

SB

## Scheme By-laws – New Scheme

*Strata Titles Act 1985*

Part 4 Division 4

Scheme Number: **85755**

☐ I / ☒ **We**<sup>1</sup> the owner(s)<sup>2</sup> **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 as<sup>3</sup> **Lot 25 on Deposited Plan 424111** apply to the Registrar of Titles to have the scheme by-laws as set out below registered with ☐ **my** / ☒ **our**<sup>1</sup> 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 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.

<sup>1</sup> Select one.

<sup>2</sup> Insert the name(s) of the owners of land the subject of the plan.

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

- (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-by-law (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-by-law (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 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. ORIGINAL PROPRIETOR 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 original proprietor 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-bylaw (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-bylaw (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.
- (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 residential development 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 its community to:
  - (a) produce as much energy as it consumes;
  - (b) be self-sufficient in water;
  - (c) produce organic fresh food produce;
  - (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 scheme must operate in a manner consistent with, and must promote, the objectives of the Ecovillage referred to in sub-by-law (2) of this by-law.
- (4) The Ecovillage includes common land (**Ecovillage Commons**) intended to:
  - (a) provide infrastructure, facilities and services to the Ecovillage at large; and
  - (b) include conservation areas, recreational areas, water storage (dams) and wastewater treatment facilities and infrastructure for the Ecovillage.
- (5) The Ecovillage Commons is to be owned and administered by Ecovillage Commons Ltd ACN 646 707 486 (**ECL**) a not for profit company limited by guarantee whose ordinary members will be the strata companies for the Clusters in accordance with the planning approval for the Ecovillage.
- (6) The Ecovillage:
  - (a) is intended to be 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) is intended to involve 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) will involve 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.
- (7) Each owner and occupier consents to, and must not make any objection or claim concerning the matters referred to in sub-bylaw (6) provided they are undertaken in accordance with the requirements of any applicable government authority.

### 13. ECOVILLAGE COMMONS LTD (ECL)

- (1) ECL is a company limited by guarantee:
- (a) whose Ordinary Members are to be the strata companies of each Cluster, who are to:
    - (i) each have a number of votes corresponding with the number of lots in that Cluster (excluding common property lots); and
    - (ii) provide representation at General Meetings of ECL as specified in the ECL constitution;
  - (b) who the original proprietors are 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 original proprietors 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) own the Ecovillage Commons and be responsible for its maintenance, upkeep and operation;
  - (b) provide a representative forum for each Cluster (and their owners); and
  - (c) provide a non-potable water supply to each Cluster using the Stormwater Infrastructure.
- (3) ECL will charge its members, being the strata companies of the Clusters (subject to any other persons that may be admitted as members pursuant to the constitution of ECL), for any utilities, such as non-potable water, and goods and services it provides. Such charges are to be reasonable commercial charges based on:
- (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, being the strata companies of the Clusters (subject to any other persons that may be admitted as members pursuant to the constitution of ECL), 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 original proprietor shall pay any such shortfall.

#### 14. ELECTRICITY MICROGRID

- (1) In accordance with the sustainability theme of the scheme, the scheme is serviced by an electricity microgrid and every lot must be provided with a Household Battery at the completion of the construction of the primary dwelling for that 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) The owner must adhere to all energy requirements of the Building Design Guidelines, including installing and maintaining compliant solar panels, inverter/s and a National Metering Identifier (**NMI**) certified meter (as advised by the Scheme Developer) at the time of construction to enable energy trading and billing to occur.
- (5) An owner or occupier must not disconnect any dwelling on their lot from the microgrid or their lot's Household Battery, unless for the purposes of servicing or replacement.
- (6) An owner or occupier may not replace the Household Battery on their lot other than with a battery system of no less capacity than the battery system installed on completion of construction of the primary dwelling, as approved by the strata council acting reasonably.
- (7) To the extent that there is any inconsistency with this by-law and by-law 2, this by-law shall prevail.

#### 15. WATER MANAGEMENT

- (1) The common property, verges and Ecovillage Commons include stormwater collection, treatment and management infrastructure and facilities (**Stormwater Infrastructure**). The lots are to be provided with a deep sewerage service by a wastewater provider licensed by the Economic Regulation Authority of Western Australia.
- (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 those associated with the productive use of the Garden Plots and common property for each Cluster including verge areas; and
  - (b) the scheme must not use another source of non-potable water where the Stormwater Infrastructure is able to meet the non-potable water needs of the scheme.
- (3) An owner or occupier must not:
  - (a) obstruct or interfere with any Stormwater Infrastructure;
  - (b) discharge stormwater from their lot into common property or into another lot in a manner so as to cause erosion or damage;
  - (c) disperse non-potable water provided by ECL onto a private lot;
  - (d) disconnect any dwelling on their lot from the Ecovillage wastewater connection; or
  - (e) provide a greywater system which is not compliant with the standards of the Health Department of West Australia.

- (4) This by-law may not be added to amended or repealed without the consent of the Shire of Augusta Margaret River.

## 16. DEVELOPMENT OF LOT

- (1) The scheme is subject to:
- (a) a local development plan approved by the local government (**Local Development Plan**); and
  - (b) building design guidelines, a copy of which, at the date of registration of these by-laws, forms Annexure B (**Building Design Guidelines**).
- (2) The Local Development Plan may be amended with the consent of the local government.
- (3) The Building Design Guidelines may be amended from time to time by the council to adapt to changes to government policies, building code requirements, availability of materials, sustainable technology innovations and the like.
- (4) An owner must not construct, erect or install, or permit to be constructed or erected or installed on their lot any building or building addition unless:
- (a) it is compliant with the Local Development Plan and Building Design Guidelines;
  - (b) they have first:
    - (i) submitted the building plans (including elevations and external colours and materials) to the council;
    - (ii) the council has approved such plans; and
    - (iii) the building is constructed strictly in accordance with those approved plans. For the avoidance of doubt an owner must not vary any building or building addition from its approved plans without the variations themselves being approved under this by-law);
  - (c) they have first provided a Maintenance Bond in accordance with by-law 19;
  - (d) those works are approved by the strata company pursuant to sections 88 and 89 of the Act (if applicable); and
  - (e) those works are undertaken in accordance with a valid building licence issued by the local government.
- (5) The council may not unreasonably withhold, delay or condition its approval pursuant to by-law 16(4)(b) where the building plans comply with the Local Development Plan and Building Design Guidelines.
- (6) The council may employ an appropriately qualified consultant to assist in the assessment of any building plans 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 council for assessment and approval of building plans must be processed by the council within 45 days of receipt in writing.
- (8) An owner must do all things reasonably required to obtain all necessary approvals (including pursuant to this by-law) and undertake all necessary actions to:
- (a) commence construction of a dwelling on their lot within 24 months of the date they, or their successor in title, settled on the purchase of the lot from the original proprietor; and
  - (b) complete construction of such dwelling within 36 months of the date they, or their successor in title, settled on the purchase of the lot from the original proprietor.
- (9) An owner may apply to the council for an extension to the construction start and completion timeframes referred to in sub-by-law (8) if extenuating financial or personal circumstances apply.
- (10) An owner must and must ensure that their selected builder and subcontractors do:

- (a) manage construction waste so as to minimise such waste and undertake to re-use and recycle construction waste wherever possible;
  - (b) provide a waste management plan to the strata company in accordance with the WA Master Builders' Smart Waste Guide; and
  - (c) minimise (in accordance with normal building practice and the requirements of the local government) any nuisance that construction of that dwelling may cause to neighbouring land owners, including but not limited to nuisance by reason of noise and dust.
- (11) 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.
- (12) An owner or occupier must not remove, disable or allow to become dysfunctional any sustainability infrastructure required by the Building Design Guidelines unless the council provides prior written approval to replace such infrastructure with equivalent infrastructure without compromise of the original sustainability objective.
- (13) For a period of 36 months following registration of the scheme, the strata company and council irrevocably appoint the original proprietor as their agent for the purpose of this by-law, including approving building plans and any request for an extension to construction start or completion timeframes.

## 17. ANCILLARY DWELLINGS

Excluding a Groupie Lot, an owner may construct an ancillary dwelling on a lot provided that:

- (a) the ancillary dwelling does not have a floorplan area exceeding 70m<sup>2</sup> and provides sufficient additional water storage in accordance with the Residential Water Supply Handbook, a copy of which forms **Annexure C**;
- (b) the ancillary dwelling is compliant with:
  - (i) the R-Codes;
  - (ii) the Local Planning Scheme of the local government; and
  - (iii) the Local Development Plan and Building Design Guidelines; and
- (c) the owner complies with by-law 16.

## 18. FENCING

- (1) The fencing for a lot must comply with the relevant requirements of the Local Development Plan and Building Design Guidelines.
- (2) An owner must maintain any boundary fencing in an attractive and functional state.
- (3) An owner must provide and maintain a functional gate or accessway from their lot to their Garden Plot, and clearly define the boundary of their lot with a fence or landscaping.

## 19. MAINTENANCE BOND

- (1) An owner must lodge a bond of \$1,000.00 with the strata company before commencing construction of any building on their lot (**Maintenance Bond**).
- (2) The onus is on the owner to identify any defects to the common property before payment of the Maintenance Bond.
- (3) On completion of the building, an inspection of the common property and verge will be carried out by the owner and a member of the council or the council's representative to identify any damage to the common property and/or verge caused by construction of the building.
- (4) If the inspection is satisfactory and there is no damage to the common property and/or verge requiring repair, the Maintenance Bond must be returned to the owner within 14 days of this inspection.

- (5) If the inspection identifies damage to the common property and/or verge, the strata company shall retain the Maintenance Bond and use the funds to repair the damage. The strata company shall if necessary also levy the owner the cost of repairing any damage should these exceed the amount of the Maintenance Bond (which shall be treated as a levy raised in accordance with the Act against that owner and be payable within 14 days of demand). Should the amount of the Maintenance Bond exceed the cost of repairs the balance of the Maintenance Bond must be returned to the owner within 14 days or completion of the repairs.
- (6) For a period of 36 months following registration of the scheme, the strata company and council irrevocably appoint the original proprietor as their agent and representative to undertake the inspection and organize any required repairs pursuant to this by-law.

## 20. GROUPIE LOTS

- (1) For this purpose of these by-laws, "Groupie Lot" means each of lots 15 - 19;
- (2) Owners acknowledge that the scheme includes the Groupie Lots which are intended to provide affordable housing (owner occupied or rental).
- (3) The floor plan area of a Groupie Lot must not exceed 100m<sup>2</sup>, provided that roof area (including eaves, carport, verandas and sheds) may exceed this in order to ensure adequate rainwater catchment.
- (4) The number of permanent occupants of a Groupie Lot must not exceed 3.

## 21. 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 September 2017 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.

## 22. GARDEN PLOTS

- (1) Each owner is granted the exclusive use and enjoyment of an area of vegetable bed allotment on the common property lot as noted by the respective lot numbers on the plan forming Annexure D (**Garden Plot**).
- (2) An owner:
  - (a) must, in accordance with the sustainability essence and theme of the scheme, maintain an organically managed vegetable and fruit garden and/or plant perennial herbs and/or flowers on their Garden Plot;
  - (b) may allocate their Garden Plot to another owner or occupier for a designated period of time if they are unable to maintain a vegetable garden;

- (c) may delineate their Garden Plot with borders, hedges or raised beds but, subject to sub-bylaw (1), may not fence their Garden Plot or otherwise restrict public access to the pathways that may traverse their Garden Plot;
  - (d) shall be responsible, at the owner's cost, for the care, cleaning and upkeep of their Garden Plot (which must at all times accord with the aesthetics of the scheme as determined by the council acting reasonably, and includes maintaining their Garden Plot to be productive and free of problematic weeds and/or pests in an organic and sustainable manner) and replacement of such fixtures and fittings as may become necessary however excluding items that are to be maintained by the strata company; and
  - (e) must, upon receiving notice from the strata company, carry out any cleaning, upkeep and maintenance to their Garden Plot to ensure it is being maintained in accordance with the requirements of these by-laws and any house rules for the strata company within 14 days of such notice.
- (3) Following registration of the scheme, the original proprietor may:
- (a) freely access; and
  - (b) restrict the access of others to,
- the common property (including Garden Plots) for the purpose of completing works associated with the development of the scheme (**Final Works**). The Final Works may include, but are not limited to, the establishment of the communal facilities of the scheme such as strata electric vehicle charger, landscaping of the common property (including construction of chicken pens, netted orchard, hard landscaping features, and localised amendments to stormwater drainage infrastructure if required) and installation of irrigation network.
- (4) An owner or occupier must not restrict any access to the common property (including Garden Plots) by the original proprietor associated with undertaking and completing the Final Works.
- (5) An owner or occupier acknowledges that:
- (a) the activities associated with the Final Works; and
  - (b) any access or restriction of access to the common property (including Garden Plots) by the original proprietor to undertake the Final Works,
- may adversely impact on the establishment of gardens in the Garden Plots (including damaging or compromising such areas). The original proprietor does not recommend the Buyer establish gardens and the like on the Garden Plots prior to completion of the Final Works.
- (6) An owner or occupier may not make any form of claim (including for loss, damage or compensation) or raise any objection (waiving any right it may otherwise have to do so) concerning the matters referred to in sub-bylaw (3) and (5).
- (7) If, following completion of the Final Works, an owner fails to:
- (a) productively use their Garden Plot (in an organic and sustainable manner) for a period of greater than 6 months; and
  - (b) rectify that failure within 3 months of receiving notice from the strata company requiring rectification,
- the strata company may assume management of that Garden Plot and levy the owner for all costs and expenses of the same (which shall be treated as a levy raised in accordance with the Act against that owner and be payable within 14 days of demand).
- (8) If any children under the age of 6 are occupants of a lot, the owner or occupier of that lot may erect a temporary fence, to be of black pool fencing, with gate access around their Garden Plot for the purpose of restricting their child's access to water bodies in the scheme, however provided that such fencing must not restrict use of any path or the occupier of any neighbouring lot accessing their Garden Plot.

### 23. MANAGEMENT OF VERGES

- (1) The strata company will enter into and periodically update, as required, a verge management agreement with the local government, as per local planning policies.
- (2) In accordance with the sustainability essence and theme of the scheme, an owner must maintain all landscaping provided on the verge of their lot (where the local government approves such landscaping) including fruit trees, shrubs, and drainage swales:
  - (a) in accordance with organic principles;
  - (b) in a manner that will ensure public safety and amenity; and
  - (c) to the satisfaction of the local government (including in compliance with the requirements of the verge management agreement).
- (3) If an owner does not maintain their verge in accordance with the requirements of by-law 23(2), the strata company may carry out any maintenance work reasonably necessary to meet those requirements and levy the owner for all cost and expense of doing so (which shall be treated as a levy raised in accordance with the Act against that owner and be payable within 14 days of demand).

### 24. MANAGEMENT OF COMMUNITY GARDENS

- (1) In accordance with the sustainability essence and theme of the scheme, the strata company will maintain all garden areas located on common property (excluding the Garden Plots or any other area an owner may have been granted exclusive use) as attractive and productive community gardens that facilitate organic food production, community building activities and stormwater management for the benefit of all owners and occupiers.
- (2) The strata company will be responsible for:
  - (a) the financial management of the community garden areas;
  - (b) the implementation of organic gardening principles and practices;
  - (c) project evaluation and decision making with regards to the community garden areas;
  - (d) the organisation of busy bees or community participation activities;
  - (e) the welfare of communally owed animals kept on the common property;
  - (f) the distribution of produce resulting from the community garden areas (which may be on a basis other than unit entitlement and may take into consideration the participation of an owner or occupier in the maintenance and management of the community garden areas); and
  - (g) ensuring that all orchards, composting areas and chicken pens located within community garden areas are maintained free of problematic weeds and/or pests.
- (3) The strata company may form community garden sub-committees and/or working parties as required, which may include non council members, to facilitate the management and organisation of maintenance and activities on community garden areas.

### 25. 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.

## **26. 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 energy, the sale of produce grown on community garden areas, and for the purpose of making such decisions may take into account the participation of each owner or occupier in the specific communal activity and result in a distribution on a basis other than the proportionate unit entitlement between owners.

## **27. 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.

## **28. 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.

## **29. 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 on:
    - (i) the verge that forms part of the road reserve; or
    - (ii) any part of the common property, excluding the common property parking area, except with the written approval of the strata company; and
  - (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 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 gardens not forming part of any lot or the exclusive use area of any lot (such as Garden Plot);
  - (b) pathways;
  - (c) buildings, play equipment and furniture located in community garden areas or otherwise comprising common property;
  - (d) the microgrid;
  - (e) any security lighting within the common property; and
  - (f) 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) or the family of such an occupier;
- (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 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 government or any other government or regulating authority;
- (ii) causes noise or inconvenience to the occupiers of any neighbouring properties; and
- (iii) allows any undue noise, odours or other matters which would unreasonably cause damage, nuisance or disturbance 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 a party) 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 (except any plants located on the Garden Plot or any other exclusive use area allocated to that owner's or occupier's lot);
- (b) plant any tree, shrub or plant on common property other than any tree, shrub or plant on their Garden Plot in accordance with Schedule 1 by-law (1), and subject to paragraph (c);
- (c) plant any tree or shrub over the height of 2 metres on their Garden Plot;

- (d) construct or erect any building, shed, greenhouse, treehouse or other structure on common property;
- (e) use non-organic fertilisers, herbicides or pesticides on common property; or
- (f) disperse irrigation water provided to the community garden areas in a wasteful manner or on their own lot.

## **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, food production or recycling and waste management and the rubbish or material is suitable for that purpose.

## **9. ADDITIONAL DUTIES OF OWNERS/OCCUPIERS**

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) not use chemical pesticides, herbicides, and/or fertilisers within a lot or community garden areas, including exclusive use areas, unless the products are allowed by the Witchcliffe Ecovillage Organic Garden Handbook a copy of which will be retained by the strata company and may be amended from time to time by the council in order to accommodate future changes to organic practices and product availability;
- (c) not allow any vegetation on their lot of Garden Plot to obstruct the solar access of approved buildings, neighbouring Garden Plots or the photovoltaic (PV) panels of any other lot; and
- (d) not excavate a hole deeper than 500mm on common property, easement areas or verges without first consulting the council to ensure that the safety and integrity of the wastewater or microgrid infrastructure is preserved.

## **10. NOTICE OF ALTERATION TO LOT**

An owner of a lot must not alter or permit the alteration of the structure of the 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. GARDENS AND LANDSCAPING WITHIN A LOT**

An owner or occupier must maintain the gardens and landscaping of that lot to a reasonable standard in keeping with the appearance of the scheme and the Ecovillage Sustainability Objectives including, without limitation, ensuring that:

- (a) all plants are cared for in accordance with organic principles; and
- (b) vegetation does not obstruct the winter solar access of approved buildings and solar panels on any other lot.

## **12. VERMIN, PESTS AND INSECT INFESTATION**

- (1) An owner or occupier must keep their lot clean and reasonably free from 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, including Garden Plot areas, without the prior written approval of the council;
  - (b) on their lot unless the poison is formulated to have a reduced risk to non-target species, and is contained within a bait station; or
  - (c) on their lot unless the poison or non-organic chemical is an allowable input as scheduled in the Witchcliffe Ecovillage Garden Handbook.

## **13. 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.

## **14. 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.

## **15. 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 domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **16. 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 household waste 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.

## 17. SUSTAINABILITY COMMITMENT AND CODE OF CONDUCT

- (1) The scheme must adopt and implement a commitment and code of conduct concerning sustainable living (**Sustainability Commitment and Code of Conduct**).
- (2) The initial Sustainability Commitment and Code of Conduct forms Annexure E 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.

## 18. 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).

## 19. NO SMOKING

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

## 20. 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 (including the use and enjoyment of the community gardens and recreational facilities) (**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.

## 21. SHORT STAY USE

An owner must not lease or licence a dwelling located on their lot as short stay accommodation unless the owner or other manager of that accommodation:

- (a) is a resident of the main or ancillary dwelling on the lot or another lot in the scheme;
- (b) is the manager of a tourism accommodation management company lawfully operating from a premises in the Ecovillage;
- (c) provides at all times to the council the current 24-hour accessible contact details of the owner or any other manager of that accommodation;
- (d) maintains approval for short stay accommodation from the local government in accordance with all applicable policies and regulations;
- (e) maintains an appropriate level of insurance required for short stay accommodation;
- (f) ensures all health and safety requirements pertaining to short stay accommodation are complied with;
- (g) takes all reasonable steps to ensure that all tenants are informed of and observe the strata company by-laws;

- (h) takes all reasonable steps to ensure that all tenants do not behave in a manner likely to interfere with the peaceful enjoyment of any owner or occupier of any other lot or any person lawfully using the common property; and
  - (i) manages and advertises the short-stay accommodation as environmentally friendly sustainable accommodation in line with the overarching theme and vision of the Ecovillage.
- (2) For the purposes of this by-law short stay occupation means a period of occupation of less than 90 days or as otherwise defined by planning policies of the local government.

## 22. 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, excluding a lease for a period of less than 30 days, 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 (unless the lease is for a period of less than 30 days) and ensure that such lease states that any non-compliance with the by-laws of the strata company shall be a default under the terms of such lease.

## 23. 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 F.
- (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 Local Development Plan and Building Design Guidelines.

## 24. KEEPING OF PETS

- (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; and
  - (e) an unregistered or dangerous dog under the Dog Act 1976.
- (2) An owner or occupier may keep within their lot without the consent of the strata company 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 any cat on or within their 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) dogs must be housed inside a building on the lot between the hours of 7:00pm and 6:00am to protect nocturnal wildlife and reduce risk of nuisance barking;
  - (c) when in or on any other part of the common property, including Garden Plot areas, the animal is at all times restrained on a leash or in a suitable temporary cage (e.g., chicken tractor); and
  - (d) 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 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-by-law (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 more than 5 breaches for which notice is provided to the owner or occupier concerning that dog in any 12 month period.

## **25. 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 5A 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 Strata Council, including information about a proprietor or occupier.
3. Act in the best interests of the Strata 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 Strata 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 Strata Council other than in exceptional circumstances.
7. Comply with Strata Council processes and procedure as determined by the Strata Council from time to time, including using agreed upon decision making and communication models.
8. Disclose to the Strata Council any conflict of interest I may have in a matter before the Strata Council and not vote on such matters.
9. Resolve conflicts or disagreements in a timely and respectful manner, with recourse to Strata Council endorsed methods/models of decision making / positive communication where necessary.

Signed:

Date:

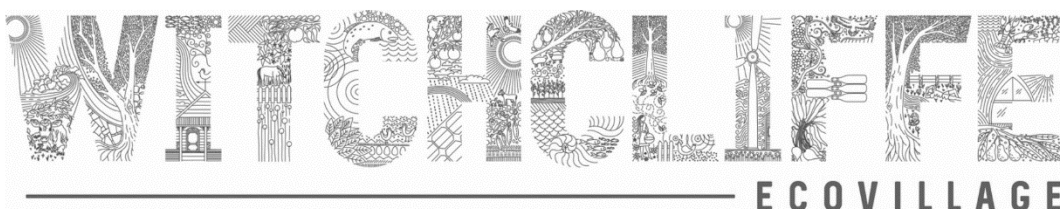


## **ANNEXURE B - BUILDING DESIGN GUIDELINES**

Please access Annexure B – Building Design Guidelines via the following link:

<https://www.ecovillage.net.au/download/16861/>

## ANNEXURE C - RESIDENTIAL WATER SUPPLY HANDBOOK



## Water Handbook 2020

SUSTAINABLE SETTLEMENTS

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## Introduction

### The Ecovillage

The Witchcliffe Ecovillage is a unique sustainable housing development in Western Australia which aims to be 100% self-sufficient in renewable energy, water and organic fresh produce.

This guideline provides advice and sets out the minimum requirements to ensure that all new dwellings in the Ecovillage are reliably provided with a potable water supply.

### Water Supply in Witchcliffe

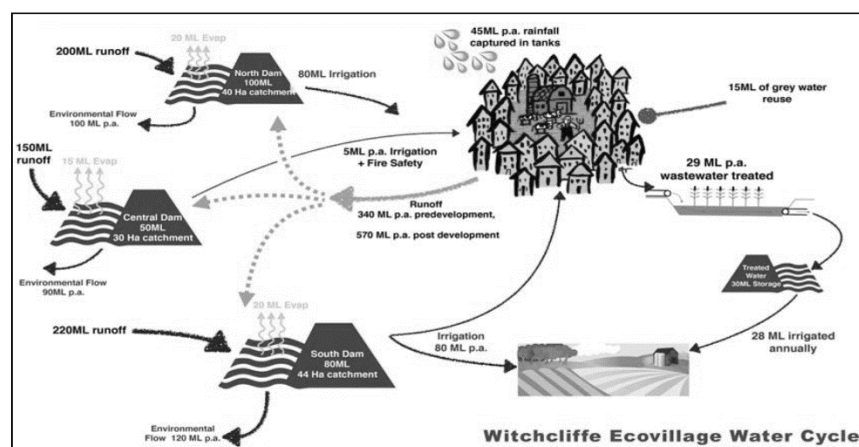
A mains water supply is not provided by WaterCorp in Witchcliffe, so each Witchcliffe Ecovillage dwelling must be designed to collect and store enough rainwater to provide for all household and private garden water requirements.

Residents in regional WA have reliably used rainwater tanks for their water requirements for many decades. The supply of rainwater makes use of a resource created by the roofs of houses, which in a conventional urban environment is simply drained away to the nearest water body, often causing environmental impacts downstream. Collecting rainwater for household use avoids the "hidden" offsite impact of many Australian scheme water supplies, including groundwater extraction, water treatment, extensive pipelines, pumping stations and dam infrastructure, energy for pumping and desalination, and impacts on water catchments, streams and wetlands. There are a number of excellent resources available to guide you in providing and managing your own water supply (see References, p. 11) however, we strongly recommend that you read the Australian Government Department of Health publication, "Guidance on use of rainwater tanks."

### Water Supply in the Ecovillage

All water required by the Ecovillage community will be captured from natural rainfall and stored onsite in household tanks and dams. Water modelling for the project has been based on 30-year worst case rainfall data, from data recorded onsite by the Bureau of Meteorology weather station. Water for the community gardens (including your exclusive use veggie garden area), agricultural lots and public landscaping irrigation requirements is supplied by the Ecovillage Commons Ltd from the Ecovillage's three dams, which capture all of the additional stormwater created by the urban footprint of the Ecovillage.

Figure 1. Witchcliffe Ecovillage Water Cycle



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## Stormwater

Stormwater in the Witchcliffe Ecovillage will be collected and conveyed in surface water features that have been created to mimic natural ponds and streams, planted with native reeds and plants. Run-off from roads will be collected in landscaped swales, which provide biofiltration to remove pollutants, and will be directed via reconstructed streamlines through the community gardens where further treatment areas incorporating biofilters, riffle and wetlands will provide additional cleansing.

Treated stormwater collected and stored in dams will be used for irrigating community gardens, recreation areas, landscaping and agriculture throughout the Ecovillage. Extensive modelling has been carried out to ensure the Ecovillage has plenty of water, even in low rainfall years, to grow food in our community gardens and agricultural lots.



## Wastewater Recycling

The Witchcliffe townsite does not currently have a connection to a centralised wastewater service, so the Ecovillage will provide a state-of-the-art small-scale wastewater treatment plant at the southern end of the project, on Davis Rd. It is located on Ecovillage Commons Ltd owned land and will be operated by an Economic Regulatory Authority (ERA) licenced wastewater provider, TMC Witchcliffe. The ERA is a WA State authority which regulates the annual fees of private service providers to ensure that households are charged fairly and provided with a perpetual service which complies with all regulations. The plant will use renewable energy to clean the Ecovillage's wastewater using a treatment system designed around a modular bioreactor that will expand as the Ecovillage grows. The system comprises screening, treatment in a bioreactor to remove nutrient and organic matter, a lagoon to store cleaned agricultural "A" grade recycled water for seasonal use, and re-use of treated water for horticulture and agroforestry areas located at the south western end of the project. The irrigation areas have been planted with a trial avocado orchard and a coppiced eucalypt, casuarina and poplar plantation for providing mulch to the future Ecovillage community gardens.

Education and resources will be provided to the community to ensure the use of environmentally friendly cleaning products throughout the Ecovillage. Wastewater costs will be similar to Water Corp's wastewater fees in Margaret River, which are approximately \$1,200 per house per annum. As a comparison, new houses in the Witchcliffe area without a deep sewerage service must install a stand-alone treatment system (ATU) which costs approx. \$15,000, and pay to have the system serviced every 3 months and pumped out every 2 to 5 years.

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## Planning for Your Water Needs

### Rainwater Tanks

Individual tanks are required for each Ecovillage property to comply with state legislation, as it is illegal in Western Australia to supply water for domestic use from one property to another without a license from the Economic Regulation Authority. This requirement ensures that each property owner is responsible for their own water quality and adequate storage volume.

The Witchcliffe Ecovillage Building Design Guidelines specify Zincolume tanks for all tanks visible from streets, path networks and community gardens, to ensure a common aesthetic. Poly tanks are a slightly cheaper option but may not be as durable when exposed to direct sun and will require screening in visible locations. Below ground concrete tanks are more costly due to excavation and construction costs, however, they are an option to explore for anyone wanting to maximise their garden space. Slimline tanks and bladder storage are also relatively expensive options; however, they can provide supplementary storage under decks and eaves if needed.

### How Much Water Is Required?

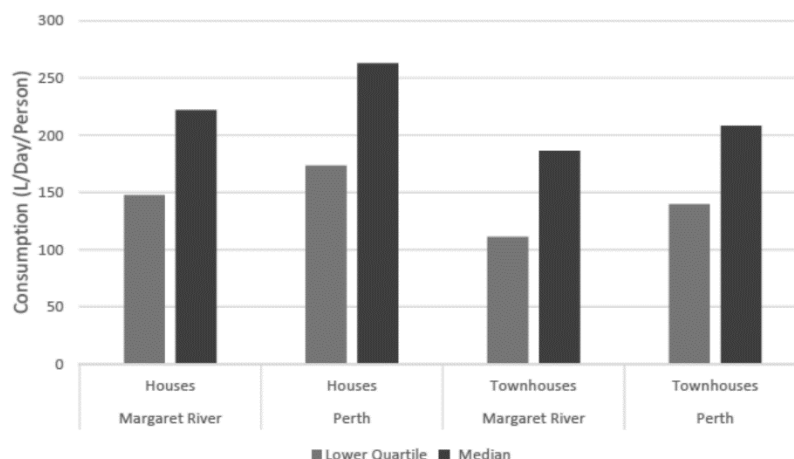
Our minimum water storage recommendations reflect the aspirations of the Witchcliffe Ecovillage community to be water efficient households. The recommendations assume that all households will be constructed with water efficient fixtures and fittings, and that household water consumption will be monitored via tank level indicators and flow meters. These water efficiency measures are specified in the Witchcliffe Ecovillage Building Design Guidelines (2020).

*The minimum quantity of water recommended for a water efficient household connected to a rainwater tank in the Witchcliffe Ecovillage is 100 litres per person per day.*

This is the amount of water recommended for internal household use and does not include an allowance for gardens and lawns. This is substantially lower than the average Perth water consumption figures of 246 litres per person per day (L/p/d), however, this figure combines all household and garden use (including pools and spas). Unfortunately, there is currently no data available that provides the average water use of households which are reliant on rainwater tanks for 100% of their water supply, but there is sufficient evidence to assume that:

- water usage is substantially lower in the Margaret River region than in Perth (see Figure 1 below);
- water usage by residents supplied from rainwater tanks is lower than residents supplied from scheme water; and
- water usage in dwellings constructed with water efficient fixtures and appliances is less than the average dwelling connected to scheme water (e.g., "Josh's House," see Appendix 1, which uses approx. 50 L p/p/d.)

Figure 2. Water Consumption Comparison, Margaret River and Perth Regions, (Sustainable Trust).



The amount of water your household will require will be determined by:

- the number of bedrooms/occupants,
- water use practices within the household
- the efficiency of household fixtures such as taps, showers, toilets and appliances,
- the water you require for your garden, and
- whether you provide a greywater system.

The following table breaks down average household water use and demonstrates that 100 L per person per day (L/P/D) is easily achievable in a thoughtfully designed house. In reality, water use in houses may not be a constant 100 L/person/day through the year, as people with water tanks tend to use water more freely in winter when their tank is overflowing and naturally conserve water more diligently during a dry summer.

Table 1. Standard vs Efficient Household Water Consumption\*

| Water use<br>(excluding garden<br>use)              | Standard water<br>consumption<br>L / Person / Day | Efficient water<br>consumption<br>L / Person / Day |
|-----------------------------------------------------|---------------------------------------------------|----------------------------------------------------|
| Shower:<br>1 shower per day                         | 63                                                | 42                                                 |
| Washing machine:<br>1/4 load per day                | 20                                                | 7.5                                                |
| Dishwasher:<br>1 load per day                       | 19                                                | 9                                                  |
| Toilet:<br>4 flushes per day                        | 14                                                | 14                                                 |
| Taps:<br>5 mins running time<br>per day             | 45                                                | 20                                                 |
| Other:                                              | 5                                                 | 5                                                  |
| <b>Total</b>                                        | <b>166</b>                                        | <b>97.5</b>                                        |
| <b>Calculations based on:</b>                       |                                                   |                                                    |
| Shower time                                         | 7 mins                                            | 7 mins                                             |
| Shower<br>3 WELS star                               | 9 L / min                                         |                                                    |
| Shower<br>4 WELS star                               |                                                   | 6 L / min                                          |
| Taps<br>3 WELS star                                 | 9 L / min                                         |                                                    |
| Taps<br>4 WELS star                                 |                                                   | 4 L / min                                          |
| Dishwasher<br>2 WELS star                           | 19 L per load                                     |                                                    |
| Dishwasher<br>6 WELS star                           |                                                   | 9 L per load                                       |
| Washing Machine<br>6 kg top loader<br>3 WELS star   | 80 L / load                                       |                                                    |
| Washing machine<br>6 kg front loader<br>6 WELS star |                                                   | 30/ load                                           |
| Toilet<br>4 WELS star                               | 3.5 L                                             | 3.5 L                                              |

\* Based on information provided on the Australian Government Water Rating website:  
<https://www.waterrating.gov.au/choose/compare>

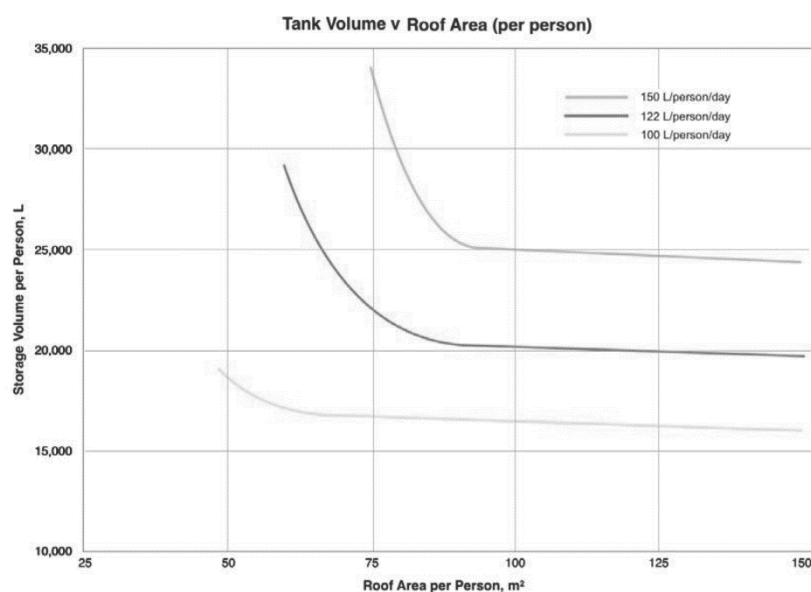
## Roof Area and Tank Sizes

The Water Storage Guide (Figure 2, below) provides roof area and tank size recommendations based on:

- The daily rainfall patterns recorded at the Witchcliffe Bureau of Meteorology recording station over the previous 15 years.
- Losses of 10% from splashing and first flush diverters.
- 10% additional provision to allow for potential rainfall reduction or drought events.
- Regular daily water use patterns consistent with internal household use.
- 100% of water supply inside the house being provided from the rainwater tank.
- No allowance being made for external garden use.
- The usable water tank storage volume (excluding any volume below the outlet pipe or above the overflow level).
- Provision of gutters that are sized adequately to capture rainfall without overflowing.

As a rough guide, all dwellings in the Witchcliffe Ecovillage must provide a minimum roof area of 50m<sup>2</sup> per person and a storage volume of 18,750 L/person. The Water Storage Guide provides tank and roof sizing to supply the minimum 100L/person/day, as well as 122 L and 150 L, to assist owners who may wish to provide a larger water supply.

Figure 3. WEV Water Storage Guide



The total roof area may include the carports, eaves, sheds, pergolas and other structures, however these roof areas must be guttered effectively and connected to the tank.

If you choose to provide the minimum roof area and tank size, you should aim to manage your water supply efficiently by using high efficiency fixtures and appliances where possible (with a focus on the big water consuming items like showers and washing machines). Installing an advanced greywater system can also extend your water supply by re-using treated greywater to flush toilets (see p. 9, Innovative Solutions).

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## Number of Occupants and Dwelling Requirements

The water collection and storage provision for new dwellings needs to cater for the current owners' needs and also needs to give consideration to future requirements. In order to ensure that there is adequate water supply available for current and future needs, and to satisfy local government requirements, dwellings at the Witchcliffe Ecovillage should:

- Provide minimum storage volume to meet **their proposed occupancy** rates;
- Provide sufficient roof area and demonstrate that additional storage can be provided if required in the future for above ground tanks to meet **standard occupancy** rates;
- Show the maximum occupancy permissible for the dwelling on the building plans based on the actual roof area and storage volume area provided and to disclose this information to future purchasers on sale of the property.

The Residential Water Supply Guide assumes two occupancy rates:

- **proposed occupancy:** the actual number of residents that will occupy the dwelling when it is built; and
- **standard occupancy rates** (that relate to the number of bedrooms per dwelling) for which adequate roof catchment area must be provided and sufficient space provided to allow future additional tank storage to be installed (see Table 2, WEV Minimum Roof Areas / Water Storage Volumes).

Please note, if you have frequent long-term visitors, you may wish to provide additional storage capacity at your discretion.

Table 2. WEV Minimum Roof Areas and Water Storage Volumes

| Bedrooms | Standard Occupancy | Recommended minimum storage volume provided | Minimum Storage Volume which must be planned for (area for tanks) | Minimum Roof Area to be provided |
|----------|--------------------|---------------------------------------------|-------------------------------------------------------------------|----------------------------------|
| 1        | 2                  | 18,750 L                                    | 37,500 L                                                          | 100 m <sup>2</sup>               |
| 2        | 3                  | 37,500 L                                    | 56,250 L                                                          | 150 m <sup>2</sup>               |
| 3        | 3                  | 37,500 L                                    | 56,250 L                                                          | 150 m <sup>2</sup>               |
| 4        | 4                  | 56,250 L                                    | 75,000 L                                                          | 200 m <sup>2</sup>               |
| 5        | 5                  | 75,000 L                                    | 93,750 L                                                          | 250 m <sup>2</sup>               |

These guidelines allow you to provide a lesser water storage volume initially as long as you can demonstrate that adequate space is allowed for additional tank storage to be provided in the future to cater for standard occupancy rates. The rationale for this approach is that tank storage can readily and economically be expanded in future if required if sufficient undeveloped space is provided on the lot.

This allows a degree of flexibility for the original household while ensuring that the dwelling's future residents' water requirements can be met. Therefore, if you are 2 people living in a 3 bedroom house, you can provide 150m<sup>2</sup> of roof space, 37,500 L of tank storage, and space on your lot where an additional 18,750 L of tank storage could be installed in the future if your household size increases.

The area set aside for future tank expansion must be located in accordance with the requirements of Local Development Plans and the building design guidelines applying to the lot. The provisional storage area must be for above ground tanks as underground tanks are considerably more costly and access for excavation and installation of underground tanks may be difficult and highly disruptive in the future. (Note that this does not prevent the required storage volume being provided in underground tanks.)

A Water Budget template to assist with your calculations is provided at Appendix 2.

A basic plan showing an example layout for a 2-bedroom dwelling with tanks on a Groupie lot is attached at Appendix 3.

## Higher Than Standard Occupancy

The maximum occupancy of dwellings is more difficult to determine. While the Augusta Margaret River Shire's health local laws provide some guidance based on minimum air volumes, these provide for very high occupancy rates that are rarely, if ever, experienced for extended periods. Maximum occupancy rates have therefore not been included in these guidelines.

Occupancy rates that are higher than the standard occupancy rates specified in Table 1 are not uncommon in the region and typically occur with large families or large houses designed for shared use or short stay accommodation. Occupants of dwellings that wish to inhabit dwellings at higher than the standard occupancy rates specified above need to make their own determination of whether the roof area and water storage volume provided will meet their individual circumstances, using the WEV Water Storage Guide (figure 2) to assist their calculations.

## Water Use Outside of the Home

The minimum water guidelines for dwellings at the Witchcliffe Ecovillage do not provide any allowance for water use outside of the house for garden and lawn irrigation, car washing, swimming pools, spas, etc.

Residents are provided with irrigated vegetable beds, orchards and recreation areas within their community garden, but the Ecovillage Commons company is not licenced to provide water to private lots. Where residents wish to have irrigated gardens or lawn on their lot, they will need to source this water within their own lot. This may require the provision of additional rainwater collection and storage or the installation of a greywater reuse system.

Around 75 litres of water per person per day is likely to be available from greywater reuse systems. This will provide sufficient water for irrigating approximately 40m<sup>2</sup> of garden or lawn per person based on a maximum summer irrigation rate of 2mm per day. Native and hardy Mediterranean plants do not need summer irrigation in the Margaret River area once established, so it is possible to create a beautiful low water garden, with the added benefit that native gardens provide habitat for native birds, insects and marsupials.

Greywater reuse systems approved for use in Western Australia are listed on the WA Department of Health web site at [http://ww2.health.wa.gov.au/Articles/A\\_E/Approved-greywater-systems](http://ww2.health.wa.gov.au/Articles/A_E/Approved-greywater-systems). The installation of greywater systems requires approval from the local government health officers. All dwellings at the Witchcliffe Ecovillage are required to have plumbing that will facilitate the installation of greywater reuse systems. It is recommended that property owners considering the installation of a grey water reuse system include an application for greywater reuse approvals with their building approvals.

A code of practice for the use of greywater systems is also provided by the Department of Health and is available on their website at

[http://ww2.health.wa.gov.au/~media/Files/Corporate/general%20documents/water/PDF/Code\\_of\\_practice\\_for\\_the\\_reuse\\_of\\_greywater\\_in\\_WA\\_010\\_v2\\_130103.ashx](http://ww2.health.wa.gov.au/~media/Files/Corporate/general%20documents/water/PDF/Code_of_practice_for_the_reuse_of_greywater_in_WA_010_v2_130103.ashx)

The installation of groundwater bores on private lots may be permissible, however groundwater bores are unlikely to provide a reliable or sufficient water supply in this location given the soil profiles on the site.

The supply of dam water to private lots is not permitted. Dam water allocations are provided exclusively for irrigation to community gardens, landscaping, public open space and agricultural production. The Ecovillage Commons Pty Ltd is not licensed to provide water to private residential lots.

## Innovative Solutions

Roof areas or water storage volumes less than the minimum requirement will be permitted where an alternative or innovative solution is provided. An example is installation of an **advanced greywater treatment system** that recycles greywater for toilet flushing and laundry use. Such a system could reduce the rainwater requirement for a dwelling to around 60 L per person/per day with corresponding reductions in the minimum roof area and tank storage volume.

For more information on advanced greywater systems, see the Josh's House Water System Design Factsheet (<http://joshshouse.com.au/wp-content/uploads/2013/10/131004-Joshs-House-Water-System-Design-Factsheet1.pdf>) and the Greywater and Wastewater Industry Group website (<https://www.gwig.org/>).

Lower than minimum roof area and storage volumes due to innovation will be considered on a case by case basis and should be submitted with your water budget to the Ecovillage Design Team during your house approval process (see Witchcliffe Ecovillage Building Design Guidelines).

## Managing Your Water Supply

Residents of the Witchcliffe Ecovillage will take an active role in managing their own water supply and in return will have no ongoing water bills, a high quality rainwater supply, reduced exposure to chemicals used for water treatment, and the satisfaction that their water supply does not have an off-site impact on natural streams and wetlands.

### Managing Water Quality

To maintain a high quality of water fit for drinking in your rainwater tank, there are a few simple maintenance tasks that are required. These include keeping your gutters clean, ensuring pre tank filtration measures such as first flush devices and strainer baskets are clean and functional, and that post-tank filtration devices (membranes, UV filters, etc.) are maintained and serviced as required.

The Australian Government Department of Health has compiled an comprehensive guide on managing water quality from rainwater tanks and is available on their website at [https://www.health.gov.au/internet/main/publishing.nsf/Content/0D71DB86E9DA7CF1CA257BF0001CBF2F/\\$File/enhealth-raitank.pdf](https://www.health.gov.au/internet/main/publishing.nsf/Content/0D71DB86E9DA7CF1CA257BF0001CBF2F/$File/enhealth-raitank.pdf).

The guide highlights that simple preventative maintenance actions will maintain the quality of your water supply and is recommended reading for owners and residents with water supplied from rainwater tanks.

Please note that rainwater stored in non-concrete tanks is naturally slightly acidic, so to avoid the potential for copper to leach into drinking water from water pipes, the [Witchcliffe Ecovillage Building Design Guidelines](#) require the use of HDPE and/or butelane piping throughout your home. While the natural pH of rainwater is of no risk to health, simple measures can be taken to re-mineralise your water and raise the pH of your drinking water if you have any concerns (e.g., through adding bicarbonate of soda periodically to the tank, using an alkalising filter system, or hanging a bag of limestone chips in the tank).

### Managing Water Quantity

Just as you have a gauge on your car to ensure you don't run out of fuel or battery charge, a system to measure water usage and available tank storage will help you manage your water use to ensure you do not run out of water and to alleviate any worry about your water supply. There are a number of ways that this can be done:

- Probably the least sophisticated, but still one of the most common methods on rural properties around the region, is to keep an eye on your tank water level by looking in the opening at the top of the tank. Even with other methods, looking in the hatch is still a good backup system.
- A simple tank indicator which reads water level via a float and raises and lowers a big red arrow on the outside of the tank accordingly provides a quick visual indication of your tank water level. This is highly recommended, as a well-located tank gauge gives regular feedback for minimal effort and when tank levels are low it helps to support and reinforce efficient use of water in the house.
- Electronic water meters and tank level gauges are now available at affordable prices and can be combined with solar energy monitoring systems so that you can have real time information about your energy and water use and storage levels on your phone or computer.

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## Appendix 1. Examples of Water Efficient Dwellings with Rainwater Supply

To help residents have a better understanding of how rainwater tanks have been successfully included as the water supply for other highly water efficient dwellings in an urban setting, the following examples are provided.

### *Josh's House*

Josh Byrne lives with his young family of four in the house he built to demonstrate how sustainability can be incorporated into a regular house within a reasonable budget. Josh has also installed an extensive array of meters to record how water and energy is used in the house and he provides this information in both real time and in reports of historical usage on his website. Josh's House is one of the most extensively monitored and reported houses for water and energy in Australia. In his first annual performance report, Josh recorded an average water consumption of 50L/person/day.

<https://joshshouse.com.au>

<https://joshshouse.com.au/wp-content/uploads/2014/11/141121-JH-Year-1-Performance-Report-Design-Version.pdf>

### *Sustainable House, Michael Mobbs*

Michael Mobbs and his family of four including two teenage kids lived in a terrace house in Sydney and disconnected from scheme power and water in 1996. The Mobbs family monitored their water use for many years and reported using approximately 88L/person/day. This included using recycled water for toilet flushing and clothes washing. The family collected all of their rainwater from the tiny roof of an inner-city terrace house.

[www.sustainablehouse.com.au](http://www.sustainablehouse.com.au)

<https://www.sustainablehouse.com.au/water>

## Appendix 2 - Household Water Budget Template

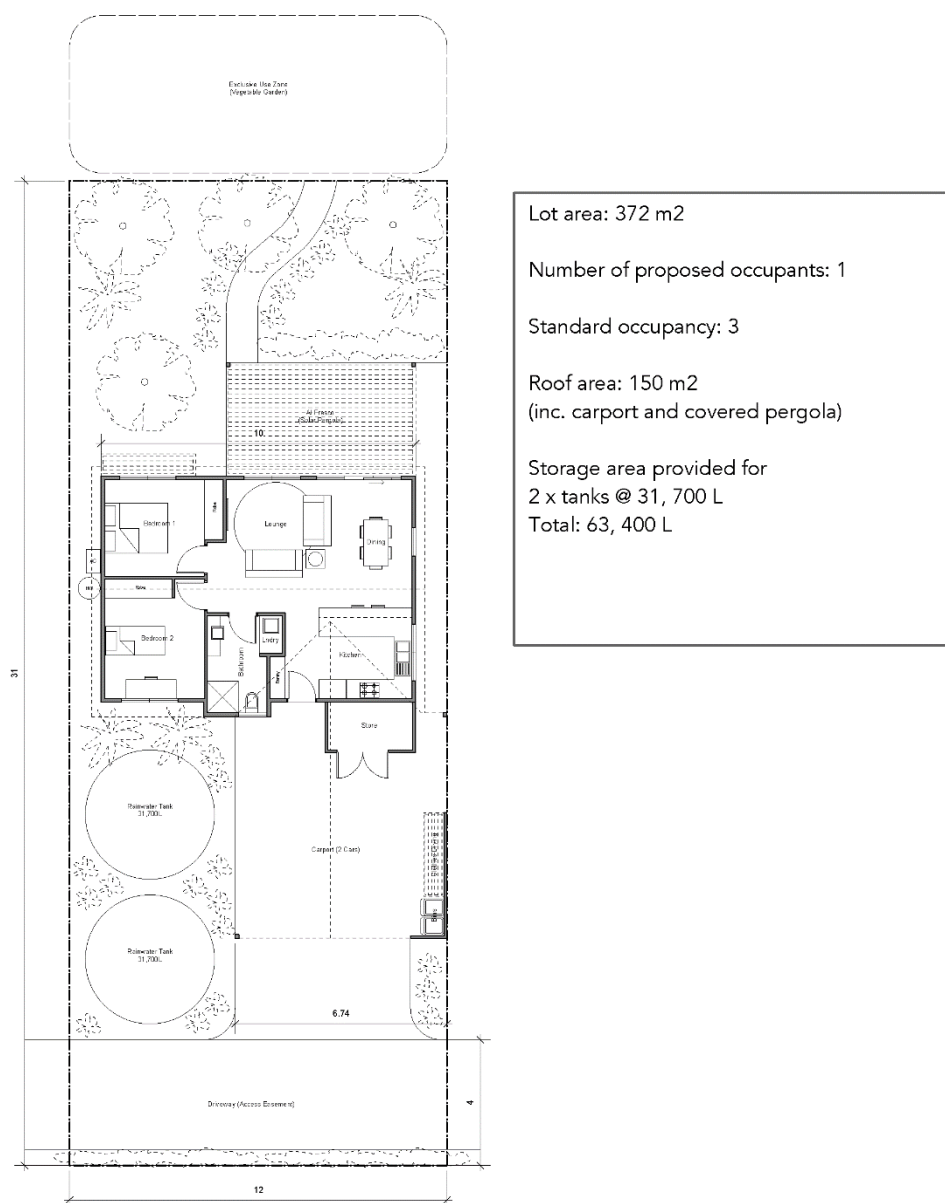
This template references the Witchcliffe Ecovillage Residential Water Supply Handbook 2020, in particular Figure 2, WEV Water Storage Guide (p.6) and Table 2, WEV Minimum Roof Areas and Water Storage Volumes (p.7). An accurate Household Water Budget must be provided to the WEV Design Team during the building application process, as well as to prospective purchasers if the house is sold in the future.

| Property details                                                                                                                                                      |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.1 Lot number                                                                                                                                                        | Lot     |
| 1.2 Cluster number                                                                                                                                                    | Cluster |
| 1.3 Address                                                                                                                                                           |         |
| 2. Dwelling details                                                                                                                                                   |         |
| 2.1 No. of bedrooms                                                                                                                                                   | beds    |
| 2.2 Standard occupancy rate (see Table 2, p. 7)                                                                                                                       | people  |
| 2.3 Total roof area (including carports, sheds)                                                                                                                       | m2      |
| 2.4 Roof area connected to rainwater tanks                                                                                                                            | m2      |
| 2.5 Greywater system (if provided)<br>(e.g., advanced treatment, greywater diverter, or N/A)                                                                          |         |
| 3. Owner/Occupant Details                                                                                                                                             |         |
| 3.1 Proposed permanent occupants                                                                                                                                      | people  |
| 4. Water Consumption                                                                                                                                                  |         |
| 4.1 Consumption target<br>(not less than 100 L/person/day)                                                                                                            | L /p/d  |
| 5. Required Roof Area                                                                                                                                                 |         |
| 5.1 Minimum roof area required<br>(based on bedrooms / standard occupancy rate, Table 2, p. 7)                                                                        | m2      |
| 5.2 Proposed roof area<br>(calculated from WEV Water Storage Guide (p.6) using<br>proposed permanent occupancy rate in 3.1 and daily water consumption target in 4.1) | m2      |
| 5.3 Required Roof Area<br>(greater of 5.1 and 5.2)                                                                                                                    | m2      |
| 6. Water Storage                                                                                                                                                      |         |
| 6.1 Actual water storage capacity required<br>(based on proposed permanent occupancy and roof area,<br>using WEV Water Guide @ 100 L /p/d)                            | L       |
| 6.2 Standard water storage capacity required<br>(based on standard occupancy and roof area using WEV Water Storage Guide @ 100 L /p/d)                                | L       |
| 6.3 Required water storage to be planned for on lot layout<br>(greater of 6.2 and 6.3)                                                                                | L       |
| 6.4 Water storage provided in design:<br>_____ x tank/s @ _____ L                                                                                                     | L       |
| 6.5 Water storage capacity provided in lot layout:<br>Space for an additional _____ x _____ L tank/s                                                                  | L       |

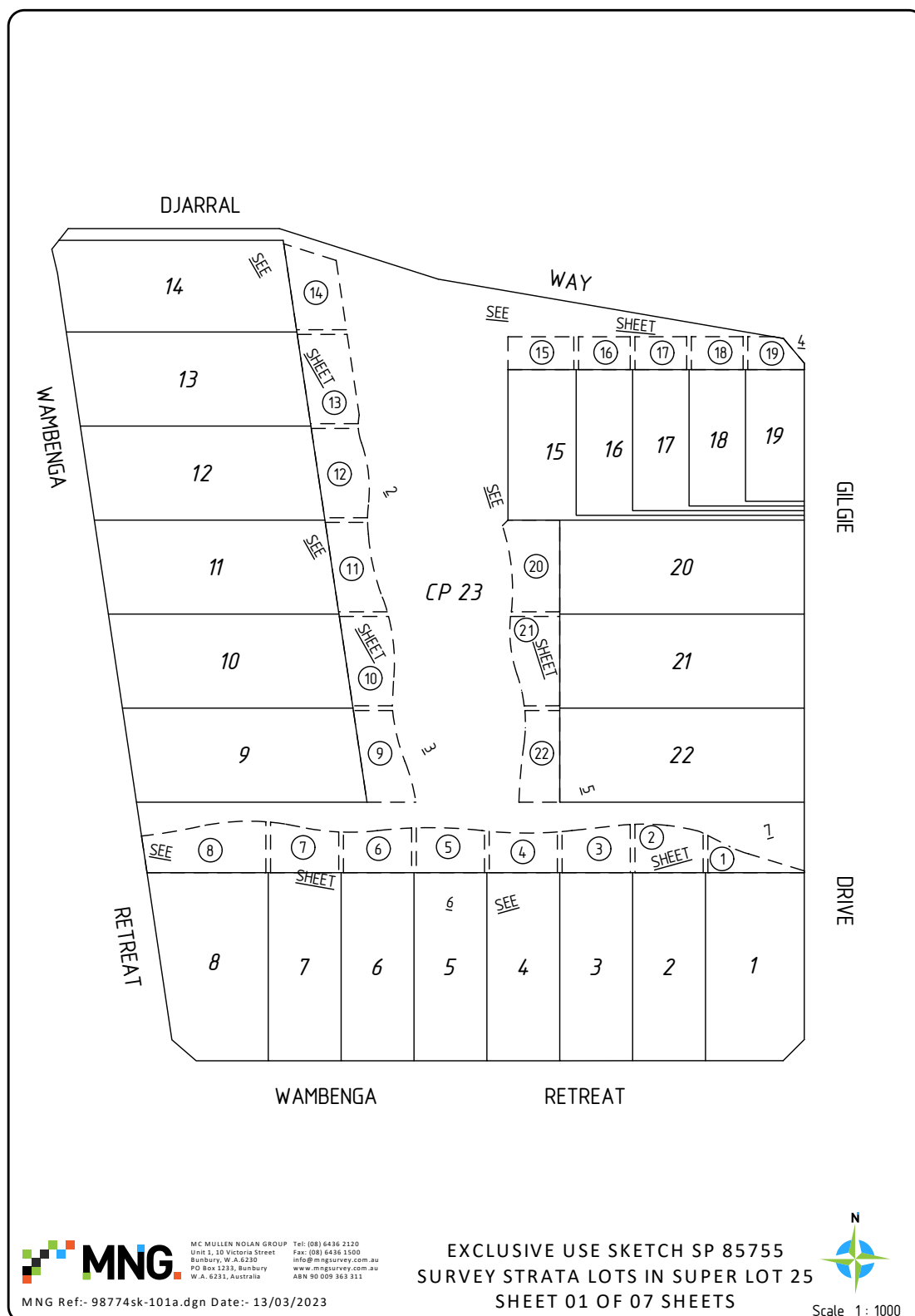
### Appendix 3. Example Water Budget, Groupie Lot

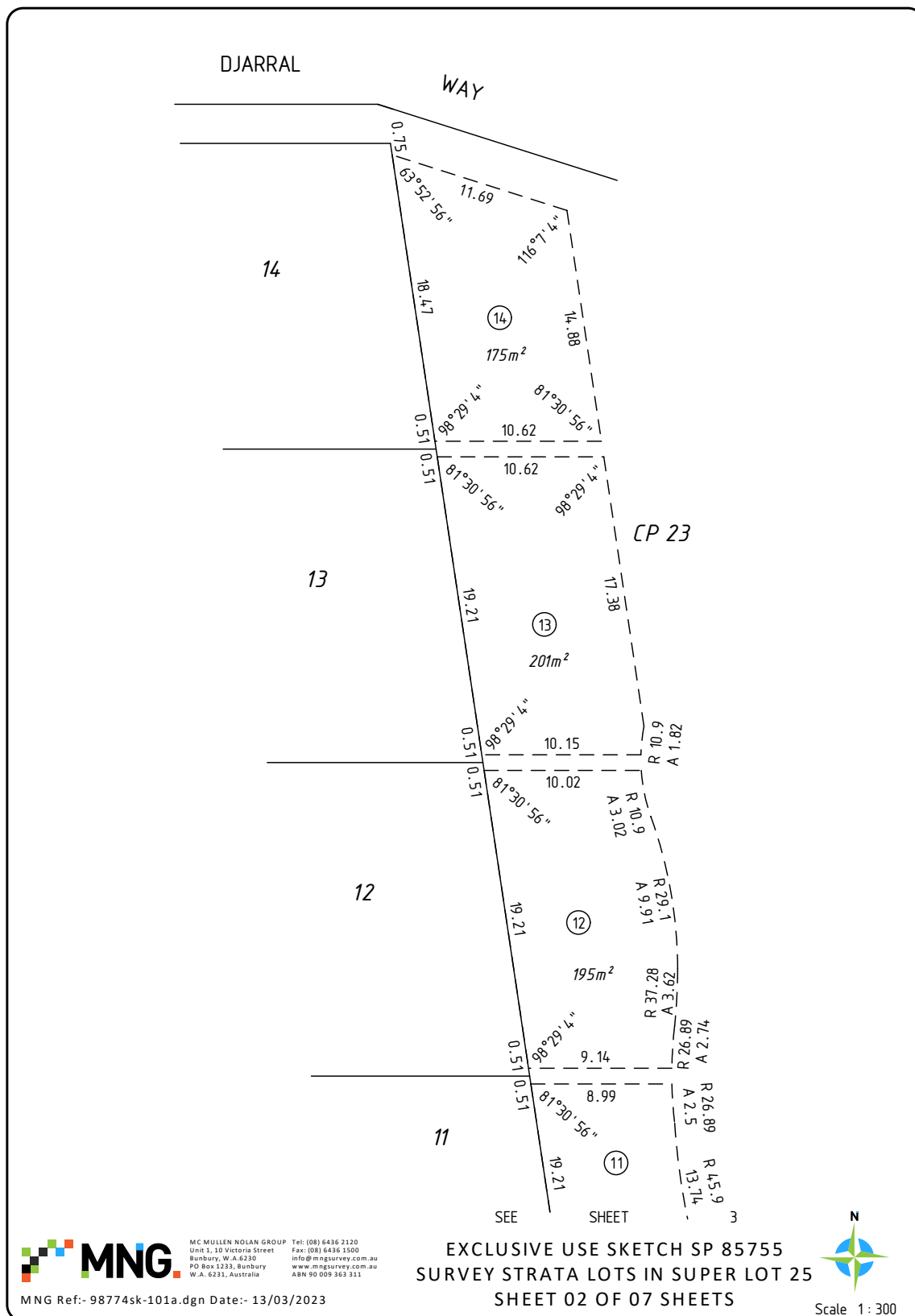
|                                                                                                                                                                              |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>1. Property Details</b>                                                                                                                                                   |                    |
| <b>1.1 Lot number</b>                                                                                                                                                        | Lot 24             |
| <b>1.2 Cluster number</b>                                                                                                                                                    | 1 A                |
| <b>1.3 Address</b>                                                                                                                                                           |                    |
| <b>2. Dwelling details</b>                                                                                                                                                   |                    |
| <b>2.1 No. of bedrooms</b>                                                                                                                                                   | 2 bedrooms         |
| <b>2.2 Standard occupancy rate (see Table 2, p. 7)</b>                                                                                                                       | 3 people           |
| <b>2.3 Total roof area (including carports, sheds)</b>                                                                                                                       | 150 m <sup>2</sup> |
| <b>2.4 Roof area connected to rainwater tanks</b>                                                                                                                            | 150 m <sup>2</sup> |
| <b>2.5 Greywater system (if provided)</b><br>(e.g., advanced treatment, greywater diverter, or N/A)                                                                          | N/A                |
| <b>3. Owner/Occupant Details</b>                                                                                                                                             |                    |
| <b>3.1 Proposed permanent occupants</b>                                                                                                                                      | 1 person           |
| <b>4. Water Consumption</b>                                                                                                                                                  |                    |
| <b>4.1 Consumption target</b><br>(not less than 100 L/person/day)                                                                                                            | 100 L/person/day   |
| <b>5. Required Roof Area</b>                                                                                                                                                 |                    |
| <b>5.1 Minimum roof area required</b><br>(based on bedrooms / standard occupancy rate, Table 2, p. 7)                                                                        | 150 m <sup>2</sup> |
| <b>5.2 Proposed roof area</b><br>(calculated from WEV Water Storage Guide (p.6) using<br>proposed permanent occupancy rate in 3.1 and daily water consumption target in 4.1) | 150 m <sup>2</sup> |
| <b>5.3 Required Roof Area</b><br>(greater of 5.1 and 5.2)                                                                                                                    | 150 m <sup>2</sup> |
| <b>6. Water Storage</b>                                                                                                                                                      |                    |
| <b>6.1 Actual water storage capacity required</b><br>(based on proposed permanent occupancy and roof area,<br>using WEV Water Guide @ consumption target of 100 L p/p/d)     | 18,750 L           |
| <b>6.2 Standard water storage capacity required</b><br>(based on standard occupancy and roof area using WEV Water Storage Guide @ 100 L<br>p/p/d)                            | 56,250 L           |
| <b>6.3 Required water storage to be planned for on lot layout</b><br>(greater of 6.2 and 6.3)                                                                                | 56,250 L           |
| <b>6.4 Water storage provided in design:</b><br>1 Tank @ 31,700 L                                                                                                            | 31,700 L           |
| <b>6.5 Water storage capacity provided in lot layout:</b><br>Space for an additional 31,700 L Tank                                                                           | 63,400 L           |

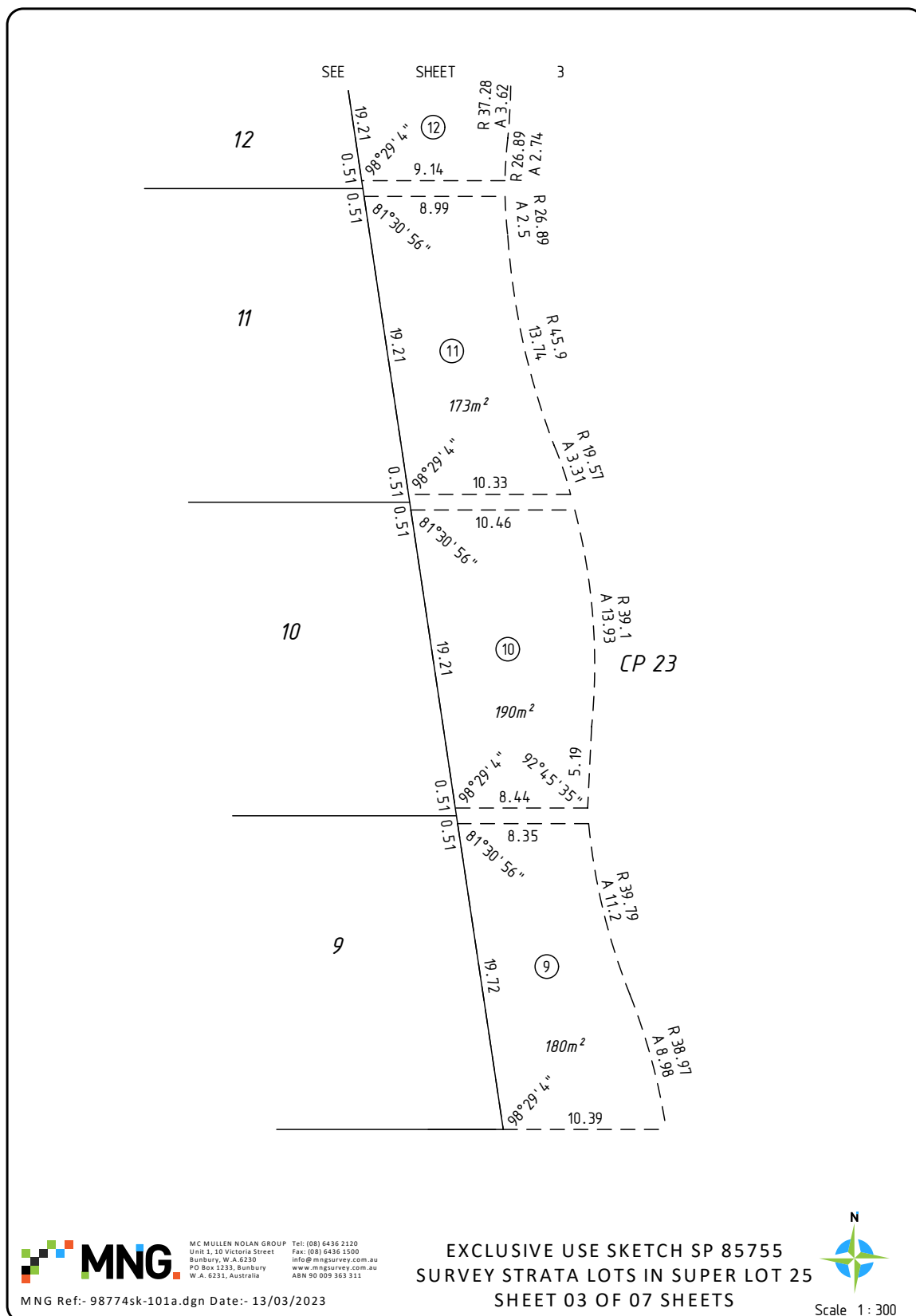
### Appendix 3 - Example 2 bed cottage lot layout with one occupant



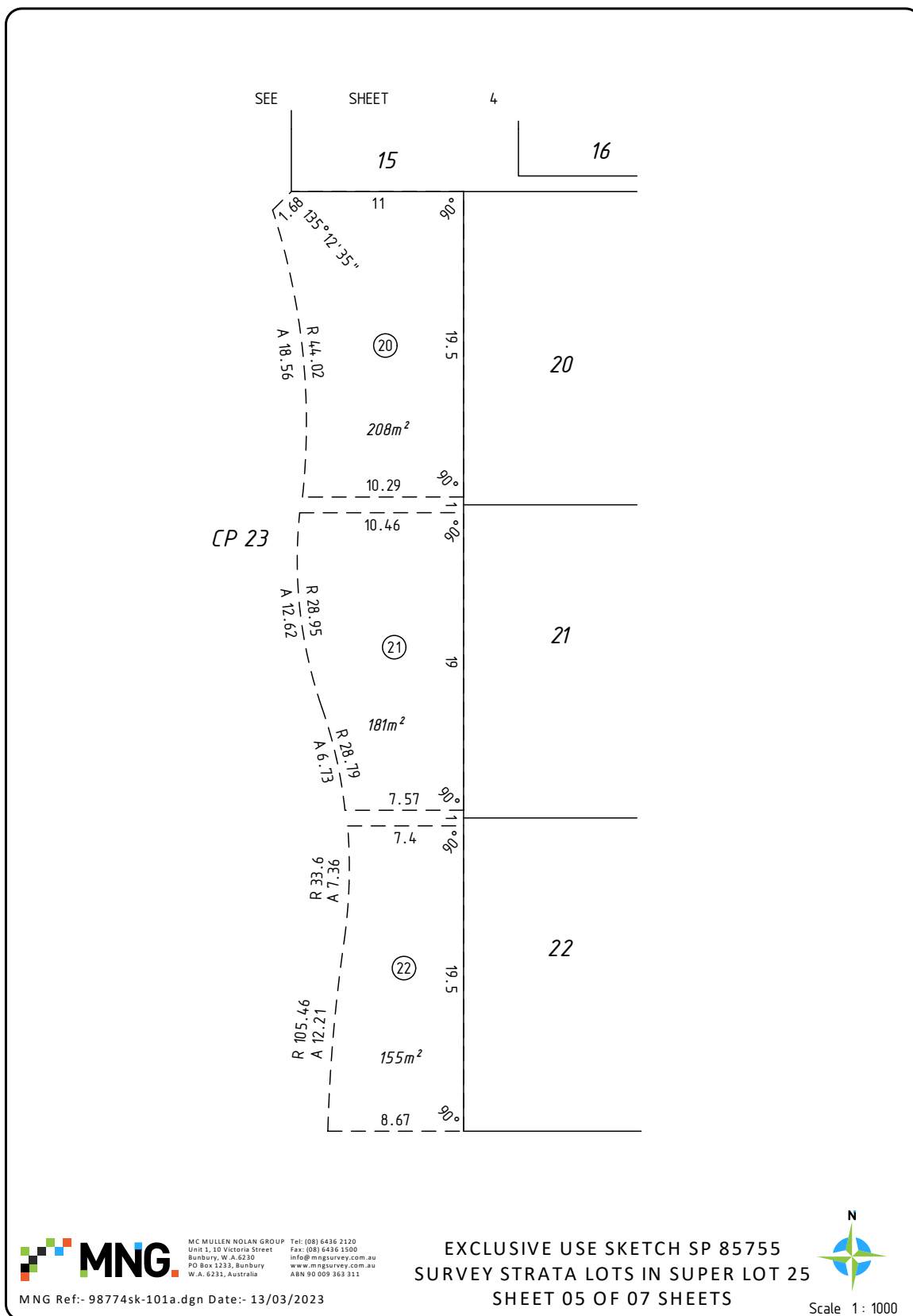
## ANNEXURE D – GARDEN PLOTS



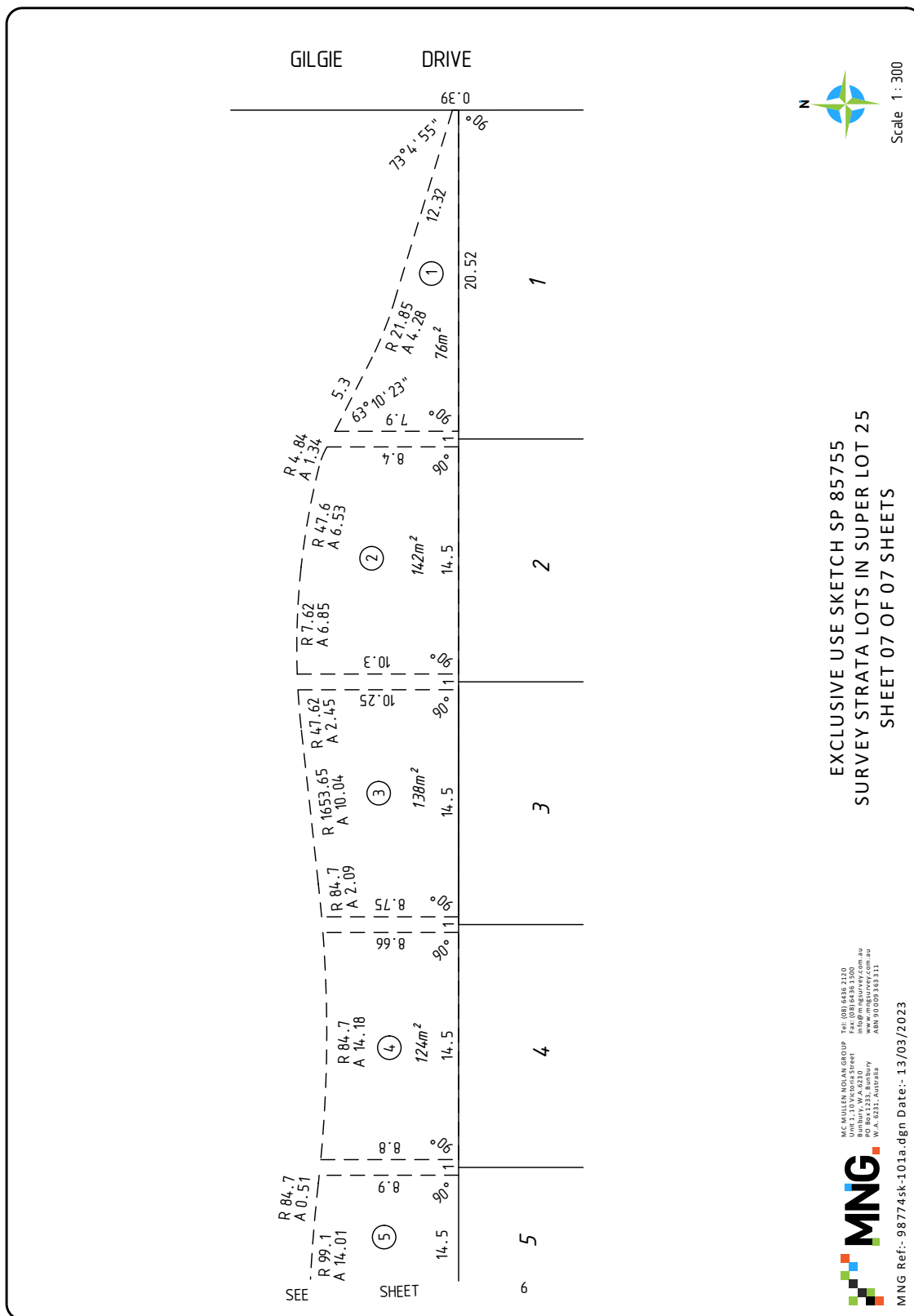














## ANNEXURE E – SUSTAINABILITY COMMITMENT AND CODE OF CONDUCT

As a resident and/or member of Witchcliffe Ecovillage Cluster 5A, I have read and understood the Witchcliffe Ecovillage Cluster 5A 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 5A Strata Company to the best of my ability to resolve any disputes with fellow members, residents and the strata company.

Signed: .....

Date: .....

## ANNEXURE F – WITCHCLIFFE ECOVILLAGE SUSTAINABILITY INFRASTRUCTURE DISCLOSURE FORM

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

| 1. Property details                                          |                                  |                                         |
|--------------------------------------------------------------|----------------------------------|-----------------------------------------|
| Address                                                      |                                  |                                         |
| Owner                                                        |                                  |                                         |
| Builder                                                      |                                  |                                         |
| Completion date                                              |                                  |                                         |
| 2. Household details                                         |                                  |                                         |
| Bedrooms                                                     | bedrooms                         |                                         |
| Standard* occupants                                          | occupants                        |                                         |
| 3. Energy production                                         | Purchase date / warranty (years) |                                         |
| Solar PV brand / type                                        |                                  |                                         |
| Total kW                                                     | kW                               |                                         |
| Orientation and angle of panels                              |                                  |                                         |
| North                                                        | kW @ _____°                      |                                         |
| West                                                         | kW @ _____°                      |                                         |
| East                                                         | kW @ _____°                      |                                         |
| Inverter brand<br>Purchase date<br>Warranty                  |                                  |                                         |
| kW capacity                                                  | kW                               |                                         |
| NMI Smart Meter<br>brand / type<br>Purchase date<br>Warranty |                                  |                                         |
| 4. Electrical Fixtures                                       | Brand / Type                     | Star rating / capacity / specifications |
| Hot water system<br>Purchase date                            |                                  |                                         |

|                                                                   |                                                |                                                |
|-------------------------------------------------------------------|------------------------------------------------|------------------------------------------------|
| Warranty                                                          |                                                |                                                |
| Air conditioner                                                   |                                                |                                                |
| Underfloor heating                                                |                                                |                                                |
| Wood pellet heater                                                |                                                | Efficiency:<br>Particulates:                   |
| Stove top                                                         |                                                |                                                |
| Oven                                                              |                                                |                                                |
| Lights                                                            |                                                |                                                |
| <b>5. Water supply</b>                                            | <b>Brand / Type</b>                            | <b>Size / capacity</b>                         |
| Roof area connected to tanks                                      |                                                | m2                                             |
| Rainwater Tank<br>Provided tank size*<br>Potential tank capacity* |                                                | kL<br>kL                                       |
| Greywater system<br>Purchase date<br>Warranty                     |                                                |                                                |
| Pump<br>Purchase date<br>Warranty                                 |                                                |                                                |
| <b>6. Water consumption</b>                                       | <b>Star rating / capacity / specifications</b> |                                                |
| Taps                                                              |                                                |                                                |
| Showers                                                           |                                                |                                                |
| Toilets                                                           |                                                |                                                |
| <b>7. Other</b>                                                   | <b>Brand / Type</b>                            | <b>Star rating / capacity / specifications</b> |
| Wood fuel heater:                                                 |                                                | Particulates:<br>Emissions:                    |

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |

**\* as per Water Capacity table below**

| Bedrooms | Standard Occupancy | Recommended minimum rainwater storage volume provided | Minimum rainwater storage volume (undeveloped area for tanks) | Minimum connected roof area to be provided |
|----------|--------------------|-------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------|
| 1        | 2                  | 18, 750 L                                             | 37, 500 L                                                     | 100 m <sup>2</sup>                         |
| 2        | 3                  | 37, 500 L                                             | 56, 250 L                                                     | 150 m <sup>2</sup>                         |
| 3        | 3                  | 37, 500 L                                             | 56, 250 L                                                     | 150 m <sup>2</sup>                         |
| 4        | 4                  | 56, 250 L                                             | 75, 000 L                                                     | 200 m <sup>2</sup>                         |
| 5        | 5                  | 75, 000 L                                             | 93, 750 L                                                     | 250 m <sup>2</sup>                         |

## **Part 2 – By-laws of Significance**

☐ I / ☒ **We**<sup>4</sup> 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-laws**<sup>5</sup>: **N/A**

**By-law under planning  
(scheme by-laws) condition**<sup>6</sup>: **15**

**Exclusive use by-laws**<sup>7</sup>: **22**

Western Australian Planning  
Commission approval number  
(if applicable)<sup>8</sup>:

**Leasehold by-laws**<sup>9</sup>: **N/A**

## **Part 3 – Accompanying documents**

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

---

<sup>4</sup> Select one.

<sup>5</sup> Refer *Strata Titles Act 1985* section 42.

<sup>6</sup> Refer *Strata Titles Act 1985* section 22.

<sup>7</sup> Refer *Strata Titles Act 1985* section 43.

<sup>8</sup> Refer *Strata Titles Act 1985* section 20.

<sup>9</sup> Refer *Strata Titles Act 1985* section 40.

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



## **Part 4 – Execution**

Date of Execution: \_\_\_\_\_

(To be signed by each Applicant)

**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 Owner<sup>11</sup>

**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

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

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



## OFFICE USE ONLY

### SB Scheme By-laws – New Scheme

Lodged by:<sup>12</sup> \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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: \_\_\_\_\_

Titles, Leases, Evidence, Declarations etc. lodged  
herewith

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

## OFFICE USE ONLY

Landgate Officer

Number of Items Received: \_\_\_\_\_

Landgate Officer Initial: \_\_\_\_\_

<sup>12</sup> Lodging Party Name may differ from Applicant Name.