

NORTHFIELD RESIDENCES DEED OF COVENANTS AND RESTRICTIONS

The Vendor, **Colourfield Land Development Corp.**, a domestic corporation duly organized and existing according to the laws of the Philippines, is the owner of that residential subdivision known as **Northfield Residences**, located in Barangay Canduman, Mandaue City, Province of Cebu.

The vendor intends to sell and convey the Parcels within the Subdivision and to impose upon them mutually beneficial covenants and restrictions for the benefit of their owners and future owners, and residents, and for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

The Vendor hereby declares that all the Parcels in the Subdivision shall be subject to the following covenants, conditions, and restrictions. All of said covenants, conditions, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, tenants, occupants, or otherwise.

All the provisions of this Declaration shall form an essential part of the consideration of the sale of the Parcels and shall be annotated on their corresponding certificates of Title as voluntary liens and encumbrances.

I. Definition

1. **“Association”** shall mean the homeowners’ association. During the period that the homeowners’ association has not yet been organized and functioning, all the rights, powers, and authority vested in it by the Deed of Restrictions may be exercised, performed, and enforced by the VENDOR.
2. **“Board”** shall mean the Board of Governors, the governing body of the Association. During the period that the homeowners’ association has not yet been organized and functioning, all the rights, powers, and authority vested in it by the Deed of Restrictions may be exercised, performed, and enforced by the VENDOR.
3. **“Member”** shall refer to the Owner.
4. **“Owner”** shall refer to the purchaser or buyer of the Parcel in the Subdivision, who shall automatically become a member of the Association.
5. **“Parcel”** shall mean the parcel of land within the Project for sale or sold.
6. **“Resident”** shall mean the actual occupant of the Parcel.
7. **“Subdivision”** shall refer to the entire Northfield Residences.
8. **“Vendor”** shall refer to the **Colourfield Land Development Corp.**

II. Use and Occupancy of Lots:

1. Individual lots shall not be subdivided.
2. Lots shall be used exclusively for single residential houses.
3. Only one (1) single family house may be constructed on a single lot or group of two or more contiguous lots.

4. Commercial or advertising signs shall not be placed, constructed or erected on the lots unless with the approval of the Homeowners Association. Name plates and professional signs of homeowners are permitted so long as they do not exceed eighty (80cm) by forty (40cm) centimeters in size.
5. No cattle, pigs, sheep, ducks, geese, roosters, carabaos or horses shall be maintained on the lots; domestic pets may be kept but not in commercial quantities and subject to regulation and control of the Association.
6. The lots shall not be used for any business activity such as but not limited to convenience stores, bakeries, warehouses, car repair shops and the like.
7. Owners along the perimeter of the Northfield Residences property are not allowed to build, make or establish another opening, gate or any other form of structure that will allow ingress or egress to the subdivision other than the main designated entrance of the subdivision.

III. Buildings and Architecture:

1. Types of Materials. All buildings must be of strong materials and of such types of architecture that is consistent and in harmony with the subdivision theme and design.
2. Building Height. Buildings shall not be higher than nine (9.0 m) meters measured vertically from the highest lot corner on the property line up to the highest point of the structure.
3. Setback. No structure or any portion shall be located at a distance of not less than required setback as indicated below:

A. Single Detached Home

Interior Lots

Carport Side – 3.0 m from building line
Rear – 2.00 m from building
Front – 2.00 m from building line
Remaining Side – 2.00 m from building line

(min)

(See Annex A Figure III. 3A -1)

Corner Lots

Carport Side – 2.50 m from building line (min)
Rear – 2.00 m from building line
Front – 2.00 m from building line
Remaining Side – 2.00 m from building line

(See Figure Annex A III. 3A -2)

B. Duplex Home

Interior Lots

Sides – 2.00 m from building line
Front – 3.00 m from building line

(See Annex A Figure III. 3B -1)

Corner Lots

Sides – 2.00 m from building line (min)
Front – 3.00 m from building line

(See Annex A Figure III. 3B -2)

C. Townhouse

Interior Lots

Front – 3.00 m from building line
Rear – 2.00 m from building line (w/ firewall)
Both Sides – Firewall

(See Annex B Figure III. 3C -1)

Corner Lots

Front – 3.00 m from building line
Rear – 2.00 m from building line (w/ firewall)
Side A – Firewall
Side B – 1.50 m from building line

(See Annex B Figure III. 3C -2)

4. Landscape. Landscaping of the areas allocated for easements are encouraged. Softscapes elements like trees, shrubs, and ground covers may be planted within the setback areas.
5. Service Areas. Open laundry drying areas may be placed within the setback areas on the sides of the properties. No object constructed or installed within this area should protrude beyond and above the fence height. These laundry areas should be properly screened from public view or view from the street using materials consistent with the overall aesthetic character of the subdivision.
6. Carport Design. Homeowners who wish to have roofed carports constructed are allowed, subject to design parameters provided by the vendor. The carport roof plans (canopy) of each house model are illustrated as follows:

A. **Single Detached Home:** (See Annex B Figure III. 6A)

B. **Duplex Home:** (See Annex B Figure III. 6B)

C. **Townhouse - None**

7. Designated areas for future expansion are strictly regulated. Refer to below for such areas:

A. **Single Detached Home:** (See Annex C Figure III. 7A)

B. **Duplex Home:** (See Annex C Figure III. 7B)

C. **Townhouse:** (See Annex C Figure III. 7C)

8. Front Gates and Fences. Homeowners who opt to install gate and fence fronting their property are permitted to do so subject to design guidelines. These are:

A. The structure must be within the lot.

B. The maximum height is 1.0 meter from top of concrete sidewalk.

C. Horizontal orientation of grilles/tubes is preferred.

D. Steel grilles or tubes may be used from the ground up. Another option is to use concrete wall up to 0.40m from the sidewalk, then steel grilles/tubes until 1.0m height is reached. (See Annex D)

IV. Renovation/Building Plans

1. Building plans for all proposed renovations, remodeling and additional construction, building extensions and other auxiliary structures must be approved by the Association before construction begins. Approval shall be subject to Construction/Renovation Guidelines issued by the Association or the Developer.
2. For all new construction, the following must be submitted to the Association.

Site and floor plans

Vicinity plan

Front-sides-rear elevation drawings

Roof framing plan

Wall fences plan

Utility connection, drainage, septic tank and garbage location plans

Proposed grading and landscaping, showing the original ground line of said lots.

Government permits.

3. All renovations, extensions, and changes to the exterior of the building must conform to the Architectural Guidelines and shall be submitted for approval to the Association's Building Committee prior to any implementation.
4. All renovations shall maintain the required easement as indicated in "**Annex A**". Alterations and renovations on the building facade is not allowed unless approved by the Association's Building Committee.
5. Fire walls of not more than nine (9) meters in height but not more than **60%** of the total length of the property where it is located. Provided, that it is the owner's responsibility to full plaster finish both sides of the fire wall. The exterior side of the fire wall should be painted with a good quality white exterior paint. It shall be the prerogative of the owner of the adjacent property on the exterior side of the firewall to change or leave as is the color of the fire wall.
6. Residents are encouraged to have no front fences. Should they want to have front fence, it shall not exceed one meter in height and shall comply with the design guidelines of the Association. Fences are permissible at the rear and side boundaries, and as long as it shall not exceed two (2) meters in height. Walls made of live vegetation shall not exceed two (2) meters high. Barbed wires and broken glasses are not allowed to be used as part of any type of fence. Please refer to **Annex D** for fence designs.
7. No structure which is not physically contiguous to a residential building may be constructed that is visible from the roadside and the adjacent lot, such as an overhead water tank tower and similar structures.
8. Television Antenna tower of not more than 15 meters high may be installed but should be located within the side or rear portions of the lot; provided that such tower should be installed at a distance of not less than one (1) meter at sides and rear end and at a minimum distance equivalent to one-half (1/2) of the total depth of the lot measured from the property line fronting the street.
9. No poles, posts or any kind of structures destined to support electric or telephone lines or any other connections shall be allowed.
10. Housing for generator set maybe installed at front, sides and rear portions of the lot at a maximum height of one (1) meter and at a distance of not less than one (1) meter from the perimeter of the property.
11. Digging of wells within the Parcels is strictly prohibited.
12. Driveways intersecting the sidewalk must be constructed so that a gentle down-curve connects the sidewalk with the driveway.
13. The installation of booster water pumps, directly to the water pipeline is prohibited. Such booster pumps are allowed provided that the water is allowed to flow freely of its own power to water tanks, and the booster pumps are installed from the water tanks to the residence. The installation of water storage tanks must have the prior approval of the Association.
14. The destruction of trees is strictly prohibited, and is subject to a fine to be determined by the Board. No existing tree(s), outside the lot, shall be cut, removed or damaged, nor shall be relocated or

- transferred without the prior written approval of the Association and from the proper governmental agencies regulating the cutting of trees. A penalty to be determined by the Board shall be imposed on person(s) unauthorized and deliberately cutting trees in the Subdivision.
15. The easements are required for the purpose of drainage, sewage, water and other public utility facilities as may be necessary and desirable. Also used for ventilation purposes. The Owner or occupant shall permit free access thereto by the authorized representatives of the Owner and/or public utility entities for the purpose of which the easement is created.
 16. No part of the property shall be used or maintained as dumping site for rubbish, garbage or other materials/ aggregates, other than the common garbage bin. All rubbish, garbage, or other materials for disposal must be wrapped in plastic bags and placed in assigned garbage bins. Owner agrees to pay the Home owner's association a garbage fee w/c may be adjusted from time to time depending on government fees.
 17. Owners of generators shall not be liable for disturbances/ damages caused by its sound for as long as this is controlled so as not to bother the neighbors in the subdivision.
 18. Gambling considered prohibited by law is similarly prohibited in this subdivision.
 19. Although parking along the subdivision streets is allowed for only a short duration, extended hours of parking especially overnight parking is prohibited.
 20. In cases where the house and lot is leased out by the Owner to a Third Party, said Third Party and Owner bind themselves to the associations rules and regulations
 21. The construction, installation or utilization of water well, deep well, or artesian well in the lot is prohibited.
 22. No activity shall permit to exist or operate on any lot which may become detrimental to the utilization by any Owner of his/her lot or which may become an annoyance to the residents.
 23. If a dwelling unit or any structure located within a lot is totally destroyed by any disaster, then the Owner of the lot is totally destroyed by any disaster, then the Owner of the lot shall repair, restore, or rebuild the dwelling unit or structure within a reasonable amount of time.
 24. Owner shall not be allowed to mix concrete directly on the subdivisions concrete roads and sidewalks.
 25. No lot owner is allowed to install any drainage outlet outside his/her house without prior consent from the Owner.
 26. Alterations and improvements of dwelling units shall not change the architectural character on which the houses of the subdivision was conceptualized and built.
 27. No alteration of, or addition to, or removal of any structure shall be permitted without prior approval of Homeowner's association.
 28. No structure shall be placed on top of where the MCWD's water pipes are located otherwise, in the event that there will be maintenance works, MCWD and the Vendor shall not be liable for any damages.

V. General Restrictions and Subdivisions House Rules

1. Retractable or movable clotheslines are encouraged. When in use, these should not be visible from the street.

2. Pedicabs, horse-drawn vehicles (i.e caretelas, carrromatas) and pushcarts, are not allowed entrance to the Subdivision, except for children's parties; provided that the horses are properly provided with adequate chamber pots to avoid littering the streets with wastes. Service vehicles belonging to the public utilities may enter the Subdivision if they are servicing residents, their visitors, and/ or the Subdivision's needs. Public Utility Vehicles authorized by the subdivision are allowed only under the supervision and control of the Board.
3. Unauthorized persons may not be allowed to enter the subdivision.
4. The Association shall manage, operate, care for, maintain and repair the Common Area and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners.
5. The association shall from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or amended Act.
6. Building open fires in construction sites and/or household premises is not allowed. Burning of garbage and other waste materials within the subdivision is prohibited.
7. The discharge of firearms inside the subdivision is prohibited. The use of fireworks and / or firecrackers during special occasions should have proper written permit from the Administration office.
8. Vehicles coming in and going out should observe strictly the traffic signs posted on the streets inside the Subdivision. Over-speeding and other traffic infractions in the area are subject to appropriate action by the Board.
9. Subdivision security guards are under instruction to take into their custody or conduct into their respective homes, minors caught violating any of the subdivision rules or regulations.
10. Residents are enjoined to secure prior clearance from the Association before hiring private guards of their residences. Private guards refrained by residents in the area are required to "check in" at the Subdivision's entrance guardhouse during their transit.
11. Residents who are leaving the Subdivision and contemplating a garage sale of their second-hand household effects are enjoined to secure prior clearance from the Association.
12. To ensure proper security, Subdivision security guards have been tasked to check on persons roaming the streets of the Subdivision after 9:00 p.m. All residents are enjoined to restrict movement of their domestic help from 10:00 p.m. to 5:00 a.m.
13. Dogs and cats must be kept within premises and taken out only on a leash. It is the responsibility of the pet owner to clean up after his pets should soil the Subdivision's or neighbor's property. Stray dogs and cats caught by Subdivision security guards shall be brought to the Association and the owners notified thereof. Unless claimed within forty-eight (48) hours after notification, the pets will be disposed of accordingly. The residents concerned shall be required to pay a penalty to be determined by the Board for each dog and cat recovered plus any expenses for maintenance of the animal.
14. For better control of entry of unauthorized persons in the area, residents are required to obligate their domestic help to secure identification cards from the Association. These ID cards should be surrendered by the holder to their employers when the former leaves his employment. The residents shall surrender them to the Association as soon as possible. All costs for the ID cards will be paid by the Member.
15. Consideration must be extended and maintained for the privacy and peace of the neighbors in the Subdivision. Unnecessary horn tooting, annoying sounds, noisy vehicle mufflers, loud and amplified music are not allowed. Sound muffling housing should be built for generators.

16. In case of parties and other social gatherings, party holders are requested to reduce the volume of their music. Observance of this restriction will be carried out by the Subdivision security guards.
17. The Association prohibits the distributions of any advertising materials to the residents of the Subdivision, either through the Subdivision's security guards or through representatives of any firm. The Association is prohibited from releasing a list of residents and telephone numbers for the purpose of solicitations, advertising and the like.
18. Sightseeing within the Subdivision must have a corresponding written permit from the Association. Practice driving inside the Subdivision is prohibited by the Association. This rule covers motorcycles and/or motorized vehicles. Violators of these regulations will be apprehended by the Subdivision security guards.
19. Carports/pedestrian gates that open toward the sidewalks must always be closed after use, so as not to obstruct and hamper the free use of the sidewalk pavement.
20. Residents' bicycles and motorcycles must have Subdivision stickers and proper reflectors for identification purposes.
21. Bird hunting in the Subdivision is not allowed.
22. The permanent or overnight parking of cars on the road is strictly prohibited. Likewise washing of cars on the road is prohibited.
23. Residents are required to display Association stickers on their vehicles. Stickers will be valid for the year they are issued regardless of when it is purchased, and the sticker fee will be determined by the Board. Owners who do not reside in the subdivision may also purchase stickers for their vehicles, but are not required to do so. However, all vehicles not displaying Association stickers will be stopped by the Subdivision security guards at the entrance and the driver will be asked to leave a valid I.D.
24. Residents are required to comply with the Waste Management Program implemented by the Association.
25. Garbage containers are to be stored out of view of adjacent Lots and the street abutting the property. All empty containers are to be removed to their proper storage as soon as possible after collection of the contents. All Lot Owners are responsible for ensuring that their property remains free of all garbage and debris.
26. Trucks entering the gates of the Village shall be charged entry fees in the amount to be determined by the Association.

VI. INTERPRETATION

Where there appears to be a conflict in the interpretation of any of these restrictions, the most stringent interpretation shall be adopted.

VII. PERIOD OF RESTRICTIONS

All the restrictions, easements, reservations and conditions enumerated herein shall run with the lot and structures found therein, and shall be binding as voluntary liens on all parties having or acquiring any right, title or interest therein, whether as co-owners, mortgagees, lessees, tenants, occupants or otherwise for a period of FIFTY (50) YEARS from and after the incorporation of the Association. The term of these restrictions may be extended upon the approval of at least two-thirds of the owners of the lots within the boundary of the subdivision.

VIII. AMENDMENT

These covenant may be altered, modified or changed at any time by the Vendor or its corporate successors before complete turn over to the Association when its sole judgment, such modification or change is necessary to make them conform to its intention or for the general welfare of the community.

IX. ANNEXATION

The Vendor or its corporate successors shall have the right from time to time to Annex to Northfield Residences any other real property owned by the Vendor which is contiguous or adjacent to Northfield Residences Subdivision. The Vendor shall effect such annexation by executing supplemental Deed of Restrictions which shall describe the real property annexed, designate permissible uses thereof and set forth new or modified restrictions or covenants which may be applicable to such Restrictions, the annexed area shall thereupon become part of the Project as if such uses were originally part thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____, Philippines

CHESTER A. LIM
Attorney-in-fact

SUBSCIBED and SWORN to before me, a Notary Public, this _____ at _____.
Affiant exhibited to me his Gov't ID _____ as his competent evidence of identity and his CTC No. _____ issued on _____ at _____.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2011

ANNEX A

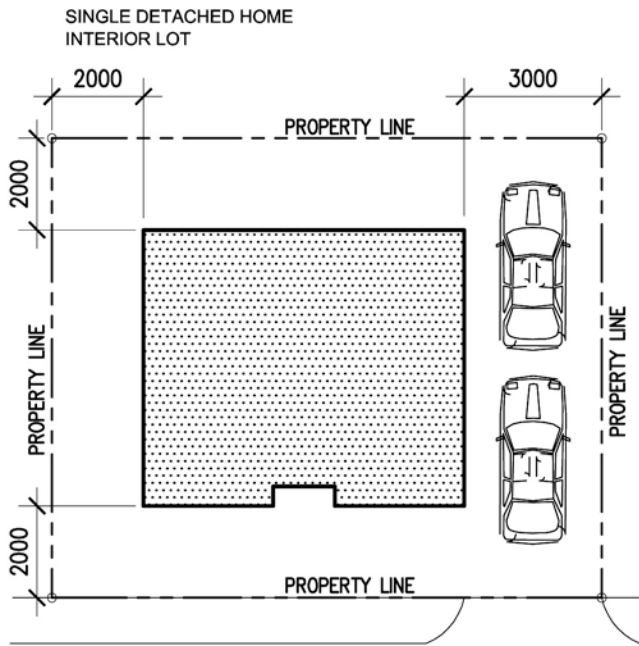


FIGURE III. 3A-1 (SINGLE DETACHED HOME)

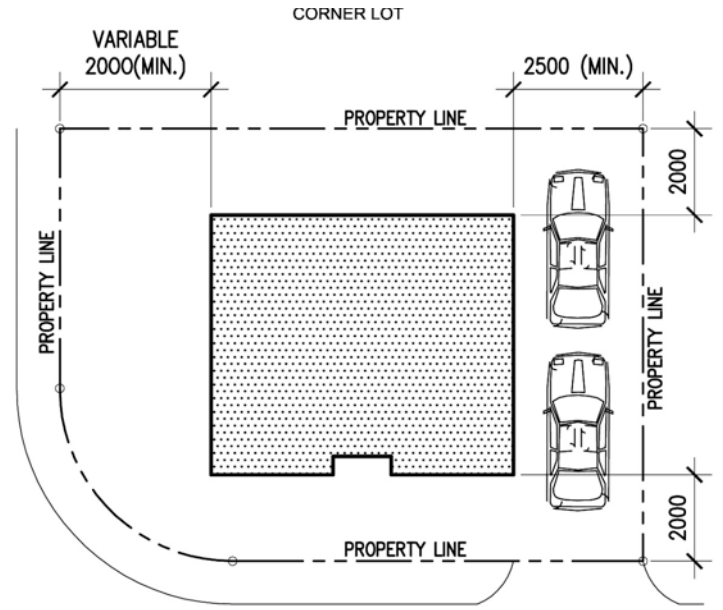


FIGURE III.3A-2 (SINGLE DETACHED HOME)

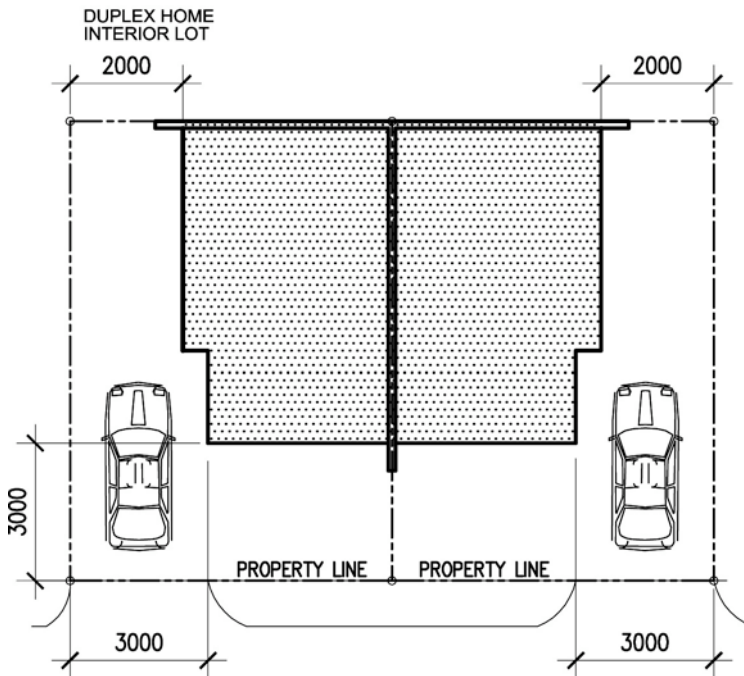


FIGURE III. 3B-1 (DUPLEX HOME)

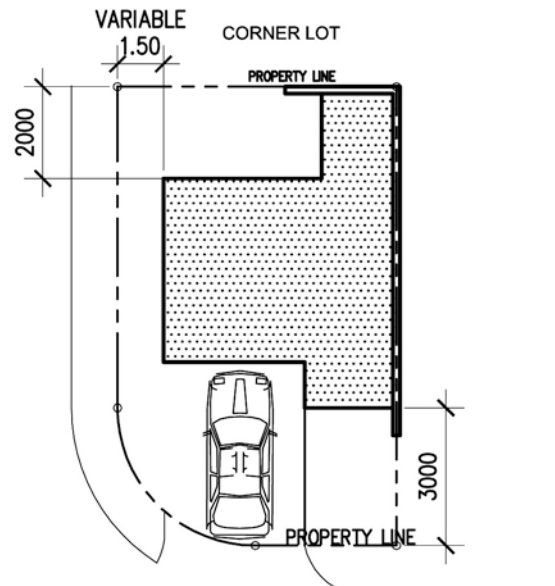


FIGURE III. 3C-2 (TOWNHOUSE)

ANNEX B

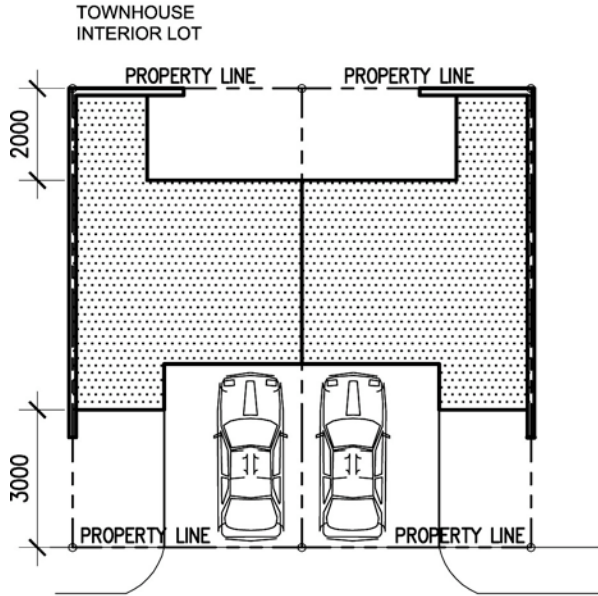


FIGURE III. 3C-1 (TOWNHOUSE)

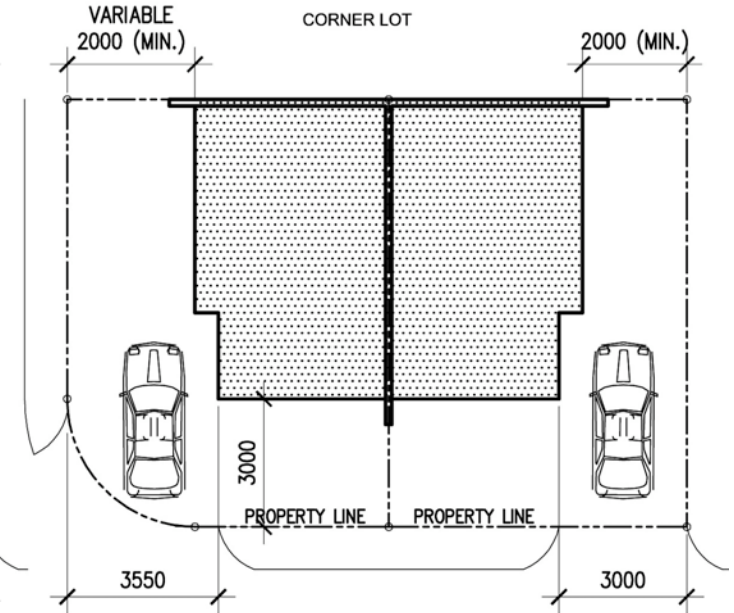
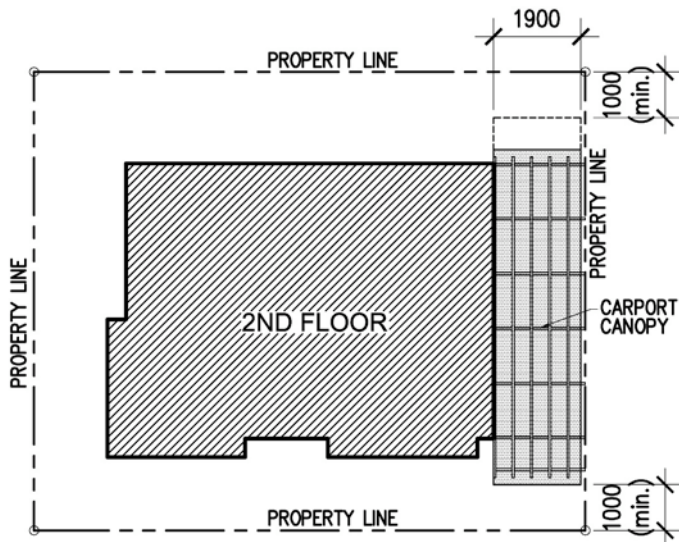


FIGURE III. 3B-2 (DUPLEX HOME)

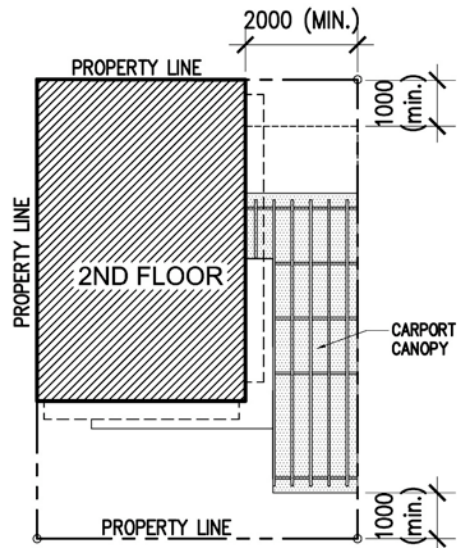
CARPORT DESIGN (CANOPY)



NOTE: NO STRUCTURE SHALL BE PLACED OUTSIDE THE BOUNDARY OR PROPERTY LINE

FIGURE III. 6A (SINGLE DETACHED HOME)

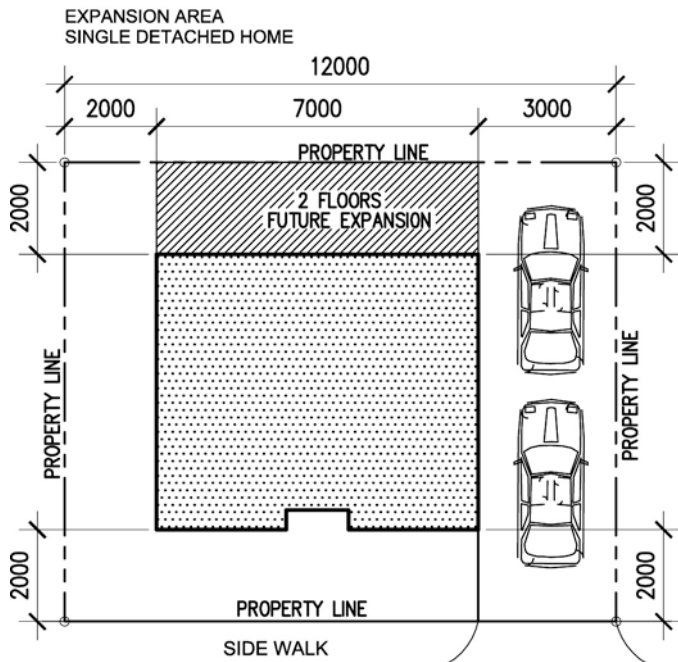
CARPORT DESIGN (CANOPY)



NOTE: NO STRUCTURE SHALL BE PLACED OUTSIDE THE BOUNDARY OR PROPERTY LINE

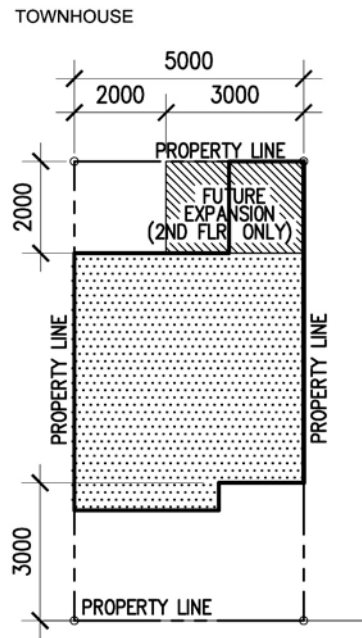
FIGURE III. 6B (DUPLEX HOME)

ANNEX C



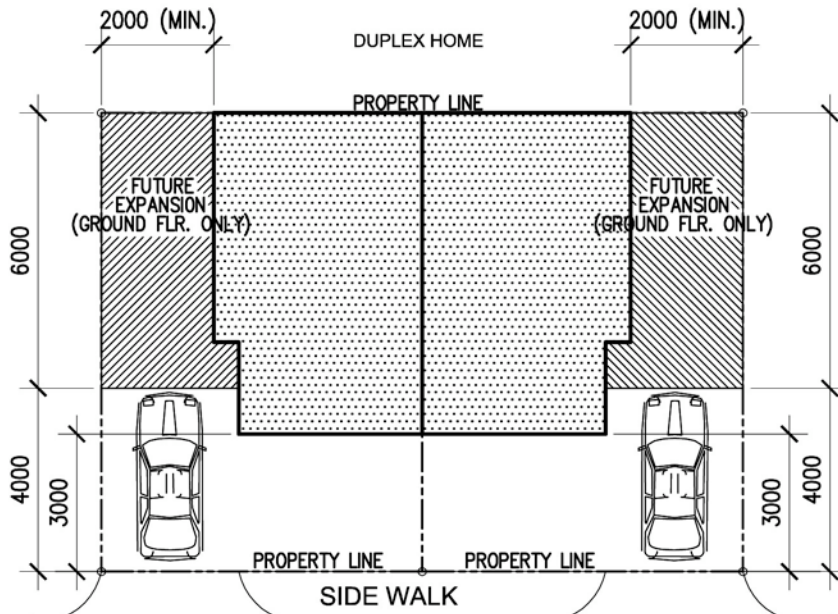
NOTE: TOTAL EXPANSION AREA SHALL NOT BE MORE THAN 60% OF THE LENGTH OF PROPERTY LINE

FIGURE III. 7A (SINGLE DETACHED HOME)



NOTE: TOTAL EXPANSION AREA SHALL NOT BE MORE THAN 60% OF THE LENGTH OF PROPERTY LINE

FIGURE III. 7C (TOWNHOUSE)

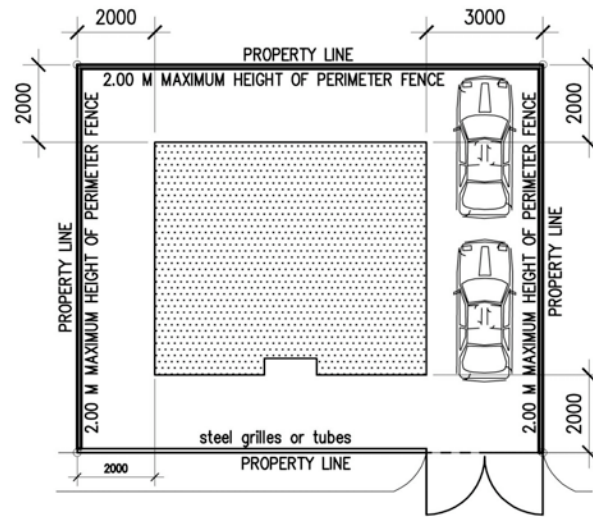


NOTE: TOTAL EXPANSION AREA SHALL NOT BE MORE THAN 60% OF THE LENGTH OF PROPERTY LINE

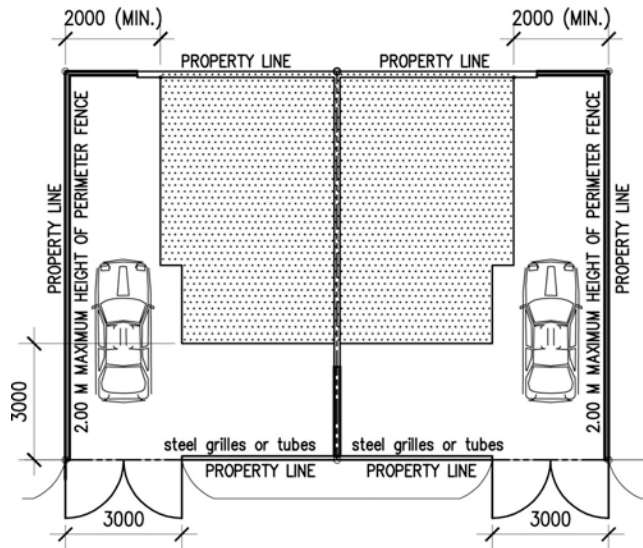
FIGURE III. 7B (DUPLEX HOME)

ANNEX D

SINGLE DETACHED HOME



DUPLEX HOME



TOWNHOUSE

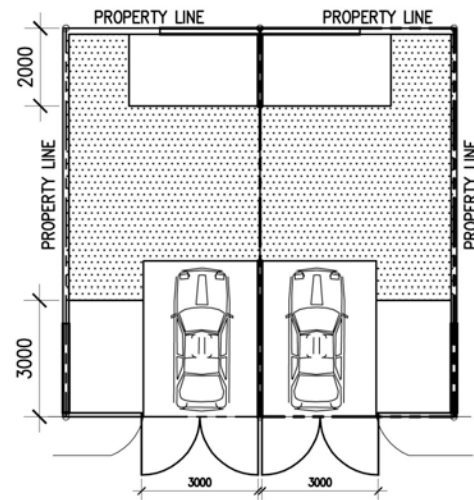


FIGURE III. 8 (FENCE PLAN)

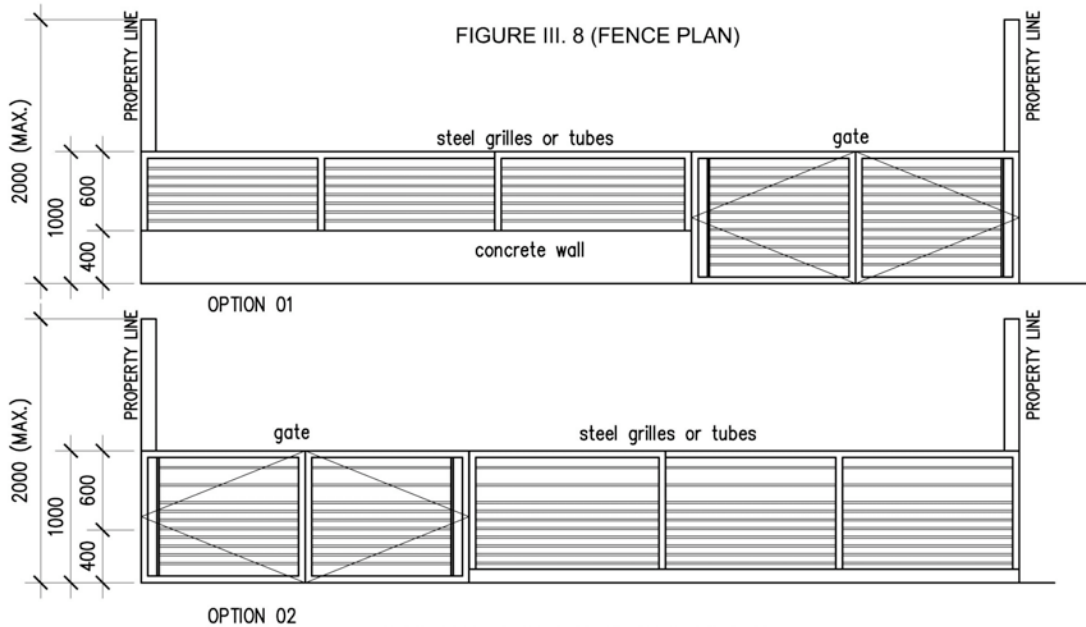
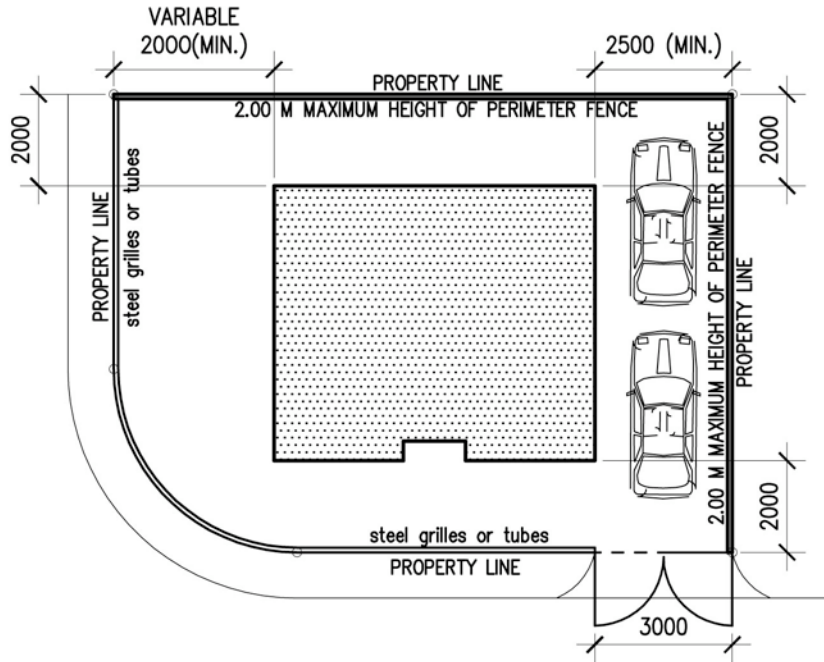
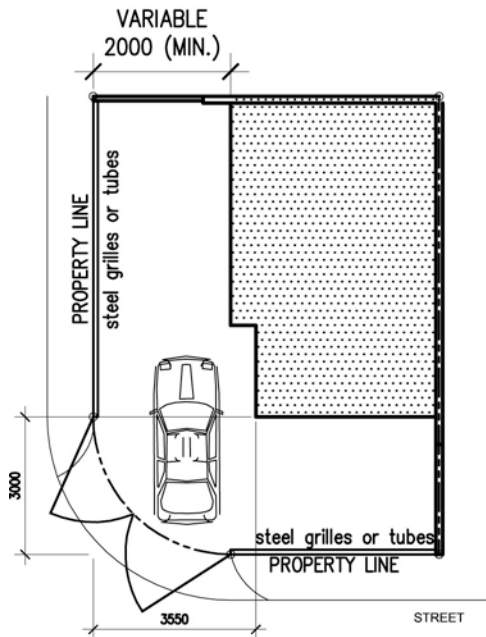


FIGURE III. 8 (FENCE DESIGN OPION)

SINGLE DETACHED HOME
CORNER LOT



DUPLEX HOME
CORNER LOT



TOWNHOUSE
CORNER LOT

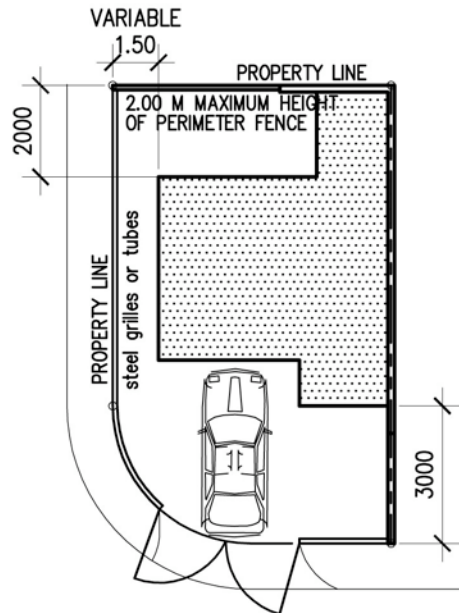


FIGURE III. 8 (FENCE PLAN)