



South Forbes Tokyo Mansions Homeowners' Association, Inc.
South Forbes Golf City, Brgy. Inchican, Silang, Cavite
Tel. No. 049-4093612

MINUTES OF THE SPECIAL BOARD MEETING
Tokyo Mansions Administration Office
August 29, 2019

Present:	Dir. Joel Lapis	-	Chairman
	Dir. Arnel Orias	-	Vice Chairman
	Dir. Mark Stanley Lucero	-	Member
	Dir. Vic Navarro	-	Member
	Dir. Nestor Remegio	-	Member
	Mr. Julian Dayrit	-	Board Secretary
	Atty. Ronald Solis	-	SFTMHOAI Legal Counsel
	Mr. Bernard Romarico Sanchez	-	Chief Financial Officer Cathay Land, Inc.

A. Conference with CLI's Chief Financial Officer

The chairman introduced the members of the board and the HOA legal counsel to Mr. Bernard Sanchez, CLI representative. Mr. Sanchez informed the board that CLI President, Mr. Jeffrey Ng has sent him to have a dialogue with HOA Board of Directors and to again find a solution (that is mutually beneficial to HOA and CLI) to the problems concerning the renovation of the subdivision's club house, the swimming pool and other amenities.

Chairman Lapis said that the HOA was expecting that the problems will be finally settled as agreed upon during the last dialogue with CLI, but the plans did not materialize. He added that instead of a positive result, the HOA received a demand letter from CLI thru Atty. Gil Navarro deliberately directing the HOA to cease and desist from conducting any activities in CLI properties at Tokyo Mansions as HOA has no authority to make any improvements on it.

Dir. Navarro explained that the basketball court was one of the projects prioritized during the HOA Annual General Meeting last December 2018 because the association has no amenity for cohesiveness among homeowners. The plan for the basketball project was verbally communicated to Engr. Jason Tumbali. After the estate manager gave his go-ahead response, he

1 then advised the HOA to formally inform CLI in writing about its request to put up a basketball
2 court (including the partial turn-over of a portion of the park area). According to Dir. Navarro, he
3 also informed Mr. Tumbali that the HOA will eventually shoulder the payment of the real
4 property tax of the basketball court area once it is partially turned over.
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6 Mr. Sanchez told the board that he was also amazed when he heard about it, however, he said
7 that there was no official turn over in the first place and that he too was being reprimanded by
8 Mr. Ng. In addition, the HLURB might question the construction of the basketball court which is
9 basically not included in the amenities. Mr. Sanchez explained that the CLI made the cease and
10 desist order to show HLURB that they don't encourage modifications of facilities in unofficial way.
11 Once the subdivision is formally and completely turned over to the HOA, the HOA has the right to
12 do whatever they want.
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14 Dir. Navarro further explained that prior to the construction of the basketball court, the HOA also
15 consulted the HLURB and was told that the HOA can make modifications in the area so long that
16 it does not interfere with the developer's operation. Since the basketball court is still considered
17 an open space and its basketball ring is movable, Dir. Navarro said that it does not change
18 anything. Atty. Solis added that the construction of the basketball court cannot be blamed to CLI
19 because as far as the records are concerned, the basketball project was carried out by the HOA.
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21 Atty. Solis told Mr. Sanchez that based on the demand letter sent to HOA, CLI is threatening them
22 of a criminal action although they can inform the HOA about the basketball issue in a pleasant
23 approach. For this reason, the HOA has resorted to take legal actions and ultimately demand
24 from CLI what is rightfully belongs to the subdivision. He added that the case of the basketball
25 court is only one of the many issues being addressed in the demand letter.
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27 According to Atty. Solis, the demand letter sent to CLI affirms all the requests of HOA which were
28 already raised during the board's last dialogue with the developer. Chairman Lapis said that for
29 almost two (2) years, the HOA has been sending several letters and emails to CLI and making
30 follow ups on the same issues.
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32 Mr. Sanchez explained that the projects were delayed due to the problems in engagement with
33 the different contractors. Chairman Lapis noted that the scope of works might not match with
34 the actual cost of the repair and so the contractors tend to back out.
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36 Atty. Solis mentioned that the HOA is just asking for what has been promised to the homeowners
37 which is basically the facilities and amenities represented in the advertisement flyers when the
38 lot owner decided to buy the property from CLI.
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1 Mr. Sanchez said that he will discuss the matters with Mr. Ng and Atty. Gil Navarro but he also
2 urged the HOA to make a commitment in accepting the subdivision during its official turn over.
3 Atty. Solis said that the HOA does not need to make a commitment because it is their obligation
4 to accept it once all the amenities in the subdivision are completed.

5
6 Mr. Sanchez advised the HOA to again write the CLI and specifically identify all the items being
7 requested while indicating also the commitment to accept the subdivision using stronger words.
8 Atty. Solis said that as per HOA's last letter to CLI, stronger words were already used in
9 demanding for CLI compliance.

10
11 Mr. Sanchez mentioned about the reciprocal the CLI will gain especially regarding the financial
12 aspects. Relative to this, Dir. Navarro recalled that during the previous meeting with Atty. Gil
13 Navarro, the CLI was assuring the HOA that they will take care of all the problems, however, CLI
14 was also insisting that the HOA must first acknowledge part of the advance payment made by CLI
15 for the rehabilitation of the clubhouse and the pool that amounts to Php 6 Million. He then
16 requested the CLI to provide the board something that they may present to the homeowners for
17 deliberation (e.g. memorandum of agreement between the CLI and HOA), but to no avail, as the
18 CLI only sent the billings of the expenses made for the said renovation.

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20 From his understanding, Mr. Sanchez told the board that the said amount is still the obligation of
21 the HOA as per agreement with the previous HOA board and is part of the current issues
22 between the CLI and HOA. Chairman Lapis reiterated the position of the HOA that as per HLURB,
23 the facilities and the amenities of a subdivision are still the responsibilities of the developer until
24 those are officially turned over to the HOA. The chairman also advised Mr. Sanchez to just
25 answer the demand letter from HOA which will be the basis of the board's next action. Atty. Solis
26 said that said expenses can be settled after the main issues are addressed. He added that if the
27 CLI will not comply with the demands stated in the letter, the HOA has no other option but to file
28 a corresponding case before the HLURB.

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30 Mr. Sanchez vowed that the HOA will hear from CLI on or before Tuesday, October 3, 2019, after
31 discussing the matter with Mr. Ng. He also said that he will prepare and present a document that
32 will address all the concerns of HOA.

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34 The board decided to give the CLI a last chance before elevating the case to a higher level.

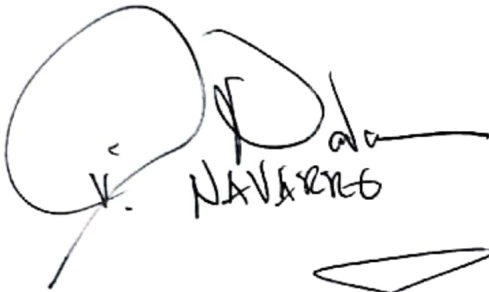
35 36 37 **B. MEETING ADJOURNMENT**

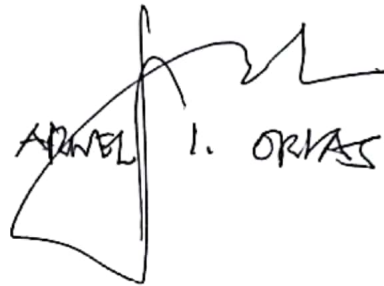
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39 The meeting adjourned at _____.

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