



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BALTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor



CITY RESOLUTION NO. 2025-725 Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH SPRINGVILLE CLASSIC SQUARE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC. REGARDING THE USE OF AN OPEN SPACE IN SPRINGVILLE CLASSIC SQUARE SUBDIVISION AS A PAY-PARKING SPACE AND A VEGETABLE GARDEN.

Sponsored by:

Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, and Hon. Michael E. Solis. Hon. Levy M. Tela

WHEREAS, on 7 May 2025, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Honorable Strike B. Revilla, to sign a Memorandum of Agreement (MOA) between the City Government of Bacoar and Springville Classic Square Subdivision Homeowners' Association, Inc. involving a parcel of land situated in Springville Classic Square Subdivision.

WHEREAS, the said homeowners' association intends to develop the said open space as a pay-parking space and a vegetable garden in partnership with the City Government for the benefit of the residents of the said subdivision.

WHEREAS, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) to the Sangguniang Panlungsod for its review and consideration. The proposed MOA is hereby deemed incorporated into and made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Alde Joselito F. Pagulayan unanimously seconded by the council in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod to



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Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

authorize the City Mayor to sign a MOA with Springville Classic Square Subdivision Homeowners' Association, Inc. on behalf of the City Government of Bacoor regarding the use of an open space situated in Springville Classic Square Subdivision to be used as a pay-parking space and vegetable garden.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the Springville Classic Square HOA, and other government agencies concerned with copies of this Resolution.

APPROVED this 26th day of May 2025 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I certify that the foregoing Resolution was duly approved in accordance with law.

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor



2 City Resolution No. 2025-725, 26 May 2025



ANNEX "A"

MEMORANDUM OF AGREEMENT
*(For the Administration and Management of the Open Space
at Springville Classic Square Subdivision)*

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this ____ day of _____, 2025, by and among:

The **CITY GOVERNMENT OF BACOR**, a local government unit created and existing by virtue of the Republic Act No. 10160, with office address at Bacor Government Center, Molino Boulevard, Brgy. Bayanan, City of Bacor, Cavite, represented herein by the City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____, Series of _____, of the Sangguniang Panlungsod of Bacor, Cavite, hereinafter referred to as the "**LGU-BACOR**",

- and -

The **SPRINGVILLE CLASSIC SQUARE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.**, a non-stock, non-profit domestic corporation, duly formed and existing under and by virtue of the Philippine laws, with official business address at _____ st., Springville Classic Square Subdivision, Barangay Molino III, City of Bacor, Cavite, duly represented herein by its President, **PRISCILA D. RAMOS**, by virtue of its Board Resolution, hereinafter referred to as the "**HOA**";

WITNESSETH, that:

WHEREAS, the **HOA** is the duly registered homeowners' association of Springville Classic Square Subdivision, Molino III, City of Bacor, Cavite;

WHEREAS, in compliance with Presidential Decree No. 1216, the developer of Springville Classic Square Subdivision reserved a portion of the subdivision project as the open space thereof for the purpose of creating parks, playgrounds, recreational area, roads, places of worship and other similar facilities and amenities that would benefit its residents and homeowners;

WHEREAS, the developer of Springville Classic Square Subdivision executed in favor of **LGU-BACOR** a Deed of Donation dated 28 October 2015, which, after having been duly accepted by the Donee - **LGU BACOR**, effectively converted the open spaces and all facilities and improvements found thereon into public property under exclusive ownership of the **LGU-BACOR**;

WHEREAS, the officers of the **HOA** of Springville Classic Square Subdivision expressed their desire to remain actively involved in the administration, management, and maintenance of the open space (the "**Property**"), most specifically for its use as a pay-parking space and a vegetable garden. To this end, the **HOA** submitted to the Honorable City Mayor Strike B. Revilla a proposal for the said purpose, accompanied by a draft Memorandum of Agreement regarding the management and operation of the Property mentioned above;

WHEREAS, the LGU-BACCOOR, in its desire to alleviate the financial challenges of the homeowners of Springville Classic Square Subdivision and help the HOA to better serve its community, is hereby bestowing the right for administration, maintenance, non-exclusive use and enjoyment of the open spaces and improvements of the Property located within Springville Classic Square Subdivision provided that all necessary improvements for preservation and administration of the Property shall be the responsibility of the HOA;

WHEREAS, the HOA commits to bear the burden of preserving the Property, ensuring its usefulness for the future use of the LGU-BACCOOR and the general public, maintaining peaceful existence within the Property, and preserving the said Property;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants hereafter agreed upon, the parties have covenanted as follows:

- 1. The ownership and title of the Property, located within Springville Classic Square Subdivision, shall remain with and continue to be in the name of the LGU-BACCOOR. Any temporary and permanent improvement intended to be introduced or constructed on these properties shall be subject to the approval and written consent of the LGU-BACCOOR.**
- 2. The LGU-BACCOOR consents to the supervision and administration by the HOA of the subject Property, subject to the following conditions:**
 - a. Any reasonable rates, fees, and charges that its officers may impose upon its homeowners or their visitors for the use and enjoyment of the said Property shall be subject to the written approval of the LGU-BACCOOR before they can be implemented;**
 - b. The HOA shall be a member of the Bacoor Homeowners' Association Council, Inc. (BHOACI), and the election of its officers should be witnessed by officers of BHOACI.**
 - c. The day-to-day operation of the subject Property shall be under the administration of the duly-elected officers of the HOA, which means that, in case the HOA fails to elect a set of officers during the effectivity of the Agreement or if the officers of the HOA are elected without a representative of the BHOACI present, the operation and management shall automatically revert back to the LGU-BACCOOR.**
 - d. The HOA shall maintain a detailed record of its finances, particularly on any income derived from the operation of the said Property with particular emphasis on the rates, fees, and charges collected, how it was used, and the savings or income realized by the HOA through its operations and management of the said Property;**
- 3. Rights and Obligations of the HOA:**
 - a. Exercise administration and maintenance over the Subject**

Property;

- b. Surrender possession and return or vacate the Property without need of demand upon expiration of the Agreement, unless renewed by the parties in writing;
 - c. Not sell, dispose, mortgage, encumber, transfer, assign, tolerate the use by any third persons, or use as collateral unless with the written consent of the **LGU-BACCOOR**;
 - d. Not enter into any other agreements that will involve the use of the subject Property without the written consent of the **LGU-BACCOOR**;
 - e. Not alienate or transfer its administration rights, or do anything thereon which may be prejudicial to the rights of the **LGU-BACCOOR**;
 - f. Be obliged to notify the **LGU-BACCOOR** of any act of a third person, of which it may have knowledge, that may be prejudicial to the rights of ownership, and it shall be liable if it does not do so, for damages, as if they had been caused through its own fault;
 - g. Be responsible for maintaining the cleanliness, peace, and order in the area;
 - h. Not use or allow the Property to be used for any unlawful or illegal act;
4. Considering that the **LGU-BACCOOR** is the rightful owner of the Property, any activities and events sponsored by the **LGU-BACCOOR** shall take precedence in the use of said Property. Any maintenance or repair work due to wear and tear shall be shouldered by the **HOA**. Provided that, in case the **LGU-BACCOOR** needs to use the Property for a public purpose, it may unilaterally terminate this Agreement and take over the possession and use of the same even without the consent of the **HOA**.
5. Unless otherwise terminated as provided herein, this Agreement shall be effective upon its execution and shall remain in force for a term of **three (3) year/s**. This Agreement may be renewed upon mutual agreement of the parties in writing. The party intending to renew the Agreement shall notify the other of its intention at least thirty (30) days prior to expiration.
6. In the event that any provision of this Agreement is declared, by a competent court of law, to be void, illegal or otherwise unenforceable, all unaffected provisions of this Agreement shall remain in full force and effect; Provided, however that unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the parties in which event, by mutual agreement, the **LGU-BACCOOR** may terminate this Agreement even without the consent of the **HOA**. Provided, also, that the Parties may amend the provision in such manner as will achieve the objective of this Agreement.

7. This Agreement may not be modified, repealed, or amended except in writing duly signed by the authorized representatives of the Parties.
8. Each party represents and warrants that the representative signing this Agreement is fully authorized to sign on behalf of the organization he/she represents and is empowered to bind his/her respective organization.
9. In case of breach of any terms of this Agreement, disputes and/or litigation arising from this Agreement, the venue of actions shall be filed in the proper courts of Bacoor City, Province of Cavite, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____ 2025 at Bacoor City, Cavite.

CITY GOVERNMENT OF BACOR

By:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2025

SPRINGVILLE CLASSIC SQUARE
SUBDIVISION HOMEOWNERS'
ASSOCIATION, INC.

By:

PRISCILA D. RAMOS
President

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI
City Administrator

ACKNOWLEDGMENT

Republic of the Philippines)
Bacoor City, Cavite) S.S

BEFORE ME, this _____ day of _____ 2025 at Bacoor City, Cavite,
personally appeared the following:

Name	ID No.	Date/Place Issued
Strike B. Revilla	_____	_____
Priscila D. Ramos	_____	_____

Known to me to be the same persons who executed this Agreement, and they acknowledge to me that the same is their free and voluntary act or deed. This instrument, consisting of five (5) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by all the persons and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2025.