱20,000 penalty.

2.2.3.5. Material and Equipment Exit Regulations

No materials (e.g., scrap lumber, cement bags, equipment, or supplies) may be taken out of the village without approval from the property owner or authorized construction personnel.

2.2.3.6. Special Considerations for Deliveries Beyond 5:00 PM

- 2.2.3.6.a. Deliveries affected by truck bans or other restrictions may be allowed beyond 5:00 PM with prior approval.
- 2.2.3.6.b. A written request must be submitted to FPA detailing the reason, delivery schedule, truck details, and materials.
- 2.2.3.6.c. Approval is subject to FPA's discretion and must comply with existing Village regulations.

2.2.4. Proper Attire at Construction Sites

This rule applies to all ongoing construction, renovation, repair and demolition within the village at all times.

2.2.4.1. Mandatory Safety Gear

- a. All individuals on-site must wear appropriate safety attire, including:
 - Hard hats
 - Closed-toe shoes or boots
 - High-visibility vests (if required)
 - Protective gloves, eyewear, or masks (as needed for specific tasks)

2.2.4.2. Prohibited Attire

Slippers, sandals, shorts, sleeveless shirts, and loose clothing are strictly prohibited.

2.2.4.3. Compliance & Penalties

- a. Entry will be denied for improper attire.
- b. A ₱1,000 fine per person will be imposed for violations.

2.2.5. Sanitation and Hygiene

2.2.5.1. Toilet Facilities

Construction sites must have proper sanitation facilities, such as portable toilets.

2.2.5.2. Garbage Disposal

Waste materials and debris must be removed daily. A ₱20,000 penalty will be imposed for an unclean site.

2.2.5.3. Placement of Materials

The placement or dumping of construction materials on sidewalks, streets, vacant lots, or creeks is strictly prohibited. Violators shall incur a fine of ₱5,000 per day until rectified.

2.2.5.4. Community Conduct

2.2.5.4.a. Urinating in public areas like walls, trees, utility post, or vehicles is prohibited and will incur a ₱1,000 fine.

2.2.5.4.b. Spitting or nasal discharge on streets, sidewalks, or plants is also prohibited, with a ₱1,000 fine.

2.2.5.4.c. Unnecessary noise from construction sites, such as loud music, shouting, or horseplay, is strictly prohibited. This rule also applies while workers are walking to and from the site. Violators will be fined ₱1,000 per person.

2.2.5.4.d. Repeat offenders may be denied entry.

2.2.6. Two-Man Rule

2.2.6.1. Workdays & Holidays:

2.2.6.1.a. Only two construction personnel may stay overnight at a construction site.

2.2.6.1.b. Workdays: 7:00 PM – 7:00 AM

2.2.6.1.c. Holidays: 7:00 AM – 7:00 PM

2.2.6.1.d. No exceptions.

2.2.6.2. Penalties for Extra Stay-in Personnel:

2.2.6.2.a. 1st offense: ₱1,000 per person

2.2.6.2.b. 2nd offense: ₱2,000 per person

2.2.6.2.c. 3rd offense: ₱5,000 per person + gate pass cancellation/ban

2.2.6.3. Stay-in Requirements

2.2.6.3.a. At least one construction personnel must stay awake and always remain visible to security.

2.2.6.3.b. Stay-in personnel must remain within the designated construction site.

2.2.6.3.c. ₱1,000 fine for non-compliance.

2.2.7. Construction Team Entry and Exit

2.2.7.1. Shuttle Requirement

2.2.7.1.a. Employers/contractors must provide a shuttle service for personnel in new residential construction or major renovations.

2.2.7.1.b. Preferably a four-wheeler vehicle; other road-worthy vehicles, except heavy equipment, are allowed.

2.2.7.1.c. Contractors must register their shuttle with the FPA Office.

2.2.7.1.d. Overnight parking of shuttle services on-site is not allowed. A ₱1,000 fine will be imposed per violation.

2.2.7.2. Entry & Exit Guidelines

- 2.2.7.2.a. For Construction Personnel (7:00 AM – 8:30 AM | 4:30 PM – 6:00 PM)
- i. Buendia Gate (North Forbes Park)
 - ii. Flame Tree Gate (South Forbes Park)
 - iii. Tamarind Gate (South) for six-wheeled vehicles only
- 2.2.7.2.b. For Deliveries
- i. Talisay Gate (North Forbes Park)
 - ii. Tamarind Gate (South Forbes Park)
- 2.2.7.2.c. Shuttles must not wait or stand by near the gates to prevent congestion.

2.2.7.3. Gate Security Procedures

- 2.2.7.3.a. Entry
- a. Stop at the gate for inspection.
 - b. All individuals must present their FPA Gate Pass for verification.
 - c. Those without a gate pass will be denied entry.
 - d. Prohibited items (weapons, illegal drugs, alcohol) will lead to investigation and possible PNP referral.
- 2.2.7.3.b. Exit
- a. Shuttles must stop before the exit lane (not on the ramp) for inspection.
 - b. Individuals must disembark for bag inspection and gate pass scanning.
 - c. Non-personal items without a signed gate pass will be confiscated, and further questioning may be conducted.

2.2.7.4. Compliance & Penalties

- 2.2.7.4.a. Shuttle drivers must follow FPA Traffic, Security, and Safety Regulations.

- 2.2.7.4.b. The FPA may revoke shuttle access for any violations.

2.2.8. Construction Fences

2.2.8.1. Fence Material & Installation

- 2.2.8.1.a. An approved temporary fence (type and color specified by the Association) must enclose all construction, renovation, repair, and demolition sites before any work begins.
- 2.2.8.1.b. The fence must be well-maintained at all times, especially at the front, ensuring a clean and orderly appearance.
- 2.2.8.1.c. Height must be three (3) to nine (9) meters to protect the privacy of neighboring properties.

2.2.8.2. Material Specifications

- 2.2.8.2.a. New Residential Construction, Major Renovation, and Demolition
- i. Front (street-facing side): Green metal roofing/wall sheets, at least 6 meters high.
 - ii. Sides & Rear: Plain green canvas tarpaulin (without any print, design, or markings). The green side must face outward.
- 2.2.8.2.b. Minor Renovation or Repairs
- i. Plain green canvas tarpaulin (without any print, design, or markings). The green side must face outward.
- 2.2.8.2.c. No painting, attachments, or signage are allowed on the fence, except the FPA Permit Sign and Makati City Hall Building Permit.

2.2.8.3. Maintenance & Compliance

- 2.2.8.3.a. The fence must be regularly repaired and replaced if damaged, particularly due to weather conditions.

2.2.8.3.b. Failure to comply may result in:

- i. Denial of site access for personnel and materials.
- ii. Suspension of work permits.
- iii. A ₱1,000 daily fine will be imposed until full compliance

2.2.9. Inspection Guidelines

2.2.9.1. Site Inspections

- 2.2.9.1.a. The Village Architect or authorized inspectors and FPA security may conduct inspections anytime, day or night, as deemed necessary.
- 2.2.9.1.b. No construction work may proceed without prior inspection to verify compliance with easements, setbacks, height limits, and other regulations.
- 2.2.9.1.c. The contractor must notify the Association at each stage of construction to allow for an ocular inspection.

2.2.9.2. Non-Compliance & Penalties

If work proceeds without the required inspection, the following penalties will apply:

- Immediate work stoppage
- Revocation of all gate passes for site personnel and suppliers
- Mandatory security posting (8-hour shifts) at the owner's expense until full compliance is met.

2.2.9.3. Approved Plans On-Site

- a. For New Residential Construction and renovations, a copy of the FPA approved plans must always be available at the site for inspection.
- b. Failure to present the approved plan during an inspection will result in a ₱5,000 fine per occurrence.

- c. Deviation from approved plans or scope of work will result in a ₱20,000 fine and work stoppage until proper approvals and permits are secured.

2.2.9.4. Final Inspection

- a. Minor repairs: Request for final inspection must be filed within one (1) month after completion.
- b. New construction/major renovations: Final inspection must be conducted before occupancy and before the release of the cash bond.

2.2.10. Utility & Service Work Guidelines

2.2.10.1. Permit & Compliance

- a. Utility/service companies must secure a permit before any work (e.g., service connections, repairs, excavations).
- b. Excavation plans must comply with Association regulations.

2.2.10.2. Liability & Restoration

- a. Full responsibility for any damage rests with the utility/service company and, if applicable, the property owner.
- b. Damages must be repaired immediately, and excavated areas restored to original or better condition per Association standards.

2.2.11. Construction Violations

2.2.11.1. Site Inspections & Compliance

- 2.2.11.1.a. The Village Architect or FPA Security personnel must be granted access at any time. Refusal results in:

1st offense: ₱1,000 fine

2nd offense: ₱2,000 fine

3rd offense: Revocation of gate passes & construction stoppage

- 2.2.11.1.b. Violations discovered on-site may lead to immediate work stoppage, removal from Forbes Park, and surrender of unregistered individuals to the authorities.

2.2.11.2. Security Enforcement & Costs

- 2.2.11.2.a. If violations occur, a guard (8-hour shifts) will be assigned at the owner's expense until compliance is achieved.
- 2.2.11.2.b. No construction can resume until security costs are settled.
- 2.2.11.2.c. Appeals may be made to the Board; whose decision is final.

2.2.11.3. Construction Restrictions

- 2.2.11.3.a. No structures may be built over creeks used for drainage. Violations will result in immediate removal at the owner's expense.
- 2.2.11.3.b. Business, commercial, or advertising signs are prohibited on properties and construction sites.
- 2.2.11.3.c. Advertising materials cannot be distributed through security or village personnel, nor may resident information be disclosed for such purposes.

2.2.11.4. Fire & Noise Regulations

- 2.2.11.4.a. Open fires are strictly prohibited in construction sites and residential areas, except for barbecues held by residents.
- 2.2.11.4.b. Loud noises (e.g., loud music, shouting, or horseplay) are strictly prohibited.

2.2.11.5. Tree Protection

- 2.2.11.5.a. Trees planted by the Association along common areas must not be cut or trimmed. Violators will be held liable.

- 2.2.11.5.b. Tree removal requests must be approved by the FPA, which may require replacement with a specified height and species.
- 2.2.11.5.c. Inspection must be done in the presence of the Homeowner/Authorized Representative and Contractor at a designated time to avoid any conflict and ensure compliance.

Section 3. POST CONSTRUCTION PHASE

3.1. Cash Bond Refund Guidelines

3.1.1. Release Conditions

- 3.1.1.a. The cash bond will not be refunded until all rules and regulations are fully complied with.
- 3.1.1.b. Refunds are issued once construction or renovation is 100% complete, meaning:
 - a. Compliance with approved plans and specifications
 - b. Hard and soft landscaping, utilities, and permanent fixtures installed and ready for use
 - c. Site cleared of construction debris

3.1.2. Deductions & Liabilities

- a. The Association may deduct charges, fines, or penalties from the bond as applicable.

3.1.3. Request & Inspection Process

- 3.1.3.a. The owner must submit a written request for final inspection to initiate the refund process.
- 3.1.3.b. The Village Architect will schedule and conduct the inspection.

3.1.4. Required Documents for New Construction & Major Renovations

- 3.1.4.a. One (1) set of as-built plans, signed and sealed, including:

1. Architectural Plans
2. Structural Plans
3. Electrical Plans
4. Mechanical Plans
5. Plumbing & Sanitary Plans
6. Landscape Plan

3.2. Moving-in Requirements

3.2.1. Final Inspection & Clearance

- 3.2.1.a. The cash bond will not be refunded until all rules and regulations are fully complied with.
- 3.2.1.b. A Final Certification of Clearance will only be issued once all requirements are met.

3.2.2. Security Committee Approval

- 3.2.2.a. The inspection report must be submitted to the Security Committee as part of the moving-in requirements.
- 3.2.2.b. Moving clearance is subject to the Security Committee's approval.

3.3. Certificate of Project Completion

3.3.1. Requirement

Owners undertaking major renovations or new construction must secure a Certificate of Project Completion from the FPA upon full compliance with all Building Rules and Regulations.

3.3.2. Separate from Occupancy Permit

This certificate is independent of the Occupancy Permit issued by the City Engineer's Office.

3.3.3. Consequences of Non-Compliance

Failure to secure the certificate will result in denial of move-in clearance and non-issuance of gate passes for household staff and vehicles.

3.4. Future Improvements and Alterations

3.4.1. Ongoing Compliance

Even after construction is completed and the cash bond is refunded, the property remains subject to inspection to ensure compliance with building regulations.

3.4.2. Authorization Requirement

Any future improvements, alterations, repairs, or maintenance require prior approval and must comply with all construction rules and regulations.

3.4.3. Penalties for Violations

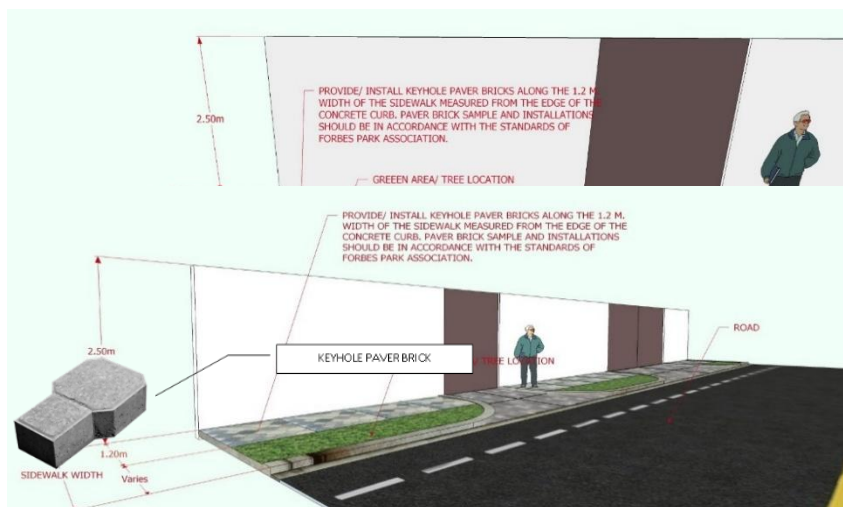
Non-compliance may result in:

3.4.3.1. Suspension of renovation or repair approval

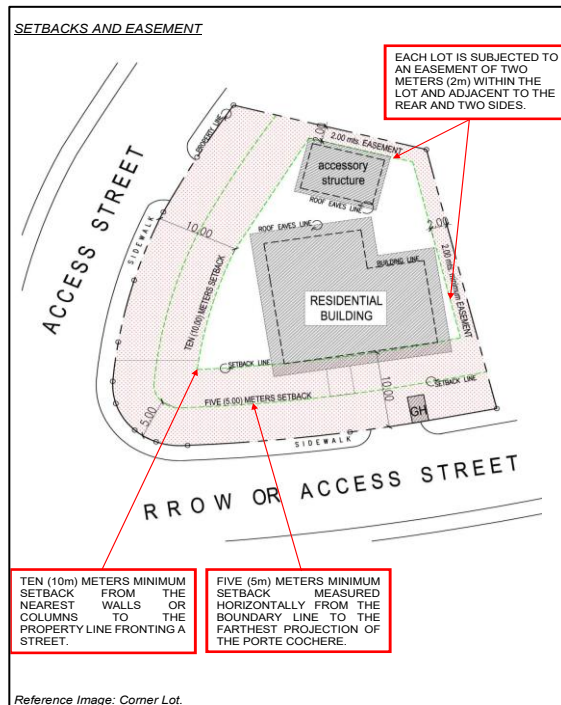
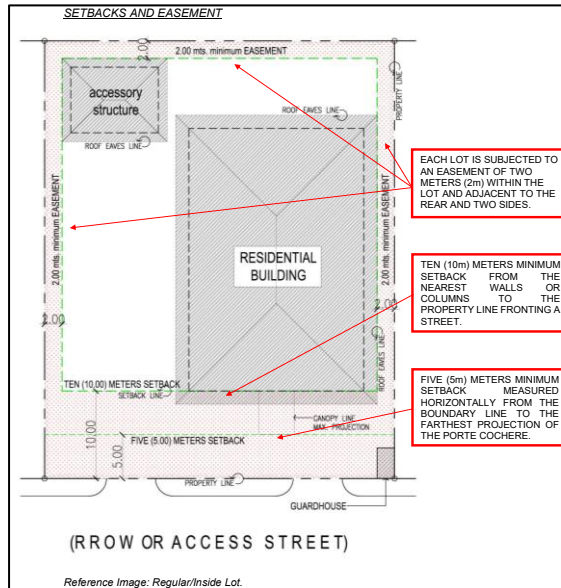
3.4.3.2. Restriction on entry of construction materials and personnel.

Appendices

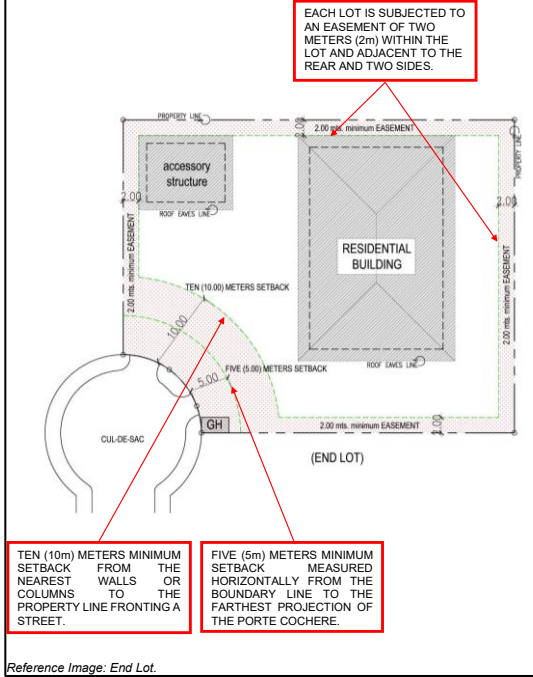
Appendix A: Sidewalk Construction Standards (Illustration)



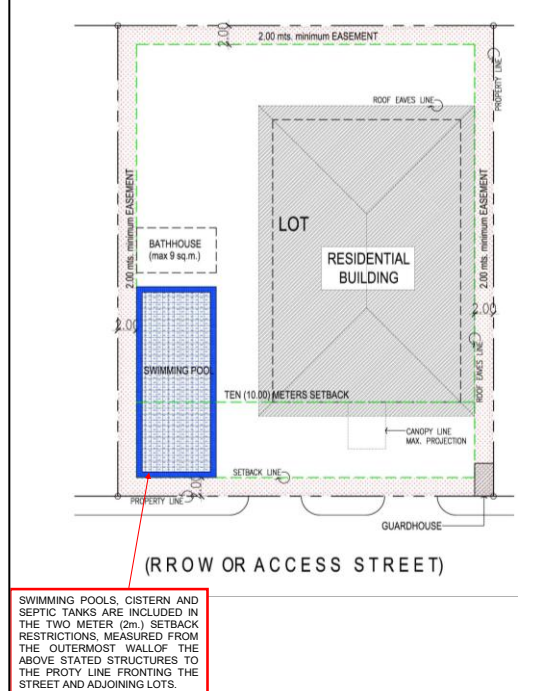
Appendix B: Setbacks and Easements (Illustration)



SETBACKS AND EASEMENT



SETBACKS AND EASEMENT



Appendix C: Fine Schedules and Penalties (Table)

Violation	Cost/Penalty
Masonry wall and fences	
Exceeds maximum allowable height	P 1,000 per day effective upon receipt of notice until the violation is corrected
Setbacks and easements	
Violation on 10-meter front and 2-meter easement (sides and rear) including basement setback rules.	P2,000 per day effective upon receipt of notice until the violation is corrected
Building Height	
Exceeds maximum allowable height	P2,500 per day effective upon receipt of notice until the violation is corrected
Guardhouse	
Guardhouse exceeding maximum allowable area.	P 1,000 per day effective upon receipt of notice until the violation is corrected
Driveways	
Without a trench drain	P 1,000 per day effective upon receipt of notice until the violation is corrected
Driveway higher than sidewalk elevation	P 1,000 per day effective upon receipt of notice until the violation is corrected
Driveway encroaching / reaching to the gutter line	P 1,000 per day effective upon receipt of notice until the violation is corrected

Violation	Cost/Penalty
Driveway violating the required sloping and/or exceeding the maximum allowable difference between the sidewalk pavement and the driveway	P 1,000 per day effective upon receipt of notice until the violation is corrected
Sidewalks	
Sidewalk encroachment, landscaping and developing without prior approval and permit.	P 2,000 per day effective upon receipt of notice until the violation is corrected
Generator Sets	
Setback violation	P 2,000 per day effective upon receipt of notice until the violation is corrected
Noise on site	P 1,000 per day effective upon receipt of notice until the violation is corrected
Fumes/smoke pollution	P 1,000 per day effective upon receipt of notice until the violation is corrected
Accessory Structures	
Guesthouse or any structure with living amenities not attached to the main house.	P 2,500 per day effective upon receipt of notice until the violation is corrected
Cabana/Gazebo with living amenities enclosed or exceeds maximum allowable area.	P 2,500 per day effective upon receipt of notice until the violation is corrected
Pump house/Filter room within setback.	P 2,000 per day effective upon receipt of notice until the violation is corrected

Violation	Cost/Penalty
Dog house and other animal pet houses within setback and exceeds maximum allowable area.	P 1,000 per day effective upon receipt of notice until the violation is corrected
Offensive to sight structure	P 2,500 per day effective upon receipt of notice until the violation is corrected
Telecommunications / Antenna tower	P 1,000 per day effective upon receipt of notice until the violation is corrected
Unmaintained existing communication / tower	P 1,000 per day effective upon receipt of notice until the violation is corrected
Horse stables	P 1,000 per day effective upon receipt of notice until the violation is corrected
For existing ones, for failure to meet cleanliness and sanitation standards.	P 2,000 per day effective upon receipt of notice until the violation is corrected
Booster pumps	P 1,000 per day effective upon receipt of notice until the violation is corrected
Service poles and post	
For putting up pole/post without prior approval.	P 2,000 per day effective upon receipt of notice until the violation is corrected
For not removing/replacing any existing pole or post determined by FPA as unsightly, improper, and unsuited.	P 1,000 per day effective upon receipt of notice until the violation is corrected

Violation	Cost/Penalty
Improper sewage disposal	P 1,000 per day effective upon receipt of notice until the violation is corrected
Improper drainage discharge (cement, oil, etc)	P 20,000.00
Utilities and tapping points	
Improper tapping to the drainage, sewer and water line.	P 2,000 per day effective upon receipt of notice until the violation is corrected
Weep holes	P 1,000 per day effective upon receipt of notice until the violation is corrected
Repairs made by residential staff without FPA approval.	P 1,500 per day effective upon receipt of notice until compliance.
Permit & Gate Passes	
No gate pass or undocumented workers	P 500 per pax
Unauthorized entry of workers/laborers	P 1,000 per pax
No work permit or expired work permit	P 5,000
Submission of fake requirements.	P 5,000 + lifetime ban entry inside the Village
Working hours	
No Safety Engineer on site.	P 5,000
No overtime permit	P 1,000 per pax
Doing unauthorized loud noise-producing work after 5 PM	P 1,000 per pax
Overtime beyond 7 PM	P 5,000 per pax
Doing noisy works during Saturdays	P 1,000 per pax

Violation	Cost/Penalty
Delivery of materials	
Bringing in construction materials without permit	P 1,000
Dirt, mud, oil and grease spills/stains on roads	P 1,000
Sanitation	
No proper or unsanitary toilet facilities	P 5,000
Improper disposal or burning of garbage.	P 1,000
Garbage along sidewalk adjacent to on-going construction site.	P 2,000
Dumping of construction materials, garden rocks, and chunks of trees on road/sidewalk	P 5,000
Unsanitary/Unclean Site	P 20,000.00
Urinating, spitting or nasal discharge in public areas.	P 1,000.00 per pax
Two-Man rule	
Excess of Two-Man rule	P 1,000/ 2,000/ 3,000 per pax
No available watchman on duty.	P 1,000
Stay-in personnel without permit	P 1,000 per pax
Fence around construction site	
Non-use of tarpaulin or other specified material	P 1,000 per day until compliance.
Unsightly or dilapidated temporary fencing.	P 1,000 per day until compliance.

Violation	Cost/Penalty
Schedule of inspections	
Right to entry of FPA Village Architect for inspection.	P 1,000 per day until compliance to allow entry of any authorized representative of the Association to check on reported violation.
Construction violation	
Prohibited construction	P 5,000 per day effective upon receipt of notice until compliance.
Open fire	P 1,000
Placement of any advertisement /commercial sign	P 5,000 per day
Deviation from approved plans	P 20,000.00
Failure to wear required PPE on-site	P 1,000.00 per pax

ARTICLE V. GENERAL RULES AFFECTING RESIDENTS AND MEMBERS

Section 1. Accounts, Fines, Penalties, and their Interest.

1.1 Annual membership dues and garbage fees. Annual membership dues and garbage fees which must be paid in advance shall be due on December 1st of each year and payable not later than January 31st of the succeeding year. Garbage fees for newly occupied houses will start from the date of occupancy up to the end of the fiscal year. Membership dues and garbage fees shall be paid at the same time and not separately, except when payment for membership dues is intended for a vacant lot.

Annual membership dues and other fees already paid shall not be refundable.

1.2 Other Fees.

1.2.1 Assessments, charges, fees which may be payable after receipt of regular annual billing.

1.2.2 Penalties and fines for any construction and building violations.

1.2.3. Penalties and fines for other infractions and violations of Rules and Regulations.

1.3 Penalty/Interest. A monthly penalty interest of one percent (1%) shall be applied on all membership dues and garbage fees, commencing thirty (30) days after date of first billing, and an additional two percent (2%) per month as penalty, plus necessary liquidated damages, upon failure to settle such accounts within ninety (90) days from due date. The due date, unless otherwise indicated, is thirty (30) days after receipt of notice/billing statement.

1.4 Accrued interest shall be compounded on a quarterly basis and added to the principal.

1.5 Delinquents. Any member who fails to pay his dues, garbage fees, water bills (for water delivery), and other accounts within ninety (90) days from receipt of first billing will automatically be considered and declared delinquent and shall result in the following: i) suspension of garbage collection service and other services , ii) non-issuance of vehicle stickers, permits, IDs/gate passes or clearances and iii) inclusion of the member's name in the list of delinquent members to be circularized, without prejudice to the collection of the total amount due, aside from the costs of suit and reasonable attorney's fee, if any.

1.6 All unpaid dues, fees, charges, fines, penalties, and other similar charges shall be considered liens on the property.

1.7 The Board of Governors may promulgate guidelines providing for adjustments of due dates or remission of penalties, interests and other charges imposed on members.

Section 2. Moving In/Moving Out Requirements.

2.1 Any person wishing to move in or out of a property in the Village shall first obtain a written clearance from the Association for presentation to the security guards at the gates.

2.2 Failure to notify and to secure beforehand a written clearance to move in shall result in the non-delivery of services, as well as the denial of gate passes for vehicles and household staff.

2.3 Written clearance will be granted subject to the following:

2.3.1 Payment in full of all arrearages on dues, fines, penalties, if any, and other monetary obligations pertaining to the property.

2.3.2 For those moving into the newly renovated/repaired or newly constructed house, an inspection report of the FPA Project Inspector and/or its authorized representative certifying compliance with building rules, regulations, requirements, and restrictions.

2.3.3 For tenants, completion of the required documents as stated in the Checklist for Tenants should be first complied.

2.3.4 No move in shall be allowed until after the Security Manager has completed verification of the submitted documents and the necessary clearance has been made.

2.3.5 Move in clearance shall be made only after the Tenant has presented him/herself at the Administrative Office for the briefing and issuance of the Village Rules and Regulations Manual. In case of corporate Tenant, its authorized representative should present himself/herself at the Administrative Office for the briefing and issuance of Village Rules and regulations Manual.

2.3.6 The owner of the property shall provide the Village Association with a copy of the renewal whenever there is a

renewal of the Lease Contract.

Section 3. Leased/ Rented Properties.

3.1 Upon expiry of a lease contract and prior to the execution by an owner of a new one, the owner shall be required to correct, transfer or demolish, as the case may be, any existing minor violations and settle pending penalties. Failure by the owner herewith shall result in the non-issuance by FPA of a clearance and permit for the new lessee to move in as well as gate passes to the new lessee's vehicles and household staff. In the event that the new lessee is able to move in, FPA has the option to withhold services including, but not limited to, garbage collection.

3.1.1 The property owner shall furnish the Administration Office with (a) a duly approved, signed and notarized copy of the lease contract, (b) filled up Tenant Information sheet, (c) completed the tenant's check list, (d) pet registration form and (e) Endorsement letter from the owner about his/her tenant.

3.1.2 The property owner provides the Administration Office with a written notice of the date on which the approved tenants will move into the property at least seven (7) days prior actual move in.

3.1.3 The property owner, the tenant and the broker shall sign an undertaking, in case of any eventualities, they will be liable on any pending obligations with the Association.

3.1.4 Notwithstanding the foregoing requirements, the Board of Governors, in the exercise of its business judgement rule, may waive any and/or all of the above-mentioned requirements for tenants who, by the judgment of the Board, are of unquestionable character and integrity.

3.2. Upon expiry of a lease contract and prior to the execution by an owner of a new one, the owner shall be required to correct, transfer or demolish, as the case may be, any existing minor violations and settle pending penalties. Failure by the owner herewith shall result in the non-issuance by FPA of a clearance and permit for the new lessee to move in as well as gate passes to the

new lessee's vehicles and household staff. In the event that the new lessee is able to move in, FPA has the option to withhold services including, but not limited to, garbage collection.

3.2.1 The Lessee shall comply with the Deed of Restrictions and all the rules and regulations of FPA.

3.2.2 Notwithstanding any provision of the Lease Contract or arrangement between the property owner or lessee/broker, the property owner shall remain to be ultimately liable for all unpaid fees or dues and/or penalties for violations by the lessee of the rules and regulations.

3.2.3 Sub Leasing and/or House Sharing is not allowed.

3.2.4 Sub-leasing and/or House sharing, even among extended family or collateral relatives of the lessee, is strictly prohibited.

Section 4. Traffic Regulations.

4.1 The speed limit on all streets in the Village for all types of vehicles is 40 KPH. Over speeding will be penalized with a P5,000.00 fine.

4.2 A fine of P5,000.00 shall be imposed for Disregarding STOP sign on intersection.

4.3 Fine of P5,000.00 for over taking on SOLID YELLOW centerline.

4.4 The motorized Security Patrols are authorized to apprehend and issue Traffic Violation Tickets to any motorist found to have violated the speed limit within the village. They will be equipped with handheld speed gun to validate the offense.

4.5 Practice driving is prohibited inside the Village. Violators will be fined P5,000.00.

4.6 No street or park may be used for overnight parking and/or washing of cars, buses, and trailers. However, subject to security measures and traffic regulations, temporary

parking of vehicles may be allowed. A fine of P1000.00 per night with additional P1000.00 per night shall be imposed on residents or their guests who park cars/vehicles outside the residential compound during the hours of 12:00 midnight up to 5:00 a.m. FPA reserves the right to have cars parked outside a residential compound for 3 or more consecutive nights (even if the fine is paid) towed and impounded and to call for police assistance in cases of non-compliance with Association notices, successive violations, and non-payment of fines.

4.7 A fine of P1,000.00 shall be imposed for Illegal parking or disregarding NO PARKING sign.

4.8 Pedestrians and cyclists have the right of way over motorized vehicles on the streets of the village. Residents are required to inform their drivers and guests accordingly.

4.9 Container Vans and Delivery Trucks

4.9.1. The resident/lot owner who contracted the services of the trucking company and whose container vans are found parked overnight on the streets of the Village Forbes Park shall be fined P5,000.00 with additional P5,000.00 per night. Thereafter, the vans shall not be allowed to park overnight and will have to be removed by the accountable trucking company. For delivery trucks, the penalty will be half of the above.

4.9.2. An appropriate early warning device shall be displayed when container vans and delivery trucks are parked on the street. Failure on the part of the trucking company to comply will mean a fine of P1,000.00. In the event the trucking company does not have an early warning device, they shall pay an additional P500.00 for the use of an early warning device provided by the Association. No person shall be allowed to sleep in vans or trucks parked in the streets of the Village. In addition to the fine imposed in Sec.4.8.1, a fine of P500.00 shall be imposed for every person found sleeping inside such vans or trucks.

4.9.3. All fines/charges not collected from or paid by parties committing the violation or causing the commission thereof shall be collected from the resident/lot owner concerned.

4.9.4. The following are also considered as traffic violations, the corresponding fine/penalty is written in parenthesis after the violations:

- a. Illegal parking (double parking, parking on both sides of the street, parking at no parking zones designated by yellow and black lines, parking in front of Fire hydrant, obstruction) - (P1,000.00)
- b. Disregarding STOP sign - (P5,000.00)
- c. Smoke belching - (P1,000.00)
- d. Driving at night without headlights - (P1,000.00)
- e. Cutting corners/overtaking solid yellow line - (P2,000.00)
- f. Driving/riding motorcycle without protective helmet - (P1,000.00)
- g. Vehicle with open/defective/noisy muffler - (P1,000.00)
- h. Driving under the influence of liquor and/or drugs - (10,000.00)
- i. Vehicle with busted headlights, park lights, signal lights or brake lights - (P1,000.00)
- j. Driving without license - (P1,000.00)
- k. Disregarding traffic officer/security - (P5,000.00)
- l. Parked vehicle with running/idling engine (violation of RA 3749) - (P1,000.00)
- m. Reckless Driving/Damage to Property - (P10,000.00) & pay the expenses for the repair of damages.

4.10. No streets or park may be used as a point of assembly and departure of persons or vehicles in connection with any business or commercial activity of the residents and members in the area.

Section 5. Security Control.

5.1 Car stickers. Each member/resident will be assigned permanent car stickers made of reflectorized or scotch lite material, with the emblem and/or logo of the Association which shall be issued subject to the following:

5.1.1 Residents of the Village, whether Owner or Lessee of the property, are entitled to a maximum of twenty (20) car stickers, while non-residents

(registered Owners of rented or vacant residences) are entitled to a maximum of nine (9) stickers only.

5.1.2 Only private cars and other vehicles in the resident's name with address in Forbes Park are entitled to FPA car stickers.

5.1.3 A limited number of company cars of residents may also be granted FPA car stickers if they are for private personal use by residents or lessees and are being garaged in their residences in Forbes Park, provided that a Secretary's Certificate must be issued certifying that the resident is an executive of the company and that the company vehicle is officially assigned for use by the resident.

5.1.4 FPA car stickers shall be placed on the upper left-hand corner of the front windshield (driver's side).

5.1.5 Only upon submission of formal application accompanied by a photocopy of the vehicle's registration certificate of ownership and official receipt will the car stickers be released, and the vehicle must be brought to the Association's office for affixing of sticker by FPA personnel.

5.1.6 In case of transfer of ownership of a car to a person who is neither a member nor a resident, the corresponding sticker on the car must be removed.

5.1.7 Cars/vehicles without FPA car stickers will be subject for verification at the gate entrances.

5.1.8 Car owners and drivers found to be using fake FPA car stickers shall be charged the fine provided for in the Schedule of Fines and may likewise be subject to such other penalties provided by law.

5.1.9 A fine of P10,000.00 shall be imposed for the use of fake FPA or unauthorized MIVA Car Sticker.

5.1.10 A fine of P10,000.00 shall be imposed for transferring of sticker to another vehicle.

5.1.11 A fine of P5,000.00 shall be imposed for submission of fake requirements (NBI/Police Clearance, lab test results and others).

5.2 Guest pass. In the case of vehicles without FPA stickers, a clearance shall be secured first from the resident to be visited and shall be allowed entry only upon the surrender of a valid government ID to the gate guard who will issue a Guest Pass. Upon departure from the Village, the valid government ID can be retrieved upon the return of the Guest Pass. A penalty of P1,000.00 shall be imposed to persons who are working without valid FPA ID/Entry Permit/Gate Pass.

5.3 Checking of undocumented parties. The security of the residents is of utmost importance. Accordingly, the security guards may at any time check and verify people without valid FPA IDs entry permit or gate pass. Should a party be found to be undocumented and/or without the necessary papers, he shall be handed over to the Security Officer on duty for proper identification and picture taking. If found to be undocumented, such persons shall be banned entry to the village for a minimum period of thirty (30) days & pay the amount of P5,000 for the penalties.

5.3.1 Incoming and outgoing workers, laborers, construction suppliers' personnel, and pedestrian visitors and transients must show their entry permits.

5.3.2 Any vehicle being driven into or out of the Village bearing persons appearing to be workers, laborers, and the like shall be subjected to a security check and all accompanying persons in the vehicle must show their respective entry permits. Those without entry permit shall be denied entry and the Village security is authorized to subject them to investigation and questioning, lead them out of the Village and ban their entry for a minimum period of thirty (30) days.

5.3.3 Any vehicle with FPA stickers, suspected of smuggling workers and visitors during the day or during curfew hours (10:00 PM to 5:00 AM) shall be subjected to screening at the gate. If found to have undocumented persons onboard, shall be denied entry and if so warrants bring the person/s at the Security Office for investigation and identification.

5.4 ID cards for household staff. Residents shall require all their household staff, including family drivers and private security guards, both regular and transient, to secure an I.D. card from the Association, otherwise, they shall not be allowed entry.

5.4.1 All household staff including security guards, drivers, utilities and the likes shall present their ID cards and scan in the ID Scanner at the gates for recording and identification.

5.4.2 All household staff going out of the village using the pedestrian lanes should possess a permit from the residents that they are authorized to go out of the village. This will again be double checked by the security by calling the residence and informing the resident that his/her household staff is going out of the village. Unless authorized by the resident or his/her duly authorized representative a household staff shall not be allowed to exit at the gate

5.5 Restrictions on household staff. Household staff, including construction workers, are prohibited from loitering in the Village especially during curfew hours (from 10:00 p.m. to 5:00 a.m.). exhibiting rowdiness or creating commotion, or crowding together in the Village streets. The Village security is authorized to bring household staff or construction workers found violating this rule to the Security Office for questioning and proper disposition.

5.6 Liquor and other alcoholic beverages. Household staff, family drivers, private security guards and construction workers are prohibited from bringing in liquor and other alcoholic beverages for personal consumption inside the Village. Liquor and other alcoholic beverages checked at the gates shall be confiscated by the Association security guards and immediately turned over to the Association officials or to the residents/employers concerned for proper disposal.

A fine of P1,000.00 for the first offense shall be imposed on the employer of household staff, private security guards or construction workers found violating this rule; a fine of P2,000.00 shall be imposed for every succeeding violation.

5.7 On minors. The Village security is authorized to take to their respective houses, with the use of force, if necessary, minors under 18 years old (children or relatives of Forbes Park residents) found committing any of the following offenses:

5.7.1 Traffic violations, e.g., over speeding or not observing the posted speed limit in the Village, etc.

5.7.2 Vandalism, etc. Such as vandalizing street signs, trees, and/or private gardens; writing, painting or defacing property; destroying plants on the Association's parks and/or private gardens; hunting and/or shooting birds; causing loud noises while in streets and sidewalks; indecent behaviors and the like. Such actions shall be met with a penalty of P5,000.00.

5.7.3 Not observing the curfew as may be determined and declared by FPA from time to time such as when found in any street, passageway and/or sidewalks in the Village unaccompanied by a resident of legal age, except those minors returning to their homes who shall be escorted to their homes from the entrance gates in Forbes Park by any Forbes Park security guard. A fine of P1,000.00 shall be imposed for violation of curfew hours – 10Pm to 5AM.

5.7.4 A service fee of P1,000.00 shall be charged to residents/ members concerned for each occasion/case any of their said minor children or relatives is caught committing any of the foregoing offenses.

5.7.5 Minors who are not Forbes Park residents and who are caught committing the foregoing offenses shall be asked to leave Forbes Park, with the

use of force if necessary, and they shall never again be permitted to reenter the Village, even if accompanied by residents and/or the latter's children.

Any damages arising from such offenses shall be chargeable against the accompanying residents and/or the latter's parents.

5.8 Private guards.

5.8.1 All residents/members who avail of the services of private security guards, either permanently or for a limited period, shall register with the Security Office of the Association, under a prescribed form, their names and other particulars. Such guards are subject to, and shall abide by the Rules and Regulations of the Association. Following are the requirements needed to be submitted with the FPA Security Office:

- a. Neuro Psychiatric Test
- b. Negative Drug Test Result
- c. NBI Clearance
- d. Duty Detailed Order
- e. Assignment Order
- f. Security License

5.8.2 They shall secure from the Association, the corresponding I.D. prescribed for the purpose which they shall present to the gate guards as prerequisite for entry into the Village and for the discharge of duty. The Association reserves the right to deny the issuance of I.D. and entry permit into Forbes Park of any private security guard with a criminal record or who is otherwise considered by the Association as a security risk.

5.8.3 All residential security guards shall not bear firearms.

5.8.4 All bodyguards and/or AFP/PNP personnel, whether retired or in active duty, assigned as bodyguards shall in addition of the requirements of 5.8.1 above, present to FPA Security Office their:

- a. License to Possess Firearms (LTOFP); Permit to Carry Firearms Outside Residences (PTCFOR)
- b. Special Duty Detailed Order for Agency hired

- / Retired AFP/ PNP Personnel
- c. Property Acknowledgement Receipt (PAR)
- d. Letter Order / Assignment Orders for their detail to the individual concern for active Military/PNP personnel.

5.8.5 All bodyguards bearing firearms are not authorized to sleep overnight in the residences of the persons they are protecting.

5.8.6 Only one (1) AFP/PNP personnel assigned as resident security shall be allowed to sleep over on their subject's residences.

5.8.7 Violation of the foregoing private security rules shall be subject to appropriate fine. The Board of Governors, may at their discretion censure or publicize such violations. The Board may also, in its discretion, ban the further entry of violators.

5.9 Guard services for parties.

5.9.1 Residents holding parties to which more than thirty (30) guests are invited are required to advise the FPA Office beforehand in order that one (1) guard for every thirty (30) expected guests, which shall be provided by the Association's retained security agency, shall be assigned to attend to traffic, parking and security of the immediate vicinity to prevent vandalism and damage to sidewalk trees and neighboring gardens and littering by drivers of guests.

5.9.2 The cost of each party guard's service is P500.00 for the first three (3) hours and P100.00 for the succeeding hours. Arrangements should be made with the Association Office at least twenty-four (24) hours before the party.

5.9.3 Residents who hold and who fail to give prior notice to FPA shall be subject to a fine of P5,000.00. Furthermore, a fine of P50.00 for every vehicle in excess of 30 shall be imposed if no party guard as provided in 4.9.2 is deployed.

5.9.4 Parking during big parties shall conform to the prescribed FPA parking system. Parking on both sides of the street, during parties, will not be allowed.

5.9.5 The cost of damage to the residents or property in the vicinity or within the village caused by any vehicle, driver, or guests shall be charged to the resident hosting the affair.

5.10 Household staff parties. Household staff who wish to hold parties in their employer's residence shall obtain a written permit from the Association upon formal application of the member/resident concerned stating the following:

1. Place of entry
2. Date and time duration thereof
3. A list of names and addresses of expected guests
Anyone not listed therein shall not be allowed entry by the Forbes Park security.
4. An undertaking of the member/resident employer that he will be responsible for any breach of good order and disturbance of peace in the household and its immediate vicinity during the party. The cost of any damage caused by a guest in the vicinity of the party or anywhere in the village shall be charged to the member/resident employer concerned.

5.11 House/garage sales. Residents holding garage sales in their premises are required to inform and secure a permit from the Association and to make arrangements for proper identification of the items for sale for security purposes. Such sales shall be limited to a maximum period of two (2) days and not more than once a year, or when said resident is actually scheduled to move out of the Village. Holding of Garage Sale without a permit shall be fined P5,000.00.

The cost of any damage anywhere in the Village caused by anyone who has gone to this house/garage sale shall be charged to the concerned resident.

5.12 Caroling. Residents accepting carolers in their homes are requested to advise the carolers of the following:

5.12.1 To secure a written consent from the resident they are going to carol at, specifying the date and time (not exceeding 11:00 p.m.) and to submit the written consent to the FPA office for issuance of

the permit. Entry into the Village of said carolers will not be allowed without the permit.

5.12.2 Not to make any noise or disturbance, such as blowing of horns and the like that will disturb the neighboring residences.

5.12.3 To refrain from littering on the streets and sidewalks; to respect the residents' properties; not to remove street signs, cut plants or tree branches or write on walls and gates.

5.12.4 To stay within posted speed limits.

5.12.5 The cost of any damage caused by anyone in the caroling group in the vicinity of the residence concerned or anywhere in the village shall be charged to the resident/ lot owner concerned.

5.13 As a general rule only the individual that was issued an FPA ID is authorized to enter and enjoy its privileges. No one is allowed to lend and or allow anybody to use the ID. A fine of P5,000.00 shall be imposed to any person(s) found lending FPA ID to non- resident or others.

5.14 The Security Office may revoke guest passes and FPA IDs, and deny entry to visitors for properties that persistently violate Article 4 Section 1.3 of the rules.

Section 6. Security Protocol (New Inclusion)

6.1 Contact Numbers and Authorized Representatives. Each residence within Forbes Park is required to submit to the Administration Office and to the Security Office a Landline Telephone Number and or Mobile Telephone Number as a means to contact and communicate with the residents. Members and Residents shall regularly update the names of their authorized representative.

6.2 Natural Calamities and Emergencies. These are defined as natural occurrences as to floods, earthquake, fires and the likes. In the event of such occurrence, when the residents communicate with the Security Office the following information

should be given:

- a. Nature of calamity or emergency
- b. Location
- c. No. of Victims
- d. Gravity or extent of damage
- e. Other relevant information

6.3 Crime Against Person(s) or Property. In the event of crime committed within a property such as murder, homicide, theft, burglary or any other such crime, the resident or their authorized representatives should immediately inform the Security Office.

6.3.1 Residents should cooperate with the duly authorized members of Village Security Force, Barangay Bantay Bayan Personnel and Police. should be given outright access to the crime scene by the residents. Denial or arbitrary delay of access can be construed as obstruction and should be reported at once to the FPA Board.

6.4 Other Offenses. Offenses other than those stated above are classified minor offenses and should reported to the Security Office for appropriate actions.

SECTION 7. ANIMALS WITHIN FPA

7.1 Pets and Other Animals

7.1.1 Pets. Unless otherwise prohibited, residents may have pets but must be responsible for their well-being and actions. All pets must have updated vaccinations. Animals are protected under R.A. 8485. The abuse and abandonment of animals will not be tolerated. However, animals should not disturb the peace and quiet of the community. The FPA has an Animal Welfare Policy which is the basis for our rules on animals. The Animal Welfare Policy is available on the FPA website.

7.1.2 Dogs and Cats

7.1.2a Pets should only be kept within the resident's home. However, they may be taken out for walks provided they are on a leash.

7.1.2b In cases where animals are found on the streets the following rules will apply:

For Stray Animals requiring medical attention (dogs or cats that look neglected) unless claimed by the owners within 1 (one) day, will be made available for adoption.

For dogs or cats or birds that appear to be cared for best effort will be made to have them fostered in a home that has experience with caring for these pets. Unless claimed by the owners within 7 (seven) days, all pets caught will be made available for adoption. The Environment Committee will decide on who will adopt the pet and priority will be given to the person that fostered the pet.

7.1.2c The owner of a pet shall be required to pay the following penalty prior to the release of each unleashed pet caught by the FPA Security in the Village:

- a. 1st Offense : P1,000.00
- b. 2nd Offense : P2,000.00
- c. 3rd Offense : P3,000.00
- d. 4th and succeeding offenses: P5,000.00

7.1.2d It is strictly required that those who take out their dogs and cats for walks carry a scoop and bag for the purpose of removing their animal's excrement from the streets and sidewalks. Failure to scoop excrement will incur the following penalties:

- a. 1st Offense : P1,000.00
- b. 2nd Offense : P2,000.00
- c. 3rd Offense : P3,000.00
- d. 4th and succeeding offenses: P5,000.00

7.1.2e The following penalties shall also be imposed on the following:

1. Incessant barking : P1,000.00
2. Abandonment of cats and dogs: P1,000.00
3. Biting and scratch : P5,000.00 for medical expenses of the Victim

7.1.3 Horses. Horses shall not be allowed to be kept in any of the properties in the village.

7.1.4 Monkeys. Monkeys are permitted as long as the residents makes sure that the monkeys stay within their home and are treated humanely.

7.1.5 Birds. Only small and non-predatory birds may be kept and shall be secure within the resident's home.

7.1.6 Prohibited animals. Animals, such as but not limited to, cattle, farm pigs, sheep, goats, ducks, geese, roosters, snakes, crocodiles and such other as the Board may determine as a nuisance to the community shall not be allowed. Residents caring for an endangered animal must have a valid permit from the Bureau of Animal Industry.

7.1.7 The FPA Board may choose to have a pet registration for the village which will require residents to declare all their pets. It is expected that all pet owners cooperate. Any resident may keep any pet or other animals, he shall first apply for approval from the FPA and his application. In the event the FPA Board requires pet registration, the Environment Committee or any other subcommittee as may be designated by the Board shall issue the necessary implementing rules.

7.1.8 The construction or installation of cages and other similar structures requires the prior inspection of the FPA representative and approve by the appropriate committee concerned, as well as in compliance with any applicable City Ordinance and the laws of the state. Any violation is subject to fine/penalty. When sanitation or the prevention of the possible spread of any disease related to any of the pets/animals dictates. The FPA may require their reduction in number and/or their being placed in quarantine.

Violation pertaining to cages, structures or animals, a fine of P5,000.00 per days shall be imposed until compliances.

7.1.9 The Village shall be a bird and animal sanctuary. There will be no shooting of birds, squirrels, and other animals anywhere in Forbes Park. Violation may result in a fine of P1,000.00 for the first offense and confiscation of the gun, bow and arrow, slingshot and the like which shall be turned over to the proper authorities. Succeeding offense will be double the fine.

7.1.10 The Association prohibits: torture any animal, neglect to provide adequate cares, sustenance of shelter, or maltreat any animal or to subject any dog or horse to dogfights or horse fights or cause or procure to be tortured or deprived or adequate care, sustenance or shelter, or maltreat or use the same in research or experiments not expressly authorized by the Environment committee or such other Committee or the Board may designate.

In addition to penalties prescribed by law for the foregoing acts, any person who violates this provision shall be liable to the Association with the following penalties.

- a. 1st Offense : P1,000.00
- b. 2nd Offense : P2,000.00
- c. 3rd Offense : P3,000.00
- d. 4th and succeeding offenses : P5,000.00

Section 8. Prohibited Activities in the Village

8.1. Open Fires. Building fires in the open such as in construction sites or in residential grounds is prohibited except during barbecues held by residents. Violation shall be penalized with a fine of P5,000.00 per violation.

8.2. Soliciting/Advertising. The Association does not allow advertising or promotional materials to be distributed to members or residents through guards, Village personnel, or any other means using Village resources. Additionally, the names and addresses of members/residents cannot be shared for such purposes.

Any distribution of written materials within the Village requires prior written approval from the Association. Materials distributed without approval will be confiscated.

Violators will be fined P5,000.00 per incident for each type of flyer, signage, or advertisement. They will also bear the cost of removing unauthorized advertising from common areas.

- 8.3. Advertising Signs. Commercial, business, or advertising signs are strictly prohibited from being placed, constructed, erected, or affixed on any property within the Village.

Posters or notices of any kind are not allowed at the entrance gates or anywhere else inside the Village, except for notices related to the Association's affairs or activities as may be allowed.

Any violation will result in a penalty of ₱5,000 per incident, per type of flyer, signage, or advertisement. Violators will also bear the cost of removing these materials from common areas.

- 8.4. Firecrackers. The sale, possession or lighting or setting-off of firecrackers or other similar explosives or contrivances, during Christmas and New Years season, or on any other occasion, is prohibited, unless prior permission from the Board has been secured. Any violation shall be penalized accordingly and any damage to person or property shall be shouldered by the responsible resident.

Violation shall be penalized with a fine of P5,000.00 per lighting.

Section 9. Use of Village Facilities

- 9.1. Parks and Playgrounds. The Village has two parks: the Main Park at the Forbes Park Community Center and the Mini Park at Pili Avenue corner Tamarind Road. Residents and property owners may use these parks for family-related activities and private social gatherings, following the guidelines below:

9.1.1. Allowed Activities:

- a. Leisure activities including walking, running, exercising, and playing in the playground.
- b. Picnics, but cooking of any kind is strictly prohibited.
- c. Organized sports subject to prior written approval from the Association.

9.1.2. Prohibited Activities:

- a. Camping, selling, commercial activities, or any public disturbance (e.g., indecent behavior).
- b. The list above is not exhaustive and other activities that disrupt park use may also be prohibited.

9.1.3. Enforcement and Penalty:

Violations will result in a penalty of ₱1,000 per person. Village Security will immediately stop any prohibited activities.

9.2. Multi-Purpose Sports Center.

For reservation and inquiry, please coordinate with the Barangay Forbes Park.

9.3. Forbes Park Pavilion and W. Cameron Forbes Hall. The village has two facilities which may be used for the holding of social functions, namely, the Forbes Park Pavilion and the W. Cameron Forbes Hall. The use of these facilities shall be subject to the provisions hereof as well as the guidelines contained in the Facilities Reservation Agreement.

9.3.1. Property owners/residents whose memberships are in good standing and their immediate family members may use the Facilities for family-related functions and private social functions that are not commercial in nature.

9.3.2. Non-residents may use the Facilities but only for family related functions provided, that their use has been sponsored by a property owner or resident whose membership is in good standing. Reservations are subject to the rule of prioritization, with a "first come, first served" policy for booking the facilities.

This ensures that resident requests are given priority.

9.3.3. Property owners/residents who are members of the diplomatic corps may also use the Facilities for functions which are diplomatic in nature provided, that such functions shall be limited to those intended to commemorate or celebrate the holidays and national events of the home state or to promote the products of the home state, provided, that no form of selling, trading, or any other activity which is commercial in nature shall be held or undertaken in such functions.

9.3.4. Similarly, property owners/residents who are executive officers and/or directors of corporations may use the Facilities for social functions of the corporations they are connected with, provided that no form of selling, trading, or any other activity which is commercial in nature shall be held or undertaken in such functions and subject to the submission of a duly notarized Secretary's Certificate or a copy of the latest General Information Sheet filed with the Securities and Exchange Commission stating that the property owner or resident is an incumbent executive officer and/or director of the corporation.

9.3.5. Family-related functions include, but are not limited to, the following:

- a. birthdays
- b. baptismal celebrations
- c. nuptials
- d. weddings
- e. anniversaries
- f. reunions

9.3.6. All forms of activities which are commercial in nature shall not be allowed in the Facilities. Use which is "commercial in nature" for purpose of this section refers to events intended to raise funds for political, socio-civic or any other purpose, public gatherings, events, or functions especially those to which public personages are invited and corporate gatherings except those specified herein. Events, activities, or functions to which the media are invited for purposes of coverage are likewise considered commercial in nature and shall not be allowed in the Facilities.

9.3.7. In case a property owner/ resident holds or hosts an event other than or different from that stated in the Facilities Reservation Agreement and which is not allowed to be held in the Facilities under these rules, the Association shall forfeit, in its favor, the bond submitted by the said property owner/resident and/or disallow the said property owner/resident from using the Facilities for a period of one (1) year.

Section 10. Garbage Collection and Disposal.

To ensure a prompt, efficient and sanitary way of garbage collection in the Village, the following guidelines shall be observed:

- 10.1. The schedule of garbage collection shall be determined by FPA depending on the availability of garbage trucks and other exigencies. Garbage cans and receptacles shall only be put out on specified days of collection and must be returned immediately inside the premises after collection. Garbage left outside the property not on schedule collection shall be penalized with P1,000.00 per container.
- 10.2. Garbage refuse shall be segregated or sorted in accordance with the Barangay ordinance on solid waste disposal and shall be placed in garbage cans, bags, and receptacles duly prescribed by the FPA.
- 10.3. Collection of garbage shall be limited to three (3) garbage bags per residence. Residents with big volume of household and garden refuse shall make separate arrangements with and pay the garbage collector directly. All refuse must be placed in clear biodegradable plastic bags as prescribed by the FPA for ease of inspection and compliance.
- 10.4. Trimmings such as tree branches, tree trunks, coconut leaves, etc., shall be cut into small pieces not exceeding 1 meter in length and tied up together in small bundles for easier handling by the garbage collectors. And tree branches, trunks and palms with more than 25 cm diameter will not be collected.

- 10.5. Dumping garbage on the sidewalk and streets is strictly prohibited. A fine of P1,000.00 per day shall be imposed after being given notice of every offense.
- 10.6. Construction refuse and debris shall not be collected as these are not included in the garbage collection contract.
- 10.7. Garbage containers left on the street sidewalks a day after their contents have been collected shall be subject to a fine of P1,000.00 per container.
- 10.8. The FPA Board upon recommendation of the Environment committee may promulgate additional guidelines for the segregation and collection of garbage, refuse and debris.

Section 11. Improvement of Sidewalks.

- 11.1. Sidewalks are part of the subdivision 's road right of way (ROW). Any improvements thereon shall be at the expense of the Association. A homeowner may, at his expense, improve the sidewalk with soft and hard scaping, except that no physical barrier or obstruction may be introduced that will prevent its use by the pedestrians.
- 11.2. On streets specifically designated by the Association for sidewalk improvement. The Owner, when undertaking new construction or major renovation, shall be required to construct the sidewalk in accordance with the prescribed design and standards of the Association. Pending the introduction of any improvements, the Owner may provide grass or plant ground cover on the sidewalk space provision.

Trees or large plants cannot be planted without the written permission of the FPA. Any violating resident shall be fined P25,000.00 and the tree or large plants shall be removed at the expense of the owner.
- 11.3. No sidewalk abutting the street fronting the residence of members/residents shall be encroached upon, planted, or filled with materials which may interfere with the free and unobstructed passage of pedestrians. Failure on the part of any member/ resident concerned to act after notice will

justify the Association to cause forthwith the removal of such obstruction, by its own maintenance crew, charging the expense incidental thereto to the account of the said resident/member.

11.3.1. The landscaping and cleanliness of the sidewalk in front of each lot shall be the responsibility of the owner/resident. However, the jurisdiction over the sidewalk belongs to the FPA as the same is the property of the Association.

11.3.2. The development and landscaping of sidewalks shall always be covered by an approval from the Association, as well as comply with the prescribed standard/model plan on the same.

- 11.4. The sidewalks and areas surrounding a lot owners home belong to the FPA. However, it is the lot owners responsibility to maintain the landscaping, beauty and cleanliness of the area. The trees are planted by the FPA and the home owners need to seek written permission to plant trees outside their property. The FPA conducts regular maintenance of the trees planted in common areas and the lot owner must not prune the trees outside their homes without written permission and a permit issued by the Environment Manager. Failure to abide by these rules will result in a penalty of P20,000.00 per pruned tree and P5,000.00 per planted tree. Should the tree removal require the services of a professional, the cost of the removal will be charged to the resident

Section 12. Prohibition against Cutting of Trees.

No tree planted by the Association along the streets/sidewalks of the Village shall be cut or trimmed. Any person violating this rule shall be subject to an action for damages.

If and when truly necessary, a written request shall be forwarded to the FPA wherein the particulars of the request, as well as disposition, or replacement, and the like of the trees to be cut shall be stated. The FPA may require replacement of any cut tree with one of a given height and specie, the latter preferably of the same as that of the felled tree.

Violation of this provision shall be penalized as follows:

- a. Value of the felled/cut trees as determined by FPA.
- b. Minimum punitive damages of P5,000.00. The FPA shall determine the maximum amount of fine based on the age and height of each felled tree. This fine is in addition to the cost of the replacement of the felled tree.
- c. P1,000.00 per day effective fifteen (15) days after receipt of notice to replace the tree with equivalent species and of a height acceptable to FPA. The P1,000.00 fine shall be applied for a period of thirty (30) days only and thereafter shall be increased to P2,000.00 per day until complied.

Section 13. Maintenance on Vacant Lots / Unoccupied Properties

13.1. Grass and/or weeds on vacant lots shall not exceed the height of three (3) inches. If in excess, the Association shall have the grass/weeds cut, without necessity of notification to the lot owners concerned and thereafter charge them the cost thereof, which until fully paid shall constitute a lien on the lot.

13.2. The above rule also applies to grass/weeds on sidewalks fronting on or along the perimeter of any lot. The Association may from time to time give notice/reminder to the lot owner/occupants if grass/ weeds on sidewalks exceed the limit and if not cut by them, the Association will do the cutting and likewise charge the costs to the owners of the lots fronting these sidewalks, the same also to constitute a lien on the lot.

13.3. For properties without caretakers, a bond will be pro-rated based on the size of the lot. The amount of the bond will be higher if the property has an abandoned pool or pond. The pool/pond will be emptied and filled with filling material to prevent stagnant water build up to fight against vector borne diseases. The surrounding land will be covered with weed blocking cloth to prevent weeds from growing. Existing trees will be pruned as needed. All of the abovementioned shall be charged to the expense of the owner.

13.4. For properties with caretakers but are not properly maintained, the lot owner will receive a notice granting a three-day period to address the issue. A follow-up inspection will be conducted after this period. If there is no change, a fine of ₱7,000.00 will be imposed. After another three-day period, if the property, including any pools or ponds, remain uncleaned or is otherwise a threat against the safety and well-being of the other homeowners, a bond will be imposed on the lot owner and the FPA will proceed to clean the property, which shall be charged to the homeowner. In addition, the lot owner will be given a penalty of ₱25,000.00.

Section 14. Loud Noise and Public Nuisances.

In case of complaints for unreasonably loud noise, the Association shall take the following remedial measures:

14.1. FPA Security will be dispatched to determine, through the use of the decibel measuring gadget from a point nearest or best accessible to the source of the noise, whether the decibel level prescribed herein is being violated.

14.2. Should FPA Security determine that a violation is being committed, FPA Security is authorized to speak with and request the concerned resident to adjust the volume of the music to comply with the levels herein prescribed.

14.3. Should the concerned resident refuse to comply with the request of the FPA security personnel, the FPA Security is authorized to refer the matter to the Barangay Forbes Park Bantay Bayan to enforce compliance.

ARTICLE VI. GENERAL PROVISIONS ON FINES, PENALTIES AND SANCTIONS ON ALL OTHER VIOLATIONS

Section 1. Rules to which no specific penalty

Violations of any other provisions of these Rules to which no specific penalty has been provided under these Rules shall be penalized as follows:

- a. First offense : P1,000.00
- b. Second Offense : P2,000.00
- c. Third Offense : P 3,000.00

Section 2. Interpretation on the application of the Rules

- a. In case of doubt or conflict of penalties imposed under this Rules, the more punitive provision shall be applied.
- b. Considering that the objective of these Rules is to ensure compliance, the payment of fines for continuing violation is without prejudice to other remedies that may be available to the Association.

Section 3. Refusal to Undertake Correction of Violations

Should the owner persist in his construction/building works without undertaking at the same time the correction/removal of any of the violations and/or insist that same be done later on, the Building and Construction Committee and/or the Board of Governors may issue a cease and desist order on all the works going on. A cease-and-desist order will also mean the cancellation of all passes and permits issued relative to the construction.

Section 4. Association to Do Correction of Violations

The Association may at any time opt to directly correct, modify, transfer and/or demolish any violating structure or improvement and charge the costs to the concerned owners.

Section 5. Cease and Desist Order

Within thirty (30) days after receipt of written notice of violation and no corrective work has been done yet, the Village Manager shall automatically issue a cease-and-desist order.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Successor-in-Interest

A lot of buyers and/or successor-in-interest of a lot/property in the Village shall be liable for any unpaid accounts incurred and left unpaid by the previous owner or predecessor-in-interest.

- 1.1. The lot buyers / successor-in-interest shall be responsible for the correction, demolition, removal and / or transfer of any building / construction violation that still exists at the time of the purchase or change of ownership. The

principle of caveat emptor is made applicable in this case.

- 1.2. It shall be incumbent upon a prospective buyer or successor- in interest to check and verify with the FPA office, as well as familiarize himself with the FPA rules and regulations, before buying the property or succeeding in ownership of the same. It is understood and presumed that the purchaser and/or the successor-in-interest has accordingly apprised himself of all these rules, regulations and requirements and cannot seek refuge behind the defense of being an innocent purchaser/successor-for- value.

Section 2. Lease of Property

A property owner who leases his property is required to notify the Association in writing and must fill up the information sheet provided for the purpose. The Lessee, on the other hand, must sign an undertaking to comply with all the rules, regulations, and Deed Restrictions of the Association.

- 2.1. Unless the Lessor and the Lessee comply with the said requirements, the Lessee or any of his representatives or subordinates shall not be allowed to move-in and/or bring in his belongings and/or household effects.
- 2.2. Upon written request of the Owner/Lessor, any or all the privileges or services normally provided by the Association to village residents may be suspended.
- 2.3. Any lease contract covering any property in Forbes Park must be deemed subordinate to the rules, regulations, restrictions, requirements, and policies of the Forbes Park Association on any matter related to them. Should there be any conflict between what is provided for in the lease contract and the rules, regulations, and Deed Restrictions, the latter shall prevail.

Section 3. Familiarization with Construction Rules

It shall be incumbent upon the lot owner and his Architect, Designer, Planner, Civil Engineer, and Contractor to familiarize themselves with the FPA construction and building rules and regulations and property restrictions to enable them to adhere strictly to and conform with the same.

- 3.1. Any Architect, Designer, Planner, Civil Engineer, and Contractor who will deliberately violate or disregard the building rules and regulations leading to a commission of a major violation shall be penalized by the Association including his being blacklisted for future construction projects in the Village.

Section 4. Non-Liability of FPA Board Members & Officers

The Board or any of its members, Committee Chairman, and/or the Village Manager of the FPA shall not be liable either civilly or criminally, for any action or decision made in the performance of its functions unless there is malice or grave abuse of discretion.

Any mistake, oversight or deliberate act or approval by an Officer. or Committee shall not bind the Association unless it is approved by the Board. The Board may undertake any corrective measures as circumstances may warrant.

This is premised on the fact that, it is also incumbent upon the Owner, Architect and his Designer, Planner, Civil Engineer, and the Contractor to read, study and evaluate completely the building and construction rules and regulations before plans are drawn up and also before actual construction begins. The Architect, Designer, Planner, Civil Engineer, Contractor and/or Owner cannot and should not find cover and excuse on the pretext that the FPA approved the plans when submitted and that such approval carries with it an implied warranty that the plans are in full compliance with the pertinent rules and regulations of the FPA.

Section 5. Enforcement of Rules and Restrictions

Article III, Section 3 of the Rules and Regulations of the FPA provides that compliance with the rules and regulations of the Association and the property restrictions may also be enforced by any registered owner through appropriate legal action, after exhausting all remedies under the rules such as direct appeal to the Board and the Barangay Council.

Section 6. Authority of the Village Manager to Enforce Rules

The Village Manager shall enforce any and all of the rules, regulations, restrictions, and requirements and shall proceed with imposing specified penalties and sanctions upon violations

of any of the above. The action, order, enforcement, and/or imposition by the Village Manager of any of the sanctions/penalties may be appealed with the Board of Governors but shall remain in full force and in effect until the Board decides otherwise.

Section 7. Non-Waiver

Any leniency or tolerance toward any act of a property owner or resident or failure on the part of the Association to enforce any provision hereof shall not constitute a waiver of any right pertaining to the Association.

BOARD RESOLUTION NO. 2023-_____

"BE IT RESOLVED, as it is hereby resolved to adopt, approve and incorporate the various amendments introduced on the 2010 FPA Rules and Regulations.

BE IT RESOLVED FURTHER, to authorize and direct the publication of the amended FPA Rules and Regulations (2023 Edition) and to distribute copies to all members of the Forbes Park Association, Inc. and residents of the village for their information and guidance."

APPROVED:

BOARD OF GOVERNORS
JOSE CH ALVAREZ
President /Chairman

FELIX R. ANG
Vice President/Governor

JOSE ROBERTO DELGADO
Treasurer/Governor

FERNANDO Z. de AYALA
GOVERNOR

HANS T. SY, JR.
GOVERNOR

CARMEN JIMENEZ ONG
Governor

SHEILA JEAN I. RAMOS
Governor

ATTESTED:

Atty. NICANOR N. PADILLA
Corporate Secretary

Board Resolution No. _____ was approved and adopted at the regular meeting of the FPA Board of Governors held on _____.

DEED OF RESTRICTIONS

Annotated on All Transfer Certificates of Titles of Forbes Park Lots

- I.** The owner of this lot or his successor in interest is required to be and is automatically a member of the Forbes Park Association and must abide by the rules and restrictions laid down by the Association covering the use and occupancy of the lot;
- II.** Subject to such amendments and additional restrictions, reservations, servitudes, etc., as the Forbes Park Association may from time to time adopt and prescribe, this lot is subject to the following restrictions:
 - a. Lots may not subdivided.
 - b. Lots may be used for residential purposes only, and not more than one single-family residential building shall be constructed thereon, except that separate garage and servant's quarters may be built.
 - c. The total area to be devoted to buildings or structures shall not exceed 30% of the total area of the lot.
 - d. Commercial, business or advertising signs or names shall not be placed, constructed, erected, or affixed in any way on the property.
 - e. All buildings must be strong materials and of a type of architecture that is in harmony with the surrounding landscape and homes of the vicinity. Buildings shall not be more than 9.5 meters in height. All plans for buildings and landscaping must be approved by Forbes Park Association. Minimum cost of main residence shall not be less than Php40,000.00, but this figure may be adjusted by the Association from time to time.
 - f. All buildings, including garage and servant's quarters, must be constructed at a distance of not less than 10 meters from the boundary fronting a street, and at least 2 meters from the eaves of buildings to the other boundaries of the lot.

- g. Sewage disposal must be by means of septic tanks or into a sewage system. If septic tanks are used, they must be maintained in sanitary conditions at all times.
- h. Masonry walls on the perimeter of the property shall not exceed 2.0 meters in height. Fences of live vegetation on the perimeters of the lot adjoining streets shall not exceed the height of 2.0 meters from ground level.
- i. No cattle, pigs, sheep, goats, ducks, geese, or rabbits shall be maintained on the lot, except that pet may be maintained but must be controlled in accordance with the rulings of the Association. Chickens and horses may also be maintained subject to the rulings of the Association.
- j. Where there appears to be any conflict between the interpretations of these restrictions, the most stringent interpretation shall rule.

III. The term of the foregoing restrictions is for fifty (50) years from January 1, 1949 and may be extended, amended, or cancelled by means of a resolution approved by 2/3 vote of the Forbes Park Association and registered with the Register of Deeds of Rizal. *

IV. Forbes Park Association will prescribe the rules and regulations regarding the occupancy and use of the lots of Forbes Park Subdivisions; amend or cancel existing restrictions; regulate the type of architectures, construction and building plans in the subdivision in conformity with restrictions of the National Urban Planning Commission and its agencies and in accordance with municipal or city zoning regulations; make provisions for public utilities, fire protection, maintenance and repair of streets, private police protection, etc., as may be desirable for the convenience of the owners and lessees in the subdivision; provide for and collect assessments not to exceed twice the land taxes for which the property is liable to the Government and which assessments will constitute a lien on the property junior only to liens of the Government for taxes and to voluntary mortgages for sufficient consideration and entered into good faith;

- V.** The property is subject to an easement of two (2) meters within the lot and adjacent to the rear and two sides thereof for the purpose of drainage, sewage, water and other public utilities as may be necessary and desirable; and the owner, lessee or his representative shall permit access thereto by authorized representatives of the Forbes Park Association or public utility entities for the purpose for which the easement is created;
- VI.** Compliance with the rules and restrictions of Forbes Park Association and the payment of any assessment levied by it may be enforced by any registered owner and/or the Forbes Park Association thru appropriate court action; and
- VII.** No poles, posts or any kind of structure destined to support electric lines or connections shall be installed within the boundary of the property sold, unless expressly authorized by the Forbes Park Association.

On December 8, 1996, FPA members comprising more than 2/3 of the general membership approved the extension of the effectivity of the Deed of Restrictions for another twenty-five (25) years, from January 1, 1999 to December 31, 2023. The foregoing was also approved and confirmed in toto at the membership meeting held on June 30, 1997 at which more than 2/3 of the members were present.



Amended Articles of Incorporation of Forbes Park Association, Inc.

KNOW ALL MEN BY THESE PRESENTS:

That we, of legal age, a majority of whom are residents of the Philippines, have this day voluntarily associated ourselves together for the purpose of forming a non-profit corporation under the laws of the Philippines.

AND WE HEREBY CERTIFY:

FIRST -

That the name of said corporation shall be FORBES PARK ASSOCIATION, INC.

SECOND -

That the purposes for which such corporation is formed are:

To promote the best interest and well-being as well as safeguard the welfare of the residents and owners of property in Forbes Park Subdivision in the Municipality of Makati, Province of Rizal and which subdivision is bounded as follows:

On the North by Palm Avenue, Pasay McKinley Road and Pinagkaisahan "A" Subdivision, on the Northeast, East, Southeast and South by the Military Reservation of Fort Wm. McKinley; and on the Southeast and West by Pili Avenue. *

In addition to the above, the Association is also organized, subject to existing laws:

1. To adopt such measures as may be necessary for the protection and safeguard of the members of the Association and their property, consistent with law; and to provide for community police of guards and fire prevention within Forbes Park Subdivision;
2. To make and adopt such rules and regulations concerning the use, enjoyment and occupancy of all the property in the subdivision;

3. To levy fees and charges that may be required or necessary for the maintenance of the Association and its activities;
4. To supervise and approve the plans, schemes and specifications of buildings and improvements that may be constructed or introduced in the Subdivision and to provide for all needful rules and regulations concerning the same;
5. To erect, construct, improve, equip, operate, supervise and maintain ornamental and functional structures in said Subdivision;
6. To improve, light, provide for, beauty, equip, operate, supervise and maintain streets, parks, playgrounds and recreational areas for public use or for the general use of the owners of the lots in said Subdivision;
7. To sweep, clean and maintain the streets, collect and dispose of street sweepings, garbage, rubbish, and the like, and to construct and maintain such public utilities or services as may be necessary in the premises of the Subdivision;
8. To enforce the covenants, restrictions, reservations, servitudes, easements, liens, and charges which exist or may hereafter be imposed for the benefit of the property in the Subdivision over which the Association has jurisdiction, to pay all expenses incidental thereto, to enforce the decisions and rulings of the Association over any of said property, and to pay all of the expenses in connection therewith;
9. To collect the charges affecting said property that may be levied by the Association; to pay all expenses in connection with the organization, and all office and other expenses incident to the conduct of the business and activities of the Association, and all licenses, franchise taxes and government charges levied or imposed against the property of the Association;

This was clarified in a resolution adopted by the membership during its annual meeting on November 23, 1964, to mean "Bounded on the Northwest by Epifanio de los Santos Avenue, on the North by Quingua Street (Lot 0-C; Plan Psd 22663), on the Northeast by the Manila Golf Club, Harvard Road, McKinley Road and Fort Bonifacio (formerly Ft. Wm. McKinley), on the South by Fort Bonifacio, on the Southwest by Pili Avenue and the rear of the lots West of Pili Avenue (i.e., including in the boundary all lots facing Pili Avenue from lots with assigned house Nos. from 1 to 54 inclusive), on the Northwest by Palm Avenue McKinley Road, on the Southwest by McKinley Road, and on the West by the Creek or drainage canal."

10. To acquire by gift, purchase, or otherwise, to own, hold, enjoy lease, operate, maintain, and to convey, sell, lease, transfer, mortgage or otherwise encumber, dedicate for public use, or otherwise dispose of real and personal property in connection with the business and activities of the Association;
11. To acquire by purchase, lease, gift, or otherwise, and to equip and operate community, buildings, facilities of all kinds and character nurseries and recreational within the Subdivision or for the benefit and on the behalf of the residents or owners of the property therein. Provided, however, that the Association shall be required to perform only such of the foregoing enumerated purposes as it shall from time to time deem to be for the best interest of said property and the owners thereof, and then only to the extent of the funds available for such purposes; and
12. To enjoy such other powers as are requisite and necessary or incidental to those hereinbefore mentioned herein.

THIRD -

That the place where the principal office of the Corporation is to be located and established is at Makati, Rizal and the general or special meeting of the members of the Association may be held either at the Manila Golf Club or the Manila Polo Club, Makati, Rizal, without prejudice to its being held elsewhere within the territorial jurisdiction of the Municipality of Makati, Rizal, but any agreement, resolution or action taken at a meeting of its Board of Governors in any place within the territorial jurisdiction of the Philippines, if made in writing and concurred in by a majority of the Board, shall be valid for all purposes as if the same was made and adopted in the domicile or principal office of the Association.

FOURTH -

The terms for which this Corporation is to exist is for another twenty-five (25) years from and after the expiry of its original incorporation on December 21, 2000 up to December 21, 2025. (As amended on June 30, 1997)

FIFTH -

That the names, nationalities, and residents of the incorporators of said Corporation are as follows:

<i>NAME</i>	<i>NATIONALITY</i>	<i>WHOSE ADDRESS IS AT</i>
J.R. McMicking	American	Forbes Park., Subd. Makati Rizal
C.A. McVittie	American	Boulevards Apartment, Manila
John F. Cotton	American	Forbes Park., Subd. Makati Rizal
Jose Mendoza	Filipino	168 Balagtas, Pasay City
Enrique Brias	Filipino	214th New Manila
Pilar Lim	Filipino	43 Villaruel, Pasay City

SIXTH -

That the number of Directors who will be known as Governors of said Corporation shall be seven (7) and that the names and residences of the Directors or Governors of the Corporation who are to serve until their successors are elected and qualified as provided by the By-Laws are as follows, to wit:

<i>NAME</i>	<i>NATIONALITY</i>	<i>WHOSE ADDRESS IS AT</i>
J.R. McMicking	American	Forbes Park., Subd. Makati Rizal
C.A. McVittie	American	Boulevards Apartment, Manila
John F. Cotton	American	Forbes Park., Subd. Makati Rizal
Jose Mendoza	Filipino	168 Balagtas, Pasay City
Enrique Brias	Filipino	214th New Manila
Pilar Lim	Filipino	43 Villaruel, Pasay City

IN WITNESS WHEREOF,
we have hereunto set our hands this day of November 29, 1950
at Manila, Philippines.

J.R. McMICKING

B
y
:

AYALA COMPANIA
Attorney-in-fact

(SGD) C.A McVITTIE

B
y
:

(SGD) J. J. DE TELLECHEA
Assistant Manager

(SGD) JOSE MENDOZA

(SGD) JOHN F. COTTON

(SGD) ENRIQUE BRIAS

(SGD) PILAR H. LIM

SIGNED IN THE PRESENCE OF:

(SGD) ILLEGIBLE

(SGD) ILLEGIBLE



I. NAME

The name of the Corporation is as set forth in its Articles of incorporation, namely "FORBES PARK ASSOCIATION, INC."

II. DOMICILE

The domicile and principal office of the Association is located and established at Makati, Metro Manila and the general or special meeting of the members of the Association may be held either at the Manila Golf Club or the Manila Polo Club, Makati Metro Manila without prejudice to its being held elsewhere within the territorial jurisdiction of the Municipality of Makati; Metro Manila but any agreement, resolution or action taken at the meeting of its Board of Governors in any place within the territorial jurisdiction of the Philippine, if made in writing and concurred in by a majority of the Board, shall be valid for all purposes as if the same was made and adopted in the domicile or principal office of the Association.

III. MEMBERS

All real estate owners, purchasers or long-term lessees of lots in the Forbes Park Subdivision as defined and bounded in the Articles of Incorporation are, and automatically become, members of the Association. Provided, however, that the long-term lessee or purchaser of a lot or lots in said subdivision shall be considered as the member of Association in lieu of the owner of the same. Likewise, membership in the Association automatically ceases upon the cessation of a member to be an owner or long-term lessee of real estate in the same subdivision.

A lessee shall be considered a long-term lessee if his lease is in writing and for a period of five years or more. The membership of a long-term lessee in the Association shall be coextensive with his possession (or his lease) of the lot in Forbes Park Association Subdivision.

Each member of the Association is entitled to one vote for each lot owned, purchased or leased by him in the Forbes Park Subdivision and this system of voting shall be observed except in those cases otherwise provided by law.

The annual meeting of the members will be held on the last day of February of each year but members will only elect Governors every other annual meeting. Each qualified member shall have as many votes as he has lots in the Forbes Park Subdivision and the seven candidates receiving the largest number of votes shall be declared and proclaimed elected until their successors are elected and qualified.

In addition to the annual meeting of the members mentioned in the preceding paragraph, an extraordinary meeting of the members of the Association may be called and convened at any time either by members representing 10% of the total votes of the Association, or by the Board of Governors.

Any member of the Association may be represented by proxy in all its meeting of the members of the Association. Any group of members present in person or represented by proxy, comprising a majority of the general membership will constitute a quorum to transact business in all the meetings of the members of the Association, except as otherwise provided by law.

However, those who are delinquent in their dues and other accounts shall not be qualified to cast their votes.

A member who fails to pay his dues, and other accounts within ninety (90) days from receipt of first billing will be considered and declared delinquent after observing the procedure below and shall result in the following: i) suspension of garbage collection service and other services, ii) non-issuance of vehicle stickers, permits, IDs/gate passes or clearances and iii) inclusion of the member's name in the list of delinquent members to be circularized, without prejudice to the collection of the total amount due, aside from the costs of suit and reasonable attorney's fee, if any.

The Board shall observe the following procedure in declaring a member delinquent:

- a. The Board shall determine whether a member failed to pay in accordance with the preceding paragraph as reflected in the Association's records;
- b. The President shall forthwith notify the said member in writing of the violation and require him to explain in writing, within fifteen (15) days from receipt of notice why he should not be declared delinquent;
- c. After the lapse of fifteen (15) days, with or without a written explanation, the President shall submit the matter to the Board for hearing and deliberation; and
- d. Thereafter, the member may be declared delinquent by majority vote of all members of the Board.

IV. BOARD OF GOVERNORS (DIRECTORS)

IV-1. COMPOSITION, ELECTION AND TERM OF OFFICE

The Association shall be governed and its affairs managed and controlled by a Board of Directors which shall hereafter be known as the Board of Governors, composed of seven members of the Association for a two-year term.

A Governor or an officer of the Association –

- a. Must be of legal age;
- b. Must be a member in good standing; if title to the property is in the name of a corporation, the authorized representative of said corporation can be such member;
- c. Must be an actual resident of the subdivision for at least six (6) months as certified by the Association's Corporate Secretary or in default thereof, by a member having personal knowledge thereof; and

- d. Has not been convicted by final judgment of an offense involving moral turpitude.

The legitimate spouse of a member may be a candidate in lieu of the member.

** The phrase was deleted as directed by the HLURB*

To protect the Association and its members from interests inimical or inconsistent with its purpose, or practices detrimental to the welfare thereof, the following shall be disqualified from being a Governor or officer of the Association:

- a. Those found guilty of having committed fraud, falsification, defalcation, or any other act inimical to the interests of the Association;
- b. Former officers or Governors of the Association who have not turned over the books, monies and records of the Association during their term, in the interest of enforcing faithful discharge of their duties, transparency and accountability;
- c. Those who refused to comply with the lawful orders of the HLURB; or
- d. Those who are found guilty of similar acts as the above.

At every other annual meeting of the members, candidates for Governors shall be nominated as follows:

- a. The incumbent Board of Governors shall appoint a Nomination-Election Committee of three (3) members who may or may not be governors of the Association and who shall, subject to the prior consent of the nominees, nominate and submit two (2) candidates to each position to be filled at the general annual meeting, and/or
- b. Members controlling at least five (5) votes may also nominate a candidate provided the nomination is received forty-eight (48) hours in advance of the annual meeting.

The Board of Governors will elect from among themselves the Chairman and Vice Chairman of the Board.

In case of vacancy due to resignation, death or any other cause of any of the Governors, the Board if still constituting a quorum is empowered and authorized to designate from among the non-delinquent members of the Association any member to fill the unexpired term or until his successor has been elected and qualified.

Any Governor of the Association may be recalled and removed from the office by the vote of the members representing 2/3 of the total number of votes of the Association in a general or special meeting of the Association.

Any Governor who under the Association's By-Laws ceases to have all of the qualifications required and shall possess any of the disqualifications may be removed as such.

The removal shall be done through a signed petition of a simple majority of the association members in good standing, subject to a verification and validation by the HLURB. If a majority of the members of the board is removed, it shall be considered a dissolution of the entire board.

Within sixty (60) days after the removal of a Governor, an election shall be called by the remainder of the board for the purpose of determining who shall hold office for the unexpired term of the removed Governor.

Through a signed petition of two-thirds (2/3) of the members, subject to a verification and validation by the HLURB, the Board may be dissolved for lack of trust and confidence or its commission of acts inimical to the interest of the Association.

Within sixty (60) days from the above dissolution, an election for a new board shall be called and conducted by the HLURB for the purpose of determining who shall hold office for the unexpired term of the dissolved board.

Until the new board members shall have been elected and qualified, the HLURB shall designate an interim board: Provided, that such board shall be composed of association members in good standing: Provided, further, That such interim board members shall not be eligible to run in the election called for the purpose of replacing the members of the dissolved board.

IV-2. POWER OF THE BOARD OF GOVERNORS

The Board of Governors shall exercise all the powers expressly granted by these By-Laws, the Magna Carta for Homeowners and Homeowners Associations (RA 9904) and the Corporation Law and shall do all such lawful acts things are not by statute or by the Articles of Incorporation or by these By-Laws directed or required to be exercised or done by the members of the Association. The Board may delegate, in whole or in part, such powers which it may lawfully delegate as it may deem necessary and proper, by means of resolutions adopted for the purpose, to any Governor, member or committee of the Association.

The Board of Governors, subject to the approval of a majority of the members,* may assess annually against each member an amount required for the operations and activities of the Association. The assessment shall not exceed twice the real estate tax on the land (not including the buildings). Provided, however, that should any properly be exempt from the land taxes, the assessment provided herein shall not exceed twice what the owner would be liable for real estate tax if such property were not exempt from this levy. The assessment may be made payable quarterly, semi-annually or at such time as may be fixed by the Board and, if not paid when due, will constitute a lien on the property junior only to the lien of the Government for non- payment of taxes and voluntary mortgages on the property.

In pursuance of the purposes mentioned in the Articles of Incorporation, the Board of Governors may promulgate, adopt and prescribe rules and regulations concerning the use and occupancy of the properties included in the Forbes Park Subdivision.

IV.3. MEETINGS

The meeting of the Board may be held in the place of business of the Corporation or at such other places in Makati or in the City of Manila as may be agreed upon or convenient to them. The Chairman or three members of the Board may call a meeting by means of written notice made two days in advance of the date of such meeting.

Four members of the Board shall be sufficient to constitute a quorum for the transaction of business and the decision of the majority of those present in a meeting shall be valid and binding upon the Association.

The order of business shall be determined by the Board by means of resolution to that effect. The meetings of the Board shall be presided by the Chairman or, in his absence, by a member of the Board designated by the Board.

Until otherwise provided for in this By-Laws, the position of Governors of the Association shall be honorary and without compensation.

V. EXECUTIVE OFFICERS

The officers of the Association are the following: the Chairman of the Board of Governors who automatically becomes the President of the Association, the Vice-President who is also the Vice-Chairman of the Board, the Treasurer and the Secretary and such other officers as may hereafter appointed by the Board of Governors.

The Officers of the Association shall be elected and/or appointed by the Board of Governors at first meeting of the Board of Governors held after each annual meeting of the members.

V-1. POWER AND DUTIES OF THE PRESIDENT

The President and Chairman of the Board of Governors shall preside over all meetings, regular and special, of the Board of

Governors and of the members of the Association. When he is acting as the presiding officer of the Board of Governors, he can cast his vote on all questions and issues brought before the Board. If he presides over the meeting of the members, he shall not cast his votes on questions brought or taken up before such meeting except in case of a tie.

He shall represent the Association and sign and execute all contracts, agreements, documents, and binding commitments entered into for and in behalf of the Corporation, by authority of the Board of Governors expressed in a general or special resolution or under written instruments.

He can countersign all checks, drafts, notes and orders for the payment of money or funds of the Association whenever they may be found or deposited.

He shall name and appoint and shall have the power to dismiss or accept the resignation of all the agents and employees of the Association, subject to the approval by the Board.

He shall have the general and active management of the affairs of the corporation but may delegate them to other officers or members, in whole or in part, by proper instruments in writing.

He shall execute or see that the policies and decisions of the Board of Governors and those adopted in the meetings of the members of the Association are properly executed and complied with.

V-2. THE VICE-PRESIDENT

In case of absence, illness or temporary incapacity of the President, the Vice-President shall assume the powers and duties of the President.

V-3. THE TREASURER

The Treasurer is the financial officer of the Association and as such shall have the custody of all the funds and properties of the Association.

He can sign all check, drafts, notes or order for the payment of money or withdrawal of the funds of the Association; he shall endorse for deposit to the credit of the association all checks, notes drafts, and other commercial papers issued or delivered to the Association, which such banks and financial institutions as may be designated by the Board of Governors.

He shall render an annual statement of the assets and liabilities of the Association for approval by the Board, and a statement of his cash account at any time that he may be required by the President or the Board of Governors.

He shall keep the required and proper books of account and enter therein a full and accurate account of all moneys and properties received and paid by him on account of the Association.

He shall perform all acts incident to the position of Treasurer and financial officer of the Association, subject to the control of the Board of Governors and the President.

At the discretion of the Board of Governors, the Treasurer may be required to file a bond for the faithful discharge of his duties.

Notwithstanding the foregoing provisions, the Board of Governors may name and appoint a reputable firm or entity to perform the work of Treasurer of the Association under such terms and conditions as the Board may determine and, in which case, the appointment of a person as Treasurer of the Association may be dispensed with by the Board.

V-4. THE SECRETARY

The Secretary who must be a citizen and resident of the Philippines shall keep the record of all the minutes and

agreements, and decisions of the Board of Governors and of the members. He shall also attend to the issuance and service of notice of all meetings of the members and the Board of Governors.

He shall likewise keep or take charge of the records of correspondence and official acts of the Association.

V-5. ADDITIONAL OFFICERS

The Board of Governors may name and appoint additional officers and technical consultants, with or without compensation, as may deem proper and necessary or required by the business of the Association.

VI. ASSOCIATION'S COMMITTEES

The Board is authorized to organize Committees, as it may deem necessary, for the management of the affairs of the Association.

The Committees shall be headed by one of the Governors or a Board-appointed member. The Committees merely function on an advisory capacity to the Board.

The Committees perform the following tasks:

- a. Continually monitor the overall situation in the community to get to know and assess prevailing needs and sentiments of residents and to propose projects or changes in policies, rules and regulations to address such needs;
- b. Prepare budgets for current and continuing projects, which are to be consolidated into the overall Association budget proposal for approval by the Board;
- c. Monitor project execution and budget utilization;
- d. Monitor and evaluate the performance of the Association's administration departments and outsourced services;
- e. Provide the Board with regular project updates (including

budget status) and feedback on the Association's administration performance; and

- f. Prepare year-end report on project status and outstanding issues for turnover to the succeeding Committee, and inclusion in the annual report.

Among others, the Board can organize the following Committees:

a. Functional or standing Committees for:

- 1. Construction and Building;
- 2. Community Relations;
- 3. Environment;
- 4. Legal;
- 5. Maintenance; and
- 6. Security;

- b. Ad hoc or specific-purpose Committees such as the Nomination-Election, Election and Community Center Project Committees.

There shall also be a Settlement Committee that shall resolve grievances and disputes between or among members, Governors or officers of the Association.*

The roles and responsibilities of the Functional Committees and the Ad Hoc Committees shall be determined by the Board.

VII. DISPUTE RESOLUTION

Any member, Governor or officer of the Association who would like the Board to adjudicate in a dispute between herself/himself and one or several other members, Governors or officers of the Association shall send a written request to the President.

The Settlement Committee shall be composed of three (3) members provided that the Chair of the Settlement Committee shall be elected by the members of the Association.* The Board shall designate from amongst the members of the

Association two (2) neutral individuals who shall serve as the other members of the Settlement Committee, which shall hear the parties.

in dispute.* The Committee shall inform the defendant or defendants of the complaints made against them as quickly as possible and the Committee shall endeavor to settle the dispute by conciliation.

The refusal by one of the parties to provide any information requested by the Committee may be held against him/her.

The Committee shall hear the parties within ten (10) days from notification. The parties must meet their own costs. The Committee's Decision shall be final and binding on the parties unless either gives notice within fifteen (15) days from receipt of the Decision that the matter will be disputed in the proper forum. The Corporate Secretary shall keep the file on any dispute which has been the subject of the procedure defined.

VIII. VIOLATIONS

Any officer of the Association who shall deny, in evident bad faith, any member his or her right to:

- a. avail of and enjoy all basic community services and the use of common areas and facilities;
- b. inspect association books and records during office hours and to be provided upon request with annual reports, including financial statements; participate, vote and be eligible for any elective or The roles and responsibilities of the Functional Committees and the Ad Hoc Committees shall be determined by the Board.
- c. appointive office of the association subject to the qualifications as provided for in these By-Laws;
- d. participate in association meetings, elections and referenda, as long as his/her bona fide membership subsists; and
- e. enjoy all other rights as may be provided for in these By-Laws, shall be subjected to a fine of Three Thousand Pesos (PhP 3,000.00), without prejudice to any other legal action that may be initiated against such officer.

Any member of the Association who violates any of the provision of the By-Laws shall be subjected to a fine of Two Thousand Pesos (PhP2,000.00), without prejudice to any other legal action that may be initiated against such member.

** The sentence has been inserted as directed by the HLURB.*

** The sentence has been inserted as directed by the HLURB.*

** The sentence has been revised as directed by the HLURB.*

IX. MISCELLANEOUS PROVISIONS

IX-1. FISCAL YEAR

The fiscal year of the Association shall be from January 1 to December 31 of each and every year.

IX-2. ANNUAL STATEMENT

The Board of Governors shall publish and submit to the members of the Association, at least 15 days before their annual meeting, a statement of the financial condition of the Association covering the previous fiscal year and a consolidated balance sheet of the assets and liabilities of the Association.

IX-3. CORPORATE SEAL

The Association shall adopt a corporate seal containing the name of the Association, place and year of organization.

IX-4. CERTIFICATES

Membership in the Association may be evidenced or shown by a certificate adopted by the Board of Governors and signed by the President and Secretary of the Association.

IX-5. REPEAL AND AMENDMENT OF THE BY-LAWS

These By-Laws may be repealed, amended or new ones adopted by the vote of the majority of the members of the Association at a meeting duly called for the purpose.

MAKATI, RIZAL November 2, 1951.

(Sgd) J.L. MANNING

(Sgd) J.R. MCMICKING

(Sgd) E.E. SIMMONS

(Sgd) J.H. MUELLER

(Sgd) MILTON H. PICKUP

(Sgd) ANTONIO U. MIRANDA

(Sgd) JOSE MENDEZONA

(Sgd) CHAS A. CARTER

(Sgd) ENRIQUE BRIAS

(Sgd) S.R. BARNETT
Ayala Y Compañia

(Sgd) WASHINGTON
SYCIP

(Sgd) ALFREDO MELIAN
Gerente

(Sgd) F.J. MOORE

(Sgd) By: AYALA

SECURITIES
CORPORATION

(Sgd) E. ZOBEL

(Sgd) ENRIQUE PFITZ

(Sgd) J.P. COTTON

(Sgd) WILLIAM J. DUNN

(Sgd) J.J. ORTIGAS

(Sgd) IRA DAVIS

(Sgd) RENATO BARRETTO

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Approval of Amendments by the FPA Board of Governors

- 1 Approved by the Board at its regular meeting held on Mar. 10, 2005
- 2a Approved by the Board at its regular meeting held on Dec. 10, 2009
- 2b Approved by the Board at its regular meeting held on Dec. 10, 2009
- 3 Approved by the Board at its regular meeting held on Dec. 10, 2009
- 4 Approved by the Board at its regular meeting held on Dec. 10, 2009
- 5 Approved by the Board at its regular meeting held on Aug. 6, 2009
- 6 Approved by the Board at its regular meeting held on June 5, 2008
- 7 Approved by the Board at its regular meeting held on June 5, 2008; amendment further refined on Dec. 10, 2009
- 8 Approved by the Board at its regular meeting held on Dec. 10, 2009
- 9 Approved by the Board at its regular meeting held on Aug. 10, 2008; amendment further refined on Dec. 10, 2009.
- 10 Approved by the Board at its regular meeting held on Dec. 10, 2009
- 11 Approved by the Board at its regular meeting held on Dec. 10, 2009
- 12 Approved by the Board at its regular meeting held on Nov. 9, 2006; amendment further refined on Dec. 10, 2009
- 13 Additional provisions approved by the Board at its regular meeting held on July 6, 2006; further refined on Dec. 10, 2009.
- 14 Additional provisions approved by the Board at its regular meeting held on Dec. 10, 2009.