

**Issaya Premiere Homeowners' Association
Association Guidelines**

Adopted on February 22, 2020

INTRODUCTION

The goal of these guidelines is to improve the Issaya Premier community, streamline the management of its common areas, and promote the safety and welfare of its residents. This document is not intended to be all-encompassing, but may serve as a guide for making improvements in the community. It may be reviewed based on concerns from the community.

I. Homeowners Association

(a) Issaya Premier Townhomes is composed of 32 units. The Homeowners hereby agree to group themselves into a Homeowners' Association (hereinafter referred to as the "Association").

(b) A Homeowner is defined to be either (1) the duly registered owner of the Transfer Certificate of Title (TCT) for a specific Unit within the Issaya Premier Subdivision, as indicated in the records of the Registry of Deeds of San Juan City **OR** (2) the duly authorized representative of the registered owner of the TCT.

(c) For the purposes of voting, each Unit shall only be entitled to ONE (1) vote.

(d) Any matter decided by the simple majority of the Association shall be binding on the whole Association and all the Homeowners.

II. Duties of Homeowners

(a) To pay his or her association dues on or before its due date;

(b) To pay special assessments that have been approved by the majority of the Homeowners;

(c) To vote on matters raised by the Board;

(d) To exert best efforts to attend all meetings as may be called by the Board of Directors;

(e) To obey and comply with rules and regulations of the Issaya Premier community

(f) To provide at least one mobile phone number to the Board which shall be used by the Association and/or the security guard to contact the Homeowner and vice versa. Such mobile number shall be considered as the "verified mobile number" for such Homeowner/unit.

III. Board of Directors

The affairs of the Association shall be governed by a Board of Directors (the Board) composed of five (5) individuals, all of whom shall be Homeowners. Details on the election process for the Board are discussed below.

IV. Responsibilities of the Board

(a) To regulate the use, maintenance, repair, replacement and modification of common areas;

- (b) To regulate access to, or passage through the subdivision/village roads for purposes of preserving privacy, tranquility, internal security, safety and traffic order;
- (c) To hire, discharge or contract agents, other employees, or independent contractors to ensure the full functioning and operation of the association;
- (d) To propose the amount of annual Association Dues, subject to Homeowners' Approval;
- (e) To propose special community projects for the common good and benefit of the Homeowners;
- (f) To remind Homeowners of the Rules and Regulations of the community;
- (g) To propose penalties for certain offenses, such as but not limited to non-payment / late payment of Association Dues;

V. Duties of the Board

- (a) To make a quarterly statement of receipts and expenditures available for viewing;
- (b) To maintain a list of Homeowners and their contact details;
- (c) To maintain records of collections from Homeowners
- (d) To monitor and manage the administrator, staff, contractor and guards hired by the Association.

VI. Annual Meetings

A Homeowners meeting shall be held in January of each year, at a time and venue specified by the Board. At such meetings there shall be elected, by ballot of the Homeowners, a Board of Directors. The term of a Director shall be one calendar year, commencing on February 1 and concluding on January 31 of the succeeding year.

VII. Special Meetings

A Special Meeting may be called by: i) the Board on its own OR 2) upon a petition signed by at least 25% of the Homeowners submitted to any member of the Board.

VIII. Notice of Meetings

It shall be the duty of the Board to send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Homeowner on record, at his or her Unit, at least fourteen (14) days prior to such meeting. Notice may also be sent electronically (such as, but not limited to, email, social media such as Viber or Wechat) OR by posting on the Association bulletin board or website.

Notice by any of the above methods shall be considered as notice served.

IX. Matters Requiring Homeowner Approval

- (a) Increases in Association Dues;
- (b) Engagement of a Vendor/Supplier for a period exceeding 1 year;
- (c) Matters with significant security, sanitation, or Unit access implications;
- (d) Any Amendments to these Association Guidelines;

- (e) Any other matters that at least 25% of the Homeowners request to put to a vote

X. Homeowners Voting Process

- (a) Any matter requiring Homeowner Approval shall be put to a vote.
- (b) Except for the election of the Board of Directors which shall require the physical presence of a majority of the Homeowners or the latter's proxy in order to proceed with the meeting to vote for the Board, any other matters requiring the vote of the Homeowners may be done thru any combination of the following: 1) votes cast during the meeting, 2) votes cast thru letter-reply or 3) votes cast thru electronic communication, such as but not limited to, social media (Viber, Wechat, etc.), email, etc.
- (c) A Proxy may be extended to any person but no person may hold a proxy for more than 3 units. However, this restriction does not apply if the proxy is given to the Board. In the latter case, if the vote is merely to choose between "Yes or No" then the assumption is always in the affirmative unless there is a clear instruction in the proxy on how the principal wants to vote.
- (d) The Board of Directors shall deliberate on each matter requiring Homeowners' Approval and as much as possible come up with a "Yes / No" question for the Homeowners to vote on.
- (e) For any manner requiring the vote of the Homeowners, a simple majority vote, subject to paragraph (b) of this section, of ALL the Homeowners shall be required.
- (f) The outcome of votes, together with the tally, shall be released within 3 days from the close of the voting period.

XI. Use of Unit

The townhouse unit shall be used only and exclusively for residential purposes by their respective owners or authorized lessee thereof, their families, guests, and domestic help and for no other purpose subject to the rules and regulation promulgated by the Association. Any unit leased out by any Homeowner shall explicitly indicate in the lease contract that the premises shall be used exclusively for residential purposes only and used by a single family only.

Each unit may only be permanently occupied by one family together with their house helpers, this includes short-term staying visitors.

XII. Limitation of Use of Units and Common Areas

- (a) No unit shall be subdivided into smaller units or shall be partitioned, either judicially or extra judicially, among co-owners thereof.
- (b) Any external alternations, improvements, renovations etc. shall adhere to the construction guidelines set by the Board.
- (c) Nothing shall be done or kept in any unit or in the common areas which shall increase the rate of insurance thereon without the prior consent of the Association.
- (d) No owner shall permit anything to be done or kept in the unit or in the common area which will result to the cancellation of the aforesaid insurance or which would be in violation of the law.
- (e) The Homeowner and/or the tenant of a unit shall not permit any illegal unlawful or immoral practice to be committed in the premises, no one shall permit the unit to be used as a boarding or lodging house, nor permit the unit to be used for any purposes which will disturb the peace and convenience of the occupants of the other

units.

(f) All radio and television or other electrical equipment shall be in compliance with public authorities having jurisdiction thereon. No outside antenna for radio or television shall be constructed or erected or maintained by unit owner except as may be approved by the Association.

(g) Each unit owner agrees for himself and his successors in interest that he will not, in any way, interfere with the established drainage pattern over his unit from adjoining other units without prior approval of the Association and that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his unit.

(h) The GARAGES shall be used exclusively for parking of vehicles only and shall not be converted for purposes of co-living or recreational activities. However, a portion of the garage may be modified to the extent that it may still be able to accommodate the parking of AT LEAST 2 vehicles.

(i) No industry or business, trade, occupation or profession of any kind, commercial, religious, educational, etc. whether designed for profit, charitable or otherwise shall be permitted or conducted inside the compound.

(j) No obstruction on any part of the common areas shall be allowed nor shall anything be stored in the common areas. No major extensive car repair may be performed within individual parking spaces or anywhere within the compound. The Association may make necessary steps to remove any car/vehicle within the compound parked or stored in violation of this rule. Any expenses shall be charged to the unit owner.

(k) The restriction on the use of the visitor's parking area or that of the common area for parking shall be set by the Board.

XII. Association Dues/Special Assessment

(a) All Issaya Premier townhomes Association dues are payable on or before the 15th day of every month.

(b) Any dues not paid by the 15th of the month shall be considered delinquent and subject to 2% interest per month as penalty.

(c) The above, notwithstanding, the Association may provide for an annual mode of payment with corresponding discount.

(d) Any Homeowners with at least three (3) months arrears in their monthly dues shall not enjoy any benefits/services of the Association, such as, but not limited to, the privilege of gates being opened for them by the guard manning the gate. Neither shall visitors of these delinquent homeowners be allowed to drive and park their cars inside the compound of the townhouse. Further, they shall not be notified if they have any mails, packages, delivery, etc. nor shall they be notified if anyone wants to go to their unit. In addition to these, the Association may impose any other penalties on such delinquent Homeowners.

(e) Association dues shall cover actual expenses incurred plus a reasonable amount of excess as determined by the Board and approved by the Homeowners. All other expenses not covered by the monthly association dues shall be subject to a special assessment. Failure to FULLY pay any Special Assessment within a period of three (3) months from when it is due shall have the same consequences as (d) above.

(f) The names of delinquent home owners and/or their lessees may be posted in the entrance of the townhomes as a reminder of their outstanding delinquent account.

(g) The Association may, from time to time, deem it necessary to have special assessment to beautify, increase security or to make the common area of our townhouse more properly managed. Any special assessment must go through the proper procedures.

(h) It is the Association who shall approve the terms and conditions for the special assessment. Once the terms and conditions have been established by the Association, the Board shall come up with at least 3 suppliers which shall be presented to the Association for voting.

(i) Such special assessment shall have a project name and schedule of payment. Such funds shall not be used for any other projects except those stated above. However, any savings from the special assessment shall be transferred to the general fund of the Association.

(j) All Homeowners shall pay the special assessments promptly on the dates they fall due. In the event of delinquency, a charge of 2% penalty per month at the end of each month shall be imposed. In case of continuing delinquency, the association can file a court case where the attorney's fees shall be paid by the Homeowner concerned.

(k) If the Lessee of the Homeowner is liable to pay the special assessment as specified in their contract, the Homeowner must give notice to the Board so collections maybe made properly on the proper party; however failure to pay by the lessee, the Homeowner shall still be liable to pay the special assessment

(l) The Association and/or the Board may decide the following for delinquent tenants:

- (1) no removal of equipment and furniture without clearance from the Board
- (2) no new tenants will be allowed until all fees are paid.

XIII. Garbage Disposal

In accordance with prevailing laws, each Homeowner is encouraged to practice the segregation of trash. All Homeowners should make sure all garbage are placed in secured plastic bags and properly stored in garbage containers.

XIV. Kasambahay

Rules and regulations regarding Kasambahay may be set by the Board.

XV. Pets

The Board may set up rules and regulations regarding pets.

XVI. Nuisance

(a) The Homeowners and/or tenant shall maintain their unit in a peaceful and reasonable quiet manner, shall refrain from any noisy, boisterous, or loud acts that would annoy the peace and quiet of the compound.

(b) No drinking of any alcoholic product shall be allowed in the garage of each unit nor in the common area. Neither shall any party/gathering or alike which causes or produces loud noise shall be allowed past 12 midnight.

(c) Speed limit : at any given time the speed limit of 10KPH shall be strictly observed while driving inside the compound.

(d) Bicycling: Bicycles should be driven against the flow of vehicles. Please take special precaution especially for children bicycling.

XVII. Maintenance/ Construction/Renovation of Units

The Board shall come up with rules and regulations regarding maintenance/ construction/renovation of the units.

XVIII. Parties / Social Gatherings

(a) In case there are parties/social gatherings of more than ten people, please notify the guard to assist in the parking areas.

(b) As much as possible, parties/social gatherings must be done inside the units. Outdoor gatherings shall not exceed 10pm.

(c) No drinking of alcoholic beverages shall be allowed in the garage or in the common areas.

XIX. Moving in /out of residents:

(a) All Homeowners who are moving in and out should first inform and secure a moving out clearance from the Board before the actual moving date so the guards can be informed properly. Otherwise movers will not be allowed to enter/leave the premises.

(b) All out bound homeowners should obtain a written certification from the Board that they are in good standing with no outstanding balance due from them, otherwise the new unit owner shall be liable to pay all arrears.

XXII. Miscellaneous.

(a) The Association and/or the Board shall have the right to enforce all rules and regulations

(b) Any changes on these rules shall have to be approved by the Homeowners.