



BYLAWS

Bylaws Purpose:

They provide a framework for our internal operation and management.
They cannot be altered without shareholder vote.

**BY-LAWS
OF THE FAR HILLS ASSOCIATION INC.**

ARTICLE I - DEFINITIONS

“Annual Membership Dues” shall mean the allocable portion of the total cost to maintain the Common Land and to administer the Association, as voted each year under the budget presented at the Annual Budget Meeting as defined in the By-Laws Article IV. Annual membership dues pay for without limitation, costs for water and maintenance of the water distribution system serving the Far Hills Subdivision, insurance, roadway and general maintenance, security, social activities, taxes, administration of the Association, and cost associated with the maintenance of Sunset Lake.

“Assessment(s)” means cost for capital improvements or repairs to the water distribution system and roadways, clubhouse, garage, beaches, boat launches and the like, as voted by the Association.

"Association" shall mean the Far Hills Association, Inc., a Massachusetts corporation formed for the purpose of providing and fostering the social and civic welfare of the residents and owners of the real estate including Sunset Lake and surrounding land comprising the Far Hills Subdivision (which may hereafter be referred to as the “development” or “subdivision”) in Ashburnham and Winchendon, shown on plans recorded in the **Worcester Northern Registry of Deeds** at Plan Book 122 Page 8, Plan Book 123 Page 19, Plan Book 126 Page 2, Plan Book 126 Page 3, Plan Book 126 Page 4, Plan Book 130 Page 15, Plan Book 131 Page 11, Plan Book 134 Page 4, Plan Book 134 Page 24, Plan Book 137 Page 14, Plan Book 137 Page 15, Plan Book 138 Page 3, Plan Book 138 Page 6, and Plan Book 189 Page 22 and recorded with the **Worcester Southern Registry of Deeds** at Plan Book 304, Plan 23 (hereafter “the Plans”).

"By-laws" shall mean and refer to the rules adopted by vote of the Assented Members of the Association for the regulation of the Association’s affairs as may be amended from time to time.

"Common Land" shall mean all water rights in Sunset Lake together with lands lying beneath Sunset Lake; all roads, easements and rights of way to which the Far Hills Association, Inc has right title or interest; all water distribution lines within the development owned by the Far Hills Association, Inc. and all property listed in Article V.8.d in the Covenants.

“Covenants and Restrictions” or “Declaration” shall mean the Declaration of Covenants and Restrictions for the Far Hills Subdivision clarifying certain perpetual rights, obligations and easements set forth in these By-laws, votes and resolutions of Far Hills Association, Inc.

“Director” shall mean a member of the Far Hills Association Board of Directors.

"Fees" shall mean the charges required for services to be performed or delivered as voted by the Board of Directors.

"Good Standing" shall mean that an Owner who is not in arrears for payment of Annual Membership Dues, Assessments and/or Fees and is in compliance with these By-laws, the Covenants, and Rules. An owner is not in good standing if he/she does not comply with the rulings of the Board of Directors.

"Lot" or "Lots" shall mean and refer to the lots within the subdivision as shown on the Plans.

"Member" shall mean the Owner, whether one or more persons or entities, holding fee simple to a Lot. A Member shall not include a mortgagee, unless the right of redemption has been foreclosed pursuant to a valid foreclosure and the lender in possession is a natural person or a nominee trust or estate planning trust, and shall not include the holder of a real estate tax title unless the right of redemption has been foreclosed pursuant to a valid order of the Land Court and the holder is a natural person or a nominee trust or estate planning trust. Membership in the Association shall terminate upon sale or transfer of property upon which membership is based.

"Owner" shall mean the grantee or grantees named on the most recent recorded deed of a Lot in Far Hills Subdivision. Each Owner is a shareholder in the Association.

"Rules and Regulations" shall mean rules adopted by the Board of Directors for the governing of the Membership.

"Shareholder" shall mean a member of the Far Hills Association, Inc. as defined in the Articles of Organization.

"Sunset Lake Development Corp." means the original developer of the Far Hills subdivision.

ARTICLE II – MEMBERSHIP

SECTION A. Entitlement to Membership

The Members shall be all Owners of property in the Far Hills Subdivision at Sunset Lake, such property having been acquired from Sunset Lake Development Corporation, its successors or assigns, by deed recorded with the appropriate Registry of Deeds, and property owners who have purchased property or become owners of property by other conveyances from any previous Association members of record.

For notice purposes, all Owners shall provide a current street mailing address and an electronic mail address, if any, to the Board of Directors, at least thirty days prior to the Annual Meeting.

SECTION B. Membership Status

Assented Member: shall mean an Owner in good standing as defined herein who has executed an “Assent to the Covenants and Restriction” (hereafter “Assent”) in the form attached hereto in **Appendix 1**. An Assented Member is afforded all voting rights under these By-laws and retains full use of the common areas of the Far Hills Subdivision

Non-Assented Member: shall mean an Owner in good standing as defined herein who has not executed an Assent. A Non-Assented Member is afforded only the rights defined in Section D, Item 2. Non-assented members do not have voting rights, but shall have full use of the common areas of the Far Hills Subdivision.

Defaulted Member: shall mean an Owner who is not in good standing as defined herein. A Defaulted Member has no right to vote under these By-laws, nor any right to use the common areas of the Far Hills Subdivision.

SECTION C. Termination of Membership

Membership in the Association shall terminate only upon sale or transfer of property by an owner. The successor’s membership status in the Association shall be determined according to Section B of these Bylaws.

SECTION D. Rights of Members:

1. An **Assented Member** shall be entitled to:
 - a. vote at any Association meeting or election;
 - b. examine the books and records of the Association;
 - c. access all membership lists for the purpose of determining who has paid all dues and assessments;
 - d. hold office as an officer of the Association or serve on any of the various committees that may be formed except as provided in these By-laws;
 - e. petition for an amendment or amendments to these By-laws, or for the removal of an officer, Director, or other committee member whom they feel is not fulfilling his/her duties, or for a change in any of the Rules and Regulations; or to
 - f. request a hearing before the Board of Directors to appeal the imposition of fines for By-law violations or to request a payment plan for repayment of Annual Membership Dues that are

in arrears, provided however that such request shall be made to the Secretary or Treasurer by regular mail or electronic mail and shall include the requestor's current and correct email and postal mail address and telephone number(s).

- g. Assented Members shall invest in the Board of Directors the responsibilities, terms of membership and the provisions for governing the Association, as the Certificate of Incorporation states, except as may be otherwise provided by law, or as may become law in the Commonwealth of Massachusetts.
- h. Assented Members, by the adoption of these Bylaws, shall empower the Board to draw up all Rules and Regulations for the governing of the Membership according to law, and to inform the members of these Rules and Regulations by mail, by electronic mail and/or other commonly used methods.
- i. On or after September 1, 2023, Assented Members who hold title to contiguous Lots in common ownership, i.e., the grantee on the current deed is the same for each Lot, shall enjoy only one payment of Annual Membership Dues, except as provided in these Bylaws under Article V, Section B. Voting rights are on a "one Annual Membership Dues" equals one vote basis.

2. A **Non-Assented Member** shall be entitled to:

- a. attend any Association meeting or election;
- b. examine the books and records of the Association;
- c. access all membership lists for the purpose of determining who has paid all dues and assessments.
- d. petition for an amendment or amendments to these By-laws, or for the removal of an officer, Director, or other committee member whom they feel is not fulfilling his/her duties, or for a change in any of the Rules and Regulations; or to
- e. request a hearing before the Board of Directors to appeal the imposition of fines for By-law violations, provided however that such request shall be made to the Secretary by regular mail or electronic mail and shall include the requestor's current and correct email and postal mail address and telephone number(s).
- f. On or after September 1, 2023, Non-Assented Members who hold title to contiguous Lots in common ownership, i.e., the grantee on the current deed is the same for each Lot, shall enjoy only one payment of Annual Membership Dues, except as provided in these Bylaws under Article V, Section B.

3. A **Defaulted Member** shall be entitled to:

- a. attend any Association meeting or election;
- b. examine the books and records of the Association;
- c. request a hearing before the Board of Directors to appeal the imposition of fines for By-law violations, provided however that such request shall be made to the Secretary by regular mail or electronic mail and shall include the requestor's current and correct email and postal mail address and telephone number(s).

SECTION E. Limitations of Membership

Any Owner who is in arrears of payment of Annual Membership Dues, Assessments and/or Fees shall be limited to the rights and privileges outlined in Section D.3 above until such time as all such payments are brought current or a payment plan has been established and is current. Such Owner shall have all rights restored within seven days of full payment of all Annual Membership Dues, Assessments and/or Fees or a payment plan has been established and is current. Nothing in this section shall be construed to deny those property rights of an Assented Member or Non-Assented Member which are guaranteed by law.

BY-LAWS ARTICLE III – GOVERNANCE OF THE ASSOCIATION

1. Only Assented Members may serve as officers of the Association.
2. The officers of the Association shall be the President of the Association, a Secretary and a Treasurer. The officers of the Association shall be governed by the Board of Directors, whose Chairman shall be the President of the Association.
3. The term of each Director shall be for a period of three years from the annual meeting of members at which such Director is elected. Such terms shall be on a staggered basis so that in each year, up to three Directors' terms will expire. A Director whose term has expired shall continue in office until a successor is elected or appointed as hereinafter provided.
4. The Secretary and Treasurer shall each be elected for a term of one year.
5. Immediately after the annual meeting, or as soon thereafter as practicable, the Board of Directors shall meet for the purpose of electing from among their members a chairman for a term of one year. The Chairman of the Board of Directors shall also be known as the President of the Association.

6. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by vote of the Board of Directors.

7. At any Directors meeting duly called, with a written notice given as provided for in these By-Laws or M.G.L. c. 156B, any director or officer may by the affirmative vote of a majority vote of the directors be removed from office, with cause. Each Director shall be given notice of the meeting and will be given an opportunity to be heard at the meeting before a vote of the directors is taken.

8. At any special meeting called by the Assented Members as provided for in these By-Laws, any Director or officer may by the affirmative majority vote of all Assented Members be removed from office, either with or without cause, and his/her successor or their successors may be elected at such meeting, or the remaining Directors may, to the extent vacancies so created are not filled at such meeting, appoint any Assented Member in good standing to fill the unexpired term of such officers.

SECTION A. Board of Directors

1. Only Assented Members in good standing may serve on the Board of Directors. The Board of Directors of the Association shall consist of not less than five nor more than nine Assented Members, all of whom shall be at the age of legal majority and at least one of whom shall be a resident of the Commonwealth of Massachusetts.

2. A majority of the Board of Directors shall constitute a quorum for the transaction of business, but if at any meeting of the Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting, without further notice, from time to time until a quorum shall have been obtained. If a quorum of the Board of Directors cannot be obtained by reason of the continued absence, removal, illness, or other inability of one or more of the members of the Board, a majority of the remaining directors may appoint one or more eligible members to fill such vacancy or vacancies, and a certificate of such appointment, signed by at least a majority of the remaining directors, filed in the Office of the Commissioner of Corporations for the Commonwealth of Massachusetts, shall constitute such person or persons a director or directors until the next annual meeting of the Association.

3. In case one or more vacancies shall occur in the Board of Directors by reason of death, resignation or otherwise, except insofar as otherwise provided in the case of a vacancy or vacancies occurring by reason of removal by the members or for cause, the remaining directors, may by a majority vote, elect a successor or successors to serve until the next annual meeting.

4. Meetings of the Board of Directors shall be held at such place within or outside of the Commonwealth of Massachusetts as may from time to time be fixed by resolution of the Board of Directors, or as may be specified in the notice of the meeting. Regular meetings of the Board of Directors shall be held at such times as may from time to time be fixed by resolution of the Board

of Directors, and special meetings may be held at any time upon the call of the President or any Director by written notice duly served on, or sent by email or postal mail to each director no less than two days before such meeting. A meeting of the Board of Directors may be held without notice immediately after the annual meeting of Assented Members at the same place at which such meeting is held. Notice need not be given of regular meetings of the Board of Directors held at times fixed by resolution of the Board of Directors. Meetings may be held at any time without notice if all the directors are present, or if at any time before or after the meeting, those directors not in attendance waive notice of meeting in writing.

5. The Board of Directors may, in its discretion, by the affirmative vote of a majority of the whole Board of Directors, appoint committees which shall have and may exercise such powers as shall be conferred or authorized by the resolutions appointing them. A majority of any such committee, if the committee is composed of more than two members, may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have power at any time to fill vacancies in, to change the membership of, or to discharge any such committee. Only Assented Members in good standing may serve on committees.

6. The Board of Directors are empowered to conduct the business of the Association, manage the funds and property of the Association, enforce the rules and regulations, collect Annual Membership Dues, Assessments, and/or Fees and expend funds of the Association, in accordance with the purposes of the Association as outlined in the Articles of Organization.

7. The Board may execute all forms, such as proxies, poll-by-mail forms, construction permits, and other permits, and/or contracts for the purpose of performing the business of the Association, in accordance with the law.

8. The Board may seek and pay for any professional advice, such as an attorney at law, engineer, or others for the purpose of assurance that the actions of the Board are in the best interest of the Association for the care and management of their property. The Board of Directors shall arrange for an annual audit of the Treasurer's books by a qualified individual or committee, as determined by the Board.

9. The Board may expend in funds those necessary for equipment, materials, and other necessary items to care and maintain the business of the Association, and the real and personal property of the Association. The funds spent being accountable to all Owners are to be listed in the Treasurer's report at the annual meeting.

10. The Board shall be required to carry all necessary insurance, bonds, or other assurances, as is required to maintain the business of the Association and its properties. These assurances are in no way to be construed to mean the private insurance and/or assurances of the individual members.

11. The Board shall record all necessary endorsed Certificates for the continuance of the Association and any other certificates as required by law, in accordance with the laws of the Commonwealth of Massachusetts.

12. A budget for the fiscal year to begin May 1 each year, or such fiscal year as may be determined by the Board of Directors, shall be submitted for approval to the Assented Members by the Board of Directors at an Annual Budget Meeting to take place on the second Saturday of March each year or at such other reasonable place and time as may be designated by the Board of Directors, with notification to all members. No other funds may be expended without authorization from the Assented Members. If no quorum is present at the budget meeting, then the annual budget remains the same as the prior year's budget.

SECTION B. President

1. The President of the Association shall be elected by the Board of Directors from current members of the Board of Directors. The President shall be elected annually by the Board after the annual election and shall preside over all membership meetings and board meetings during the year. The Board of Directors shall, in the President's absence, appoint one of the members of the Board of Directors as acting President.

2. At the appropriate time prior to the annual meeting, the President shall appoint a nominating committee who shall report to him/her at least four (4) weeks prior to the annual meeting.

SECTION C. Secretary

1. The Secretary shall be a resident of the Commonwealth of Massachusetts and shall faithfully keep all records, minutes of all votes of the Board of Directors, and a record of all votes of the annual election in electronic format accessible to Board of Directors via SharePoint or such other electronic or internet storage platform. The Secretary shall attend all meetings of the Board of Directors and in the Secretary's absence, the Board shall appoint an eligible Assented Member (who may be a Director) to temporarily perform the duties of Secretary. Minutes will be made available to all Owners in accordance with the Board of Directors' policy.

2. If the office of Secretary shall be vacant by reason of removal from office, death or other disability, the Board of Directors shall fill such vacancy by appointing a successor Secretary until such time as a new Secretary may be elected through a simple majority vote of Members. Secretary may be a Director.

SECTION D. Treasurer

1. The Treasurer shall be the custodian of all funds of the Association and shall be required to give bond for faithful performance of his/her duty, such bond to be paid for from Association funds.

2. If the office of Treasurer shall be vacant by reason of removal from office, death or other disability, the Board of Directors shall fill such vacancy by appointing a successor Treasurer until such time as a new Treasurer may be elected through a simple majority vote of Members. Treasurer may be a Director.

ARTICLE IV – MEETINGS

SECTION A. Annual Budget Meeting and Annual Assented Member Meetings

1. The Annual Budget Meeting shall be held during the month of March each year, at a time and place to be designated by the Board of Directors for the purpose of presenting and approving a budget.

2. The annual meeting of the Association shall be held during the month of August of each year, at a time and place to be designated by the Board of Directors for the purpose of electing officers and for the transaction of such other business as may properly be brought before the meeting.

3. At the annual meeting, the Directors shall present, or designate one of the officers or Directors to present, a report to the meeting that is verified by the President and Treasurer or by a majority of the Directors, as a true and correct record of the Association, in accordance with the requirements of the laws of the Commonwealth of Massachusetts.

SECTION B. Assented Members may Petition for Special Meetings

1. A Special Meeting may be called within forty-five (45) days of the receipt of a bona-fide petition from 10% of the Assented Members in good standing.

2. Special meetings shall be held at such time and place as may be designated in the notice of such meeting upon call of the Board of Directors, or any Director, or the Secretary.

SECTION C. Notice

1. Notice of purpose or purposes and of the time and place of every meeting shall be in writing and signed by the name of President or Director or Secretary or Treasurer and a copy thereof shall be mailed or emailed not less than ten (10) days prior to the meeting upon each Owner. Such further notice shall be given as may be required by law. Meetings held monthly require 48-hour notice of purpose or purposes.

2. For all Notices under these By-Laws, the Association shall deliver any notice required to be given by the Association to any mailing or electronic mail address an Owner designates. If an Owner does not designate an email address, the Board of Directors or Officers shall deliver notices by either hand delivery at the Lot address, by United States mail postage paid, or by commercially reasonable delivery service to the mailing address of each Owner.

SECTION D. Quorum

1. Except as otherwise provided by law or by the Articles of Incorporation, sixty Assented Members present or represented by an attorney in fact at any assented members meeting shall constitute a quorum. For the purpose of a quorum, written or emailed or internet-based proxies from Assented Members and the Assented Members present shall be counted. If there be no such quorum, a majority of the votes so present or represented may adjourn the meeting from time to time without further notice.

2. If an annual meeting be adjourned for lack of a quorum, the Directors then in office shall continue in office until replaced.

SECTION E. Presiding Officer

Meeting of the Association shall be presided over by the President, or in the President's absence by any Director, or in their absence by a Chairman chosen at such meeting. The Secretary of the Association shall act as Secretary of every meeting, except in the Secretary's absence the Chairman shall appoint a member to act as Secretary at such meeting.

SECTION F. Elections and Balloting

1. At all elections of Directors or officers, two (2) inspectors of election shall be appointed by Chairman of the meeting. Said inspectors shall be Assented Members in good standing. The inspectors of elections shall faithfully execute the duties of inspectors at such meetings with strict impartiality, and shall take charge of the polls and after the vote shall have been taken shall make a certificate of the result thereof, but no Director or officer or candidate for such office shall be appointed as such inspector.

2. An Assented Member shall not be entitled to vote unless all Annual Membership Dues, Assessments and/or Fees and interest thereon then due to the Association shall have been paid in full or the Assented Member is current with a payment plan that is established with the Treasurer at least seven days prior to the meeting at which such vote will be taken. Prior to balloting, the Secretary shall furnish the President with a list of eligible voters and only eligible Assented Members shall be allowed to vote in person or by proxy.

3. At the appropriate time prior to the annual meeting, the President shall appoint a nominating committee which shall report to him/her at least four weeks prior to the annual meeting.

- a. The nominating committee shall consist of three Assented Members in good standing, at least two of whom are not presently serving as Director on the Board. The three appointed members shall elect, from amongst themselves, a Chairman of the nominating committee.
- b. Any eligible member seeking nomination by the nominating committee for an elected position must submit nomination papers to the committee at least six weeks prior to the annual meeting. The nominating committee will submit its slate of eligible member seeking elective office to the President at least four weeks prior to the annual meeting.
- c. A report of the nominating committee shall be sent to all Assented Members along with the notice of the annual meeting at least two weeks prior to the date of this meeting. Nominations may be offered from the floor at this meeting.

SECTION G. Proxies and Power of Attorney

1. Any Assented Member who is unable to attend the annual election meeting may vote by a proxy executed in writing by the Assented Member entitled to vote, or by said Assented Member's duly authorized attorney in fact. Said proxy, together with a copy of a notarized Power of Attorney may be tendered by electronic mail in "locked", i.e., inalterable, portable document format to the Secretary and/or Treasurer or by a computer application allowing a secure digital signature, such as DocuSign.

2. No proxy shall be valid after the expiration of eleven months from the date of its execution unless the Assented Member executing the proxy shall have specified with the date of its duration.

3. Every proxy shall be revocable at the pleasure of the person executing the proxy or the Assented Member's authorized attorney in fact. A duly executed proxy will be considered revoked if the Assented Member who submitted said proxy attends the annual election meeting and registers to vote at said meeting.

4. Proxy form shall accompany the notice of annual meeting, as well as a slate of the eligible Assented Members, nominated by the nominating committee who have agreed to seek the elective office of the Association.

5. In order to maintain confidentiality, all proxy forms returned to the Association in the appropriately marked proxy form envelope, will be held by the Secretary and/or Treasurer, in their sealed state, until one hour prior to the annual meeting. At such time they will be opened in the presence of the Secretary, the Treasurer, and a member of the nominating committee. All proxies

must be received by the Association at least (1) one day prior to the annual meeting. Any proxies received after that date cannot be counted.

6. Upon the presentation of the Power of Attorney, by a representative of an Assented Member, that representative shall be furnished with the necessary proxy form, or poll-by email or postal mail so that the attorney-in-fact may fill out the form in the name of the active Assented Members.

7. After filling out the form necessary, the Assented Member's duly authorized representative shall surrender the form to the Secretary of the Association, so as to complete the records of votes.

SECTION H. Remote Participation and Voting

1. Remote participation may be permitted but not required under these By-laws.

2. The Directors may by policy choose the means of remote meetings, i.e., using Google, Zoom, Teams, WebEx or other videoconferencing platforms and may, by written policy adopted by a majority vote of the Officers, choose whether or not to record such meetings and to archive such recordings. A Director shall serve as the meeting host, and officers or Directors who participate remotely may vote and shall not be deemed absent.

3. Assented Members shall be permitted to participate remotely in a meeting. Assented Members and Directors and officers who participate remotely and all persons present shall be clearly audible to each other.

4. When video technology is in use, the remote participant shall be clearly visible to all persons present if possible.

5. The President or, in the President's absence, the person chairing the meeting, may decide how to address technical difficulties that arise as a result of utilizing remote participation and may suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly by all persons present.

6. At the start of the meeting, the President or Secretary shall announce the name of any member who will be participating remotely, and this information shall also be recorded in the meeting minutes.

7. All votes taken during any meeting in which a member participates remotely shall be by roll call vote if the votes are not unanimous.

8. When feasible, the chair or, in the chair's absence, the person chairing the meeting, shall distribute to remote participants, in advance of the meeting, copies of any documents or exhibits that he or she reasonably anticipates will be used during the meeting.

ARTICLE V - FISCAL YEAR AND ASSESSMENTS

SECTION A. Fiscal Year

The fiscal year of the Association shall begin on the first day of May in each year and shall end on the thirtieth day of April next following, unless otherwise determined by the Board of Directors.

SECTION B. Annual Membership Dues, Assessments and/or Fees

1. Upon payment of Annual Membership Dues, each Assented and Non-Assented Member shall receive from the Secretary a membership status card and vehicle tag covering the year for which Annual Membership Dues have been paid.

2. Lots that are acquired on or after September 1, 2023, where Owners own multiple Lots that are not contiguous, Annual Membership Dues will be charged on a per Lot basis.

3. Written notice of Annual Membership Dues, Assessments and/or Fees payable for any year shall be sent to Owners at least thirty days before the due date as may be fixed by the Board of Directors but failure to send such notice shall not impair the validity of such notice or any remedy of Association for the collection thereof.

4. If any Annual Membership Dues, Assessment and/or Fees shall not have been paid on the date when due, then an Owner's account shall be considered delinquent and shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum or other such rate as set by the Directors, until the sum due is paid in full. The Association may bring any appropriate action or proceeding for the collection of Annual Membership Dues, Assessment and/or Fees and interest against the Owner personally obligated to pay the same and seek to impose the lien against the property. In either event the Association shall be entitled to recover all its costs of collection including a reasonable attorney's fees commencing on the date when the Annual Membership Dues are first due and payable.

5. Any Owner who through the refusal to pay their Annual Membership Dues, Assessment and/or Fees and who have thereby forfeited their Member rights defined in Article II, Section B above, shall from time to time be assessed a fee for the maintenance of the right of way to their property, and other assessments necessary for the care and protection of their property and the adjoining Common Land. Maintenance fees may include, but are not limited to, the cost to remove tree limbs or other debris originating from the Owner's property that obstruct the right of way or adjoining Common Land, the use of heavy equipment on the Owner's property that damages adjoining Common Land and the removal of material from the Owner's property that is deemed hazardous.

6. Payment of Annual Membership Dues and any arrearages shall be due and payable upon the date of sale or transfer of ownership.

7. Every Lot shall be entitled to be connected to the common water distribution system servicing the subdivision in accordance with this Article. Annual charges for water and maintenance costs for the water distribution system are collected as part of the Annual Membership Dues whether or not a member elects to connect to the water distribution system. The Association reserves the right to terminate water service or subject Member to legal actions including enforcements, collections and liens. for unpaid Annual Membership Dues, Assessments and/or Fees and any interest thereon.

8. Water service is a privilege of membership in the Association. The Association is prohibited from selling water by state law. The Far Hills Association, Inc. has, since its approval in 1969, extended the water distribution system to service the various sections of the development.

9. Each Owner shall be assessed a capital assessment in the dollar amount equal to the then applicable Annual Membership Dues per Lot or contiguous Lots. If a Lot is sold or transferred on or after September 1, 2023, the assessment shall be due and payable upon the date of sale or transfer of said lot. If a lot owner already assessed should start construction of a dwelling on another lot owned by him/her, the difference between the original assessment and the full assessment for a lot with house shall become due and payable at the time of application for building permit from the Association. No lot will receive water until payment of its capital assessment, and payment of the actual cost to Far Hills Association, Inc. for connection to the water distribution system.

10. If a lot is already connected to the water distribution system, then on the date of sale or transfer of ownership to a new Owner, the purchaser shall make a one-time payment to the Association in the sum of then applicable Annual Membership Dues, to be added to the fund for capital improvements.

SECTION C. Enforcement of Unpaid Annual Membership Dues, Assessment and/or Fees

1. Owners in arrears of Annual Membership Dues, Assessment and/or Fees payments under these By-laws, shall be subject to a suit in any court of competent jurisdiction upon the decision of the Board, according to the laws of the Commonwealth of Massachusetts.

2. The Board of Directors may by majority vote enter into a payment agreement with an Assented Owner upon said Assented Owner's written request upon such terms and conditions as the Directors may determine are in the best interest of the Association.

3. Any Owner who remains in arrears for their Annual Membership Dues, Assessment and/or Fees for more than 60 days, or who breaches the terms of a payment agreement shall be subject to legal actions including enforcements, collections, and liens and may be subject to termination of water service.

4. Owners may be subject to Fines as defined under the rules enforcement schedule as voted by the Board of Directors

SECTION D. Certificates of Paid Annual Membership Dues, Assessments and Fees

The Board of Directors may, from time to time, prescribe the form and contents of any certificates of payment of Annual Membership Dues, Assessments and Fees which the Association may decide to issue.

SECTION E. Indemnification

Neither the Board of Directors nor any person exercising the power of the Board of Directors nor the Association or their heirs or assigns, shall be liable to the members for any mistake of judgement or any acts of omission made in good faith or fair dealings. The members shall indemnify and hold harmless each of the persons described above against all contractual liability arising out of contracts, work orders or the like made by them on behalf of the members or the Association or their heirs or assigns unless the contract is made in bad faith or contrary to the prohibitions of the declaration.

ARTICLE VI – RULES AND REGULATIONS

SECTION A. Authority

The Assented Members, by the adoption of these By-Laws, shall require the Board of Directors to draw up all Rules and Regulations for the governing of the membership according to law and to inform the members of these Rules and Regulations by mail, electronic mail, and/or other commonly used methods or by posting Rules and Regulations on the Association's internet website.

All Rules and Regulations shall conform to the laws of the Commonwealth of Massachusetts, insofar as they meet the requirements of the Commonwealth Law, if not the Rules and Regulations shall conform to the laws of the applicable surrounding town.

SECTION B. Enforcement

Enforcement of Rules and Regulations shall be carried out by the Board of Directors or such agent as they may designate.

The Board of Directors shall take such action as they deem necessary to enforce rules, including the denial of privileges to offending Assented Members or Non-Assented Members or Defaulted Members

ARTICLE VII - AMENDMENT OF BY-LAWS

The By-Laws of the Association may be amended, added to, rescinded, or repealed by a two-thirds vote of those in attendance at a duly constituted meeting of the Association, provided notice of the proposed change is given in the notice of the meeting.

ARTICLE VIII - CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the Association and the year of its incorporation, and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine. The corporate seal may be used by printing, engraving, lithographing, stamping, or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped, or otherwise made, including by digital means, placed or affixed upon any paper or document, by any process whatsoever, an impression facsimile, or other reproduction of said corporate seal.

BY-LAW AMENDMENTS

1. At their meeting on June 3, 1976, the Board of Directors has recommended the above Bylaws for adoption by the membership. Adopted by membership August 1976.
- Amendments to August 1983.
- Amendments to August 1992.
- Amendments to August 1994.
- August 1996: Associate and Successor Members must have signed an assent form to retain full membership with voting rights by September 1, 1997 to be a “Member in good standing.”
2. At their meetings on February 28, & March 21, 1999, the Board of Directors has recommended the above Corporation Amendments of By-Laws for adoption by Assented Members.
3. Amendments adopted to April 18 1999.
4. Formatting changes in August 2019.
5. Membership vote at Annual Meeting, August 2020 passed the following changes: Membership Status title changes in Article 1, Section A, and adjusted throughout. No changes to definitions, which continue to align to language in Covenants & Restrictions; “Assented Member” instead of “Shareholder”; “Non-Assented Member” instead of “Member”; Defaulted Member term as not changed; FHA information source changed from a bulletin board posting to mail, e-mail, or other commonly used methods; Language clarifications on number of Directors, terms they serve, and status requirement; More flexibility provided for Annual Budget meeting in March; Defined that minutes are to be made available to Assented Members in good standing; Clarifying language to define that the Treasurer may be a director;

Language that the nominating committee must be only comprised of Assented Members in good standing; Members on repayment plans privileges more clearly defined

6. Membership vote at Annual Meeting, August 2023 passed the following changes: Definitions have been added to the By-laws. The fact that parts of the association are in Winchendon has been addressed. Owner and Member have been specifically defined to make sure it's clear that and Owner is somebody that is names on the deed. "Honorary Members" have been eliminated. The "Rights of Members" section has been reorganized and updated for clarity. A "multiple lots – multiple dues" concept has been included. The "capital assessment" to be paid by a new Owner has been increased from \$500 to the amount equal to a yearly membership due. A section that clarifies rules for Remote Participation and Voting has been included.
7. Membership vote at Annual Meeting, August 9, 2025 passed the following changes:
 - a. II.B: Non-Assented Member status
Emphasize that Non-Assented Members – members in good standing who have not yet executed an Assent – do not have voting rights, but that they enjoy full use of FHA Common Lands.
 - b. II.D.2.c: Non-Assented Member clarification
Minor clarification to remove a redundant "to" within the paragraph.
 - c. II.D.3.c: Defaulted Member clarification
Minor clarification to remove an incorrect "the" within the paragraph.
 - d. III.A.8: Annual audit of Treasurer's books*
The required annual audit may now be performed by a qualified individual or group, rather than only by a "non-member accountant". This change was enacted to reduce the significant cost of an external audit every year.
 - e. III.B.1: Appointment of an Acting President.
Helps clarify the process to appoint an acting President.
 - f. III.C.2: Election of new Secretary.
Helps clarify the process to elect a new Secretary.
 - g. III.D.2: Election of new Treasurer.
Helps clarify the process to elect a new Treasurer.
 - h. IV.B.1: Hyphenation of "forty-five".
 - i. IV.F.2: Unpaid Assented Member may not vote
Clarify that an Assented Member may not vote unless all dues, assessments, and fees are paid or the Assented Member is paying via a payment plan.
 - j. IV.H.7: Roll call voting
Clarify that Remote Member voting must be via roll call unless unanimous.
 - k. V.B.5: Fees to Member who refuses to pay dues, fees, etc.
Clarification and potential scenarios resulting in fees to unpaid Member.
 - l. V.B.7: Additional collection methods
In addition to water shutoff, specifies potential collection methods for unpaid dues, assessments, fees, and interest.
 - m. V.C.3: Legal actions
Specifies legal actions including enforcements, collections, and liens.
 - n. V.E: Indemnification

New section detailing Indemnification (ie: hold blameless) for directors and for FHA when directors perform their duties in good faith. This offers additional protection for existing and future directors.

Appendix 1

ASSENT TO DECLARATION OF COVENANTS FOR FAR HILLS SUBDIVISION (Worcester North for Ashburnham)

The undersigned, owner(s) of _____
(the "Property"), being Lot(s) _____ in the Far Hills Subdivision and shown on
a plan recorded in the Worcester North District Registry of Deeds (the "Registry") in
Plan Book _____, Plan _____ (the "Plan"), hereby assent(s) and agree(s) that the Property
shall be subject to and have the benefit of the rules and provisions of the Declaration of Covenants
for Far Hills Subdivision, established by Far Hills Association, Inc. by indenture dated July 8, 1994,
and recorded in the Registry in Book 2717, Page 25, as amended from time to time (the "Covenant").

Title to the Property is derived from a deed of _____ to
the undersigned dated _____ and recorded in the Registry in Book
_____, Page _____.

The undersigned and its/his/hers/their successors and/or assigns hereby agree(s) that the Covenant
shall run with the Property.

Executed as an instrument under seal this _____ day of _____, 20____.

Printed Name(s):

Signature(s):

**ASSENT TO DECLARATION OF COVENANTS FOR FAR HILLS SUBDIVISION
(Worcester South for Winchendon)**

The undersigned, owner(s) of _____
(the "Property"), being Lot(s) _____ in the Far Hills Subdivision and shown on
a plan recorded in the Worcester District Registry of Deeds (the "Registry") in
Plan Book _____, Plan _____ (the "Plan"), hereby assent(s) and agree(s) that the Property
shall be subject to and have the benefit of the rules and provisions of the Declaration of Covenants
for Far Hills Subdivision, established by Far Hills Association, Inc. by indenture dated July 8, 1994,
and recorded in the Registry in Book 17113, Page 197, as amended from time to time (the
"Covenant").

Title to the Property is derived from a deed of _____ to
the undersigned dated _____ and recorded in the Registry in Book
_____, Page _____.

The undersigned and its/his/hers/their successors and/or assigns hereby agree(s) that the Covenant
shall run with the Property.

Executed as an instrument under seal this _____ day of _____, 20_____.

Printed Name:

Signature: