



**PRE- CONSTRUCTION WORK PERMIT
PHASE I**

PTW NO. _____
Category _____

PERMIT VALIDITY

TO DVA MANAGER:

I, _____, would like to apply for a permit to work at my residence/property located at _____ Street, Dasmariñas Village, Makati City.

I. DURATION OF WORK: Start: _____ Finish: _____

II. REQUIREMENTS NEEDED FOR APPROVAL:

1. Submit four (4) sets of architectural plans in blueprint with sign and seal of Architect and signature of Owner
2. Submit a pdf or ACAD file of house plan (architectural plans, engineering plans, specifications & etc.)
3. Sign this PRE-CONSTRUCTION WORK PERMIT (Phase 1) and General Undertaking.
4. Submit a copy of certified true copy of the latest Transfer of Certificate of Title (TCT).
5. Certificate/accreditation from Philippine Contractors Association
6. Completion of the JOBSITE CHECKLIST FORM (Phase 2).

III. AFTER APPLICATION IS APPROVED

To submit Comprehensive General Liability Insurance (CGLI) / Contractor’s All Risk Insurance (CARI) with Third amounting to ₱20,000,000.00 for new house construction or major renovation or ₱5,000,000.00 for minor renovation and demolition to cover liability for DVA claims for any injury or death to persons and for damages to properties.

1. Pay GUARANTY DEPOSIT

	Guaranty Deposit	Processing Fee	Inspection Fee
New Construction (NWC)	₱ 2,000.00/sq.m. of lot	5% of Bond	₱ 200,000.00
Major Renovation (MJR)	₱ 1,000.00/sq.m. of lot	5% of Bond	₱ 120,000.00
Minor Renovation (MNR)	₱ 500.00/sq.m. of lot	5% of Bond	
Demolition (DEM)	₱ 500.00/sq.m. of lot	5% of Bond	
Additional Structure (ADD)	₱ 5,000.00/sq.m of F.A.	5% of Bond or P10, 000.00 whichever is higher	

2. Sign the “General Undertaking by the Owner”.

I UNDERSTAND THAT in the case of violation of the Rules & Regulations and of **deviations from the plans or the scope of work, this permit maybe cancelled.** I will be **FINED**, and the work will be **STOPPED IMMEDIATELY** and workers and construction materials will be denied entry at the gates. Any fine assessed due to violation of DVA Rules & Regulations shall be automatically deducted from the Guaranty Deposit with the further understanding that said violation/s shall be corrected. **I also authorize the entry of the DVA Inspector to conduct inspection before, during and after construction. Only two (2) men are allowed to stay overnight in any construction site inclusive of a licensed security guard the posting of which shall be at the discretion of the Property Owner or Contractor. Furthermore, I also accept and affirm the right of DVA to plant trees along the sidewalk in front of my property, the Association being the absolute owner of the streets and sidewalk.**

I hereby **AUTHORIZE** the **ENTRY** of the DVA Architect and Building Inspector into the premises in order to conduct an inspection of the works in progress until the completion of the project. I UNDERSTAND AND ACCEPT THE ABOVE TERMS AND CONDITIONS for which I hereby affix my name and signature.

Printed Name & Signature of Resident/Owner

Present Address/Tel. No.

NOTE: ONLY THE SIGNATURE OF THE REGISTERED RESIDENT/MEMBER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE HONORED.

PLEASE PROCEED TO BARANGAY OFFICE TO SECURE BARANGAY CLEARANCE.

Amount Paid: _____
Date Paid: _____
O.R.No. _____
Acctg. Dept. (No Outstanding Account)

Recommending Approval:

Building Officer

Approved by:

ANTONIO OCAMPO
Village Manager



GENERAL UNDERTAKING

I _____, of legal age, married/single, Filipino, with residence and postal address at _____, tel. no. _____, after having been duly sworn to in accordance with law, hereby depose and state that:

- 1.) I hereby Undertake the following scope of works in my property located at _____ Street, Dasmariñas Village, Makati City:
 - a. New Construction
 - b. Major Renovation
 - c. Minor Renovation
 - d. Demolition
 - e. Additional Structure
- 2.) I hereby authorize the Dasmariñas Village Association, Inc. (DVA, Inc.), through its representatives, building inspectors, agents and/or security guards, to enter the construction site during the period of construction for purposes of inspection to verify compliance with and enforcement of Village Rules and Regulations.

3.) **PAY GUARANTY DEPOSIT**

	Guaranty Deposit	Processing Fee	Inspection Fee
New Construction (NWC)	₱ 2,000.00/sq.m. of lot	5% of Bond	₱ 200,000.00
Major Renovation (MJR)	₱ 1,000.00/sq.m. of lot	5% of Bond	₱ 120,000.00
Minor Renovation (MNR)	₱ 500.00/sq.m. of lot	5% of Bond	
Demolition (DEM)	₱ 500.00/sq.m. of lot	5% of Bond	
Addition (ADD)	₱ 5,000.00/sq.m of F.A.	5% of Bond or P10, 000.00 whichever is higher	

4.) **RELEASE OF GUARANTY DEPOSIT:**

Fifty percent (50%) of the guaranty deposit will be refunded to the Owner upon completion of the house construction or renovations if no violations are noted within the property after inspection by DVA authorized representative.

After thirty (30) days, another inspection will be made and the balance of fifty (50%) will be refunded if no violations are noted within the property and upon return of all DVA ID'S issued to my workers.

However, **DVA reserves the right to make an inspection of the property even if the guaranty deposit has already been refunded to ensure that the Building Rules and Regulations** are strictly followed and no building violations are committed after the deposit has been fully released. **In the event that any additions or alterations are made to the property or the structure outside of the originally approved construction plans, without the written approval of DVA, the owner shall be liable to DVA for a fine in the amount of Fifty Thousand Pesos (P50,000) for every month that the violation remains uncorrected to the satisfaction of DVA. The fine shall constitute a lien on the property until fully settled.**

- 5.) DVA has the authority to stop/enjoin the construction in case of violation until the same is thoroughly cleared of Village Rules and Regulations and/or in case of deviation from the building plans and specifications as approved by the Association's Building Construction Committee. Should the Association require the correction of any violation of the Rules and Regulations or deviation from the building plans and specifications, I agree to affect the same at my expense.
- 6.) Before the commencement of construction, I agree to fence the property with the following requirements:
 - a. **For lot boundaries fronting the street – corrugated G.I. sheet painted with green of height of 5.0m**
 - b. **For lot boundaries not fronting the street – green tarpaulin of height not less than 6.8m.**
 - c. **Temporary construction fences shall be properly braced or supported with galvanized iron (G.I.) steel pipes with steel clamp to prevent them from collapsing that may cause injury to person or damage to property.**
 - d. **The cover shall have a minimum height of 6.80 m., inclusive of the 2.00 m. concrete fence, measured from the highest sidewalk level.**

Should there be a need to use the sidewalk area fronting the lot, I would first secure the written approval of the Association. In case my request merits the approval of the Association, I agree to pay ₱200.00 per day for the use of said sidewalk until the same is thoroughly cleaned and properly turned over to the Association. To avoid any damage that may be caused to persons and property, I agree to enclose the sidewalk area with green tarpaulin and H-frames or galvanized iron (G.I.) pipes.

Printed name & signature of Owner/Resident



Printed name & signature of Owner/Resident

- 7.) I shall be responsible for the protection and preservation of the trees on the sidewalk. For the protection of nature and maintenance of a balanced ecology, trees along the sidewalks of the main streets or those on Acacia, Palm Ave., Paraiso, Banyan, Pasay Road, Dasmariñas Ave., Amorsolo, Lumbang, Mahogany and Tamarind Road shall be protected and should not be cut. The cutting of trees on the sidewalk without the approval of the Board of the Association will result to forfeiture of the guaranty deposit.
- 8.) I shall be responsible for all the acts and omissions of the construction workers which may cause damage or injury to persons and/or property. I shall be responsible for the supervision and control of all persons connected with the construction and warrant and/or guaranty that they have no criminal records. I agree to change the project technical staff, contractor/s, sub-contractor/s, supplier/s, laborers or workers found by the Association to have misbehaved or violated the Rules and Regulations of the Association, upon the request of the latter. I agree to be solidarily liable with the project technical staff, contractor/s, sub-contractor/s, supplier/s, laborers or workers for any and all damages that may be caused by the latter's acts including those acts which are criminal in nature.
- 9.) **I understand that gambling, bringing and drinking liquor at the jobsite inside the Village is strictly prohibited. I shall see to it that all the workers and/or outsiders connected with the construction would strictly comply with the prohibition.** The Association shall have the right to apprehend any person gambling and drinking in the construction site. Any person apprehended will be turned over to the police authorities and be fined.
- 10.) The dumping of garbage, soil materials and other construction debris on vacant lots is strictly prohibited by the Association.
- 11.) I agree to provide my construction worker/s the proper dress code anytime they are within the DVA. I should take into consideration the weather; state of the site and the hazards it presents as well the specific work task of the workers. I also required my contractor to use one/single color of uniform to easily identify our construction address. I agree to pay ₱500.00 per person/incident for the penalty in case of violation.
- 12.) I shall provide covered plastic type bins with flip cover and plastic bag inside where food scraps should be placed and be covered tightly to prevent insects such as ants, flies and cockroaches from spreading. Number of garbage bins required per districts:
 - a. **HIGHLAND DISTRICT - Four (4)**
 - b. **MIDLAND DISTRICT - Six (6)**
 - c. **LOWLAND DISTRICT - Eight (8)**
- 13.) I agree to put / provide at least one (1) portalet in site for the use of construction worker/s and to apply immediately for sewer connection in case I agree to apply immediately for sewer connection in case the existing sewer tapping is not found and put / provide at least one portalet on site for the use of worker/s.
- 14.) I guaranty that persons who stay overnight in the construction sites shall not exceed **two (2)** persons. In case of violation, fines shall be deducted from my guaranty deposit in the following manner:
 - a. **First violation** - ₱1,000.00 plus ₱100.00 per person in excess of two
 - b. **Second violation** - ₱2,000.00 plus ₱200.00 per person in excess of two
 - c. **Third violation** - ₱4,000.00 plus ₱400.00 per person in excess of two
 - d. **Fourth violation** - Forfeiture of the guaranty deposit
- 15.) The following violations would authorize the Association to deduct the below listed penalty from the guaranty deposit:
 - a. **Storing** construction materials on the sidewalk and street without DVA approval.
 - b. **Using** the sidewalk or the street for cement mixing, carpentry/ steel works and other construction activities.
 - c. **Dumping** of construction debris on the sidewalk or the street.
 - d. **Breach of peace or tranquility** (obnoxious noise) from 7:00PM to 8:00AM
 - e. Such other **construction malpractices**

PENALTIES:

 - a. First Violation - P 1,000.00
 - b. Second Violation - P 3,000.00, contractor will be called in for a meeting and the property owner will be informed
 - c. Third Violation- P 5,000.00, work stoppage for three (3) days and the property owner will be informed
 - d. Fourth Violation- suspension of work until lifted by DVA
- 16.) I agree to pay entrance fees of delivery trucks/containerized vans as follows:
 - a. 4-wheeler trucks P1,500.00
 - b. 6-wheeler P3,000.00
 - c. 10 or 14-wheeler P5,000.00



- d. 6,10,14-wheeler dump trucks P5,000.00
- e. Concrete mixers or 40ft. container van P5,000.00

The following penalties shall be imposed to all delivery/hauler trucks entering the village without trip tickets:

For deliveries to new construction, major and minor renovation and demolition projects	-----	₱1,000.00
For deliveries to miscellaneous works and repainting jobs	-----	₱500.00

- 17.) Prior to start the demolition / major renovation / new construction, I agree to submit a certification of compliance from an accredited smoke testing center on all heavy equipment to be used in the construction site such as truck, payloader, breaker, backhoe, etc.,
- 18.) The Owner and/or Contractor must install muffler and/or noise reduction equipment/tool on all heavy equipment that produces much noise such as payloader, backhoe, breaker, etc.
- 19.) Should I sell the property to another person, and/or entity the contract of sale should stipulate that the **vendee shall be bound by this Undertaking**. Otherwise, I shall not be released from the obligations arising from the Undertaking.
- 20.) **Should I decide to deviate, alter or change the plans as approved by the Building Construction Committee, I must first secure the approval of the said Committee prior to the actual implementation of such alteration, change or deviation from the plans.**
- 21.) The construction must conform to the deed restrictions specifically Section 2 which states that **“only one single family house may be constructed on a single lot”**. I further agree on the following:
 - a.) The building must have only one (1) main entrance.
 - b.) There should be one Meralco meter connected to one electrical main breaker.
 - c.) Construction of the garage or carport should be confined in one area.
 - d.) There should be one main living room.
 - e.) There should be one main dining room
 - f.) There should be one main kitchen which may be connected to one dirty kitchen adjoining each other with interconnecting door.
 - g.) One driver’s quarter,
 - h.) One maid’s quarter
 - i.) The overall plan must clearly show it is “A single family house”.
- 22.) The sidewalk is the property of Dasmariñas Village Association, extension of garden landscaping outside the property, planting of trees or any other ornamental plants on the planting strip is not allowed unless there is written approval from the DVA Board. Grass and peanut plant are the approved ground covers for planting strip. DVA reserves the right to remove any tree planted on the planting without its permission or approval. This is necessary to preserve certain standards and protection of the public.

Except for the driveway portion, **no part of the original design (cement finished) and structure of the sidewalk must be removed or altered.**

- 23.) **ADDITIONAL NON-MASONRY FENCE**
 - a.) PVC, Steel, Cyclone wires and Roller barrier on top of concrete wall are permissible only at the rear and side boundaries.
 - b.) PVC, Steel, Cyclone wires and Roller barrier are limited to another 2-meters high, measured from atop the existing allowable property wall.
 - c.) Wooden fence should be of louver type solid wood “S4S” kiln dried Yakal, Mahogany or Narra.
 - d.) Resident must submit non-masonry fence perimeter plan, elevations, section drawings with dimensions in meters duly signed/sealed by an Architect or Civil Engineer designer with corresponding approval signed by the Owner.
 - e.) Non-masonry fence plans must have the DVA approval prior to the installation thereof.
 - f.) Installation of additional non-masonry fence must have the written consent of affected neighbors.
 - g.) Non-masonry fence must not exceed four (4) meters height measured from the highest sidewalk level fronting the lot.
 - h.) Wooden fence in all respect must be treated with fire retardant and anti-termite wood preservatives.
 - i.) Wooden fence must have the accepted varnish and/or painted finish only and wooden fence must have an accepted “Mahogany” wood-stained finish only.

Non-masonry fences should be designed to allow free-flow of air or natural air ventilation.

Printed name & signature of Owner/Resident

24.) BASEMENT PERIMETER WALL AND EXCAVATION WORKS

All basement perimeter wall and excavation work for a house construction must have at least one (1) meter minimum setback measured from the exterior wall to the property line. Owner/ Contractor shall submit to DVA a geotechnical report and excavation plan. The excavation plan must indicate the soil protection details and excavation methodology. The said reports must be certified by a structural designer. DVA if in doubt with the submitted documents may have the option to hire a third-party consultant to review and re-evaluate the submitted excavation plan. The Owner/Contractor will be furnished with the said report. That in case of any injury and/or damage that may result from the excavation works done and basement constructed, the property owner shall be solely liable and responsible to answer for any such injury and/or damage. When damage to property occurs excavation, works must be stopped immediately until damage is rectified. In case any injury and/or damage that may result from excavation works done and basement constructed, the property Owner shall be solely liable and responsible to answer for any such injury and /or damage even outside their property.

Excavation shall be allowed up to the property line only for the sole purpose of better access to basement to allow property owners to comply with the minimum requirement for parking spaces. However, prior to excavation, the property owner and/or contractor shall be required to submit structural plan and a construction methodology subject to approval of DVA. In this regard, new house construction shall be required to provide a number of parking spaces based on the floor area of the house to be constructed:

FLOOR AREA (IN SQUARE METERS)	MINIMUM NUMBER OF PARKING SPACES
700 and below	4 spaces
701 to 900	5 spaces
901 to 1,100	6 spaces
1,101 to 1,400	7 spaces
1,401 and above	8 spaces

All building excavations with vertical cut 2.0 meters or greater in depth and 2.0 meters or less distance from the property line must be provided with temporary supports/shoring based on the following:

Excavation shall be done in segments along any gridline and not to exceed 6.0 meters per segment. To secure soil stability, upon reaching the depth of 1.50 meters from the natural ground line install metal decking panels provided with diagonal anchor ties or round bars diagonally driven outward into the ground at regular intervals sufficient to hold the panels in place. If necessary, additional vertical and horizontal struts attached to the panels may also be provided. This temporary protection shall be maintained until such time that the foundation structure including walls/columns have been concreted up to the natural ground level.

Excavation for isolated column and wall footings at more than 2.0 meters away from property lines but with depth of more than 2.0 meters shall also be provided with temporary support as described above or sloped at 37 degrees (4 vertical to 3 horizontal).

That in case of a **violation of the one (1) meter setback** and excavation provisions, **DVA shall forfeit the construction bond** and may impose other penalties it may deem fair and reasonable under the circumstances.

25.) CONSTRUCTION GUIDELINES, AS-BUILT PLANS AND INSPECTION

The construction guidelines will be furnished to owner beforehand; that pictures will be taken during inspection and that the submission of complete as-built plans to Dasmariñas Village Association for newly constructed and renovated houses with a certificate that subject plans correctly describe the house and are in accordance with DVA Building Rules and Regulations and that said owner undertakes to correct or allow the correction of violation on the premises upon notice from the DVA.

That the guaranty deposit will only be released completely after the submission of said as-built plans with Undertaking to Dasmariñas Village Association and after the inspection (including pictures.)

The guaranty deposit will be returned in the following manner:

Fifty percent (50%) percent of the bond upon the request

Fifty percent (50%) percent after a month together with the signed waiver authorizing DVA to remove anything they constructed outside of the approved plans at any time at the Owner's cost.

DVA reserves the right to make an inspection of the property even if the guaranty deposit has been refunded to ensure that the Building Rules and Regulations of DVA are strictly followed and if violations are committed, DVA has the right to impose the appropriate penalty and/or require the property owner to rectify the violation.

26.) SITE CONDITION

The Architect-of-Record shall conduct an ocular inspection of the lot to be well acquainted with the orientation, boundaries, site condition, violation(s) of existing structure on the lot, if any, and the surroundings of the property, particularly the appurtenances, public utility and public road-right-of-way or street of the Village.

Printed name & signature of Owner/Resident



Moreover, the lot Owner and the Architect-of-Record must secure a copy of the DVA Deed Restrictions, which the Owner and the Architect-of-record shall use as a guide for a feasibility study for the preparation of applied design and detailed drawings for complete residential building plans. Four (4) sets of building plans shall be submitted to DVA for approval. All building plans must be signed by the Owner and signed and sealed by the Architect-of-Record.

27.) **DRIVEWAYS**

Driveways intersecting the sidewalk level must be so proportionally constructed with a ramp pavement that connects the sidewalk with the driveway level. The maximum allowable difference in elevation between the sidewalk pavement and driveways is 7cm. with a slope of 2% of the width.

All sidewalks shall conform to the existing finish of sidewalk level in accordance with DVA standards and specifications. **No sidewalks or parts thereof shall be altered without the prior approval of DVA.**

28.) **UTILITY AND APPURTENANCES**

The Architect-of-record shall ensure that the location of the driveway and pedestrian gate, if any, do not obstruct the existing tree(s), utility poles and street drainage outlets along the sidewalk and street gutter opposite the property, in order to preserve such appurtenances.

The exact location and inverts of all existing utility lines before construction shall be verified and no tapping allowed without the required permits from the local authorities concerned.

Permit for electrical, water and sewer services connections from local authorities concerned shall be secured by the Owner and/or the contractor.

Sewage disposal must be coursed through the centralized sewage system that is owned and maintained by the Manila Water Company Inc. (MWCI).

29.) **ROAD CLOSURE**

All Contractors and/or Owners requesting for temporary road closure to implement concrete pouring using ready mix trucks shall be subjected to the following conditions:

- a.) The Contractor and/or Owner shall provide all safety measures, early warning devices (EWD) and the like within the perimeter of the closed road.
- b.) The Contractor and/or Owner shall provide two (2) persons to be stationed at least **twenty (20) meters** away from the closed road at both ends, to direct traffic.
- c.) Only one (1) truck at a time shall be allowed to enter the Village.
- d.) The contractor and/or Owner shall be responsible for maintaining cleanliness at the road site and shall ensure that free from all debris and excess cement and/or waste materials.
- e.) In case of damage to properties and injury to persons, the Contractor and/or Owner shall be solely responsible for all such damage.
- f.) Any violation of the foregoing conditions shall result in the suspension of the work permit.

30.) **HEIGHT**

Building shall not be higher than 10meters measured from the highest sidewalk level fronting the lot up to the apex of the roof. Benchmark and corresponding datum shall be provided measured from the highest sidewalk level fronting the lot and shall be marked painted at strategically located column and/or walls to determine the actual height of the building structure per floor level up to the apex of the roof.

Any building with an elevator or lift system will be allowed an additional one (1) meter for the mechanical shaft room measured from the apex of the roof. Mechanical shaft room must be located at the rear side of the apex of the roof with clear inside dimensions of not more than one by one meter or an area of one square meter.

For structures with a flat deck design, prior the approval of the flat deck structure, the DVA Board of Governors and immediate property neighbors will review the design perspectives, and within 14 calendar days, may request the inclusion of the following architectural features for approval:

- A) Balcony
- B) Eaves / canopy / ledge
- C) Wall claddings

No alteration on the core structure or internal layout of the house will be allowed.

31.) **NUMBER OF PLANS AND DETAILS NEEDED**

All location and building plans must be approved by the Association BEFORE CONSTRUCTION BEGINS. Four sets of building plans should be submitted to the association for action by the Building Committee. In addition to plans as required by the Municipality of Makati, the plans for submission shall include: (1) a location plan, (2) vicinity plan, (3) front-sides-rear elevation drawings, (4) roof framing plan, (5) wall fences plan, (6) an original land contour plan relative to propose grading and landscaping, (7) designer's photocopy of validated integrated and Accredited Professional Organization of Architect Certificate (IAPOA), (8) Professional Regulation Commission I.D., (9)Professional Tax Receipt (PTR) together with the building plans

Printed name & signature of Owner/Resident

signed and sealed and with Owner's approval. (10) signed and sealed technical materials specifications from the architect, (11) signed and sealed bill of materials from the architect and (12) signed and sealed structural analysis from the engineer.

32.) The prescribed completion period (PCP) shall be within the PCP to complete the new house construction, renovation, demolition works.

Nature of Works	Prescribed Completion Period (PCP)
New House Construction	40 months
Major Renovation	24 months
Minor Renovation	6 months
Addition	6 months
Demolition	2 months

33.) To ensure compliance with the prescribed completion period (PCP), the following penalty scheme shall be imposed.

NATURE OF WORK	PENALTY SCHEME
New Construction	<p>Not Completed within 40 months – Forfeiture of the entire guaranty deposit</p> <p>LIQUIDATED DAMAGES: 1 Month Delay - Guarantee Deposit / 40 * 1 = Penalty 2 Months Delay - Guarantee Deposit / 40 * 2 = Penalty 3 Months Delay - Guarantee Deposit / 40 * 3 = Penalty So on and so forth ...</p> <p>Equivalent to purchasing 1 month extension for every month extended</p>
Major Renovation	<p>Not Completed within 24 months – Forfeiture of the entire guaranty deposit</p> <p>LIQUIDATED DAMAGES: 1 Month Delay - Guarantee Deposit / 24 * 1 = Penalty 2 Months Delay - Guarantee Deposit / 24 * 2 = Penalty 3 Months Delay - Guarantee Deposit / 24 * 3 = Penalty So on and so forth ...</p> <p>Equivalent to purchasing 1 month extension for every month extended</p>
Minor Renovation and Additional Structure	<p>Not Completed within 6 months – Forfeiture of the entire guaranty deposit</p> <p>LIQUIDATED DAMAGES: 1 Month Delay - Guarantee Deposit / 6 * 1 = Penalty 2 Months Delay - Guarantee Deposit / 6 * 2 = Penalty 3 Months Delay - Guarantee Deposit / 6 * 3 = Penalty So on and so forth ...</p> <p>Equivalent to purchasing 1 month extension for every month extended</p>
Demolition	<p>Not Completed within 60 days – Forfeiture of the entire guaranty deposit</p> <p>LIQUIDATED DAMAGES: 1 Month Delay - Guarantee Deposit / 2 * 1 = Penalty 2 Months Delay - Guarantee Deposit / 2 * 2 = Penalty 3 Months Delay - Guarantee Deposit / 2 * 3 = Penalty So on and so forth ...</p> <p>Equivalent to purchasing 1 month extension for every month extended</p>

Printed name & signature of Owner/Resident

34.) Construction work on **regular working days (Monday to Friday) shall be from 8:00AM to 12:00NN, 1:00PM to 5:00PM and 8:00 AM to 12:00NN on Saturdays.**

35) I hold myself bound at all times by the aforementioned plans and/or designs, Rules and Regulations and Deed Restrictions, and I ensure full and complete compliance therewith;

36) I will not do, cause/allow to be done, whether with my consent (express or implied), through my influence, at my instigation and/ or through my negligence, any act or undertaking which is in contravention with or in violation of the aforementioned plans and/ or designs, Rules and Regulations, and Deed Restrictions;

37) Any violation of the said plans and/or designs, Rules and Regulations, and Deed Restrictions, will render me liable, answerable and accountable for any/ all damages and/or penalties which DVAI may impose,

irrespective of whether the said violation be committed before, during, or after the construction of the residence or building;

- 38) Aside from complying with the preceding provisions, I will not, whether with my consent, through my influence, at my instigation or through my negligence allow, permit, or force either the Architect/ Engineer/ Planner or the Contractor, or both of them, to undertake any action which is in contravention with or in violation of the aforementioned plans and/or designs, Rules and Regulations, and Deed Restrictions;
- 39) The delay, negligence, fault or fraud committed either by the Architect/ Engineer/ Contractor or both/ all of them, shall not excuse compliance with the aforementioned plans and/ or designs, Rules and Regulations, and Deed Restrictions;
- 40) I will likewise promptly inform the DVAI of any feature or aspect of the residence/ building plans and/ or designs of the Architect/ Engineer/ Planner and/ or any construction undertaken by the Contractor, whether in whole or in part, which is or appears to be in contravention with or in violation of the aforementioned plans and / or designs, Rules and Regulations and Deed Restrictions, as the same comes to my knowledge, personally or through my employee and/ or agents;
- 41) The Owner, Architect/ Engineer and Contractor undertakes that any deviation, alteration, or changes from the original plans as approved by the Building & Construction Committee must have the approval of the said committee prior to actual implementation of work and/or construction;
- 42) The Owner and/or Contractor hereby undertakes that in case of sale of the property or change of Contractor, the new buyer or new Contractor thereof will, with the approval of the Association, assume all undertakings contained in this Agreement. Otherwise, they shall continue to be responsible for the same;
- 43) The Contractor recognizes that a violation of the construction rules and regulations and/or deviation from the original plans approved by the Building and Construction Committee will authorize the DVAI to deny future approval of construction to be undertaken by said violating contractor;
- 44) The Owner and/or Contractor shall assign a full-time qualified project manager/s and/or safety officer/s at the jobsite during construction hours.
- 45) In addition to the next proceeding provision, I likewise undertake to cause either the Architect/ Engineer/ Contractor, or both of them, at my request and/ or instruction, to immediately make the necessary changes, modifications, revisions and/ or where proper and applicable, the replacement, removal, demolition and/ or other correction of any construction, whether in whole or in part, and/ or the residence/ building plans and/ or designs;
- 46) The liability and accountability provided under paragraph (37) herein shall be without prejudice to whatever civil and/ or criminal action the DVAI might decide to institute, as well as the possible forfeiture of the cash bond, as provided for under the Building and Construction Rules and Regulations; Article II, Section 1.c.
- 47) I am holding DVAI its directors, officers, members agents, employees or any of its representatives free and harmless from any and all claims, demands and causes of action, either in law or in equity, arising from its/their enforcement of the aforementioned plans and/ or designs, Rules and Regulations and Deed Restrictions, including the enforcement of this Certification;
- 48) Any violation of any provision contained herein, or any action undertaking on my part, which deviates from the tenor of this Undertaking, shall likewise render me liable, answerable and accountable for any/ all damages and/ or other penalties to DVAI, without prejudice to whatever civil and/ or criminal action that DVAI might decide to further institute;
- 49) I will be jointly and severally liable for any violation committed by the Architect/ Engineer/ or Contractor and/ or both/ all of them of the Rules and Regulations of DVAI and Deed Restrictions, as well as any submitted approved plans and/ or designs;
- 50) I hereby undertake that if any additions or alterations are made to the property or structures outside the originally approved construction plans as submitted, I shall be liable to DVA for a fine of P50,000.00 for every month that the violation remains uncorrected to the satisfaction of DVA. The fine shall constitute a lien on the property until fully settled.
- 51) I undertake to be solidarily liable to the Association for whatever damages that may be caused by violation of any of the terms and conditions of the Undertaking. Any damage to any and all property of Dasmariñas Village Association, Inc. incidental to the construction, renovation and repair of the property shall be repaired immediately and made good to the satisfaction of the Association at my expense. I shall rectify and/or repair any damage within (5) days upon receipt of notice thereof. Should the owner fail to comply, DVA shall make

Printed name & signature of Owner/Resident



the necessary correction and repair, the cost of which shall be for the account of the owner and deducted from any guaranty deposit.

52) This Undertaking is being executed for whatever legal intents or purposes DVAI might deem proper.

Printed name & signature of Owner/Resident

Printed name & signature of Contractor