

## Acknowledgment of Statement of Warranties

I / We, \_\_\_\_\_, Single / Marries, Filipino, with residence address at \_\_\_\_\_ do here by depose and state that:

That I / we are engaged in the purchase of a property(ies) from CITIHOMES BUILDER AND DEVELOPMENT, INC. (hereinafter referred to as CITIHOMES), with details as follows:

Subdivision / Project	- _____
Phase	- _____
Block	- _____
Lot	- _____
Survey No.	- _____
House Model	- _____

That I / we have accepted the housing unit stated above in good condition by virtue of our signature on the Certificate of housing Inspection and Acceptance (CHIA), a copy Which is attached hereto and made an integral part hereof;

That I / we have been duly informed and hereby agree to the terms herein, and confirm our acceptance of the privileges assiociated with, as well as the limited liabilities of the warranties by CITIHOMES for various items / parts of the housing unit, specifically stated below;

1. **Temite Control** - Thirty (30) days from our acceptance (not necessarily physical occupancy) of unit, reckoned from the date of our signature on the CHIA;
2. **Waterline Leaks** - Thirty (30) days from our acceptance (not necessarily physical occupancy) of unit, reckoned from the date of out signature on the CHIA;
3. **Firewall Leaks** - One (1) year from acceptance (not necessarily physical occupancy) of unit, reckoned from the date of our signature on the CHIA;
4. **Clogged Sewer / Drainage pipes** - Thirty (30) days from our acceptance (not necessarily physical occupancy) of unit, reckoned from the date of our signature on the CHIA;
5. **Toilet & Bathroom WaterProofing** - Thirty (30) days from our acceptance (not necessarily physical occupancy) of unit, reckoned from the date of our signature on the CHIA;
6. **Locksets Performance** - seven (7) days from our acceptance (not necessarily physical occupancy) of units,reckoned from the date of our signature on the CHIA;
7. **Plumbing / Electrical Fixtures** (faucets, toilets, shower heads, switches, outlets, receptacles, breakers, p-traps, floor drains, etc.) - Seven (7) days from our acceptance (not necessarily physical occupancy) of units, reckoned from the date of our signature on the CHIA;
8. **Roof Leaks** - One (1) year from acceptance (not necessarily physical occupancy) of unit, reckoned from the date of our signature on the CHIA;
9. **Painting** - One (1) year warranty against bubbling / peeling of paint only; i.e. fading, water marks, chalking,hairline cracks, or other damages to painted surfaces are not covered.

I / We acknowledge and agree to the limited liability of CITIHOMES to conduct repairs and / or maintenance to our housing unit in the event of acts of nature, acts of God, or forces majeure;

I / We have been informed and hereby accept that warranties stated in the preceding section are not applicable to, and / or shall be rendered void, and that CITIHOMES shall be held free and clear of its obligations or liabilities to its warranties, under the following scenarios and conditions;

1. **Termite Control** - If or when we conduct house extensions or improvements which involve soil excavation on our property;
2. **Waterline Leaks** - If we alter the layout of pipes or replace plumbing fixtures;
3. **Clogged Sewer / Drainage pipes** - If we alter the layout of pipes, or misuse the plumbing fixtures (e.g. flushing items into the toilet not intended for flushing, food in the kitchen sink's drainage line, etc.);
4. **Firewall Leaks** - if we alter the roofing layout / roff materials, such that the firewall's roof capping is damaged or removed, and its top surface is exposed to the element;

5. **Toilet & Bathroom Waterproofing** - If we replace / change / crack the tiles due to misuse; if we replace the water closet, lavatory, or other plumbing fixtures;
6. **Locksets Performance** - If we replace or mis-use the installed items;
7. **Plumbing / Electrical Fixtures** - If we replace or mis-use the installed items;
8. **Roof Leaks** - If we replace, alter, or modify the existing roofing and/or its accessories; if we install antennas, telecom equipment, or any action that punches holes into or create cracks in the roofing materials.
9. **Painting** - If we cause damage to painted surfaces, re-paint, or apply different colors of paint onto painted surfaces.

We further agree that the instant specific Statement of Warranties will take precedence notwithstanding provisions of law to the contrary, and shall form part of any and all Contract(s) of Sale and Deed(s) of Absolute Sale that we may or have executed with Citihomes involving the above-stated subject property.

We also agree to hold CITIHOMES free and clear from any liability or obligations as regards to the structural stability of the property that we have purchased, if we conduct any extensions to the original housing unit, make modifications to the original design, graft or connect any extensions or disturb the original structural members, demolish any concrete partition of the unit or portion thereof, or, in the case of loft-type house models, if we extend 2nd floor to cover any additional area, regardless of the materials used or additional area, regardless of the materials used or additional structural members to augment the intended 2nd floor expansion.

IN WITNESS WHEREOF, I / We hereto have affixed our signature this \_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_\_, in Makati City.

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Buyer

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Marital Consent

Witnessed By:

#### **ACKNOWLEDGEMENT**

Republic of the Philippines \_\_\_\_\_ )  
\_\_\_\_\_) S.S.

BEFORE ME this \_\_\_\_th day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ personally appeared.

**NAME**

**GOV. ID Type / No.**

**DATE/PLACE ISSUE**

_____	_____	_____
_____	_____	_____
_____	_____	_____

known to me be the same persons who executed the foregoing Contact to Sell, signed by the parties and their witnesses thereto, and they acknowledged to me that the same is their free and voluntary act and deed of the principal which they represent.

**WITNESS MY HAND AND SEAL** on the date and the place first abovementioned.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_.  
Page No. \_\_\_\_\_.  
Book No. \_\_\_\_\_.  
Series of \_\_\_\_\_.