

Owners Corporation Rules
“The Paddock” Ecovillage
Castlemaine

CONTENTS

1. THE ECOVILLAGE CONCEPT.....	1
2. THE GOVERNING STRUCTURE OF THE OWNERS CORPORATION.....	1
3. DEFINITIONS.....	3
4. COMMITTEE AND SUB-COMMITTEES	4
5. USE OF LOTS	4
6. MAINTENANCE OF A LOT.....	5
7. AMENITY CONTROLS.....	7
8. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES.....	11
9. COMMUNITY FACILITIES	12
10. NON-COMPLIANCE	14
11. GST.....	15
12. DISPUTE RESOLUTION.....	16
SCHEDULE 1	17
SCHEDULE 2	19

1. THE ECOVILLAGE CONCEPT

One of the Owners Corporation's principal charters is to ensure that all Members and Residents appreciate the unique concept of the Village and share the values and principles of the Developer as set out in the Vision and Values.

Residents should be able to enjoy the Village's surrounds and amenities feeling that other Residents share the Vision and Values. These Rules are to be read in this context and are always to be interpreted and applied with reference to the Vision and Values.

2. THE GOVERNING STRUCTURE OF THE OWNERS CORPORATION

The Developer, the Owners Corporation, Members and Residents all agree that the Village is to have its own rules to enable the Village concept to thrive and for all Members and Residents to enjoy its specialness to the fullest extent possible.

These Rules must be read in conjunction with the *Owners Corporation Act 2006* (the "Act"), and the Regulations to that Act, which is a statutory framework that applies to Owners Corporations.

The Act and Regulations

These laws provide for the functions and powers of the Owner Corporation, for the general duties of the Owners Corporation, Members and Residents, for financial management, keeping of records, meetings procedure, management of the Owners Corporation, insurance and other matters.

Accordingly, much of the governance and operations of the Owners Corporation can be found in the Act and the Regulations. You should refer to the Act and the Regulations on matters that are not in these Rules.

The Rules

These Rules have been developed to comply with the Act and the Regulations where required and to implement the Vision and Values.

The Members, Developer and Owners Corporation agree that these Rules shall also extend to any land that is not part of the Common Property but is provided by the Developer as part of the Village for use by Residents or which is licensed, leased or otherwise occupied by the Owners Corporation.

These Rules may only be changed in accordance with the requirements of the Act.

The Guidelines

The Guidelines are to be binding on the Owners Corporation, the Members and Residents and are deemed to form part of the Rules. However, they are distinguished in that they are intended to be more flexible and functional and relate to specific Village assets and aspects of the community. Included in the Guidelines are any rules which may be posted by the Owners Corporation at particular assets like the Communal Laundry or Community Shed.

To the fullest extent permissible under the Act, the Owners Corporation is entitled to change the Guidelines, revoke Guidelines and issue new Guidelines provided they are consistent with the Vision and Values. In that respect, the Members and the Owners Corporation agree that the Guidelines are a function of the Owners Corporation for which the power to establish, revoke, enforce and change them has been provided to the Owners Corporation under these Rules.

The Village Principles

From time to time the Developer or the Owners Corporation may issue advice, statements and recommendations to Members and Residents on matters relating to the Vision and Values ("Village Principles"). Such statements are not binding on Members and Residents but are intended to assist them in achieving a lifestyle consistent with the Vision and Values.

Order of Priority

If, in determining any matter, there is an inconsistency between the Act and Regulations, the Rules, the Guidelines and the Village Principles, priority will be determined in that order.

Furthermore, the obligations and restrictions set out in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges shall prevail over these Rules in respect of the person or persons to whom they are given.

3. DEFINITIONS

In these Rules unless the context otherwise requires the following definitions apply:

Act includes the *Owners Corporation Act 2006* as may be amended from time to time;

Common Property means that part of the Land shown in the Plan of Subdivision as common property;

Community Gardens means that part of the Common Property which is designated by the Owners Corporation or developed as productive and landscaped garden area (not including natural bushland);

Community House means the shared residence erected by the Developer on the Land for the use of all Residents;

Community Laundry means the shared laundry which is part of the Community House and for the use of all Residents;

Community Shed means the shared shed and workshop erected by the Developer on the Land (as replaced by the Owners Corporation) for the use of all Residents;

Date of Completion of the Village means the date of settlement of the sale of the last Lot or piece of land in the Village of which the Developer is owner;

Developer means Fumina Projects Pty Ltd ACN 101 072 520 and includes its assigns, transferees or successors in title to the uncompleted portions of the Village and the mortgagees and chargees thereof;

Guidelines means the guidelines referred to in Schedule 2 as well as any other guidelines that may be determined and designated as guidelines by the Owners Corporation;

Land means the whole of the land described in the Plan of Subdivision;

Living Building Challenge means the living building challenge 3.0 issued by the International Living Future Institute (or any successor document or instrument to it);

Lot means any lot on the Plan of Subdivision;

Member means a member of the Owners Corporation who is the owner of any Lot on the Plan of Subdivision;

Owners Corporation means the Owners Corporation created by the Plan of Subdivision or if more than one, the unlimited Owners Corporation created by the Plan of Subdivision;

Owners Corporation Manager means a person, if so appointed by the Owners Corporation as the manager of the Owners Corporation;

Plan of Subdivision means Plan of Subdivision No. 817247K which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into this Plan of Subdivision;

Productive Gardens means the area within the Community Gardens designated by the Owners Corporation for the growing of edible produce;

Project Architect means the architect appointed by the Developer at any time while the Developer still owns a Lot in the Village and then the architect (if any) appointed by the Owners Corporation;

Project Landscape Architect means the landscape architect appointed by the Developer at any time while the Developer still owns a Lot in the Village and then the landscape architect (if any) appointed by the Owners Corporation;

Regulations means the *Owners Corporation Regulations 2007* as may be amended from time to time or any other regulations made pursuant to the Act;

Residence means one permanent non-transportable private residence;

Resident means the legal occupant from time to time of a Lot;

Village means the development in Castlemaine known as "The Paddock" Ecovillage or as otherwise changed from time to time; and

Vision and Values means the statement of Village vision and values set out in Schedule 1.

4. COMMITTEE AND SUB-COMMITTEES

- (a) A committee of the Owner Corporation will operate and function in accordance with the Act.
- (b) A committee may appoint sub-committees for any purpose and on terms and with members as determined by the committee.
- (c) A sub-committee may be delegated any of the powers and functions of the committee.
- (d) Sub-committees must report to the committee in a manner that will enable the committee to comply with its obligations under the Act, the Regulations and these Rules.

5. USE OF LOTS

- (a) Display Lot
While the Developer is the owner of any Lot it may:
 - (i) use any Lot owned by it for display purposes;
 - (ii) allow prospective purchasers of any Lot to inspect the display Lot; and
 - (iii) use any signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.
- (b) Signs
Any signs erected pursuant to rule (a) must be in keeping with the Village and must not at any time be more, in number or size, than is reasonably necessary.
- (c) Storage of flammable material
Except with the approval in writing of the Owners Corporation, a Member or Resident of a Lot must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.

This rule does not apply to:

- (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (d) Developer Rights

Notwithstanding any other rule, the Developer:

- (i) is entitled to progressively develop staged lots as set out in the Plan of Subdivision;
 - (ii) is entitled to incorporate further land into the Plan of Subdivision, to become part of the Village;
 - (iii) may promote, advertise and market the Village to prospective purchasers of Lots in any manner it sees fit and may make any statements to media or other persons it wishes to publicise the Village; and
 - (iv) while owner of any Lot, need not comply with any rule:
 - (A) which is inconsistent with or limits their rights under this rule; or
 - (B) the application of which, in the Developer's opinion is inappropriate to the development of the Lot while that Lot remains undeveloped or during its development.
- (e) Common Property

The Developer is permitted to use and develop the Common Property for the purpose of developing the Village until the Date of Completion of the Village and may cause the Owners Corporation to or the Owners Corporation itself may grant a lease or licence over the Common Property or part of it to an individual or corporation for this purpose.

6. MAINTENANCE OF A LOT

Each Member of the Owners Corporation must do the following on each Lot of that Member:

- (a) Letting of Residence
 - Members must ensure that any prospective tenant of a Lot is provided with a copy of these Rules and the Guidelines and that the Owners Corporation is provided with 14 days' notice of the commencement of the tenancy and a copy of the lease or other residential tenancy agreement.
- (b) Appearance of Residence
 - Must install permanent window furnishings within three months of becoming a Member and ensure the Residence is kept clean and maintained in good repair including (without limitation) all fences, walls, windows, gates, sidewalls, walkways and driveways within a Lot.

- (c) Upkeep of Yard Areas
 - (i) Must maintain and keep tidy the front and rear gardens, irrigation facilities, drainage facilities and other surrounds of the Lot to the standard of a first class residential development as determined by the Owners Corporation;
 - (ii) Maintain the front yard of the Lot to its original design as determined by the Project Landscape Architect;
 - (iii) Any alterations to the front yard must be approved by the Owners Corporation and the Project Landscape Architect; and
 - (iv) Must replace any tree in the rear yard that the Project Landscape Architect requires to be replaced if it dies or is removed.
- (d) Nature Strip

Must maintain and keep tidy any nature strip adjoining the Lot.
- (e) Rubbish disposal
 - (i) Must ensure that the disposal of rubbish or waste does not adversely affect the health, hygiene or comfort of the Residents or users of other Lots;
 - (ii) Must dispose of rubbish in accordance with the applicable Guidelines; and
 - (iii) Must conceal all rubbish bins from public view except on the days and during the times designated for rubbish disposal.
- (f) Vermin

Must take all practicable steps to prevent infestation of the Lot by vermin or insects.
- (g) General Appearance of Property

Must keep the Lot free of rubbish.
- (h) Residence
 - (i) Must have approved by the Owners Corporation and the Project Architect all building extensions and structural alterations to the Residence with such extensions and alterations to comply with the Living Building Challenge;
 - (ii) Must not alter the outward appearance of the Residence in a manner inconsistent with the other Residences in the Village including by changing its façade or appearance or the paint colours used;
 - (iii) Must keep the facade of their Residence in good condition and undertake at least every 5 years (or as otherwise approved by the Owners Corporation) necessary treatments of wood and other materials used in the façade of the Residence to maintain the visual integrity of the Residence;
 - (iv) A Resident may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is

consistent with the colour, style and materials of the Residences in the Village; and

- (v) The person referred to in sub-rule (iv) must keep any device, screen or barrier installed in good order and repair.

- (i) Insurance

- (i) Must ensure that any improvements constructed on the Lot are insured for full replacement value; and
 - (ii) In the event of damage or destruction of the Residence, repair or rebuild the Residence (as applicable) to the same plans and specifications as the Residence so damaged or destroyed.

- (j) Enforcement Costs

Must pay all costs incurred by the Owners Corporation in respect of the enforcement of the Rules or the Guidelines in respect of the Member's Lot.

7. AMENITY CONTROLS

Each Member and Resident must comply with the following controls:

- (a) Alterations

Not without the prior written consent of the Owners Corporation alter water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot.

- (b) Interference with Cabling

Not do any act or thing or allow any act or thing to be done to the Lot or the Common Property that may in any way damage or interfere with the use of cabling and ancillary equipment ("the electronic cabling") installed or to be installed by the Developer on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services.

- (c) Use of Lot

- (i) Not use or permit a Lot affected by the Owners Corporation or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Village or which may cause a nuisance or hazard to the health, safety and security of other Members or Residents of any Lot or the visitors of any Member or Resident;
 - (ii) Must only use the Residence and the Lot for purposes consistent with applicable planning schemes and laws; and
 - (iii) Must not use the Lot in any way that will affect the insurance premiums for the Owners Corporation.

- (d) Camping

Not allow any invitee or guest to camp anywhere in the Village. Residents may casually camp in zones designated by the Owners Corporation.
- (e) Fires
 - (i) Not light any fires in the Village unless such fires are in fire pits designated by the Owners Corporation and all legal restrictions on the lighting of fires are complied with; and
 - (ii) Not do anything anywhere at the Village that may be a fire hazard or of potential risk to personal safety or property.
- (f) Motor vehicles and Parking
 - (i) Obey the speed limit in the Development of 5 kilometres per hour or any other speed limit imposed by the Owners Corporation within the Village and notified to Members;
 - (ii) Ensure when in motion that all vehicles remain on paths and roads designated for vehicle use;
 - (iii) Not bring on to the Village any cars, motor bikes or other motorised vehicles that generate excessive fumes, noise, smoke or other pollutant;
 - (iv) Not park or allow to be parked anywhere on the Common Property or on a Lot any caravans, trailers, boats or commercial vehicles (including but not limited to trucks, utilities or other mobile machinery);
 - (v) Not bring on to the Village any tiny houses;
 - (vi) Not, unless in the case of an emergency, park or leave any car or motor bike anywhere on the Common Property unless in the parking area specified for that purpose by the Owners Corporation; and
 - (vii) Not leave any vehicle permitted in the specified parking area that is not used by the Resident for transportation purposes and not assert any claim or ownership over a parking space as Residents will not have designated parking spaces.
- (g) Vehicle Repairs

Not carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs or restorations of vehicles.
- (h) Signs

Not erect or display any sign, hoarding or advertising of any description whatsoever on a Lot (including a "For Sale" sign) unless the Lot is being advertised for re-sale and in such a case only one advertising sign will be permitted.
- (i) Fencing
 - (i) Not construct any fence that does not comply with the Guidelines;

- (ii) Not alter or remove any fence without the approval of the Owners Corporation;
 - (iii) Not allow any fence to fall into a state of disrepair;
 - (iv) Not claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot; nor
 - (v) Not repair or renew the fence with any materials which are not of the same colour, nature, quality and standard as those originally used for the construction thereof.
- (j) Insurance Premiums
- (i) Not do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation; and
 - (ii) Without limitation to sub-rule (i), must not act in any manner or permit their invitees, guests or children to act in any manner that may be dangerous, a risk to health or property or negligent and which may potentially give rise to a public liability claim against the Owners Corporation or any other person.
- (k) No Damage to Common Property
- Not mark, paint, alter or otherwise damage or deface the Common Property or any structure that forms part of the Common Property.
- (l) Use of Common Property
- (i) Not use the Common Property or permit the Common Property to be used in such a way as to unreasonably interfere with or prevent it being used and enjoyed by other Members or Residents, their guest or invitees or any other person entitled to use the Common Property; and
 - (ii) Not, without the written approval of the Owners Corporation or unless permitted under the Productive Gardens Guidelines, use for his or her own purposes as a garden any portion of the Common Property.
- (m) Children
- Must supervise and control their children or invitees' children near potentially dangerous areas of the Common Property such as dams or driveways.
- (n) Articles on Common Property
- Not without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- (o) Storage on Common Property
- Not store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that consent.

- (p) Cause a danger
Not keep the Lot in a manner which is dangerous or likely to cause danger to life or property.
- (q) Noise
Not by himself or herself or by allowing any other person in a Lot or on Common Property to:
- (i) carry on a noxious or offensive activity;
 - (ii) carry on an activity that could reasonably be considered as detrimental to the environment or sustainability of the Village; or
 - (iii) make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by others and, without limitation to this obligation, at all times noise generation must not be inconsistent with the *Environment Protection (Residential Noise) Regulations 1997*.
- (r) Behaviour
- (i) Not be on Common Property, or on any part of a Lot so as to be visible from another Lot or Common Property unless clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Member or Resident or to any person lawfully using the Common Property; and
 - (ii) Take all reasonable steps to ensure that guests and invitees of the Member or Resident do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- (s) Pets and Animals
- (i) Not allow animals, except common household pets, in a Lot or the Common Property (subject to (iii) below) and the behaviour of pets in a Lot or the Common Property must be controlled so that it:
 - (A) does not interfere with the enjoyment of a Lot or the Common Property by others; and
 - (B) minimises the adverse impact of such pets on flora and fauna in a Lot and in Common Property;
 - (ii) Not allow any pets within the Community House;
 - (iii) Residents or the Owners Corporation may keep chickens and bees on the Common Property subject to the Owners Corporation determining designated spaces and any Guidelines with respect to them and provided the Owners Corporation affords each Resident the same rights or otherwise restricts the housing of chickens and bees to communal chickens and bees the responsibility for which shall be with the Owners Corporation;
 - (iv) Sub-rule (i) applies subject to any law;

- (v) Dogs must be leashed within all areas of the Common Property at all times;
 - (vi) Cats must be secured indoors or in secure cat runs/cages on the Lot at all times;
 - (vii) All animals must wear an identification tag clearly showing the Member's address and telephone number;
 - (viii) Any excrement deposited by a pet on the Common Property must be removed promptly by the owner of the pet;
 - (ix) Any Member who keeps and maintains a pet will be liable for any and all action by the pet whether or not the Member had knowledge, notice or forewarning of the likelihood of such action;
 - (x) If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the owner does not take steps to prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot or Common Property (or both). The Member must remove the animal from the Lot or the Common Property immediately upon receipt of the notice from the Owners Corporation; and
- (t) Compliance
- Ensure that the Resident of a Member's Lot complies with the controls referred to in this rule 7.

8. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

Each Member of the Owners Corporation agrees that:

- (a) Services
- The Owners Corporation may provide the following services:
- (i) the repair, maintenance and improvement of the Community House including the Community Laundry, the Community Shed and any bicycle station that may be provided;
 - (ii) the operation of a security surveillance service;
 - (iii) the maintenance, repair and improvement of specified landscaped areas including the Community Gardens, natural habitat zones, vegetable gardens, fruit trees, dams, trails and other features and amenities at the cost of the Owners Corporation;
 - (iv) the repair, maintenance and improvement of any entrance feature constructed or to be constructed at the entrance to the Village; and
 - (v) any other service or facility provided by the Owners Corporation for the benefit of Members which is consistent with the stated objectives of these Rules;

- (b) Electricity to the Village
- (i) Unless otherwise resolved by special resolution of the Members, the Village is to have only a single connection to the national electricity grid with electricity consumption for all Lots and the Common Property to be metered and paid for by the Owners Corporation;
 - (ii) The Owners Corporation will be responsible for the installation of sub-meters or other usage readers on each Lot to read electricity consumption and will maintain, repair, replace and read such submitters or readers at each Lot;
 - (iii) The Owners Corporation will separately invoice the Resident of each Lot for their own electricity usage and payment of the invoice must be made to the Owners Corporation within 14 days of receipt of the invoice;
 - (iv) The Owners Corporation is entitled to select the electricity retailer providing electricity to the Village; and
 - (v) The Owners Corporation may make other decisions with respect to the provision of electricity and other utilities pursuant to energy production Guidelines.
- (c) Events at Common Property
- The Owners Corporation may:
- (i) permit the sale of goods on the Common Property at their discretion; and
 - (ii) organise and allow community events on the Common Property including markets.
- (d) Cost
- The provision of such services by the Owners Corporation will be paid for by all Members.
- (e) Owners Corporation may rectify
- In the event that a Member fails to comply with the Guidelines or any notice served upon the Member by the Owners Corporation in accordance with these Rules, the Members agree that:
- (i) the Owners Corporation or its authorised agent is entitled to rectify compliance with the Guidelines to the extent legally and practically possible; and
 - (ii) the Owners Corporation is entitled to recover the entire cost of any action in (i) above from the Member who owns the Lot on the basis that the cost is an Owners Corporation charge for which the Member solely benefits and is solely responsible for the payment of.

9. COMMUNITY FACILITIES

Each Member of the Owners Corporation and Resident must comply with the following controls:

(a) Invitees to be accompanied

Must ensure their invitees comply with the Rules and the Guidelines. Member's invitees must only use the Community House, the Community Laundry, the Community Shed or the Productive Gardens if accompanied by a Member, other than where the invitee is spending the night or entitled to use the Community House as their temporary accommodation.

(b) Community House and Community Laundry

The Community House and Community Laundry Guidelines, which will control the use and other matters relating to the Community House and the Community Laundry.

(c) Community Shed

The Community Shed Guidelines, which will control the use and other matters relating to the Community Shed.

(d) Productive Gardens

(i) Each Member will be allocated a distinct plot of land in the Productive Gardens relative in size to the dwelling size on their Lot for their sole use (or use by a tenant);

(ii) Members must not allow their designated plot in the Productive Gardens to be neglected, overgrown with weeds or become a hazard to the health and safety of any person;

(iii) If sub-rule (ii) is not complied with, or at the written request of a Member, the Owners Corporation must reallocate a Member's designated plot in the Productive Gardens to another Member or assume control of it itself and may do so for any period of time the Owners Corporation (or the Resident if at their request) deems appropriate in the circumstances; and

(iv) The Productive Gardens Guidelines will otherwise control the use and other matters relating to the Productive Gardens.

(e) Alcohol

Alcohol is not to be consumed in or around the Community House in a manner that is excessive or resulting in drunken, offensive or unsafe behaviour.

(f) Smoking

Smoking is not permitted inside the Community House or within any other shed or enclosed area on the Common Property including the Community Shed or within 5 metres of any bicycle station that may be provided, the Community Gardens or the Productive Gardens.

(g) Risk

All users of the Community Shed, the Productive Gardens, the Community House and the Community Laundry do so at their own risk.

(h) Notification of Damage

A Member must promptly notify the Owners Corporation or the Owners Corporation Manager on becoming aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation.

(i) Compensation

A Member or Resident must compensate the Owners Corporation in respect of any damage to the Community House, Community Laundry, Community Shed, the Common Property or personal property vested in the Owners Corporation caused by that Member or Resident or its invitees.

(j) Obey Directions

Each Member and Member's invitee must obey any lawful direction given to them by the Owners Corporation.

(j) Metering of services and apportionment of costs of services

- (i) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Member or Resident that is more than the amount that the supplier would have charged the Member or Resident for the same goods or services.
- (ii) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Member or Resident an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Member or Resident from the relevant supplier.
- (iii) Sub-rule (ii) does not apply if the concession or rebate:
 - (A) relates to electricity usage;
 - (B) must be claimed by the Member or Resident and the Owners Corporation has given the Member or Resident an opportunity to claim it and the Member or Resident has not done so by the payment date set by the relevant supplier; or
 - (C) is paid directly to the Member or Resident as a refund.

10. NON-COMPLIANCE

(a) Recovery of Costs

If a Member has not complied with these Rules within 14 days generally, or within 7 days for breaches of Guidelines, after service of a notice by the Owners Corporation specifying any non-compliance, the Member agrees that:

- (i) the Member must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
- (ii) the Member must pay to the Owners Corporation any charges levied against the Member in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;

- (iii) the Member must accept a certificate signed by the Secretary of the Owners Corporation or Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;
 - (iv) the Member must pay interest at the rate of 2% below the rate prescribed under the *Penalty Interests Rates Act* 1983 on outstanding fees and charges set under Regulation 202(1)(a) or (b) until they are paid;
 - (v) any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum; and
 - (vi) any costs incurred by the Owners Corporation relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.
- (b) Enforcement

If a Member has not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding rule, or within 7 days for breaches of Guidelines, the Owners Corporation may take action in a Court of competent jurisdiction to compel the Member to comply with these Rules.

- (c) Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by a Member or Resident of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Member or Resident or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

11. GST

- (a) Definition

For the purposes of this rule:

- (i) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;
- (ii) Primary Payment means any payment or consideration given by a Member or Resident to the Owners Corporation for any levy or other money or consideration payable or to be given by a Member or Resident to the Owners Corporation in connection with any supply of any goods and services.

- (b) Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Member must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as

the Member is required to pay the Primary Payment in respect of which the GST relates.

12. DISPUTE RESOLUTION

- (a) The grievance procedure set out in this rule applies to disputes involving a Member, Owners Corporation Manager, Resident or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.

SCHEDULE 1

VISION AND VALUES

The Members, Owners Corporation, Developer and Residents acknowledge that they share the following vision and values for the Village and aim to create in the Village a community that:

- Has adopted and abides by the Living Building Challenge.
- Incorporates regenerative spaces that connect occupants to light, air, food, nature and community.
- Is sustainable and utilises the resources available in the Village.
- Is beautiful and natural.
- Has living buildings and spaces that create a positive impact on the human and natural systems that interact with them.
- Has a healthy coexistence with nature and promotes a healthy lifestyle.
- Protects and enhances the indigenous biodiversity and ecosystem functions of the land and the natural landscape, flora and fauna
- Actively and constantly improves environmental practice, including minimising the ecological footprint.
- Takes responsibility for the management of the land.
- Where possible, generates its own food and energy and captures and treats all the water it needs.
- Endorses products and processes that are safe for all species through time.
- Has multi-purpose elements and everything has multiple benefits to the community and environment.
- Is harmonious and just and equitable to all persons.
- Is a cohesive neighbourhood whose layout, assets, buildings and services demonstrate the highest practical standards of sustainable human settlement.
- Develops and fosters a living environment which uses clear communication, decision-making and conflict resolution guidelines that promote tolerance, safety, respect and co-operation.
- That avoids disputes that might too easily arise.
- Maximises the physical and psychological health and well-being of all Residents.
- Assists in education and public awareness of sustainability by demonstrating and promoting innovative community design and environmentally responsible construction.

- Fosters a sense of community and a peaceful environment amongst residents whilst respecting each other's needs for privacy.
- Is interconnected with the wider community and the environment.
- Uses the precautionary principle to ensure that in addressing proposals, if there is any doubt that indigenous biodiversity, ecosystem functions and social capital will be adversely affected then the proposal does not proceed.
- Where all Members are entitled to participate in the evolving vision and management of the community.
- Supports a diversity of lifestyles and living arrangements and allows Residents to enjoy and explore the natural and built environment with curiosity.
- Ensures private belongings do not adversely affect the operation and enjoyment of common facilities.

SCHEDULE 2

GUIDELINES

Without limitation to other guidelines the Owners Corporation may implement, the Owners Corporation may adopt guidelines with respect to the following matters:

- Waste Management
- Energy Production
- Flora and fauna
- Dams
- Productive Gardens
- the Community House
- the Community Laundry
- the Community Shed
- Recreational space
- Water treatment