

TITLEHOLDERS ASSOCIATION

WELCOME PACK

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Note: This document has been formatted for double sided printing. If you are not able to do this you may leave out pages 2, 18, 26, 36, 42 & 44 (blanks).

THA: SUMMARY OF RULES & RELEVANT INFORMATION

Supporting and framing the community life of Titleholders in the Park Ecovillage

If you buy a property and live in the Park, you will also be joining an existing community, and in that sense it is quite different than moving to an ordinary housing estate. We are looking for people who resonate with the vision we are trying to develop through the Eco-Village Project, a new model of a sustainable human settlement. Creating a long-lasting, clear and meaningful environment for new site residents to be involved in is crucial for the long-term success of our experiment in collective living. Our rules are meant to support and frame our community life in the Park. Below you find a brief outline of the rules and other documents and their respective field of application, and some collated information regarding specific topics.

Deed of Community Conditions – Summary

Deed of Community Conditions (DoCC) – Full Version

The Deed of Community Conditions has replaced the feus on the Park as they existed prior the abolishment of the feudal tenure in Scotland in November 2004.

Titleholders' Association Summary

Titleholders' Association Rules

The Titleholders' Association Rules were created by the new Deed of Community Conditions and are a simple constitution for collective proceedings of the Titleholders' Association. The purpose of these rules is to allow the Titleholders to regulate their affairs in a clear-cut way.

Housing Site Rules

Titleholders agree to uphold the Housing Site Rules as issued by Titleholders' Association.

Common Ground

As a member of the Titleholders' Association you are subscribing to the Common Ground. The Common Ground is a statement of the common values of this international and widely diversified community. It is a living document, a code of conduct, and something we use as a tool for the transformation of ourselves, the way we relate to each other and the environment and, therefore, the world.

Your Financial Commitments

Titleholders have a number of financial commitments. This document takes the various commitments from all the other documents and puts them together for clarity.

Your Car(s)

Titleholders have responsibilities for vehicles in their charge. This document brings together all the various rules applying to cars.

Businesses, organisations and networks There are a number of organisations in and around The Park that Titleholders need to know about or might find useful. This document details the main ones.

Why Rules?

History and intention of the rules

Selling Property in The Park Ecovillage

Summary of procedure for buyers

Map

A map detailing the current Park Ecovillage boundaries, but not including Duneland.

Appendix A

Consolidated Deed of Trust constituting The Findhorn Foundation

This is the original document from which the **Deed of Community Conditions** was derived

Appendix B

Land Sales Form

This is the form you would need to complete if purchasing land or property in The Park

**Deed of Community Conditions
(DCC)**

**Clause
9
DCC**

**Clause
12
DCC**

**Clause
12
DCC**

Titleholders' Association

All Titleholders of the Park are bound to join the Titleholders' Association.

Housing Site Rules

Titleholders agree to uphold the Housing Site Rules as issued by the Titleholders' Association.

Consolidated Deed of Trust

Titleholders agree to uphold the principles of the Findhorn Foundation as outlined in the Consolidated Deed of Trust.

Titleholders' Association Rules

Rule 2e) of the Titleholders' Association Rules:

Common Ground

Subscribing to **Common Ground** is a condition of Membership

1. INDEX

The Deed of Community Conditions

1. Building – 2 years from date of entry to plot / Building Plans/ Building Standards
2. Building- Alteration / Extension
3. Insurance /Damage and destruction of building
4. Kind and number of buildings / Use of building / Operation of business
5. Use of plot/ Maintenance / Transfer of remaining part
6. Walls and fences
7. Caravans and camping
8. Use of plot / Nuisance
9. TH bound to join THA
10. Service charges for water, electricity , drainage
11. Sale of plot
12. Deed of Trust / Housing Site Rules
13. Landscaping / Tree planning, felling
14. Occupation of buildings / Letting of subjects
15. Service strip
16. Service charges for maintenance of common parts

THA Summary

1. Purpose and Definition
2. Membership
3. Voting Rights
4. Payments
5. Finances
6. General Meetings
7. Officers
8. Designated Agent
9. Cullerne House – Special Provision
10. Ecovillage Representation
11. Land Sales Group
12. Amendment of Rules and Structures
13. Arbitration / Mediation
14. Governing Law
15. Rules of Ekopio Resource Exchange Ltd.

Housing Site Rules

- 1) Maintenance and repair to dwellings
- 2) Cleanliness of the ground around dwellings, gardens / Litter and household refuse.
- 3) Recycling and use of recycling facilities
- 4) Waste water generated in the Park / Living Machine
- 5) Subletting of dwellings
- 6) Visitors, lodgers or tenants & Site Rules
- 7) Responsibility for safety and conduct of children
- 8) Pets need to be permitted
- 9) Narcotic substances

- 10) Right of Way / Speed limit for vehicles / Parking Spaces
- 11) Tax & Insurance for vehicles / Driving licence / Disabled or defunct vehicles.
- 12) Car Parking in the Park
- 13) Noise making equipment
- 14) Insurance of residents, site owners, third parties
- 15) Leaving dwellings during cold periods / Water supply and frost protection

16) Payment for electricity, energy, water and sewerage

Appendix A: Consolidated Deed of Trust

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 3. Assets
 4. Charitable purposes
 - 3.1 Religious practices
 - 3.2 Presence of spirit
 - 3.3 Relief of poverty
 - 3.4 Other purposes
 - 3.4 a) College
 - 3.4 b) Promotion of objectives
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 - 4.4 Borrowings
 - 4.5 Payment of duties
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 - 4.7 Delegation
 - 4.8 Guarantees
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 7. Depreciation
 8. Absorbition of other trusts
 9. Trustees
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 11. Winding up
 12. Execution of supplementary deed
Custodian trustee
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- ### **The Findhorn Foundation – Rules**
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 - 5a) Acceptance
 - 5b) Fees
 - 5c) Syllabus
 - 5d) Employment
 - 5e) Payment
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 - 5g) Repairs
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 - 5j) Publications
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 6. ?
 7. Variation of rules
 8. Meetings
 - 8a) Quorum

- 8b) Majority
- 8c) Casting vote
- 8d) Advisors
- 8e) Written record

Appendix B: Land Sales Form

THA: Deed of Community Conditions – Summary

Definitions

- (a) Deed
- (b) Clause
- (c) Title Holder
- (d) Plot
- (e) Dwellinghouse
- (f) Titleholders' Association
- (g) The Designated Agent
- (h) Factor
- (i) Gender, plural, persons and corporation: general explanation of language use
- (j) 'The Park Ecovillage'

Conditions

(First)

- 2 years from date of entry to plot to erect and complete and maintain in good tenable condition a single dwellinghouse .
- Plans have to be approved in writing by THA.
- Shall conform to standards of energy conservation, architectural and ecological design guidelines as issued from time to time by THA

(Second)

- Alteration and extension of buildings only with approval of THA and according to above mentioned guidelines

(Third)

- Insurance: TH shall insure buildings, keep up insurance and if required exhibit THA a current policy.
- Damage or destruction of buildings: must repair, renew or clear plot and sell on the same within two years and that according to plans approved by THA

(Fourth)

Use of buildings:

- Only for single private dwellinghouse and relative offices unless otherwise agreed in writing by THA.
- Permitted to operate business from plot provided it does not conflict with the aftermentioned Housing Site Rules

(Fifth)

- Remaining part of the plot (which is not occupied by a building) must remain unbuilt on and used as garden ground which must be tidily maintained;
- This unoccupied plot may only be divided by sale or transfer with agreement in writing of THA

(Sixth)

Boundary walls and fences: only with approval in writing by THA

(Seventh)

no caravans and camping on the plot without prior approval in writing of THA

(Eighth)

Plot must not be used for any purposes which THA considers a nuisance or offensive to the neighbourhood.

(Ninth)

All TH of Park Ecovillage shall be bound to join THA

(Tenth)

- TH shall only connect to electricity, water, drainage, and other services supplied by the THA or their Factors.
- Liable for payment for such services, exclusive of any normal consumption charges. THA obliged to produce Annual Report and Projected Budget available to the TH of the Park Ecovillage.
- Annual payment shall be increased each year in relation to increase in retail price index for period in question.

(Eleventh)

To sell or otherwise dispose of plot or any part of it, TH needs to obtain written approval of THA.

If approval is refused or not forthcoming within 21 days, THA shall be obliged to compensate TH within 2 months by payment of sum equivalent to market value of property as agreed between THA and TH.

If agreement fails, value shall be assessed by valuation committee (Members of such committee are: Designated Agent, representative nominated by Findhorn Foundation, representative nominated by THA.

Committee may inter alia take into account any valuation of the plot assessed by Chartered Surveyor, appointed by Designated Agent and THA.

(Twelfth)

TH agree to uphold

- Principles of the FF as particularly outlined in the Consolidated Deed of Trust
- Housing Site Rules as issued by THA

(Thirteenth)

Landscaping, tree planting, felling on the Plot:

Must be approved by THA in writing before works are carried out.

(Fourteenth)

- Occupation of buildings by TH only
- Letting of subjects in whole or part permitted for periods in excess of three calendar months will be permitted provided tenants are approved by THA in advance
- Such approval shall not be unreasonably withheld
- Obligation on TH to ensure that buildings on their plot are occupied for full time normal residential purpose, at least for nine months in every calendar year

(Fifteenth)

service strip shown hatched in black on the map:

- THA and their factors hold right to access service strip and use it for suppliers of electricity etc.
- TH prohibited from erecting any (...) on service strip
- TH responsible for maintenance of service strip

(Sixteenth)

- TH bound to pay an equal rate based on size of the floor area of dwellinghouse or other such buildings for cost of maintenance, repair and renewal of common parts of the Park Ecovillage (as defined from time to time by the THA)
- Such cost to be included as part of before mentioned annual payment

THA: DEED OF COMMUNITY CONDITIONS

Preamble

WHEREAS

Findhorn Ecovillage is a natural expression of the practical, grounded and spiritual work of this centre. In harmony with the Trust deed of the Findhorn Foundation, the overall aims of the ecovillage include:

(ONE) the advancement of spiritual studies and practices, by teaching, example and demonstration of the validity of the essential truths of all religious and spiritual teaching; and by such means to encourage and help those who sincerely seek, by the increase of their knowledge and the development of their being, to achieve a greater understanding of the purpose and meaning of life, and its relationship to God's universal plan;

(TWO) in recognition of the intrinsic presence of the spirit within nature, to further the conservation and preservation of the natural world, including teaching, example and demonstration of the harmonious relationship between humanity and all other forms of life.

The purpose of this evolving ecovillage also aligns fully with the Findhorn Foundation's mission of being a centre of service and living education for the integration of spiritual principles into everyday life, working to create new models for individuals and communities that seek to embody inspired forms of ecology, governance, economy, culture and spirituality.

Therefore, in implementation of the preamble:

Intention

WE, JAMES MICHAEL SHAW of "The Park", Forres, Morayshire, EDWARD JOHN POSEY of 18 Well Walk, Hampstead, London, Lady DIANA WHITMORE of Southfield, Leigh, near Tonbridge, Kent, MARIA ELISA CAPPARELLI PINHEIRO-GIBSONE of "The Park", aforesaid, JUDITH ANNE BONE of Station House, Findhorn, Forres, Moray, JANICE EILEEN DOLLEY of Wychwood, 20 The Chase, Reigate, Surrey, ROBIN ALFRED of "The Park", aforesaid, ELISE SOPHIE SCHUITEMAKER of Herengracht, 332A, 1016 Amsterdam, Holland, and CLIVE WILLIAM KITSON of 2 Seymour Road, Lower Camden, Bath the present Trustees now acting under the consolidated Deed of Trust constituting a Trust known as The Findhorn Foundation dated Fourteenth November et seq and registered in the Books of Council and Session on Tenth December all in the year Nineteen Hundred and Ninety-eight as varied by (In the First Place) Deed of Assumption and Conveyance by me the said James Michael Shaw and Others dated Sixth January et seq and registered in the Books of Council and Session on Sixteenth February all in the year Nineteen hundred and Ninety nine, (In the Second Place) Deed of Assumption

and Conveyance by me the said James Michael Shaw and Others dated Nineteenth November and registered in the Books of Council and Session on Fifth December all in the year Two thousand and One, and (In the Third Place) Deed of Assumption and Conveyance by me the said James Michael Shaw and Others dated Thirteenth December Two Thousand and One and subsequent dates and registered in the Books of Council and Session on Twenty-fifth April Two thousand and Two, (In the Fourth place) Deed of Assumption and Conveyance by me the said James Michael Shaw and Others dated 17th November 2003 et seq and registered in the Books of Council and Session on Twenty-sixth January Two Thousand and Four and as such trustees the heritable proprietors of ALL AND WHOLE (First) ALL AND WHOLE that plot of ground extending to two thousand three hundred and forty nine square yards or thereby part of the lands and farm of Cullerne in the Parish of Kinloss and County of Moray and bounded on or towards the south-east by the service road leading to Cullerne Farm from the public road leading from Kinloss to Findhorn along which it extends ninety feet or thereby and being the plot of ground more particularly described (In the First Place) in, disposed by and shown within the boundaries coloured red and marked "Area B" on the plan annexed and signed as relative to the Contract of Excambion between Alexander David Wilkie and Joan Hartnell – Beavis and others, the then Trustees of the Findhorn Foundation dated Twenty second March Nineteen hundred and Seventy five and subsequent dates and recorded in the Division of the General Register of Sasines for the County of Moray on First September, Nineteen hundred and Seventy five (Second) ALL AND WHOLE (**One**) that piece of ground in the said Parish and County lying on the north-east side of the public road leading from Forres to Findhorn being the subjects described in, disposed by and delineated and coloured red on the plan annexed and signed as relative to the Disposition by William Robert Bichan in favour of Gordon Leslie dated Ninth and recorded in the said Division of the General Register of Sasines on Twenty second both June, Nineteen hundred and Sixty one; (**Two**) that plot or area of ground part of the said lands and farm of Cullerne in the said Parish and County extending to seven acres and two hundred and seventy six decimal or one-thousandth parts of an acre or thereby Imperial Measure as the same is described In the First Place disposed by and delineated in red on the plan annexed and signed as relative to the Disposition by Mrs Jean Garrow Smith or Morrison in favour of Her

Majesty's Principal Secretary of State for the War Department dated Thirtieth April and recorded in the said Division of the General Register of Sasines on Fifth June, both months in the year Nineteen hundred and Fifty two; and (**Three**) the area of ground lying to the north-east or thereby of the public road numbered B9011 leading from Findhorn to Kinloss in the said Parish and County extending to one acre and thirty eight decimal or one hundredth parts of an acre or thereby and being the area shown delineated and coloured pink on the plan annexed and signed as relative to the Disposition by The Secretary of State for Scotland in favour of Alexander Gibson and Mrs Violet May Swanney or Gibson dated Twenty fifth April and recorded in the said Division of the General Register of Sasines on Eighth May, both months in the year Nineteen hundred and Seventy three; But always excepting therefrom ALL AND WHOLE that area of ground in the said Parish and County situated to the north-east of the said B9011 Findhorn to Kinloss public road at the Caravan Park, Findhorn Bay extending to thirty six square metres or thereby being the subjects shown delineated in black and coloured pink on the plan annexed and signed as relative to the Disposition by Alexander Gibson and Mrs Violet May Swanney or Gibson with consent therein mentioned in favour of the North of Scotland Hydro Electric Board dated Third and Sixteenth days of October and recorded in the said Division of the General Register of Sasines on Twenty seventh November, both months in the year Nineteen hundred and Eighty one; (Third) ALL AND WHOLE that area or piece of ground at Cullerne Farm, Findhorn in the County of Moray extending to six acres and four decimal or one tenth parts of an acre or thereby known as The Field Findhorn in the said Parish and County and being the area or piece of ground more particularly described in, disposed by and delineated in red on the plan annexed and signed as relative to the Disposition by John Edward Bichan in favour of Ecological Village (Findhorn) Limited (thereafter known as Eco-Village Limited) dated Twenty sixth August and recorded in the said Division of the General Register of Sasines on Twelfth September both months in the year Nineteen hundred and Ninety five; But always excepting therefrom the subjects specified in the Schedule (comprised of two parts) annexed to the Disposition first aftermentioned and which subjects at The Field are inter alia those shown

coloured yellow on the plan annexed and executed as relative to the Disposition by Eco-Village Limited in favour of James Michael Shaw and Others, the present Trustees acting under the Consolidated Deed of Trust constituting a Trust for the Findhorn Foundation said Disposition dated Twenty third August and recorded in the said Division of the General Register of Sasines on Tenth September, both months Two thousand and four; Together with by way of conveyance and not exception all buildings and erections on the whole subjects (First) (Second) and (Third) hereby disposed the pertinents, rights and privileges thereof including, without prejudice to the foregoing generality, all access, water, drainage and other rights serving the said subjects hereby described, specified in the title deeds or otherwise constituted (hereinafter referred to as “the whole subjects”) wish to deal with land comprised in the whole subjects for the sale (One) by way of Dispositions, of areas or plots of ground in the whole subjects; (Two) the construction and thereafter maintenance, repair and if necessary, renewal of services and amenities (including roadways, footpaths and all open spaces); and (Three) for all other purposes ancillary thereto having regard to the development of dwellinghouses within the whole subjects.

Definitions

In this deed, the following words and expressions have the meanings, definitions and interpretation ascribed to them:

- (a) “Deed” means this deed and any deed or document which is supplemental to, varies or is otherwise entered into and refers to and is in accordance with the terms of this deed.
- (b) “Clause” means a clause of this deed.
- (c) “Title Holder” means the owner, from time to time of any plot, and where more than one person owns a plot, it includes all of them and any obligations, burdens and conditions imposed on them shall be binding on them all jointly and severally.
- (d) “Plot” means a plot or area of ground in the whole subjects on which a dwellinghouse, or other such buildings (being not a dwellinghouse) which may include a garage, is constructed now or at any time in the future, including the garden ground pertaining to such dwellinghouse and any footpath or road within the plot.
- (e) “Dwellinghouse” means a dwellinghouse, detached or semi-detached or dwellingflat erected on a Plot.
- (f) “Titleholders’ Association” means an organisation comprising all Owners of any Plot in the area of ground known as The Park Ecovillage created to facilitate the regulation, administration and the conduct of affairs relating to all common or mutual parts within The Park Ecovillage, the organisation having the power to enact Rules from time to time for the administration and governance of the common or mutual parts. The Association shall appoint a Designated Agent to perform various functions of the organisation.
- (g) “The Designated Agent” means the person appointed by the Titleholders’ Association at a meeting to be held annually; those Title Holders present at such meeting shall be entitled to vote in the appointment of the Designated Agent, counting one vote for each Title Holder.

- (h) A “Factor” means any person or individual appointed by the Titleholders’ Association to carry out work on common or mutual parts within The Park Ecovillage, (which forms a part of Findhorn Ecovillage, an initiative which includes a variety of related activities, such as the provision of education, organic food production and various small businesses, in the area of west Moray).
- (i) Words importing any gender include the other; words importing the singular number include the plural and vice versa; words importing persons include corporations and vice versa.
- (j) “The Park Ecovillage” shall mean the land (as may be amended from time to time by the Titleholders' Association) as shown delineated as a hatched area within the black border on the plan annexed and signed as relative hereto.

Conditions

(First) The Title Holders shall be bound within 2 years from the date of entry to their Plot to erect and complete in so far as not already done and thereafter to maintain in good tenantable condition on the said Plot a single dwellinghouse and relative offices or other structure of materials and according to plans, elevations and specifications first to be approved in writing by the Titleholders' Association which plans, elevations and specification shall in all respects conform to the standards of energy conservation, architectural and ecological design guidelines as issued from time to time by the Titleholders' Association;

(Second) The Title Holders shall not alter or extend the buildings externally without approval from the Titleholders' Association of the plans, elevations and specifications which plans, elevations and specifications shall in all respects conform to the standards of energy conservation, architectural and ecological design guidelines aforementioned;

Third) The Title Holders shall insure the buildings and other erections on the Plot for at least their current reinstatement value, must keep up the insurance and if required, exhibit to the Titleholders' Association a current policy; and, in the event of damage or destruction to said buildings, must repair, renew or clear the Plot and sell on the same within two years and that according to plans elevations and specifications first to be approved in writing by the Titleholders' Association;

(Fourth) The buildings must be used only for a single private dwellinghouse and relative offices unless otherwise agreed in writing by the Titleholders' Association; notwithstanding the foregoing it is permitted to operate a business from the Plot provided that such does not conflict with the aftermentioned Housing Site Rules;

(Fifth) The Plot so far as not occupied by the dwellinghouse or other such buildings (being not a dwellinghouse) must remain unbuilt on and be used as garden ground which must be tidily maintained; this Plot not occupied by said buildings may only be divided by sale or transfer with the agreement in writing of the Titleholders’ Association;

(Sixth) Boundary walls and fences may only be erected with the approval in writing by the Titleholders' Association; such boundary walls and fences must be kept in good repair;

(Seventh) There must be no caravans or camping on the Plot without the prior approval in writing of the Titleholders' Association;

(Eighth) The Plot must not be used for any purposes which the Titleholders' Association considers a nuisance or offensive to the neighbourhood;

(Ninth) All the Title Holders of the Park Ecovillage shall be bound to join the Titleholders' Association.

(Tenth) The Title Holders shall only be entitled to connect to electricity, water, drainage, and other services supplied by the Titleholders' Association or their Factors and in consideration of the supply of the said services will be liable for an annual payment to be agreed between the Designated Agent and the Titleholders' Association, which annual payment is exclusive of any normal consumption charges. The Titleholders' Association shall be obliged to produce an Annual Report and Projected Budget available to the Title Holders of the Park Ecovillage regarding the maintenance of services aforementioned, and in the event that the annual payment is to be amended such report and budget is to be produced one month prior to any negotiations. The annual payment for services aforementioned shall be increased each year in relation to the increase in the retail price index for the period in question unless other costs arise in the provision of services which will be detailed in the Annual Report and Projected Budget;

(Eleventh) The Title Holders must not sell or in any way dispose of their Plot or any part thereof to a third party until they first obtain the written approval of the Titleholders' Association; in the event that such approval is refused or not forthcoming within twenty-one days of application to the Titleholders' Association for such approval then the Titleholders' Association shall be obliged to compensate the Title Holders within two months of the date of withholding of said consent by payment of a sum equivalent to the market value of the property as agreed between the Titleholders' Association and the Title Holder(s) concerned or, failing agreement, as assessed by a Valuation Committee (the membership of which committee will comprise, the aforementioned Designated Agent, a representative nominated by the Findhorn Foundation, and a representative nominated by the Title Holder(s) concerned) which committee in deciding the value may take account of inter alia any valuation of the Plot assessed by a Chartered Surveyor mutually appointed by the Designated Agent and the Titleholders' Association, the decision of the Valuation Committee shall be final and binding on all parties;

(Twelfth) The Title Holders agree to uphold the principles of the Findhorn Foundation as particularly outlined in the Consolidated Deed of Trust registered the 10th day of December 1998, a copy of which has been provided to the Title Holders prior to execution hereof and to conform to the Housing Site Rules as issued by the Titleholders' Association;

(Thirteenth) Any landscaping, tree planting and felling on the Plot must be approved in writing by the Titleholders' Association before any works are carried out by the Title Holders;

(Fourteenth) Occupation of the buildings to be erected on their Plot will be by the Title Holders only although letting of the subjects in whole or in part for periods in excess of three calendar months will be permitted provided tenants are approved by the Titleholders' Association in advance, such approval not to be unreasonably withheld subject to the specific declaration that it will be an obligation on the Title Holders to ensure that the buildings to be erected on their Plot are occupied for full time normal residential purposes and to ensure such full time occupation for at least for a period of nine months in every calendar year.

(Fifteenth) In so far as any Disposition deed to the Title Holders includes a service strip shown hatched in black on the plan, annexed and signed as relative to that disposition there is reserved to the Titleholders' Association or their Factors as suppliers of electricity, water, drainage and other services and British Telecommunications or their successors as providers of communication services from time to time the right to undertake the laying, maintenance and repair of service and telecommunication cables and pipes within the service strip together with all necessary rights of access to the service strip for this purpose and in addition the Title Holder is prohibited from erecting or having erected on the service strip or any part thereof any buildings, walls, fences, gates or other structure whether permanent or temporary and shall not alter the level of the service strip nor plant any trees or shrubs thereon and shall be responsible for the maintenance of the service strip at all times and there is reserved to the Titleholders' Association or their Factors, the service providers and others having an interest therein to remove any buildings, walls, fences, gates or other structures or any trees shrubs or others on the service strip with a right of access over the said service strip for the purpose of exercising said right;

(Sixteenth) The Title Holders shall be bound to pay an equal rate, based on the size of the floor area of the dwellinghouse(s) or other such buildings (being not a dwellinghouse) they own along with other Title Holders having an interest therein of the cost of maintenance, repair and renewal of the common parts of the Park Ecovillage (as defined from time to time by the Titleholders' Association); such cost to be included as a part of the before mentioned annual payment.

THA: THE TITLEHOLDERS' ASSOCIATION-SUMMARY

The Titleholders' Association came into being on the 28th November 2004 as a result of the Scottish Parliament's decision to do away with the legal status of the Feudal Superior and to phase out all existing feu conditions and replace them with 'real burdens'. Unlike feu conditions, which are imposed by a single superior, such burdens are conditions on the use of the land, which neighbours collectively impose on one another. In the case of Park residents these burdens became a Deed of Community Conditions¹, which all existing titleholders agreed to, and which all landowners, both present and future, will need to comply.

The original landowners were the Findhorn Foundation (FF) and in respect of the Field residents, Eco-Village Ltd. However the latter company was dissolved and the residual responsibilities were taken on by the FF mid 2004. As a result of the change in the law, the FF Trustees resolved to set up a new independent co-ordinating structure to carry out some of the duties and responsibilities of the old Feudal Superior, and in response to the general feeling on campus that site residents and 'titleholders' should have the opportunity for more involvement in the development of the site and in the day to day running of the infrastructure.

Thus the Titleholders' Association (THA) was formed and a set of "Rules" drawn up to govern the operation of the association.

Briefly these cover:

- membership and voting rights
the appointment of a Chair and a Committee as required
- the appointment of a Designated Agent to negotiate an annual payment for services required from the Eco-Village
supervision of planning applications (Park Planning Group)
co-ordination of matters relating to land maintenance and development (Edge Group)
supervision of proposed new owners of domestic property in the Eco-Village (Land Sales Group)
- long term land use and planning initiatives for the Eco-Village

A small charge is made to cover the administration costs of the THA (currently £3 per mon.)

All developed property owners on the Park are members of the THA and entitled to vote at the AGM. It is fair to say that currently there are some 60 plus individual titleholders and approximately 120 'properties' under the ownership of the FF. However it is expected that this ratio will reverse over the next 5-10 years as the Eco-Village expands

The THA operates as a division of Ekopia Resource Exchange Ltd. which is an Industrial and Provident Society established to promote rural regeneration and sustainable economics for the benefit of the community by the provision of financial and technical assistance, business and consultancy. This is purely an administrative device to take advantage of an existing legal entity and to avoid duplication of overheads.

August 2005

V4.5

THA: Titleholders' Association Rules

1. Purposes & Definition

For individuals and organisations owning land at the Park, Findhorn to collaborate in the maintenance and development of The Park Ecovillage

Note: Version 4.5 is essentially the same as 4.4 except various additional notes have been added to reflect current practice and changes in other organisations and documents. The actual Rules have not been changed.

To participate in the creation of a collective, shared identity that will create a long lasting and self-regulating ethos of land ownership and occupation of the Eco village.

Definition: The Park Ecovillage incorporates as one settlement land owned by the Findhorn Foundation and others at 'The Park', including the holiday caravan park, The Field, the woods and land within the settlement boundary belonging to Duneland Ltd., and Cullerne gardens. A map of the site is available and is included in the 'Welcome Pack'.

2. The Membership

Definitions

- a) Members shall be comprised of persons or organisations owning a developed and Occupied Property in the Ecovillage.
- b) An Occupied Property shall include any land with a permanent or temporary building upon it, including a mobile home, which is in use for nine months of the year or more either as domestic premises or as a place of work.
- c) 'In use' shall be defined as:
 - For domestic premises - occupied overnight on a regular basis.
 - For a place of work - used for twenty hours a week or more on a regular basis, and having services typically associated with a place of work such as electricity, a heating system, plumbing etc.
 - Common sense shall be applied and qualifying places of work shall not include sheds, greenhouses, lavatories etc. where occasional work takes place, but which would not normally constitute a permanent place of work.

Conditions of Membership

- d) For the purposes of ascertaining Membership of the Association, an Occupied Property shall not include ownership of a mobile home without ownership of the land on which it is sited. Neither tenancy nor sub-tenancy of domestic or non-domestic property shall entitle either individuals or organisations to Membership of the Association.
- e) It is a condition of Membership that Members subscribe to 'Common Ground' as may be adopted by the New Findhorn Association or the Findhorn Foundation from time to time.
- f) It is a condition of Membership that Members adhere to planning regulations, especially requirements for planning permission and building warrants.

Cessation of Membership

- g) A Member shall cease to be a Member upon ceasing to own any Occupied Property in the Ecovillage.

- h) Members may be suspended forthwith by resolution of a General Meeting for conduct deemed detrimental to the Association, provided that notice of the conduct alleged against them is given to them at least one calendar month before the meeting at which the resolution is to be considered and they are given an opportunity thereat to answer such allegations,
- i) No person who has been suspended from Membership shall be re-admitted except by resolution of a general meeting,
- j) Any persons who have been suspended from Membership shall still be subject to dues for services provided by the Association (or its agents) in respect of any property they may own (whether occupied or not).

Ex-officio Membership

- k) Ex-officio Membership shall entitle a member to attend and speak, but not vote at meetings of the Association
- l) Ex-officio Membership shall be granted to any individual owning undeveloped land in the Ecovillage which (in the opinion of the Association) they intend to develop,
- m) Ex-officio Membership may be granted to any organisation having a substantive role to play in the development of the Ecovillage, but which does not own developed and Occupied Property in the Ecovillage.

3. Voting Rights

- a) Members shall have one vote for each developed property they own. These properties to be identified in a document to be revised on an annual basis by the Titleholders' Association.
- b) This vote may be transferred to a tenant of that property holding a lease in excess of five years at the discretion of the Member or, for shorter leases, by the Member applying to the Titleholders' Association in writing.
- c) No individual property shall entitle a Member or Members to more than one vote. Where such a property is owned by one or more individuals, one of their number shall be appointed to represent the interests of that property.
- d) Caravans, including holiday caravans shall entitle a Member to one vote for every two such properties owned on land belonging to that Member.
- e) Mobile Bungalows shall entitle a Member to one additional vote for every such property owned on land belonging to that Member.
- f) The Association shall keep an up-to-date written record of Occupied Properties indicating which properties entitle Members to a vote.
- g) The Association shall keep an up-to-date written record of Members including, where appropriate, which Members are designated to vote.

4. Payments

- a) Each Member shall pay an annual agreed sum, based on the size of the property(s) they occupy to the association on a basis to be agreed from time-to-time, typically by monthly payments. This sum shall be reviewed annually on accordance with the various agreements in place between titleholders.
- b) These payments shall be agreed by a Designated Agent (as defined below), and representatives of Members that are organisations.
- c) The Titleholders' Association shall be obliged to produce an annual report and projected budget to the Members regarding the maintenance and development of

services in the Ecovillage, and in the event that the annual payment is to be amended such report and budget is to be produced one month prior to any negotiations.

- d) The annual payment for such services shall be varied each year in line with any variation in the retail price index for the period in question unless other costs arise in the provision of the services, which will be detailed in the Annual Report and Projected Budget.

5. Finances

- a) The Association shall not have the power to borrow monies except with the specific agreement of the Members at a duly constituted General Meeting.

6. General Meetings

- a) Meetings of Members may be called by the Chair or any five individual members on fourteen days written (including email) notice.
- b) Decisions at such meetings will ideally be made by unanimity or failing that, consensus. If unanimity or consensus cannot be reached, decisions may be taken by a simple majority of the votes represented at the meeting.
- c) The quorum of such a meeting shall be that a third of the total votes of the Association are represented.
- d) Members may allow a proxy to attend and vote at such meetings in their stead.
- e) The Designated Agent shall be deemed to hold the proxy votes of individual Members not otherwise represented at such meetings. The Designated Agent shall not hold the proxy votes of Members that are organisations unless provision for this is provided in writing by the organisation(s) concerned.

7. Officers

- a) The Association shall appoint a Chair, and as required a Committee, to oversee their affairs. Such Officers shall be subject to annual election except as outlined below.
- b) The Chair shall appoint a deputy to act in his/her stead in case of absence or incapacity.
- c) In the event of a Committee being formed the Association may also request the presence on the Committee of individuals representing organisations whose work is relevant to the Association. Such individuals shall not be subject to annual election, although the Association may review the presence of such representatives from time to time.

8. Designated Agent

- a) Members shall at a meeting to be held annually be responsible for appointing a Designated Agent from their number or otherwise, to negotiate on behalf of their number the annual payment in respect of the services required for the Ecovillage and in other matters as may be required.
- b) Only those Members or their proxies present shall be entitled to vote in the appointment of a Designated Agent and a quorum of such meeting shall be five Members present at the meeting and entitled to vote under the provisions of Rule 3.

- c) For the purposes of this appointment only, each Member shall be entitled to one vote, irrespective of the number of Occupied Properties they own,

9. Cullerne House - Special Provision

- a) The Ecovillage includes the whole of Cullerne Gardens, but payments for all services supplied to the property are currently on a separate basis to the remainder of the site.

10. Ecovillage Representation

The Association shall oversee the following activities:

- a) The implementation of various 'Titleholders' Site Rules' for the benefit of Ecovillage residents.
- b) Supervision of planning applications by those wishing to develop land in the Ecovillage (currently undertaken by 'Park Planning Group').
- c) Co-ordination of matters relating to land maintenance and development in the Ecovillage (currently undertaken by Edge Group).
- d) Supervision of proposed new owners of domestic property in the Ecovillage (currently undertaken by 'Land Sales Group').
- e) Long-term land use planning initiatives for the Ecovillage.
- f) Recognising its wider remit, the Association shall also participate, and as necessary organise at least one meeting per annum to which all site residents and users may attend, on matters concerning the general development of the Ecovillage.
- g) The Association shall keep an up-to-date map of The Park Ecovillage specifically indicating its geographical boundaries.

11. Land Sales Group

In the event of the Land Sales Group or other party requesting that the Titleholders' Association exercise its option to refuse permission for a Title Holder to sell their property to a third party, and as a consequence offer compensation to that Title Holder, The Chair shall endeavour to provide a suitable financial package to enable such compensation to be paid without significant costs to the members of the Association, such package conforming to Rules 5 and 15. Under no circumstances shall the Chair be authorised to expose Members to the costs of providing such compensation and Members shall not at any time be under such liability. In the absence of a properly constituted General Meeting held to discuss-any decision to refuse such permission, the Chair shall have the power to permit the requested sale on behalf of the Titleholders' Association if he/she believes that to withhold it would entail exposing Members to significant and otherwise unnecessary costs.

12. Amendment of Rules & Structure

- a) Any of these Rules may be rescinded or altered, or any new rule may be made, by the vote of three-quarters of all the Members present or represented at a properly constituted General Meeting, provided that a written resolution (not including email except for any members living furth of Scotland) to alter any rule has been circulated fourteen days in advance of any such meeting.

- b) Similarly, the structure of the organisation may be altered by the vote of three-quarters of all the Members present or represented at a properly constituted General Meeting, provided that a written resolution (not including email except for any members living furth of Scotland) to alter any rule has been circulated fourteen days in advance of any such meeting.

13. Arbitration

- a) In the event of any dispute between the parties with regard to these Rules, or the interpretation, construction or implementation thereof, at the demand of either party such dispute shall be promptly submitted to a panel of mediators, with one to be chosen by each party to the dispute. Such mediators shall attempt to resolve the situation amicably to the satisfaction of all concerned.
- b) In the event of the mediators being unable to resolve the dispute, such dispute shall be promptly submitted to a panel of arbitrators with one to be chosen by each of the following bodies; the Council of the New Findhorn Association, The Designated Agent, the Findhorn Foundation. The decision of a majority of the arbitrators shall be final and binding on the parties hereto and may be enforced by any Scottish court of competent jurisdiction, which the party prevailing in the arbitration may select, the other party hereby consenting and agreeing to submit to the jurisdiction over its person or property in such court.

14. Governing Law

These Rules shall be governed by and construed and interpreted in accordance with the laws of Scotland.

15. Rules of Ekopia Resource Exchange Ltd.

Whilst the Association remains a part of Ekopia Ltd. it shall also be bound to work within the Rules of that organisation. Membership of the Association does not imply Membership of Ekopia Ltd.

Explanatory Notes

Clause 10. Ecovillage Representation

There is no intention to significantly alter the remit or structure of any of these bodies. A clearer definition of their activities than presently exists will be provided in due course.

The Titleholders' Site Rules are simply the existing Housing Site Rules (renamed, as they are different from the Caravan Park Site Rules which also apply to some 'housing'). These Rules are for the benefit of all Residents.

Park Planning Group (PPG) is responsible for the physical planning and siting of all developments within The Park.

Edge Group exists to ensure a clear flow of information between all the agencies involved in land development at The Park. (The Edge Group has now been incorporated into PPG)

Land Sales Group considers applications to buy land and live on the site. Land Sales Group no longer meets as a group, but designated members of the constituent organisations (NFD, FF, THA & NFA) consider applications and report back to the Titleholders Secretary.

More detailed descriptions of these bodies can be found in your 'Essential Guide'. (The 'Essential Guide' has not been updated since 2000 as it was intended for people building new houses on the field, and as this stage of the development has now completed (except for plot 413) it is now very out of date. However Titleholders may consult it by making an appointment with the Titleholders Secretary.)

Clause 12. Amendment of Rules & Structure

Rule 12b is inserted so that a new company such as a limited company may be formed if the initial structure e.g. a company limited by guarantee, a division of Ekopia etc. proves to be unsatisfactory.

Additional Rule: If, as planned, the Association becomes a part of Ekopia there will be an additional Rule 15 as follows. On the assumption that two or more directors of Ekopia are also Members of the Association's Committee and/or attend General Meetings, the THA can act as a sub-committee of Ekopia and the full board of Ekopia informed of any decisions as required. If two Ekopia directors are not present then decisions taken by the Association may need to be ratified by the board of Ekopia, or possibly a sub-committee set up for that purpose. This has now taken place and is in operation.

THA: Housing Site Rules

Site Rules For Residents of The Park

The Title Holders Association
The Findhorn Foundation
New Findhorn Directions Ltd
The Park, Findhorn Bay
Forres, Moray IV36 3TZ
Scotland

The site rules are for the benefit of all Residents, specifically the individual Title Holders (home owners), but also more generally for all residents of and visitors to The Park. It is hoped that everyone will contribute to the well-being and quality of life for all by following these guidelines and suggestions.

- 1) Residents are responsible for maintenance and repairs to their dwellings, which should be kept in a sound and clean condition inside and outside,
- 2} Residents are responsible for the cleanliness of the ground around their dwellings and are asked to keep their gardens in good order. All litter and household refuse should be deposited in the wheely bins on the mornings of refuse collection.
- 3) Residents are asked to recycle whenever possible and make use of the recycling facilities provided on site by Moray Council and those by the Phoenix shop including: paper and cardboard, ferrous (iron based, magnetic) metals, nonferrous metals (copper, aluminium, brass), glass, batteries, used clothing, compost and burnables.
- 4) All waste water generated in The Park is treated on site in the Living Machine ecological sewage treatment plant at the south end of the holiday caravan field, in order to ensure its efficient functioning Residents are asked to refrain from putting anything other than human waste and normal toilet paper into the loos. Do not under any circumstances put tampons, sanitary napkins, disposal diapers or any other items down the loo as they will foul the pumps that are essential for moving the sewage to the Living Machine for treatment. Anyone found wilfully disregarding this will be considered to be violating site rules.
- 5) Dwellings may not be sublet for periods in excess of 3 months without the prior written consent of the Title Holder Association, Residents are asked to keep the Caravan Park Office informed of any changes in occupancy for shorter periods to ensure communication.
- 6) Residents are responsible to ensure any visitors, lodgers or tenants staying in their dwellings are aware of and keep the site rules
- 7) Residents are responsible for the safety and conduct of their children at all times,
- 8) Pets are not permitted in The Park without the permission of the Park Campus Focaliser / Caravan Park Manager. Where this is granted, dogs must be kept on a lead at all times on the site and exercised off the site to avoid fouling public and private areas in The Park.
- 9) Any narcotic substances which are banned in the United Kingdom are strictly banned from The Park. Any tenant who is found in possession of or using such substances, or who makes them available to others, will be asked to leave the site immediately,
- 10} Pedestrians, bicycles and all forms of people have the Right of Way at all times, and motor vehicles must give way. Vehicles must be driven carefully not exceed the

limit of 15 m.p.h. Vehicles must keep to recognised parking spaces, not on the grass and not in such a way as to obstruct the roads. Reckless drivers may be banned from driving in The Park,

- 11) Vehicles must be properly taxed and insured with a valid 'MOT. Drivers must hold a current driving licence. Disabled or defunct vehicles must be removed.
- 12} Car parking in The Park is to be in designated car parking areas. Residents are asked to park in these areas only. No parking on the sites is permitted without written consent, which would only be considered in case of special needs i.e. disabled.

Additional parking for overnight guests is not provided and visitors are kindly asked to use the free car parking area on the main runway.

- 13) Musical instruments, radios, stereos, power tools and motor vehicles or other noise making equipment must be used so as not cause disturbance to others, especially between the hours of 10:30 pm. and 8:00 am. (Sunday 11:00 am).
- 14) Residents will be wholly responsible for the insurance of their own effects, and will not prejudice any insurance policies effected by the site owner in respect of the property and/or its contents, third party or other insurances
- 15) Residents leaving their dwellings during cold periods are responsible for ensuring that any water supply is shut off and proper frost protection undertaken.
- 16) Residents are responsible for payment of electricity, energy, water and sewerage charges and ground rent and are required to pay these to the Caravan Park Office on a monthly or as agreed basis. Overdue payments in excess of two month are considered to be a breach of site rules and Residents may face discontinuation of supply if non payment continues.

Common Ground

If the word "commit" is too strong for you, then you can choose to use the word "aspire"

1. **Spiritual Practice** I commit myself to active spiritual practice and to align with spirit to work for the greatest good.
2. **Service** I commit myself to the service of others and to our planet, recognising that I must also serve myself in order to practise this effectively.
3. **Personal Growth** I commit myself to the expansion of human consciousness, including my own, and I recognise and change any of my personal attitudes or behaviour patterns which do not serve this aim. I take full responsibility for the spiritual, environmental and human effects of all my activities.
4. **Personal Integrity** I commit to maintain high standards of personal integrity, embodying congruence of thought, word and action.
5. **Respecting Others** I commit wholeheartedly to respect other people (their differences, their views, their origins, backgrounds and issues), other people's and the community's property, and all forms of life, holding these all to be sacred and aspects of the divine.
6. **Direct Communication** I commit to using clear and honest communication with open-listening, heart-felt responses, loving acceptance and straightforwardness. In public and in private I will not speak in a way that maligns or demeans others. I will talk to people rather than about them. I may seek helpful advice, but will not seek to collude.
7. **Reflection** I recognise that anything I see outside myself—any criticisms, irritations or appreciations—may also be reflections of what is inside me. I commit to looking at these within myself before reflecting them to others.
8. **Responsibility** I take responsibility for my actions and for my mistakes. I am willing to listen to constructive criticism and to offer constructive feed-back to others in a caring and appropriate fashion, to challenge and support each other to grow.
9. **Non-violence** I agree not to inflict my attitudes or desires (including sexual) on others. I agree to step in and stop, or at least say that I would like stopped, actions (including manipulation or intimidation) that I feel may be abusive to myself or others in the community.
10. **Perspective** I take responsibility to work through and put aside my personal issues for the benefit of the whole community. I will resolve all personal and business conflicts as soon as possible. I acknowledge that there may be wider perspectives than my own and deeper issues than those that may immediately concern me.
11. **Co-operation** I recognise that I live in a spiritual community and that it functions only through my co-operation and my good communication. I agree to communicate clearly my decisions. I agree to communicate with others who may be affected by my actions and decisions and to consider their views carefully and respectfully. I recognise that others may make decisions which affect me and I agree to respect the care, integrity and wisdom that they have put into their decision-making process.
12. **Resolution** I commit to make every effort to resolve disputes. At any time in a dispute I may call for an advocate, friend, independent observer or mediator to be present. In the event of a dispute continuing unresolved, I will have access to a Grievance Procedure. I commit to following this procedure [to be decided by the community].
13. **Agreements** I commit to keeping agreements I have made and not to break or try to evade any laws, rules, or guidelines; to have honest dealings with all bodies and to pay all charges and dues owing.
14. **Commitment** I commit to exercising the spirit of this statement of Common Ground in all my dealings.

THA: Your Financial Commitments

The Park Ecovillage is a private estate and as such is responsible for its own infrastructure which would otherwise be maintained by the Local Council. In other words, we are responsible for all the services which would normally be provided by the Local Council. It should be therefore borne in mind that there are some financial commitments involved in choosing to live in such a community.

1. HoCo Service Charges – Maintenance and upgrading of the common infrastructure

As a Titleholder of a plot in the Park Ecovillage you share land with all partners and park residents and you cooperate in the care of the land. The HoCo charge is essentially an additional ‘Council Tax’ established for all land users of The Park to cover the costs of maintenance and upgrading of the common infrastructure needed to support our settlement.

You therefore commit to pay an equal rate based on the size of the floor area of your dwelling house or other such buildings for the cost of maintenance, repair and renewal of the common parts of the Park Ecovillage.

1.1. Assessment of HoCo charges for residential houses

Residential houses are assessed on the basis of usable floor area in square meters. The measurements are taken from the house plans on the basis of the internal face of external wall to external wall, neglecting all internal walls and partitions.

The current rate of rent is £3.40 per square meter per year. So for example the HoCo Service Charge for a 100 square meter house would be $100 \times 3.40 = £340$. This is usually charged on an equal monthly basis. So £28.33 a month.

1.2. What elements of ‘infrastructure’ does the HoCo Service Charge include?

Infrastructure of the Park includes:

- Roads and paths
- Water supply
- Sewerage
- Surface water disposal
- Street lightening
- Road signs
- Parking
- General new landscaping

There are three additional elements of infrastructure which are not covered by the HoCo charges. These are:

- Electrical supply
- Telephone
- Computer Network (where available)

Each of these are maintained separately.

- The Park Renewables, a division of NFD Ltd., maintains the electrical supply and distribution network, including the windmill.
- British Telecom maintains the telephone network;
- FFIT, also a division of NFD Ltd., maintains the computer network.

2. Utility Service Charges

As a Titleholder you agree to only connect to electricity, water, drainage and other services supplied by the Titleholders' Association and their factors. The Utility Service Charges covers the cost for electricity, water, drainage and other services exclusive normal consumption charges.

(Clause 10 of the Community Conditions)

3. Payment of Service Charges

You are responsible for the payment of the Utility and the HoCo Service Charges and you are required to pay these to the NFD on a monthly or as agreed basis. Overdue payments in excess of two months are considered to be a breach of the Housing Site Rules and you may face discontinuation of supply if non-payment continues.

(Rule 16 of the Housing Site Rules)

4. Annual report and projected budget

The Titleholders' Association is obliged to produce an annual report and a Projected Budget available to you. The annual payments are increased each year in relation to the increase in the retail price index for the period in question.

For further reference please go to

- Clause 10 and 16 of the Deed of Community Conditions
- Rule 4 of the Titleholders' Association Rules
- Rule 16 of the Housing Site Rules.

Example of housing costs on the Field of Dreams as at October 2009

Billed by NFD monthly:

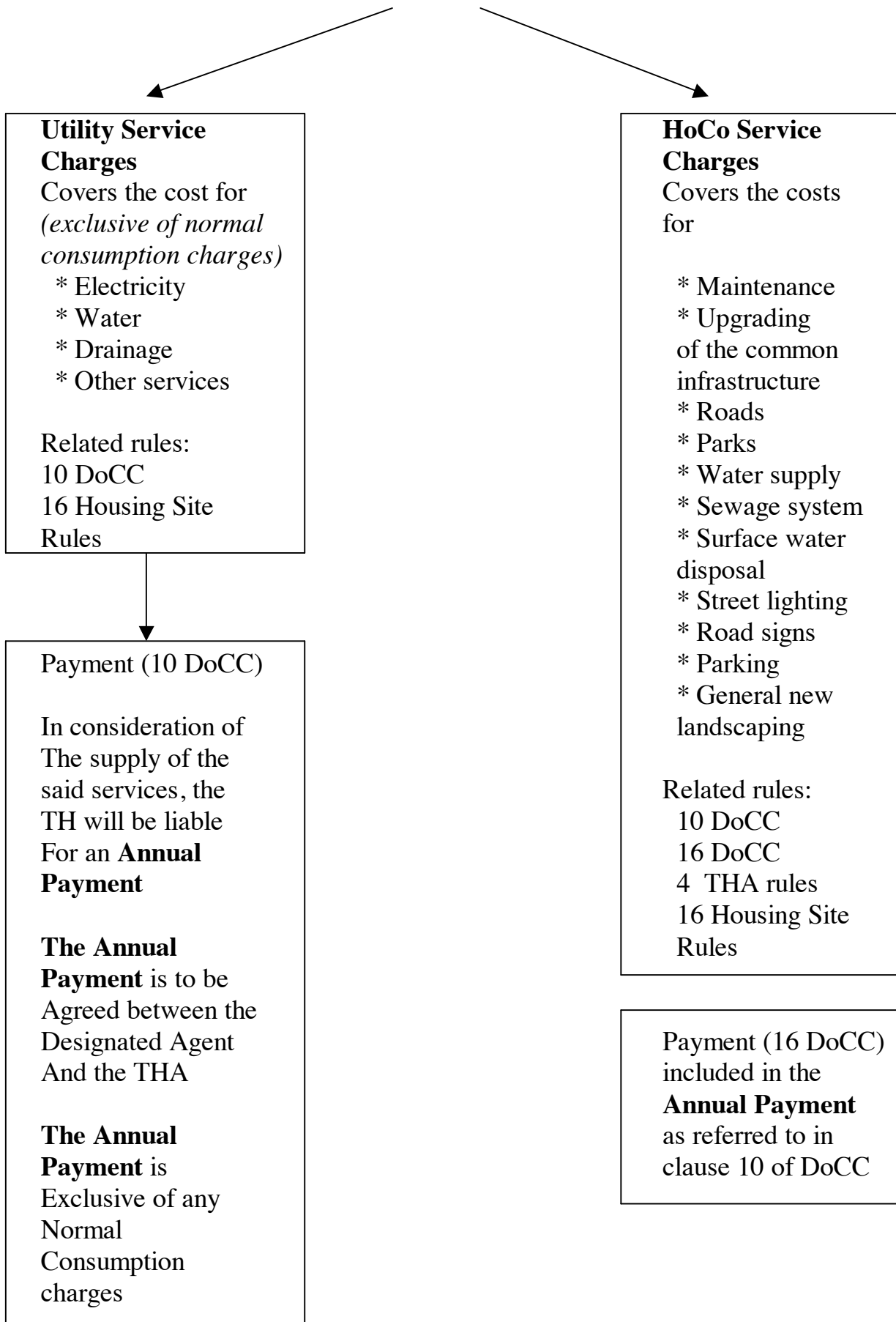
<u>Electricity</u>	Basic cost per kwh	9.69p
	Distribution and other charges per kwh	4.20p
	Availability (per month)	£4.75
<u>Gas</u>	47Kg cylinder	£50 - £60
	These can be supplied and charged via your NFD bill or via your own chosen supplier, or gas is cheaper if supplied in bulk to an underground tank.	
<u>Water & Sewage</u>	Charged as per Council Tax Band for your house	
<u>HoCo charge on behalf of THA</u>	Per square metre of your property	£3.40
<u>Titleholders Association Fund</u>	Per month	£3.00
	Plus VAT on energy	5%

Billed by Moray Council (can be paid monthly or yearly)

Council Tax As normal Council Tax charge except you do not pay Water and Sewage charges, so paid as per the Council Tax Band for your property

So costs for a 150 sq.m. 3 bedroom house (approx. monthly average) **£325**

Titleholders Financial Commitments



THA: Your Car(s)

The design concept for the Park Ecovillage has been the creation of a settlement for the meeting of human needs, the protection of the environment and an enhanced quality of life for all beings. Car sharing and limited car ownership is encouraged. Thus the Park Ecovillage has not been designed around the statutory planning space requirements dictated by the motor car on a conventional development. Hence the pedestrianisation of roadways, the non-provision of private parking spaces and the reduced impact of the motor car on the built environment.

Right of Way

There are no pavements adjoining the roads through the site as these roads are predominantly 'shared surface'. Pedestrians, bicycles and all forms of people have the Right of Way at all times, and motor vehicles must give way.

Speed Limit

Vehicles must be driven carefully not exceed the speed limit of **15 m.p.h.**

Parking

- **Vehicles** must keep to recognised parking spaces, not on the grass and not in such a way as to obstruct the roads.
- **One lot per plot:** Car parking in The Park is to be in designated car parking areas. Residents are asked to park in these areas only. You are only allowed one vehicle per dwelling to be parked on the Field of Dreams. Please park second cars off the Field and ask your guests & visitors to do likewise. If you have a **second vehicle** permanently or temporarily, this needs to be parked off the field.
- **No parking on the sites** is permitted without written consent, which would only be considered in case of special needs i.e. disabled.
- Please do not park on your property, the verges or in the turning circles.
- Additional parking for overnight guests is not provided and visitors are kindly asked to use the free car parking area on the main runway.

Our goal is to find simple ways of making the parking on the Field more convenient with the minimum of rules and regulations and costs.

Insurance

Vehicles must be properly taxed and insured with a valid 'MOT'.

Driving Licence

Drivers must hold a current driving licence.

Disabled or defunct vehicles

Disabled or defunct vehicles must be removed.

Reckless drivers may be banned from driving in The Park.

For further reference please go to Rules 10,11, 12 of the Housing Site Rules.

THA: Business, organisations and networks

Duneland Ltd

A company of investors associated with the Foundation and its values who have purchased land adjacent to Foundation property for future village development and creation of a nature reserve. They have OPP (outline planning permission) for 40 houses and other mixed uses and as at autumn 2009 are preparing a detailed planning application for the first phase (1A) of 25 houses.

Eco-Village Development Group(EDGE)

This body exists to ensure a clear flow of information between all agencies involved in land development at The Park. **NOW INCORPORATED INTO PPG**

The Eco-Village Project is part of the charitable trust that is the Findhorn Foundation, and concerns itself with ecological aspects of the Foundation property.

Ekopia Resource Exchange Ltd

Ekopia is part of the intentional community associated with the Findhorn Foundation. Ekopia seeks funds from members of our community of interest to be re-invested in worthwhile community ventures. The idea is to find projects with commercial prospects that will generate a suitable return for investors. Borrowers must have a social as well as economic purpose, and soundly based plans and projections. It is not the primary purpose of Ekopia to seek donations for worthy non-commercial ventures. The Titleholders Association is a sub-division of Ekopia.

The Findhorn Foundation

The Findhorn Foundation is a charitable trust registered in Scotland.

HoCo (Housing Company)

HoCO began its existence as a way for the Foundation to make annual payments towards significant site improvements, for which it was not likely any single year's budget would be able to cope. Over the past few years it has become more like a 'site maintenance' department. With the advent of significant extra payments coming in from titleholders, the nature and purpose of this organisation has become more complex.

Land Sales Group

A person choosing to buy land and live on this site is also joining the wider Findhorn Community which needs to be considered before land is sold. We are first and foremost a spiritual centre and we need to establish that potential buyers are sympathetic and able to support the spiritual vision and purpose of the Foundation and Community.

Having said that, the primary constitutional ethic of this group is to come from a place of saying 'yes' to all applications. The Group exists to ensure a harmonious result for all parties.

Once there has been sufficient time to 'get to know each other' and the go ahead given by Land Sales Group, a potential buyer can proceed with purchase of a site or an existing property. Once you have completed this stage, you are now ready to enter the legal process for the purchase of the site or property

New Findhorn Association

The New Findhorn Association was created in 1999 to bring together the diverse organisations and people associated with the community within a 50 mile radius. The association has an elected voluntary Council, but control of all aspects of the Association's affairs ultimately lies with the membership through various democratic processes.

The Council's role is to facilitate communication across the community and empower grassroots members to provide services for themselves through a mixture of cooperation, private enterprise, sub-contracting, leasing and other means.

New Findhorn Directions (NFD) Ltd – Trading arm of the FF

(NFD) Ltd is the wholly owned trading arm of the Foundation. The company operates a number of businesses (sub-divisions)

- The Caravan Park
- Wind Park Energy (who operate the wind turbines)
- Park Renewables (who control the main electrical infrastructure)
- HoCo (short for Housing Division)

Park Planning Group

Park Planning Group (PPG) is responsible for the physical planning and siting of all developments within the Park. In the case of new houses, extensions and additions, plans must be reviewed and approved prior to applying for Planning Permission to the local authority (Moray Council). This will also involve a community consultation process, making plans public and seeking comments. The consultation process normally involves the plans being made public for a period of time and an invitation for comments. Controversial or unpopular plans will require a longer process, perhaps involving larger meetings before approval is given. Smaller items can be decided directly by PPG.

Titleholders' Association

The Titleholders' Association (THA) is an organisation comprising all owners of any plot in the area ground known as The Park Ecovillage. The association was created to facilitate the regulation, administration and the conduct of affairs relating to all common or mutual parts within the Park Ecovillage. It allows individuals and organisations owning land at the The Park Ecovillage to collaborate in the maintenance and development of the Park Ecovillage and to participate in the creation of a collective, shared identity that will create a long lasting and self-regulating ethos of land ownership and occupation of the Ecovillage. The organisation has the power to enact rules from time to time for the administration and governance of the common and mutual parts. All the Titleholders of the Park Ecovillage are bound to join the THA.

Other businesses and organisations based in the Community

- Phoenix Community Stores and Blue Angel Café
- Big Sky Printing
- Trees for Life

And many others.

Why Rules?

The Deed of Community Conditions, The Titleholders Association, The Housing Site Rules and The Common Ground

History & Intention

If you buy a property and live in the Park, you will also be joining an existing community, and in that sense it is quite different than moving to an ordinary housing estate. We are looking for people who resonate with the vision we are trying to develop through the Eco-Village Project, a new model of a sustainable human settlement.

Creating a long-lasting, clear and meaningful environment for new site residents to be involved in is crucial for the long-term success of our experiment in collective living. There are very many examples from previous centuries of small towns and villages which began life with some kind of religious or spiritual dimension but which are today simply another remarkable dot on the map, with an interesting history that a few residents may be aware of. This transition from the sacred to the mundane has generally occurred a generation or so after a 'softer' community started expanding into a village.

The Community Conditions

The Deed of Community Conditions has replaced the feus on the Park as they existed prior the abolishment of the feudal tenure in November 2004. We have adopted the Community Conditions for the Eco-Village to ensure that:

- People building and buying houses here are doing so because they wish to actively participate in the Findhorn Community in some way, or are at least sympathetic to our aims and
- The principles and practices of the Eco-Village are maintained, particularly in the areas of ecological building design, energy conservation and land use.

The Community Conditions put certain restrictions on the use of your property here at the Community. However, we hope you will agree that it is important to maintain a certain integrity, continuity and clarity of vision in what we do. Many people from around the world come to see what we are doing, to learn from our example and replicate in their own communities. We have a collective responsibility to offer the best example we can. Thus the need for standards.

The 'Deed of Community Conditions' has been signed a registered for all existing and future land owners.

How the Deed of Community Conditions came into existence – A brief history

For centuries Scottish land law had been based on a literally feudal idea. All land had a 'feudal superior': When land was sold the sale was generally not 'freehold' but came with various encumbrances. This device was useful for the Findhorn community in that it enabled the community to impose a verity of feu conditions to go along with land exchanges. In November 2004 the legal background to landholding in Scotland changed and this archaic system was replaced with a more modern one. The feudal system of land tenure was abolished and replaced with a system of outright ownership of land. The right of feudal superiors to enforce conditions was ended, subject to certain saving conditions of a restricted nature.

The changes in the law meant that the Foundation either has to perpetuate its paternalist role, or involve existing feuars in a new way. It was felt that the time had come to take the latter course of action. In June of 2003 the Foundation Trustees resolved to create a new organisation that

would include all land owners at the Park in a body to oversee various collective affairs. To allow the creation of such an organisation, the Foundation worked to create a new ‘Deed of Community Conditions’. These Conditions to be signed and registered for all existing and future feuars/title holders. As a consequence the Titleholders’ Association was born – ‘An association to develop a collective, shared, legal identity for the whole Park Settlement’.

The birth of the Titleholders’ Association and the Titleholders’ Association Rules

Today The Titleholders’ Association primarily covers two aspects – legal and cultural:

- It oversees the legal relationship relating to land ownership, occupation, and development for the whole Park settlement
- It creates a collective, shared identity that will create a long lasting and self-regulating ethos of land ownership and occupation. Last but not least it allows the Titleholders as a group to discuss affairs of collective importance. HoCo payments are an obvious example.

The Titleholders’ Association Rules are a simple constitution for collective proceedings of the Titleholders’ Association. The purpose of these rules is to allow the Titleholders to regulate their affairs in a clear-cut way.

It should be borne in mind that whilst the change in the legal structures were the main impetus for change, there had been and still is an important and parallel process at work within the Park.

The significant growth in the number of individuals owning land is only the beginning of a transformation process going on in our midst. The creation of a Titleholders’ Association has therefore not only been an important legal instrument, but also a potentially crucial step towards the creation of an ‘Intentional Village’ that will build on, but also in some ways transcend, both the Foundation and the Community.

Common Ground

As a member of the Titleholders’ Association you subscribing to the Common Ground. The Common Ground is a statement of the common values of this international and widely diversified community. It is a living document, a code of conduct, and something we use as a tool for the transformation of ourselves, the way we relate to each other and the environment and, therefore, the world.

The ultimate aim is to make the legal and administrative aspects of the Park Ecovillage as redundant as possible. The most powerful codes of practice in any society are those that are so deeply embedded within the culture that nobody questions them. The high dream is surely that in a century or so anyone arriving to live here for the first time absorbs all of our legal principles of collective life from talking to their neighbours and that the underpinning legalities are simply a dusty document on a shelf somewhere.

If you want to sell your property in the Park Ecovillage

A person choosing to buy land and live on this site is also joining the wider Findhorn Community which needs to be considered before land is sold. We are first and foremost a spiritual centre and we need to establish that potential buyers are sympathetic and able to support the spiritual vision and purpose of the Foundation and Community. Therefore, to sell or otherwise dispose of your plot, you need to obtain written approval of the **Titleholders' Association**. It is the task of the so-called **Land Sales Group** to establish that potential buyers are sympathetic and able to support the spiritual vision and purpose of the Foundation and Community. In the event of the Land Sales Group or any other party requesting that the Titleholders' Association exercise its option to refuse approval or such approval is not forthcoming within 21 days, the Titleholders' Association is obliged to compensate you within 2 months by payment of a sum equivalent to the market value of your property. The market value of your property is to be agreed between you and the Titleholders' Association. If such agreement fails, the value will be assessed by the so-called valuation committee. Members of this committee are:

- **The Designated Agent**
- a representative nominated by the **Findhorn Foundation**
- a representative nominated by the **Titleholders' Association**

The committee may inter alia take into account any valuation of the plot assessed by a Chartered Surveyor mutually appointed by Designated Agent and the Titleholders' Association. The decision of the Valuation Committee is final and binding on all parties.

The Chair of the Titleholders' Association shall endeavour to provide a suitable financial package to enable the compensation to be paid without significant costs to the members of the Association. He is under no circumstances authorised to expose the Members to the costs of providing such compensation. The Members are not at any time under such liability.

In the absence of a properly constituted General Meeting held to discuss any decision to refuse such permission, the Chair shall have the power to permit the requested sale on behalf of the Titleholders' Association if he/she believes that to withhold it would entail exposing Members to significant and otherwise unnecessary costs.

For further reference please go to Clause 11 of the DCC and Rule 11 of the Titleholders' Association Rules.

The Park Findhorn

