

**DECLARATION OF COVENANTS  
AND RESTRICTIONS**

**FIELDSTONE SUBDIVISION, SECTIONS 2, 3, 4, 5, 6, 7 & 8  
TOWN OF GREECE  
MONROE COUNTY  
NEW YORK**

INTRODUCTION: FIELDSTONE CAPITAL, LLC, a limited liability company organized and existing under the laws of the State of New York with an office and principal place of business at 550 Latona Road, Bldg. A, Greece, New York, the owner of Fieldstone Subdivision, Section 2 ("Subdivision") shown on the map filed in the office of the Monroe County Clerk in Liber 315 of Maps, at Page 75.

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GENERAL PURPOSE: It is the express purpose of these covenants and restrictions to encourage development and maintenance of a fine, suburban residential development in order to promote and provide collective individual ownership benefits. The following covenants and restrictions have been established in order to create and maintain a park like setting for the residents of the Subdivision and to ensure that the property values are maintained.

1. **VEHICLES:** No motor vehicle not currently registered and licensed, no boat, trailer, camper or recreational vehicle, and no commercial or other vehicle incidental to the operation of a business may be stored or parked on any portion of the Subdivision in excess of twenty-four (24) hours, except in a closed garage.
2. **ANTENNAS:** No radio, television or similar towers or antennae shall be erected on any lot in the Subdivision or attached to any exterior wall of any building located in the Subdivision.
3. **ALTERNATIVE ENERGY SOURCES:** No solar roof panels, solar wall panels, windmills or other energy equipment will be permitted on any lot within the Subdivision or any structure thereon.
4. **OUTBUILDINGS:** Any outbuildings shall not exceed 150 square feet in floor area and shall be maximum one story in height, but with no lofts. The design, color, construction and finish shall conform with the main house. No buildings with metal exteriors shall be permitted. Any permitted building must be located in the rear yard only and landscaped to compliment the main house.

5. **FENCES:** No fences shall be erected (except during initial construction) any nearer to the front property line than the front wall of the house or garage. No fence of an industrial or commercial type such as galvanized or aluminum finish chain-link or wire mesh shall be used. All fences must be architecturally pleasing and compatible with the said dwelling and neighborhood.
6. **CHANGING OF COVENANTS:** These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 2113, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by an unanimous vote of all the then owners of the lots in the Subdivision, it is agreed to change the said covenants and restrictions in whole or in part.
7. **ENFORCEMENT:** If any owner of lots in this Subdivision shall violate or attempt to violate any of the covenants or restrictions herein contained, or as amended in accordance with the provisions hereof, it shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity (including any request for injunctive relief or damages) against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violations. Failure to enforce any of the foregoing covenants or restrictions shall not constitute a waiver thereof.
8. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.