

# Private Membership Accord

Practical, Grounded and Meta-Systemic Solutions to a World in Transformation

## INTRODUCTION:

### Vision

A sane, vibrant, joyful planet. A planet where nature, culture and economy weave together, supporting sovereignty, regeneration, resilience and human wellness.

We are building two sister communities in the Andes of Ecuador, two regenerative villages! Places where individual, community and ecological flourishing are interrelated and mutually reinforcing.

Places where children are respected and thrive, where our elders can share and be supported. Places where our food is grown on the land and where our collective dream of a SANE world can find expression.

### Community

Our Villages are made up of people and families committed to taking steps towards becoming evermore whole and integrous -- in words and actions.

- We choose to honor the land we steward.
- We choose to respect each human as a sovereign soul, and attend to both individual and collective flourishing.
- We choose to celebrate our children, to support them in staying true to themselves while thriving in a collective commons.
- We choose to co-create a culture that uplifts human wellness and planetary health.

Our two first Regenerative Villages are nestled in the lower Andes, near the vibrant town of Vilcabamba, the Valley of Longevity!

Our rural Village (Takina Nuna) is on a 55-acre multi-leveled, fertile piece of land with its own mountain peak, hiking trails, pure water, extensive orchards, a retreat center, bee hives, refreshing pond, and the potential for permaculture gardening and food production on a larger scale. It is a fifteen-minute drive from Vilcabamba in a serene tranquil setting with incredible mountain views and within a secure neighborhood community.

For those of you who wish to be closer to the town of Vilcabamba with all of its amenities, our second village (Madre Tierra) is a wellness oasis, just on the outskirts and within walking distance of Vilcabamba. Set on five acres, it is a charming collection of 11 already-built homes (plus a few lots), joined by meandering paths, and surrounded by gorgeous views everywhere you look. It has an in-house restaurant, as well as an outdoor pool and large event space.

Each unit/lot will have its own private home, and will benefit from multiple shared spaces and amenities.

*Together we live an intentional, respectful, regenerative lifestyle.*

## **Private Membership Association, Accord, and Trust**

Many of us are looking for a sustainable and uplifting co-living experience. A place where our gifts can take root, while belonging to a nourishing neighborhood community. A neighborhood where beauty, regenerative values, right relationship, kindness and trustworthiness form the compass with which our community navigates its future. Collectively we can create this beautiful dream together. Our Villages are an exciting opportunity we invite you to consider!

Why a Private Members Association (PMA)?

Collective Sovereignty: In addition to the advantages of being private rather than public, a PMA is a legal framework that can assert additional status in Ecuador under its 2008 constitution as an autonomous political authority. This framework allows residents/members to legally claim their ability to chart their own course of action in the midst of crises such as lockdowns, and government decrees and restrictions. A PMA allows residents to not only create their collective dream of a regenerative village, but also to participate in the future and the direction that Ecuador takes as a country.

Private Membership Accord: All village members will be signatories to a Private Membership Accord, which is essentially a lawful contract between the members. The Accord encapsulates principles that elucidates the collective agreements, which will serve to sustain harmony and coherence within the village membership. Additionally, the Accord will provide a baseline for membership qualification, establish clear pathways for synergy and coherence, and the rights and responsibilities of members in day-to-day village living. The Accord also clearly outlines what portion of the land is for individual use (similar to a strata), and what portion is collectively managed.

Why a Private Trust ?

The property titles for the Villages will be held in a Private Trust. The PMA members will be the Beneficiaries and Trustees of the Private Trust. As a Private Members Village, these lawful structures augment our capacity for collective sovereignty and autonomous authority when interfacing with public institutions.

### **Accord:**

We see this Accord as the foundation for our relationships.

Fundamental to this intention is respect for each member, and a willingness to comply with the provisions and the spirit of this Accord. We recognize that any contractual agreement has its limitations. Because of this, we agree to make every effort to maintain open, respectful communication among all village members.

We recognize that the observance of, compliance with, and enforcement of this Accord depends upon goodwill, respect, and consideration, and therefore agree to communicate with one another honestly, and with integrity.

We share the values of privacy and consideration for our respective neighbors. We agree to be accountable in all matters relating to the Property, informing each other of any activities that may impact our neighbors or the community as a whole, prior to actions being taken. We share the intention of living by the Golden rule: **Treat others as we would want to be treated by them.**

## **Definitions and interpretations of words and phrases as used in this document**

**Occupant** is a person, other than a member-owner or member-renter, who occupies a private lot.

**Member-Renter** is a person who rents all or part of a private lot, or is a sub-renter.

**Member-Owner** is a person who has purchased a Private Lot or Private Unit as part of this Private Membership Accord.

**Private Lot** is the individual member-owner's property, as shown on the Private Membership Accord plan that includes private land.

**Private Unit** is the individual member-owner's property as shown on the Private Membership's Accord Plans that does not include private land.

**Common property** is all of the property, buildings and facilities owned by the Private Membership Accord Collective, not including the private lots.

**Limited common property** is common property designated for the exclusive use of a private lot owner as shown on the Private Membership Accord Plan.

**Private Membership Accord Collective (PMAC)** is the body that exercises the powers and performs the duties of the Private Membership Accord. The Collective includes all adult residents of the Village. However, as set out in the *Decision Making Process Agreement*, there are some decisions that must be made only by residents who are Member-owners. In these cases, there will be a single designated owner for each private lot.

A **proxy** stands in the place of the person assigning the proxy, and can be either a general assignment or for a specific resolution.

**Coordinating Group (CG)** is composed of one appointed person from each committee.

## **Division 1 — Membership and Duties of Member-Owners, Member-Renters, Occupants and Visitors**

### **1. Becoming a Member**

- 1.1 The first step is to apply for membership, fill the application form, have a conversation with the "Application Committee" and read all the information necessary to fully understand the goals, vision and direction of SANE Villages.
- 1.2 Once membership is approved by the Committee, a non-refundable deposit of \$5000 is required to reserve one location (Lot or Unit).
- 1.3 An approved future member can reserve up to 4 Lots or Units.

1.4 Full payment of a reserved Lot or Unit is due 45 days after reservation.

## **2. Payment of Shared Fees**

- 2.1. A member-owner must pay monthly fees for maintenance of the “Commons” on or before the first day of the month to which the fees relate.
- 2.2. A member-owner is required to pay the fee set out in the annual budget adopted by the Private Membership Accord Collective (PMAC). Those fees will include the cost of such services for each private lot or unit, as determined by the Private Membership Accord Collective from time to time, to be paid for by all member-owners as a shared expense. For example, such services may include, but are not limited to: internet, water, maintenance of Common Land, security, staff, etc.
- 2.3. Interest will accrue on late payment of fees at the rate of 10% per annum compounded annually.
- 2.4. Fees are adjusted yearly by the “Finance Committee” and approved by the PMAC.
- 2.5. Fees for year 1 are set at \$150/month per Lot or Unit.

## **3. Participation in Commons Management and Maintenance by Members, Renters and Occupants**

- 3.1 Accord Members must contribute to the management and maintenance of the “Commons” in accordance with the Accord Council’s *Resident Participation Agreement* (attached as Appendix 4).

## **4. Repair and Maintenance of Property by Members**

- 4.1 A member-owner must maintain their private individual Lot or Unit in a way that supports the aesthetics of the Village as a whole (except for repair and maintenance that is the responsibility of the PMAC under these bylaws).
- 4.2 An owner-member who has the use of limited common property must repair and maintain it (except for repair and maintenance that is the responsibility of the PMCA under these bylaws).

## **5. Pets**

- 5.1 Pets are permitted in accordance with the Private Membership Accord *Pet Agreement* (attached as Appendix 5).

## **6. Use of Property**

- 6.1 A member-owner, member-renter, occupant or visitor must not use a private lot, a unit, the common property or common assets in a way that
  - a) causes a nuisance or hazard to another person,
  - b) causes unreasonable noise,
  - c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another private lot,
  - d) is illegal, or
  - e) is contrary to a purpose for which the private lot or common property is intended as shown expressly or by necessary implication on or by the Private Membership Accord plan.
- 6.2 A member-owner, renter, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a private lot which the PMAC must repair and maintain under these bylaws.

## **7. Parking**

- 7.1 Each private lot will be allocated one parking space in the main parking area. Members requiring additional parking will have a spot allocated in the secondary parking lot. See Map attached as Appendix 6.

## **8. Home-based Business**

- 8.1 Home-based businesses are permitted and are governed according to guidelines established by this Private Membership Accord and circulated to members from time to time.
- 8.2 Use of common property or facilities for commercial or professional use must be approved by the PMACe and governed according to rules and guidelines established by the Private Membership Accord Council from time to time.

## **9. Rentals**

- 9.1 Short, medium and long-term rentals are permitted in accordance with the Private Membership Accord *Rental Policy* (attached as Appendix 1).

## **10. Obtain Approval before altering a Private lot**

- 10.1 A member-owner must obtain the written approval of the PMAC before making an alteration to a private lot that involves any of the following:
- a) Excavation;
  - b) Water system alteration;
  - c) Road access;
  - d) Home construction plans
- 10.2 The PMAC must not unreasonably withhold its approval under subsection (1).
- 10.3 An owner who proceeds with an alteration without PMAC approval may be required to cover the cost of reversing the alteration.
- 10.4 The member-owner is, in all cases, responsible for any expenses relating to the alteration, as well as for the ongoing repair and maintenance of the alteration and the repair of any consequences of the alteration.
- 10.5 Altering private lots is strictly reserved for owner-members.

## **11. Obtain approval before altering common property**

- 11.1 A member must obtain the written approval of the PMAC before making an alteration to common property, including limited common property, or common assets.
- 11.2 The PMAC may require as a condition of its approval that the member agree, in writing, to take responsibility for any expenses relating to the alteration, as well as for the ongoing maintenance and repair of the alteration.

## **12. Permit entry to Private Lots**

- 12.1 A member-owner, renter, occupant or visitor must allow a person authorized by the PMAC to enter the private lot
- a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - b) at a reasonable time, with 48 hours' written notice,
    - (i) to inspect, repair or maintain common property, common assets and any portions of a private lot that are the responsibility of the PMAC to repair and maintain under these bylaws.
    - (ii) to ensure compliance with this Private Membership Accord.
- 12.2 The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

### **13. Sale of a Private lot/Unit and Inheritance**

- 13.1 Member-owners must adhere to the guidelines for the sale of private lots established by this Private Membership Accord.
- 13.2 A member-owner must notify the PMAC in writing of intention to sell a private lot or unit and terms of the sale prior to offering it for sale.
- 13.3 A member-owner must ensure that prospective purchasers are informed about the social, legal and financial responsibilities of ownership in a Private Membership Accord and are made aware of all bylaws, rules, regulations, guidelines, values and governance of the Private Membership Accord prior to the sale of a private lot.
- 13.4 All members of the Private Membership Accord will have 60 days from notification of sale to exercise first right of purchase of said lot or unit. Adjacent owners to Unit or Private Lot being sold will have first rights within the Membership Accord Collective. This right will be waived once a member-owner owns more than 2 Units or Lots.
- 13.5 If terms of sales are changed by the seller prior to sale to an external party, the PMAC will have 14 days to purchase at those new terms.
- 13.6 The 60 and 14 days clauses found in subsection 4 and 5 can be waived by the PMAC at any point.
- 13.7 Member-owners can transfer their ownership to their heirs at the time of death, as long as their heirs are willing to sign this Private Membership Accord and abide by all the rules associated with the membership.

### **14. Revoking Membership**

- 14.1 All members of the PMAC are expected to abide by this Accord and the overall goals and responsibilities of SANE Villagers both within the lands and in the community at large (see Introduction to this Accord)
- 14.2 Membership can be revoked if a member:
  - 14.2.1 Grossly disregards this accord
  - 14.2.2 Does not pay dues for a period of more than 12 months
  - 14.2.3 Performs unacceptable conduct towards the public which brings the PMAC into disrepute
  - 14.2.4 Is deemed mentally unstable by a recognized professional which causes risk to members and the PMAC.
- 14.3 Revoking membership only happens in extreme cases after all other options have been exhausted.
- 14.4 A member who loses his/her membership cannot reside on the property any longer and is refunded as soon as a replacement member-owner is found by the PMAC.
- 14.5 Refund is calculated as follows: The value of Lot/Unit at time of purchase + the replacement value of improvements using an assessor agreed to by the PMAC.

## **Division 2 — Powers and Duties of Private Membership Accord Collective**

### **14. Repair and maintenance of property by Private Membership Accord Collective**

- 14.1 The PMAC must repair and maintain all of the following:
  - a) common assets under this Private Membership Accord;
  - b) common property that has not been designated as limited common property;
  - c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:

- (A) the structure of a building;
  - (B) the exterior of a building;
  - (C) stairs, decks and other things attached to the exterior of a building;
  - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
  - (E) railings and similar structures that enclose front and back decks.
- 14.2 Where property damage is caused by an individual member, the PMAC may require the member to cover the cost of the repair.

### **Division 3 — Private Membership Accord Council**

#### **15. Council size**

- 15.1 The Private Membership Accord Council will consist of all members.
- 15.2 Notwithstanding subsection (1), no member may continue to be on council if the PMAC is owed money by that owner, renter or occupant.

#### **16. Officers**

- 16.1 At the first meeting of the council held after each annual general meeting of the PMAC, the council must elect, from among the members, a president, a vice president, a secretary and a treasurer.
- 16.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 16.3 The vice president has the powers and duties of the president:
  - a) while the president is absent or is unwilling or unable to act, or
  - b) for the remainder of the president's term if the president ceases to hold office.
- 16.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

#### **17. Calling council meetings**

- 17.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 17.2 The notice does not have to be in writing.
- 17.3 A council meeting may be held with less than one week's notice if
  - a) all council members consent in advance of the meeting, or
  - b) the meeting is required to deal with an emergency situation, and all council members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- 17.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.
- 17.5 Excluding emergency situations, council meetings will be held at a maximum once in every calendar month.
- 17.6 Member-owners can call in-camera meetings for only member-owners.

#### **18. Quorum of council**

- 18.1 A quorum of Council is 51% of members-owners representing a minimum of 51% of private lots.
- 18.2 Council members may submit written proxies to the Council for the specific purpose of establishing quorum.

#### **19. Council meetings**

- 19.1 At the option of the Council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

- 19.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 19.3 Persons who are not eligible to vote, including non-owner members at times, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## **20. Voting at council meetings**

- 20.1 At council meetings, decisions must be made in accordance with the Private Membership Accord *Decision Process Agreement* (attached as Appendix 2).
- 20.2 The results of all votes at a council meeting must be recorded in the council meeting minutes.

## **21. Council to inform members of minutes**

- 21.1 The Council must make the minutes of all council meetings available to members within two weeks of the meeting, whether or not the minutes have been approved.
- 21.2 Member-owners' in-camera meeting minutes are not required to be shared with all members of PMAC.

## **22. Delegation of council's powers and duties**

- 22.1 Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council.
- 22.2 The council may delegate its spending powers or duties, but only by a resolution that:
  - a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - b) delegates the general authority to make expenditures in accordance with subsection (3).
- 22.3 A delegation of a general authority to make expenditures must:
  - a) set a maximum amount that may be spent, and
  - b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 22.4 The council may not delegate its powers to determine, based on the facts of a particular case:
  - a) whether a person has contravened a bylaw or rule,
  - b) whether a person should be fined, and the amount of the fine, or
  - c) whether a person should be denied access to a common facility.

## **23. Spending restrictions**

- 23.1 A person may not spend the Private Membership Accord's money unless the person has been delegated the power to do so in accordance with this Accord.
- 23.2 Despite subsection (1), a council member may spend the Private Membership Accord's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

## **24. Limitation on liability of council member**

- 24.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 24.2 Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the PMAC.

## **Division 4 — Enforcement of this Accord**

### **25. Maximum fine**

- 25.1 Except as otherwise set out in this Accord, the PMAC may fine a member a maximum of:
  - a) \$200 for each contravention to this Accord, and
  - b) \$50 for each contravention of a rule.



## **26. Continuing contravention**

- 26.1 If an activity or lack of activity that constitutes a contravention of this Accord or of a rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

## **Division 5 — Annual and Special General Meetings**

### **27. Person to chair meeting**

- 27.1 The chair of annual and special general meetings must be elected by eligible members present in person.

### **28. Participation by other than eligible voters**

- 28.1 All members may attend the annual and special general meetings, whether or not they are eligible to vote.
- 28.2 Persons who are not eligible to vote, including, at times, member-renters and member-occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 28.3 Persons who are not eligible to vote, including member-renters and member-occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **29. Decision-making**

- 29.1 Decisions at all meetings of the PMAC will be made in accordance with the Private Membership Accord Council's *Decision-making Agreement* (attached as Appendix 2).
- 29.2 Where a vote of the member-owners is taken, member-owners may submit written proxies to the Council for the specific purpose of the vote.

### **30. Order of business**

- 30.1 The order of business at annual and special general meetings is as follows:
- a) certify proxies;
  - b) determine that there is a quorum;
  - c) elect a person to chair the meeting, if necessary;
  - d) present to the meeting proof of notice of meeting or waiver of notice;
  - e) approve the agenda;
  - f) approve minutes from the last annual or special general meeting;
  - g) deal with unfinished business;
  - h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - i) ratify any new rules made by the PMAC;
  - j) approve the budget for the coming year;
  - k) deal with new business, including any matters about which notice has been given;
  - l) elect officers, if the meeting is an annual general meeting;
  - m) adjourn the meeting.

## **Division 6 — Conflict Resolution**

### **31. Conflict resolution**

- 31.1 Conflicts will be addressed as set out in the Private Membership Accord's *Conflict Resolution Guidelines* (see appendix 3).

## **Division 7 — Marketing Activities by Member-Owner**

### **32. Display lot**

- 32.1 A member-owner who has an unsold private lot may carry on sales functions that relate to its sale.
- 32.2 A member-owner may use a private lot, that the member-owner owns or rents, as a display lot for the sale of other private lots in the Private Membership Accord plan.

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## Appendix 1:

## RENTAL AGREEMENT

### BACKGROUND

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The purpose of this Rental Agreement is to provide direction, support and resources for Villages member-owners who need to rent their home for travel, work-related, or other personal reasons.

The aim of this Agreement is to address what current members see as the benefits and concerns of having member-renters in the villages. It takes into account the balance needed to meet both the needs of member-owners and of the PMAC's expectations.

Current perspectives expressed by members regarding rentals include the need to respect the importance of community relationships, the need to feel safe, both personally and with regards to property, and the need to maximize resident involvement in the management and operation of the PMAC.

### VALUES & INTENT

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SANE Villages' ability to thrive depends on members sharing tasks and decision-making to keep our collective running smoothly. It is important that all members are informed, engaged and contributing to a culture of interdependence.

Rental units provide a way for a wide variety of people to experience our Villages, whether short- or long-term, and member-renters are appreciated for their contributions and skills and for providing diversity in the collective.

This agreement defines:

- Member-Owners
- Community Point Person
- Member-Renters
- Rental Categories

As well, this agreement sets out procedures and defines responsibilities for all members.

### DEFINITIONS

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#### MEMBER-OWNERS

For the purpose of this document, a "Member-Owner" is the person holding title to a lot or a unit and their spouse/partner. All owners are members of the Private Membership Accord Council and are both entitled and expected to exercise their voices/votes at General Meetings. The two types of owners are:

- **Resident Owners**  
A person holding title to the private lot in which they currently reside
- **Non-Resident Owners**  
A person holding title to private lot in which they do not currently reside

## COMMUNITY POINT PERSON

When a Member-owner is absent from their property or unit, and this property or unit will be occupied by another person(s), the former is responsible for securing a Community Point Person (CPP). A CPP is a resident who has a thorough understanding of the Private Membership Accord, will be in residence during the Member-owner's absence, and has agreed to take on the role. Should any Village resident have a concern regarding property issues or breach of Accord, they should first reach out to the member-renter directly. If this is not successful, they should contact the member-owner. As a last resort, if they are unable to contact the member-owner, they can connect with the Community Point Person to help resolve the issue.

## MEMBERS-RENTERS

This refers to any adult living on a private lot or in a private unit, be it camping, a room, a secondary suite or house, who is paying rent to live there.

*\* Adults who are staying in a unit at no cost, including house guests, family members, and house or pet sitters, assume the responsibilities of member-renters if they stay for longer than one month.*

## RENTAL CATEGORIES

- **Short-term:** up to 1 month
- **Mid-term:** between 1 to 6 months
- **Long-term:** More than 6 months

## PROCEDURES & RESPONSIBILITIES

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### SHORT-TERM RENTALS

- Short-term rentals (less than one month) are prohibited on private lots or units.
- All short-term rentals are collectively administered. Short-term rentals are hosted in collectively held assets, unless otherwise determined by the PMAC. Income from these go towards collective costs and benefit all members.
- Renter's name, length of stay and which room/unit/lot the short-term renter will stay in will be posted in the renters' registry by the Short-term Rental Managing Committee.

### Mid-Term and Long-Term Rentals - MEMBER-OWNER RESPONSIBILITIES

It is the Member-Owner's responsibility to:

- Inform the PMAC that they intend to rent their unit.
- Select and orient Member-Renters to the Village, according to the Member-Renter's Orientation Checklist.
- Add the Member-Renter's name and contact information in the appropriate column on the Villages Residents' list.
- Approach a resident who has a thorough understanding of Private Membership Accord and secure their willingness to be their Community Point Person for the duration of the Member-Owner's absence.
- Inform both the new Member-Renter and the residents (via email) of who the point person is and add the Community Point Person's name to the appropriate column in the Villages Residents' list.
- Provide new Member-Renters with the PMA link to be read and signed.

- Pay any fees on time and be responsible for any other costs related to their property/unit.
- Provide parking for their member-renter in one of the spots to which their unit is entitled.
- Introduce the new Member-Renters to the residents by email, including: name, length and dates of stay. In addition, intros can be made personally.
- Secure a fixed term tenancy agreement with the Member-Renter and shared signed copies with PMAC.
- Ensure that Member-Renter(s) understand their responsibilities and privileges as per the Private Membership Accord.
- Ensure that member-owner's responsibilities (e.g., participation in GMs, volunteer hours etc) are fulfilled by new Member-Renter during their absence.

## **MEMBER-RENTER RESPONSIBILITIES**

All Member-Renters must:

- Review and sign the **Private Membership Accord**
- Ensure that they understand Member-Renter's Responsibilities & Privileges as per **Private Membership Accord**
- Participate in the scheduled seasonal members responsibilities activities
- Introduce themselves to all members of the community when possible
- Understand and respect common and private property
- Abide by the **Private Membership Accord**.

The length of time that Member-Renters & Home Occupants reside at the Villages determines the responsibilities they are expected to assume.

## **RESIDENT RESPONSIBILITIES**

All Private Membership Accord members can reach out to Member-Renters regarding safety concerns or significant breaches in the Accord.

- If the Member-Renter is not responsive, contact the Member-Owner.
- If the Member-Owner cannot be reached, contact the designated Community Point Person.
- If concerns persist and are considered serious enough, the PMAC can terminate residency by special-resolution in an in-camera meeting of only Member-Owners.

If a lot or unit is being rented out for more than 6 months with frequent turnover of renters, the community *can* request that the Member-Owner ensure stability (this applies to house sitters as well).

## Appendix 2

## Decision-Making Agreement

### Intent

- To set out how decisions are made by the Private Membership Accord Collective (PMAC).
- To improve our ability to make decisions effectively, efficiently, and harmoniously.
- To define the terms we use in decision making.

### Agreement

- At SANE Villages, decisions are made in meetings of:
  - Private Membership Accord Collective
  - Committees
  - Sub-Committees
- Minutes are taken for all meetings, and all decisions are noted there.
- Proposals going before the PMAC follow a two-step process:
  - 1. FOR INFORMATION: history, research, and background info are explained. Feedback is gathered.
  - 2. FOR DECISION: Any revisions to original proposal are explained. Decision is made using the process below.
- Each committee's decision-making scope is specified in their Committee Mandate. Mandates are approved by the PMAC.
- Smaller groups (committees, sub-committees) may often reach decisions without applying formal methods. When this is not the case, the step-by-step process below will be applied.
- PMAC Communication Principles are followed for all decision-making processes.

### 1. PROCEDURE

#### Process and Alternatives

- Once all pertinent information has been explored and the group seems ready to make a decision, the meeting facilitator asks for a show of agreement using hand signals. Those present can consent, stand aside, or block (see definitions).
- If consent is achieved (i.e., all those present consent), the agreement is recorded in the minutes and, if necessary, action items identified and assigned.
- If a small number of people stand aside (to be determined at the discretion of the facilitator), the facilitator ensures that the reason for the stand-asides is clear to the group.
- If the facilitator determines that the number of stand-asides is significant, or if anyone blocks consent, decision will be delayed to allow time for additional ideas, questions, and concerns to be expressed.
- Listening to all concerns that have arisen about the proposal, the committee responsible (or the individual stewarding the proposal) will make modifications to address points raised. The revised proposal will then be presented to the group, and the facilitator will then ask again for a show of agreement. This may take place in the same meeting, or at a subsequent meeting.

**When used as intended, this Process is our primary tool for decision making.** The option to stand aside is always available.

#### Alternatives

If, at a Meeting, the assembled group is unable to arrive at a decision on a proposal that has been:

1. Presented for information and then for decision, and/or

2. If the Coordinating Group determines the decision is time-sensitive and cannot be put off to a later meeting;  
the following alternatives are available:

- a. **Consent Minus 1:** If one **member-owner** is blocking a proposal, or all member-owners representing one unit, private lot, or residence, the GM facilitator will ask the member-owner(s) to describe to all in attendance why they believe the proposed action or agreement would 'contradict the group's vision statement or would violate the morals, ethics or safety of the whole group'. The facilitator will then ask those in attendance if the explanation has shifted anyone's position on the proposal. If it *does* shift another member-owner's position, Consent Minus 1 will not apply. If it does *not* shift anyone's position, approval can proceed without the resident/owner(s).
- b. **Vote of Three-Quarters:** Member-owners vote on the proposal and an affirmative vote of 75% will be sufficient for approval. This option can only be used following the completion of the process above.

If none of the alternatives above result in the proposal being approved, the proposal is not approved, and will either be reviewed and amended, or let go.

**Voting by Proxy** (allowing someone else to vote on your behalf in your absence)

- **Member-Owner Decisions:**  
Private Membership Accord allows voting by proxy for decisions being made by member-owners. Proxies must be submitted in writing.
- **Resident Decisions:**  
In rare time-sensitive cases, when quorum may not otherwise be achieved, proxies will be accommodated for decisions of residents if a specific proposal is circulated a minimum of 4 days ahead.

## **2. ROLES OF COMMITTEES & of PRIVATE MEMBERSHIP ACCORD COLLECTIVE**

**Before a decision comes to the PMAC**

- Committees use the process described above to make decisions.
- All committee recommendations and decisions must:
  - be consistent with Private Membership Accord's Vision, Mission, and Values, and be in alignment with all Agreements and Guidelines developed to date.
  - follow the parameters set out in agreements on spending and hiring.
- There must be a quorum present for a decision to be valid. A quorum of a committee is 3 members. A quorum of the PMAC is 51% of members, 51% of member-owners and 51% of Lots or Units present.
- Decisions must be recorded in the minutes of the body making the decision.

**Committee Decisions and Proposals**

- The PMAC empowers each committee to carry out the responsibilities set out in their committee mandate, working within the annual Private Membership Accord budget adopted by the Collective.
- New Accords or amendments to the Private Membership Accord or to the committee's mandate are brought forward to the PMAC as proposals.
- Decisions about routine committee responsibilities and changes to guidelines for implementing the Private Membership Accord that fall under a committee's mandate are made by the committee.

- Committees normally make decisions and agree on proposals at scheduled meetings, unless the committee agrees at a scheduled meeting that the decision(s) is to be made by one or more committee members.
- For time-sensitive issues requiring a decision prior to the next scheduled meeting, the committee coordinator (or vice-coordinator when applicable) will assess whether a phone meeting is necessary or if an email consultation is appropriate. A majority of committee members must be involved in a time-sensitive decision for it to be carried forward.
- Committee Coordinators (or vice-coordinators when applicable) are responsible for communicating decisions and proposals made by their committee to the PMAC.

### 3. DEFINITIONS

- **Consent** does not necessarily mean loving every aspect of a decision, but being able to live with it, not being able to propose a better solution in the eyes of the group, and being able to stand behind and support it.
- **Standing aside** is when you cannot personally support a proposal, you do not know enough about the proposal to form an opinion, and/or you don't want to stop the rest of the group from adopting it.
- **Blocking** is a principled objection, used only in extremely rare instances after sufficient discussion, listening, and consideration has taken place, and only when a proposed action or agreement would contradict the group's vision statement or would violate the morals, ethics or safety of the whole group. A blocking concern must be based on a generally recognized principle (not a personal preference), or it must be essential to the entire group's well-being. When blocking, one should be prepared to explain why, but it is not up to the group to determine if a block meets the definition above.
- **Agreements** set out the course of action the collective will follow on a specific topic and are adopted by PMAC
- **Guidelines** may supplement Agreements. These set out educational or procedural recommendations for specific practices. Their goal is to inspire actions that are clear, predictable, and easily understood by all members. They can be changed as necessary by the Committee responsible for the area governed by the related Agreement. Members must be notified of any change to Guidelines, and committees may choose to seek feedback from residents before changing Guidelines.
- **Principles** are recommendations for social and communication-enhancing practices that are adopted through the PMAC. Their goal is to generate harmonious interaction within the collective and inspire clear, effective and empathetic communication.
- **Committee Mandates** set out the purpose and specific responsibilities of each Committee and are adopted through the PMAC.

### 4. RESPONSIBILITIES

#### Coordinator

- For each committee, the PMAC elects a Coordinator (akin to a typical "Chair") . The coordinator's role is to liaise with all other committees to ensure cohesion in activities.

#### Private Membership Accord Collective

- For decisions requiring PMAC approval, a proposal and related background information are distributed to members as part of a general meeting agenda package no later than 4 days before a general meeting. Residents are expected to review the proposal and related information before the meeting.
- When a proposal first comes to the General Meeting, it is presented **for information only**.
  - a. The committee presenting the proposal is encouraged to introduce it by describing the process followed to arrive at the proposal.



- b. Those present are given an opportunity to ask questions of clarification and give feedback.
  - c. If there is insufficient time to hear all the feedback, the committee posts a feedback form online and notifies all residents of the opportunity to add to the feedback form. The committee sets a clear deadline for feedback.
  - d. The committee presenting the proposal reviews and addresses all feedback, which may involve revising the proposal.
- The proposal then comes back to a General Meeting **for decision**, ie., discussion and approval using the process described above.
  - In most instances, both information and decision can be achieved at the same meeting.

### **Coordinating Group (CG)**

- The CG reviews committee proposals prior to meetings and provides feedback.
- The Coordinating Group is made up of all appointed coordinators of committees (one per committee).
- The CG provides guidance to committees about when to bring decisions to the PMAC for feedback and places items on the General Meeting agenda for review and approval.
  - a. This includes all additions to this Private Membership Accord, amendments to this Private Membership Accord, as well as decisions the PMAC must make under the Spending Agreement.
  - b. From time to time, the CG may determine that other decisions require approval by the PMAC.
- The CG may suggest that a committee do more work on a proposal before placing it on a General Meeting agenda.
- The CG determines if it is appropriate for a decision to be approved by Member-Owners (i.e., 1 owner per household) instead of the entire PMAC. This will normally be for questions that have an impact on member-owners' equity.

### **5. HELPFUL HINTS for Effective and Harmonious Decision-Making**

- Ask: "Is this the appropriate time, place and meeting group to raise this issue?"
- Note that people who are most passionately engaged (for or against) an issue are not the best choice to act as ambassadors of a new decision.
- Ask: "Have we heard the full range of perspectives within the group on this issue? Is the proposal financially feasible?" It may be appropriate to summarize the learning to date and test the general direction the proposal is headed, helping to identify blocks that may arise or creative suggestions others have to conflicting objectives, before the pressure of a decision is placed in front of the PMAC.
- Be aware that respect for individuals' needs and care for the overall positive energy of the group may mean there are times when it may not be appropriate to openly discuss an issue with the whole group. Instead, note the people who have additional input and speak to them, one on one, to address their concerns. Be aware of strong objections that could lead to blocks.
- Ask: "Does everyone understand? Are there outstanding concerns, objections, blocks or stand-asides? Can everyone live with this decision? Can we consent to this agreement and revisit it after 'x' period of time?"

### **Guidelines for taking part in decisions**

- If you don't understand something, don't be afraid to say so.
- Be willing to work towards the solution that's best for everyone, not just what's best for you. Be flexible and willing to give something up in order to reach an agreement.

- Help to create a respectful and trusting atmosphere. Nobody should be afraid to express their ideas and opinions. Remember that we all have different values, backgrounds and behavior, and that we may get upset by different things.
- Explain your own position clearly. Be open and honest about the reasons for your viewpoints. Express your concerns early on in the process so that they can be taken into account in any proposals.
- Listen actively to what people are trying to say. Make a deliberate effort to understand someone's position and their underlying needs, concerns and emotions. Get behind their eyes for a while. Give everyone space to finish and take time to consider their point of view.
- Think before you speak, and listen before you object. Listen to other members' reactions and consider them carefully before pressing your point. Self restraint is essential in decision making. Sometimes the biggest obstacle to progress is an individual's attachment to one idea. If another proposal is good, don't complicate matters by opposing it just because it isn't your favorite idea! Ask yourself: "Does this idea work for the group, even if I don't like it the best?" or "Are all our ideas good enough? Does it matter which one we choose?"
- Decisions made together aren't about everybody thinking the same thing. Differences of opinion are natural and to be expected. Alternate suggestions can help a group's decision, because with a wide range of information and opinions, there is a greater chance the group will find suitable solutions.

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## Appendix 3:

## Conflict Resolution Guidelines

### Overview

The longing to live within a collective lives in our DNA. From the eons of evolutionary time, we lived together as tribal people. Few of us have, however, had the direct experience of living in a healthy reciprocal and interdependent way with others in a village setting. Instead we carry our relational past internally as a set of assumptions and expectations, often unconscious, and these can color the way we show up in our relationships and in our attempts to build a greater community around us. As members of our village we acknowledge that part of our intention, as we come up against each other in the creative process of building a village together, will be to soften the rough edges of our relational past and use this as an opportunity to grow and evolve as human beings.

### Intent

As a group, we agree that it is normal, healthy and inevitable for there to be conflict in relationships. The Conflict Resolution Guidelines provide a framework for resolving conflict among the Private Membership Accord members. The goal of this framework is to assist Private Membership Accord members in having healthy, working relationships within the context of living in a collective. Having guidelines for conflict resolution that we've all agreed upon, and using them as soon as possible when conflict arises, will help us all have more positive and effective interactions.

### Process

Below are six different approaches (in the order we recommend they be considered) that offer guidance on how to proceed. Individuals may skip any approach they feel is unlikely to help in a particular situation, and can return to earlier approaches if necessary. As people undergo this process of acknowledging and processing feelings, particularly anyone who feels alienated from another, we emphasize a focus on relationships as our objective, rather than facts and truth in an absolute sense.

#### 1. **Process internally.**

See if you can work through your upset and let it go unilaterally. If successful, you won't need to approach the other person at all.

#### 2. **Go directly to those involved, face to face**

This is the most direct path, though it depends on those involved feeling safe and sufficiently hopeful about a positive exchange to attempt it without help. This may be the best approach, and it may require time and patience to work effectively. Begin by clearly and succinctly stating the conflict you are experiencing (without blame) and your commitment to working it through to resolution. Ask everyone involved, including yourself, "Would you be willing to work toward a resolution?" If the answer is yes for everyone involved, openly state that willingness to each other.

#### 3. **Be heard by a friend.**

Find someone who is willing to listen to your upset and help you think about constructive ways to communicate with the person(s) you are experiencing conflict with. Remind your friend that their role is to listen to you and provide neutral and constructive feedback. Do your best to avoid triangulation, i.e., passing judgment on the other person(s), or making them 'wrong'. Instead, focus on what happened within yourself and what you might be able to do to resolve this situation and avoid further conflict.

**4. Get help from a mutually agreed-upon third party.**

Share the outline of your conflict with someone (friend, neighbor, honorary elder, etc.) who is willing to accompany you to witness and/or facilitate the conversation between you and the person(s).

**5. Get support from a trained mediator.**

A mediator offers support in working through conflict by helping members find mutually agreeable ways to process conflicting situations and ensure there is opportunity for constructive exchange.

**6. Go to the community as a whole.**

While hopefully rare, working through conflict within the entire community can be an important and powerful option and maybe even necessary. You can bring an unresolved issue to a gathering of the PMAC when it seems appropriate. A request can be made to the Coordinating Committee to place the issue on the agenda of the next General Meeting. The CC will ensure you have exhausted all other avenues first.

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## Appendix 4:

## Resident Participation Agreement

### Background

This agreement is developed in order to come to agreement on:

- a) What's required to keep the village neighborhood operating, and
- b) The number of volunteer hours members are comfortable contributing.

### Intent

- To set out minimum parameters of member participation to keep our villages running smoothly, anticipating that people may offer more time/energy if they choose.
- To acknowledge that all members are expected to contribute, and that everyone's contribution will be unique.
- To balance the community's need for reliable participation with individuals' need for flexibility when their capacity shifts.
- In any well-functioning village there is a balance between giving and taking (between what we contribute to the collective, and what we receive by being a part of it). Our intent is to encourage each resident member to find this balance in their own way, acknowledging that we all have different gifts to contribute and differing ways of receiving benefit from our involvement with each other.

### Agreement

*Note : Given the current lack of data, this agreement will be reviewed no more than one year after being approved to ensure it reflects actual hours required to carry out all tasks.*

1. Each adult member participates in the following three areas:
  - ACCORD MANAGEMENT - Committee Work: 3-4 hours/month  
Each member is expected to serve on one committee. Some committees meet once a month. Other committees meet every other week. In the long term, we aim for all committees to meet once per month.
  - ADDITIONAL TASKS (PHYSICAL OR OTHER): 3 hours/month  
There is a role for everyone in taking care of the wide range of additional tasks around the village that fall outside regular committee member responsibilities. Examples include: work parties or surprise maintenance issues.
2. All members keep a general record of their volunteer hours, so that the PMAC has data to consider when reviewing overall operation, maintenance, and labor needs.
3. Individuals may, from time to time, trade and barter tasks as needed.
4. It is acknowledged that individuals may, once in a while, need to raise a "time-out flag" with respect to their participation.
5. This agreement will be reviewed as needed.

## Appendix 5:

## Pet Agreement

### Intent

Pet owners love their pets, and well-cared-for, well-behaved pets enhance a village. Pets also have the potential to be challenging and disrupt others' enjoyment and peace. The purpose of this Agreement is to outline pet owner responsibilities so as to ensure that pets are a positive presence in the village. The Agreement also provides guidelines for resolving pet-related concerns.

### Pet Ownership Guidelines

#### 1. Responsibility

- Care and behavior of their pets: Pets must be supervised by their owners and are not allowed to roam freely.
- Ensure that their pets do not disturb other residents ( noise, damage, too many pets, pets in places we don't want them, pets scaring people, etc.)
- Respond to concerns raised about their pets.
- Pick up pet poop within human use areas.

#### 2. Number of pets

- Each household may have a maximum of one pet, not including small caged animals.
- Additional pets may be allowed with PMAC approval.
- Madre Tierra Village will be exclusive of dogs.
- Takina Nuna Village will require all male dogs to be neutered by the time the dog is 18 months old.

#### 3. Types of pets

- Potentially dangerous pets, e.g., pit bulls or other attack dogs, boa constrictors, etc. are not allowed in the village without approval.
- No pets may be kept for commercial breeding purposes without village approval.
- Animals kept for self reliance purposes are not pets but need to be fenced in designated areas, those include: Lamas, goats, chickens, turkeys, ducks, horses and cows.

#### 4. Obtaining community approval

- To seek village approval where required under this Accord, members will approach the appropriate Committee with their request.

#### 5. Pet-free zones

- Owners must ensure that their pets do not go into pet-free zones (see map of lands in Appendix 6)

#### 6. Resident Concerns

- Any resident with a concern about a pet is encouraged to first approach the pet owner directly.