



COVENANTS & RESTRICTIONS

Covenants & Restrictions Purpose:

Details parcels of Far Hills Association land, real estate, requirements and limitations.

August 2023

Photo provided by FHA Member, Wendy Gendron

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE FAR HILLS SUBDIVISION**

ARTICLE I - PURPOSE

The purpose of this Declaration of Covenants and Restrictions (“Covenants and Restrictions” or “Declaration”) for the Far Hills Subdivision (which may hereafter be referred to as the “development” or “subdivision”) is to clarify certain duties of the Far Hills Association, Inc. and the rights and obligations of the owners of the Lots within the development.

ARTICLE II - AUTHORITY

The Far Hills Association, Inc. is situated in Ashburnham and Winchendon, by virtue of certain deeds recorded with the Worcester Northern and Worcester Southern Districts Registry of Deeds as follows:

1. Deed dated December 29,1967 (Parcels 1 through 18) recorded at Worcester Northern District Registry of Deeds at Book 1016, Page 582;
2. Deed dated November 11,1975 (Parcel 19) recorded at Worcester Northern District Registry of Deeds at Book 1156, Page 670;
3. Deed dated November 11,1975 (Parcel 20) recorded at Worcester Northern District Registry of Deeds at Book 1156, Page 467;
4. Deed dated June 8,1983 (Parcel 21) recorded at Worcester Northern District Registry of Deeds at Book 1317, Page 251;
5. Deed dated December 28, 1976 (Parcel 22) recorded at Worcester Northern District Registry of Deeds at Book 1172, Page 239;
6. Deed dated May 11, 1982 (Lot 351 on plan in Plan Book 126, Plan 4) recorded at Worcester Northern District Registry of Deeds at Book 1285, Page 409;
7. Deed dated March 21, 1985 (Lot 356 on plan in Plan Book 126, Plan 4) recorded at Worcester Northern District Registry of Deeds at Book 1389, Page 582;
8. Deed dated December 13, 2001 (Lot 350 on plan in Plan Book 126, Plan 4) recorded at Worcester Northern District Registry of Deeds at Book 4019, Page 261;
9. Deed dated December 27, 1967 (land shown on plan in Plan Book 304, Plan 23) recorded at Worcester Southern Registry of Deeds at Book 4820, Page 415; and
10. Deed dated May 27, 1983 (Lots 823, 826, 835 and part of Lot 818) recorded at Worcester Southern Registry of Deeds at Book 7783, Page 18

Covenants and restrictions for the Far Hills Subdivision have been recorded with the Worcester Northern District Registry of Deeds and at Book 929, Page 192 and amended by instruments recorded with said Deeds at Book 1031, Page 393; Book 2291, Page 297 and Book 2717, Page 25 and with the Worcester Southern Registry of Deeds at Book 5262, Page 164 and Book 17113, Page 197.

ARTICLE III – DEFINITIONS

The following words when used in this Declaration or any supplement Declaration shall have the following meanings:

“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 costs 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.

“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 the By-laws, votes and resolutions of Far Hills Association, Inc.

“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 IV – DUTIES OF THE ASSOCIATION

Subject to and in accordance with this Declaration the duties of the Association shall include the following:

1. To own, maintain, and manage Sunset Lake and the Common Land for the benefit of the Owners.
2. To own, maintain, repair, replace or improve the water distribution system in such a manner to ensure continuous water service to the Lots.

3. To own, maintain, repair, and rebuild the subdivision drains and roadways, to ensure safe and continuous access to the Lots.
4. To establish and enforce Rules and Regulations of the Association to promote the health, safety, and welfare of all Owners of Lots in Far Hills Subdivision and to preserve and enhance the values and maintain a harmonious relationship among Owners and the Association.
5. To enforce the terms and conditions contained in this Declaration.
6. To assess each Owner for their proportionate share of the expenses in accordance with the provisions of this Declaration and the By-laws of the Association.
7. To represent the Owners' interests and collective problems to the Town of Ashburnham and Town of Winchendon and to other governments and agencies.

ARTICLE V - RIGHTS AND OBLIGATIONS OF OWNERS

Subject to and in accordance with this Declaration and the Association's By-laws, the rights and obligations of the Owners shall include the following:

1. All Owners shall be required to comply with this Declaration, and with the By-Laws and Rules and Regulations of the Association.
2. All Owners shall retain all rights invested in them by law or by the By-Laws.
3. Membership in the Association shall terminate upon the sale or transfer of property upon which membership is based.
4. All Owners shall ensure that the mailing address, email address, and contact information used by the Association is current.
5. Subject to the provisions of the By-Laws every Owner shall have a right and easements of enjoyment, for such access, egress, and service in and to the Common Land, including the walkways and roadways, as shown on the Plan. The use of the Common Land is restricted to pedestrian recreation or passage except where use of cars is permitted. In the event any Common Land (including any improvements located thereon) is damaged or destroyed by any Owner or their guests, tenants, licensees, invitees, pets, agents, or members of his family, such Owner shall be liable to the Association for the repair of said damage. Each Owner agrees to indemnify and save harmless the Association of and from any loss, damage, or injury occurring to the person or

property of the Owner or any of his guests, tenants, licensees, invitees, pets, agents, or members of his family while in, on, or around the Common Land.

6. The Association shall be responsible for the exclusive management and control of the Common Land and for making and maintaining all improvements thereon.
7. The Association shall maintain a public liability policy, the costs of such a policy to be included in the Annual Membership Dues.
8. The Owners, as shareholders of the Far Hills Association, Inc., share the costs of maintaining the property listed below:
 - a. All water rights in Sunset Lake together with lands lying beneath Sunset Lake; and
 - b. All roads, easements and right of way to which the Sunset Lake Development Corp. had right title or interest; and
 - c. All water distribution lines through the development; and
 - d. All Parcels described as Common Lands of the Far Hills Association, Inc. listed below:

COMMON LANDS

Parcel №	FHA Lot №	Area *	Description
1	300 & 301	2.3 acres	Ripple Beach Recreation Area, Levins Hall, northwesterly side of Noel Drive, southwesterly side of Blueberry Road.
2	314 & 315	20,000 sq ft	Reserve Area and Canoe/Kayak Access to Spruce Cove, westerly side of Spruce Drive.
3	613+624	1.4 acres	Reserve Area, Dock Area, and Access to Seneca Cove, westerly side of Indian Point Drive, easterly side of Seneca Drive, southwesterly side of Gold Mine Road.
4	--	3.8 acres	Reserve Area, north and west of Gold Mine Road.
5	--	4.1 acres	Harris Brook Reserve Area, North side of West Shore Drive, adjacent to properties on west side of Iriquois Drive.
6	--	1.2 acres	Lollipop Beach, south side of West Shore Drive, across from Iriquois Drive
7	--	1 acre	Estees Brook Reserve Area and Peninsula on east side of West Shore Drive
8	--	1.448 acres	Estees Brook Reserve Area on west side of West Shore Drive
9	558+559	43,400 sq ft	Reserve Area and Dock Area at Holiday Cove, northwesterly side of Sunset Drive, northeasterly side of West Shore Drive

10	--	1 acre	Dam and Spillway area, southeasterly side of Sunset Drive, easterly side of Sherbert Road**
11	--	1.1 acres	Dam and Spillway area, northerly side of Winding Cove Road, easterly side of Sherbert Road **
12	--	0.18 acre	Boat Ramp and Dock Area, north side of Winding Cove Road
13	--	24,544 sq ft	Reserve Area, south side of Winding Cove Road, across from Boat Ramp
14	--	23.5 acres	Reserve Area, westerly side of Dunn Road, adjacent to properties on the south side of Laurel and Winding Cove, 80-ft frontage on Winding Cove Road.
15	126	15,600 sq ft	Winding Cove Beach, northerly side of Winding Cove Road
16	177	0.29 acre	Drainage Area (outlet of street drain from Balsam.), southerly side of Laurel Drive. Connects to Parcel #14
17	--	1.4 acres	Driftwood Beach Reserve Area, southwestery side of Noel Drive, Southeasterly side of Christmas Tree Drive.
18	--	0.37 acre	Both sides of Causeway on Christmas Tree Drive.
19	--	285 acres	Sunset Lake (279 acres in Ashburnham, 6 acres in Winchendon)

* As shown on the Ashburnham and Winchendon GIS sites, April 2023

**Town GIS map does not indicate ownership of the river downstream of the spillway

ARTICLE VI – ROADWAYS

1. No driveway, land filling or removal, landscaping or any structures extending over Lot lines into the roadway shall be constructed or placed into or on said roadway without written approval of the Association, acting through its Board of Directors.
2. Association roads are defined as private roadways with public access.

ARTICLE VII – ASSESSMENTS

1. All Assessments shall be paid within thirty (30) days of the delivery thereof to the Owner of the Lot or of mailing to the last known address if Owner does not reside on the Lot. If any Owner of a Lot fails to pay an amount duly assessed, said Owner shall be denied all rights and privileges of membership outlined in this covenant and the By-Laws.

2. Interest for overdue accounts will be charged a 10% interest, applied semiannually at 5%.
3. The Owner shall be liable for interest on all amounts unpaid and for all reasonable costs of enforcement and collection of such amounts, including reasonable attorney's fees. If such assessment is not paid in full within sixty (60) days after it is delivered or mailed as herein provided, interest will be charged at 10%, applied semiannually at 5%.
4. Provided that an order is issued by a court of competent jurisdiction the Treasurer may record a Notice of Lien and any judgment for unpaid Annual Membership Dues and Assessments and costs for the collection of the same, with the appropriate Registry of Deeds. Said lien or judgment shall constitute security for any sums recovered by the Treasurer in a suit in law or in equity. Upon payment of the amount of such lien or judgment, the Treasurer shall issue a statement in recordable form that all such charges have been paid.
5. Upon request of any Owner, the Treasurer shall issue a statement of all outstanding charges against said Lot and an accounting of all portions of the escrow account attributable to said Lot.

ARTICLE VIII - WATER DISTRIBUTION SYSTEM

1. 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 for unpaid Annual Membership Dues, Assessments and/or Fees and any interest thereon.
2. 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.
3. 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.
4. 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.

ARTICLE IX – ENFORCEMENT

1. Each Owner and the Association shall have the right to enforce the obligation of every other Owner to maintain the Common Land, Lake and any other duty contained herein, as well as to enforce any rules and regulations adopted by the Owner hereunder, by any legal or equitable means. Such legal and equitable means shall include, without limitation, the provisions of M.G.L. Chapter 84, Sections 12, 13, and 14, as they may be amended from time to time.
2. No Owner shall be liable hereunder except for his/her acts or defaults while an Owner.
3. No Owner shall be exempted from liability for the payment of Annual Membership Dues either by waiver or abandonment of the use and enjoyment of the Common Land or Lake during his/her ownership of such Lot.

ARTICLE X – AMENDMENTS

This Declaration may be amended, added to, or extended for additional twenty-year terms by a majority vote at a duly constituted meeting of the Association, provided notice of proposed change is given in the notice of the meeting. A written instrument setting forth the terms of any such amendment shall be signed by the President and Treasurer certifying that a majority of the members had voted in accordance with this Declaration and recorded with the Worcester Northern District Registry of Deeds and Worcester Southern Registry of Deeds.

ARTICLE XI – COVENANTS TO RUN WITH THE LAND

All of the covenants, restrictions, and servitude set forth herein shall run with the land. The Owner of each Lot, by assenting to such covenants, restrictions, reservations, and servitude, agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, restrictions, reservations, and servitude jointly, separately, and severally.

ARTICLE XII - SEVERABILITY

The invalidation of any one of these covenants by judgment, legislative act, or court order shall in no way effect any other provision(s) which shall remain in full force and effect.

ARTICLE XIII – INTERPRETATION

It is specifically the intent of this Declaration to assure the fair and harmonious operation of the Association for the benefit of each and every member/owner. This Declaration is to be liberally construed to effectuate this intent.

ARTICLE XIV– SUNSET LAKE

No boat docks, floats, or other structures extending into the lake shall be constructed or placed into or on said lake without written approval of Far Hills Association, Inc., or its assigns.

ARTICLE XV– LOTS

All Lots within the development shall be used exclusively for residential purposes. A Lot or Lots in common ownership, may be transferred into a nominee or estate planning trust, so called, provided that the beneficial interest of said trust remains with the individual Lot owner or owners. The Association will be provided with copies of Schedule of Beneficial Interests upon request. No Lots may be transferred to, leased by, or used for any purpose by a corporation, club, association, trust or group of any kind.

ARTICLE XVI – COMPLIANCE WITH OTHER LAW

1. It is intended that all provisions of Local, State and Federal Laws, as they may apply to any Lot in Far Hills Subdivision will be complied with by the Owner, including, but not limited to Town of Ashburnham and Town of Winchendon (collectively “the Towns”) General By-laws, Zoning By-laws, Planning Board regulations, Board of Health Regulations, Conservation Commission rules and regulations, and the State Sanitary Code pertaining to subsurface disposal of sewage. Notwithstanding provisions to the contrary, the following restrictions shall apply to each Lot:

- A. No Lot may be subdivided except to increase abutting Lot size, and only upon prior approval of Far Hills Association, Inc.
- B. No outside toilet will be allowed except as allocated to Association beaches or for temporary use during construction activities. No part of septic tank or drain field shall be less than fifty (50) feet from the high water line of Sunset Lake.
- C. No porch or projection of any building shall extend nearer than twenty (20) feet from the boundary of any Lot nor within twenty five (25) feet of any road. No building may be placed nearer than fifty (50) feet from the normal high water line of Sunset Lake. Where size, shape and

topography of any Lots requires, Far Hills Association, Inc., its successor or assigns may grant a Variance from the terms of this paragraph.

No vacant lot, or combination of vacant lots may be used as a campground or as a privately organized camp. No house trailers, mobile homes, tents or similar structures can be installed on properties without a permanent house. The Board of Directors may grant a permit for a period of up to 6 months only for the purpose of lot clearance and/or building an approved habitable structure. All health and sanitary requirements must be maintained.

ARTICLE XVII – FURTHER RESTRICTIONS

The following additional restrictions shall apply to the Lots:

1. No building or other structures of any kind, or any additions thereto, shall be constructed on any Lot, other than one (1) single family residence, together with a garage housing no more than three (3) vehicles and other accessory buildings and structures normally appurtenant to such a residence, including, without limitation, barns, sheds, provided that not more than two (2) accessory building shall be permitted per Lot.
2. No business of any nature shall be conducted upon any of the Lots unless permitted under the applicable Town of Ashburnham and/or Town of Winchendon Zoning By-Laws.
3. No animals except customary household pets in reasonable numbers shall be kept or maintained on Lots within Far Hills Subdivision.
4. All plans for residential dwelling units to be constructed are subject to the approval of the Far Hills Association, Inc. or its assigns.

ARTICLE XVIII – PERPETUAL EASEMENTS

1. The Association, as successor in interest to the Sunset Lake Development Corporation for itself, its successors or assigns and licensees, reserve a ten (10) foot wide easement along all road rights-of-way and a six (6) foot wide easement along the side and rear lines of each and every Lot, except for the portion of any waterfront Lot which abuts the shore of Sunset Lake, with the right of ingress and egress thereon for the purpose of installing and maintaining utility lines; together with the right to trim, cut or remove any trees or brush necessary and the right to locate guy wires, braces and anchors; together with the right to install and maintain gas and water mains and appurtenances thereto: sewer lines and drainage ditches. The Association for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said Lots. The Owners of said Lots shall have no cause of action against the Association, its successors, assigns or licensees either at law or in equity except in

case of willful negligence, by reason of any damage caused to said Lots in installing, operating or maintaining above mentioned installations.

2. The remaining provisions, declarations and conditions of the original Covenants and Restrictions, heretofore amended, shall remain in effect and may be extended for the maximum period permitted by law.

3. Should any of the restrictions amended hereby be found to be contrary to law, its predecessor section shall be once more operative as if it had not been superseded, and all remaining valid restrictions, whether original or amended shall thereafter remain in full force and effect.