

The HOA is Fox Hollow Property Owners Association. The annual assessment (January 1 through December 31) is \$500 per lot. The annual assessment is used to maintain the road year round including snow plowing, mowing the roadsides during the summer and maintenance including, but not limited to grading for appropriate water drainage and servicing as a gravel road as needed. Other uses of the annual assessment fees are for expenditures as voted by the property owners at the annual meeting.

The following 13 covenants apply to each lot within the Fox Hollow Subdivision.

1. The premises conveyed shall be used for single family homes or non-commercial agricultural and recreational uses only except in home offices and Bed and Breakfast businesses shall be allowed. The commercial breeding or boarding of horses shall be allowed on lots of 25 acres or larger provided no more than one horse per acre shall be allowed. No other commercial or industrial use of this property is allowed.
2. Only one home, dwelling, or residence shall be allowed per parcel.
3. Grantees agree to keep their lot in good sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of unregistered vehicles is prohibited.
4. Single wide and double wide mobile homes are not allowed on any parcel.
5. No camping trailers, tents or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed 60 days per calendar year. Such camping trailers or other recreational vehicles must have fully self-contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the 60 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.
6. No parcel shall be further subdivided.
7. Individual owners are responsible for obtaining the necessary state and local permits for buildings, walls and septic systems.
8. All driveway crossings and culvert sizes along Cogar Drive shall be approved by the Property Owners' Association. Driveway crossings and culvert sizes along Town and County Roads shall be approved by the appropriate Town or County Highway Department.
9. There shall be no change allowed to existing drainage patterns of ditches and culverts along association, town or county roads without approval from the Property Owners' Association or the Town or County Highway Department.
10. Grantor hereby reserves the right to grant an easement of sufficient width for the distribution of utilities.
11. No watercourse shall be blocked or diverted so as to cause material damage to any lot in the subdivision or to any neighboring property.

12. For as long as any portion of the property described in this Deed is subject to regulation under State or Federal Wetland laws, there shall be no construction, grading, filling, excavating, clearing or other regulated activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. This restriction shall bind the grantee's, their successors and assigns.

13. These protective covenants are to run with the land and shall be binding on New York Land & Lakes, Inc. and the grantees, their successors and assigns. The invalidation of any one of the protective covenants by Judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect. These protective covenants may be enforced by New York Land & Lakes, Inc. or the owner of any parcel within the Fox Hollow Subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.