

ACHEF No. _____

APPLICATION FOR CONSTRUCTION / HOUSE EXTENSION / FENCING (ACHEF)

Homeowner _____ Date _____

Project _____ Phase _____ Block _____ Lot _____

☐ House Construction ☐ House Extension ☐ Interior Finishing ☐ Fencing

Scope of Work _____

Requirements:

- ☐ Affidavit of Undertaking
- ☐ Five (5) Sets of Plans signed & sealed by Civil Engineer / Architect
- ☐ Five (5) Sets of Bill of Materials
- ☐ List of workers with 1 x 1 ID picture
- ☐ Certificate of Structural Stability
- ☐ Structural Computation of Design
- ☐ Letter of Consent from Adjacent Lot Owners

ATMI Date _____
CHIA Date _____
Approved Building/Fencing Permit
No. _____
Construction Bond
OR No. _____
Administration Fee
OR No. _____

During the course of construction, a representative of SHAI's Homebuilders Committee shall be authorized to enter the premises of my property for inspection purposes.

I/we hereby acknowledge the organization's policies on construction/house extension/fencing, and hereby agree that any violation(s) against provisions stated therein shall be ground for charges against or forfeiture of my Construction Bond payment, demolition of constructed extension or fence, and/or immediate cessation of construction.

I/we hereby also agree to maintain a good account standing with the company on our monthly amortization payments, and acknowledge the company's right to have its authorized representatives or on-site security deny the entry of our construction/house extension/fencing construction materials and/or laborers, should our monthly amortization payments become delinquent during the period of construction. Resumption of construction/house extension/fencing activities will only be allowed in writing by the company once my account delinquencies have been settled in full.

BUYER / HOMEOWNER

DURATION OF CONSTRUCTION: _____ weeks

DATE OF START: _____

DATE OF EXPIRY: _____



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CLEARANCE TO CONSTRUCT

P & D _____

Move-in _____

C & C / AMG _____

Accounting _____

Approved by: _____
Property Admin Head



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CONSTRUCTION/HOUSE EXTENSION/ FENCING CONFORMITY

Buyer's Name : _____
Subdivision : _____
Block : _____

Date : _____
Phase : _____
Lot : _____

Sir/Ma'am,

Please be informed that you are bound to comply with the restrictions and conditions of the CONTRACT TO SELL / DEED OF ABSOLUTE SALE to the above-described parcel of land, including all improvements introduced thereon, as described in the **CTS - Section 14 / DAS**, to wit;

- ◆ The property shall be improved / fenced with materials that meet the designs & specifications as submitted, and approved by the SELLER. The BUYER may not fence the property or introduce any improvements thereon, without the prior written consent of the SELLER. A breach of this restriction shall authorize the SELLER to demolish any improvement at the expense of the BUYER;
- ◆ The BUYER agrees to maintain his / her monthly amortization payments as stated in the Contract to Sell or other payment agreements between the BUYER and the SELLER. The BUYER hereby acknowledges the authority of the SELLER to bar the delivery of materials or entry of manpower who are undertaking ACHEF improvements at the BUYER's residence should BUYER's account become delinquent;
- ◆ The BUYER shall not place, attach, post, construct, erect, or exhibit any commercial or advertising signs on the subject property except nameplates or professional signs which should not exceed 80 cm. wide by 40 cm. high on dimension;
- ◆ The BUYER shall not dump construction materials, garbage, or other waste materials along the roads, alleys and adjacent properties. The BUYER must provide appropriate receptacles for these items.
- ◆ The BUYER shall not install any drainage lines outside his property without the written approval of the SELLER and neither shall he obstruct, cover, or destroy any drainage, inlet, catch basin or manhole covers. This includes septic tank covers within the property;
- ◆ The BUYER shall keep the sidewalk in front of his property free from any obstruction to pedestrian traffic. The BUYER shall not cause any boring through or breaking of the concrete curbs and gutter without the written consent of the SELLER.

The restrictions herein contained shall subsist as limitations on the ownership of the property. Failure on the part of the BUYER, his/her heirs, successors or assigns to comply with these covenants may be enforced by proceedings at law, and the cost of suit, attorney's fees and damages shall be for the account of the BUYER, his/her successors, or assigns.

From the SHAI – Homebuilder Committee:

Conforme:

HOMEOWNER (Sign over printed name)



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AFFIDAVIT OF UNDERTAKING

KNOWN ALL MEN BY THESE PRESENTS:

I, _____, single/married, of legal age, and with postal address at _____, after having sworn to in accordance with law, do hereby depose and state:

That I am the buyer of the real estate property located at _____, particularly described as Phase No. _____, Block No. _____ Lot No. _____ PCS / PSD No. _____, having an aggregate land area of _____ square meters, more or less;

That I have applied for Construction House/Extension/Renovation/Fencing Permit with the Sabella Homeowners' Association Inc. – Homebuilder Committee for my house unit which I intend to extend/renovate/fence off;

That I was not able to secure the conformity signature of the lot owners adjacent to my house unit, due to any one of the following reasons:

1. There are no adjacent lot owners occupying their units;
2. These lot owners could not be reached for their respective signatures;
3. There were no authorized representatives of the lot owners present;

That I will take full responsibility over the construction of such structures which may affect the adjacent properties. In the event that these lot owners file complaints during or after the construction, I hereby hold Sabella Homeowners' Association Inc. free from any liability or obligation to whatever agreement or compromise I and the lot owners may arrive at;

That I am liable for any and all concerns regarding the safety and stability of such structure(s) which I introduce in the event that such construction may cause danger to public safety or may affect the stability of adjacent house units;

That I am executing this affidavit to affirm my responsibility over the statements above.

IN WITNESS WHEREOF, I hereto affix my signature this _____ day of _____, 20____ at _____.

Affiant/Buyer/Homeowner (Sign Over Printed Name)

Attorney-in-fact

SUBSCRIBED AND SWORN to before me this _____ day of _____ affiant exhibiting to me his / her Residence Certificate No. _____, issued at _____ on _____.

Notary Public

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



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ACHEF POLICIES AND GUIDELINES

I. PRE-CONSTRUCTION GUIDELINES

1. Before start of construction and delivery of materials, homeowner shall present to Move-in engineer original copies of ACHEF and Building permits, list of workers and other pertinent documents.
2. Delivery of construction materials, equipments, supplies, etc. shall only be made between 8:00 A.M. and 5:00 P.M. prior to entry, delivery receipts should be presented to security guard assigned. Only light trucks (Six wheeler with max. load capacity of 2000 kgs.) are allowed entry.
3. The homeowner shall be required to post in front of their unit a construction I.D. marker using a 12" x 24" board with the following information: ACHEF number, Building Permit number, starting date and duration of construction at all times during the construction period.

II. CONSTRUCTION GUIDELINES

1. Streets must be kept clean and unobstructed at all times. They must be clear of any kind of construction materials. All delivery of construction aggregates i.e. white sand, gravel should stock piled within the property of the buyer. Violators shall be fined: Obstructing the street- Php 100/day; Mixing of concrete on the street without mixing board- Php 500/day.
2. Garbage and similar waste materials including construction debris should be limited within the buyer's property only. Violators shall be fined Php 100/day.
3. Use of nearby unoccupied units for whatever purpose shall not be allowed. Violators shall be fined Php 500/day.
4. All contractors' workers under contract with the homeowner shall be subjected to the Rules and Regulations of the Subdivision. SHAI shall have all the rights to implement these rules and regulations and impose the corresponding penalties.
5. The policy of NO ID NO ENTRY shall be imposed at the Subdivision. All workers shall be required to pin their IDs at all times while inside the subject's premises. Lost IDs may be replaced upon paying a fee of Php 100.
6. All homeowners' contractors and their personnel shall be subjected to search prior to entry and exit from the Subdivision.
7. Unless with an overtime authorization from the Move-In Engineer and/or Project Manager, all workers except for the designated watchman/warehouseman are allowed at the site after 6 pm. Curfew hours for the said personnel shall be from 10 p.m. to 5 a.m. At these hours, all workers should be confined to their respective barracks.
8. Noise or disturbances especially after work hours is not allowed. This includes loud singing, transistor radios, stereo sets, boisterous talk, laughter, and abusive or profane language.
9. Prohibited in the Subdivision are the following: firearms and other deadly weapons (fan and hunting knives, jungle bolos, etc.); drinking of any alcoholic beverages and liquors; taking, using or peddling of any prohibited or controlled drugs; gambling of any form; fighting; bringing in of pets and other game animals; entry to the Subdivision under the influence of alcohol or drugs. Violators shall be charged Php 500 for every offense.
10. Bathing, urinating or defecating in public view is strictly prohibited. The homeowner shall be responsible in providing a suitable toilet and bath for his/her contractor's workers.
11. The Homeowner shall be responsible and liable for any and all acts of his/her workers or contractors hired during the duration of construction. He shall be liable for any damages that may be caused to the properties of SHAI and/or third parties by any of the contractor's personnel working or by anybody delivering materials for the homeowner. Likewise, he shall be responsible for the custody and safety of any and all construction materials, equipments and supplies delivered to him.

12. Delivery of materials and entry of workers into the Subdivision may be stopped by SHAI in the following circumstances.
 - a. Unauthorized change of plans, revisions, alterations or additions during the construction period. Continuous construction without proper clearance with SHAI would automatically mean cancellation of ACHEF permit and forfeiture of construction bond. A CEASE AND DESIST ORDER from SHAI shall immediately be served to homeowner.
 - b. If construction project extends beyond the allowed period as stated on the ACHEF without application for extension and/or freezing of expiration date. In this case, the construction bond may be forfeited and the homeowner shall be required to post a new bond for the resumption of the remaining construction works.
 - c. If the homeowner continuous to violate any of these policies and the existing subdivision rules and regulations.
13. SHAI shall have the right to enter the premises of the homeowner's property to determine adherence to construction rules and regulations as set forth in the policies and to check if construction was in accordance with the approved plans.
14. Any changes in the submitted plans must be reported to project management by submitting a new set of plans and revised bill of materials for proper evaluation and approval. During this period, the homeowner is required to cease its construction pending the approval of proposed plan revisions.
15. Without prejudice the Company may cease the construction and impose penalties against any person who is responsible for any illegal construction within the Subdivision. The following penalties may be imposed: endorsement of the noted violation/s to the building official of the pertinent local government unit and the concerned HOA for the appropriate action; filling of cases/legal action with the appropriate government agencies. Violators shall be fined.
16. Time Extension of Construction Period: Application of time extension should be made three (3) days prior to expiration of construction period.

III. POST CONSTRUCTION GUIDELINES

1. Upon completion, the homeowner shall apply with the site's Move-In Engineer for Request for Inspection and Construction Bond Refund, and present the following requirements:
 - a. Approved ACHEF (original copy)
 - b. Official Receipt of Construction Bond
 - c. Approved Building/Fencing Permit
 - d. Homeowners Association Clearance
 - e. Delivery receipts of all materials used
 - f. Workers' ID.
2. Before application for inspection and refund, the homeowner should ensure the following:
 - a. All homeowners' workers should have vacated the premises of the Subdivision.
 - b. Construction equipment, excess materials and debris must be hauled out, otherwise SHAI may take possession or remove the aforesaid materials at the expense of the homeowner and charge the cost of such actions against the construction bond.
 - c. Payments on temporary water and electric bills should be updated.
3. Any damages to common areas/properties such as curbs and gutters, sidewalks, pipelines, etc. as a result of the owners construction shall be repaired, the cost of which shall be charged against the construction bond of the homeowner.
4. Construction bond shall be refunded in accordance with the policies. It is not transferable to another homeowner/applicant.
5. Administration/processing fee is not refundable. It is imposed as compensation for the additional security work rendered in monitoring of workers and delivery of construction materials, equipment and supplies. Further it is imposed to cover administration cost for the processing of permits and inspection of the units.

Acknowledged by:

Homeowner/AIF (Signature Over Printed Name)



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