


A. DLS. SUVA
DISTRICT I



REPUBLIC OF THE PHILIPPINES
SANGGUNIANG PANLUNGSOD
CITY OF MANDALUYONG




B. ABALOS III
DISTRICT II

RESOLUTION NO. 3186, S-2022

A RESOLUTION GRANTING USUFRUCTUARY RIGHTS TO THE AYALA-MANDALUYONG HOMEOWNERS ASSOCIATION, INC. (AMHAI) OVER THE OPEN SPACES AND ROAD NETWORK WITHIN THE AYALA HOMES SUBDIVISION FOR THE PURPOSE OF TRAFFIC AND PARKING MANAGEMENT


AE. YAP
DISTRICT I

WHEREAS, on December 6, 2010, the Sangguniang Panlungsod of the City of Mandaluyong adopted Resolution No. 1628, S-2010 which granted usufructuary rights to the AMHAI over the open spaces and road network within the Ayala Homes Subdivision for the purpose of traffic and parking management, in accordance with applicable laws;


A. STA. MARIA
DISTRICT II


D. DE GUZMAN
DISTRICT I

WHEREAS, the aforementioned Resolution effectively granted usufructuary rights to AMHAI for a period of ten (10) years, reckoned from the approval of said resolution;


R. ANTIOJO
DISTRICT II

WHEREAS, Resolution No. 1628, S-2010 was approved on December 20, 2010, thereby making it effective only until December 20, 2020;


R. POSADAS
DISTRICT I

WHEREAS, AMHAI does not appear to have violated the condition set forth in the aforementioned Resolution and continues to uphold their obligations under the usufruct;


L. CRUZ
DISTRICT II

WHEREAS, AMHAI has requested the renewal or extension of the grant of their usufructuary rights over the subject properties;


CM. MANALO
DISTRICT I

WHEREAS, considering that the request by AMHAI remains to be meritorious, the Sanggunian is in agreement to renew the grant of usufructuary rights over the open spaces, except the basketball court, and road network within the Ayala Homes Subdivision to AMHAI specifically for the purpose of traffic and parking management under such terms and conditions most advantageous to the better development of the social outlook of the community for a period not exceeding ten (10) years counted from the approval of this Resolution;


M. OCAMPO
DISTRICT II


E. ALIM III
DISTRICT I

WHEREAS, the renewed period of grant of usufructuary rights shall, likewise, be subject to the condition that the use shall not be limited to the usufructuary exclusively but shall include the public and that the same shall be developed and preserved for the purpose of maintaining orderly traffic and parking management in the subject area.


ME. CUEJILLO
DISTRICT II

NOW, THEREFORE, on motion duly seconded, the Sangguniang Panlungsod of Mandaluyong, in session assembled, RESOLVED, as it hereby RESOLVES, to grant usufructuary rights in favor of Ayala-Mandaluyong Homeowners Association, Inc. over the open spaces, except the basketball court, and road network within the Ayala Homes Subdivision for the purpose of the orderly traffic and parking management in the area.


D. FERNANDEZ
LNB PRES.

A. DLS. SUVA
DISTRICT I

FURTHER, RESOLVED, as it hereby RESOLVES, that this Resolution shall take effect immediately upon its approval.

ADOPTED on this 25th day of October 2022, in the City of Mandaluyong.

I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED AND APPROVED BY THE SANGGUNIANG PANLUNGSOD OF MANDALUYONG IN A REGULAR SESSION HELD ON THE DATE AND PLACE FIRST ABOVE GIVEN.


MA. TERESA S. MIRANDA
Sanggunian Secretary

ATTESTED BY:


CARMELITA A. ABALOS
City Vice Mayor &
Presiding Officer

APPROVED BY:


BENJAMIN S. ABALOS
City Mayor

Date: NOV 03 2022

B. ABALOS III
DISTRICT II

A. STA. MARIA
DISTRICT II

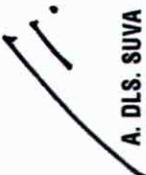
R. ANTIJOJO
DISTRICT II

L. CRUZ
DISTRICT II

M. OCAMPO
DISTRICT II

ME. CUEJILO
DISTRICT II

D. FERNANDEZ
LNB PRES.




AE. YAP
DISTRICT I


D. DE GUZMAN
DISTRICT I


R. POSADAS
DISTRICT I


CM. MANALO
DISTRICT I


E. ALIM III
DISTRICT I

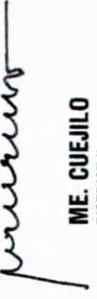














CONTRACT OF USUFRUCT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Usufruct was made, entered and executed into this _____ day of _____, 2022 at Mandaluyong City by and between:

The **MANDALUYONG CITY GOVERNMENT**, a local government unit duly organized under the Republic of the Philippines, with office at the Executive Building, City Government Complex, Maysilo Circle, Barangay Plainview, Mandaluyong City; herein represented by its **City Mayor, HON. BENJAMIN S. ABALOS**, and hereinafter referred to as the "**FIRST PARTY**";

- and -

The **AYALA-MANDALUYONG HOMEOWNERS ASSOCIATION, INC. (AMHAI)**, a non-stock, non-profit organization existing under and by virtue of the laws of the Philippines with principal address at _____, Mandaluyong City, represented herein by _____, hereinafter referred to as the "**SECOND PARTY**";

WITNESSETH:

WHEREAS, the **FIRST PARTY** is the owner of the ~~Ayala-Mandaluyong Housing Project (Ayala Homes Subdivision)~~ and its open spaces and road network by virtue of a donation by its developers in compliance with Presidential Decree No. 1216 in order that its maintenance and the delivery of other basic services to the housing community can be undertaken and managed by the local government.

WHEREAS, the **SECOND PARTY** formally requested from the City the grant of usufructuary rights over the open spaces and road network within the Ayala Homes Subdivision specifically for the purpose of traffic and parking management back in 2010.

WHEREAS, the **FIRST PARTY**, finding meritorious and laudable the request of the **SECOND PARTY**, granted the same for a period of ten (10) years.

WHEREAS, on December 6, 2010, the Sangguniang Panlungsod of the City of Mandaluyong adopted Resolution No. 1628, S-2010 which granted usufructuary rights to the AMHAI over the open spaces and road network within the Ayala Homes' Subdivision for the purpose of traffic and parking management for a period of 10 years or for the period of December 20, 2010 to December 21, 2020;

WHEREAS, during the effectivity of the Usufruct, AMHAI did not appear to have violated the conditions set forth in the aforementioned Resolution and continues to uphold their obligations thereunder;

WHEREAS, AMHAI has requested the grant of another usufruct over the same property;

WHEREAS, considering that the request by AMHAI remains to be meritorious, the Sanggunian is in agreement to renew the grant of usufructuary rights over the open spaces, except the basketball court, and road network within the Ayala Homes' Subdivision to AMHAI specifically for the purpose of traffic and parking management under

(the "property")

AMHAI Multi Purpose Hall, Ayala Homes

SIMEON T. ASIA JR

within Ayala Mandaluyong Housing Project (Ayala Homes Subdivision)

such terms and conditions most advantageous to the better development of the social outlook of the community for a period not exceeding ten (10) years counted from the approval of this Resolution;

Date of execution of this Contract;

WHEREAS, the representatives of both the **FIRST PARTY** and **SECOND PARTY** are duly authorized by the respective institutions that they represent and are acting within the bounds of their powers and functions as provided by law, wherein the **FIRST PARTY** being duly clothed with authority to convey, transfer or deliver certain rights over the subject property, hereby offered to the **SECOND PARTY** the said property for its use and enjoyment of the **SECOND PARTY** as BENEFICIARY, who hereby proposes that it will construct therein the aforesaid buildings/structures.

WHEREAS, the period of the usufruct under the law may in fact be constituted in favor of any person up to fifty (50) years, subject however to other lawfully recognized grounds for its extinguishment as provided by Title VI, Chapter 4 of Republic Act No. 386, otherwise known as the New Civil Code of the Philippines, particularly, Section 603 and other applicable provisions thereof.

NOW, THEREFORE, for and in consideration of the aforesaid premises, the said **FIRST PARTY** hereby TRANSFERS, CONVEYS and DELIVERS by way of **USUFRUCT** in favor of the **SECOND PARTY** or its assigns or successors-in-interest, the subject property described above and further agrees to the following conditions, to wit:

TERMS AND CONDITIONS

1) The above transfer, as herein agreed upon by the parties, is subject to the right of use, occupation and enjoyment of the property by the **SECOND PARTY** for a period of Ten (10) years only and in no case shall it exceed Fifty (50) years, subject to the applicable provisions of the New Civil Code and other relevant laws, and renewable for such number of years as may be mutually agreed upon by the **PARTIES**;

2) The **FIRST PARTY** recognizes, acknowledges, and reiterates the right of the **SECOND PARTY** to enjoy and use the open spaces and road lots exclusively for the purpose of traffic and parking management, as well the limited use of the basketball court as venue for events, within the Ayala Homes Subdivision; ~~subject to prior approval by the City;~~

3) The **SECOND PARTY** hereby accepts the transfer and conveyance of the rights to enjoy and use the subject property subject to the herein conditions and expresses gratitude for the kindness and liberality of the **FIRST PARTY**.

4) The **FIRST PARTY** shall assume all cost in the maintenance of the subject property and shall be responsible for all the ordinary and extra-ordinary repairs that may be required;

5) In case the **SECOND PARTY** would undertake the repair of the subject property or any portion thereof, whether ordinary or extraordinary, a prior written consent from the **FIRST PARTY** before commencement thereof shall first be secured, subject to reimbursement of the reasonable expenses therefor, subject to the provisions of the New Civil Code;

6) No alteration which will change the purpose for which the property is reserved shall be allowed;

(The property)

7) The **SECOND PARTY** shall exercise extraordinary diligence in the exercise of its rights and performance of its obligations under this Contract, be responsible for the maintaining the cleanliness, peace and order, and diligently take care of the lot given in usufruct by the **FIRST PARTY**;

8) The **SECOND PARTY** shall not encumber or transfer its rights or do anything which would be prejudicial to the rights of the **FIRST PARTY** as the naked owner;

9) The **FIRST PARTY** shall be allowed to construct any works and make any improvements of which the property is susceptible or in instances where the **FIRST PARTY** deems proper, provided that a notice is given to the **SECOND PARTY** within a reasonable period of time.

10) The **SECOND PARTY** shall be obliged to notify the **FIRST PARTY** of any act of a third person, of which he may have knowledge, that may be prejudicial to the rights of ownership, and he shall be liable should he not do so, for damages, as if they had been caused through his own fault.

11) Upon non-renewal of contract or expiration of this Contract, the **SECOND PARTY** shall voluntarily surrender possession and return and vacate the premises of the property subject of this usufruct without need of demand.

12) This Contract constitutes the entire understanding between the parties and may only be modified, altered, or amended only with the prior written consent of the party or of parties against whom, such modification, alteration, or amendment shall take effect.

13) This Contract shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns notwithstanding the termination or end of the respective terms of office of their representatives therein.

14) The following are the Terms and Conditions of the Usufruct governing the use of the property of the **FIRST PARTY**:

I. The obligation of the **SECOND PARTY** for traffic and parking management shall cover, specifically, portions of the following streets:

- a. Hasmin Street;
- b. Ilang Ilang Street;
- c. Gumamela Street; and
- d. Dama De Noche Street; *and One Thousand Pesos*

A nominal parking fee of _____ (Php 1,000.00) Pesos per month will be charged for each parking slot to cover maintenance and administrative costs and to augment the coffers of the association; *provided that the parked vehicle shall not block the driveway of any homeowner*

AMHAI shall retain the open spaces within the subdivision designated as parking areas and identified portions of streets as "No Parking" zones, and other reasonable parking and vehicular regulations, as may be required by the circumstances.

provided that the parked vehicle.

of the FIRST PARTY.

II. Guidelines applicable to open space ^{parking} (Basketball court, Perimeter parking, Parking areas at Dama de Noche and Rosal cor. Ilang-lang Sts.)

1. The Open Court will be restored as playground and basketball court. However, ~~free~~ parking will be allowed on first-come, first-served basis from 9:00 pm to 12:00 am for qualified Homeowners only. This will be a park-at-your-own risk scheme.
2. Only light vehicles, either personal or privately-owned cars, are allowed. Commercial vans, light trucks, and defined vehicles used for business and income-generation (including tricycles) are not allowed to park. Vehicles parked illegally will be immediately towed at the owner's expense.
3. Maintenance works, repairs, and repainting of any vehicle is strictly prohibited. Any stalled vehicle found to be unattended for three (3) days will be recommended for immediate towing at the owner's expense. The car owner will, however, be given due notice.
4. Only one (1) vehicle per unit residence with valid sticker will be allowed to use the first-come, first-served parking. This is to give other homeowners equal chance to use the available parking slots.
5. Visitors and guests with white stickers can be allowed to park only after clearing with security and depending on the availability of slots. Should there be no available slot, they will be advised to park elsewhere.
6. Homeowners are enjoined to maintain the cleanliness of these areas at all times and not utilize these areas as extensions of their homes (i.e. as garden, storage area for debris and garbage, clothesline, pet cages, etc.) without permission from AMHAI. AMHAI shall reserve the right to remove these "extensions" unilaterally and summarily without prior approval.
7. Parking along the ^{curbs} ~~curbs~~ within the property is strictly prohibited.
8. Blocking of designated parking slots for motorcycles are hereby discouraged to avoid general inconvenience.
9. Installing any type of barrier on the road or on each slot to serve as their reservation block (e.g. potted plant, wood board, benches, or cages, etc.) is strictly prohibited. This shall be immediately removed by AMHAI.
10. Stalled vehicles shall be towed at the Homeowner's expenses, if notice is disregarded.
11. A 2.20-meter width is allocated for each slot. Car owner/driver shall be advised to park within the

3. Residents hunting the perimeter area of the Open Court and Basketball Court shall have priority over the parking spaces in the perimeter area and shall pay a monthly fee of Five Hundred Pesos (P500.00)

100 the next year

For a nominal fee of ~~Twenty~~ Five Pesos (P25.00) per unit for maintenance of the open court.

designated area only so as not to encroach on the adjacent lot.

12. Only Homeowners of good standing shall be given the privilege to park on the newly constructed parking area. The parameter for 'good standing' shall be formulated by **SECOND PARTY**, with the concurrence of the **FIRST PARTY**.

II. OPEN (BASKETBALL) PARKING:

1. The Open Court shall remain as playground and basketball court. However, free parking will be allowed on first-come-first-served basis from 10:00 p.m. to 12:00 noon of the following day for qualified Homeowners only. This will be a park-at-your-own risk scheme.
2. Entrance gate shall be opened from 10:00 p.m. onwards and will be closed at 12:00 noon of the following day. Vehicles found to be unattended after 12:00 noon of the following day will be penalized through a minimum hourly charge of Php _____.

already covered above

III. OPEN (BASKETBALL) COURT, LIMITED USE FOR EVENTS:

1. Subject to availability and other guidelines as the AMHAI may provide and with the consent of the City, the Open Court may be used for purposes of holding events initiated within the area.
2. Such guidelines shall not be inconsistent with the purpose for which this Contract provides.

IV. SAMPAGUITA LANES

1. The "NO PARKING-NO OBSTRUCTIONS" Rule will be strictly implemented at Sampaguita Lane, (or the street connecting Camia St., Sampaguita and Dama de Noche Streets.) All Homeowners are to refrain from using this lane as parking and storage of any construction materials. This is to clear this lane as alternate passage for emergency purposes.

V. PARKING AREAS AT DAMA DE NOCHE AND ROSAL CORNER ILANG-ILANG STREETS:

1. Parking on these areas will be available on the ~~first-come, first-served~~ basis.

on yearly basis for a monthly fee of One Thousand Pesos (P1,000.00)

VI. ALL OTHER AYALA STREETS:

1. All streets within the subdivision are considered NO PARKING zones, including blind corners. Cars parked in those areas will be towed at the owner's expense.
2. Road obstructions of any kind are strictly prohibited. These shall be removed immediately by AMHAI. Notice of violation will be issued to erring Homeowners. Stalled vehicles will be

recommended for immediate towing at the expense of Homeowner.

3. Vehicle owners, particularly on the street where double parking occurs, are advised to give the necessary space or right of way to garbage trucks in order to avoid inconvenience, delay, or damages.
4. Maintenance works, repairs, and repainting of any vehicle at Tiyaga Street is strictly prohibited.

15) All other provisions of the City's Traffic Code which are not inconsistent with this Ordinance shall remain in effect.

16) In case of breach of any of the obligations set forth in this Contract, **BOTH PARTIES** shall endeavor, through mutual consultation, the correction of said breach.

17) Any of the **PARTIES** may extrajudicially terminate the usufruct in case of violation of any of the obligations should mutual consultation be ineffective, provided that the party who will initiate such termination shall inform the other party in writing at least ninety (90) calendar days before the intended date of termination.

IN WITNESS WHEREOF, the **FIRST PARTY** and the **SECOND PARTY** have set their signatures on this ____ day of _____, 2022 at Mandaluyong City, Philippines.

**CITY GOVERNMENT OF
MANDALUYONG**

**AYALA-MANDLUYONG
HOMEOWNERS' ASSOCIATION, INC.
(AMHAI)**

By:

By:

HON. BENJAMIN S. ABALOS
First Party

SIMEON T. ASIA, JR.
Second Party

SIGNED IN THE PRESENCE OF:

Witness

Witness

REPUBLIC OF THE PHILIPPINES)
CITY OF MANDALUYONG) Sc.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Mandaluyong,
personally appeared

Names	CTC Nos/I.D. Nos.	Date/Place Issued
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HON. BENJAMIN S. ABALOS

<u>SIMEON T. ASIA JR</u>	DSCA # 72105	8/22/19 Mandaluyong
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known to me and to me known to be the same persons who executed the foregoing Contract of Usufruct and acknowledged to me that the same is their free and voluntary act and deed.

This Instrument consisting of seven (7) pages including this page whereon this Acknowledgment appears.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my notarial seal this ____ day of _____, 2022 at the City of Mandaluyong.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022