

SB

Scheme By-laws – New Scheme

Strata Titles Act 1985

Part 4 Division 4

Scheme Number: 77789

☐ I / ☒ We¹ the owner(s)² **Perron Developments Pty Ltd (ACN 000 230 446) and Sustainable Settlements Pty Ltd (ACN 169 286 337)** of land the subject of the plan described as³ **Lot 1 on Deposited Plan 421739** apply to the Registrar of Titles to have the scheme by-laws as set out below registered with ☐ my / ☒ our¹ Application to Register Strata Titles Scheme in respect of the above land.

Part 1 – Consolidated by-laws

In this part provide the full text of the scheme by-laws classified as governance or conduct and with the relevant by-law number.

Governance By-Laws

1. DUTIES OF OWNER

- (1) The owner of a lot must:
- (a) immediately carry out all work that may be ordered under a written law in respect of the lot and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot; and
 - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (2) The owner of a lot must:
- (a) notify the strata company in writing immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

2. POWER OF STRATA COMPANY REGARDING SUBMETERS

- (1) If the supply of electricity or any other utility to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for

¹ Select one.

² Insert the name(s) of the owners of land the subject of the plan.

³ Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.

the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-bylaw (2), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-bylaw, the strata company may require.

- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of electricity or any other utility refuses or fails to pay any charges due for the supply of that utility to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the electricity or other utility to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

3. CONSTITUTION OF COUNCIL

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.
- (3) The council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, subject to by-law 5, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (6) Except if the council consists of all the owners of lots in the scheme, excluding any member of the council appointed under by-law 5, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (7) A member of the council vacates office as a member of the council:
 - (a) if the member dies or ceases to be an owner or co-owner of a lot;
 - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member;
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected;

- (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected;
 - (e) if the member is removed from office under sub-bylaw (6); or
 - (f) if the Tribunal orders that the member's appointment is revoked, and the member is removed from office.
 - (g) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-bylaw (7)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- (8) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (9) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (10) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

4. ELECTION OF COUNCIL AT GENERAL MEETING

The procedure for nomination and election of members of a council must be in accordance with the following rules:

- (1) The meeting must determine, in accordance with the requirements of by-law 3(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given:
 - (a) in writing, and furnished to the chairperson at the meeting; or
 - (b) orally by a nominee who is present at the meeting in person or by proxy.
- (4) When no further nominations are forthcoming, the chairperson:
 - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 3(3), must declare those candidates to be elected as members of the council; and
 - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must:
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by:

- (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated;
 - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee;
 - (c) signing the ballot form; and
 - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-by-law (9) and by-law 5, candidates, being equal in number to the number of members of the council determined in accordance with by-law 3(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in by-law (8) and:
- (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

5. SCHEME DEVELOPER ENTITLED TO BE MEMBER OF COUNCIL

Notwithstanding the provisions of any other by-law (including by-law 4) and the requirements for a ballot for the election of the members of council, where the developer of the scheme Perron Developments Pty Ltd and Sustainable Settlements Pty Ltd (**Scheme Developer**) or any related person or company (within the meaning of the Corporations Act 2001) remains the owner of any lot, that person or company or its nominee shall be entitled to be a member of the council without the requirement to participate in any election of the council provided that that person or company properly nominates for such election of the council as prescribed in the by-law 4(3).

6. CHAIRPERSON, SECRETARY AND TREASURER OF COUNCIL

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person:
- (a) must not be appointed to an office referred to in sub-by-law (1) unless the person is a member of the council; and
 - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-by-law (1) holds office until the first of the following events happens:
- (a) the person ceases to be a member of the council under by-law 3(7);
 - (b) receipt by the strata company of a written notice of the person's resignation from that office; and
 - (c) another person is appointed by the council to hold that office.

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- (4) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (2), other than a vacancy arising under by-law 3(7)(c) or 3(7)(d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- (5) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

7. CHAIRPERSON, SECRETARY AND TREASURER OF STRATA COMPANY

- (1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

8. MEETINGS OF COUNCIL

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may:
 - (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting;
 - (b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or
 - (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the Strata Titles Act 1985 section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

9. POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY

The powers and duties of the secretary of a strata company include:

- (a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting;
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act;
- (c) the supply of information on behalf of the strata company in accordance with the Strata Titles Act 1985 sections 108 and 109;

- (d) the answering of communications addressed to the strata company;
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to the Strata Titles Act 1985 sections 127, 128, 129, 200(2)(f) and (g) the convening of meetings of the strata company and of the council.

10. POWERS AND DUTIES OF TREASURER OF STRATA COMPANY

The powers and duties of the treasurer of a strata company include:

- (a) the notifying of owners of lots of any contributions levied under the Strata Titles Act 1985;
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;
- (c) the preparation of any certificate applied for under the Strata Titles Act 1985 section 110; and
- (d) the keeping of the records of account referred to in the Strata Titles Act 1985 section 101 and the preparation of the statement of accounts referred to in the Strata Titles Act 1985 section 101.

11. COUNCIL CODE OF CONDUCT

- (1) A code of conduct for the council (**Council Code of Conduct**) shall be adopted for the scheme, with the initial Council Code of Conduct forming Annexure A.
- (2) The Council Code of Conduct may only be amended by special resolution of the strata company.
- (3) The strata company must, within 4 weeks of a person being elected to the council, provide that person with an induction concerning their role as a member of the council and provide them with an induction package which shall include (but is not limited to):
 - (a) a copy of the by-laws of the scheme;
 - (b) a copy of the Council Code of Conduct;
 - (c) a document providing a clear description of the council's preferred models of positive communication and collaborative decision-making processes and conflict resolution procedures; and
 - (d) a description of the council's roles and responsibilities.
- (4) All council members must undertake the induction and sign and abide by the Council Code of Conduct at all times.

12. THEME OF DEVELOPMENT

- (1) The scheme is intended to be a sustainable development for predominantly agricultural purposes (involving high-quality organic product grown on site and creating a rural aesthetic) forming one of a number of schemes (**Clusters**) in what is commonly referred to as Witchcliffe Ecovillage (**Ecovillage**). The Ecovillage is a master plan development of what was Lot 1500 on Deposited Plan 416913 (**Original Land**) in accordance with the structure plan approved by the Planning Commission for this land.
- (2) It is intended that the Ecovillage operate as a highly sustainable, self-reliant community in a regional village setting, incorporating modern technology and human settlement design to enable it's community to:
 - (a) produce as much energy as it consumes;
 - (b) be self-sufficient in water;
 - (c) produce organic fresh food produce;

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- (d) create less waste;
 - (e) care for and regenerate the local environment;
 - (f) provide a high level of pedestrian, wheelchair and bicycle access throughout the Ecovillage;
 - (g) be socially diverse, inclusive, cooperative and resilient; and
 - (h) respect the culture and traditions of the Wardandi people, the traditional owners of the land.
- (3) The Ecovillage:
- (a) is being constructed in a number of Clusters over a period of time (**Development Period**);
 - (b) will involve construction works during the Development Period that may generate noise, vibration, dust and other disturbance;
 - (c) involves a number of land uses and these land uses may involve noise and other disturbance (such as those common with commercial, tourism, agricultural and viticultural business); and
 - (d) involves the granting of various rights and the creation of various obligations between the Clusters (including the scheme) and their members. Such rights and obligations may include but are not limited to:
 - (i) access to and use of pathways; and
 - (ii) access to and use of stormwater drainage and dam storage.
- (4) The scheme must operate in a manner consistent with, and must promote, the objectives of the Ecovillage referred to in sub-bylaw (2).
- (5) Each owner and occupier consents to, and must not make any objection or claim concerning, the matters referred to in sub-bylaw (3) provided they are undertaken in accordance with the requirements of any applicable government authority.

13. ECOVILLAGE AGRICULTURAL USE

- (1) All lots in the scheme are proposed to be zoned as "Special Use Zone – Ecovillage Agriculture" by the Shire of Augusta Margaret River (**Local Authority**) and may only be developed and used for agricultural purposes in compliance with this zoning (**Permitted Agricultural Uses**).
- (2) A summary of the proposed Permitted Agricultural Uses, as at the date of the registration of these by-laws, forms Annexure B.
- (3) The strata company appoints the Original Proprietor for 12 months following registration of the scheme as its agent for providing consent to any application for development approval (or any other approval, licence, consent or the like) that may be required to facilitate any Permitted Agricultural Use on a lot (including any use that is discretionary or requires advertising and development approval under the Local Authority's planning scheme).
- (4) Unless otherwise approved by the strata company, in accordance with the zoning of the scheme and the scheme's sustainability essence and theme:
 - (a) a lot may not be developed for any residential, tourist or short stay dwelling or accommodation.
 - (b) a lot may not be used for horse agistment; and
 - (c) an owner and occupier must manage the agricultural activities undertaken on their lot:
 - (i) in accordance with the sustainability objectives of the Ecovillage;
 - (ii) in accordance with the Australian National Standard for Organic and Bio-dynamic Produce (as revised or replaced from time to time);

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- (iii) where produce from the lot is to be sold in commercial quantities, certified as organic by a registered Australian certifying body that adheres to the Australian National Standard for Organic and Bio-Dynamic Produce (as revised or replaced from time to time); and
 - (iv) so as to keep the lot free from problematic weeds and/or pests.
- (5) A lot may be affected by factors (such as noise, spray drift and odours) associated with the agricultural use of other lots in the scheme.
- (6) An owner or occupier consents to, and must not make any objection or claim concerning, a lot being used for any Permitted Agricultural Use applicable to that lot, provided that such use is undertaken in accordance with the requirements of any applicable government authority and these by-laws.

14. ECOVILLAGE COMMONS

- (1) As part of the sustainability and community objectives and theme of the Ecovillage, the Ecovillage includes common land (**Ecovillage Commons**):
 - (a) providing infrastructure, facilities and services to the Ecovillage at large;
 - (b) including conservation areas, recreational areas and water storage (dams); and
 - (c) intended to include wastewater treatment facilities and other facilities and infrastructure for the Ecovillage.
- (2) The Ecovillage Commons is owned by Ecovillage Commons Ltd ACN 646 707 486 (ECL). ECL is responsible for the administration, operation, repair and maintenance of the Ecovillage Commons.

15. ECOVILLAGE COMMONS LTD (ECL)

- (1) ECL is a not for profit company limited by guarantee:
 - (a) whose Ordinary Members are to be the strata companies of each Cluster, these strata companies:
 - (i) each having a number of votes corresponding with the number of lots in that Cluster (excluding common property lots); and
 - (ii) providing representation at General Meetings of ECL as specified in the ECL constitution;
 - (b) in which the Scheme Developer is the Founding Members (a different form of membership that will apply during the Development Period);
 - (c) who may have other classes of members as established pursuant to the constitution of ECL;
 - (d) whose Directors are to be appointed by the Scheme Developer during the Development Period (pursuant to the rights as Founding Members) and will thereafter be appointed by the Ordinary Members (and possibly any other class of membership should any be established) as specified in the constitution of ECL; and
 - (e) which is intended to be a not for profit organisation for the purposes of the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) with the objective of facilitating sustainable environment, social and amenity outcomes in the Ecovillage.
- (2) ECL will:
 - (a) provide a representative forum for each Cluster (and their owners); and
 - (b) provide a non-potable water supply to the Clusters (including this scheme) using the Stormwater Infrastructure.
- (3) ECL will charge its members for any utilities, such as non-potable water, and goods and services it provides to them. Such charges are to be reasonable commercial charges based on:

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- (a) the current and anticipated future costs and expenses of ECL; and
 - (b) the consumption of those utilities or goods and services by each respective Cluster.
- (4) Following expiry of the Development Period, ECL will charge its members proportionately for its costs and expenses (including those for maintenance and repair of the Ecovillage Commons) to the extent that the income received by ECL from its activities (such as non-potable water supply charges) are insufficient to do so. During the Development Period the Scheme Developer will pay any such shortfall.

16. ELECTRICITY MICROGRID

- (1) In accordance with the sustainability theme of the scheme, the scheme is serviced by an electricity microgrid (**Microgrid**) which includes:
- (a) microgrid cabling provided within the common property;
 - (b) a switchboard located on the common property;
 - (c) a single point connection to the Western Power grid; and
 - (d) capacity for a 3-phase energy connection for each lot.
- (2) The strata company must:
- (a) provide access to the Microgrid to all lots;
 - (b) manage and administer the Microgrid, including regular and accurate reading of meters; and
 - (c) maintain the Microgrid including the Western Power single point connection and infrastructure to allow the trading of electricity between owners and the Western Power grid.
- (3) The strata company may appoint a third party to manage and administer the Microgrid and its operation and maintenance, including reading of meters.
- (4) If an owner or occupier chooses to not connect their lot to the Microgrid, the owner will remain liable for its proportionate share of the strata company's costs concerning:
- (a) the Microgrid (including its operation and maintenance); and
 - (b) the daily supply charge associated with energising the Microgrid.
- (5) If an owner or occupier connects their lot to the Microgrid, the owner or occupier must:
- (a) notify the strata company prior to the connection; and
 - (b) install a National Metering Identifier (**NMI**) certified meter at the time of connection of any powered infrastructure or building to enable energy consumption, generation trading and billing to occur.
- (6) If an owner or occupier develops a farm building, outbuilding or other powered infrastructure which is connected to the Microgrid, the development must include sufficient solar panels and inverter to offset the energy use of the building or infrastructure, or purchase renewable energy.
- (7) The strata company or its council may resolve to provide owners and occupiers with peer-to-peer energy trading. If the strata company or its council resolves to provide peer to peer energy trading, owners must install an integrated metering system as required.
- (8) All Microgrid connections, NMI meters and PV/inverter/Droplet systems must be installed by an electrician approved by the strata company to ensure compatibility with the Microgrid.
- (9) The strata company appoints the Original Proprietor as its agent for 12 months from the date of Registration of the Scheme for:
- (a) receiving notice of a connection to the Microgrid;
 - (b) resolving to install peer to peer energy trading; and
 - (c) approving an electrician that an owner or occupier may wish to use to install Microgrid connections, NMI meters and PV/inverter/Droplet systems.

- (10) To the extent that there is any inconsistency with this by-law and by-law 2, this by-law shall prevail.

17. WATER MANAGEMENT

- (1) The common property and Ecovillage Commons include stormwater collection, treatment and management infrastructure and facilities (**Stormwater Infrastructure**).
- (2) In accordance with the sustainability theme of the scheme and planning approvals of the Ecovillage:
- (a) the Stormwater Infrastructure is intended to provide a non-potable water source for irrigation for agricultural and landscaping purposes within the Ecovillage (including this scheme); and
 - (b) the scheme must not use another source of non-potable water where ECL, using the Stormwater Infrastructure, is able to meet the non-potable water needs of the scheme.
- (3) Each lot will receive a maximum allowance of non-potable water from ECL, this being 3 megalitres per annum at the date of registration of these by-laws.
- (4) An owner may not transfer part of its water allocation in any year to another lot.
- (5) An owner must pay ECL the cost of its water allocation, whether it uses that allocation in full or not.
- (6) An owner must maintain a water tank of no less than 48,000 litres on its lot to receive its non-potable water allocation.
- (7) An owner or occupier must not:
- (a) obstruct or interfere with any Stormwater Infrastructure;
 - (b) discharge stormwater from their lot into common property in a manner so as to cause erosion or damage; or
 - (c) disperse non-potable water provided by ECL onto a private lot, excluding dispersal on a lot in the scheme as part of the ordinary conduct of a Permitted Agricultural Use on that lot.
- (8) This by-law may not be added to amended or repealed without the consent of the Local Authority.

18. DEVELOPMENT OF LOT

- (1) The scheme is subject to a local development plan approved by the Local Authority (**LDP**).
- (2) The LDP may be amended with the consent of the Local Authority.
- (3) An owner may only construct, erect or install, or permit to be constructed or erected or installed, on their lot a building or structure:
- (a) in accordance with the LDP;
 - (b) using sustainable materials and technologies:
 - (i) consistent with the sustainability ethos of the Ecovillage, such as Forest Stewardship Council/plantation/reclaimed timber, zincalume, straw bales, mud brick, recycled brick, rammed earth, reverse brick veneer, structural insulated panels, hempcrete; etc.;
 - (ii) that create a rural aesthetic; and
 - (iii) approved by the strata company;
 - (c) in accordance with plans:
 - (i) consistent with the sustainability ethos of the Ecovillage; and
 - (ii) creating a rural aesthetic, approved by the strata company; and

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- (d) in the case of any shipping containers, using screening/cladding to create a rural aesthetic.
- (4) An owner must not construct, erect or install, or permit to be constructed or erected or installed, on their lot any building or structure unless:
 - (a) it is compliant with the LDP and requirements of this by-law;
 - (b) they have first:
 - (i) submitted the plans and specifications (including elevations and external colours) to the strata company;
 - (ii) the strata company has approved such plans and specifications; and
 - (iii) the building or structure is constructed strictly in accordance with those approved plans and specifications. For the avoidance of doubt an owner must not vary any building or structure from its approved plans and specifications without the variations themselves being approved under this by-law;
 - (c) those works are approved by the strata company pursuant to sections 88 and 89 of the Act (if applicable); and
 - (d) those works are undertaken in accordance with a valid building licence issued by the Local Authority (if applicable).
- (5) The strata company may not unreasonably withhold, delay or condition its approval pursuant to by-law 18(4)(b) where the building plans comply with the LDP and this by-law.
- (6) The strata company may employ an appropriately qualified consultant to assist in the assessment of any plans and specifications pursuant to this by-law and may levy the reasonable costs of such consultant to the owner of that lot (which shall be treated as a levy raised in accordance with the Act against that owner and be payable within 14 days of demand).
- (7) All requests to the strata company for assessment and approval of plans and specifications for a building or structure must be processed by the strata company within 45 days of receipt in writing.
- (8) An owner and occupier must, and must ensure that any builder or contractor engaged to construct any building or structure on their lot:
 - (a) manage construction waste so as to minimise such waste and undertake to re-use and recycle construction waste wherever possible;
 - (b) minimise (in accordance with normal building practice and the requirements of the Local Authority) any nuisance that construction of that building or structure may cause to neighbouring land owners, including but not limited to nuisance by reason of noise and dust.
- (9) An owner must do all things reasonably necessary to ensure minimal damage to roads, paths and landscaping of verges occurs as a result of the development of their lot and must on demand reimburse the strata company for any associated repair or replacement costs in this regard.
- (10) The strata company appoint the Original Proprietor as their agent for the purpose of this by-law for 12 months following the registration of the Scheme, including approving plans and specifications for any building or structure and appointing any consultant to assist with this.

19. FENCING

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

- (1) An owner must maintain any boundary fencing in an attractive (which includes post and wire fencing) and functional state.
- (2) An owner must provide and maintain functional access gates where necessary to facilitate maintenance of perimeter firebreaks by the strata company.

20. BUSHFIRE MANAGEMENT PLAN

- (1) The Original Land is subject to:
 - (a) the bushfire management plan submitted to the Local Authority and Department of Fire and Emergency Services and applicable for the Ecovillage, which at the date of preparation of this Contract is the Bushfire Management Plan for Lots 2807 and 2812 Bussell Highway Witchcliffe prepared by RUIC Fire (Rural Fire Risk Consultancy Pty Ltd) and dated January 2016 and as amended by Ecosystems Solutions in 2019. (**Bushfire Management Plan**); and
 - (b) a Bushfire Landscape Management Plan which has been developed by the original proprietors and is reflective of the requirements of the Local Authority setting out the management responsibilities of ECL, the strata companies for each of the Clusters (including this scheme) and the lot owners for each of the Clusters (including this scheme).
- (2) The Bushfire Landscape Management Plan may only be amended by resolution of the Directors of ECL and where the amendment is consistent with the relevant requirements of the Local Authority.
- (3) The strata company must retain a copy of the Bushfire Management Plan and Bushfire Landscape Management Plan.
- (4) The strata company and all owners and occupiers must comply with the requirements of the Bushfire Management Plan and Bushfire Landscape Management Plan to the extent that they are applicable to the scheme and their lot, the terms of which the strata company may enforce against an owner or occupier as if they are a by-law and set out in this by-law itself.
- (5) The strata company must maintain perimeter fire breaks for the scheme in accordance with the requirements of the Local Authority.
- (6) An owner or occupier must permit the strata company and its contractors and agents access to their lot, upon reasonable notice, for the purpose of maintaining perimeter fire breaks.

21. LEVYING OF COSTS AND EXPENSES OTHER THAN ON A PROPORTIONATE UNIT ENTITLEMENT BASIS

- (1) Where the amount of any cost or expense incurred by the strata company is calculated by reference to the number of lots comprising the scheme (such as connection or service fees charged for utilities such as non-potable water), such cost or expense shall be levied to the owner of each lot equally and not in proportion to the unit entitlements of the respective lots.
- (2) Where any cost or expense charged to or incurred by the strata company relates solely to one or more lots (**Specified Lots**), but does not relate to all lots in the scheme, the strata company may levy such cost or expense solely on those Specified Lots and may do so in proportion to the amount that the strata company, acting reasonably, determines each Specified Lot has contributed to that cost or expense and not in proportion to the unit entitlements of those Specified Lots.

22. DISTRIBUTION OF COMMUNALLY GENERATED PROFITS

The strata company will make decisions concerning the distribution of any profits resulting from communal activities, including the sale of excess renewable energy, and for the purpose of making such decisions may take into account the participation of each owner or occupier in communal activity and result in a distribution on a basis other than the proportionate unit entitlement between owners.

23. OCCUPIERS TO BE BOUND BY THESE BY-LAWS

- (1) An occupier, including without limiting the generality of the term, any lessee or licensee of the owner or occupier shall be bound by these by-laws.
- (2) An owner or occupier must ensure that their invitees comply with these by-laws whilst upon the scheme.

24. STRATA COMPANY APPROVAL

When in these by-laws the consent of the strata company or the council is required, such consent:

- (a) may be withheld;
- (b) may be given on conditions including payment of a fee or insurance premium; and
- (c) may be withdrawn,

as the strata company or council, as the case may be, shall reasonably determine.

25. RECOVERY OF MONEY BY THE STRATA COMPANY

- (1) An owner must pay on demand to the strata company on a full indemnity basis all costs and expenses which the strata company pays, incurs or expends in consequence of:
 - (a) any breach of the Act;
 - (b) any default in the performance or observance of any by-laws; and/or by the owner or occupier of that lot (including the making good of any damage caused by any such default or breach) including, but not limited to, recovery of strata company levies or contributions; and/or
 - (c) the pursuit and recovery of monies owing by an owner, including interest chargeable in accordance with the Act and the Regulations.

Such costs shall include the cost of engaging any strata manager (including any justifiable expenses of the strata manager outside of their normal duties as detailed in its agreement with the strata company), any solicitor and/or any debt collector.

- (2) If the strata company expends money to make good damage caused by a breach of the Act or the by-laws by any owner or occupier or their servants, agents, contractors, invitees or licensees, or incurs any other costs, expense or claim, the strata company shall, where permitted by law:
 - (a) be entitled to recover that amount (and the costs of recovery) from the person who was the owner at the time when the breach occurred, whether or not they were the person who caused such expense; and
 - (b) if necessary, be recoverable as a debt in a Court of competent jurisdiction.
- (3) Any cost and expense payable by an owner pursuant to this by-law shall be levied on the owner as if levied in accordance with the Act and be payable within 14 days of demand.

Conduct By-Laws

1. VEHICLE OBLIGATIONS

- (1) An owner or occupier must:
- (a) not at any time, park or stand a motor vehicle or other vehicle in a manner which would impede vehicle access through the Common Property private road;
 - (b) take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) To ensure reasonable peace and enjoyment of the scheme an owner or occupier shall not be permitted to park or drive a motor vehicle or other vehicle within the parcel boundaries whose exhaust noise emissions do not comply with noise decibel limits imposed by the Road Traffic (Vehicle Standards) Rules 2002 – Reg 144 or any replacement of those rules.
- (3) For the purposes of this by-law "other vehicle" means, trailers, caravans, camper vans, boats on trailers, motor vehicles used for commercial purposes, motorcycles and any other related type of vehicle.

2. STRATA COMPANY RESPONSIBILITY

- (1) The strata company will maintain:
- (a) the common property carriageways and gates;
 - (b) the Microgrid;
 - (c) the infrastructure on the common property providing non-potable water to the scheme, including storage tanks and pumps;
 - (d) any other common property within the scheme.
- (2) Notwithstanding the above, to the extent that fittings, fixtures and systems are connected to the common property for the use of all, the strata company will be responsible for maintenance of the fittings, fixtures and systems and the running costs thereof proportionate to the extent of their use for such purposes.

3. USE OF LOT AND COMMON PROPERTY

An owner or occupier of a lot must:

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors;
- (b) not obstruct lawful use of common property by any person;
- (c) not store any items in or upon the common property (without the consent of the strata company);
- (d) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not);
- (e) not make undue noise in or about any lot or common property;
- (f) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment (for Permitted Agricultural Uses) of an owner or occupier of another lot or of a person lawfully using common property;
- (g) not carry out any activities (including using common property) that:
 - (i) is illegal, injurious to the reputation of the strata company or contravenes any regulation, by-law, or statute of the Local Authority or any other government or regulating authority;
 - (ii) causes undue noise or inconvenience to the occupiers of any neighbouring properties; and

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- (iii) allows any undue noise, odours or other matters which would unreasonably cause damage, nuisance or disturbance (taking into account the theme of the scheme of sustainable agricultural use) to other owners or occupants;
- (h) not allow a child to play upon any area of the common property that is a danger to children;
- (i) not permit any child under the age of 6 years old of whom they have control to play or remain upon common property unless accompanied by a responsible person over the age of 13 exercising effective control;
- (j) not use any part of the common property for their own purposes to the exclusion of others, save as otherwise permitted by these by-laws (including by reason of a grant of exclusive use); and
- (k) notwithstanding any other provision of this by-law, give at least 7 days' notice to the council and neighbours if planning to hold an event (such as an open day) which might create additional noise or disturbance.

4. INTERFERENCE WITH COMMON PROPERTY

- (1) An owner or occupier must not:
 - (a) damage common property, except for reasonable wear and tear during its use for the purposes for which it is intended for use; or
 - (b) without the written authority of the strata company:
 - (i) interfere with the operation of any plant and equipment comprising common property; or
 - (ii) remove any article from the common property placed there by direction or authority of the strata company and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- (2) An owner or occupier must not:
 - (a) allow to be held any public auction on the common property; or
 - (b) do anything which may prejudice the security or safety of the common property.

5. DAMAGE TO COMMON PROPERTY

- (1) An owner or occupier will be responsible for any damage to any part of the common property through misuse by the owner or occupier or their employees, agents and other invitees and shall be levied for the cost and expense of any repairs to make good the damage (which shall be treated as a levy raised in accordance with the Act and be payable within 14 days of demand).
- (2) An owner or occupier must immediately notify the strata company on becoming aware of any damage to or defect in the common property (which includes all services and equipment).

6. DAMAGE TO GARDENS ON COMMON PROPERTY

Except with the prior written approval of the strata company, an owner or occupier must not and must not permit any other person to:

- (a) damage or move any plant, tree, garden bed, lawn, outbuilding or infrastructure located on common property;
- (b) plant any tree, shrub or plant on common property;
- (c) construct or erect any building, shed, greenhouse, treehouse or other structure on common property;
- (d) use non-organic fertilisers, herbicides or pesticides on common property; or

- (e) disperse water provided to the lot in a wasteful manner.

7. BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a lot or their guests must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

8. DEPOSITING OF RUBBISH ON COMMON PROPERTY

An owner or occupier must not (and must ensure that their servants, agents, contractors, invitees or licensees do not) deposit or throw upon that lot or any other lot or the common property any rubbish or other material likely to interfere with the peaceful enjoyment of another owner or occupier or guest or any other person lawfully using the common property, unless it is confined to an area designated for compost making or recycling and waste management and the rubbish or material is suitable for that purpose.

9. ADDITIONAL DUTIES OF OWNERS/OCCUPIERS

Unless with the prior written approval of the strata company, an owner or occupier must:

- (a) ensure that their servants, agents, contractors, invitees or licensees comply with the provisions of the by-laws and shall do all such things as a reasonably necessary to ensure that any servant, agent, invitee or licensee who fails to comply with any by-law vacates the parcel as soon as possible;
- (b) use organic and/or permaculture principals in the:
 - (i) cultivating of any plants;
 - (ii) breeding or maintenance of any animals; or
 - (iii) production of any produce,on their lot;
- (c) not use chemical pesticides, herbicides, and/or fertilisers within their lot, unless the products are allowed by the Australian National Standard for Organic and Biodynamic Produce;
- (d) not excavate a hole deeper than 500mm on common property or verges without first consulting the council to ensure that the safety and integrity of the microgrid infrastructure is preserved.

10. NOTICE OF ALTERATION TO LOT

An owner of a lot must not alter or permit the alteration of any structure on their lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

11. VERMIN, PESTS AND INSECT INFESTATION

- (1) An owner or occupier must keep their lot clean and reasonably free from disease and infestation from vermin, pests and insects.
- (2) An owner or occupier must not use poison baits or non-organic chemicals / sprays for the management of pests, vermin and insects:
 - (a) on common property, without the prior written approval of the council;
 - (b) on their lot, without prior written approval of the council, unless:

- (i) in the case of poison, the poison is formulated to have a reduced risk to non-target species, and is contained within a bait station.; or
- (ii) the poison or non-organic chemical is an allowable input as scheduled in the Australian National Standard for Organic and Biodynamic Produce. .

12. SAFETY AND SECURITY

An owner or occupier must:

- (a) take all reasonable steps to maintain the safety and security of the parcel;
- (b) notify the council immediately if they become aware of any threat to the scheme;
- (c) comply with all directions of the council concerning the safety and security of the scheme;
- (d) not interfere with any security or safety equipment and use such equipment only in the manner it is intended when appropriate to do so; and
- (e) ensure compliance with all statutory and other requirements relating to fire safety in respect of the lot, including maintenance of smoke detectors in any building.

13. LIMITING ACCESS TO PARTS OF COMMON PROPERTY

The strata company may take measures to ensure the security and to preserve the safety of the common property and the lots from damage, fire or other hazards and, without limitation, may in respect of any part of the common property not required for access to a lot, close off on either a temporary or permanent basis, or otherwise restrict the access to, or use by, the owners or occupiers.

14. STORAGE AND USE OF DANGEROUS GOODS

- (1) An owner or occupier shall not be permitted to use or store upon any part of a lot or common property any Dangerous Good (as defined under the Dangerous Goods Safety Act 2004 in the Dangerous Goods Regulations 2007) including flammable gases, liquids, chemicals.
- (2) This by-law does not apply to:
 - (a) chemicals, liquids, gases or other material used or intended to be used for an Permitted Agricultural Use for the lot; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. WASTE MANAGEMENT

An owner or occupier must:

- (a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, receptacles for the responsible management of waste pertaining to the approved land use on the lot, including recyclables, reusables and organic waste;
- (b) comply with all local laws relating to the disposal of waste; and
- (c) ensure that the health, hygiene and comfort of the owner or occupier or guest of any other lot is not adversely affected by their waste management.

16. SUSTAINABILITY COMMITMENT AND CODE OF CONDUCT

- (1) The scheme must adopt and implement a commitment and code of conduct concerning sustainable agricultural uses (**Sustainability Commitment and Code of Conduct**).

- (2) The initial Sustainability Commitment and Code of Conduct forms Annexure C and may only be amended by special resolution of the strata company.
- (3) All owners and occupiers must comply with the Sustainability Commitment and Code of Conduct, the terms of which the strata company may enforce as if they are a by-law and set out in this by-law itself.

17. INSTRUCTING OF CONTRACTORS BY OWNERS

- (1) An owner or occupier shall not directly instruct any contractors or workmen employed by the strata company unless authorised by the strata company.
- (2) Any owner or occupier instructing any contractor or workmen without authorisation from the strata company shall:
 - (a) be responsible personally for the payment of such contractor or workmen and for the cost of removing or altering any such work which the strata company deems unsatisfactory; and
 - (b) indemnify the strata company against any costs, claims or liabilities arising from the improper instructions given to contractors or workmen,

and the strata company may levy the owner for all such amounts (which shall be treated as a levy raised in accordance with the Act and be payable within 14 days of demand).

18. NO SMOKING

No owner or occupier or invitee may smoke any tobacco or other substance in or on any part of the common property.

19. HOUSE RULES

- (1) The council may make rules from time to time in respect of the management, order, standards and operation of the common property including communal facilities of the scheme (**House Rules**).
- (2) The strata company shall ensure that any House Rules are displayed in a prominent position on areas to which they apply and that a copy is given to all owners.

20. LEASING OF LOTS

Prior to the leasing of a lot the owner shall before the commencement date of such lease:

- (a) inform the strata company of the name of the owner's managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll;
- (b) provide the lessee with a copy of the by-laws, Sustainability Commitment and Code of Conduct, Witchcliffe Ecovillage Sustainability Infrastructure Disclosure Form and any House Rules; and
- (c) provide to the strata company a copy of an executed lease and ensure that such lease states that:
 - (i) the lot may only be used for a Permitted Agricultural Use; and
 - (ii) any non-compliance with the by-laws of the strata company shall be a default under the terms of such lease.

21. RESALE OF LOTS

- (1) The council must maintain a disclosure form concerning the sustainability infrastructure of the scheme and Ecovillage (**Witchcliffe Ecovillage Sustainability Infrastructure Disclosure Form**).
- (2) The initial Witchcliffe Ecovillage Sustainability Infrastructure Disclosure Form comprises Annexure 
- (3) Any owner who intends to sell or otherwise dispose of their lot must prior to entering into any contract of sale or other agreement concerning the same provide to any prospective buyer/transferee:

- (a) a completed Witchcliffe Ecovillage Sustainability Infrastructure Disclosure Form;
- (b) a copy of the Sustainability Commitment and Code of Conduct; and
- (c) a copy of the LDP.

22. KEEPING OF ANIMALS

- (1) In this by-law Excluded Dog means:
 - (a) a pit bull terrier;
 - (b) an American pit bull terrier;
 - (c) any other outcross;
 - (d) any dog prohibited from importation into Australia by the Commonwealth government;
 - (e) an unregistered or dangerous dog under the Dog Act 1976; and
 - (f) any breed of dog that the council declares is to be an Excluded Dog.
- (2) An owner or occupier may keep within their lot, when accompanied by its owner, any breed of dog which:
 - (a) is not an Excluded Dog; and
 - (b) is licensed and microchipped.
- (3) An owner or occupier must not keep on or within their lot:
 - (a) any cat;
 - (b) any dog left unattended or kept exclusively within the lot;
 - (c) any horse kept exclusively within the lot;
 - (d) any animal that is prohibited by law for the lot.
- (4) If an owner or occupier keeps in their lot an animal permitted under these by-laws, then they must ensure that:
 - (a) the animal is at all times kept under control and within the confines of their lot;
 - (b) the fencing of their lot is adequate to ensure the animal is kept confined within their lot;
 - (c) the animal is provided adequate shelter, shade, space, water and feed;
 - (d) the animal is maintained (including treatment for disease or pests) in accordance with any applicable regulatory requirements;
 - (e) when in or on any other part of the common property, the animal is at all times restrained on a leash or in a suitable temporary cage (with the exception of short periods during which livestock may be transferred between lots for grazing purposes); and
 - (f) the animal is effectively managed to ensure no nuisance (including by reason of barking).
- (5) This by-law:
 - (a) applies to any person in a lot or on common property with the express or implied consent of that owner or occupier; and
 - (b) does not prevent the keeping of an assistance animal by a person with a disability.
- (6) Where an owner or occupier is in breach of this by-law, including where an owner or occupier keeps a cat or other prohibited animal on their lot, the strata company will be entitled to require the immediate

removal of the animal from the scheme, provided that the strata company may not require the removal of any permitted animal by reason of a breach of sub-bylaw (4) unless:

- (a) the strata company has provided a written notice of the breach to the owner or occupier warning of the removal should the breach not be remedied within not less than 7 days and that breach is not remedied within that period; or
- (b) there are, in any 12 month period, more than the following number of notices of breach issued to the owner or occupier:
 - (i) 5, where the breach relates to noise; or
 - (ii) 3, where the breach relates to a failure to control or confine an animal.

23. DISPUTE RESOLUTION PROCEDURE

- (1) The council must determine, maintain and amend from time to time a grievance procedure and decision making or communication model that is acceptable to a majority of the council.
- (2) In the event that an owner bound by the terms of these by-laws is in dispute with another owner or the strata company and such parties cannot resolve such a dispute through the council's agreed upon decision making procedures and communication models then it shall be determined by an independent expert as follows:
 - (a) if the dispute relates to legal issues, the dispute will be referred to a suitably qualified legal practitioner or mediator;
 - (b) if the dispute relates to monetary or financial issues, the dispute will be referred to a suitably qualified accountant; and
 - (c) if the dispute relates to the design of improvements or structural matters, the dispute will be referred to a suitably qualified architect or engineer.
- (3) If the parties cannot agree on the appropriate expert to whom the dispute is to be referred within 14 days of the dispute arising, the expert will be appointed by the President of the Law Society of Western Australia.
- (4) The parties and strata company may each submit to the expert written submissions within twenty one (21) days of the expert's appointment but may not make oral submissions or adduce any evidence. A copy of all submissions to the expert shall be provided contemporaneously to the other party and strata company. Within twenty eight (28) days of the expert's appointment the parties and strata company may each forward to the expert written comments on the other party's written submissions. For the purposes of this by-law time shall be of the essence.
- (5) The expert shall take into consideration any written submissions received within those periods but is not fettered by them and shall determine the dispute in accordance with their own judgment.
- (6) The decision of the expert will be final and binding on the parties to the dispute and the parties to the dispute will pay the costs of the expert equally.



ANNEXURE A - COUNCIL CODE OF CONDUCT

As an elected member of the Witchcliffe Ecovillage Cluster 3D Council, I,, agree that at all times I will:

1. Be committed to acquiring an understanding of the *Strata Title Act WA 1985* (or other relevant legislation as amended or superseded), this strata scheme, and all by-laws concerning this strata scheme.
2. Act honestly and fairly and not unreasonably disclose information held by the council, including information about a proprietor or occupier.
3. Act in the best interests of the council unless it is unlawful to do so.
4. Not cause a nuisance or otherwise behave in a way to bring disrepute or diminish the good reputation of this council.
5. Respect fellow members' opinions and differences and foster a spirit of teamwork and co-operation.
6. Be committed to attending all meetings of the council other than in exceptional circumstances.
7. Comply with council processes and procedure as determined by the council from time to time, including using agreed upon decision making and communication models.
8. Disclose to the council any conflict of interest I may have in a matter before the council and not vote on such matters.
9. Resolve conflicts or disagreements in a timely and respectful manner, with recourse to council endorsed methods/models of decision making / positive communication where necessary.

Signed:

Date:

ANNEXURE B – SUMMARY OF PROPOSED PERMITTED AGRICULTURAL USES

“Proposed WEV Special Use Zone – Agricultural Area 1, AMRS Planning Scheme 2”

(Applicable to SP 77789, lots 1 to 12.)

Objectives

- To provide a broad range of productive, intensive agricultural and affiliated uses, including retail, as per the objectives of the Witchcliffe Ecovillage Structure Plan.
- Land uses are further controlled by Strata By-laws to ensure village scale and suitability of operations.
- The lots do not have a dwelling entitlement.

“P” land uses:

- Agriculture intensive, including the processing, packaging and sale of produce grown on the premises and in the Witchcliffe Ecovillage.
- Art gallery, where the predominant land use is Agriculture extensive or Agriculture intensive
- Garden Centre
- Industry – Primary Production

“D” land uses:

- Brewery
 - Only on Lots 8, 9, 10 and 11, Strata Plan 77789;
 - Where some ingredients are grown on the premises or in the Witchcliffe Ecovillage; and
 - Excluding tasting and retail sales

“A” land uses:

- Other uses:
 - Where the land use is consistent with the objectives of the Witchcliffe Ecovillage and the Witchcliffe Ecovillage Structure Plan; and
 - Where the land use is an agricultural or agricultural related activity based, based on organic, regenerative or permaculture principles.

Conditions:

1. The size of the lots will limit the extent of agricultural land uses that can be accommodated.
2. Land uses include incidental processing and associated activities linked with produce grown or cultivated on the land.
3. Infrastructure and buildings incidental to permissible uses are anticipated and the approved Local Development Plan/s set out expected built form considerations.
4. Parking for permissible land uses may be provided by combination of private and communal, shared parking arrangement within the Witchcliffe Ecovillage.

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ANNEXURE C – SUSTAINABILITY COMMITMENT AND CODE OF CONDUCT

As an owner, operator and/or member of Witchcliffe Ecovillage Cluster 3D, I have read and understood the Witchcliffe Ecovillage Cluster 3D by-laws, and hereby agree to abide by the by-laws and uphold the Witchcliffe Ecovillage principles of sustainability, inclusivity, responsibility, and respect in all of my actions and relationships with others.

I will follow all grievance, decision making and/or conflict resolution procedures endorsed by the Cluster 3D strata company to the best of my ability to resolve any disputes with fellow members, residents and the strata council.

Signed:

Date:

**ANNEXURE D – WITCHCLIFFE ECOVILLAGE SUSTAINABILITY INFRASTRUCTURE DISCLOSURE
FORM: AGRICULTURAL LOTS**

Please provide this completed form to your selling agent or potential purchasers of your Ecovillage property. Where possible, please provide copies of manuals, warranties, servicing history, etc.

1. Property details	
Address	
Owner	
Builder	
Improvements:	
2. Energy production	
Solar PV brand / type	
Total kW	kW
Orientation and angle of panels	
North	kW @ _____°
West	kW @ _____°
East	kW @ _____°
Inverter brand	
Purchase date	
Warranty	
kW capacity	kW
NMI Smart Meter brand / type	
Purchase date	
Warranty	
3. Electrical Fixtures	Brand / Type
Hot water system	
Purchase date	
Warranty	

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Air conditioner		
Wood pellet heater		Efficiency: Particulates:
Stove top		
Oven		
Lights		
4. Potable Water supply	Brand / Type	Size / capacity
Roof area connected to tanks		m2
Rainwater Tanks		kL
Irrigation Pump Purchase date Warranty		
Composting toilet		
Wastewater system		
Greywater system		
5. Other	Brand / Type	Star rating / capacity / specifications

**Part 2 – By-laws of Significance**

☐ I / ☒ **We**⁴ acknowledge that the following Governance by-laws need consent from a party other than the strata company if they are to be amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

Staged subdivision by-laws⁵: N/ABy-law under planning
(scheme by-laws) condition⁶: 17Exclusive use by-laws⁷: N/AWestern Australian Planning
Commission approval number
(if applicable)⁸:Leasehold by-laws⁹: N/A

⁴ Select one.

⁵ Refer *Strata Titles Act 1985* section 42.

⁶ Refer *Strata Titles Act 1985* section 22.

⁷ Refer *Strata Titles Act 1985* section 43.

⁸ Refer *Strata Titles Act 1985* section 20.

⁹ Refer *Strata Titles Act 1985* section 40.

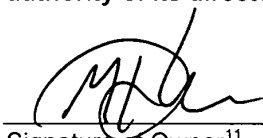
Part 3 – Accompanying documents

- ☐ **Consent Statement**, if applicable
- ☐ **Consent of the Owner of the Leasehold Scheme**¹⁰ to leasehold by-laws or staged subdivision by-laws

Part 4 – Execution

Date of Execution: 31/7/2023

Signed for and on behalf of Sustainable Settlements Pty Ltd (ACN 169 286 337) by the authority of its directors in accordance with section 127 of the Corporations Act 2001 (Cth)



Signature of Owner¹¹

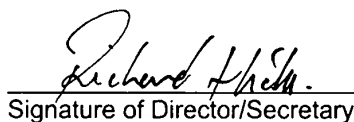
**Michael James Hulme (Sole Director and
Sole Secretary)**
Full Name

Signed for and on behalf of Perron Developments Pty Ltd (ACN 000 230 446) in accordance with section 127 of the Corporations Act 2001 (Cth)



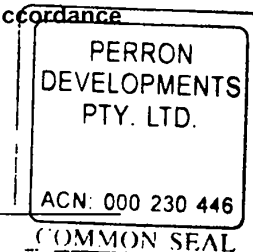
Signature of Director

MICHAEL LEON PETER VERKUYLEN
Director
Full Name



Signature of Director/Secretary

RICHARD LESLIE HICKS
Company Secretary
Full Name



¹⁰ Owner of the leasehold scheme has the meaning in section 3(1) of the Act.

¹¹ To be signed by owner of the land described in the above-mentioned Certificate of Title.



P643719 SB

31 Jul 2023 15:37:52 Perth



SB Scheme By-laws – New Scheme

Lodged by:¹²

Address:

Vicki Philipoff Settlements

Phone Number:

PO Box 1800

WEST PERTH WA 6879

Fax Number:

Ph: 6311 4888 Fax: 6311 4899

Reference Number:

Issuing Box Number:

Instruct if any documents are to
issue to other than Lodging Party

Prepared by:

Torrens Legal

Address:

PO Box 7320

Cloisters Square WA 6850

Phone Number:

08 9235 3500

Fax Number:

08 9235 3501

Reference Number:

200064; Cluster 3D

Titles, Leases, Evidence, Declarations etc. lodged
herewith

- 1.
- 2.
- 3.
- 4.
- 5.

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 0

Landgate Officer Initial: NS

¹² Lodging Party Name may differ from Applicant Name.