

FILHOMES II HOMEOWNERS' ASSOCIATION, INC. (FHA II)
HOMEOWNERS' MANUAL AND VILLAGE RULES & REGULATIONS

As of 11/12/2023

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CHAPTER I

GENERAL MATTERS

A. *Vision, Mission, and Values of the Association:*

Our Vision: To become a premier Village for homeowners by:

- *ensuring safety and security within the village perimeter*
- *establishing world class facilities, amenities, and services*
- *offering a healthy and inspiring lifestyle through community events*
- *sustainably enhancing the beauty of our environment*
- *improving the value of our properties, and fostering a harmonious and peaceful relationship among neighbors.*

Our Mission: To enhance the quality of life and community relationships in FillInvest II by:

- *professionally, effectively and efficiently managing the Association*
- *reasonably and consistently enforcing the rules and regulations aligned to our Association*
- *supporting initiatives and capital improvements that benefit the greater good of FillInvest II residents*

Our Community Shared Values:

- *Bayanihan*
- *Genuine Care and Concern for our FillInvest II neighbors*
- *Integrity and Fairness*
- *Respect and Cooperation*
- *Transparency and Honesty*
- *Environmental Stewardship*

B. *Principles of Governance.* Members of the Board, Officers, Committee Members and staff personnel shall strive to follow the principles of governance of the Association as indicated below:

1. Practice transparency and accountability;
2. Act with honesty and fairness;
3. Work for the common good and best interests of the community;
4. Promote democratic participation by all stakeholders (in the Board, Committees, and community assemblies);
5. Abide by the Code of Ethics and Ethical Standards for Officers and Members of the Board by the appropriate authorities. (BR No. 085-2023)
6. Listen to concerns of constituents, and attend to them within the area of competence of the Association; and
7. Promote harmony, non-partisanship, and good neighborliness in the community (Board Resolution No. 2008-02)

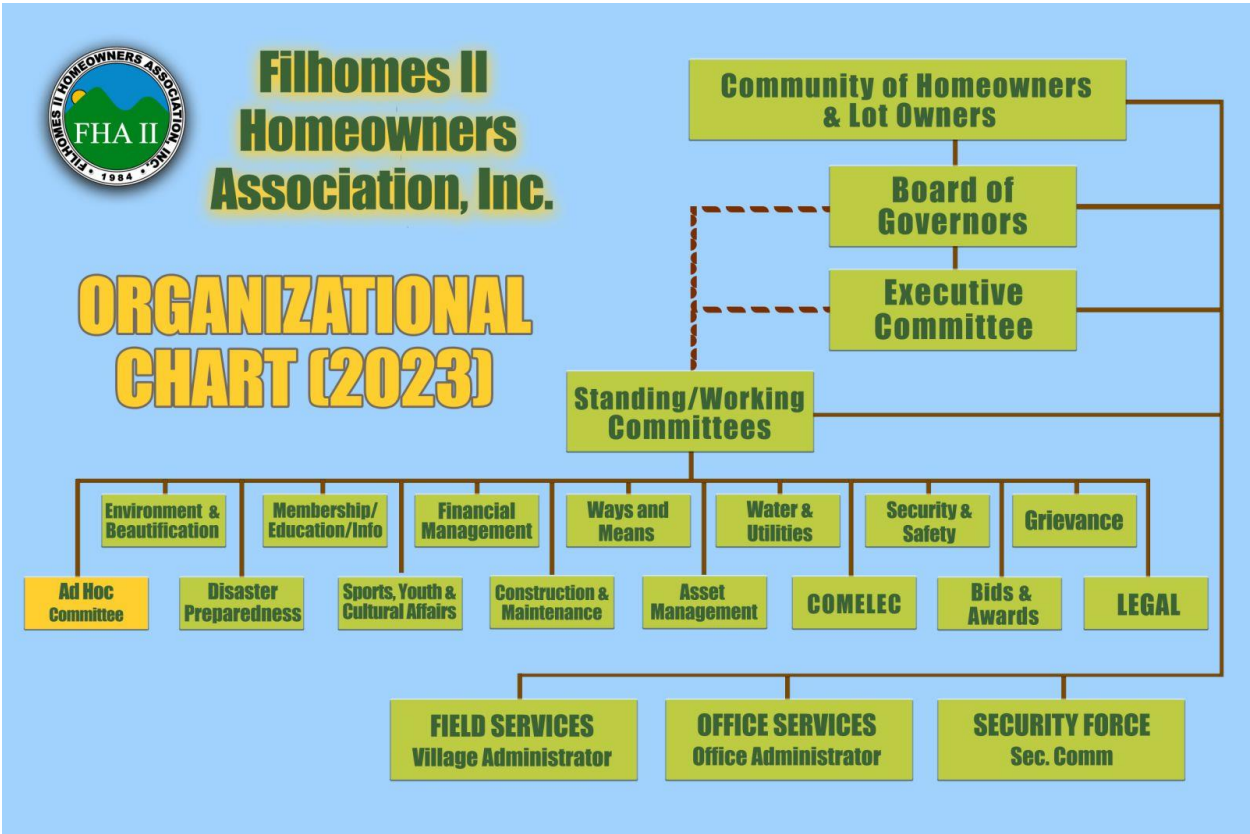
C. *Automatic Membership in the Association*

Every homeowner or lot owner in FILINVEST II is automatically a member of the FILHOMES II Homeowners Association, Inc. pursuant to the uniform and standard deed of restriction as follows: (BR No. 086-2023)

“The property described therein is subject to restrictions and conditions imposed in the Deed of Sale among which are as follows: That the buyer agrees to become automatically a member of Filinvest Homes Quezon City Subdivision Association and shall pay dues and assessments duly levied and imposed and shall comply with all the rules and regulations that such association shall adopt. That the property herein shall be used exclusively for residential purpose, neither may the property be subdivided nor right of way easements of any kind be created or established therein without the written consent of the seller. All property is also subject to the restrictions, conditions, easements, stipulated in Annex “A”. Other conditions set forth in Doc. No. 227, Page 17, and Book No. IX, of the Not. Pub. Makati, MM., Y.A. Atienza, Date of Instrument – 10/7/81, Date of Inscription-12/11/81.”

Thus, agreeing to buy a lot in this village means agreeing also to the above restrictions/stipulations. **Hence, becoming or being an automatic member of the Association is a contractual obligation.** This is recognized by the Supreme Court in the case of Bel Air Village Association, Inc. vs. Dionisio (174 SCRA 589, 595, June 30, 1989). The Supreme Court said, among others, “A party who enters into a contract of sale is bound by a lien annotated on the certificate of title.” Further, the Supreme Court stated, “Section 39 of Article 496 (The Land Registration Act) states: “Sec. 39. Every person receiving a certificate of title in pursuance to a decree of registration, and every subsequent purchaser of the registered land who takes the certificate of title for value in good faith shall hold the same free of all encumbrances except those noted on the said certificate x x x “(Italics supplied) [Cited in Sta. Clara Homeowners’ Association vs. Gaston (374 SCRA 408, 409, January 23, 2002).]

D. Organizational Set-Up



E. Standing / Working Committees

1. Ways and Means Committee
2. Security and Safety Committee
3. Financial Management Committee

4. Construction Committee
5. Capital Assets Management Committee (BR No. 20-2012)
6. Water and Utility Services Committee
7. Environment, Beautification and Ecology Committee
8. Bids and Awards Committee
9. Sports, Youth Development and Socio-Cultural Affairs Committee
10. Membership and Community Education and Information Committee
11. Legal Committee
12. Committee on Elections
13. Audit and Governance Committee (BR No. 11-2023)
14. Awareness and Disaster Committee (BR No. 108-2015)
15. Grievance Committee (BR No. 2015-107)
16. Office Administration Oversight Committee (BR No.02-2012)
17. Senior Citizens' Committee (BR No. 015-2021)
18. Disaster Preparedness Committee (BR No. 017-2018)

CHAPTER II

FINANCE

A. Duty to Pay Association Dues

Payment of monthly association dues is a legal and moral obligation of every member. Payment of monthly dues shall fall on the 10th day of the current month at the rate of:

(BR No. 087-2023)

1. For Homeowners

AT THE RATE OF TWO PESOS AND FIFTY CENTAVOS PER SQUARE METER PER TITLE BUT IN NO CASE LESS THAN SIX HUNDRED PESOS BUT NOT TO EXCEED ONE THOUSAND PESOS

- Homeowner's dues apply to all lots with fences and any physical structures/construction (i.e. permanent structures such as living quarters, store rooms, garages, etc.)

2. For Lot Owners

AT THE RATE OF ONE PESO AND 90 CENTAVOS PER SQUARE METER PER TITLE BUT IN NO CASE LESS THAN FOUR HUNDRED FIFTY PESOS BUT NOT TO EXCEED EIGHT HUNDRED PESOS

- Lot owner's dues apply to all lots with or without fences, but no physical structures/construction.
- Association dues and other fees shall be used for payment of security services, streetlights, road maintenance, maintenance of other common facilities, operating expenses, salaries and wages of staff and workers, development of

open spaces, village beautification and cleanliness, sports event for the youth and other community activities, and for other purposes as the Board of Governors may authorize.

- Homeowners with arrears of dues of at least THREE CUMULATIVE MONTHS in line with the Magna Carta for Homeowners and Homeowners Association are considered DELINQUENT against whom proper legal action may be brought for collection.

The formula to be used in computing the Homeowners’ Dues and their corresponding Penalties and Interests shall be as follows: Principal Amount Per Year X (12% Interest per year + 6% penalty per year) X Number of Years = TOTAL AMOUNT DUE.

B. Incentives for Timely Payment of Dues and Penalties for Non-Payment thereof
(Board Resolutions 2008-009 and 2008-012)

1. Any member who is updated in the payment of association dues and who pays one-year dues on or before March 31 of the current year is entitled to: (i) one-month discount and (ii) one free car sticker and RFID sticker;
2. Penalties for non-payment of association dues include: (BR No. 88-2023)
 1. A 12% interest and 6% penalty on the total unpaid dues compounded annually;
 2. Member shall be considered not in good standing, and will be excluded from availing of the use of Association facilities and related privileges;
 3. Publication of their names in Community Bulletin Boards – if there is consistent failure to pay their dues for 12 months or more; and
 4. Legal action – for non-payment of dues for more than one year despite demand letters thereon.

Demand letters shall be sent to members with arrears. Such members may submit their reply to the demand letter within ten (10) calendar days from receipt thereof

A penalty of Six Percent (6%) per annum shall be imposed on accrued homeowners and/or lot dues plus interest.

C. Restructuring of Dues in Arrears and Payment Thereof

A member with arrears may be allowed to restructure payment of the total outstanding dues within 12 months/1 year subject to the following interest rates:

(BR No. 089-2023)

If paid within 6 months	= 6% interest without penalty
If paid after 6 months but within 12 months	= 12 % interest without penalty

Any partial payment shall be applied to the oldest arrears.

After due notice, the owners of an abandoned house shall be billed of the actual amount expended in cleaning the property which shall be added to the accumulated arrears of the homeowner. (BR No. 30-2021)

D. Conversion of use of unverified vacant lots with arrears

All vacant lots with arrears of at least Twenty Thousand Pesos (Php20,000.00) shall, with prior notice to the lot owner, and with his or her consent, be converted into Parking Space to be rented out for

Five Hundred Pesos (Php500.00) per car per month payable in advance. The Administration shall take care of clearing such vacant lots and the rental proceeds shall be divided with 50% in favor of the Association and the other 50% to be credited to the arrears. (BR No. 090-2023)

E. Involvement of Phase Governors to Enhance the Collection of Dues (BR No. 091-2023)

The Phases through their Governors shall be involved in the collection of Association dues in the following manner, and under these terms and conditions, to wit:

1. As incentive to the collection efforts, the Phase shall be entitled to five per cent (5%) of the total dues so collected from the Phase, regardless whether the dues are paid directly to the FHA II Office or through the Collection Officer;
2. In addition to the foregoing, the Association will set a collection target of seventy percent (70%) collection per phase, and each phase that exceeds the target will be allotted an amount equivalent to fifty percent (50%) in excess of the seventy percent (70%) target;
3. The Phase Governor shall use the above Phase Fund for projects/activities designed to advance the general welfare of Phase residents; and
4. A monthly report on the use/disposition of the Phase Fund shall be submitted to the Board of Governors by the Phase Treasurer, attested to by the Phase Governor.

F. FHA II Budget Structure

1.0 Administrative Program

1.1 Personnel Expenses

- 1.1.1 Salaries and Wages
 - Regular Personnel
 - Contractual Personnel
- 1.1.2 SSS Contribution
- 1.1.3 Pag-Ibig Contribution
- 1.1.4 PhilHealth Contribution
- 1.1.5 13th Month Pay
- 1.1.6 Rice Subsidy
- 1.1.7 Office Uniform
- 1.1.8 Hospitalization & Medical Benefits
- 1.1.9 Performance Awards/Gifts
- 1.1.10 Bonus/Christmas Gifts
- 1.1.11 Training and Seminars
- 1.1.12 Separation Benefits
- 1.1.13 Incentives, Bonus & Financial Assistance
- 1.1.14 Longevity

1.2 Supplies and Services

- 1.2.1 Office Supplies
- 1.2.2 Maintenance Supplies
- 1.2.3 Electricity, Including Streetlights
- 1.2.4 Water
- 1.2.5 Communications
- 1.2.6 Travel & Transportation

- 1.2.7 Fuel & Lubricants
- 1.2.8 Postage & Courier
- 1.2.9 Taxes, Permits and Licenses
- 1.2.10 Insurance & Registrations
- 1.2.11 Interest & Bank Charges
- 1.2.12 Collection Expenses
- 1.2.13 Inspection Expenses
- 1.2.14 Printing Expenses
- 1.2.15 Advertising Expenses
- 1.2.16 Professional Fees
- 1.2.17 Legal Fees
- 1.2.18 Meeting Expenses
- 1.2.19 Donations & Contributions
- 1.2.20 Honorarium
- 1.2.21 Other Expenses (Reserve/Contingency)

2.0 Security & Safety Program

- 2.1 Security Service Fee
- 2.2 Security Services - Others

3.0 Maintenance Program

3.1 FilHomes-wide Maintenance

- 3.1.1 Streetlights (On Posts)
- 3.1.2 Road Maintenance (Fund)
 - Road Repairs
 - Street Sweeping
 - Cleaning of gutters/sidewalks
 - Drainage
 - Creeks
 - Road signs/street names
 - Humps
- 3.1.3 Tree Trimming
- 3.1.4 Gates
- 3.1.5 Perimeter wall
- 3.1.6 Vehicles – gas, oil & repairs
- 3.1.7 Other equipment maintenance/repairs
- 3.1.8 Special Projects
 - Cleanliness and Beautification
 - Contests
 - Solid Waste Management Drive

3.2 Maintenance of Facilities

- 3.2.1 Clubhouse
 - Labor
 - Materials
- 3.2.2 Swimming Pools
 - Labor
 - Materials
- 3.2.3 Badminton Court
 - Labor
 - Materials

- 3.2.4 Basketball Court
 - Labor
 - Materials
- 3.2.5 Tennis Court
- 3.2.6 Parking & Playground
- 3.2.7 Open Spaces/Parks
- 3.2.8 Depreciation Expenses of Fixed Assets –
 - Facilities & Improvements
 - Transportation Equipment
 - Furniture, Fixtures & Other Equipment

- 3.3 Lot Maintenance / Grass Cutting
 - 3.3.1 Labor
 - 3.3.2 Gas/Lubricant
 - 3.3.3 Equipment Parts / Supplies

4.0 Community Information & Education Program

- 4.1 Newsletters / Publications
- 4.2 Community Seminars
- 4.3 Community Assemblies / Members Meetings

5.0 Sports & Social Affairs Program

- 5.1 Sportsfest
- 5.2 Concerts
- 5.3 Christmas Party with Induction of Officers
- 5.4 Phase Christmas Party
- 5.5 Other social events
 - Membership socials

6.0 Capital Outlay Program

- 6.1 Acquisition of Equipment
- 6.2 Facilities Improvements
- 6.3 Open Space / Park Development Projects
- 6.4 Special Projects

G. Proposed Structure of FHA II Revenue Budget

	Months	
	Projected	Actual
1.	Homeowners Dues	
2.	Lot Dues	
3.	Car Stickers	
4.	RFID Stickers & Maintenance	
5.	Construction Admin Charges	
6.	Toll Fees Collections	
7.	Stall Rental Fees	
8.	Clubhouse / Event Halls Rental Fees	
9.	Swimming Pool & Cottage Rental Fees	
10.	Basketball Court Rental Fees	
11.	Badminton Court Rental Fees	
12.	Sale of Construction Uniforms	
13.	ID Fees and Lamination	
14.	Construction Penalties	

- 15. Interest and Penalties on Past Due Association Dues
- 16. Other Miscellaneous Fees
- 17. Fundraising Projects
- 18. Interest Income on Bank Deposits
- 19. Bonds Forfeitures
- 20. Others

MAPS (Insert Sir Rocky's copies of Phase maps)

CHAPTER III

SPORTSFEST

A. Objectives

1. The Sportsfest perpetuates the annual tradition of sports competition in FilHomes II.
2. The Sportsfest encourages physical fitness and sports development among residents of FilHomes II.
3. The Sportsfest promotes and enhances the values of sportsmanship, friendship, honesty and goodwill in strengthening the moral fiber of FilHomes II residents.
4. The Sportsfest aims to discover and develop the sports talent and skills of the members of the community, particularly the youth.
5. The Sportsfest advocates community involvement through active participation in this annual community activity.
6. The Sportsfest provides a venue for supervised and productive activity for the youth.

B. Guidelines and Procedures

1. *Eligibility of Players*

1.1. *Residency.* Participation in the Summer Sportsfest is exclusive to homeowners, renters and their nuclear family.

- A homeowner is one who is recognized by the Association as the legal owner/occupant of a house and lot in FilHomes II.
- Nuclear family member of a homeowner or a renter refers to the following: Parent/s, spouse and children
- Up to date in payment of homeowners' dues

1.2 *Age Limit.* A player must comply with the age requirement set for the Division where he/she is joining. If within the year, a player goes beyond the age limit, he shall be considered within the limit.

1.3 *Requirements.* Any player who is joining the Sportsfest for the first time must submit a photocopy of his/her birth certificate or passport and a 1" x 1" colored ID picture. The original birth certificate or passport must be available upon demand by the Technical Committee. These requirements must be submitted to the Sports Committee together with the line-up of all team members indicating the player's number, birth date, address and relation to the homeowner at least one week before start of the Summer Sportsfest. No team or player is allowed to participate without complying with these requirements.

1.4 *Team Membership.* A player must join a team of his choice regardless of where he/she lives. Each team will have a team representative who will be a member of the Sports Committee.

1.5 *Violation of Eligibility.* The burden of proving eligibility is incumbent upon the individual players. This means that if a player fails to prove his/her eligibility then he/she is deemed ineligible. A team that allows an ineligible player to play shall automatically forfeit all the games where he/she played. In addition, the team shall be fined in the amount of Five Thousand Pesos (P5,000.00) or barred from the rest of the tournament or both. The player who violated the eligibility rules shall be banned from all tournaments sanctioned by the Association in the future.

C. Sports and Events

1. **Basketball**

<u>Division</u>	<u>Ages</u>
Mosquitoes	below 12 years old as of _____
Midgets	below 16 years old as of _____
Juniors	Below 21 years old as of _____
Seniors	21 years old and above

2. **Volleyball (Women)**

The players of a team are not covered by age category/limit.

D. Number of Players per Team

1. *Basketball* – minimum of 15 players per team
2. *Volleyball* – minimum of 10 players per team

E. Uniform with Name and Number

1. *Each player is required to wear the team's official proper uniform* with his/her name and number (as reflected in the official line-up) in every ball game. Players in improper uniforms are not allowed to play in the basketball and volleyball.
2. *The basketball uniform* must have the player's number in front and his name and number at the back of the shirt.
3. *The volleyball uniform* must have the player's name and number at the back of the shirt.
4. *Phases with more than one entry in particular Division* must have different color combination (in conformity with the assigned color of the Phase) for each team to distinguish one from the other. This will avoid confusion on the part of the referees and table officials.

F. Conduct of Tournament

1. **Basketball and Volleyball**

- 1.1 The format for the elimination round shall be determined on the basis of the number of teams entering a particular Division:
 - 1.1.1 Five (5) teams or less – Double round robin
 - 1.1.2 Six (6) teams or more – Single round robin
- 1.2 In the double round robin format, the combined win/loss for the two rounds shall be added and the first four teams (in case that there are five entries) shall play in the semi-final round on a knock-out basis, with the No. 1 team playing against the No. 4; No. 2 team playing against No. 3. With only four teams competing, the first 2 teams shall play a single round for the championship; while the last 2 teams vying for 3rd and 4th placer.
- 1.3 In the single round robin format, the first four teams shall in the semi-final round on a knock-out basis. Winners of the single knock-out semi-final games shall vie for the championship while the losers, for the 3rd and 4th place.

1.4 In case of triple or quadruple tie in the elimination round, the 'quotient system' rule shall apply to determine the placing.

1.5 The Sports Committee shall have the option to change the format of the competition provided that the teams are informed prior to the start of the Sportsfest. This will only be done with the intent of maximizing resources and playing time of the teams in a particular Division.

1.6 Each basketball team should have at least 15 members of the team present before the game starts. Each member of the team must play for at least a quarter.

Each volleyball team shall have at least 10 members present before the game starts. For the 1st set, the player will be substituted before turn to serve.

However, these players must be in the original line-up submitted to the Sports Committee before the start of the tournament. The Sports Committee is strongly urging all coaches and captain balls of all basketball teams to let all their players play for the duration of the tournament. While every team desires to win, the more important goal is for all the young people to experience and enjoy a healthy competition. And while the Sports Committee cannot obligate the teams to let all their members play, everyone is urged to have a sense of community, friendship, goodwill and sportsmanship; let the youth enjoy their summer; and let the competitive spirit bring out the best in all the players.

1.7 Each team must have a designated coach. Captain balls shall sign the score book after each game.

2. For Mosquitoes

2.1 All games are played in a full-court with five (5) players in each team.

2.2 The official-sized ball shall be used.

2.3 The game has two halves at 20 minutes of running time on the first half. However, the clock shall be stopped in every dead ball situation during the 2nd half.

2.4 A player must be allowed to step on the free-throw line after the ball is released.

G. In all other aspects of the game, the rules of the Federation Internationale de Basketball (FIBA) and the Samahang Basketbol ng Pilipinas (SBP) will apply.

H. Conduct of Players and Team Officials, Coaches and Spectators

Players and coaches under the influence of liquor or any prohibited drug in the playing area are banned from further participation for the rest of the Sportsfest.

1. *Players and coaches involved in violent acts during and after the game* are disqualified from further participation for the rest of the Sportsfest.
2. *Players and coaches thrown out of the game by the referee* get an automatic suspension in their next game or disqualification from further participation for the rest of the Sportsfest in case of more serious offense.
3. *Players and coaches thrown out of the game by the referee for the second time* are disqualified from further participation for the rest of the Sportsfest.

4. *Players and coaches thrown out of the game by the referee* must leave the playing area immediately and must not be seen within a 500-meter radius of the playing court.
5. *Violent spectators and/or supporters or those who threaten to do violence during a game* shall be requested by the Security group to leave the playing area. Failure to heed to the request may force the Security group to bodily remove said person/s from the playing area.
6. *Only the official coaches and players of the playing teams* are allowed to sit on the team benches.
7. *Only team captains are allowed to ask for clarifications from the referees and table officials* during the game.
8. *Coaches* shall be held responsible for the conduct of players during the games.
9. *Violators of the above guidelines* shall be subject to sanctions by the Sports Committee and finding and recommendations may be endorsed to the FilHomes II Homeowners Association, Inc. if necessary.

I. **Default and Forfeiture**

1. *Defaults and forfeitures of games* are definitely frowned upon by the Sports Committee. Once a particular team joins the tournament then the team is committed to play until the end of the competition. Similarly, when a player joins a team, he/she is committed to the team until the end of the competition. To ensure commitment, the Committee finds it necessary to strictly implement the sanctions stated hereunder. Likewise, “giving away” of games will not be tolerated and will be dealt with accordingly.
2. *A team is in default* if it does not have the necessary number of players eligible to play. For basketball, there must be at least 5 players, and for volleyball, there must be at least 6 players. Defaulting time for all ball games is 15 minutes. The referees, in coordination with the table officials, are responsible for determining whether a team shall be considered in default. The referee’s decision is final.
3. *A team that defaults* the game must pay the defaulting fee which is equivalent to the officiating cost. (See following sample)

Sample Only	
3.1 Mosquitoes	- P700.00
3.2 Midgets	- P800.00
3.3 Juniors	- P900.00
3.4 Seniors	- P900.00
3.5 Volleyball	- P800.00

Note: No defaulting team shall be allowed to play their succeeding games unless such fees are settled before its next scheduled games.

4. Walking out of the game shall never be tolerated by the Committee. If a team walks out of the game, it shall be given 15 minutes to return to the playing court, otherwise the team forfeits the ongoing game, which is tantamount to a default and pay the corresponding penalty equivalent to the officiating cost.

5. All games involving walk-outs are automatically investigated by the Technical Committee. It will decide on whether the team that walks out may still be allowed to continue its participation in the Sportsfest or not.

J. Protests

1. The referee's decision is final. Any judgment call by a referee can never be questioned and can never be the basis for protest.
2. Only a technicality can be a basis for protest. Technicality refers to any violation of a guideline or procedure stated therein.
3. The team captain must indicate that he/she is putting the "game under protest" when signing the score book.
4. A formal letter of protest signed by the captain and coach must be submitted to the Technical Committee not later than 24 hours after the protested game. Otherwise, said protest becomes null and void.
5. The decision of the Technical Committee on any and all protests shall be final and executory.

K. Sportsfest Organization Set-Up

1. *Sports Committee.* The Sports Committee is the decision-making body of Summer Sportsfest. The members of the Sports Committee are appointed by the President of the Filhomes II Homeowners Association, Inc. subject to the confirmation of the Board. It consists of the chairpersons of the technical, program, finance, security, medical/first aid, and ways and means committee. The chairpersons, as well as other consultants, are appointed by the President subject to the confirmation of the Board and report directly to the President.
2. *Sports Representatives.* All Sports representatives are appointed by the Phase Governors. They are responsible for the compliance with the guidelines and procedures of the Sportsfest. They shall attend all meetings called for by the Sports Committee and coordinate with the Technical Committee in case of questionable entries in their team line-up.

As much as possible, Sports Representatives of the phases should be present during their team's games.

3. *Technical Committee.* The Chairperson of the Technical Committee shall come from the members of the Sports Committee. The Technical Committee is tasked with the following:
 - 3.1 To review and make the necessary amendments on the Guidelines and Procedures of the Sportsfest for the purpose of updating the same and making the recommendations for FHA II Board approval.
 - 3.2 To review the team line-up submitted by the Phases for compliance with the guidelines.
 - 3.3 To evaluate and resolve protests filed by teams.
4. *Program Committee.* The Chairperson of the Program Committee is appointed by the President. The committee is responsible for the programs during the opening and closing ceremonies. The chairperson prepares the budget for approval of the Board. Members of this committee are chosen by its chairperson.
5. *Finance Committee* is chaired by the Treasurer of the Board of Governors. Members are hand-picked by its chairperson. The committee's main responsibility is the disbursement, accounting and liquidation of funds used for the duration of the Sportsfest. The chairperson of the Finance Committee is directly responsible to the Board of Governors.

6. *Medical/First Aid Committee.* The Board of Governors shall tap the services of Filhomes II residents who are medical practitioners. The committee shall be chaired by a medical doctor and shall provide medical and first aid services on a “best effort” basis.
7. *Security Committee.* The Security Committee is chaired by the Head of Security of the Board of Governors. Members are composed of all the security guards/forces assigned in the Clubhouse and its surrounding areas. At least one security guard shall be assigned in the playing area during all games to maintain order.
8. *Ways and Means Committee.* The Chairperson of the Ways and Means Committee shall come from members of the Sports Committee. The chairperson is to appoint vice-chairpersons to be held responsible for the following:
 - 8.1 Physical Arrangement – maintains the playing areas/courts, goals, posts, lights and facilities necessary for the conduct of all games and events.
 - 8.2 Custody of Property – in charge of safekeeping of balls, nets, scorebooks, sound system, timers, whistles and all other materials necessary for the conduct of all games and events; coordinate with the Finance Committee in the procurement of all necessary materials.
 - 8.3 Officiating – acquires the services of a professional group of basketball and volleyball referees and table officials tasked to officiate during all official games; coordinate with finance committee in the payment of the honoraria to all officials after each game.

L. Endnotes

1. The following is the application of the “quotient system” in a triple or a quadruple tie in basketball:
 - 1.1 Only the results of the games they played against each other shall be considered.
 - 1.2 The first step in breaking the tie is to count their wins and losses against each other where a win means one (1) point and a loss means a zero (0). Team with the best win-loss records gets the top position, and so on. But should there still be a tie, then the next step follows.
 - 1.3 The second step constitutes the scores that the opposing teams have against each other. The difference of the team’s scores shall be added to the winner and deducted from the loser. The team with the highest quotient gets the top position and so on.
2. In case a team that defaults or forfeits a game (by walk-out) gets involved in a triple or quadruple tie, the quotient system in the second step shall be resolved in the following manner.
 - 2.1 The score of the losing team (the team that defaulted) shall be the lowest score it got in all of its games, and the score of the winning team shall be the highest score it got in all of its games. The difference shall then be the basis for the quotient system.
 - 2.2 In case the highest score of the winning team is lower than the lowest score of the losing team (the team that defaulted), then the winning team shall get a plus (+) 3 and the losing team shall get a minus (-) 3.

- 2.3 When the losing team walks-out then the score at the time of walk-out stands. If both teams are involved in a triple or quadruple tie and the difference of their scores at the time of the walk-out is less than three, then the team that walks-out get a minus (-) 3, and the winning team gets a plus (+) 3.
- 2.4 In case a team that walks-out of the game is ahead in the score and is winning the game or that the score is tied, and that both teams are involved in a triple or quadruple tie, the quotient system shall be resolved in the following manner. The score will be disregarded and the team that walks-out gets a minus (-) 3, and the other team gets a plus (+) 3.

CHAPTER IV

GUIDELINES ON RELIGIOUS ACTIVITIES

- A. Churches located inside the Subdivision (CLS) shall provide FHA II a Schedule of Regular and Special Masses or services and other Church activities on a yearly basis, preferably during the month of January. CLS shall also provide FHA II details of unscheduled activities at least three (3) days before the event/activity together with the time, duration and the estimated number of people attending. FHA II shall advise CLS immediately of any concerns with respect to security, parking and related matters which impact on FHA II's Rules and Regulations.
- B. FHA II shall inform CLS of any changes in its existing Rules and Regulations which affect the activities of CLS. CLS shall immediately advise FHA II of its concerns with respect to the above changes or amendments in its Rules and Regulations.
- C. CLS shall ensure that church activities which involve the playing of music, singing or clapping and other activities which produce noise are concluded or reduced by 10 P.M. This restriction shall be consistent with FHA II's Rules and Regulations governing the use of Swimming Pool and other Sports Facilities. Exempted from this restriction are activities during Christmas Eve, New Year's Eve, Patronal Fiesta, Lent, Easter, and other major church festivities, provided noisy activities are concluded by 12 midnight.
- D. CLS shall not allow their premises to be used as burial site, columbary or interment site for bone remains, cremation site, embalming or funeral parlor. From time to time, CLS in coordination with FHA II may allow the holding of a Special Mass in honor of a deceased Filinvest II resident wherein the mortal remains of the deceased may be brought to the Church during the Mass. No wake shall be allowed in the Church.
- E. CLS shall not allow construction or establishment of a school or any profit-generating structure.
- F. CLS shall issue Identification Cards with the co-signature of an FHA II Officer to its regular staff and Church Workers/Volunteers every year. FHA II will honor these ID's.
- G. In order to ensure that both facilities (e.g. parking areas, roads, etc.) of the CLS and FHA II are not unduly strained or overused, CLS shall ensure that any Church activity, except during Christmas Eve, New Year's Eve, Lent, Easter and other major church festivities, shall have a maximum number of people and vehicles commensurate to the physical limitations of the facilities. CLS shall also provide and augment FHA II's Security and Field Maintenance Crew for activities involving more than 100 people and more than 50 vehicles.

- H. CLS shall submit, for evaluation and approval, to FHA II's Construction Committee all of its building plans for any construction activity. FHA II shall also consider any request by CLS for the waiver of payment of Road Maintenance and Safety Fees subject to approval by FHA II's Board of Governors.
- I. FHA II and CLS shall endeavor at all times to embark on bilateral and joint-activities which would contribute to the general welfare of the Filinvest II community.

CHAPTER V

SECURITY AND SAFETY RULES

A. Objectives

1. To maintain order and security for the well-being and general welfare of Filinvest II homeowners.
2. To create and sustain an environment supportive to the attainment of the objectives and goals of Filhomes II Homeowners Association in maintaining a peaceful, healthful and wholesome community for all homeowners.

B. General Concept

1. Filhomes II Association President implements security procedures as approved by the Board of Governors through the Chairman of the Security and Safety Committee and the contracted Security Agency. The President can wholly or partially delegate his function to the Vice-President.
2. Security rules and regulations are implemented and coordinated by the Security Monitoring and Assistance Center (SMAC) headed by the Detachment Commander or OIC of the hired Security Agency.
3. The Chairman of the Security and Safety Committee, with its members and security marshals, exercises direct supervision over SMAC.
4. The Committee coordinates with police and barangay officials concerned in security matters as warranted.

C. Duties of the Security Force/Agency

The Security Agency is hired by Filhomes II to provide professional services for the security, safety and round-the-clock protection of Filinvest II homeowners and residents. As such, it is tasked to:

- Enforce security and safety rules and regulations of Filhomes II.
- Assist Filhomes II administration in enforcing construction rules and regulations.
- Maintain discipline and deportment of the security force as a whole as well as the individual security guards.
- Perform other duties as may be required by Filhomes II administration.

The Security force consists of the Detachment Commander, the Assistant Detachment Commander, sentinels manning the subdivision gates, and the roving guards. Supervision and monitoring are executed through the Security Monitoring and Action Center (SMAC). The Security and Safety Committee provides general supervision over the Security Force.

D. Access Control

One important policy to ensure security is to control access into the village, i.e., to limit entry to those who are authorized and deny entry to illegal intruders. This is done through physical barriers (perimeter wall) and the institution and implementation of the identification system at the gates: the use of security car stickers, car pass, and ID cards. Thus, the security guards at the gates are instructed to implement the following access control measures.

1. All homeowners of Filinvest II and those from adjacent subdivisions with whom we have memorandum of agreement shall secure security car stickers for their vehicles. Only vehicles with current FHA II Security Car Stickers (SCS) properly attached to their windshields shall be given immediate entry through Filinvest II gates. Furthermore, car stickers will be issued only to

homeowners who are in good standing and who have less than a year in arrears. Car stickers will likewise be issued to children living with parents/homeowners. (BR No. 109-2015, BR No. 016-2018)

2. The driver and passengers of vehicles without properly attached SCS should identify themselves, their reason for entry and their destination address. The driver should leave his valid ID with the guard-on-duty. In exchange, the driver shall be issued a car pass. The car registration plate of the driver's vehicle shall also be recorded.
3. Vehicles without properly attached SCS shall be subject to inspection.
4. If the security guards find a fake SCS attached onto the windshield, the owner of the vehicle would be held liable under pertinent laws.
5. Domestic helpers, family drivers or other private employees of homeowners and construction workers are required to present their Filhomes II IDs at the gates when going out or entering the subdivision.
6. Delivery vehicles including those for construction materials shall be allowed to enter the village at Gates 1 and 8 only, except for those whose destination is in Sitio Veterans wherein they are required to pass thru Violago Street and Gate 4. All deliveries other than food and water shall be limited from 8:00 am to 5:00 pm only. Delivery trucks and other commercial vehicles are required to pay toll fees. Drivers must surrender their respective driver's license to gate guards in exchange for the car pass. (See Appendix C)
7. Bringing out of materials and belongings such as furniture, appliances, computers and household effects should be allowed only if accompanied by the homeowner, or with authorization from the Association or with authentic, verified, written authority from the homeowner concerned. This applies to homeowners of adjacent subdivisions.
8. Entry of newsboys, peddlers, agents, vendors or solicitors are prohibited unless valid Filhomes II ID or written authority from the Association is presented.
9. Meter readers, bill collectors and postmen may be allowed entry only upon presentation or verification of valid company IDs or written authority from Filhomes II. Their names and purposes of entry should be recorded in the appropriate logbook.
10. Taxis are allowed entry only after proper identification of the passenger, his/her destination verified. Guards-on-duty must obtain clearance from the homeowners to be visited especially at night before entry is allowed. Drivers should deposit their valid driver's license to the guard in exchange for a car pass.
11. Construction workers and laborers to work in adjacent subdivisions should be allowed entry upon presentation of authority from the administration of the subdivisions concerned or clearance from the Filhomes II Administration.
12. Visitors on board vehicles are required to secure a car pass. To secure a car pass, the driver of the vehicle should deposit his driver's license to the guard. The name of the visitors in the car and the name of the homeowner to be visited should be submitted to the guard-on-duty at the gate. Pedestrian visitors are required to submit acceptable identification before entry is allowed at the gates. The guard shall obtain clearance from the homeowners concerned before allowing the visitors to proceed.

13. Barriers and pole stops should be closed at all times and will be opened only when the entry of vehicles is allowed.

E. Traffic Rules

1. *Vehicles*

For practical purposes, vehicles refer to any motorized conveyance with two wheels or more.

2. *Speed Limit*

Maximum speed limit inside Filinvest II subdivision is 20 kph. (BR No. 092-2023)

3. *Driving a Motor Vehicle*

3.1 No one is allowed to drive any motor vehicle inside Filinvest II subdivision without a driver's license issued by LTO.

3.2 Student Driver with a student driver permit may be allowed only when accompanied by a professional driver.

3.3 Practice driving is prohibited inside the subdivision.

3.4 Drag racing is strictly banned inside the subdivision.

4. *Overloading*

4.1 Overloaded vehicles are not permitted inside the subdivision. Any overloaded vehicles will be barred entry to the gates inside the subdivision, the security force shall prevent overloaded vehicles to be driven around.

4.2 Motorcycles with more than two persons on board are not allowed inside the subdivision.

5. *Intoxicated Drivers*

Persons under the influence of liquor are not allowed to drive any type of vehicle inside the subdivision.

6. *Overtaking*

6.1 Overtaking should be done with maximum caution to prevent accidents.

6.2 Overtaking is not allowed on blind curves, deep slopes and the likes.

7. *Motorcycle Drivers*

Safety/crash helmets should be worn by motorcycle drivers inside the subdivision.

8. *Parking*

8.1 Parking on blind curves or corners is not allowed.

8.2 Double parking is not allowed.

8.3 Driveways should be cleared of all vehicles or any obstruction at all times.

8.4 Vehicles should be parked parallel to the road nearest the gutter as to avoid obstruction to traffic.

8.5 All roads with a width of 4.5 meters or less are "NO PARKING ZONE" to allow firetrucks and ambulances to pass in cases of emergencies. (BR No. 104-2022)

9. *Smoke Belchers*

Vehicles emitting excessive smoke/fumes are banned within the subdivision.

10. *Littering*

Throwing of waste while in transit inside the subdivision is strictly prohibited.

11. *Unregistered Vehicles*

Unregistered vehicles are banned inside the subdivision. Unregistered vehicles shall be prevented from entering any gates of the subdivision. If unregistered vehicles are found being driven inside the subdivision, the security force shall apprehend them and refer the matter to government agencies concerned.

F. Identification Cards, Others

1. Domestic helpers, family drivers and other private employees of homeowners are required to secure ID cards from Filinvest II office. The Application Fee of house-help, drivers, and other private employees of Delinquent FHA II Homeowners shall be One Thousand Pesos (P1,000.00) per Identification Card. (BR No. 073-2023)
2. The ID should be worn/used only while working/employed in the village. When the employment is terminated by the homeowner, he/she shall retrieve the ID from the terminated domestic helper or family driver.
3. All construction workers are required to secure ID's and uniforms before they can start to work and be allowed to enter the village. Contractors must surrender ID's issued to construction workers after completion of the project, or if the worker is terminated before completion thereof. Failure to present the ID will be penalized P500/worker and P2,000/homeowner. (BR No. 093-2023) All retrieved ID's shall be turned over to the Admin Office.
4. Workers temporarily hired by homeowners for home repairs who will work for less than 10 days are required to submit a letter of authorization from the homeowner concerned stating the following: a) Name and address of homeowner; b) Name and address of workers with designation or position; c) Type and Duration of work to be done.

G. Emergencies

1. For emergencies, whether criminal or non-criminal in nature, homeowners should call SMAC for immediate assistance. The security guard-on-duty will make every effort to provide the necessary assistance to the homeowner concerned.
2. For fires involving residential and other buildings, homeowners should call SMAC for proper assistance and/or call the nearest fire department at once.
3. Bush fires in vacant lots/areas or fires at construction sites should be reported right away to SMAC.
4. Any person is prohibited from throwing cigarette butts or any incendiary materials on vacant lots or similar areas to prevent bush fires.

H. Household Pointers on Security and Safety

Homeowner's Responsibility –

- Homeowners are directly responsible for the protection of their homes and household members. They must institute or adopt preemptive measures within their residential premises to ensure the safety and security of household members and properties.
- Security guards are to undertake crime prevention activities and provide security assistance and support to homeowners.
- Homeowners are expected to report or coordinate at once with SMAC any observed unlawful or criminal acts or intents (Tel. No. 8931-5099 and VIBER Number 0945 984 77 08) within or outside their residential premises so that the Security Force can respond accordingly.

1. *Distress Signals*

1.1 Signals for residents in need of help

- 1.1.1 Police whistles blown inside or outside houses
- 1.1.2 Continuous on and off blinking lights inside or outside the house

Neighbors reading distress signals must immediately contact the security guards for immediate assistance.

Guards on duty must promptly respond but must take precautions to avoid putting the beleaguered household in danger. Safety of household members is the primary concern of Security, catching culprits is secondary.

Culprits, after initial investigation/interview by Security, must promptly be turned over to Barangay/Police for investigation and filing of proper criminal charges.

2. *Security and Safety Measures (For Homeowners)*

2.1 General Application

- 2.1.1. Keep two (2) or more police whistles in strategic places inside the house to be used as signal for help, to facilitate being heard by adjacent neighbors and security guards.
- 2.1.2. Use blinking or on and off lights as distress signals for help. Ensure that neighbors and security guards will read your “emergency codes” accordingly.
- 2.1.3. Turn on rear and/or front door lights at night whether you are in or out of the house.
- 2.1.4. Provide double-cylinder locks for doors with glass panels which require inside keys. Use pin-tumbler locks for outside doors for best protection. Place a piece of wood or aluminum bar at the bottom track of sliding glass door or windows to prevent movement.
- 2.1.5. Interchange or change existing locks at all times when moving into a new house.
- 2.1.6. Ensure a standard height of ten (10) feet for your fence. If possible, install barbed wire toppings in tow-in position. This will serve as effective physical barrier against easy escape by intruders.
- 2.1.7. Immediately report to the Association for proper action growing tall cogon grass on vacant spaces near your house. This may serve as ingress or hiding places for intruders.
- 2.1.8. Cut trees and trim shrubbery along the perimeter fence periodically. Unattended growing plants may serve as entrance or concealed venue for potential burglars.
- 2.1.9. Keep ladders locked up when not in use.
- 2.1.10. Do not keep large sums of cash or valuables at home; rent a safe deposit box. These may serve as temptations to any household help.

2.2 When at Home

- 2.2.1 Train your maids/houseboys to be security-conscious. Give them careful and rigid instructions on each of the items enumerated below.
- 2.2.2 Keep outside doors locked at all times even while outside the house for a short time to work in the yard, hang laundry or do anything for that matter. Thieves tend to watch movements of residents while inside or outside, then momentarily approach from an opposite side and subsequently enter through unlocked doors to steal.

- 2.2.3 Make a SAFETY CHECK each night before retiring. Ensure all doors and windows are locked and proper lights are on.
- 2.2.4 Do not automatically open door whenever the doorbell rings. Carefully check by other means who the caller is, for he may be a thief in disguise.
- 2.2.5 Be suspicious of frequent, random or continuous "wrong number" telephone calls. Do not give your phone number or address to unknown callers. Do not insinuate or admit that you are alone at home.
- 2.2.6 Do not permit any strangers to enter the house to use the telephone. If you believe you have to accommodate him, offer to make the call for him.
- 2.2.7 Use keen judgment in admitting salesmen or repairmen; demand presentation of credentials.
- 2.2.8 Do not patronize peddlers or buyers who may be potential burglars.

2.3 When No One is Left At Home

- 2.3.1 Take great care in selecting maids, drivers, or other household helpers. Ensure that they are honest, trustworthy and reliable. Demand reference of previous employment and recent picture. Insist on their taking the same precautions as you do. Give them the telephone numbers of places where they can reach you and security guards.
- 2.3.2 Before going out at night, leave one more light on inside the house and possibly a turned-on radio soft enough to be heard outside to give the impression that someone is in.
- 2.3.3 Do not leave door keys under the flower pots or doormats.
- 2.3.4 Burglars are keen observers of unoccupied residence; leave your house with live-in appearance that serves as a deterrent to any burglaries. Do not leave notes or signs that may inform or give the hint that no one is at home. Double check all doors and windows to ensure these are secure before departure. Advise the Commandant of the security guards that no one is at home for proper action.
- 2.3.5 If you find a door or window forced open or broken while you were absent, DO NOT ENTER. The criminal may still be around. Immediately call the security guards.

2.4 Helping Your Neighbors

- 2.4.1 Help your neighbors by responding to their needs as you wish them to do the same to you. A neighbor's call to our security guards may save a life and property.
- 2.4.2 Know your neighbors well to be certain they are not strangers when you see them in the vicinity to avoid inadvertent misidentification.
- 2.4.3 Talk to your neighbors about problems, prevention, solutions or ways to fight crime. To lessen possibilities of occurrences, conduct joint cooperative sessions to keep vigil on each other's homes. Work out a "code" to signal parties concerned of any burglary.
- 2.4.4 Immediately telephone the security guards to notify them of the presence of any prowler or suspicious persons, or of any unusual occurrence within the premises of your own home or that of your neighbor, particularly during the night. Be patient enough to wait for help when response seems slow; do not assume that security and law enforcement agencies have already been summoned because culprits usually approach in silence to seek avenues of escape which takes time. Besides, an erroneous assumption may mean a very expensive risk.
- 2.4.5 Write down vehicle license plate number used by suspicious characters in the neighborhood.
- 2.4.6 Be careful about buying goods offered at temptingly low prices. You may be buying stolen goods.
- 2.4.7 Follow these instructions upon discovery of a burglar inside your house.

- (i) Do not turn on the lights; this frightens the burglar; he came to steal and not to harm.
- (ii) Use pre-arranged signals (loud whistles or blinking lights) to apprise departure of culprits.
- (iii) Immediately call the security guards when burglarized. Do not touch anything until authorized personnel have completed processing latent fingerprints.

I. Supplementary Provisions

As warranted, Filhomes II, through the Security and Safety Committee, may issue from time-to-time procedural directives and policies for matters not covered by this Manual.

CHAPTER VI

CONSTRUCTION RULES

The beauty and value of a subdivision to a large extent may be traced to the way the houses therein are constructed and the manner its lots are utilized by its homeowners. Unregulated construction and lot use will in time cause any subdivision to deteriorate.

Definition of Terms

- 1) Refundable Cash Bonds
These are cash deposits held by the Association to answer for any violation penalties of the applied work/project. These are non-interest bearing and are refundable in toto or net of penalties upon receipt of Occupancy Permit and upon submission by the refunding party of the pertinent Official Receipt.
- 2) New Construction
These are projects where a structure will rise where before no structure existed; or where an old structure has been demolished in full or in part and a new structure is erected in the space where once the old/demolished structure stood.
- 3) Major Renovation/Repair
These are projects where the work to be undertaken will touch the superstructure of the existing building such as footings, columns, beams, floor slabs, floor framing, roof framing, etc.
- 4) Minor Renovation/Repair
These are projects where the work to be undertaken are small in scope and/or magnitude, such as replacement of ceilings, partitions, cabinetry, change of tiles, painting, etc. Such projects will not entail upgrading of the area to be renovated/repared (e.g. changing of wooden ceiling made of plywood also with plywood, or changing rusty gutters, etc.)
- 5) Excavation
Includes approved deep well applications aside from the approved basements, cisterns, driveways, etc.
- 6) Final Inspection
Final inspection is conducted when the entire project has been completed and all construction debris has been removed from the project site.
- 7) Easement Rule
Whatever the easement on the ground floor, so shall the easements be on the upper floors and below ground.
 - Residential - Fronting streets: minimum of 3 meters distance between building line and property line.

- Sides & rear: minimum of 2 meters distance between building line and property line
- 8) Roof Line
Reckoned from the edge of the eaves to the property line.
- Fronting streets: 1 ½ meters minimum distance
 - Sides and Rear: ½ meter minimum distance

A. Houses and Lots

1. All building plans must first be approved by the Association and thereafter must be strictly complied with. All violations will be subject to actions deemed wise by the Board.
2. Lots shall be used strictly for residential purposes only. No house or structure of any kind shall be used for commercial or industrial activity, for any illegal or immoral trade or use.
3. Each lot shall be used for one single residential building only. Condominiums, duplexes or apartment houses are prohibited.
4. Before any house within the subdivision is rented out, the lease contract must first be submitted to the Board for its approval. No contracts covering houses that either violate the Building Code or any of the rules of the Association shall be approved. When approved, it shall be the primary responsibility of the homeowner to see that his tenant complies with all Association rules, including the payment of dues and social assessments.
5. No commercial or advertising sign of any kind shall be allowed in lots and residences. However, nameplates, not exceeding 4 inches x 20 inches, for professionals residing within the subdivision, may be permitted.
6. Owners of houses/lots or lots for sale may display thereon "for sale" signboards not exceeding 40 cm x 80 cm.
7. No animals of any kind, such as cattle, goats, ducks, roosters and rabbits shall be allowed within any part of the subdivision. Homeowners however may be allowed the company of household pets, if the same do not disturb the neighborhood or cause prejudice to anyone in any way. Pets refer exclusively to domesticated dogs, cats, and caged birds.

B. Vacant Lots

While the subdivision is not yet fully populated, we have to live with vacant lots. Because vacant lots are by definition unused by their owners, it is easy for resident homeowners to use them in ways that serve only their ends but not those of the community.

1. Vacant lots must not be used for:
 - 1.1 dumping garbage;
 - 1.2 dumping unused or unwanted construction materials or debris;
 - 1.3 raising of animals or fowl, including game cocks;
 - 1.4 basketball or any other sports;
 - 1.5 makeshift structures, like rests or shades, unless approved by the Board;
 - 1.6 parking, especially of old and dilapidated vehicles including container vans;
 - 1.7 hanging laundry; and
 - 1.8 Dumping or storing any material, especially the kind which is not just an eyesore, but a fire hazard as well.
2. The burning of cogon grass, wood, dried leaves and other materials in vacant lots is strictly prohibited. Unwanted or excess materials around the house or construction sites will be disposed of like garbage, that is, picked up by the garbage collectors or by the contractor.

C. Use of Lots

1. Lots may not be subdivided; however, three or more lots may be consolidated and subdivided into a lesser number of lots, provided that none of the resulting lots be smaller in area than the

smallest lot before consolidation, and the consolidation shall be approved by the Association and the Land Registration Authority and duly registered in the office of the Register of Deeds of Quezon City. Lots shall be used only for residential purposes.

2. Only one single family house may be constructed on a single lot. Duplex housing shall not be allowed.
3. Commercial or advertising signs shall not be placed, constructed or erected in the lots, other than “for sale” signboards which should not exceed 40 cm x 80 cm in size.
4. The lots shall not be used for immoral or illegal trade or activity.
5. Vacant lots may be used as parking areas and for temporary storage with commensurable amount of Four Hundred Fifty Pesos (Php450.00) per month. Lot owners will be advised and their consent/approval be obtained on the use of their properties. Collected fees may be credited to the Lot Owner’s dues. (BR. No.035 (see BR.090 2023))

D. Building and Plans

Any proposed construction activity, large or small, requires a construction permit from FHA II and must strictly comply with these Construction Rules and Regulations. Construction, renovation or extension of new or existing residences, swimming pools, bathhouses, trellises, fences, driveways, antenna towers, terraces, and domestic help’s quarters, garages, gazebos, water tanks, guard houses, roofs on gates, or any other structure is covered by these Rules and Regulations. Any violations of these Rules and Regulations may result in the revocation of the FHA II construction permit, stoppage of construction activities, banning of workers, or the imposition of fines or penalties prescribed by the Board of Governors.

E. Pre-Construction

1. **Proof of Ownership.** A copy of the Deed of Absolute Sale or Transfer Certificate of Title is required to prove ownership of the lot where the house will be constructed.
2. **Preparation of Plans.** Before the preparation of his or her house plans, the Owner shall secure the Construction Rules and regulations.
3. **Site Inspection and Investigation.** The architect and engineer of the Owner must conduct site inspection of the lot prior to preparation of house plans. They should acquaint themselves with the ground features, utility-service connections, and other improvements in relation to the lot.
4. **Lot Plan and Relocation of Monuments.** The Owner shall secure a lot plan duly signed and sealed by a Geodetic Engineer. The Owner shall be responsible for the official verification and relocation of monuments of his/her lot.
5. **FHA II Requirements for Approval.** FHA II shall signify approval of the application by issuing a construction permit to the Owner upon submission of requirements:
 - 5.1 Review of plans that may conform to Construction Rules and Regulations.
 - 5.2 Pay the Construction bond and Administrative/Inspection Fees.
 - 5.3 Letter of Consent from adjacent lot owner in case of firewall.
 - 5.4 The Owner and Contractor/Architect are required to sign a notarized joint undertaking.
 - 5.5 The owner must submit a written General Authority to inspect, giving the FHA II Board of Governors, Construction Committee members, and/or any FHA II authorized representatives and/or members of the FHA II Security Force the authority to enter the construction site and inspect the premises at any time in order that verification of overnight workers can be made to include checking relative to security situations and enforcement of the Rules and Regulations of the Association.

- 5.6 The Owner shall undertake that in case of sale of the property, the new buyer thereof will, with the approval of the Association, assume all the undertakings contained in this Agreement. Otherwise, they shall continue to be responsible for the same.
6. **Submission of Plans.** The Owner shall submit for approval to FHA II two (2) complete sets of the following plans:
- 6.1 Vicinity map and Site Development Plans
 - 6.2 Lot plan showing bearings and distances
 - 6.3 Working Drawings or Construction Plans
 - 6.3.1 Architectural
 - 6.3.2 Structural
 - 6.3.3 Electrical
 - 6.3.4 Plumbing/Sanitary
 - 6.4 Four (4) elevations, front, rear, left side, right side
 - 6.5 Two (2) sections (longitudinal and cross)
 - 6.6 Roof Plan
7. **Generator Set.** In order to reduce the noise, vibration and pollution levels caused by generator sets (genset) which can become a source of quarrels and complaints amongst neighbors, the following rules and regulations, based on the National Pollution Laws, are hereby promulgated by the Association.
- 7.1 No genset shall be installed without prior permit from the Filhomes II Homeowners Association. All applications must specify the type (regular, silent or soundproof), kind and specifications of the genset and identify the proposed location. Only gensets that comply with the noise, vibrations and pollution levels fixed by the National Pollution Laws will be authorized in accordance with laws. The applicant must first secure the written consent and/or approval of his immediate neighbor in front, at the back and on both sides of his lot.
 - 7.2 The plans indicating the location of the proposed genset and complete specifications showing the type of housing to be provided should be submitted.
 - 7.3 The applicant shall be required to post a P10,000.00 cash deposit, refundable after the installation of the genset, if found in conformity with the building rules and requirements of the Association. An inspection fee of P1,000.00 will also be charged to cover processing of the plans and inspection services to be made before and after the installation of the genset.
 - 7.4 The genset must be provided with proper housing with insulation to reduce the noise level.
 - 7.5 The genset should be provided with adequate muffler and exhaust piping system which height must be higher than the roofline of the immediate neighbor to eliminate pollution around the neighborhood.
 - 7.6 A prescribed form shall be accomplished to provide all the information and required data regarding the genset.
 - 7.7 The genset cannot be constructed within the easement zone.
8. **Term Restrictions.** The foregoing restrictions shall remain in force during the life of the Association, unless sooner cancelled in its entirety by two-thirds (2/3) votes of the members in good standing of the Filhomes II Homeowners Association. However, the Association may, from time to time add new ones, amend or abolish, particular building and architectural restrictions only or parts thereof by majority rule.
9. **Enforcement of Restrictions.** The foregoing restrictions may be enjoined and/or enforced through court action by the FilInvest II Homeowners Association or by any registered owner of land within the boundaries of Filinvest II or by any member in good standing of the Filinvest II Homeowners Association.

10. **Interpretation of Restrictions.** Where there appears to be any conflict in the interpretation of these restrictions, the interpretation will be made by the Board of Governors. Regulations referring to construction on easements will be construed strictly in favor of keeping easement areas as free from structures as possible. The decision of the Board of Governors shall be final, and such decision will become part of the Building Regulations.

11. **Utility Services.** The Owner shall apply to the entities or utilities concerned for services: water-MWSI, electrical connection-Meralco, and telephone-PLDT or other Telephone companies.

In case of new water connection that will require breaking of street, sidewalks and gutters, FHA II will undertake the restoration to assure quality and timely action (instead of Maynilad Contractor). The cost of restoration will be charged to the homeowner/applicant. No Maynilad Contractor can start excavation work without the excavation clearance form FHA II. Maynilad will approve and release service connection application to its contractor, only after the restoration fee has been paid to FHA II. (Refer to corresponding MOA between Maynilad and FHA II).

12. Permits and Clearances

12.1 A bodega or area of stockpiling is authorized only on the Owner's Lot. Use of another Lot requires the prior permission of FHA II in writing. Stockpiling of materials on Common Areas such as sidewalks, easements, alleys, streets and open spaces is prohibited.

12.2 Cutting of trees is prohibited unless there is prior permission from FHA II.

12.3 Construction Personnel ID's

12.4

Application forms for ID's for construction personnel or workers must be secured from FHA II office. No ID application will be processed until the worker has submitted his or her National Bureau of Investigation (NBI) Clearance, Police Clearance , or Barangay Clearance – any of the three – and a letter from the Owner authorizing issuance of the ID in connection with the construction. No worker shall be allowed entry to or exit from the Subdivision without the worker's ID which must be worn at all times. FHA II reserves the right to refuse provision or recognition of, to revoke or to cancel any worker's ID at FHA II's sole discretion.

12.5 Operational latrine, barracks, bunkhouse, bodega, bathhouse, and temporary kitchen. To observe proper hygiene and waste disposal, the Owner shall cause the builder or contractor to provide operational latrine, shower, bathhouse and barracks on the lot during the construction period. The said structures will be temporary and restricted as follows:

(a) No clothesline maybe installed within public view.

(b) The barracks, latrine and bathhouse must be maintained in a clean and sanitary state at all times, well covered, and kept from public view; water used must be properly connected and metered.

(c) Protected area for cooking must be provided with fire extinguisher.

12.6 Women and Children. Women and Children are not allowed to loiter or live in the project site.

12.7 Burning. No burning of waste materials shall be undertaken at the project site.

F. Homeowner's Construction Bond (Guarantee Deposit)

Construction Bond (refundable) is forfeited in favor Filinvest II Homeowners' Association within two (2) years upon completion of the construction or physical occupancy of Homeowners whichever comes earlier (BR No. 033-2023) and processing and inspection fees and administrative charges shall be deposited with the Association by the Owner before the start of the construction to guarantee faithful compliance with the approved plan and FHA II rules and regulations, payable upon submittal of plans for approval by the Association. Furthermore, an Affidavit of Agreement signed by the Contractor shall be executed before the start of any construction project (BR No. 033-2023).

An occupancy permit is a requirement for the refund of the Construction Bond (BR 2008-019)

(BR 2023-070 follows)

Construction Bonds shall be forfeited in favor of the Association in cases where the construction of the house/home is not completed and final inspection made within the following prescribed periods:

Construction of houses for an area with less than or equal to 500 square meters to be finished within 12 months from the start of the construction.

Construction of houses for an area of more than 500 square meters but less than 1,000 square meters to be finished within 18 months from the start of the construction.

Construction of houses for an area of more than 1000 square meters but less than 2000 sqm to be finished within 24 months from the start of the construction.

Construction of houses for an area of more than 2000 sqm to be finished within 36 months from the start of the construction.

1. New Construction/Major Renovation

1.1 Construction Bond - PHP1,000.00 per square meter (BR 2023-068) of floor area including covered garage or patio

1.2 Administrative Charges (non-refundable) equivalent to 20% (BR 2023-068) of Construction Bond as payment for processing, review of plans, inspections and other related costs.

2. Minor Renovation

2.1 Construction Bond – P200.00/sq.m. of floor area

2.2 Processing and Inspection Fees – P20% of Construction Bond

3. Demolition

3.1 Contractor's Bond – P50,000.00

3.2 Processing/Inspection Fees – P10,000.00

4. Fencing

4.1 Construction Bond – P30,000.00 (BR 2020-095) (BR 2023-068)

4.2 Processing/Inspection Fees –P3,000.00

5. Miscellaneous Repairs

5.1 Construction Bond – PHP20,000.00 (BR 2023-068)

5.2 Processing/Inspection Fees – P2,000.00

An additional administrative charge of P1,000.00 per month will be deducted from the refundable portion of the Bond for the construction period exceeding twelve (12) months. In the event that the building construction is suspended for a period of three (3) months or more, the Construction Bond shall be forfeited by the Association for nuisance and/or damage/s caused by the cessation of construction and failure with time limits.

1. The construction bond is refundable after the construction is completed and determined to be in compliance with approved plans. The construction bond herein provided shall be forfeited in favor of the Association in the event that there is deviation or violation of the approved construction plans without prejudice on the right of the Association to compel correction of the violation.
2. Should the accumulated administrative charges, fines and penalties exceed construction bond, the owner has to pay the difference to the Association. It is further understood that the Construction Bond as posted in this office will be used to demolish any violation of FHA II Building Rules and Regulations and any fine imposed by this office during the Construction stage shall be automatically deducted. In case, wherein the construction bond has been depleted due to demolition rectification of works and other penalties imposed by this office the same shall be replenished to its full amount.
3. FHA II will refund the Construction Bond without interest to the owner upon 100% completion. The term 100% shall mean completion of the residential edifice in accordance with the approved plans, utilities and permanent fixtures finished, hard and soft scrapings installed and ready for immediate use and occupancy. The adjacent premises, cleaned of construction debris, etc. and the Occupancy Permit from the City Engineer's Office has been secured. The refund of the Construction Bond may be applied as payment of outstanding arrears/ dues to the Association. (BR 2009-061) provided that: a. the construction has been completed, and b. the concerned Homeowner have executed the corresponding authority to apply his/her construction bond to his/her Association dues. (BR 2015-121)
4. Offensive-to-Sight Structures (Structural radio/TV Antenna, etc.) – No structure which is not physically contiguous to a residential building may be constructed that is offensive-to-sight, such as water tank tower and the like, unless all contiguous neighboring lot owners shall have first submitted their respective written consent thereto, in which event such a structure if exceeding two (2) meters in height from the original ground level but not higher than 10.5 meters may be constructed but not within setbacks, provided, however, that all doubts shall be resolved by the Construction Committee and/or Board of Governors of the Association in favor of the structure being offensive-to-sight.

Other structures which are not physically contiguous to a residential building such as structural radio or TV antenna, flagpoles, screened and unroofed greenhouses, underground or above the ground water tanks and reservoirs, pump houses for booster pumps may be allowed provided the following requirements are observed:

- 4.1 Plans for such structures are first submitted to the Association for approval. The Filhomes II Homeowners Association shall require such plans to be made and signed by a Structural or Civil Engineer to ensure structural adequacy and safety.
- 4.2 The maximum height for above the ground water tanks and reservoirs, pump houses for booster pumps and swimming pools shall not exceed 2 meters; screened

and unroofed greenhouses at 3 meters high; and for radio antenna tower, not to exceed 20 meters from the original ground level.

Construction of communication towers will require Board approval.

- 4.3 That the Filhomes II Homeowners Association shall not be held responsible or co-liable for any damage/s to life and/or property, should such structure fall whether by accident or force majeure, or for any other causes.

G. Construction

1. Schedule of Inspection – The Architect/Engineer retained by the Association shall undertake the following schedule of inspection on construction jobs:

1.1 For Original Construction

- 1.1.1 1st Inspection – excavation work of foundation prior to concreting.

Request for 1st Inspection of Foundation Works to verify if easement rules are complied must be filed at least ten (10) days prior to pouring.

Failure to make a request for 1st Inspection and resulting to violations of easement rules (concrete pouring was done despite clear violation of required setback requirements) shall mean automatic full forfeiture of the construction bond without prejudice to the right of the Association to compel correction of the violation.

Failure to comply with above rule on “first inspection” prior to pouring although resulted to correct layout and compliance with the easement rule is considered an administrative violation and therefore will be levied with a fine.

- 1.1.2 2nd Inspection – construction of interior partitions showing particular habitable room lay-out.

- 1.1.3 3rd Inspection – construction of roof framing showing the extension of eaves and gutter lines.

- 1.1.4 Final Inspection – completion of construction prior to release of construction bond.

1.2 Remodeling/Additional Construction

- 1.2.1 1st Inspection – excavation works of foundation prior to concreting and/or construction of walls in progress.

- 1.2.2 2nd Inspection – completion of roof framing and/or close to completion of construction.

- 1.2.3 Final Inspection – completion of construction prior to release of construction bond.

Nothing herein contained shall be construed to prevent the Association from conducting intermittent inspections of the construction work in addition to the

above-specified inspection schedule to ensure compliance with the approved plans as well as the Rules and Regulations of the Association.

2. Site Enclosures

All construction sites are required to provide enclosures (sawali, G.I. sheet, plywood, plastic) on all sides of the lot. The enclosure shall follow the height and scope of the construction to ensure the safety and privacy of existing residences and residents.

- 3. Excavation Works** It is the responsibility of the Homeowner to provide all necessary protective structures (shoring, rip-rap, etc.) when undertaking excavation works. The Homeowner is liable for all damages that his/her excavation works may cause to adjacent properties, sidewalk, green strip, street and utilities. The sidewalk, green strip and street shall be cleared of all debris, soil and adobe while work is in progress. Any excavation work exceeding a depth of one and a half (1.5) meter requires a proper retaining wall.

4. Excavated Materials

All excavated materials shall be hauled out of the Subdivision if not to be used in the construction site. A maximum of sixty (60) days is allowed for stockpiling excavated materials on open lots. These shall be immediately hauled out of the Subdivision thereafter.

5. Technical Rules and Specifications

The following applies to all Residential Lots in the Subdivision:

5.1 Deed of Restrictions

All provisions of the Deed of Restrictions on the Lot shall be strictly observed.

5.2 Setback Requirements

The required setbacks from the property line are as follows: (measured from the surface of the wall/column or any projection of the house to the property line)

- 5.2.1 three (3) meters for any building structure or other appurtenance fronting the street;
- 5.2.2 two (2) meters for any building structure or other appurtenance at the sides and rear;
- 5.2.3 No columns/posts or load bearing walls are allowed at minimum setback/property line (except posts for fence and gate supporters only);
- 5.2.4 Minimum building and roof line limits must be strictly observed at all floor/roof levels;
- 5.2.5 No structure shall protrude outside property line.

5.3 Height Restriction

Prior to the start of construction, the parties (consisting of the Owner or his authorized representative, the contractor or builder, and the authorized representative of FHA II) shall meet at the construction site to determine and agree on:

- 5.3.1 A single point on the sidewalk adjoining the lot, which point will be marked and identified by a permanent steel marker at least three-fourths (3/4) inch in diameter and eight (8) inch long imbedded in the sidewalk;
- 5.3.2 The highest point of solid land as originally cleared by the Developer;

- 5.3.3 The difference in height between the original reference point of item 5.3.1 above and the highest original ground-level point of item 5.3.2 above will be ascertained and measured by use of a carpenter's level; it will be noted in writing on the official copies of the approved plans and agreed to and signed by the Parties; and
- 5.3.4 The height of the completed structure shall not exceed 10.5 meters above the highest original ground level point of item 5.3.2 above plus the height, if any, between the original reference point and the highest original ground-level point as noted on the approved plans.

5.4 Water

A pipe that is no more than one inch in diameter may be used between the water main and the water meter. Water booster pumps are prohibited between the water main and the water storage reservoir on the lot. Cisterns and septic vaults should observe one-meter minimum setback from the property line.

5.5 Trellises

Only non-combustible, non-load-bearing and cantilevered open trellises w/o posts, walls or roof) is allowed at maximum sides/near setbacks or flush to property line. Wood or combustible trellises must have a setback of one meter from the property line.

5.6 Uncovered terraces are allowed without setbacks; covered terraces must follow the Setback Requirements.

5.7 Walls and Fences

Solid walls around the property must not exceed two (2) meters height from the original ground level; cyclone wire fence must not be higher than four (4) meters from the original ground level and must be fitted on pipes 1.5 – 2.0 inches in diameter and firmly anchored to concrete posts and foundations.

Owners of lot or near slopes or hilly terrain, whether at top, bottom, or in between, must plan and construct their retaining walls for their own as well as their neighbors' safety.

5.8 Antenna Towers

Antenna towers must be properly designed and constructed to withstand strong winds and earthquakes and must conform to Setback Requirements.

5.9 Gazebos may be allowed provided that all sides are open and subject to the Setback Requirements.

5.10 Guardhouses may be constructed inside the front gate area for sentry duty only, and not as sleeping quarters. The floor area must not be bigger than 1.20 meters by 1.20 meters, and its roof must not protrude beyond the property line.

5.11 Roofs on gate must not be bigger than 1.2 meters by 1.2 meters and must not protrude beyond the property line.

5.12 Water-storage Reservoirs or Tanks

Water storage tank towers must be properly designed and constructed to withstand strong winds and earthquakes and must conform to the Setback Requirements.

5.13 Booster Pumps

Booster pumps directly connected to the water main are not allowed. However, the booster pumps maybe installed to draw water from a storage tank of adequate capacity supplied by natural pressure from the water main.

5.14 Plant Boxes

Permanent plant boxes, gardens or other structures made of concrete or other materials are prohibited on the green strip in front of individual Lots.

5.15 The FHA II may at any reasonable time, inspect the construction site, to ensure compliance of these rules.

5.16 The Owner and/or Contractor should notify FHA II on the schedule of concrete pouring for proper inspection before pouring of any structure.

6. Behavior and Discipline of Workers

The owner shall be held responsible for the behavior and discipline of all persons working on his or her construction project, including his or her domestic help, contractors, architects, engineers, suppliers, foreman, construction workers and security guards.

6.1 Working Hours

Construction work will be allowed from 8 A.M. to 5 P.M., Mondays through Saturdays. Work after 5 P.M. requires prior approval from FHA II on exceptional case-to-case basis. Work on Sundays as well as legal and non-working holidays may be allowed provided a request is filed within FHA II 24 hours prior to the overtime work; approval is secured, and provided further that neighbors do not complain of noise or fumes

6.2 Curfew

No one associated with the construction except the Owner, may roam around or stray from or leave work site between 8 P.M. and 5 A.M.

6.3 Drinking

6.4 No drinking of any alcoholic or intoxicating beverage is permitted. Intoxicated construction personnel and workers shall be removed and permanently banned from the Subdivision.

6.5 Gambling

No gambling, or betting with money, in any form is allowed.

6.6 Public disturbance

Noise or disturbance especially during curfew hours is strictly prohibited. This includes loud singing or radio sets, boisterous talk or laughter, abusive or profane language.

6.7 Deadly weapons

Firearms and other deadly weapons such as bladed weapons (fan knives, hunting knives, bolos, etc.) are prohibited in the Subdivision. All dangerous tools and pointed objects must be securely kept inside toolboxes. Offenders involved in any incidents shall be permanently banned from the Subdivision.

6.8 Grave misconduct

Any construction personnel or worker engaging in grave misconduct such as but not limited to threats, physical injuries, fighting, theft, trespassing, drunkenness, and any other conduct offensive to law or the peace and tranquility of the Residents shall be expelled permanently from the Subdivision.

6.9 Fraternizing with maids and other subdivision dwellers

Any construction workers or personnel fraternizing with or sexually harassing maid shall be removed and permanently banned from the Subdivision.

6.10 Indecent exposure

Bathing, urinating, defecating, acts of lasciviousness, or appearing without clothes or undergarments (including “sando”) in public view is prohibited.

6.11 ID's

ID's must be prominently displayed on the person at all times.

6.12 Trespassing

Any person entering the Subdivision other than through the main gates or without ID cards or passes are considered trespassers and shall be apprehended and brought to the nearest barangay hall/police station for appropriate action.

6.13 Prohibited drugs

Any person possessing, selling or using prohibited drugs shall be turned over to proper police authorities and permanently banned from the Subdivision.

6.14 Pets and animals

Domesticated animals and other animals (such as dogs, cats, chickens, game fowl, goats, etc.) are prohibited at construction sites.

6.15 Wives, Children, Relatives, and Visitors of Construction personnel

Wives, Children, Relatives, and Visitors of Construction personnel are not allowed to sleep inside the Subdivision.

6.16 Overnight Stay

A maximum of two (2) persons per project may stay overnight at the job site. The Owner, contractor or builder shall furnish the FHA II Office with the names of these persons.

6.17 Maintenance of Construction Site and Vicinity

The Owner shall maintain the construction site and vicinity in a proper sanitary and clean condition at all times. Construction sites should have toilet areas for construction workers who must follow the code of conduct which is specified in the construction rules and regulations. (BR 2014-042) Garbage and construction debris must be properly disposed of and dumping of such in neighboring areas is prohibited. Upon failure of the Owner to comply with this provision, FHA II shall have the premises cleaned and the expenditure for such clean up shall be charged against the Owner's Cash Bond.

H. Post Construction

1. Construction Debris and Materials

No construction debris or excess materials may be left anywhere in the vicinity of the construction upon its completion. Upon failure by the Owner to clean up, FHA II shall do so and charge the expenditure for such clean up against the Owner's Cash Bond.

2. Damage to Common Areas

Any damage to Common Areas as a result of construction shall be repaired by FHA II and the expenditure for such repair shall be charged against the Owner's Cash Bond.

3. Removal of Auxiliary Structures

All auxiliary structures shall be removed by the Owner upon completion of the construction, including bunkhouse, warehouse, bodega, canteen, field office and temporary latrine and shower. Should the Owner fail to do so, FHA II shall remove such structures and charge the expenditure for the removal against the Owner's Cash Bond.

4. Removal of Construction Equipment and Vehicles

No construction equipment and vehicles may be left anywhere in the vicinity of the construction site upon completion of the construction. The cost of such removal by FHA II will be charged against the Owner's Cash Bond.

5. Retrieval of Workers IDs

ID's issued by FHA II to construction personnel or workers are for a fixed period and only for the purpose of access to the construction site applied for. It is not valid for use at another construction site and must be surrendered to FHA II upon completion of the applicable construction project. Any worker failing to surrender his or her ID following the completion of the Construction will be prohibited from subsequent work in the Subdivision.

6. Notice of Completion of Construction

Homeowners should submit a Notice of Completion of Construction so that post-construction inspection may be conducted by FHA II.

7. Refund of Construction Bond

The Homeowner's Construction Bond shall be refunded upon submission of a written request for refund and payment of all outstanding accounts with FHA II, including penalties for violations, and submission of duly accomplished Certificate of Completion, FHA II Inspection Certificate, photocopies of Fire Inspection Certificate and Occupancy Permit issued by the Quezon City government.

If there is failure to fulfill the requirements of the preceding paragraph within two years (2) from the time of completion or occupancy whichever is earlier, the balance of the Bond, if any, shall be forfeited in favor of FHA II. Should the balance exceed the outstanding obligations, the homeowner shall pay the difference.

In case there is still an outstanding violation at the time of the request for refund, which remains uncorrected after the lapse of six (6) months from the time the notice of outstanding violation is served, the balance of the Bond shall be forfeited, without prejudice to the right of the Association to compel correction of the violation.

However, before such forfeiture is made, a Notice thereof shall be served on the homeowner concerned at least 30 days before the lapse of the 6-month period to give him/her the last chance to fulfill the above-mentioned requirements.

Until all the above-stated requirements are fulfilled, the Construction Bond or balance thereof shall not be made to offset the homeowner's dues.
(As amended by Board Resolution No. 2008-19)

8. In case construction is aborted, abandoned or suspended by an Owner, FHA II reserves the right to suspend or revoke, or both, the construction permit issued by FHA II until further notice.
9. Future residents should advise the Association forty-eight (48) hours in advance before moving into their new house in order that proper security and arrangements for garbage collection may be made on time.
10. The Owner and/or Contractor shall undertake that in case of sale of the property or change of contractor, the new buyer or new contractor thereof will, with the approval to the Association, assume all the undertaking contained in the Agreement. Otherwise, they shall continue to be responsible for the same.
11. The Contractor recognizes that a violation of the construction rules and regulations and/or deviation from the original plans as approved by the Construction Committee will authorize the Filhomes II Homeowners Association to deny future approval of construction to be undertaken by the said violating contractor.
12. The Owner and the Contractor shall undertake to be solidarily liable to the Association for whatever damages that maybe caused by violation of any of the terms and regulations of the undertaking.

I. Fines and Penalties

Unless otherwise provided above, the violation of any of these Construction Rules may result in fines and penalties, or both, by the Owner and his or her construction personnel or workers, depending on the offense. Please consult the FHA II Office as to the applicable schedule of penalties.

FHA II reserves the right to impose the maximum fines and penalties in the event of failure or refusal, or both, by the Owner to implement corrective measures required by FHA II even if it is the first or second offense only or in the event that construction personnel or workers fail or refuse or both, to abide by the directives of FHA II.

J. Miscellaneous

1. Deliveries

1.1 Delivery Hours

Delivery of construction materials is allowed only from 8:00 A.M. to 5:00 P.M. on Mondays through Saturdays with corresponding rates.

1.2 Trucks

Personnel accompanying trucks delivering construction materials are required to maintain the cleanliness of the Subdivision by clearing the roads of their scattered mud, sand, gravel, and other forms of litter.

Drivers are required to observe strictly traffic rules and these FHA II rules, particularly the speed limit of twenty-five (20) kilometers per hour (kph) for trucks. Erring drivers and their trucks will be banned from the Subdivision.

1.3 Load Limit

Trucks weighing over twenty (20) metric tons, loaded or unloaded are not allowed into the Subdivision.

1.4 Bulldozers and Heavy Equipment

Vehicles running on metal tracks are not allowed to travel on the cement roads of the Subdivision.

1.5 Truck tractor pull trailers, and more than 10-wheeler trucks are not allowed to enter the Subdivision. (BR No. 094-2023)

- 2. In any event, damage to roads and Common Areas caused by delivery trucks shall be charged to the account of the Owner. It is the Owner’s responsibility to advise his or her suppliers of the load limits in the Subdivision. FHA II shall not be liable for construction delays or damage, or both arising from the banning of overloaded delivery trucks. The preservation of the roads of the Subdivision will prevail over any inconvenience or losses to any supplier or contractor.
- 3. Any other matter related to construction that is not expressly covered in the Construction Rules may be dealt with on a case-to-case basis by FHA II through the Board.

CHAPTER VII

EBEC Rules

FILHOMES 2 GENERAL GUIDELINES ON ENVIRONMENT, BEAUTIFICATION AND ECOLOGY FOR HEALTHY LIVING

Purposes, Goals, and Vision

Our core purpose is to promote, create, and maintain an environment conducive to healthy living in our community. This environment supports not only basic survival but also enables the population in and around the subdivision to thrive in a setting that fosters physical, mental, and social well-being.

Our goal is to make our community a pleasant place to live, free from known and frequently anticipated dangers and hazards of modern living. We aim to provide essential amenities for survival, leisure, and health while fostering an atmosphere of peace, harmony, and congeniality among the residents of our village.

Our vision is to build and maintain a clean, green, vibrant, fragrant, and pleasant living environment within our village, where everyone can enjoy a comfortable and secure existence, and where basic courtesy and everyone's right to privacy are acknowledged and respected.

We envision our environment in all its physical, social, and moral dimensions.

Policies, Rules, and Protocols

Use of Shared and Common Facilities and Amenities

These are places and facilities within our village that are considered common and available for use by all residents and guests. They include but are not limited to, the clubhouse, sports areas/facilities (basketball court, swimming pool, badminton court, tennis court, etc.), churches, houses of prayer and meditation, open spaces, subdivision gates, and others intended for the comfort, use, and enjoyment of all.

The following policies, rules, and protocols must be observed and followed in using and maintaining our common facilities and amenities:

1. Use basic facilities prudently to preserve cleanliness and order throughout the neighborhood (e.g., segregated trash bins, public restrooms, etc.).
2. Adhere to and respect the processes and procedures for general use and reservation of facilities for private purposes (e.g., swimming classes, parties, sports fests, etc.).
3. Pay any applicable fees for individual use and/or reservation of facilities for private group use.
4. Respect the rights of others, especially our neighbors, to a conducive and healthy living environment in our community.

Use of Vacant Lots and Streets

Definition: A vacant lot is a parcel of property that has no building and no person living on it. In some cases, a house on a vacant lot may have fallen in disrepair, burned, or demolished but with no one living there.

1. Vacant Lots may be used in a variety of ways, such as:
 - a) Maintained side yards of neighboring homeowners;
 - b) Community gardens;
 - c) Parks and playgrounds;
 - d) Off-street parking.
2. Vacant lots should never be used as storage areas for items such as:
 - a) Construction Materials and other Construction Equipment;
 - b) Combustible and other poisonous materials;
 - c) Old cars or stolen vehicles;
 - d) Litter and other solid waste;
 - e) Hazardous waste such as lead, cadmium, arsenic, asbestos, etc.

...or as a place for:

- a) Crime (drug dealing, prostitution, hiding places for criminals);
 - b) Living area for domesticated animals, such as birds, goats, cattle, roosters and others;
 - c) Extension of one's lot by making it a cooking, washing, or recreation area.
3. Should a vacant lot be used as temporary storage for construction materials during ongoing house construction, the new homeowner should:
- a) Obtain a permit from the Clubhouse or FHA2 Amin Office to use the lot. The clubhouse shall seek permission/authorization from the registered owner of the lot before issuing a permit for temporary storage during ongoing construction;
 - b) Pay any required fees.
4. Vacant lots may not be used as off-street parking by neighboring home/lot owners without written permission from the vacant lot owner, a copy of which is filed in the FHA2 admin office. Neighboring lot owners are prohibited from building or establishing any structure on vacant lots for parking or storage without written permission from the vacant lot owner or the FHA2 Amin Office.
5. Any untoward incidents or accidents that may happen in a vacant lot will be the responsibility of the user or the person who caused the accidents or incidents unless the vacant lot owner has full knowledge of the circumstances leading to the accidents or incidents.
6. Vacant lots may be used for other purposes not expressly prohibited under these rules by first obtaining written permission from the lot owner, a copy of which is submitted to the FHA2 Admin Office as a supporting document for obtaining a Permit to Use a Vacant Lot. A homeowner may seek assistance from the FHA2 Admin office to obtain written permission from the vacant lot owner regarding the proposed use of said lot.
7. Penalties for unauthorized use of Vacant Lots for legitimate or allowable uses shall be as follows:
- a) First Offense: Penalty of P500.00;
 - b) Second Offense: Penalty of P1,500;
 - c) Third Offense: Penalty of P3,000.

Penalties for illegal or disallowed uses of Vacant Lots will be higher as determined by the Board

8. Permits for the use of Vacant Lots for parking or for other purposes may be obtained from the FHA2 Amin Office by paying an annual fee of Five Hundred Pesos (P500.00) to

be credited against assessed lot dues of vacant lot homeowner, less processing fees to be determined by the Board.

Parking Regulations

These parking rules are promulgated to ensure the safety and protection of all FHA-II residents, especially in times of emergencies, such as fires, earthquakes, or other natural disasters. Village roads have to be kept clean, and properly maintained and should allow easy passage for fire trucks, ambulances, and other emergency vehicles for rescue.

1. Parking of vehicles on the streets shall be allowed for all vehicles with valid FHA-II stickers as long as the parked vehicles do not obstruct traffic and cause inconvenience to other cars. Motorbikes with valid FHA-II stickers may be allowed to park on the streets for as long as they don't occupy more than one-third (1/3) of the width of the street.
2. For narrow streets, parking of cars on both sides will be allowed, however, 2-way traffic streets shall be converted to 1-way traffic. This is to allow a steady flow of traffic and to avoid head-to-head car congestion. To avoid obstructions of cars coming out from the garage, parking in front of the driveway and immediately across on the opposite side facing the driveway shall be strictly prohibited. For streets that cannot accommodate moving cars when both sides are with parked cars, existing Board Resolutions prohibiting no parking on both sides shall be retained.
3. Full vehicle parking on the street properly parked is allowed in the Christ the King Church premises and the Clubhouse where designated parking spaces are clearly marked or identified.
4. Parking shall not be allowed in No Parking Zones marked with No Parking markings with Red Paint. The following are strictly no Parking Zone Areas:
 - a) At least three (3) meter sideways immediately across the full width of the driveway;
 - b) Inside Village Parks or Village Open Spaces;
 - c) Four (4) meters, left and right, across a Fire Hydrant;
 - d) Street curbs, blind curbs, and other intersections;
 - e) In front of the driveways and immediately across on the opposite side facing the driveway;
 - f) Other areas or streets as identified by the Security and EBEC Committee.
5. Drivers are expected to park neatly and responsibly to ensure easy passage of other vehicles. Vehicles not properly parked shall be issued Traffic Violation Tickets and fined for illegal parking. All acts by the drivers shall be the responsibility of the homeowners' employers. Any vehicle parked illegally, which could endanger lives and properties, shall be towed to the impounding area of the Subdivision and penalized accordingly. Double parking or two vehicles parked too close side-by-side, blocking the passage of other vehicles, shall be NOT allowed.

6. So as not to disturb the neighborhood, vehicle owners are not allowed to listen to loud music or other radio shows while their vehicles are parked on the streets.
7. No vehicle, with engine and air-conditioning running, is allowed to park longer than ten (10) minutes to avoid life-threatening situations caused by smoke inhalation or worse, carbon monoxide poisoning. EBEC Police shall give warning or issue violation tickets violating this rule.
8. Parked vehicles are not to be used for illegal, immoral, or other unauthorized acts. Drivers and passengers of vehicles violating this rule shall be brought to the Security Office and subsequently to the Batasan Hills Barangay Hall or to the Quezon City Police Department precinct for booking. Any suspicious acts made inside parked vehicles may be reported to the Security Office for proper and immediate action.
9. Vehicles of guests of homeowners may be allowed to park on our streets, following EBEC parking rules but no longer than one (1) week without any penalty. Guests wanting to park on our streets longer than one (1) week should obtain permission from the FHA2 Amin Office, otherwise, the host or the vehicle owner shall be penalized for violating our parking rules.
10. Homeowners are encouraged to use vacant lots for parking but they should first obtain written permission from the lot owner, apply for Parking Permits from the FHA2 Amin office, and pay the corresponding fees. Homeowners who have been using neighboring vacant lots as their off-street parking are required to get Parking Permits from the FHA2 Amin Office, immediately upon the effective date of these new Parking Rules. From time to time, village guards may check if those parking their vehicles on vacant lots have Parking Permits.
11. Passenger vehicles with valid FHA-II stickers may be allowed to park on streets for up to 24 hours only if they are being repaired, fixed, or cleaned, but these vehicles shall not be allowed to occupy more than half of the width of the street. Under no circumstances shall trucks or buses, or any vehicle with more than four (4) wheels shall be repaired or painted on the streets.
12. Parking of buses, mini-buses, trucks, dump trucks, and other construction vehicles such as bulldozers, payloaders, cement mixers, excavators, etc. are not allowed to park inside the village. Contractors of construction vehicles may obtain a Special Permit from the FHA-II Office to park their vehicles for ongoing construction. These vehicles shall be parked only in designated areas specified in the Special Permit.
13. Vehicles without valid FHA-II stickers are not allowed to do any repair work on the streets. Violators shall be fined P1,000 for each violation. Should the violator refuse to pay, the host homeowner shall be made to pay the fine or the vehicle may not be allowed to leave the Subdivision.

14. Painting of vehicles on the streets is strictly prohibited and shall be allowed only inside the premises of a homeowner's lot.
15. Homeowners repairing or cleaning their vehicles on the streets should clear the area of any debris, chemical spillage, or garbage within six (6) hours after the repair is completed. Vehicle owners shall not spill or dump oil or other chemicals on the streets, vacant lots, drainage, canals, or other waterways. No repair on the streets shall be allowed after 10 p.m. and before 6:00 a.m. to avoid noise.
16. No old or aging vehicle that is no longer used may be parked on the streets. Any old or aging vehicle parked longer than fifteen (15) days shall be towed to the Subdivision impounding area. The owner of said vehicle can only claim the vehicle after paying the corresponding penalties.
17. Homeowners' guests with vehicles entering our subdivision may park on our streets, subject to all EBEC parking rules. Homeowners are responsible for ensuring that his/her guests comply with EBEC Parking Rules.
18. Homeowners shall be responsible for his/her guests' vehicles that are violating Subdivision Parking Rules. Each illegally parked vehicle shall be fined depending on the gravity of the offense. If the guest refuses to pay the penalty, the homeowner shall be levied the cost of the penalty, which shall be added to the homeowner's dues.
19. Vehicle owners are urged to exercise extreme care and extra caution when parking on the streets. Any damage inflicted on the vehicle, especially those caused by irresponsible parking, is to be borne by the owner and not by the Subdivision.
20. The use of the streets, other than for passageway of vehicles and parking, such as for parties, shooting of films or movies, or other activities may be allowed only after obtaining a Special Permit from the FHA2 Amin Office, and only for a specified date and time.
21. Trucks, buses, or passenger vehicles used for commerce parked on our Subdivision streets or vacant lots shall not be used as sleeping quarters for workers or employees. Owners of these vehicles and or host homeowners shall be fined One Thousand Pesos (P1,000.00) for each violation.
22. No homeowner shall be allowed to appropriate for himself/herself or for his/her exclusive family use any street where parking is allowed. Parking on the streets shall be on a first-come first-served basis. However, the first priority shall be accorded to homeowners in parking across their lots.
23. Vehicles violating these Parking Rules shall be issued Traffic Citation Tickets, which shall be pinned on their front windshields and paid within one month in the FHA2 Amin Office. The list of Offenses with their corresponding Penalties shall be as follows:

For Illegal Parking and other Offenses

- a) First Offense: Penalty of P500.00;
- b) Second Offense: Penalty of P1,500;
- c) Third Offense: Penalty of P3,000.

For Violating truck/bus/passenger use for commerce

- a) Penalty of P1,000.00 for each violation.

For vehicle repair ban

- a) Penalty of P1,000 for each violation.

For dumping of oil or other chemicals and failure to clean debris

- a) The penalty of P1,000 to P100,000.00 (or higher) depending on the gravity of the offense, as determined by the Community Manager.

Management and Control of Pets and Animals

Pets are domesticated animals kept by households as part of the family for their own enjoyment, and sometimes, for protection as guardians. They are best kept within the premises of the household as they may potentially harm or be a nuisance to other homeowners. Homeowners are expected to be totally responsible for the upkeep and care of their pets.

While pets are generally allowed within the household premises, subject to regulation by the Association, homeowners are reminded that ours is a residential community, and animals other than pets are strictly prohibited.

1. Farm animals, including pigs, cows, goats, roosters, chickens, etc., and other game animals, including race horses, fighting cocks, etc. are strictly not allowed within the subdivision.
2. Pet dogs and cats are to be kept inside the house perimeters. When taken outside, pets must be accompanied by their owners/caregivers and must be on a leash. Accompanying caregivers must carry a poop pan or plastic bag on hand to scoop pet litter and avoid scattering them on streets or vacant lots. Sealed plastic poop bags must be dropped in garbage bins. Under no circumstances are pet owners allowed to leave pet poop or poop bags on the streets, sidewalks, vacant lots, or drainage systems.
3. Stray pets shall be impounded at the Barangay (Batasan Hills or Bagong Silangan) with whom the FH2-HOA shall execute a Memorandum of Agreement. Impounded pet owners may redeem their pets within two days, upon payment of penalty fees. Unredeemed stray pets will be disposed of by the barangay. Citizen or concerned homeowner arrest of stray pets is encouraged and authorized.
4. The penalty for the offense is as follows:

- a. P500 for first offense;
- b. P1,500 for second offense;
- c. P3,000 for third and subsequent offenses.

Waste Management

Household wastes include solid waste, wastewater, and chemical/hazardous waste. Solid wastes are classified into biodegradable and non-biodegradable waste. Biodegradable wastes include kitchen waste, and yard waste, while non-biodegradable wastes include recyclable and residual waste. Wastewater consists of street runoff, gray water from household washing, bathing, and laundry, and black water from septic tanks.

Current policy on solid waste management calls for segregation of wastes, scheduled collection by the city government for biodegradable and recyclable/residual wastes, with special collection on request of yard wastes, bulk wastes such as tree cuttings, and fallen trees from storms, cyclones, and other natural calamities. Bulk wastes from construction debris are generally not collected and are to be privately disposed of by those directly responsible and concerned.

Presently, we rely heavily on the public garbage collection and disposal system, and households are expected to segregate solid wastes, which are subsequently collected by government contractors on weekly schedule. Biodegradable wastes are collected on Tuesdays and Saturdays, while recyclables are collected on Thursday.

Other than use of household septic tanks, we have no organized wastewater treatment, and we dispose black (septic tank) wastewater directly to the drainage system that flows to creeks and rivers and end up polluting Manila Bay and other water bodies in the metropolis. We also contribute directly and indirectly to the clogging of waterways through indiscriminate throwing of garbage on the streets, and creeks around our subdivision.

While our long-term vision is to eventually achieve zero waste in the subdivision, and perhaps, eventually the whole country, our present options are limited to the following:

1. Provide color-coded garbage bins in strategic places to avoid indiscriminate throwing of trash on streets and waterways (creeks). Suggested color coding is as follows:
 - a) Black – biodegradable;
 - b) Green – yard wastes, tree trims;
 - c) Gray – recyclables.
2. Standardize the size and design of containers (preferably 30 gallons size). Bulk procurement under EBEC supervision is suggested to minimize cost. The cost of containers can be charged to homeowners for use by individual homes, and to Phase fund or FHA2 fund for community use in strategic places.

3. Homeowners are responsible for cleaning the street and assisting in the proper maintenance of storm drains, manholes, sumps, and culverts directly in front of their respective homes. Monitoring and reporting of observed damage or destruction of community facilities in their neighborhood is likewise deemed part of the homeowner's responsibility.
4. Homeowners are encouraged to engage in backyard composting, and recycling to reduce the volume of household wastes. EBEC can organize seminars and facilitate access to technical assistance for homeowners who want to put up vertical and horizontal urban farms in their backyards or neighboring vacant lots.
5. EBEC shall look into the feasibility and cost of setting up a centralized wastewater treatment facility in the subdivision as a long-term measure to reduce water pollution in the metropolis. Also on the pipeline is a feasibility study on self-managed solid waste management to achieve zero waste, while earning income to support our environment improvement programs and activities.
6. The penalty for an offense is as follows:
 - a) First Offense: Penalty of P500.00;
 - b) Second Offense: Penalty of P1,500;
 - c) Third Offense: Penalty of P3,000.

Beautification, Gardening, and Aesthetics

It is our collective wish to live in a pleasant, beautiful, and orderly community that reflects our core values and desires for sustained peace, serenity, and goodwill toward our fellow homeowners and guests. All homeowners are encouraged to take responsibility for creating a pleasant environment within their respective premises, while also collaborating with their neighbors to create a wider community environment that caters to everyone's needs and desires.

1. Setback rules and easement requirements must be strictly enforced. Sidewalks must be kept open for smooth pedestrian traffic, and household perimeter fences must observe legal boundaries.
2. Each household is responsible for keeping the front yard, street, and sidewalks clean and free of unsightly structures and debris that obstruct the flow of vehicle and pedestrian traffic along streets and sidewalks.
3. Plants, shrubs, and ornamentals planted in street easements are to be regularly trimmed and maintained. Yard wastes and cuttings must be packed in sacks or plastic bags not more than one (1) meter long, and put out for collection on the second and fourth Saturday of each month, subject to submission of an appropriate request to the Office of the Mayor of QC.
4. Lawns are to be well maintained and trimmed. This is the responsibility of homeowners.
5. Use of thorny vegetation along perimeter walls for added security is allowed but must be trimmed and regularly maintained.

6. Streets and sidewalks, including vacant lots, are to be free of pet litter at all times.
7. Color-coded garbage bins are to be put up in strategic locations to prevent street litter.
8. When setting up temporary structures, like parking spaces, external garages, or nipa huts on vacant lots, the homeowner must first seek permission from the lot owner, and structures should be properly designed and maintained as befits a quality village that we are proud of having.
9. Unsightly posters and announcements posted on trees, electric posts, and walls are not allowed and shall be removed.
10. Planting of trees, shrubs, and other ornamentals on sidewalks and easement is allowed, provided it does not obstruct pedestrian traffic.
11. Cutting of trees along sidewalks and open spaces requires securing a permit from the DENR, which could be facilitated by the community manager. Unauthorized cutting of trees shall be penalized.
12. Abandoned structures or unfinished houses left to rot attract illegal settlers, are fire hazards and are eyesores in the neighborhood. These should be reported to the community manager. Homeowners intending to leave or abandon their houses shall notify the community manager in writing, and pay a maintenance fee on top of regular association/lot dues for the appropriate maintenance work to keep the area clean. Penalty for failure to notify shall be imposed.
13. Vacant lots may be cultivated for gardening but limited only to temporary crops like vegetables, flowers, ornamentals, berries, and shrubs. Written permission shall be obtained from the vacant lot owner and a permit to use the vacant lot must be obtained from the FHA2 Amin Office.
14. The penalty for an offense is as follows:
 - a) First Offense: Penalty of P500.00;
 - b) Second Offense: Penalty of P1,500;
 - c) Third Offense: Penalty of P3,000.

Control of Noise, Air, and Water Pollution

Creating the environment that we want also entails an obligation to respect our fellow homeowners' needs and desires through the practice of norms and code of behavior for communal living that make up what is considered good manners and right conduct. More than just a code of ethics, however, the rules and policies we are promulgating are intended to secure our survival as a species. We have abused the earth and nature to the point of near exhaustion of their capacity to support our survival and livelihood. It is payback time, and the time is NOW.

1. Burning of trash is strictly prohibited. We already have more than enough smog to pollute the air we breathe.
2. Use of loud blaring stereos, musical instruments, equipment, including vehicular accessories, toys, gadgets, or any other instrument that shatters the peace in the community is strictly prohibited. Homeowners should respect the rights of their neighbors and the whole community to enjoy peace and quiet in their own homes.
3. Silence is to be observed after 10 p.m. Use of Karaoke and loud blaring stereo is strictly not allowed FROM 10:00 P.M. TO 7 A.M. Parked vehicles with loud and blaring stereo are not allowed.
4. The use of construction vehicles, equipment, or tools that create noise is allowed only from 8:00 in the morning to 5:00 in the afternoon, Mondays through Fridays. Construction work is discouraged on Saturday, for which a Special Permit is required. No construction work is allowed on Sundays.
5. Tricycles or motorcycles using 2-stroke engines shall not be allowed inside our subdivision as they create more noise, pollute the air, and are less fuel-efficient. We recommend the use of 4-stroke engines instead.
6. Throwing of trash in creeks, drainage, canals, and other waterways, is strictly prohibited. We are promoting the use of color-coded trash bins instead.
7. Dumping of chemicals, used oil, and other toxic substances on drainage, creek, and other waterways is strictly prohibited. Instead, these toxic substances should be disposed of in the manner prescribed by the Environmental Management Bureau of the Department of Environment and Natural Resources.
8. Penalty for violation of these Noise, Water, and Air Pollution Rules are as follows:
 - a. P500 for first offense;
 - b. P1,500 for second offense;
 - c. P3,000 for third and succeeding offenses.

CHAPTER VIII

RULES ON PROCUREMENT OF SUPPLIES, MATERIALS, EQUIPMENT AND SERVICES

A. Procurement by Canvass

1. For items costing Fifty Thousand Pesos (Php 50,000.00) or less

- 1.1 An Ordinary Canvass as described below shall be conducted for this procurement. In addition, canvassing shall be conducted from three (3) suppliers for items that are above Fifty Thousand Pesos (PHP50,000.00) per item. (as amended by BR No. 095-2023). However, best efforts should be made to canvass the lowest price from three suppliers as a general principle. (BR No. 095-2023)
- 1.2 The correct specifications of the item to be procured shall first be determined by the requisitioning unit/officer/staff, with the assistance of a technical person as may be necessary.
- 1.3 The requisitioning unit or office/staff needing a particular item shall submit the requisition to the Procurement Staff who forwards the same to the Vice President for approval when such procurement costs Ten Thousand Pesos (Php 10,000.00) or less, or to the President for procurement costing more than Php 10,000.00.

Once such requisition is approved the Procurement Staff initiates the canvass in the following manner:

- (a) Letters containing the specifications of the item(s) are sent to at least three (3) reputable suppliers for price quotations. Annex B is the form letter for this purpose.
 - (b) The letter may be sent to the supplier by fax, electronic mail, or delivered by courier whichever is more practicable.
 - (c) The price quotation of the supplier may be faxed or emailed to the Administrative Office or sent by courier.
 - (d) The procurement Staff shall summarize the price quotations of the suppliers in the canvass form (Annex H), and recommend to the Vice-President, or the President as the case may be, for approval of the procurement of the item from the supplier having the best (lowest) complying price proposal.
- 1.4 Re-order. Items previously procured from prior canvass, may be reordered from a winning supplier, without the need of another canvass, provided the same items and the same respective prices are involved.
- 1.5 Direct Shopping. When the items pertain to grocery goods needed in official functions/social events of the Association that are normally available in reputable and well-established supermarkets/stores where the prices of items are fixed and official receipts are machine validated, direct shopping of such items in the supermarkets/stores with machine-validated receipts need not be subject of prior canvass. Similarly, direct shopping may also be resorted to in order to obtain better quality for small items needed in maintenance or office work when procured in reputable and well-established supply depots/stores where the items are sold are of fixed prices and official receipts are machine validated. Direct shopping when resorted to shall be with the prior approval of the Vice-President.

- 1.6 Emergency Procurement. In case of emergency, i.e. when life or property would be in grave danger if the procurement of a good or service is not done within forty-eight (48) hours, rush canvass for such procurement may be done by telephone from at least two suppliers, provided the same is recommended for procurement by the Vice-President; and provided further that when the price for such item is more than Php10,000.00, said emergency procurement shall be reported to the Board during its next meeting for its information.

It is understood that the procurement of supplies/materials, equipment or services shall be subject to the availability of funds as certified by the Treasurer and within the approved budget, otherwise, such procurement shall be with specific prior approval by the Board. In case of an emergency procurement that is not covered by the budget, the same shall be reported to the Board for its ratification.

2. For items costing more than Fifty Thousand Pesos (Php50,000.00) but less than Five Hundred Thousand Pesos (Php500,000.00). (BR No. 096-2023)

2.1 An Ordinary Canvass as described below shall be undertaken for this procurement.

2.2 The correct specifications of the item to be procured shall first be determined by the requisitioning unit/officer/staff; with the assistance of a technical person as may be necessary.

2.3 The Chair, Bids and Awards Committee (BAC) shall constitute a Canvass Committee of three among the BAC members, one of whom shall be designated as Chairperson.

2.4 The Procurement Staff shall forward the requisition to the Chairperson, Canvass Committee who in turn, with the secretarial assistance of the Administrative Staff, shall send letters to at least five (5) reputable suppliers in the open market inviting them to quote their respective prices for the product or service to be procured. The letters shall contain the specifications properly pre-determined by the office or unit that needs the product or service being procured. Annex A is the form letter for this purpose.

2.5 The supplier shall submit the price quotations/proposals to the Administration Office in sealed envelope through special courier/messenger provided by the Administrative Office. Whenever it is more practicable, the supplier may be allowed to fax in clear form or email to the Administration Office his price quotation/proposal which shall be included in the canvass together with those received in envelopes. When at least five price quotations/proposals shall have been received at the Office, the office staff concerned shall notify the Chair of the Canvass Committee of this matter, who shall then set a date for the Committee to make the selection of the winning quotation/proposal from among those submitted by the suppliers that participated in the canvass. The presence of two members of the Canvass Committee shall be sufficient to validly do its task.

2.6 The Canvass Committee shall select the winning quotation/proposal at the Administration Office during regular office hours in the presence of at least two witnesses, one of whom is an Association Officer and the other, regular office staff personnel.

2.7 The best complying proposal, i.e., the lowest price complying with the specification shall be selected. When two or more proposals are of the same price, the Canvass Committee shall negotiate with the suppliers of equally-priced proposals to achieve the further lowering of the price or obtain the best service. For expediency, the selection among the equally-priced proposals may be decided by tossing a coin in the presence of the two witnesses above-mentioned.

- 2.8 Based on the recommendation of the Canvass Committee on the selected best complying proposal, the President shall approve the procurement of the needed item.
- 2.9 The foregoing proceedings shall be recorded, with the Secretarial assistance of the Office Staff, and the results thereof summarized in the Summary of Canvass Form. The record of proceedings shall be preserved for two years in the Office before the same is disposed of through record management.
- 2.10 *Exemption for a Five-Proponent Canvass.* When a particular special skill needed to supply or execute a project or service and the number of participating suppliers or contractors is limited, the Canvass Committee may determine the best complying proposal from at least two proponents.
3. For items costing more than Five Hundred Thousand Pesos (P500,000.00) up to One Million Pesos (P1,000,000.00)
- 3.1 Jurisdiction. The procurement of an item of supplies/materials, equipment or services whose price or acquisition cost is more than Five Hundred Thousand Pesos (P500,000.00) to One Million Pesos (P1,000,000.00) shall be subject to a Special Canvass and shall be within the jurisdiction of the BAC. (BR No. 096-2023)

B. Procurement through Public Bidding (Rules of the Bids and Awards Committee)

1. Organization. The Board of Governors shall organize the Bids and Awards Committee (BAC) composed of a Chairperson and ten (10) members. The Chairperson shall be selected from among the Board members, while members shall come from homeowners that are not members of the Board, with every Phase being represented by one member residing therein. The President shall appoint the Chairperson and the members subject to the confirmation of the Board. The BAC Chair shall consensus designate a Vice-Chair and a Secretary from among the members. The Committee Secretary shall be assisted by a secretarial staff from the Administrative Office and together they shall constitute the BAC Secretariat that will be responsible for taking the minutes of the Committee proceedings and keeping pertinent records and documents for the Committee.
2. Function. The principal function of the BAC is the procurement of supplies/materials, equipment and services of the Association through competitive public bidding. It shall be responsible for the conduct of bidding evaluation of bids and recommending to the Board the award of contracts, including record keeping, planning and management of the procurement process. It shall prepare Time Table for Bidding and other documents as indicated below, for the information and reference of all concerned.
3. Jurisdiction. The procurement of an item of supplies/materials, equipment or services whose price or acquisition cost is One Million Pesos (P1,000,000.00) and above shall be subject to a Public Bidding and shall be within the jurisdiction of the BAC. (BR No. 096-2023)
4. Public Call for Bids. Call for Bid or Invitation to Bid (Annex C) prepared by the BAC Secretary shall be given the widest publicity possible by combination of several or all of the following: (a) Newspaper advertisement; (b) Posting in the FHA II website and bulletin board; (c) fax or email to suppliers; and (d) Phone Blitz.
5. Who are allowed to Bid. (a) Duly licensed individuals, partnerships or corporations; (b) With established place of business for at least six (6) months prior to bidding; (c) Not related to any member of the BAC.

6. Preparation and Issuance of Bid Documents. The BAC Secretariat shall prepare the Instructions to Bidders (Annex D) that shall contain the following: (a) terms of reference (Annex E); and (b) Bidder's Tender Form (Annex F). The Terms of Reference shall contain the specifications of the item (of goods or services), being procured and the conditions that govern the procurement; the non-compliance of specified mandatory requirement thereof by a bidder is a ground for disqualification of his bid.
7. Conduct of Pre-Bid Conference. If necessary, a pre-bid conference on the date, time and place announced in the Invitation to Bid may be held to clarify or explain doubts, ambiguities in specifications or conditions in the invitation.
8. Evaluation of Pre-Qualification Statements of Prospective Bidders. The BAC Secretariat shall require the interested bidder to submit the following pre-qualification documents to determine the eligibility and competence of the prospective bidder: (a) Name of company, address, contact number; (b) Incorporation papers from SEC and/or from DTI; (c) BIR Tax Clearance; (d) VAT Registration Certificate; (e) Audited Financial Statements; (f) Track Record; (g) Certified Photocopy of Latest Business permit; (h) Certified photocopy of the latest Court Clearance; (i) Certified photocopy of the latest DOLE Clearance; (j) Latest SS Clearance; (k) List of Bank References; and
(l) List of Equipment owned. (See Annex G – Checklist of Minimum Technical Requirements).

The BAC shall (a) classify all interested bidders according to types of items or services supplied or delivered; (b) determine the authenticity of any item in the pre-qualification statements through actual inspection and confirmation; and (c) evaluate as to whether or not the bidder could satisfactorily handle the required item or services by checking the business status, financial; and technical capability, track record, inventory of items carried or number of personnel and/or equipment to carry out the services provided.

9. Notifying the Pre-Qualified and Pre-Disqualified Bidders. The BAC shall issue a Pre-qualification to qualified bidders and a Notice of Pre-disqualification to prospective bidders who have been disqualified stating therein the ground for their disqualification. However, the disqualified bidders can be considered for pre-qualification upon compliance of the requirement set forth before.
10. Submission, Opening and Abstracting of Bids/Tenders. Bids/Tenders in the prescribed bid form shall be submitted / dropped in the designated drop box on or before the designated time and date of opening of bids to the BAC Secretariat, who shall indicate thereon the time and date of receipt. All bids submitted shall be opened at the time, date and place specified in the Invitation to Bid. The bidders or their duly authorized representatives may be present during the opening of bids. The opening of bids shall not be postponed unless there are compelling reasons or causes that justify the postponement as may be determined by the BAC, who shall notify the bidders accordingly. Bids submitted after the time and date of opening of bids shall not be accepted.

Withdrawal of bids shall be allowed before the opening of bids but never after the opening. The corresponding Abstract of Bids shall be prepared by the BAC Secretary as the bids are opened and read. The Abstract of Bids shall be certified by the BAC Members as to its correctness and authenticity. The Abstract of Bids shall contain the following data:

- (a) The description of item(s)/service(s) subject of bidding;
- (b) The quantity and unit of item(s)/service(s) bid;
- (c) The time, date and place of bidding;
- (d) The names of bidders and their corresponding bids;

- (e) Information on the bid bonds; and
- (f) Delivery period, warranty and other information relevant to the bid item.

Copies of all the bids submitted shall be attached to the Abstract of Bids for reference and verification purposes.

11. Grounds for Rejection of Bids. Upon evaluation, a bid found not complying with the conditions/requirements shall be rejected outright by BAC. Ground for rejection of bids shall be any or a combination of the following:
 - (a) Late Bids
 - (b) Excessive Bids
 - (c) Irresponsible Bids
 - (d) Multiple Bids
 - (e) Contingent Bids
 - (f) Collusive Bids
 - (g) Non-Complying Bids
 - (h) Unsealed or Oral Bids
12. Acceptance of Bids and Release of Bidder's Bonds to Unsuccessful Bidders. Once the BAC has deliberated and chosen the winning bidder, the same shall be recommended to the Board for approval. Once approved by the Board, a Notice of Award shall be issued by the Chairman of the BAC to the winning/successful bidder and accordingly release the bidders' bonds to unsuccessful bidders. The successful bidder or his duly authorized representative shall execute the contract with FHA II Office within fifteen (15) days from receipt of the Notice of Award, unless the date thereof is extended by the President.
13. Negotiated Purchase. In a situation, where there has been failure of competitive bidding for the second time, the item to be procured may be negotiated to obtain the best price.
14. Repeat Order. When additional quantities of the same item bidden have to be further procured, a repeat order may be done without need of another bidding form the same supplier, provided the price is the same for the same item procured.

C. Sample Documents

The following annexes are sample documents only to serve as guide. The appropriate documents for the bidding of a particular product or service shall be prepared by the BAC, with the contents thereof accordingly modified by the BAC in order to properly apply to the particular type of supplies/materials, equipment or service being procured or to be contracted with. (Board Resolutions 2008-028 and 2008-031).

ANNEXES A-H

CHAPTER IX

COMELEC RULES

In accordance with Article IV, Section 4 of the Amended By-Laws, the Board of Governors is vested with the authority and responsibility for setting the rules to govern the election of the Association's Executive Officers as well as the officers of the respective Phases.

Pursuant to the Board's mandate, the following rules and guidelines for the conduct of aforementioned elections are hereby prescribed:

A. Election of Phase Officers

1. **Date and Time.** In accordance with Article IV, Section 2 of the Amended By-Laws each Phase shall hold their respective elections not later than the third Sunday of October. For this purpose, the Phase Governor shall recommend, subject to approval by the Board of Governors, the date and time/specific duration of their elections any day within the period starting on the last Sunday of September up to the Third Sunday of October in accordance with what is most convenient and practicable for the Phase concerned. Board approval is required for the purpose of synchronizing and properly scheduling the dates of the various Phase elections to ensure the availability of required election paraphernalia as well as the availability of the COMELEC members who will be assigned to be present during the elections. The date of the election shall be held, preferably on a Saturday or on a Sunday or on a date and time when most of the Homeowners of the Phase are present and able to cast their votes.
2. **Venue.** The Filinvest Clubhouse-upper level shall be the venue for the Phase elections to ensure neutrality in the actual casting and eventual counting of the votes. However, in the interest of convenience and practicability, the COMELEC may allow Phase elections to be held in the residence of a homeowner of the Phase provided that the homeowner, whose residence has been designated as the venue for the Phase elections, is not a candidate for any of the elective positions. The Association and the respective Phase Governors shall be primarily responsible for the sending out of a written notice of the date, time and venue of the election not later than five (5) days before the date of the election and shall ensure that all notices are properly received by the homeowners of each Phase.

B. Manner of Election

1. Elections shall be by secret ballot. The Association shall print and produce numbered ballots and shall keep an inventory thereof. The COMELEC shall release the ballots individually to the voters on the date of the election only. Spoiled ballots may be replaced by the COMELEC provided that the number of the spoiled ballot is recorded in a logbook for recording and monitoring purposes. A homeowner is only entitled to one (1) ballot/one (1) vote. Only homeowners in good standing will be allowed to vote.
2. Voting by proxy shall be allowed in the same manner set forth in Article VI, Sections 5, 6, 7 and 8 of the Amended By-Laws. Therefore, the following rules shall apply:
 - 2.1 The Phase Governor shall initiate a campaign within his Phase to generate a good voter turn-out on elections day. The Association shall assist the Phase Governor by distributing the list of qualified candidates, the list of homeowners in the Phase and the election guidelines ahead of time.
 - 2.2 Proxies shall be in writing, dated and signed by the homeowner. The authenticity of the proxy shall be attested by the incumbent Phase Governor and approved by the COMELEC member assigned to oversee the elections in a particular Phase. The proxy shall follow the attached form and may be hand carried by the proxy during the actual date of election. The attending proxy shall be required by the COMELEC to present proper identification. The COMELEC may, at its discretion, require the proxy to submit evidence of his relationship to the homeowner he represents.
 - 2.3 A proxy, in order to qualify as such, must be a relative of the homeowner or his or her spouse. Lessees or legal occupants who are not relatives of the homeowner, or his/her spouse are not allowed to vote.
3. The candidate who shall receive the highest number of votes cast in his favor shall be declared the winner for the elective position concerned. However, in cases where there are more than

two (2) candidates vying for a position, a mere plurality of the number of votes cast shall be sufficient to elect the winning candidate. In the event of a tie among candidates with the highest number of votes received, the deadlock, as much as possible, shall be resolved amicably by the candidates involved. However, should no candidate be willing to withdraw to break the tie, the issue shall be settled by whoever wins the most number from eleven (11) tosses of a coin to be conducted by the COMELEC member present.

4. Any dispute arising from the events on Election Day itself shall be resolved by the COMELEC member present. The complainant, however, has the right to appeal the decision of the COMELEC member, to the Comelec sitting en banc. The appeal must be submitted within three (3) calendar days from the date of the election; otherwise, no appeal shall be entertained and the COMELEC member's ruling shall be deemed final and executory. The COMELEC, sitting as an en banc body, shall render its decision on any appeal within three (3) calendar days from its receipt thereof. The COMELEC's decision as an en banc body shall be final and executory.
5. For purposes of manpower availability of the COMELEC, the COMELEC may deputize COMELEC representatives to attend and oversee the phase Elections on its behalf. The deputized representatives shall be authorized by the COMELEC to implement its rules and regulations to the extent in its judgment is deemed fit for said elections.
6. The COMELEC shall immediately canvass the results of the voting and as much as possible proclaim the winning candidates after the counting of votes.
7. The COMELEC shall proclaim the winning candidates at the earliest time possible. However, in cases where special election may be required (as a result of protest resolved favorably by the COMELEC body), the COMELEC must ensure that special elections and proclamation of winning candidates be held on or before the Second Sunday of November or before the schedule date for the annual election of the Officers of the Association.

C. Qualification of Candidates

1. All candidates are required to submit their respective Certificates of Candidacy on or before the second Monday of October at 5:00 pm to the Secretary of the Association. In case no Certificate of Candidacy is filed for a position on or before the deadline set under the herein rules, the COMELEC shall have the discretion to extend the deadline for submission of Certificate of Candidacy. Should there be any question on whether or not a particular candidate is indeed a homeowner in the Phase concerned, the COMELEC shall require the candidates in question to submit photocopies of their Transfer Certificates of Title (TCT) as proof that they are indeed bonafide homeowners in accordance with Article II, Sections 1, 2, and 3 of the Amended By-Laws. For legitimate homeowners whose TCTs have not yet been transferred to their names, a copy of the Deed of Absolute Sale duly notarized (or authenticated by the Philippine Consulate Office for Deeds of Sale executed in a foreign country) shall also be submitted. Unoccupied lot owners and lessees/legal occupants are not eligible and are not qualified to be candidates.
2. In order to qualify, each candidate should be a member in good standing of the Association in accordance with Article II, Section 4 of the Amended By-Laws, and should have no back accounts with the Association office. Each of the candidates should have paid/updated all of his monthly Association dues at the time of filing of the Certificate of Candidacy. The Association shall provide the COMELEC a list of members in good standing per Phase as its latest updated records indicate. Any corrections to the list may be entertained by the Association at least three (3) days before the schedule date of elections. Any Officer/Governor who does not do his responsibilities to the Board and his respective Phase as determined and investigated by the Board shall be barred from running for a position for three (3) consecutive years. (BR 2019-07A)

3. The COMELEC, sitting en banc, shall approve the final roster of the qualified candidates. The COMELEC shall be the final arbiter of the qualification of each and every candidate. Any question on the qualification of each candidate may be raised before the COMELEC at least five (5) days before the actual date of the elections. The COMELEC shall render its decision at the latest, one (1) ay before the election.

D. Composition and Powers of the COMELEC

The Committee on Elections (COMELEC) shall be composed of homeowners who are distinguished members of the Philippine judiciary and Integrated Bar of the Philippines (IBP). In their absence, any homeowner in good standing can be appointed as member.

The COMELEC shall be composed of at least three (3) members or a maximum of five (5) members. The number of COMELEC members shall always be an odd number. The COMELEC being an AD HOC body, its term of office shall only be for the conduct of the elections for the current fiscal year. Membership in the COMELEC shall be approved by the Board of Governors through a resolution. The COMELEC members shall elect the Chairman among themselves who shall preside over all COMELEC meeting. The COMELEC Chairman shall only be allowed to vote in the deliberation in case of a tie.

The President of the Association shall appoint the members of the COMELEC subject to Board confirmation as stated above bearing in mind the neutrality and non-partisanship of the members. No political representative in its membership shall be allowed to ensure the neutrality and credibility of the COMELEC.

The COMELEC shall implement the rules for the conduct of the elections as approved by the Board of Governors. The COMELE shall be the sole body to hear election disputes or controversies and its decision on the disputes shall be final and binding.

E. Election of the Officers of the Association

1. *Date and Time.* In accordance with Article V, Section 1 of the Amended By-Laws, the elections for the Officers of the Association shall be held on the Second Sunday of November at 4:00 o'clock in the afternoon.
2. *Venue.* The Upper Level of the Filinvest Clubhouse shall exclusively be the venue for the elections of the officers of the Association.

F. Manner of Election

1. Elections shall be by secret ballot. Each Phase Governor-elect shall be entitled to one (1) vote but may be entitled to additional vote if the present number of homeowners in his Phase exceeds fifty (50) and another vote for every fifty (50) homeowners in excess of one hundred (100) as mandated by Article V, Section 1 of the Amended By-Laws.
2. The election shall be made open to the general membership of the Association.
3. The incumbent Chairman of the Board of governors, or in his absence or should he decide to abstain himself from the proceedings, the incumbent Vice-Chairman of the Board shall preside and convene the meeting of the ten (10) elected Phase Governors for the purpose of electing the Officers of the Association. Phase Vice-Governors-elect may be allowed to attend the meeting and vote in case of the absence of the Phase Governor-elect. The Chairman of the meeting shall start the election proceedings only upon certification by the incumbent Secretary of the Association that all Phase Governors-elect, or in their absence, all Phase Vice Governors-

elect are present and accounted for. Vice-governors-elect are not, however, qualified to be a candidate for any of the elective positions.

4. After the Secretary's certification of the presence of all Phase Governors-elect, the Chairman shall open the floor for nomination among and by the present Phase Governors-elect. Nominations shall be simultaneous for all elective positions from President down to Treasurer. A Governor-elect can only be nominated as a candidate for just one position. No Governor-elect shall be nominated for more than one (1) elective position. Candidates are therefore encouraged to form their respective complete slates/tickets to ensure unity, cohesion and teamwork among Officers to be elected. Simultaneous nomination will also ensure the commitment of candidates for a certain position they aspired for.
5. Upon the completion of the nomination of candidates for all elective positions, the Chairman shall close the nominations and turn-over the proceedings to the COMELEC for the conduct of the actual voting.
6. The COMELEC shall be responsible for the preparation of the ballots, the number of which shall be based on the total number of votes that all Phase Governors-elect are entitled to as certified by the Secretary of the Association. The COMELEC shall also provide the ballot box.
7. The COMELEC shall immediately proceed with the canvassing and counting of the results of the elections right after the voting. Counting of the votes and the proclamation by the COMELEC of the winning candidates shall be done per elective position individually in the following chronological order.
 - (a) Internal Auditor (the first position to be canvassed)
 - (b) Treasurer
 - (c) Secretary
 - (d) Vice-President External
 - (e) Vice President Internal
 - (f) President (the last position to be canvassed)
8. The winning candidate shall be determined based on the candidate with a plurality of votes or the candidate with the highest number of votes received from all the votes cast for the particular elective position in accordance with Article V, Section 1 of the Amended By-Laws. In the event of a tie among candidates who receive the same highest number of votes cast, the incumbent Chairman of the Board of Governors or in his absence, or should he decide to abstain himself from the proceedings, the incumbent Vice-Chairman of the Board of Governors shall cast his lone vote to break the tie.
9. In case there are no candidates for a particular elective position, the President-elect shall appoint to fill up the vacancy among the remaining members of the new Board of Governors subject to the confirmation of a simple majority of the complete membership of the new Board of Governors. The appointment and confirmation shall be done in the organizational meeting of the new Board of Governors to be held on the Second Sunday of December in accordance with Article VII, Section 1 of the Amended By-Laws.
10. All electoral questions or protests should be raised by the concerned parties before the proclamation of the winners. The COMELEC must and should resolve the election dispute immediately during the proceedings to avoid a hiatus in the leadership of the Association as a result of delays in the proclamation of the winners. The COMELEC's decision proclamation of the winners, no electoral protest or question shall be entertained.

CHAPTER X

TRICYCLE RULES

A. FILTODA

Only FILTODA Tricycles are allowed to operate inside Filhomes II and are subject to rules and procedures as prescribed by the FHA II's Board of Governors.

1. Route and Gate Assignments

1.1 Route Objectives. The main objectives of assignments of route to the tricycle units are:

- 1.1.1 To lessen the cost of fare of homeowners by encouraging homeowners to share rides with other homeowners of the same Phase of adjoining areas. (Note that the "Special Rate" is more expensive than Regular fare which is shared by three homeowners.) FHA II rules and regulations only allow three riders per tricycle.
- 1.1.2 To help maximize the income of tricycle drivers by identifying particular routes so that the drivers can save on their daily gasoline expense.

1.2 Areas of Operation

- 1.2.1 ZONE 1: Terminal near Gate 1 – Southwestern area – Phases A, C, (at Dona Justina), I, D, K1;
- 1.2.2 ZONE 2: terminal near Gate 1 – Northwestern area – Phases A and C (Dona Francesca), B, E, F, and Inner G;
- 1.2.3 ZONE 3: Terminal near Gate 4 – Eastern area – Inner and Outer regions of Phase G, H;
- 1.2.4 ZONE 4: terminal near Gate 8 – Southern area – Phases I, D, K1, as well as Northview II and Serra Monte.

Note: other FLI Subdivisions are not included in the list due to limitations set by the TRU's Franchise regulations.

1.3 Procedure – Tricycle Units

- 1.3.1 Based on the survey conducted by the telephone operator of Filtoda, the Filtoda Officers and the FHA II Officers will arrange the number of tricycle unit that will be designated in Zones 1, 2, 3 and 4.
- 1.3.2 For fairness, the tricycle unit that will be assigned to a particular area of operation will be done in a democratic process.

1.4 Routing Arrangement

This will be determined by the Ad Hoc Committee on Transportation and Filtoda.

2. Operating Hours

Filtoda tricycles are authorized to operate within Filinvest II from 5:00 a.m. to 12:00 midnight only. Curfew is from 12:00 midnight to 5:00 a.m. of the next day. Tricycles are not allowed to operate during these hours. In case of emergency, three (3) tricycle units will be on call to service the homeowners at Gate 4.

3. Loading and Unloading Zone

- 3.1 Filtoda tricycles shall wait for their passengers at the duly designated place adjacent to Gate 1 and Gate 4. This means that they are not allowed to fetch passengers beyond the gate.
- 3.2 Filtoda tricycle shall not bring their passenger beyond the gate or to the waiting station of Batoda tricycles.

4. Uniform

Tricycle drivers are required to wear their yellow vest uniform while operating inside Filhomes II.

5. Identification Cards (IDs)

Tricycle drivers are required to secure IDs from Filhomes II.

6. Passengers

- 6.1 Tricycle drivers shall refrain from taking any passenger whose actual destination is not within Filhomes II or any of the other subdivision covered by the Filtoda franchise.
- 6.2 In relation to the above-mentioned, Security and Safety personnel shall thoroughly screen commuters entering the gates so as to prevent nonresidents from passing through Filhomes II. If deemed necessary, Security shall verify/confirm the identity of the commuter by calling up the household whose address the commuter claims to be his/her destination.
- 6.3 Likewise, tricycle drivers are not allowed to take as passengers those persons who have allegedly scaled the perimeter walls of Filhomes II.

7. Rules on Noise & Pollution

- 7.1 Tricycle mufflers will be randomly checked either by Security Forces or Field Services (FS) and Ad Hoc Transportation Committee.
- 7.2 The Security Forces are given the authority to implement the rules and regulations and to impose penalties.
- 7.3 A homeowner may report to the FHA II Administration their complaints regarding noise/pollution, misbehavior of tricycle drivers, including traffic violation. Inability to follow rules and requirements means suspension of operation of tricycle unit.

8. Tricycle Sticker Issuance Procedure

Entry and servicing of tricycles inside the subdivision with no stickers will be denied by the FHA II Security Forces.

8.1 Requirements for the Owner/Operator

- 8.1.1 Fill-up the application form
- 8.1.2 Submit original and photocopy of current registration of tricycle
- 8.1.3 Submit original and photocopy of franchise with the date duly stamped by the TRU.
FHA II will verify franchise documents at the Franchising Board.
- 8.1.4 Submit recent Barangay Clearance

8.2 Requirements for the Tricycle Driver

- 8.2.1 Must attend and submit traffic Rules Seminar Certificate
- 8.2.2 Submit original and photocopy of Driver's license with recent drug test
- 8.2.3 Submit original copy of Police or NBI Clearance
- 8.2.4 Submit recent Barangay Clearance
- 8.2.5 Post ID from FHA II Inside the tricycle's sidecar

8.2.6 Psychological Exam

8.3 Requirements for the Issuance of Tricycle Sticker

- 8.3.1 Bring along the tricycle at the Clubhouse for inspection (size, engine, and muffler with silencer) before issuance of sticker. Tricycles that are new with “muffler silencer” will be given priority for approval.
- 8.3.2 There will be Road Reliability test conducted by the Field Services Office before issuance of vehicle sticker.
- 8.3.3 Tricycle stickers will be personally fixed by the designated Security Officer and Office Services Staff. The sticker will be affixed inside the tricycle on the upper left windshield side of the driver. Entry and servicing of tricycles inside the subdivision with no stickers will be denied by FHA II Security Forces.
- 8.3.4 Driver/owner/operator of vehicle with illegally obtained franchise permit, driver’s license or vehicle sticker will be apprehended and reported to the police station for legal action.
- 8.3.5 Tricycle mufflers will be randomly checked by FHA II Security Forces to minimize noise and air pollution. Inability to follow means suspension of tricycle operation.
- 8.3.6 Owners of tricycle should require their drivers to dress properly and use a pair of shoes; slippers are not allowed.
- 8.3.7 Regularly repaint the tricycle, especially the body number.
- 8.3.8 Condition of the Tricycle. The Franchise holder or owner must see to it that his/her tricycle is in good running condition, preferably not less than 125 cc engine (4-stroke type) and muffler with original silencer. The body number must be painted at the front and back of the tricycle’s body.
- 8.3.9 Number of Tricycle Drier. There are 65 tricycle units and therefore, there will be only 65 drivers. In case the unit is out of condition or the designated driver is not available, the unit cannot operate.

B. BATODA

- 1. Batoda tricycles are allowed access to Veterans Village through Gate 4 from 4:00 AM to 12:00 Midnight.
- 2. From 12:00 midnight to 4:00 AM, only a limited number of Batoda tricycles with Filhomes II stickers are allowed entry through Gate 4 heading for Sitio Veterans.
- 3. The procedure in the issuance of stickers to Batoda tricycles follows the same procedure as that for FILTODA as discussed above.
- 4. The operation, limitation of tricycle units, and the requirements to prevent smoke belching and noise pollution are covered by a Memorandum of Agreement between FHA II and BATODA.

C. Rules on Traffic Violations, Noise and Smoke Pollution

- 1. Filhomes II Security Force and Filed Services Officer are the lead implementers of the rules and regulations on tricycle operation. They age given authority to implement the rules, impose penalties and apprehend violators.
- 2. The following traffic violations and corresponding penalties are to be implemented:

Traffic Violations and Corresponding Penalties

Offense	1 st Offense	2 nd Offense	3 rd Offense
1. Over speeding (exceeding 30kph)	P250.00	P500.00	P750.00 + 1 month suspension

2. Reckless Driving	P250.00	P500.00	P750.00 + 1 month suspension
3. Driving without license/practice driving	P500.00	P750.00 + turnover vehicle to police	P1,000 + ban from entering FHA2
4. Obstruction of Traffic	P300.00	P500.00	P750.00 + 1 month suspension
5. Unregistered Vehicle	P500.00	P750.00 + 1 week suspension	P750.00 + turnover vehicle to LTO
6. Illegal / Double Parking	P250.00	P500.00	P1,000.00 + 1 month suspension
7. Disregarding traffic sign	P250.00	P500.00	P750.00 + 1 week suspension
8. Overloading	P250.00	P500.00	P750.00 + 1 week suspension
9. Driving Under the Influence of liquor or drugs	P250.00	P500.00	P750.00 + 1 week suspension
10. Overtaking on Prohibited Zones	P250.00	P500.00	P1,000.00 + Ban from entering FHA2
11. Littering the Street while Transit	P250.00	P500.00	P750.00 + 1 month suspension
12. Traversing/driving through pedestrian pathway	P250.00	P500.00	P750.00 + 1 week suspension
13. Overnight Parking on Street	P100.00	P200.00	P750.00 + 1 week suspension
14. Drag Racing	P500.00	P1,000.00 + report to proper authorities	P1,000.00 + ban from entering FHA2
15. Smoke Belching	500.00	750.00 + confiscation of ID	1,000.00 + ban from entering FHA2
16. Operating out of Line	P200.00	P300.00	P600.00 + 1 week suspension
17. Unregistered substitution or replacement of engine / chassis	P300.00	P600.00	P1,000.00 + 1 month suspension
18. Allowing unlicensed or improperly licensed person to drive	P500.00	P750.00	P1,000.00 + 1 month suspension
19. Failure to attach current sticker on the sidecar	P200.00	P400.00	P600.00 + 1 week suspension
20. Driving in short, sando/slipper	P100.00	P200.00	P300.00 + 1 week suspension
21. Charging excessive rate more than prescribed rate	P200.00	P400.00	P600.00 + 1 week suspension

22. The penalty of Five Hundred Pesos (P500.00) shall be imposed on motorcycles passing through Palma Street the amount of which shall be apportioned among Phase F, the apprehending security officer, and FHA II by the Board accordingly. (BR 2015-015)
23. Total Ban on motorcycles, two-wheeled and three-wheeled vehicles, from Gate 2 Palma St., corner Pele St. and vice versa, Jensen St., corner Atlas St., Jensen St., corner Inca St. and vice versa, Gate 1 to Dona Justina St., where penalty for violators are:

First Offense – P1,000; Second Offense- P2,000; Third Offense- BANNED from entering subdivision.

CHAPTER XI

FACILITIES

The following facilities shall be under the supervision of the Capital Assets Management Committee while their maintenance and/or major improvements thereto shall be the responsibility of the Construction and Maintenance Committee. (BR No. 020-2012)

A. Basketball Court

The basketball court is one of the community amenities. Although it is relatively free from maintenance, it is not immune to deterioration resulting from neglect or abuse. Proper care should be taken in its use.

1. Court use is free in the morning to all homeowners. However, during the night, there is a corresponding fee per hour for the use of the court (see Schedule of Fees and Fines and No. 4 below).
2. Office, maintenance and security personnel may use the court, but must yield to homeowners who wish to use the same. Construction workers may not use the court.
3. Among homeowners, court use is on a first-come, first served basis. Exceptions: where prior reservation had been made where Association-sanctioned official games have been scheduled.
4. The court is open every day from 8:00 a.m. to 6:00 p.m. Night time use from 6:00 p.m. to 10:00 p.m. must be upon reservation and the payment of a reasonable fee for the electricity used by lights.
5. The court maybe used alternatively for nighttime parties. Use is free for homeowners who do so for Association or community-related purposes. If for private purposes, they shall pay a fee to be fixed from time to time by the Board, which will include payment for the electricity used by the lights.
6. All users must refrain from creating noise so as not to unduly disturb the neighborhood. This is especially so during an authorized nighttime use.

B. Children's Playground

The children's playground can be a source of joy and new friends for our children, but it can also be fraught with dangers – children being what they are. Also, since children are innocent, it is easy to overlook the fact that they too can physically abuse the playground's facilities, sometimes even faster than adults.

1. Children playing must always be accompanied by their adult companions. They remain at all times the responsibility of these companions.
2. Homeowners are expected to educate their children:
 - 2.1 to share the facilities;
 - 2.2 Not to do anything to the facilities that is tantamount to vandalism and;
 - 2.3 Not to litter the grounds.
 - 2.4 Pets are not allowed on the children's playground for health and safety reasons.
3. Any damage to the facilities will be assessed against a homeowner whose child was proven to have deliberately caused it. Additionally, a fine may be imposed at the discretion of the Board.

C. Clubhouse

The Clubhouse is the centerpiece structure of the subdivision. In a way, it is a reflection of our homes, hence proper care must always be given to its facilities. At the moment, it houses the Administration Office of the Association, but the clubhouse is primarily designed for the use of the homeowners in the holding of community events, meetings and social activities.

1. Clubhouse use is free for Association of community-related activities of the homeowners. To avoid conflicts of schedules, reservation must first be made, which shall be treated on a first-come, first-served basis.

Incumbent members of the Board of Governors shall have free use of FHA II facilities and the Clubhouse, a privilege that is available to the Board of Governors ONCE during their term of service; FURTHER, the privilege is granted to those whose terms expired but failed to exercise the privilege during their term, and it must be availed within 1 year after the term of service for one (1) time only; FURTHER, the privilege is transferrable to a homeowner for one (1) time only and for one facility only. (e.g. Swimming Pool, Clubhouse, or Basketball/Tennis Court) (BR No. 095-2021 as amended by BR No. 097-2023)

2. Homeowners may use the clubhouse for their private gatherings subject to the higher right of other homeowners who wish to use it for Association or community-related purposes. Clubhouse use will not be denied the former unless there is a serious cause. When permitted, said homeowners will pay the required fees fixed by the Board, subject to any discounts that may be granted.

The Board will be the final judge of what an Association or community-related activity is, as well as what a serious cause is.

3. Non-homeowners cannot use the clubhouse, unless sponsored by a homeowner or homeowner's group. This is subject at all times to the rights of the Association to refuse upon any ground it deems justified. When permitted, said homeowners shall pay the required fees without discount. A contract shall be prepared for this purpose.
4. The Board shall fix the fees both for the daytime as well as nighttime use of the clubhouse. Daytime use shall be from 8:00 a.m. to 6:00 p.m.; nighttime use shall be from 6:00 p.m. to 12:00 midnight. This schedule is subject to change without notice upon the discretion of the Board.
5. All users must refrain from creating noise that will duly disturb the neighborhood. During nighttime use, the sound system shall be toned down.

D. Swimming Pool

Use of the community pool is strictly a privilege. While precautions are taken to ensure the safe and enjoyable use of this pool, use of the same nevertheless remains at the risk of the users. The pool includes its accessories like the bathhouses. Fees charged are for maintenance only.

1. The pool is for the exclusive use of homeowners and their guests. The latter must always be accompanied by the former. Domestic helpers may use the pool if accompanied by their homeowner-employer or if they are accompanying the children of the homeowner.
2. The pool is open for daytime use from 8:00 a.m. to 5:00 p.m. Upon prior reservation, the pool may also be made available for nighttime use from 6:00 p.m. to 10:00 p.m. provided a minimum fee for ten (10) users is paid. This schedule is subject to change without notice upon the

discretion of the Board. The fees for the use of the pool shall be fixed from time to time by the Board.

2.1 A Membership Fee of One Thousand Two Hundred Pesos (Php1,200.00) per month shall be charged for unlimited daytime use of the FHA2 Swimming Pool. (BR No. 074-2023)

3. Pool users must refrain from creating noise so as not to disturb the neighborhood.
4. Rules for the safe and sanitary use of the pool are posted prominently within the pool area. These rules are mandatory and must be strictly complied with.
5. Consumption of liquor and smoking in the pool area shall be prohibited during daytime except during exclusive parties. (BR No. 057-2013)
6. The Board reserves the right to eject any violator of the pool rules and/or to bar him from the future use of the pool.

E. Tennis Court

The following rules and regulations shall govern the operation of the tennis courts and their attendant amenities.

1. Membership

1.1 Regular Membership

- 1.1.1 Membership in the FHA II tennis Club is open to all Filinvest II homeowners and their dependents. An individual need not be a member of the Tennis Club to be able to play and enjoy the facilities and amenities offered by the Tennis Club.
- 1.1.2 Regular players are however encouraged to join the Club in order to avail of the privileges offered to members, particularly in regard to court and lighting fees.
- 1.1.3 Homeowners together with their dependents who are not in good standing with the Association cannot be considered for membership until such time that they have settled their outstanding accounts with the Association.

1.2 Associate Membership

- 1.2.1 Individuals living outside the jurisdiction of the Association may apply as Associate Members provided that they are duly recommended by the Club's regular members.
- 1.2.2 An Associate Member shall have the same privileges and obligations of a Regular Member.
- 1.2.3 The validity for Associate Membership is only for one year but may be extended on a year-to-year basis provided the Associate-Member pays the prescribed annual fee and other fees.
- 1.2.4 An Associate Member must pay the non-refundable annual fee to the Club in addition to the monthly dues assessed from every member.
- 1.2.5 Associate Membership shall be limited to only 10% of the total membership of the Club
- 1.2.6 An Associate Member cannot be elected as an officer or appointed to any position in the Club.

2. Privileges

- 2.1 Only regular members shall have the right to vote and be voted upon as officers of the Club.

- 2.2 Members and their dependents can play without having to pay the prescribed court fees.
- 2.3 Members, with the exclusion of their dependents, shall enjoy a discounted rate for the use of the lights at night.
- 2.4 Only members can join tournaments, invitational matches and other activities organized by the Club.

3. Fees, Dues & Assessments

- 3.1 Members must pay monthly dues, in the amount to be determined from time to time, to defray the cost of maintaining the tennis court and other amenities.
- 3.2 The “first-come first-served” rule shall apply on the use of the tennis courts. Reservations are not allowed.
- 3.3 A doubles game shall have priority over singles during peak hours.
- 3.4 A singles game shall have priority over training. (Training here means player/s practicing with a trainer)
- 3.5 Training sessions shall only be allowed when there are no more players waiting for their game or during weekdays at non-peak hours, usually between 6:00 a.m. to 9:00 a.m.
- 3.6 Club Tournaments and Dual Matches organized by the Club shall have priority over individual games whether singles or doubles.

4. Schedule of Fees

4.1 Annual Fee (for non-homeowners)	P1,600.00
4.2 Monthly dues (for members)	P 100.00
4.3 Court Fees:	
4.3.1 Non-member homeowner’s	50/head/game
4.3.2 Outsiders (Non-regular/non-associate members)	P60/head/game
4.4 Lighting rates:	
4.4.1 Members	P120.00/hr.
4.4.2 Non-members and guests	P180.00/hr.*

* When a member plays with non-members, he pays his proportional share based on the member’s rate, while the rest of the players shall divide the balance charged to non-members and guests.

4.5 Guest Fee (for use of light during night play)	
4.5.1 Members	None
4.5.2 Dependent & Others	P50.00/head

Note: The above rates may change should cost of maintenance and replacement cost of equipment and electricity increase.

F. Badminton Court

Rates for use of the badminton court are found in Chapter XII: Schedule of Fees and Fines.

CHAPTER XII

SCHEDULE OF FEES AND FINES

A. Administration Fees

DESCRIPTION	
<div>1. Membership Dues</div> <div>Only one homeowner’s dues per single unit of lot with one title, such as one lot with a duplex residential unit, shall be collected provided that the other unit is not rented out.</div> <div>A 6% penalty compounded annually shall be imposed on all delinquent Homeowners’ and Lot Owners’ dues. (BR No. 050-2015) Members in good standing will be given privileges in the use of facilities</div>	<div>BR No. 086-2023</div> <div>P2.50 /Sq.M. per Title but in no case less than P600.00 but not to exceed P1,000.00</div>
<div>2. Lot Dues</div> <div>Assessed every year starting 1984.</div>	<div>BR 2023-086</div> <div>P1.90/ Sq.M. per Title but in no case</div> <div>Less than P450.00 but not to exceed P800.00</div>
<div>3. Swimming Pool Fee per Person</div> <div>(Per BR 2022-068)</div> <div>Membership Fee for Unlimited Use (BR 2023-074)</div> <div>Homeowner</div> <div>Homeowner of Adjacent Subdivision</div> <div>For Private Functions:</div> <div>Nighttime only: From 6:00 p.m. to 10:00 p.m.</div> <div>Homeowners (in good standing)</div> <div>Non-homeowners (must be accompanied by Homeowners in good standing) (****To be taken up by the Board)</div> <div>Reservation is required. In case of cancellation, the reservation fee is non-refundable.</div>	<div>Php1,200.00/month</div> <div>Php150.00</div> <div>Php200.00</div> <div>2,700.00</div> <div>**TO BE UPDATED</div> <div>****3,700.00</div> <div>300/PAX</div> <div>500.00</div>
<div>4. Clubhouse Rental with Aircon (per BR No. 044-2023)</div> <div>A. Main Clubhouse</div> <div>Homeowners in Good Standing:</div>	<div>P30,000 for 4 hrs + P3,000/ hr of extension</div>

Homeowners NOT in Good Standing:	CANNOT RENT
Non-Homeowners	P40,000 for 4 hrs + P4,000/hr of extension
Janitorial Fee	P2,500.00
Refundable Bond	P10,000.00
B. Small Clubhouse	
Homeowners in Good Standing:	P5,100.00 for 4 hours + P1,275/hr of extension (daytime) P6,000.00 for 4 hours+P1,500/hr of extension (nighttime)
Refundable Bond	P2,500
Homeowners NOT in Good Standing:	P8,600.00 for 4 hours +P2,150/hr of extension (daytime) P9,300.00 for 4 hours +P2,325/hr of extension (nighttime)
Refundable Bond	P2,500.00
Non-Homeowners	P11,000.00 for 4 hrs + P2,750/hr of extension (daytime) P13,500 for 4 hrs + P3,375/hr of extension (nighttime)
Refundable Bond	P2,500.00
C. Phase D Events Center Clubhouse	
Homeowner in Good Standing	P10,000.00 (daytime) P12,000.00 (nighttime) P2,000.00/hr of extension (daytime or nighttime)
Refundable bond	P5,000.00 (daytime) P6,000.00 (nighttime)
Homeowner NOT in Good Standing	P15,000.00 (daytime) P17,000.00 (nighttime) P2,000.00/hr of extension (daytime or nighttime)

<p>Refundable Bond</p> <p>Non-Homeowner</p> <p>Refundable Bond</p>	<p>P7,500.00 (daytime) P8,500 (nighttime)</p> <p>P15,000.00 (daytime) P17,000.00 (nighttime) P2,000.00/hr of extension (daytime or nighttime)</p> <p>P7,500.00 (daytime) P8,500 (nighttime)</p>
<p>D. Phase F Park Rental Rates</p> <p>E. Stall Fee for one (1) Stall or Slot for one (1) homeowner in good standing (BR No. 095-2022)</p> <p>Stall Fee for a Stall with an area of 6 square meters</p>	<p>(BR No. 080-2023) P4,500.00 for 6 months P1,000.00 for 7th month onwards</p> <p>P4,500.00 retroactive 6 months of operation; P1,000.00 per square meter on the 7th month onwards.</p> <p>5% BR 2017-10-50</p>
<p>5. Covered Basketball Court* To Be Updated</p> <p>a. Private Function/Parties Day Rate: From 8:00 a.m. to 6:00 p.m. Homeowners: First 4 hours Every hour in excess Guests: First 4 hours Every hour in excess</p> <p>Nighttime only – 6:00 p.m. to 12:00 p.m. Homeowners: First 4 hours Every hour in excess</p> <p>Guests: First 4 hours Every hour in excess</p> <p>Reservation is required (non-refundable in case of cancellation)</p>	

<p>b. Playing at Night Time</p> <p>Night time Only – 6:00 p.m. to 10:00 p.m. Homeowners (per hour rate) Guests (per hour rate)</p>	
<p>6. Pictorial or Filming inside the Subdivision</p> <p>Taping/Shooting Fee (indoor) Taping/Shooting Fee (outdoor) Taping/Shooting Bond (indoor) Taping/Shooting Bond (outdoor) For First 12 hours Every Hour in excess Note: Only for homeowners in good standing (Application form to be certified by the Accounting Office.)</p>	<p>P7,500.00 P10,000.00 P15,000.00 P20,000.00 P500.00</p>
<p>7. Badminton Court Rental</p> <p>(Day and Nighttime Use)</p> <p>Note: only for homeowners in good standing</p>	<p>(BR No. 084-2023) P300.00 per hour</p>
<p>8. Tennis Court Rental</p> <p>Annual Fees (non-homeowners) Monthly Dues (for homeowners) Court Fees: Nonmember homeowners (per game) Outsiders (non-regular/non-associate members) Lighting Rates: members (per hour rate) Non-members and Guests (per hour rate)</p>	<p>As determined and managed by the Filhomes II Tennis Club</p>
<p>9. Vehicle Sticker (Fiscal Year)</p> <p>HOMEOWNERS</p> <p>ADJACENT HOMEOWNERS</p> <p>EMPLOYEES OF HOMEOWNERS</p> <p>a. Adjacent FLI Subdivision (Homeowners) ii. Commercial Vehicles (e.g. school bus, catering services, taxi, PUJ) of homeowners in good standing.</p> <p>Tricycle Filtoda Batoda</p> <p>Note: 1. School bus owned by outsiders will have the same rate as homeowner's commercial vehicle. 2. Apply and submit requirements at FHA II Office</p>	<p>BR No. 100-2023</p> <p>P600.00/car or motorcycle P700.00/car</p> <p>P2,000.00</p> <p>P350.00 P350.00</p>
<p>10. RFID Sticker / Annual Maintenance Fee</p> <p>a. Homeowners in good standing: Private Vehicle</p>	<p>BR No. 101-2023</p> <p>First 2 cars – P300.00/car; 3rd car and 4th car - P400.00/car</p>

<p>b. RFID Sticker / Annual Maintenance Fee for Homeowner of Adjacent Subdivision</p>	<p>5th car and above – P600.00/car</p> <p>BR No. 101-2023 First 2 cars – P400.00 /car; 3rd car and 4th car - P500.00/car 5th car and above – P700.00/car</p>
<p>10. Toll Fees for Delivery Vehicles</p> <p>BR No. 066-2023</p> <p>3-Wheeler</p> <p>4-Wheeler</p> <p>6-Wheeler, bus (small vehicle)</p> <p>6-Wheeler, stretched forward (medium)</p> <p>6-Wheeler, dumped truck (large)</p> <p>10-Wheeler</p> <p>Note: a. Delivery vehicles of non-members are not eligible to apply for vehicle sticker. b. Water tanker vehicles during emergencies are exempted from toll fees.</p>	<p>Per BR No. 066-2023</p> <p>P70.00</p> <p>P150.00</p> <p>P350.00</p> <p>P800.00</p> <p>P2,000.00</p> <p>P12,000.00</p>
<p>11. New Construction / Major Renovation</p> <p>Construction Bond</p> <p>Floor area including covered garage or patio</p> <p>Processing and Inspection Fees</p>	<p>P1,000.00/sq.m. (BR No. 068-2023)</p> <p>20% of Construction Bond</p>
<p>12. Minor Renovation</p> <p>Construction Bond</p> <p>Processing and Inspection Fees</p>	<p>100.00/sq.meter of floor area</p> <p>20% of Construction Bond</p>
<p>13. Demolition</p> <p>Construction Bond</p> <p>Processing and Inspection Fees</p>	<p>15,000.00</p> <p>10,000.00</p>
<p>14. Fencing</p> <p>Construction Bond</p> <p>Processing and Inspection Fees</p>	<p>P30,000.00 (BR No. 068-2023) 3,000.00</p>
<p>15. Miscellaneous Repairs</p> <p>Construction Bond</p>	<p>P20,000.00 (BR 2023-068)</p>

Processing and Inspection Fees	2,000.00
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16. Fee for business at home	Corporations – P1,000.00 annually Sole proprietorship – P500.00 annually (BR No. 012-2021)
17. Tree Cutting/Trimming inside the property Conditions: a. Homeowner is in good standing b. Trees to be cut shall be first assessed and homeowner agrees in writing c. Tree trimming shall be conducted only on weekends except during emergencies d. Fee is based on the size and number of trees e. Payment of the Fee is paid to the FHA2 Cashier before cutting/trimming	P5,000.00(BR No. 103-2023)

B. Administrative Offenses and Penalties

Offenses	1 st Offense	2 nd Offense	3 rd Offense & Up
1. Posting commercial and advertising sign in non-designated area. The only designated areas are the common poster areas as identified by FHAI Admin (Gates 1, 2 and, 8) and for a fee to be advised by the FHA II Admin.	1 st Offense Warning & Removal of Sign 2 nd Offense – P5,000 3 rd Offense & Up – P10,000 (BR No. 104-2023)		
2. Posting professional signage exceeding 4inches x 20inches Professional Signage/Plaque should only contain the Professional's name, title and/or profession.	Written Notice		
3. Excessive blowing of horn after 11:00 p.m. (BR No. 105-2023)	Verbal Notice	Written Notice	Fine – P2,000 / violation
4. Loud radio, TV, other audio appliances, pump, and generator From 10:00 p.m. to 6:00 a.m. (BR No. 105-2023)	Verbal Notice	Written Notice	Fine – P2,000 / violation

5. Noisy muffler and stereo From 10:00 p.m. to 6:00 a.m. (BR No. 106-2023)	Written Notice	Fine – P2,500	Fine – P5,000
6. Raising or breeding of agricultural animals (goats, cows, fighting cocks, geese, ducks, exotic animals) and endangered species Note: Domestic pets like dogs, cats, fishes, and birds are allowed but not in commercial quantity (Based on the current QC Ordinance) BR No. 107-2023	Immediate Removal of animals from the subdivision Written Notice Fine P2,500 Fine P5,000		
7. Allowing Pet Dogs to Stray (BR. No. 105-2021 as amended By BR No. 108-2023)	P 2,500	P 5,000	P 10,000
8. Excessive noise especially during parties and gathering after 12:00 MN except during Christmas and New Year where the curfew is 2:00 AM (BR No. 109-2023)	Verbal Notice	Written Notice	Fine P2,000
9. Distributing advertising materials without permission from the Association office. Distributing advertising materials is only allowed in commercial spaces identified by FHA II Admin. (BR No. 110-2023)	1 st - Stop Distribution + Fine P1,000 2 nd – P 2,500 3 rd & up – P5,000		
10. Redemption fee for pets	P1,000.00 per day		
11. Redemption fee for agricultural animals	P500.00 per day (BR No. 111-2023)		
12. Scattered garbage (BR No. 112-2023)	Written Notice	P2,500	P 5,000
13. Vandalism (BR No. 113-2023)	Apprehension + P2,000 fine for every offense		
14. Unauthorized Construction of Humps/Basketball Court	P1,000.00 + demolition of structure at the expense of the violator		
15. Destruction of FHA II facilities and/or properties (BR No. 114-2023)	Immediate fine of P10,000 + restoration expense will be charged to the violator		
16. Curfew at the Clubhouse and Parks (after 12 midnight)	Verbal Notice	P500 + Written Notice	P2,000 + Written Notice

(BR No. 115-2023)			
17. Illegal structure with no permit from Lot Owner, homeowner or institution concerned (e.g. creek's easement, etc.) (BR No. 116-2023)	Written Notice	P10,000 + demolition cost of structure at the expense of the violator	P20,000 + demolition cost of structure at the expense of the violator
18. Parking of dilapidated and unsafe vehicles on vacant lot, street, or sidewalk (BR No. 117-2023)	Written Notice	Immediate fine of P10,000.00 + towing of vehicle at the expense of the violator	Immediate fine of P20,000.00 + towing of vehicle at the expense of the violator
19. Domestic Violence (BR No. 118-2023)	Report to respective Government Authorities	Report to respective Government Authorities	Report to respective Government Authorities
20. Hunting/Shooting of Birds and other animals (BR No. 119-2023)	Immediate fine of P2,500.00 + Report to police authorities and confiscation of gun used	Immediate fine of P5,000.00 + Report to police authorities and confiscation of gun used	Immediate fine of P10,000.00 + Report to police authorities and confiscation of gun used
21. Not segregating garbage properly, not using prescribed garbage bags and other similar violation, dumping garbage on vacant lot	Written Notice	Non-collection of garbage	P500.00/collection
22. Burning of garbage in vacant lots (BR No. 120-2023)	P5,000.00 + Written Notice	P10,000.00	P15,000.00
23. Breaking any part of the perimeter wall, construction structures such as ladders, planks against the wall, or digging of hole under the wall (BR No. 121-2023)	P5,000.00 + repair of the wall and/or Removal of structures P10,000.00 + repair of the wall and/or Removal of structures P15,000.00 + repair of the wall and/or Removal of structures		
24. Operating commercial / industrial business inside the subdivision (BR No. 122-2023)	Written Notice	P5,000.00 + Demand Letter	P10,000 and Closure
25. Operating Sari-Sari Stores or variety stores in places other than the authorized designated area* in the Subdivision Clubhouse	Written Notice		
26. Selling of Intoxicating Drink, liquor/cigarette without special permit from the FHA II Office Note: a. Only the designated area is allowed to sell beer and wine. c. Minors are not allowed to buy any intoxicating drink/liquor/cigarette (BR No. 09C-2019)	Fine of P5,000.00 (BR No. 09C-2019)		

28. Falsification of FHA II Car Stickers and official documents	a. Filing of Falsification Case b. Php15,000.00 for every offense c. Homeowner will be declared NOT IN GOOD STANDING and Committing an act inimical to the Association		
27. Faking/photocopying and using fake/photocopied car stickers	P10,000.00 and denial of application for new sticker for one (1) year (BR No. 003-2020 ZOOM)		
28. Selling of prohibited drugs (BR No. 123-2023)	Apprehension and endorsement to PDEA and related Government Agencies /	Apprehension and endorsement to PDEA and related Government Agencies	Apprehension and endorsement to PDEA and related Government Agencies
29. Homeowners who continue to use the RFID Lane even when their dues are not paid or updated (BR No. 056-2022 as amended by BR No. 124-2023)	WARNING	Written Notice and Fine of P3,000	Suspension of RFID Sticker and Fine of P10,000.00
30. Non –appearance on the day of LTO Emission Testing and Registration – P100.00 (BR No. 059-2020)			
31. Urinating on public vacant lots or walls of homeowners' properties	P1,000.00 (BR No. 079-2022)		
32. Damaging or Breaking RFID Boom Barrier and other parts of the RFID System (BR No. 041-2022)	P10,000.00 – Minimum Damage P15,000.00 –Medium/Moderate Damage P20,000.00 –Maximum Damage (BR 2022-041)		
33. Encroachments by Homeowners on Easements	P5,000.00 per day (BR No. 083-2023)		

*Normally, offenses are reported by Homeowners and received by FHA II Staff on duty or guards on-duty.

**Verbal notices will be done by the Security guard or Homeowner who witnessed the violation.

D. Fines/Action for Traffic Violations (Non-Tricycles) (BR No. 125-2023)

Offense	1st Offense	2nd Offense and Up
1. Over Speeding (exceeding 25kph)	P500.00	P1,000.00
2. Reckless Driving	P500.00	P1,000.00
3. Driving without License/practice driving	P1,000.00	Turnover vehicle to police
4. No wearing helmet while riding motorcycle	P500.00	P1,000.00
5. Obstruction of traffic	P600.00	P1,000.00
6. Unregistered vehicles	P500.00	Turnover vehicle to LTO
7. Illegal/double parking	P500.00	P1,000.00
8. Disregarding traffic sign	P500.00	P1,000.00
9. Overloading	P500.00	P1,000.00
10. Driving under the influence of liquor or drugs	P500.00	P1,000.00
11. Overtaking on	P500.00	P1,000.00

prohibited zones		
12. Littering the street while transit	P500.00	P1,000.00
13. Traversing/driving through pedestrian pathway	P500.00	P1,000.00
14. Overnight parking on narrow streets or dangerous slopes	Verbal Notice and Removal	
15. Drag Racing	Apprehension and report to police authorities	
16. Smoke Belching	Written Notice	Apprehension and report to police authorities

APPENDIX A
AMENDED ASSOCIATION BY-LAWS
(2002)

ARTICLE I
PREAMBLE

Section 1. We, the members of Filhomes II Homeowners Association, Inc. (FHA II), comprising Filinvest Homes II Subdivision, Batasan Hills, Quezon City, Metro Manila and subdivided into Phases A, B, C, D, E, F, G, H, I, and K-1, with principal office located and established at Filinvest II Clubhouse, Atlas Street, Filinvest II Homes Subdivision, Batasan Hills, Quezon City, Metro Manila, imploring the divine inspiration and assistance of Almighty God, in order to establish a Homeowner’s Association that shall embody our ideals and aspirations, promote and foster the spirit of friendship and better understanding among our members, secure to ourselves and children adequate and complete basic community services on security, health and sanitation, environmental preservation, water supply, recreational facilities, youth development, anti-drug abuse program, cooperatives and commercial establishments, livelihood projects, medical and dental health services, programs on Senior citizens and the disabled, disaster relief and control programs, outreach programs with surrounding communities and barangay and police affairs liaison, under the Articles of Incorporation and rules and regulations of the Homeowner’s Association tempered with truth, reason, justice, love, peace and equality, as well as incorporating herewith the mandatory provisions of the Magna Carta Reform for Homeowners and Homeowners’ Association, (BR 2016-107) do ordain and promulgate this BY-LAWS.

ARTICLE II
MEMBERSHIP

Section 1. *Regular Members.* Every owner of a residential lot and/or house shall become a regular member of the Association automatically. An unoccupied lot owner or homeowner shall mean to include the spouse, heirs or successors-in-interest. A membership book listing the regular members of the Association shall be established and maintained by the Association. Only homeowners shall, however, be eligible to vote or be voted upon to become an Officer of any Phase or member of the Board of Governors of the Association.

Section 2. *Special Members.* Subject to Article VI, Section 6 and Section 8 hereof, every lessee of a house or legal occupant may be admitted for membership with the Association upon application in writing and approval by the Board of Governors; Provided, that such membership does not violate existing laws, rules and regulations promulgated by the government of the Republic of the Philippines or any of its agencies and instrumentalities. Such membership, if allowed, shall likewise be made of record in the membership book designated for Special Members. Special Members shall not, however, be

eligible to vote or be voted upon to become an Officer of any Phase or member of the Board of Governors of the Association. Special membership shall cease and be terminated upon receipt by the Association of the lessor/homeowner's Notice of termination or upon expiry of the Lease Contract with the homeowner whichever occurs first. The Board of Governors may also terminate the privilege granted any time for any reason whatsoever.

Section 3. *Honorary Members.* Any person not covered by the immediately preceding sections who has performed outstanding services to the community and/or Quezon City, in general, may be made an honorary member of the Association by a resolution of the Board of Governors. As such member, he or she shall be exempted from the payment of dues or fees. He shall not, however, be eligible to vote or be voted upon to become an Officer of any Phase or member of the Board of Governors of the Association; Provided, that the total honorary membership shall not exceed two percent (2%) of the total members; and Provided finally that the use and enjoyment of the privilege herein conferred shall not exceed one (1) year from the date of such grant.

Section 4. *Members in Good Standing.* An unoccupied lot owner/homeowner is considered a member in good standing if he possesses the following qualifications:

- a. All his monthly association dues are paid on time.
- b. He participates in community affairs especially when requested by the Association.
- c. He complies with all his duties and obligations as provided under the Articles of Incorporation, these By-Laws and the rules and regulations of the Association.
- d. He has not committed any act inimical to or against the Association or any of its members especially in the custody or safekeeping of property or money entrusted to him by the Association.

Section 5. *Disciplinary Measures on Members.* The Board of Governors of the Association shall have the sole and exclusive prerogative to suspend, expel, sanction or otherwise discipline in such form and manner as they may deem fit any erring member of the Association provided due notice and hearing is given to such member.

The Board shall consider as an aggravating circumstance, in the event of any proceeding against any member, his previous conviction by a court of justice of a crime involving moral turpitude as defined by law.

ARTICLE III

MEMBERSHIP FEES AND DUES

Section 1. *Membership Fee.* Every owner of a residential lot or house upon the effectivity of the By-Laws shall pay one-time membership fee of One Hundred Pesos (P100.00) or as may be determined by the Board of Governors.

Section 2. *Monthly Dues.* Every homeowner of the Association shall pay monthly association dues of one Hundred Seventy-Five Pesos (P175.00) to defray the association's administration and operational expenses, other projects and activities. Monthly association dues on occupied lots shall be assessed at P0.60 per square meter while the grasscutting fee for unoccupied lot owners shall be P2.50 per square meter per year. Any change or adjustment of the fees herein mentioned shall be approved by the Board of Governors taking into consideration the increase in operating costs of providing basic services to the community. Monthly dues for special members of the Association shall be fixed by the Board of Governors.

Section 3. *Special Assessments.* The Board of Governors may from time to time make special assessments and collect from each member reasonable amounts as may be required on special occasions and activities of the Association.

ARTICLE IV

PHASE EXECUTIVE OFFICERS / BOARD OF GOVERNORS

Section 1. The Phases of Filinvest Homes II Subdivision shall consist of Phases A, B, C, D, E, F, G, H, I, and K-1 based on the present geographical delineations.

Section 2. Each phase of the subdivision shall elect from among its members in good standing their respective Phase Governor, Vice Governor, Treasurer and Secretary in that order, in an election to be held not later than the third Sunday of October of every Year to be conducted in accordance with the rules of the Association to be set by the Board of Governors. The Phase Officers so elected shall hold office for a term of one (1) year and within the Fiscal Year of the Association until their successors are elected and qualified.

Section 3. The Board of Governors shall initially be composed of the duly-elected Phase Governors who shall convene to elect among themselves the Officers of the Association. In case of the absence of the Phase Governor during the Annual Election of the Officers of the Association, the duly-elected Phase Vice-Governor shall vote on his behalf. The Phase Governor, however, may not be voted upon during the Annual Election of Officers of the Association. The absent Phase Governor, may however, still be voted upon as an Officer of the Association. Any Phase Governor elected as an Officer of the Association shall be succeeded as Governor by the duly-elected Phase Vice-Governor. The composition of the Board of Governors shall then be all Phase Governors and the elected Officers of the Association.

Section 4. The powers of the Association shall be exercised, all business conducted and all properties of the Association controlled and held by the Board of Governors.

Section 5. A vacancy occurring in the position of Phase Governor either by resignation, death or incapacity, or by reason of his election as an Officer of the Association shall be filled by the duly-elected Vice-Governor, who shall serve till the next higher rank and the position of a Secretary shall then be appointed by the new Phase Governor.

Section 6. A simple majority of the members of the Board shall constitute a quorum at any meeting of the Board except in cases where the subject matter refers to selling of property, borrowing of money, condonation of assets of the Association or any integral portion of the subdivision and any action of similar magnitude, which shall require a quorum of at least two thirds (2/3) of the complete membership of the Board.

Section 7. In case of the absence of the Phase Governor in a Board of Governors meeting, the Phase Vice Governor or any Phase Officer in the absence of both may attend the meeting on his behalf.

Section 8. No Phase Officer nor member of the Board of Governors shall hold office for more than three (3) consecutive terms in any capacity whatsoever.

ARTICLE V

OFFICERS OF THE ASSOCIATION

Section 1. The Association shall have the following officers:

- a. President
- b. Vice-President for External Affairs¹
- c. Vice-President for Internal Affairs
- d. Secretary
- e. Treasurer

f. Internal Auditor

who shall be elected on the second Sunday of November in accordance with Article IV Section 3 hereof by secret ballot from among the newly-elected Phase Governors and by a plurality or the highest number of all the votes cast by said Phase Governors at the annual meeting of the Board held immediately after the annual meeting of members and shall hold office for a term of one (1) year (BR 2009-037??) and within the Fiscal Year of the Association until their successors shall have been elected and qualified. If the election of officers cannot be held at such meeting, the election shall be held thereafter as soon as it is convenient and practicable but not later than the second Sunday of the following month. Each Phase Governor is entitled to at least one vote; provided, however, that he shall be entitled to an additional vote if the homeowners of this Phase exceed fifty and another vote for every fifty homeowners in excess of One Hundred. In the event of a tie among the candidates vying for a position, the incumbent Chairman of the meeting shall vote and break the tie.

Section 2. Powers and Duties of the Officers

A. The President

1. To preside all meetings of the Association and the Board of Governors;
2. To appoint, subject to confirmation of the Board, the Chairman and members of the different committees, and other officers, and to act as an ex-officio resource person/consultant thereof;
3. To see to it that these committees function properly and coordinate with committee chairmen towards that end;
4. To call for committee reports and have the Board take action thereon;
5. To sign the certificates of membership;
6. To implement the policies and resolutions of the Board;
7. To submit an annual report and a duly audited financial report of his administration to the Association during the annual meeting;
8. To exercise such other powers and perform such other duties as properly belonging to his office and as the Board of Governors may from time-to-time fix or delegate.

B. Vice-President for External Affairs

1. To exercise the powers and perform the duties of the President during his absence or incapacity of the latter for any cause;
2. To discharge the duties of Vice-Chairman of the Board of Governors;
3. To assist the President insofar as the external affairs of the Association are concerned;
4. To assume the office of the President in case of vacancy;
5. To coordinate with government agencies and entities affecting the association;
6. To exercise such other powers and duties as the Board may from time-to-time delegate or assign to him.

C. Vice-President for Internal Affairs

1. To assist in administrative matters of the Association including the supervision of the Community Manager and the Administrative Personnel;
2. To supervise and manage the security affairs of the Association;
3. To assist the President insofar as the internal affairs of the Association are concerned, such as sports fest, Christmas activities, recognition day, etc.;
4. To supervise and coordinate the activities of all organizations in the subdivision such as civic, religious, sports or other organizations;
5. To take charge of all matters of public relations of the Association;

6. To exercise such other powers and duties as the Board may from time-to-time delegate or assign to him.

D. Secretary

1. To keep all record of the Association, including the Minutes of the meetings of the Association and the Board of Governors, officers list, attendance records, contracts, the roll of members, showing their residence, office addresses and telephone numbers and so forth;
2. To keep the seal of the Association;
3. To fill up and countersign certificates of membership issued;
4. To give or cause to be given, all notice required by law or by these by-laws , as well as notices of all meetings of the Board of Governors or of the Association.

E. Treasurer

1. To have the custody of and be responsible for all funds, copies of contracts, and other properties of the Association and keep a complete and accurate record of receipt and disbursements of all financial transactions;
2. To be responsible for the collection of all fees, dues and other financial obligations of the members accruing to the Association;
3. To receive monies due from other sources;
4. To collect, receive and deposit such funds with bank or banks designated by the Board of Governors;
5. To countersign all checks and vouchers issued by the Association;
6. To prepare and submit monthly financial report to the Board of governors and submit audited annual report to the Association;
7. To be bonded in such sum and with such surety as may be fixed by the Board of Governors;
8. To supervise the work of the Cashier;
9. To perform such other duties as may be required by law or prescribed by the Board of Governors.

F. Internal Auditor

1. To perform the auditorial functions of the Board of Governors, insofar as Association transactions are concerned;
2. To verify all financial reports of the Treasurer;
3. To supervise the work of the Bookkeeper;
4. To perform such other duties as the Board of Governors may from time-to-time fix or delegate.

Section 3. The President may appoint an Assistant Secretary, two (2) Assistant Treasurers and a Legal Counsel and such other officers as he deems proper and necessary or as required by the business of the Association, subject to the confirmation by the Board of Governors, and he shall define the powers and duties of each position. These additional officers may attend meetings of the Board of Governors upon invitation, although they are not members thereof and do not have the right to vote. Said additional officers may receive such honoraria as may be determined by the Board of Governors. The term of office of aforementioned officers shall be co-terminus with the Board of Governors existing on their appointments unless earlier terminated by majority of all the members of the Board of Governors.

Section 4. The President may appoint a Community Manager and other office staff subject to the confirmation of the Board. The term of office of the Community Manager shall be co-terminus with the Board existing on his appointment unless earlier terminated by a majority of all the members of the Board of Governors. However, the position of the Community Manager will be voluntary in nature and therefore he is not entitled to a salary but may be given an "honorarium" to be determined by the members of the Board. The appointment of a Community Manager shall be for a

specific undertaking and shall specify the date of the start of the contract and the date of the end thereof.

Section 5. The President and the Vice-President for External Affairs shall be Chairman and Vice-Chairman, respectively, of the Board of Governors.

Section 6. A simple majority of the Board shall constitute a quorum for the transaction of business, and resolutions approved by a majority of the quorum shall be valid acts of the Association except as provided for in Article IV, Section 6 and Article VIII, Section 4 hereof. No Governor or Officer of the Association acting individually shall bind the Association.

Section 7. Any officer of the Association may be removed by two thirds (2/3) vote of all the members of the Board for cause and upon due notice and hearing. Any Phase Governor or Phase Officer may also be removed by petition of a simple majority of the homeowners of the Phase.

Section 8. Any vacancies in the position of Vice President-External Affairs, Vice President-Internal Affairs, Treasurer, Secretary, and Internal Auditor shall be filled up by appointment of the President from among the remaining members of the Board of Governors subject to confirmation by the Board of Governors. The appointee shall serve the unexpired term of the resigned, deceased, or incapacitated Officer of the Association.

Section 9. No road-right-of-way or any right-of-way of whatever kind or nature whatsoever which shall pass thru and/or utilize the subdivision or any part thereof, shall be granted or given without two-thirds (2/3) affirmative vote of all the members of the Board, in a special meeting called for such purpose only. Such approval must be contained in a duly signed and executed resolution of the Board. Thereafter, two-thirds (2/3) of the total number of memberships of the Association existing at the time such resolution is released for approval by the members, must approve and ratify the same in writing in a referendum called for such purpose. The Board shall be in-charge of the implementation and formulation of the necessary procedure, rules and regulations of such referendum. (Note: Amended into the By-Laws in 2002)

ARTICLE VI

MEETING OF MEMBERS

Section 1. The Annual Meeting of the members shall be held on the second Sunday of November of each year, at which meeting the members shall transact such other business as ay be properly brought out during the meeting.

Section 2. Meeting of the members shall be held at the principal office of the Association.

Section 3. Special meeting of the members of the Association may be called by the President of by a majority of the members of the Board; provided, however, that at least ten (10) per centum of the members of the Association in good standing may, in writing, petition the Board to call a special meeting of the members.

Section 4. Written notice stating the date, place, time and the specific Agenda of the meeting and in case of special or an annual meeting at which business requiring special notice is to be transacted, shall be delivered to each member not less than five (5) days before the date of the meeting.

Section 5. Simple majority of the homeowners of the Association present in person or by proxy shall constitute a quorum at any meeting of the members for the transaction of business, unless otherwise provided by law.

Section 6. Each household shall be entitled to only one vote. Voting by proxy shall be allowed. All questions shall be decided by a vote of a simple majority of those present and voting except as otherwise provided by law, the Articles of Incorporation and this By-Laws.

Section 7. Proxies shall be in writing, dated, signed by the member and filed before the scheduled meeting with the Secretary.

Section 8. A proxy, in order to qualify as such, must be a relative of the member or his/her spouse or the homeowner's lessee or legal occupant as certified by the incumbent Governor of the Phase where the member resides.

Section 9. A true and full statement of the affairs of the Association, including the latest financial statements and a copy of all board Resolutions adopted and approved by the incumbent Board Resolutions shall be submitted at the Annual Meeting for consideration by the members. The financial statements must be signed by the President, treasurer, and Auditor while the board resolutions must be signed by the Secretary and attested by the Chairman of the Board.

ARTICLE VII

MEETINGS OF THE BOARD OF GOVERNORS AND OFFICERS

Section 1. All newly-elected Officers and members of the Board of Governors shall initially convene themselves on the Second (2nd) Sunday of the month immediately preceding the start of the Association's Fiscal Year for organizational matters as well as for the designation of the Association's authorized signatories, for all financial transactions. The designation of authorized signatories for all financial transactions as promulgated by the new Board of Governors shall be considered valid and effective on the 1st day of the Association's incoming Fiscal Year.

Section 2. Regular meetings of the Board of Governors shall be held every Second (2nd) Saturday of each month .

Section 3. Special meetings of the board shall be held at the call of the President verbally or in writing or two or more members of the Board upon request in writing through the Secretary who shall in turn notify the members of the Board of Governors a day before the meeting.

Section 4. The Vice-Governor or any authorized elected Phase Officer shall not have the right to vote during Board Meetings where the Phase Governor is absent. (BR 2012 – 027)

ARTICLE VIII

FINANCIAL TRANSACTIONS

Section 1. The Board shall by specific resolution authorize any officer or officers, or agent/agents to enter into any contract or execute and deliver any instrument in the name or in behalf of the Association provided, however, that the contract or instrument was physically present and submitted to the Board of Governors prior to the signing thereof.

Section 2. All checks, bank advices/correspondences, drafts, or other orders for payment of money and all notes, bonds or other evidence of indebtedness, issued in the name of the Association shall be signed jointly by the Treasurer and the President or other officers authorized by the Board.

Section 3. All funds of the Association such as Association dues and membership fees shall be deposited from time to time to the credit of the Association in such bank or banks as the Board may designate. With respect to funds held in trust by the Association such as but not limited to construction bonds payable, such funds shall not be invested, deposited, or placed in highly speculative, risky or dangerous investment propositions where return of capital/investment is not reasonably assured. All certificate or instruments of deposits, investments, money placements and other evidence of deposits or credits to the funds of the Association shall be presented and submitted physically by the treasurer to the Board of Governors for confirmation every regular meeting or special meeting called for the purpose of /by the Board of governors. All evidences of deposits or credits to the

Account of the Association shall be kept in the Association's safe deposit box or in a safe deposit box in a Bank designated by the board.

Section 4. Any donation in cash or in kind by the Association in an amount or value exceeding P50,000.00 or any donation in cash or in kind to a single beneficiary wherein the total amount or value exceeds Ph50,000.00 shall be ratified and approved by at least a two-thirds (2/3) vote of all the members of the Association. The Board of Governors shall by an affirmative vote of at least two-thirds (2/3) of all its members recommend the donation with proper justification through a specific resolution prior to its ratification and approval by the general membership. Donations mentioned herein also cover condonation or write-offs of any loan or financial assistance given by the Association in cash or in kind where the amount or value, including accrued interest and other charges, exceed P50,000.00 to a single debtor/borrower. Any emergency donation, loan or financial assistance in cash or in kind with a value of p50,000.00 or less shall be approved by at least two-thirds (2/3) vote of the complete membership of the Board of Governors.

Section 5. The Fiscal Year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year. The Treasurer shall cause to be made a full and complete audit of books, accounts, and financial condition of the Association. Such audit shall be made available for inspection by the members. For this purpose, the Association shall engage the services of an external and independent auditor or auditing firm within three (3) months from the end of the Fiscal Year. The President shall submit and make public the External/Independent Audit Report, inclusive of the findings and recommendations, to all members of the Association within nine (9) months from the end of the Fiscal Year being reviewed.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 1. The Board shall have the power to promulgate such rules and regulations consistent with law, the Articles of Incorporation or by these By-Laws.

Section 2. These By-Laws or the Articles of Incorporation, or any portion or provision thereof, may be amended, repealed, or otherwise changed, in any manner not contrary to law, at a Regular Meeting or Special Meeting of the Board, by at least Two Thirds (2/3) vote of the members of the said Board and ratified by at least simple majority of all members of the Association in good standing, provided however: (a) that all the members of the Association entitled to vote shall have been duly notified of the place, date and manner of the ratification; and provided further that: (b) the notice of such call to vote shall have contained a fair statement of the proposed amendment, repeal, or change. (BR 2020-027)

Section 3. The Association shall adopt a corporate seal containing the name of the Association, the place and year of organization and an appropriate logo.

ARTICLE X

TRANSITORY PROVISIONS

Section 1. Until the amendments in these By-laws are approved and ratified by a simple majority of the homeowners of the Association, all corporate powers shall be exercised by the incumbent Officers and Board of Governors of the Association pursuant to the Articles of Incorporation and By-Laws adopted and approved July 5, 1990 and October 6, 1990, respectively.

APPENDIX B

FUNCTIONS OF COMMITTEES

The Board of Governors shall be assisted in their governance by standing committee whose functions are as indicated below:

A. Functions/Duties Common to all Committees

1. To plan and formulate committee programs, projects and/or activities including the necessary funding support hereof, and recommend the same to the Board for approval.
2. To cause and/or supervise the implementation of approved committee programs, projects or activities.

B. Functions/Duties Specific to Particular Committees

1. *Executive Committee.* This committee is composed of the Executive Officers of Filhomes II Homeowners Association, inc. namely: the President, the Vice-President, the Secretary, The Treasurer and the Internal Auditor. Its function/duty is to run the affairs of the village/community as defined by the Association By-Laws.
2. *Membership and Community Education and Information Committee.* This committee shall take necessary measures to maintain the active involvement of homeowners in the affairs of the Association. It shall conduct relevant information, educational, and motivational drives, and shall prepare and implement training activities designed to make the residents productive members of the Association.
3. *Financial Management Committee.* This committee shall plan for and recommend the annual budget of the Association. It shall issue guidelines in the disbursement of funds and shall serve as coordinating body for all financial matters. It is mandatory that the chairman of this committee shall be the Treasurer, who shall always be a signatory to all financial transactions and checks issued by the Association.
4. *Ways and Means Committee.* This committee shall be responsible for revenue-generating activities, and shall plan feasible economic programs designed to supplement the income of the Association. As such, it shall closely coordinate with the Financial Management Committee in the preparation of feasibility studies and their proposals to improve the finances of the Association.
5. *Construction and Maintenance Committee.* This committee shall take charge of the upkeep and repair of Association facilities and services. It shall plan and recommend wholesome projects that will redound to the benefit of every homeowner and shall have supervisory authority over all projects undertaken by the Association. It shall be responsible for the implementation of the adopted "Construction Rules and Regulations".
6. *Water and Utility Services Committee.* This committee shall be responsible for taking such measures to ensure that the utility service providers deliver efficient and effective service to the community with respect to water, electricity, telephone and other utility services. It shall attend to issues or problems relating to utility services, and recommend to the Board solutions thereto.
7. *Environment, Beautification and Ecology Committee.* This committee shall be responsible for taking such measures to improve and maintain an acceptable ecological and wholesome environment in the village/subdivision. It shall plan and supervise programs and projects such as control of air and noise pollution, solid waste management, beautification and cleanliness, and others that may bring about a healthy community.
8. *Security and Safety Committee.* This committee shall take charge of maintaining peace and order in the community. It shall see to it that efficient and effective security is provided to FILHOMES II on a 24-hour basis. It is tasked to monitor on a daily basis the security situation in the village and, upon consultation with the Executive Committee, provide appropriate guidance to the contracted security service provider. It shall also review, from time to time, the Security Manual

for any amendment if needed, and adopt community crime prevention and public safety programs. Its duties shall include taking measures for efficient vehicular and pedestrian traffic. It may organize disaster brigade.

9. *Bids and Awards Committee.* This committee shall be responsible for the conduct of bids of all purchases of materials costing P250,000.00 or more, and others whose appropriation/expenditure would cost the P250,000.00 or more ceiling within the fiscal year; contacts pertaining to projects and programs; and lease of Filhomes II properties including property rights.
10. *Legal Committee.* This committee is tasked to provide legal advice on request or as may be necessary to the Board of Governors with respect to the interpretation of the By-Laws of the Association. It is further tasked to review, from time to time, the By-laws and all FHA II rules and regulations and recommend changes, if necessary. This committee is tasked to review all contracts and provide legal advice to the Board of Governors pertaining thereto.
11. *Sports, Youth Development and Socio-Cultural Affairs Committee.* This committee shall plan and organize year-round youth development program specifically sports activities. It is also tasked to plan for and implement social and cultural affairs, projects and programs that will enhance interpersonal relations and good neighborliness among homeowners of the subdivision.
12. *Committee on Elections.* This committee shall oversee the election of FHA II Phase Officers and the Executive Officers in accordance with the provisions of the By-Laws. It shall also supervise referenda as authorized by the Board of Governors.
13. Office Administration Oversight Committee (BR 2012 – 02)
14. Capital Assets Management Committee. This committee shall supervise the facilities mentioned in the Homeowners’ Manual, namely, the basketball court, children’s playground, Clubhouse, swimming pool, tennis court and badminton court. (BR 2012-020)
15. Grievance Committee

APPENDIX C

DAILY PROCEDURE FOR COLLECTION OF ROAD MAINTENANCE AND SAFETY FEE

Gate 1 at Dona Justina and Gate 4 at Don Vicente are designated areas for toll assessment and collection of fees. Delivery vehicles are allowed to enter from Monday to Sunday, 8:00 a.m. to 5:00 p.m. For Sundays and Holidays, please read Note 4 of this appendix.

Delivery vehicles and other commercial vehicles are subject to inspection upon entry or exit at the designated gates. Valid driver’s license or I.D. should be surrendered to the guard-on-duty in exchange of car pass for entry to be allowed.

Delivery vehicles with Filhomes II car sticker are allowed entry and are given 50% discount on toll fee payment.

A. Procedures

1. Guard’s Role

- 1.1 Appropriately fill out road maintenance receipt (color-coded and carbon-less), indicating the following:
 - 1.1.1 Type of Vehicle
 - 1.1.2 Plate number of vehicle

- 1.1.3 Amount to be paid (entire amount)
 - 1.1.4 Time and date of entry
 - 1.1.5 Destination point(s)
 - 1.2 Sign the receipts (on all copies).
 - 1.3 Drop the pink receipt in the drop box.
 - 1.4 Instruct the driver to proceed to the toll collector's booth to:
 - 1.4.1 Submit the other three duplicate receipts
 - 1.4.2 Pay the toll fee to the toll keeper
 - 1.5 Inform the driver that after delivery and before allowing the delivery vehicle to exit the gate, the white receipt will be checked if it is signed by the homeowner/recipient.
 - 1.6 At 5:00 p.m. give drop box to bookkeeper.
2. *Toll Collector's Role*
- 2.1 Upon receipt of duplicate copies (white, blue, and yellow receipts), check and do the following:
 - 2.1.1 If the assessment is correct, accept the payment
 - 2.1.2 If incorrect, do the necessary correction and sign name.
 - 2.1.3 In daily toll remittance report (with a duplicate copy, in case the photocopier is out-of-order), write the receipt number, the amount assessed and the amount received as payment (in consideration of discount).
 - 2.1.4 Drop the green receipt in the drop box.
 - 2.1.5 Give the duplicate copies of receipt (yellow and white) to the driver and instruct the driver to have the yellow and white receipt signed by the homeowner/recipient.
 - 2.1.6 If the driver has no money to pay for the toll, read Note 1 and temporarily keep the white receipt until payment is given to toll collector. Once payment is received, sign white receipt and issue to driver.
 - 2.1.7 At 5:00 p.m. sign and submit daily toll remittance report and money to the cashier and give drop box to the bookkeeper.
3. *Cashier's Role*
- 3.1 Check daily toll remittance report and accept toll collection payments.
 - 3.2 Issue acknowledgement receipt to the toll collector.
 - 3.3 After signing, photocopy daily toll remittance report and give copy to the Internal Auditor.
 - 3.4 Give another photocopy of the daily toll remittance report to the bookkeeper for reconciliation of receipts and actual collection.
4. *Bookkeeper's Role*
- 4.1 Upon receipt of drop boxes and daily toll remittance report, open boxes and reconcile the pink and green receipts by doing the following:
 - 4.1.1 Tally the numbers of pink and green receipts.
 - 4.1.2 Reconcile the total amount of the pink with the daily toll remittance report's total amount. If there is discrepancy, look at receipt numbers but also take note of the corrections made by the toll collector if the guard made an incorrect assessment.
 - 4.1.3 Immediately inform the Internal Auditor and Security Committee chairman for discrepancies.

Note 1 (On payment after delivery): There are cases when the driver has no money and will still have to collect the delivery fee from the homeowner/recipient. The guard will then instruct the driver that the white receipt will be withheld momentarily by the toll collector. Before the driver exits from the gate, they must first pay the toll collector. Upon payment, the toll collector will give back the white receipt. The white receipt will be surrendered to the guard in exchange of the driver's ID or license. If the procedure is followed, the delivery vehicle will be allowed to exit at the gate. To ensure the safety of the white receipt, the toll collector will clip the white receipt in his log book.

Note 2 (For homeowners/recipients): The homeowners/recipients are instructed not to pay the delivery or person-in-charge of delivery without the yellow receipt. For multiple deliveries, it is up to the homeowner/recipient to arrange payment of toll fees with the business establishment concerned. Yellow receipt is kept by the homeowner/recipient, unless driver or person-in-charge has no white receipt.

Note 3 (For Gate Veterans delivery, after 5:00 p.m.): For special consideration, the detachment commander is requested to deploy responsible and honest guard to accept and issue acknowledgement receipts to Veterans deliveries after 5:00 p.m. The assessment of delivery vehicles will be posted at the gates. At exactly 8:00 a.m., the detachment commander on duty will remit the collection to the cashier. Non-remittance of collection is punishable by termination of employment of the guard and the detachment commander.

Note 4 (For Sundays and Holidays and/or other types of delivery vehicles): Entry will be allowed when the following rules are satisfied:

- Only after a clearance from the Association is secured and the appropriate fee is paid. Driver's ID must be surrendered to the guards in exchange of a car pass.
- Or, upon presentation of authority from the FHA II Administration and Identification Card and payment of fees or receipt of payment.

Always remind the homeowners to conduct business with the FHA II Administration Office, from Monday to Saturday, from 8:00 a.m. to 5:00 p.m. Exit of said vehicles coming on Sundays and Holidays must be properly checked.

APPENDIX D

MEMORANDUM OF AGREEMENT BETWEEN FHA II AND CHRIST THE KING PARISH

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT, made and entered into in Quezon City, Metro Manila, by and between:

FILHOMES II HOMEOWNERS' ASSOCIATION, INC., a non-stock and non-profit organization duly organized and existing under and by virtue of the laws of the Philippines, with business and postal address at Ground Floor, Clubhouse Building, Atlas Street, Filinvest II, Batasan Hills, Quezon City, herein represented by its President, MR. EDWARD G. WENCESLAO, pursuant to the Secretary's Certificate dated November 22, 2003 attached hereto as Annex "A", referred to as "FHA II";

- And -

CHRIST THE KING PARISH PASTORAL COUNCIL, an organization representing the members of Christ the King Parish, with office address at Dona Juliana Street, Filinvest II, Batasan Hills, Quezon City, herein represented by its Chairman, CESAR C. SAN PEDRO, pursuant to the Resolution signed by all of its members attached hereto as Annex "B", referred to as "CTKP";

WITNESSETH: THAT –

WHEREAS, FHA II and CTKP are organizations created and established by the residents of Filinvest II and formed for the purpose of serving the community within its jurisdiction commonly recognize the need to coexist in a cooperative and harmonious environment to complement each organizational objectives and to ensure the proper and timely coordination of the organization's respective activities which commonly affect them.

NOW, THEREFORE, for and in consideration of the foregoing and the provisions set forth below, the parties hereby agree as follows:

- 1. CTKP shall provide FHA II a Schedule of Regular and Special Masses and other Church activities on a yearly basis, preferably during the month of January. CTKP shall also provide FHA II details of unscheduled activities at least three (3) days before the event/activity together with the time, duration and the estimated number of people attending. FHA II shall advise CTKP immediately of any concerns with respect to security, parking and related matters which impact on FHA II's Rules and Regulations.
- 2. FHA II shall inform CTKP of any changes in its existing Rules and Regulations which affect the activities of CTKP and other Church groups. CTKP shall immediately advise FHA II of its concerns with respect to the above changes or amendments in its Rules and Regulations.
- 3. CTKP shall ensure that Church activities which will involve the playing of music, singing or clapping and other activities which produce noise be ceased or subdued by 10:00 P.M. This restriction shall be consistent with FHAII's Rules and Regulations governing the use of it Swimming Pool and other Sports Facilities. Exempted from this restriction are activities during Christmas Eve, New Year's Eve, Patronal Fiesta, Lent, Easter, and other major church festivities, provided noisy festivities are ceased by 12 midnight.
- 4. CTKP shall not allow the premise of the Christ the king Parish Church to be used as burial site, columbarry or interment site for bone remains, cremation site, embalming or funeral parlor. From time to time, CTKP, in coordination with FHA II may allow the holding of a Special Mass in honor of a deceased may be brought to the Church during the Mass. No wake shall be allowed in the Church.
- 5. CTKP shall not allow construction or establishment of a school or any profit-generating structure.
- 6. CTKP shall issue Identification Cards with the co-signature of an FHA II Officer to its regular staff and Church Workers/Volunteers every year. FHA II will honor these IDs.
- 7. In order to ensure that both the facilities (e.g. parking areas, roads, etc.) of the Christ the King Parish Church and FHA II are not unduly strained or overused, CTKP shall ensure that any Church activity, except during Christmas Eve, New Year's Eve, Lent, Easter and other major church festivities, shall have a maximum number of people and vehicles commensurate to the physical limitations of the facilities. CTKP shall also provide and augment FHA II's Security and Field Maintenance Crew for activities involving more than 100 people and more than 50 vehicles.
- 8. CTKP shall submit, for evaluation and approval, to FHA II's Construction Committee all of its building plans for any construction activity. FHA II shall also consider any request by CTKP for the waiver of payment of Road Maintenance and Safety Fees subject to approval by FHA II's Board of Governors.
- 9. FHA II and CTKP shall endeavor at all times to embark on bilateral and joint-activities which would contribute to the general welfare of the Filinvest II community

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ANNEXES OF BIDS AND AWARDS

ANNEX A

Date: _____
To: _____ (Name of Supplier)
Address: _____ & Tel. No. _____

Special Canvass Form

Gentlemen:
We are in need of the following item(s) of supplies, materials, equipment, and/or services with the following specifications to wit:
Name of Item: _____
Number of Units needed: _____
Specifications (as applicable – state the brand, model, type or make of materials, and appropriate measurements and the like or more space is needed, attach the specifications as Annex A hereof):
Please quote your price for the above item, including the terms and conditions thereof, if applicable. Thank you!

Truly yours,
Chair, Canvass Committee

PRICE QUOTATION

1. Price per unit of the above item: Php _____
2. Terms and Conditions (if applicable) _____

Signature over Printed Name of Supplier or Representative: _____
Date of Price Quotation: _____

ANNEX B

Date: _____
To: _____ (Name of Supplier)
Address: _____ & Tel. No. _____

Ordinary Canvass Form

Gentlemen:

We are in need of the following item(s) of supplies, materials, equipment, and/or services with the following specifications to wit:

Name of Item: _____

Number of Units needed: _____

Specifications (as applicable – state the brand, model, type or make of materials, and appropriate measurements and the like or more space is needed, attach the specifications as Annex B hereof):

Please quote your price for the above item, including the terms and conditions thereof, if applicable. Thank you!

Truly yours,
Procurement Staff

PRICE QUOTATION

1. Price per unit of the above item: Php _____

2. Terms and Conditions (if applicable) _____

Signature over Printed Name of Supplier or Representative: _____

Date of Price Quotation: _____

(Note: You may email this letter with your price quotation to our office: filhomes2@yahoo.com, Retain a duplicate as your reference copy)

ANNEX C

Date: _____
INVITATION TO BID
IB No: _____

Sir/Madam:

Sealed bids for the Provision of Security Services to FHA II will be received by the Bids and Awards Committee, Filhomes II Homeowners Association, inc., Atlas Street, Filinvest II, Batasan Hills, Quezon City, on or before 12:00 noon of April 26, 20____. Said bids/proposals will be opened at 2:00 p.m. of the same date and at said place.

Instruction to Bidder and Bidder’s Form may be secured from Filhomes II Clubhouse anytime during office hours, upon payment of Two Thousand Five Hundred Pesos (P2,500.00) to the Cashier, Administration Office, FHA II Clubhouse, Atlas Street, Filinvest II, Batasan Hills, Quezon City.

Very truly yours,

Chairman
Bids and Awards Committee

INSTRUCTION TO BIDDERS	
IB No. _____	
<div><div><div>1. The prospective bidders are required to submit on or before 12 noon of April 26, 20____, to the Bids and Awards Committee (BAC), FHA II, their technical and financial bid/proposals for the provision of security services to Filinvest Homes II in two (2) sealed envelopes.</div><div>2. The technical proposal shall include (a) Security Manning and (b) Logistics and Equipment according to the bidder’s proposed security plan which shall be submitted together with the documentary requirements listed in instruction No. 3. Accordingly, the following FHA II minimum requirement shall be considered in the proposal: (Pls. use attached Technical Bid Form)</div><div><div>a. At least thirty-two (32) guards manning eight (8) Filhomes II entrances including Command Post and roving 24 hours a day on 2 shifts, as follows: Day Shift: 0700h – 1900h Night Shift: 1900h – 0700h</div><div>b. Logistics and Safety Equipment to be provided by the Security Agency are:<ul style="list-style-type: none">• One (1) branded motorcycle, or year old or new• Three (3) branded motorcycles with side car, 2 years old or latest;• Radio Transceivers – 1 base radio, 1 repeater radio, 18 handheld radios for gates and roving guards;• Sixteen (16) Firearms – 8 pistols and 8 shotguns;</div><div>c. Provision of budget for daily operating and maintenance expenses of vehicle such as gasoline, tires, repair/replacement, spare parts and other basic accessories for roving and operations.</div></div><div>3. Interested bidder must submit, together with the technical proposal, the following documents to determine the eligibility and competence of the prospective bidder:<div><div>a. Name of company/business, address, contact number(s), and the year of Incorporation/year business was established:</div><div>b. Location of office (site sketch);</div><div>c. Incorporation papers from SEC and/or from DTI for single proprietorship;</div><div>d. Business Permit, Year 20____;</div><div>e. Latest PNP Regular License to operate, Year 20____;</div><div>f. Certificate of PADPAO Membership, Year 20____;</div><div>g. SSS Clearance, Year 20____;</div><div>h. BIR Tax Clearance (3 years)</div><div>i. DOLE Clearance, Dec. 20____;</div><div>j. Master list of Firearms Authenticated by FED, Year 20____;</div><div>k. NLRC Clearance or List of Cases, nature and Status as of Year 20____;</div><div>l. Pag-ibig Certificate, Year 20____;</div><div>m. Philhealth Certificate, Year 20____;</div></div></div></div></div>	
<div><div>4. Price quotations must be certain and definite in amount. Bids with conditions which would tend to make the quoted price uncertain, like “subject to increase or decrease of the present rate of exchange” shall not be considered.</div><div>5. Bidder’s Bond of Twenty thousand Pesos (P20,000.00) in the form of cash or check payable to FHA II shall be deposited to the Cashier, FHA II, on or before the scheduled opening of bids, as a guarantee that the successful bidder shall, within five (5) calendar days after receipt of Notice of Award, enter into contract with FHA II and furnish the required Performance Bond as security for the faithful performance of all works called for. Failure to pay the required Bidder’s Bond as to form and amount prescribed herein shall automatically disqualify the bid concerned. The Bidder’s Bond shall be refundable to unsuccessful bidders after the bidding.</div><div>6. The Financial Proposal shall be placed inside sealed white letter envelope with the Technical Proposal (Technical Requirements) together with the sealed white letter envelope shall be places and sealed inside a long brown envelope properly labeled and addressed to: THE BIDS AND AWARDS COMMITTEE FHA II Clubhouse, Filinvest Homes II Atlas St., Batasan Hills, Quezon City</div><div>7. All bids/proposals must be signed by the bidder using the Bidder’s tender Form prescribed by the BAC, in duplicate. All blank spaces shall be filled properly and fully. It must contain all the</div></div>	

TERMS OF REFERENCE

Provision of Security Services to Filhomes II, Batasan Hills, Quezon City

This Terms of Reference (TOR) clearly and adequately define the objects, scope ad expected outputs of the proposed work, the expected time frame, and functions and duties to be assigned to the Security Agency who shall provide security services to Filhomes II in Batasan Hills, Quezon City.

- I. Filhomes II Subdivision (Filinvest Homes II) is a residential community based in Batasan Hills, Quezon City with a total land area of 123 hectares. It is secured by perimeter fence and eight (8) entrances/gates. The subdivision is currently inhabited by 1, ____ legitimate homeowners.
- II. Filhomes II homeowners Association, Inc. (FHA II) is the legal body and representative of all homeowners, lot owners and legitimate tenants of the subdivision.
- III. FHA II is tasked to engage the services of a licenses, bonded, profession and well-equipped security agency. Previous experience in maintaining order and security, safety and round-the-clock protection to a subdivision is required; in this case a certificate from the previous/present client that they have rendered such security service shall be submitted as evidence thereof.
- IV. The Security Agency is expected to:
 - a. Enforce security rules and regulations of Filhomes II;
 - b. assist Filhomes II Administration in enforcing construction rules and regulations;
 - c. Maintain discipline and deportment of security force as a whole as well as the individual security guards;
 - d. Perform other duties as maybe required by Filhomes II Administration.
- V. The Security Agency shall provide FHA II with at least thirty-two (32) licensed, qualified, armed, bonded and uniformed security guards which consist of a Detachment Commander, an Assistant Detachment Commander, sentinels manning the subdivision gates and roving guards.
- VI. The Security Agency must be equipped with the following communication equipment, vehicle, licensed firearms, and ammunitions:
 - a. Unit licensed VHF/FM Base Station Antenna
 - b. 1 Unit licensed Motorola Radius GM338
 - c. 1 Unit 60 ft P.T. Mast
 - d. RPS-20ARegulated Power Supply
 - e. 1 lot 150Ft. RG-8 Coaxial Cable with connector
 - f. 18 units licensed handheld radio
 - g. 1 unit motorcycle, 4 stroke
 - h. 3 units branded motorcycle with side car
 - i. 1-unit AUV for deployment of guards and emergency use
 - j. 1 Security Barracks inside the subdivision
 - k. 1 unit ambulance (on call) for a fee
 - l. 8 units hand gun
 - m. 8 units 12-gauge shotgun
 - n. 28 units full metal jacket 38 cal ammos (2 mags)
 - o. 80 units full metal jacket 38 cal ammos (10mds/rev)
 - p. 48 units 12-gauge buck shots
 - q. 10 sets of reflectorized hand gloves for all gates
 - r. 16 sets raincoats with rubber boots
 - s. 1 set computer with printer

VII. The Security Guards to be deployed shall enforce and implement FHA II rules and regulations clearly defines in its Core Security Policies. Keep watch and protect FHA II homeowners, including their properties, twenty-four 924) hours a day against assault, harassment, threat, intimidation, theft, robbery, pilferage, arson, destruction, damage or other unlawful acts.

- VIII. each guard to be posted to the subdivision must have the following basic qualifications:
- a. With good moral character and reputation;
 - b. Should know by heart the General Orders, Code of Ethics 7 Code of Conduct;
 - c. Without any criminal record;
 - d. Physically and mentally fit;
 - e. Duly licensed and properly screened and cleared in writing by PNP, NBI, the regular courts of justice and other government agencies issuing clearance for

BIDDER’S TENDER FORM

IB No. _____

FILHOMES II HOMEOWNERS ASSOCIATION, INC.
Atlas Street, Filinvest II, Batasan Hills, Quezon City
Attention: Bids and Awards Committee (BAC)

Sir/Madam:

In connection with the bidding schedule on March 15, 20__ for the provision of security services to FHA II, I/We in conformity with the specifications described hereunder, quote the following:

Financial Proposal

BID PRICE PER SECURITY GUARD

1. Salaries and Allowances

a. Monthly Salary

b. Night Differential

c. 13th Month Pay

d. 5-dayas Incentive Leave

e. Uniform Allowance

TOTAL

P

2. Legal and Insurance Requirements

a. Retirement Benefit (RA 7641)

b. SSS Employer’s Contribution

c. Philhealth Contribution (Employer’s Share)

d. Public Liability Insurance

e. Pag-ibig Fund

TOTAL Legal and Insurance Requirement

P

Total of Items 1 & 2

Multiply x 12 months

Add: Administrative Overhead and Margin

Applicable tax

TOTAL BID PRICE (per Security Guard/Annum)

Bid Amount in Words

Signature over Printed Name of Bidder

Name of Company

Address of Company

Contact Numbers

TECHNICAL PROPOSAL

A. SECURITY MANNING

DAY Shift (0700H – 1900H)

NIGHT Shift (1900H-0700H)

Gate 1

_____ guards

Gate 2

_____ guards

Gate 3

_____ guards

Gate 4

_____ guards

Gate 5

_____ guards

Gate 6

_____ guards

Gate 7

_____ guards

Gate 8 (K1)

_____ guards

Roving

_____ guards

Command Post

_____ guards

Gate 1

_____ guards

Gate 2

_____ guards

Gate 3

_____ guards

Gate 4

_____ guards

Gate 5

_____ guards

Gate 6

_____ guards

Gate 7

_____ guards

Gate 8 (K1)

_____ guards

Roving

_____ guards

Command Post

_____ guards

ANNEX G

CHECKLIST OF MINIMUM TEHNICAL REQUIREMENTS

(Cover Page of Documents Submitted)

▪ SEC Certificate of registration and/or DTI registration for Sole Proprietorship

▪ Business Permit, 20_____

▪ 20____ PNP Regular License to Operate

▪ 20____ PADPAO Certificate of Membership

▪ SSS Clearance as of Dec. 20_____

▪ BIR Clearance as of Dec. 31, 20_____

▪ DOLE Clearance as of Dec. 20_____

▪ Master list of Firearms Authenticated by FED. 20_____

▪ NLRC Clearance of List of Cases, Nature and Status as of Dec.20_____

▪ Pag-ibig Membership Certificate, 20_____

▪ Philhealth Membership Certificate, 20_____

▪ Audited Financial Statements for the immediately preceding fiscal year

▪ Track record (List of Customer references and their addresses, year of Contract)

▪ Name of Authorized representative/s with specimen signature/s who will officially represent the company _____

Reviewed and Evaluated by:

BAC Secretary

Bac Auditor

Noted by:

BAC Chairman

ANNEX H

SUMMARY OF CANVASS FORM

Name of Item: _____

Specifications (as applicable – state the brand, model, type or make of materials, and appropriate measurements and the like): _____

Name of Supplier

Contact Person

Unit Price

Remarks

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